

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

DESCRIPTION

OF PORTION OF GENERAL LAND OFFICE
PATENT EASEMENT TO BE RELEASED AND ABANDONED
7107 E. LOWDEN DRIVE, SCOTTSDALE, AZ 85262

A portion of that right-of-way for roadway and public utilities purposes described in Land Patent reservation recorded in Docket 3304, Page 496, Records of Maricopa County, Arizona, located within the Northwest quarter of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 22, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Southwest corner of said Northwest quarter from which the Southeast corner of said Northwest quarter bears North 89 degrees 48 minutes 26 seconds East 330.14 feet;

THENCE North 00 degrees 00 minutes 13 seconds East 309.97 feet along the West line of said Northwest quarter to the South line of the North 20.00 feet of said Northwest quarter;

THENCE North 89 degrees 48 minutes 33 seconds East 330.22 feet along said South line to the East line of said Northwest quarter;

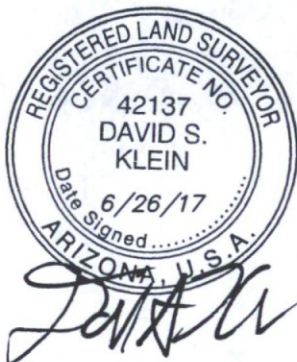
THENCE South 00 degrees 01 minute 08 seconds West 13.00 feet along said East line to the South line of the North 33.00 feet of said Northwest quarter;

THENCE South 89 degrees 48 minutes 33 seconds West 297.22 feet along said South line to the East line of the West 33.00 feet of said Northwest quarter;

THENCE South 00 degrees 00 minutes 13 seconds West 296.97 feet along said East line to the South line of said Northwest quarter;

THENCE South 89 degrees 48 minutes 26 seconds West 33.00 feet along said South line to the POINT OF BEGINNING.

Comprising 14,093 square feet more or less, subject to all easements of record.



EXPIRES 3/31/20


SUPERIOR
SURVEYING SERVICES, INC.

DATE: 5/19/16

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

JOB NO.: 160515

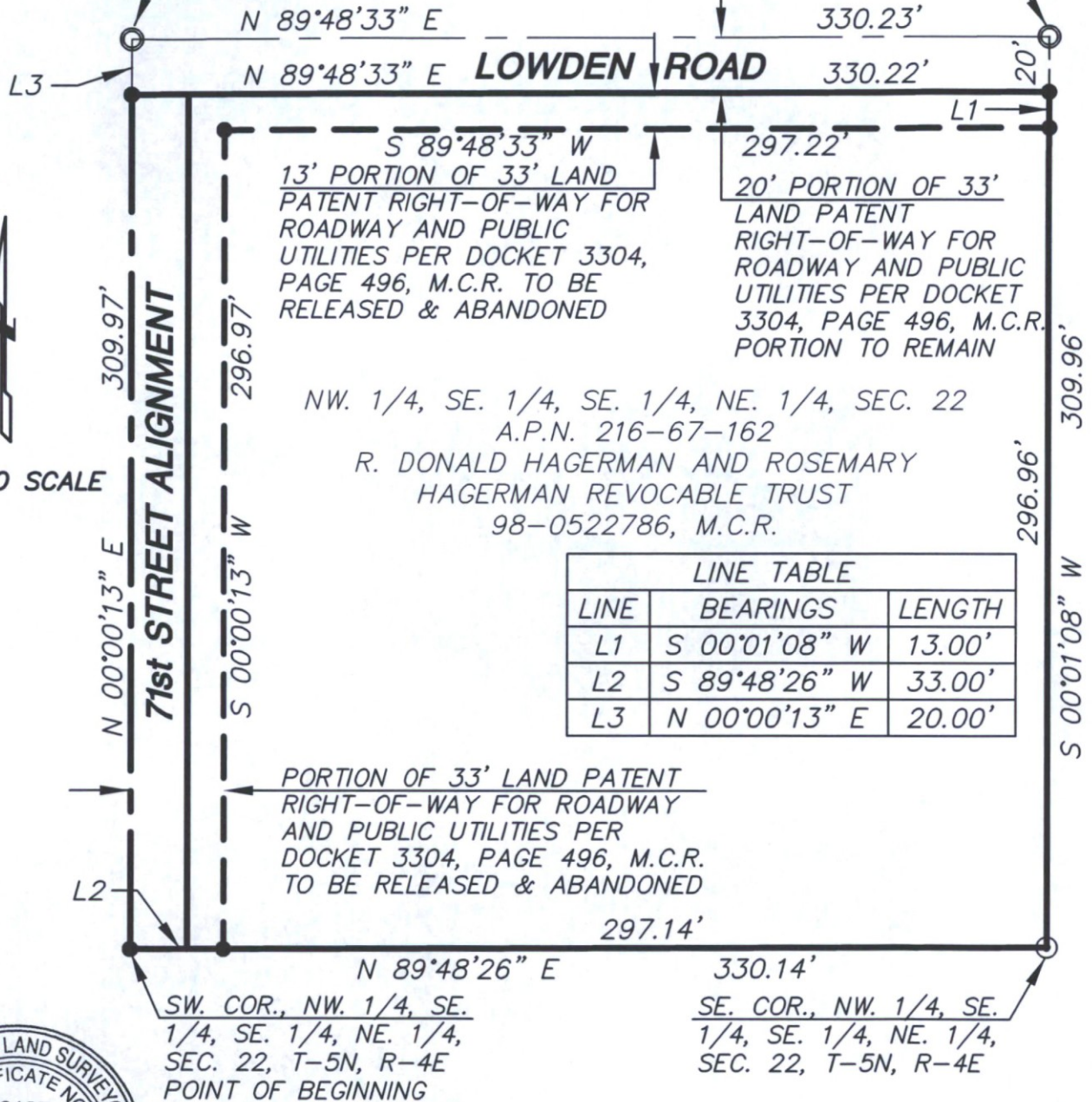
11-AB-2017
10/9/2017

EXHIBIT

OF PORTION OF GENERAL LAND OFFICE
PATENT EASEMENT TO BE RELEASED AND ABANDONED
7107 E. LOWDEN DRIVE, SCOTTSDALE, AZ 85262

NW. COR., NW. 1/4, SE.
1/4, SE. 1/4, NE. 1/4,
SEC. 22, T-5N, R-4E

NE. COR., NW. 1/4, SE.
1/4, SE. 1/4, NE. 1/4,
SEC. 22, T-5N, R-4E



David S. Klein

EXPIRES 3/31/20

SUPERIOR
SURVEYING SERVICES, INC.

DATE: 5/19/16

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

JOB NO.:

11-AB-2017
10/9/2017

Project: 140435

Tue June 27 07:04:18 2017

Parcel Map Check

Parcel name: GLOPE 7107 RELEASE

North: 4623.030	East : 8765.831
Line Course: N 00-00-13 E	Length: 309.97
North: 4933.000	East : 8765.850
Line Course: N 89-48-33 E	Length: 330.22
North: 4934.100	East : 9096.068
Line Course: S 00-01-08 W	Length: 13.00
North: 4921.100	East : 9096.064
Line Course: S 89-48-33 W	Length: 297.22
North: 4920.110	East : 8798.846
Line Course: S 00-00-13 W	Length: 296.97
North: 4623.140	East : 8798.827
Line Course: S 89-48-26 W	Length: 33.00
North: 4623.029	East : 8765.827

Perimeter: 1280.39 Area: 14,093 SQ. FT. 0.324 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.004

Course: S 72-05-16 W

Error North: -0.0011

East : -0.0035

Precision 1: 320,095.00



EXPIRES 3/31/20

Magnus Title Agency LLC
3200 N. Central Avenue Suite 950
Phoenix, AZ 85012
(602) 792-7310

CONDITION OF TITLE REPORT

SCHEDULE A

Effective Date: December 7, 2017 at 7:50 A.M.

Order No. 02-08074665-837-DXP
Amended December 11, 2017

Fee: 250.00

Ref. No.

1. This report is for informational purposes only and is not to be considered a commitment to insure or a commitment to issue a policy of title insurance; no insurance, guarantee or other assurance is intended or afforded hereby. This report is for the sole use and benefit of the parties set forth in Number 2 below and liability is hereby limited to the amount of the fee paid.

This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B.

2. For the use and benefit of:

Josh G. Funkhouser

3. The estate or interest in the land described herein is:

FEE

4. Title to said estate or interest at the date hereof is vested in:

David Holden Werner and Sheryl Ann Werner, husband and wife, as community property with right of survivorship

5. The land referred to in this report is located in Maricopa County, ARIZONA and is described as:

See Exhibit A attached hereto and made a part hereof

Magnus Title Agency LLC

By: Doug White/
Title Department

SCHEDULE B

- 1 **RESERVATIONS** contained in the Patent from the United States of America, reading as follows

SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law
- 2 The right to enter upon said land and prospect for and remove all coal, oil, gas and other minerals, as reserved in the Patent.
- 3 Taxes for the full year of 2017, a lien now due and payable
First half is due October 1, 2017 and is delinquent November 1, 2017 Second half is due March 1, 2018 and is delinquent May 1, 2018
- 4 **WATER RIGHTS**, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records

This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B
- 5 An easement for right-of-way and public utilities and rights incidental thereto, recorded in Docket 3304, page 496
- 6 The effect of inclusion within County Flood Control District, as disclosed by instrument recorded in Document No 90-321845

END OF SCHEDULE B

Magnus Title Agency LLC

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Magnus Title Agency LLC.

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

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

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

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

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

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

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

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



6991 E Camelback Rd , Suite C158
Scottsdale, AZ 85251
Phone (480) 682-0200
Fax (480) 385-6862

Exhibit A

**The Northeast quarter of the Southwest Quarter of the Southeast quarter of the Northeast quarter of
Section 22 , Township 5 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa
County, Arizona,**

**EXCEPT all oil, gas and other mineral deposits, as reserved to the Patent from the United States of
America, recorded June 07, 1960 in Docket 3304, page 496, Official Records of Maricopa
County, Arizona**

Security Title Agency, Inc.

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



EXHIBIT A

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

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT ALL OIL, GAS AND OTHER MINERAL DEPOSITS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA

SCHEDULE B – SECTION I

REQUIREMENTS

- 1 Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured
- 2 Pay us the premiums, fees and charges for the policy
- 3 Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed delivered and recorded
- 4 You must 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 Payment of taxes for the First half of the year 2017, plus interest and penalties, if any
- 6 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

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s)
- 7 Furnish for review a complete true copy of the executed Trust Agreement of The R Donald Hagerman and Rosemary Hagerman Revocable Trust, Dated May 23 1996, where R Donald Hagerman and Rosemary Hagerman is/are named as trustee(s), together with any amendments or restatements thereof

The Company reserves the right to add additional items or make further requirements after review of the requested documentation
- 8 Recordation of a certified copy of the Ordinance of the City of Scottsdale authorizing the execution and delivery of all instruments necessary to consummate this transaction
- 9 Furnish for recordation a deed as set forth below

Type of deed	Warranty Deed
Grantor(s)	R Donald Hagerman And Rosemary Hagerman, trustees of The R Donald Hagerman and Rosemary Hagerman Revocable Trust, Dated May 23 1996
Grantee(s)	City of Scottsdale

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	2017
Tax Parcel No	216-67-162
Total Tax	\$2,250 22
1st Installment	\$1,125 11
2nd Installment	\$1,125 11

END OF SCHEDULE B – SECTION I

SCHEDULE B – Section I
(Continued)



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 hereof but prior to the date of the proposed insured acquires for the value of records 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, including any personal property taxes and any assessments collected with taxes, for the second installment of 2017 Taxes
- 2 Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes
- 3 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document
- | | |
|--------------|--|
| Purpose | road or highway, utility lines, pipes, or poles and appurtenant facilities |
| Recording No | 96-558911 |
- 4 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document
- | | |
|--------------|--|
| Purpose | natural area including restored desert |
| Recording No | 97-31666 |
- 5 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document
- | | |
|--------------|--|
| Purpose | natural area including restored desert |
| Recording No | 98-879449 |

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>>*

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:

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

NOTICE

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., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected You may provide us with certain personal information about you, like your contact information, address, demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	How Information is Collected We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
Use of Collected Information We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	When Information Is Disclosed We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities as required by law, and to parties whose interest in title must be determined.
Choices With Your Information Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	Information From Children We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
Privacy Outside the Website We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	International Users By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
The California Online Privacy Protection Act Some FNF companies provide services to mortgage loan servicers and, in some cases, their 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.	
Your Consent To This Privacy Notice By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	Access and Correction Contact Us If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL, INC PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

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

Personal Information FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address)
- demographic information (e.g., date of birth, gender, marital status),
- social security number (SSN), driver's license, passport, and other government ID numbers,
- financial account information, and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information
- browser language and type,
- domain name system requests,
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks
- http headers, application client and server banners, and
- operating system and fingerprinting data.

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
- the correspondence you and others send to us
- information we receive through the Website,
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties, and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies** When you visit our Website, a "cookie" may be sent to your computer. 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 a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you
- To improve our products and services
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure,
- to our affiliate financial service providers for their use to market their products or services to you,
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services
- to nonaffiliated third party service providers with whom we perform joint marketing pursuant to an agreement with them to market financial products or services to you
- to law enforcement or other governmental authority in connection with an investigation or civil or criminal subpoena or court order
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid or released prior to closing, and

- other third parties for whom you have given us written authorization to disclose your Personal Information

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 material, document, image, graphic, logo, design, audio, video or any other 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 maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and 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 the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a 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 Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include

- for our everyday business purposes – to process your transactions, maintain your account(s) to respond to law
- enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders or report to credit bureaus,
- for our own marketing purposes
- for joint marketing with financial companies, and
- for our affiliates' everyday business purposes – information about your transactions and experiences

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out")

- for our affiliates' everyday business purposes – information about your creditworthiness, and
- for our affiliates to market to you

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101, Phone number (702) 486-3132, email BCPINFO@ag.state.nv.us

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and 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. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

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

International Users

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MISC0219 (DSI Rev. 3/2/17)

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

The information you submit through the website 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 (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. 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, you should contact your mortgage loan servicer.

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Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

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

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.

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 created on the Land
 - (iii) the subdivision of land or
 - (iv) environmental protectionor 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

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 violation, 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

(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

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMELOWNER'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
 - 2 This Exclusion does not limit the coverage described in Covered Risk 8 a, 14, 15, 16, 18, 19, 20, 21 or 27.
 - 3 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 9.
- 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.

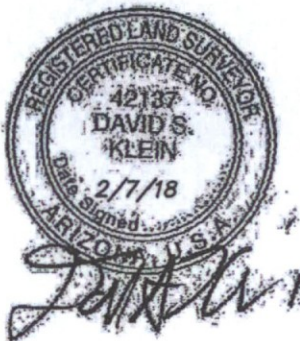
corrections

**EXHIBIT A
LEGAL DESCRIPTION**

**Water and Sewer Facilities Easement
Dedication**

A portion of the Northwest quarter of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 22, Township 5 North, Range 4 East of the Gila and Salt River Meridian, city of Scottsdale, county of Maricopa, state of Arizona described as follow:

The west 20 feet thereof.



EXPIRES 3/31/20



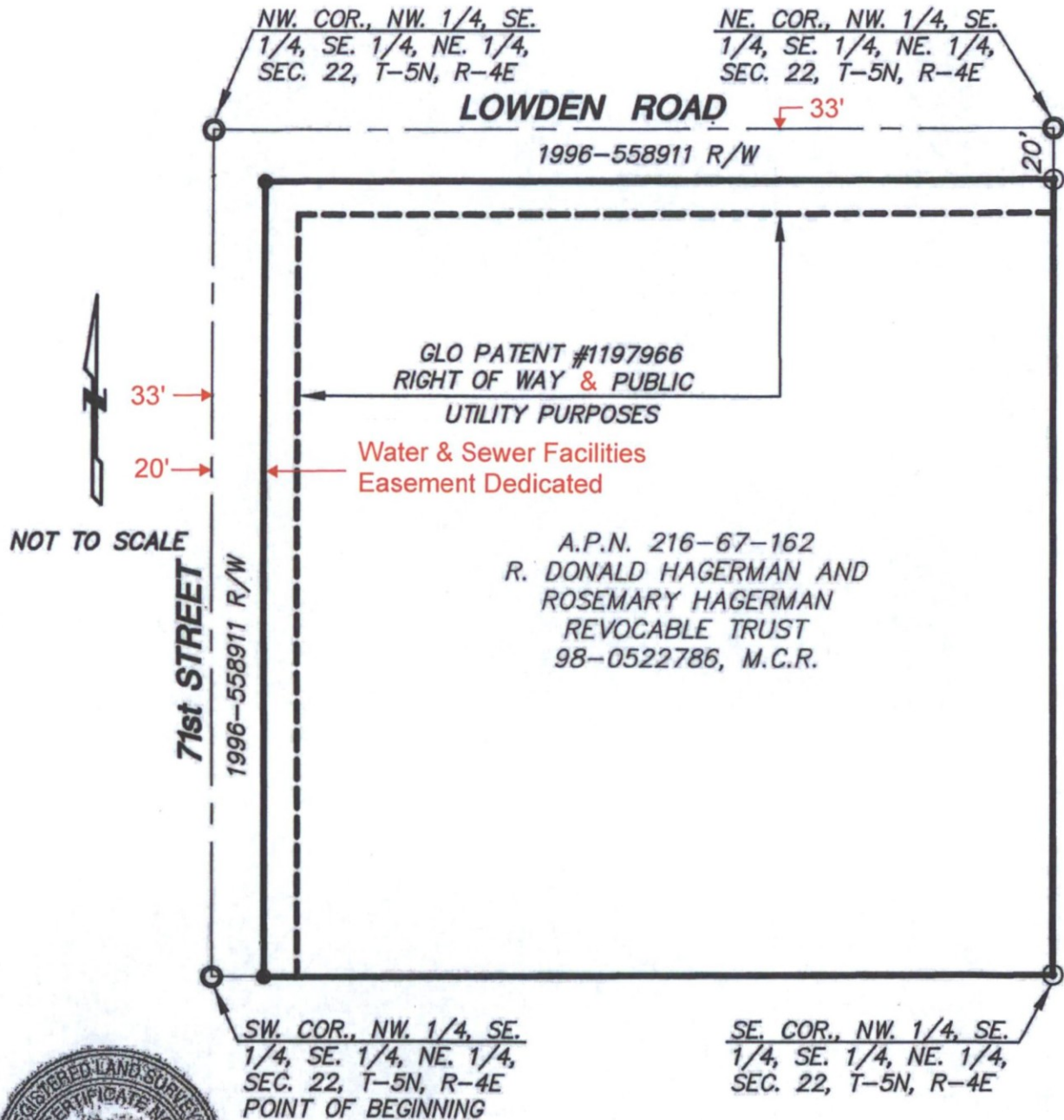
DATE: 2/7/18

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

JOB NO.: 170475

11-AB-2017
6/12/2018

EXHIBIT B
Water & Sewer Facilities Easement
Dedication



EXPIRES 3/31/20

SUPERIOR
SURVEYING SERVICES, INC.

DATE: 2/7/18

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JOB NO.: 170475

11-AB-2017
6/12/2018

corrections

EXHIBIT A
LEGAL DESCRIPTION
RIGHT OF WAY FOR ROADWAY AND PUBLIC UTILITIES PURPOSES
ABANDONMENT & RELEASE

Abandonment and Release of a portion of the Right of Way for Roadway and Public Utilities Purposes described in Patent Number 1197966 of the General Land Office Records of the Bureau of Land Management, in the city of Scottsdale, County of Maricopa, State of Arizona described as follows:

The ~~East 13 feet of the~~ West 33 feet of the Northwest quarter of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 22, Township 5 North, Range 4 East of the Gila and Salt River Meridian.

EXCEPT the North 20' feet thereof.

AND

A portion of the Right of Way in Fee described in document number 1996-558911 and being the West 20 feet of the Northwest quarter of the Southeast quarter of the Northeast quarter of Section 22, Township 5 North, Range 4 East of the Gila and Salt River Meridian.

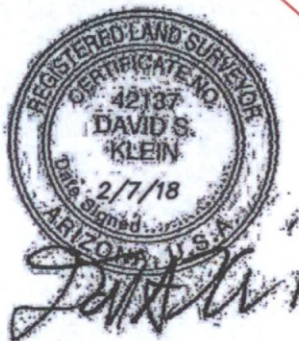
EXCEPT the North 20 feet thereof.

AND

The South 13 feet of the North 33 feet of the Northwest quarter of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 22, Township 5 North, Range 4 East of the Gila and Salt River Meridian.

EXCEPT the West 20 feet thereof.

Comprising ~~7,894~~ square feet more or less, subject to all easements.



revise

EXPIRES 3/31/20

SUPERIOR
SURVEYING SERVICES, INC.

DATE: 2/7/18

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NW. COR., NW. 1/4, SE. 1/4, SE. 1/4, NE. 1/4, SEC. 22, T-5N, R-4E

NE. COR., NW. 1/4, SE. 1/4, SE. 1/4, NE. 1/4, SEC. 22, T-5N, R-4E

LOWDEN ROAD

1996-558911 R/W

13'

20'

1
ing

portion abandoned

1996-558911 R/W

71st STREET

RIGHT OF WAY AND PUBLIC UTILITY PURPOSES PORTION ABANDONED & RELEASED

A.P.N. 216-67-162
R. DONALD HAGERMAN AND
ROSEMARY HAGERMAN
REVOCABLE TRUST
98-0522786, M.C.R.

SW. COR., NW. 1/4, SE. 1/4, SE. 1/4, NE. 1/4, SEC. 22, T-5N, R-4E

SE. COR., NW. 1/4, SE. 1/4, SE. 1/4, NE. 1/4, SEC. 22, T-5N, R-4E

POINT OF BEGINNING



SUPERIOR
SURVEYING SERVICES, INC.

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JOB NO.: 170475

11-AB-2017
6/12/2018

Affidavit of Authorization to Act for Property Owner



1 This affidavit concerns the following parcel of land

- a Street Address 7069 E. Lowden Dr., Scottsdale, Arizona 85266
- b County Tax Assessor's Parcel Number 216-67-191
- c General Location Lowden Dr. and Scottsdale Rd
- d Parcel Size Approximately 108 900 Square Feet
- e Legal Description Gila & Salt River Base & Meridian Arizona T 5 N R. 4 E Sec 22 NE1/4 SW 1/4 SE 1/4 NE 1/4

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

- 2 I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them
- 3 I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them
- 4 The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority
- 5 I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner
- 6 If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others
- 7 Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes

Name (printed)

David Holden Werner, Trustee

Sheryl Ann Werner, Trustee

Josh G. Funkhouser, Esq

Date

11/14/17 2017

11/14/17 2017

11/29/17 2017

_____, 20____

Signature

[Signature]

[Signature]

[Signature]

_____, 20____

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • scottsdaleaz.gov

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 7107 E. Lowden Dr., Scottsdale, Arizona 85266
- b. County Tax Assessor's Parcel Number: 216-67-162
- c. General Location: Lowden Dr. and Scottsdale Rd.
- d. Parcel Size: Approximately 96,093 Square Feet
- e. Legal Description: NW4 SE4 SE4 NE4 SEC 22 EX W & N 20F RDS

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

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

Date

Signature

R. Donald Hagerman, Trustee

September 1, 2017

[Signature]

Rosemary Hagerman, Trustee

September 1, 2017

[Signature]

Josh G. Funkhouser, Esq.

September 1, 2017

[Signature]

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ scottsdaleaz.gov

AGREEMENT AND RELEASE BY GLO ABANDONMENT PARCEL OWNER

As an inducement to the City of Scottsdale to approve abandonment resolution No. 494, the undersigned ("Owner") hereby makes certain acknowledgements, representations, warranties and agreements (collectively, the "Assurances") in favor of City as follows:

1. Owner acknowledges that:
 - a. 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.
 - b. The City of Scottsdale's intent by the resolution is to abandon only the City of Scottsdale's specified interests in the land.
 - c. 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:
 - a. 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 the City of Scottsdale from any and all legal or other responsibility for any such harm.
 - b. All of the Assurances run with the land in favor of the City of Scottsdale upon the right-of-way covered by the resolution and upon Owner's land adjoining such right-of-way.
 - c. The City of Scottsdale 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:
 - a. Owner is the owner of the fee title to the land across which the General Land Office (GLO) easement passes.
 - b. Owner has delivered to City of Scottsdale an "Agreement and Release by GLO Abandonment Parcel Lender, Tenant or Other Interest Holder" from each lender, tenant (except for individual residential rental unit tenants) and holder of other interests in the land.

STATE OF ARIZONA)
) ss.
County of Maricopa)

Owner: Hagerman

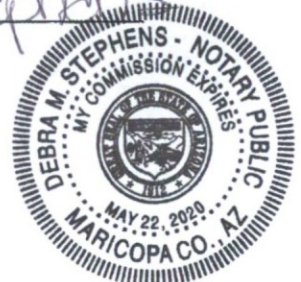
Subscribed, sworn to and acknowledged before me by Donald & Rosemary Hagerman this
day of July 24, 2017.

Debra M. Stephens
Notary Public

My Commission Expires:

May 22, 2020

Exhibit "___"
Page 1 of 1



Resolution No. _____

11-AB-2017
10/9/2017