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

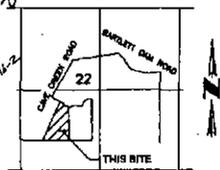
Minor Land Division Plat
Property Assesment

SHASKAN MANOR

A SUBDIVISION OF PART OF LOT 73 OF WILDCAT HILL, AS RECORDED IN BOOK 957 OF MAPS, PAGE 8, MARICOPA COUNTY RECORDS, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
 OWNER: THE FELIX SHASKAN AND JANET W. SHASKAN TRUST

SHEET INDEX

SHEET NUMBER	CONTENTS
1	FINAL PLAT LEGEND, PLANTING PANEL LEGAL DESCRIPTION



VICINITY MAP
(DOT-TO-SCALE)

LOT AREA TABLE

LOT AREA (SQUARE FEET)	AREA (ACRES)
235,283	5.424
235,283	5.424
TOTAL	10.848

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 00°00'00" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 957 OF MAPS, PAGE 8, MARICOPA COUNTY RECORDS.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA THIS _____ DAY OF _____ 2018.

BY: _____ MAYOR

ATTENT BY: _____ CITY CLERK

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF SCOTTSDALE DESIGN STANDARDS AND POLICY MANUAL SPECIFICATIONS.

BY: _____ CHIEF DEVELOPMENT OFFICER DATE: _____ 2018

THIS SUBDIVISION HAS BEEN REVIEWED FOR COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF THE CITY OF SCOTTSDALE DEVELOPMENT REVIEW BOARD (DRB) CASE NO. 17-PP-2014 AND ALL CASE RELATED REGULATIONS.

BY: _____ PLAT COORDINATOR DATE: _____ 2018

CERTIFICATION

THIS IS TO CERTIFY THAT:

I AM A LAND SURVEYOR REGISTERED TO PRACTICE IN ARIZONA. THIS SUBDIVISION PLAT WAS MADE UNDER MY DIRECTORSHIP. THIS SUBDIVISION PLAT MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND SURVEYING SURVEY.

THE SURVEY AND DIVISION OF THE SUBJECT PROPERTY DESCRIBED AND PLATTED HEREON WERE MADE DURING THE MONTH OF AUGUST, 2018.

THE SURVEY IS TRUE AND COMPLETE AS SHOWN HEREON AND SHOWS A COMPLETELY EXISTENT SURVEY.

THE SURVEY PORTIONS ARE CORRECTLY SHOWN AND SAID MEASUREMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: **LARRY E. BULLMAN**
 REGISTRATION NUMBER 52022
 1616 N. 15TH STREET
 PHOENIX, ARIZONA 85014
 (602) 944-8101
 LABULLMAN@AZLS.COM



1 SHEET OF 3
 C.E. HENLEY
 1-21-2018

DEDICATION

STATE OF ARIZONA
 COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

THAT FELIX SHASKAN, SOLE TRUSTEE OF THE FELIX SHASKAN AND JANET W. SHASKAN TRUST, DATED JULY 8, 1994, OWNER, HEREBY DEDICATES THAT PART OF LOT 73 OF WILDCAT HILL, AS RECORDED IN BOOK 957 OF MAPS, PAGE 8, MARICOPA COUNTY RECORDS, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6-NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, UNDER THE NAME "SHASKAN MANOR" AS SHOWN ON THIS FINAL PLAT. THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONVEYING THE SUBDIVISION. THESE LOTS AND EASEMENTS SHALL BE KNOWN BY THE NUMBER OR DESCRIPTION GIVEN EACH RESPECTIVELY ON THIS PLAT. THE EASEMENTS ARE DEDICATED FOR THE PURPOSES AND SUBJECT TO THE CONDITIONS STATED.

EASEMENTS

FELIX SHASKAN, SOLE TRUSTEE OF THE FELIX SHASKAN AND JANET W. SHASKAN TRUST, DATED JULY 8, 1994, OWNER, GRANTOR, HEREBY DEDICATES THE EASEMENTS AS SHOWN HEREON, SUBJECT TO THE CONDITIONS STATED.

1. UTILITY: A PERPETUAL, NON-EXCLUSIVE EASEMENT AS SHOWN HEREON, UPON, OVER, UNDER AND ACROSS THE PROPERTY ON THIS PLAT, FOR ELECTRICITY, TELECOMMUNICATIONS, DATA TRANSMISSION, AND ALL OTHER UTILITIES, AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, AND REPLACEMENT OF IMPROVEMENTS RELATES TO UTILITIES, IN THE FUTURE, GRANTOR SHALL NOT PLACE OR ALLOW ANY (1) TREES, HEDGES, SHRUBS OR OTHER PLANTS WHICH CAN GROW LARGER THAN 5 INCHES TALL OR (2) HEDGECARE, FENCING, POOLS, SPRINKLERS OR OTHER VERTICAL OR HORIZONTAL STRUCTURES.

GRANTOR WARRANTS AND CONTRACTS TO GRANTEES AND HIS SUCCESSORS AND ASSIGNS THAT GRANTOR IS LAWFULLY SEIZED AND POSSESSED OF THE PROPERTY; THAT GRANTOR HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCE DESCRIBED HEREON; AND THAT GRANTOR SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A CORPORATION, TRUST OR OTHER ORGANIZATION WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND TRANTOR HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS WITH THE LAND IN FAVOR OF GRANTEES SUCCESSORS AND ASSIGNS IN WHATEVER MANNER.

THAT FELIX SHASKAN, SOLE TRUSTEE OF THE FELIX SHASKAN AND JANET W. SHASKAN TRUST, DATED JULY 8, 1994, OWNER, AS OWNER, HAS HERETOFORE CAUSED HIS NAME TO BE SIGNED THIS _____ DAY OF _____ 2018.

BY: _____

ITS SOLE TRUSTEE

ACKNOWLEDGEMENT

STATE OF ARIZONA
 COUNTY OF MARICOPA

ON THIS _____ DAY OF _____ 2018, BEFORE ME, PERSONALLY APPEARED FELIX SHASKAN, AND ACKNOWLEDGED HIMSELF TO BE SOLE TRUSTEE OF THE FELIX SHASKAN AND JANET W. SHASKAN TRUST, DATED JULY 8, 1994, AND ACKNOWLEDGED THAT HE, AS SOLE TRUSTEE, HE IS DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: **NOTARY PUBLIC** MY COMMISSION EXPIRES: _____ DATE: _____

E.S.L.O. NOTES

- POOLS REQUIRE PERMITS APPROVAL AND PERMIT.
- POOLS SHALL NOT BE EMPTIED OR BACKWASHED INTO STREETS, NADES, BODIES OF WATER, OR TO AN ADJACENT LOT, OR TRACT OF LAND. (Z.O. SEC. 8.108.1 & 108.2 LAND USES 8.108.1 & 108.2)
- ALL MECHANICAL EQUIPMENT (AIR CONDITIONER, POOL EQUIP., ETC.) SHALL BE SCREENED A MINIMUM OF 1 FOOT ABOVE THE HIGHEST PORTION OF THE EQUIPMENT FROM ALL SIDES AND SHALL BE COMPATIBLE WITH THE ADJACENT BUILDING. SHOW LOCATION OF EQUIPMENT ON SITE PLAN.
- A QUANTITY SHALL NEVER BE OPENED FOR ROOF. (Z.O. SEC. 8.113.1 & 8.113.2 AND SEC. 8.102.6.1)
- A GUTTER/BLEND SHALL NOT EXCEED A GROSS FOOTPRINT SIZE GREATER THAN 8% OF THE FOOTPRINT SIZE OF THE PRINCIPAL BUILDING. (Z.O. SEC. 8.113.1 & 8.113.2)
- EXTERIOR MATERIALS AND PAINT COLORS SHALL NOT EXCEED A WALLER AND/OR CHIMNEY OF 48 INCHES IN THE NUMBER, KIND OF COLOR OR FILL IN THE CITY OF SCOTTSDALE PLANNING & DEVELOPMENT DEPARTMENT. THE CITY MAY REQUIRE COLOR SAMPLES TO VERIFY COMPLIANCE. (Z.O. SEC. 8.107.6.1 & 1.1)
- MATERIALS USED FOR EXTERIOR SURFACES OF ALL STRUCTURES SHALL BLEND IN COLOR, TONE AND TEXTURE WITH THE SURROUNDING NATURAL DESERT SETTING TO AVOID HIGH CONTRAST. (Z.O. SEC. 8.107.6.1)
- SURFACE MATERIALS OF WALLS, RETAINING WALLS OR FENCES SHALL BE SIMILAR TO AND COMPATIBLE WITH THOSE OF THE ADJACENT MAIN BUILDINGS.
- PLANT MATERIALS NOT INDIGENOUS TO THE DESI AREA SHALL BE LIMITED TO ENCLOSED YARD AREAS AND NON-INDIGENOUS PLANTS THAT HAVE THE POTENTIAL OF EXCEEDING TWENTY (20) FEET IN HEIGHT ARE PROHIBITED. TREES SHALL BE LIMITED TO ENCLOSED AREAS NOT YIELD FROM A LOWER ELEVATION. (Z.O. SEC. 8.107.6.1 & 1.1)
- REFLECTIVE BUILDING MATERIALS ARE PROHIBITED. (Z.O. SEC. 8.107.6.1 & 1.1)
- REFLECTIVE BUILDING AND ROOMING MATERIALS OTHER THAN WINDOWS AND SOLAR PANELS (INCLUDING MATERIALS WITH HIGH GLOSS FINISH AND SHINY, UNFINISHED COPPER, ALUMINUM, GALVANIZED STEEL, OR OTHER METALLIC SURFACES) SHALL BE TEXTURED OR HAVE A MATTE OR NON-REFLECTIVE SURFACE TREATMENT TO REDUCE THE REFLECTIONS OF SUNLIGHT ON TO OTHER PROPERTY. (Z.O. SEC. 8.107.6.1 & 1.1)
- IMPROVED SURFACES OR ANY TREATMENTS THAT CHANGE ONE PARTY CLASS INTO A IMPROVED SURFACE ARE PROHIBITED. (Z.O. SEC. 8.107.6.1 & 1.1)
- THE OWNER SHALL INCORPORATE DEVELOPMENT DESIGN AND CONSTRUCTION TECHNIQUES THAT BLEND IN SCALE, FORM AND VISUAL CHARACTER TO MINIMIZE EXPOSED ROADS TO THE SATISFACTION OF THE PLANNING & DEVELOPMENT DEPARTMENT. (Z.O. SEC. 8.107.6.1 & 1.1)
- ANY PROPOSED ADJUSTMENTS TO NATURAL WATERCOURSES AND ALL WALLS AND FENCES CREATING NATURAL WATERCOURSES SHALL BE DESIGNED IN ACCORDANCE WITH THE STANDARDS AND POLICES SPECIFIED IN CHAPTER 17 (DRAINAGE AND FLOODPLAIN ORDINANCE) OF THE SCOTTSDALE REVISED CODE (Z.O. SEC. 8.107.0.1 & 1.1)
- LAND DEDICATED AS NADES SHALL BE PERMANENTLY MAINTAINED AS OPEN SPACE. THE PROPERTY OWNER SHALL MAINTAIN ALL DESIGNATED NADES. (Z.O. SEC. 8.109.2.4 AND SEC. 8.110.8.1)
- ALL EXTERIOR LIGHTING BELOW 5 FEET IN HEIGHT SHALL BE FULLY SHIELDED. ALL EXTERIOR LIGHTING ABOVE 5 FEET IN HEIGHT SHALL COMBINE OF VERTICALITY, FULL-CUTOFF FIXTURES AND DIRECTED DOWNWARD, EXCEPT LIGHTS UTILIZED FOR SECURITY PURPOSES. (Z.O. SEC. 8.107.6.1 & 1.1)
- EXTERIOR LIGHTING SHOULD BE LOW SCALE AND DIRECTED DOWNWARD, RECEIVED ON THE LAND SO THAT THE LIGHT SOURCE IS NOT VISIBLE FROM RESIDENTIAL DEVELOPMENTS IN THE AREA OR FROM A PUBLIC VIEWPOINT. EXTERIOR FIXTURES SHALL NOT GENERALLY EXCEED A HEIGHT OF 5 FEET. THE NEAREST ADJACENT GRADE TO THE TOP OF THE FIXTURE (LOWER HEIGHTS MAY BE REQUIRED BY THE INSPECTION OR CODE ENFORCEMENT 9747), (Z.O. SEC. 8.107.6.1 & 1.1)
- WHERE ON-SITE WALLS ARE PLACED ADJACENT TO NADES AREAS AT LEAST 10 PERCENT OF THE WALL SURFACE SHALL BE A VIEW FENCE. (Z.O. SEC. 8.08.1 & 1.1)
- TEMPORARY SECURITY FENCING THAT IS REQUIRED OR IS OPTIONALLY PROVIDED SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AND THE ZONING STANDARDS AND POLICES MANUAL. (Z.O. SEC. 7.2.08 AND SEC. 8.117.1 & 6, AND DRUMS 5.1.60)
- IN ACCORDANCE WITH THE ZONING ORDINANCE, A REGISTERED SURVEYOR SHALL STAKE AND MARK THE NEAREST RESTRICTION AREA DERIVED BY THE CONSTRUCTION ENVELOPE AND HAZARD BASEMENT AS SHOWN ON THE SITE PLAN. (Z.O. SEC. 8.107.6.1 & 1.1)
- NO PAINT COLOR OR SURFACE TREATMENT SHALL BE USED WHICH HAS A LIGHT REFLECTIVE VALUE (LRV) GREATER THAN 80% (Z.O. SEC. 8.107.0.1 & 1.1)

NOTES

- THE STREETS ARE PRIVATE STREETS, TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. NORMALLY, AFTER THIS PLAT IS RECORDED, THE CITY OF SCOTTSDALE WILL NOT ACCEPT DEDICATION OF THE STREETS TO THE PUBLIC IN ORDER TO RELIEVE THE PROPERTY OWNERS ASSOCIATION OF THEIR MONTHLY MAINTENANCE RESPONSIBILITIES UNDER ALL STREET IMPROVEMENT AGREEMENTS OF WHY MEET CURRENT APPLICABLE CITY STANDARDS.
- THE DEVELOPMENT IS ON THE CITY OF SCOTTSDALE WATER SYSTEM, WHICH HAS A CERTIFICATION OF ASSURED WATER SUPPLY.
- ALL LOT CORNERS HAVE BEEN SET WITH 1/4" IRON, NAIL SETS.
- LAND DEDICATED AS NATURAL OPEN SPACE (N.O.S.) SHALL BE PERMANENTLY MAINTAINED AS NATURAL DESERT OPEN SPACE PER CITY OF SCOTTSDALE ENVIRONMENTALLY SENSITIVE LANDS ORDINANCE 2008. THE ENTIRE N.O.S. SHALL BE PERMANENTLY MAINTAINED AS N.O.S. THROUGH EASEMENT DEDICATION TO THE CITY.
- ALL PRIVATE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER.
- SURFACE MATERIALS OF WALLS, RETAINING WALLS OR FENCES SHALL BE SIMILAR TO AND COMPATIBLE TO THOSE OF THE ADJACENT MAIN BUILDINGS.
- THE HOMEOWNER ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EXTERIOR PERIMETER WALLS, STORM WATER DRAINAGE TRAILS.
- APPROVALS OF CONNECTION OR AMENDMENT THE LETTERS CONCERNING THIS PLAT ARE NOT VALID. THERE WILL BE NO REVISIONS TO THIS PLAT WITHOUT THE PLAT COORDINATOR'S APPROVAL.
- ALL SURVEY VALUES BETWEEN FOUND MEASUREMENTS REPRESENT UNBARRIRED VALUES.

Handwritten note: "The document is subject to the recording of Wildcat Hill and the plat numbers apply."

Handwritten note: "Applying"

TOTAL LAND USE

TOTAL NUMBER OF LOTS	3
TOTAL NUMBER OF TRACTS	3
GROSS RESIDENTIAL DENSITY	0.16 BU/AE

LAND USE TABLE

LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	235,283	5.424
TOTAL AREA OF TRACTS (A-U)	0	0.000
PRIVATE STREET AREA (TRACT V)	0	0.000
PUBLIC RIGHT-OF-WAY	0	0.000
TOTAL GROSS AREA	235,283	5.424

Land Surveying Report By:
 Dwayne Knight
 Phone: 480.312.2723
 e-mail: dwayne@scottsdale.gov
 Review City: _____ Date: 2/26/18

OWNER/DEVELOPER
 THE FELIX SHASKAN AND JANET W. SHASKAN TRUST
 P.O. BOX 815
 DAVENPORT, IA 52803
 CONTACT: FELIX SHASKAN

LAND SURVEYOR
 CIVIL CONSULTANTS, INC.
 4189 N. 15TH STREET
 PHOENIX, AZ 85018
 PHONE: (602) 944-8921
 CONTACT: LARRY BULLMAN
 EMAIL: LABULLMAN@CIVIL.COM

GROSS AREA = 5.424 ACRES

Coe & Van Loo Consultants, Inc.

FINAL PLAT
SHASKAN MANOR
 SCOTTSDALE, ARIZONA

17-PP-2014 17-ZN-2014 424-16-2

17-PP-2014#2
 8/13/2016

WEST 1/4 CORNER SECTION 22
TOWNSHIP 8 NORTH, RANGE 8 EAST
FOUNDED IRON PIPE WITH BLUE
BRASS CAP STAMPED "TIN PIPE 821 822 1887 2.2 UP"

NOTE: THIS IS A
REVISION TO THE
PREVIOUS PLAN
DATE 10/15/14
BY [Signature]

CAVE CREEK ROAD

DATE EASEMENT
DOCUMENT NO. 2014-0018

27' WIDE EASEMENT
& UTILITY EASEMENT
DOCUMENT NO. 2014-0018

27' WIDE EASEMENT
& UTILITY EASEMENT
DOCUMENT NO. 2014-0018

*update all information
pertaining to the new plat
of Wildcat Hill PC # 424-16-2*

WILDCAT HILL
BOOK 857 OF MAPS, PAGE 8

27' WIDE EASEMENT
& UTILITY EASEMENT
DOCUMENT NO. 2014-0018

PART OF LOT 73
APN 218-13-3048
WILDCAT PARTNERS LLC

LOT 72
APN 218-13-3040
WILDCAT PARTNERS LLC

27' WIDE EASEMENT
& UTILITY EASEMENT
DOCUMENT NO. 2014-0018

*if this is a
boundary line
then use solid line
type*

*the information will need
to be updated to the report*

*is this to
be updated?*

CURVE TABLE

NO.	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
1	100.00	10.00	19.61	10.00	10.00
2	100.00	10.00	19.61	10.00	10.00
3	100.00	10.00	19.61	10.00	10.00
4	100.00	10.00	19.61	10.00	10.00

UNSUBDIVIDED
APN 218-13-007D
SCHNEIDER JOSEPH / CAROLINE
dead

UTILITY EASEMENT
DOCUMENT NO. 2014-0018

Lot 1

P.P.S. BOOK 48 OF MAPS, PAGE 11

UNSUBDIVIDED
APN 218-13-007E
SHEAHAN KATHERINE / MELODY K.
dead

FOUND BY REBAR NO. IDENTIFICATION
0.20' SOUTH & 22' WEST - NOT ACCEPTED
SET 1/2' REBAR WITH CAP L-201272

LOT 68
APN 218-13-300
WILDCAT PARTNERS LLC

TRACT C
APN 218-13-370
WILDCAT PARTNERS LLC

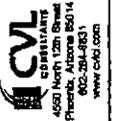
LOT 69
APN 218-13-304
WILDCAT PARTNERS LLC

WILDCAT HILL
BOOK 857 OF MAPS, PAGE 8

LOT 71
APN 218-13-302
WILDCAT PARTNERS LLC

SOUTHWEST CORNER, SECTION 22, TOWNSHIP 8 NORTH, RANGE 8 EAST
FOUNDED IRON PIPE WITH BLUE BRASS CAP STAMPED "TIN PIPE 821 822 827 828 1887 0.7 UP"

*this information will change
to the report (plan sub # 424-16-2)*



FINAL PLAT
Coe & Van Loo Consultants, Inc.
SHASKAN MANOR
SCOTTSDALE, ARIZONA

2 SHEET
OF 3



SEE SHEET 3 FOR LEGEND

PARENT PARCEL LEGAL DESCRIPTION

PARCEL NO. 1
THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 8 EAST OF THE 6TH AND 8TH MAIN MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 03 DEGREES 22 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 22 A DISTANCE OF 86.22 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22;
THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 208.18 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 15 DEGREES 44 MINUTES 21 SECONDS EAST A DISTANCE OF 308.79 FEET;
THENCE NORTH 20 DEGREES 47 MINUTES 23 SECONDS EAST A DISTANCE OF 481.22 FEET TO A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 86 DEGREES 14 MINUTES 01 SECOND WEST A DISTANCE OF 182.80 FEET;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33 DEGREES 13 MINUTES 51 SECONDS A DISTANCE OF 86.34 FEET TO A REVERSE CURVE WHOSE RADIUS BEARS SOUTH 86 DEGREES 14 MINUTES 01 SECOND WEST A DISTANCE OF 41.72 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86 DEGREES 05 MINUTES 37 SECONDS A DISTANCE OF 114.31 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 78 DEGREES 28 MINUTES 10 SECONDS EAST A DISTANCE OF 116.18 FEET;
THENCE SOUTH 18 DEGREES 49 MINUTES 09 SECONDS EAST A DISTANCE OF 178.49 FEET;
THENCE SOUTH 04 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 211.84 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22;
THENCE SOUTH 89 DEGREES 08 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 288.28 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2
AN EASEMENT FOR HIGHWAYS, EASEMENTS AND PUBLIC UTILITIES OVER THE NORTHERLY AND EASTERLY LINE OF SAID EASEMENT BEING 20 FEET WIDE, PARALLEL AND CONCENTRIC WITH THE FOLLOWING DESCRIBED SOUTHERLY AND WESTERLY LINE OF SAID EASEMENT:
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 8 EAST OF THE 6TH AND 8TH MAIN MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE NORTH 03 DEGREES 01 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 22 A DISTANCE OF 114.83 FEET TO THE SOUTHWESTLY RIGHT-OF-WAY LINE OF CAVE CREEK ROAD AS DESCRIBED IN DOCUMENT NO. 87-03888A, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE NORTH 88 DEGREES 01 MINUTES 00 SECONDS EAST ALONG SAID LINE A DISTANCE OF 271.21 FEET TO THE POINT OF BEGINNING OF SAID SOUTHERLY AND WESTERLY LINE DESCRIBED HEREIN;
THENCE SOUTH 81 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 34.88 FEET TO A TANGENT CURVE WHOSE RADIUS BEARS SOUTH 88 DEGREES 01 MINUTES 02 SECONDS WEST A DISTANCE OF 48.80 FEET;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49 DEGREES 08 MINUTES 20 SECONDS A DISTANCE OF 48.80 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 18 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 30.25 FEET TO A TANGENT CURVE WHOSE RADIUS BEARS SOUTH 71 DEGREES 18 MINUTES 21 SECONDS EAST A DISTANCE OF 84.50 FEET;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 23 MINUTES 18 SECONDS A DISTANCE OF 87.30 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 09 DEGREES 05 MINUTES 46 SECONDS EAST A DISTANCE OF 48.80 FEET TO POINT "X" SAID A TANGENT CURVE WHOSE RADIUS BEARS SOUTH 37 DEGREES 07 MINUTES 14 SECONDS WEST A DISTANCE OF 187.30 FEET;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57 DEGREES 13 MINUTES 13 SECONDS A DISTANCE OF 182.83 FEET TO A REVERSE CURVE WHOSE RADIUS BEARS SOUTH 86 DEGREES 14 MINUTES 01 SECOND EAST A DISTANCE OF 81.72 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86 DEGREES 05 MINUTES 37 SECONDS A DISTANCE OF 114.31 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 78 DEGREES 28 MINUTES 10 SECONDS EAST A DISTANCE OF 116.18 FEET TO A TANGENT CURVE WHOSE RADIUS BEARS SOUTH 14 DEGREES 21 MINUTES 00 SECONDS EAST A DISTANCE OF 128.07 FEET;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57 DEGREES 17 MINUTES 34 SECONDS A DISTANCE OF 86.0 FEET TO A POINT OF TANGENCY;
THENCE NORTH 61 DEGREES 00 MINUTES 24 SECONDS EAST A DISTANCE OF 42.86 FEET TO A TANGENT CURVE WHOSE RADIUS BEARS SOUTH 26 DEGREES 05 MINUTES 34 SECONDS EAST A DISTANCE OF 87.40 FEET;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61 DEGREES 14 MINUTES 11 SECONDS A DISTANCE OF 98.87 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 85 DEGREES 41 MINUTES 00 SECONDS EAST A DISTANCE OF 84.34 FEET TO A TANGENT CURVE WHOSE RADIUS BEARS NORTH 14 DEGREES 16 MINUTES 37 SECONDS EAST A DISTANCE OF 87.80 FEET;

PARENT PARCEL LEGAL DESCRIPTION

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33 DEGREES 13 MINUTES 51 SECONDS A DISTANCE OF 86.34 FEET TO A POINT OF TANGENCY;
THENCE NORTH 01 DEGREES 18 MINUTES 34 SECONDS EAST A DISTANCE OF 36.72 FEET TO A TANGENT CURVE WHOSE RADIUS BEARS NORTH 08 DEGREES 44 MINUTES 28 SECONDS WEST A DISTANCE OF 107.20 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES 09 MINUTES 23 SECONDS A DISTANCE OF 71.18 FEET TO A POINT OF TANGENCY;
THENCE NORTH 02 DEGREES 18 MINUTES 11 SECONDS EAST A DISTANCE OF 87.19 FEET;
THENCE NORTH 17 DEGREES 01 MINUTES 06 SECONDS EAST A DISTANCE OF 80.04 FEET TO POINT "Y" AND THE END OF SAID SOUTHERLY AND WESTERLY LINE OF SAID EASEMENT;
THENCE NORTH 84 DEGREES 04 MINUTES 22 SECONDS WEST A DISTANCE OF 87.12 FEET TO AN INTERSECTION WITH SAID NORTHERLY AND EASTERLY LINE OF SAID EASEMENT; AND
A 20.00 FOOT WIDE EASEMENT FOR HIGHWAYS, EASEMENTS AND PUBLIC UTILITIES LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING AT SAID POINT "X";
THENCE SOUTH 28 DEGREES 30 MINUTES 29 SECONDS WEST A DISTANCE OF 42.84 FEET;
THENCE SOUTH 27 DEGREES 08 MINUTES 14 SECONDS WEST A DISTANCE OF 48.06 FEET TO A TANGENT CURVE WHOSE RADIUS BEARS NORTH 42 DEGREES 01 MINUTE 00 SECONDS WEST A DISTANCE OF 75.18 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88 DEGREES 22 MINUTES 41 SECONDS A DISTANCE OF 120.30 FEET TO A REVERSE CURVE WHOSE RADIUS BEARS NORTH 34 DEGREES 18 MINUTES 02 SECONDS WEST A DISTANCE OF 71.04 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 04 MINUTES 00 SECONDS A DISTANCE OF 28.84 FEET TO THE TERMINUS OF SAID CENTERLINE AND EASEMENT SAID TERMINUS BEING ON A LINE BEARING SOUTH 41 DEGREES 44 MINUTES 11 SECONDS EAST AND NORTH 41 DEGREES 44 MINUTES 11 SECONDS WEST; AND
AN EASEMENT FOR HIGHWAYS, EASEMENTS AND PUBLIC UTILITIES OVER THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT SAID POINT "Y";
THENCE SOUTH 44 DEGREES 44 MINUTES 22 SECONDS EAST A DISTANCE OF 48.09 FEET;
THENCE NORTH 81 DEGREES 35 MINUTES 07 SECONDS WEST A DISTANCE OF 28.21 FEET;
THENCE NORTH 03 DEGREES 18 MINUTES 11 SECONDS EAST A DISTANCE OF 18.79 FEET;
THENCE NORTH 37 DEGREES 25 MINUTES 00 SECONDS EAST A DISTANCE OF 36.24 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3
THAT PART OF LOT 73 OF WILDCAT HILL, AS RECORDED IN BOOK 887 OF MAPS, PAGE 8, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 8 EAST OF THE 6TH AND 8TH MAIN MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE S.W. CORNER CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 22, FROM WHICH THE S.W. CORNER CAP MARKING THE CENTER OF SAID SECTION 22 BEARS NORTH 88 DEGREES 02 MINUTES 34 SECONDS EAST, A DISTANCE OF 2.84 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,071.84 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CAVE CREEK ROAD;
THENCE NORTH 88 DEGREES 01 MINUTE 00 SECONDS EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 719.88 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THAT CERTAIN 25.00 FOOT WIDE HIGHWAY AND PUBLIC UTILITY EASEMENT DESCRIBED AS PARCEL NO. 2 IN DOCUMENT NO. 86-001248, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSE:
THENCE SOUTH 36 DEGREES 47 MINUTES 31 SECONDS EAST, A DISTANCE OF 28.48 FEET TO A POINT ON A 1.625 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 61 DEGREES 00 MINUTE 43 SECONDS WEST;
THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 82 DEGREES 02 MINUTES 48 SECONDS, A DISTANCE OF 28.88 FEET;
THENCE SOUTH 47 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 1.644 FEET TO A POINT ON A 58.30 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 71 DEGREES 44 MINUTES 02 SECONDS EAST;
THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 73 DEGREES 34 MINUTES 21 SECONDS, A DISTANCE OF 62.84 FEET;
THENCE SOUTH 88 DEGREES 14 MINUTES 01 SECONDS EAST, A DISTANCE OF 40.88 FEET TO THE BEGINNING OF A TANGENT CURVE OF 183.88 FOOT RADIUS, CONVEX SOUTHWESTERLY;
THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09 DEGREES 18 MINUTES 12 SECONDS A DISTANCE OF 36.0 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTHWESTERLY, CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39 DEGREES 07 MINUTES 21 SECONDS, A DISTANCE OF 62.78 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 73;

PARENT PARCEL LEGAL DESCRIPTION

THENCE SOUTH 19 DEGREES 03 MINUTES 46 SECONDS WEST, DEPARTING SAID SOUTHWESTERLY LINE ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 282.75 FEET TO THE SOUTH CORNER OF SAID LOT 73;
THENCE NORTH 41 DEGREES 47 MINUTES 28 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 73, A DISTANCE OF 86.18 FEET TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE, BEARING AND PUBLIC UTILITY EASEMENT AS DESCRIBED IN SAID DOCUMENT NO. 86-001248, SAID POINT BEING ON A 87.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 49 DEGREES 41 MINUTES 28 SECONDS EAST;
THENCE ALONG SAID SOUTHWESTERLY LINE, THE FOLLOWING COURSE:
THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38 DEGREES 01 MINUTES 31 SECONDS, A DISTANCE OF 26.87 FEET TO THE BEGINNING OF A TANGENT CURVE OF 88.74 FOOT RADIUS, CONVEX NORTHEASTERLY;
THENCE NORTH EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38 DEGREES 23 MINUTES 44 SECONDS, A DISTANCE OF 127.03 FEET;
THENCE NORTH 86 DEGREES 01 MINUTE 00 SECONDS EAST, A DISTANCE OF 84.82 FEET;
THENCE NORTH 23 DEGREES 17 MINUTES 01 SECONDS EAST, A DISTANCE OF 88.81 FEET TO THE TRUE POINT OF BEGINNING.

LEGEND

- SECTION CORNER - FOUND MANAGEMENT AS NOTED
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER CITY OF SCOTTSDALE 8TH ORDINAL 2008, TYPE "C"
- CORNER OF THIS SUBDIVISION - FOUND 1/2" REBAR WITH PLASTIC CAP LIES PER PIVOT WOOD 648 OF MAPS, PAGE 11, M.C.R.
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.W. RIGHT OF WAY
- C. CURVE NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- R.L.M. BUREAU OF LAND MANAGEMENT
- R.S.L.O. ENVIRONMENTALLY SENSITIVE LANDS OVERLAY

*What is all the legal description represent?
Where is the deed information
This information may refer to be W.D. deed Report, which will occur before this document is recorded*



Coe & Van Loo Consultants, Inc.

SHASKAN MANOR
SCOTTSDALE, ARIZONA



3 SHEET OF 3
DATE: 11/11/2014
BY: [Signature]

FINAL PLAT



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: _____
- b. County Tax Assessor's Parcel Number: 219-13-007E
- c. General Location: CAVE CREEK RD & BARTLET DAM RD.
- d. Parcel Size: 5.42 AC.
- e. Legal Description: SEE PLAT

(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>FELIX SHASKAN</u>	<u>9/9</u> , 20 <u>16</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>9/9</u> , 20 <u>16</u>	<u>[Signature]</u>
_____	_____, 20____	_____

Planning and Development Services

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

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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.

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**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:

_____ (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



Date

Shaskan
Property

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company set forth below. 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.

We 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.



THOMAS
Title & Escrow

COMMITMENT FOR TITLE INSURANCE
Issued by
Thomas Title & Escrow

as Issuing Agent for First American Title Insurance Company

accepted.
no beneficiary

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

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

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

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

- 1. (a) 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; (b) 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 of the Land**
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

**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

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.

First American - Training Office 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
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Effective Date: **August 01, 2016 at 05:00 pm**

1. Policy (or Policies) to be issued:

Policy Amount:

ALTA 2006 EXTENDED OWNER'S POLICY

\$35,000.00 ✓

Proposed Insured: **City of Scottsdale** ✓

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 vested in:

FELIX SHASKAN and JANET W. SHASKAN, Trustees of THE FELIX SHASKAN and JANET W. SHASKAN TRUST, dated July 5, 1984, and any successor trustees

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

City of Scottsdale

4. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

5. The address of the land referred to in the Commitment is described as follows:

N/A

Countersigned
Thomas Title & Escrow, LLC

BY: 
Authorized Signature

*Both
need to
sign*

EXHIBIT "A"

PARCEL NO. 1:

That portion of the North half of the Southwest quarter of the Southwest quarter of Section 22, Township 6 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 22; thence North 00 degrees 02 minutes 00 seconds West along the West line of said Section 22 a distance of 660.22 feet to the Southwest corner of the North half of the Southwest quarter of the Southwest quarter of said Section 22;

Thence North 89 degrees 56 minutes 28 seconds East along the South line of the North half of the Southwest quarter of the Southwest quarter of said Section 22 a distance of 376.58 feet to the POINT OF BEGINNING;

Thence North 15 degrees 44 minutes 21 seconds East a distance of 206.73 feet;

Thence North 39 degrees 57 minutes 02 seconds East a distance of 491.22 feet to a non-tangent curve whose radius bears South 69 degrees 14 minutes 06 seconds West a distance of 182.50 feet;

Thence Southerly along said curve through a central angle of 25 degrees 13 minutes 21 seconds a distance of 80.34 feet to a reverse curve whose radius bears South 85 degrees 32 minutes 33 seconds East a distance of 81.72 feet;

Thence Southeasterly along said curve through a central angle of 80 degrees 05 minutes 37 seconds a distance of 114.24 feet to a point of tangency;

Thence South 75 degrees 38 minutes 10 seconds East a distance of 116.18 feet;

Thence South 18 degrees 46 minutes 06 seconds East a distance of 176.49 feet;

Thence South 04 degrees 47 minutes 30 seconds West a distance of 215.36 feet to the South line of the North half of the Southwest quarter of the Southwest quarter of said Section 22;

Thence South 89 degrees 56 minutes 28 seconds West along said South line a distance of 595.35 feet to the POINT OF BEGINNING;

PARCEL NO. 2:

An Easement for ingress, egress and public utilities, being 25 feet wide, the Northerly and Easterly line of said Easement being 25.00 feet parallel and concentric with the following described Southerly and Westerly line of said easement:

A portion of the Southwest quarter of Section 22, Township 6 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 22;

Thence North 00 degrees 02 minutes 00 seconds West along the West line of said Section 22 a distance of 1,118.92 feet to the Southeasterly right of way line of Cave Creek Road as described in Document No. 87-0396889, records of Maricopa County, Arizona;

Thence North 58 degrees 51 minutes 52 seconds East along said line a distance of 721.31 feet to the POINT OF BEGINNING of said Southerly and Westerly line described herein;

Thence South 31 degrees 08 minutes 08 seconds East a distance of 34.98 feet to a tangent curve whose radius bears South 58 degrees 51 minutes 52 seconds West a distance of 45.00 feet;

Thence Southerly along said curve through a central angle of 49 degrees 38 minutes 37 seconds a distance of 38.99 feet to a point of tangency;

Thence South 18 degrees 30 minutes 29 seconds West a distance of 20.53 feet to a tangent curve whose radius bears South 71 degrees 29 minutes 31 seconds East a distance of 54.50 feet;

Thence Southerly along said curve through a central angle of 71 degrees 23 minutes 15 seconds a distance of 67.90 feet to a point of tangency;

Thence South 52 degrees 52 minutes 46 seconds East a distance of 45.05 feet to Point "A" and a tangent curve whose radius bears South 37 degrees 07 minutes 14 seconds West a distance of 182.50 feet;

Thence Southerly along said curve through a central angle of 57 degrees 20 minutes 13 seconds a distance of 182.63 feet to a reverse curve whose radius bear South 85 degrees 32 minutes 33 seconds East a distance of 81.72 feet;

Thence Southeasterly along said curve through a central angle of 80 degrees 05 minutes 37 seconds a distance of 114.24 feet to a point of tangency;

Thence South 75 degrees 38 minutes 10 seconds East a distance of 116.18 feet to a tangent curve whose radius bears North 14 degrees 21 minutes 50 seconds East a distance of 92.50 feet;

Thence Easterly along said curve through a central angle of 53 degrees 17 minutes 24 seconds a distance of 86.03 feet to a point of tangency;

Thence North 51 degrees 04 minutes 26 seconds East a distance of 44.96 feet to a tangent curve whose radius bears South 38 degrees 55 minutes 34 seconds East a distance of 87.50 feet;

Thence Easterly along said curve through a central angle of 63 degrees 14 minutes 11 seconds a distance of 96.57 feet to a point of tangency;

Thence South 65 degrees 41 minutes 23 seconds East a distance of 64.34 feet to a tangent curve whose radius bears North 24 degrees 18 minutes 37 seconds East a distance of 97.50 feet;

Thence Easterly along said curve through a central angle of 33 degrees 03 minutes 04 seconds a distance of 56.24 feet to a point of tangency;

Thence North 81 degrees 15 minutes 34 seconds East a distance of 36.73 feet to a tangent curve whose radius bears North 08 degrees 44 minutes 26 seconds West a distance of 107.50 feet;

Thence Northeasterly along said curve through a central angle of 37 degrees 56 minutes 23 seconds a distance of 71.18 feet to a point of tangency;

Thence North 43 degrees 19 minutes 11 seconds East a distance of 81.79 feet;

Thence North 37 degrees 35 minutes 56 seconds East a distance of 36.04 feet to Point "B" and the end of said Southerly and Westerly line of said easement;

Thence North 04 degrees 44 minutes 22 seconds West a distance of 37.12 feet to an intersection with said Northerly and Easterly line of said easement; AND

A 20.00 foot wide easement for ingress, egress and public utilities lying 10.00 feet on each side of the following described centerline:

BEGINNING at said Point "A";

Thence South 20 degrees 39 minutes 38 seconds West a distance of 42.64 feet;

Thence South 27 degrees 08 minutes 14 seconds West a distance of 45.05 feet to a tangent curve whose radius bears North 62 degrees 51 minutes 46 seconds West a distance of 178.74 feet;

Thence Southwesterly along said curve through a central angle of 38 degrees 33 minutes 44 seconds a distance of 120.30 feet to a reverse curve whose radius bears North 24 degrees 18 minutes 02 seconds West a distance of 71.06 feet;

Thence Southwesterly along said curve through a central angle of 23 degrees 54 minutes 09 seconds a distance of 29.64 feet to the terminus of said centerline and easement said terminus being on a line bearing South 41 degrees 44 minutes 11 seconds East and North 41 degrees 44 minutes 11 seconds West; AND

An easement for ingress, egress and public utilities over the following described parcel:

Beginning at said Point "B";

Thence South 04 degrees 44 minutes 22 seconds East a distance of 48.06 feet;

Thence North 81 degrees 35 minutes 07 seconds West a distance of 39.21 feet;

Thence North 43 degrees 19 minutes 11 seconds East a distance of 18.70 feet;

Thence North 37 degrees 35 minutes 56 seconds East a distance of 36.04 feet to the POINT OF BEGINNING.

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

~~Effective Date: August 01, 2016, 05:00pm~~

The following are the requirements to be complied with prior to the issuance of the policy or policies. Unless otherwise noted, all documents must be recorded in the office of the Recorder of the County in which the property is located.

1. All of 2015 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$971.70 for the year 2015 under Assessor's Parcel No. 219-13-007E.

2. 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(b), 16, 17, 20(b) 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.
3. Provide proper notification prior to the closing of this transaction to Thomas Title & Escrow for an inspection to be completed and to disclose any additional exceptions and/or requirements.
4. Furnish full and complete copy of any unrecorded lease, agreement, contract and/or license with all supplements, assignments and amendments and fully executed owner's affidavit prior to close of transaction. The owner's affidavit shall also state that none of the leases referred to in the affidavit contain a first right of refusal or option to purchase. Thomas Title & Escrow reserves the right to except additional items and/or make requirements after review of the foregoing documents.
5. Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the THE FELIX SHASKAN and JANET W. SHASKAN TRUST, dated July 5, 1984 Trust.
6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

7. Record _____ Deed from FELIX SHASKAN and JANET W. SHASKAN, Trustees of THE FELIX SHASKAN and JANET W. SHASKAN TRUST, dated July 5, 1984, and any successor trustees , to City of Scottsdale.

NOTE: Should less than all of the Trustees OR Trustees OTHER than as shown in Schedule A, execute documents it will be necessary to submit a fully executed copy of the Trust Agreements and all amendments thereto showing the Trustee has the authority to consummate this transaction. OR if an original Trustee is deceased, submit an uncertified copy of death certificate.

END OF SCHEDULE B - REQUIREMENTS

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. 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 unincorporated land in an unincorporated area of a county.

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: August 01, 2016, 05:00pm

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

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date shown on this title commitment, but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage covered by this commitment.

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. **Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.**
3. **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 disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.**
4. **An easement for road right of way and incidental purposes recorded as 1988-496553, of Official Records.**
5. **The effect of a map purporting to show the land recorded September 5, 1997 as Book 449, Page 11.**
6. **Covenants, conditions, restrictions, liabilities and obligations in the document recorded as 1997-820392, of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.**
7. **An easement for ingress, egress and public utilities and incidental purposes recorded as 1998-0012429, of Official Records.**
8. **All matters as set forth in Annexation Consent Agreement, recorded January 31, 2003, as 2003-0123416, of Official Records.**
9. **An easement for permanent utility and incidental purposes recorded as 2015-0363870, of Official Records.**
10. **All matters as set forth in Supplement to Easement, recorded August 4, 2015, as 2015-0564918, of Official Records.**
11. **Any facts, rights, interests or claims that would be disclosed by a correct ALTA/NSPS survey.**

12. Any facts about the land that an inspection or inquiry of parties in possession would disclose and that are not shown by the Public Records.
13. Any rights, interest or claims of parties in possession of the land not shown by the public records.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement.

END OF SCHEDULE B - EXCEPTIONS

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company set forth below. 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.

We 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.



THOMAS
Title & Escrow

COMMITMENT FOR TITLE INSURANCE

Issued by

Thomas Title & Escrow

as Issuing Agent for First American Title Insurance Company

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DESCRIPTION OF THE LAND	on the following page
EXCEPTIONS - PART ONE	Schedule B (inside)
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REQUIREMENTS (Continued)	Requirements (inside)
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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

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

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

1. (a) 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; (b) 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 of the Land
3. Easements, liens or encumbrances, or claims thereof, which are 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.

**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

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.

First American - Training Office 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

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **August 01, 2016 at 05:00 pm**

- | | |
|--|--------------------|
| 1. Policy (or Policies) to be issued: | Policy Amount: |
| ALTA 2006 EXTENDED OWNER'S POLICY | \$35,000.00 |

Proposed Insured: **City of Scottsdale**

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 vested in:

FELIX SHASKAN and JANET W. SHASKAN, Trustees of THE FELIX SHASKAN and JANET W. SHASKAN TRUST, dated July 5, 1984, and any successor trustees

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

City of Scottsdale

4. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

5. The address of the land referred to in the Commitment is described as follows:

N/A

Countersigned
Thomas Title & Escrow, LLC

BY: 
Authorized Signature

EXHIBIT "A"

PARCEL NO. 1:

That portion of the North half of the Southwest quarter of the Southwest quarter of Section 22, Township 6 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 22; thence North 00 degrees 02 minutes 00 seconds West along the West line of said Section 22 a distance of 660.22 feet to the Southwest corner of the North half of the Southwest quarter of the Southwest quarter of said Section 22;

Thence North 89 degrees 56 minutes 28 seconds East along the South line of the North half of the Southwest quarter of the Southwest quarter of said Section 22 a distance of 376.58 feet to the POINT OF BEGINNING;

Thence North 15 degrees 44 minutes 21 seconds East a distance of 206.73 feet;

Thence North 39 degrees 57 minutes 02 seconds East a distance of 491.22 feet to a non-tangent curve whose radius bears South 69 degrees 14 minutes 06 seconds West a distance of 182.50 feet;

Thence Southerly along said curve through a central angle of 25 degrees 13 minutes 21 seconds a distance of 80.34 feet to a reverse curve whose radius bears South 85 degrees 32 minutes 33 seconds East a distance of 81.72 feet;

Thence Southeasterly along said curve through a central angle of 80 degrees 05 minutes 37 seconds a distance of 114.24 feet to a point of tangency;

Thence South 75 degrees 38 minutes 10 seconds East a distance of 116.18 feet;

Thence South 18 degrees 46 minutes 06 seconds East a distance of 176.49 feet;

Thence South 04 degrees 47 minutes 30 seconds West a distance of 215.36 feet to the South line of the North half of the Southwest quarter of the Southwest quarter of said Section 22;

Thence South 89 degrees 56 minutes 28 seconds West along said South line a distance of 595.35 feet to the POINT OF BEGINNING;

PARCEL NO. 2:

An Easement for ingress, egress and public utilities, being 25 feet wide, the Northerly and Easterly line of said Easement being 25.00 feet parallel and concentric with the following described Southerly and Westerly line of said easement:

A portion of the Southwest quarter of Section 22, Township 6 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 22;

Thence North 00 degrees 02 minutes 00 seconds West along the West line of said Section 22 a distance of 1,118.92 feet to the Southeasterly right of way line of Cave Creek Road as described in Document No. 87-0396889, records of Maricopa County, Arizona;

Thence North 58 degrees 51 minutes 52 seconds East along said line a distance of 721.31 feet to the POINT OF BEGINNING of said Southerly and Westerly line described herein;

Thence South 31 degrees 08 minutes 08 seconds East a distance of 34.98 feet to a tangent curve whose radius bears South 58 degrees 51 minutes 52 seconds West a distance of 45.00 feet;

Thence Southerly along said curve through a central angle of 49 degrees 38 minutes 37 seconds a distance of 38.99 feet to a point of tangency;

Thence South 18 degrees 30 minutes 29 seconds West a distance of 20.53 feet to a tangent curve whose radius bears South 71 degrees 29 minutes 31 seconds East a distance of 54.50 feet;

Thence Southerly along said curve through a central angle of 71 degrees 23 minutes 15 seconds a distance of 67.90 feet to a point of tangency;

Thence South 52 degrees 52 minutes 46 seconds East a distance of 45.05 feet to Point "A" and a tangent curve whose radius bears South 37 degrees 07 minutes 14 seconds West a distance of 182.50 feet;

Thence Southerly along said curve through a central angle of 57 degrees 20 minutes 13 seconds a distance of 182.63 feet to a reverse curve whose radius bear South 85 degrees 32 minutes 33 seconds East a distance of 81.72 feet;

Thence Southeasterly along said curve through a central angle of 80 degrees 05 minutes 37 seconds a distance of 114.24 feet to a point of tangency;

Thence South 75 degrees 38 minutes 10 seconds East a distance of 116.18 feet to a tangent curve whose radius bears North 14 degrees 21 minutes 50 seconds East a distance of 92.50 feet;

Thence Easterly along said curve through a central angle of 53 degrees 17 minutes 24 seconds a distance of 86.03 feet to a point of tangency;

Thence North 51 degrees 04 minutes 26 seconds East a distance of 44.96 feet to a tangent curve whose radius bears South 38 degrees 55 minutes 34 seconds East a distance of 87.50 feet;

Thence Easterly along said curve through a central angle of 63 degrees 14 minutes 11 seconds a distance of 96.57 feet to a point of tangency;

Thence South 65 degrees 41 minutes 23 seconds East a distance of 64.34 feet to a tangent curve whose radius bears North 24 degrees 18 minutes 37 seconds East a distance of 97.50 feet;

Thence Easterly along said curve through a central angle of 33 degrees 03 minutes 04 seconds a distance of 56.24 feet to a point of tangency;

Thence North 81 degrees 15 minutes 34 seconds East a distance of 36.73 feet to a tangent curve whose radius bears North 08 degrees 44 minutes 26 seconds West a distance of 107.50 feet;

Thence Northeasterly along said curve through a central angle of 37 degrees 56 minutes 23 seconds a distance of 71.18 feet to a point of tangency;

Thence North 43 degrees 19 minutes 11 seconds East a distance of 81.79 feet;

Thence North 37 degrees 35 minutes 56 seconds East a distance of 36.04 feet to Point "B" and the end of said Southerly and Westerly line of said easement;

Thence North 04 degrees 44 minutes 22 seconds West a distance of 37.12 feet to an intersection with said Northerly and Easterly line of said easement; AND

A 20.00 foot wide easement for ingress, egress and public utilities lying 10.00 feet on each side of the following described centerline:

BEGINNING at said Point "A";

Thence South 20 degrees 39 minutes 38 seconds West a distance of 42.64 feet;

Thence South 27 degrees 08 minutes 14 seconds West a distance of 45.05 feet to a tangent curve whose radius bears North 62 degrees 51 minutes 46 seconds West a distance of 178.74 feet;

Thence Southwesterly along said curve through a central angle of 38 degrees 33 minutes 44 seconds a distance of 120.30 feet to a reverse curve whose radius bears North 24 degrees 18 minutes 02 seconds West a distance of 71.06 feet;

Thence Southwesterly along said curve through a central angle of 23 degrees 54 minutes 09 seconds a distance of 29.64 feet to the terminus of said centerline and easement said terminus being on a line bearing South 41 degrees 44 minutes 11 seconds East and North 41 degrees 44 minutes 11 seconds West; AND

An easement for ingress, egress and public utilities over the following described parcel:

Beginning at said Point "B";

Thence South 04 degrees 44 minutes 22 seconds East a distance of 48.06 feet;

Thence North 81 degrees 35 minutes 07 seconds West a distance of 39.21 feet;

Thence North 43 degrees 19 minutes 11 seconds East a distance of 18.70 feet;

Thence North 37 degrees 35 minutes 56 seconds East a distance of 36.04 feet to the POINT OF BEGINNING.

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **August 01, 2016, 05:00pm**

The following are the requirements to be complied with prior to the issuance of the policy or policies. Unless otherwise noted, all documents must be recorded in the office of the Recorder of the County in which the property is located.

1. **All of 2015 taxes are paid in full.**

NOTE: Taxes are assessed in the total amount of \$971.70 for the year 2015 under Assessor's Parcel No. 219-13-007E.

2. **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(b), 16, 17, 20(b) 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.**
3. **Provide proper notification prior to the closing of this transaction to Thomas Title & Escrow for an inspection to be completed and to disclose any additional exceptions and/or requirements.**
4. **Furnish full and complete copy of any unrecorded lease, agreement, contract and/or license with all supplements, assignments and amendments and fully executed owner's affidavit prior to close of transaction. The owner's affidavit shall also state that none of the leases referred to in the affidavit contain a first right of refusal or option to purchase. Thomas Title & Escrow reserves the right to except additional items and/or make requirements after review of the foregoing documents.**
5. **Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the THE FELIX SHASKAN and JANET W. SHASKAN TRUST, dated July 5, 1984 Trust.**
6. **Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**

7. Record _____ Deed from FELIX SHASKAN and JANET W. SHASKAN, Trustees of THE FELIX SHASKAN and JANET W. SHASKAN TRUST, dated July 5, 1984, and any successor trustees , to City of Scottsdale.

NOTE: Should less than all of the Trustees OR Trustees OTHER than as shown in Schedule A, execute documents it will be necessary to submit a fully executed copy of the Trust Agreements and all amendments thereto showing the Trustee has the authority to consummate this transaction. OR if an original Trustee is deceased, submit an uncertified copy of death certificate.

END OF SCHEDULE B - REQUIREMENTS

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. 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.

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: August 01, 2016, 05:00pm

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

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date shown on this title commitment, but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage covered by this commitment.

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. **Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.**
3. **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 disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.**
4. **An easement for road right of way and incidental purposes recorded as 1988-496553, of Official Records.**
5. **The effect of a map purporting to show the land recorded September 5, 1997 as Book 449, Page 11.**
6. **Covenants, conditions, restrictions, liabilities and obligations in the document recorded as 1997-820392, of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.**
7. **An easement for ingress, egress and public utilities and incidental purposes recorded as 1998-0012429, of Official Records.**
8. **All matters as set forth in Annexation Consent Agreement, recorded January 31, 2003, as 2003-0123416, of Official Records.**
9. **An easement for permanent utility and incidental purposes recorded as 2015-0363870, of Official Records.**
10. **All matters as set forth in Supplement to Easement, recorded August 4, 2015, as 2015-0564918, of Official Records.**
11. **Any facts, rights, interests or claims that would be disclosed by a correct ALTA/NSPS survey.**

12. Any facts about the land that an inspection or inquiry of parties in possession would disclose and that are not shown by the Public Records.
13. Any rights, interest or claims of parties in possession of the land not shown by the public records.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement.

END OF SCHEDULE B - EXCEPTIONS