# CHICAGO TITLE

Title No.: CT0804531

## COMMITMENT FOR TITLE INSURANCE

issued by

### Chicago Title

Chicago Title ("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 6 months 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, CHICAGO TITLE has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

toosa

Countersigned

Chicago Title

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ALTA Commitment - 2006

**13-AB-2010 1<sup>st</sup>: 12/17/2010** 

Title No.: CT0804531 Amendment No.: 2

CHICAGO TITLE

7600 N 15th St, Suite 200 Phoenix, AZ 85020

## SCHEDULE A

Title Officer:Don BergevinEscrow Officer:Jack KnottEscrow No.:CT0804531-CT2942

- 1. Effective date: September 5, 2008 at 07:30 AM
- 2. Policy or Policies to be issued:

Amount

- (a) Owner's Policy (ALTA Owner's Policy (06/17/2006) )
   Proposed Insured:
   NOTRE DAME PREPARATORY ROMAN CATHOLIC HIGH SCHOOL, an Arizona non-profit corporation
- 3. The estate or interest in the land described or referred to in this Commitment is: A Fee
- Title to the estate or interest in the land is at the Effective Date vested in: THOMAS JAMES OLMSTED, BISHOP OF THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF PHOENIX, A CORPORATION SOLE
- 5. The land referred to in the Commitment is described as follows: SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

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Title No.: CT0804531 Amendment No.: 2

# CHICAGO TITLE LEGAL DESCRIPTION EXHIBIT "ONE"

# THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

A portion of Lots 7, 11, 12, 21 and 22 of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Northwest corner of said Lot 11;

thence South 89 degrees 51 minutes 51 seconds East along the North line thereof, a distance of 46.59 feet;

thence South 10 degrees 02 minutes 44 seconds West a distance of 260.43 feet to the West line of said Lot 11:

thence South 00 degrees 15 minutes 35 seconds East along said West line a distance of 121.50 feet to the True Point of Beginning;

thence North 89 degrees 44 minutes 25 seconds. East, a distance of 186.65 feet;

thence North 46 degrees 44 minutes 25 seconds East, a distance of 205.08 feet;

thence North 25 degrees 44 minutes 25 seconds East, a distance of 213.30 feet;

thence North 24 degrees 05 minutes 19 seconds East, a distance of 301.92 feet;

thence North 89 degrees 42 minutes 59 seconds East, a distance of 105,48 feet to the East line of the aforesaid Lot 7;

thence South 00 degrees 16 minutes 01 seconds West along said East line, a distance of 1,551.65 feet to the Southeast corner of the aforesaid Lot 22;

thence North 89 degrees 52 minutes 05 seconds. West along the South line thereof a distance of 660.31 feet to the Southwest corner of said Lot 22;

thence North 00 degrees 15 minutes 35 seconds. West along the West line thereof a distance of 940.48 feet to the True Point of Beginning;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

### PARCEL NO. 2:

A portion of Lots 7, 11 and 12, of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of said Lot 11.

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## EXHIBIT "ONE"

(Continued)

thence South 89 degrees 51 minutes 51 seconds East along the North line thereof, a distance of 46.59 feet;

thence South 10 degrees 02 minutes 44 seconds West a distance of 260.43 feet to the West line of said Lot 11;

thence South 00 degrees 15 minutes 35 seconds East along said West line a distance of 121.50 feet;

thence North 89 degrees 44 minutes 25 seconds East, a distance of 186.65 feet;

thence North 46 degrees 44 minutes 25 seconds East, a distance of 205.08 feet;

thence North 25 degrees 44 minutes 25 seconds East, a distance of 213.30 feet;

thence North 24 degrees 05 minutes 19 seconds East, a distance of 301.92 feet;

thence North 89 degrees 43 minutes 59 seconds East, a distance of 105.48 feet to the East line of the aforesaid Lot 7:

thence North 00 degrees 16 minutes 01 seconds East along said East line, a distance of 246.50 feet to the Northeast corner of said Lot 7, being the monumented centerline of Bell Road;

thence South 89 degrees 59 minutes 00 seconds West along the North line thereof being the centerline of said Bell Road, a distance of 660.08 feet to the Northwest corner of said Lot 7;

thence South 00 degrees 15 minutes 35 seconds East along the West line thereof, a distance of 477.91 feet to the True Point of Beginning;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

PARCEL NO 3:

Lots 27 and 28, Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

### PARCEL NO. 4:

That portion of Lot 11, Section 5, Township 3 North, Range 5 East, of the Gila and Salt river Base and meridian, County of Maricopa. State of Arizona, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 11:

THENCE South 89 degrees 51 minutes 19 seconds East, 46.59 feet along the North line of said Lot 11;

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Title No.: CT0804531 Amendment No.: 2

## CHICAGO TITLE SCHEDULE B - SECTION I REQUIREMENTS

- 1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
- 4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
- An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
- Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

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

7. The Company will require an ALTA/ACSM LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/ACSM LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.cpr4

8. Before issuing its policy of title insurance, the Company will require evidence, satisfactory to the Company, that

Corporation name: Notre Dame Preparatory Roman Catholic High School, an Arizona corporation

- a) is validly formed on the date when the documents in this transaction are to be signed;
- b) is in good standing and authorized to do business in the state or country where the corporation was formed; and
- c) has complied with the "doing business" laws of the State of Arizona

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# SCHEDULE B - SECTION I

## (Continued)

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

A	¢12 102 502 00
Amount:	\$23,283,563.00
Dated: Trustor/Grantor:	May 15, 2001
Diocese of Phoenix, a corporation sole	thomas J. O'Brien, bishop of the roman Catholic Church of the
Trustee:	e Bank One, Arizona, NA, a national banking association
Beneficiary:	Bank One, Arizona, NA, a national banking association
Loan No.	Dank One, Anzona, NA, a national balliding association
MERS:	NO
Recording Date:	May 24, 2001
Recording No:	2001-0441193
According No.	2001 0441135
An agreement to modify the terms and	t provisions of said deed of trust as therein provided
Executed by:	The Roman Catholic church of the diocese of Phoenix, an Arizona
Corporation sole and Bank One Arizor	
Recording Date:	February 19, 2004
Recording No:	2004-0164216
An agreement to modify the terms and	provisions of said deed of trust as therein provided
Executed by:	The Roman Catholic Church of the Diocese of Phoenix and Bank
One, NA	
Recording Date:	March 18, 2005
Recording No:	2005-0335326
Furnish for recordation a full release/r	econveyance of deed of trust:
Amount:	\$
Dated:	December 19, 2003
Trustor/Grantor:	The Roman Catholic Church of the Diocese of Phoenix, a
corporation sole and Thomas J. Olmst	ed, Bishop of the Roman Catholic Church of the Diocese of Phoenix,
an Arizona corporation	
Trustee:	Bank One, NA, a national banking association
Beneficiary:	Bank One, NA, a national banking association
Loan No.	
MERS:	NO
Recording Date:	February 19, 2004
Recording No:	2004-164218
An agreement to modify the terms and	provisions of said deed of trust as therein provided

Executed by:The Roman Catholic Church of the Diocese of Phoenix, a<br/>corporation sole and Bank One, NA, a national banking associationRecording Date:March 18, 2005Recording No:2005-0335325

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## SCHEDULE B - SECTION I

(Continued)

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

Type of deed:WarrantyGrantor(s):Thomas James Olmsted, Bishop of the Roman Catholic Church ofthe Diocese of Phoenix, a corporation soleNotre Dame Preparatory roman Catholic High School, an ArizonacorporationCorporation

12. Tax Note:

13.

Tax Parcel No:	217-14-011C
First Installment Amount:	\$ 0.00
Second Installment Amount:	\$ 0.00
Tax Note:	
Tax Parcel No:	217-14-011E
First Installment Amount:	\$ 0.00
Second Installment Amount:	\$ 0.00

14. Tax Note:

Tax Parcel No:	217-14-007E
First Installment Amount:	\$ 0.00
Second Installment Amount:	\$ 0.00

15. Tax Note:

Tax Parcel No:	217-14-027
First Installment Amount:	\$ 0.00
Second Installment Amount:	\$ 0.00

16. Tax Note:

Tax Parcel No:	217-14-028
First Installment Amount:	\$ 0.00
Second Installment Amount:	\$ 0.00

17. Note: 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 or larger.

(b) Margins of at least one-half inch along all sides, including top and bottom, except the top of the first page which must be at least two inches for recording and return address information. The margin must be clear of all information including but not limited to, notaries, signatures, page numbers.

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

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# **SCHEDULE B - SECTION I**

(Continued)

- 18. Note: 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.
- 19. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF SCHEDULE B - SECTION I

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Title No.: CT0804531 Amendment No.: 2

# CHICAGO TITLE SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of 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:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 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.
- 3. Any rights, interests or claims, which are not shown by the public records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession thereof.
- 4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records,
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
- 6. (a) Unpatented mining claims: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof: (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown in the public records.
- Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2008.
- 8. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.
- 9. Right of Way not exceeding 33 feet in width for roadway and public utilities purposes as set forth in Patents from the United States of America to be located as near as possible to the exterior boundries of Lots 7, 11, 12, 21, 22, 27, and 28.
- 10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

Purpose:	Roadway and drainage
Recording Date:	February 24, 1994
Recording No:	1994-0151563

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

Purpose:	Public Utilities
Recording Date:	February 24, 1994
Recording No:	1994-0151564

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

Purpose:	Road or Highway
Recording Date:	March 1, 1994
Recording No:	1994-0168633

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# SCHEDULE B - SECTION II

(Continued)

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

Purpose:	Road or Highway
Recording Date:	March 1, 1994
Recording No:	1994-0168634

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

Purpose:	Drainage
Recording Date:	July 24, 1996
Recording No:	1996-0520383 and amended in Recording No. 1998-0193461

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

Purpose:	Drainage and Flood Control
Recording Date:	June 25, 1998
Recording No:	1998-0544392

16. Matters contained in that certain document

Entitled:	City of Scottsdale Covenant and Agreement to Hold Property as
One Parcel	
Dated:	09/24/1998
Executed by:	City of Scottsdale and Tesseract Group, Inc.
Recording Date:	October 6, 1998
Recording No:	1998-0896122

You are hereby referred to said document as it contains terms and/or provisions that are either too lengthy or too ambiguous to report here.

17. Matters contained in that certain document

Entitled:	City of Scottsdale Lot Split Approval
Dated:	12/01/1999
Executed by:	the City of Scottsdale and The Tesseract Group, Inc.
Recording Date:	December 1, 1999
Recording No:	1999-1085336

You are hereby referred to said document as it contains terms and/or provisions that are either too lengthy or too ambiguous to report here.

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## **SCHEDULE B - SECTION II**

(Continued)

18. Matters contained in that certain document

Entitled:	City of Scottsdale Natural Area Open Space Easement Including
Restored Desert	
Dated:	12/01/1999
Executed by:	The City of Scottsdale and the Tesseract School
Recording Date:	December 6, 1999
Recording No:	1999-1098059

You are hereby referred to said document as it contains terms and/or provisions that are either too lengthy or too ambiguous to report here.

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

Purpose: Recording Date: Recording No: Drainage temparary construction January 30, 2001 2001-0069984

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

Purpose:	
Recording	Date:
Recording	No:

Right of Way Dedication for Public Highways and Public Utilities February 8, 2001 2001-0098540

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

Purpose: Recording Date: Recording No: Telecommuniction facilities August 20, 2002 2002-0846896

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

Purpose: Recording Date: Recording No: Electric line and facilities October 11, 2002 2002-1056405

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

Purpose:		Traffic Signal Maintenance	
Recording Date:	•	January 26, 2006	
Recording No:		2006-0117859	

24. Recitals as shown on that certain map/plat

Recording Date:	September 26, 2003
Recording No:	Book 649 of Maps, page 45
Which among other things recites	See Plat.

Reference is hereby made to said document for full particulars.

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## SCHEDULE B - SECTION II

(Continued)

25. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

 Entitled:
 Memorandum of Lease Agreement

 Lessor:
 Thomas J. Olmsted, Bishop of the Roman Catholic Church of the

 Diocese of Phoenix, a corporation sole
 Verison Wireless (VAW) LLC, a Delaware limited liability company

 Recording Date:
 December 30, 2004

 Recording No:
 2004-1544495

Assignment of the Lessors interest under said lease, Assignor: The Roman Catholic Church of the Diocese of Phoenix, an Arizona non-profit corporation Assignee: Wireless Capital Partners, LLC., a Delaware limited liability company Recording Date: 10/30/2006

2006-1429859

Assignment of the Lessee's interest under said lease, Assignor:

Assignment of the Lessee's interest under said lease,

Assignee: company Recording Date: Recording No:

Recording No:

Wireless Capital partners, LLC, a Delaware limited liability company

WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability

10/06/2006 2007-0189501

WCP Wireless Lease subsidairy, LLC, a Delaware limited liability

Wireless Capital Partners, LLC, a Delaware limited liability company

Recording Date: Recording No:

Assignor:

company Assignee:

> 06/21/5007 2007-0713723

Assignment of the Wireless Capital Partners, LLC, a Delaware limited liability company interest under said lease, Assignor: Wireless Capital Parters, LLC, a Delaware limited liability company

Assignee: Recording Date: Recording No: MW Cell Reit1 LLC, a Delaware limited liability company 06/21/2007 2007-0713724

# SCHEDULE B - SECTION II

(Continued)

 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Memorandum of Purchase and Sale of Lease and Successor Lease

T-Mobile west corporation, as successor in interst to VoiceStream

WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability

The Roman Catholic Church of the Diocese of Phoenix

Entitled: Lessor: Lessee: PCS III Corporation Recording Date: Recording No:

October 30, 2006 2006-1429858

 Assignment of the Lessor's interest under said lease,

 Assignor:
 The Roaman Catholic Church of the Diocese of Phoenix, an

 Arizona non-profit corporation
 Wireless Capital Partners, LLC, a Delaware limited liability company

Recording Date. Recording No: 10/30/2006 2006-1429858

Assignment of the Lessee's interest under said lease, Assignor: Wireless Capital partners, LLC, a Delaware limited liability company

Assignee: company Recording Date: Recording No:

02/15/2007 2007-0189499

Assignment of the Lessee's interest under said lease, Assignor: WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability company Assignee: Wireless Capital Partners, LLC, a Delaware limited liability company

Recording Date: Recording No: 08/08/2007 2007-089077

 

 27.
 Assignment of the Lessee's interest under said lease, Assignor:
 Wireless Capital Partners, a Delaware limited liability company Assignee:

 Assignee:
 MW Cell REIT 1 LLC, a Delaware limited liability company Recording Date:

 Recording No:
 2007-089078

END OF SCHEDULE B - SECTION II

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## **CHICAGO TITLE**

## 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 <<u>http://www.alta.org/></u>.

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### Exhibit A (Revised 06-04-07)

## AMERICAN LAND TITLE ASSOCIATION

#### **RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

3.

ΩR.

#### EXCLUSIONS

#### in addition to the Exceptions in Schedule 6, you are not insured against loss, costs, ettomeys' tees, and expenses resulting from:

Governmental police power, and the existence or violation of any law or povernment regulation. 1 This includes building and zoning ordinances and also laws and regulations concerning:

- land the
- improvements on the land
- tand division
- environmental ordention

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

- polici records at role 1 zea. The exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Tale Alsis. 2. The right is take the land by condimning it, unless: a notice of exercising the right appears in the public records 2
  - - on the Policy Date
    - the taking happened prior to the Policy Date and is binding on you II you bought the land

without knowing of the falding Title Alades:

- that are encited, allowed, or agreed to by you that are known to you, but not to us, on the Policy Oats unless they appeared in the public records that result in no loss to you
- that the is to be a point of the point of th
- 5 Lack of a noble
  - to any land outside the area specifically described and reterred to in the sol Schedule A

in streets, alleys, or waterways that touch your land
 This exclusion does not that the access coverage in them 5 of Covered Title Risks.

#### SCHEDULE B EXCEPTIONS

In addition to the Exclusions, you are not insured apainst loss, costs, attorneys' lees, and the expenses resulting from

- Any rights, forenests or claims of parties in possession of the land out shown by the public \$ records.
- 2 Any essements or liens not shown by the public records. This does not fimit the fien coverage in
- item B of Covered Title Risks. Any facts about the land which a correct survey would disclose and which are not shown by the
- public records. This does not list it is to under the land coverage in line 12 of Covera d USA Rises. Any water rights or claims or Gile to water in or under the land, whether or not shown by the ouble records.
- AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)

#### EXCLUSIONS

In addition to the Exceptions in Schedule 8. You are not insured against toss, costs, attorneys' tees, and expenses resultion from

- Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - building 2.
  - h TORING ¢.
  - Land use 4
  - Improvements on the Land Land division
  - envimemental protection

This Exclusion does not apply to violations or the enforcement of these metters it notice of the violation

or enforcement appears in the Public Records at the Pulicy Date. This Exclusion does not Smit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

- The laiture of Your existing structures, or any part of them, to be constructed to accordance with applicable building codes. This Exclusion does not apply to visitions of building codes if notice of the violation appears in the Public Recurs at the Policy Date. The right to take the Land by condemning 1, unless.
- 2

- a notice of exemising the right appears in the Public Records at the Policy Date; or the taking happened before the Policy Date and is binding on You if You bought the Land ъ
- without Knowing of the taking. Hale:
- that are created, allowed, or agreed to by You, whether or not they appear in the Public a
- that are Known to You of the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date:
- that list occur after the Policy Date this does not find the coverage described in Covered
- A' and

#### LIMITATIONS ON COVERED RISKS

Your insurance for the totkining Covered Risks is finited on the Owner's Coverege Statement as follows:

For Covered Risk 14, 15, 16 and 18, Your Deductible Asymptiand Our Maximum Dultar Limit of Liability shows in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

The best based on the state of	an bu deve boy ti me as idiante	
	Your Deductible Amount	<u>Our Maximum Dallar</u> Limit of Lizbility
a		
Covered Risk 14:	1.0 % of Palicy Amount or \$2.500	\$10,000
	(whichever is lets)	
Covered Risk 15:	1.0 % of Policy Amount or \$5,000	\$25,000
	(whichever is lass)	
Covered Risk 16:	1.0 % of Policy Amount or \$5,000	\$25,000
	(whichever is tess)	
a		\$5,000
Covered Risk 18:	1.0 % of Policy Amount or \$5,000	\$2,000
	(whichever is less)	

#### AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) SCHEDULE OF EXCLUSIONS FROM COVERAGE

3

- SuffEDULE OF EAULO
   The following matters are expressly excluded from the correage of this policy and the Congray will not poly loss or chanage, corets, attorneyn' fees or expenses which arise by mason of:
   (a) Any two, onfinances or governmental seguitation, (not suffing but not limited to building and zoning lawe, ordinances, or agolations) activities, eguilation, prohibiting or relating to (1) the occupancy, usa, or mjormani of the land; (5) the chancets ( dimensions or location of any improvement) are or interacted on the tand; (6) separation in ownership or a change is dimensions or area of the stand; and or any garaf of which the limit and the sufficiences or governmental protection, or the effect any violation of the end (response) area of the stand; and or any garaf of which the limit is and is or yaraf of the limit of the endorcement increase or governmental regulations, except to the extent that a nodule of the endorcement increase or a follow of a oticat, then or ensure that are exulting timm a violation or alleged violation at litering the hand has been recorded in the public records at Date of Policy.
   (b) Any governmental process or another on a resulting timm a violation or alleged violation at litering the hand has been recorded in the public records at notice of the excerts thereof or a notice of a state of the excerts thereof or a notice of the excerts thereof or a notice of the excerts thereof and notice of the excerts at the or polymonal process or polymonal process of the excerts thereof or a notice of the excerts thereof and and the public records at the order of the excerts at the order of the excerts at the order of the excerts at notice of the excerts thereof and notice of the excerts at the order of the excerts at the order of the excerts at the order of the excert of the excerts at the order of the excerts at the order of the excert of the excerts at the order of the excert of the excert of the excert of the excerts at the order of the

Date of Policy. Rights of eminent domain unless notice of the exercise Shared has been recorded in the public

- Rights al eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding trans coverage asystating which has occurred prior to Date of Policy which would be bisfolly on the dipts of a purchaser to realize although the ownedge. Detects, liens, anounhounces, edvarse claims or other matters:
  (a) created, suitend, assumed or agreed to by the insured claimant;
  (b) not himmen to the Company, not recorded in the public or cords at Date of Policy, but known to the insured etaimant and not disclosed in withing to the Company by the insured claimant;
  (c) not himmen to the Company, not recorded in the public or cords at Date of Policy, but known to the taimant and not disclosed in withing to the Company by the insured claimant prior to the date the fact on the formed became an insured under this policy;
  (c) nsuding in ao tors or advant to Date of Policy (except to the extent that this policy to the second in the insured contrast statulary lines to restrate other extent insured restrates at the formed became an insured under this policy; to such a second by the second of the insured or the restrate of the second became an insured under this policy;
  (d) attaching of created subsections to Date of Policy (except to the extent that this policy to sume is the form) of the first of the insured northing of or stated by the insured claimant, abor or stated in the second in the number of the prove states that the second the second became an insured under this policy; the second became an insured under the second became, babor or stated by the lost of the second became an insured under the second became at the second became

- 4 Records b.
  - đ. Rish 7. 8.d, 22.23, 24 or 25.
  - - to any Land outside the area specifically described and referred to in paragraph 3 of Schedula
  - in streets, alleys, or waterways that touch the Land.
     This Exclusion does not find the coverage described in Covered Risk 11 or 18.
- that result in no loss to You; a
  - Failure to pay value for Your Title. Lack of a right:
    - δ.

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value to the based mortgage. Unadioscability of the fina of the insured mortgage because of the insibility or taking of the insured at Dials of Policy, or the insight or taking a paint and the insibility or taking of the instruction of the of Policy, or the insight or taking a paint and the insibility or taking of the instruct at Dials of Policy, or the insight or taking a paint and the inside the instruct at Dials of Policy, or the insight or taking a paint and the inside the inside the inside taking a paint of the inside taking and the inside taking a paint of the inside ٩.
- invalidity or unonioressability of the San of the Inserved montgrape, or easin thereoit, which arises out of the inservetime orderated by the inserved montgrape and is based upon usary or any consumer 5.
- credil protection of inch in lending law. Any statutory lien for services, hoor or maintais (or the claim of priority of any statutory iten for services, labor or materials over the lien of the insured mortgage) arising imm an imporvement or 6. which related to the land which is contracted for and conversed subsequently and the second sub-and is not thanked in which is contracted for and conversed subsequent to Date of Policy and is not thanked in which or in part by proceeds of the Indebtedness secure 6 by the insured montpage which at Date of Policy the insured has advanced or is obligated to advance.
- Any claim, which arises out of the transaction or along the interest of the coordingue insured by this policy, by mason of the operation of lecteral bantruping, state insubracy, or similar creditors rights (are, that is based on: (1) the transaction couling the interest of the insured coordinges being deemed a insudulant conversions or insufation transfer; or (2) the subardination of the interest of the insured margages as a resolt of the application of 7.

  - and supporting on a manage of the arrund return returning gave as a second for a physical of the decision or equilable as abbording theory of the insured mortgages along desmost a preferencial learning results from the failow;
     b the decision or equilable as a factor and to be for starting of the transaction or equilable as a barriers of the insured mortgages along desmost a preferencial learning results from the failow;
     b the decision of a such record to be factor and to be preferenced or failed and the second to be preferenced or a such record to be preferenced or a preference of a such record to be preferenced or a preference of a such record to be preference or a preference or a such record to be preferenced. m

The above policy form may be issued to atlant either Standard Coverage or Erleaded Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage has Standard Coverage policy with also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

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4.

This policy does not lasure against loss or domage (and the Company will not pay costs, othernays' tess or expanses) which arise by rasson of:

- Texes or assessments which are not shown as axisting facts by the records of any taxing authority that layles faces or assessments on real property or by the public records. 1
- Proceedings by a public agency which may instit in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public monds. providingly, unamate to not shown up but report of source printy to by my four reports Any lacts, rights, interacts or claims which are not shown by Drs polition records but which could be ascerbland by an inspection of the lacd or which may be asserted by persons in possession 2

thanet.

- (rames). Extransits, firmt or antumbranses, or claims thareof, not shown by the public records. Discrepancies, confects in boundary lines, shortage in area, encreachments, or any other lacks which a connect survey would disclose, and which are not shown by the public records. (a) Longabered mining claims: (b) reservations or exceptions in patients or is Acts suitorizing the issuance thereol; (c) water rights, claims or fifth to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public reports.
- AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) SCHEDULE OF EXCLUSIONS FROM COVERAGE

# The following matters are expressly excluded from the coverage of this policy, and the Company without pay loss or damage, costs, attorneys' tees, or expenses that arise by teason of: 1. (a) Asy law, ordinance, permit, or governments inequizition (including those relating to building

- and zoning) restriction, regulating, probleting, or relating to (i) the accouracy, use, are obyerent of the Land; (ii) the character dimensions, or location of any improvement eracted on the Land. the subdivision of land; or
- ίw). a officialized is lost manufactions.
- (ii) environmental portation, or the effect of any violation of birste laws, ordinances, or governmental regulations. This Exclusion (i)a) ones not modify or limit the coverage provided under Covered Risk 5. Any governmental porce power. This Exclusion (b) does not modify or limit the coverage provided under Covere of Risk 5.
- (D)
- 2. Rights of aminent domain. This Exclusion does not modily or limit the opverage provided under Covered Risk 7 or 8.

  - Contractions of 100.
     Datects, liens, encumbrances, adverse clarks, or other matters
     (a) created, suffered, assumed, or agreed to by the insured Calmant;
     (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Company and and disclosed hu widing to the Company by the insured Calmant prior to the date the insured Claimant became an insure d under this policy;

- nswiling is no loss of damage in the insued Chaimani; phashing of created subsequent to Date of Policy (havever this does not modify of limit

- (c) attacking or created subsequent to Date of Policy (horaver, this does not modify or limit the coverage provided under Coverant Rick 13,13,0 of 10% or (c) resulting in loss or deurage that would not have been sustained it the insured Colomant had point rates for the insured Mortgage. Unantercephility of the insured Mortgage because of the hability or leadure of an insured to comply with applicable doing business laws of the state where the Land is situated, invariativy or unantercephility is whole or in part of the state where the Land is situated, invariation or unit-inversed by the taxened Mortgage, and is based opponeary or any consumer condo protection or unit-inversion have. 5. cradit emission or initi-io-lending law.

  - credip projection or institubrienting inter Any claim, by reson of the operation of lederal benkruptcy, state insubancy, or similar creditors' rights laws, that the insusction creating the firm of the insured Morigage, is (a) a traditionic conveyance or transition transition of the insured Morigage, is (b) a protocolitic institution or transition of the contrast Rick 13(b) of this policy. Any firm on the Thie for rais static test in covered Rick 13(b) of this policy. Any form on the Thie for rais static test inspect of the policy and created or site of policy and the data of recording of the insured Morigage in the Public Records. This Exclusion class not modify or Unit the coverage parkided under Covared West 1300. Risk 11101

The above policy form may be issued to allord either Standard Coverage or Extended Goverage. In edition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

## EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay cosis, attarneys' bass or expanses) that arise by reason of:

- (a) Taxes or assessments that are not above as existing time by the records of any faring 1. authonity that levies taxes or assessments on near property or by the Public Recents; (b) proceedings by a public againcy that may result to taxes or assessments, or notices of such proceedings,
- whether or not shown by the eccours of a such agency or by the Public Rescuts. Any lacts, rights, interests, or claims that we not shown by the Public Rescuts but that could be ascertained by an inspection of the Land or that way be asserted by persons in possession of the 2.

Land.

- Easements, fiens or encombrances, or claims thereof, not shown by the Public Records. Any encompletent, encompliance, violation, variation, or adverse circumstance attacting the Tale 4. wonid be disclosed by an accurate and complete land survey of the Land and not shown by the Public Hecards.
- (e) Uppatented mining claims; (b) reservations of exceptions in patents or in Asia sufficiently that issuence thereof; (c) water rights, claims or title to water, whether or not the stations escapied under (a), (b), or (c) are shown by the Public Records.

#### AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) SCHEDULE OF EXCLUSIONS FROM COVERAGE

- Any two distance on generations inglesses induced induced in the sector sectoring and sending two, contractors, or equilations inducting of a publicity, prohibiting or relating to the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement new or hereafter precised on the land; (iii) a cryatellion in ownership or a change is the dimensions or area of the land; can y panel of which the land is or was a part; or (iv) environmental protection, or the effect of any vioration of these back sectorement there or governmental regulations, except to the ender that a notice of the enforcement there is the ofference of the sectorement of the sector sectore of the enforcement there is the other sectorement of the sectorement of the ender there is a sectorement of the sectorement of the enforcement of the enforce
- IЪ¥ violation or alleged violation affecting the land has been recorded in the public records at
- 2. regards at Date of Policy, but not excluding from coverage any taking which has occurred phore to mecodis at Date of Policy, but not excluding from coverage any taking which has occurred phore to Date of Policy which would be tacking as the right of a surchaset for value without knowledge. Deletis, Sens, encumbrance, advarse claims or other mathem: 3.

- created, suffered, assumed or agreed to by the insured chinant, not (pown to the Company, not accorded in the public records at Date of Policy, but known to the bisered chinant and not disclosed in writing to the Company by the los used chinanat prior to fite date the lassuest chinanat became an insured under this policy.
- resulting in no loss or damage to the insured chaimant; íci
- attaching or created subsequent to Data of Policy; or resulting in loss or damage which would not have been sustained if the insured claimant
- (a) Extension in this document in the rest instants by this policy. They pairs also be interesting in the rest instant by this policy is a status or interest instant Any claim, which arises out of the banarction resting in the instant the status or interest instant by this policy, by reasoned the operation of ledensi banarceptoy, stats insolvency, or similar conditions rights laws, that is based on:
- s now, one is eased on: the transition remaining the estate or intensit insured by this policy being deemed at audio that convergence or (apply led) the estate or intensit insured by this policy being deemed at audio that the frankation creating the estate or intensit insured by this policy being deemed at audio that professual transite protectly when the performantial transfer results from the lations: (a) to timely second the instrument of transfer, or ø
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  - 。 (24) (24)
  - and to knowing and evier to teaching a of colon fraged of notebroom due to

The above policy form may be incurated to attend either Standard Coverage or Extended Coverage. In I didition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

The lobowing matters are expressly analysis i from the coverage of this policy and the Company will not

- pay loss or charage, costs, altomeys' teep or expenses which arise by reason of 1. (3) Any bw, ordinance or gevenmental regulation (including but not facility to building and

  - or governmental regulations, except to the execution total anotee of the endocrean density or a notice of a detack, lice on encumbrance rescriting from a volution or allarged violation allacing the tand has been recorded in the public records at Date of Policy. Any governmental policy power not exceluded by (p) above, except to the extent that a notice of the exercise thread or a notice of a detect, lice or excertingence insufficient man notice of the exercise thread or a notice of a detect.
  - Date of Policy. Aights of eminant domain unlikes notice of the exercise thereof has been recorded in the public

# SCHEDULE B

#### EXCEPTIONS FROM COVERAGE

5.

banad

This policy does not insure against loss or damage (and the Company will not pay costs, altomays' tess or expenses) which arise by mason pl: 1. Rules or essessments which are not shown as excircing lians by the moords of any taxing authority

- That have not access many mechanic on any poperty of by the public eccoust. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the resorts of a such agency of by the public records. Any lacks, rights, interests or catains which are not shown by the public records. Any lacks, rights, interests or catains which are not shown by the public records as which ocude be ascertained by an inspection of the land or which may be asserted by persons is postersion 2.
  - AMERICAN LAND TITLE ASSOCIATION DWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following shalls as an expressive excluded from the coverage of this policy, and the Company with not pay loss or camage, costs, stammeyer loss, or superses that after by matter of: 1 (s) Any law continues, prant, or government regulation (notation) those relating to budding and zaning) restricting, regulating, probability, at maining to (i) the character dimensions, or lossion of any improvement rested on the Land; (ii) the character dimensions, or lossion of any improvement rested on the Land; (iii) the character dimensions, or lossion of any improvement rested on the Land; (iii) the character dimensions, or lossion of any improvement rested on the Land;

- - the subdivision of land; or

2.

- (6) the subdivision of land, or (b) environmental panection; or the effect of any violation panection; (a) does not mobily or fimilities coverage provided under Coverad Risk 5. (b) Any governmental police power. This Exclusion (b) dates not modify or fimilithe coverage particles under Coverad Risk 6. Rights of environd dates in the Exclusion does not modify or fimilithe coverage provided under Coverad Risk 6. Rights of environd dates and exclusion does not modify or fimilithe coverage provided under Coverad Risk 7 or 8.

- з Delech, Nens encumbrances, advarse claims, a rollher malters [3] created, suffered, accuracy, or agreed to by the insured Claimant

not Known to the Company, not recorded in the Public Resords at Date of Policy, but Known to the Insumed Chimant and not disclosed in staffing to the Company by the instant Galmant prior to the date line insured Calmant became an insured under this policy, manting in no last or damage to the insured Calmant at Stabiling or created subsequents to Date of Priory (however, this does not modify or Smith The polycoge provided under Covered Risk 9 and 10); or matiding in loss or damage that would soft have been suchained if the insured Calmant had prior which the Taba. ผ่า

- (a)

under (a), (b) or (c) are shown by the public records.

- (a) ensiding in low or demogs that would not have been sustained B the incured Claimant back prior value for the Table. Any chain, by master of its operation of lederal backrupicy, state insolventry, or similar conditors' rights lever, that the transmitter or ling the Table as above in Schedula A. Its (a) a liquiduent conversance or travelatorit families (a) a protection to any case on not tabled in Conversed Risk 9 of this policy. (b) a protection the Table for easi cristic backs on a tabled in Conversed Risk 9 of this policy. Any files on the Table for easi cristic backs on a second reading of work or other instrument of backs to family and created or state back policy called and the default incoming on the A.
- The above policy form may be issued to atland ether Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage in a Standard Coverage policy will be coverage.

#### SCHEDINE B **EXCEPTIONS FROM COVERAGE**

This policy does not insule analost loss or damage (and the Company will not pay crisis, altorneys' leas or expenses) that arise by reason at: PART 1

- (a) Taxes or assessments that are not shown as existing fiens by the records of any lating 1. (a) called of ball feelse bars or a second and an early property or by the Public Records; (b) proceedings by a public agency that may need in base or ascessments, or notices of such proceedings, whether or not altown by the mecords of auch agency or by the Public Records. Any tanks, rights, interasts, or closers first are not shown in the Public Records but that covid be
- ascertained by an inspection of the Land or that may be assurted by persons in possession of the 1 Land
- Essements, Sear or encumbrances, or staims thereof, col shown by the Public Records. Any encroachment encombrance, violation, variation, or adverse chromotone allection be fille that would be disclosed by as accurate and complete and savey of the land and list are not 4 shown by the Public Records
- 5 (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the uance thereof: (c) water donts, claims or life to water, whether or oot the matters excepted under (a), (b), or (c) are shown by the Public Records.

#### AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

9,

- Prior a Characteria are expressive section of the coverage of this policy and the Company will not pay fasts or character, costs, altomays fees or expresses which arise by eason of:
  (a) Any law, ordinance or gover mountal regulation, (including but not limited to building and contrage bases, ordinances, or regulations) restricting, regolating, crobibling or relating by (its polycer), and the coverage of the polycer and the coverage of the polycer and the coverage of the polycer and the second of the polycer and the p
  - or a notice of a detect, line or encumbrance arestiting tom a violation or altraged violation at latent pite tand has been necessarie in the Police Research as 10 able of 10 Policy. This exclusion draw ned limit the coverage provided ander (Covend Risler 22, 13, 14, and 18 of this policy.
    (b) Any governmental police power not excluded by (a) above, except is the actual that a matice of the exclusion barrel or a notice of a solution or altraged violation at alternative the second and the coverage provided ander (Covend Risler 22, 13, 14, and 18 of this policy.
    (b) Any governmental police power not excluded by (a) above, except is the actual that a matice of the exclusion barrel or a notice of a detect, fain or encumbrance neutring from a violation or altraged violation allecting the Land has been recorded in the Public Records at Uate of Policy. This exclusion does not limit the exception therein the been recorded in the Public Records at 12, 13, 14, and 16 of this policy.
    (b) Any government and the state of the exacting the exacting there have been recorded in the Public Records at Bate of Policy, but not excluding from coverage any taking which has occurred prior to Detect of Policy which would be binding on the rights of a normalized lawawith the two to the company, for records of in the Public Records at Date of Policy, but not exclude the insured Charant?
    (b) not Known to the company, tori records of in writing to the Company by the insured Calimant prior to the data be insured Calimant became a nature d under Uits policy, mostling in no box of damagat lab and disclosed in writing to the Company by the insured Calimant, and to the base of the insured Calimant became a nature d under Uits policy, in maximal prior to the data be insured Calimant became a nature d under Uits policy, in mating in no box of damagat the insured Calimant became a nature d under Uits policy, or mating in no box of damagat.
    (c) attacking or enable tubsequent to Date of Policy thi
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   (b) resuling in loss or damaga which would not have been sustained if the insured Glaimani bad paid value to the insured Morigage.
   (c) resuling in loss or damaga which would not have been sustained if the insured Glaimani bad paid value to the insured Morigage.
   (c) compty with applicable during business it two of the state in which its land is related at the insured at the insured Morigage because of the inability or lature of the insured at Onle of Policy, or the inability or lature of any subsequent owner of the ModebClasse, to compty with applicable during business it two of the state in which the land is stated.
   (trainity) or unanformability of the fan of the insured Morigage and is based upon usury, except as provided in Dovered Risk 7, 7, or any onenumers and it polarities to the insured Norigage and Sis based upon usury, except as Any data of Inversion in a state of any governamential authority which become a like on the state of the insured Norigage and Sis based upon usury, except as Any data of Inversion, uncedown and you to be taken the state of the family which become a like on the state of the insured Risks 7, 4(e) and 26.
   Any data of Inversion, unedown ability a take of priority of the fam of the insured Norigage as to subsuce sormodifications made after the meand has finantice to the insured Norigage as to acharose provided the Grouped Risk 8.
   Lack to priority of the line of the based to interval finant the constraine made all influence of the insure the mean of the state of a state and of line maters and pairs. The exclusion does not a finite the coverage provided to Cover of Risk 8.
   Lack to priority of the line of the based to have a state as an other maters and other matters all influence to cover the insured Norigage where and all influence to cover the insure the insure the insure the matters and other matters and other matters and to the starest or the insured Norigage which charges t
- 8.

  - The time a modification to made to the terms of the insured Moripage which changes the red of interest charged, if the sets of interest is geneter as a result of the modification than it would have been below the modification. This succession does not fimile the coverage
  - a wond have been being in a madine-ace, me becauter care of inne me coverys provided in Covera di Rick 6 The talium of the restimuter instructure, or any partien thereof to have been constructed below, on or aller Date of Postey in accordance with applicable building codes. This maketan does not apply far violations of building codes 3 notice of the violation appears to the Public Records at Date of Postey.



Examinets, Sens or encombrances, or claims thereof, which are not shown by the public records. Examplers, and or encompanies, or cause thereo, where encoded and and any or power recovery Historepanders, coalists in boundary lines, schedage in any, anomachemis, or any of Maritaelli which a connet survey would disclose, and which are not shown by the pixed excords. (a) Unpaiented mining dealers: (b) reservations or exceptions is pained or in Acts authorizing the Example hereof: (c) waiter doing, chines or the to waite whether or not the values excepted

## **RESIDENTIAL TITLE INSURANCE POLICY ONE-TO-FOUR FAMILY RESIDENCE** ENHANCED VERSION (1997)

### EXCLUSIONS

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In addition is the Exceptions is Schedule 8. You are not insured against loss, costs, attorneys' lees, and Governmentals of the second sec

- Land upa а. Б.
- Land ups Improvements on the Land Land divisions; or
- ¢.

c. Lang environmental protection d. environmental protection This Exclusion does not apply to violations or the enforcement of these matters & notice of the violation or enforcement appears to the Public Records at the Policy Date. This Exclusion does not with the coverage described in item 120 and d. 13 and 18 of Covered Title of the public records at the time of the coverage described in item 120 and d. 13 and 18 of Covered Title Risks

2.

t The right to take the land by condemning it, unless: a. a notice of exercising the right appears in the public records on the Policy Date; or

b. the taking happened prior to the Policy Data and is binding on you if you bought the land without knowing of the taking. Title Ricks:

that are created, allowed, or agreed to by your that are known to you, but not to us, on the Policy Date - unless they appeared in the public а. Б.

b. that are known to you, but not to us, on the reacy pass - three any -product and reaches;
c. that result in an basi to you; or
d. that first affect your tide aller the Policy Date - this does not first the coverage described in terms 3b. 8. 17, and 19 of Covered Title Risks.
d. Failure to pay value tor your tide
5. Lack of a right; (a) in any had subside the area specifically described and referred to in them 3 of Schudus A or (b) instructs, all yes, or waireways that back your land.
This exclusion does not find the coverage described in them 5 and 12 of the Covered Title Risks.

Effective Date: 5/1/2008

## Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

#### Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you
  with services you have requested, and to enable us to detect or prevent criminal activity, fraud,
  material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an
  interest in title whose claim or interest must be determined, settled, paid or released prior to a
  title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.



Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

<u>Disclosure to Nonaffiliated Third Parties</u> – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

#### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

#### Access to Personal Information/

### **Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, <u>FNF's current policy is to</u> maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, <u>all requests made under this section must be in writing and must include your</u> notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

> Chief Privacy Officer Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, FL 32204

#### Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL 20090603391 06/30/2009 04:51 804531-4-3-1--ELECTRONIC RECORDING

Recorded at the request of: Chicago Title

When recorded, mail to: ROMAN CATHOLIC CHURCH OF PHOENIX 400 EAST MONROE PHOENIX, AZ 85004

Escrow No.: CT0804531-CT2942

Space above this line for Recorder's Use

# SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

THOMAS JAMES OLMSTED, BISHOP OF THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF PHOENIX, A CORPORATION SOLE

does hereby convey to

NOTRE DAME PREPARATORY ROMAN CATHOLIC HIGH SCHOOL, AN ARIZONA CORPORATION

the following real property situated in Maricopa County, Arizona:

PARCEL NO. 1:

A portion of Lots 7, 11, 12, 21 and 22 of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Northwest corner of said Lot 11;

thence South 89 degrees 51 minutes 51 seconds East along the North line thereof, a distance of 46.59 feet;

thence South 10 degrees 02 minutes.44 seconds West a distance of 260.43 feet to the West line of said Lot 11;

thence South 00 degrees 15 minutes 35 seconds East along said West line a distance of 121.50 feet to the True Point of Beginning;

thence North 89 degrees 44 minutes 25 seconds East, a distance of 186.65 feet;

thence North 46 degrees 44 minutes 25 seconds East, a distance of 205.08 feet;

thence North 25 degrees 44 minutes 25 seconds. East, a distance of 213.30 feet;

thence North 24 degrees 05 minutes 19 seconds. East, a distance of 301.92 feet;

thence North 89 degrees 42 minutes 59 seconds East, a distance of 105,48 feet to the East line of the aforesaid Lot 7;

thence South 00 degrees 16 minutes 01 seconds West along said East line, a distance of 1,551.65 feet to the Southeast corner of the aforesaid Lot 22;

thence North 89 degrees 52 minutes 05 seconds. West along the South line thereof a distance of 660.31 feet to the Southwest corner of said Lot 22;

thence North 00 degrees 15 minutes 35 seconds West along the West line thereof a distance of 940.48 feet to the True Point of Beginning;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

### PARCEL NO. 2:

A portion of Lots 7, 11 and 12, of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest comer of said Lot 11;

thence South 89 degrees 51 minutes 51 seconds East along the North line thereof, a distance of 46.59 feet;

thence South 10 degrees 02 minutes 44 seconds West a distance of 260.43 feet to the West line of said Lot 11;

thence South 00 degrees 15 minutes 35 seconds East along said West line a distance of 121.50 feet;

thence North 89 degrees 44 minutes 25 seconds East, a distance of 186.65 feet;

thence North 46 degrees 44 minutes 25 seconds East, a distance of 205.08 feet;

thence North 25 degrees 44 minutes 25 seconds East, a distance of 213.30 feet;

thence North 24 degrees 05 minutes 19 seconds East, a distance of 301.92 feet;

thence North 89 degrees 43 minutes 59 seconds East, a distance of 105.48 feet to the East line of the aforesaid Lot 7;

thence North 00 degrees 16 minutes 01 seconds East along said East line, a distance of 246.50 feet to the Northeast corner of said Lot 7, being the monumented centerline of Bell Road;

thence South 89 degrees 59 minutes 00 seconds West along the North line thereof being the centerline of said Bell Road, a distance of 660.08 feet to the Northwest corner of said Lot 7;

thence South 00 degrees 15 minutes 35 seconds East along the West line thereof, a distance of 477.91 feet to the True Point of Beginning;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

#### PARCEL NO 3:

Lots 27 and 28, Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

#### PARCEL NO. 4:

That portion of Lot 11, Section 5, Township 3 North, Range 5 East, of the Gila and Salt river Base and meridian,

County of Maricopa, State of Arizona, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 11;

THENCE South 89 degrees 51 minutes 19 seconds East, 46.59 feet along the North line of said Lot 11;

THENCE departing said North line South 10 degrees 02 minutes 21 seconds West, 260.42 feet to the West line of said Lot 11;

THENCE North 00 degrees 15 minutes 56 seconds West, 256.55 feet along said West line to the POINT OF BEGINNING.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated: June 5, 2009

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THOMAS JAMES OLMSTED, BISHOP OF THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF PHOENIX, A CORPORATION SOLE

BY: TRomas ) Climated Thomas James Offisted, Bishop

Exempt (A.R.S. 11-1134, B7)

NOTARY ACKNOWLEDGMENT(S) TO SPECIAL WARRANTY DEED

# NOTARY ACKNOWLEDGMENT(S) TO SPECIAL WARRANTY DEED

State of Ariz	cona		
County of M	Aaricopa	9	
The foregoir	ng document was acknowledged before me t	his <u>30</u> day of <u>June</u> , 2008	
by Thoma	as James Olmsted	, the <u>Bishop</u> c	01
The Ron	man Catholic Church Of The Diocese	of Phoenix	-•
a <u>Corpora</u>	ation Sole, on behalf of the <u>Corpor</u>	cation Sole	
(Seal)	JOHN F. KNOTT Notary Public—Arizona Maricopa County Expires on 08/13/2011	Notary Public	