

**Zoning Notification**  
**Legal Descriptions**  
**Site Posting Photos & Affidavits**  
**Deeds/Property Ownership Documents**  
**Assessor's Map**  
**General Plan Notification**  
**Title Reports**



# Project Data Sheet

2005 R.E. Investments L.L.C. Residential / Commercial

6 - PA - 07

Coordinator: Tim Curtis

Project Address: S.W.C. Thompson Peak & McDowell Mountain Ranch Road Date: 11/12/2007

Proposed Use: Professional Office Zoning District: C-O

TO BE COMPLETED BY APPLICANT		CALCULATIONS	TO BE COMPLETED BY CITY
COMMERCIAL	RESIDENTIAL		
255,406 sf		Net Lot Area	
		Gross Lot Area	
153,244 sf		Gross Floor Area Allowed	
85,200 sf		Gross Floor Area Provided	
3,433,176 cf (comb)		Building Volume Allowed	
3,205,800 cf (comb)		Building Volume Provided	
		Number Of Units Or Lots	
		Density Allowed	
		Density Provided	
		Minimum Lot Size Allowed	
		Minimum Lot Size Provided	
36'		Building Height Allowed	
26'		Building Height Provided	
85,200 sf		Net Floor Area	
284 spaces		Parking Spaces Required	
388 spaces		Parking Provided On-Site	
0 spaces		Parking Provided Off-Site	
388 spaces		Total Parking Provided	
138,315 sf	(combined)	Open Space Required	
138,699 sf	(combined)	Open Space Provided	
69,157 sf	(combined)	Front Open Space Required	
70,003 sf	(combined)	Front Open Space Provided	
18,195 sf		Parking Lot Landscaping Required	
22,200 sf		Parking Lot Landscaping Provided	

## SET BACKS

REQUIRED	PROVIDED	CALCULATIONS	N, S, E, OR W	REQUIRED	PROVIDED
N/A	65'	Front	S		
0' - none	83'	Rear	N		
25'	78'	Left Side	W		
0' - none	72'	Right Side	E		
20'	20"	Parking			

## Planning & Development Services Department

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

Arizona Corporation Commission  
 State of Arizona Public Access System

11/27/2007

4:11 PM

**Jump  
 To...**

Microfilm

<b>Corporate Inquiry</b>	
<b>File Number: L-0978177-2</b> <b>LATEST DATE TO DISSOLVE</b> 02/05/2050	<b>Check Corporate Status</b>
<b>Corp. Name: WINSTAR PRO, L.L.C.</b>	

**Domestic Address**

11146 E BECK LN
SCOTTSDALE, AZ 85259

**Statutory Agent Information**

<b>Agent Name: JONATHAN OLCOTT</b>
<b>Agent Mailing/Physical Address:</b>
3401 N 32ND ST
PHOENIX, AZ 85018
<b>Agent Status: APPOINTED 02/06/2001</b>

**Additional Corporate Information**

<b>Corporation Type: DOMESTIC L.L.C.</b>	<b>Business Type:</b>
<b>Incorporation Date: 02/06/2001</b>	<b>Corporate Life Period:</b>
<b>Domicile: ARIZONA</b>	<b>County: MARICOPA</b>
<b>Approval Date: 02/06/2001</b>	<b>Original Publish Date: 03/06/2001</b>
<b>Status: LATEST DATE TO DISSOLVE</b>	<b>Dissolution/Withdrawal Date: 02/05/2050</b>

**Member Information**

PHIL SHEEGL MANAGER 14 ANDOVER AVE	GEORGE H BELL MANAGER 15770 N GREENWAY HAYDEN LOOP
--	--

WINNIPEG MANITOBA CANADA R3P OW5, <b>Date of Taking Office:</b> 02/06/2001 <b>Last Updated:</b> 02/21/2001	#104 SCOTTSDALE,AZ 85260 <b>Date of Taking Office:</b> 02/06/2001 <b>Last Updated:</b> 02/21/2001
STEPHEN J WEISS MANAGER 11146 E BECK LN SCOTTSDALE,AZ 85259 <b>Date of Taking Office:</b> 02/06/2001 <b>Last Updated:</b> 02/21/2001	WINGFIVE COMPANY LLC MEMBER 11146 E BECK LN SCOTTSDALE,AZ 85259 <b>Date of Taking Office:</b> 02/06/2001 <b>Last Updated:</b> 02/21/2001
KEITH TKACHUK MEMBER 12687 E APPALOOSA PL SCOTTSDALE,AZ 85259 <b>Date of Taking Office:</b> 02/06/2001 <b>Last Updated:</b> 02/21/2001	CHANTEL TKACHUK MEMBER 12687 E APPALOOSA PL SCOTTSDALE,AZ 85259 <b>Date of Taking Office:</b> 02/06/2001 <b>Last Updated:</b> 02/21/2001
TEPPO NUMMINEN MEMBER 10330 N 128TH ST SCOTTSDALE,AZ 85259 <b>Date of Taking Office:</b> 02/06/2001 <b>Last Updated:</b> 02/21/2001	ANN-MAARIT NUMMINEN MEMBER 10330 N 128TH ST SCOTTSDALE,AZ 85259 <b>Date of Taking Office:</b> 02/06/2001 <b>Last Updated:</b> 02/21/2001

**Microfilm**

Location	Date Received	Description
11441015013	02/06/2001	ARTICLES OF ORGANIZATION
20271055044	03/06/2001	PUBLICATION OF ARTICLES OF ORGANIZATION
20279012015	06/22/2001	AGENT ADDRESS CHANGE

[Back To Top](#)

- [Corporate Name Search Instructions](#)
- [General Web Site Usage Instructions](#)
- [Return to STARPAS Main Menu](#)
- [Return to A.C.C. Corporations Division Main Page](#)
- [Return to Arizona Corporation Commission Home Page](#)

**George H. Bell**

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**From:** Jim Balsbaugh [jbalsbaugh@stewartaz.com]  
**Sent:** Friday, October 19, 2007 10:45 AM  
**To:** ghbell@landrd.com  
**Cc:** jslogar@landrd.com; Lynne Russell; Richard E. Newton  
**Subject:** Updated Title Report for the City of Scottsdale Zoning Application  
**Attachments:** 07100183 Amend 2.pdf; 07100184 Amend 2.pdf

George,

Per your request, attached please find the second amended title reports for both the Winstar Pro and RE Investments I parcels with an effective date of October 12, 2007 for inclusion in you zoning application. The reports were amended to update the effective date to our current title plant date so that they are as current as possible for your zoning case with the city.

Thank you for your patience regarding the receipt of the reports. Please don't hesitate to contact us if we can be of any further assistant regarding this matter.

Jim Balsbaugh  
Sr. Vice President  
Commercial & Developer Services  
Stewart Title & Trust of Phoenix, Inc.  
6263 N. Scottsdale Road, Suite 225  
Scottsdale, Arizona 85250  
(480) 557-4569 Direct  
(602) 776-6577 Direct Fax  
(480) 391-7056 Cellular  
[jbalsbaugh@stewartaz.com](mailto:jbalsbaugh@stewartaz.com)



<<07100183 Amend 2.pdf>> <<07100184 Amend 2.pdf>>

**ALTA Commitment Form**  
**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**



**STEWART TITLE®**  
**GUARANTY COMPANY**

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

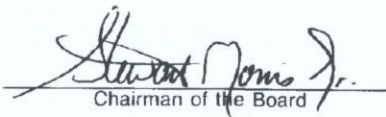
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

  
Chairman of the Board

**STEWART TITLE**  
GUARANTY COMPANY



  
President

Countersigned by:

Delbert Evans

Name and Address of Issuing Company:

Stewart Title & Trust of Phoenix  
244 W. Osborn Road  
Phoenix, Arizona 85013

## 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 acquires 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 and Stipulations.
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 the Conditions and Stipulations, 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.

As to ALTA 2006 Policy forms:

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

**STEWART TITLE®**  
GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

21-ZN-2007  
1ST: 11/15/07

## SCHEDULE A

Order Number: 07100184, Amend. No. 2

Escrow Officer: Lynne Russell

Effective Date: October 12, 2007 at 5:00 p.m.

Title Officer: Delbert Evans / DLE / dle

- | 1. Policy or Policies to be issued:                       | Amount of Insurance |
|---|---------------------|
| (a) Owner's: ALTA 2006 Owner's Policy (Standard Coverage) | \$ 3,435,000.00     |

Proposed Insured:

City of Scottsdale, a municipal corporation

- |                    |    |
|--------------------|----|
| (b) Lender's: None | \$ |
|--------------------|----|

Proposed Insured:

- |                    |    |
|--------------------|----|
| (c) Lender's: None | \$ |
|--------------------|----|

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is:  
EQUITABLE, as shown in Exhibit B, herein
3. Title to said estate or interest in said land is at the effective date hereof vested in:  
State Land Department of the State of Arizona, Office of the State Land Commissioner
4. The land referred to in this Commitment is described as follows:  
See Exhibit A attached hereto and made a part hereof.
5. The Deed of Trust to be insured and the assignments thereof, if any are described as follows:  
None

21-ZN-2007  
1ST: 11/15/07

Order Number: 07100184, Amend. No. 2

Exhibit A

A parcel of land lying within Section 5, Township 3 North, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 5, a G.L.O. brass cap, from which the center of said Section 5, a G.L.O. brass cap, bears North 00 degrees 17 minutes 51" West (basis of bearing), a distance of 2640.41 feet;

THENCE along the North-South mid-section line of said Section, North 00 degrees 17 minutes 51 seconds West, a distance of 299.66 feet to the Point of Beginning;

THENCE leaving said North-South mid-section line, South 89 degrees 42 minutes 41 seconds West, a distance of 249.82 feet;

THENCE North 00 degrees 17 minutes 40 seconds West, a distance of 750.13 feet;

THENCE South 89 degrees 52 minutes 30 seconds West, a distance of 228.91 feet;

THENCE North 00 degrees 16 minutes 17 seconds West, a distance of 273.54 feet;

THENCE South 89 degrees 51 minutes 18 seconds East, a distance of 478.58 feet, to said North-South mid-section line;

THENCE along said North-South mid-section line, South 00 degrees 17 minutes 51 seconds East, a distance of 1020.70 feet to the Point of Beginning;

EXCEPT all gas, oil, metals and mineral rights, as provided by law, as reserved in Certificate of Purchase recorded in Document No. 2006-00087958 and re-recorded in Document No. 2006-0092024.

21-ZN-2007  
1ST: 11/15/07

Order Number: 07100184, Amend. No. 2

Exhibit B

The Estate or interest in the land described in Schedule A, Paragraph 4 and which is covered by the commitment is an equitable interest created by the following instruments:

Certificate of Purchase No. 53-110387, issued by the State of Arizona to Land Research and Development, Inc., an Arizona corporation, dated December 1, 2005, recorded January 20, 2006, in Document No. 2006-0087958 and re-recorded January 23, 2006 in Document No. 2006-0092024;

The Buyers interest under said Certificate of Purchase was transferred by Consent to Assignment of Certificate of Purchase to 2005 RE Investments I, LLC, an Arizona limited liability company, dated January 17, 2006, recorded January 20, 2006 in Document No. 2006-0087957 and re-recorded on January 23, 2006 in Document No. 2006-0092025.

21-ZN-2007  
1ST: 11/15/07

## SCHEDULE B

Order Number: 07100184, Amend. No. 2

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
2. Taxes and assessments collectible by the County Treasurer, Second Installment a lien payable but not yet due for the year 2007.
3. Findings, Recommendations and Commissioner Approval of Classification of Land as suitable for planning, as set forth in various files pertaining to the within property, including, but not limited to the following:  
  
File No.: 48-89762;  
as disclosed by records of the State Land Department.
4. Right of Way No. 18-53703, granted to Arizona Public Service Company, an Arizona corporation, as disclosed by records of the State Land Department.
5. Right of Way No. 14-53636, granted to City of Scottsdale, as disclosed by records of the State Land Department.
6. Right of Way No. 16-101774, granted to City of Scottsdale, as disclosed by records of the State Land Department.

## REQUIREMENTS

Order Number: 07100184, Amend. No. 2

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a) Print must be ten-point type (pica) or larger.
- b) Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information. (NOTE: Nothing must be contained in the margin areas, including initials.)
- c) Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

**Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any documents containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.**

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. APPROVAL by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.
2. THE RIGHT IS RESERVED to make additional exceptions or requirements upon submission of adequate information concerning the nature of the proposed transaction.
3. FURNISH copy of filed Articles of Organization of 2005 RE Investments I, LLC, an Arizona limited liability company which states whether said limited liability company is member managed or manager managed.
4. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of 2005 RE Investments I, LLC, an Arizona limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination.
5. RECORD certified copy of Ordinance of City of Scottsdale authorizing execution and delivery of all instruments necessary to consummate this transaction.
6. FILE WITH AND OBTAIN CONSENT of the State Land Department of Application to Assign and Assume State Certificate of Purchase No. 53-110387, from 2005 RE Investments I, LLC, an Arizona limited liability company, to City of Scottsdale, a municipal corporation.
7. Record Consent to Assignment of Certificate of Purchase with the Maricopa County Recorded.
8. PAY First Installment 2007 taxes, Parcel No. 217-14-984.

## REQUIREMENTS (Continued)

Order Number: 07100184, Amend. No. 2

NOTE: 2006 Tax Parcel # 217-14-984

PRIOR to recording, obtain current tax information from:	Maricopa County Treasurer 301 W. Jefferson Phoenix, AZ 85003	Phone: (602) 506-8511  <a href="http://treasurer.maricopa.gov/index.htm">http://treasurer.maricopa.gov/index.htm</a>
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NOTE: Arizona Revised Statutes Section 6-483 regulates the disbursement of funds by escrow agents. Funds received by Stewart Title & Trust of Phoenix via wire transfer may be disbursed upon receipt. Other types of payments may delay closing of your transaction. You should contact your escrow officer directly to obtain wiring instructions.

## ADDENDUM TO COMMITMENT FOR TITLE INSURANCE

The policy or policies to be issued will contain exceptions to or exclusions from coverage as to the following matters unless the same are disposed of to the satisfaction of or by agreement with the Company.

### EXCEPTIONS TO STANDARD POLICIES AND ALTA OWNER'S 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, interest 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.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. 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.

### EXCLUSIONS FROM STANDARD POLICIES, ALTA OWNER'S POLICIES AND ALTA LOAN POLICIES (EXCEPT 2006 POLICY FORMS)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of the violation of any of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction (vesting in the insured the estate or interest)(creating the interest of the mortgagee) insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the (estate or interest insured by this policy)(interest of the insured mortgagee) being deemed a fraudulent conveyance or fraudulent transfer, or
  - (b) the subordination of the insured mortgage (if applicable) as a result of the application of the doctrine of equitable subordination; or

(c) the transaction creating the (estate or interest insured by this policy)(interest of the insured mortgagee) being deemed a preferential transfer except where the preferential transfer results from the failure:

- (i) to timely record the instrument of transfer, or
- (ii) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

In addition, as to an ALTA Loan Policy only:

5. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
6. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
7. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 7 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

EXCLUSIONS FROM ALTA 2006 OWNER'S POLICY:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attached between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 5 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

21-ZN-2007  
1ST: 11/15/07

EXCLUSIONS FROM ALTA 2006 LOAN POLICY:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or crated subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 7 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

(All references to ALTA policies shall mean those as revised 10/17/92, unless otherwise noted)

EXCLUSIONS FROM ALTA HOMEOWNER'S POLICIES

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the land
  - e. land division
  - f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

21-ZN-2007  
1ST: 11/15/07

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records,
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date.
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**Stewart Title & Trust of Phoenix**

## PRIVACY POLICY NOTICE

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Stewart Title & Trust of Phoenix, Inc., Stewart Title & Trust of Tucson, Inc., Citizens Title & Trust, Safe Harbor LLC, and Automated Payment Center.

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Stewart Title & Trust of Phoenix, Inc., Stewart Title & Trust of Tucson, Inc., Citizens Title & Trust, Safe Harbor LLC, and Automated Payment Center.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

### **WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

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

21-ZN-2007  
1ST: 11/15/07

**ALTA Commitment Form**  
**COMMITMENT FOR TITLE INSURANCE**  
Issued by



**STEWART TITLE®**  
GUARANTY COMPANY

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

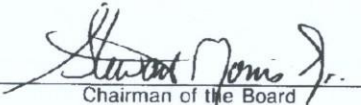
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

  
Chairman of the Board

**STEWART TITLE**  
GUARANTY COMPANY



  
President

Countersigned by:

Delbert Evans

Name and Address of Issuing Company:

Stewart Title & Trust of Phoenix  
244 W. Osborn Road  
Phoenix, Arizona 85013

21-ZN-2007  
1ST: 11/15/07

## 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 acquires 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 and Stipulations.
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 the Conditions and Stipulations, 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.

As to ALTA 2006 Policy forms:

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

## **STEWART TITLE®** GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

21-ZN-2007  
1ST: 11/15/07

## SCHEDULE A

Order Number: 07100183, Amend. No. 2

Escrow Officer: Lynne Russell

Effective Date: October 12, 2007 at 5:00 p.m.

Title Officer: Delbert Evans / DLE / dle

- | 1. Policy or Policies to be issued:                              | Amount of Insurance |
|--|---------------------|
| (a) Owner's: ALTA 2006 Owner's Policy (Standard Coverage)        | \$ 576,898.00       |
| Proposed Insured:<br>City of Scottsdale, a municipal corporation |                     |
| (b) Lender's: None   | \$                  |
| Proposed Insured:  |                     |
| (c) Lender's: None   | \$                  |
| Proposed Insured:  |                     |
- 
2. The estate or interest in the land described or referred to in this Commitment and covered herein is:  
FEE
3. Title to said estate or interest in said land is at the effective date hereof vested in:  
Winstar Pro, L.L.C., an Arizona limited liability company
4. The land referred to in this Commitment is described as follows:  
See Exhibit A attached hereto and made a part hereof.
5. The Deed of Trust to be insured and the assignments thereof, if any are described as follows:  
None

21-ZN-2007  
1ST: 11/15/07

Order Number: 07100183, Amend. No. 2

Exhibit A

Parcel No. 1:

Lot 38, Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 280.00 feet; also

EXCEPT the West 120 feet of said Lot 38, lying North of said South 280.00 feet of Lot 38; and

EXCEPT that portion deeded to the City of Scottsdale by Instrument recorded November 24, 1999 at Recorders No. 99-1069622, more particularly described as follows:

That part of the Southwest quarter of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian commencing at the center of said Southwest quarter, said point also being the Northeast corner of Lot 33 of said Section 5;

THENCE North 89 degrees 50 minutes 16 seconds West along the North line of said Lot 33 a distance of 329.33 feet to the Northwest corner of said Lot 33, said point also being the Northeast corner of Lot 34;

THENCE continuing North 89 degrees 50 minutes 16 seconds West along the North line of said Lot 34 a distance of 329.93 feet to the Northwest corner of said Lot 34, said point also being the Northeast corner of Lot 35;

THENCE South 00 degrees 15 minutes 00 seconds East along the East line of said Lot 35 a distance of 660.26 feet to the Southeast corner of said Lot 35, said point also being the Northeast corner of Lot 38 and the True Point of Beginning;

THENCE South 00 degrees 12 minutes 30 seconds East along the East line of said Lot 38 a distance of 45.00 feet to a point;

THENCE North 89 degrees 44 minutes 14 seconds West parallel to the North line of said Lot 38 a distance of 210.50 feet to a point;

THENCE North 00 degrees 12 minutes 30 seconds West a distance of 45.00 feet to a point on the North line of said Lot 38;

THENCE South 89 degrees 44 minutes 14 seconds East along the North line of said Lot 38 a distance of 210.50 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:

21-ZN-2007  
1ST: 11/15/07

Order Number: 07100183, Amend. No. 2

Lot 39, Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian,  
Maricopa County, Arizona;

EXCEPT the West 180 feet of the South 280 feet, thereof; also

EXCEPT that portion of said land conveyed to the City of Scottsdale, a municipal corporation in General  
Warranty Deed recorded August 31, 1999 at Recorders No. 99-0821451;

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.

## SCHEDULE B

Order Number: 07100183, Amend. No. 2

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
2. Taxes and assessments collectible by the County Treasurer, Second Installment a lien payable but not yet due for the year 2007.
3. The right of entry to prospect for, mine and remove the minerals in said land as reserved in Patent to said land.
4. The right of entry to prospect for, mine and remove all uranium, thorium or any other material necessary to produce fissionable material, as reserved in Patent to said land.

## REQUIREMENTS

Order Number: 07100183, Amend. No. 2

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a) Print must be ten-point type (pica) or larger.
- b) Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information. (NOTE: Nothing must be contained in the margin areas, including initials.)
- c) Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

**Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any documents containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.**

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. FURNISH copy of filed Articles of Organization of Winstar Pro, L.L.C., an Arizona limited liability company which states whether said limited liability company is member managed or manager managed.
2. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of Winstar Pro, L.L.C., an Arizona limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination.
3. RECORD certified copy of Ordinance of City of Scottsdale authorizing execution and delivery of all instruments necessary to consummate this transaction.
4. RECORD Deed from Winstar Pro, L.L.C., an Arizona limited liability company to the parties to be insured herein.

COMPLIANCE with A.R.S. 11-1133, which states that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording.

NOTE: The Company hereby informs the parties that it has not made a determination of whether or not this transaction is subject to the provisions of A.R.S. 33-422 entitled "Land divisions; disclosure affidavit; recording" and A.R.S. 33-422 entitled "Review of land divisions; definitions". It will be the responsibility of the parties to make this determination; therefore, the Company assumes no liability with respect to these matters.

21-ZN-2007  
1ST: 11/15/07

## REQUIREMENTS (Continued)

Order Number: 07100183, Amend. No. 2

5. Requirement satisfied - Taxes
6. Requirement satisfied - Taxes

NOTE: 2007 Tax Parcel # 217-14-037A and 217-14-038A

PRIOR to recording, obtain current tax information from:	Maricopa County Treasurer 301 W. Jefferson Phoenix, AZ 85003	Phone: (602) 506-8511  <a href="http://treasurer.maricopa.gov/index.htm">http://treasurer.maricopa.gov/index.htm</a>
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NOTE: Arizona Revised Statutes Section 6-483 regulates the disbursement of funds by escrow agents. Funds received by Stewart Title & Trust of Phoenix via wire transfer may be disbursed upon receipt. Other types of payments may delay closing of your transaction. You should contact your escrow officer directly to obtain wiring instructions.

## ADDENDUM TO COMMITMENT FOR TITLE INSURANCE

The policy or policies to be issued will contain exceptions to or exclusions from coverage as to the following matters unless the same are disposed of to the satisfaction of or by agreement with the Company.

### EXCEPTIONS TO STANDARD POLICIES AND ALTA OWNER'S 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, interest 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.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. 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.

### EXCLUSIONS FROM STANDARD POLICIES, ALTA OWNER'S POLICIES AND ALTA LOAN POLICIES (EXCEPT 2006 POLICY FORMS)

1. 

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of the violation of any of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy.

- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

- (c) resulting in no loss or damage to the insured claimant;

- (d) attaching or created subsequent to Date of Policy; or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction (vesting in the insured the estate or interest)(creating the interest of the mortgagee) insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (a) the transaction creating the (estate or interest insured by this policy)(interest of the insured mortgagee) being deemed a fraudulent conveyance or fraudulent transfer, or

- (b) the subordination of the insured mortgage (if applicable) as a result of the application of the doctrine of equitable subordination; or

21-ZN-2007  
1ST: 11/15/07

(c) the transaction creating the (estate or interest insured by this policy)(interest of the insured mortgagee) being deemed a preferential transfer except where the preferential transfer results from the failure:

- (i) to timely record the instrument of transfer, or
- (ii) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

In addition, as to an ALTA Loan Policy only:

5. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
6. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
7. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 7 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

#### EXCLUSIONS FROM ALTA 2006 OWNER'S POLICY:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attached between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 5 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

EXCLUSIONS FROM ALTA 2006 LOAN POLICY:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or crated subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 7 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

(All references to ALTA policies shall mean those as revised 10/17/92, unless otherwise noted)

EXCLUSIONS FROM ALTA HOMEOWNER'S POLICIES

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the land
  - e. land division
  - f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

21-ZN-2007  
1ST: 11/15/07

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records,
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date.
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**Stewart Title & Trust of Phoenix**

21-ZN-2007  
1ST: 11/15/07

## PRIVACY POLICY NOTICE

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Stewart Title & Trust of Phoenix, Inc., Stewart Title & Trust of Tucson, Inc., Citizens Title & Trust, Safe Harbor LLC, and Automated Payment Center.

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Stewart Title & Trust of Phoenix, Inc., Stewart Title & Trust of Tucson, Inc., Citizens Title & Trust, Safe Harbor LLC, and Automated Payment Center.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

### **WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

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

21-ZN-2007  
1ST: 11/15/07

## LEGAL DESCRIPTION

### PARCEL NO. 1:

LOT THIRTY-EIGHT (38), SECTION FIVE (5), TOWNSHIP THREE (3) NORTH, RANGE FIVE (5) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 280.00 (280.00) FEET AND

EXCEPT THE WEST 120.00 FEET OF SAID LOT 38, LYING NORTH OF SAID SOUTH 280.00 FEET OF LOT 38;

EXCEPT THAT PORTION DEEDED TO CITY OF SCOTTSDALE BY INSTRUMENT RECORDED NOVEMBER 24, 1999 AT RECORDERS NO. 99-1069622, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN COMMENCING AT THE CENTER OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 33 OF SAID SECTION 5;

THENCE NORTH 89 DEGREES 50 MINUTES 16 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 33 A DISTANCE OF 329.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 33, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 34;

THENCE CONTINUING NORTH 89 DEGREES 50 MINUTES 16 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 34 A DISTANCE OF 329.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 34, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 35;

THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 35 A DISTANCE OF 660.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 38 AND THE TRUE POINT OF (OF) BEGINNING;

THENCE SOUTH 00 DEGREES 12 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 38 A DISTANCE OF 45.00 FEET TO A POINT;

THENCE NORTH 89 DEGREES 44 MINUTES 14 SECONDS WEST PARALLEL TO THE NORTH LINE OF SAID LOT 38 A DISTANCE OF 210.50 FEET TO A POINT;

THENCE NORTH 00 DEGREES 12 MINUTES 30 SECONDS WEST A DISTANCE OF 45.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 38;

THENCE SOUTH 89 DEGREES 44 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 38 A DISTANCE OF 210.50 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:

LOT THIRTY-NINE (39), SECTION FIVE (5), TOWNSHIP THREE (3) NORTH, RANGE FIVE (5) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE WEST 180 FEET OF THE SOUTH 280 FEET THEREOF; ALSO

EXCEPT THAT PORTION OF SAID LAND CONVEYED TO CITY OF SCOTTSDALE, A MUNICIPAL CORPORATION IN GENERAL WARRANTY DEED RECORDED AUGUST 31, 1999 AT RECORDERS NO. 99-0821451;

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERALS 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.

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