

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



WHITESTONE REIT
Creating Communities in Our Properties™

November 11, 2016

Mr. Randy Grant, Planning Director
Scottsdale Planning & Development
7447 E. Indian School Rd, Suite 105
Scottsdale, AZ 85251

Re: Whitestone's Authorization for Administrative Modification of Plans
North/Northeast of the NEC of Scottsdale Rd & Pinnacle Peak Rd

Dear Mr. Grant:

As the owner of property located north/northeast of the northeast corner of Scottsdale Road and Pinnacle Peak Road, which is located west/southwest of Generations at Pinnacle Peak, LLC's ("IPA") proposed Senior Living Facility that is shown on IPA's attached Site Plan, Whitestone Pinnacle of Scottsdale-Phase II, LLC ("Whitestone") hereby authorizes IPA and its representatives to file with the City a pre-application submittal, an administrative site plan amendment submittal, and other submittals (if additional submittals are needed) for City Staff to administratively modify our currently approved plans for the parking, refuse enclosure, and open space areas (west of IPA's Memory Care) and to provide a trash compactor (south of the existing parking structure), all as shown on IPA's Site Plan prepared by Todd & Associates, Inc. dated 10/10/2016 and attached to this letter (the "Site Plan").

This authorization is limited to the Site Plan and the above requests for administrative modification of our currently approved plans and does not authorize IPA or its representatives to submit any other requests on Whitestone's behalf or to make any modifications to the Site Plan. Any change to the Site Plan and/or any additional modification of Whitestone's currently approved plans shall require Whitestone's additional written approval.

Thank you.

WHITESTONE PINNACLE OF SCOTTSDALE-PHASE II, LLC, a Delaware limited liability company

By: _____

Its: _____

Date: _____

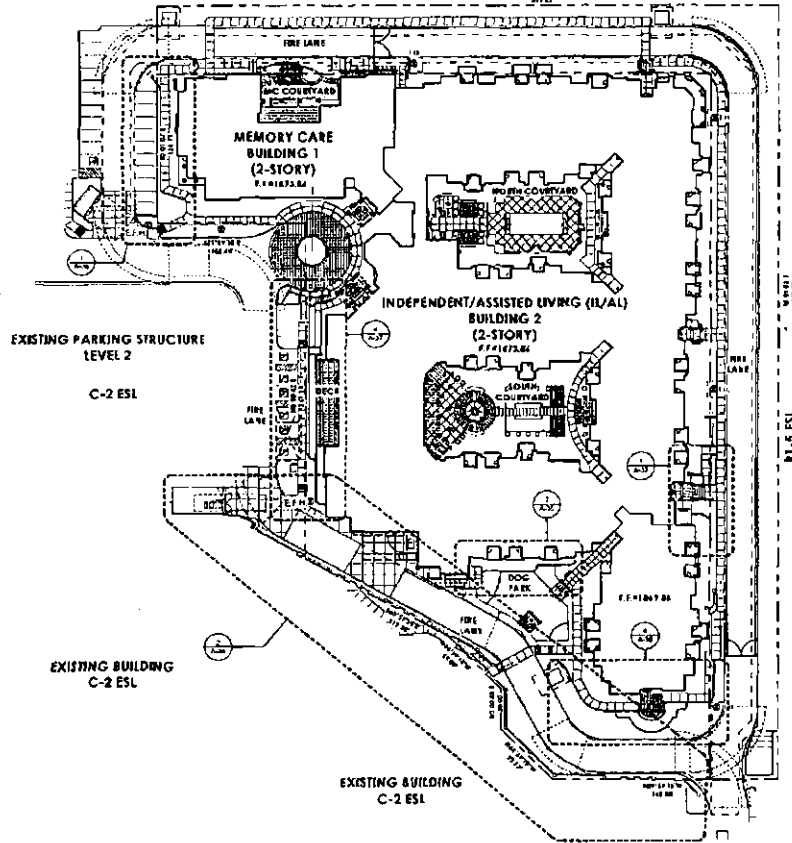
Attachment

30-DR-2016
11/16/16

SCOTTSDALE ROAD

R1-5 ESL

CAMINO DEL MONTE



NEW BUILDING C-2 ESL

NEW BUILDING C-2 ESL

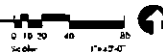
EXISTING BUILDING

EXISTING SUPER PUMPER

EXISTING DRIVEWAY FOR REFERENCE ONLY. REFER TO APPROVED PLANS FOR PLAN CHECK # 366-15-1

EXISTING DRIVE

1 SITE PLAN



PROJECT NAME & ADDRESS:
 SENIOR LIVING @ SCOTTSDALE ROAD AND PINNACLE PEAK ROAD
 23733 NORTH SCOTTSDALE ROAD
 SCOTTSDALE, ARIZONA 85254

PROJECT DESCRIPTION:
 SENIOR LIVING @ SCOTTSDALE ROAD AND PINNACLE PEAK ROAD IS A SENIOR LIVING COMMUNITY TO BE LOCATED ON A SITE AT THE NORTHEAST CORNER OF SCOTTSDALE ROAD AND PINNACLE PEAK ROAD.

THE PROJECT WILL OFFER 2 LEVELS OF ASSISTED LIVING PER THE ARIZONA DEPARTMENT OF HEALTH SERVICES PERSONAL CARE AND NURSING CARE. THE SERVICE LEVELS WILL COMPLY WITH THE ASSISTED LIVING REQUIREMENTS AS REQUIRED BY THE STATE.

FORMING:
 EXISTING: 0.25 AC (EXEMPT)
 PROVIDED: 0.25 AC (EXEMPT)

NET ACRES: 76.48 ACRES (195,956.2 SF)
GROSS ACRES: 76.48 ACRES (195,956.2 SF)

SETBACK:
 PROVIDED (OVERALL): 24.50' (FACE) (20'-0" (3/4" W/ ACRES)

FLOORING HEIGHT:
 ALLOWABLE: 34'-0"
 PROVIDED: 34'-0" (AT 7'-0" ABOVE FINISH)
 NOTE: FINISH FLOOR DETERMINED AT 7'-0" ABOVE FINISH ADJACENT GRADE PER FEMA

SETBACKS:
 FRONT (W/FR): NONE 10'-0" MIN
 SIDE (NORTH): NONE 15'-0" MIN
 SIDE (SOUTH): 5'-0" 5'-0"
 REAR (R/AS): 5'-0" 5'-0"

OCCUPANCY TYPE:
 BUILDING 1: RESIDENTIAL
 BUILDING 2: RESIDENTIAL
 BUILDING 3: OFFICE AND AMENITY SPACES
 BUILDING 4: OFFICE

CONSTRUCTION TYPE:
 BUILDING 1: 1A (MFA 12)
 BUILDING 2: 1A (MFA 12)

PARKING PROVISIONS:
 PARKING STALLS: 9'-0" x 18'-0"
 PARKING AREA (TOTAL): 24'-0"

PARKING:
 REQUIRED: 14 P.S.
 PROVIDED: 14 P.S.
 SPECIALIZED RESIDENTIAL HEALTH CARE (IN MEMORY CARE): 14 P.S.
 (0.7 x 20 RECS)
 BUILDING 2: 14 P.S.
 SENIOR LIVING @ SCOTTSDALE ROAD (INDEPENDENT/ASSISTED LIVING): 113 P.S.
 (1.25 x 20 DWELLING UNITS)
 TOTAL REQUIRED (PER SECTION 9.102): 127 P.S.

ACCESSIBLE PARKING: 8 P.S.
 (4% OF THE REQUIRED PARKING SPACES)
 (127 PARKING SPACES x 0.4% = 5.08)

NOTE: ALL PARKING SPACES ARE OFFERED IN THE ADJACENT EXISTING PARKING GARAGE AS SPECIFIED IN THE SHARED AGREEMENT WITH THE NEIGHBORING PROPERTY TO THE WEST.

PROVIDED:
 STANDARD PARKING SPACES (UNCOVERED): 78 P.S.
 STANDARD PARKING SPACES (COVERED): 49 P.S.
 TOTAL PROVIDED: 127 P.S.

ACCESSIBLE PARKING SPACES (UNCOVERED): 3 P.S.
ACCESSIBLE PARKING SPACES (COVERED): 5 P.S.
ACCESSIBLE PARKING SPACES (TOTAL): 8 P.S.
 (ONE ACCESSIBLE PARKING SPACE WILL BE DESIGNATED VAN ACCESSIBLE)

BICYCLE PARKING: 10 B.S.
 (1 BICYCLE PARKING SPACE PER 10 VEHICLE PARKING SPACES)

PROVIDED:
 MAIN ENTRY FOYER: 2 B.S.
 FOUR EMPLOYEE ENTRY: 8 B.S.
 NORTH EMPLOYEE ENTRY: 8 B.S.

SURVIVAL:
 MINIMUM RESIDENTIAL HEALTH CARE: 20 UNITS (112 RECS)
 RECOMMENDED RESIDENTIAL HEALTH CARE: 20 UNITS (112 RECS)

| LINE TYPE | GROSS AREA | # OF UNITS | % OF UNITS | # OF RECS |
|--|------------|------------|------------|-----------|
| MINIMUM RESIDENTIAL HEALTH CARE (REQUIRED) | 170,111 SF | 20 | 24.5% | 112 |
| UNIT 12 (1) RECS | 554 SF | 6 | 5.1% | 6 |
| UNIT 11 (1) RECS | 782 SF | 2 | 1.8% | 2 |
| UNIT 10 (1) RECS | 689 SF | 6 | 7.2% | 6 |
| UNIT 9 (1) RECS | 802 SF | 12 | 10.9% | 12 |
| UNIT 8 (1) RECS | 886 SF | 2 | 1.8% | 2 |
| UNIT 7 (1) RECS | 1,026 SF | 14 | 12.7% | 14 |
| UNIT 6 (1) RECS | 1,240 SF | 6 | 7.2% | 6 |
| SUB-TOTAL: | | 48 | | 48 |

RECOMMENDED RESIDENTIAL HEALTH CARE (MEMORY CARE):
 LINE C (1) RECS: 405 SF, 4 UNITS, 3.6%
 LINE D (1) RECS: 617 SF, 14 UNITS, 14.5%
 SUB-TOTAL: 1,022 SF, 18 UNITS, 20.1%

ACCESSIBLE PARKING:
 OCCUPANCY: 1-1: 20 UNITS x 0.50 = 10
 1-2: 20 UNITS x 0.50 = 10

* ACCESSIBLE UNITS TO COMPLY WITH 2017 IBC SECTION 1107.5

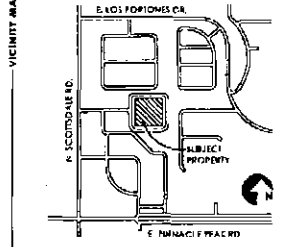
BUILDING AREA:
 NOTE: PROJECT AREA CALCULATIONS INCLUDE COVERED PATIOS AND BALCONIES.
BUILDING 1 - SENIOR LIVING @ SCOTTSDALE ROAD (MEMORY CARE)
 (MEMORY CARE)
 1ST FLOOR: 17,571 SF
 2ND FLOOR: 11,402 SF
 TOTAL OF BUILDING 1: 28,973 SF

BUILDING 2 - MINIMUM RESIDENTIAL HEALTH CARE (MEMORY CARE)
 (MEMORY CARE)
 1ST FLOOR: 75,830 SF
 2ND FLOOR: 47,380 SF
 TOTAL OF BUILDING 2: 123,210 SF

TOTAL OVERALL BUILDING: 152,183 SF

LOT COVERAGE:
 NET LOT AREA: 6.47 NET ACRES (195,956 SF)
 TOTAL BUILDING FOOTPRINT: 28,973 SF
 LOT COVERAGE PROVIDED: 49.12%

OPEN SPACE CALCULATIONS:
 NET LOT AREA: 6.47 NET ACRES (195,956 SF)
 REQUIRED (4% OF LOT AREA): 1.7198 ACRES (47,029 SF)
 PROVIDED: 1.7198 ACRES (47,029 SF)



NOTE: THIS PLAN IS FOR REFERENCE ONLY. REFER TO SHEET A-2 FOR DIMENSIONS AND NOTES

SITE PLAN
 SENIOR LIVING @ NEC
 SCOTTSDALE &
 PINNACLE PEAK RDS
 23733 N. Scottsdale Rd.
 Scottsdale AZ 85254
 Investment Property Associates, LLC
 (IPA)

ipa
 INVESTMENT PROPERTY ASSOCIATES, LLC
TODD & ASSOCIATES, INC.
 4000 N. CENTRAL EXPRESSWAY, SUITE 100
 PHOENIX, ARIZONA 85018
 TEL: 602.955.1111 FAX: 602.955.1112
 WWW.TODDANDASSOCIATES.COM

Project No.: 12345
 Scale: 1/8"=1'-0"
 Date: 11/15/2024
 Prepared by: J. Doe
 Checked by: J. Doe
 Drawn by: J. Doe
 Project No.: 12345

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company
through its Division

First American Title Insurance Company

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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)

REQUIREMENTS (Standard) on the third page

REQUIREMENTS (Continued) Requirements (inside)

CONDITIONS on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

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

AGREEMENT TO ISSUE POLICY

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

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

Our obligation under the Commitment is limited by the following:

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

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

SCHEDULE B - EXCEPTIONS

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

Part One:

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

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

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

**REQUIREMENTS
(Standard)**

The following requirements must be met:

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

(Continued on Requirements Page)

CONDITIONS

1. **DEFINITIONS**

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

2. **LATER DEFECTS**

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

3. **EXISTING DEFECTS**

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

4. **LIMITATION OF OUR LIABILITY**

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

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

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

The First American Corporation

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

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

SCHEDULE A

Effective Date: **June 20, 2016** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$To Be Determined

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 as to Parcel No. 1 and Easement as to Parcel No. 2 and title thereto is at the effective date hereof vested in:

Generations at Pinnacle Peak, LLC, a Michigan limited liability company

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 this Commitment is located in Maricopa County, AZ and is described as:

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Daniel Figueroa @ (602)567-8100/dfigueroa@firstam.com.

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

EXHIBIT "A"

PARCEL NO. 1:

LOT 2, MINOR LAND DIVISION OF CROWN WEST PLAT, A DIVISION LAND MAP RECORDED IN BOOK 1259 OF MAPS, 28, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

EASEMENTS FOR ACCESS AND PARKING AS SET FORTH IN DECLARATION OF ESTABLISHMENT OF RESTRICTIONS AND GRANTS OF EASEMENTS RECORDED AS 89-265868 OF OFFICIAL RECORDS; SECOND AMENDMENT TO DECLARATION OF ESTABLISHMENT OF RESTRICTIONS AND GRANTS OF EASEMENTS RECORDED AS 2016-0100026 OF OFFICIAL RECORDS; AND AMENDED AND RESTATED DECLARATION OF CROSS EASEMENTS AND PARKING RECORDED AS 2007-251301 OF OFFICIAL RECORDS; AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CROSS EASEMENTS AND PARKING RECORDED AS 2016-0100025 OF OFFICIAL RECORDS.

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

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2016.
(The first half is due October 1, 2016 and is delinquent November 1, 2016. The second half is due March 1, 2017 and is delinquent May 1, 2017 .)
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. All matters as set forth in License Agreement, recorded October 07, 1988 as 88-499000 of Official Records.
4. An easement for underground utility and incidental purposes in the document recorded as 89-081989 of Official Records.
5. An easement for electric lines and incidental purposes in the document recorded as 89-167790 of Official Records.
6. All matters as set forth in Declaration of Establishment of Restrictions and Grant of Easements, recorded June 09, 1989 as 89-265868 of Official Records and Assignment of Declarant's Rights recorded June 16, 1998 as 98-512367 and First Amendment recorded August 5, 2014 as 2014-0513831 of Official Records and Second Amendment recorded February 17, 2016 as 2016-0100026 of Official Records.
7. An easement for underground utility and incidental purposes in the document recorded as 90-405561 of Official Records.
8. The terms and provisions contained in the document entitled "Special Maintenance Agreement" recorded October 19, 1990 as 90-470951 of Official Records.
9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Crown West Land Division, as recorded in Plat Book 857 of Maps, Page(s) 19 and thereafter Partial Release of Easement recorded October 15, 2015 as 2015-0742170 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 42 USC 3604(c).
10. All matters as set forth in Amended and Restated Declaration of Cross Easements and Parking, recorded March 01, 2007 as 2007-251301 of Official Records and First Amendment record February 17, 2016 as 2016-0100025 of Official Records.
11. An easement for waterline and incidental purposes in the document recorded October 15, 2015 as 2015-0743392 of Official Records.

12. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Minor Land Division of Crown West Plat, as recorded in Plat Book 1259, Page(s) 28, 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 42 USC 3604(c).
13. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
14. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

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

REQUIREMENTS:

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

NOTE: Taxes are assessed in the total amount of \$144,369.00 for the year 2015 under Assessor's Parcel No. 212-05-182B 1.

NOTE: Taxes are assessed in the total amount of \$20,812.84 for the year 2015 under Assessor's Parcel No. 212-05-182C 1.

3. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

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

4. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
5. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Michigan, a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Generations at Pinnacle Peak, LLC, a Michigan limited liability company a limited liability company.
6. Record Warranty Deed from Generations at Pinnacle Peak, LLC, a Michigan limited liability company to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

7. Return to title department for final recheck before recording.

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

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.

c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

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

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

End of Requirements

**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:

23733 N. Scottsdale Road

(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

06.16.16

30-DR-2016
6/30/2016



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 23733 N. Scottsdale Road
- b. County Tax Assessor's Parcel Number: 212-05-182B and portion of 212-05-182C
- c. General Location: N&E of the NEC of Scottsdale and Pinnacle Peak Roads
- d. Parcel Size: 4.50+/- gross acres
- e. Legal Description: See attached

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

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

Name (printed)

William Fettis

Ed Bull

Date

June 16, 2016

20

20

20

Signature

30-DR-2016

6/30/2016

Planning and Development Services

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

February 17, 2016

Mr. Randy Grant, Planning Director
Scottsdale Planning & Development
7447 E. Indian School Rd, Suite 105
Scottsdale, AZ 85251

Re: Authorization
North & East of the NEC of Scottsdale Rd & Pinnacle Peak Rd

Dear Mr. Grant:

As the owner of property located north and east of the northeast corner of Scottsdale Road and Pinnacle Peak Road (the "Property"), we authorize the law firm of Burch & Cracchiolo, P.A., to file for zoning and development-related matters, including but not limited to, Pre-Applications, Design Review, Site Planning, Variances, Use Permits, Platting, etc., needed to develop the Property, on our behalf.

Thank you.

GENERATIONS AT PINNACLE PEAK, LLC
a Michigan limited liability company

By: 
Its: Manager

/rlh

30-DR-2016
6/30/2016