



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

Request To Submit Concurrent Development Applications

Acknowledgment and Agreement



The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more of the development applications are related to another development application. City Staff may agree to process concurrently where one or more the development applications related to the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input checked="" type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

Owner: Reginald Leach
 Company: Arizona Conference Corp of SDA
 Address: 13405 N. Scottsdale Road, Scottsdale, AZ 85254
 Phone: (480) 991-6777 Fax: _____
 E-mail: rleach@azconference.org

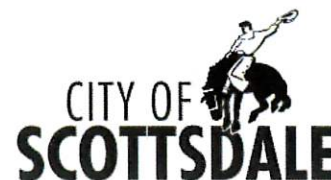
As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications; 4) to placing a development application on hold in order to continue processing a concurrent development application that is related to an another development application; and 5) that upon completion of the City review(s) of the development applications, one or more of the development application(s) may not be approved.

Property owner (Print Name): Reginald Leach Title: Treasurer

Reginald Leach Signature Date: 7-3-2019

Official Use Only:	Submittal Date: _____
Request: <input type="checkbox"/> Approved or <input type="checkbox"/> Denied	
Staff Name (Print): _____	
Staff Signature: _____	Date: _____

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 7410 E. Sutton Dr
- b. County Tax Assessor's Parcel Number: 175-04-002A
- c. General Location: NEC of Sutton & Scottsdale Rd.
- d. Parcel Size: 75+/-
- 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)

Date

Signature

Reginald Leach

7-3, 2019
_____, 20____
_____, 20____
_____, 20____

Reginald Leach, Treasurer

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.ScottsdaleAZ.gov

**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

I hereby certify that I am the owner of property located at:

7410 E. Sutton Dr. Scottsdale, AZ 85260

7410 E. Sutton Dr. Scottsdale, AZ 85260
(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.

Reginald Paul
Signature of Property Owner Treasurer

7-3-2019
Date



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-948513-MPLS

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-948513-MPLS

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Commitment No.: NCS-948513-MPLS

Property Address: 7410 E Sutton Drive, Scottsdale, AZ

Revision No.: Second Amended

Issuing Office: 121 South 8th Street, Suite 1250, Minneapolis, MN 55402

Issuing Office File No.: NCS-948513-MPLS

Escrow Officer: Name: Sharon Finnegan

Email:

Phone: (612)305-2000

Title Officer: Name: Scott E. Helgerson

Email:

Phone: (612)305-2000

SCHEDULE A

1. Commitment Date: April 01, 2019, at 8:00 AM

2. Policy to be issued:

(a) ALTA® 2006 Extended Leasehold Owner's (Endorsed for Leasehold) Policy

Proposed Insured: To Be Determined

Proposed Policy Amount: \$1,000.00

(b) ALTA® Policy

Proposed Insured:

Proposed Policy Amount: \$

(c) ALTA® Policy

Proposed Insured:

Proposed Policy Amount: \$

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

Leasehold

4. The estate or interest in the land upon issuance of the policy shall be the interest of the lessee in that Lease set forth in Schedule A, Part II.

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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SCHEDULE A - PART II

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

An unrecorded lease dated _____, executed by Arizona Conference Corporation of Seventh-Day Adventists, a non-profit corporation as lessor and _____ as lessee, as disclosed by a(n) Memorandum of Lease recorded _____ as _____ of Official Records.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-948513-MPLS

Commitment No.: NCS-948513-MPLS

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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

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.

NOTE: In the event any Affidavit required pursuant to A.R.S. 33-422 relating to unincorporated land in an unincorporated area of a country has been, or will be, recorded pertaining to the Land, such as Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

6. All of 2018 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$98,336.44 for the year 2018 under Assessor's Parcel No. 175-04-002A 0.

(Affects Portion of said Land and Covers More Property)

NOTE: Taxes are assessed in the total amount of \$125,134.20 for the year 2018 under Assessor's Parcel No. 215-56-333A 0.

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(Affects Portion of said Land and Covers More Property)

7. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification 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.

8. 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.
9. Furnish Landlord's Estoppel Affidavit evidencing that the Lessee of the Lease shown in Schedule A, Part Two, is not in default under any of the provisions thereof and that the transaction contemplated herein is not a violation of any of the provisions contained therein.
10. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
11. Furnish the following as they pertain to real estate transactions for Arizona Conference Corporation of Seventh-Day Adventists, a non-profit corporation:
 - a. Furnish copies of the by-laws, rules and regulations and a complete copy of the Articles of Incorporation, as they pertain to real estate transactions, of said non-profit corporation.
 - b. Furnish a certified copy of a regularly called business meeting of the membership of said non-profit corporation authorizing the Proper Officers/Trustees of said non-profit corporation to sell the within described property and to execute and deliver all instruments necessary to complete the transaction being insured herein.
 - c. Proper showing of the names of all present duly elected and qualified trustees.
12. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
13. Record Memorandum of Lease as shown in Schedule A, Part Two.
14. Approval by all parties to this transaction of the description used herein.
15. Such further requirements as may be necessary after completion of the above.
16. Return to title department for final recheck before recording.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-948513-MPLS

Commitment No.: NCS-948513-MPLS

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (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.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. 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.

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1. Taxes for the full year of 2019.
(The first half is due October 1, 2019 and is delinquent November 1, 2019. The second half is due March 1, 2020 and is delinquent May 1, 2020 .)
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. The right to enter upon said land, remove all uranium, thorium and other fissionable minerals as reserved by United States of America, in Deed recorded in [Docket 1185, Page 139](#).
4. Covenants, Conditions and Restrictions as set forth in document recorded in [Docket 1185, Page 139](#) , 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).
5. Covenants, Conditions and Restrictions as set forth in document recorded in [Docket 45, Page 83](#) , 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).
6. An easement for electric lines and poles and incidental purposes in the document recorded as [Book 63 of Miscellaneous, Page 487](#).
7. An easement for electric lines and incidental purposes in the document recorded as [Docket 1466, Page 356](#).
8. An easement for electric lines and incidental purposes in the document recorded as [Docket 1759, Page 107](#).
9. An easement for gas main and incidental purposes in the document recorded as [Docket 2381, Page 165](#).
10. An easement for gas main and incidental purposes in the document recorded as [Docket 2416, Page 210](#).
11. An easement for electric lines and incidental purposes in the document recorded as [Docket 3663, Page 290](#).
12. An easement for electric lines and incidental purposes in the document recorded as [Docket 4283, Page 446](#).
13. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as [Docket 13154, Page 447](#).
14. An easement for underground right-of-way and incidental purposes in the document recorded as [Docket 9911, Page 276](#).
15. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as [Docket 10520, Page 248](#).

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16. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as [Docket 13646, Page 239](#).
17. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as [83-052383](#) of Official Records.
18. The terms and provisions contained in the document entitled "City of Scottsdale Drainage and Flood Control Easement and Provision for Maintenance" recorded April 28, 1983 as [83-157253](#) of Official Records.
19. Terms and provisions of an unrecorded lease dated September 12, 1995, by and between Arizona Conference Corporation of Seventh Day Adventist, an Arizona Non-Profit Corporation as lessor and AT&T Wireless PCS, Inc., a Delaware corporation as lessee, as disclosed by a Memorandum of Option and Site Lease Agreement recorded September 29, [1995 as 95-0600019](#) of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

20. Terms and provisions of an unrecorded lease dated September 12, 1995, by and between Arizona Conference Corporation of Seventh Day Adventist, an Arizona Non-Profit Corporation as lessor and AT&T Wireless PCS, Inc., a Delaware corporation as lessee, as disclosed by a Memorandum of Lease recorded January 11, 1996 as [96-0023056](#) of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

21. An easement for construct operate and maintain electric lines and appurtenant facilities and incidental purposes in the document recorded as [2000-0353184](#) of Official Records.
22. An easement for construct operate and maintain electric lines and appurtenant facilities and incidental purposes in the document recorded as [2002-0237851](#) of Official Records.
23. All matters as set forth in Waiver of right to make a claim under proposition 207, recorded February 03, 2009 as [2009-0091021](#) of Official Records.
24. The terms and provisions contained in the document entitled "City of Scottsdale Drainage and Flood Control Easement and Provision for Maintenance" recorded May 19, 2009 as [2009-0450080](#) of Official Records.
25. An easement for transmission and distribution of electricity and incidental purposes in the document recorded as [2010-0049063](#) of Official Records.
26. An easement for avigation and incidental purposes in the document recorded as [2013-1048194](#) of Official Records.
27. All matters as set forth in Notice of Exercise of Right of Reverter and Power of Termination and Re-Entry on Property, recorded June 21, 1996 as [96-0436861](#) of Official Records.
28. The terms and provisions contained in the document entitled "Real Estate Settlement Agreement" recorded July 05, 2001 as [2001-0599995](#) of Official Records.

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29. An easement for transmission and distribution of electricity and incidental purposes in the document recorded as [2017-0522005](#) of Official Records.
30. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as [Docket 15930, Page 1130](#).
31. An easement for gas pipeline or pipelines and appurtenant and incidental purposes in the document recorded as [92-0018211](#) of Official Records.
32. An easement for ingress/egress and incidental purposes in the document recorded as [96-0782196](#) of Official Records.
33. An easement for gas pipeline or pipelines and appurtenant and incidental purposes in the document recorded as [97-0340259](#) of Official Records.
34. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as [2001-0422326](#) of Official Records.
35. The terms and provisions contained in the document entitled "Temporary Construction Easement" recorded June 05, 2017 as [2017-0405766](#) of Official Records.
36. A deed of trust to secure an original indebtedness of \$400,000.00, and any other amounts or obligations secured thereby, recorded November 25, 2009 as instrument no. [2009-1086435](#) of Official Records.

Dated: October 15, 2009

Trustor: Arizona Conference of Seventh-day Adventists

Trustee: Chicago Title Company, a California corporation

Beneficiary: Pacific Union Conference of Seventh-day Adventists

(Affects Fee Interest)

37. The terms and conditions of the lease set forth in Schedule A, Part II.
38. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by _____ on _____, designated Job Number _____:

39. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.
40. Water rights, claims or title to water, whether or not shown by the public records.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-948513-MPLS

File No.: NCS-948513-MPLS

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

PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 4 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING SOUTH 89 DEGREES 36 MINUTES EAST A DISTANCE OF 1,041.97 FEET AND NORTH 43 DEGREES 55 MINUTES EAST A DISTANCE OF 397.73 FEET FROM THE SOUTHWEST CORNER OF SECTION 11;

THENCE SOUTH 89 DEGREES 36 MINUTES EAST A DISTANCE OF 1,324.48 FEET;

THENCE SOUTH 0 DEGREES 22 MINUTES WEST A DISTANCE OF 248.00 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES WEST A DISTANCE OF 40.00 FEET;

THENCE SOUTH 0 DEGREES 22 MINUTES WEST A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF SECTION 11;

THENCE SOUTH 0 DEGREES 22 MINUTES WEST A DISTANCE OF 1,262.66 FEET;

THENCE A DISTANCE OF 31.43 FEET TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE RADIUS IS 20.00 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES WEST A DISTANCE OF 2,505.98 FEET;

THENCE A DISTANCE OF 31.41 FEET TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE RADIUS IS 20.00 FEET;

THENCE NORTH 0 DEGREES 23 MINUTES EAST A DISTANCE OF 663.27 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES EAST A DISTANCE OF 418.77 FEET;

THENCE NORTH 43 DEGREES 55 MINUTES EAST A DISTANCE OF 826.39 FEET TO THE NORTH LINE OF SECTION 14;

THENCE NORTH 43 DEGREES 55 MINUTES EAST A DISTANCE OF 397.73 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PARCEL OF LAND CONVEYED TO CITY OF SCOTTSDALE, A MUNICIPAL CORPORATION RECORDED NOVEMBER 04, 1996 AS 96-0782195 OF OFFICIAL RECORDS, AND

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHERLY MOST, SOUTHEAST CORNER OF ABOVE DESCRIBED PARCEL;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL NORTH 89 DEGREES 36 MINUTES WEST, A DISTANCE OF 1307.79 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°39'34" EAST, A DISTANCE OF 343.95 FEET;

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THENCE NORTH 89°11'47" WEST, A DISTANCE OF 9.08 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 89°48'12", A DISTANCE OF 70.53 FEET, TO THE CURVES END;

THENCE NORTH 00°36'25" EAST, A DISTANCE OF 601.44 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 89°52'06", A DISTANCE OF 70.58 FEET, TO THE CURVES END;

THENCE SOUTH 89°31'29" EAST, A DISTANCE OF 646.06 FEET TO THE BEGINNING OF A CURVE;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°05'30", A DISTANCE OF 70.76 FEET, TO THE CURVES END;

THENCE SOUTH 00°34'01" WEST, A DISTANCE OF 277.25 FEET;

THENCE NORTH 89°27'05" EAST, A DISTANCE OF 682.26 FEET;

THENCE SOUTH 00°22'00" WEST, A DISTANCE OF 763.51 FEET;

THENCE NORTH 89°36'00" WEST, A DISTANCE OF 1,368.01 FEET;

THENCE NORTH 00°39'34" EAST, A DISTANCE OF 40.00 FEET, TO THE POINT OF BEGINNING.

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