

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

Legal

August 8, 2018

**Via Hand-Delivery with Application, to:**

City of Scottsdale  
Planning & Development Services Department  
7447 East Indian School Road, Suite 105  
Scottsdale, Arizona 85251

***Re: Letter of Authorization – Safari Phase II Residential - 4735 N. Scottsdale Road***

To Whom It May Concern:

This letter authorizes the firms and companies of Trammell Crow Company, Berry Riddell, David Evans & Associates, ESG Architecture & Design, Norris Design, J2 Design and Technical Solutions to represent and act on behalf of **Safari Property Holdings, LLC** in connection with the Zoning and Development Review Board applications, as well as any related City matters/applications for the property located 4735 N. Scottsdale Road (north and east of Scottsdale Road & Camelback Road, APN#173-38-418) in the City of Scottsdale, Maricopa County, Arizona.

**Safari Property Holdings, LLC**

  
\_\_\_\_\_

Title: Authorized Representative

**17-ZN-2018**  
**08/17/18**



## Request To Submit Concurrent Development Applications

### Acknowledgment and Agreement

The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more the development applications are reliant upon the approval of another development application. City Staff may agree to process concurrently where one or more the development applications are reliant upon the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input checked="" type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other
<input type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

Owner: Safari Property Holdings, LLC

Company: \_\_\_\_\_

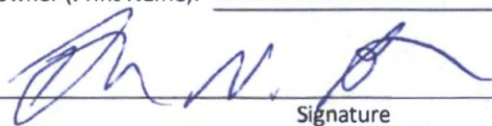
Address: 10611 N. Hayden Road, Suite D-105, Scottsdale, AZ 85260

Phone: 480-751-6290 Fax: 480-751-6201

E-mail: dbeckham@bg-ventures.com

As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications that states that a concurrent development application that is reliant on a decision of separate development application and is submitted at the risk of the property owner, is not considered to be subject to the provisions and timeframes of the Regulatory Bill of Rights (A.R.S. §9-831 – 9-840); and 4) that upon completion of the City review(s) of the development applications, the development application(s) may not be approved.

Property owner (Print Name): David Beckham Title: Principal Authorized Representative

  
Signature

Date: 8-13-18

<b>Official Use Only:</b>	Submittal Date: _____
Request: <input type="checkbox"/> Approved or <input type="checkbox"/> Denied	
Staff Name (Print): _____	
Staff Signature: _____	Date: _____

**AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER**

1. This affidavit concerns the following parcel of land:
- a. Street Address: 4735 N. Scottsdale Road
  - b. County Tax Assessor's Parcel Number 173-38-418
  - c. General Location East of Scottsdale Road, South of Coolidge Street
  - d. Parcel Size: 89,539 Square feet
  - e. Legal Description: See attached legal description  
 (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>Safari Property Holdings, LLC</u>	<u>20</u>	<u>[Signature]</u>
<u>By David Beckwith</u>	<u>8-13 2018</u>	<u>[Signature]</u>
<u>Authorized Representative</u>	<u>20</u>	<u>_____</u>
<u>_____</u>	<u>20</u>	<u>_____</u>

**Legal Description**

**Lot 2 of Minor Subdivision Plat for Lot 2, 4<sup>th</sup> Amendment of Safari Drive 1, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, recorded as Book 1269 of Maps, Page 10**

Approved in Resolution 6161, October 7, 2002

## **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 Drnkwater 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:

4735 N. Scottsdale Rd

(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.

Safari Property Holdings, LLC (owner)  
By *[Signature]* 8-13-18  
Signature of Property Owner *Authorized Representative* Date



## Request for Site Visits and/or Inspections Development Application (Case Submittals)

This request concerns all property identified in the development application.

Pre-application No: 520 - PA - 2018

Project Name: Safari Phase 2 Residential


Project Address: 4735 N. Scottsdale Road

### STATEMENT OF AUTHORITY:

1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the development application.

### STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the development application in order to efficiently process the application.
2. I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.

Property owner/Property owners agent: David Beckham *Authorized Representative*  
Print Name *of Safari Property*  
*Holdings owner*  
  
Signature


### City Use Only:

Submittal Date: \_\_\_\_\_ Case number: \_\_\_\_\_

### Planning, Neighborhood & Transportation Division

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



 <b>First American Title™</b>	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
Commitment	File No.: <b>3056ATAZ</b>

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned  
Thomas Title and Escrow Agency

By: Frank W. Burch  
Authorized Signature

**First American Title Insurance Company**

*Dennis J. Gilmore*

Dennis J. Gilmore, President

*Jeffrey S. Robinson*

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

**17-ZN-2018**  
**08/17/18**

## COMMITMENT CONDITIONS

### 1 DEFINITIONS

- (a) "Knowledge" or "Known" Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land" The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy
- (c) "Mortgage" A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law
- (d) "Policy" Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment
- (e) "Proposed Insured" Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment
- (f) "Proposed Policy Amount" Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment
- (g) "Public Records" Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge
- (h) "Title" The estate or interest described in Schedule A

### 2 If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end

### 3 The Company's liability and obligation is limited by and this Commitment is not valid without

- (a) the Notice,
- (b) the Commitment to Issue Policy,
- (c) the Commitment Conditions,
- (d) Schedule A,
- (e) Schedule B, Part I—Requirements,
- (f) Schedule B, Part II—Exceptions, and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form

### 4 COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5 LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to
  - (i) comply with the Schedule B, Part I—Requirements,
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions, or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any
  - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company
  - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy
- 6 LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment
  - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment
  - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy
- 7 IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8 PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9 ARBITRATION**
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data for reference only**  
Issuing Agent Thomas Title and Escrow Agency  
Issuing Office Thomas Title and Escrow Agency (Scottsdale)  
Issuing Office File Number 3056ATAZ

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**First American Title Insurance Company**

**SCHEDULE A**

1 Commitment Date **August 10, 2018, 05 00 pm**

2 Policy to be issued  
(a) 2006 ALTA® Extended Coverage Owner's Policy

Proposed Insured	<b>City of Scottsdale</b>
Proposed Policy Amount	<b>\$0 00</b>

3 The estate or interest in the land described in this Commitment and covered herein is **Fee Simple as to Parcel No 1 and Easement as to Parcel Nos 1 through 5** and title thereto is at the effective date hereof vested in

**Safari Property Holdings, LLC, a Delaware limited liability company**

4 Title to the estate herein described upon issuance of the Policy shall be vested in

**City of Scottsdale**

5 The land referred to in this Commitment is described as follows

**SEE ATTACHED EXHIBIT "A"**

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AMERICAN  
LAND TITLE  
ASSOCIATION



**Commitment for Title Insurance (8-1-2016)**  
**Technical Correction 4-2-2018**  
**Schedule A**

**EXHIBIT "A"**

**PARCEL NO 1**

**LOT 2 OF MINOR SUBDIVISION PLAT FOR LOT 2, 4TH AMENDMENT OF SAFARI DRIVE 1, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 1269 OF MAPS, PAGE 10**

**PARCEL NO 2**

**NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN PERMANENT, RECIPROCAL, NON-EXCLUSIVE EASEMENT AGREEMENT RECORDED FEBRUARY 14, 2005 AS 2005-0185399, OF OFFICIAL RECORDS**

**PARCEL NO 3**

**NON EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN INTERRUPTIBLE, RECIPROCAL, NON-EXCLUSIVE EASEMENT AGREEMENT RECORDED FEBRUARY 14, 2005 AS 2005-0185400, OF OFFICIAL RECORDS**

**PARCEL NO 4**

**NON-EXCLUSIVE, PERPETUAL EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND UTILITIES AS SET FORTH IN RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED DECEMBER 04, 2015 AS 2015-0861849, OF OFFICIAL RECORDS**

**PARCEL NO 5**

**NON EXCLUSIVE VEHICULAR PARKING EASEMENT AS SET FORTH IN EASEMENT AGREEMENT RECORDED MAY 10, 2017 AS 2017 0339760, OF OFFICIAL RECORDS**

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**Commitment for Title Insurance (8-1-2016)**  
**Technical Correction 4-2-2018**  
**Schedule A**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**First American Title Insurance Company**

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met

- 1 The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions
- 2 Pay the agreed amount for the estate or interest to be insured
- 3 Pay the premiums, fees, and charges for the Policy to the Company
- 4 Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records
- 5 All of 2017 taxes are paid in full

NOTE: Taxes are assessed in the total amount of \$23,795.70 for the year 2017 under Assessor's Parcel No 173-38-418.6

- 6 Provide proper notification prior to the closing of this transaction to Thomas Title & Escrow for an inspection to be completed and to disclose any additional exceptions and/or requirements
- 7 Furnish full and complete copy of any unrecorded lease, agreement, contract and/or license with all supplements, assignments and amendments and fully executed owner's affidavit prior to close of transaction. The owner's affidavit shall also state that none of the leases referred to in the affidavit contain a first right of refusal or option to purchase. Thomas Title & Escrow reserves the right to except additional items and/or make requirements after review of the foregoing documents
- 8 NOTE: Operating Agreement on file in this office authorizes the following to execute any necessary instruments on behalf of Safar Property Holdings, LLC, a Delaware limited liability company

Safar 159 LLC, a Delaware limited liability company, as Manager

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- 9 Record Full Reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$5,500,000 00, dated January 02, 2018, recorded January 05, 2018 as 2018-0012869, of Official Records, by Safan Property Holdings, LLC, a Delaware Limited Liability Company, Trustor, Ronald B Herb, Ron Herb and Associates Realty Company, Trustee, and Capital Fund I, LLC, an Arizona limited liability company, Beneficiary

The beneficial interest in the Deed of Trust was assigned to Capital Fund II LLC by assignment recorded January 12, 2018, as 2018-0028970, of Official Records

- 10 Record Warranty Deed from Safan Property Holdings, LLC, a Delaware limited liability company, to Buyer(s)

NOTE The Company reserves the right to make further requirements and/or exception based upon its review of the documentation submitted to satisfy the above requirements

**End of Schedule B - Section One**

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Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions*

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**Commitment for Title Insurance (8-1-2016)**

**Technical Correction 4-2-2018**

**Schedule B - Part II**

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company

- 1 Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
- 2 Taxes for the full year of 2018 (The first half is due October 1, 2018 and is delinquent November 1, 2018 The second half is due March 1, 2019 and is delinquent May 1, 2019)
- 3 Reservations contained in the Patent from the United States of America, reading as follows Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, recorded February 4, 1891 as Book 25 of Deeds, Page 588
- 4 Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records
- 5 The liabilities and obligations imposed upon the land by reason of (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District, (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation, and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land (All assessments that are due and payable have been paid )

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions*

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**Commitment for Title Insurance (8-1-2016)**  
**Technical Correction 4-2-2018**  
**Schedule B - Part II**



- 6 Easements as set forth on the plats of Safan Drive I recorded as Book 850 of Maps, Page 14, First Amendment of Safan Drive I recorded as Book 1017 of Maps, Page 40, 2nd Amendment of Safan Drive I recorded as Book 1071 of Maps, Page 7 and thereafter Certificate of Correction recorded as 2010-1062389, of Official Records, 3rd Amendment of Safan I recorded as Book 1120 of Maps, Page 45 and Affidavit of Correction recorded as 2013-0982556, of Official Records, 4th Amendment of Safan Drive I recorded as Book 1246 of Maps, Page 44 and Minor Subdivision Plat for Lot 2 recorded as Book 1269 of Maps, Page 10 Said easements being more particularly described as
- a) A 25' easement for ingress and egress recorded as 99-0047749 and thereafter partial release of easement recorded as 2012-0819522, of Official Records
  - b) A 25' easement for Emergency Service Vehicle Access recorded in Book 850 of Maps, Page 14 and thereafter partial release of easement recorded as 2012-0819557, of Official Records
  - c) A 5' to 8' Public Utility Easement recorded in Book 850 of Maps, Page 14
  - d) A 20' Water Line Easement and Sewer Line Easement recorded in Book 850 of Maps, Page 14
  - e) A 6' Water Line Easement recorded in Book 850 of Maps, Page 14 and thereafter partial release of easement recorded as 2012-0819513 of Official Records
  - f) A 15' Public Non-Motonzed Vehicle Easement recorded in Book 1120 of Maps, Page 45
  - g) A 30' Public Non-Motorized Vehicle Easement recorded in Book 1120 of Maps, Page 45
  - h) A 8' Public Non-Motonzed Vehicle Easement recorded in Book 1246 of Maps, Page 44
  - i) A 12' Sewer Line Easement recorded in Book 850 of Maps, Page 14
- 7 The terms, conditions and provisions contained in the document entitled Permanent Reciprocal, Non-Exclusive Easements Agreement recorded as 2005-0185399, of Official Records
- 8 The terms, conditions and provisions contained in the document entitled Interruptible Reciprocal, Non-Exclusive Easements Agreement recorded as 2005-0185400, of Official Records
- 9 The terms, conditions and provisions contained in the document entitled Memorandum of Agreement recorded as 2005-0185655, of Official Records
- 10 An easement for gas pipeline and incidental purposes recorded as 2006-1101381, of Official Records
- 11 An easement for power distribution and incidental purposes recorded as 2007-0986174, of Official Records
- 12 An easement for electric transmission lines and incidental purposes recorded as 2010-0625364, of Official Records

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- 13 The terms, conditions and provisions contained in the document entitled Agreement for the Waiver of Claims for Diminution in Value of Property recorded as 2012-0161621, of Official Records
- 14 All matters as set forth in Covenant to Maintain Landscaping and Improvements, recorded August 11, 2015 as 2015-0582297, of Official Records
- 15 The terms, conditions and provisions contained in the document entitled Reciprocal Easement and Maintenance Agreement recorded December 04, 2015 as 2015-0861849, of Official Records
- 16 The terms, conditions and provisions contained in the document entitled Easement Agreement recorded May 10, 2017 as 2017-0339760, of Official Records
- 17 The following matters disclosed by an ALTA/NSPS survey made by Superior Surveying Services, Inc on June 28, 2018, last revised \_\_\_\_\_, designated Job No 180633
  - a) Encroachment of overhang by property to the East
  - b) Encroachment of wall by property to the South
  - c) Encroachment of wall by property to the East
- 18 Any rights, interest or claims of parties in possession of the land not shown by the public records

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

**End of Schedule B - Section Two**

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**Commitment for Title Insurance (8-1-2016)**

**Technical Correction 4-2-2018**

**Schedule B - Part II**

## 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 that you provide to us. Therefore, 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.

### **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 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.

### **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 that need to know the 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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.