

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

under this trust instrument, under other dispositions made by trustor, and under Wills and Trusts of others when those other trusts have, in whole or in part, similar beneficiaries. Without limiting the foregoing, trustor specifically authorizes (but does not require) trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on their generation-skipping ratios and to prefer making distributions from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons.

B. The following terms, as used in this paragraph, shall have the following meanings:

(1) The term (or any reference to) **generation-skipping** in this trust instrument refers to the Federal Generation-Skipping Transfer Tax under Chapter 13 of the Internal Revenue Code of 1986, as amended (IRC).

(2) References to a **trust** or to **trusts** refer also to a separate share or shares of a trust if appropriate to the context and to trustor's apparent objectives and if the shares shall be "substantially separate and independent shares of different beneficiaries" entitled to be treated as separate trusts for generation-skipping purposes under IRC, Section 2654(b).

(3) In this Article, and in the generation-skipping context generally, the term **personal representative** refers to the person or persons authorized by IRC provisions or treasury regulations to allocate the exemption under IRC Section 2631(a).

(4) In this paragraph, and in the generation-skipping context generally, the term **exempt** refers to property or a trust (or share) that has a generation-skipping inclusion ratio of zero (that is, an applicable fraction for generation-skipping purposes of one). When reference is made to an **exempt trust** or to the **exempt portion** of certain property or of a trust, this is a reference to or a special titling for property or a trust that has or is to be established having an inclusion ratio of zero. The term **non exempt portion** or the adjective **non exempt** indicates property or a trust that has a generation-skipping inclusion ratio of one (that is, an applicable fraction of zero).

(5) The term **available GSTT exemption** means the difference between (1) and (2), where (1) is the full amount of exemption allowable under Section 2631(a) of the Code, and where (2) is that portion of such exemption that, before or after trustor's death, shall have been validly allocated by trustor or on trustor's behalf to properties or trusts under Section 2652(a)(1)(A) or (B) of the Code, other than properties or trusts included in trustor's gross estate under Section 2033 of the Code.

C. For each trust that is otherwise to be established (or that is in existence) under this trust instrument, if any person's generation-skipping exemption is allocated to

property of this trust or to the exempt portion of that trust, unless the trust hereby has a generation-skipping inclusion ratio of zero, trustee shall instead establish two separate trusts so that each separate trust has a generation-skipping inclusion ratio of either zero (the exempt portion) or one (the non exempt portion). The foregoing shall be accomplished by allocating to the non exempt portion the minimum amount of property necessary to establish that trust with an inclusion ratio of one, while leaving the exempt portion with an inclusion ratio of zero, employing for allocation purposes values current at the time of allocation. Such separate trust shall be treated as independent legal entities, separate and apart from one another, but operated and administered for the benefit of the same persons as were beneficiaries of the trust before division. The trustee is authorized to make such changes in the provisions of one or more of such separate trusts (such as a change in the timing of the payment of benefits) as shall be necessary to assure that such trusts will be recognized under state law as separate and independent trusts, but shall not alter the relative interests of the beneficiaries thereunder.

D. Except as expressly provided in this instrument, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non exempt trusts or otherwise into multiple trusts: (i) each trust shall have the same provisions as the original trust from which it is established; and (ii) references in this trust instrument to the original trust shall collectively refer to the separate trust derived from it.

E. Upon termination, partial termination or other later subdivision or distribution of any of the separate trusts created by the foregoing provisions or other provisions of this trust instrument, or when separate trusts are to be combined, the non exempt (inclusion ratio of one) or exempt (zero inclusion ratio), generation-skipping character of the property of the trust shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or other trusts or when additional trusts are to be established from one or more sources, non exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions. If, for example, the terms of what would otherwise be one trust, direct that, on termination (or on failure to exercise a power of appointment), trust property is to be added to another trust, the exempt property of a separate trust that had been derived from the terminating trust shall be added only to an exempt trust derived from the recipient trust; non exempt property shall be similarly added only to a non exempt recipient trust; and if no appropriate recipient trust exists for either exempt or non exempt property, then a new trust of that character shall be established with the same terms and provisions as those of the trust that would otherwise receive that property under the original trust terms.

F. The trustee of any trust shall have authority in the trustee's sole discretion, to combine that trust with any other trust or trusts having the same inclusion ratio (including trusts established during or at the death of trustor or by issue of trustor); and trustee may establish separate shares in the combined trust if and as needed, to provide the rights and protect the best interests of the various beneficiaries when the trusts being combined do not have identical terms or when separate shares are otherwise deemed desirable by the trustee. Trusts with different inclusion ratios may also be combined in a trust, provided their inclusion ratios are maintained unchanged through substantially separate and independent shares of

different beneficiaries under IRC Section 2654(b). Similarly, trustee shall have sole discretionary authority to subdivide separate or separable shares of a single trust into separate trusts. Such powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise such authority, trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and their beneficiaries, present and future financial and other objectives of the trusts and beneficiaries, the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the trustee may deem appropriate to such decisions.

G. If trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, trustee shall augment the distribution by an amount which trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates. If trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to a generation-skipping tax, trustee shall pay the tax from the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

10.13 Exercise of Testamentary Powers of Appointment. In disposing of any trust property subject to power to appoint by Will, trustee may rely upon an instrument admitted to probate in any jurisdiction as the last Will of the donee or may assume that he or she died intestate if trustee has no notice of a Will within three months after receiving notice of his or her death.

10.14 Gifts During Lifetime. Unless trustor expresses in writing to the contrary at the time of the gift, gifts of real or personal property, tangible or intangible, if any, which trustor may make during trustor's lifetime, before or after the execution of this trust, to any person, shall not be deemed to be an advancement, or satisfaction to be applied to any share of any beneficiary of this trust, and shall not be taken into account in connection with this trust, except as otherwise provided in this instrument.

10.15 Continuation of Gifting. Trustee shall have the power to make annual gifts, on behalf of trustor, including gifts from trustor's sole and separate and community property held in the trust, in an amount up to a maximum of Ten Thousand and No/100 Dollars (\$10,000), or such larger amount as may then be permitted to qualify for an annual exclusion from gift tax under Section 2503(b) of the Internal Revenue Code of 1986, as amended, or any successor provision thereto, for each of trustor's children, GEORGE A. CAVALLIERE and HELEN C. CAVALLIERE, and their descendants, during each calendar year. The foregoing power to continue gifting programs or make annual gifts shall specifically include the power of the trustee to distribute the amounts to be utilized to fund the gifts to the holder of a power of attorney granted by trustor so that such holder of the power of attorney may make gifts on behalf of the trustor. The foregoing notwithstanding, the exercise of the discretion to make gifts as provided above shall not be exercisable by a trustee, acting alone or in conjunction with any other person, if he or she is to be a donee. If any such discretion is not exercisable

by a trustee under the provisions of this paragraph, such discretion shall be exercisable by (but only by) the other trustee or trustees who are capable of exercising the discretion, and if there be none, such discretion shall not be exercisable until a trustee is appointed who is capable of exercising the same. This paragraph shall be unequivocally construed to prevent the creation of a general power of appointment over income or principal of the trust in a trustee based on the discretion given the trustee to make gifts to such trustee or for his or her benefit.

10.16 Pour-Back. Trustee shall have the express power at any time to pour-back assets to the probate estate of trustor if such is necessary or advantageous to carry out the intent of trustor.

10.17 Stock in S Corporations. If any trust established hereunder holds stock in one or more S corporations, trustor intends that such trust qualify as a subchapter S trust under Code Section 1361. Notwithstanding any other provision of this instrument to the contrary, the following provisions shall apply to such trust:

A. All of the income of such trust shall be distributed at least quarterly to one individual who is a citizen or resident of the United States. If the individual is a minor, distribution shall be made to the minor's natural guardian as custodian under the Arizona Uniform Transfer to Minors Act.

B. There shall be only one income beneficiary of such trust.

C. No distribution of principal of such trust may be made to anyone other than the income beneficiary during such beneficiary's lifetime.

D. The income beneficiary's income interest shall end on the earlier of the beneficiary's death or the trust termination by its terms.

E. If the trust ends during the income beneficiary's lifetime, the trustee shall distribute all of the trust assets to such beneficiary outright.

F. If the trust has one beneficiary but contains both "S" corporation stock and other assets, the trustee shall divide the trust into two trusts, one such trust funded with the "S" corporation stock, and the other such trust funded with the other assets. Each trust shall constitute a separate and independent trust. The trust funded with the "S" corporation stock shall be administered in accordance with the foregoing provisions and the other trust shall be administered in accordance with its terms.

G. If the trust has more than one income beneficiary, the trustee shall divide the "S" corporation stock into as many equal shares as there are income beneficiaries of the trust. Each share shall constitute a separate and independent trust and shall be administered for one such income beneficiary in accordance with subparagraphs A through E above. The other assets of the trust, if any, shall be administered in accordance with its terms.

10.18 Reformation to Comply With S Corporation Requirements. If a trust established hereunder holds stock of a corporation that intends to elect or has elected to be taxed as an "S corporation", the corporate trustee shall have the power to divide a trust that has multiple beneficiaries into separate trusts for each beneficiary; to modify, if necessary, the income payment terms of any trust so that income is required to be paid to the beneficiary; and to modify other terms, but only to the extent necessary, to qualify a trust as a Qualified Subchapter S Trust (QSST) under Section 1361(d) of the Code, as amended. The modification shall be made, if at all, by written instrument delivered to the income beneficiaries of the trust, or if a beneficiary is a minor or is otherwise incapacitated, to the guardian, conservator, agent, trustee, parent, or other legal representatives of the beneficiary.

10.19 Consolidation With Identical Trusts. If at any time trustee is holding any trust under this instrument for the primary benefit of any person or persons for whose primary benefit trustee is holding any other trust, upon substantially the same terms, created by trustor under this or any other instrument or by any member of trustor's family, trustee may, in trustee's discretion, consolidate and commingle them and hold them as a single trust. Trustee shall allot to each separate trust an undivided interest in the mingled funds, that shall always be equal to that trust's proportionate contribution (as adjusted from time to time as a result of accumulations of income, payments of principal and additions to principal) to the mingled funds.

10.20 Accountings. Upon the request of any beneficiary, the trustee shall for each calendar year prepare one or more reports which in the aggregate shall indicate with clarity the assets and liabilities of the trust, the receipts and disbursements with respect thereto, sales and purchases therefor, and such other information as is necessary to furnish an adequate statement as to the condition of the trust.

10.21 Distribution in Kind. Unless otherwise expressly provided under this instrument, any distribution or funding requirement of a dollar (i.e., pecuniary) amount under any provision of this instrument may be satisfied in cash or in kind, in undivided interests, or partly in each. Any assets that are used to satisfy the dollar amount shall be valued for this purpose at their date or dates of distribution; and each such dollar amount distribution or funding requirement in this instrument shall bear interest from the date prescribed under applicable local law (or, if none, from the date of death of trustor) to the date of payment, such interest to be at the statutory rate applicable to pecuniary bequests under state law governing the administration of estates (and, absent such statutory rate, at 80% of the rate applicable under Section 5720 of the Internal Revenue Code, or successor provision, at the date of death of trustor). The foregoing interest requirement shall be interpreted and adapted to meet the "appropriate interest" requirement imposed by applicable generation-skipping transfer tax regulations (or by substitute or successor provisions of the Internal Revenue Code or regulations).

10.22 Separate Property. It is trustor's intent that all distributions of both income and principal from any trust created hereunder to any beneficiary be deemed gifts and constitute the sole and separate property of the beneficiary receiving the distribution.

ARTICLE XI
TRUSTEE POWERS, RIGHTS, DUTIES AND RESTRICTIONS

11.1 Administrative and Investment Powers. Except as otherwise provided in this instrument, trustee shall have the following administrative and investment powers, and any others granted by law, with respect to each trust created by this instrument, to be exercised without order of any court as trustee determines to be in the best interests of the beneficiaries.

A. To retain any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust estate or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

B. To invest and reinvest the trust property in bonds, preferred or common stocks, common trust funds, including index funds, and also including propriety funds of trustee or funds managed by an affiliate of trustee, mortgages, notes, options, investment company shares, money market and mutual (including index) funds, limited partnership interests or other property of any kind, real or personal, domestic or foreign, suitable for the investment of trust funds.

C. To cause any property, real or personal, belonging to the trust to be held or registered in trustee's name or in the name of a nominee or in such other form as trustee deems best without disclosing the trust relationship, except where prohibited by law;

D. To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which trustee's possession of voting discretion would subject the issuing company or trustee to any law, rule or regulation adversely affecting either the company or trustee's ability to retain or vote company securities, shall be voted as directed by the trustor, if living, otherwise by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join as a party in making an election pursuant to Section 1372 of the Internal Revenue Code; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

E. To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

F. To borrow money from any lender, including a corporate trustee hereunder individually or a parent or affiliate company, extend or renew any existing indebtedness and mortgage or pledge any property in the trust, or indemnify in the name of the trust estate and to secure any such obligation or mortgage, pledge, or other security interest, including for a term extending beyond the period of the trust, and to renew, extend or modify any such obligation; such obligations may be entered into without personal liability of the trustee, and lender shall have no duty to see to the application of the proceeds;

G. To sell, exchange, give options upon, partition, convey, or otherwise dispose of, with or without covenants, including covenants of warranty of title, any property which may from time to time be or become a part of the trust estate, at public or private sale or otherwise, for cash or other consideration or on credit, and upon such terms and conditions as the trustee shall think advisable, and to transfer and convey the same free of all trusts;

H. To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof, and to sell covered options, from time to time for such price and upon such terms as trustee sees fit;

I. To employ and compensate from the trust (when and as appropriate for trustee to do so in light of trustee's own compensation) accountants, lawyers, investment and tax advisors, agents and others to aid or assist in the management, administration and protection of the trust;

J. To prosecute, defend, contest, or otherwise litigate legal actions or other proceedings for the protection or benefit of a trust or trustee; to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy; and to insure the trust or trusts against any risk, and trustee against liability with respect to third persons;

K. To deal with, purchase assets from, or make loans to any person, including the fiduciary of any trust made by trustor or any member of trustor's family, or a trust or estate in which any beneficiary under this instrument has an interest though a trustee hereunder is the fiduciary, and to retain any property so purchased;

L. To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

M. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;

N. To consolidate into a single trust any trust arising under this instrument with any other trust, which has the same provisions, beneficiaries and trustee;

O. With respect to real estate: To grant or release easements and other interests; to develop and subdivide; to dedicate parks, streets and alleys; to vacate any subdivision or alley, to construct, repair, alter, remodel, demolish or abandon improvements; and to take any other action reasonably necessary for the preservation of the property or the income therefrom;

P. With respect to proprietorship interests: To continue the business and participate in its management by having trustee or one or more agents of trustee act as a manager with appropriate compensation from the business; to incorporate the business, and

to make secured or unsecured loans to the business or to pledge property for the debts of the business;

Q. With respect to partnership interests: To continue in the business and participate in its management by having trustee or one or more agents of trustee act as a partner, limited partner or employee with appropriate compensation from the business; to enter into new partnership agreements or to incorporate the business; to increase the investment in the business and to make secured or unsecured loans to the partnership to pledge property for debts of the business; and to waive the filing by the surviving partners of any partnership inventory, appraisal, account, bond or security;

R. To buy, sell and hypothecate stocks, bonds, commodities and securities of any nature on margin and to buy, sell and write put and call straddles and other options, to engage in buying options, long and short and covered or uncovered option writing, and in connection therewith, to borrow money and to pledge any and all stocks, bonds, and securities, to execute any and all agreements on behalf of the trust, which any broker may require to establish a margin account and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to trustee or otherwise deal in stocks, and to transact all types of securities transactions with a brokerage firm that are allowed under SEC regulations;

S. With respect to interests in oil, gas and other minerals; to drill and otherwise operate for the development of oil, gas and other minerals; to enter into contracts relating to the installation and operation of absorption and re-pressuring plants; to enter into unitization or pooling agreements for any purpose including primary or secondary recovery; to place and maintain pipe lines and telephone and telegraph lines; to execute oil, gas and mineral leases, division and transfer orders, grants and other instruments; and to perform such other acts as the trustee deems appropriate, using such methods as are commonly employed by owner of such interests in the community in which the interests are located;

T. To petition any appropriate court to have trust accountings judicially settled;

U. To set up, out of the rents, profits or other income received, if any, reserves for taxes, assessments, insurance premiums, repayments of mortgage or other indebtedness, repairs, improvements, depreciation, obsolescence, and general maintenance of buildings and other property, and for the equalization of payments to or for beneficiaries entitled to receive income, as trustee shall deem advisable;

V. To commence or defend such litigation with respect to the trust or any property of the trust as trustee may deem advisable, at the expense of the trust and to compensate, abandon, or otherwise adjust any claims or litigation against or in favor of the trust;

W. To designate, as signator or joint signator, on any trust bank account, any person trustee desires to designate. Such person shall act as agent for the trustee and may sign on the bank account, deposit funds in the bank account or otherwise deal with the bank account;

X. To incorporate any property in the trust estate and to convey any such property to a corporation for all or part of its capital stock or other securities; to dissolve such corporation or any other corporation the securities of which compose a part of the trust estate, and to hold or dispose of any such property to the same affect as any other property of the trust estate; to act as a general or limited partner in any business, any part of which may be or become a part of the trust estate originally or at any time thereafter, and in acting as such partner, the trustee may as trustee act as a partner with himself or herself as an individual;

Y. To organize, either alone or jointly with others, new corporations, partnerships, limited partnerships, or other business entities and convey to it or them trust property or any part thereof; continue any business (whether a proprietorship, corporation, partnership, limited partnership, or other business entity) in which the trust may be financially interested for such time as the trustee may deem it to be in the best interests of the trust; employ in the conduct of any such business such capital out of the trust as the trustee may deem proper; borrow money for use in any such business alone or with other persons financially interested in such business, and secure loans by a mortgage, pledge, or any other manner of encumbrance of not only the trust property and interest in such business, but also such portion of the trust outside of such business as the trustee may deem proper; and generally exercise with respect to the continuance, management, sale or liquidation of any business in which the trust may be financially interested, or of any new business or business interest, all the rights and powers of a prudent owner of any such business;

Z. To execute and deliver agreements, assignments, bills of sale, contracts, deeds, leases, notes, powers of attorney, warranties, covenants, guarantees, receipts, releases, discharges, acquittances, and any other papers or documents reasonably necessary or desirable to carry out the powers granted to the trustee. It is understood that if more than one trustee should be acting at any one time, that such trustees may delegate signature authority such that the signature of only one designated trustee will be required in executing all documents, and each and every person is entitled to rely on such execution exactly as if the trustee executing such documents were acting as the sole trustee;

AA. To purchase at a fair price securities or other property, real or personal, belonging to the estate of the trustor, and to retain such purchased property as an investment of the trust;

BB. To perform other acts necessary or appropriate for the administration of the trust, execute and deliver necessary instruments and give full receipts and discharges;

CC. To employ domestic servants, companions, nurses or doctors to care for trustor and to execute any documents necessary for securing such care for trustor, including documents relating to the admission and treatment of trustor into any medical facility;

DD. To do all things necessary or desirable to retain, maintain in full force and effect, improve, and utilize any and all rights to and interest in ownership or usage of water for irrigation or development of trust property or for any other lawful purpose; and to acquire, convey by sale, lease or otherwise, all such rights and interests, specifically including but not limited to interest in wells, ditches, and priorities of any nature;

EE. To make a renouncement pursuant to A.R.S. § 14-2801 and a qualified disclaimer pursuant to Section 2518 of the Internal Revenue Code of 1954, as amended, as to all or any portion of any property transferable to any trust created under this instrument;

FF. To retain and continue any business in which trustor shall have an interest as a shareholder, partner, or otherwise, even though it may constitute all or a large portion of the trust estate, participate in the conduct of any such business or employ others to do so; execute partnership agreements and amendments thereto; participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation, or dissolution of any business and hold the stock thereof as trust property; elect or employ directors, officers, employees, and agents, and compensate them for their services; sell or liquidate any such business interest; carry out the provisions of any agreement entered into by trustor prior to trustor's death for the sale of any such business or the stock therein; all of which powers may be exercised regardless of whether the trustee is interested in an individual capacity in any such business;

GG. To exercise any available elections under any applicable income, inheritance, estate, succession, or gift tax law. Such authority specifically includes, but is not limited to, (i) the power to select any alternate valuation date for death tax purposes and the power to determine whether any or all of the administration expenses of trustor's estate are to be used as estate tax deductions or income tax deductions, and no compensating adjustments need be made between income and principal as a result of such determinations unless trustee shall determine otherwise, in its sole discretion, or unless required by law; (ii) the power to determine whether or not and to what extent to compromise issues in income, death, or gift tax proceedings; (iii) the power to elect any available installment method of paying death taxes, and to determine whether to claim the interest as a death tax or income tax deduction; (iv) the power to join in the execution of joint income tax returns and agree on the allocation of the burden of payment or interest on payment or the benefit of any refund or interest on any refund or credit arising from a joint income tax return, or any joint declaration of any estimated income tax, and consent to gift splitting; to ascertain basis in assets wherever required; to allocate collective basis adjustments allowed by law among assets; to seek protective consents from beneficiaries; to ascertain past gift tax and joint interest history when required; (v) to consent to taxation of any S corporation and cooperate in determining the advisability of the redemption of shares of stock under Section 303 of the Code; (vi) to elect to apply and to file agreements regarding valuation of qualified real property at its use value for farming or in

another trade or business; and (vii) to cooperate to the extent feasible, in electing the method of payment of any qualified retirement benefits in a manner which will take into account variable tax burdens under circumstances which appear predictable and pertinent at death;

HH. To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (i) if the trust is beneficiary or owner of an individual account in any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust), and (ii) reserves for depreciation shall be established out of income only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement or replacement of trust property which the trustee deems advisable; and

II. To divide the trust or trusts for generation-skipping transfer tax purposes or for any other tax, administrative, or other purposes.

11.2 Persons Dealing with Trustee. No person dealing with, making payments to, or delivering property to trustee shall be obliged to inquire as to the powers of trustee nor to see to the application of any money or property delivered to trustee.

11.3 Restrictions on Exercise of Powers, Rights and Duties. All powers granted to trustee shall apply only to the assets from time to time held by trustee, shall be exercised from time to time in a fiduciary capacity as trustee determines to be in the best interests of the beneficiaries and shall continue until complete distribution of the trust and so long thereafter as may be necessary or desirable to wind up completely the affairs of the trust. Notwithstanding any power conferred upon the trustee under this instrument, no individual trustee other than trustor shall exercise or participate in the exercise of discretion with respect to the distribution of income or principal to or for the benefit of such trustee unless such distribution is limited by an ascertainable standard relating to the education, health, maintenance, and support of such trustee. In addition, no individual trustee shall exercise or participate in the exercise of such discretion with respect to distributions to any person such trustee is legally obligated to support, or which would cause the disqualification of an otherwise qualified disclaimer.

11.4 Powers of Successor Trustee. Unless otherwise specifically provided under this instrument, every successor trustee shall have all the powers given the originally named trustee.

ARTICLE XII TRUSTEE AND TRUSTEE SUCCESSION

court, the validity of this instrument or of trustor's Will or the validity of any provisions of this instrument or of trustor's Will, then:

A. All costs related to any such assertion by such beneficiary shall be directly charged to and borne by such beneficiary's interests hereunder.

B. Such beneficiary shall thereby absolutely forfeit any and all beneficial interests of whatsoever kind and nature which such beneficiary might otherwise have under this instrument and the interests of the other beneficiaries hereunder shall thereupon be appropriately and proportionately increased and/or advanced.

C. All of the provisions of this instrument, to the extent they confer any benefits, powers, or rights whatsoever upon such claiming, electing, or contesting beneficiary, shall thereupon become absolutely void and revoked.

D. Such claiming, electing, or contesting beneficiary, if then acting as a trustee hereunder, shall automatically cease to be a trustee and shall thereafter be ineligible either to select, remove, or become a trustee hereunder.

E. The foregoing shall not be construed, however, to limit the appearance of any beneficiary as a witness in any proceeding involving this instrument or trustor's Will, nor to limit any beneficiary's appearance in any capacity in any proceeding solely for the construction of either of such documents or requesting an accounting of any trust.

Executed 12-21-98, 1998, at Scottsdale, Arizona.



GEORGE CAVALLIERE, Trustor

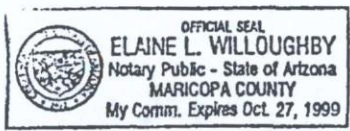
Social Security No. 527-42-5008

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 21st day of December, 1998, before me, the undersigned officer, personally appeared GEORGE CAVALLIERE known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elaine L. Willoughby
Notary Public



ACCEPTANCE OF TRUST

The undersigned hereby certifies that the undersigned has read the foregoing instrument; that the foregoing instrument correctly states the terms and conditions upon which the trust estate is to be held, managed, administered and disposed of by the trustee; approves of such instrument in all particulars; and as the trustee named in such instrument, hereby accepts the trust provided for in such instrument.

Dated 12-21-98, 1998.



GEORGE CAVALLIERE, Trustee

Pre-application No.: 456-PA-2014
Project Name: Cavalliere
Flat

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: TOMAY RD.
- b. County Tax Assessor's Parcel Number 216-SW-0076
- c. General Location TOMAY RD EAST OF ARAND STREET
- d. Parcel Size: ~5 ACRES
- e. Legal Description: SEE CEAD

(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.

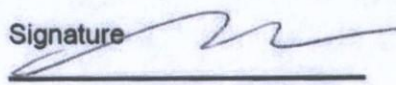
5. I will immediately deliver to the general manager of the City of Scottsdale Planning and Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

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)
Douglas Dacosta

Date
5/19, 2014
_____, 20____
_____, 20____
_____, 20____

Signature


**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:

Parcel 216-80-76 Jumar Co.
(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.



Signature of Property Owner

5/19/14
Date

APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

POLICY OF THE CITY OF SCOTTSDALE ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

RIGHTS OF PROPERTY OWNER

In addition to other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication or exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) where an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violation of Arizona and federal court decisions.

APPEAL PROCEDURE

The appeal must be in writing and specify the City action appealed and the date final action was taken, and it must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken. Address the appeal as follows:

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

- ❖ No fee will be charged for filing
- ❖ The City Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply.
- ❖ Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- ❖ The city will submit a takings impact report to the hearing officer.
- ❖ In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- ❖ In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication or exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- ❖ The hearing officer must render his decision within five working days after the appeal is heard.
- ❖ The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- ❖ If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial de novo with the Superior Court within 30 days of the hearing officer's decision.

If you have questions about this appeal process, you may contact:

City Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
(480) 312-2405

Please be aware that City staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

Ownership Entity or Letterhead: Dacosta

Date: 5/19/14

Via Hand-Delivery with Application, to:

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

Dacosta
Ownership
Docs
signed.

Re: Letter of Authorization

Dear Sir or Madam:

This letter authorizes the following firms/companies: Taylor Morrison, Berry Riddell & Rosensteel, LVA Design, and Kimley-Horn to represent Douglas DACOSTA in all matters related to the City of Scottsdale's Pre-Application, General Plan Amendment, Rezoning, Abandonment, Use Permit and/or Development Review Board applications for the property located Juniper (APN No(s), 216-SU-076) in the City of Scottsdale, Maricopa County, Arizona.

Entity: _____

Name: _____

By: Douglas DACOSTA

Its: Owner

dacosta 5

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company
through its Division

First American Title Insurance Company

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AGREEMENT TO ISSUE POLICY on the following page

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POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED Schedule A (Page 1)

INTEREST IN THE LAND Schedule A (Exhibit A)

DESCRIPTION OF THE LAND on the following page

EXCEPTIONS - PART ONE Schedule B (inside)

EXCEPTIONS - PART TWO Schedule B (inside)

REQUIREMENTS (Standard) on the third page

REQUIREMENTS (Continued) Requirements (inside)

CONDITIONS on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

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

AGREEMENT TO ISSUE POLICY

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

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

Our obligation under the Commitment is limited by the following:

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

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

SCHEDULE B - EXCEPTIONS

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

Part One: (for use with 2006 ALTA policies)

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

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

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

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

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

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

**REQUIREMENTS
(Standard)**

The following requirements must be met:

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

(Continued on Requirements Page)

CONDITIONS

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

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

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

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

 - comply with the Requirements
 - or
 - eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.
- 5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

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

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



**The First American
Corporation**

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

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

SCHEDULE A

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

Effective Date: **May 20, 2014** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$785,000.00

Proposed Insured:

Taylor Morrison/Arizona, Inc., an Arizona corporation and The City of Scottsdale, an Arizona municipal corporation

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Douglas daCosta, husband of Teresa M. daCosta dealing with his sole and separate property and Michael Greven, husband of Jan Greven dealing with his sole and separate property

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

Taylor Morrison/Arizona, Inc., an Arizona corporation and The City of Scottsdale, an Arizona municipal corporation

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

SEE EXHIBIT "A" ATTACHED HEREIN

Title officer: Mike S. Jones @ (602)567-8149/msjones@firstam.com.

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

EXHIBIT "A"

THAT PART OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 33;

THENCE NORTH 0 DEGREES 49 MINUTES WEST ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 901.24 FEET TO A BRASS CAP PIPE;

THENCE SOUTH 89 DEGREES 50 MINUTES WEST 2638.54 FEET, MORE OR LESS, TO A POINT ON THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 33, AND THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 33, A DISTANCE OF 869.85 FEET, MORE OR LESS, TO ANOTHER BRASS CAP AND THE SOUTHWEST CORNER OF SAID PROPERTY;

THENCE EAST 240.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 33;

THENCE NORTH 0 DEGREES 49 MINUTES WEST, A DISTANCE OF 872.17 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID PROPERTY;

THENCE SOUTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 240.23 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 33.00 FEET THEREOF.

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

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2014.
(The first half is due October 1, 2014 and is delinquent November 1, 2014. The second half is due March 1, 2015 and is delinquent May 1, 2015 .)
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. An easement for electric lines and incidental purposes in the document recorded as Book 74 of Miscellaneous, Page 207.
4. Agreement regarding water lines over an undefined portions of said land recorded in Docket 447, Page 571.
5. An easement for roadway and incidental purposes in the document recorded as Docket 10528 and Page 1049.
6. An easement for roadway and incidental purposes in the document recorded as Docket 15541 and Page 232, and thereafter abandonment of the North 10 feet of the South 55 feet recorded as 87-076145 of Official Records.
7. An easement for slope and grading and incidental purposes in the document recorded as 2006-0088743 of Official Records.
8. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by _____ on _____, designated Job Number _____:

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

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

End of Schedule B

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

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. Pay all of 2013 taxes.

(First half now delinquent and interest must be added)

NOTE: Taxes are assessed in the total amount of \$2,577.48 for the year 2013 under Assessor's Parcel No. 216-80-007G 4.

3. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$600,000.00, recorded December 16, 2005 as 2005-1905465 of Official Records.
Dated: December 09, 2005
Trustor: Douglas A. DaCosta, husband of Teresa DaCosta, as his sole and separate property
Trustee: Stearns Bank Arizona National Association
Beneficiary: Stearns Bank Arizona National Association

Note: Assignment of Rents recorded December 16, 2005 as 2005-1905466 of Official Records.

4. Record Full Release of a financing statement recorded December 16, 2005 as 2005-1905467 of Official Records.
Debtor: Douglas A. DaCosta and Michael Greven
Secured Party: Stearns Bank Arizona National Association

A continuation statement was recorded July 08, 2010 as 2010-0578054 of Official Records.

5. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

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

6. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.

7. Record Warranty Deed from Douglas daCosta, husband of Teresa M. daCosta dealing with his sole and separate property and Michael Greven, husband of Jan Greven dealing with his sole and separate property to Buyer(s).

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

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

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

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

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

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

End of Requirements