

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

FIRST AMERICAN TITLE INSURANCE COMPANY

issued by

Great American Title Agency, Inc.

SCHEDULE A

Commitment Number: 21501861

(PHO ZuZu Valley-Ho SC)

Commitment Amount: \$0.00

Effective Date: September 23, 2016 at 7:30 A.M., 2nd Amendment
Records of Maricopa County, Arizona

Type of Coverage: ALTA Standard Owners 10-17-92

(Endorsed for Leasehold)

1. Name of Proposed Insured:

**Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a
Verizon Wireless**

2. The Estate or interest in the Land upon issuance of the Policy shall be the interest of the Lessee in that Lease set forth in Schedule A, Part II.

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

**Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a
Verizon Wireless**

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

SEE EXHIBIT "A" ATTACHED HEREIN

Owner/Fee Title: **MSR Properties, LLC, an Arizona limited liability company**

Parcel No.: 130-11-174A

**51-DR-2016
10/12/16**

SCHEDULE A, PART II

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

A lease executed by **MSR Properties, LLC, an Arizona limited liability company**, Lessor, to **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless**, Lessee, dated ____, recorded ____, in Instrument No. ____.
(Term: ____)

END OF SCHEDULE A

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, Attorney's fees or expenses, any or all of which arise by reason of the following:

PART ONE:

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.
2. 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 public records.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (A) Unpatented mining claims; (B) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SCHEDULE B

PART TWO:

1. Taxes for the year 2016, a lien not yet due and payable.
2. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.
3. Any charge upon said land by reason of its inclusion in East Valley Institute of Technology.
4. An easement for ditch and all other matters as set forth therein, recorded in Book 109 of Deeds, Page 114 of Official Records.
5. An easement for road or highway and all other matters as set forth therein, recorded in Docket 7242, Page 685 of Official Records.
6. All matters as set forth in Dedicated Roads – Town of Scottsdale, recorded as Book 66 of Maps, Page 19 of Official Records.
7. An easement for trolley access and all other matters as set forth therein, recorded in 2004-1041584 of Official Records.
8. An easement for emergency vehicle access and all other matters as set forth therein, recorded in 2004-1041588 of Official Records.
9. All matters as set forth in Historic Preservation of Valley Ho Property Development Agreement recorded as 2004-1082642, Amendment recorded as 2004-1258948 and Second Amendment recorded as 2006-0034763 and re-recorded 2006-0106822 of Official Records.
10. An easement for ingress and egress and all other matters as set forth therein, recorded in Special Warranty Deed recorded as 2004-1149905 of Official Records.

Thereafter Termination of Easement recorded as 2014-0095412 of Official Records.
11. All matters as set forth in Easement Agreement recorded as 2004-1149906 and re-recorded as 2004-1173425 of Official Records.
12. An easement for gateway design feature and all other matters as set forth therein, recorded in 2004-1243609 of Official Records.
13. All matters as set forth in Indemnification Agreement recorded as 2004-1521248 of Official Records.

14. All matters as set forth in Services and Use Agreement recorded as 2005-0693810 of Official Records.
15. An easement for electrical lines and all other matters as set forth therein, recorded in 2005-0415604 of Official Records.
16. All matters as set forth in Assurance to City of Remote Parking recorded as 2005-1707976 of Official Records.
17. All matters as set forth in PLSS Subdivision – Record of Survey recorded as Book 734 of Maps, Page 10 of Official Records.
18. Covenants, conditions, restrictions, easements, liabilities and obligations in the document recorded in 2005-1790361, First Amendment recorded in 2006-0165443 and Clarification recorded in 2006-1090513 of Official Records and as shown on the recorded plat of said subdivision, 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.
19. A map purported to show said property recorded as Book 795 of Maps, Page 24 of Official Records.
20. All matters as set forth in Financial Obligation Agreement for Payment of Water, Sewer and Water Resources Development Fees and Penalties recorded as 2005-1925479 of Official Records.
21. An easement for electrical lines and all other matters as set forth therein, recorded in 2006-0410769 of Official Records.
22. An easement for electrical lines and all other matters as set forth therein, recorded in 2007-0675818 of Official Records.
23. All matters as set forth in Results of Survey – Hotel Valley Ho North Parcel recorded as Book 934 of Maps, Page 14 of Official Records.
24. An easement for pedestrian public access and all other matters as set forth therein, recorded in 2007-1261342 of Official Records.
25. Any action that may be taken by the Flood Control District of Maricopa County to acquire easements, rights of way, or restrictive rights for drainage as disclosed by Resolution recorded in 2008-1029204 of Official Records.
26. All matters as set forth in Access Easement Agreement recorded in 2009-1015046 and re-recorded in 2010-0082546 of Official Records.
27. An easement for Access Easement Agreement and all other matters as set forth therein, recorded in 2009-1047056 of Official Records.
28. All matters as set forth in Agreement to Secure and Maintain Parking recorded as 2010-0078054 of Official Records.

29. All matters as set forth in Agreement to Secure and Maintain Parking recorded as 2011-0114191 of Official Records.
30. All matters as set forth in Waiver of Right to Make a Claim Under Proposition 207 recorded as 2011-0545527 and recorded as 2013-0776789 of Official Records.
31. Any rights, interest or claims of parties in possession of the land and not shown by the public records.
32. The terms and conditions of the lease set forth in Schedule A, Part Two.

END OF SCHEDULE B

REQUIREMENTS

1. Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless.**
2. Proper Showing as to the current members of **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless.**
3. Proper showing that **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless** has been properly formed in its domiciliary state.
4. Furnish a copy of the Articles of Organization or other pertinent formation documents of **Verizon Wireless (VAW), L.L.C. A Delaware Limited Liability Company, d/b/a Verizon Wireless**, duly processed by the proper regulatory body of Delaware.
5. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of MSR Properties, LLC, an Arizona limited liability company.
6. Record Lease as shown in Schedule A, Part II, herein.
7. Proper approval by the appropriate parties having a prior interest to your proposed Lease, as set forth in Schedule B herein.
8. Such further requirements as may be necessary after completion of the above.

END OF REQUIREMENTS

EXHIBIT "A"

PARCEL NO. 1:

LOT 1A, OF HOTEL VALLEY HO LAND DIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED BOOK 720 OF MAPS, PAGE 9;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN "TOWER RESIDENCES AT HOTEL VALLEY HO, A CONDOMINIUM", ACCORDING TO BOOK 795 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR NORMAL AND REASONABLE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER AND ACROSS THE EASEMENT AREA, AS CREATED IN EASEMENT AGREEMENT RECORDED AS 2004-1149906, OF OFFICIAL RECORDS AND RE-RECORDED AS 2004-1173425, OF OFFICIAL RECORDS.

PARCEL NO. 3:

A PERPETUAL, EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING OVER AND ACROSS THE EASEMENT AREA, AS CREATED IN SPECIAL WARRANTY DEED RECORDED AS 2004-1149905M OF OFFICIAL RECORDS.



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.