

207 Waiver
Title
Legal Description
Policy or Appeals
Correspondence Between Legal & Staff
Letter of Authorization

Legal

33016-7-1-1--
Yorkm

WHEN RECORDED RETURN TO:

City of Scottsdale
One Stop Shop/Records
VENKER

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

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

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made as of the 17th day of January 2019, by and between Jane S. Burtnett, the Property Owner, who is the occupant of the property described herein (the "Property Owner"), whose principal address is 6713 East Granada Road, Scottsdale, Arizona 85257 and the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona (the "City").

RECITALS

- A. The City is authorized under Arizona's Uniform Conservation Act, Arizona Revised Statutes, Sections 33-271 through 276, inclusive (collectively, as and if amended, the "Act") to accept easements to protect property significant in Arizona history and culture for the education of the general public.
- B. The City is a municipal corporation whose responsibilities include the protection of the public interest in preserving architecturally significant structures within the City of Scottsdale.
- C. The Property Owner is the owner in fee simple, and occupant, of that certain property located at 6713 East Granada Road, Scottsdale, Maricopa County, Arizona, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), including all improvements, fixtures and buildings thereon (the "Structures"). (Any reference to the "Property" hereinafter shall be deemed to include each of the "Structures".)
- D. The Property is listed on the Scottsdale Historic Register; and the Property Owner and the City recognize the historical or architectural value and significance of the Property and have the common purpose of conserving and preserving the aforesaid value and significance of the Property.
- E. On January 9, 2018, the Property Owner executed an Exterior Rehabilitation Program Agreement (the "Program Agreement"), wherein the Property Owner has agreed to sell to the City an Easement on the Property to maintain an unobstructed view of the exterior surfaces of each of the Structures (collectively, the "Facades"), including all fences, walls, or fixtures on the Property, and to maintain the Facades in the condition described herein.
- F. In order to effectuate the obligations of the Property Owner under the Program Agreement, the Property Owner desires to sell, grant, convey, transfer and assign to the City and the City, pursuant to the Act, desires to accept an Easement on the Property.

AGREEMENT

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

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

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

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

2.2 Maintenance of the Facades. The Property Owner will, at all times, maintain each of the Structures and their respective Facades in a good and sound state of repair in accordance with the City's existing guidelines for the historic district in which the Property is located (the "Standards") so as to prevent the deterioration of the Facades or any portion thereof; to prevent visual obstruction of the Facades from public viewpoints such as adjacent streets; and prevent the intrusion of new improvements, walls, fences, statues, landscaping or fixtures which substantially modify the public view of the Property and its associated streetscape and open space, and are deemed to be not in accordance with the Standards delineated above. The Property Owner will request and obtain advance approval from the City Preservation Division prior to implementing any physical changes to Structures or Facades on the Property, or which would materially alter the view of the Facades from public viewpoints. This provision does not apply to routine maintenance, landscaping other than hardscape improvements, or installation of sprinkler systems. Subject to the casualty provisions of Paragraph 4 below, this obligation to maintain shall require replacement, repair and reconstruction according to the Standards within a reasonable time whenever necessary to have the external nature of the Structure at all times appear to be the same as shown in the Photographs.

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

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

2.5 Conveyance and Assignment. The City may convey, transfer and assign this Easement to a similar local, state or national organization whose purposes, inter alia, are to promote

historic preservation, and which is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, provided that any conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out.

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

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

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

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

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

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

4. Application of Insurance Proceeds. Subject to the insurance proceeds requirements of any recorded Deed of Trust or Mortgage applicable to the Property, in the event of damage or destruction of any of the Structures resulting from casualty, the Property Owner agrees to apply all available insurance proceeds and donations to the repair and reconstruction of each of the damaged Structures. In the event the City determines, in its sole and absolute discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that the damage to the Structures is of such magnitude and extent that repair of the damage and reconstruction of the Structures would not be practical, then the Property Owner may elect not to repair or reconstruct the damaged Structures. In such event the Property Owner will pay to the City the amount the City paid to the Property Owner for this Easement as set forth in the Program Agreement. Notwithstanding the foregoing, in the event the City notifies the Property Owner in writing that the City has determined that repair and reconstruction of the damaged Structures is impossible or

impractical and that the damaged Structures presents an imminent hazard to public safety, the Property Owner will at their sole cost and expense raze the damaged Structures and remove all debris, slabs, and any other portions and parts of the damaged Structures within the time period required by the City to protect the health, safety and welfare of the public, unless the Property Owner has commenced and is diligently pursuing repair or reconstruction of the damaged Structures. Upon razing of the damaged portion of the Structures, the City shall release any interest it has in the insurance proceeds. Nothing in this paragraph is intended to supersede or impair the rights to insurance proceeds of a lienholder pursuant to a recorded Deed of Trust of Mortgage applicable to the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"PROPERTY OWNER"

By:

Jane S. Burtnett
Jane S. Burtnett

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this 17 day of JANUARY, 2019, by

Lorraine Castro
Notary Public

My Commission Expires:

11/15/2020



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

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

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

EXHIBIT "A"

Legal Description
6713 East Granada Road
Scottsdale, Arizona 85257

Lot 54, Village Grove Two, according to the Plat of record in the office of the County
Recorder of Maricopa County, Arizona, recorded in Book 72 of Maps, Page 31.



SECURITY
TITLE AGENCY

4722 N. 24th St. Ste. 200,
Phoenix, AZ 85016
Phone: (602) 266-3298
Fax: (602) 230-6209

LIMITED SEARCH REPORT

FILE NUMBER: 12929054-009-DB3
REFERENCE NUMBER: 12929054

FEE: \$60.00

Effective Date: November 28, 2018 at 7:50AM

THIS REPORT IS ISSUED FOR THE SOLE USE AND BENEFIT OF:

Attention: JANE BURTNETT

SECURITY TITLE AGENCY, INC., an Arizona corporation, hereby discloses that after examination of the official records on file in the office of the County Recorder of the county in which the real property described herein is situated, that the current ownership and other matters affecting title to said property, including liens and encumbrances, are reflected in this report as of the effective date shown above. This report is subject to the limitations set forth in Attachment A, which by reference is made a part hereof.

The property referred to in this report is situated in the County of Maricopa, State of Arizona, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

Title to said property is currently vested in:

**JANE SEAMAN BURTNETT AS TRUSTEE OF THE JANE BURTNETT REVOCABLE TRUST DATE
JULY 12, 2012**

SEE NEXT PAGE FOR ENCUMBRANCES



Security Title Agency, Inc.

Lydia Arenas-White

Authorized Signature

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 54, VILLAGE GROVE 2, according to Book 72 of Maps, Page 31, records of Maricopa County, Arizona.

ENCUMBRANCES OF RECORD

NO ENCUMBRANCES OF RECORD.

END OF ENCUMBRANCES OF RECORD



SECURITY
TITLE AGENCY

4722 N. 24th St. Ste. 200,
Phoenix, AZ 85016
Phone: (602) 266-3298
Fax: (602) 230-6209

DATE: December 4, 2018

JANE S. BURTNETT

WE GREATLY APPRECIATE YOUR BUSINESS AND SINCERELY THANK YOU FOR THE OPPORTUNITY TO PROVIDE OUR SERVICES AND EXPERTISE TO YOU. PLEASE FEEL FREE TO CONTACT US AT ANYTIME FOR ADDITIONAL SERVICES AND INFORMATION.

PAYMENT DUE UPON RECEIPT

FOR PROPER CREDIT PLEASE RETURN A COPY OF THIS INVOICE WITH REMITTANCE OF YOUR PAYMENT OR MAKE REFERENCE TO THE INFORMATION SHOWN BELOW.

FILE NUMBER: **12929054-009-DB3**

FEE: **\$60.00**

REFERENCE NUMBER: **12929054**

PROPERTY OWNERS NAME: JANE SEAMAN BURTNETT AS TRUSTEE OF THE JANE BURTNETT REVOCABLE TRUST DATE JULY 12, 2012

PROPERTY ADDRESS: **6713 E. Granada Rd., Scottsdale, AZ 85257**

ATTACHMENT A

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

Tax Search



Maricopa, Arizona

Searched: 129-29-054

Non-Order Search

Tax Year: 2018

Tax Cover: 11/30/2018

Searched By: JULIE CHRISTOPHER

Searched On: 12/4/2018 10:14 AM

Company: SECURITY TITLE AGENCY | DEFAULT SERVICES | 01 | CRN: 19012-00060

Customer Service Request Only

Information is sourced from public records and is deemed reliable, but is not guaranteed.

APN:	129-29-054 9								
Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
0072	31		54		34	2N	4E		
Described As:	VILLAGE GROVE 2								
Address:	6713 E GRANADA RD SCOTTSDALE AZ 85257								
City:	SCOTTSDALE								
Billing Address:	6713 E GRANADA RD SCOTTSDALE AZ 85257								
Assessed Owner(s):	BURTNETT JANE S TR								
Search As:	Lot 54 Map 72/31								

Use Code:	0131	Primary	Secondary	Conveyance Date:	07/16/2012
SFR GRADE 010-3 URBAN SUBDIVIDED	Land AV:	8,377.00	8,377.00	Conveying Instrument:	622620
	Imp. AV:			Square Footage	
	Land FCV:	167,534.00	47,500.00		
	Imp. FCV:		190,000.00		
Region Code:	Exemptions:			Land:	7828
Flood Zone:	Tax Rate:	6.1449%	2.5911%	Improvements:	1730
Zoning Code:				Tax Defaulted:	
School Districts		Tax Rate Area:	481400	Total Tax:	736.02
Elem:	SCOTTSDALE #48				
High:	UNIFIED				

Installment	Amount	Interest	Due Date	Status	Payment Date	Balance
1st	368.01	0.00	11/01/2018	PAID	10/17/2018	0.00
2nd	368.01	0.00	05/01/2019	UNPAID		368.01
Total Balance:						368.01

Due Thru 1/2019	Due Thru 2/2019	Due Thru 3/2019
\$368.01	\$368.01	\$368.01

Imp Dist	Back Taxes
0	0

Special Districts

Account	Special District Description
30001	EAST VALLEY INSTITUTE OF TECHNOLOGY

THE INFORMATION PROVIDED IS A SUMMARIZED SEARCH OF OUR RECORDS. BLACK KNIGHT DOES NOT WARRANT NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN. A FULL/EXTENDED TAX SEARCH IS RECOMMENDED.

*** END OF REPORT ***

RETURN
HELP

WHEN RECORDED, RETURN TO:

Ms. Jane S. Burtnett
6713 E. Granada Road
Scottsdale, Arizona 85257



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2012-0622620 07/16/12 04:34 PM
2 OF 4

MUSSEJ

SPECIAL WARRANTY DEED

For consideration of Ten and 00/100 Dollars, and other valuable considerations I, JANE S. BURTNETT, a single woman., hereby convey to **JANE SEAMAN BURTNETT AS TRUSTEE OF THE JANE BURTNETT REVOCABLE TRUST DATED July 12, 2012**, all the right, title, or interest in the following described real property situated in Maricopa County, Arizona, to be held for purposes of the Trust as their community property:

Lot 54, VILLAGE GROVE 2, according to Book 72 of Maps, Page 31, records of Maricopa County, Arizona.

Subject to current taxes and other assessments, reservations in patents and rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, grantor binds herself to warrant title against all acts of the grantor and no other.

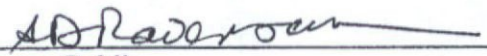
Dated this 12 day of July, 2012.


Jane S. Burtnett, Grantor

Exempt from Affidavit pursuant to A.R.S. §11-1134(B)(8). For A.R.S. §33-404 purposes, the Grantor is the sole beneficiaries of the trust, and her address is 6713 E. Granada Road, Scottsdale, Arizona 85257.

STATE OF ARIZONA)
)ss.
County of Maricopa)

This instrument was acknowledged before me this 12 day of July, 2012, by the Grantor, JANE S. BURTNETT.


Notary Public

Seal and commission expiration date:



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

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20180018576,01/09/2018 11:59,
Electronic Recording
32078-15-1-1-N

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

HISTORIC PRESERVATION
EXTERIOR REHABILITATION PROGRAM AGREEMENT

THIS EXTERIOR REHABILITATION PROGRAM AGREEMENT (the "Program Agreement") is made as of the 9th day of January, 2018 by and between the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona (the "City") and Jane S. Burnett (the "Property Owner"), whose principal address is 6713 East Granada Road, Scottsdale, Arizona 85257.

RECITALS

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

B. The Property Owner, who is the owner of property described hereto on Exhibit "A" (the Property) on which there exists a residential structure (the "Structure"), which Property is located at 6713 East Granada Road, Scottsdale, Arizona, which is or will be listed on the SHR, submitted an application under the Program to sell a conservation easement on the exterior surfaces or facades of the Structure to the City.

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Property Owner shall not have any right to any portion of the Purchase Price that is not approved for disbursement. The determination of the City or its designee as to whether the defects described in the City Notice I have been cured shall be final.

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

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

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

If to the City:

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

If to the Property Owner:

Jane S. Burnett
6713 East Granada Road
Scottsdale, AZ 85257

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

11. Miscellaneous.

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

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

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

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

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

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

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

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

CITY OF SCOTTSDALE,
an Arizona municipal corporation,

By: Steve Venker
Steve Venker,
Historic Preservation Officer

"PROPERTY OWNER"
By: Jane S. Burnett
Jane S. Burnett

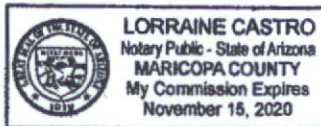
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of JANUARY,
2018 by LORRAINE CASTRO

Lorraine Castro
Notary Public

My Commission Expires:

11/15/2020



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

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

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

EXHIBIT "A"

Legal Description
6713 East Granada Road
Scottsdale, Arizona 85257

Lot 54, Village Grove Two, according to the Plat of record in the office of the County
Recorder of Maricopa County, Arizona, recorded in Book 72 of Maps, Page 31.

SAMPLE

WHEN RECORDED RETURN TO:

City of Scottsdale
One Stop Shop/Records

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

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

**DEED OF CONSERVATION EASEMENT
EXHIBIT "B"**

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

RECITALS

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

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

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

D. The Property is listed on the Scottsdale Historic Register, and the Property Owner and the City recognize the historical or architectural value and significance of the

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Property and have the common purpose of conserving and preserving the aforesaid value and significance of the Property.

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

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

AGREEMENT

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

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

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

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

2.2 Maintenance of the Facades. The Property Owner will, at all times, maintain each of the Structures and their respective Facades in a good and sound state of repair in accordance with the City's existing guidelines for the historic district in which the Property is located (the "Standards") so as to prevent the deterioration of the Facades or any portion thereof; to prevent visual obstruction of the Facades from public viewpoints such as

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adjacent streets; and prevent the intrusion of new improvements, walls, fences, statues, landscaping or fixtures which substantially modify the public view of the Property and its associated streetscape and open space, and are deemed to be not in accordance with the Standards delineated above. The Property Owner will request and obtain advance approval from the City Preservation Division prior to implementing any physical changes to Structures or Facades on the Property, or which would materially alter the view of the Facades from public viewpoints. This provision does not apply to routine maintenance, landscaping other than hardscape improvements, or installation of sprinkler systems. Subject to the casualty provisions of Paragraph 4 below, this obligation to maintain shall require replacement, repair and reconstruction according to the Standards within a reasonable time whenever necessary to have the external nature of the Structure at all times appear to be the same as shown in the Photographs.

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

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

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

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

2.7 Visual Access. The Property Owner agrees not to substantially obstruct the opportunity of the general public to view the exterior architectural and archaeological features of the Property from adjacent publicly accessible areas such as public streets and sidewalks. The Property Owner shall obtain advance approval from the City Preservation

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Division for any proposed changes to the Property that would obstruct or modify the general public view of the exterior architectural or archeological features of the Property from adjacent publicly accessible areas. If the Structures are not visible from a public area, then the Property Owner agrees that the general public shall be given the opportunity on a periodic basis to view the characteristics and features of the Facades that are preserved by this Easement to the extent consistent with the nature and conditions of the Property.

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

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

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

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

4. Application of Insurance Proceeds. Subject to the insurance proceeds requirements of any recorded Deed of Trust or Mortgage applicable to the Property, in the event of damage or destruction of any of the Structures resulting from casualty, the Property Owner agrees to apply all available insurance proceeds and donations to the repair and reconstruction of each of the damaged Structures. In the event the City determines, in its sole and absolute discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that the damage to the Structures is of such magnitude and extent that repair of the damage and reconstruction of the Structures would not be practical, then the Property Owner may elect not to repair or reconstruct the damaged Structures. In such event the Property Owner will pay to the City the amount the City paid to the Property Owner for this Easement as set forth in the Program Agreement. Notwithstanding the foregoing, in the event the City notifies the Property Owner in writing that the City has determined that repair and reconstruction of the damaged Structures is impossible or impractical and that the damaged Structures presents an imminent hazard to public safety, the Property Owner will at their sole cost and expense raze the damaged Structures and remove all debris, slabs, and any other portions and parts of the damaged Structures within the

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time period required by the City to protect the health, safety and welfare of the public, unless the Property Owner has commenced and is diligently pursuing repair or reconstruction of the damaged Structures. Upon razing of the damaged portion of the Structures, the City shall release any interest it has in the insurance proceeds. Nothing in this paragraph is intended to supersede or impair the rights to insurance proceeds of a lienholder pursuant to a recorded Deed of Trust of Mortgage applicable to the Property.

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

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

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

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

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

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remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

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

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

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

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

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

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

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

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

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

"PROPERTY OWNER"

By: _____

By: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____.

Notary Public

My Commission Expires:

SAMPLE

EXHIBIT "C"

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

SCOPE OF WORK

**6713 East Granada Road
Scottsdale, Arizona 85257**

1. Replace and paint one (1) exterior door.
2. Rehabilitate and repair ten (10) windows, including:
 - a. Scrape or sand all cracked, flaking, or peeling paint off of frames;
 - b. Remove loose and cracked glazing putty as necessary;
 - c. Remove and replace any broken or cracked glass panes;
 - d. Repair or replace window open & close hand cranks as necessary;
 - e. Adjust active window frames for proper closure as necessary;
 - f. Install foam weather strip for a better seal on active frames as necessary;
 - g. Supply and install 3M Sun Control Window Film (Prestige 70).

MBD Design Builders Inc.

**- Licensed – Bonded – Insured – ROC # 267672 -
Agreement between Owner and Contractor**

Owner

Mrs. Jane Burtnett
6713 E. Granada Dr.
Scottsdale, AZ

Contractor

MBD Design Builders Inc.
2244 N. Hunt Cir.
Mesa, AZ 85203

The Project is:

Exterior Window Repairs
6713 E. Granada Dr.
Scottsdale, AZ

The Architect and or Owner's Agent is:

Jane Burtnett

The Owner and the Contractor for the considerations named herein agree as set forth below:

1. **Agreement Date:** 6-7-2017

2. **Contract Amount:** \$5625.00

3. **Payment Schedule:**

- \$500.00 Deposit due prior to scheduling of work.
- \$2625.00 due on completion of ½ the window repairs.

4. **Documentation required for payment:** Invoice

5. **Scope of Work:**

- Power wash scrape and wire brush or sand all surfaces as necessary.
- Repair or replace all window hardware latches, cranks, and hinges as necessary.
- Repair or replace window glazing putty as necessary.
- Replace all broken panes of glass.
- Supply all necessary hardware.
- Paint exterior window frames.
- Clean work area and removal of debris.

6. **Work NOT included in quote:**

Moving of any personal property for an adequate work space around windows.

7. **Permits to be supplied and paid by as follows:** N/A

8. **Warranty:** 1 Year

9. General Provisions: Contractor is to include all labor and approved materials, appliances and services of every kind necessary for proper execution of work. Contractor shall re-execute any work that fails to conform to the requirements of the contract. Contractor will remove all of his construction debris from the site and leave premises in broom-clean condition. All work shall be completed in a workmanship like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor has the right to let other contracts in connection with the work contracted for.

Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect. Change Orders shall be in writing and signed by both parties to this Agreement.

Owner

Contractor

By: _____

By Mathew Dominy
Mathew Dominy

Date: _____

Date: 6-7-17

**"The bitterness of poor quality lasts long after the sweetness of a low price is gone"
- Insist on quality! -**

MBD Design Builders Inc.

**- Licensed – Bonded – Insured – ROC # 267672 -
Agreement between Owner and Contractor**

Owner

Mrs. Jane Burtnett
6713 E. Granada Dr.
Scottsdale, AZ

Contractor

MBD Design Builders Inc.
2244 N. Hunt Cir.
Mesa, AZ 85203

The Project is:

Exterior Window Tinting
6713 E. Granada Dr.
Scottsdale, AZ

The Architect and or Owner's Agent is:

Jane Burtnett

The Owner and the Contractor for the considerations named herein agree as set forth below:

1. **Agreement Date:** 6-7-2017

2. **Contract Amount:** \$2965.00

3. **Payment Schedule:**

- \$500.00 Deposit due prior to scheduling of work.
- \$2465.00 due at the start of install.

4. **Documentation required for payment:** Invoice

5. **Scope of Work**

- Clean work area and removal of debris.
- Supply and install 3M- window film (Prestige 70) on all windows.

6. **Work NOT included in quote:**

Moving of any personal property for an adequate work space around windows.

7. **Permits to be supplied and paid by as follows:** N/A

8. **Warranty:** 1 Year

9. **General Provisions:** Contractor is to include all labor and approved materials, appliances and services of every kind necessary for proper execution of work. Contractor shall re-execute any work that fails to conform to the requirements of the contract. Contractor will remove all of his construction debris from the site and leave premises in broom-clean condition. All work shall be completed in a workmanship like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor has the right to let other contracts in connection with the work contracted for.

Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect. Change Orders shall be in writing and signed by both parties to this Agreement.

Owner

Contractor

By: _____

By Mathew Dominy
Mathew Dominy

Date: _____

Date: _____

"The bitterness of poor quality lasts long after the sweetness of a low price is gone"
- Insist on quality! -

G & G SPECIALTY CONTRACTORS, INC.

1221 N. Mondel Drive
Gilbert, Arizona 85233
Office / Estimating: 480-921-4079 ext. 107
Fax: 480-921-4079

BID PROPOSAL

CUSTOMER:

Jane Burnett
6713 East Granda
Scottsdale, Arizona 85257
Janeburnett@yahoo.com
480-423-5920

PROJECT:

Burnett Residence
Window Reglazing and Window Tent

Attention: Ms. Burnett

Date: August 16, 2017

TOTAL AMOUNT: **\$9,815.00**

G & G SPECIALTY CONTRACTORS, INC. propose to furnish labor and materials to complete the work described per the site visit on July 31, 2017 with owner inclusive of (0) addendum(s) and/or as described below:

INCLUSIONS: Remove and replace the existing window Hardware (Gear) at each window. Replace Broken 1/8 glass with same 1/8 glass, Reglaze window sashes with missing or loose glazing materials, Seal Glazing material (Paint or Sealer) owner to choose. Disposal fee's, , final cleaning insurance, material tax.

EXCLUSIONS: Bonds, ACM / LBP Testing or removal, off-site work, roofing, landscaping any /all work not included in "Scope of Work"

If contractor issues a contract based on this bid proposal, conditions herein shall be deemed accepted and understood to be incorporated in said contract as though written herein. If any provision is inconsistent with this bid proposals this document shall prevail.

THIS PROPOSAL WILL REMAIN IN EFFECT FOR 30 DAYS FROM ABOVE DATE.

TERMS OF PAYMENT: Net 15 days after completion.

ACCEPTED BY:

SIGNATURE

PRINT NAME

TITLE

DATE

G & G SPECIALTY CONTRACTORS, INC.

SIGNATURE

DATE

Bill Roberts

ESTIMATOR

PROJECT MANAGER: Scott GoodBallet

MBD Design Builders Inc.

- Licensed – Bonded – Insured – ROC # 267672 -
Agreement between Owner and Contractor

Owner

Mrs. Jane Burtnett
6713 E. Granada Dr.
Scottsdale, AZ

Contractor

MBD Design Builders Inc.
2244 N. Hunt Cir.
Mesa, AZ 85203

The Project is:

Exterior Entry Door Painting
6713 E. Granada Dr.
Scottsdale, AZ

The Architect and or Owner's Agent is:

Jane Burtnett

The Owner and the Contractor for the considerations named herein agree as set forth below:

1. **Agreement Date:** 6-7-2017

2. **Contract Amount:**

Exterior Entry Door Painting \$1275.00

3. **Payment Schedule:**

- \$500.00 Deposit due prior to scheduling of work.
- \$775.00 on completion of door install.

4. **Documentation required for payment:** Invoice

5. **Scope of Work:**

- Power wash scrape and wire brush or sand all surfaces as necessary.
- Paint exterior only of entry doors and front screen door. (4) Doors Total
- Supply and install new storage room door and jamb (paint both sides.)
- Supply all paint necessary.
- Clean work area and removal of debris.

6. **Work NOT included in quote:**

7. **Permits to be supplied and paid by as follows:** N/A

8. **Warranty:** 1 Year

9. **General Provisions:** Contractor is to include all labor and approved materials, appliances and services of every kind necessary for proper execution of work. Contractor shall re-execute any work that fails to conform to the requirements of the contract. Contractor will remove all of his construction debris from the site and leave premises in broom-clean condition. All work shall be completed in a workmanship like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor has the right to let other contracts in connection with the work contracted for.

Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect. Change Orders shall be in writing and signed by both parties to this Agreement.

Owner

Contractor

By: _____

By Mathew Dominy
Mathew Dominy

Date: _____

Date: 6-7-17

"The bitterness of poor quality lasts long after the sweetness of a low price is gone"
- Insist on quality! -

Mrs. Jane Burtnett
6713 E. Granada Rd.
Scottsdale AZ. 85257
480-423-5920
janeburtnett@yahoo.com
exterior doors repaint and replace

Aug 7, 2017

Good morning Mrs. Burtnett,

Thanks again for calling Smith Painting and allowing us the opportunity to be of service. Smith Painting proposes to furnish the labor and materials to replace 1 door & paint 4 exterior doors of the home located at the address listed above according to the following specifications,

1. The areas of the house to be painted will be pressure washed.
2. The doors to be painted are as follows: Front door, (color match) security screen door, carport door, and the patio 5-light door and all door trim's.
3. The 32" service door on the west side will be changed out the opening will be cleaned up then a new primed Pre-hung 32" 6-panel door will be installed with all new inside and outside trim will be caulked, puttied and painted.
4. We will mask and protect all surrounding areas as needed for a clean job.
5. All items must be off and away from the house prior to the start date this is to be done by owner large & heavy items we will move.
6. All debris will be removed upon completion. Payment is to be ½ down and the balance upon completion. We do accept all major credit cards for your convenience. Upon acceptance please call Mickey or Misty at 480-948-3841 or reply to this email to get on the schedule. We offer a 2% discount for cash or check payments
7. Call me if you have any questions 480-307-5291. All labor is warranted for 2 years and materials come with the Manufacturer Warranty.

Quote: \$1217.00 less \$150.00 My Guy Discount = \$1067.00

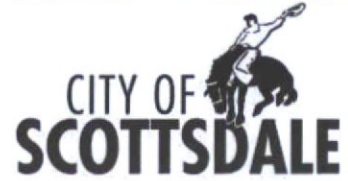
Sincerely,

© Agent

Smith Painting
Mike Stutte
19625 E Emperor Blvd,
Queen Creek, AZ 85142
ROC CR-34 #312101

Historic Residential Exterior Rehabilitation (HRER) Program

Declaration



I declare that I have reviewed the Historic Residential Exterior Rehabilitation Program Guidelines; I understand its contents; and, I am submitting this application in accordance with that guide. All information is true to the best of my knowledge and belief. I acknowledge that any errors in the application may affect its review and approval. Further, I understand that applications are competitively reviewed; and, I may not be selected to receive funding. I understand that if I wish to change any aspect of the project after it is approved, I must obtain the written consent of the Historic Preservation Officer, or the Historic Preservation Commission.

Name

(printed):

James Burtnett

Signature:

James Burtnett

Date:

11/6/17

Name

(printed):

Signature:

Date:

Planning and Development Services

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

City of Scottsdale's Website: www.scottsdaleaz.gov



SECURITY
TITLE AGENCY

4722 N. 24th St. Ste. 200,
Phoenix, AZ 85016
Phone: (602) 266-3298
Fax: (602) 230-6209

LIMITED SEARCH REPORT

FILE NUMBER: 12929054-009-DB3
REFERENCE NUMBER: 12929054

FEE: \$60.00

Effective Date: October 23, 2017 at 7:50AM

THIS REPORT IS ISSUED FOR THE SOLE USE AND BENEFIT OF:

Attention: JANE BURTNETT

SECURITY TITLE AGENCY, INC., an Arizona corporation, hereby discloses that after examination of the official records on file in the office of the County Recorder of the county in which the real property described herein is situated, that the current ownership and other matters affecting title to said property, including liens and encumbrances, are reflected in this report as of the effective date shown above. This report is subject to the limitations set forth in Attachment A, which by reference is made a part hereof.

The property referred to in this report is situated in the County of Maricopa, State of Arizona, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

Title to said property is currently vested in:

**JANE SEAMAN BURTNETT AS TRUSTEE OF THE JANE BURTNETT REVOCABLE TRUST DATE
JULY 12, 2012**

SEE NEXT PAGE FOR ENCUMBRANCES



Security Title Agency, Inc.

Lydia Arenas-White

Authorized Signature



Printed: 2/2/2010 2:59 PM by LAW
Escrow No. : 12929054-009-DB3

Tax Search



Maricopa, Arizona
Searched: 129-29-054
Non-Order Search

Tax Year: 2017
Tax Cover: 10/20/2017
Searched By: GORTAREZ, LYDIA
Searched On: 10/27/2017 3:55 PM

Company: SECURITY TITLE AGENCY | 1901261-PHOENIX OPS | 01 | CRN: 19012-00061

APN:	129-29-054 9								
Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
0072	31		54		34	2N	4E		
Described As:	VILLAGE GROVE 2								
Address:	6713 E GRANADA RD SCOTTSDALE AZ 85257								
City:	SCOTTSDALE								
Billing Address:	6713 E GRANADA RD SCOTTSDALE AZ 85257								
Assessed Owner(s):	BURTNETT JANE S TR								
Search As:	Lot 54 Map 72/31								

Use Code:	0131	Primary	Secondary	Conveyance Date:	07/16/2012
SFR GRADE 010-3 URBAN SUBDIVIDED	Land AV:	7,978.00	7,978.00	Conveying Instrument:	622620
	Imp. AV:			Square Footage	
	Land FCV:	159,556.00	43,600.00		
	Imp. FCV:		174,400.00		
	Exemptions:			Land:	7828
Region Code:				Improvements:	1730
Flood Zone:				Tax Defaulted:	
Zoning Code:				Total Tax:	704.88
School Districts		Tax Rate:	6.3259%	2.4594%	
Elem:		Tax Rate Area:	481400		
High:					
SCOTTSDALE #48					
UNIFIED					

Installment	Amount	Interest	Due Date	Status	Payment Date	Balance
1st	352.44	0.00	11/01/2017	PAID	09/30/2017	0.00
2nd	352.44	0.00	05/01/2018	UNPAID		352.44
Total Balance:						352.44

Due Thru 11/2017	Due Thru 12/2017	Due Thru 1/2018
\$352.44	\$352.44	\$352.44

Imp Dist	Back Taxes
0	0

Special Districts

Account	Special District Description
30001	EAST VALLEY INSTITUTE OF TECHNOLOGY

THE INFORMATION PROVIDED IS A SUMMARIZED SEARCH OF OUR RECORDS. BKFS DOES NOT WARRANT NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN. A FULL/EXTENDED TAX SEARCH IS RECOMMENDED.

*** END OF REPORT ***

RETURN
HELP

WHEN RECORDED, RETURN TO:

Ms. Jane S. Burtnett
6713 E. Granada Road
Scottsdale, Arizona 85257



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2012-0622620 07/16/12 04:34 PM
2 OF 4

HUBBJ

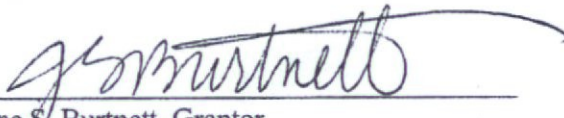
SPECIAL WARRANTY DEED

For consideration of Ten and 00/100 Dollars, and other valuable considerations I, JANE S. BURTNETT, a single woman., hereby convey to **JANE SEAMAN BURTNETT AS TRUSTEE OF THE JANE BURTNETT REVOCABLE TRUST DATED July 12, 2012**, all the right, title, or interest in the following described real property situated in Maricopa County, Arizona, to be held for purposes of the Trust as their community property:

Lot 54, VILLAGE GROVE 2, according to Book 72 of Maps, Page 31, records of Maricopa County, Arizona.

Subject to current taxes and other assessments, reservations in patents and rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, grantor binds herself to warrant title against all acts of the grantor and no other.

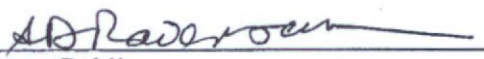
Dated this 12 day of July, 2012.


Jane S. Burtnett, Grantor

Exempt from Affidavit pursuant to A.R.S. §11-1134(B)(8). For A.R.S. §33-404 purposes, the Grantor is the sole beneficiaries of the trust, and her address is 6713 E. Granada Road, Scottsdale, Arizona 85257.

STATE OF ARIZONA)
)ss.
County of Maricopa)

This instrument was acknowledged before me this 12 day of July, 2012, by the Grantor, JANE S. BURTNETT.


Notary Public

Seal and commission expiration date:

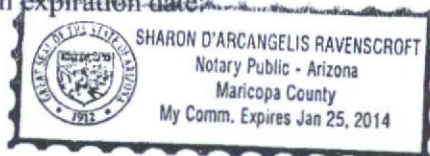


EXHIBIT A
LEGAL DESCRIPTION

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

Lot 54, VILLAGE GROVE 2, according to Book 72 of Maps, Page 31, records of Maricopa County, Arizona.

ENCUMBRANCES OF RECORD

NO ENCUMBRANCES OF RECORD.

END OF ENCUMBRANCES OF RECORD

ATTACHMENT A

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



SECURITY
TITLE AGENCY

4722 N. 24th St. Ste. 200,
Phoenix, AZ 85016
Phone: (602) 266-3298
Fax: (602) 230-6209

DATE: October 30, 2017

JANE S. BURTNETT

WE GREATLY APPRECIATE YOUR BUSINESS AND SINCERELY THANK YOU FOR THE OPPORTUNITY TO PROVIDE OUR SERVICES AND EXPERTISE TO YOU. PLEASE FEEL FREE TO CONTACT US AT ANYTIME FOR ADDITIONAL SERVICES AND INFORMATION.

PAYMENT DUE UPON RECEIPT

FOR PROPER CREDIT PLEASE RETURN A COPY OF THIS INVOICE WITH REMITTANCE OF YOUR PAYMENT OR MAKE REFERENCE TO THE INFORMATION SHOWN BELOW.

FILE NUMBER: **12929054-009-DB3**

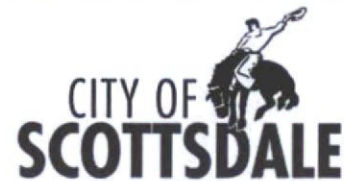
FEE: **\$60.00**

REFERENCE NUMBER: **12929054**

PROPERTY OWNERS NAME:
JANE SEAMAN BURTNETT
AS TRUSTEE OF THE JANE
BURTNETT REVOCABLE
TRUST DATE JULY 12, 2012

PROPERTY ADDRESS: **6713 E. Granada Rd., Scottsdale, AZ 85257**

Appeals of Dedication, Exactions, or Zoning Regulations



Rights of Property Owner

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

- 1) Any dedication 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) when an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violations of Arizona and federal court decision.

Appeal Procedure

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

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

For questions, you may contact:

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

Address your appeal to:

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

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

Planning and Development Services

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

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

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

6713 E Granada Rd. 85257
(address where development approval, building permits, or city required improvements and dedications are being required)

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

jsmartnell
Signature of Property Owner

Date

11/6/17