

**207 Waiver**

**Title**

**Legal Description**

**Policy or Appeals**

**Correspondence Between Legal & Staff**

**Letter of Authorization**

1/2

# Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

**THERESA A. BOKS, AS HER SOLE AND SEPRATE PROPERTY**

do/does hereby convey to

**STEVE ROBLES and THERESA ROBLES, HUSBAND AND WIFE**

the following real property situated in Maricopa, County, Arizona:

Lot 228, VILLAGE GROVE SIX, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 76 of Maps, page 39.

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

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated this 13 day of Dec 2002

*Theresa A. Boks*  
THERESA A. BOKS

\_\_\_\_\_

STATE OF ARIZONA

County of Maricopa

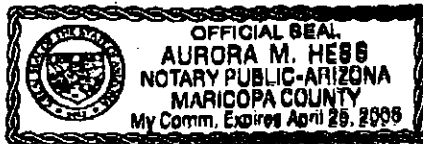
} ss

This instrument was acknowledged before me this \_\_\_ day of DECEMBER, 2002 by THERESA A. BOKS

*Aurora M. Hess*

Notary Public

My commission will expire 4-25-06



STATE OF

County of

} ss

This instrument was acknowledged before me this \_\_\_ day of \_\_\_ by

\_\_\_\_\_  
Notary Public  
My commission will expire \_\_\_\_\_



# Appeals of Dedication, Exactions, or Zoning Regulations



## Rights of Property Owner

In addition to the 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 of 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) when 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 decision.

## Appeal Procedure

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

- 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 nevo with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:  
City's Attorney's Office  
3939 Drinkwater Blvd.  
Scottsdale, AZ 85251  
480-312-2405

Address your appeal to:  
Hearing Officer, C/O City Clerk  
3939 Drinkwater Blvd  
Scottsdale, AZ 85251

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.

## Planning and Development Services

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

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:

6816 E. Coronado Rd. Scottsdale AZ 85257

(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

32064-9-1-1--  
sarabiam

WHEN RECORDED RETURN TO:  
City of Scottsdale  
One Stop Shop/Records  
Ben Moriarity  
7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

### DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made as of the 8th day of November 2017, by and between Steve Robles and Theresa Robles, (the "Property Owner"), whose principal address is 6816 E. Coronado Rd., Scottsdale, Arizona 85257 and the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona, (the "City").

#### RECITALS

- A. The City is authorized under Arizona's Uniform Conservation Act, Arizona Revised Statutes, Sections 33-271 through 276, inclusive (collectively, as and if amended, the "Act") to accept easements to protect property significant in Arizona history and culture for the education of the general public.
- B. The City is a municipal corporation whose responsibilities include the protection of the public interest in preserving architecturally significant structures within the City of Scottsdale.
- C. The Property Owner is the owner in fee simple of that certain property located at 6816 E. Coronado Rd., Scottsdale, Maricopa County, Arizona, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), including all improvements, fixtures and buildings thereon (the "Structures"). (Any reference to the "Property" hereinafter shall be deemed to include each of the "Structures".)
- D. The Property is listed on the Scottsdale Historic Register; and the Property Owner and the City recognize the historical or architectural value and significance of the Property and have the common purpose of conserving and preserving the aforesaid value and significance of the Property.

E. On August 4, 2017, the Property Owner executed an Exterior Rehabilitation Program Agreement (the "Program Agreement"), wherein the Property Owner has agreed to sell to the City an Easement on the Property to maintain an unobstructed view of the exterior surfaces of each of the Structures (collectively, the "Facades"), including all fences, walls, or fixtures on the Property, and to maintain the Facades in the condition described herein.

F. In order to effectuate the obligations of the Property Owner under the Program Agreement, the Property Owner desires to sell, grant, convey, transfer and assign to the City and the City, pursuant to the Act, desires to accept an Easement on the Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the City's payment to the Property Owner of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Property Owner agree as follows:

1. Grant of Easement: The Property Owner does hereby irrevocably grant, convey, transfer and assign unto the City an Easement, as provided for under the Act, in gross for a term from the date hereof and through and including ten (10) years (the "Term"), to preserve an unobstructed view of the Facades, and to perform the covenants contained herein, which Easement shall contribute to the public purpose of conserving and preserving the Facades and accomplishing the other objectives set forth herein. Without limitation, the Property Owner shall not allow or suffer to exist upon the Property any obstructions to views of the Facades from properties adjacent to the Property except such as may exist at the time of the creation of this Easement. This document runs with the land in favor of the City's successors and assigns.

2. Property Owner's Covenants: In furtherance of the Easement herein granted, the Property Owner hereby covenants and agrees with the City as follows:

2.1 Documentation of the Exterior Condition of the Facades. For the purpose of this Easement, the owner or his designee has depicted the exterior Facades in an original set of photographs dated thirty (30) days prior to the date of the execution of this Easement (collectively, the "Photographs") and filed in the office of the City of Scottsdale Preservation Division, or designated successor. The exterior condition and appearance of the Facades as depicted in the Photographs is deemed to describe their external nature as of the date hereof.

2.2 Maintenance of the Facades. The Property Owner will, at all times, maintain each of the Structures and their respective Facades in a good and sound state of repair in accordance with the City's existing guidelines for the historic district in which the Property is located (the "Standards") so as to prevent the deterioration of the Facades or any portion thereof; to prevent visual obstruction of the Facades from public viewpoints such as adjacent streets; and prevent the intrusion of new improvements, walls, fences, statues, landscaping or fixtures which substantially modify the public view of the Property and its associated streetscape and open space, and are deemed to be not in accordance with the Standards delineated above. The Property Owner will request and obtain advance approval from the City Preservation Division prior to implementing any physical changes to Structures or Facades on the Property, or which would materially alter the view of the Facades from public viewpoints. This provision does not apply to routine maintenance, landscaping other than hardscape improvements, or installation of sprinkler systems. Subject to the casualty provisions

of Paragraph 4 below, this obligation to maintain shall require replacement, repair and reconstruction according to the Standards within a reasonable time whenever necessary to have the external nature of the Structure at all times appear to be the same as shown in the Photographs.

2.3 Maintenance of the Structural Elements. The Property Owner will maintain and repair each of the Structures as is required to ensure the structural soundness and the safety of the Structures and the Facades.

2.4 Inspection. In order to periodically observe the Structures and Facades, representatives of the City shall have the right to enter the Property to inspect the exterior Facade. This inspection will be made at a time mutually agreed upon between the Property Owner and the City, or, if no time is mutually agreed upon, at any time during normal business hours after not less than forty-eight hours notice to the Property Owner by the City.

2.5 Conveyance and Assignment. The City may convey, transfer and assign this Easement to a similar local, state or national organization whose purposes, inter alia, are to promote historic preservation, and which is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, provided that any conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out.

2.6 Insurance. The Property Owner, at their sole cost and expense, shall at all times (a) keep the Structures insured at their replacement cost value on an "all risk" basis to ensure complete restoration of the Facades in the event of loss or physical damage. Said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Property Owner shall provide a Certificate of Insurance to the City evidencing such insurance, including an endorsement naming the City as a loss payee; and (b) carry and maintain liability insurance in an amount satisfactory to the City to protect against injury to visitors or other persons on the property, and to provide a Certificate of Insurance to the City evidencing such insurance, and naming the City as an additional insured on the policy.

2.7 Visual Access. The Property Owner agrees not to substantially obstruct the opportunity of the general public to view the exterior architectural and archaeological features of the Property from adjacent publicly accessible areas such as public streets and sidewalks. The Property Owner shall obtain advance approval from the City Preservation Division for any proposed changes to the Property that would obstruct or modify the general public view of the exterior architectural or archeological features of the Property from adjacent publicly accessible areas. If the Structures are not visible from a public area, then the Property Owner agrees that the general public shall be given the opportunity on a periodic basis to view the characteristics and features of the Facades that are preserved by this Easement to the extent consistent with the nature and conditions of the Property.

3. Warranties and Representations of the Property Owner. The Property Owner hereby represents, covenants and warrants to the City as follows:

3.1 Information Furnished, True and Correct. All information given to the City by the Property Owner in order to induce the City to accept this Easement, including all information contained in this Easement, is true, correct and complete.

3.2 Legal, Valid and Binding. The Property Owner is lawfully seized and possessed of the Property, has a good and lawful right to make the conveyance described herein, and this Easement is in all respects, legal, valid and binding upon the Property Owner and enforceable in accordance with its terms, and grants to the City a direct, valid and enforceable conservation easement. The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind the Property Owner have joined in this document. The City shall have quiet title and possession against the claims of all persons.

3.3 No Impairment of Easement. The Property Owner, for himself, his heirs, personal representatives, and assigns, has not reserved, and to his knowledge, no other person or entity has reserved, any rights, the exercise of which may impair the Easement granted herein.

4. Application of Insurance Proceeds. Subject to the insurance proceeds requirements of any recorded Deed of Trust or Mortgage applicable to the Property, in the event of damage or destruction of any of the Structures resulting from casualty, the Property Owner agrees to apply all available insurance proceeds and donations to the repair and reconstruction of each of the damaged Structures. In the event the City determines, in its sole and absolute discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that the damage to the Structures is of such magnitude and extent that repair of the damage and reconstruction of the Structures would not be practical, then the Property Owner may elect not to repair or reconstruct the damaged Structures. In such event the Property Owner will pay to the City the amount the City paid to the Property Owner for this Easement as set forth in the Program Agreement. Notwithstanding the foregoing, in the event the City notifies the Property Owner in writing that the City has determined that repair and reconstruction of the damaged Structures is impossible or impractical and that the damaged Structures presents an imminent hazard to public safety, the Property Owner will at their sole cost and expense raze the damaged Structures and remove all debris, slabs, and any other portions and parts of the damaged Structures within the time period required by the City to protect the health, safety and welfare of the public, unless the Property Owner has commenced and is diligently pursuing repair or reconstruction of the damaged Structures. Upon razing of the damaged portion of the Structures, the City shall release any interest it has in the insurance proceeds. Nothing in this paragraph is intended to supersede or impair the rights to insurance proceeds of a lienholder pursuant to a recorded Deed of Trust of Mortgage applicable to the Property.

5. Indemnification. The Property Owner covenants that he shall pay, protect, indemnify, hold harmless and defend the City, its officers, employees, agents, independent contractors and elected officials, at the Property Owner's sole cost and expense from any and all liabilities, claims, costs, attorneys' fees, judgments or expenses asserted against the City, its officers, employees, agents, independent contractors and elected officials, resulting from actions or claims of any nature arising out of the conveyance, possession, administration or exercise of rights under this Easement, except in such matters arising solely from the gross

negligence of the City, or its officers, employees, agents, independent contractors or elected officials.

5.1 Survival of Indemnification. The obligations of the Property Owner under this indemnification shall continue beyond the term of this Easement for claims accruing for a period of two (2) years.

5.2 Explanation of Indemnification. For purposes of explanation of Paragraph 5 only, and without in any manner limiting the extent of the foregoing indemnification, the Property Owner and the City agree that the purpose of Paragraph 5 is to require the Property Owner to bear the expense of any claim made by any party against the City, which arises because the City has an interest in the Property as a result of this Easement, or because of any actions taken by the City pursuant to the Program Agreement or this Easement.

6. Default/Remedy. In the event (a) the Property Owner fails to perform any obligation of the Property Owner set forth herein or in the Program Agreement, or otherwise fails to comply with any stipulation or restriction set forth herein, or (b) any representation or warranty of the Property Owner set forth herein is determined by the City to have been untrue when made, in addition to any remedies now or hereafter provided by law and in equity, the City or its designee, following prior written notice to the Property Owner, may (aa) institute suit(s) to enjoin such violation by ex parte, temporary, preliminary or permanent injunction, including prohibitory and or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Easement, or (bb) enter upon the Property, correct any such violation, and hold the Property Owner responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property. In the event the Property Owner violates any of its obligations under this Easement, the Property Owner shall reimburse the City for any and all costs and expenses incurred in connection therewith, including all court costs and attorneys' fees.

7. Waiver. The exercise by the City or its designee of any remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. Effect and Interpretation. The following provisions shall govern the effectiveness and duration of this Easement:

8.1 Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the transfer of rights and restrictions on use herein contained.

8.2 Invalidity of the Act. This Easement is made pursuant to the Act as the same now exists or may hereafter be amended, but the invalidity of such Act or any part thereof, or the passage of any subsequent amendment thereto, shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties hereto to agree and to bind themselves, their successors, heirs and assigns, as applicable, during the Term hereof, whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent thereto.

8.3 Violation of Law. Nothing contained herein shall be interpreted to authorize or permit the Property Owner to violate any ordinance or regulation relating to building materials, construction methods or use, and the Property Owner agrees to comply with all applicable laws, including, without limitation, all building codes, zoning laws and all other laws related to the maintenance and demolition of historic property. In the event of any conflict between any such laws and the terms hereof, the Property Owner promptly shall notify the City of such conflict and shall cooperate with City and the appropriate authorities to accommodate the purposes of both this Easement and such ordinance or regulation.

8.4 Amendments and Modifications. For purposes of furthering the preservation of the Facades, the Structures and the other Property and the other purposes of this Easement, and to meet changing conditions, the Property Owner and the City are free to amend jointly the terms of this Easement in writing without notice to any party; provided, however, that no such amendment shall limit the terms or interfere with the conservation purposes of this Easement. Such amendment shall become effective upon recording the same among the land records of Maricopa County, Arizona, in the office of the County Recorder.

8.5 No Third Party Beneficiaries: It is not the intention of the parties hereto that any third party who is not an assignee of an interest of any of the parties will have the right to enforce or benefit from any of the provisions of this Easement or the Program Agreement.

8.6 Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Easement by the Property Owner.

8.7 Feminine and Masculine. For purposes of this Easement, the feminine shall include the masculine and the masculine shall include the feminine.

IN WITNESS WHEREOF, the Property Owner and the City executed this Easement on the date first above written, which Easement shall be effective immediately upon such execution.

"PROPERTY OWNER"

By: [Signature]

By: [Signature]

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December 2019, by LORRAINE CASTRO

[Signature]  
Notary Public

My Commission Expires:  
11/15/2020



**EXHIBIT "A"**

**Legal Description**  
**6816 E. Coronado Road**  
**Scottsdale, AZ 85257**

LOT 228, VILLAGE GROVE SIX, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 76 of Maps, Page 39.

ATTACH THIS FORM  
TO THE BACK OF THE OTHER DEDICATION DOCUMENT  
AND RECORD THEM TOGETHER



**CITY OF SCOTTSDALE  
CONFIRMATION OF NEW DEDICATION**

Project No. 28-HP-2017

APN 129-08-077

MIN \_\_\_\_\_

MERS Telephone Number (888) 679-6377

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received  
Mortgage Electronic Registration Systems, Inc., as nominee for Caliber Home Loans, Inc.  
its successors and assigns, P.O.Box 2026, Flint, MI 48501 (collectively "Beneficiary"), being the  
holder of a deed of trust, mortgage or other document recorded September 25, 2017 at  
document No. 2017-0705037 of the public records of Maricopa County,  
Arizona, does hereby approve, join in, and confirm as to its interests the grant and conveyance  
to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), described in the \_\_\_\_\_  
Deed of Conservation Easement to which this Confirmation of New  
Dedication is attached.

Beneficiary hereby warrants and covenants to Grantee and its successors and assigns that  
Beneficiary is lawfully seized and possessed of its above-described interest in the Property; that  
Beneficiary has a good and lawful right to make the conveyance described herein; and that  
Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization  
warrants his or her authority to do so and that all persons necessary to bind Beneficiary have  
joined in this document. This document runs with the land in favor of Grantee's successors and  
assigns.

DATED this 13<sup>th</sup> day of December, 2017

Beneficiary: \_\_\_\_\_

for Mortgage Electronic Registration Systems, Inc.

Frances Stewart

FRANCES Stewart  
AVP Operations Support





# ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

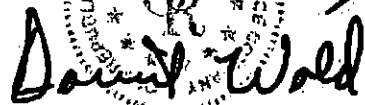
Issued through the Office of:

**Pioneer Title Agency, Inc.**

7310 N. 16th Street Suite 250  
Phoenix, AZ 85020

Authorized Signatory

**Old Republic National Title Insurance Company**  
400 Second Avenue South  
Minneapolis, Minnesota 55401

By  **Matthew Bissinger** President  
Attest  **David Wald** Secretary

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

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

# Pioneer Title Agency, Inc.

Order No. 76900460-069-SHM  
Your No.: EKD\ekd\

## SCHEDULE A

### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **October 24, 2017 at 7:30 AM**
2. Policy to be issued:
  - (a) **ALTA Owners Policy (6/17/06) Standard Coverage**  
Proposed Insured: **City of Scottsdale**  
  
Proposed Policy Amount: **\$350,000.00**
  - (b) **None**  
Proposed Insured:  
  
Proposed Policy Amount: **\$0.00**
  - (c) **None**  
Proposed Insured:  
  
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
  
**FEE SIMPLE**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
  
**Steve Robles and Theresa Robles, husband and wife**
5. The Land is described as follows:  
  
**See Exhibit A attached hereto and made a part hereof.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

Old Republic National Title Insurance Company

By:   
Authorized Signature

Examined by: **Emili Daniels**

# Pioneer Title Agency, Inc.

Order No. 76900460-069-SHM  
Your No.: EKD\ekd\

## EXHIBIT A LEGAL DESCRIPTION

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

Lot 228, of Village Grove Six, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 76 of Maps, Page 36.

# Pioneer Title Agency, Inc.

Order No. 76900460-069-SHM  
Your No.: EKD\ekd\

## SCHEDULE B-I ALTA COMMITMENT

### REQUIREMENTS

All of the following Requirements must be met:

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

5. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$272,000.00
Dated	September 18, 2017
Recorded	September 25, 2017
Document No.	20170705037
Trustor	Steven Robles and Theresa Robles, husband and wife
Trustee	Pioneer Title Agency, Inc., an Arizona corporation
Beneficiary	Mortgage Electronic Registration Systems, Inc. as nominee for Caliber Home Loans, Inc.

6. RECORD Deed from Steve Robles and Theresa Robles, husband and wife to Proposed Insured Owner.

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

#### TAX NOTE:

Year	2017
Parcel No.	129-08-077
Total Tax	\$730.20
First Half	\$paid
Second Half	\$365.10

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer	Phone: (602) 506-8511
301 W. Jefferson	website: <a href="http://treasurer.maricopa.gov/index.htm">http://treasurer.maricopa.gov/index.htm</a>
Phoenix, AZ 85003	

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

# Pioneer Title Agency, Inc.

Order No. 76900460-069-SHM  
Your No.: EKD\ekd\

## SCHEDULE B-I Requirements (Continued)

NOTE: The address of said land is purported to be: [6816 E Coronado Rd, Scottsdale, AZ 85257]

The Company assumes no liability as to the validity and/or accuracy of any such address. This information is provided solely for the convenience of, and at the request of the proposed insured lender herein.

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows:

NONE.

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

- **Print must be ten-point type (pica) or larger.**
- **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.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

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END OF SCHEDULE B, PART I-REQUIREMENTS

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# Pioneer Title Agency, Inc.

Order No. 76900460-069-SHM  
Your No.: EKD\ekd\

## SCHEDULE B-II ALTA COMMITMENT

### EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (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.
3. 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.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

(Note: The above Exceptions Nos. 2 through 6, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

7. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

# Pioneer Title Agency, Inc.

Order No. 76900460-069-SHM  
Your No.: EKD\ekd\

## SCHEDULE B-II Exceptions (Continued)

8. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power Districts.
9. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:  
  
Second half of 2017
10. EASEMENTS, restrictions, reservations and conditions as set forth on the plat recorded in Book 76 of Maps, page 36.
11. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:  
  
Recorded in Docket                    2445  
Page                                        232  
and as shown on the recorded plat of said subdivision.
12. TERMS AND CONDITIONS contained in instrument entitled "Historic Preservation Exterior Rehabilitation Program Agreement", according to the terms and conditions contained therein:  
  
Recorded in Document No.        20170576482

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**END OF SCHEDULE B, PART II – EXCEPTIONS**

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# Pioneer Title Agency, Inc.



rev. 07/2016

## FACTS

### WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Questions

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

# Pioneer Title Agency, Inc.

<b>Who we are</b>	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

<b>What we do</b>	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

# Pioneer Title Agency, Inc.

## Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

## Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

Jose Morzon  
4566 N Manana Dr  
Casa Grande, AZ 85194  
(520) 858-6232

**PAID**

# INVOICE

Steve & Theresa Robles  
6816 E Coronado Road  
Scottsdale AZ 85257

**Invoice #** 0045725  
**Invoice Date** 08/25/2017  
**Due Date** 08/25/2017

Item	Description	Unit Price	Quantity	Amount
	<p>Tear off and remove existing roofing material on main roof and patio. Remove existing Evaporative Cooler. Clean up and haul away all resulting debris and remove from premises. Includes renting of dumpster for debris (\$700.00). Any additional work will be identified in the invoice notes below.</p> <p>Tear off all layers of existing shingles and replace with 30-year architectural shingles over 15# felt. Install Peel and stick self-adhered granule surface on patio. Install new 2-inch metal drip-edge at perimeter. Paint as necessary under direction of owner</p>	8750.00	1.00	8,750.00
<b>NOTES:</b> Amount paid in full cash 8/25/2017 \$8,750.00				
		<b>Subtotal</b>		8,750.00
		<b>Total</b>		8,750.00
		<b>Amount Paid</b>		8,750.00
		<b>Balance Due</b>		\$0.00

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

<b>1</b> Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank. <b>Steven Ernest Robles</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) <b>6816 E Coronado Rd</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Scottsdale AZ 82527</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
5	2	7	-	6	7	-	5	1	3	5
or										
<b>Employer identification number</b>										
			-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶

Date ▶ 10/30/17

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Theresa Lynn Robles</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>6816 E Coronado Rd</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Scottsdale AZ 82527</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
5	2	6	-	5	7	-	4	4	4
or									
Employer identification number									
			-						

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>10/30/17</b>
------------------	----------------------------	------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

WHEN RECORDED RETURN TO:  
City of Scottsdale  
One Stop Shop/Records

7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

31709-15-1-1--  
Garcia

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

HISTORIC PRESERVATION  
EXTERIOR REHABILITATION PROGRAM AGREEMENT

THIS EXTERIOR REHABILITATION PROGRAM AGREEMENT (the "Program Agreement") is made as of the 4th day of August, 2017 by and between the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona (the "City") and Steven Robles, and Theresa Robles (the "Property Owner"), whose principal address is 6816 E. Coronado Road, Scottsdale, Arizona 85257.

RECITALS

A. The City has determined that it wishes to make available for the purpose of purchasing conservation easements from the owners of certain property designated on the Scottsdale Historic Register (the "SHR") who agree to maintain such property in accordance with agreed upon specifications (the "Program").

B. The Property Owner, who is the owner of property described hereto on Exhibit "A" (the Property) on which there exists a residential structure (the "Structure"), which Property is located at 6816 E. Coronado Road, Scottsdale, Arizona, which is or will be listed on the SHR, submitted an application under the Program to sell a conservation easement on the exterior surfaces or facades of the Structure to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agrees as follows:

1. Purchase Price. The Property Owner hereby offers to sell, and the City agrees to purchase, a Conservation Easement in the form attached hereto as Exhibit "B" for the amount not to exceed \$7,500.00 (the "Purchase Price") provided that the Property Owner enters into and complies with the terms and conditions of this Program Agreement.

2. Scope of Work. The Property Owner agrees to carry out or cause to be carried out the exterior rehabilitation work (the "Scope of Work") on the Structure as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

3. Agreement, Acknowledgment and Representation by Property Owner. The Property Owner hereby agrees with, and acknowledges and represents to, the City that:

3.1. Review of Documents. The Property Owner (a) has read this Program Agreement, including all Exhibits hereto, (b) fully understands the terms and conditions of this Agreement set forth herein, and (c) agrees to be bound by those terms and conditions.

3.2. Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of the Purchase may terminate the Property Owner's right to be paid the Purchase Price.

3.3. No Liability. The City shall be in no manner liable to the Property Owner for any and all monies expended by the Property Owner in connection with the Program, whether or not the Property Owner is actually paid the Purchase Price.

4. Commencement of Work. The Property Owner shall commence, or cause to be commenced, the construction of improvements and other repairs of the Structure as set forth in the Scope of Work within ninety (90) days of the date of this Program Agreement. For the purposes of this Agreement, Commencement is defined as the date of issuance of a Certificate of No Effect or Appropriateness as set forth herein ("Commencement of Work").

5. Conditions Precedent to Disbursement of Purchase Price. Subject to Sections 6 and 8 hereof, the Purchase Price shall be disbursed to the Property Owner upon satisfaction of the following conditions precedent:

5.1. Conservation Easement. The City, or its designee, shall receive a duly acknowledged irrevocable Conservation Easement executed by the Property Owner. The City shall hold the Easement until the work described in the Scope of Work has been satisfactorily completed. After completion, the City shall record the Easement in the Maricopa County Recorder's Office. The Easement will (a) provide the City with an enforceable easement consistent with Arizona's Uniform Conservation Act, A.R.S. § 33-271 through 276, inclusive, as and if amended, (b) impose various limitations and obligations upon the Property Owner to preserve the historical, architectural and archaeological aspects of the Structure, and (c) otherwise be in such form and with such content as required by the City in its sole discretion.

5.2. Title Report. The City, or its designee, shall have received a current title report (the "Title Report") issued by a title insurance company acceptable to the City, or its designee, in its sole discretion, which reflects that the Property Owner holds fee simple title to the Property, and is otherwise in such form and with such content as the City, or its designee, shall reasonably require.

5.3. Liens or Encumbrances. The City, or its designee, shall have received complete copies of any and all documents evidencing any and all liens or encumbrances against the Property reflected on the Title Report.

5.4. Confirmation of Persons With Interest In Property. The City, or its designee, shall have received written confirmation, in recordable form, from the holder of any lien, encumbrance, or other property interest (the "Holder"), which confirmation shall permit the conveyance of the Easement, shall acknowledge that the Easement shall run with the Property, and shall contain such other terms as the City may reasonably require.

5.5. Insurance Certificate. The City, or its designee, shall have received a certificate of insurance that certifies that the subject Structure is insured as required by the Easement and is otherwise in such form and with such content as the City, or its designee, may reasonably require.

5.6. Historic Property Designation. The Property and the Structure shall have been zoned "HP" and listed on the SHR.

5.7. Certificate of Appropriateness or No Effect. The City, or its designee, shall have received a certificate of appropriateness or no effect issued by the Historic Preservation Office of the City stating that the Project is compatible with the historic character of the subject property and, therefore: (a) may be completed as specified in the certificate; (b) any building permits or other construction code permits needed to do the work in the specified certificate may be issued by the City's

Building Safety Branch; and (c) any other permits required by other City ordinances, such as grading and drainage, may be issued.

5.8. Building Permit. If required by the nature of the exterior rehabilitation of the Structure as determined by the City in its sole discretion, the City, or its designee, shall have received a copy of the building permit issued by the City for the Project which is in such form and with such content as the City, or its designee, may reasonably require.

5.9. Other Documents or Requirements. The City, or its designee, shall have received such other and further documents or other information as may be required by the City, or its designee, in its sole discretion.

5.10. Completion Deadline. The Project shall have been satisfactorily completed in accordance with the City's program guidelines and design standards, as determined by the City or its designee, on or before one (1) year after the Commencement of Work, unless an extension is granted by the City (the "Completion Deadline").

6. Disbursement. The City will pay the Property Owner the Purchase Price after the City's inspection of the Property establishes that the Scope of Work has been satisfactorily completed and the Property Owner has performed all other obligations under this Program Agreement.

7. Non-Compliance of and Right to Cure. In the event the Property Owner completes the Project on or before the Completion Deadline but the City determines that the Project or a portion thereof has not been completed in accordance with the City's program guidelines and design standards the Property Owner shall have the following right to cure (provided the Property Owner shall have satisfied all conditions precedent set forth in Section 5, except 5.10).

7.1. Improvements Unacceptable. In the event the City or its designee does not approve all repairs and improvements completed in connection with the Project, the City or its designee shall notify the Property Owner in writing ("City Notice I") of the reasons the Project in whole or in part is unacceptable. In the event a portion of the Project, which is, as determined in the sole discretion of the City or its designee, sufficient to justify payment of a portion of the Purchase Price, is approved, the City Notice I will advise the Property Owner as to the portion of the Purchase Price to which the Property Owner is currently entitled.

7.2. Cure Period. Upon receipt of the City's Notice I, the Property Owner shall have up to fifteen (15) days to notify the City or its designee in writing that the Property Owner intends to cure the defects detailed in City Notice I, and in such case, the Property Owner shall have sixty (60) days from the date the Property Owner received the City Notice I to cure such defects (the "Cure Period").

7.3. Failure to Cure. In the event the Property Owner fails to respond to City Notice I within fifteen (15) days or otherwise notifies the City that the Property Owner does not elect to cure the defects, the City shall disburse to the Property Owner that portion of the Purchase Price, if any, approved in City Notice I and the Property Owner's right to receive any other monies under the Program shall terminate.

7.4. Cure Effected. In the event the Property Owner elects to cure the defects, the City, or its designee, shall inspect the subject repairs and improvements within fifteen (15) days after the lapse of the Cure Period. If those repairs and improvements have been satisfactorily completed in the sole discretion of the City or its designee, the City will pay the Purchase Price to the Property Owner within thirty (30) days of approving the work performed. In the event the City, or its designee, in its sole discretion shall determine that the repairs and improvements have not been completed as required by the City Notice I, the City shall notify the Property Owner in writing ("City Notice II") which describes the reason the repairs and improvements, in whole or in part, were unacceptable. In the event a portion of the subject repairs and improvements have been approved which is sufficient, as determined in the sole

discretion of the City or its designee, to justify a partial payment of the Purchase Price, the City or its designee will notify the Property Owner of such partial payment in City Notice II and will pay that portion of the Purchase Price to the Property Owner within thirty (30) days of the date of City Notice II. The Property Owner shall not have any right to any portion of the Purchase Price that is not approved for disbursement. The determination of the City or its designee as to whether the defects described in the City Notice I have been cured shall be final.

8. Termination of the Award. In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 5 hereof (including satisfactorily curing any defect in the Project in accordance with Subsection 7.4 hereof) within one (1) year following the Commencement of Work as defined in Section 4, the Property Owner's right to be paid the Purchase Price or any portion thereof shall automatically terminate.

9. Non-Transferable. The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void.

10. Notices. All notices required or permitted under this Program Agreement and the Easement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its address below:

If to the City:

City of Scottsdale  
Steve Venker, Historic Preservation Officer  
Development Services Department  
7447 East Indian School Road, Suite 105  
Scottsdale, AZ 85251

If to the Property Owner:

Steven Robles and Theresa Robles  
6816 E. Coronado Rd  
Scottsdale, AZ 85257

Each party may change its or his/her address as set forth herein by notice to such effect directed to the other party.

11. Miscellaneous.

11.1. Amendments and Supplements. This Program Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

11.2. Severability. In the event any provision of this Program Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

11.3. Standard of Approval. Where within this Program Agreement the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

11.4. Waiver. The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Program Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Program Agreement.

11.5. Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Program Agreement by the parties hereto.

11.6. Governing Law. This Program Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Arizona.

11.7. Cancellation. This Program Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as and if amended.

IN WITNESS WHEREOF, the Property Owner and the City have executed this Program Agreement on the date first above written.

CITY OF SCOTTSDALE,  
an Arizona municipal corporation,

By: Steve Venker  
Steve Venker,  
Historic Preservation Officer

"PROPERTY OWNER"

By: St Rob  
Steven Robles

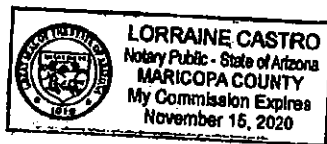
By: Theresa Robles  
Theresa Robles

STATE OF ARIZONA )  
County of Maricopa ) ss.  
)

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of August,  
2017 by \_\_\_\_\_

Lorraine Castro  
Notary Public

My Commission Expires:  
11/15/2020



WHEN RECORDED RETURN TO:  
City of Scottsdale  
One Stop Shop/Records

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7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

**EXHIBIT "A"**

**Legal Description**  
**6816 E. Coronado Road**  
**Scottsdale, AZ 85257**

LOT 228, VILLAGE GROVE SIX, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 76 of Maps, Page 39.

WHEN RECORDED RETURN TO:  
City of Scottsdale  
One Stop Shop/Records

7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

DEED OF CONSERVATION EASEMENT  
EXHIBIT "B"

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_, (the "Property Owner"), whose principal address is \_\_\_\_\_, Scottsdale, Arizona 85\_\_\_\_ and the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona, (the "City").

RECITALS

A. The City is authorized under Arizona's Uniform Conservation Act, Arizona Revised Statutes, Sections 33-271 through 276, inclusive (collectively, as and if amended, the "Act") to accept easements to protect property significant in Arizona history and culture for the education of the general public.

B. The City is a municipal corporation whose responsibilities include the protection of the public interest in preserving architecturally significant structures within the City of Scottsdale.

C. The Property Owner is the owner in fee simple of that certain property located at \_\_\_\_\_, Scottsdale, Maricopa County, Arizona, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), including all improvements, fixtures and buildings thereon (the "Structures"). (Any reference to the "Property" hereinafter shall be deemed to include each of the "Structures".)

D. The Property is listed on the Scottsdale Historic Register; and the Property Owner and the City recognize the historical or architectural value and significance of the Property and have the common purpose of conserving and preserving the aforesaid value and significance of the Property.

E. On \_\_\_\_\_, the Property Owner executed an Exterior Rehabilitation Program Agreement (the "Program Agreement"), wherein the Property Owner has agreed to sell to the City an Easement on the Property to maintain an unobstructed view of the exterior surfaces of each of the Structures (collectively, the "Facades"), including all fences, walls, or fixtures on the Property, and to maintain the Facades in the condition described herein.

F. In order to effectuate the obligations of the Property Owner under the Program Agreement, the Property Owner desires to sell, grant, convey, transfer and assign to the City and the City, pursuant to the Act, desires to accept an Easement on the Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the City's payment to the Property Owner of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Property Owner agree as follows:

1. Grant of Easement: The Property Owner does hereby irrevocably grant, convey, transfer and assign unto the City an Easement, as provided for under the Act, in gross for a term from the date hereof and through and including \_\_\_\_\_ (the "Term"), to preserve an unobstructed view of the Facades, and to perform the covenants contained herein, which Easement shall contribute to the public purpose of conserving and preserving the Facades and accomplishing the other objectives set forth herein. Without limitation, the Property Owner shall not allow or suffer to exist upon the Property any obstructions to views of the Facades from properties adjacent to the Property except such as may exist at the time of the creation of this Easement. This document runs with the land in favor of the City's successors and assigns.

2. Property Owner's Covenants: In furtherance of the Easement herein granted, the Property Owner hereby covenants and agrees with the City as follows:

2.1 Documentation of the Exterior Condition of the Facades. For the purpose of this Easement, the owner or his designee has depicted the exterior Facades in an original set of photographs dated thirty (30) days prior to the date of the execution of this Easement (collectively, the "Photographs") and filed in the office of the City of Scottsdale Preservation Division, or designated successor. The exterior condition and appearance of the Facades as depicted in the Photographs is deemed to describe their external nature as of the date hereof.

2.2 Maintenance of the Facades. The Property Owner will, at all times, maintain each of the Structures and their respective Facades in a good and sound state of repair in accordance with the City's existing guidelines for the historic district in which the Property is located (the "Standards") so as to prevent the deterioration of the Facades or any portion thereof; to prevent visual obstruction of the Facades from public viewpoints such as adjacent streets; and prevent the intrusion of new improvements, walls, fences, statues, landscaping or fixtures which substantially modify the public view of the Property and its associated streetscape and open space, and are deemed to be not in accordance with the Standards delineated above. The Property Owner will request and obtain advance approval from the City Preservation Division prior to implementing any physical changes to Structures or Facades on the Property, or which would materially alter the view of the Facades from public viewpoints. This provision does not apply to routine maintenance, landscaping other than

hardscape improvements, or installation of sprinkler systems. Subject to the casualty provisions of Paragraph 4 below, this obligation to maintain shall require replacement, repair and reconstruction according to the Standards within a reasonable time whenever necessary to have the external nature of the Structure at all times appear to be the same as shown in the Photographs.

2.3 Maintenance of the Structural Elements. The Property Owner will maintain and repair each of the Structures as is required to ensure the structural soundness and the safety of the Structures and the Facades.

2.4 Inspection. In order to periodically observe the Structures and Facades, representatives of the City shall have the right to enter the Property to inspect the exterior Facade. This inspection will be made at a time mutually agreed upon between the Property Owner and the City, or, if no time is mutually agreed upon, at any time during normal business hours after not less than forty-eight hours notice to the Property Owner by the City.

2.5 Conveyance and Assignment. The City may convey, transfer and assign this Easement to a similar local, state or national organization whose purposes, *inter alia*, are to promote historic preservation, and which is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, provided that any conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out.

2.6 Insurance. The Property Owner, at their sole cost and expense, shall at all times (a) keep the Structures insured at their replacement cost value on an "all risk" basis to ensure complete restoration of the Facades in the event of loss or physical damage. Said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Property Owner shall provide a Certificate of Insurance to the City evidencing such insurance, including an endorsement naming the City as a loss payee; and (b) carry and maintain liability insurance in an amount satisfactory to the City to protect against injury to visitors or other persons on the property, and to provide a Certificate of Insurance to the City evidencing such insurance, and naming the City as an additional insured on the policy.

2.7 Visual Access. The Property Owner agrees not to substantially obstruct the opportunity of the general public to view the exterior architectural and archaeological features of the Property from adjacent publicly accessible areas such as public streets and sidewalks. The Property Owner shall obtain advance approval from the City Preservation Division for any proposed changes to the Property that would obstruct or modify the general public view of the exterior architectural or archeological features of the Property from adjacent publicly accessible areas. If the Structures are not visible from a public area, then the Property Owner agrees that the general public shall be given the opportunity on a periodic basis to view the characteristics and features of the Facades that are preserved by this Easement to the extent consistent with the nature and conditions of the Property.

3. Warranties and Representations of the Property Owner. The Property Owner hereby represents, covenants and warrants to the City as follows:

3.1 Information Furnished, True and Correct. All information given to the City by the Property Owner in order to induce the City to accept this Easement, including all information contained in this Easement, is true, correct and complete.

3.2 Legal, Valid and Binding. The Property Owner is lawfully seized and possessed of the Property, has a good and lawful right to make the conveyance described herein, and this Easement is in all respects, legal, valid and binding upon the Property Owner and enforceable in accordance with its terms, and grants to the City a direct, valid and enforceable conservation easement. The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind the Property Owner have joined in this document. The City shall have quiet title and possession against the claims of all persons.

3.3 No Impairment of Easement. The Property Owner, for himself, his heirs, personal representatives, and assigns, has not reserved, and to his knowledge, no other person or entity has reserved, any rights, the exercise of which may impair the Easement granted herein.

4. Application of Insurance Proceeds. Subject to the insurance proceeds requirements of any recorded Deed of Trust or Mortgage applicable to the Property, in the event of damage or destruction of any of the Structures resulting from casualty, the Property Owner agrees to apply all available insurance proceeds and donations to the repair and reconstruction of each of the damaged Structures. In the event the City determines, in its sole and absolute discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that the damage to the Structures is of such magnitude and extent that repair of the damage and reconstruction of the Structures would not be practical, then the Property Owner may elect not to repair or reconstruct the damaged Structures. In such event the Property Owner will pay to the City the amount the City paid to the Property Owner for this Easement as set forth in the Program Agreement. Notwithstanding the foregoing, in the event the City notifies the Property Owner in writing that the City has determined that repair and reconstruction of the damaged Structures is impossible or impractical and that the damaged Structures presents an imminent hazard to public safety, the Property Owner will at their sole cost and expense raze the damaged Structures and remove all debris, slabs, and any other portions and parts of the damaged Structures within the time period required by the City to protect the health, safety and welfare of the public, unless the Property Owner has commenced and is diligently pursuing repair or reconstruction of the damaged Structures. Upon razing of the damaged portion of the Structures, the City shall release any interest it has in the insurance proceeds. Nothing in this paragraph is intended to supersede or impair the rights to insurance proceeds of a lienholder pursuant to a recorded Deed of Trust of Mortgage applicable to the Property.

5. Indemnification. The Property Owner covenants that he shall pay, protect, indemnify, hold harmless and defend the City, its officers, employees, agents, independent contractors and elected officials, at the Property Owner's sole cost and expense from any and all liabilities, claims, costs, attorneys' fees, judgments or expenses asserted against the City, its officers, employees, agents, independent contractors and elected officials, resulting from actions or claims of any nature arising out of the conveyance, possession, administration or exercise of rights under this Easement, except in such matters arising solely from the gross

negligence of the City, or its officers, employees, agents, independent contractors or elected officials.

5.1 Survival of Indemnification. The obligations of the Property Owner under this indemnification shall continue beyond the term of this Easement for claims accruing for a period of two (2) years.

5.2 Explanation of Indemnification. For purposes of explanation of Paragraph 5 only, and without in any manner limiting the extent of the foregoing indemnification, the Property Owner and the City agree that the purpose of Paragraph 5 is to require the Property Owner to bear the expense of any claim made by any party against the City, which arises because the City has an interest in the Property as a result of this Easement, or because of any actions taken by the City pursuant to the Program Agreement or this Easement.

6. Default/Remedy. In the event (a) the Property Owner fails to perform any obligation of the Property Owner set forth herein or in the Program Agreement, or otherwise fails to comply with any stipulation or restriction set forth herein, or (b) any representation or warranty of the Property Owner set forth herein is determined by the City to have been untrue when made, in addition to any remedies now or hereafter provided by law and in equity, the City or its designee, following prior written notice to the Property Owner, may (aa) institute suit(s) to enjoin such violation by ex parte, temporary, preliminary or permanent injunction, including prohibitory and or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Easement, or (bb) enter upon the Property, correct any such violation, and hold the Property Owner responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property. In the event the Property Owner violates any of its obligations under this Easement the Property Owner shall reimburse the City for any and all costs and expenses incurred in connection therewith, including all court costs and attorneys' fees.

7. Waiver. The exercise by the City or its designee of any remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. Effect and Interpretation. The following provisions shall govern the effectiveness and duration of this Easement:

8.1 Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the transfer of rights and restrictions on use herein contained.

8.2 Invalidity of the Act. This Easement is made pursuant to the Act as the same now exists or may hereafter be amended, but the invalidity of such Act or any part thereof, or the passage of any subsequent amendment thereto, shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties hereto to agree and to bind themselves, their successors, heirs and assigns, as applicable, during the Term hereof, whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent thereto.

8.3 Violation of Law. Nothing contained herein shall be interpreted to authorize or permit the Property Owner to violate any ordinance or regulation relating to building materials, construction methods or use, and the Property Owner agrees to comply with all applicable laws, including, without limitation, all building codes, zoning laws and all other laws related to the maintenance and demolition of historic property. In the event of any conflict between any such laws and the terms hereof, the Property Owner promptly shall notify the City of such conflict and shall cooperate with City and the appropriate authorities to accommodate the purposes of both this Easement and such ordinance or regulation.

8.4 Amendments and Modifications. For purposes of furthering the preservation of the Facades, the Structures and the other Property and the other purposes of this Easement, and to meet changing conditions, the Property Owner and the City are free to amend jointly the terms of this Easement in writing without notice to any party; provided, however, that no such amendment shall limit the terms or interfere with the conservation purposes of this Easement. Such amendment shall become effective upon recording the same among the land records of Maricopa County, Arizona, in the office of the County Recorder.

8.5 No Third Party Beneficiaries: It is not the intention of the parties hereto that any third party who is not an assignee of an interest of any of the parties will have the right to enforce or benefit from any of the provisions of this Easement or the Program Agreement.

8.6 Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Easement by the Property Owner.

8.7 Feminine and Masculine. For purposes of this Easement, the feminine shall include the masculine and the masculine shall include the feminine.



## **EXHIBIT "C"**

The following items establish the Scope of Work to be accomplished under this Agreement. These same items pertain to the Certificate of No Effect/Appropriateness issued by the Historic Preservation Office for all work performed under this program. It is the responsibility of the property owner or the contractor to obtain any Building Permits that may be required for the Scope of Work items by the Development Services Department. Building permit fees must be paid by the property owner.

### **SCOPE OF WORK**

**6816 E. Coronado Road  
Scottsdale, Arizona 85257**

#### **Roof Rehabilitation Project**

1. Remove existing roofing materials and replace with new materials as follows:
  - a. Remove and haul away existing roofing.
  - b. Remove and haul away existing evaporative cooler.
  - c. Install new laminated architectural shingles
  - d. Install new 2-inch white drip edge.
  - e. Paint all new roof penetrations.



"We're Crazy About Quality!"

-Monty

Phoenix, AZ 85027  
Tel: (602) 944-4600  
Fax: (602) 944-5931

### ROOFING AGREEMENT

JOB NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

Owner's Name Steve Robles		Contact Name steverobles@cox.net	
Job Location 6816 E Coronado Rd		City Scottsdale	State Az Zip Code 85257
Billing Address Same		City Same	State Zip Code
Phone 1 602-512-5185	Phone 2	Project Manager Joe Jimenez (602-469-0667)	

**IT IS MUTUALLY AGREED AS FOLLOWS:**

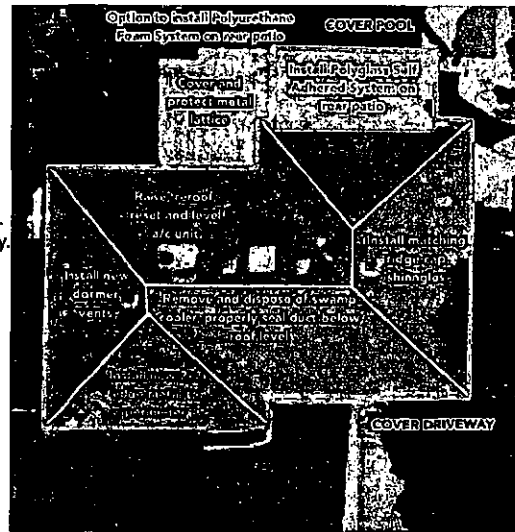
1. CONSTRUCTION: KY-KO ROOFING SYSTEMS will furnish the necessary labor, materials, and equipment and agrees to perform in a workmanship-like manner and complete for the owners the work detailed in paragraph 2.

2. SPECIFICATIONS:

Installation Of New Shingle Roof System

- Arrange for a mutually agreed upon time to preform outlined work.
- Take all reasonable precautions to protect landscape and property.
- Remove existing roof down to roof substrate or deck material. (inspect for bad wood and replace as necessary at an additional charge.) On homes with 3/8 decking re-sheeting is recommended at an additional cost.
- Apply one layer 15# felt mechanically fasteners with staples and cap nails.
- Install new baked enamel 2x2 drip edge metal, white.
- Dry in roof during all phases of the job.
- Haul away roofing debris at the end of each work day.
- Install starter strip at all eaves.
- Install 30 year laminated Owens Corning shingles according to manufactures recommendations.
- Raise a/c complete roofing beneath, reposition and level.
- Install matching hip and ridge trim.
- Remove and dispose of swamp cooler, properly seal duct below roof level.
- Replace dormer vents with new, paint to match shingle or trim.
- Issue 5 + 5 No Leak Free Transferable Owners Pride Warranty.
- Install ASTM 30# felt.
- Install bleeder strip under metal around perimeter.
- Install Self Adhered Polyglas SBS cap sheet (white)
- Issue a 5 year Owners Pride No Leak Warranty.
- Perform final inspection
- Free annual inspections available upon request.

Option For Polyurethane Foam System on rear patio.  
Issue 10-Year No Leak Free Transferable Warranty.  
Additional \$250.00



3. Owner promises to pay or cause to be paid to KY-KO ROOFING SYSTEMS in consideration therefore,

the sum of: Nine thousand nine hundred and fifty dollars (\$ 9,950.00 ), payable as follows: 25% dn

Any alteration or deviation from the above specifications, involving extra cost will be executed by change order, and the extra costs will be charged over and above the amounts referenced in this agreement. All agreements are contingent upon strikes, accidents, or weather delays beyond our control. Owner agrees to carry fire, tornado, and other necessary insurance upon above work. Necessary permits and bonds will be obtained by KY-KO ROOFING SYSTEMS, Inc.

ACKNOWLEDGEMENT - Owner acknowledges that he or she read and received a legible copy of this agreement including the Additional Provisions and Conditions on the back hereof before any work was done and that he or she has read and received a legible copy of every other document that buyer has signed during this negotiation (initial).

ACCEPTANCE - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be outlined above. Buyer has the right to rescind this agreement within three working days of acceptance.

4. KY-KO ROOFING SYSTEMS may investigate your credit.

**KY-KO ROOFING SYSTEMS**

By [Signature] 1-11-17  
REPRESENTATIVE'S SIGNATURE DATE

**OWNERS ACCEPTANCE**

[Signature] ACCEPTANCE DATE

SOCIAL SECURITY NO. \_\_\_\_\_

MANAGER, KY-KO ROOFING SYSTEMS DATE



TO BE BINDING ON KY-KO ROOFING SYSTEMS,  
THIS AGREEMENT MUST BE SIGNED BY  
KY-KO MANAGEMENT.