

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

Legal

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company
through its Division

First American Title Insurance Company

TABLE OF CONTENTS

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

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

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

AGREEMENT TO ISSUE POLICY

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

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

Our obligation under the Commitment is limited by the following:

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

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

SCHEDULE B - EXCEPTIONS

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

Part One: (for use with 2006 ALTA policies)

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Part One: (for use with 1992 and prior ALTA policies)

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

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

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

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

**REQUIREMENTS
(Standard)**

The following requirements must be met:

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

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

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

2. LATER DEFECTS

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

3. EXISTING DEFECTS

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

4. LIMITATION OF OUR LIABILITY

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

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

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

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

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



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

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

SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Sarah Buvala at (602)567-8100**

Effective Date: **June 21, 2016** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$0.00

Proposed Insured:

The City of Scottsdale

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple as to Parcel No. 1 and easement as to Parcel No. 2 and title thereto is at the effective date hereof vested in:

SCU Broncos, LLC, an Arizona limited liability company

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

The City of Scottsdale

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

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Cyndi Allison @ (602)567-8151/callison@firstam.com.

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

EXHIBIT "A"

PARCEL NO. 1:

THAT PORTION OF PARCEL 6, ACCORDING TO THE MAP OF DEDICATION FOR NORTHSIGHT II, RECORDED IN BOOK 315 OF MAPS, PAGE 15 AND THE AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. 880312897, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12;

THENCE NORTH 89 DEGREES 57 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 99.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 101 AS RECORDED IN DOCUMENT NO. 980626667, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT LYING ON A CURVE, THE RADIUS OF WHICH BEARS NORTH 87 DEGREES 00 MINUTES 27 SECONDS WEST A DISTANCE OF 11,258.53 FEET;

THENCE SOUTHERLY ALONG SAID WEST LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 26 MINUTES 46 SECONDS, A DISTANCE OF 87.67 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 06 DEGREES 06 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 1,880.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 06 DEGREES 06 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 80.02 FEET TO A POINT ON A CURVE, THE RADIUS OF WHICH BEARS SOUTH 84 DEGREES 16 MINUTES 40 SECONDS EAST, A DISTANCE OF 11,729.00 FEET;

THENCE SOUTHERLY ALONG SAID WEST LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 31 MINUTES 26 SECONDS, A DISTANCE OF 516.68 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 46 DEGREES 31 MINUTES 54 SECONDS WEST, TRANSITIONING FROM SAID WEST LINE, A DISTANCE OF 46.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 101, ALSO BEING THE NEW NORTHERLY RIGHT-OF-WAY LINE OF RAINTREE DRIVE AS RECORDED IN SAID DOCUMENT NO. 980626667;

THENCE NORTH 89 DEGREES 58 MINUTES 09 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 208.69 FEET;

THENCE SOUTH 88 DEGREES 01 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 70.31 FEET TO A POINT ON A CURVE, THE RADIUS OF WHICH BEARS NORTH 89 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 2,277.50 FEET;

THENCE NORTHERLY LEAVING SAID NORTH LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 03 MINUTES 00 SECONDS A DISTANCE OF 637.99 FEET TO A POINT OF TANGENCY;

THENCE NORTH 15 DEGREES 24 MINUTES 50 SECONDS EAST A DISTANCE OF 28.39 FEET;

THENCE SOUTH 83 DEGREES 53 MINUTES 09 SECONDS EAST A DISTANCE OF 273.54 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF PARCEL 6, ACCORDING TO THE MAP OF DEDICATION FOR NORTHSIGHT II, RECORDED IN BOOK 315 OF MAPS, PAGE 15 AND AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. 880312897, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12;

THENCE NORTH 89 DEGREES 57 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 99.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 101, AS RECORDED IN DOCUMENT NO. 980626667, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT LYING ON A CURVE, THE RADIUS OF WHICH BEARS NORTH 87 DEGREES 00 MINUTES 27 SECONDS WEST, A DISTANCE OF 11,258.53 FEET;

THENCE SOUTHERLY ALONG SAID WEST LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 26 MINUTES 46 SECONDS, A DISTANCE OF 87.67 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 06 DEGREES 06 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE 1,960.27 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT BEARS SOUTH 84 DEGREES 16 MINUTES 40 SECONDS EAST 11,729.00 FEET;

THENCE SOUTHERLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES 39 MINUTES 41 SECONDS, A DISTANCE OF 340.10 FEET TO A POINT ON SAID CURVE, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 51 MINUTES 46 SECONDS, A DISTANCE OF 176.57 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 46 DEGREES 31 MINUTES 54 SECONDS WEST, TRANSITIONING FROM SAID WEST LINE, A DISTANCE OF 46.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 101, ALSO BEING THE NEW NORTHERLY RIGHT-OF-WAY LINE OF RAINTREE DRIVE, AS RECORDED IN SAID DOCUMENT NO. 980626667;

THENCE NORTH 89 DEGREES 58 MINUTES 09 SECONDS WEST ALONG SAID NORTH LINE, 208.69 FEET;

THENCE SOUTH 88 DEGREES 01 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 70.31 FEET TO A POINT ON A CURVE, THE RADIUS OF WHICH BEARS NORTH 89 DEGREES 21 MINUTES 50 SECONDS EAST 2,277.50 FEET;

THENCE NORTHERLY, LEAVING SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 36 MINUTES 25 SECONDS, A DISTANCE OF 222.88 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 87 DEGREES 47 MINUTES 12 SECONDS EAST 315.59 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT ANY PORTION THEREOF LYING WITHIN THE PROPERTY DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 980886041, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT; AND

EXCEPT ALL URANIUM, THORIUM OR OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF

COMMERCIAL TRUST SUBJECT TO THE PROVISIONS OF THE TRUST OF AUGUST 01, 1978 (CD STATE
755) AS SET FORTH IN THE PATENT TO SAID LAND.

PARCEL NO. 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS CREATED BY THAT CERTAIN
INSTRUMENT DATED FEBRUARY 13, 2002 AND RECORDED FEBRUARY 15, 2002 IN DOCUMENT NO.
20020163514, AND MORE PARTICULARLY DESCRIBED THEREIN.

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE HEREINABOVE DESCRIBED
PARCEL NO. 1.

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

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2016.
(The first half is due October 1, 2016 and is delinquent November 1, 2016. The second half is due March 1, 2017 and is delinquent May 1, 2017 .)
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Northsight II, as recorded in Plat Book 315 of Maps, Page(s) 15 and the Affidavit of Correction recorded June 28, 1988 as 88-312897 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. All matters as set forth in Plat, recorded as 583 of Maps, Page 23.
5. The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded in 2001-1004543 of Official Records.
6. An easement for public utilities, and rights and incidental purposes in the document recorded as 2002-1379338 of Official Records and re-recorded as 2004-00121578 of Official Records.
7. An easement for waterline, and rights and incidental purposes in the document recorded as 2004-0522201 of Official Records.
8. An easement for electrical line and appurtenant facilities, and rights and incidental purposes in the document recorded as 2006-0410775 of Official Records.
9. The terms and provisions contained in the document entitled "Drainage Easement Agreement" recorded February 10, 1999 as 99-0132451 of Official Records.
10. The terms and provisions contained in the document entitled "Partial Settlement Agreement" recorded November 03, 1999 as 99-1013126 of Official Records, and First Amendment recorded November 03, 1999 as 99-1013128 of Official Records.
11. The terms and provisions contained in the document entitled "Permanent Reciprocal Easement Agreement" recorded February 15, 2002 as 2002-0163514 of Official Records.
12. All matters as set forth in Building Restrictions, recorded February 15, 2002 as 2002-0163511 of Official Records.

Survey prepared by CMAA, Brian J. Benedict, RLS, dated July 03, 2007, under Job No. 7413.S001, shows the following:

- a) electric pull boxes in various locations on the property.
 - b) sewer clean outs in various locations on the property.
 - c) storm drain pipes and grates in the Easterly portion of the property.
 - d) gas lines, gas meters and a gas marker in the Easterly portion of the property.
 - e) water meter in the Southeasterly portion of the property.
 - f) telephone riser and telephone lines in the Southerly portion of the property.
 - g) storm drains and grates in the Westerly portion of the property.
 - h) fire hydrant in the Southwest corner of the property.
 - i) water valves in the Southwesterly portion of the property.
 - j) electric transformer is partially outside of the easement in the Northeasterly portion of the property.
 - k) Encroachment of an improvement consisting of a block wall and concrete onto the easement shown as Exception No. 7.
14. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.
 15. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
 16. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by _____ on _____, designated Job Number _____:

 17. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.
 18. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

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

REQUIREMENTS:

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

NOTE: Taxes are assessed in the total amount of \$87,555.72 for the year 2015 under Assessor's Parcel No. 215-52-039F 4.

3. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$7,750,000.00, recorded August 09, 2007 as 2007-0900541 of Official Records
Dated: August 09, 2007
Trustor: SCU Broncos LLC, an Arizona limited liability company, and 13000 Weber Way Partnership, a California general partnership, as tenants in common
Trustee: Chicago Title Insurance Company
Beneficiary: Principal Commercial Funding, LLC, a Delaware limited liability company, together with its successors and assigns

The beneficial interest in the Deed of Trust was assigned to Principal Commercial Funding II, LLC, a Delaware limited liability company by Assignment recorded August 09, 2007 as 2007-0900775 of Official Records.

The beneficial interest in the Deed of Trust was assigned to LaSalle Bank National Association, as Trustee for Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-TOP28 by Assignment recorded March 20, 2008 as 2008-0245273 of Official Records.

A document entitled Subordination, Non-Disturbance and Attornment Agreement recorded August 09, 2007 as 2007-0900543 of Official Records.

A document entitled Subordination, Non-Disturbance and Attornment Agreement recorded August 09, 2007 as 2007-0900544 of Official Records.

A document entitled Subordination, Non-Disturbance and Attornment Agreement recorded August 09, 2007 as 2007-0900545 of Official Records.

A document entitled Subordination, Non-Disturbance and Attornment Agreement recorded August 09, 2007 as 2007-0900546 of Official Records.

A document entitled Subordination, Non-Disturbance and Attornment Agreement recorded August 09, 2007 as 2007-0900547 of Official Records.

A document entitled Subordination, Non-Disturbance and Attornment Agreement recorded August 09, 2007 as 2007-0900548 of Official Records.

A document entitled Subordination, Non-Disturbance and Attornment Agreement recorded August 09, 2007 as 2007-0900549 of Official Records.

A document recorded as 2007-1042726 of Official Records, provides that the obligation secured by the Deed of Trust was assumed by SCU Broncos, LLC, an Arizona limited liability company.

4. Record full Release of a financing statement recorded August 13, 2007 as 2007-0909021 of Official Records

Debtor: SCU Broncos, LLC, an Arizona limited liability company
Secured Party: Principal Commercial Funding, LLC

Commercial code financing statement recorded March 05, 2008 as 2008-0197046 of Official Records assigning interest of the secured party to Principal Commercial Funding II, LLC, a Delaware limited liability company.

Commercial code financing statement recorded July 30, 2008 as 2008-0664184 of Official Records assigning interest of the secured party to LaSalle Bank National Association, as Trustee for Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-TOP28.

A continuation statement was recorded February 13, 2012 as 2012-0115564 of Official Records.

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

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

6. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
7. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of SCU Broncos, LLC, a limited liability company.
8. Record Warranty Deed from SCU Broncos, LLC, an Arizona limited liability company to Buyer(s).

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

9. Such further requirements as may be necessary after completion of the above.
10. Return to title department for final recheck before recording.

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

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

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

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

End of Requirements

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

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

14826 N Pine 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.

MAD King

Signature of Property Owner

8/3/16

Date

**38-DR-2016
08/08/16**



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 14826 N. Pima Road
- b. County Tax Assessor's Parcel Number: 215-52-039F
- c. General Location: NEC of Raintree Road and 87th Avenue
- d. Parcel Size: 0.42 Acres
- e. Legal Description: Portion of lot 6, Northsight II, MCR 315-15

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

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.

3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.

4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.

5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.

7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)	Date	Signature
<u>Matt King</u>	<u>August 3, 2016</u>	<u>[Signature]</u>
_____	_____, 20__	_____
_____	_____, 20__	_____
_____	_____, 20__	_____

38-DR-2016
08/08/16

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.