



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 8501 E. PAINTEE DRIVE
- b. County Tax Assessor's Parcel Number 219-02-103
- c. General Location S.W.C. PAINTEE & 87TH AVENUE
- d. Parcel Size: 359,137 SF / 8.24 AC.
- 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 general manager of the Scottsdale Planning and Development Services Department a written statement revoking my authority.


5. I will immediately deliver to the general manager of the City of Scottsdale Planning and 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 or 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)  
Stephen Krager  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date  
12-4, 2019  
\_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_

Signature  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOT 1, MINOR LAND DIVISION PLAT NORTHSIGHT AND RAINTREE RECORDED AS DOCUMENT NO. 20180578071 IN BOOK 1401 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A REPLAT OF A PORTION OF PARCEL 2 OF NORTHSIGHT, RECORDED IN BOOK 302, PAGE 11, MARICOPA COUNTY RECORDS AND A PORTION OF PARCEL "C" DESCRIBED IN DOCUMENT NO. 94-0128764, MARICOPA COUNTY RECORDS, LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

**WHEN RECORDED RETURN TO:**

CITY OF SCOTTSDALE  
ONE STOP SHOP RECORDS  
7447 East Indian School Road, Suite 100  
Scottsdale, AZ 85251

C.O.S. Contract No. \_\_\_\_\_  
(Raintree Mixed Use)  
(Resolution No. \_\_\_\_\_)

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Scottsdale, an Arizona municipal corporation ("City"), and PR III/Crow Raintree Office, LLC, a Delaware limited liability company, and PR III/Crow Raintree Multifamily, LLC, a Delaware limited liability company, and its respective successors and assigns "Developer."

**RECITALS**

A. Arizona Revised Statutes 9-500.05 authorizes the City to enter into a Development Agreement related to real property located inside the incorporated area of the City with a landowner or other person having an interest in the real property.

B. Developer is the current owner of that certain vacant real property located at the southwest corner of Raintree Drive and 87<sup>th</sup> Street and more particularly described on **Exhibit "A"** (the "Property"), attached hereto and incorporated by this reference. The Property contains approximately 9.64 gross acres. Developer subdivided the Property into two distinct, and legally identified parcels (Parcel A-1 and Parcel A-2) as described, respectively, on **Exhibit "A-1" and Exhibit "A-2"**. Parcel A-1 and Parcel A-2 may individually be described as a "Parcel" and collectively as the "Parcels."

C. The Property is the subject of a Non-Major General Plan Amendment and rezoning case undertaken by Developer referred to as "Raintree Mixed-Use Development" (the "Project"). To establish the regulatory structure for future development of the Property and the Project, the Developer has made development applications to the City with associated development plans (collectively, the "Development Plan") for a Non-Major General Plan Amendment, Case No. 7-GP-2019 and a rezoning Case No. 19-ZN-2019, that requests the modification from Airpark Mixed Use ("AMU") to Airpark Mixed Use – residential ("AMU-R") on a 3.40+/- acre site comprising Parcel A-1 and rezoning on the entire 9.64+/- acres, which includes the 6.24 +/- acre office site comprising Parcel A-2, from I-1 PCD to Planned Airpark Core – Airpark Mixed Use Residential

with Planned Shared District Overlay and Planned Airpark Core-Airpark Mixed Use with Planned Shared District overlay (“PCP-AMU-R PSD” and “PCP-AMU PSD”). The rezoning was completed pursuant to the adoption of the new regulatory approvals and stipulations contained in the “Non-Major General Plan Amendment” and “Zoning District Map Amendment” (the “Regulatory Approvals”). Pursuant to the Regulatory Approvals, the Project and Property shall be subject to Article V, Section 5.400 et. seq. of the City’s Zoning Ordinance (the “PCP Ordinance”).

D. Developer desires to utilize available bonus provisions under the Scottsdale Revised City Code, Appendix B – Basic Zoning Ordinance, Article VII – Supplemental Districts, Section 7.1200 (the “Bonus Development Standards”) to allow increase in certain Development Attributes (as described and defined below) as set forth in the Development Plan. The Regulatory Approvals establish the maximum density established by the Dwelling Unit Capacity (“DUC”), the Gross Floor Area (“GFA”), Floor Area Ratio (“FAR”), the Building Height (“BH”) and Minimum Open Space (“MOS”) for the Property under the associated development standards. DUC, GFA, FAR, BH and MOS collectively are referred to in this Agreement as “Development Attributes.” Further, the Development Attributes are reflected in a budget for the Property and the Project (the “Development Area Budget”) set forth on the attached **Exhibit “B.”** The Development Area Budget sets forth the maximum Development Attributes for buildings and other development that may be constructed on each Parcel and, collectively, on the Property.

E. As more fully set forth in this Agreement, in exchange for establishing the Development Attributes in the Development Plan under the Bonus Development Standards, Developer is required to pay for any increase in FAR and for any increase in BH, pursuant to the terms of the Bonus Development Standards. The Parties acknowledge that no DUC or GFA bonuses are required under the Bonus Development Standards with respect to the Development Plan.

F. This Agreement is part of the requirements for approval of 19-ZN-2019. The Development Plan is on file with the Clerk of the City as declared a public record by Resolution No. \_\_\_\_\_ and adopted by Ordinance No. \_\_\_\_ and incorporated into this Agreement by this reference.

G. This Agreement and the related documents required by this Agreement (collectively the “Related Documents”) are intended to stimulate employment, investment in the area, and advance the economic benefit of the City and surrounding neighborhoods, and to achieve the redevelopment of the Property in accordance with this Agreement and in furtherance of the Development Plan.

H. This Agreement is consistent with the portions of City's general plan applicable to the Property on the date of this Agreement, including the Greater Airpark Character Area Plan.

I. The City’s governing body has authorized execution of this Agreement by Resolution Number \_\_\_\_\_.

In consideration of the above premises, and the mutual promises and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Developer and City agree as follows:

## **AGREEMENT**

1.     Recitals. The recitals set forth above are incorporated into this Agreement by reference.

2.     Definitions.

2.1     “Development rights” means the maximum development that would be allowed on the sending property under the City’s general and any applicable specific plan and the City’s zoning ordinance in effect on May 17, 2016, the date the City adopted Ordinance No. 4244 allowing the transfer of development rights in the PSD zoning overlay district.

2.2     “Owner” means the owner of a fee interest in a parcel or lot.

2.3     “Parcel” means a separate, legal unit or lot of real property, including the Property or any portion of the Property formed as a separate unit through a land division of the Property approved by the City.

2.4     “Parent Parcel” means a parcel of real property before it is legally divided into one or more lots pursuant to Section 4.2.1.

2.5     “Receiving property” means a lot or parcel within which development rights are increased pursuant to a transfer of development rights.

2.6     “Sending property” means a lot or parcel within which development rights are decreased pursuant to a transfer of development rights.

2.7     “Severance of development rights” means the process of removing specified development rights from a parcel, lot, or Parcel.

2.8     “Transfer of development rights” means the process by which development rights from a sending property are affixed to one or more receiving properties.

3.     Term. The term of this Agreement shall be as follows:

3.1     Commencement and Duration. The term of this Agreement shall commence on the date this Agreement is approved by the City Council and signed by all parties, and will continue in effect until all obligations and rights of the parties under this Agreement have been performed, terminated by mutual written agreement of all parties, or have expired.

3.2     Effect of Termination or Expiration on Regulatory Approvals. Termination or expiration of this Agreement shall have no effect on the Regulatory Approvals, which shall

continue to be enforceable according to their terms. Any notice of termination or expiration of this Agreement shall so state.

3.3 Referendum. If the Regulatory Approvals are invalidated by a referendum or court action, then this Agreement shall be void ab initio.

4. Project & Zoning. Developer's development of the Property and the Project shall comply with the following:

4.1 No Construction Obligation. Developer has no obligation to develop the Property or any portion of the Project; provided however that all further construction of the Project shall be performed in compliance with the Development Plan, Regulatory Approvals and the terms and conditions of this Agreement.

4.2 Development Area Budget and Allocation. The Property's total Development Area Budget shall not exceed the maximum Development Attributes specified in the Development Plan approved in Case No. 19-ZN-2019 and the Development Area Budget attached hereto as **Exhibit "B."** Any future transfer of development rights between parcels in the Property, including with respect to the Parcels, that is different from the development rights allocations that are set forth and disclosed on the Development Plan and the Development Area Budget will require an application signed by all Owners of the affected parcels and lienholders of such parcels in the Property and is subject to the notice and hearing requirements of section 9-462.04 of the Arizona Revised Statutes.

4.2.1 The Developer may divide a parcel into two or more smaller parcels (each, a "Child Parcel") and allocate Development Attributes to, and determine the development standards under the PSD for, each Child Parcel. The total Development Attributes allocated to all Child Parcels following such division shall not exceed the amount of Development Attributes allocated to the Parent Parcel, unless Developer allocates additional, unallocated Development Attributes from the Development Area Budget to such Child Parcels pursuant to the application, notice and hearing, and approval process specified in Section 4.2.

4.2.2 The Developer may combine two or more Child Parcels into one parcel (a "Combined Parcel") and allocate Development Attributes to the Combined Parcel. The total Development Attributes allocated to the Combined Parcel shall not exceed the total amount of Development Attributes previously allocated to the Child Parcels comprising the Combined Parcel, unless Developer transfers additional development rights to such Combined Parcel pursuant to the application, notice and hearing, and approval process specified in Section 4.2.

4.3 Planned Shared Development Common Areas. Developer shall establish a property management association ("Association") to maintain all common areas, shared facilities, or community-owned property shown on the Development Plan for the Property (collectively, "Common Areas"). Developer shall obligate such Association to record a Master Declaration of Easements, Covenants, Conditions and Restrictions ("ECR") with the Maricopa County Recorder's Office identifying how such Common Areas will be maintained.

4.4 PSD Indemnity. In addition to all other obligations hereunder, the Owners, Developer (and all persons claiming through Developer or claiming rights under this Agreement), and existing and future Owners of parcels within the Property's boundaries shall indemnify and hold harmless the City, its employees, agents and officials from any and all claims, demands, suits, judgments, assessments, proceedings, or liabilities of any kind, including reasonable attorney's fees and costs, that may arise from any person(s)/entity(ies) owning any part of the Property and that are related to the development or division of the Property, or the Property's being subject to the application of the PSD Ordinance. Further, the Property Manager shall indemnify and hold harmless the City, its employees, agents and officials harmless from any and all claims, demands, suits, judgments, assessments, proceedings, or liabilities of any kind, including reasonable attorney's fees and costs, that may be asserted against the City, that arise from any person(s)/entity(ies) owning any part of the Property and that are related to the development or the division of the Property.

5. Transfer of Development Rights.

5.1 Development Rights. The Development Plan approved in Case No. 19-ZN-2019 establishes the Development Area Budget allocations and determines the development standards applicable under the PSD for the Property.

5.2 Dividing and Combining a Parcel(s) of the Property. Concurrent with the recordation of a land division or final plat approved by the City, the Development Area Budget of any newly created parcels shall be similarly divided pursuant to the procedures specified in Sections 4.2.1 and 4.2.2. Notwithstanding the preceding sentence, or anything else in this Agreement, Developer and City acknowledge that the Development Plan and Development Area Budget approved as part of Zoning Case No. 19-ZN-2019 already specifies the allocation of Development Attributes for the two Parcels as legally described on Exhibits "A-1" and "A-2" and the public hearing requirements for this allocation have been met in connection with the Zoning Case. This allocation has been memorialized by this Agreement as set forth on Exhibit B. If there is any reallocation of the Development Attributes from and after the approval of the Zoning Case, such allocation shall be memorialized through a "Development Attributes Allocation Form," in a form satisfactory to the City Attorney and the Zoning Administrator for each Parcel that specifies the applicable Development Attributes allocated to each Parcel. Developer shall submit the Development Attributes Allocation Form to the City for the City's expeditious recordation in the Maricopa County Records' Office. No development applications, building permits, or other City approvals for any Parcel will be approved until the applicable Development Attributes Allocation Form is recorded as provided in this subsection. If an error is made on any form, upon notice by an Owner or the City to the other, the City and such Owner shall cause a revised Development Attributes Allocation Form reflecting the correct allocated Development Attributes associated with each parcel to be prepared by such Owner, provided to the City, and to be expeditiously recorded as set forth in this subsection. All other instances of the severance of development rights or the transfer of development rights shall be memorialized as follows:

5.2.1 Reallocations to Child and Parent Parcels Not Requiring a Public Hearing. All property Owners, all lienholders, and all interested persons holding an interest in real property



for any parcel of the Property to be divided into Child Parcels pursuant to section 4.2.1 or combined into a single Parent Parcel pursuant to section 4.2.2, shall sign a Development Attributes Allocation Form in a form satisfactory to the City Attorney and the Zoning Administrator and submit it to the City for the City's expeditious recordation in the Maricopa County Recorders' Office. No development applications, building permits, or other city approvals for the divided or combined parcels of the Property will be approved until the applicable Development Attributes Allocation Form is recorded as provided in this subsection. If an error is made on any form, upon notice by an Owner or the City to the other, the City and such Owner shall cause a revised Development Attributes Allocation Form reflecting the correct allocated Development Attributes associated with each newly created parcel to be prepared by such Owner, provided to the City, and to be expeditiously recorded as set forth in this subsection.

5.2.2 Transfer of Development Rights Requiring Notice and a Public Hearing Pursuant to Section 9-462.04 of the Arizona Revised Statutes. All property Owners, all lienholders, and all interested persons holding an interest in real property for any portion of the Property subject to the creation of a new parcel not covered in sections 4.2.1 or 4.2.2, or, if reallocation are to be made between existing parcels, of the affected parcels, shall sign a Transfer of Development Rights form and a Severance of Development Rights form, both in a form satisfactory to the City Attorney and the Zoning Administrator and in accordance with Arizona Revised Statutes, and submit them to the City for processing pursuant to the notice and hearing requirements Section 9-462.04 of the Arizona Revised Statutes. No development applications, building permits, or other City approvals for the affected parcels of the Property will be approved until the applicable Transfer of Development Rights and Severance of Development Rights forms are approved by the City and recorded in the Maricopa County Recorder's Office. If an error is made on the Transfer of Development Rights form or a Severance of Development Rights form, upon notice by an Owner or the City to the other, the City and such Owner shall cause a revised Transfer of Development Rights form or a Severance of Development Rights form reflecting the correct allocated Development Attributes associated with each parcel to be prepared by such Owner, provided to the City, and to be expeditiously recorded as set forth in this subsection.

6. City Contact and Property Manager.

6.1 City Contact. The City contact shall be the Zoning Administrator or designee.

6.2 Appointment of Property Manager. Developer and its assigns shall appoint one or more individuals or entities to be a "Property Manager" with respect to the Property or any portion thereof (each a "Property Manager"). Developer and its assigns may appoint the Association or an Owner of the Property or any portion thereof as such Property Manager. Upon any person or entity being appointed a Property Manager with respect to the Property or any portion thereof, Developer or its assigns shall give the City notice of such appointment and the name and contact address and other information required for notice in this Agreement. Until notice is provided to the City by Developer otherwise, Cullen Mahoney shall be the Property Manager for all purposes under this Agreement.

6.3 Responsibility of Property Manager. The Property Manager shall be responsible for complying with all City requirements in a timely and professional manner, and maintaining and repairing the Shared Facilities in accordance with the City requirements.

6.4 Assurance of a Property Manager. Developer, its assigns, and all present and future property Owners shall assure that the Property shall always have an appointed Property Manager, and that this Property Manager shall agree to indemnify the City as required by section 4.4 of this Agreement and Section 6.1406 of the Zoning Ordinance of the City of Scottsdale. If the Property has no designated Property Manager, and such failure continues uncured for fifteen days after written notice thereof from the City to the Owners, the City shall deem all property Owners to be in default under this Agreement. Developer and its successors and assigns shall have the right to replace the Property Manager with notice to the City pursuant to paragraph 18.7.

7. Declaration of Easements, Covenants, Conditions & Restrictions.

7.1 ECRs. The ECRs shall address the following to the City's satisfaction:

7.1.1 Responsibility for Shared Facilities. Developer understands that (a) it may create certain common area improvements on the Property that are Shared Facilities, and (b) each Owner must pay assessments for complying with all City requirements and for maintaining and repairing the Shared Facilities, as reasonably determined necessary by the City.

7.1.2 Ownership of Shared Facilities. All Shared Facilities, if any, shall be identified in the ECRs. If some of the Shared Facilities are to be shared by the Owners, then the ECRs shall identify which Owner is responsible for which Shared Facilities.

7.1.3 Assessments. The Property Manager shall have authority to assess and collect fees for complying with City requirements and for maintaining and repairing the Shared Facilities.

7.2 Duration. The ECRs shall remain in existence as long as the Property is developed with a PSD overlay.

7.2.1 Amendments. Except with the City's prior written consent, the ECRs may not be amended to alter the provisions that require the Owners to share responsibility for maintaining and repairing the Shared Facilities.

7.2.2 Delivery. A copy of the ECRs will have been delivered to the City prior to the issuance of any permits with respect to the Property.

8. Breach & Remedies. Developer shall comply with, perform and do each performance and thing required of Developer under this Agreement. Developer's failure to do so shall be a breach by Developer of this Agreement if not cured within the notice and cure periods set forth in Section 9 below.

9. Events of Default. Any Owner or Property Manager shall be in default (an "Event of Default") if such Owner, with respect to the Owner's parcel, or the Property Manager(s) and Owner(s), with respect to Shared Facilities, fails or neglects timely and completely to do or perform or observe any material provision of this Agreement, the Regulatory Approvals, or the Development Area Budget, and such failure or neglect continues for a period of one hundred twenty (120) days after City has notified the defaulting Owner(s) and/or Property Manager(s) in writing of such failure or neglect. If the defaulting Owner(s) and/or Property Manager(s) begins to cure the default within this time period, the one hundred twenty (120) day period shall be extended an additional sixty (60) days upon request given by notice to City prior to the end of the one hundred twenty (120) day period, or such later time as may be granted by the City to allow the cure to be affected.

10. City's Remedies. Upon the occurrence of any material Event of Default or at any time thereafter while such Event of Default remains uncured, City may, at its option and from time to time, exercise any, all, or any combination of the following cumulative remedies in any order and repetitively at City's option with respect to any and all defaulting Owner(s) and/or Property Manager(s):

10.1 Until the default is cured, issue a stop work order and/or refuse to issue any permits or process development applications for the Property, as to Shared Facilities, or, in the event the Property is divided into separate parcels, issue a stop work order and/or refuse to issue any permits or process any development applications for any parcel that is subject of the Event of Default.

10.2 Abate at an applicable defaulting Owner's expense any violation of this Agreement.

10.3 Be excused without any liability to the applicable defaulting Owner therefor from further performance of any or all of City's obligations under this Agreement.

10.4 Insist upon each applicable defaulting Owner's full and faithful performance under this Agreement during the entire remaining term of this Agreement.

10.5 Assert, exercise or otherwise pursue at each applicable defaulting Owner's expense any and all other rights or remedies, legal or equitable, to which City may be entitled.

10.6 Notwithstanding the foregoing, an applicable defaulting Owner shall not be liable for special, consequential, punitive or other exemplary or multiple damages.

11. City Default and Developer's Remedies. Upon any material breach of this Agreement by City not cured within one hundred twenty (120) days after notice from an Owner, such Owner may pursue any and all remedies, legal, equitable or otherwise, to which such Owner may be entitled. Notwithstanding the preceding sentence or anything else in this Agreement and as a condition of City's willingness to enter into this Agreement, the following limits shall apply to this Agreement:

11.1 City shall not be liable for any special, consequential, punitive or other exemplary or multiple damages.

11.2 Developer hereby unconditionally and irrevocably waives on behalf of itself and all persons claiming through Developer or through this Agreement or under or related to this Agreement any remedies inconsistent with these limitations.

11.3 All limitations on Developer's remedies shall also apply to all remedies against City's officers, employees and other agents and representatives and any other person for whom City may in any event be liable for any reason.

11.4 All limitations on Developer's remedies shall apply to Developer and to any person otherwise asserting against City, any claim whatsoever related to this Agreement.

12. Non-waiver and City Contract Administrator Authority. No failure by City or Developer to demand any performance required of the other under this Agreement, and no acceptance by City or Developer of any imperfect or partial performance under this Agreement, shall excuse such performance, or waive or impair in any way the other's ability to insist, prospectively and retroactively upon full compliance with this Agreement. Only the City's Zoning Administrator or designee shall be authorized to administer this Agreement for City or speak for City regarding this Agreement. Further, nothing in this Agreement or any ordinance with respect to it or the zoning associated with the project shall be deemed to reduce or eliminate the Zoning Administrator's authority provided under A.R.S. Section 9-462.04.A.4, which authority may be exercised in the ordinary course.

13. Compliance with Law. Developer shall comply with all federal, state, county and local laws, ordinances, regulations or other rules or policies that affect the Property as are now in effect or as may hereafter be adopted or amended.

14. Assignability. This Agreement may be assigned or transferred by the Developer (or any of the entities that comprise "Developer" with respect to such entity's interest herein), in whole or in part, by written instrument, to any subsequent owner of all or any portion of the Property. Notice of any transfer or assignment in accordance with this paragraph shall be provided by Developer or the transferor entity (or its successor or assign) to the City. No lender or mortgagee shall have any obligation or liability under this Agreement unless such lender or mortgagee acquires title to a portion of the Property, in which event, such lender or mortgagee shall have liability only for the failure of such lender or mortgagee to comply with any obligation under this Agreement with respect to the portion of the Property owned by such lender or mortgagee during the period of such lender's or mortgagee's ownership of such portion of the Property, and the liability of such lender or mortgagee shall be limited to its interest in the Property.

15. Unified Project Intent. City is entitled to hold the Developer (or its successors and assigns, if applicable) responsible for all performances under this Agreement. City and Developer expressly do not intend that Developer's rights under this Agreement be divisible, except as already described in this Agreement, for any reason into multiple contracts, agreements or other

arrangements between City and numerous Property owners. City and Developer intend that City only be obligated to deal with one designated representative of all of the entities standing in the position of Developer (the "Developer's Designated Representative") from time to time and not be burdened with any management, maintenance or other responsibilities related to development or occupation of the Property by multiple entities, such as resolving or being hindered by disagreements between entities regarding Developer's performance of its duties under this Agreement, and that City not be burdened by usage, financial or other issues among various persons using the Property pursuant to this Agreement. All of those duties are to be performed by Developer (or its successors or assigns, if applicable), which is responsible to see that all persons developing or using the Property, including without limitation any owners' associations and their members, resolve among themselves their respective responsibilities for all performances under this Agreement, none of which limits or otherwise affects City's rights under this Agreement. Developer may change the Developer's Designated Representative from time to time by written notice to City. Developer hereby designates Cullen Mahoney as the Developer's Designated Representative under this Agreement, until further written notice from Developer is given to City.

16. Bonus Development Standards and Payment. Pursuant to the Bonus Development Standards, Developer has elected to utilize available bonus provisions to obtain additional FAR (as allowed under the Planned Airpark Core Development) in certain locations as approved in the Development Plan and rezoning General Provisions, case number 19-ZN-2019. Additionally, Developer will gain additional BH. In exchange for establishing the additional FAR and the increased BH in the Development Plan and pursuant to the Bonus Development Standards, Developer shall invest in special public improvements or pay the amount required (the "Bonus Amount"), as set forth in the Bonus Development Standards. Further, the Parties agree that the Regulatory Approvals establish the maximum development associated with the Development Attributes of DUC, GFA, FAR, BH and MOS for the Property under the associated development standards.

17. Developer's Additional Terms Related to the Bonus Amount. Pursuant to Section 7.1200.B of the Scottsdale Zoning Ordinance (the "Special Public Improvements Program"), the Parties agree that the Special Public Improvements Program applies to the Project and Developer is required either to expend the Bonus Amount on special public improvements with respect to the Project or make an in-lieu payment of the Bonus Amount to the "Greater Airpark Special Improvement Trust Fund." The Bonus Amount shall be expended by the Developer to install improvements pursuant to a City approved capital improvement plan. The schedule for installing improvements shall be approved by the Zoning Administrator prior to issuance of the first building permit for any above ground structure in the Development. If Developer does not proceed with installing improvements, or only installs improvements for an amount that is less than the full Bonus Amount, in the alternative, the Developer may elect, in full satisfaction of expending the Bonus Amount, to make a contribution to the Greater Airpark Special Public Trust Fund of the remaining Bonus Amount not yet expended on improvements (the "In-Lieu Payment Amount"). Developer's expending the Bonus Amount (or in the alternative, making a contribution of the In-Lieu Payment Amount to the Greater Airpark Special Improvement Trust Fund) shall occur before the issuance of any building permit for any above ground structure on a Parcel.

17.1 The Bonus Amount shall be determined according to the formula set forth in the Bonus Development Standards. The last day the payment can be made without an increase in the Bonus Amount is December 31, 2020, and any unexpended or unpaid Bonus Amount after December 31, 2020 is subject to being increased as set forth in Section 17.2.

17.2 If all or any part of the Bonus Amount has not been expended, or the In-Lieu Payment Amount has not been paid, by December 31, 2020, any expended or unpaid amount shall increase on January 1, 2021, and annually thereafter, by an escalator factor of 3.5% in accordance with the following formula:

$$A = P(1 + 0.035)^{CY-2020}$$

Where: A = Dollar amount to be paid

P= Unpaid amount of In-Lieu Payment Amount

CY = Current year

18. Miscellaneous. The following additional provisions apply to this Agreement:

18.1 Amendments. This Agreement may not be amended except by a formal writing executed by all of the parties.

18.2 Severability. If any term, condition, covenant, stipulation, agreement or provision in this Agreement is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision of this Agreement.

18.3 Conflicts of interest. No member, official or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law. This Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

18.4 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

18.5 Authority. Each Party to this Agreement represents to the other that it has full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

18.6 Non-liability of City Officials and Employees. No member, official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount that may become due to any party or successor, or with respect to any obligation of City related to this Agreement.

18.7 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid, or by FedEx or other reliable overnight courier service that confirms delivery, addressed to:

If to City:	City of Scottsdale 7447 E. Indian School Rd., Suite 105 Scottsdale, AZ 85251
Copy to:	City Attorney City of Scottsdale 3939 Drinkwater Blvd. Scottsdale, AZ 85251
If to Developer, Owners, and/or Property Manager:	PR III/Crow Raintree Offices, LLC PR III/Crow Raintree Multifamily, LLC Cullen Mahoney 2575 E. Camelback Rd., Suite 400 Phoenix, AZ 85016
Copies to:	John Berry Berry Riddell LLC 6750 E. Camelback Rd., Suite 100 Scottsdale, AZ 85251

By notice from time to time in accordance herewith, any party may designate any other street address or addresses as its address or addresses for receiving notice hereunder. Service of any notice by mail in accordance with the foregoing shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail. Service of any notice by overnight courier in accordance with the foregoing shall be deemed to be complete upon receipt or refusal to receive.

18.8 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

18.9 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor Developer or City.

18.10 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

18.11 No Third-Party Beneficiaries. The City, an Owner of any portion of the Property, the Developer, lenders holding liens or mortgages against a portion of the Property, and their successors and assigns are the sole beneficiaries of this Agreement. No other person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties who are not beneficiaries of this Agreement for any approval of plans, Developer's construction of improvements, Developer's negligence, Developer's failure to comply with the provisions of this Agreement, or otherwise as a result of the existence of this Agreement.

18.12 Exhibits. All exhibits attached hereto as specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.

18.13 Attorneys' Fees. If legal action is brought by any party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs as determined by the court or other decision maker.

18.14 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules.

18.15 Venue & Jurisdiction. Legal actions regarding this Agreement shall be instituted in the Superior Court of the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona sitting in Maricopa County. City and Developer agree to the exclusive jurisdiction of such courts. Claims by Developer shall comply with time periods and other requirements of City's claims procedures from time to time.

18.16 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.



DEVELOPER: PR III/CROW RAINTREE OFFICE, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

STATE OF ARIZONA     )  
                                      )  
County of Maricopa     )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_, a Delaware limited liability company, on behalf of said Company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

DEVELOPER: PR III/CROW RAINTREE MULTIFAMILY, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

STATE OF ARIZONA     )  
                                      )  
County of Maricopa     )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_, a Delaware limited liability company, on behalf of said Company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

CITY OF SCOTTSDALE,  
an Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

By: \_\_\_\_\_  
W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

\_\_\_\_\_, City Attorney  
Margaret Wilson, Senior Assistant City Attorney

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by W .J. "Jim" Lane, Mayor of the City of Scottsdale, an Arizona municipal corporation.

My Commission Expires:

\_\_\_\_\_  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

LOT 1, MINOR LAND DIVISION PLAT NORTHSIGHT AND RAINTREE RECORDED AS DOCUMENT NO. 20180578071 IN BOOK 1401 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A REPLAT OF A PORTION OF PARCEL 2 OF NORTHSIGHT, RECORDED IN BOOK 302, PAGE 11, MARICOPA COUNTY RECORDS AND A PROTION OF PARCEL "C" DESCRIBED IN DOCUMENT NO. 94-0128764, MARICOPA COUNTY RECORDS, LYING WITHIN THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXHIBIT A

Page 1 of 1

Contract No. \_\_\_\_\_  
(Resolution No. \_\_\_\_\_)

**EXHIBIT “A-1”**

**LEGAL DESCRIPTION – PARCEL 1**

**EXHIBIT A-2**

**LEGAL DESCRIPTION – PARCEL 2**

**EXHIBIT “B”**  
**DEVELOPMENT AREA BUDGET**

- Total Property Size = 8.24 acres (net) or 359,137 s.f. (net)
- Total Property Size = 9.64 acres (gross) or 419,918 s.f. (gross)
- Maximum FAR with Bonus = 1.11 \* 359,137 net square feet = 396,983 square feet

<b>Area</b>	<b>Assessor Parcel Number APN</b>	<b>Acres (Net)</b>	<b>Acres (Gross)</b>	<b>Maximum Square Footage-All PCP Land Uses (Commercial &amp; Residential)</b>	<b>Minimum Open Space Square Footage</b>
<b>Parcel 1</b>		3.12	3.40	218,419 s.f.	62,746 s.f.
<b>Parcel 2</b>	_____	5.12	6.24	178,564 s.f.	44,360 s.f.
<b>Totals for Entire Property</b>		<b>8.24</b>	<b>9.64</b>	396,983 s.f.	<b>107,106 s.f.</b>

# Trammell Crow Company

November 18, 2019

**Via Hand-Delivery with Application, to:**

City of Scottsdale  
Planning & Development Services Department  
7447 East Indian School Road, Suite 105  
Scottsdale, Arizona 85251

***Re: Letter of Authorization – Trammell Crow Company – Raintree Rezone***

To Whom It May Concern:

This letter authorizes the firms and companies of Trammell Crow Company, Berry Riddell, Wood Patel, ESG Architecture & Design, Norris Design, Lokahi and Technical Solutions to represent and act on behalf of **PR III/ Crow Raintree Office, LLC** in connection with the Zoning and Development Review Board applications, as well as any related City matters/applications for the property located 4735 N. Scottsdale Road (north and east of Scottsdale Road & Camelback Road, APN#173-38-418) in the City of Scottsdale, Maricopa County, Arizona.

**PR III / Crow Raintree Office, LLC**

c/o Trammell Crow Arizona Development, Inc.  
Stephen Krager

\_\_\_\_\_  
Title: \_\_\_\_\_Development Manager  
\_\_\_\_\_

## **APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS**

### **POLICY OF THE CITY OF SCOTTSDALE ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS**

#### **RIGHTS OF PROPERTY OWNER**

In addition to other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication or exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) where an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violation of Arizona and federal court decisions.

#### **APPEAL PROCEDURE**

The appeal must be in writing and specify the City action appealed and the date final action was taken, and it must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken. Address the appeal as follows:

Hearing Officer, C/O City Clerk  
3939 Drinkwater Blvd.  
Scottsdale, AZ 85251

- ❖ No fee will be charged for filing
- ❖ The City Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply.
- ❖ Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- ❖ The city will submit a takings impact report to the hearing officer.
- ❖ In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- ❖ In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication or exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- ❖ The hearing officer must render his decision within five working days after the appeal is heard.
- ❖ The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- ❖ If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial de novo with the Superior Court within 30 days of the hearing officer's decision.

#### **If you have questions about this appeal process, you may contact:**

City Attorney's Office  
3939 Drinkwater Blvd.  
Scottsdale, AZ 85251  
(480) 312-2405

Please be aware that City staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.



**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:

**8501 E. Raintree Drive - 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.

\_\_\_\_\_  
Signature of Property Owner

**12-4-2019**

\_\_\_\_\_  
Date



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

This request concerns all property identified in the development application.

Pre-application No: \_\_\_\_\_ - PA - \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

### STATEMENT OF AUTHORITY:

1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the development application.

### STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the development application in order to efficiently process the application.
2. I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.

Property owner/Property owners agent: \_\_\_\_\_

Print Name

\_\_\_\_\_  
Signature

### City Use Only:

Submittal Date: \_\_\_\_\_ Case number: \_\_\_\_\_

### Planning, Neighborhood & Transportation Division

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



## 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 the development applications are reliant upon the approval of another development application. City Staff may agree to process concurrently where one or more the development applications are reliant upon 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 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: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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 that states that a concurrent development application that is reliant on a decision of separate development application and is submitted at the risk of the property owner, is not considered to be subject to the provisions and timeframes of the Regulatory Bill of Rights (A.R.S. §9-831 – 9-840); and 4) that upon completion of the City review(s) of the development applications, the development application(s) may not be approved.

Property owner (Print Name): \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

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

Accommodation - Not Insured  
LSU File No. AZCLT18-3612

**DECLARATION OF EASEMENTS  
(Shared Access Driveway)**

THIS DECLARATION ("**Declaration**") is made as of this 14 day of September, 2018 (the "**Effective Date**") by **LIBERTY PROPERTY LIMITED PARTNERSHIP**, a Pennsylvania limited partnership ("**Liberty**").

**RECITALS:**

- A. Liberty is the owner in fee simple of the following parcels of real property: the vacant land legally described on attached **Exhibit A** and commonly known as XXX East Raintree Drive (the "**Vacant Raintree Parcel**") and the real property legally described on attached **Exhibit B** and commonly known as 8501 East Raintree Drive (the "**8501 Raintree Parcel**"; collectively the 8501 Raintree Parcel and Vacant Raintree Parcel are referred to herein as the "Parcels").
- B. A portion of a certain driveway is located on each Parcel and provides the Vacant Raintree Parcel with access to Northsight Boulevard and provides the 8501 Raintree Parcel with additional access to East Raintree Drive (the "**Shared Driveway**"), as depicted and shown on **Exhibit C** and legally described on attached **Exhibit C-1** (the "**Shared Driveway Easement Area**").
- C. Liberty wishes to declare certain access and easement rights for the Parcels described above on the terms and conditions set forth in this Declaration.

**DECLARATION:**

NOW, THEREFORE, Liberty, on behalf of itself and its successors and assigns, does hereby declare, grant and establish the following easement, subject to the terms and conditions set forth herein:

1. **Incorporated.** The above stated Recitals are incorporated herein as if fully restated in this paragraph.

2. **Additional Definitions.** As used in this Declaration, the following terms have the following definitions:

2.1 **“Maintenance”:** “Maintenance” means all labor and materials which are reasonably necessary from time to time to repair, replace and maintain the subject area in good order, condition and repair and in compliance with all applicable governmental regulations, including cleaning, sweeping, striping, patching, repaving, resurfacing and re-curbings, marking of traffic controls, and removal of trash and debris.

2.2 **“Owner”:** “Owner” shall mean the person, persons, entity or entities holding legal or equitable title to a Parcel. If a Parcel is the subject of an installment sales agreement, “Owner” shall mean the equitable owner under such installment sales agreement. If a Parcel is the subject of a ground lease, “Owner” shall mean the owner of the improvements on such Parcel. As used in the context of this Declaration, if there is more than one owner of any Parcel all of said owners are herein collectively called “Owner,” except as otherwise provided herein.

2.3 **“Parcel”:** The 8501 Raintree Parcel and Vacant Raintree Parcel are each termed a “Parcel”.

3. **Grant of Easement.** Liberty hereby establishes and grants for the benefit of the 8501 Raintree Parcel and the Vacant Raintree Parcel a non-exclusive perpetual easement for vehicular ingress and egress over the Shared Driveway Easement Area.

4. **Maintenance of the Driveway.** Unofficial Document

4.1 Responsibility for the Maintenance of the Shared Driveway shall be as follows:

4.1.1 From the Effective Date until the date construction on the Vacant Raintree Parcel commences, the Owner of the 8501 Raintree Parcel shall be solely responsible for the Maintenance of the Shared Driveway at its sole expense. The Owner of the 8501 Raintree Parcel shall keep the Vacant Raintree Parcel free from any liens arising out of its Maintenance of the Shared Driveway, and should any such lien or notice of such lien be filed against the Vacant Raintree Parcel, the Owner of the 8501 Raintree Parcel shall discharge the same by bonding or otherwise within fifteen (15) days after the Owner of the 8501 Raintree Parcel is notified thereof.

4.1.2 From the date construction on the Vacant Raintree Parcel commences until this Declaration is terminated, the Owner of each Parcel shall each be responsible for the Maintenance of the portion of the Shared Driveway on its respective Parcel. All costs reasonably incurred from time to time by the Owner of each Parcel in performing Maintenance pursuant to this Section 4.2.1, together with cost of applicable permits, cost of municipal inspections, and the cost of design, engineering and inspection consultants appropriate to any repair or replacement project (collectively, **“Maintenance Costs”**) shall be allocated between the Owner of the 8501 Raintree Parcel and the Owner of the Vacant Raintree Parcel as follows: each Parcel Owner’s share shall be a fraction, the numerator of which is the total square footage of the building(s) developed on its Parcel (excluding parking garages and other structures not intended for occupancy), and the denominator of which shall be the total square footage of all buildings

developed on the 8501 Raintree Parcel and the Vacant Raintree Parcel. The parties stipulate and agree the square footage of the existing building on the 8501 Raintree Parcel is 123,340 square feet. The foregoing notwithstanding, if the Vacant Raintree Parcel is developed and used in a manner substantially dissimilar to the 8501 Raintree Parcel, with the result that the above-stated allocation substantially fails to approximate actual use, each Parcel Owner agrees that will not unreasonably withhold its consent to an amendment to this Declaration providing for an equitable allocation of Maintenance Costs. Each Parcel Owner shall reimburse the other Parcel Owner from time to time for its share of Maintenance Costs within 30 days after receiving a written request for reimbursement from the respective other Parcel Owner, accompanied by copies of invoices or other appropriate evidence of the Maintenance Costs incurred.

**5. Use of the Shared Driveway Easement Area.** Each Parcel Owner reserves to itself all incidents of ownership and uses of the Shared Driveway Easement Area on its Parcel that are not inconsistent with the easement rights granted herein.

**6. Reservation of Rights.** Liberty hereby reserves onto the Owner of the Vacant Raintree Parcel the right (i) to relocate the portion of the Shared Driveway located on Vacant Raintree Parcel, and (ii) to temporarily prevent or restrict access to the Shared Driveway while the Shared Driveway is under construction and being relocated. If the Owner of the Vacant Raintree Parcel elects to relocate the Shared Driveway as provided herein, the Owner of the Vacant Raintree Parcel will be responsible for all costs incurred in the relocation of the Shared Driveway and all costs to repair any damage caused to any part of the Shared Driveway as a result of the relocation. Unless the Owner of the 8501 Raintree Parcel otherwise consents in writing, (i) the relocated Shared Driveway will not involve Unofficial Document the construction or modification of any improvements on the 8501 Raintree Parcel, and (ii) the relocated Shared Driveway must provide reasonably direct access to the 8501 Raintree Parcel comparable in utility to the existing location of the Shared Driveway. As of the date hereof, access to the 8501 Raintree Parcel by means of the Shared Driveway is controlled by means of gates, a guard-house and related improvements installed near the curb cut to East Raintree Drive and near the curb cut to Northsight Boulevard. Within one hundred twenty (120) days following the request of the Owner of the Vacant Raintree Parcel, the Owner of the 8501 Raintree Parcel shall cause these access-control improvements to be removed; provided, however, (i) with respect to the access controls at East Raintree Drive, such request shall not be made more than 120 days prior to the date by which the Owner of the Vacant Raintree Parcel anticipates commencing its construction activities and/or commencing the relocation of the Shared Driveway, and (ii) with respect to the access controls at Northsight Boulevard, such request shall not be made more than 120 days prior to the date by which the Owner of the Vacant Raintree Parcel anticipates business operations or occupancy commencing in any improvements constructed on the Vacant Raintree Parcel, all such dates as determined by the Owner of Vacant Raintree Parcel in its reasonable discretion.

**7. Indemnity; Insurance.** Except as otherwise provided herein, the Owner of each Parcel shall indemnify, defend, and hold the Owner of the other Parcel harmless against any and all claims, damages, losses, or expenses, arising as a result of the use of the Shared Driveway Easement Area by such Owner, or its tenants, or its or their agents, employees, contractors, invitees or licensees. Each Owner will maintain or cause to be maintained commercial general liability insurance, including contractual liability insurance for the liability of such Owner assumed

under the indemnification provisions of this Declaration, covering claims for bodily injury and property damage, in commercially reasonable amounts (but not less than \$1,000,000 combined single limit coverage with a \$2,000,000 general aggregate limit). At the request of either Owner from time to time, the other Owner shall provide the requesting Owner a certificate of insurance evidencing the coverage required to be maintained under this Declaration.

**8. Default; Remedies; Payment.** If an Owner defaults in any of its obligations under any provision of this Declaration, and such default continues for 30 days after written notice thereof given by the aggrieved Owner (or, with respect to nonmonetary defaults, the defaulting owner fails to commence reasonable efforts to cure within such 30 days, or fails to diligently complete such cure within a reasonable time thereafter), the aggrieved Owner may enforce such obligations, either at law or in equity, by injunction or specific performance or other available relief, or may perform or pay all or any part of such obligations and charge the cost of performing or the payment made, including reasonable attorneys' fees, to the defaulting Owner. The indebtedness incurred hereunder on behalf of a defaulting Owner shall bear interest from the later of the date incurred or ten (10) days after notice of default is given as herein provided at a rate per annum of two percent (2%) in excess of the rate from time to time publicly announced by U.S. Bank National Association, or any successor national banking association, as its "**Reference Rate**" (or if payment of such interest cannot be lawfully enforced, then at the highest rate which can be enforced). Any such indebtedness, interest and costs of suit or collection shall also be recoverable by any remedy then available to the creditor at law or in equity. Failure to enforce any covenant hereunder shall not be deemed to be a waiver of the right to do so thereafter.

**9. Legal Effect.** The easement and rights created by this Declaration benefit and burden, as stated herein, the 8501 Raintree Parcel and the Vacant Raintree Parcel, and may not be transferred, assigned or encumbered except as an appurtenance to such real property. Each covenant contained in this Declaration constitutes a covenant running with the land. Upon the conveyance of all or any part of the fee title of a Parcel, the grantee thereof, by accepting such conveyance, will thereby become a new party to, and be bound by, this Declaration. The conveying Owner will be released from any obligation under this Declaration arising after the conveyance with respect to the real property so conveyed.

**10. Amendment.** This Declaration and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of the then Owners of the 8501 Raintree Parcel and the Vacant Raintree Parcel. No amendment, modification, extension or termination of this Declaration will affect the rights of the holder of any mortgage or deed of trust then constituting a lien on either Parcel unless such mortgagee or beneficiary consents to the same. No tenant, licensee or other person having only a possessory interest in the improvements on a Parcel will be required to join in execution of or consent to any action taken by the Owners pursuant to this Declaration.

**11. Successors and Assigns.** This Declaration shall inure to the benefit of and be binding on the parties hereto and all present and future Owners of the 8501 Raintree Parcel and the Vacant Raintree Parcel and their respective successors and assigns. This Declaration will not terminate or be deemed to have merged into any estate by virtue of either Parcel coming into common ownership.



12. **Estoppel Certificates.** Each Owner, within 15 days after its receipt of a written request from the Owner, shall from time to time provide the requesting Owner a certificate binding upon the certifying Owner certifying to such Owner's knowledge: (a) whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect.

13. **No Termination.** It is expressly agreed that no breach of this Declaration shall entitle either Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

14. **Limitation on Damages.** Notwithstanding anything in this Declaration to the contrary, in no event will either Owner be liable for any consequential, punitive, loss of business or profits or special damages arising out of the breach of this Declaration or the exercise of the rights granted herein.

15. **No Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the easements herein granted, or any thereof, to or for the general public, it being the parties' intention that such easements be for the exclusive benefit of the Owners and their tenants, and their respective employees, agents and invitees. The Owners agree to take all necessary and appropriate action to prevent such a dedication the public use.

16. **Severability.** If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.

17. **Condemnation.** If any portion of a Parcel that is subject to the Shared Driveway hereunder is taken by eminent domain or conveyance under threat of condemnation, the award shall be deemed to belong solely to the Owner owning the Parcel in question. Either Owner adversely affected by the eminent domain proceeding or conveyance under threat of condemnation shall have the right to pursue its own award of damages from the condemning authority for the adverse effect such taking or conveyance in lieu thereof may have on said Owner's Parcel.

18. **Governing Laws.** This Declaration will be construed in accordance with the laws of the State of Arizona.



**APPLICATION FOR THE ISSUANCE OF CONDITION OF TITLE REPORT**

Applicant is in the process of investigating the Ownership of and defects, liens and encumbrances against an Interest in Land. As a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Report based upon the hereinafter defined Title Instruments, which Report will disclose the Ownership of and defects, liens and encumbrances against the hereinafter identified Interest in the hereinafter described Land. Applicant does not at this time need nor desire the benefit or protection afforded by a Policy of Title Insurance. The Report provided will be solely for the purpose of facilitating Applicant's investigation and for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Report shall mean:
  - a. Applicant – The party or parties who have executed this Application and who are named in the Report.
  - b. Company – The Title Insurance Company making the Report.
  - c. Report – Condition of Title Report.
  - d. Land – The real property described in the Application.
  - e. Interest – The Estate in the Land described on the Application.
  - f. Ownership – The Vesting of title to the Interest identified in the Application.
  - g. Title Instruments:
    1. Documents recorded in the Office of the County Recorder of the County in which the land is located reviewed by the Company to facilitate the Company's issuance of title insurance policies excluding therefrom, however, any documents pertaining to (a) unpatented mining claims, (b) patents, (c) water rights, claims or title to water, (d) the lease, grant, exception or reservation of minerals or mineral rights.
    2. Documents, obtained by the Company to facilitate the issuance of title insurance policies, relating to the payment of Real Estate Taxes levied on the Interest in the Land excluding therefrom, however, any special assessments which are not collected by the Tax Collector for the County in which the Land is located.
2. The Land is described as follows:

**See Exhibit A attached hereto and made a part hereof.**
3. The Interest in the Land is a:
  - ☒ a. Fee
  - ☐ b. Leasehold created by \_\_\_\_\_
  - ☐ c. Other \_\_\_\_\_
4. Applicant specifically instructs the Company to set forth in the Report only the Ownership of and defects, liens and encumbrances against the Interest in the Land as disclosed by the Title Instruments. Applicant understands that during the course of preparing the Report, the Company may become aware of other matters pertaining to the Land or other Interests therein. Even if the company knows or would have reason to know Applicant may have an interest in these other matters, Applicant imposes no duty or responsibility on the Company to disclose those matters to Applicant either through the Report or otherwise.
5. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND AGREES:

- a. That the Company's sole obligation under the Report, and this Application, shall be to set forth the Ownership of and defects, liens and encumbrances against the Interest in the Land as disclosed by the Title Instruments.
- b. That the Company shall not be obligated under this Report to pay costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.
- c. That the Report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.
- d. That the Company's liability under the Report for an error or omission is, as stated below, limited and that if Applicant desires that the Company assume additional liability, a Policy of Title Insurance, Binder, Commitment, or Guarantee should be requested.
- e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of this Application and the Report.
- f. That the Report is not valid and the Company shall have no liability thereunder unless this Application is attached thereto.

### LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS REPORT SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO SET FORTH THE OWNERSHIP OF AND DEFECTS, LIENS AND ENCUMBRANCES AGAINST THE INTEREST IN THE LAND AS DISCLOSED BY THE TITLE INSTRUMENTS, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED LOSS TO THE APPLICANT; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF FIVE THOUSAND DOLLARS (\$5,000.00).

ACCORDINGLY, APPLICANT REQUESTS THAT THE REPORT BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE REPORT.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTOOD ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

EXECUTED THIS 15th day of December, 2020.

(This Application must be signed by the Applicant or an agent representing the Applicant.)

APPLICANT: Trammell Crow Arizona Development,  
Inc.  
\_\_\_\_\_  
Print or Type Name

MAILING ADDRESS:

\_\_\_\_\_  
2231 E. Camelback Rd., Ste. 102  
Phoenix, AZ 85016

\_\_\_\_\_  
Attn.: Paul Tuchin and/or Mona Nanda  
Telephone: (602) 285-3138

AGENT FOR  
APPLICANT

\_\_\_\_\_  
Signature

MAILING ADDRESS:

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone





## Fidelity National Title Insurance Company

Title No.: AZ-FMPC-IMP-N/A-1-20-55002885

### CONDITION OF TITLE REPORT

**Fidelity National Title Insurance Company, a Florida Corporation,**  
herein called the Company,

*SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF THE APPLICATION FOR THIS CONDITION OF TITLE REPORT, WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND MADE A PART HEREOF*

#### REPORTS

*To the party named in Schedule A, that as disclosed by the Title Instruments, the ownership of and the defects liens and encumbrances against the Interest in the Land are as shown in Schedule B.*

*Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at the issuing office or to:*

*Fidelity National Title Insurance Company Claims Center  
PO Box 45023  
Jacksonville, Florida, 32232-5023  
Attn: Claims Administration*

*THIS REPORT IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE, OR COPY THEREOF, IS ATTACHED HERETO.*

Countersigned by:

*Natalie Bombardieri*

Authorized Signature



By:

*[Signature]*

ATTEST

President

*[Signature]*

Secretary

## **CONDITION OF TITLE REPORT**

### **SCHEDULE A**

Fee: **\$0.00**

Date of Report: **December 10, 2020 at 07:30 am**

1. Name of Party:

**Trammell Crow Arizona Development, Inc.**

2. The Interest referred to in the Application is:

**A FEE, as to Parcel No. 1 and AN EASEMENT, as to Parcel No. 2 and 3**

3. The Land referred to in the Application is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

**Issuing agent for Fidelity National Title Insurance Company**

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

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

**PARCEL NO. 1:**

**Lot 1, MINOR LAND DIVISION PLAT RAINTREE, recorded in [Book 1528 of Maps, Page 18](#), records of Maricopa County, Arizona.**

**PARCEL NO. 2:**

**An easement for cross access as set forth in Reciprocal Easement Agreement recorded in Recording No. 1997-778290, over a portion of Parcel 2, as shown on the MAP OF DEDICATION, NORTHSIGHT, recorded in [Book 302 of Maps, page 11](#) and Affidavit of Correction recorded in [Recording No. 1987-478660](#), and a portion of Parcel "C", as described in the 10 foot wide right-of-way abandonment recorded in [Recording No. 1994-128764](#), records of Maricopa County, Arizona, located in a portion of the Southeast quarter of Section 12, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:**

**COMMENCING at the centerline intersection of Northsight Boulevard and Raintree Drive as shown on said MAP OF DEDICATION, NORTHSIGHT;**

**THENCE South 00 degrees 12 minutes 14 seconds West, along said centerline of Northsight Boulevard, a distance of 624.95 feet;**

**THENCE South 89 degrees 47 minutes 46 seconds East, leaving said centerline, a distance of 45.00 feet to a point lying on the Westerly line of said Parcel "C", said point being the POINT OF BEGINNING;**

**THENCE South 89 degrees 47 minutes 46 seconds East, leaving said Westerly line, a distance of 152.28 feet;**

**THENCE South 00 degrees 12 minutes 14 seconds West 20.00 feet;**

**THENCE North 89 degrees 47 minutes 46 seconds West, a distance of 152.28 feet to a point lying on said Westerly line;**

**THENCE North 00 degrees 12 minutes 14 seconds East, along said Westerly line, a distance of 20.00 feet to the POINT OF BEGINNING.**

**PARCEL NO. 3:**

**A non-exclusive perpetual easement for vehicular ingress and egress by and pursuant to that certain "Declaration of Easements (Shared Access Driveway)" recorded September 17, 2018 in [Recording No. 2018-0696547](#), records of Maricopa County, Arizona.**

APN:

## CONDITION OF TITLE REPORT

### SCHEDULE B

Fidelity National Title Insurance Company reports that Title Instruments, on the date hereof, disclose:

1. Ownership of the Interest is in the name of:

PR III/Crow Raintree Residential, LLC, a Delaware limited liability company

2. The following defects, liens and encumbrances (which are not necessarily shown in their order of priority) against the Interest:

1. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2020 Taxes.
2. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2021.
3. Reservations contained in the Patent

From: The United States of America  
Recording Date: 12/06/1918  
Recording No: [Book 130 of Deeds, page 421](#)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts and there is reserved a right of way thereon for ditches or canals constructed by the authority of the United States of America.

4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Easements, covenants, conditions and restrictions as set forth on the plat recorded in [Book 302 of Maps, page 11](#) and Affidavit of Correction recorded in [Recording No. 1987-478660](#).
6. Matters contained in that certain document

Entitled: Reciprocal Easement Agreement  
Dated: 11/05/1997  
Executed by: Mall at the Crossroads, Inc., a Washington corporation, and Swiftsure Realty Corporation, a Delaware corporation  
Recording Date: 11/05/1997  
Recording No: 1997-778290

Reference is hereby made to said document for full particulars.

7. Matters contained in that certain document

Entitled: City of Scottsdale Lot Split Approval  
Recording Date: 12/03/1998  
[Recording No: 1998-1096697](#)

Reference is hereby made to said document for full particulars.

**SCHEDULE B**  
**(Continued)**

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

Purpose: Utilities  
Recording Date: 03/28/2006  
[Recording No: 2006-410768](#)

9. Matters contained in that certain document

Entitled: City of Scottsdale Drainage and Flood Control Easement and Provision for Maintenance  
Recording Date: 03/30/2006  
[Recording No: 206-425536](#)

Reference is hereby made to said document for full particulars.

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

Purpose: Public access  
Recording Date: 05/08/2007  
[Recording No: 2007-534291](#)

11. Easements, covenants, conditions and restrictions as set forth on the plat recorded in [Book 1401 of Maps, page 16](#) and thereafter, Release by the City of Scottsdale recorded in [Recording No. 2019-921892](#).

12. Matters contained in that certain document

Entitled: Declaration of Easements (Shared Access Driveway)  
Recording Date: 09/17/2018  
[Recording No: 2018-696547](#)

Reference is hereby made to said document for full particulars.

13. Easements, covenants, conditions and restrictions as set forth on the plat recorded in [Book 1494 of Maps, page 45](#).

14. Easements, covenants, conditions and restrictions as set forth on the plat recorded in [Book 1528 of Maps, page 18](#).

15. Matters contained in that certain document

Entitled: Agreement for the Waiver of Claims for Diminution in Value of Property  
Recording Date: 07/06/2020  
[Recording No: 2020-597679](#)

Reference is hereby made to said document for full particulars.

16. Matters contained in that certain document

Entitled: Development Agreement  
Recording Date: 07/06/2020  
[Recording No: 2020-597481](#)

Reference is hereby made to said document for full particulars.



**SCHEDULE B**  
**(Continued)**

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

Amount: \$40,315,442.00  
Dated: 11/13/2019  
Trustor/Grantor PR III/Crow Raintree Office, LLC, a Delaware limited liability company  
Trustee: Western Alliance Bank, an Arizona corporation  
Beneficiary: Western Alliance Bank, an Arizona corporation  
Recording Date: 11/13/2019  
Recording No: 2019-911503

Tax Note:

Year: 2020  
Tax Parcel No: 215-53-103A  
Total Tax: \$31,045.40  
First Installment Amount: \$ Paid  
Second Installment Amount: \$15,522.70

3. The following matters are disclosed by name only and the Company, without additional information, is unable to determine whether any or all of these matters are defects, liens or encumbrances against the Interest:

18. No matters showing of record.


THIS DECLARATION has been executed as of the date and year first above written.

**LIBERTY:**

LIBERTY PROPERTY LIMITED PARTNERSHIP

By: Liberty Property Trust

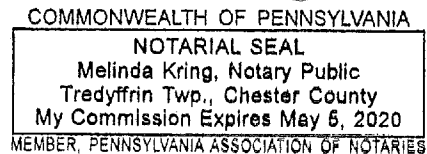
Its: Sole General Partner

By:   
 Name: Michael S. Cohen  
 Title: Senior Vice President, Investments

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
 COUNTY OF CHESTER )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September, 2018, by Michael S. Cohen, the Unofficial Document of Liberty Property Trust, a Maryland real estate investment trust, the sole general partner of Liberty Property Limited Partnership, a Pennsylvania limited partnership, on behalf of the partnership.

  
 Notary Public



THIS DOCUMENT WAS DRAFTED BY:  
 Fredrikson & Byron, P.A.  
 200 South Sixth Street, Suite 4000  
 Minneapolis, MN 55402-1425

64561957.2

**EXHIBIT A****LEGAL DESCRIPTION OF VACANT RAINTREE PARCEL**

LOT 1, MINOR LAND DIVISION PLAT NORTHSIGHT AND RAINTREE RECORDED IN DOCUMENT 20180578071 IN BOOK 1401 PAGE 16 BEING A REPLAT OF A PORTION OF PARCEL 2 OF NORTHSIGHT, RECORDED IN BOOK 302, PAGE 11, MARICOPA COUNTY RECORDS AND A PORTION OF PARCEL "C" DESCRIBED IN DOCUMENT NO. 94-0128764, MARICOPA COUNTY RECORDS, LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Together with an easement for cross access as set forth in Reciprocal Easement Agreement recorded in Document No. 97-0778290, over a portion of Parcel 2, as shown on the Map of Dedication, NORTHSIGHT, recorded in Book 302 of Maps, page 11 and Affidavit of Correction recorded in Document No. 87-478660, and a portion of Parcel "C", as described in the 10 foot wide right-of-way abandonment recorded in Document No. 94-0128764, records of Maricopa County, Arizona, located in a portion of the Southeast quarter of Section 12, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the centerline intersection of Northsight Boulevard and Raintree Drive as shown on said Map of Dedication, NORTHSIGHT;  
Unofficial Document

Thence South 00 degrees 12 minutes 14 seconds West, along said centerline of Northsight Boulevard, a distance of 624.95 feet;

Thence South 89 degrees 47 minutes 46 seconds East, leaving said centerline, a distance of 45.00 feet to a point lying on the Westerly line of said Parcel "C", said point being the True Point of Beginning;

Thence South 89 degrees 47 minutes 46 seconds East, leaving said Westerly line, a distance of 152.28 feet;

Thence South 00 degrees 12 minutes 14 seconds West 20.00 feet;

Thence North 89 degrees 47 minutes 46 seconds West, a distance of 152.28 feet to a point lying on said Westerly line;

Thence North 00 degrees 12 minutes 14 seconds East, along said Westerly line, a distance of 20.00 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT B****LEGAL DESCRIPTION OF 8501 RAINTREE PARCEL**

LOT 2, MINOR LAND DIVISION PLAT NORTHSIGHT AND RAINTREE RECORDED IN DOCUMENT 20180578071 IN BOOK 1401 PAGE 16 BEING A REPLAT OF A PORTION OF PARCEL 2 OF NORTHSIGHT, RECORDED IN BOOK 302, PAGE 11, MARICOPA COUNTY RECORDS AND A PORTION OF PARCEL "C" DESCRIBED IN DOCUMENT NO. 94-0128764, MARICOPA COUNTY RECORDS, LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Together with an easement for cross access as set forth in Reciprocal Easement Agreement recorded in Document No. 97-0778290, over a portion of Parcel 2, as shown on the Map of Dedication, NORTHSIGHT, recorded in Book 302 of Maps, page 11 and Affidavit of Correction recorded in Document No. 87-478660, and a portion of Parcel "C", as described in the 10 foot wide right-of-way abandonment recorded in Document No. 94-0128764, records of Maricopa County, Arizona, located in a portion of the Southeast quarter of Section 12, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the centerline intersection of Northsight Boulevard and Raintree Drive as shown on said Map of Dedication, NORTHSIGHT;  
Unofficial Document

Thence South 00 degrees 12 minutes 14 seconds West, along said centerline of Northsight Boulevard, a distance of 624.95 feet;

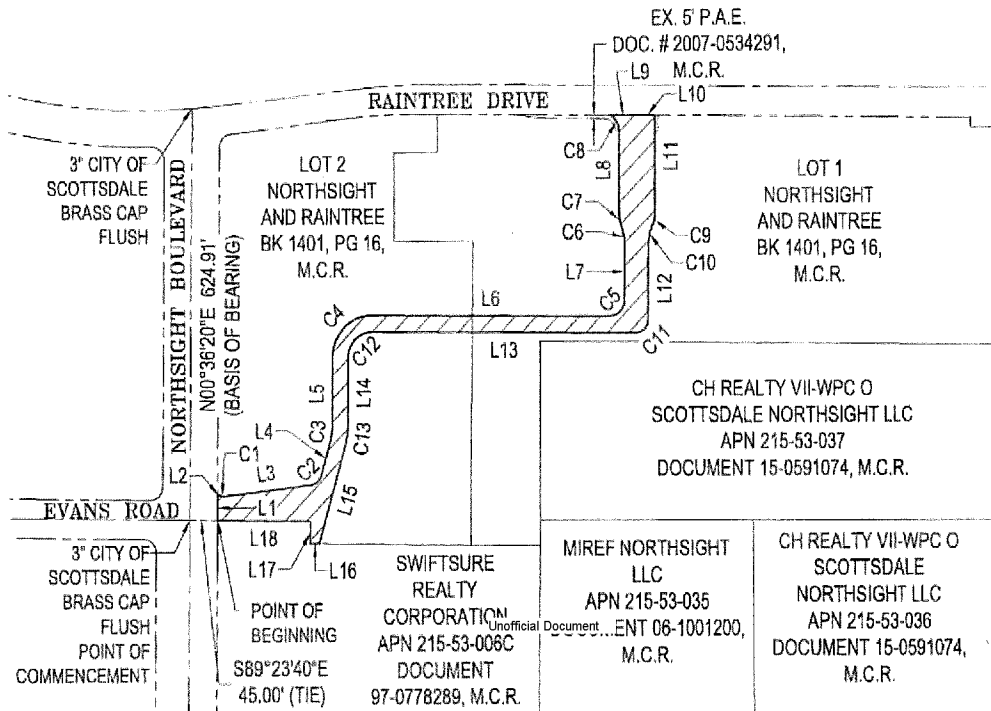
Thence South 89 degrees 47 minutes 46 seconds East, leaving said centerline, a distance of 45.00 feet to a point lying on the Westerly line of said Parcel "C", said point being the True Point of Beginning;

Thence South 89 degrees 47 minutes 46 seconds East, leaving said Westerly line, a distance of 152.28 feet;

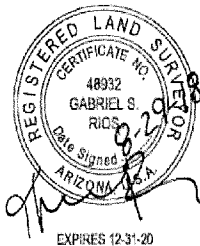
Thence South 00 degrees 12 minutes 14 seconds West 20.00 feet;

Thence North 89 degrees 47 minutes 46 seconds West, a distance of 152.28 feet to a point lying on said Westerly line;

Thence North 00 degrees 12 minutes 14 seconds East, along said Westerly line, a distance of 20.00 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT C****DEPICTION OF THE  
SHARED DRIVEWAY EASEMENT AREA**

**WOOD/PATEL**  
MISSION: CLIENT SERVICE\*  
(480) 834-3300  
WWW.WOODPATEL.COM



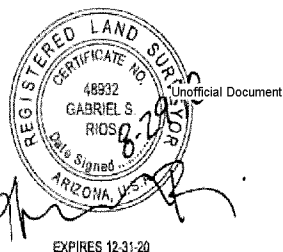
**EXHIBIT "A"**  
NORTHSIGHT AND RAINTREE  
SHARED DRIVEWAY EASEMENT AREA  
REVISED 08-29-2018  
WP# 184803.80  
PAGE 3 OF 4  
NOT TO SCALE  
Z:\2018\184803\Survey\Legal\4803-L01R02.dwg

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°36'20"E	39.10'
L2	S69°44'49"E	2.91'
L3	N83°16'36"E	142.30'
L4	N16°35'09"E	58.35'
L5	N00°22'07"E	108.82'
L6	S89°39'37"E	392.34'
L7	N00°28'10"E	86.60'
L8	N00°28'10"E	118.31'
L9	S89°34'36"E	43.08'
L10	S89°33'28"E	30.98'
L11	S00°28'10"W	152.21'

LINE TABLE		
LINE	BEARING	DISTANCE
L12	S00°28'10"W	113.92'
L13	N89°39'37"W	434.27'
L14	S00°22'07"W	105.40'
L15	S16°35'09"W	155.36'
L16	N89°23'05"W	14.90'
L17	N00°36'20"E	34.11'
L18	N89°23'40"W	152.28'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	26°58'35"	20.00'	9.42'
C2	66°41'27"	20.00'	23.28'
C3	16°13'01"	50.00'	14.15'
C4	89°58'16"	65.00'	102.07'
C5	89°52'13"	24.00'	37.64'
C6	20°30'03"	50.00'	17.89'
C7	20°30'03"	100.00'	35.78'
C8	66°44'48"	25.58'	29.80'
C9	25°57'12"	30.00'	13.59'
C10	25°57'12"	70.00'	31.71'
C11	89°52'13"	20.00'	31.37'
C12	89°58'16"	40.00'	62.81'
C13	16°13'01"	100.00'	28.30'

**WOOD/PATEL**  
 MISSION: CLIENT SERVICE ®  
 (480) 834-3300  
 WWW.WOODPATEL.COM



**EXHIBIT "A"**  
 NORTHSIGHT AND RAINTREE  
 SHARED DRIVEWAY EASEMENT AREA  
 REVISED 08-29-2018  
 WP# 184803.80  
 PAGE 4 OF 4  
 NOT TO SCALE

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**EXHIBIT C-1****LEGAL DESCRIPTION OF THE  
SHARED DRIVEWAY EASEMENT AREA**

That portion of the southeast quarter of Section 12, Township 3 North, Range 4 East, all lying within the southeast quarter of Section 12, Township 3 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the intersection of Evans Road and Northsight Boulevard as shown on said M.L.D.P., a 3-inch City of Scottsdale brass cap flush, from which the intersection of Raintree Drive and Northsight Boulevard as shown on said M.L.D.P., a 3-inch City of Scottsdale brass cap flush, bears North 00°36'20" East (basis of bearing), a distance of 624.91 feet;

**THENCE** South 89°23'40" East, a distance of 45.00 feet, to the east right-of-way line of said Northsight Boulevard and the **POINT OF BEGINNING**;

**THENCE** along said east right-of-way line, North 00°36'20" East, a distance of 39.10 feet;

**THENCE** leaving said east right-of-way line, along the northerly line of that certain Public Motorized Access shown on said M.L.D.P., South 69°44'49" East, a distance of 2.91 feet to the beginning of a curve;

**THENCE** easterly along said curve to the left, having a radius of 20.00 feet, concave north, through a central angle of 26°58'35", a distance of 9.42 feet;

**THENCE** continuing along said northerly <sup>Unofficial Document</sup> the easterly prolongation thereof, North 83°16'36" East, a distance of 142.30 feet to the beginning of a curve;

**THENCE** northeasterly along said curve to the left, having a radius of 20.00 feet, concave northwest, through a central angle of 66°41'27", a distance of 23.28 feet;

**THENCE** North 16°35'09" East, a distance of 58.35 feet to the beginning of a curve;

**THENCE** northerly along said curve to the left, having a radius of 50.00 feet, concave west, through a central angle of 16°13'01", a distance of 14.15 feet;

**THENCE** North 00°22'07" East, a distance of 108.82 feet to the beginning of a curve;

**THENCE** northeasterly along said curve to the right, having a radius of 65.00 feet, concave southeast, through a central angle of 89°58'16", a distance of 102.07 feet;

**THENCE** South 89°39'37" East, a distance of 392.34 feet to the beginning of a curve;

**THENCE** northeasterly along said curve to the left, having a radius of 24.00 feet, concave northwest, through a central angle of 89°52'3", a distance of 37.64 feet;

**THENCE** North 00°28'10" East, a distance of 86.60 feet to the beginning of a curve;

**THENCE** northerly along said curve to the left, having a radius of 50.00 feet, concave west, through a central angle of 20°30'03", a distance of 17.89 feet to a point of reverse curvature;

**THENCE** northerly along said reverse curve to the right, having a radius of 100.00 feet, concave east, through a central angle of 20°30'03", a distance of 35.78 feet;

**THENCE** North 00°28'10" East, a distance of 118.31 feet to the beginning of a curve;

**THENCE** northwesterly along said curve to the left, having a radius of 25.58 feet, concave southwest, through a central angle of 66°44'48", a distance of 29.80 feet, to the south right-of-way line of said Raintree Drive;

**THENCE** along said south right-of-way line, South 89°34'36" East, a distance of 43.08 feet;

**THENCE** South  $89^{\circ}33'28''$  East, a distance of 30.98 feet;  
**THENCE** leaving said south right-of-way line, South  $00^{\circ}28'10''$  West, a distance of 152.21 feet, to the beginning of a curve;  
**THENCE** southerly along said curve to the right, having a radius of 30.00 feet, concave west, through a central angle of  $25^{\circ}57'12''$ , a distance of 13.59 feet, to a point of reverse curvature;  
**THENCE** southerly along said reverse curve to the left, having a radius of 70.00 feet, concave east, through a central angle of  $25^{\circ}57'12''$ , a distance of 31.71 feet;  
**THENCE** South  $00^{\circ}28'10''$  West, a distance of 113.92 feet to the beginning of a curve;  
**THENCE** southwesterly along said curve to the right, having a radius of 20.00 feet, concave northwest, through a central angle of  $89^{\circ}52'13''$ , a distance of 31.37 feet;  
**THENCE** North  $89^{\circ}39'37''$  West, a distance of 434.27 feet to the beginning of a curve;  
**THENCE** southwesterly along said curve to the left, having a radius of 40.00 feet, concave southeast, through a central angle of  $89^{\circ}58'16''$ , a distance of 62.81 feet;  
**THENCE** South  $00^{\circ}22'07''$  West, a distance of 105.40 feet to the beginning of a curve;  
**THENCE** southerly along said curve to the right, having a radius of 100.00 feet, concave west, through a central angle of  $16^{\circ}13'01''$ , a distance of 28.30 feet;  
**THENCE** South  $16^{\circ}35'09''$  West, a distance of 155.36 feet, to the south line of Lot 2 as shown on said M.L.D.P.;  
**THENCE** along said south line, North  $89^{\circ}23'05''$  West, a distance of 14.90 feet;  
**THENCE** North  $00^{\circ}36'20''$  East, a distance of 34.11 feet;  
**THENCE** North  $89^{\circ}23'40''$  West, a distance of 152.28 feet, to the **POINT OF BEGINNING**.

Containing 43,397 square feet or 0.9963 acre Unofficial Document less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April, 2018 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 2016) of said positions based on said survey.