

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

Pre-application No.: 188-PA-2017
Project Name: Flynn GOLF Abandonment

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 7634 N 120th St
- b. County Tax Assessor's Parcel Number _____
- c. General Location: Approx 645 ft S of the SWC 120th & Mountain View
- d. Parcel Size: 1.5 Acres
- e. Legal Description: See attached
(If the land is a platted lot, then write the lot number, subdivision, name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

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

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

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

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

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

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

Name (printed)
Brian Flynn

Date
6/20, 2017
_____, 20____
_____, 20____
_____, 20____

Signature
[Signature]

June 1, 2017

Via Hand-Delivery with Application, to:

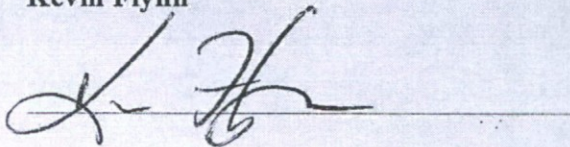
City of Scottsdale
Planning & Development Services Department
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

Re: Letter of Authorization – Flynn Properties

To Whom It May Concern:

This letter authorizes the firms and companies of Berry Riddell LLC, Espiritu Loci, and Sustainability Engineering Group to represent and act on behalf of **Kevin Flynn** in connection with the Abandonment and Conditional Use Permit applications along with any related City matters/applications for the property located at 9634 N. 120th Street (APN# 217-33-015A and 217-33-038) in the City of Scottsdale, Maricopa County, Arizona.

Kevin Flynn

A handwritten signature in black ink, appearing to be 'K. Flynn', is written over a horizontal line.

RECORDED ELECTRONICALLY
BY CHICAGO TITLE AGENCY

Unofficial
20 Document

RECORDING REQUESTED BY
Chicago Title Agency, Inc.

AND WHEN RECORDED MAIL TO:

Kevin Flynn
AJ Schlatter Flynn
9634 N. 120th Street
Scottsdale, AZ 85259

C1
Ho:

ESCROW NO.: C1700667 - 330 - AH1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration,

Nedenia C. Lane, Orange County Public Administrator/Guardian, as successor trustee under the John Mee Family Trust, dated March 21, 2000

("Grantor") conveys to

Kevin Flynn and AJ Schlatter Flynn, Husband and Wife

the following real property situated in Maricopa County, Arizona:

**LOT 23, SECTION 27, TOWNSHIP 3, NORTH, RANGE 5 EAST OF GILA AND SALT RIVER
BASE AND MERIDIAN. .**

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.

Grantor warrants the title against all persons whomsoever, subject to the matters set forth above.

Beneficiary Disclosure: Nednia C. Lane, Public Administrator/Guardian, as Successor Trustee
1300 S. Grand Avenue, Building C, Santa Ana, CA 92705

Dated: February 6, 2017

Escrow No. C1700667-330-AH1
 Warranty Deed...Continued
 Page 2 of 2

Grantor(s):

The John Mee Family Trust, dated March 21, 2000

Nedenia C. Lane
 Nedenia C. Lane,
 Public Administrator/Guardian, as Successor Trustee

NOTARY ACKNOWLEDGEMENT(S) TO WARRANTY DEED

State of CALIFORNIA } ss:
 County of ORANGE

The foregoing document was acknowledged before me this 7th day of February, 2017
 by Nedenia C. Lane, Orange County Public Administrator/Guardian, as successor trustee

(Seal)

My commission expires: 9-25-2018

Jeff A. Stittsworth
 Notary Public

Unofficial Document





Chicago Title Agency, Inc.

Escrow No.: C1700667 330 AH1

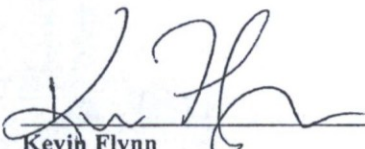
**ACCEPTANCE OF COMMUNITY PROPERTY
WITH RIGHT OF SURVIVORSHIP
"DEED"**

Kevin Flynn and AJ Schlatter Flynn, Husband and Wife, each being first duly sworn upon oath, deposes and says, THAT I am one of the Grantees named in the deed attached to this Acceptance, dated February 6, 2017, and executed by Nedenia C. Lane, Orange County Public Administrator/Guardian, as successor trustee under the John Mee Family Trust, dated March 21, 2000 as Grantors, to Kevin Flynn and AJ Schlatter Flynn, Husband and Wife as Grantees, and which conveys the real property to the Grantees named in the deed, not as tenants in common, nor as community property, nor as joint tenants with right of survivorship, but as community property with right of survivorship.

Each of us individually and jointly as Grantees assert and affirm that it is our intention to accept this conveyance as community property with right of survivorship and to acquire any interest we may have in the real property under the terms of the Deed as community property with right of survivorship.

Dated: February 6, 2017

GRANTEES:


Kevin Flynn


Unofficial Document AJ Schlatter Flynn

**NOTARY ACKNOWLEDGEMENT(S) TO ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF
SURVIVORSHIP DEED**

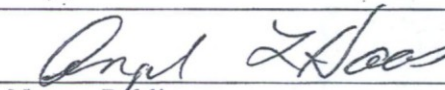
State of ArizonaCounty of Maricopa

} ss:

The foregoing document was acknowledged before me this

9 day of February, 2017by Kevin Flynn and AJ Schlatter Flynn

(Seal)


Notary Public

My commission expires:

10-10-17

FIDELITY NATIONAL TITLE

1/2
When Recorded Mail To:

Mr. and Mrs. Kevin M. Flynn
9634 N.120th St.
Scottsdale, AZ 85259

97
To

Escrow No. 97025729-MD

exempt per A.R.S. 11-1134(B)(10) WARRANTY DEED

For the consideration of Ten and 00/100 Dollars, and other valuable consideration, I or we,

AJ S. Flynn, also know as A. J. Schlatter Flynn and Kevin M. Flynn, wife and husband

the GRANTORS do hereby convey to

Kevin M. Flynn and A. J. Schlatter Flynn, Husband and Wife

the GRANTEES

the following described real property situated in Maricopa County, Arizona:
SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

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 Grantor(s) do(es) warrant the title against all persons whomsoever, subject to the matters above set forth.

DATED: March 30, 2006

STATE OF ARIZONA

COUNTY OF Maricopa

This instrument was acknowledged before me this 6th day of

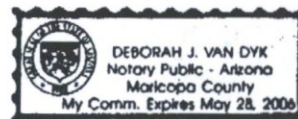
April, 2006
by AJ S. Flynn
Kevin M. Flynn

Signature Deborah J. Van Dyk
Notary Public

My Commission Expires: 5-28-2006

AJ S. Flynn
AJ S. Flynn

Kevin M. Flynn
Kevin M. Flynn



When Recorded Mail To:

Mr. and Mrs. Kevin M. Flynn
 9634 N.120th St.
 Scottsdale, AZ 85259

Escrow No. 97025729-MD

**ACCEPTANCE OF COMMUNITY PROPERTY
 WITH RIGHT OF SURVIVORSHIP**

Kevin M. Flynn and A. J. Schlatter Flynn each for himself or herself and jointly, but not for the other, state that:

The undersigned have offered to purchase the real property situated in Maricopa County described as follows:
 SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

That each of the undersigned, individually and jointly as such Grantees, hereby declare that it is their intention to accept such conveyance as community property with right of survivorship, and not as community property estate and not as tenants in common, and to acquire any interest in said real property under said deed as community property with right of survivorship, and not as a community property estate and not as tenants in common.

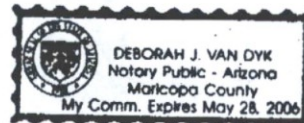
That by the execution and delivery to Fidelity National Title Insurance Company of this "Acceptance Community Property With Right of Survivorship" of the undersigned intend to evidence their acceptance of said deed as community property with right of survivorship, and hereby direct and authorize Fidelity National Title Insurance Company as Escrow Agent to attach this "Acceptance of Community Property With Right of Survivorship" to such deed upon its execution and delivery and to record the "Acceptance" together with such deed.

DATED: March 30, 2006

STATE OF ARIZONA

COUNTY OF MaricopaThis instrument was acknowledged before me this 6th day ofby Kevin M. Flynn and
A. J. Schlatter FlynnSignature Deborah J. Van Dyk
 Notary PublicMy Commission Expires: 5-28-2006

 Kevin M. Flynn


 A. J. Schlatter Flynn


Escrow No. 97025729-MD
Title Order No. 97025729

EXHIBIT ONE

Lot 2, Section 27, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 330 feet;

EXCEPT all coal, oil, gas and other mineral deposits reserved unto the United States of America in Patent recorded in Docket 1516, Page 313;

EXCEPT all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials as reserved onto the United States of America in Patent recorded in Docket 1516, Page 313.

Unofficial Document

AGREEMENT AND RELEASE BY GLO ABANDONMENT PARCEL OWNER

As an inducement to the City of Scottsdale ("City") to approve abandonment resolution No. _____, the undersigned ("Owner") hereby makes certain acknowledgements, representations, warranties and agreements (collectively the "Assurances") in favor of City as follows:

1. Owner acknowledges that:

1.1 Some or all of the right-of-way covered by the resolution is an easement created by a federal General Land Office (GLO) patent reservation.

1.2 City's intent by the resolution is to abandon only City's specified interests in the land.

1.3 Other persons or entities may claim that the resolution does not completely extinguish the General Land Office (GLO) easement or may claim rights for themselves or others to use the land for various purposes and/or to prevent any improvement or use of the land that is affected by the resolution.

2. Owner agrees that:

2.1 Owner shall proceed entirely at Owner's own risk as to any damages, delays, loss, difficulties, injury or other harm of any nature that Owner or any third party may now or hereafter suffer due to the existence or abandonment of the easement or due to the resolution or the issues recited above. Owner completely, unconditionally and irrevocably releases City from any and all legal or other responsibility for any such harm.

2.2 All of the Assurances run with the land in favor of City upon the right-of-way covered by the resolution and upon Owner's land adjoining such right-of-way.

2.3 City would not have approved the resolution without the Assurances.

3. Owner makes the Assurances on behalf of Owner and Owner's heirs, successors and assigns, and the Assurances are binding upon all of them.

4. Owner warrants and represents that:

4.1 Owner is the owner of the fee title to the land across which the General Land Office (GLO) easement passes.

4.2 Owner has delivered to City an "Agreement and Release by GLO Abandonment Parcel Lender, Tenant or Other Interest Holder" from each holder of fee title, leaseholds, liens, exclusive easements, and options (except for individual residential rental unit tenants).

STATE OF ARIZONA)
) ss.
County of Maricopa)

Owner: [Signature]

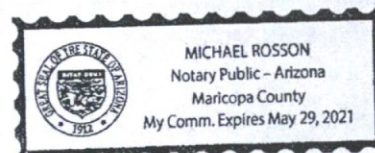
Subscribed, sworn to and acknowledged before me this 20 day of June,
2017 by Kevin Flynn

[Signature]
Notary Public

My Commission Expires:

5-29-2021

78268v40





Request for Site Visits and/or Inspections Development Application (Case Submittals)

This request concerns all property identified in the development application.

Pre-application No: 188 - PA - 2017

Project Name: Flynn GLOPE Abandonment

Project Address: 9634 N 120th Street

STATEMENT OF AUTHORITY:

1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the development application.

STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the development application in order to efficiently process the application.
2. I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.

Property owner/Property owners agent:

Kevin Flynn
Print Name

[Signature]
Signature

City Use Only:

Submittal Date: _____ Case number: _____

Planning, Neighborhood & Transportation Division

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

Rev. 9/2012

7-AB-2017
07/27/2017

APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

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

RIGHTS OF PROPERTY OWNER

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

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

APPEAL PROCEDURE

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

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

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

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

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

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

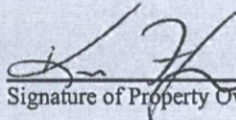
**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

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

9634 N 120th Street

(address where development approval, building permits, or city required improvements and dedications are being required)

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


Signature of Property Owner

7/7/17
Date



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

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

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

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

Countersigned:

By: Natalie Bombardieri
Authorized Signature



By:

Randy Quirk
Randy Quirk, President

Attest:

Michael Gravelle
Michael Gravelle, Secretary

Chicago Title Agency, Inc.
6710 N. Scottsdale Road, Suite 100
Scottsdale, AZ 85253

SCHEDULE A

Title Officer: **Joe Dani**
Escrow Officer: **Angel Haas**

Order No.: **C1700667-330-AH1**
Reference No.:

1. Effective Date: **January 20, 2017** at 7:30 a.m.
2. Policy or Policies to be issued: Amount of Insurance:
ALTA Homeowner's Policy (2-03-10) **\$450,000.00**

Proposed Insured:
Kevin Flynn and AJ Schlatter Flynn

None **\$0.00**

Proposed Insured:

None **\$0.00**

Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
FEE SIMPLE
4. Title to said estate or interest in said land is at the effective date hereof vested in:
John Mee, as Trustee, or any successor Trustee, under that certain Declaration of Trust named John Mee Family Trust, created by John Mee, as Trustor, dated March 21, 2000
5. The land referred to in this commitment is described as follows:
See Exhibit A attached hereto and by reference made a part hereof.

EXHIBIT A

LEGAL DESCRIPTION

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

LOT 23, SECTION 27, TOWNSHIP 3, NORTH, RANGE 5 EAST OF GILA AND SALT RIVER BASE AND MERIDIAN. .

APN: 217-33-038



SCHEDULE B – Section I
(Continued)

10. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed
Grantor(s): Orange County Public Administrator
Grantee(s): Kevin Flynn, a ____ person and AJ Schlatter Flynn, a ____ person

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

Note: Said Deed must disclose the names and addresses of the Beneficiaries under said Trust Agreement in conformance with ARS 33-404 or make proper reference to a recorded Affidavit of Disclosure as to said Trust.

Tax Note:

Year: 2016
Tax Parcel No.: 217-33-038
Total Tax: \$4,079.28
1st Installment: \$PAID
2nd Installment: \$PAID

The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, or the last conveyance affecting said Land, are as follows:

Grantor: John Mee
Grantee: John Mee, as Trustee, or any successor Trustee, under that certain Declaration of Trust named John Mee Family Trust, created by John Mee, as Trustor, dated March 21, 2000
Recording Date: May 15, 2000
Recording No.: 00-0367080

Grantor: Jean Mee
Grantee: John Mee, a married man as his sole and separate property
Recording Date: May 15, 2000
Recording No.: 00-0367079

END OF SCHEDULE B – SECTION I



SCHEDULE B – SECTION II

EXCEPTIONS

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

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 - B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.
1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2017.
 2. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
 3. Water rights, claims or title to water, whether or not disclosed by the Public Records.
 4. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.
 5. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.
 6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: roadway and Public utilities
 Recording No.: Docket 3214, Page 577
 7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: electric transmission lines
 Recording No.: Docket 4314, Page 577
 8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: right of way
 Recording No.: Docket 4470, Page 281
 9. Matters contained in that certain document

Entitled: Assignment of Electric Transmission Line Right-of-Way Easement
 Recording No.: 1988-73483

Reference is hereby made to said document for full particulars.

END OF SCHEDULE B – SECTION II

CONDITIONS

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

Chicago Title Agency, Inc.

DISCLOSURE NOTICES

Good Funds Law

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

PURCHASER DWELLING ACTIONS NOTICE

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

NOTICE:

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

1. Print must be ten-point type (pica) or larger.
2. 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.
3. Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

NOTICE:

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.



FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver’s license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize “do not track” requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a

small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the

FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those

instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016

ATTACHMENT ONE (01-01-08)

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured

mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

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

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

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

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy

which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

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

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

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

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

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

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 in 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 that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

- a. building
- b. zoning
- c. Land use
- d. improvements on Land
- e. land division
- f. environmental protection

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

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

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

a. notice of exercising the right appears in the Public Records at the Policy Date; or

b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:

a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.

b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

c. that result in no loss to You; or

d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b. in streets, alleys, or waterways that touch the Land.

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

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- a. building;
- b. zoning;
- c. land use;
- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or

(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.

5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.

6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.

7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.

8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:

(a) The time of the advance; or

(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.

9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

SE-27-3N-5E

RIGHT OF WAY EASEMENT

JOHN MEE and JEAN B. MEE, husband and wife

the County of Orange, State of California, herein called the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations paid by ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, herein called the Grantee, the receipt of which is hereby acknowledged, do hereby grant and convey unto the Grantee, its successors and assigns, a right of way easement 240 feet in width, in, upon, over and across the lands hereinafter described, to erect, construct, reconstruct, replace, repair, maintain and use a line or lines of poles or steel towers and wires or cables suspended thereon and supported thereby, and underground conduits, cables, vaults and manholes, for the transmission and distribution of electricity, and for all other purposes connected therewith, and for telephone, signal and communication purposes, including guys, anchorage, crossarms, braces and all other appliances and fixtures for use in connection therewith, and also for pipelines for any and all purposes, together with their necessary fixtures and appurtenances, at such locations and elevations, upon, along, over and under the hereinafter described right of way as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress thereto and egress therefrom, to and along said right of way. Grantee is hereby authorized to permit the attachment of wires, cables and facilities of others to the poles, towers or structures maintained by it pursuant to this easement.

The lands through and across which this right of way easement is granted are situated in the County of Maricopa, State of Arizona, and are particularly described as:

The North half of the Southeast quarter of the Northeast of the Southeast quarter (N²SE⁴NE⁴SE⁴) of Section Twenty-seven (27), Township Three (3) North, Range Five (5) East of the Gila and Salt River Base and Meridian.

The center line of said right of way easement in the aforesaid lands is particularly described as follows:

Beginning at a point on the North property line 308.14 feet West of the East property line; thence South 36°09'17" East 409.07 feet to a point on the South property line, said point located 67.41 feet West of the said East property line.

John Mee
P.O. Box 2591

250

John Mee

Arizona Public Service
FEB 20 1963 - 11 40
281-282

31891

06-MISC

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure, plant any trees or drill any well, within the limits of said right of way.

Grantee shall have the right to erect, maintain and use gates in all fences which now cross or shall hereafter cross said right of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

Grantor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment or other property of the Grantee or the use thereof.

In the event the Grantee permanently abandons said right of way, all Grantee's rights hereunder shall cease, except for the right to remove any and all property placed upon said right of way within a reasonable time subsequent to such abandonment.

The provisions hereof shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor has Executed this instrument the 10th day of February, 1963
Executed in the Presence of:

John Mee

Jean B Mee

DKT 4470 PAGE 282
STATE OF CALIFORNIA
COUNTY OF

Orange

SS.

On February 6, 1963

before me, the undersigned, a Notary Public in and for
County and State, personally appeared

Jean Mee and Jean B. Mee

known to me to be the person(s) whose name(s) is (are)
subscribed to the within instrument and acknowledged that
they executed the same.

(Seal)

Almalene Hegert
(Notary signature line)

ALMALENE HEGERT, Notary Public in and
for the County of Orange, State of California

My Commission Expires December 11, 1963
(Sec. 8205 - Government Code 1959)

Misc.-165 (Rev. 2-60) (G.S.) Ack. General (Photo Form)
2-17-60 (8 pt.)

No. 12048

EASEMENT

FROM

TO

ARIZONA PUBLIC SERVICE COMPANY

Dated A. D. 19

Filed and recorded at the request of

A. D. 19

M.

et

Book

Pages

County Recorder

By Deputy Recorder

12048

Unofficial Document

Notary Public

My commission expires:

WITNESS my hand and official seal the day and year in this certificate above written.

by

19

day of

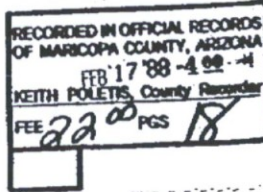
This instrument was acknowledged before me this

SS.

County of

STATE OF ARIZONA

First American Title



When Recorded Return To:
SALT RIVER PROJECT
P.O. Box 52025
Phoenix, Arizona 85072-2025
Attn: Mr. Robert E. Babcock
Public Lands Division

ASSIGNMENT (AS)

ASSIGNMENT OF ELECTRIC TRANSMISSION
LINE RIGHTS-OF-WAY EASEMENTS

88 073483

2/3 201-02-879313

1.0 Parties.

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation ("APS"), and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized under the laws of the state of Arizona ("SRP").

2.0 Recitals.

2.1 APS operates certain electric transmission powerlines within a transmission line right-of-way known as the Pinnacle Peak to Ocotillo 230kV Transmission Line Corridor (the "Corridor").

2.2 The Corridor is comprised of a series of rights-of-way easements (the "Rights-of-Way"), as more particularly described in the instruments set forth in Exhibit A annexed hereto and incorporated herein by this reference, pursuant to which APS was granted the right to construct, install, operate, repair, maintain, upgrade and/or remove said electric transmission powerlines.

2.3 SRP has been authorized by the Arizona Corporation Commission to construct and install a

88 072453

230KV electric transmission line (the "SRP Transmission Line") within the Corridor, and to this end, desires to acquire from APS, by assignment, the right to construct, install, operate, maintain, repair, upgrade and/or remove said facilities within a portion of the Rights-of-Way, as more particularly described in Exhibit B, annexed hereto and incorporated herein by this reference (hereinafter, that portion of the Rights-of-Way to be assigned to SRP pursuant to this Agreement shall be referred to as the "Assigned Premises.").

3.0 Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter set forth and other good and valuable consideration, the parties agree as follows.

4.0 Assignment.

APS does hereby sell, assign and transfer to SRP and its successors and assigns, APS' right, title and interest in the Assigned Premises, subject to the terms and provisions of the various instruments set forth in Exhibit A annexed hereto, and further subject to such rights and interests of third parties in the Assigned Premises as are of

- 2 -

88 073483

record or which are identifiable through survey and visual inspection of the Assigned Premises (collectively the "Third Party Interests").

5.0 Warranty.

APS warrants that upon the date hereof, the Assigned Premises shall be free and clear of all liens and encumbrances, except the Third Party Interests, and that APS shall defend its title to the Assigned Premises against all third parties claiming through APS. The warranty provided for in this Section 5.0 shall be the exclusive warranty given to SRP by APS pursuant hereto, and all other warranties, expressed or implied, are hereby expressly excluded.

6.0 Acceptance and Assumption.

SRP and its successors and assigns do hereby accept the assignment of the Assigned Premises, and assume and agree to perform all obligations of APS under the various instruments set forth in Exhibit A annexed hereto, as they relate to the Assigned Premises, which arise on and after the date hereof.

* * *

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* * *

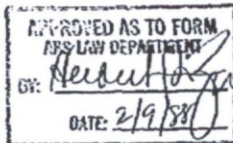
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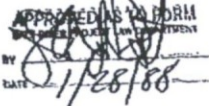
7.0 Execution.

IN WITNESS WHEREOF, the parties have caused their respective names to be signed hereto by their authorized officers or representatives on this 17th day of February, 1988.

ARIZONA PUBLIC SERVICE COMPANY



BY: [Signature]
ITS: Vice President

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

BY: [Signature]
ITS: President

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ACKNOWLEDGEMENTS

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

The foregoing instrument was acknowledged
before me this 16th day of February, 1988, by
Donald B. Kerner of ARIZONA PUBLIC SERVICE
COMPANY, an Arizona corporation, on behalf of said
corporation.


Notary Public

My commission expires:

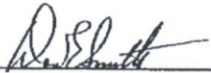
My Commission Expires Sept. 10, 1991

- 5 -

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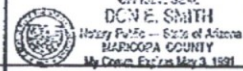
STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

The foregoing instrument was acknowledged
before me this 29th day of January, 1988, by
JOHN K. LASSEN of SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an
agricultural improvement district organized under
the laws of the state of Arizona, on behalf of said
improvement district.



Notary Public

My commission expires:



- 6 -

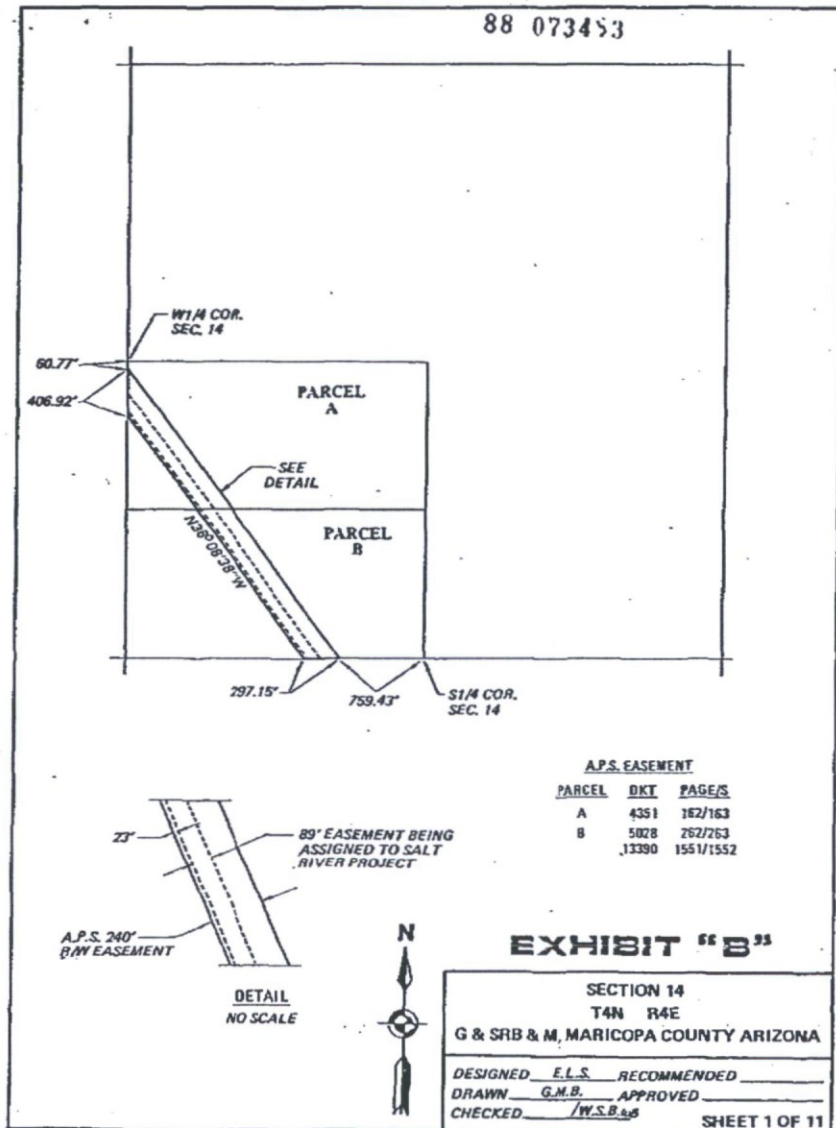
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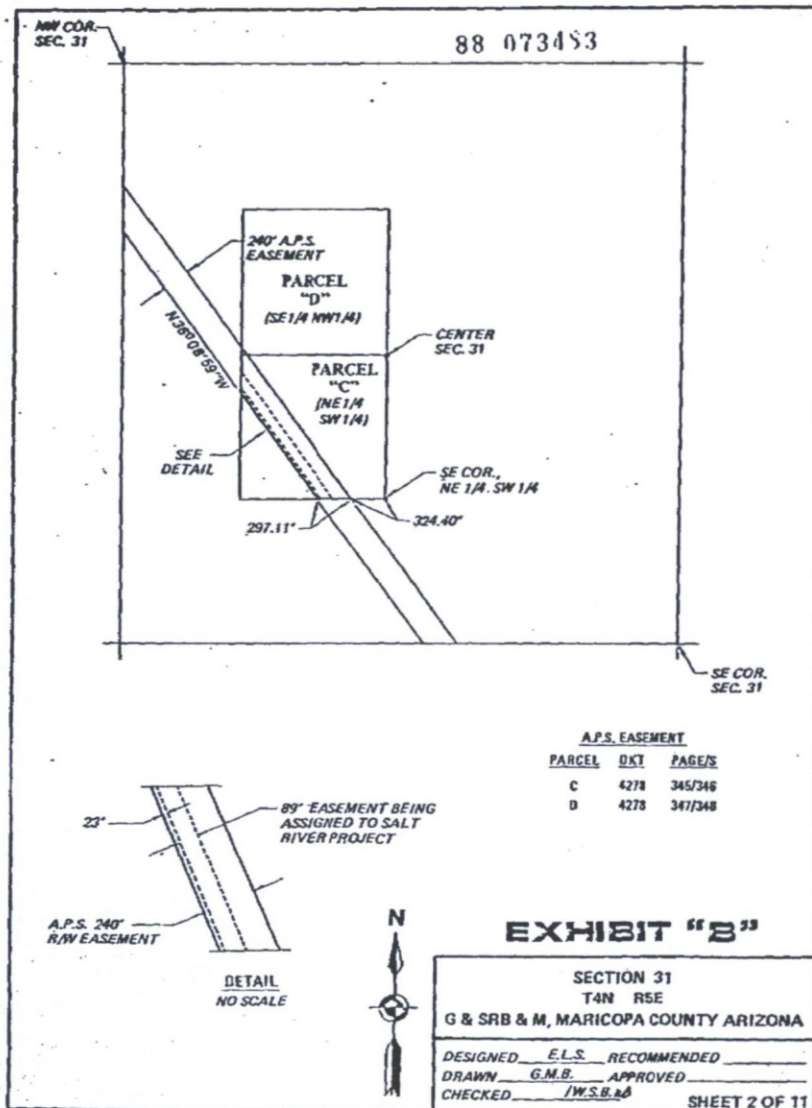
Exhibit A

<u>GRANTOR</u>	<u>DATE</u>	<u>DOCKET</u>	<u>PAGE/S</u>
Charles E. Schulte	5/22/62	4153	54/55
Lois H. Bartlett	5/21/62	4153	58/59
W.W. and Lois H. Bartlett	5/21/62	4153	52/53
Chester A. Chenoweth	3/30/62	4153	56/67
Ben Costanten, et al	5/23/62	4160	307/308
Leon Fink	5/ 8/62	4169	308/309
Margaret and Carl Grashorn	6/ 7/62	4172	416/417
Richard and Patricia A. Fink	5/ 8/62	4186	209/210
Gertrude E. Miller	5/ 7/62	4199	559/560
J. Sterling Rockefeller	7/ 2/62	4207	112/113
Margaret G. Claypool, et al	3/30/62	4208	553/554
W.B. and Helen Griffith, et al	7/ 9/62	4212	369/370
Phoenix Title and Trust Company	5/29/62	4245	534/535
Marley Brown	7/19/62	4278	345/346
Joseph and Helen M. Eivar	10/19/62	4333	256/257
Phoenix Title and Trust Company	7/12/62	4351	162/163
Loren L. & Sharon J. Baumgardner	1/ 7/63	4424	435/436
George and Gladys I. Barth	2/ 2/63	4453	13/14
John and Jean B. Mee	2/ 6/63	4470	281/282
General Investment Company	3/ 4/64	5028	262/263
General Investment Company	3/ 4/64	5028	226/227
General Investment Company	3/ 4/64	5028	248/249
General Investment Company	3/ 4/64	5028	250/251
General Investment Company	3/ 4/64	5028	252/253
General Investment Company	3/ 4/64	5028	254/255
USLife Title Company of Arizona	3/16/73	10046	1350/1352
USLife Title Company of Arizona	3/16/73	10046	1344/1346
USLife Title Company of Arizona	3/16/73	10046	1347/1349
USLife Title Company of Arizona	3/16/ 3	10046	1353/1355
USLife Title Company of Arizona	3/16/73	10046	1356/1358
USLife Title Company of Arizona	3/16/73	10046	1359/1361
USLife Title Company of Arizona	3/16/73	10046	1362/1364
Tom Donato Construction Co., Inc.	7/21/78	13048	1103/1104
RSP Realty Consultants, Inc.		13390	1551/1552
Phoenix Title and Trust Company	9/17/64	5229	71/72

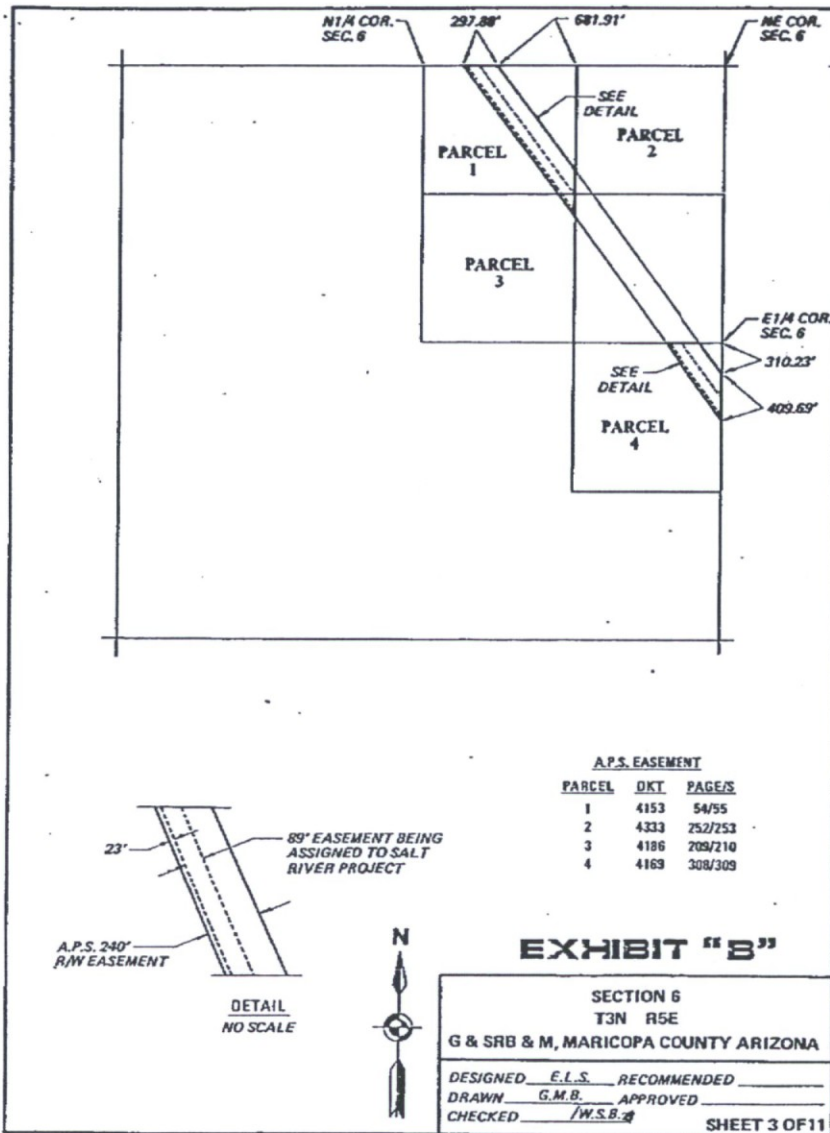
<u>GRANTOR</u>	<u>DATE</u>	<u>SALE NO.</u>	<u>LEASE NO.</u>
State of Arizona	1/23/64	4	3330

- 7 -

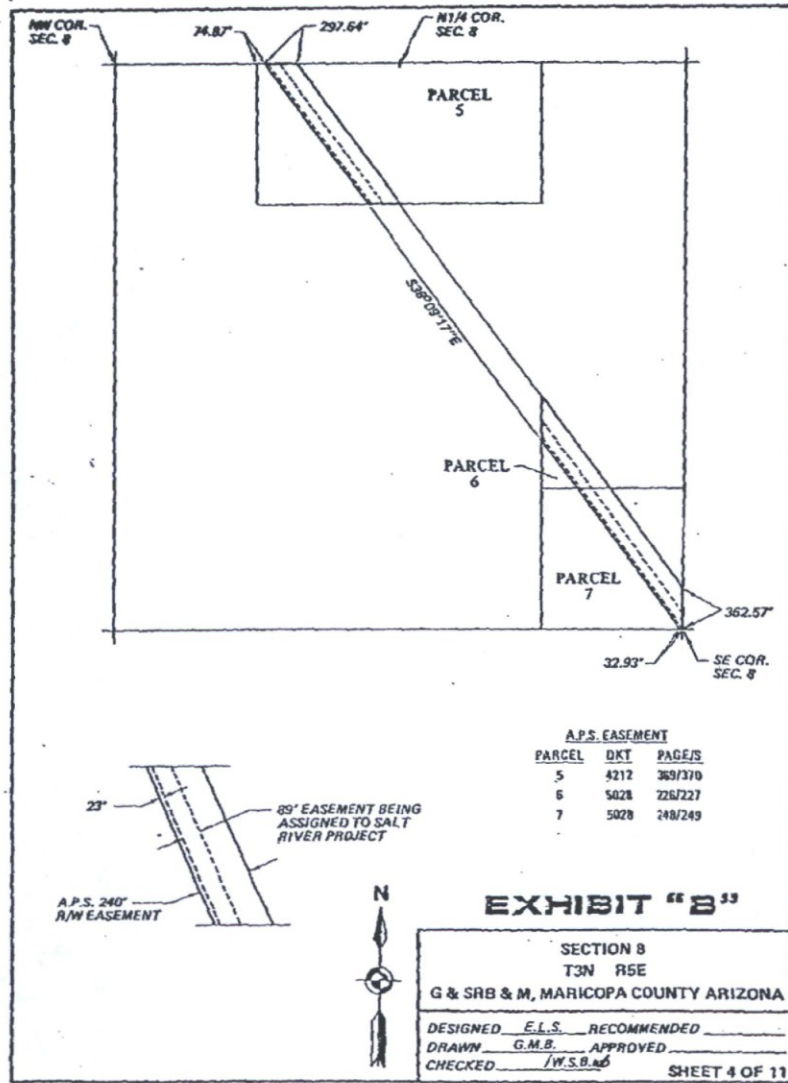




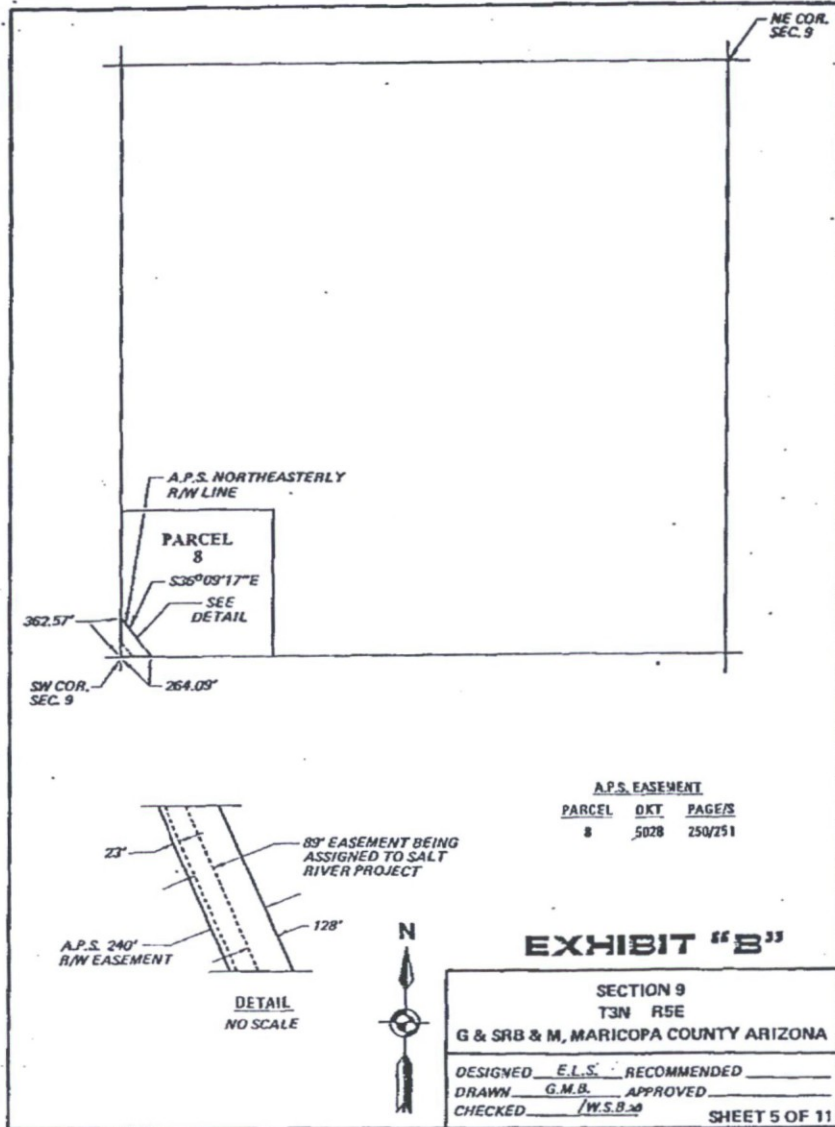
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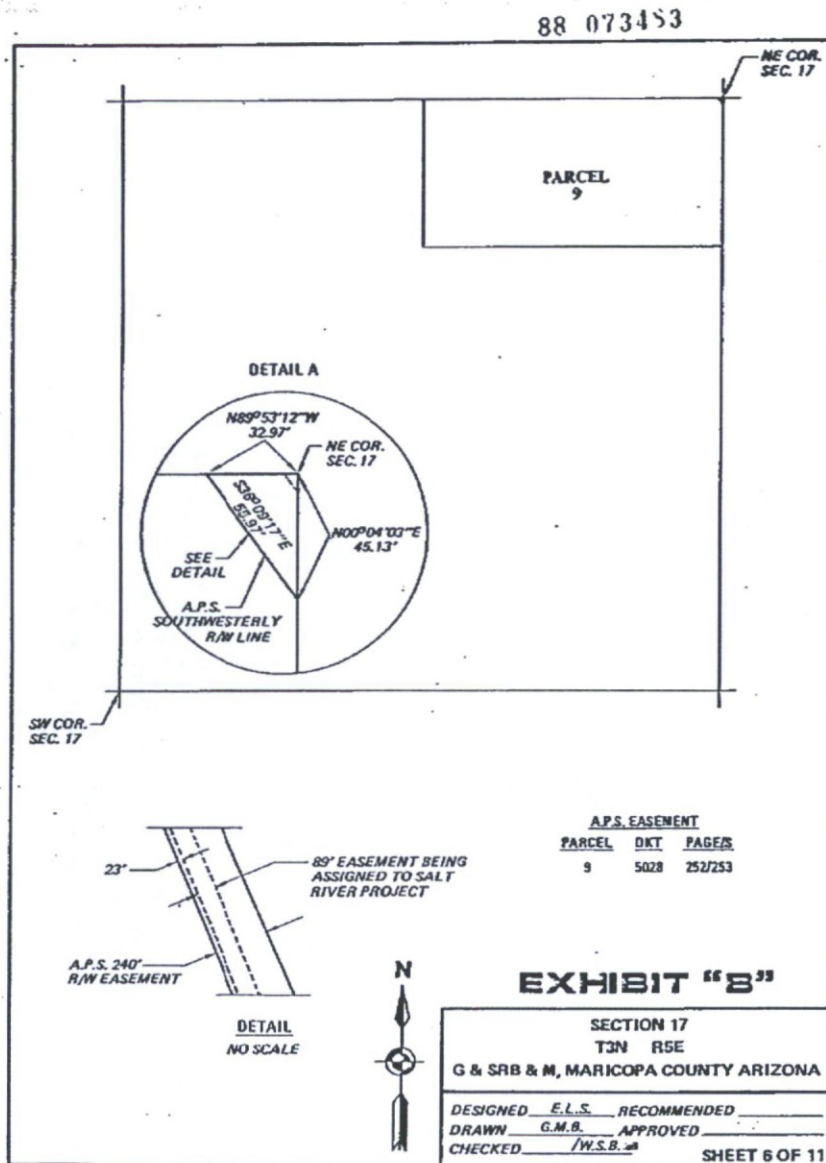


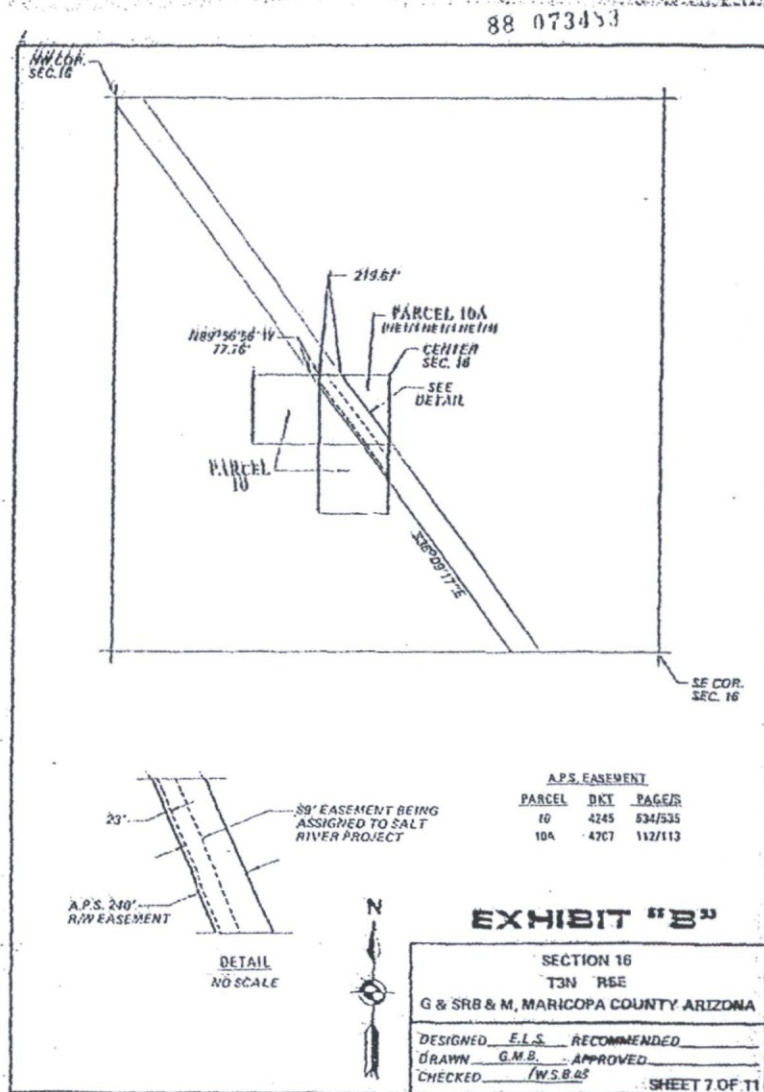
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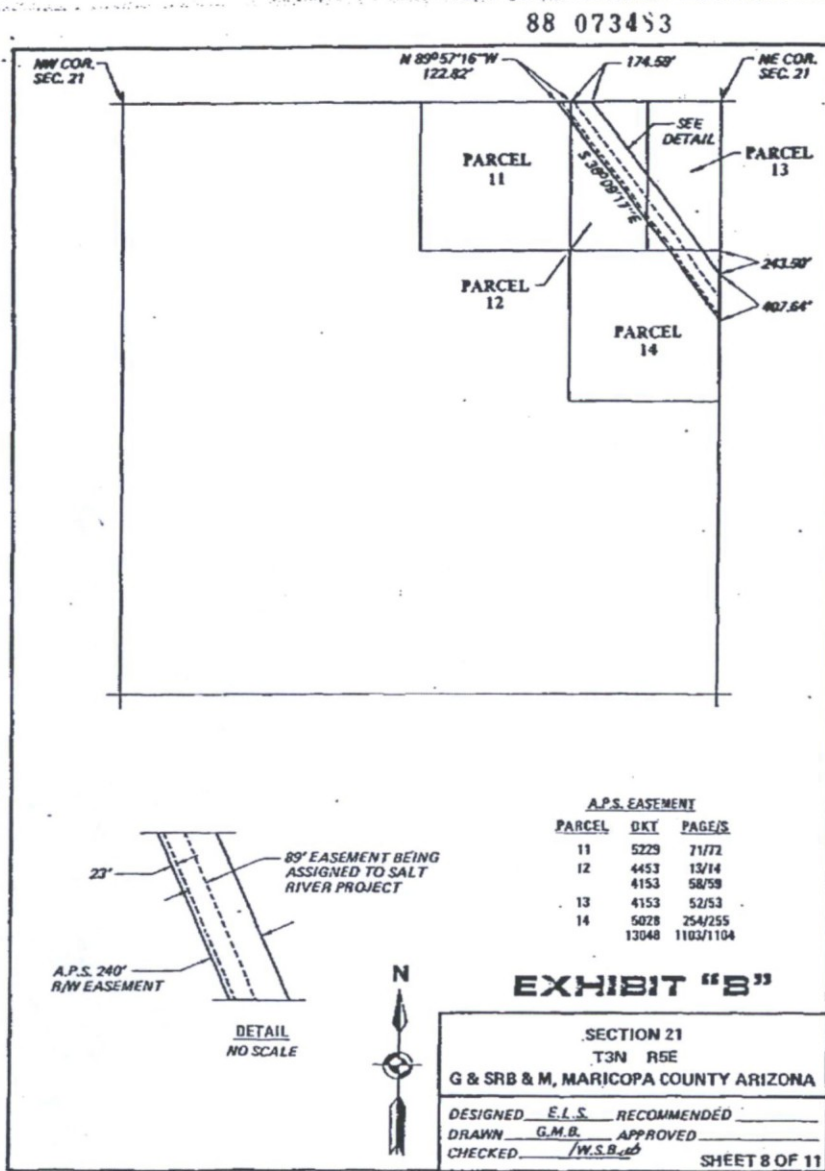


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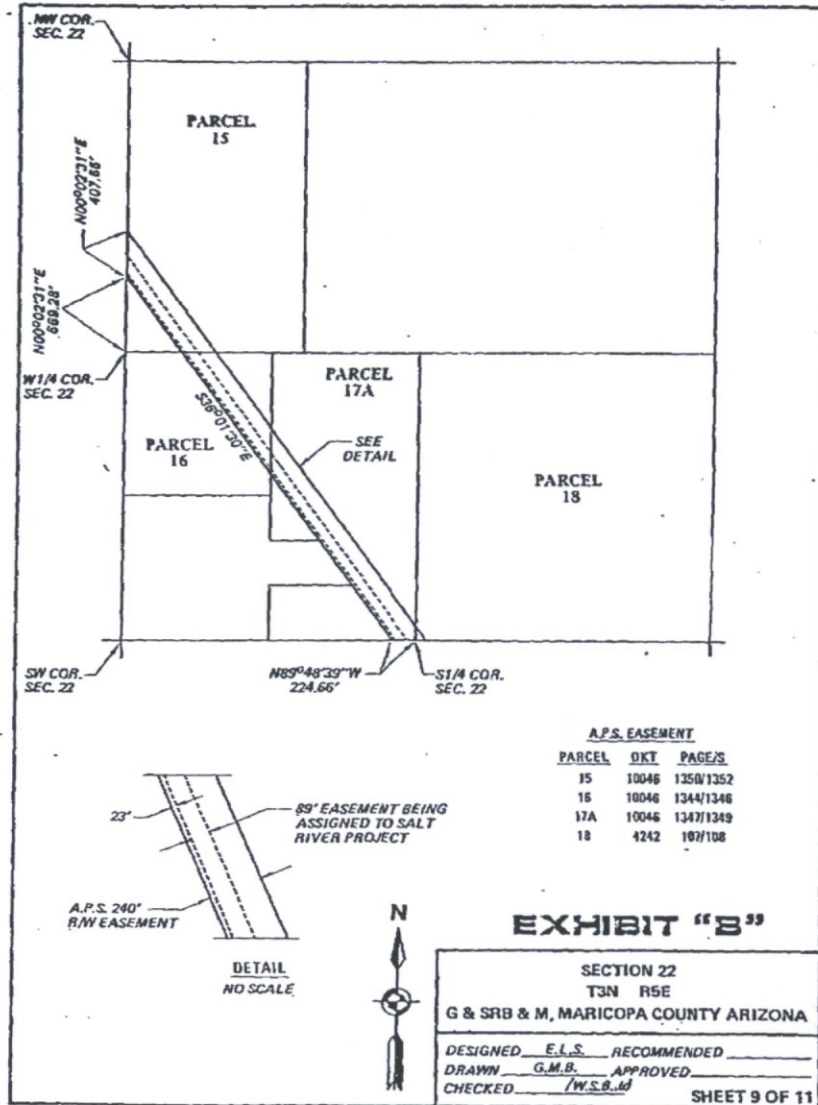


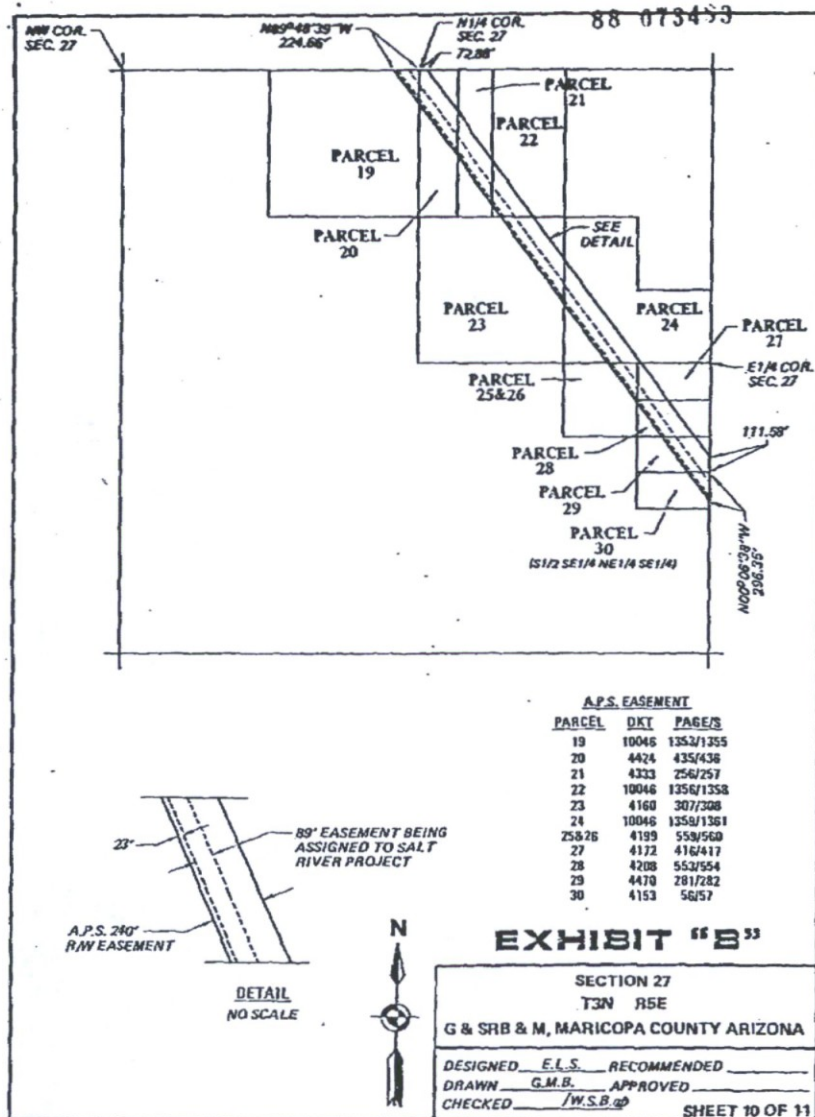






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6-1022
(Rev. 1933)

Patent 082323

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land and Survey Office at Phoenix, Arizona, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant **Isley Ford Thoms Jeffrey**

pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following described land:

**State and Salt River Section, Arizona.
T. 3 N., R. 3 E.,
Sec. 27, Lot 23.**

The area described contains **5** acres, according to the Official Plat of the Survey of the said Land, as file in the Bureau of Land Management.

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is subject to a right-of-way not exceeding **20** feet in width, for roadway and public utilities purposes, to be located **across said land or as near as practicable to the exterior boundaries.**

Excepting and reserving, also to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same. **Subject to the right of way of the Bureau of Reclamation electric transmission line, approved by the Secretary March 2, 1939 under Subsection P, Section 4, Act of December 1, 1924 (43 Stat. 765).**

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1938 (52 Stat. 474), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **SEVENTH**

SEVENTH day of **APRIL** in the year of our Lord one thousand nine hundred and **FIFTY-FOUR** and of the Independence of the United States the one hundred and **SEVENTY-THIRD**.

For the Director, Bureau of Land Management.

Patent No. **1111457**

Rose M. Beall
Acting Chief Patent Section

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WASHINGTON 25, D. C. SEP. 13 1957

I hereby certify that this photograph is a true copy of the patent record, which is in my custody in this office.

3214-577

Charles E. Collins
Certifying Officer

STATE OF ARIZONA County of Maricopa

560 MAR 28 1958 3214-577

Record of Maricopa County, Arizona

WITNESS my hand and official seal the day and year first above written

N. C. KELLY, Maricopa County Recorder

By

E. J. Allen

Deputy

6-1582
(Rev. 1953)

Form 100-23

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land and Survey Office at Phoenix, Arizona, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant **Harry Ford Thiele Jeffrey**

pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following described land:

**State and Salt River Section, Arizona.
T. 3 N., R. 3 E.,
Sec. 27, Lot 23.**

The area described contains **9** acres, according to the Official Plat of the Survey of the said Land, as file in the Bureau of Land Management.

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described, TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is subject to a right-of-way not exceeding **20** feet in width, for roadway and public utilities purposes, to be located across said land or as near as practicable to the exterior boundaries.

Excepting and reserving, also to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissile materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same. Subject to the right of way of the Bureau of Reclamation electric transmission line, approved by the Secretary March 2, 1939 under Subsection 2, Section 4, Act of December 2, 1924 (43 Stat. 704).

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **SEVENTH** day of **APRIL** in the year of our Lord one thousand nine

hundred and **FIFTY-FOUR** and of the Independence of the United States the one hundred and **SEVENTY-THIRD**.

For the Director, Bureau of Land Management.

Patent No. **1111057**

Rose M. Beall
Acting Chief Patent Section

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WASHINGTON 25, D. C. SEP 13 1957

I hereby certify that this photograph is a true copy of the patent record, which is in my custody in this office.

DKT 3214-577

Charles E. Collier
Certifying Officer

STATE OF ARIZONA, County of Maricopa

1960 MAR 28 1 58

Page **1** of **1** Record of Maricopa County, Arizona

WITNESS my hand and official seal the day and year first above written

2827-2630 *H. H. H.*

N. C. KELLY, Maricopa County Recorder

By *E. H. H.*

DEED 53183

Deputy **112**

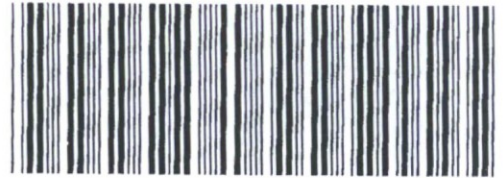
7-AB-2017
07/27/2017

RECORDING REQUESTED BY

James F. Roberts, Atty.
3111 N. Tustin Ave., #105
Orange CA 92865

WHEN RECORDED MAIL TO:

JOHN MEE
824 ARROUES DRIVE
FULLERTON, CALIFORNIA 92835



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

00-0367079 05/15/00 03:23

OSCAR 4 OF 24

Space Above This Line For Recorder's Use

CLIENT NO.: 99-04-0072

QUIT CLAIM DEED

EXEMPT PER 11-1134 B8

The undersigned Grantor declares that the documentary transfer tax is \$ None *.

The land, tenements or realty is located in / / Unincorporated area /X/ City of Scottsdale

FOR NO CONSIDERATION, JEAN MEE, hereby QUIT CLAIM(S) to JOHN MEE, a married man as his sole and separate property, her interest in the following described real property in the City of Scottsdale, County of Maricopa, State of Arizona:

LOT 23, SECTION 27, TOWNSHIP 3, NORTH, RANGE 5 EAST OF GILA AND SALT RIVER BASE AND MERIDIAN.

PARCEL #217-33-038 5

* THIS IS A BONAFIDE GIFT AND THE GRANTOR RECEIVED NOTHING IN RETURN, R & T 11911. This conveyance is a transfer between wife and husband to establish sole and separate property of husband.

DATED: March 21, 2000

Jeane Mee
JEAN MEE
John Mee

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On March 21, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN MEE, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official Seal.

Michael J. Duarte
Notary Public



MAIL TAX STATEMENTS TO: JOHN MEE, 824 ARROUES DRIVE, FULLERTON, CALIFORNIA 92835

7-AB-2017
07/27/2017

RECORDING REQUESTED BY

James F. Roberts, Atty.
3111 N. Tustin Ave., #105
Orange CA 92865

WHEN RECORDED MAIL TO:

JOHN MEE
824 ARROUES DRIVE
FULLERTON, CALIFORNIA 92835



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

00-0367080 05/15/00 03:23

OSCAR 5 OF 24

Space Above This Line For Recorder's Use

CLIENT NO.: 99-04-0072

QUIT CLAIM DEED

The undersigned Grantor declares that the documentary transfer tax is \$ None *. EXEMPT PER 11-1134 B8
The land, tenements or realty is located in / / Unincorporated area /X/ City of Scottsdale

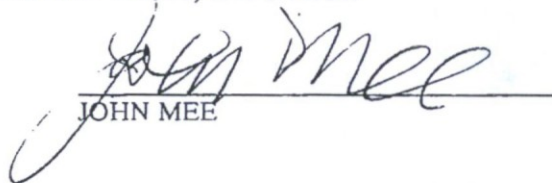
FOR NO CONSIDERATION, JOHN MEE, hereby QUIT CLAIM(S) to JOHN MEE, as Trustee, or any successor Trustee, under that certain Declaration of Trust named JOHN MEE FAMILY TRUST, created by JOHN MEE, as Trustor, dated March 21, 2000, the following described real property in the City of Scottsdale, County of Maricopa, State of Arizona:

LOT 23, SECTION 27, TOWNSHIP 3, NORTH, RANGE 5 EAST OF GILA AND SALT RIVER BASE AND MERIDIAN.

PARCEL #217-33-038 5

* THIS CONVEYANCE TRANSFERS INTEREST INTO A LIVING TRUST, R & T 11930.

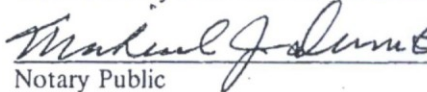
DATED: March 21, 2000

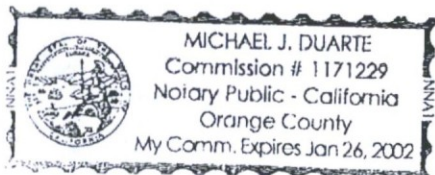

JOHN MEE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On March 21, 2000, before me, the undersigned, a Notary Public in and for said County and State personally appeared JOHN MEE, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official Seal.


Notary Public



MAIL TAX STATEMENTS TO: JOHN MEE, 824 ARROUES DRIVE, FULLERTON, CALIFORNIA 92835

7-AB-2017
07/27/2017



Enclosed: Preliminary Title Commitment

Property: 120th St, Scottsdale, AZ 85259

Date: July 12, 2017

County: Maricopa

Order No.: NXAZ-0267106

Reference: Flynn

THIS INFORMATION IS NOT PART OF THE PRELIMINARY TITLE COMMITMENT. YOU SHOULD READ THE PRELIMINARY TITLE COMMITMENT VERY CAREFULLY.

Your Escrow Team:

STAFF		Email	Direct
Donna Cathey	Escrow Operations Manager AZ	dcathey@nextitle.com	(480) 385-7213

For any questions on your preliminary title report, please contact us at **480-269-8881** *during business hours* Monday through Friday from 8:30 AM to 5:00 PM PST or e-mail us at aztitle@nextitle.com

Title Orders: AZOrders@nextitle.com

Your Title Team:

STAFF		Email	Direct
Travis Farr	Title Officer	tdfarr@nextitle.com	(602)648-4871

Thank you for choosing **NexTitle, A Title and Escrow Co.**, We value your business.
Please let us know how we can help.



NexTitle, A Title and Escrow Co., 15333 N Pima Road, Suite 235, Scottsdale, AZ 85260
Main: (480)385-7200 Main Fax: (425)974-1472, Website: www.nextitle.com
Alaska | Arizona | California | Florida | Hawaii | Idaho | Nevada | Oregon | Washington



ALTA COMMITMENT 2006

Issued By
NEXTITLE, A TITLE AND ESCROW CO.

Agent For
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: NXAZ-0267106 Amendment No. 1 7/12/2017

SCHEDULE A

1. Commitment Date: June 29, 2017 at 8:00AM
2. Policy (or Policies) to be issued:

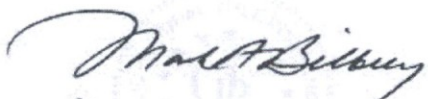
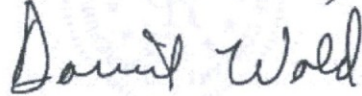
Owner's Policy	ALTA Owner's Policy, (6-17-06) Standard Coverage	Amount
	Coverage Amount \$550,000.00	\$550,000.00
Proposed Insured	The City of Scottsdale	Premium: \$1,997.00

3. FEE interest in the land described in this Commitment is owned, at the Commitment Date, by:
Kevin Flynn and AJ Schlatter Flynn, husband and wife, as community property with right of survivorship
4. The land referred to in the Commitment is described as follows:
See attached Exhibit A

Issued By:
NEXTITLE, A TITLE AND ESCROW CO.
15333 N Pima Road, Suite 235
Scottsdale, AZ 85260

COUNTERSIGNED: Gerry Guerin
Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements that must be met:

1. Pay the premiums, fees and charges for the policy.
2. Pay all taxes, charges, and assessments affecting the land that are due and payable.
3. Documents satisfactory to us creating the interest in the land and the mortgage to be insured must be signed, delivered and recorded.
4. Tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. The map attached, if any, may or may not be a survey of the land depicted hereon. NexTitle, A Title and Escrow Co. and/or its underwriter expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the Title Insurance Policy, if any, to which this map is attached.
6. Please be aware many Lenders are now requiring any request for up-dated information, confirmation of figures and the pay-off check be from the Title Company to which the demand was sent or which was noted on the demand as the Title Company in the transaction. Therefore, this Company will require any demands for existing liens be directed to NexTitle, A Title and Escrow Co., or at least noted thereon as the Title Company that will be insuring the proposed transaction. Please be sure such demands also reference our Order Number as well as your Escrow Number.

Additional Requirements for "Short Sale" transactions in which a lender will accept less than the outstanding balance of its loan as full satisfaction of the obligation:

The Company will require, prior to issuance of a Policy of Title Insurance, evidence that the first-position Trust Deed holder has received and acknowledged all payments to be made to subordinate-position lien holders, regardless of whether such payments are to be made from the proceeds or from contributions by Real Estate Brokers and/or Buyers in the subject transaction, or from other third-party sources. Evidence shall include but not be limited to: (a) a written demand from the first-position Trust Deed holder acknowledging and approving payments to subordinate-position lien holders from proceeds and otherwise; or (b) a supplemental letter or amended demand from the first-position lien holder acknowledging payments to be made to subordinate lien holders from sources other than proceeds (including broker commissions and additional buyer deposits).

7. 2016 taxes are paid in full:

NOTE: Property taxes, including any assessments collected with taxes for tax year 2016 are as follows:

Parcel No.	217-33-038
1st Installment:	\$2,039.64
2nd Installment:	\$2,039.64

SCHEDULE B - SECTION I

(Continued)

8. 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.

9. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title Insurance.

Party(s): Kevin Flynn and AJ Schlatter Flynn

10. Record Warranty Deed from Kevin Flynn and AJ Schlatter Flynn, husband and wife to the City of Scottsdale

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

11. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

None.

SCHEDULE B - SECTION II EXCEPTIONS

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

PART ONE:

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of person in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public record.
- E. (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 are excepted under (a), (b) or (c) are shown by the public records; (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements and equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law or not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the escrow or interest or mortgage(s) thereon covered by this commitment.

Paragraphs A, B, C, D, E, F, G and H will not appear as printed exceptions on extended coverage policies, except as to such parts appear as parts thereof which may be typed as a special exception.

**SCHEDULE B - SECTION II - PART 2
EXCEPTIONS**

PART TWO:

1. Any taxes and assessments for the tax year 2017, a lien, not yet due and payable.
2. Water rights, claims or title to water, whether or not disclosed by the public records.
3. Any rights, interests, or claims of parties in possession of the Land not shown by the public records.
4. Reservations or exceptions in the Patent to said land or in Acts authorizing the issuance thereof.
5. Excepting and reserving, to the United States, all the coal and other minerals, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916, (39 Stat., 862)
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: right of way easement
Recording No.: Docket 4470, Page 281

Thereafter an Assignment of Electric Transmission Line Rights-of-Way and Easements recorded as Instrument No. 88-073483
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: electronic transmission lines
Recording No.: Docket 3214, Page 577
8. All matters set forth in Resolution No. 8654 recorded under Recording No. 2011-393819

EXHIBIT A

LOT 23, SECTION 27, TOWNSHIP 3, NORTH, RANGE 5 EAST OF GILA AND SALT RIVER BASE AND
MERIDIAN.

FACTS
**WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?**

Why?	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.
What?	<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"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	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?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

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

What we do	
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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
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"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <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"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <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>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • 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.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	<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"> • Old Republic Title doesn't jointly market.

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 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				



15333 N Pima Road, Suite 235
Scottsdale, AZ 85260
Phone: (480)385-7200
Fax: (425)974-1472
www.nextitle.com

GOOD FUNDS AND WIRING INSTRUCTIONS

The law requires that funds be deposited in the Title Company Escrow Account and available for withdrawal prior to disbursement. Funds received by NexTitle, A Title and Escrow Co. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a Washington Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your Title or Escrow Officer. All Escrow and Sub-Escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by NexTitle, A Title and Escrow Co.. NexTitle, A Title and Escrow Co. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and NexTitle, A Title and Escrow Co., shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by NexTitle, A Title and Escrow Co. Such benefits shall be deemed additional compensation to NexTitle, A Title and Escrow Co. for its services in connection with the Escrow or Sub-Escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

WIRE TRANSFER INSTRUCTIONS

Bank: US Bank
2222 W Camelback Rd, Ste 100
Phoenix, AZ 85016

Owner: NexTitle, A Title and Escrow Co.
Account No.: 151703436577
ABA No.: 122105155

WIRE DETAILS MUST INCLUDE THE FOLLOWING REFERENCE INFO OR BE SUBJECT TO REJECTION

OUR ESCROW NO.: NXAZ-0267106
OUR BORROWER NAME:
PROPERTY ADDRESS: 120th St

PLEASE NOTE: OUR OFFICE DOES NOT ACCEPT ACH TRANSFERS. THESE INSTRUCTIONS ARE FOR THE PURPOSE OF SENDING WIRE TRANSFERS ONLY.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY