

DATE: 10/03/2016
LDWR NO: 11849
TECH NAME: HICK

TTRRSS: 2N4E 22
JOB NAME: 68TH & INDIAN SCHOOL
PAGE: 1 OF 1

AN EASEMENT DEDICATION CONVEYED TO THE CITY OF SCOTTSDALE PER DOCKET 7546 PAGE 524 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS PER DOCKET 7546 PAGE 524 MCR:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP TWO (2) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

THENCE NORTH 51 DEGREES 48 MINUTES 30 SECONDS EAST, 53.37 FEET ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ARIZONA CANAL TO A POINT;

THENCE EAST (ASSUMED), 25.88 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF INDIAN SCHOOL ROAD, A DISTANCE OF 20.00 FEET;

THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 25.42 FEET TO A POINT ON A LINE BEARING NORTH 51 DEGREES 48 MINUTES 30 SECONDS EAST, A DISTANCE OF 32.34 FEET FROM THE POINT OF BEGINNING HEREIN;

THENCE SOUTH 51 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 32.34 FEET TO THE **TRUE POINT OF BEGINNING**.

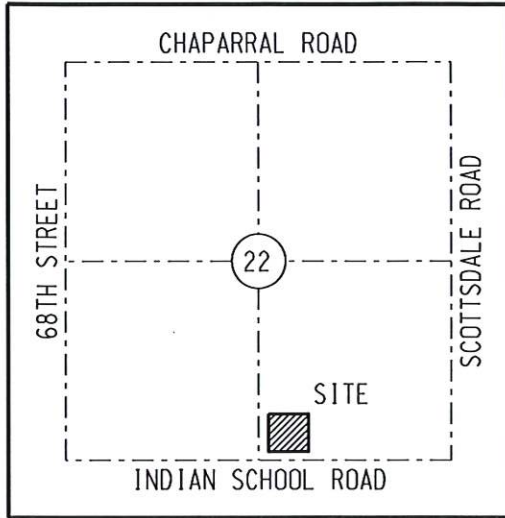
END OF DESCRIPTION



**REGISTRATION
EXPIRES: 09-30-17**

**11-AB-2016
10/25/2016**

EXHIBIT "A"



VICINITY MAP (N.T.S.)
T2N R4E
G&SRM



REGISTRATION
EXPIRES: 09-30-17

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- - - - - CITY OF SCOTTSDALE EASEMENT
- ◆ SECTION CORNER AS NOTED


ABBREVIATION TABLE

M.C.R. MARICOPA COUNTY RECORDER
N.T.S. NOT TO SCALE

BASIS OF BEARINGS:
CITY OF SCOTTSDALE
"VEHICULAR NON-ACCESS EASEMENT"
DOCUMENT NUMBER 2010-0072427, M.C.R.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

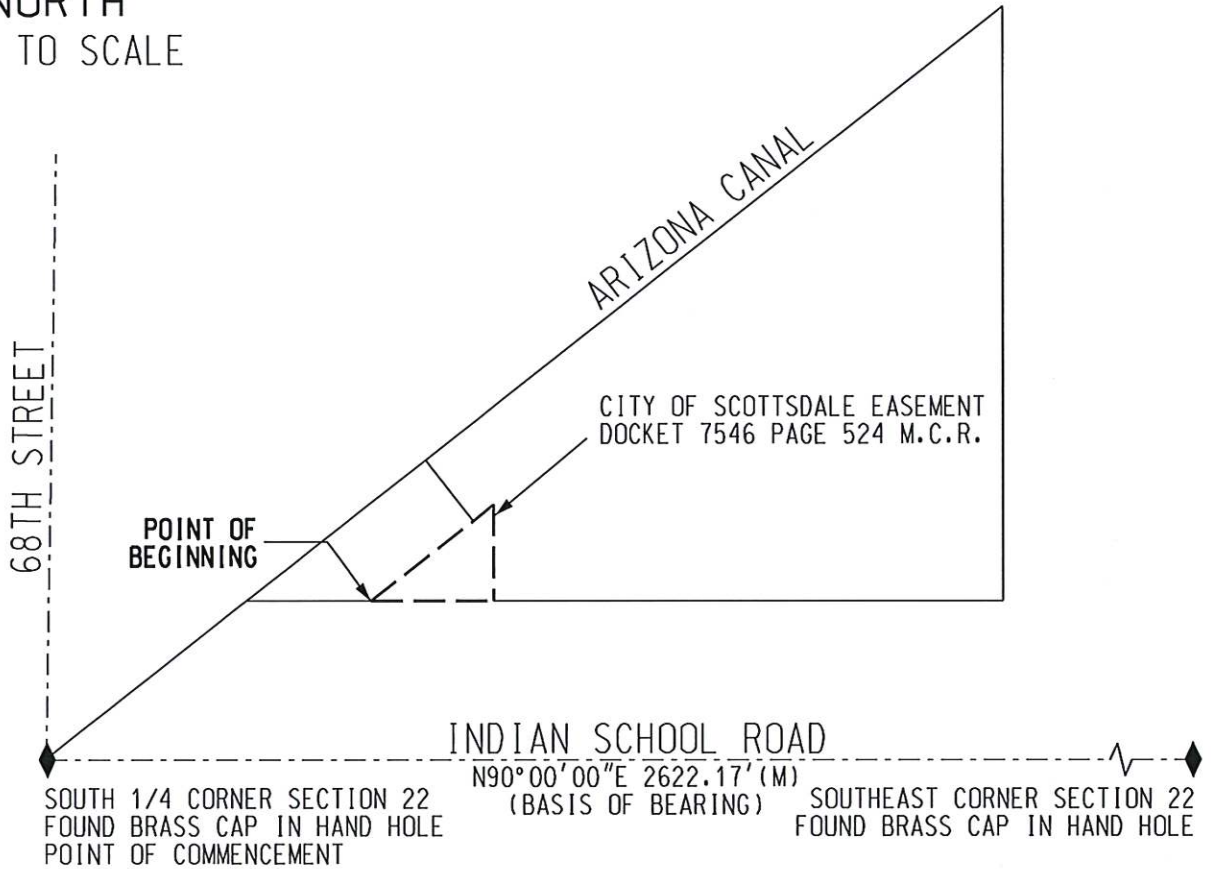
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 11849	SCALE: N.T.S.	
AMP/ I.O. NUMBER: 1000037980	SHEET: 1 OF 2	CITY OF SCOTTSDALE EASEMENT 68th & INDIAN SCHOOL SE 1/4 SEC 22 T. 2 N., R. 4 E.
AGENT: FURROW-HADLEY	SHEET SIZE: 8.5"x11"	
DRAWN: HICK	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: N/A	
DATE: 10-04-2016	FIELD DATE: N/A	


11-AB-2016
10/25/2016

EXHIBIT "A"



NORTH
NOT TO SCALE



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 11849	SCALE: N.T.S.	
AMP/ I.O. NUMBER: 1000037980	SHEET: 2 OF 2	CITY OF SCOTTSDALE EASEMENT 68th & INDIAN SCHOOL SE 1/4 SEC 22 T. 2 N., R. 4 E.
AGENT: FURROW-HADLEY	SHEET SIZE: 8.5"x11"	
DRAWN: HICK	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: N/A	
DATE: 10-04-2016	FIELD DATE: N/A	

11-AB-2016
10/25/2016

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:

Salt River Project owner of 10816 E. Indian School
(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.

Sean Campbell, Sr. Land Agent
Signature of Property Owner

10/25/2016
Date

11-AB-2016
10/25/2016

SCOTTSDALE CANAL HOLDINGS, LLC
4501 NORTH SCOTTSDALE RD., SUITE 201
SCOTTSDALE, AZ 85251
OFFICE: (602) 748-8888

August 15, 2016

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

**Letter of Explanation & Authorization for
Releases of Easements & Encumbrances
Parcel Number: 173-48-048E**

Ladies & Gentlemen:

Thank you for your assistance in releasing several easements and other encumbrances associated with property located at the intersection of Indian School Road and the Arizona Canal, immediately east of 68th Street (the "Property"). The Property comprises (1) a portion of an alleyway abandoned by the City of Scottsdale pursuant to Resolution No. 7674 (more fully defined below) and recorded in the records of the Maricopa County Recorder at 2010-0073886 ("Proposed Tract 1") and (2) a portion of the current Parcel with the Number 173-48-048E ("Proposed Tract 2"). Proposed Tract 1 and Proposed Tract 2 are depicted on the attached Exhibit A to this letter.

Scottsdale Canal Holdings, LLC ("Developer") and the City, entered a Development Agreement dated June 21, 2016, recorded in the records of the Maricopa County Recorder at document 2016-0463956, and approved by the City's council pursuant to Resolution 10451 (the "Development Agreement"). As described in the Development Agreement, Developer and the Salt River Project Agricultural Improvement and Power District ("SRP") seek to cause Developer to exchange the Property (the "Exchange") for a parcel of land owned by SRP that is adjacent to the SRP Substation located at the intersection of Camelback Road and the Arizona Canal (the "Camelback Property"). If the Exchange is completed, Developer will then incorporate the Camelback Property into the development that is the subject of the Development Agreement.

Before the Exchange can take place, SRP must be assured certain encumbrances have been released so that SRP will have access to and use of the Property in accordance with SRP requirements. Such encumbrances, and the actions that SRP seeks from the City, are as follows:

- **Resolution No. 7674.** Resolution No. 7674 was recorded by the City in the Official Records of Maricopa County as instrument number 20100073886, on January 28, 2010 (the "Resolution 7674"). Pursuant to Resolution 7674, Sections 2.1, 2.2 and 2.3, respectively, the City imposed and retained certain easement restrictions for a "perpetual public utility easement," a "perpetual drainage and flood control easement," and a "perpetual vehicular non-access easement" on and around the property of which Proposed Tract 1 is a part (the "Resolution Easements"). SRP requests that the City of Scottsdale execute and record one or more instruments releasing the Resolutions Easements.

- **Covenant Regarding Canal Bank Improvements.** Included in Resolution 7674 was a requirement that the then owner of the Property execute that certain Covenant Regarding Canal Bank Improvements, which was Exhibit B to Resolution 7674, and thereafter was completed and recorded in the Official Records of Maricopa County as instrument number 20100072425, on January 28, 2010 (the "Canal Covenant"). SRP requests that the City of Scottsdale execute and record one or more instruments releasing the Canal Covenant.
- **Public Improvements Covenant to Construct.** Included in Resolution 7674 was a requirement that the then owner of the Property execute that certain Public Improvements Covenant to Construct, which was Exhibit E to the Canal Covenant, and thereafter was completed and recorded in the Official Records of Maricopa County as instrument number 20100072429, on January 28, 2010 (the "Covenant to Construct"). SRP requests that the City of Scottsdale execute and record an instrument releasing the Covenant to Construct.
- **Vehicular Non-Access Easement.** Included in Resolution 7674 was a requirement in Section 3.3 and Exhibit D to Resolution 7674 that the then owner of the Property execute that certain Vehicular Non-Access Easement, which thereafter was completed and recorded in the Official Records of Maricopa County as instrument number 20100072427 (the "VNA Easement"). SRP requests that the City of Scottsdale execute and record an instrument releasing the portions of the Property shown on Exhibit D-2 from the VNA Easement.
- **Right of Way Easement.** A City of Scottsdale Right of Way Easement for a roadway and incidental purposes was recorded in the Official Records of Maricopa County at Docket 7546, Page 524 (the "ROW Easement"). SRP requests that the City of Scottsdale execute and record an instrument releasing the Property from the ROW Easement.

Pursuant to Section 1.10 of the Development Agreement, the City agreed to release the easements and other impositions associated with the Property and those established through Resolution 7674 and the Canal Covenant, including the Resolution Easements, the Covenant to Construct, and the VNA Easement, all to the extent necessary or convenient to Developer or SRP. Accordingly, this letter of explanation is supplied in support of the Application for Release of Easement, which sets forth the extent to which, as determined by SRP, the Resolution Easements, the Covenant to Construct, the VNA Easement, and the ROW Easement need to be released.

To allow Developer to complete the Exchange and incorporate the Camelback Property into the Development, we provide authorization and respectfully request that the City of Scottsdale process the Application for Release of the above-described encumbrances at your earliest possible convenience.

Scottsdale Canal Holdings, LLC
an Arizona limited liability company


By: Shawn Yari, Manager

DKT 7546 PAGE 524

CITY OF SCOTTSDALE
EASEMENT

23-AGR

58587

STATE OF ARIZONA
County of Maricopa
I hereby certify that the
within instrument was filed and
recorded at request of
CITY OF SCOTTSDALE
1969 APR 2 4 43

In Book 1346 Page 524
Witness my hand and official
seal the day and year aforesaid.
PAUL H. MAUSTON
County Recorder
Deputy Recorder

When recorded return to:
City of Scottsdale
City Hall - Civic Center
Scottsdale, Arizona 85261

PROJECT R-6315 - 68th.
Street

DYNAPAS CORPORATION, a Delaware corporation,

Grantor(s),
for a valuable consideration, hereby grant(s) to the CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, its successors and assigns, a perpetual easement and right of way for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, construct, operate, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, sidewalks, curbs, gutters, and cuts as may be necessary and to construct, operate and maintain any public utility lines, pipes or poles, on, over, under, and across the ground embraced within the right-of-way situated in the City of Scottsdale, State of Arizona and described as follows:

Commencing at the Southwest corner of the Southeast quarter of Section 22, Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian; thence North 51° 48' 30" East, 53.37 feet along the Southeasterly right-of-way line of the Arizona Canal to a point; thence East (assumed), 25.88 feet to the Point of Beginning; thence continuing East along the North right-of-way line of Indian School Road; a distance of 20 feet; thence North along a line perpendicular to said North right-of-way line, a distance of 25.42 feet, to a point on a line bearing North 51° 48' 30" East, a distance of 32.34 feet from the Point of Beginning herein; thence South 51° 48' 30" West, a distance of 32.34 feet to the True Point of Beginning.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow or extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway and public utilities.

~~And the Grantor hereby covenants that they shall fully and lawfully defend and support from this date on and in each and every part thereof the right to sell and convey the above described portion of the land to the City of Scottsdale, Arizona, and its successors and assigns.~~

DATED this 27th day of January, 1969

ATTEST: *[Signature]*

DYNAPAS CORPORATION

BY: *Robert G. Ham*
Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

This instrument was acknowledged before me this 27th day of January, 1969, by LILLIAN DI BRIZZI

In witness whereof I hereunto set my hand and official seal.

Lillian Di Brizzi
NOTARY PUBLIC

FORM NO 32-1 REV. 6-68

My Commission expires
LILLIAN DI BRIZZI
Notary Public, State of New York
No. 43 094725
Qualified in Richmond County
Certificate Filed in New York County
Term Expires March 30, 1969



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 6816 E Indian School Rd.
- b. County Tax Assessor's Parcel Number: 173-48-048E
- c. General Location: 68th St. & Indian School
- d. Parcel Size: 9,144 Square Feet
- e. Legal Description: see attached legal description

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

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.

3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.

4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.

5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.

7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)	Date	Signature
<u>Sheri Furrant-Holley</u>	<u>10/25</u> , 20 <u>16</u>	<u>[Signature]</u>
_____	_____, 20__	_____
_____	_____, 20__	_____
_____	_____, 20__	_____

Planning and Development Services

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

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company
through its Division

First American Title Insurance Company

TABLE OF CONTENTS

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

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

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

AGREEMENT TO ISSUE POLICY

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

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

Our obligation under the Commitment is limited by the following:

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

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

SCHEDULE B - EXCEPTIONS

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

Part One: (for use with 2006 ALTA policies)

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

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

**REQUIREMENTS
(Standard)**

The following requirements must be met:

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

(Continued on Requirements Page)

CONDITIONS

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

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

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

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

comply with the Requirements
or
eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.
- 5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

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

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



**The First American
Corporation**

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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

SCHEDULE A

Second Amended

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

Effective Date: **August 30, 2016** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$577,500.00

Proposed Insured:

Salt River Project Agricultural Improvement and Power District, an agricultural Improvement district, organized and existing under the laws of the State of Arizona

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Scottsdale Canal Holdings LLC, an Arizona limited liability company

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

Salt River Project Agricultural Improvement and Power District, an agricultural Improvement district, organized and existing under the laws of the State of Arizona

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

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Cyndi Allison @ (602)567-8151/callison@firstam.com.

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

EXHIBIT "A"

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO BEING A PART OF THAT 16.00 FOOT ALLEY DESCRIBED IN BOOK 72 OF MAPS, PAGE 28, ABANDONED IN INSTRUMENT #2010-0073886, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22 (BRASS CAP IN HANDHOLE), FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 22 (BRASS CAP IN HANDHOLE) BEARS NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2622.17 FEET (BASIS OF BEARINGS);

THENCE NORTH 51 DEGREES 48 MINUTES 30 SECONDS EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ARIZONA CANAL PER BOOK 72 OF MAPS, PAGE 28, M.C.R., A DISTANCE OF 53.37 FEET TO A LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE ALONG SAID PARALLEL LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.62 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 51 DEGREES 50 MINUTES 36 SECONDS EAST, A DISTANCE OF 27.01 FEET;

THENCE NORTH 38 DEGREES 09 MINUTES 24 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ARIZONA CANAL;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 51 DEGREES 50 MINUTES 36 SECONDS EAST, A DISTANCE OF 152.86 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 123.71 FEET TO A LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 22;

THENCE ALONG SAID PARALLEL LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 131.56 FEET TO THE POINT OF BEGINNING.

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

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2016.
(The first half is due October 1, 2016 and is delinquent November 1, 2016. The second half is due March 1, 2017 and is delinquent May 1, 2017 .)
2. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land. (All assessments due and payable are paid.)
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. Any charge upon said land by reason of its inclusion in City of Scottsdale Downtown Enhanced Municipal Services District No. 1. (All assessments due and payable are paid.)
5. An easement for electrical transmission lines and incidental purposes in the document recorded as Book 339 of Deeds, Page 146.
6. An easement for roadway and incidental purposes in the document recorded as Docket 1825, Page 130.
7. An easement for roadway and incidental purposes in the document recorded as Docket 1825, Page 133.
8. An easement for roadway and incidental purposes in the document recorded as Docket 7546, Page 524.
9. The terms and provisions contained in the document entitled "Agreement for the Waiver of Claims for Diminution in Value of Property" recorded February 3, 2009 as 2009-91037 of Official Records.
10. All matters as set forth in Covenant Regarding Canal Bank Improvements, recorded January 28, 2010 as 2010-0072425 of Official Records.
11. The terms and provisions contained in the document entitled "Vehicular Non-Access Easement" recorded January 28, 2010 as 2010-72427 of Official Records.
12. An easement for road & utilities, drainage and incidental purposes in the document recorded as 2010-0072428 of Official Records.

13. All matters as set forth in Public Improvements Covenant to Construct, recorded January 28, 2010 as 2010-0072429 of Official Records.
14. All matters as set forth in Resolution No. 7674, recorded January 28, 2010 as 2010-73886 of Official Records.
15. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
16. This item has been intentionally deleted.
17. This item has been intentionally deleted.
18. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

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

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. All of 2015 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$9,644.34 for the year 2015 under Assessor's Parcel No. 173-48-048E 2.

(Covers More Property)

3. Payment in full of all assessments, late charges, transfer fees, and any other amounts due City of Scottsdale Downtown Enhanced Municipal Services District No. 1.
4. Record partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$14,000,000.00, recorded December 31, 2014 as 2014-0861234 of Official Records.
Dated: December 31, 2014
Trustor: Scottsdale Canal Holdings LLC, an Arizona limited liability company
Trustee: First American Title Insurance Company
Beneficiary: AZ-Waters Edge, LLC, an Arizona limited liability company

The beneficial interest in the Deed of Trust was assigned to Calmwater Capital 3, LLC, a California limited liability company, and MMRF Investment 1, LLC, a California limited liability company by Assignment recorded March 31, 2015 as 2015-218954 of Official Records.

5. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Scottsdale Canal Holdings LLC, a limited liability company.
6. Approval by all parties to this transaction of the description used herein.
7. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

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

8. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
9. Proper showing that this transaction has been approved by the Arizona Corporation Commission, United States Bureau of Reclamation, or other governing authority of Salt River Project Agricultural Improvement and Power District, if required.
10. Such further requirements as may be necessary after completion of the above.
11. Record Warranty Deed from Scottsdale Canal Holdings LLC, an Arizona limited liability company to Buyer.
12. Return to title department for final recheck before recording.

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

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

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

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

End of Requirements