

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

COMMITMENT FOR TITLE INSURANCE

ISSUED BY:

Thomas Title and Escrow Agency

a division of EWTAZ

As agent for

First American Title Insurance Company

INFORMATION

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

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

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

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

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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Conditions

Countersigned

Thomas Title and Escrow Agency

By: Frank W. Burch

Authorized Signature

First American Title Insurance Company

Dennis J. Gilmore

Dennis J. Gilmore
President

Jeffrey S. Robinson

Jeffrey S. Robinson
Secretary

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

Thomas Title and Escrow Agency

7150 East Camelback Rd., Suite 195, Scottsdale, AZ 85251

Phone: 480-222-1116 Fax: 480-222-1117

12-AB-2017
10/27/2017

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY**

Thomas Title and Escrow Agency
a division of EWTAZ
As agent for
First American Title Insurance Company
AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment date shown in Schedule A.

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

Our obligation under the Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2
- The Conditions.

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

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

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

The above exceptions will be eliminated from any ALTA Extended Coverage Policy, ALTA Plain Language Policy, ALTA Homeowner's Policy, ALTA Expanded Coverage Residential Loan policy and any short form versions thereof. However, the same or similar exceptions may be made.

**FIRST AMERICAN TITLE INSURANCE COMPANY
ISSUED BY
Thomas Title and Escrow Agency
SCHEDULE A**

Address Reference:

Effective Date: **October 05, 2017 at 5:00 pm**

1. Policy or Policies to be issued:

A. ALTA Owners 2006 Standard Coverage

Proposed Insured: **City of Scottsdale, a municipal corporation**

2. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:
SIMONSON BUILDINGS, INC., an Arizona corporation

3. Title to the estate herein described upon issuance of the Policy shall be vested in:
City of Scottsdale, a municipal corporation

4. The land referred to in the Commitment is situate in the county of **Maricopa**, State of **Arizona** and is described in the attached Exhibit "A".

Please direct all inquires and correspondence to:
Thomas Title and Escrow Agency
Escrow Officer:
Phone: 480-222-1116

Thomas Title and Escrow Agency, issuing agent for
First American Title Insurance Company
By: Teri Guevara
Title Department

EXHIBIT "A"

THE NORTH 85 FEET OF THE SOUTH 150 FEET OF THE NORTH 414 FEET OF THE EAST
HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 22 TOWNSHIP 2 NORTH RANGE 4 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PART LYING WEST OF THE EASTERLY 183.00 FEET THEREOF.

End of Exhibit "A"

SCHEDULE B
SECTION ONE - REQUIREMENTS

1. Pay first half of 2017 taxes.

NOTE: Taxes are assessed in the total amount of \$12,274.18 for the year 2017 under Assessor's Parcel No. 173-50-124C.

2. Furnish a certified copy of a resolution by the Board of Directors of Simonson Buildings, Inc., an Arizona corporation, attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.
3. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
4. Record _____ Deed from Simonson Buildings, Inc., an Arizona corporation, to Buyer(s).

NOTE: The Company reserves the right to make further requirements and/or exception based upon its review of the documentation submitted to satisfy the above requirements.

End of Schedule B - Section One

SCHEDULE B
SECTION TWO -- EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. Second installment of 2017 taxes, a lien, payable on or before March 1, 2018 and delinquent May 1, 2018.
2. Any charge upon the land by reason of its inclusion in Arcadia Water Company, an Arizona corporation.
3. An easement for rights of way for canals, laterals and ditches and incidental purposes recorded as sewer and water, of Official Records.
4. An easement for sewer and water and incidental purposes recorded as [Docket 2870, Page 133](#), of Official Records.
5. An easement for underground telephone and telegraph and incidental purposes recorded as [Docket 8469, Page 74](#), of Official Records.
6. A plat recorded in [Book 6, Page 45](#) of Road Maps and recorded as [Book 9, Page 85](#) of Road Maps purporting to show a county roadway.
7. An easement for ingress and egress and incidental purposes recorded as [Docket 10214, Page 686](#) and recorded as [Docket 10832, Page 871](#) and recorded as [Docket 10832, Page 874](#), of Official Records.
8. The terms, conditions and provisions contained in the document entitled Agreement recorded as [Docket 10367, Page 1490](#), of Official Records.
9. An easement for public highway and public utilities and incidental purposes recorded as [Docket 10389, Page 616](#), of Official Records.
10. All matters as set forth in City of Scottsdale Covered Walkway and Facade Improvement Program Covenant, recorded March 22, 2005, as [2005-0343331](#), of Official Records.
11. Any action that may be taken by Maricopa Flood Control District to acquire property or rights of way for flood control as disclosed by instrument recorded as [2008-1029204](#) and recorded as [2010-379592](#), of Official Records.
12. The terms, conditions and provisions contained in the document entitled Outdoor Dining Patio Revocable License Agreement recorded May 23, 2013 as [2013-0475289](#), of Official Records.

End of Schedule B - Section Two

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

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

3. EXISTING DEFECTS

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

4. LIMITATION OF OUR LIABILITY

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

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

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



7150 East Camelback Rd., Suite 195
Scottsdale, AZ 85251
Phone: 480-222-1116
Fax: 480-222-1117

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

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

Confidentiality and Security

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

85 205372

STATE OF ARIZONA

COUNTY OF

as. I hereby certify that the within instrument was filed and recorded

For Tax Purposes:

in DOCKET

and indexed in DEEDS

Fee No.

at the request of

TITLE INSURANCE COMPANY OF MINNESOTA
Witness my hand and official seal.

Compared

Photostated

Fee:

When recorded, mail to:

Mr. & Mrs. R. Simonson
5842 N. 38th Pl.
Paradise Valley, AZ. 85253

County Recorder

By

Deputy Recorder

27-004,016

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we, Reva Ostrov and Sam Ostrov, husband and wife, and Henry Fireman, a single man,

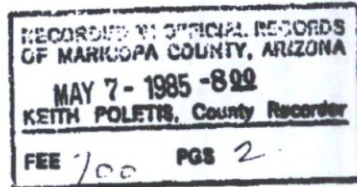
do hereby convey to

Simonson Buildings, Inc., an Arizona corporation.

the following real property situated in Maricopa

County, Arizona:

The North 85 feet of the South 150 feet of the North 414 feet of the East half of the east half of the Southeast quarter of the Southeast quarter of Section 22 Township 2 North Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, except that part lying West of the Easterly 183.00 feet thereof.



SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record and the matters listed on Exhibit "A" attached hereto and by this reference incorporated herein.

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

Dated this 6th day of May, 1985

Reva Ostrov

Sam Ostrov

Henry Fireman
STATE OF ARIZONA
County of MARICOPAThis instrument was acknowledged before me
this 6th day of May, 1985, by
Reva Ostrov, Sam Ostrov and
Henry Fireman.

Notary Public

STATE OF
County of

My commission will expire My Commission Expires July 9, 1988

This instrument was acknowledged before me
this _____ day of _____, 19____ by

Notary Public

My commission will expire



TITLE INSURANCE COMPANY OF MINNESOTA

2. Liabilities and obligations imposed upon said land or the owner thereof by reason of appropriation and delivery of water by Arcadia Water Company, an Arizona corporation, for use on said land, or by reason of ownership of shares of stock in said Company by said owner.
3. Taxes for the year 1985, a lien but not yet due and payable.
4. Rights of way for canals, laterals and ditches.
5. Perpetual Easement and rights incident thereto for sewer and water purposes, as set forth in instrument recorded in Docket 2870, page 133, over the West 8 feet and the North 8 feet of the South 100 feet of the North 364 feet of the East half of the East half of the Southeast quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Except the East 40 feet.
6. Easement and rights incident thereto for underground telephone and telegraph easement, as set forth in instrument recorded in Docket 8469, page 74, over the North 3 feet of the West 8 feet of the following described property:

The South 150 feet of the North 414 feet of the West 150 feet of the East 183 feet of the Southeast quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian.
7. Roadway as shown on map in Book 6 of Road Maps, page 45, and on map in Book 9 of Road Maps, page 85, over the East 33 feet of Section 22, Township 2 North, Range 4 East.
8. Easement and rights incident thereto for ingress and egress, as set forth in instrument recorded in Docket 10214, page 686, and as disclosed in Docket 10832, page 871, and in Docket 10832, page 874, over the North 14.5 feet of the South 79.5 feet of the North 414 feet of the East half of the East half of the Southeast quarter of the Southeast quarter of Section 22, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, EXCEPT that part lying West of the East 183 feet of the East half of the East half of the Southeast quarter of the Southwest quarter of said Section.
9. Agreement by and between Henderson Constructors, Inc., and The City of Scottsdale Arizona recorded October 24, 1973, in Docket 10367, page 1490.
10. Easement and rights incident thereto for public highway and public utilities, over the West 15 feet of the East 55 feet of said premises, as set forth in instrument recorded in Docket 10389, page 616.
11. Deed of Trust to secure an indebtedness in the original amount of \$275,000.00, and other amounts payable thereunder, executed by San Ostrov and Reva Ostrov, husband and wife and Henry Fireman, a single man, Trustor, Chicago Title Company, an Arizona corporation, Trustee, and Elliott Glasser, a single man, Beneficiary, dated (none shown), recorded February 26, 1982, in Docket 15856, page 1482.
12. Lease dated July 15, 1981 between Elliott Glasser, a general partnership and Robert Woolf, dba Alphagraphics #39.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

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

3. EXISTING DEFECTS

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

4. LIMITATION OF OUR LIABILITY

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

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

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



7150 E. Camelback Rd., Ste 195
Scottsdale, AZ 85251
Phone: 480-222-1116
Fax: 480-222-1117

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

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

Confidentiality and Security

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