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



Appeals of Dedication, Exactions, or Zoning Regulations

Rights of Property Owner

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

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

Appeal Procedure

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

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

For questions, you may contact:

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

Address your appeal to:

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

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

Planning and Development Services

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

**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:

17050 N THOMPSON PEAK PKWY

(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.

McDowell Windsate Holdings LLC

A. G. R. Manager

Signature of Property Owner

Date

9/6/16

**13-MD-2016
10/07/16**



Current Planning Services
Long Range Planning Services

NOTICE OF INSPECTION RIGHTS
A.R.S. § 9-833

You have the right to:

- Have the City staff member present a photo ID.
- Have the City staff member state the purpose for the planning inspection and legal authority to conduct it.
- Know the amount of inspection fees if applicable.
- An on-site representative may accompany the City staff member during the inspection except during confidential interviews and may:
 - o Receive copies of any documents taken during the inspection.
 - o Receive a split of any samples taken during the inspection.
 - o Receive copies of any analysis of the samples taken when available.
- Be informed if statements are being recorded.
- Be given notice that any statements may be used in an inspection report.
- Be presented with a copy of your inspection rights.
- Be notified of the due process rights pertaining to an appeal

You are hereby notified and informed of the following:

- The inspection is conducted pursuant to the authority of A.R.S § 9-462.05. and/or Scottsdale Revised Code, Appendix B, Article I. Section 1.203.
- Any statements made by anyone interviewed during this inspection may be included in the inspection report.
- Information on appeal rights related to this inspection is found under Scottsdale Revised Code, Appendix B, Article I. Section 1.801.
- There is no inspection fee associated with this inspection.

I acknowledge I have been informed of my inspection rights. If I decline to sign this form, the inspector(s) may still proceed with the inspection.

If I have any questions, I may contact the City staff member, Meredith Tessier

at the following number (480) 312-4211

Signature: Charles A Byxbee Date: 9/6/16

Printed Name: Charles A Byxbee

Check box if signature refused

Copy of Bill of Rights left at: _____

13-MD-2016
10/07/16



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

This request concerns all property identified in the development application.

Pre-application No: 1030 - PA - 2014

Project Name: PRIMROSE AT WINDGATE CROSSING

Project Address: 17050 N THOMPSON PEAK PKWY

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:

Mc Dowell Windsate Holdings LLC

Charles A Byxbee Manager

Print Name

Signature

City Use Only:

Submittal Date: _____ Case number: _____

Planning and Development Services

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

Rev 07/07/2015

13-MD-2016
10/07/16



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

Exhibit A

Order No.: 08063198-857-JXC

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:

A portion of Tract 17, as shown on STATE PLAT NO. 29, according to Book 368 of Maps, page 17, records of Maricopa County Arizona, situated in the Southeast quarter of Section 32, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a City of Scottsdale brass cap in handhole marking the intersection of Bell Road and Thompson Peak Parkway, from which a City of Scottsdale brass cap set flush, marking the Southeast corner of said Section 32 bears South 89 degrees 59 minutes 59 seconds East, a distance of 1320.77 feet and from which a City of Scottsdale brass cap set flush marking the South quarter corner of said Section 32 bears North 89 degrees 59 minutes 59 seconds West, a distance of 1320.88 feet;

THENCE North 89 degrees 59 minutes 59 seconds West, along the South line of the Southeast quarter of said Section 32, a distance of 675.00 feet to the Southwest corner of said Tract 17;

THENCE North 00 degrees 00 minutes 01 seconds East, along the West line of said Tract 17, a distance of 288.71 feet to the Northwest corner of Lease parcel as described in Document No. 2006-1666208 records of Maricopa County, Arizona, said point also being THE POINT OF BEGINNING:

THENCE continuing North 00 degrees 00 minutes 01 seconds East, a distance of 136.29 feet;

THENCE North 45 degrees 00 minutes 03 seconds East, a distance of 219.84 feet;

THENCE South 45 degrees 00 minutes 00 seconds East, a distance of 171.48 feet;

THENCE South 35 degrees 00 minutes 00 seconds East, a distance of 37.85 feet;

THENCE South 19 degrees 15 minutes 16 seconds West, a distance of 88.10 feet;

THENCE South 81 degrees 49 minutes 24 seconds West, a distance of 10.44 feet;

THENCE South 05 degrees 32 minutes 33 seconds East, a distance of 76.48 feet to a point on the North line of Lease parcel as described in Document No. 2006-1666208, records of Maricopa County, Arizona;

THENCE North 90 degrees 00 minutes 00 seconds West, along said North line, a distance of 76.53 feet;

THENCE North 54 degrees 12 minutes 37 seconds West, a distance of 36.43 feet;

THENCE North 89 degrees 59 minutes 59 seconds West, a distance of 160.34 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

Non-Exclusive easement for ingress and egress for pedestrian and vehicular as set forth in Agreement Regarding Easements and Covenants Affecting Land recorded March 1, 2013 as Document No. 2013-196595.



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

Exhibit A (Continued)

Order No.: 08063198-857-JXC

APN: 217-11-026A

Exhibit B

The estate or interest in the land described in Exhibit A and which is covered by the policy is the Beneficial Fee Estate created by the following instruments:

Certificate of Purchase issued by the State of Arizona to Byxbee Development Partners, L.L.C., CP No. 53-114459, dated June 21, 2011, recorded August 5, 2011 as Document No. 2011-654506; and thereafter the beneficial owner's interest in the Certificate of Purchase has been assigned to McDowell Windgate Holdings, L.L.C., an **Arizona limited liability company**, through mesne instruments of records the last of which recorded August 10, 2011; and thereafter Supplement to Certificate of Purchase No. 53-114459 recorded April 16, 2013 as Document No. 2013-345516.



*First American Title*TM

Commitment for Title Insurance

BY

First American Title Insurance Company

Exhibit A

Order No.: **08063198-857-JXC**

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:

A portion of Tract 17, as shown on STATE PLAT NO. 29, according to Book 368 of Maps, page 17, records of Maricopa County Arizona, situated in the Southeast quarter of Section 32, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

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THENCE South 35 degrees 00 minutes 00 seconds East, a distance of 37.85 feet;

THENCE South 19 degrees 15 minutes 16 seconds West, a distance of 88.10 feet;

THENCE South 81 degrees 49 minutes 24 seconds West, a distance of 10.44 feet;

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PARCEL NO. 2:

Non-Exclusive easement for ingress and egress for pedestrian and vehicular as set forth in Agreement Regarding Easements and Covenants Affecting Land recorded March 1, 2013 as Document No. 2013-196595.



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

Exhibit A (Continued)

Order No.: 08063198-857-JXC

APN: 217-11-026A

Exhibit B

The estate or interest in the land described in Exhibit A and which is covered by the policy is the Beneficial Fee Estate created by the following instruments:

Certificate of Purchase issued by the State of Arizona to Byxbee Development Partners, L.L.C., CP No. 53-114459, dated June 21, 2011, recorded August 5, 2011 as Document No. 2011-654506; and thereafter the beneficial owner's interest in the Certificate of Purchase has been assigned to McDowell Windgate Holdings, L.L.C., an **Arizona limited liability company**, through mesne instruments of records the last of which recorded August 10, 2011; and thereafter Supplement to Certificate of Purchase No. 53-114459 recorded April 16, 2013 as Document No. 2013-345516.



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

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

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

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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13-MD-2016
10/07/16

CONDITIONS

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



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule A

Order No.: 08063198-857-JXC

1. Effective Date: **May 6, 2016, Amendment Date: May 11, 2016, Amendment No.: 1**
2. Policy or Policies to be issued: Amount
 - a. **ALTA Extended Owner's Policy (6-17-06)** **\$0.00**
Proposed Insured:
BIGSISTER, L.L.C., an Arizona limited liability company
 - b. **None** **\$0.00**
Proposed Insured:
 - c. **None** **\$0.00**
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is
A beneficial fee interest
4. Title to the beneficial fee estate or interest in the land is at the Effective Date vested in:
McDOWELL WINDGATE HOLDINGS, LLC, an Arizona limited liability company as more fully set forth in Exhibit B attached hereto and made a part hereof
5. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.

By:

Authorized Countersignature

Note: Please direct all inquiries and correspondence to **Magnus Title Agency LLC**, issuing agent for First American Title Insurance Company
Jon.Christ
Magnus Title Agency LLC
2920 E. Camelback Rd., Suite 130
Phoenix, AZ 85016
Phone: (602) 385-7400

By: Sharon Schoberth / /ss5
Title Department

 First American Title™	Commitment for Title Insurance
	BY First American Title Insurance Company
Exhibit A	

Order No.: **08063198-857-JXC**

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:

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PARCEL NO. 2:

Non-Exclusive easement for ingress and egress for pedestrian and vehicular as set forth in Agreement Regarding Easements and Covenants Affecting Land recorded March 1, 2013 as Document No. 2013-196595.



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

Exhibit A (Continued)

Order No.: 08063198-857-JXC


APN: 217-11-026A

Exhibit B

The estate or interest in the land described in Exhibit A and which is covered by the policy is the Beneficial Fee Estate created by the following instruments:

Certificate of Purchase issued by the State of Arizona to Byxbee Development Partners, L.L.C., CP No. 53-114459, dated June 21, 2011, recorded August 5, 2011 as Document No. 2011-654506; and thereafter the beneficial owner's interest in the Certificate of Purchase has been assigned to McDowell Windgate Holdings, L.L.C., an **Arizona limited liability company**, through mesne instruments of records the last of which recorded August 10, 2011; and thereafter Supplement to Certificate of Purchase No. 53-114459 recorded April 16, 2013 as Document No. 2013-345516.

EXHIBIT B

 First American Title™	Commitment for Title Insurance
	BY First American Title Insurance Company
Schedule BI	

Order No.: 08063198-857-JXC

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
5. RECORD Full Reconveyance under Deed of Trust given to secure an indebtedness in the original principal amount shown therein, together with any and all other obligations secured thereby
 Dated: October 30, 2014
 Trustor: McDowell Windgate Holdings, LLC, an Arizona limited liability company
 Trustee: Western Alliance Bank, an Arizona corporation
 Beneficiary: Western Alliance Bank, an Arizona corporation
 Amount: \$11,140,000.00
 Recorded: October 30, 2014
 In: 2014-721483
6. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.
 McDowell Windgate Holdings, LLC, an Arizona limited liability company

 Or in lieu thereof furnish an Affidavit or Statement executed by all the members of said LLC stating there is no Operating Agreement in existence.
7. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.
 Bigsister, L.L.C., an Arizona limited liability company

 Or in lieu thereof furnish an Affidavit or Statement executed by all the members of said LLC stating there is no Operating Agreement in existence.
8. USUAL preliminary inspection report by an employee of the Company. The right is reserved to make additional requirements or exceptions upon examination.
9. FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", which became effective February 23, 2016. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17, 19, from Table A thereof.

NOTE: 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.



*First American Title*TM

Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule BI (Continued)


Order No.: **08063198-857-JXC**

10. FURNISH the Company with Owner's Affidavit executed by McDowell Windgate Holdings, LLC, an Arizona limited liability company
11. RECORD ASSIGNMENT of Certificate of Purchase, CP No. 53-114459 from McDowell Windgate Holdings, LLC, an Arizona limited liability company to Bigsister, L.L.C., an Arizona limited liability company .
12. RECORD ASSIGNMENT of Commercial Lease No. 03-104798-99 more fully set forth in Schedule B Exception 24 from McDowell Windgate Holdings, LLC, an Arizona limited liability company to Bigsister, L.L.C., an Arizona limited liability company.
13. RECORD ASSIGNMENT of SubLease dated January 12, 2006 and more fully set forth in Schedule B Exception 25 from McDowell Windgate Holdings, LLC, an Arizona limited liability company to Bigsister, L.L.C., an Arizona limited liability company.

TAX NOTE:

Year	2015
Parcel No.	217-11-026A
Total Tax	\$0.00
First Half	\$0.00
Second Half	\$0.00

End of Schedule BI

 First American Title™	Commitment for Title Insurance
	BY First American Title Insurance Company
Schedule BII	


Order No.: 08063198-857-JXC

EXCEPTIONS

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

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2016
4. EASEMENTS for right of way as shown on the plat recorded in Book 368 of Maps, page 17.
5. All matters set forth in Right-of-Way No. 09-002955 granted by the State Land Department, State of Arizona, to Maricopa County Board of Supervisors for location, construction, operation and maintenance of a highway and having a term that is perpetual. A Change of Grantee Name to City of Scottsdale was filed on July 16, 2002; and thereafter said right-of-way was recorded March 12, 1962 in Docket 4060, page 541.
6. All matters set forth in 50 year Right-of-Way No. 14-53637 commencing February 10, 1994, granted by the State Land Department, State of Arizona, to City of Scottsdale for an underground water pipeline having a term expiring 50 years after commencement date.
7. All matters set forth in Right-of-Way No. 16-53638, granted by the State Land Department, State of Arizona, to City of Scottsdale, for public road, water and sewer, drainage and slope easements having a term that is perpetual and Amendment to Right-of-Way dated October 3, 1995 and recorded September 19, 1997 as Document No. 97-0652885.
8. Terms, covenants, conditions, restrictions and other matters, set forth in Development Agreement 2004-026-COS recorded April 6, 2004 as Document No. 2004-358702; and Amendment No. 1 to Development Agreement 2004-026-COS recorded May 26, 2004 as Document No. 2004-592199; Cost Participation Agreement recorded January 9, 2006 as Document No. 2006-0033633; and thereafter the effects of Satisfaction and Release recorded August 8, 2011 as Document No. 2011-658653 and recorded March 6, 2012 as Document No. 2012-185404.
9. The terms, conditions, liabilities and obligations contained in the document entitled Infrastructure Payback and Repayment Agreement recorded April 19, 2007 as Document No. 2007-458911.
10. Terms, covenants, conditions, restrictions and other matters, as set forth in Development Agreement (Happy Valley Road construction east of Pima Road) recorded June 26, 2007 as Document No. 2007-731419.

 First American Title™	Commitment for Title Insurance
	BY First American Title Insurance Company
Schedule BII (Continued)	

Order No.: **08063198-857-JXC**

11. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.	2007-927874
Purpose	gas pipeline or pipelines

12. EASEMENTS, restrictions, reservations, conditions and setback lines as shown on the plat recorded in Book 961 of Maps, page 21 and partial relinquishment of easements as set forth in document recorded December 5, 2008 as Document No. 2008-1037003 and Release of Easement (Individual) recorded May 22, 2014 as Document No. 2014-334232, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin .

13. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.	2008-1037043
Purpose	natural area open space including restored desert

14. The terms, conditions and provisions contained in the document entitled Waiver of Right to Make a Claim Under Proposition 207, recorded June 30, 2011 as Document No. 2011-545529 and in document recorded August 27, 2013 as Document No. 2013-776793.

15. The terms, conditions and provisions contained in the document entitled Agreement Regarding Easements and Covenants Affecting Land recorded March 1, 2013 as Document No. 2013-196595 and Notice Statement recorded May 30, 2013 as Document No. 2013-496036; and Assignment and Assumption of Agreement Regarding Easements and Covenants Affecting Land recorded February 5, 2016 as Document No. 2016-76268.

16. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.	2014-348628
Purpose	emergency and service vehicle access

17. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.	2014-348629
Purpose	public utilities

18. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.	2014-348632
Purpose	water line

19. The terms, conditions and provisions contained in the document entitled City of Scottsdale Drainage and Flood Control Easement and Provisions for Maintenance recorded May 30, 2014 as Document No. 2014-351599.

20. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.	2016-147921
Purpose	using, maintaining, repairing and replacing from time to time the sign located on the burdened property



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Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule BII (Continued)

Order No.: 08063198-857-JXC

21. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. 2015-039833
Purpose natural gas pipeline or pipelines

22. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. 2015-564969
Purpose public utilities

23. ANY FAILURE to comply with the terms, covenants and conditions of the Certificate of Purchase No. 53-114459 as set forth in Schedule A.

24. UNRECORDED LEASE under the terms and conditions contained therein made by:

Lessor State of Arizona (acting by and through the Arizona State Land Department)
Lessee Windgate Crossing, LLC, an Arizona limited liability company
Dated June 23, 2003
Term 65 years
As disclosed by Memorandum of Lease
Recorded December 20, 2006
Document No. 2006-1661657 and
Re-Recorded June 15, 2007
Document No. 2007-692422

And thereafter Recognition, Nondisturbance and Attornment Agreement recorded June 15, 2007 as Document No. 2007-692424;

The lessee's interest in the lease has been assigned to McDowell Windgate Holdings, LLC, an Arizona limited liability company as disclosed by Assignment of Long Term Commercial Ground Lease No. 03-104798-99 recorded August 10, 2011 as Document No. 2011-667128.



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First American Title Insurance Company

Schedule BII (Continued)

Order No.: **08063198-857-JXC**

25. UNRECORDED SUBLEASE under the terms and conditions contained therein made by:

Lessor Windgate Crossing, LLC, an Arizona limited liability company
Lessee German Dobson CVS, L.L.C., an Arizona limited liability company
Dated January 12, 2006
Term 25 years
As disclosed by Memorandum of Lease
Recorded January 19, 2006
Document No. 2006-081503

And thereafter amended by First Amendment to Memorandum of Lease dated June 13, 2007 and recorded June 15, 2007 in Document No. 2007-692423;
And thereafter Recognition, Nondisturbance and Attornment Agreement recorded June 15, 2007 as Document No. 2007-692424.

26. UNRECORDED LEASE under the terms and conditions contained therein made by:

Lessor Windgate Crossing, LLC
Lessee One Pint LLC
As disclosed by UCC Financing Statement
Recorded February 06, 2008
Document No. 2008-106476 and amended by UCC Financing Statement Amendment
Recorded July 12, 2010
Document No. 2010-586846

27. UNRECORDED LEASE under the terms and conditions contained therein made by:

Lessor Windgate Crossing, LLC
Lessee Moda Forte Boutiquet & Salon
As disclosed by Subordination, Non-Disturbance and Attornment Agreement
Recorded October 30, 2014
Document No. 2014-721485

28. UNRECORDED LEASE under the terms and conditions contained therein made by:

Lessor Windgate Crossing, LLC
Lessee Bank of America, National Association
As disclosed by Subordination, Non-Disturbance and Attornment Agreement
Recorded January 26, 2015
Document No. 2015-050200



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First American Title Insurance Company

Schedule BII (Continued)

Order No.: 08063198-857-JXC

29. UNRECORDED LEASE under the terms and conditions contained therein made by:

Lessor	Windgate Crossing, LLC
Lessee	JDA Fitness LLC, an Arizona limited liability company
As disclosed by	Subordination, Non-Disturbance and Attornment Agreement
Recorded	March 31, 2015
Document No.	2015-217020



First American Title™

Privacy Information

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 subsidiaries 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 that 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 a public record 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.

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 service 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 the 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 to you.

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 or 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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE NOTICES

=PhraseBox disclosures=



2920 E. Camelback Rd., Suite 130
Phoenix, AZ 85016
Phone: (602) 385-7400
Fax: (602) 682-3450

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to give notice that Magnus Title Agency LLC (Magnus Title) is an Arizona Limited Liability Company which is affiliated with and has business relationships with Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Professional Title Agency, LLC (Professional Title/PTA), Metropolitan Title Agency LLC (Metropolitan) to provide title services. Magnus Title also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Magnus Title. Because of these relationships, this referral may provide Magnus Title with a financial or other benefit. You are not required to use Magnus Title, Infinity Title, Millennium Title, Professional Title, Metropolitan Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charge for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

BUYER:

SELLER:



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 17050 N THOMPSON PEAK PKWY
- b. County Tax Assessor's Parcel Number: 216-11-026A
- c. General Location: NWC Bell Rd & Thompson Peak Pkwy
- d. Parcel Size: _____
- e. Legal Description: See attached

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

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

<i>Mr. Charles A Byxbee</i>	<i>Windsok Holdings</i>		
Name (printed)	Date	Signature	
<u>Charles A Byxbee</u>	<u>9/16/16</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