

**207 Waiver**

**Title**

**Legal Description**

**Policy or Appeals**

**Correspondence Between Legal & Staff**

**Letter of Authorization**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

First American Title Insurance Company, a Nebraska 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 180 days 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.

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In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

**ISSUED BY**


**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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## CONDITIONS

- 1 The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument
- 2 If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions
- 3 Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein
- 4 This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment
- 5 The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < [http //www. alta. org/](http://www.alta.org/)>

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

Order No.: 06177946-128-V60

1. Effective Date: 1/3/17, Amendment Date: January 6, 2017, Amendment No.: 5
2. Policy or Policies to be issued: Amount
  - a. **ALTA 2006 Extended Owner's Policy** **\$2,550,000.00**  
Proposed Insured:  
**City of Scottsdale**
  - b. **None** **\$0.00**  
Proposed Insured:
  - c. **None** **\$0.00**  
Proposed Insured:


3. The estate or interest in the land described or referred to in this Commitment is

**A Fee**


4. Title to the said estate or interest in the land is at the Effective Date vested in:  
**Ashwinikumar Patil, a married man, as his sole and separate property**

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

**See Exhibit A attached hereto and made a part hereof.**

By: 

Authorized Countersignature

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Order No 06177946-128-V60

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows

**PARCEL NO 1**

The West half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

EXCEPT all minerals, and all uranium, thorium, or other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value pursuant to the provisions of the Act of August 1, 1946 (60 Stat 755), as set forth in Patent of said land

**PARCEL NO 2**

That portion of the West half of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows

BEGINNING at the Northwest corner of the West half of the Southeast quarter of the Southwest quarter of said Section 1,

THENCE North 89° 52' 07" East along the North line of the West half of the Southeast quarter of the Southwest quarter of said Section 1 a distance of 659 79 feet to the Northeast corner of the West half of the Southeast quarter of the Southwest quarter of said Section 1,

THENCE South 00° 09' 51" East along the East line of the West half of the Southeast quarter of the Southwest quarter of said Section 1 a distance of 644 81 feet,

THENCE South 89° 49' 14" West a distance of 291 54 feet to a point of curvature to the right whose center bears North 00° 10' 46" West, a radius of 25 00 feet,


THENCE along the arc of said curve an arc distance of 32 50 feet, a central angle of 74° 28' 41", a tangent distance of 19 00 feet, a chord distance of 30 26 feet and a chord bearing of North 52° 56' 25" West to a point of reverse curvature to the left whose center bears South 74° 17' 55" West, a radius of 46 00 feet,

THENCE along the arc of said curve an arc distance of 204 31 feet, a central angle of 254° 28' 41", a tangent distance of 60 52 feet, a chord distance of 73 24 feet and a chord bearing of South 37° 03' 35" West,

THENCE South 89° 49' 14" west a distance of 299 94 feet to a point on the West line of the West half of the Southeast quarter of the Southwest quarter of said Section 1,

THENCE North 00° 09' 21" West along said West line a distance of 685 37 feet to the TRUE POINT OF BEGINNING,

EXCEPT all minerals, and all uranium, thorium, or other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value pursuant to the provisions of the Act of August 1, 1946 (60 Stat 755), as set forth in Patent of said land

	<b>Commitment for Title Insurance</b>
<b>Schedule BI</b>	

Order No 06177946-128-V60

**REQUIREMENTS**

The following requirements must be satisfied

- 1 Payment of the necessary consideration for the estate or interest to be insured
- 2 Pay all premiums, fees and charges for the policy
- 3 Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded
- 4 Payment of all taxes and/or assessments levied against the subject premises which are due and payable

**TAX NOTE**

Year	2016
Parcel No	216-34-003N 6
Total Tax	\$2,112 42
First Half	\$1,056 21 Paid
Second Half	\$1,056 21 Unpaid
(Parcel No 1)	

**TAX NOTE**

Year	2016
Parcel No	216-34-269 4
Total Tax	\$4,004 42
First Half	\$2,002 21 Paid
Second Half	\$2,002 21 Unpaid
(Parcel No 2)	

- 5 Approval by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy
- 6 FURNISH the Company with Owner's Affidavit executed by Ashwinikumar Patil
- 7 **INTENTIONALLY OMITTED**
- 8 **INTENTIONALLY OMITTED**
- 9 FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed  
  
PL Black Mountain Reserve LLC, an Arizona limited liability company
- 10 SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination The right is reserved to make additional requirements upon said examination  
  
PL Black Mountain Reserve LLC, an Arizona limited liability company



*First American Title™*

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**


**Schedule BI** (Continued)

Order No.: 06177946-128-V60

11. RECORD Deed from Ashwinikumar Patil, a married man, as his sole and separate property, to City of Scottsdale

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

**End of Schedule BI**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No 06177946-128-V60

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company

- 1 Reservations or exceptions in Patents or in Acts authorizing the issuance thereof and RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land
- 2 **INTENTIONALLY OMITTED**
- 3 WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B
- 4 TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year  
2<sup>nd</sup> half 2016
- 5 Deed for Right of Way and rights incident thereto, as set forth in instrument  
Recorded in Docket 2677  
Page 418  
Purpose highway  
(Parcel No 1)
- 6 EASEMENT and rights incident thereto, as set forth in instrument  
Recorded in Docket 12162  
Page 26  
Purpose public utilities and appurtenant facilities  
(Parcel No 2)
- 7 EASEMENT and rights incident thereto, as set forth in instrument  
Recorded in Docket 12162  
Page 28  
Purpose public utilities and appurtenant facilities  
(Parcel No 1)
- 8 EASEMENT and rights incident thereto, as set forth in instrument  
Recorded in Docket 12410  
Page 406  
Purpose ingress and egress  
(Parcel No 1)





*First American Title™*

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule BII** (Continued)

Order No **06177946-128-V60**

9 EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin set forth on map

Recorded in Book                      679 of Maps  
Page    45

10 **INTENTIONALLY OMITTED**

11 **INTENTIONALLY OMITTED**

12 **INTENTIONALLY OMITTED**



**First American Title™**

## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. 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.

### 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 service 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 the 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 to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**NOTICE OF TITLE POLICY DISCOUNTS**  
**Residential Resale and Refinance Transactions – Arizona**

Escrow No 06177946

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charged for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE:**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:


- a Print must be ten-point type (pica) or larger.
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

**NOTICE  
OF  
IMPORTANT CHANGE TO ARIZONA NOTARY LAWS**

**If your client is a foreign citizen, you will want to be aware of this change.**

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government..." (A.R.S. 41-311.11.) Effective August 25, 2004, however, this provision has been amended to provided that the current form of identification must be issued by "the United States government or a state or tribal government..." This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will **NOT** meet the statutory identification requirements.

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

First American Title Insurance Company, a Nebraska 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 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

**ISSUED BY**

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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## CONDITIONS

- 1 The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument
- 2 If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions
- 3 Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein
- 4 This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment
- 5 The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < [http //www. alta. org/](http://www.alta.org/)>





*First American Title™*

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Schedule A

Order No.: 06178602-128-V60

1. Effective Date: 1/3/17, Amendment Date: January 6, 2017, Amendment No.: 1
2. Policy or Policies to be issued: Amount
  - a. **ALTA 2006 Standard Owner's Policy** **\$0.00**  
Proposed Insured:  
**City of Scottsdale**
  - b. **None** **\$0.00**  
Proposed Insured:
  - c. **None** **\$0.00**  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is

**A Fee**

4. Title to the said estate or interest in the land is at the Effective Date vested in:


**Harvey J. Lawrence and Madelon Lawrence, Trustees of The Lawrence Trust, dated September 20, 1999**

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

**See Exhibit A attached hereto and made a part hereof.**

By: \_\_\_\_\_

Authorized Countersignature

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Order No.: 06178602-128-V60

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

A portion of the following described property, exact legal description to be provided prior to close of escrow:

That portion of the West half of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 1;

THENCE North 89 degrees 49 minutes 14 seconds East along the South line of said Section 1 a distance of 1639.95 feet;

THENCE North 00 degrees 09 minutes 36 seconds West a distance of 40.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing North 00 degrees 09 minutes 36 seconds West a distance of 593.97 feet;

THENCE North 89 degrees 49 minutes 14 seconds East a distance of 319.94 feet;


THENCE South 00 degrees 09 minutes 51 seconds East a distance of 593.97 feet;

THENCE South 89 degrees 49 minutes 14 seconds West a distance of 319.98 feet to the TRUE POINT OF BEGINNING;

EXCEPT all minerals in said land as reserved to the United States in Patent; and

EXCEPTING all uranium, thorium, or other material which is or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value pursuant to the provisions of the Act of August 3, 1946 (60 Stat. 755), as set forth in Patent on said land.

APN: 216-34-268

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

Order No.: 06178602-128-V60

**REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

**TAX NOTE:**

Year	2016
Parcel No.	216-34-268 7
Total Tax	\$13,312.56
First Half	\$6656.28 (paid)
Second Half	\$6656.28

5. PROVIDE EXACT LEGAL DESCRIPTION of property to be insured. The right is reserved to make further exceptions and/or requirements upon review of the legal description.
6. Approval by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.
7. Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Lawrence Trust.
8. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:

Criterion Land Management LLC

9. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

Criterion Land Management LLC

10. RECORD Partial Release and Reconveyance of the subject property from Deed of Trust:

Amount	\$1,573,433.00
Dated	August 22, 2006
Recorded	August 28, 2006
Document No.	2006-1138845
Trustor	Harvey J. Lawrence and Madelon A. Lawrence, husband and wife
Trustee	Title Guaranty
Beneficiary	MERS, as nominee for lender



First American Title™

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule BI** (Continued)

Order No.: 06178602-128-V60

11. RECORD Partial Release and Reconveyance of the subject property from Deed of Trust:

Amount	\$494,000.00
Dated	August 24, 2012
Recorded	August 29, 2012
Document No.	2012-0775445
Trustor	The Lawrence Trust, dated September 20, 1999.
Trustee	Stearns Bank National Association
Beneficiary	Stearns Bank National Association

12. RECORD Deed from Harvey J. Lawrence and Madelon Lawrence, Trustees of The Lawrence Trust, dated September 20, 1999, to City of Scottsdale.


NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

**NOTE: IF EXTENDED COVERAGE IS REQUESTED, THE FOLLOWING REQUIREMENTS WILL BE MADE:**

13. FURNISH the Company with Owner's Affidavit executed by Harvey J. Lawrence and Madelon Lawrence, Trustees of The Lawrence Trust, dated September 20, 1999
14. USUAL preliminary inspection report by an employee of the Company. The right is reserved to make additional requirements or exceptions upon examination.
15. FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which became effective February 23, 2016. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 19, from Table A thereof.

NOTE: 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.

**End of Schedule BI**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No 06178602-128-V60

**EXCEPTIONS**


The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company

Section One

- 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 that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land
- 3 Easements, liens or encumbrances, or claims thereof, not shown by the Public Records
- 4 Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records
- 5 (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records
- 6 Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records

Section Two

- 1 RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land
- 2 TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year  
 Second half of 2016
- 3 EASEMENT and rights incident thereto, as set forth in instrument  
 Recorded in Book 41 of Miscellaneous  
Page 474  
 Purpose electric lines and poles
- 4 MATTERS SHOWN ON SURVEY  
 Recorded in Book 679 of Maps  
Page 45

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b> (Continued)	

Order No **06178602-128-V60**

5 EASEMENT and rights incident thereto, as set forth in instrument

Recorded in Document No 2004-1484824  
Purpose natural area open space

6 EASEMENT and rights incident thereto, as set forth in instrument

Recorded in Document No 2006-0695916  
Purpose electrical and telecommunication facilities

**NOTE IF EXTENDED COVERAGE IS REQUESTED, SECTION ONE WILL BE DELETED, AND THE FOLLOWING MATTERS WILL BE ADDED**

7 Reservations or exceptions in Patents or in Acts authorizing the issuance thereof

8 WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B

9 RIGHTS OF PARTIES in possession  
NOTE This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I

10 ADVERSE MATTERS that may be revealed by an inspection of the land  
NOTE This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I

11 LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose  
NOTE This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I



## First American Title™

### Privacy Information

#### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source such as information obtained from a public record or from another person or entity. 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.

#### 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 service 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 the 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 to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**NOTICE OF TITLE POLICY DISCOUNTS**  
Residential Resale and Refinance Transactions – Arizona

**Escrow No.: 06178602**

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE:**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE:**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charged for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363 N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a Print must be ten-point type (pica) or larger
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length

**NOTICE  
OF  
IMPORTANT CHANGE TO ARIZONA NOTARY LAWS**

**If your client is a foreign citizen, you will want to be aware of this change.**

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government " (A R S 41-311 11 ) Effective August 25, 2004, however, this provision has been amended to provided that the current form of identification must be issued by "the United States government or a state or tribal government " This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will **NOT** meet the statutory identification requirements

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U S or state identification

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

First American Title Insurance Company, a Nebraska 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 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

**ISSUED BY**


**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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## CONDITIONS

- 1 The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument
- 2 If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions
- 3 Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein
- 4 This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment
- 5 The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < [http //www alta org/](http://www.alta.org/)>

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

Order No.: 06178113-128-V60

1. Effective Date: 1/3/17, Amendment Date: January 6, 2017, Amendment No.: 4
2. Policy or Policies to be issued: Amount
  - a. **ALTA 2006 Extended Owner's Policy** **\$1,600,000.00**  
Proposed Insured:  
**City of Scottsdale**
  - b. **None** **\$0.00**  
Proposed Insured:
  - c. **None** **\$0.00**  
Proposed Insured:


3. The estate or interest in the land described or referred to in this Commitment is

**A FEE**


4. Title to the said estate or interest in the land is at the Effective Date vested in:  
**Gary P. Mineo, an unmarried man**

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

**See Exhibit A attached hereto and made a part hereof.**

By: 

Authorized Countersignature

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Order No.: 06178113-128-V60

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

PARCEL NO. 1:

The West half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.


EXCEPTING and RESERVING to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Sta. 755), all uranium, thorium or other material which is or may be determined to be peculiarly essential to the production of fissionable material whether or not of commercial value, as set forth in Patent recorded in Docket 1415, Page 212.

PARCEL NO. 2:

The East half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPTING and RESERVING to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Sta. 755), all uranium, thorium or other material which is or may be determined to be peculiarly essential to the production of fissionable material whether or not of commercial value, as set forth in Patent recorded in Docket 1415, Page 212.

APN: **Multiple**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

Order No.: 06178113-128-V60

**REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

**TAX NOTE:**

Year	2016
Parcel No.	216-34-003M
Total Tax	\$2,291.96
First Half	\$1,145.98 paid
Second Half	\$1,145.98 paid

**TAX NOTE:**

Year	2016
Parcel No.	216-34-003S
Total Tax	\$2,334.92
First Half	\$1,167.46 paid
Second Half	\$1,167.46 paid

5. RECORD a Termination and/or Release of Equity/Profit Sharing Agreement:

Recorded	December 21, 2012
Document No.	2012-1167847
Parties	Paul J. Pastor and Patricia C. Pastor, husband and wife and Gary P. Mineo, an unmarried man

6. RECORD Deed from Gary P. Mineo, an unmarried man to City of Scottsdale.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

7. FURNISH the Company with Owner's Affidavit executed by Gary P. Mineo.

8. **INTENTIONALLY OMITTED.**

9. **INTENTIONALLY OMITTED.**

10. **INTENTIONALLY OMITTED.**

11. **INTENTIONALLY OMITTED.**





*First American Title*<sup>TM</sup>

**Commitment for Title Insurance**

BY


**First American Title Insurance Company**

**Schedule BI** (Continued)

Order No.: 06178113-128-V60

**Lender's Note:** The purported address as disclosed by the Maricopa County Assessors office is as follows: **NWC Black Mtn Rd & 84th St., Scottsdale, AZ 85266.**

**End of Schedule BI**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No.: 06178113-128-V60

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
2<sup>nd</sup> half 2016
2. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Carefree Water District recorded in Docket 14056, Page 1604.
3. EASEMENT and rights incident thereto, as set forth in instrument:  

Recorded in Book	71 of Miscellaneous
Page	474
Purpose	electric line
4. Reservations or exceptions in Patents and THE RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land, as reserved by United States of America, as disclosed by Patent to said land from State of Arizona recorded in Docket 1415, Page 212.
5. Deed for Right of Way and rights incident thereto, as set forth in instrument:  

Recorded in Docket	2677
Page	418
Purpose	right of way
6. MATTER(S) disclosed by Survey:  
Recorded in Book 282 of Maps  
Page 16
7. INTENTIONALLY OMITTED.
8. Deed for Right of Way and rights incident thereto, as set forth in instrument:  

Recorded in Document No.	2015-0085835
Purpose	right of way
9. Deed for Right of Way and rights incident thereto, as set forth in instrument:  

Recorded in Document No.	2015-0085837
Purpose	right of way
10. INTENTIONALLY OMITTED.



*First American Title*<sup>™</sup>

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule BII** (Continued)

Order No.: **06178113-128-V60**

11. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
12. RIGHTS OF PARTIES in possession.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.
13. INTENTIONALLY OMITTED.
14. INTENTIONALLY OMITTED.



**First American Title™**

## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source such as information obtained from a public record or from another person or entity. 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.

### 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 service 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 the 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 to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**NOTICE OF TITLE POLICY DISCOUNTS**  
**Residential Resale and Refinance Transactions – Arizona**

**Escrow No.: 06178113**

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE:**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE:**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charge for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE:**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a Print must be ten-point type (pica) or larger.
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.


**NOTICE  
OF  
IMPORTANT CHANGE TO ARIZONA NOTARY LAWS**

**If your client is a foreign citizen, you will want to be aware of this change.**

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government..." (A.R.S. 41-311.11.) Effective August 25, 2004, however, this provision has been amended to provide that the current form of identification must be issued by "the United States government or a state or tribal government..." This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will **NOT** meet the statutory identification requirements.

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.



 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

First American Title Insurance Company, a Nebraska 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 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

**ISSUED BY**

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.



**First American Title™**

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Schedule A

Order No.: 06178469-128-V60

1. Effective Date: 1/3/17, Amendment Date: January 6, 2017, Amendment No.: 2
2. Policy or Policies to be issued: Amount
  - a. **ALTA 2006 Extended Owner's Policy** **\$700,000.00**  
Proposed Insured:  
**City of Scottsdale**
  - b. **None** **\$0.00**  
Proposed Insured:
  - c. **None** **\$0.00**  
Proposed Insured:

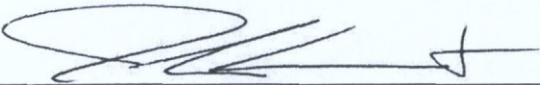
3. The estate or interest in the land described or referred to in this Commitment is


### A Fee

4. Title to the said estate or interest in the land is at the Effective Date vested in:  
**Marcus J. Niemela, Trustee of the Marcus J. Niemela Trust Dated July 30, 2008**

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

**See Exhibit A attached hereto and made a part hereof.**

By:   
Authorized Countersignature

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Order No **06178469-128-V60**

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows

A Parcel of land located within the South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows

BEGINNING at the Southeast corner of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1,

Thence South 89 degrees 52 minutes 03 seconds West, along the South line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 634 82 feet to a point lying 25 00 feet East of the Southwest corner thereof,

Thence North 00 degrees 08 minutes 56 seconds West, along a line 25 00 feet East of and parallel to the West line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 329 66 feet to a point on the North line thereof,

Thence North 89 degrees 52 minutes 45 seconds East, along the North line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 92 93 feet,

Thence South 49 degrees 17 minutes 45 seconds East, departing said North line, a distance of 96 60 feet,

Thence South 00 degrees 08 minutes 40 seconds East, a distance of 198 59 feet,

Thence South 45 degrees 08 minutes 40 seconds East, a distance of 26 61 feet,

Thence South 60 degrees 00 minutes 57 seconds East, a distance of 84 99 feet to the point of curvature of a non tangent curve to the right, of which the radius point bears South 42 degrees 42 minutes 31 seconds East, a radial distance of 133 00 feet,

Thence Northeasterly along the arc of said curve, through a central angle of 30 degrees 42 minutes 18 seconds, a distance of 71 27 feet,

Thence North 77 degrees 59 minutes 46 seconds East, a distance of 20 99 feet to a point of curvature to the left having a radius of 19 00 feet,


Thence Northeasterly along the arc of said curve, through a central angle of 62 degrees 01 minutes 32 seconds, a distance of 20 57 feet to a point of reverse curvature to the right having a radius of 51 00 feet,

Thence Northeasterly along the arc of said curve, through a central angle of 46 degrees 00 minutes 20 seconds, a distance of 40 95 feet,

Thence North 10 degrees 52 minutes 15 seconds West, a distance of 29 76 feet,

Thence North 35 degrees 01 minutes 08 seconds East, a distance of 178 57 feet,

Thence North 80 degrees 50 minutes 58 seconds East, a distance of 30 00 feet,

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b> (Continued)	

Order No 06178469-128-V60


Thence South 54 degrees 58 minutes 52 seconds East, a distance of 112 38 feet,

Thence North 00 degrees 09 minutes 21 seconds West, a distance of 127 09 feet to a point on the North line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1,

Thence North 89 degrees 52 minutes 45 seconds East, along the North line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 35 00 feet to the Northeast corner thereof,

Thence South 00 degrees 09 minutes 21 seconds East, along the East line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 329 54 feet to the POINT OF BEGINNING of the parcel herein described

APN 216-34-003R (A portion)

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

Order No 06178469-128-V60

**REQUIREMENTS**

The following requirements must be satisfied


- 1 Payment of the necessary consideration for the estate or interest to be insured
- 2 Pay all premiums, fees and charges for the policy
- 3 Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded
- 4 Payment of all taxes and/or assessments levied against the subject premises which are due and payable

**TAX NOTE**

Year	2016
Parcel No	216-34-003R_2
Total Tax	\$2754 92
First Half	\$1342 54 paid
Second Half	\$1377 46 paid

- 5 INTENTIONALLY OMITTED
- 6 FURNISH the Company with Owner's Affidavit executed by Marcus J Niemela, Trustee of the Marcus J Niemela Trust Dated July 30, 2008
- 7 INTENTIONALLY OMITTED
- 8 FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which became effective February 23, 2016. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 19, from Table A thereof.  
  
NOTE 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
- 9 APPROVAL by all parties as to the legal description referenced herein
- 10 Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Marcus J Niemela Trust
- 11 FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed


PL Black Mountain Reserve LLC, an Arizona limited liability company

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BI</b> (Continued)	

Order No **06178469-128-V60**

- 12     SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.
- PL Black Mountain Reserve LLC, an Arizona limited liability company
- 13     RECORD Deed from Marcus J Niemela, Trustee of the Marcus J Niemela Trust Dated July 30, 2008 to City of Scottsdale
- NOTE ARS 11 1133 may require the completion and filing of an Affidavit of Value
- 14     COMPLIANCE with Section 33-404 A R S , which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee

**End of Schedule BI**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No.: 06178469-128-V60

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. RESERVATIONS contained in the Patent from the United States of America, recorded in Book 404 of Deeds, page 150, reading as follows:  
  
 SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America; and  
  
 RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land.
2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
 This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:  
  
 Second half of 2016
4. MATTERS relating to water rights and facilities in connection therewith, as set forth in Deed:  
  

Recorded in <u>Docket</u>	<u>1626</u>
Page	<u>246</u>
5. EASEMENT and rights incident thereto, as set forth in instrument:  
  

Recorded in <u>Docket</u>	<u>12162</u>
Page	<u>27</u>
Purpose	public utilities and appurtenant facilities
6. RIGHTS OF PARTIES in possession.  
 NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.
7. INTENTIONALLY OMITTED.
8. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.  
 NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.





**First American Title™**

## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. 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*.

### 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 service 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 the 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 to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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**Residential Resale and Refinance Transactions – Arizona**

**Escrow No.: 06178469**

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE:**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE:**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charged for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363 N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:


- a Print must be ten-point type (pica) or larger
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information
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**NOTICE  
OF  
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**If your client is a foreign citizen, you will want to be aware of this change.**

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government..." (A.R.S. 41-311.11.) Effective August 25, 2004, however, this provision has been amended to provide that the current form of identification must be issued by "the United States government or a state or tribal government..." This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will **NOT** meet the statutory identification requirements.

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

First American Title Insurance Company, a Nebraska 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 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

**ISSUED BY**

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.



*First American Title™*

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Schedule A


Order No.: **06178545-128-V60**

1. Effective Date: **1/3/17, Amendment Date: January 6, 2017, Amendment No.: 1**
  
2. Policy or Policies to be issued: Amount
  - a. **None** **\$0.00**  
Proposed Insured:  
**City of Scottsdale**
  
  - b. **None** **\$0.00**  
Proposed Insured:
  
  - c. **None** **\$0.00**  
Proposed Insured:
  
3. The estate or interest in the land described or referred to in this Commitment is  
**A FEE**
  
4. Title to the said estate or interest in the land is at the Effective Date vested in:  
**PL Black Mountain Reserve LLC, an Arizona limited liability company**
  
5. The land referred to in this Commitment is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

By: \_\_\_\_\_

Authorized Countersignature



 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Order No.: 06178545-128-V60

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

That portion of the West half of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 1;

Thence North 89 degrees 49 minutes 14 Seconds East along the South line of said Section 1, a distance of 1319.97 feet;

Thence North 00 degrees 09 minutes 21 seconds West along the West line of the West half of the Southeast quarter of the Southwest quarter of said Section 1, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 00 degrees 09 minutes 21 seconds West along said West line, a distance of 593.97 feet;

Thence North 89 degrees 49 minutes 14 seconds East, a distance of 319.94 feet;

Thence South 00 degrees 09 minutes 36 seconds East, a distance of 593.97 feet;

Thence South 89 degrees 49 minutes 14 seconds West, a distance of 319.98 feet to the TRUE POINT OF BEGINNING;

EXCEPT all minerals in said land as reserved to the United States in Patent; and

EXCEPTING all uranium, thorium or other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, pursuant to the provisions of the Act of August 3, 1946 (60 Stat. 755), as set forth in Patent to said land.



*First American Title™*

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Schedule BI

Order No.: 06178545-128-V60

### REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

#### TAX NOTE:

Year	2016
Parcel No.	<u>216-34-267</u>
Total Tax	\$2,594.82
First Half	\$1,297.41 Paid
Second Half	\$1,297.41 Unpaid

5. PROPER showing that all regular and special assessments levied by the district named below, now due and payable, are paid in full.  
  
Carefree Water District
6. We find no open deeds of trust of record. Please verify by inquiry of the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
7. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:  
  
PL Black Mountain Reserve LLC, an Arizona limited liability company
8. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:  
  
PL Black Mountain Reserve LLC, an Arizona limited liability company
9. RECORD Deed from PL Black Mountain Reserve LLC, an Arizona limited liability company to Pinnacle Land Development, LLC, an Arizona limited liability company.  
  
NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.
10. FURNISH the Company with Owner's Affidavit executed by PL Black Mountain Reserve LLC, an Arizona limited liability company

**Lender's Note:** The purported address as disclosed by the Maricopa County Assessors office is as follows: **34834 N. 83rd St., Scottsdale, AZ.**



*First American Title*<sup>TM</sup>

**Commitment for Title Insurance**


BY

**First American Title Insurance Company**

**Schedule BI** (Continued)

Order No.: 06178545-128-V60

End of Schedule BI

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No.: 06178545-128-V60

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
2<sup>nd</sup> half 2016
2. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Carefree Water District recorded in Docket 14056, Page 1604.
3. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded Ross Property Division recorded in Book 679 of Maps, Page 45.
4. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
5. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
6. RIGHTS OF PARTIES in possession.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.
7. EASEMENT and rights incident thereto, as set forth in instrument:  

Recorded in Book	<u>71 of Miscellaneous</u>
Page	474
Purpose	electric line



## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. 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.

### 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 service 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 the 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 to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**NOTICE OF TITLE POLICY DISCOUNTS**  
**Residential Resale and Refinance Transactions – Arizona**

**Escrow No.: 06178545**

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE:**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE:**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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*First American Title*™

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

First American Title Insurance Company, a Nebraska 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 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

---

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

### **First American Title Insurance Company**



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

### ISSUED BY

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.



*First American Title*<sup>TM</sup>

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule A**

Order No.: 06177945-128-V60

1. Effective Date: 1/3/17, Amendment Date: January 6, 2017, Amendment No.: 4

2. Policy or Policies to be issued: Amount

a. ALTA 2006 Extended Owner's Policy **\$850,000.00**

Proposed Insured:

**City of Scottsdale**

b. None \$0.00

Proposed Insured:

c. None \$0.00

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is

**A Fee**

4. Title to the said estate or interest in the land is at the Effective Date vested in:


**Tran Ventures, LLC**

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

**See Exhibit A attached hereto and made a part hereof.**

By: \_\_\_\_\_

Authorized Countersignature

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Order No.: 06177945-128-V60

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

The East half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT therefrom all minerals, uranium, thorium, or other material which is or may be determined to be peculiarly essential to the production of fissionable material as set forth in the Patent recorded in Docket 1415, Page 212, records of Maricopa County, Arizona; and

EXCEPT the East 35 feet as conveyed to the City of Scottsdale in Deed recorded in Document No. 2015-0085836, records of Maricopa County, Arizona.

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

Order No.: 06177945-128-V60

**REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

**TAX NOTE:**

Year	2016
Parcel No.	216-34-003T 8
Total Tax	\$2,212.82
First Half	\$1,106.41 Paid
Second Half	\$1,106.41 Unpaid

5. FURNISH the Company with Owner's Affidavit executed by Tran Ventures, L.L.C., an Arizona limited liability company
6. **INTENTIONALLY OMITTED.**
7. **INTENTIONALLY OMITTED.**
8. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:  
  
Tran Ventures, L.L.C., an Arizona limited liability company
9. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.  
  
Tran Ventures, L.L.C., an Arizona limited liability company
10. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:  
  
PL Black Mountain Reserve LLC, an Arizona limited liability company
11. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.  
  
PL Black Mountain Reserve LLC, an Arizona limited liability company



*First American Title*<sup>TM</sup>

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule BI** (Continued)


Order No.: 06177945-128-V60

12. RECORD Deed from Tran Ventures, L.L.C., an Arizona limited liability company, to City of Scottsdale.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

13. INTENTIONALLY OMITTED.

**End of Schedule BI**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No 06177945-128-V60

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company

- 1 Reservations or exceptions in Patents or in Acts authorizing the issuance thereof and RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land
- 2 **INTENTIONALLY OMITTED**
- 3 WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B
- 4 TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year  
2<sup>nd</sup> half 2016
- 5 EASEMENT and rights incident thereto, as set forth in instrument  
  
Recorded in Docket 12162  
Page 28  
Purpose public utilities
- 6 EASEMENT and rights incident thereto, as set forth in instrument  
  
Recorded in Docket 12410  
Page 406  
Purpose ingress and egress
- 7 RIGHT OF THE CITY OF SCOTTSDALE to cut back and trim such portions of branches and tops of trees now growing or which may hereafter grow or extend over the right-of-way, as set forth in instrument recorded in Document No 2015-0085836
- 8 **INTENTIONALLY OMITTED**
- 9 **INTENTIONALLY OMITTED**
- 10 **INTENTIONALLY OMITTED**





**First American Title™**

## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source such as information obtained from a public record or from another person or entity. 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.

### 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 service 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 the 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 to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**NOTICE OF TITLE POLICY DISCOUNTS**  
**Residential Resale and Refinance Transactions – Arizona**

**Escrow No 06177945**

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charged for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE:**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a Print must be ten-point type (pica) or larger.
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

**NOTICE  
OF  
IMPORTANT CHANGE TO ARIZONA NOTARY LAWS**

**If your client is a foreign citizen, you will want to be aware of this change.**

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government...." (A.R.S. 41-311.11.) Effective August 25, 2004, however, this provision has been amended to provide that the current form of identification must be issued by "the United States government or a state or tribal government...." This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will **NOT** meet the statutory identification requirements.

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.

## 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 or 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.

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: (APN# 216-34-003M & 216-34-003S)

NWC Black Mountain Road & 84<sup>th</sup> Street

(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

10/5/16  
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




**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: (APN# 216-34-003R)

35026 North 84th STREET SCOTTSDALE, AZ 85266

(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

10-3-16  
Date

## APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

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

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3939 Drinkwater Blvd  
Scottsdale, AZ 85251

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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.

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

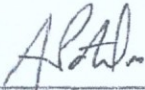
I hereby certify that I am the owner of property located at:

(APN# 216-34-269 & 216-34-003N)

---

(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

10/4/16

---

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

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- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violation of Arizona and federal court decisions.

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

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- ❖ 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.

**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:

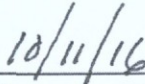
(APN# 216-34-267)

\_\_\_\_\_ (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



\_\_\_\_\_  
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.

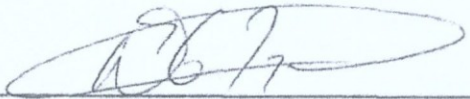
**Owner Certification  
Acknowledging Receipt  
Of  
Notice Of Right To Appeal  
Exactions And Dedications**

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

(APN# 216-34-003T)

(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

\_\_\_\_\_  
Date



# Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: N/A
- b. County Tax Assessor's Parcel Number: 216-34-003M & 216-34-003S
- c. General Location: NWC Black Mountain Rd. & 84th St.
- d. Parcel Size: +/- 10 AC
- e. Legal Description: See attached

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

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

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

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

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

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

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

Name (printed)	Date	Signature
<u>Gary P. Mined</u>	<u>10 15</u> , 20 <u>16</u>	<u>[Signature]</u>
<u>LVA</u>	_____, 20____	<u>[Signature]</u>
_____	_____, 20____	_____
_____	_____, 20____	_____

## Planning and Development Services

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





# Affidavit of Authority to Act as the Property Owner

1 This affidavit concerns the following parcel of land

- a Street Address 35026 N 84th St Scottsdale AZ 85266
- b County Tax Assessor's Parcel Number 216-34-003R
- c General Location SWC Cavalry Dr & 84th St
- d Parcel Size +/- 5 AC
- e Legal Description See attached

(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

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Name (printed)	Date	Signature
<u>MARCUS NIEMEEL</u>	<u>10-3-</u> , 20 <u>16</u>	<u>[Signature]</u>
<u>UA</u>	_____, 20__	_____
_____	_____, 20__	_____
_____	_____, 20__	_____

## Planning and Development Services

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



# Affidavit of Authority to Act as the Property Owner

1 This affidavit concerns the following parcel of land

- a Street Address N/A
- b County Tax Assessor's Parcel Number 216-34-269 & 216-34 003N
- c General Location NEC & NWC Villa Cassandra Way & 83rd St. alignment
- d Parcel Size +/- 15 AC
- e Legal Description See attached

(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.

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Name (printed)	Date	Signature
<u>Ashwani Patel</u>	<u>10/4</u> , 20 <u>16</u>	<u>[Signature]</u>
<u>WA</u>	_____, 20____	<u>[Signature]</u>
_____	_____, 20____	_____
_____	_____, 20____	_____

## Planning and Development Services

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



# Affidavit of Authority to Act as the Property Owner

1 This affidavit concerns the following parcel of land

- a Street Address 34834 N 83rd St Scottsdale AZ 85266
- b County Tax Assessor's Parcel Number 2016-34-267
- c General Location NWC Black Mountain Rd & 83rd St Alignment
- d Parcel Size +/- 5 AC
- e Legal Description See attached

(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.

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Name (printed)	Date	Signature
<u>Randal S Clarno</u>	<u>10/11</u> , 20 <u>16</u>	<u>Randal S Clarno</u>
<u>[Signature]</u>	_____, 20____	<u>LVA</u>
_____	_____, 20____	_____
_____	_____, 20____	_____

## Planning and Development Services

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



# Affidavit of Authority to Act as the Property Owner

1 This affidavit concerns the following parcel of land

- a Street Address N/A
- b County Tax Assessor's Parcel Number 216 34 003T
- c General Location SWC Villa Cassandra Way & 84th St
- d Parcel Size +/- 5 AC
- e Legal Description See attached

(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.

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Name (printed)	Date	Signature
<u>DAT TIRAN</u>	_____, 20__	<u>[Signature]</u>
<u>LVA</u>	_____, 20__	<u>[Signature]</u>
_____	_____, 20__	_____
_____	_____, 20__	_____

### Planning and Development Services

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

July 25, 2016

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

City of Scottsdale  
Planning & Development Department  
7447 E. Indian School Rd.  
Scottsdale, AZ 85251

**Re: Letter of Authorization – The Reserve at Black Mountain– NWC 84<sup>th</sup> St. & Black Mountain Rd.**

Dear Sir or Madam:

This letter authorizes LVA Urban Design Studio LLC and Kimley-Horn Associates to represent this ownership group in all matters related to the City of Scottsdale's entitlement processes for the properties generally located at the northwest corner of 84<sup>th</sup> St. and Black Mountain Rd. (APN #'s below) in the City of Scottsdale, Maricopa County, Arizona.

**Entity/Owner:**

Ashwinikumar Patil  
34846 N. 83<sup>rd</sup> St. – APN #216-34-269 & 216-34-003N

Tran Ventures LLC  
N/A - APN #216-34-003T

Jayhawk 100 LLC  
34834 N. 83<sup>rd</sup> St. – APN #216-34-267

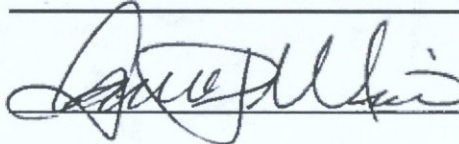
Gary P. Mineo  
N/A – APN #216-34-003M & 216-34-003S

**Signature:**

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**26-ZN-2016**  
**11/02/2016**

October 3, 2016

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

City of Scottsdale  
Planning & Development Department  
7447 E Indian School Rd  
Scottsdale, AZ 85251

***Re Letter of Authorization – The Reserve at Black Mountain– NWC 84<sup>th</sup> St & Black Mountain Rd***

Dear Sir or Madam

This letter authorizes LVA Urban Design Studio LLC and Kimley-Horn Associates to represent this ownership group in all matters related to the City of Scottsdale's entitlement processes for the properties generally located at the northwest corner of 84<sup>th</sup> St and Black Mountain Rd (APN #'s below) in the City of Scottsdale, Maricopa County, Arizona

**Entity/Owner**

Marcus Niemela Trust  
35026 N 84<sup>th</sup> St – APN #216-34-003R

**Signature**



A handwritten signature in black ink, appearing to be 'M. Niemela', is written above a solid horizontal line.

July 25, 2016

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

City of Scottsdale  
Planning & Development Department  
7447 E Indian School Rd  
Scottsdale, AZ 85251

**Re Letter of Authorization – The Reserve at Black Mountain– NWC 84<sup>th</sup> St & Black Mountain Rd**

Dear Sir or Madam

This letter authorizes LVA Urban Design Studio LLC and Kimley-Horn Associates to represent this ownership group in all matters related to the City of Scottsdale's entitlement processes for the properties generally located at the northwest corner of 84<sup>th</sup> St and Black Mountain Rd (APN #'s below) in the City of Scottsdale, Maricopa County, Arizona

**Entity/Owner:**

Ashwinikumar Patil  
34846 N 83<sup>rd</sup> St – APN #216-34-269 & 216-34-003N

**Signature**



Tran Ventures LLC  
N/A - APN #216-34-003T

Jayhawk 100 LLC  
34834 N 83<sup>rd</sup> St – APN #216-34-267

Gary P Mineo  
N/A – APN #216-34-003M & 216-34-003S

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

October 10, 2016

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

City of Scottsdale  
Planning & Development Department  
7447 E. Indian School Rd.  
Scottsdale, AZ 85251

***Re: Letter of Authorization – The Reserve at Black Mountain– NWC 84<sup>th</sup> St. & Black Mountain Rd.***


Dear Sir or Madam:

This letter authorizes LVA Urban Design Studio LLC and Kimley-Horn Associates to represent this ownership group in all matters related to the City of Scottsdale's entitlement processes for the properties generally located at the northwest corner of 84<sup>th</sup> St. and Black Mountain Rd. (APN #'s below) in the City of Scottsdale, Maricopa County, Arizona.

**Entity/Owner:**

PL Black Mountain Reserve LLC  
34834 N. 83<sup>rd</sup> St. – APN #216-34-267

**Signature:**



A handwritten signature in cursive script, appearing to read "Ronald A. Clark", is written over a horizontal line.



July 25, 2016

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

City of Scottsdale  
Planning & Development Department  
7447 E. Indian School Rd.  
Scottsdale, AZ 85251

**Re: Letter of Authorization – The Reserve at Black Mountain– NWC 84<sup>th</sup> St. & Black Mountain Rd.**

Dear Sir or Madam:

This letter authorizes LVA Urban Design Studio LLC and Kimley-Horn Associates to represent this ownership group in all matters related to the City of Scottsdale's entitlement processes for the properties generally located at the northwest corner of 84<sup>th</sup> St. and Black Mountain Rd. (APN #'s below) in the City of Scottsdale, Maricopa County, Arizona.

**Entity/Owner:**

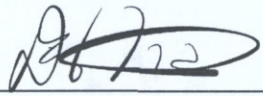
Ashwinikumar Patil  
34846 N. 83<sup>rd</sup> St. – APN #216-34-269 & 216-34-003N

Tran Ventures LLC  
N/A - APN #216-34-003T

Jayhawk 100 LLC  
34834 N. 83<sup>rd</sup> St. – APN #216-34-267

Gary P. Mineo  
N/A – APN #216-34-003M & 216-34-003S

**Signature:**

\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



*First American Title*™

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

First American Title Insurance Company, a Nebraska 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 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

---

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

### **First American Title Insurance Company**



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

### ISSUED BY

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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**26-ZN-2016**  
**11/02/2016**

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.



*First American Title*<sup>™</sup>

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Schedule A

Order No.: **06178469-128-V60**

1. Effective Date: **10/20/16**, Amendment Date: **October 26, 2016**, Amendment No.: **1**
2. Policy or Policies to be issued: Amount
  - a. **ALTA 2006 Extended Owner's Policy** **\$700,000.00**  
Proposed Insured:  
**PL Black Mountain Reserve LLC, an Arizona limited liability company**
  - b. **None** **\$0.00**  
Proposed Insured:
  - c. **None** **\$0.00**  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is

**A Fee**

4. Title to the said estate or interest in the land is at the Effective Date vested in:


**Marcus J. Niemela, Trustee of the Marcus J. Niemela Trust Dated July 30, 2008**

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

**See Exhibit A attached hereto and made a part hereof.**

By: \_\_\_\_\_

Authorized Countersignature

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Order No.: 06178469-128-V60

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

A Parcel of land located within the South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Southeast corner of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1;

Thence South 89 degrees 52 minutes 03 seconds West, along the South line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 634.82 feet to a point lying 25.00 feet East of the Southwest corner thereof;

Thence North 00 degrees 08 minutes 56 seconds West, along a line 25.00 feet East of and parallel to the West line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 329.66 feet to a point on the North line thereof;

Thence North 89 degrees 52 minutes 45 seconds East, along the North line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 92.93 feet;

Thence South 49 degrees 17 minutes 45 seconds East, departing said North line, a distance of 96.60 feet;

Thence South 00 degrees 08 minutes 40 seconds East, a distance of 198.59 feet;

Thence South 45 degrees 08 minutes 40 seconds East, a distance of 26.61 feet;

Thence South 60 degrees 00 minutes 57 seconds East, a distance of 84.99 feet to the point of curvature of a non tangent curve to the right, of which the radius point bears South 42 degrees 42 minutes 31 seconds East, a radial distance of 133.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 30 degrees 42 minutes 18 seconds, a distance of 71.27 feet;

Thence North 77 degrees 59 minutes 46 seconds East, a distance of 20.99 feet to a point of curvature to the left having a radius of 19.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 62 degrees 01 minutes 32 seconds, a distance of 20.57 feet to a point of reverse curvature to the right having a radius of 51.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 46 degrees 00 minutes 20 seconds, a distance of 40.95 feet;

Thence North 10 degrees 52 minutes 15 seconds West, a distance of 29.76 feet;

Thence North 35 degrees 01 minutes 08 seconds East, a distance of 178.57 feet;

Thence North 80 degrees 50 minutes 58 seconds East, a distance of 30.00 feet;



*First American Title*<sup>™</sup>

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Exhibit A** (Continued)

Order No.: **06178469-128-V60**

Thence South 54 degrees 58 minutes 52 seconds East, a distance of 112.38 feet;

Thence North 00 degrees 09 minutes 21 seconds West, a distance of 127.09 feet to a point on the North line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1;

Thence North 89 degrees 52 minutes 45 seconds East, along the North line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 35.00 feet to the Northeast corner thereof;

Thence South 00 degrees 09 minutes 21 seconds East, along the East line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 329.54 feet to the POINT OF BEGINNING of the parcel herein described.

APN: 216-34-003R (A portion)

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

Order No.: **06178469-128-V60**

**REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

**TAX NOTE:**

Year	2016
Parcel No.	<u>216-34-003R 2</u>
Total Tax	\$2754.92
First Half	\$1342.54
Second Half	\$1377.46

5. PAY 1<sup>st</sup> half 2016 taxes, Parcel No. 216-34-003R (a portion)
6. FURNISH the Company with Owner's Affidavit executed by Marcus J. Niemela, Trustee of the Marcus J. Niemela Trust Dated July 30, 2008
7. INTENTIONALLY OMITTED.
8. FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which became effective February 23, 2016. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 19, from Table A thereof.

NOTE: 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.

9. APPROVAL by all parties as to the legal description referenced herein.
10. Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Marcus J. Niemela Trust.
11. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:

PL Black Mountain Reserve LLC, an Arizona limited liability company



*First American Title*<sup>™</sup>

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule BI** (Continued)

Order No.: **06178469-128-V60**

12. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

PL Black Mountain Reserve LLC, an Arizona limited liability company


13. RECORD Deed from Marcus J. Niemela, Trustee of the Marcus J. Niemela Trust Dated July 30, 2008 to PL Black Mountain Reserve LLC, an Arizona limited liability company.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

14. COMPLIANCE with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee.

**End of Schedule BI**



 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No.: 06178469-128-V60

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. RESERVATIONS contained in the Patent from the United States of America, recorded in Book 404 of Deeds, page 150, reading as follows:  
  
 SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America; and  
  
 RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land.
2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
 This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:  
  
 Second half of 2016
4. MATTERS relating to water rights and facilities in connection therewith, as set forth in Deed:  
  

Recorded in <u>Docket</u>	<u>1626</u>
Page	<u>246</u>
5. EASEMENT and rights incident thereto, as set forth in instrument:  
  

Recorded in <u>Docket</u>	<u>12162</u>
Page	<u>27</u>
Purpose	public utilities and appurtenant facilities
6. RIGHTS OF PARTIES in possession.  
 NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.
7. INTENTIONALLY OMITTED.
8. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.  
 NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.



## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. 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.

### 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 service 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 the 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 to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

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### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**NOTICE OF TITLE POLICY DISCOUNTS**  
Residential Resale and Refinance Transactions – Arizona

Escrow No.: 06178469

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE:**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE:**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charge for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE:**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a Print must be ten-point type (pica) or larger.
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

**NOTICE  
OF  
IMPORTANT CHANGE TO ARIZONA NOTARY LAWS**

**If your client is a foreign citizen, you will want to be aware of this change.**

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government...." (A.R.S. 41-311.11.) Effective August 25, 2004, however, this provision has been amended to provided that the current form of identification must be issued by "the United States government or a state or tribal government...." This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will **NOT** meet the statutory identification requirements.

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

First American Title Insurance Company, a Nebraska 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 180 days 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.

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In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

**ISSUED BY**

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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**26-ZN-2016**  
**11/02/2016**

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.





*First American Title™*

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Schedule A

Order No.: **06178469-128-V60**

1. Effective Date: **10/20/16**, Amendment Date: **October 26, 2016**, Amendment No.: **1**
2. Policy or Policies to be issued: Amount
  - a. **ALTA 2006 Extended Owner's Policy** **\$700,000.00**  
Proposed Insured:  
**PL Black Mountain Reserve LLC, an Arizona limited liability company**
  - b. **None** **\$0.00**  
Proposed Insured:
  - c. **None** **\$0.00**  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is

**A Fee**


4. Title to the said estate or interest in the land is at the Effective Date vested in:  
**Marcus J. Niemela, Trustee of the Marcus J. Niemela Trust Dated July 30, 2008**

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

**See Exhibit A attached hereto and made a part hereof.**

By: \_\_\_\_\_

Authorized Countersignature

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Order No.: 06178469-128-V60

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

A Parcel of land located within the South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Southeast corner of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1;

Thence South 89 degrees 52 minutes 03 seconds West, along the South line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 634.82 feet to a point lying 25.00 feet East of the Southwest corner thereof;

Thence North 00 degrees 08 minutes 56 seconds West, along a line 25.00 feet East of and parallel to the West line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 329.66 feet to a point on the North line thereof;

Thence North 89 degrees 52 minutes 45 seconds East, along the North line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 92.93 feet;

Thence South 49 degrees 17 minutes 45 seconds East, departing said North line, a distance of 96.60 feet;

Thence South 00 degrees 08 minutes 40 seconds East, a distance of 198.59 feet;

Thence South 45 degrees 08 minutes 40 seconds East, a distance of 26.61 feet;

Thence South 60 degrees 00 minutes 57 seconds East, a distance of 84.99 feet to the point of curvature of a non tangent curve to the right, of which the radius point bears South 42 degrees 42 minutes 31 seconds East, a radial distance of 133.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 30 degrees 42 minutes 18 seconds, a distance of 71.27 feet;

Thence North 77 degrees 59 minutes 46 seconds East, a distance of 20.99 feet to a point of curvature to the left having a radius of 19.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 62 degrees 01 minutes 32 seconds, a distance of 20.57 feet to a point of reverse curvature to the right having a radius of 51.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 46 degrees 00 minutes 20 seconds, a distance of 40.95 feet;

Thence North 10 degrees 52 minutes 15 seconds West, a distance of 29.76 feet;

Thence North 35 degrees 01 minutes 08 seconds East, a distance of 178.57 feet;

Thence North 80 degrees 50 minutes 58 seconds East, a distance of 30.00 feet;



*First American Title*<sup>™</sup>

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Exhibit A** (Continued)

Order No.: **06178469-128-V60**


Thence South 54 degrees 58 minutes 52 seconds East, a distance of 112.38 feet;

Thence North 00 degrees 09 minutes 21 seconds West, a distance of 127.09 feet to a point on the North line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1;

Thence North 89 degrees 52 minutes 45 seconds East, along the North line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 35.00 feet to the Northeast corner thereof;

Thence South 00 degrees 09 minutes 21 seconds East, along the East line of said South half of the South half of the East half of the Northeast quarter of the Southwest quarter of Section 1, a distance of 329.54 feet to the POINT OF BEGINNING of the parcel herein described.

APN: 216-34-003R (A portion)

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

Order No.: **06178469-128-V60**

**REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

**TAX NOTE:**

Year	2016
Parcel No.	<u>216-34-003R 2</u>
Total Tax	\$2754.92
First Half	\$1342.54
Second Half	\$1377.46

5. PAY 1<sup>st</sup> half 2016 taxes, Parcel No. 216-34-003R (a portion)
  6. FURNISH the Company with Owner's Affidavit executed by Marcus J. Niemela, Trustee of the Marcus J. Niemela Trust Dated July 30, 2008
  7. INTENTIONALLY OMITTED.
  8. FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which became effective February 23, 2016. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 19, from Table A thereof.
- NOTE: 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.
9. APPROVAL by all parties as to the legal description referenced herein.
  10. Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Marcus J. Niemela Trust.
  11. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:

PL Black Mountain Reserve LLC, an Arizona limited liability company



*First American Title*<sup>™</sup>

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule BI** (Continued)

Order No.: **06178469-128-V60**

12. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

PL Black Mountain Reserve LLC, an Arizona limited liability company

13. RECORD Deed from Marcus J. Niemela, Trustee of the Marcus J. Niemela Trust Dated July 30, 2008 to PL Black Mountain Reserve LLC, an Arizona limited liability company.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

14. COMPLIANCE with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee.

**End of Schedule BI**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No.: 06178469-128-V60

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. RESERVATIONS contained in the Patent from the United States of America, recorded in Book 404 of Deeds, page 150, reading as follows:

SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America; and

RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land.

2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:

Second half of 2016

4. MATTERS relating to water rights and facilities in connection therewith, as set forth in Deed:

Recorded in <u>Docket</u>	<u>1626</u>
Page	<u>246</u>

5. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in <u>Docket</u>	<u>12162</u>
Page	<u>27</u>
Purpose	public utilities and appurtenant facilities

6. RIGHTS OF PARTIES in possession.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

7. INTENTIONALLY OMITTED.

8. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.



**First American Title™**

## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source such as information obtained from a public record or from another person or entity. 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.

### 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 service 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 the 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 to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](#) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

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### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**NOTICE OF TITLE POLICY DISCOUNTS**  
Residential Resale and Refinance Transactions – Arizona

Escrow No.: 06178469

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE:**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE:**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charge for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE:**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a Print must be ten-point type (pica) or larger.
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

**NOTICE  
OF  
IMPORTANT CHANGE TO ARIZONA NOTARY LAWS**

**If your client is a foreign citizen, you will want to be aware of this change.**

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government..." (A.R.S. 41-311.11.) Effective August 25, 2004, however, this provision has been amended to provide that the current form of identification must be issued by "the United States government or a state or tribal government..." This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will **NOT** meet the statutory identification requirements.

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.



*First American Title™*

**Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

**Commitment**

First American Title Insurance Company, a Nebraska 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 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

**ISSUED BY**

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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**26-ZN-2016**  
**11/02/2016**

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.



*First American Title*<sup>TM</sup>

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule A**

Order No.: **06177946-128-V60**

1. Effective Date: **10/26/16**, Amendment Date: **November 1, 2016**, Amendment No.: **4**
  
2. Policy or Policies to be issued: Amount
  - a. **ALTA 2006 Extended Owner's Policy** **\$2,550,000.00**  
Proposed Insured:  
PL Black Mountain Reserve LLC, an Arizona limited liability company
  
  - b. **None** **\$0.00**  
Proposed Insured:
  
  - c. **None** **\$0.00**  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is


**A Fee**

4. Title to the said estate or interest in the land is at the Effective Date vested in:  
**Ashwinikumar Patil, a married man, as his sole and separate property**

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

**See Exhibit A attached hereto and made a part hereof.**

By:   
Authorized Countersignature

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Order No.: 06177946-128-V60

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

**PARCEL NO. 1:**

The West half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, and all uranium, thorium, or other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), as set forth in Patent of said land.

**PARCEL NO. 2:**

That portion of the West half of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of the West half of the Southeast quarter of the Southwest quarter of said Section 1;

THENCE North 89° 52' 07" East along the North line of the West half of the Southeast quarter of the Southwest quarter of said Section 1 a distance of 659.79 feet to the Northeast corner of the West half of the Southeast quarter of the Southwest quarter of said Section 1;

THENCE South 00° 09' 51" East along the East line of the West half of the Southeast quarter of the Southwest quarter of said Section 1 a distance of 644.81 feet;

THENCE South 89° 49' 14" West a distance of 291.54 feet to a point of curvature to the right whose center bears North 00° 10' 46" West, a radius of 25.00 feet;

THENCE along the arc of said curve an arc distance of 32.50 feet, a central angle of 74° 28' 41", a tangent distance of 19.00 feet, a chord distance of 30.26 feet and a chord bearing of North 52° 56' 25" West to a point of reverse curvature to the left whose center bears South 74° 17' 55" West, a radius of 46.00 feet;

THENCE along the arc of said curve an arc distance of 204.31 feet, a central angle of 254° 28' 41", a tangent distance of 60.52 feet, a chord distance of 73.24 feet and a chord bearing of South 37. 03' 35" West;

THENCE South 89° 49' 14" west a distance of 299.94 feet to a point on the West line of the West half of the Southeast quarter of the Southwest quarter of said Section 1;

THENCE North 00° 09' 21" West along said West line a distance of 685.37 feet to the TRUE POINT OF BEGINNING;

EXCEPT all minerals, and all uranium, thorium, or other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), as set forth in Patent of said land.



*First American Title*<sup>TM</sup>

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Schedule BI

Order No.: **06177946-128-V60**

### REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

**TAX NOTE:**

Year	2016
Parcel No.	216-34-003N 6
Total Tax	\$2,112.42
First Half	\$1,056.21 Paid
Second Half (Parcel No. 1)	\$1,056.21 Unpaid

**TAX NOTE:**

Year	2016
Parcel No.	216-34-269 4
Total Tax	\$4,004.42
First Half	\$2,002.21 Paid
Second Half (Parcel No. 2)	\$2,002.21 Unpaid

5. Approval by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.
6. FURNISH the Company with Owner's Affidavit executed by Ashwinikumar Patil
7. **INTENTIONALLY OMITTED.**
8. **INTENTIONALLY OMITTED.**
9. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:

PL Black Mountain Reserve LLC, an Arizona limited liability company

10. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

PL Black Mountain Reserve LLC, an Arizona limited liability company





*First American Title*<sup>TM</sup>

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**


**Schedule BI** (Continued)

Order No.: 06177946-128-V60

11. RECORD Deed from Ashwinikumar Patil, a married man, as his sole and separate property, to PL Black Mountain Reserve LLC, an Arizona limited liability company

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

**End of Schedule BI**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No.: 06177946-128-V60

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof and RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land.
2. **INTENTIONALLY OMITTED.**
3. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2<sup>nd</sup> half 2016
5. Deed for Right of Way and rights incident thereto, as set forth in instrument:  
  

Recorded in Docket	2677
Page	418
Purpose	highway
(Parcel No. 1)	
6. EASEMENT and rights incident thereto, as set forth in instrument:  
  

Recorded in Docket	12162
Page	26
Purpose	public utilities and appurtenant facilities
(Parcel No. 2)	
7. EASEMENT and rights incident thereto, as set forth in instrument:  
  

Recorded in Docket	12162
Page	28
Purpose	public utilities and appurtenant facilities
(Parcel No. 1)	
8. EASEMENT and rights incident thereto, as set forth in instrument:  
  

Recorded in Docket	12410
Page	406
Purpose	ingress and egress
(Parcel No. 1)	



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**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule BII** (Continued)

Order No.: 06177946-128-V60

9. EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin set forth on map:

Recorded in Book                      679 of Maps  
Page    45

10. INTENTIONALLY OMITTED.  
11. INTENTIONALLY OMITTED.  
12. INTENTIONALLY OMITTED.



**First American Title™**

## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. 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.

### 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 service 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 the 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 to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

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**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**NOTICE OF TITLE POLICY DISCOUNTS**  
Residential Resale and Refinance Transactions – Arizona

Escrow No.: 06177946

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE:**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE:**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charged for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

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OF  
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To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.



 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

First American Title Insurance Company, a Nebraska 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 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

---

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

**ISSUED BY**

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



*First American Title*<sup>TM</sup>

## Commitment for Title Insurance

BY

**First American Title Insurance Company**


# Schedule A

Order No.: **06177945-128-V60**

1. Effective Date: **10/26/16**, Amendment Date: **November 1, 2016**, Amendment No.: **3**
2. Policy or Policies to be issued: Amount
  - a. **ALTA 2006 Extended Owner's Policy** **\$850,000.00**  
Proposed Insured:  
**PL Black Mountain Reserve LLC, an Arizona limited liability company**
  - b. **None** **\$0.00**  
Proposed Insured:
  - c. **None** **\$0.00**  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is  
**A Fee**
4. Title to the said estate or interest in the land is at the Effective Date vested in:  
**Tran Ventures, LLC**
5. The land referred to in this Commitment is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

By: \_\_\_\_\_

Authorized Countersignature

 <p data-bbox="343 193 690 226"><i>First American Title</i>™</p>	<p data-bbox="756 142 1305 178"><b>Commitment for Title Insurance</b></p> <p data-bbox="756 205 779 220">BY</p> <p data-bbox="756 247 1354 283"><b>First American Title Insurance Company</b></p>
<p data-bbox="145 319 416 373"><b>Exhibit A</b></p>	

Order No.: 06177945-128-V60


**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

The East half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT therefrom all minerals, uranium, thorium, or other material which is or may be determined to be peculiarly essential to the production of fissionable material as set forth in the Patent recorded in Docket 1415, Page 212, records of Maricopa County, Arizona; and

EXCEPT the East 35 feet as conveyed to the City of Scottsdale in Deed recorded in Document No. 2015-0085836, records of Maricopa County, Arizona.

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

Order No.: 06177945-128-V60

**REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

TAX NOTE:

Year	2016
Parcel No.	216-34-003T 8
Total Tax	\$2,212.82
First Half	\$1,106.41 Unpaid
Second Half	\$1,106.41 Unpaid

5. FURNISH the Company with Owner's Affidavit executed by Tran Ventures, L.L.C., an Arizona limited liability company
6. **INTENTIONALLY OMITTED.**
7. **INTENTIONALLY OMITTED.**
8. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:  
  
Tran Ventures, L.L.C., an Arizona limited liability company
9. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.  
  
Tran Ventures, L.L.C., an Arizona limited liability company
10. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:  
  
PL Black Mountain Reserve LLC, an Arizona limited liability company
11. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.  
  
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*First American Title*™

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule BI** (Continued)


Order No.: **06177945-128-V60**

- 12. RECORD Deed from Tran Ventures, L.L.C., an Arizona limited liability company, to PL Black Mountain Reserve, LLC, an Arizona limited liability company.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

- 13. PAY 1<sup>st</sup> half taxes, Parcel No. 216-34-003T.

**End of Schedule BI**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No.: 06177945-128-V60

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof and RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land.
2. **INTENTIONALLY OMITTED.**
3. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2<sup>nd</sup> half 2016
5. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Docket                      12162  
Page    28  
Purpose                                        public utilities
6. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Docket                      12410  
Page    406  
Purpose                                        ingress and egress
7. RIGHT OF THE CITY OF SCOTTSDALE to cut back and trim such portions of branches and tops of trees now growing or which may hereafter grow or extend over the right-of-way, as set forth in instrument recorded in Document No. 2015-0085836.
8. **INTENTIONALLY OMITTED.**
9. **INTENTIONALLY OMITTED.**
10. **INTENTIONALLY OMITTED.**



## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. 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.

### 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 service 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 the 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 to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

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**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
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To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.



*First American Title™*

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

First American Title Insurance Company, a Nebraska 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 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

---

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

**ISSUED BY**

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**26-ZN-2016**  
**11/02/2016**

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.



*First American Title*<sup>TM</sup>

**Commitment for Title Insurance**

BY

**First American Title Insurance Company**

**Schedule A**

Order No.: **06178545-128-V60**

1. Effective Date: **10/26/16**
2. Policy or Policies to be issued: Amount
  - a. **None** **\$0.00**  
Proposed Insured:  
**City of Scottsdale**
  - b. **None** **\$0.00**  
Proposed Insured:
  - c. **None** **\$0.00**  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is

**A FEE**

4. Title to the estate or interest in the land is at the Effective Date vested in:


**PL Black Mountain Reserve LLC, an Arizona limited liability company**

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

**See Exhibit A attached hereto and made a part hereof.**

By: \_\_\_\_\_

Authorized Countersignature

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Order No.: 06178545-128-V60

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

That portion of the West half of the Southeast quarter of the Southwest quarter of Section 1, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 1;

Thence North 89 degrees 49 minutes 14 Seconds East along the South line of said Section 1, a distance of 1319.97 feet;

Thence North 00 degrees 09 minutes 21 seconds West along the West line of the West half of the Southeast quarter of the Southwest quarter of said Section 1, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 00 degrees 09 minutes 21 seconds West along said West line, a distance of 593.97 feet;

Thence North 89 degrees 49 minutes 14 seconds East, a distance of 319.94 feet;

Thence South 00 degrees 09 minutes 36 seconds East, a distance of 593.97 feet;

Thence South 89 degrees 49 minutes 14 seconds West, a distance of 319.98 feet to the TRUE POINT OF BEGINNING;

EXCEPT all minerals in said land as reserved to the United States in Patent; and

EXCEPTING all uranium, thorium or other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, pursuant to the provisions of the Act of August 3, 1946 (60 Stat. 755), as set forth in Patent to said land.

APN:



 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

Order No.: **06178545-128-V60**

**REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

**TAX NOTE:**

Year	2016
Parcel No.	<u>216-34-267</u>
Total Tax	\$2,594.82
First Half	\$1,297.41 Paid
Second Half	\$1,297.41 Unpaid

5. PROPER showing that all regular and special assessments levied by the district named below, now due and payable, are paid in full.  
  
Carefree Water District
6. We find no open deeds of trust of record. Please verify by inquiry of the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
7. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:  
  
PL Black Mountain Reserve LLC, an Arizona limited liability company
8. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:  
  
PL Black Mountain Reserve LLC, an Arizona limited liability company
9. RECORD Deed from PL Black Mountain Reserve LLC, an Arizona limited liability company to Pinnacle Land Development, LLC, an Arizona limited liability company.  
  
NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.
10. FURNISH the Company with Owner's Affidavit executed by PL Black Mountain Reserve LLC, an Arizona limited liability company

**Lender's Note:** The purported address as disclosed by the Maricopa County Assessors office is as follows: **34834 N. 83rd St., Scottsdale, AZ.**



*First American Title*<sup>™</sup>

**Commitment for Title Insurance**


BY

**First American Title Insurance Company**

**Schedule BI** (Continued)

Order No.: 06178545-128-V60

**End of Schedule BI**

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Order No.: 06178545-128-V60

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
    2<sup>nd</sup> half 2016
  
2. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Carefree Water District recorded in Docket 14056, Page 1604.
  
3. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded Ross Property Division recorded in Book 679 of Maps, Page 45.
  
4. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
  
5. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
  
6. RIGHTS OF PARTIES in possession.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.
  
7. EASEMENT and rights incident thereto, as set forth in instrument:  
  

Recorded in Book	<u>71 of Miscellaneous</u>
Page	474
Purpose	electric line



## Privacy Information

### 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 subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. 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.

### 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 service 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 the 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 to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**NOTICE OF TITLE POLICY DISCOUNTS**  
Residential Resale and Refinance Transactions – Arizona

**Escrow No.: 06178545**

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE:**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE:**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charge for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE:**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a Print must be ten-point type (pica) or larger.
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

**NOTICE  
OF  
IMPORTANT CHANGE TO ARIZONA NOTARY LAWS**

**If your client is a foreign citizen, you will want to be aware of this change.**

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government " (A R S 41-311 11 ) Effective August 25, 2004, however, this provision has been amended to provide that the current form of identification must be issued by "the United States government or a state or tribal government " This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will **NOT** meet the statutory identification requirements

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U S or state identification



# Community C

TO PLACE AN AD, PLEASE CALL 602-444-4444

6830

Public Notices

6830

Public Notices

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Public Notices



## NOTICE OF CITY COUNCIL HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Scottsdale, Arizona, will hold a public hearing on April 25, 2017, at 5:00 P.M. in the City Hall Kiva, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

### 8-AB-2016

(Abandonment for Monument Sign) Request by owner to abandon a portion of the north ten (10) feet of the sixty-five (65) foot half street right-of-way for E. Thomas Road, for the property located at 7150 E. Thomas Road with Highway Commercial (C-3) zoning. Staff contact person is Jeff Barnes, 480-312-2376. Applicant contact person is Anna Lauri, 949-813-9144.

### 12-AB-2016

(Desert Star Acres Abandonment) Request by owner to abandon the twenty-five (25) foot wide Future Roadway Easement located along the northern boundary of three (3) properties on the south side of Cactus Road with Single-family Residential District (R1-35) zoning located at 12187 N. 76th Place, 7655 E. Cactus Road, and 7667 E. Cactus Road. Staff contact person is Jeff Barnes, 480-312-2376. Applicant contact person is Robert Sonders, 720-530-0567.

### 26-ZN-2016

(84th & Black Mountain) Request by owner for a Zoning District Map Amendment from Single-family Residential Environmentally Sensitive Lands (R1-190/ESL) district to Single-family Residential Environmentally Sensitive Lands (R1-43/ESL) district, on a +/- .45-acre site located at the northwest corner of N. 84th Street and E. Black Mountain Road. Staff contact person is Jesus Munilo, 480-312-7849. Applicant contact person is Court Rich, 480-505-3937.

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard  
Online at: <http://www.scottsdaleaz.gov/council/meeting-information/agendas-minutes>

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

CHAIRMAN

Attest  
Lorraine Castro  
Planning Specialist

For additional information visit our web site at [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov)

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING LORRAINE CASTRO (480-312-7620). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT LORRAINE CASTRO (480-312-7620).

# Community Classified

TO PLACE

5324 Miscellaneous For Sale

**STORAGE CONTAINERS FOR SALE.** Portable storage containers 40' long all steel water and rodent proof CALL 480-360-0844/480-360-0844

**Make your next yard sale a success!**  
 4 Lines.  
 2 Days.  
**\$23**

REPUBLIC CLASSIFIED  
 Call 602-444-4444  
 The one that works

6830 Public Notices

6830 Public Notices

6830 Public Notices



**NOTICE OF CITY COUNCIL HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of Scottsdale, Arizona, will hold a public hearing on March 21, 2017, at 5:00 P.M. in the City Hall Kiva, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

- 2-TA-2016** (Sign Ordinance Update - Temporary Signs) Request by the City of Scottsdale to amend the City's Zoning Ordinance (Ordinance No. 455), Article VII. (General Provisions), and Article VIII. (Sign Requirements), for the purposes of modifying the sign requirements for temporary and semi-permanent signs, and to remove special event sign regulations from the Zoning Ordinance. Staff contact person is Andrew Chi, 480-312-7828.
- 24-ZN-2016** (DPMG Hayden) Request by owner for a Zoning District Map Amendment from Industrial Park (I-1) zoning to General Commercial (C-4) zoning on a +/- 2.1-acre site located at 15000 N. Hayden Road. Staff contact person is Brad Carr, AICP, 480-312-7713. Applicant contact person is John Berry, 480-385-2727.
- 4-GP-2016** (Scottsdale Heights) Request by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 from Commercial to Urban Neighborhoods on +/- 14-acres of a +/- 15.5-acre site located at 7225 East Dove Valley Road. Staff contact person is Keith Niederer, 480-312-2953. Applicant contact person is John Berry, 480-385-2727.
- 9-ZN-2016** (Scottsdale Heights) Request by owner for a Zoning District Map Amendment from Central Business District, Environmentally Sensitive Lands (C-2 ESL) to Medium Density Residential, Environmentally Sensitive Lands (R-3 ESL) on +/- 14-acres of a +/- 15.5-acre site located at 7225 East Dove Valley Road. Staff contact person is Keith Niederer, 480-312-2953. Applicant contact person is John Berry, 480-385-2727.
- 10-AB-2016** (Scottsdale Heights Roadway Easement Abandonment) Request by owner to abandon the eastern 30-feet of a 55-foot-wide roadway easement along the western edge of a property located at 7225 E. Dove Valley Road, with Central Business District, Environmentally Sensitive Lands (C-2 ESL) zoning. Staff contact person is Keith Niederer, 480-312-2953. Applicant contact person is John Berry, 480-385-2727.

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

CITY COUNCIL

Attest  
 Alex Acevedo  
 Planning Specialist

For additional information visit our web site at [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov)

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING ALEX ACEVEDO (480-312-2542). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT ALEX ACEVEDO (480-312-2542).

6830 Public Notices

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6830 Public Notices



**NOTICE OF PLANNING COMMISSION HEARING**

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Scottsdale, Arizona, will hold a public hearing on March 22, 2017, at 5:00 P.M. in the City Hall Kiva, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

- 8-AB-2016** (Abandonment for Monument Sign) Request by owner to abandon a portion of the north ten (10) feet of the sixty-five (65) foot half street right-of-way for E. Thomas Road, for the property located at 7150 E. Thomas Road with Highway Commercial (C-3) zoning. Staff contact person is Jeff Barnes, 480-312-2376. Applicant contact person is Anna Lauri, 949-813-9144.
- 12-AB-2016** (Desert Star Acres Abandonment) Request by owner to abandon the twenty-five (25) foot wide Future Roadway Easement located along the northern boundary of three (3) properties on the south side of Cactus Road with Single-family Residential District (R1-35) zoning located at 12187 N 76th Place, 7655 E. Cactus Road, and 7667 E. Cactus Road. Staff contact person is Jeff Barnes, 480-312-2376. Applicant contact person is Robert Sonders, 720-530-0567.
- 26-ZN-2016** (84th & Black Mountain) Request by owner for a Zoning District Map Amendment from Single-family Residential Environmentally Sensitive Lands (R1-190/ESL) district to Single-family Residential Environmentally Sensitive Lands (R1-43/ESL) district, on approximately +/-45-acre site located at the northwest corner of N. 84th Street and E. Black Mountain Road. Staff contact person is Jesus Murillo, 480-312-7849. Applicant contact person is Alex Stedman, 480-994-0994.

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard  
 Online at: <http://www.ScottsdaleAZ.gov/Boards/planning-commission>

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

CHAIRMAN

Attest  
 LORRAINE CASTRO  
 Planning Specialist

For additional information visit our web site at [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov)

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING LORRAINE CASTRO (480-312-7620). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT LORRAINE CASTRO (480-312-7620).



**Project Name:** Sign Ordinance Update - Te  
**Case Numbers:** 2-TA-2016  
**Location:** City-Wide  
**Purpose:** Text Amendment to modify

To approve a text amendment to the City the Zoning Ordinance (Ord. No. 455) for the sign requirements for temporary and to remove special event sign regulation Ordinance.

**Staff/Applicant contact:** Andrew Chi, 480

A copy of the proposed amendments is available for East Indian School Road, Scottsdale, Arizona.

For more information, call 480-312-7898 or click 'Hearing Process' at: <http://www.ScottsdaleAz.gov/>

NOTICE IS HEREBY GIVEN that the City Council of the Arizona, will hear public comment regarding these below:

**Hearing Date:** March 21, 2017 @ 5 P.M.  
**Location:** City Hall Kiva, 3939 N. Drink

Attest  
 Alex Acevedo  
 Planning Specialist

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING ALEX ACEVEDO (480-312-2542). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT ALEX ACEVEDO AT 480-312-2542



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