

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

Legal

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.

**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:

128th St. and Ranch Gate 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.



Marlene R. Kubi, Trustee
Signature of Property Owner

5-31-14
Date

The Stanley J. & Marlena R. Kahn Revocable Trust
13182 E. Happy Valley Road
Scottsdale, AZ 85255

May 12, 2014

Via Hand-Delivery with Application, to:

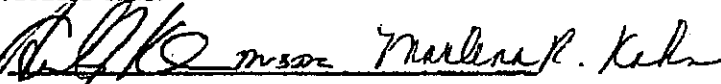
City of Scottsdale
Planning & Development Department
7447 East Indian School Road
Scottsdale, Arizona 85251

Re: Letter of Authorization

Dear Sir or Madam:

This letter authorizes the following firms/companies: Taylor Morrison, Berry Riddell & Rosensteel, LVA Design, and Kimley-Horn to represent The Stanley J. and Marlena R. Kahn Revocable Trust in all matters related to the City of Scottsdale's Pre-Application, General Plan Amendment, Rezoning, Abandonment, Use Permit and/or Development Review Board applications for the property located at 128th Street and Ranch Gate Road (APN No. 217-01-030) in the City of Scottsdale, Maricopa County, Arizona.

The Stanley J. and Marlena R. Kahn
Revocable Trust

By 

Its: Trustees

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 128th St. and Ranch Gate Road
- b. County Tax Assessor's Parcel Number 217-01-030
- c. General Location 128th St and Ranch Gate Road
- d. Parcel Size: 10 AC
- 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 general manager of the Scottsdale Planning and Development Services Department a written statement revoking my authority.

5. I will immediately deliver to the general manager of the City of Scottsdale Planning and 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 or 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>MARLENA R. KAHN</u>	<u>5-31</u> 20 <u>14</u>	<u>Marlena R. Kahn, Trustee</u>
<u>Stanley J. Kahn</u>	<u>5-31</u> 20 <u>14</u>	<u>Stanley J. Kahn</u>

Marta Stanton Trust
25270 N. 132nd Street
Scottsdale, AZ 85255

May 12, 2014

Via Hand-Delivery with Application, to:

City of Scottsdale
Planning & Development Department
7447 East Indian School Road
Scottsdale, Arizona 85251

Re: Letter of Authorization

Dear Sir or Madam:

This letter authorizes the following firms/companies: Taylor Morrison, Berry Riddell & Rosensteel, LVA Design, and Kimley-Horn to represent Marta Stanton Trust in all matters related to the City of Scottsdale's Pre-Application, General Plan Amendment, Rezoning, Abandonment, Use Permit and/or Development Review Board applications for the property located at 128th Street and Ranch Gate Road (APN No. 217-01-102) in the City of Scottsdale, Maricopa County, Arizona.

Marta^T Stanton Trust

By: Marta J. Stanton, Trustee

Its: _____

**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:

128th St. and Ranch Gate 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.

Marta J. Stanton,
Signature of Property Owner Justice

6/3/2014
Date

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 128th St. and Ranch Gate Road
 - b. County Tax Assessor's Parcel Number 217-01-02
 - c. General Location 128th St. and Ranch Gate Road
 - d. Parcel Size: 4.01 AC
 - 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 general manager of the Scottsdale Planning and Development Services Department a written statement revoking my authority.

5. I will immediately deliver to the general manager of the City of Scottsdale Planning and 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 or 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) <u>Marta T. Stanton, Trustee</u>	Date <u>6/3</u> 20 <u>14</u>	Signature <u>Marta T. Stanton, Trustee</u>
_____	_____ 20	_____
_____	_____ 20	_____
_____	_____ 20	_____

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 128th Street & Pinnacle Peak Alignment
- b. County Tax Assessor's Parcel Number 217-01-0094
- c. General Location 128th Street & Pinnacle Peak Alignment
- d. Parcel Size: 5 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 general manager of the Scottsdale Planning and Development Services Department a written statement revoking my authority.

5. I will immediately deliver to the general manager of the City of Scottsdale Planning and 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 or 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)
Craig Zimmerman

Date/
10/2 2014

Signature
Craig Zimmerman

EXHIBIT A

**The South half of the Northeast quarter of the Northeast quarter of the Southwest quarter and
The South half of the North half of the West 40 feet of the Northwest quarter of the Southeast
quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and
Meridian, Maricopa County, Arizona.**

Emmerson Enterprises, Inc.
Profit Sharing Plan
14400 North 76th Place
Scottsdale, AZ 85260
480-368-5205

May 12, 2014

Via Hand-Delivery with Application, to:

City of Scottsdale
Planning & Development Department
7447 East Indian School Road
Scottsdale, Arizona 85251

Re: Letter of Authorization

Dear Sir or Madam:

This letter authorizes the following firms/companies: Taylor Morrison, Berry Riddell & Rosensteel, LVA Design, and Kimley-Horn to represent Emmerson Enterprises, Inc. Profit Sharing Plan in all matters related to the City of Scottsdale's Pre-Application, General Plan Amendment, Rezoning, Abandonment, Use Permit and/or Development Review Board applications for the property located at 128th Street and Pinnacle Peak Alignment (APN No. 217-01-009N) in the City of Scottsdale, Maricopa County, Arizona.

Entity: Emmerson Enterprises, Inc. Profit Sharing
Plan

Name: Craig Emmerson, Trustee

By: 

Its: 

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

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- 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

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

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- ❖ 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.

**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

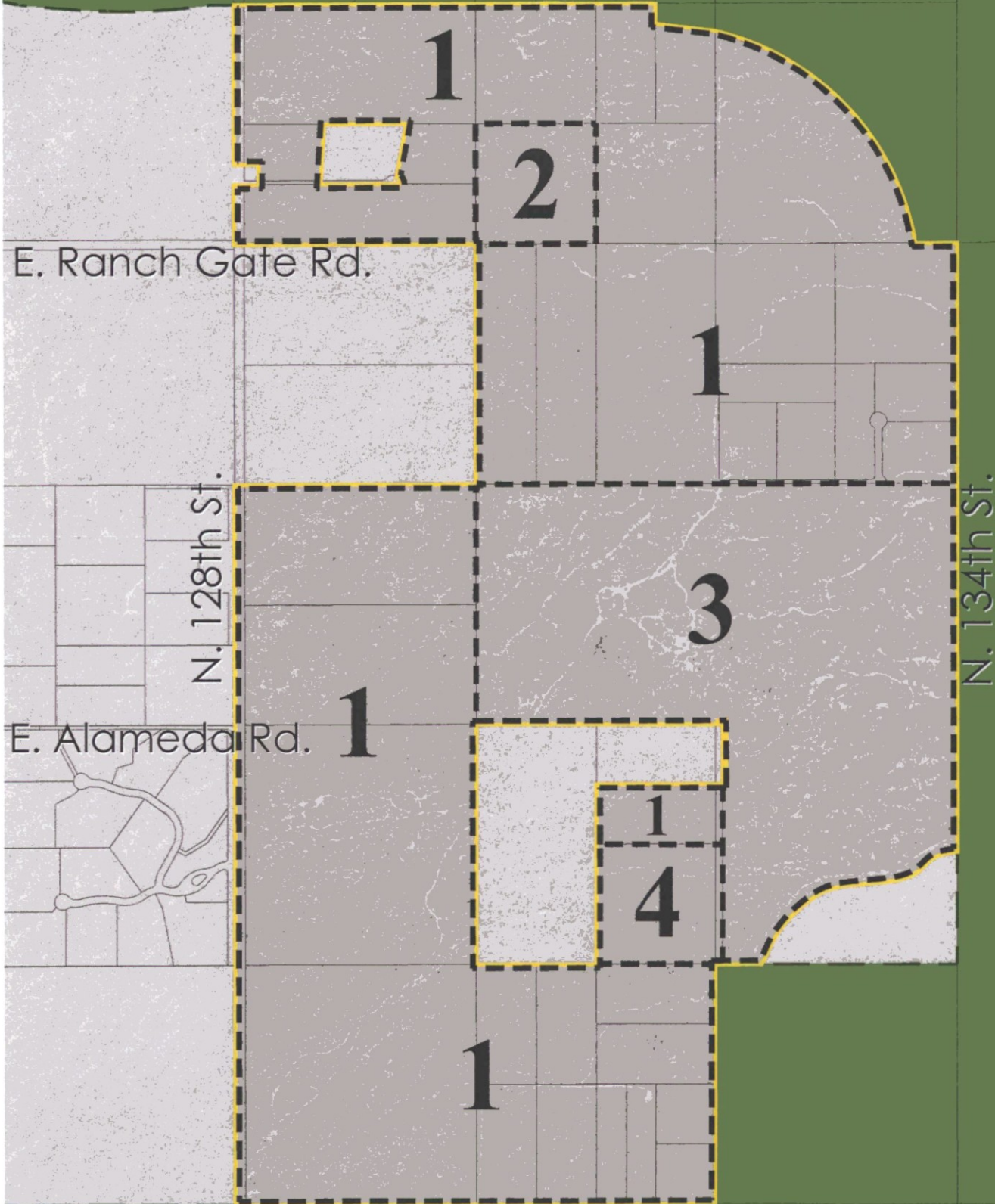
I hereby certify that I am the owner of property located at:

128th Street and Pinnacle Peak Alignment
(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

6/2/14
Date



STORYROCK - LAND USE/DEVELOPMENT CALCULATIONS

1) CAV RANCH LLC						
Zoning	Total Open Space		% O.S.	# of Lots		
	Approx. Sq. Ft.	Ac.			Sq. Ft.	Ac.
70	426,452	9.79	298,420	6.85	70%	2
43	6,017,378	138.14	3,976,990	91.30	66.1%	89
35	4,566,830	104.84	1,781,991	40.91	39.0%	105
18	3,442,982	79.04	1,119,109	25.69	32.5%	116
Total	14,027,191	331.81	7,176,510	164.75	49.7%	312

2) DITOLA						
Zoning	Total Open Space		% O.S.	# of Lots		
	Approx. Sq. Ft.	Ac.			Sq. Ft.	Ac.
70	-	-	-	-	-	-
43	-	-	-	-	-	-
35	436,471	10.02	170,755	3.92	39.1%	10
18	-	-	-	-	-	-
Total	436,471	10.02	170,755	3.92	39.1%	10

3) CAVALLIERE FAMILY						
Zoning	Total Open Space		% O.S.	# of Lots		
	Approx. Sq. Ft.	Ac.			Sq. Ft.	Ac.
70	-	-	-	-	-	-
43	1,677,060	38.5	1,489,316	34.19	88.8%	25
35	-	-	-	-	-	-
18	3,082,474	70.77	860,310	19.75	27.9%	90
Total	4,759,534	109.27	2,349,626	53.94	49.4%	115

4) SEWELL						
Zoning	Total Open Space		% O.S.	# of Lots		
	Approx. Sq. Ft.	Ac.			Sq. Ft.	Ac.
70	-	-	-	-	-	-
43	294,074	6.751	216,493	4.97	73.6%	4
35	79,366	1.822	28,750	0.66	36.2%	1
18	89,385	2.052	59,242	1.36	66.3%	1
Total	462,825	10.625	304,484	6.99	65.8%	6

STORYROCK						
Zoning	Total Open Space		% O.S.	# of Lots		
	Approx. Sq. Ft.	Ac.			Sq. Ft.	Ac.
70	426,452	9.79	298,420	6.85	70%	2
43	7,988,468	183.39	5,682,800	130.46	71.1%	118
35	5,082,581	116.68	1,981,496	45.49	39.0%	116
18	6,615,457	151.87	2,038,661	46.80	30.8%	207
Total	19,686,506	461.73	10,001,376	229.6	49.7%	443



First American Title™

Commitment for Title Insurance

ISSUED BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Commitment

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

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

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

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

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

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DISCLOSURE NOTICES

GOOD FUNDS LAW

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

NOTICE:

Pursuant to Arizona Revised Statutes 11-480, effective 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 (pica) or larger.
- b. Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- c. Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

NOTICE:

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

CONDITIONS

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



First American Title™

Commitment for Title Insurance

BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule A

Order No.: 26140293-026-NM2-SW

1. Effective Date: 10/5/16, Amendment Date: October 17, 2016, Amendment No.: 4
2. Policy or Policies to be issued: Amount
 - a. **ALTA Standard Owner's Policy (6-17-06)** **\$7,226,682.00**
Proposed Insured:
City of Scottsdale
 - b. **None** **\$0.00**
Proposed Insured:
 - c. **None** **\$0.00**
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is
A FEE

4. Title to the estate or interest in the land is at the Effective Date vested in:
Cav-Ranch, L.L.C., an Arizona limited liability company as to Parcel No's. 1 through 34; and George Famous and Krystyna H. Famous, his wife as to an undivided one half interest and J. Terry Sewell and Marcia Harris Sewell, his wife as to an undivided one half interest as to Parcel No. 35; and Hilton Hills Property, L.L.L.P., an Arizona limited liability partnership as to Parcel No's. 36, 37 and 38; and George Ditola, a single man as to Parcel No. 39

5. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.

By: *Natalie Bombardieri*
Authorized Countersignature



First American Title™

Commitment for Title Insurance

BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Exhibit A

Order No.: 26140293-026-NM2-SW

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

PARCEL NO. 1:

The North half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 55 feet thereof; and

PARCEL NO. 2:

The South half of the South half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 55 feet thereof; and

EXCEPT the following described property:

A portion of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a found brass cap accepted as the Southwest corner of said Section 1, from which a found brass cap accepted as the West quarter corner of said Section 1 bears North 00 degrees 03 minutes 10 seconds West, a distance of 2639.63 feet;

Thence along the West line of the Southwest quarter of said Section 1, North 00 degrees 03 minutes 10 seconds West, a distance of 329.95 feet to the North line of the South half of the South half of the Southwest quarter of the Southwest quarter of said Section 1;

Thence leaving said West line and along said North line, North 89 degrees 46 minutes 07 seconds East, a distance of 55.00 feet to the East line of the West 55.00 feet of said Section 1 and the POINT OF BEGINNING;

Thence leaving said East line and continuing along said North line, North 89 degrees 46 minutes 07 seconds East, a distance of 80.00 feet to the East line of the West 135.00 feet of said Section 1;

Thence leaving said North line and along last said East line, South 00 degrees 03 minutes 10 seconds East, a distance of 1.62 feet;

Thence leaving last said East line, South 89 degrees 56 minutes 50 seconds West a distance of 80.00 feet to said East line of the West 55.00 feet of Section 1;

Thence along last said East line, North 00 degrees 03 minutes 10 seconds West, a distance of 1.37 feet to the POINT OF BEGINNING; and

EXCEPT all coal and other minerals as reserved in the Patent to said land.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Exhibit A (Continued)

Order No.: 26140293-026-NM2-SW

PARCEL NO. 3:

That portion of the North half of the South half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest corner of said Section 1;

Thence North 00 degrees 07 minutes 45 seconds East along the West line of the Southwest quarter of said Section 1, a distance of 659.88 feet to the Northwest corner of the North half of the South half of the Southwest quarter of the Southwest quarter of said Section 1;

Thence North 89 degrees 57 minutes 05 seconds East along the North line of the North half of the South half of the Southwest quarter of the Southwest quarter of said Section 1, a distance of 55.00 feet to the Northwest corner of Lot 1 of the MER 9.55 ACRES DIVISION as recorded in Book 663 of Maps, page 39, records of Maricopa County, Arizona, said point being the POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 05 seconds East along the North line of said Lot 1, a distance of 438.49 feet to the Northeast corner of said Lot 1;

Thence South 03 degrees 35 minutes 02 seconds West along the East line of said Lot 1, a distance of 310.55 feet to the Southeast corner of said Lot 1;

Thence South 89 degrees 57 minutes 00 seconds West along the South line of said Lot 1, a distance of 419.77 feet to the Southwest corner of said Lot 1;

Thence North 00 degrees 07 minutes 45 seconds East along the West line of said Lot 1, a distance of 309.94 feet to the POINT OF BEGINNING;

EXCEPTING therefrom that portion conveyed to the City of Scottsdale, an Arizona municipal corporation, by Deed recorded April 10, 2008 as 2008-0316293, described as follows:

A portion of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a found brass cap accepted as the Southwest corner of said Section 1, from which a found brass cap accepted as the West quarter corner of said Section 1 bears North 00 degrees 03 minutes 10 seconds West, a distance of 2639.63 feet;

Thence along the West line of the Southwest quarter of said Section 1, North 00 degrees 03 minutes 10 seconds West, a distance of 329.95 feet to the North line of the South half of the South half of the Southwest quarter of the Southwest quarter of said Section 1;

Thence leaving said West line and along said North line, North 89 degrees 46 minutes 07 seconds East, a distance of 55.00 feet to the East line of the West 55.00 feet of said Section 1;

Thence leaving said North line and along said East line, North 00 degrees 03 minutes 10 seconds West, a distance of 20.00 feet to the POINT OF BEGINNING;



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Exhibit A (Continued)

Order No.: **26140293-026-NM2-SW**

Thence continuing along said East line, North 00 degrees 03 minutes 10 seconds West, a distance of 88.63 feet;

Thence leaving said East line, North 89 degrees 56 minutes 50 seconds East a distance of 80.00 feet to the East line of the West 135.00 feet of said Section 1;

Thence along last said East line, South 00 degrees 03 minutes 10 seconds East a distance of 88.38 feet to a line that is parallel with and 20.00 feet North of said North line;

Thence leaving last said East line and along said parallel line, South 89 degrees 46 minutes 07 seconds West a distance of 80.00 feet to the POINT OF BEGINNING; and

PARCEL NO. 4:

That portion of the North half of the South half of the Southwest quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest corner of said Section 1;

Thence North 00 degrees 07 minutes 45 seconds East along the West line of the Southwest quarter of said Section 1, a distance of 659.88 feet to the Northwest corner of the North half of the South half of the Southwest quarter of the Southwest quarter of said Section 1;

Thence North 89 degrees 57 minutes 05 seconds East along the North line of the North half of the South half of the Southwest quarter of the Southwest quarter of said Section 1, a distance of 944.54 feet to the Northwest corner of Lot 3 of the MER 9.55 ACRES DIVISION as recorded in Book 663 of Maps, page 39, records of Maricopa County, Arizona, said point being the POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 05 seconds East, a distance of 378.15 feet to the Northeast corner of said Lot 3;

Thence South 00 degrees 06 minutes 37 seconds West along the East line of said Lot 3, a distance of 329.90 feet to the Southeast corner of said Lot 3;

Thence South 89 degrees 57 minutes 00 seconds West along the South line of said Lot 3, a distance of 408.97 feet to a point of curvature to the left whose center bears South 89 degrees 57 minutes 00 seconds West, a radius of 46.00 feet;

Thence continuing along the South line said Lot 2 and along the arc of said curve an arc distance of 47.65 feet, a central angle of 59 degrees 20 minutes 54 seconds, a tangent distance of 26.21 feet, a chord distance of 45.55 feet and a chord bearing of North 29 degrees 43 minutes 27 seconds West to the Western most corner said Lot 3;

Thence North 10 degrees 32 minutes 35 seconds East along the West line of said Lot 3, a distance of 295.37 feet to the POINT OF BEGINNING; and

PARCEL NO. 5:

The Northwest quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;



Exhibit A (Continued)

Order No.: 26140293-026-NM2-SW

EXCEPT the West 55 feet thereof; and

PARCEL NO. 6:

The Southwest quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 55 feet thereof; and

PARCEL NO. 7:

The North half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 8:

The South half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 9:

The West half of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 10:

The East half of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 11:

The West half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 12:

The East half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 13:



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Exhibit A (Continued)

Order No.: **26140293-026-NM2-SW**

The West half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 14:

The North half of the East half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 15:

The South half of the East half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 16:

The South half of the Southwest quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 55 feet; and

PARCEL NO. 17:

The North half of the Southwest quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 55 feet; and

PARCEL NO. 18:

The Northwest quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 19:

The West half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 20:



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Exhibit A (Continued)

Order No.: 26140293-026-NM2-SW

The North half of the West half of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 21:

The Northeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 22:

The South half of the Northeast quarter of the Northeast quarter of the Southwest quarter and the South half of the North half of the West 40 feet of the Northwest quarter of the Southeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 23:

That portions of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 89 degrees 57 minutes 13 seconds East along the North line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 215.00 feet;

Thence South 00 degrees 06 minutes 35 seconds West, a distance of 272.76 feet to a point of curvature whose center bears South 25 degrees 39 minutes 42 seconds East, a radius of 46.00 feet;

Thence along the arc of said curve through a central angle of 116 degrees 55 minutes 24 seconds to the left an arc distance of 93.87 feet, a tangent distance of 74.95 feet, a chord distance of 78.41 feet, and a chord bearing of South 05 degrees 52 minutes 36 seconds West to a point of reverse curvature whose center bears South 37 degrees 24 minutes 54 seconds West, a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 052 degrees 41 minutes 41 seconds to the right an arc distance of 18.39 feet, a tangent distance of 9.91 feet, a chord distance of 17.75 feet, and a chord bearing of South 26 degrees 14 minutes 16 seconds East;

Thence South 00 degrees 06 minutes 35 seconds West, a distance of 253.61 feet to a point of curvature whose center bears North 89 degrees 53 minutes 25 seconds West, a radius of 20.00 feet;



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Exhibit A (Continued)

Order No.: 26140293-026-NM2-SW

Thence along the arc of said curve through a central angle of 89 degrees 50 minutes 43 seconds to the right an arc distance of 31.36 feet, a tangent distance of 19.95 feet, a chord distance of 28.25 feet, and a chord bearing of South 45 degrees 01 minutes 56 seconds West;

Thence South 89 degrees 57 minutes 18 seconds West, a distance of 195.05 feet to a point on the West line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 00 degrees 06 minutes 35 seconds East along said West line, a distance of 640.23 feet to the TRUE POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 24:

The East half of the Northeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 25:

The East half of the West half of the Northeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 26:

The West half of the West half of the Northeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 27:

That portion of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the North quarter corner of said Section 12;

Thence South 00 degrees 07 minutes 11 seconds West along the North-South midsection line, a distance of 660.22 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 89 degrees 57 minutes 13 seconds East along the North line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 20.00 feet to the POINT OF BEGINNING;



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Exhibit A (Continued)

Order No.: 26140293-026-NM2-SW

Thence continuing North 89 degrees 57 minutes 13 seconds East along the North line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 640.53 feet to the Northeast corner of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 00 degrees 06 minutes 35 seconds West along the East line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 213.42 feet;

Thence South 89 degrees 57 minutes 13 seconds West, a distance of 640.57 feet to a point on the East line of the West 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 00 degrees 07 minutes 11 seconds East parallel with the North-South midsection line of said Section 12, a distance of 213.42 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 28:

That portion of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the North quarter corner of said Section 12;

Thence South 00 degrees 07 minutes 11 seconds West along the North-South midsection line, a distance of 660.22 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 89 degrees 57 minutes 13 seconds East along the North line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 20.00 feet;

Thence South 00 degrees 07 minutes 11 seconds West parallel with the North-South midsection line of said Section 12, a distance of 213.42 feet to the POINT OF BEGINNING;

Thence North 89 degrees 57 minutes 13 seconds East, a distance of 320.27 feet;

Thence South 00 degrees 06 minutes 35 seconds West, a distance of 426.80 feet to a point on the North line of the South 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 89 degrees 57 minutes 18 seconds West parallel with the South line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 320.35 feet to a point on the East line of the West 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 00 degrees 07 minutes 11 seconds East parallel with the North-South midsection line of said Section 12, a distance of 426.80 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 29:



Exhibit A (Continued)

Order No.: 26140293-026-NM2-SW

That portion of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the North quarter corner of said Section 12;

Thence South 00 degrees 07 minutes 11 seconds West along the North-South midsection line, a distance of 660.22 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence North 89 degrees 57 minutes 13 seconds East along the North line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 20.00 feet;

Thence South 00 degrees 07 minutes 11 seconds West parallel with the North-South midsection line of said Section 2, a distance of 213.42 feet;

Thence North 89 degrees 57 minutes 13 seconds East, a distance of 320.27 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 57 minutes 13 seconds East, a distance of 320.30 feet to a point of West line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 00 degrees 06 minutes 35 seconds West along the East line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 426.81 feet to a point on the North line of the South 20.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 89 degrees 57 minutes 18 seconds West parallel with the South line of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 320.30 feet;

Thence North 00 degrees 06 minutes 35 seconds East, a distance of 426.80 feet to the TRUE POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 30:

The Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 31:

The Southwest quarter of the Southeast quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion conveyed to City of Scottsdale recorded in Document No. 2002-0039381, records of Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 1;



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Exhibit A (Continued)

Order No.: 26140293-026-NM2-SW

Thence North 89 degrees 46 minutes 27 seconds East, along the North line of the Southwest quarter of said Southeast quarter to the Northeast corner of the Southwest quarter of said Southeast quarter, 1321.18 feet;

Thence departing said North line, South 00 degrees 04 minutes 38 seconds East, along the East line of the Southwest quarter of said Southeast quarter to the South line of said Southwest quarter of the Southeast quarter, 1319.55 feet;

Thence departing said East line, South 89 degrees 46 minutes 11 seconds West, along said South line of the Southwest quarter of the Southeast quarter, 225.00 feet to the beginning of a non-tangent curve concave to the Southwest, the center of which lies South 80 degrees 30 minutes 39 seconds West, 1437.25 feet;

Thence Northwesterly, along said curve, 1697.07 feet through a central angle of 67 degrees 40 minutes 43 seconds to a point on the West line of the Southwest quarter of said Southeast quarter;

Thence departing said curve, North 00 degrees 05 minutes 36 seconds West, along said West line, 150.00 feet to the POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 32:

The East half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that part described as follows:

BEGINNING at the Northwest corner of the East half of the Northeast quarter of the Southeast quarter of the Southwest quarter of said Section 1;

Thence North 89 degrees 46 minutes 20 second East along the North line of the East half of the Northeast quarter of the Southeast quarter of the Southwest quarter to the Northeast corner of the East half of the Northeast quarter of the Southeast quarter of the Southwest quarter, a distance of 330.62 feet;

Thence departing said North line South 00 degrees 05 minutes 36 seconds East along the East line of said East half of the Northeast quarter of the Southeast quarter of the Southwest quarter, a distance of 150 feet;

Thence departing said East line North 83 degrees 45 minutes 18 seconds West to the West line of said East half of the Northeast quarter of the Southeast quarter of the Southwest quarter, a distance of 332.65 feet;

Thence North 00 degrees 04 minutes 59 seconds West along said West line, a distance of 112.50 feet to the POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in the Patent to said land.

PARCEL NO. 33:

That portion of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Exhibit A (Continued)

Order No.: 26140293-026-NM2-SW

BEGINNING at the Southeast corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 89 degrees 57 minutes 18 seconds West along the South line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 379.65 feet to a point of curvature whose center bears South 89 degrees 57 minutes 18 seconds West, a radius of 46.00 feet;

Thence along the arc of said curve through a central angle of 052 degrees 32 minutes 24 seconds to the left an arc distance of 42.18 feet, a tangent distance of 22.70 feet, a chord distance of 40.72 feet, and a chord bearing of North 26 degrees 18 minutes 54 seconds West to a point of reverse curvature whose center bears North 37 degrees 24 minutes 54 seconds East, a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 052 degrees 41 minutes 41 seconds to the right an arc distance of 18.39 feet, a tangent distance of 9.91 feet, a chord distance of 17.75 feet, and a chord bearing of North 26 degrees 14 minutes 16 seconds West;

Thence North 00 degrees 06 minutes 35 seconds East, a distance of 241.00 feet to a point of curvature whose center bears South 89 degrees 53 minutes 25 seconds East, a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 052 degrees 41 minutes 41 seconds to the right an arc distance of 18.39 feet, a tangent distance of 9.91 feet, a chord distance of 17.75 feet, and a chord bearing of North 26 degrees 27 minutes 26 seconds East to a point of reverse curvature whose center bears North 37 degrees 11 minutes 44 seconds West, a radius of 46.00 feet;

Thence along the arc of said curve through a central angle of 041 degrees 09 minutes 27 seconds to the left an arc distance of 33.04 feet, a tangent distance of 17.27 feet, a chord distance of 32.34 feet, and a chord bearing of North 32 degrees 13 minutes 33 seconds East;

Thence North 89 degrees 57 minutes 18 seconds East, a distance of 380.52 feet;

Thence South 00 degrees 05 minutes 59 seconds West, a distance of 336.68 feet to the POINT OF BEGINNING.

PARCEL NO. 34:

That portion of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12;

Thence South 00 degrees 05 minutes 59 seconds West, a distance of 323.57 feet;

Thence South 89 degrees 57 minutes 18 seconds West, a distance of 380.52 feet to a point of curvature whose center bears North 78 degrees 21 minutes 11 seconds West, a radius of 46.00 feet;

Thence along the arc of said curve through a central angle of 127 degrees 18 minutes 32 seconds to the left an arc distance of 102.21 feet, a tangent distance of 92.89 feet, a chord distance of 82.44 feet, and a chord bearing of North 52 degrees 00 minutes 26 seconds West;



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Exhibit A (Continued)

Order No.: 26140293-026-NM2-SW

Thence North 00 degrees 06 minutes 35 seconds East, a distance of 272.76 feet;

Thence North 89 degrees 57 minutes 13 seconds East, a distance of 445.53 feet to the POINT OF BEGINNING.

PARCEL NO. 35:

The Southeast quarter of the Northeast quarter of the Southwest quarter; and

The South half of the West 40 feet of the Northwest quarter of the Southeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 36:

The Southeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 37:

The Southwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 38:

The Northwest quarter of the Southeast quarter of Section 12, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 40 feet, thereof.

PARCEL NO. 39:

The Southwest quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land.

APN:



First American Title™

Commitment for Title Insurance

BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BI

Order No.: 26140293-026-NM2-SW

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
5. Intentionally Omitted.
6. Recordation of a certified copy of the Resolution of the City of Scottsdale, Arizona authorizing the execution and delivery of all instruments necessary to consummate this transaction.
7. Intentionally Deleted

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: Docks Investment Group, LLC
Authorized Party: CVE, Inc., an Arizona corporation, Manager
Craig V. Emmerson, President
Keith J. Miller, Vice President
Restrictions: Manager must have consent of all the members to sell company property

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

8. Intentionally Deleted

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: Ranch Gate Partners, LLC
Authorized Party: CVE, Inc., an Arizona corporation, Manager
Craig V. Emmerson, President
Keith J. Miller, Vice President
Restrictions: Manager must have consent of all the members to sell company property

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

9. Intentionally Deleted



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BI (Continued)

Order No.: **26140293-026-NM2-SW**

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: Preserve Investments I, LLC
Authorized Party: CVE, Inc., an Arizona corporation, Manager
Craig V. Emmerson, President
Keith J. Miller, Vice President
Restrictions: Manager must have consent of all the members to sell company property

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

10. Intentionally Deleted

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: Preserve Investments II, LLC
Authorized Party: CVE, Inc., an Arizona corporation, Manager
Craig V. Emmerson, President
Keith J. Miller, Vice President
Restrictions: Manager must have consent of all the members to sell company property

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

11. Intentionally Deleted

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: Preserve Investments III, LLC,
Authorized Party: CVE, Inc., an Arizona corporation, Manager
Craig V. Emmerson, President
Keith J. Miller, Vice President
Restrictions: Manager must have consent of all the members to sell company property

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

12. Intentionally Deleted



Schedule BI (Continued)

Order No.: 26140293-026-NM2-SW

13. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: High Desert Properties, Inc., a Delaware corporation

- a) A Copy of the corporation By-laws
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

14. Intentionally Deleted

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: The Koe Family Trust dated January 5, 2000
Authorized Party: Edward A. Koe and Melodie M. Koe, Trustees

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Prestyne Limited, a Delaware corporation

- a) A Copy of the corporation By-laws
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BI (Continued)

Order No.: 26140293-026-NM2-SW

16. Intentionally Deleted

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: Emerson Enterprises, Inc. Profit Sharing Plan and Trust
Authorized Party: Craig Emmerson and Cindy Emmerson, Trustees

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

17. Intentionally Deleted

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: The Stanley J. Kahn and Marlana R. Kahn Revocable Trust, dated April 16, 2007
Authorized Party: Stanley J. Kahn and Marlana R. Kahn

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

18. Intentionally Deleted

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: Martha T. Stanton Trust dated June 23, 2004
Authorized Party: Martha T. Stanton, Trustee

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

19. Intentionally Deleted

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: Cav-Ranch, L.L.C.
Authorized Party: CVE, Inc., an Arizona corporation, Manager
Members: Preserve Investments I, L.L.C., an Arizona limited liability company
Ranch Gate Partners, L.L.C., an Arizona limited liability company
Docks Investment Group, L.L.C., an Arizona limited liability company
George Ditola
The Stanley J. Marlana R. Kahn Revocable Trust
The Marta T. Stanton Trust
Preserve Investments III, L.L.C. an Arizona limited liability company
High Desert Properties (Delaware) Inc.
Prestyn Limited, a Delaware corporation
Preserve Investments II, L.L.C., an Arizona limited liability company
The Koe Family Trust
Emmerson Enterprises, Inc., PSP
Terry Sewell/George Famous



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BI (Continued)

Order No.: 26140293-026-NM2-SW

Restrictions: Manager must have consent of all the members to sell company property

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

20. Intentionally Omitted.

21. Intentionally Omitted.

22. Intentionally Omitted.

23. Intentionally Omitted.

24. Intentionally Omitted.

25. Intentionally Omitted.

26. Intentionally Omitted.

27. Intentionally Omitted.

28. Intentionally Omitted.

29. Intentionally Omitted.

30. Intentionally Omitted.

31. Intentionally Omitted.

32. Intentionally Omitted.

33. Intentionally Omitted.

34. Intentionally Omitted.

35. Intentionally Omitted.

36. Furnish for recordation a deed as set forth below:

Type of deed: Warranty

Grantor(s): Cav-Ranch, L.L.C., an Arizona limited liability company

Grantee(s): The City of Scottsdale, Arizona

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

37. Intentionally Omitted.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BI (Continued)

Order No.: 26140293-026-NM2-SW

38. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: CVE, Inc., an Arizona corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note: Documentation furnished to the Company authorizes the following party to sign on behalf of the below named entity:

Entity: CVE, Inc., an Arizona corporation
Authorized Party: Craig V. Emmerson, President
Keith J. Miller, Vice President

Restrictions:
Expires:

If anyone other than the above authorized party will be executing on behalf of the above entity, additional documentation will be required.

39. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited liability partnership named below:

Name: Hilton Hills Property, L.L.P., a limited liability partnership

- a) A complete copy of the partnership agreement and all amendments thereto

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BI (Continued)

Order No.: 26140293-026-NM2-SW

41. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$Performance
Dated: March 27, 2014
Trustor/Grantor: Hilton Hills Property, L.L.P., an Arizona limited liability partnership and George A. Cavalliere, as Trustee of the George Cavalliere and Margery Cavalliere Revocable Trust created under trust agreement dated November 4, 1983, as amended
Trustee: First American Title Insurance Company
Beneficiary: Taylor Morrison/Arizona, Inc.
Recording Date: March 27, 2014
Recording No: 20140196220
(as to Parcel No's. 36, 37 and 38)

42. Furnish for recordation a deed as set forth below:

Type of deed: Warranty
Grantor(s): George Famous and Krystyna H. Famous, his wife as to an undivided one half interest and J. Terry Sewell and Marcia Harris Sewell, his wife as to an undivided one half interest as to Parcel No. 35; and Hilton Hills Property, L.L.P., an Arizona limited liability partnership as to Parcel No's. 36, 37 and 38; and George Ditola, a single man as to Parcel No. 39
Grantee(s): Cav-Ranch, L.L.C., an Arizona limited liability company

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Note: Requirement No. 42 must recorded Prior to Requirement No. 36 shown herein.

43. Payment of taxes for the first half of the year 2016, plus interest and penalties, if any.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BI (Continued)

Order No.: 26140293-026-NM2-SW

2016 Tax Note: (amounts vary see tax sheets for values)

Tax Parcel No:	217-01-001C (Parcel No. 1)
Tax Parcel No:	217-01-001L, now 001U (Parcel No. 2)
Tax Parcel No:	217-01-001Q (Parcel No. 3)
Tax Parcel No:	217-01-001S (Parcel No. 4)
Tax Parcel No:	217-01-004C (Parcel No. 5)
Tax Parcel No:	217-01-004D (Parcel No. 6)
Tax Parcel No:	217-01-005C (Parcel No. 7)
Tax Parcel No:	217-01-005D (Parcel No. 8)
Tax Parcel No:	217-01-005E (Parcel No. 9)
Tax Parcel No:	217-01-005F (Parcel No. 10)
Tax Parcel No:	217-01-005H (Parcel No. 11)
Tax Parcel No:	217-01-005J (Parcel No. 12)
Tax Parcel No:	217-01-005K (portion of Parcel No. 13)
Tax Parcel No:	217-01-005L (portion of Parcel No. 13)
Tax Parcel No:	217-01-005M (Parcel No. 14)
Tax Parcel No:	217-01-005N (Parcel No. 15)
Tax Parcel No:	217-01-007F (Parcel No. 16)
Tax Parcel No:	217-01-007G (Parcel No. 17)
Tax Parcel No:	217-01-008N (Parcel No. 18)
Tax Parcel No:	217-01-008P (Parcel No. 19)
Tax Parcel No:	217-01-009J (Parcel No. 20)
Tax Parcel No:	217-01-009K (Parcel No. 21)
Tax Parcel No:	217-01-009N (Parcel No. 22)
Tax Parcel No:	217-01-009R (Parcel No. 23)
Tax Parcel No:	217-01-009T (Parcel No. 24)
Tax Parcel No:	217-01-009U (Parcel No. 25)
Tax Parcel No:	217-01-009V (Parcel No. 26)
Tax Parcel No:	217-01-009X (Parcel No. 27)
Tax Parcel No:	217-01-009Y (Parcel No. 28)
Tax Parcel No:	217-01-009Z (Parcel No. 29)
Tax Parcel No:	217-01-030 (Parcel No. 30)
Tax Parcel No:	217-01-101 (Parcel No. 31)
Tax Parcel No:	217-01-102 (Parcel No. 32)
Tax Parcel No:	217-01-107 (Parcel No. 33)
Tax Parcel No:	217-01-108 (Parcel No. 34)
Tax Parcel No:	217-01-009G (Parcel No. 35)
Tax Parcel No:	217-01-009H (Parcel No. 36, 37 and 38)
Tax Parcel No:	217-01-029 (Parcel No. 39)

End of Schedule BI



First American Title™

Commitment for Title Insurance

BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII

Order No.: 26140293-026-NM2-SW

EXCEPTIONS

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

1. Intentionally Omitted.
2. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
3. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress and Egress
Recording Date: January 9, 1979
Recording No: Docket 13371, page 941
(as to Parcel No. 1)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Roadway and Public utilities
Recording Date: March 25, 1981
Recording No: Docket 15111, page 1059
(as to Parcel No's. 6, 11, 12, 13 and 14)

Thereafter partially abandoned in Recording No. 20070780994.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress, Egress and Public utilities
Recording Date: September 15, 1982
Recording No: Docket 16289, page 1331
(as to Parcel No. 30 and 39)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress, Egress and Public utilities
Recording Date: September 15, 1982
Recording No: Docket 16289, page 1332
(as to Parcel No's. 30, 32 and 39)



Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress, Egress and Public utilities
Recording Date: September 15, 1982
Recording No: Docket 16289, page 1333
(as to Parcel No. 18, 19, 30 and 32)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress, Egress and Public utilities
Recording Date: September 15, 1982
Recording No: Docket 16289, page 1334
(as to Parcel No. 25, 26 and 27)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress, Egress and Public utilities
Recording Date: September 15, 1982
Recording No: Docket 16289, page 1335
(as to Parcel No. 20, 21, 23, 27, 28, 29, 33 and 34)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress, Egress and Public utilities
Recording Date: September 15, 1982
Recording No: Docket 16289, page 1336
(as to Parcel No. 2)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress, Egress and Public utilities
Recording Date: March 17, 1983
Recording No: 83-095986
(as to Parcel No. 22)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public roadway, Public and Private utilities
Recording Date: May 18, 1983
Recording No: 83-154887
(as to Parcel No's. 7 through 15, inclusive)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public roadway, Public and Private utilities
Recording Date: May 18, 1983
Recording No: 83-187887
(as to Parcel No's. 7 through 10, inclusive)



Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public roadway, Public and Private utilities
Recording Date: May 18, 1983
Recording No: 83-187889
(as to Parcel No's. 1, 2 and 3)

16. Matters contained in that certain document

Entitled: City of Scottsdale Lot Split Approval
Recording Date: June 14, 2000
Recording No: 00-0453236
(as to Parcel No's. 27, 28 and 29)

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Road or Highway and Public utilities
Recording Date: June 14, 2000
Recording No: 00-0453237
(as to Parcel No. 27)

18. Matters contained in that certain document

Entitled: City of Scottsdale Lot Split Approval
Recording Date: April 16, 2001
Recording No: 2001-0304919
(as to Parcel No's. 23, 33 and 34)

19. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Road or Highway and Public utilities
Recording Date: April 16, 2001
Recording No: 2001-0304920
(as to Parcel No. 23)

20. Matters contained in that certain document

Entitled: City of Scottsdale Lot Split Approval
Recording Date: April 16, 2001
Recording No: 2001-0304921
(as to Parcel No's. 24, 25 and 26)

21. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Road or Highway and Public utilities
Recording Date: April 16, 2001
Recording No: 2001-0304922
(as to Parcel No. 24)



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

22. Any action that may be taken by the Flood Control District of Maricopa County to acquire property or rights of way for flood control, as disclosed in Recording No. 2001-0801097.
23. Matters shown on record of survey:
Recording No.: Book 632 of Maps, page 18
24. Matters shown on record of survey:
Recording No.: Book 633 of Maps, page 1
25. Matters shown on record of survey:
Recording No.: Book 639 of Maps, page 50
26. Matters shown on record of survey:
Recording No.: Book 642 of Maps, page 21
27. Matters shown on record of survey:
Recording No.: Book 642 of Maps, page 22
28. Matters shown on record of survey:
Recording No.: Book 663 of Maps, page 39
29. Matters shown on record of survey:
Recording No.: Book 679 of Maps, page 29
30. Matters shown on record of survey:
Recording No.: Book 682 of Maps, page 11
31. Matters shown on record of survey:
Recording No.: Book 682 of Maps, page 12
32. Matters shown on record of survey:
Recording No.: Book 682 of Maps, page 14
33. Matters shown on record of survey:
Recording No.: Book 696 of Maps, page 35



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

34. Matters shown on record of survey:

Recording No.: Book 700 of Maps, page 12

35. Matters shown on record of survey:

Recording No.: Book 754 of Maps, page 42

36. Matters shown on record of survey:

Recording No.: Book 831 of Maps, page 44

37. Matters shown on record of survey:

Recording No.: Book 831 of Maps, page 45

38. Matters shown on record of survey:

Recording No.: Book 831 of Maps, page 46

39. Matters contained in that certain document

Entitled: Facility Payback Agreement for Sewer System Improvements in the Sereno Canyon Service Area
Recording Date: December 21, 2010
Recording No: 20101110660 and

Thereafter First Amended on

Recording Date: December 24, 2014
Recording No: 20140849283

Reference is hereby made to said document for full particulars.

40. Matters contained in that certain document

Entitled: Facility Payback Agreement for Water System Improvements in the Sereno Canyon Service Area
Recording Date: December 21, 2010
Recording No: 20101110859 and

Thereafter First Amended on

Recording Date: December 24, 2014
Recording No: 20140849282

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

41. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 15, 2011
Recording No: 20110136529
(as to Parcel No. 15)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150081597

Reference is hereby made to said document for full particulars.

42. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 18, 2011
Recording No: 20110149049
(as to Parcel No. 15)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105356

Reference is hereby made to said document for full particulars.

43. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 23, 2011
Recording No: 20110159554
(as to Parcel No. 32)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105418

Reference is hereby made to said document for full particulars.



Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

44. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 23, 2011
Recording No: 20110159555
(as to Parcel No. 16)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105419

Reference is hereby made to said document for full particulars.

45. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 23, 2011
Recording No: 20110159557
(as to Parcel No. 34)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105416

Reference is hereby made to said document for full particulars.

46. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 23, 2011
Recording No: 20110159558
(as to Parcel No. 5)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105422

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

47. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 23, 2011
Recording No: 20110159559
(as to Parcel No. 33)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 2015010541

Reference is hereby made to said document for full particulars.

48. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161321
(as to Parcel No. 1)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105425

Reference is hereby made to said document for full particulars.

49. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161322
(as to Parcel No. 2)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105427

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

50. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161324
(as to Parcel No. 4)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105432

Reference is hereby made to said document for full particulars.

51. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161326
(as to Parcel No. 3)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105428

Reference is hereby made to said document for full particulars.

52. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161329
(as to Parcel No. 18)

Thereafter Affidavit of Correction on

Recording Date: February 19, 2015
Recording No: 20150107069

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

53. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161330
(as to Parcel No. 20)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105360

Reference is hereby made to said document for full particulars.

54. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161331
(as to Parcel No. 19)

Thereafter Affidavit of Correction on

Recording Date: February 19, 2015
Recording No: 20150107070

Reference is hereby made to said document for full particulars.

55. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161332
(as to Parcel No. 21)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105359

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

56. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161333
(as to Parcel No. 224)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105362

Reference is hereby made to said document for full particulars.

57. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161334
(as to Parcel No. 25)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105363

Reference is hereby made to said document for full particulars.

58. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161335
(as to Parcel No. 27)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105358

Reference is hereby made to said document for full particulars.



Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

59. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161336
(as to Parcel No. 23)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105358

Reference is hereby made to said document for full particulars.

60. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161337
(as to Parcel No. 26)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105415

Reference is hereby made to said document for full particulars.

61. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161338
(as to Parcel No. 28)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105357

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

62. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161339
(as to Parcel No. 29)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105411

Reference is hereby made to said document for full particulars.

63. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161341
(as to Parcel No. 30)

Thereafter Affidavit of Correction on

Recording Date: February 19, 2015
Recording No: 20150107084

Reference is hereby made to said document for full particulars.

64. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161594
(as to Parcel No. 6)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105421

Reference is hereby made to said document for full particulars.



Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

65. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161595
(as to Parcel No. 7)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150103494

Reference is hereby made to said document for full particulars.

66. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161596
(as to Parcel No. 8)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150103498

Reference is hereby made to said document for full particulars.

67. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161597
(as to Parcel No. 9)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150103500

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

68. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161598
(as to Parcel No. 10)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150103499

Reference is hereby made to said document for full particulars.

69. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161599
(as to Parcel No. 11)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150103501

Reference is hereby made to said document for full particulars.

70. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161600
(as to Parcel No. 22)

Thereafter Affidavit of Correction on

Recording Date: February 19, 2015
Recording No: 20150107074

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

71. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161601
(as to Parcel No. 13)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150103503

Reference is hereby made to said document for full particulars.

72. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161602
(as to Parcel No. 12)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015 /
Recording No: 20150103502

Reference is hereby made to said document for full particulars.

73. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161651
(as to Parcel No. 17)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105420

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

74. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161653
(as to Parcel No. 13)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105348

Reference is hereby made to said document for full particulars.

75. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161658
(as to Parcel No. 14)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105368

Reference is hereby made to said document for full particulars.

76. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161741
(as to Parcel No. 32)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150103505

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

77. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2011
Recording No: 20110170485
(as to Parcel No. 1)

Thereafter Affidavit of Correction on

Recording Date: February 13, 2015
Recording No: 20150095754

Reference is hereby made to said document for full particulars.

78. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2011
Recording No: 20110170489
(as to Parcel No. 19)

Thereafter Affidavit of Correction on

Recording Date: February 12, 2015
Recording No: 20150092249

Reference is hereby made to said document for full particulars.

79. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 28, 2011
Recording No: 20110172803
(as to Parcel No. 4)

Thereafter Affidavit of Correction on

Recording Date: February 13, 2015
Recording No: 20150095743

Reference is hereby made to said document for full particulars.



Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

80. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 2, 2011
Recording No: 20110182191
(as to Parcel No. 18)

Thereafter Affidavit of Correction on

Recording Date: February 12, 2015
Recording No: 20150092244

Reference is hereby made to said document for full particulars.

81. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 2, 2011
Recording No: 20110182192
(as to Parcel No. 25)

Thereafter Affidavit of Correction on

Recording Date: February 13, 2015
Recording No: 20150095607

Reference is hereby made to said document for full particulars.

82. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 2, 2011
Recording No: 20110182972
(as to Parcel No. 24)

Thereafter Affidavit of Correction on

Recording Date: February 13, 2015
Recording No: 20150095606

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

83. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 22, 2011
Recording No: 20110241653
(as to Parcel No. 3)

Reference is hereby made to said document for full particulars.

84. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110246162
(as to Parcel No. 2)

Thereafter Affidavit of Correction on

Recording Date: February 13, 2015
Recording No: 20150095742

Reference is hereby made to said document for full particulars.

85. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110246163
(as to Parcel No. 20)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150082606

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

86. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110246172
(as to Parcel No. 26)

Thereafter Affidavit of Correction on

Recording Date: February 13, 2015
Recording No: 20150095608

Reference is hereby made to said document for full particulars.

87. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110246174
(as to Parcel No. 23)

Reference is hereby made to said document for full particulars.

88. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110246175
(as to Parcel No. 22)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150082613

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

89. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110248461
(as to Parcel No. 21)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150082610

Reference is hereby made to said document for full particulars.

90. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110248462
(as to Parcel No. 27)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150081593

Reference is hereby made to said document for full particulars.

91. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110248463
(as to Parcel No. 30)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150081598

Reference is hereby made to said document for full particulars.



Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

92. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110248464
(as to Parcel No. 31)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150081599

Reference is hereby made to said document for full particulars.

93. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110248467
(as to Parcel No. 33)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150081601

Reference is hereby made to said document for full particulars.

94. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110248468
(as to Parcel No. 32)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150081600

Reference is hereby made to said document for full particulars.



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BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

95. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 24, 2011
Recording No: 20110252821
(as to Parcel No. 28)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150081592

Reference is hereby made to said document for full particulars.

96. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 24, 2011
Recording No: 20110252822
(as to Parcel No. 16)

Thereafter Affidavit of Correction on

Recording Date: January 12, 2015
Recording No: 20150092047

Reference is hereby made to said document for full particulars.

97. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 24, 2011
Recording No: 20110252823
(as to Parcel No. 17)

Thereafter Affidavit of Correction on

Recording Date: February 12, 2015
Recording No: 20150092243

Reference is hereby made to said document for full particulars.



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BY

**Security Title Agency, Inc. as agent for First American
Title Insurance Company**

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

98. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 24, 2011
Recording No: 20110252825
(as to Parcel No. 22)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150082611

Reference is hereby made to said document for full particulars.

99. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 24, 2011
Recording No: 20110252852
(as to Parcel No. 28)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150081595

Reference is hereby made to said document for full particulars.

100. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 24, 2011
Recording No: 20110252854
(as to Parcel No. 5)

Thereafter Affidavit of Correction on

Recording Date: February 13, 2015
Recording No: 20150095728

Reference is hereby made to said document for full particulars.



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BY

**Security Title Agency, Inc. as agent for First American
Title Insurance Company**

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

101. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 30, 2011
Recording No: 20110271758
(as to Parcel No. 34)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150081603

Reference is hereby made to said document for full particulars.

102. Matters shown on record of survey:

Recording No.: Book 1093 of Maps, page 4

103. Matters contained in that certain document

Entitled: Agreement for Easement
Recording Date: April 13, 2012
Recording No: 20120310552
(as to Parcel No. 24)

Reference is hereby made to said document for full particulars.

104. Matters shown on record of survey:

Recording No.: Book 1123 of Maps, page 32

105. Matters shown on record of survey:

Recording No.: Book 1123 of Maps, page 33

106. Matters shown on record of survey:

Recording No.: Book 1123 of Maps, page 35

107. Matters shown on record of survey:

Recording No.: Book 1135 of Maps, page 40

108. Matters shown on record of survey:

Recording No.: Book 1135 of Maps, page 41



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

109. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Water line and Temporary construction
Recording Date: February 21, 2013
Recording No: 20130164356 and Amended on
Recording Date: February 21, 2013
Recording No: 20130164357
(as to Parcel No. 2)

110. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Water line
Recording Date: March 6, 2013
Recording No: 20130206758
(as to Parcel No. 2)

111. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Drainage and Flood Control with Maintenance
Recording Date: April 19, 2013
Recording No: 2013035758 and
Re-Recording Date: December 3, 2014
Recording No: 20140796756
(as to Parcel No. 2)

112. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Drainage and Flood Control with Maintenance
Recording Date: April 19, 2013
Recording No: 20130360613
(as to Parcel No's. 3 and 4)

113. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Line Extension
Recording Date: August 16, 2013
Recording No: 20130747559
(as to Parcel No. 2)

Reference is hereby made to said document for full particulars.



BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: 26140293-026-NM2-SW

114. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Line Extension
Recording Date: August 16, 2013
Recording No: 20130747560
(as to Parcel No. 4)

Reference is hereby made to said document for full particulars.

115. Matters contained in that certain document

Entitled: Developer Water Line Payback Agreement
Recording Date: August 16, 2013
Recording No: 20130747561 and thereafter Assignment on
Recording Date: August 20, 2013
Recording No: 20130757327
(as to Parcel No's. 2, 3 and 4)

Reference is hereby made to said document for full particulars.

116. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Line Extension
Recording Date: August 16, 2013
Recording No: 20130747562
(as to Parcel No. 3)

Reference is hereby made to said document for full particulars.

117. Matters contained in that certain document

Entitled: Memorandum of Agreement
Dated: June 25, 2014
Executed by: Rick A. Williamson and Christine L. Williamson; DOCKS Investment Group, L.L.C., an Arizona limited liability company Preserve Investments I, L.L.C., an Arizona limited liability company Ranch Gate Partners, L.L.C., an Arizona limited liability company
Recording Date: July 16, 2014
Recording No: 20140465307

Reference is hereby made to said document for full particulars.
(as to Parcel No's 1, 2, 3 and 4)



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BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

118. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110159562
(as to Parcel No. 36, 37 & 38)

Thereafter Affidavit of Correction on

Recording Date: February 19, 2015
Recording No: 20150107073

Reference is hereby made to said document for full particulars.

119. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110159564
(as to Parcel No. 35)

Thereafter Affidavit of Correction on

Recording Date: February 19, 2015
Recording No: 20150107072

Reference is hereby made to said document for full particulars.

120. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Water Facility
Recording Date: February 24, 2011
Recording No: 20110161340
(as to Parcel No. 39)

Thereafter Affidavit of Correction on

Recording Date: February 18, 2015
Recording No: 20150105414

Reference is hereby made to said document for full particulars.



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Commitment for Title Insurance

BY

**Security Title Agency, Inc. as agent for First American
Title Insurance Company**

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

121. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 23, 2011
Recording No: 20110246173
(as to Parcel No. 39)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150081596

Reference is hereby made to said document for full particulars.

122. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 24, 2011
Recording No: 20110252825
(as to Parcel No. 35)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150082611

Reference is hereby made to said document for full particulars.

123. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: March 24, 2011
Recording No: 20110252856
(as to Parcel No. 35)

Thereafter Affidavit of Correction on

Recording Date: February 9, 2015
Recording No: 20150082605

Reference is hereby made to said document for full particulars.



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BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

124. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2015
Recording No: 20150121980
(as to Parcel No. 8)

Reference is hereby made to said document for full particulars.

125. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2015
Recording No: 20150121981
(as to Parcel No. 10)

Reference is hereby made to said document for full particulars.

126. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2015
Recording No: 20150121982
(as to Parcel No. 11)

Reference is hereby made to said document for full particulars.

127. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2015
Recording No: 20150121983
(as to Parcel No. 7)

Reference is hereby made to said document for full particulars.

128. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2015
Recording No: 20150121984
(as to Parcel No. 12)

Reference is hereby made to said document for full particulars.



First American Title™

Commitment for Title Insurance

BY

Security Title Agency, Inc. as agent for First American Title Insurance Company

Schedule BII (Continued)

Order No.: **26140293-026-NM2-SW**

129. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2015
Recording No: 20150121985
(as to Parcel No. 9)

Reference is hereby made to said document for full particulars.

130. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2015
Recording No: 20150121993
(as to Parcel No. 14)

Reference is hereby made to said document for full particulars.

131. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2015
Recording No: 20150121994
(as to Parcel No. 13)

Reference is hereby made to said document for full particulars.

132. Matters contained in that certain document

Entitled: Notice of Reimbursement Requirement for Sewer Facility
Recording Date: February 25, 2015
Recording No: 20150121995
(as to Parcel No. 13)

Reference is hereby made to said document for full particulars.

133. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2016 Taxes.



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.

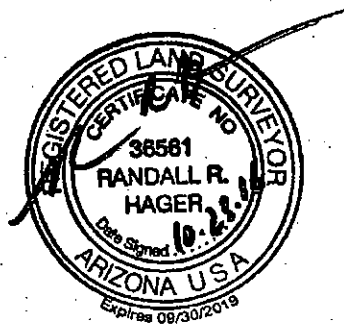
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps 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.

Insert Map here

**EXHIBIT "A"
PHASE 1A
STORYROCK**



A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 1 AND NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 1 BEARS NORTH 89 DEGREES 46 MINUTES 06 SECONDS EAST, A DISTANCE OF 2645.89 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 327.83 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 12 SECONDS EAST, LEAVING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 135.00 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, A DISTANCE OF 2.12 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 12 SECONDS EAST, A DISTANCE OF 778.83 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 46.00 FEET AND BEING CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59 DEGREES 21 MINUTES 07 SECONDS, A DISTANCE OF 47.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 29 DEGREES 54 MINUTES 10 SECONDS WEST, A DISTANCE OF 45.55 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 10 DEGREES 21 MINUTES 45 SECONDS EAST, A DISTANCE OF 295.39 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 16 SECONDS WEST, A DISTANCE OF 451.06 FEET;

THENCE SOUTH 03 DEGREES 24 MINUTES 12 SECONDS WEST, A DISTANCE OF 310.56 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 12 SECONDS WEST, A DISTANCE OF 339.78 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, A DISTANCE OF 88.37 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 41 SECONDS WEST, A DISTANCE OF 135.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 881.07 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 25 SECONDS EAST, LEAVING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,314.33 FEET;

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THENCE SOUTH 00 DEGREES 05 MINUTES 23 SECONDS EAST, A DISTANCE OF 112.50 FEET;

THENCE SOUTH 83 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 332.63 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 1,437.25 FEET AND BEING CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63 DEGREES 39 MINUTES 03 SECONDS, A DISTANCE OF 1,596.66 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45 DEGREES 18 MINUTES 33 SECONDS EAST, A DISTANCE OF 1,515.82 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 78 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 333.33 FEET;

THENCE NORTH 47 DEGREES 50 MINUTES 26 SECONDS WEST, A DISTANCE OF 203.24 FEET;

THENCE NORTH 35 DEGREES 19 MINUTES 14 SECONDS WEST, A DISTANCE OF 122.99 FEET;

THENCE SOUTH 68 DEGREES 50 MINUTES 14 SECONDS WEST, A DISTANCE OF 271.59 FEET;

THENCE SOUTH 58 DEGREES 49 MINUTES 45 SECONDS WEST, A DISTANCE OF 267.83 FEET;

THENCE SOUTH 74 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 354.71 FEET;

THENCE SOUTH 76 DEGREES 50 MINUTES 47 SECONDS WEST, A DISTANCE OF 121.98 FEET;

THENCE SOUTH 29 DEGREES 15 MINUTES 08 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 270.00 FEET AND BEING CONCAVE SOUTHERLY;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33 DEGREES 51 MINUTES 23 SECONDS, A DISTANCE OF 159.54 FEET, AND WHOSE LONG CHORD BEARS NORTH 78 DEGREES 06 MINUTES 10 SECONDS WEST, A DISTANCE OF 157.23 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A RADIUS OF 420.00 FEET AND BEING CONCAVE NORTHERLY;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 55 MINUTES 08 SECONDS, A DISTANCE OF 299.95 FEET, AND WHOSE LONG CHORD BEARS NORTH 74 DEGREES 34 MINUTES 18 SECONDS WEST, A DISTANCE OF 293.62 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A RADIUS OF 400.00 FEET AND BEING CONCAVE SOUTHWESTERLY;

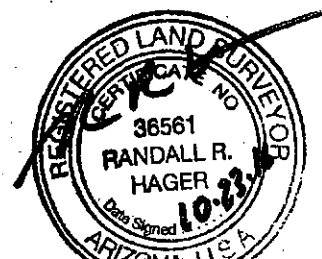


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THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 44 MINUTES 56 SECONDS, A DISTANCE OF 12.21 FEET, AND WHOSE LONG CHORD BEARS NORTH 54 DEGREES 59 MINUTES 12 SECONDS WEST, A DISTANCE OF 12.21 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1,763.97 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 4,100,242 SQ.FT. OR 94.1286 ACRES, MORE OR LESS.

