

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California 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, Fidelity National 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

Fidelity National Title Agency, Inc
60 E Rio Salado Parkway Suite 1102
Tempe, AZ 85281

SCHEDULE A

Title Officer **Sean Barragan**
Escrow Officer **Christine Hughes**

Order No **71003704-071-CHI**
Reference No

1 Effective Date **November 15, 2016 at 7 30 a m**

2 Policy or Policies to be issued

Amount of Insurance

ALTA Standard Owners Policy (6-17-06)

\$0 00

Proposed Insured

TBD

None

\$0 00

Proposed Insured

None

\$0 00

Proposed Insured

3 The estate or interest in the land described or referred to in this Commitment and covered herein is

FEE SIMPLE

4 Title to said estate or interest in said land is at the effective date hereof vested in

M&M Ranch, LLC, an Arizona limited liability company

5 The land referred to in this commitment is described as follows

See Exhibit A attached hereto and by reference made a part hereof

EXHIBIT A
LEGAL DESCRIPTION

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

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THE SOUTH 40 FEET THEREOF, AND ALSO

EXCEPT ALL MINERALS IN SAID LAND AS RESERVED TO THE UNITED STATES IN PATENT, AND EXCEPTING ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL, WHETHER OR NOT OF COMMERCIAL VALUE, PURSUANT TO THE PROVISIONS OF THE ACT OF AUGUST 1, 1945 (60 STAT 755), AS SET FORTH IN THE PATENT ON SAID LAND

APN 216-70-005T



SCHEDULE B – Section I

REQUIREMENTS

The following are the requirements to be complied with

- 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 2016, plus interest and penalties, if any
- 6 The name(s) of the proposed insured(s) was not furnished with the application for title insurance Please provide the name(s) of the buyer(s) as soon as possible

The Company reserves the right to add additional items or make further requirements after review of the requested information

- 7 The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below

Limited Liability Company M&M Ranch LLC

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps

c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing

The Company reserves the right to add additional items or make further requirements after review of the requested documentation

- 8 Please be advised that our search did not disclose any open Deeds of Trust of record If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing

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)

SCHEDULE B – Section I
(Continued)

9 Furnish for recordation a deed as set forth below

Type of deed	Warranty Deed
Grantor(s)	M&M Ranch LLC, an Arizona limited liability company
Grantee(s)	To Come

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

Tax Note

Year	2016
Tax Parcel No	216-70-005T
Total Tax	\$3,580 20
1st Installment	\$1,790 10, Delinquent Plus Penalties and Interest Due Thereon
2nd Installment	\$1,790 10

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

Grantor	Monica Rahman, a married woman as her sole and separate property
Grantee	M&M Ranch LLC, an Arizona limited liability company, all my right, title, or interest in
Recording Date	April 3, 2008
Recording No	2008-0297179

END OF SCHEDULE B – SECTION I

SCHEDULE B – SECTION II**EXCEPTIONS**

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

- A Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment
- B Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached

The Company is not aware of any matters which would cause it to decline to attach the ALTA Endorsement Form 22 indicating that there is located on said land Single Family Residence known as 8144 E Via Dona Rd , Scottsdale AZ 85266

- 1 Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2016 Taxes
- 2 The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A
- 3 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document

Purpose	ingress and egress
Recording No	Docket 15888, Page 886, and
Recording No	Docket 16448, Page 889
- 4 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document

Purpose	drainage and flood control
Recording No	97-005425
- 5 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document

Purpose	right of way
Recording No	<u>97-0031676</u>
- 6 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document

Purpose	natural area
Recording No	<u>97-0268636</u>
- 7 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document

Purpose	electric lines and appurtenant facilities
Recording No	<u>97-0309066</u>

SCHEDULE B – Section II
(Continued)

8 Improvement district assessment of Maricopa County

Assessment No 00364 0000
Series 098
District Scottsdale
For waterline

And as evidenced by City of Scottsdale North Area Water Improvement District Project No 16001 Assessment recorded in instrument no 92-513173

9 Improvement district assessment of Maricopa County

Assessment No 00000 0805
Series 104
District Scottsdale
For waterline

And as evidenced by City of Scottsdale Underground Improvement District Project No 16001 Assessment recorded in instrument no 98-762857

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/](http://www.alta.org/)>*



Fidelity National Title Agency, Inc

DISCLOSURE NOTICES

Good Funds Law

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

PURCHASER DWELLING ACTIONS NOTICE

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

NOTICE

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

- 1 Print must be ten-point type (pica) or larger
- 2 Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information
- 3 Each instrument shall be no larger than 8½ inches in width and 14 inches in length

NOTICE

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

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

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

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

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

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

Types of Information Collected

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

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

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

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

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

How Information is Collected

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

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

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

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

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

Use of Collected Information

Information collected by FNF is used for three main purposes:

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

When We Share Information

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

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

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

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

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

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

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

Choices With Your Information

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

Security And Retention Of Information

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

Information From Children

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

Privacy Outside the Website

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

International Users

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

Do Not Track Disclosures

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

The California Online Privacy Protection Act

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

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

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

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

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

Access and Correction

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

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

Your Consent To This Privacy Notice

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

Contact FNF

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

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

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EFFECTIVE AS OF APRIL 1, 2016

ATTACHMENT ONE (01-01-08)

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

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

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

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

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

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

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

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

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

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

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

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

3. Title Risks:

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

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR
- in streets, alleys, or waterways that touch your land

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

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

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

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage

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

5 Invalidity or unenforceability of the lien of the insured mortgage or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law

6 Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance

7 Any claim which arises out of the transaction creating the interest of the mortgagee insured by this policy by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws that is based on

(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer or

(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination or

(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure

(a) to timely record the instrument of transfer, or

(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

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

EXCEPTIONS FROM COVERAGE

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

- 1 Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records Proceedings by a public agency which may result in taxes or assessments or notices of such proceedings whether or not shown by the records of such agency or by the public records
- 2 Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof
- 3 Easements, liens or encumbrances or claims thereof not shown by the public records

4 Discrepancies conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and which are not shown by the public records

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

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

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

(iii) the subdivision of land; or

(iv) environmental protection;

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

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

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

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

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

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

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

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

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

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

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

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

(a) a fraudulent conveyance or fraudulent transfer, or

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) a fraudulent conveyance or fraudulent transfer; or

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

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

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

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

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

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

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

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

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

4 Risks

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

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

c that result in no loss to You or

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

5 Failure to pay value for Your Title

6 Lack of a right

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

b in streets alleys or waterways that touch the Land

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

LIMITATIONS ON COVERED RISKS

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

- In addition to the Exceptions in Schedule B You are not insured against loss costs attorneys' fees and expenses resulting from
- 1 Governmental police power, and the existence or violation of those portions of any law or government regulation concerning
- 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
- 12 This Exclusion does not limit the coverage described in Covered Risk 8 a 14 15, 16, 18 19, 20 23 or 27
- 2 The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes This Exclusion does not limit the coverage described in Covered Risk 14 or 15

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 a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge
- 3 Defects liens, encumbrances, adverse claims or other matters
 - (a) created suffered assumed or agreed to by the Insured Claimant,
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy
 - (c) resulting in no loss damage to the Insured Claimant

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

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

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

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

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

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

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

(a) The time of the advance or

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws ordinances or governmental regulations This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6 13(c) 13(d) 14 or 16

- 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

RETURN TO
HELP

WHEN RECORDED, RETURN TO:

Ms. Monica Rahman
8144 E. Via Dona Road
Scottsdale, Arizona 85266



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

2008-0297179 04/03/08 04:29 PM
1 OF 3

ACUNAR

WARRANTY DEED

For consideration of Ten and 00/100 Dollars, and other valuable consideration, I, MONICA RAHMAN, a married woman as her sole and separate property, hereby convey to **M&M RANCH LLC**, an Arizona limited liability company, all my right, title, or interest in the following described real property situated in Maricopa County, Arizona:

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

The East half of the southeast quarter of the Southwest quarter of the Northwest quarter of Section 25, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 40 feet thereof; and also

EXCEPT all minerals in said land as reserved to the United States in Patent; and excepting all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable material, whether or not of commercial value, pursuant to the provisions of the Act of August 1, 1945 (60 Stat. 755), as set forth in the Patent on said land.

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, the grantor warrants the title against all whomsoever.

Dated 3.18.08

Monica Rahman
MONICA RAHMAN, Grantor

Exempt from Affidavit pursuant to A.R.S. §11-34(A)(7) and A.R.S. §11-1134(B)(8).

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on 3-18-08, by MONICA RAHMAN.

Seal and commission expires



12-UP-2016
12/14/2016

Tax Search



Maricopa, Arizona
Searched: 216-70-005T9
Order: 71003704

Tax Year: 2016
Tax Cover: 11/18/2016
Searched By: TPXML NEXTACE
LOGIN
Searched On: 11/23/2016 6:23 PM

Company: FIDELITY NATIONAL TITLE | 3660-TEMPE OPS | 01 | CRN: 00036-00060

APN:	216-70-005T9								
Plat Book	Page	Block	Lot(s)	Subdivision	Section	Township	Range	QQ	Acres
					25	5N	4E		
Described As:	E2 SE4 SW4 NW4 EX S 40F & E 20F RDS								
Address:	8144 E VIA DONA RD SCOTTSDALE AZ 85266								
City:	SCOTTSDALE								
Billing Address:	8144 E VIA DONA RD SCOTTSDALE AZ 85266								
Assessed Owner(s):	M & M RANCH LLC								
Search As:	Tax ID 216-70 Parcel 5T								

Use Code:	0143	Primary	Secondary	Conveyance Date:	04/03/2008
SFR GRADE 010-4 RURAL SUBDIVIDED	Land AV:	47,142.00	47,142.00	Conveying Instrument:	297179
	Imp. AV:				
	Land FCV:	471,416.00	136,300.00		
	Imp. FCV:		545,300.00		
	Exemptions:				
Region Code:				Square Footage	
Flood Zone:				Land:	192230
Zoning Code:				Improvements:	
School Districts				Tax Defaulted:	
Elem:	CAVE CREEK #93	Tax Rate Area:	931400	Total Tax:	3,580.20
High:	UNIFIED				

Installment	Amount	Interest	Due Date	Status	Payment Date	Balance
1st	1,790.10	23.87	11/01/2016	UNPAID		1,813.97
2nd	1,790.10	0.00	05/01/2017	UNPAID		1,790.10
Total Balance:						3,604.07

Due Thru 12/2016	Due Thru 1/2017	Due Thru 2/2017
\$3,627.94	\$3,651.80	\$3,675.67

Imp Dist	Back Taxes
0	0

Special Districts

Account	Special District Description
07993	ADDITIONAL EDUCATION AID - CAVE CREEK

*** END OF REPORT ***

(2)

STATE OF ARIZONA } County of Maricopa }	ss. I hereby certify that the within instrument was filed and recorded In Docket <u>15888</u> page <u>886</u> and indexed in deeds at the request of Transamerica Title Insurance Co. <u>MAR 12 1982 -4 15</u>	DKT 15888 P 886 EASEMENT (ES) 76066 Compared Photostated Fee: <u>3⁰⁰</u>
When recorded, mail to: Michael J. King c/o 4460 N. Central Ave. Phoenix, Arizona 85012	Witness my hand and official seal. BILL HENRY, County Recorder. By <u>[Signature]</u> Deputy Recorder	

EASEMENT DEED

For the consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, we Wesley E. Lickfeldt and Eleanor J. Lickfeldt, his wife, do hereby convey to:

Michael J. King and Gloria King, husband and wife;
Joe Schiappa and Adelle Schiappa, husband and wife;
Norman A. Schwartz, an unmarried man;
Ronald L. Hastings, an unmarried man;
Robert B. Connolly and Cynthia S. Connolly, husband and wife;

an easement, Twenty (20') feet wide, for egress and ingress, adjacent to the East boundary of the following described property situated in Maricopa County, Arizona:

The East Half ($\frac{1}{2}$) of the East Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 25, Township 5 North, Range 4 East, Gila and Salt River Base and Meridian.

To have and to hold the same for the purpose aforesaid, it being expressly understood that in the event the easement created herein should cease to be used for egress and ingress that the same shall, upon such abandonment, revert to the grantors, their successors or assigns.

Subject to existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record we do warrant the title against all persons whomsoever, subject to the matter set forth above.

COURTESY RECORDING
NO LIABILITY

[Signature]
Wesley E. Lickfeldt
[Signature]
Eleanor J. Lickfeldt

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me, the undersigned notary public, this 11th day of March, 1982, by Wesley E. Lickfeldt and Eleanor J. Lickfeldt, his wife.

My Commission Expires:

9-11-84

[Signature]
Kristine A. Rodgers
Notary Public

WILKINS AND CAMPBELL
via 24 hour turnaround
WHEN RECORDED, RETURN TO:
City of Scottsdale
Planning & Community Development/Records
3939 N Civic Center Boulevard
Scottsdale, AZ 85251



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
97-0005425 01/03/97 04:19

IRENE 14 OF 15



**CITY OF SCOTTSDALE
DRAINAGE AND FLOOD CONTROL EASEMENT
AND PROVISION FOR MAINTENANCE**

return to hawkins & campbell

via 24hr turnaround

PARCEL _____
PROJECT 96-1668
QS 52-47

KNOW ALL MEN BY THESE PRESENTS: That ROBERT C. RAMSAY

hereinafter referred to as GRANTOR(S), for and in consideration of the sum of Ten Dollars (\$10.00), a receipt of which is hereby acknowledged, and other good and valuable considerations received from the City of Scottsdale, Maricopa County, Arizona, a municipal corporation, hereinafter called GRANTEE, does hereby grant and convey unto GRANTEE, and its successors and assigns, a perpetual right-of-way and easement, in, upon, over, and across the real property hereinafter described, for the purpose of construction, maintenance, operation, replacement, and repair of levees, dikes, channels, and other works of drainage or flood control upon, along, under, and over the hereinafter described lands.

TO HAVE AND TO HOLD for the purpose of drainage or flood control and all purposes consistent with this easement.

The lands through, over, and across which this easement is granted are situated in Maricopa County, State of Arizona, and are more fully described as follows:

SET FORTH IN ATTACHED EXHIBIT "A"
SET FORTH IN ATTACHED EXHIBIT "C"

The Grantor(s) hereby covenants that s/he (they) is (are) lawfully seized and possessed of this aforementioned tract or parcel of land; that s/he (they) has (have) a good and lawful right to sell and convey it; and that s/he (they) will warrant the title and quiet possession thereto against the lawful claim of all persons.

GRANTOR agrees not to construct any improvements which would obstruct passage of storm waters or which would endanger the health, safety, or welfare of any persons as a result of flooding or which would create a substantial danger to personal or real property or improvements thereon as a result of flooding.

GRANTOR agrees that GRANTOR will, at his/her expense, maintain the easement area in such condition that the easement area will safely pass storm waters as hereinbefore described and shall allow no refuse, debris, vegetation, or other obstruction to accumulate or collect in the easement area or any improvement; and if, in the opinion of the GRANTEE, the GRANTOR fails to so maintain the easement area and any improvement, then GRANTEE shall serve written notice of such failure on

GRANTOR, and if the GRANTOR fails to rectify said default within ten (10) days from the date said notice was received, GRANTEE may rectify such default. Upon completion of said maintenance work, GRANTEE may submit in writing to GRANTOR the cost incurred in maintaining the easement area. Upon GRANTOR'S receipt of notice of such amount, it shall immediately become a lien against the property hereinabove described, and it shall remain a lien in favor of GRANTEE until the same be paid in full by GRANTOR, together with interest at the annual rate of eight percent (8%).

The right and remedy hereby granted GRANTEE shall not be exclusive, and GRANTEE shall also have all the rights and remedies available to it in accordance with the laws of the State of Arizona and the City of Scottsdale. The establishment of a lien, as above provided, shall not preclude GRANTEE from subsequently establishing additional liens upon subsequent failure or failures of GRANTOR to so maintain the easement area and any improvement.

Nothing herein contained shall be construed to create or constitute any obligation or burden upon GRANTEE for maintenance, but rather the enforcement of the rights herein granted GRANTEE shall be at GRANTEE'S election.

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

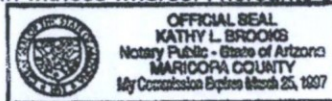
DATED this 12-28-96 day of _____, 19 96.

Robert C. Ramsay

State of Arizona)
)ss
County of Maricopa)

This instrument was acknowledged before me this 28TH day of DECEMBER, 19 96, by ROBERT C. RAMSAY.

In witness whereof I hereunto set my hand and official seal.



Kathy L. Brooks
NOTARY PUBLIC

My Commission Expires _____

\\mr\T\PR-SHARE\WORDCS\FORMS\DRFCESMT.DOC
03 Dec 96

Exhibit "A"

**The East Half of the Southeast Quarter of the Southwest Quarter of the Northwest
Quarter of Section 25 Township 5 North, Range 4 East
of the Gila & Salt River Base & Meridian**

DRAINAGE EASEMENT

LEGAL DESCRIPTION

October 25, 1996

That portion of the East Half of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 25 of the Gila & Salt River Base & Meridian, Maricopa County, Arizona, more fully described as follows;

BEGINNING at the northwest corner of said East Half;

thence South 89 degrees 59 minutes 11 seconds East along the northerly line of said East Half a distance of 309.26 feet;

thence South 00 degrees 02 minutes 57 seconds East a distance of 28.69 feet;

thence North 58 degrees 59 minutes 17 seconds West a distance of 33.08 feet;

thence South 84 degrees 36 minutes 59 seconds West a distance of 56.74 feet;

thence South 61 degrees 58 minutes 24 seconds West a distance of 50.55 feet;

thence North 68 degrees 47 minutes 01 seconds West a distance of 58.84 feet;

thence North 81 degrees 07 minutes 50 seconds West a distance of 126.48 feet

to the TRUE POINT OF BEGINNING.

Said Parcel contains 5,537.1716 square feet, more or less.

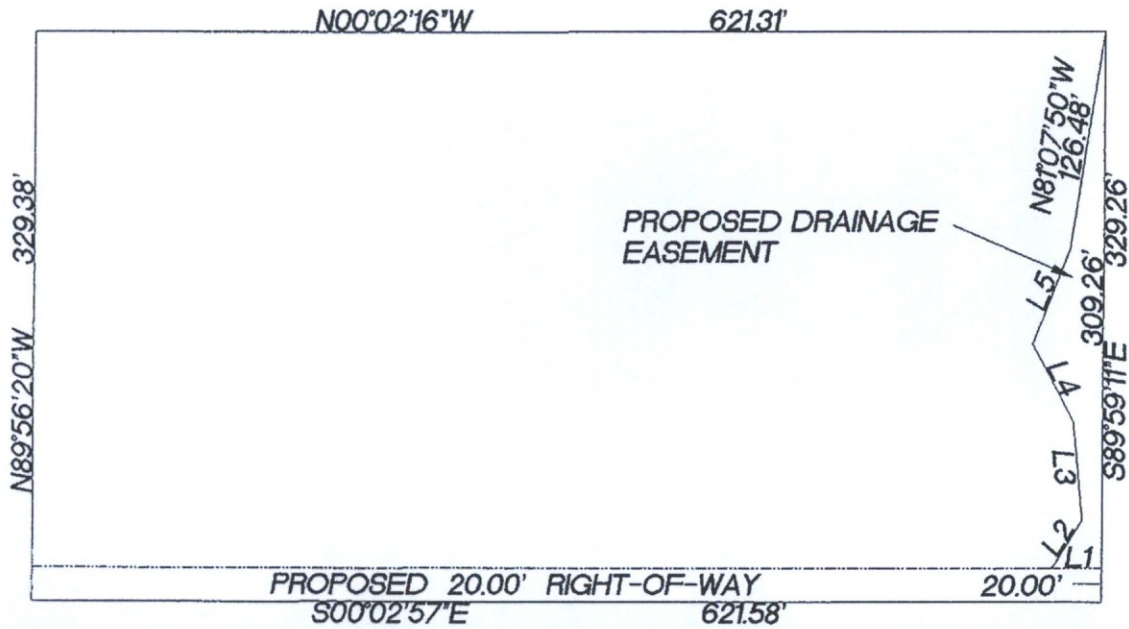


PINNACLE ENGINEERING, INC.
8711 E. Pinnacle Peak Road, Suite F-110
Scottsdale, Arizona 85255 (602) 585-6013

EXHIBIT "C"
 E1/2,SE1/4,SW1/4,NW1/4,SEC.25,T5N,R4E,G&SRB&M
 8144 EAST VIA DONA ROAD
 JOB NUMBER 39020
 OCTOBER 25, 1996



**PINNACLE
 ENGINEERING**
 SCOTTSDALE, ARIZONA
 (602) 585-6013



LINE	DIRECTION	DISTANCE
L1	S00°02'57"E	28.69'
L2	N58°59'17"W	33.08'
L3	S84°36'59"W	56.74'
L4	S61°58'24"W	50.55'
L5	N68°47'01"W	58.84'

RETURN TO HAWKINS AND CAMPBELL
VIA 24 HOUR TURNAROUND

WHEN RECORDED, RETURN TO:

City of Scottsdale
Planning & Community Development/Records
3939 N Civic Center Boulevard
Scottsdale, AZ 85251

return to hawkins & campbell



via 24hr turnaround



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

97-0031676 01/16/97 04:41

TAKHY 48 OF 48

**CITY OF SCOTTSDALE
DEED OF RIGHT OF WAY DEDICATION**

PROJECT

QS

52-47

90-1663

ROBERT C. RAMSAY

("Grantor/s"), for a valuable consideration, hereby grant(s) to the CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, its successors, and assigns, a perpetual right-of-way for the following purpose, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, construct, operate, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, drainageways, ramps, sidewalks, curbs, gutters, and cuts as may be necessary to construct, operate, and maintain any public utility lines, pipes, or poles, on, over, under, and across the ground embraced within the right-of-way situated in the City of Scottsdale, State of Arizona, and described as follows:

SEE ATTACHED EXHIBIT "A"

SEE ATTACHED EXHIBIT "C"

EXEMPTION # 42-164 A 3

The said right-of-way to include the right to cut back and trim such portions of branches and tops of trees now growing or which may hereafter grow or extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highways and public utilities.

The Grantor(s) hereby covenants that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

DATED this 28 day of Dec, 19 96.

Robert C. Ramsay

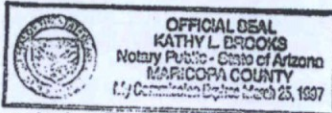
State of Arizona)

)ss

County of Maricopa)

This instrument was acknowledged before me this 28TH day of DECEMBER, 19 96, by ROBERT C. RAMSAY.

In witness whereof I hereunto set my hand and official seal.



Kathy L. Brooks
NOTARY PUBLIC

My Commission Expires _____

jmr/ T:\PR-SHARE\WORDCS\FORMS\DRFCESMT.DOC 13 Nov 96

Exhibit "A"

**The East Half of the Southeast Quarter of the Southwest Quarter of the Northwest
Quarter of Section 25 Township 5 North, Range 4 East
of the Gila & Salt River Base & Meridian**

**RIGHT OF WAY
LEGAL DESCRIPTION**

October 25, 1996

The easterly 20.00 feet of the East Half of the Southeast Quarter of the Southwest
Quarter of the Northwest Quarter of Section 25 Township 5 North, Range 4 East of the
Gila & Salt River Base & Meridian, Maricopa County, Arizona;
Except the south 40.00 feet thereof.

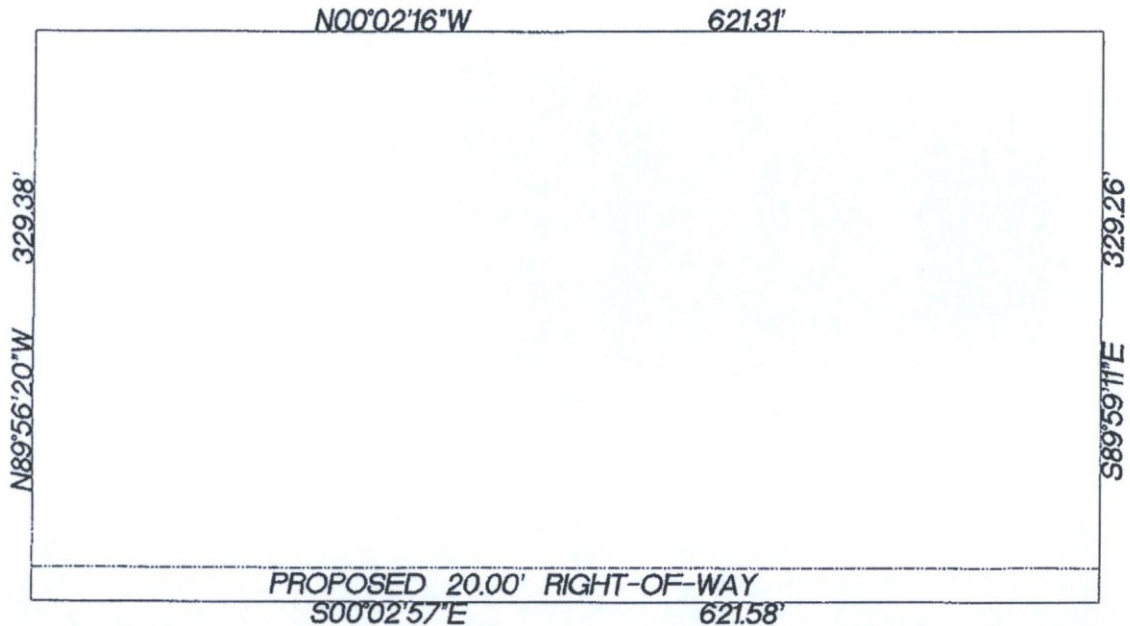
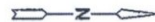


**PINNACLE ENGINEERING, INC.
8711 E. Pinnacle Peak Road, Suite F-110
Scottsdale, Arizona 85255 (602) 585-6013**

EXHIBIT "C"
E1/2,SE1/4,SW1/4,NW1/4,SEC.25,T5N,R4E,G&SRB&M
8144 EAST VIA DONA ROAD
JOB NUMBER 39020
OCTOBER 25, 1996



PINNACLE
ENGINEERING
SCOTTSDALE, ARIZONA
(602) 585-6013



return to hawkins & campbell
via 24hr turnaround

When recorded, return to:
CITY OF SCOTTSDALE
Planning & Development/Records
3939 N. Civic Center Boulevard
Scottsdale, AZ 85251



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
97-0268636 04/23/97 05:00
CHRISTINA 58 OF 76

**CITY OF SCOTTSDALE
NATURAL AREA EASEMENT
INCLUDING RESTORED DESERT**

PROJECT: _____
QS: 52-47
PLAN CK#: 90-11608

ROBERT RAMSAY
("Grantor/s") whose address is 1514 EAGLE RIDGE RD PRESCOTT, AZ 86301

is/ are the owner(s) of real property as described on exhibit "A" which is attached hereto and incorporated herein by reference (the "Property"), with the power to convey the same.

Grantor/s for good and valuable consideration received from the CITY OF SCOTTSDALE, a municipal corporation, in the County of Maricopa, State of Arizona, ("Grantee"), hereby grant/s and convey/s to said Grantee and its successors and assigns, a perpetual Natural Area Easement upon, over, and across the property for the purpose of preserving the area in its natural desert state.

The land upon, over, and across which this easement is granted is situated in Maricopa County, State of Arizona, and is more fully described as follows:

See Exhibit "A" -- Natural Area Easement Legal Description

See Exhibit "C" -- NAOS Graphic

The easement granted herein is subject to the following conditions and covenants:

Grantor agrees to and shall restore and maintain any natural desert areas disturbed by development of the land by Grantor in accordance with plans approved by Grantee.

Grantor and/ or Grantee shall not use the property described herein in any way inconsistent with the preservation of said land in permanent open space.

Neither the Grantor nor the Grantee shall grade, grub, excavate, or construct any structure of any kind, on or within the Natural Area Easement granted herein, except as approved in writing by Grantor and Grantee; however, nothing herein shall be construed as affording the public access to any portion of Property.

Grantee shall have the right to enter upon the Property to enforce any conditions or covenants contained herein and shall be permitted to enjoin in a court of law any activity on, or

970268636

use of, the land described herein which is inconsistent with the preservation of the natural desert within the Natural Area Easement granted herein.

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

DATED this 7 day of October 19 96

Robert C. Ramsay

STATE OF ARIZONA)
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 7TH day of OCTOBER, 19 96, by

ROBERT C. RAMSAY

In Witness whereof I hereunto set my hand and official seal.



Kathy L. Brooks
NOTARY PUBLIC

My Commission expires _____

rev 7/96

Exhibit "A"

**The East Half of the Southeast Quarter of the Southwest Quarter of the
Northwest Quarter of Section 25 Township 5 North, Range 4 East
of the Gila & Salt River Base & Meridian
NATURAL AREA OPEN SPACE EASEMENT
LEGAL DESCRIPTION
October 25, 1996**

That portion of the East Half of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 25 of the Gila & Salt River Base & Meridian, Maricopa County, Arizona, more fully described as follows,

BEGINNING at the northwest corner of said East Half,

thence South 89 degrees 59 minutes 11 seconds East along the northerly line of said East Half a distance of 309 26 feet,

thence South 00 degrees 02 minutes 57 seconds East a distance of 28 69 feet,
thence North 58 degrees 59 minutes 17 seconds West a distance of 33 08 feet,
thence South 84 degrees 36 minutes 59 seconds West a distance of 56 74 feet,
thence South 61 degrees 58 minutes 24 seconds West a distance of 50 55 feet,
thence North 68 degrees 47 minutes 01 seconds West a distance of 58 84 feet,
thence North 89 degrees 59 minutes 11 seconds West a distance of 98 46 feet,
thence South 00 degrees 02 minutes 16 seconds East a distance of 541 86 feet,
thence South 89 degrees 56 minutes 20 seconds East a distance of 256 37 feet,
thence North 00 degrees 02 minutes 57 seconds West a distance of 433 49 feet,
thence South 89 degrees 59 minutes 11 seconds East a distance of 26 50 feet,
thence South 00 degrees 02 minutes 57 seconds East a distance of 493 51 feet,
thence North 89 degrees 56 minutes 20 seconds West a distance of 309 38 feet

**PINNACLE ENGINEERING, INC
8711 E. Pinnacle Peak Road, Suite F-110
Scottsdale, Arizona 85255 (602) 585-6013**

970268636

to a point on the westerly line of said East Half;
thence North 00 degrees 02 minutes 16 seconds West along said westerly line a
distance of 621.31 feet to the TRUE POINT OF BEGINNING.

Said Parcel contains 51,163.0000 square feet, more or less.



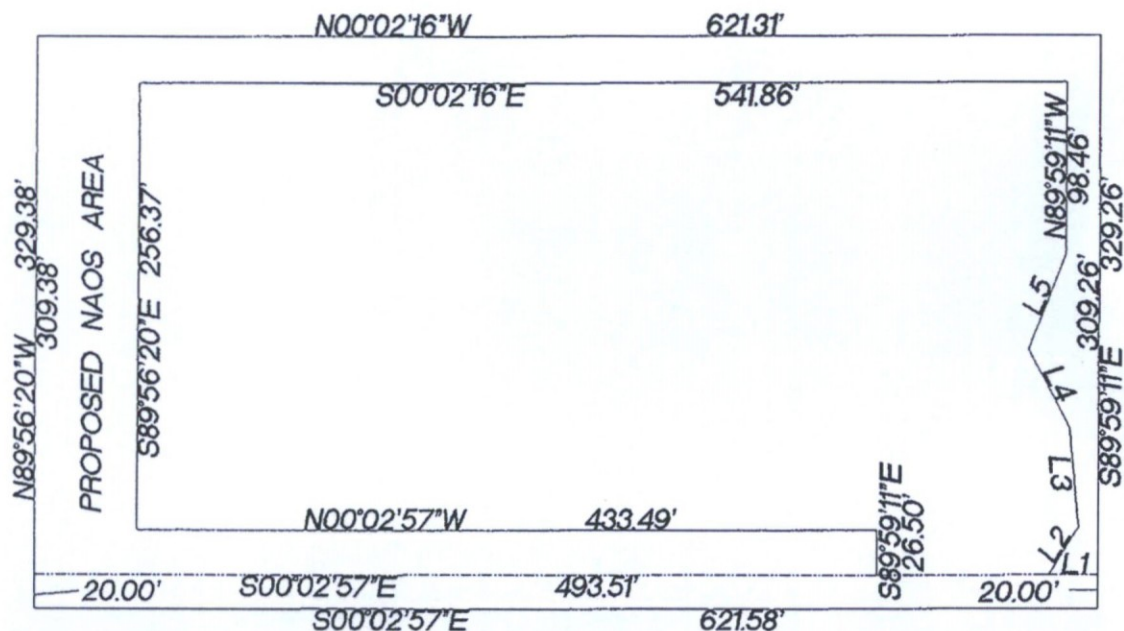
PINNACLE ENGINEERING, INC.
8711 E. Pinnacle Peak Road, Suite F-110
Scottsdale, Arizona 85255 (602) 585-6013

97B268636

EXHIBIT "C"
E1/2,SE1/4,SW1/4,NW1/4,SEC.25,T5N,R4E,G&SRB&M
8144 EAST VIA DONA ROAD
JOB NUMBER 39020
OCTOBER 25, 1996



**PINNACLE
ENGINEERING**
SCOTTSDALE, ARIZONA
(602) 585-6013



LINE	DIRECTION	DISTANCE
L1	S00°02'57"E	28.69'
L2	N58°59'17"W	33.08'
L3	S84°36'59"W	56.74'
L4	S61°58'24"W	50.55'
L5	N68°47'01"W	58.84'



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

97-0309066 05/08/97 11:52

T09V 11 OF 19

HOLD FOR PICKUP
ARIZONA PUBLIC SERVICE CO.
NW-25-5N-4E
W7972
MJB

UTILITY EASEMENT

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, ROBERT CRANE RAMSAY, Trustee of the Robert Crane Ramsay Living Trust dated May 17, 1989 (hereinafter called "Grantor") do(es) hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement to construct, operate and maintain electric lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Maricopa County, Arizona, and are described as follows:

The East half of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 25, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian;
EXCEPT the South 40 feet thereof.

Said utility easement in the above described premises is more particularly described as a twelve-foot-wide linear easement, lying six feet on each side of the following described centerline:

BEGINNING at a point on the East property line, 46.00 feet South of the North property line; thence Westerly perpendicular to the East property line a distance of 36.00 feet to the Point of Termination of said linear easement.

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities from said premises; to add to or alter said lines and/or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal operations of the Company in connection with said lines and/or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or drill any well within the limits of said easement; nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company; provided, however, Grantor shall have the right to construct and erect fences within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and/or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

Dated: April 18, 1997

Robert Crane Ramsay
Robert Crane Ramsay

WITNESS:

STATE OF Arizona }
County of Yavapai } ss.

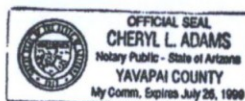
This instrument was acknowledged before me this 18 day of April, 1997, by Robert Crane Ramsay.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires:

July 26, 1999

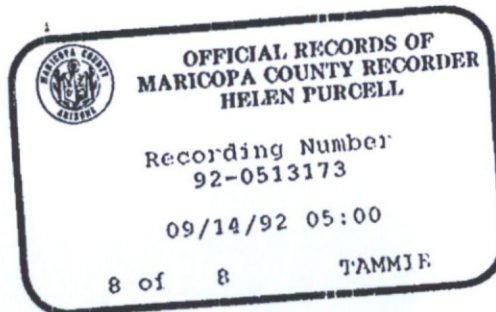
Cheryl L. Adams
Notary Public



43(H&C)

Return to hawkins & campbell

via 24hr turnaround 24



CITY OF SCOTTSDALE
NORTH AREA WATER IMPROVEMENT DISTRICT
PROJECT NO. I6001

ASSESSMENT

WARRANT

By virtue hereof, I, Alex McLaren, Superintendent of Streets of the City of Scottsdale, Arizona, by virtue of the authority vested in me as said Superintendent of Streets, hereby authorize and empower the City Treasurer of the City of Scottsdale, his agents or assigns, to demand or receive the several assessments upon the assessment hereto attached, and this shall be said Accounting Director's warrant for the same. Improvement bonds bearing interest at a rate of not to exceed fifteen percent (15%) per annum will be issued in the form and manner prescribed by Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and amendments and supplements thereto, to represent the costs and expenses of the work prescribed in the assessment, and notice is hereby given that said bonds will be paid out of a special fund, collected in ten (10) annual installments from the assessments of twenty-five dollars or more remaining unpaid at the date of the bonds.

Dated: July 22, 1992

Alex McLaren
Superintendent of Streets

COUNTERSIGNED BY:

Herbert R. Drinkwater
Mayor

EXEMPT A-3
R.C.

3939 CIVIC CENTER BOULEVARD ■ SCOTTSDALE, ARIZONA 85261

92 513173

A S S E S S M E N T

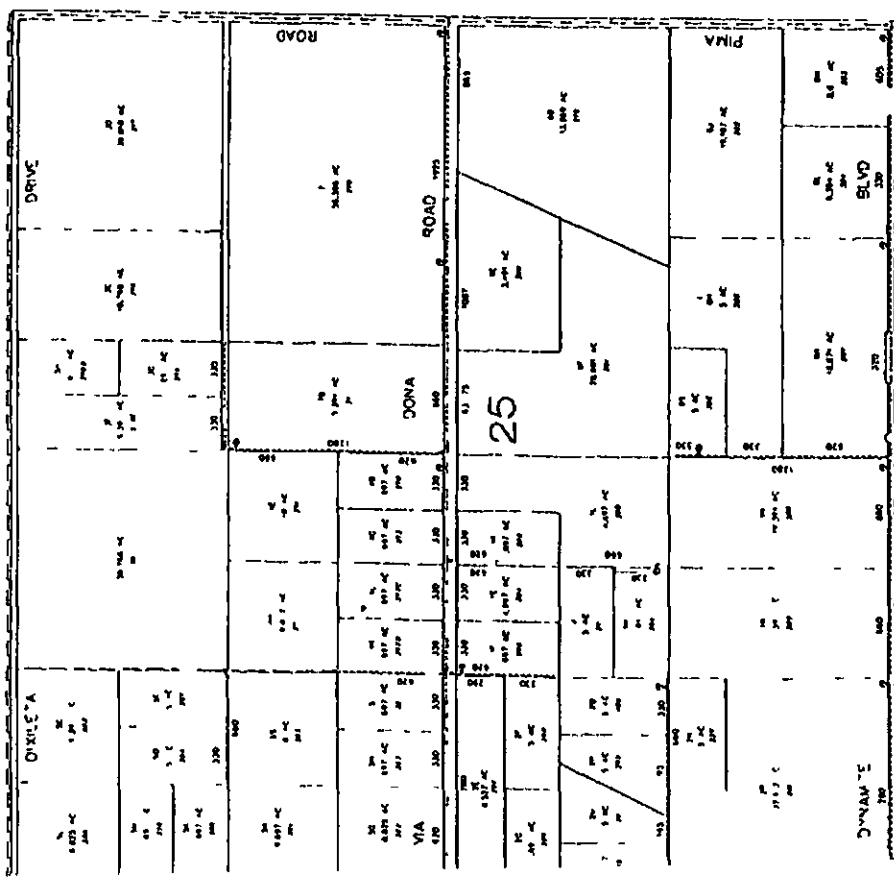
IN THE MATTER OF CITY OF SCOTTSDALE NORTH AREA WATER IMPROVEMENT DISTRICT NO 16001 PERTAINING TO THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, TOGETHER WITH ALL APPURTENANCES AND ADJUNCTS NECESSARY, WITHIN THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA

Pursuant to the provisions of Title 48, Chapter 2, Article 4, Arizona Revised Statutes, and amendments and supplements thereto, I, Alex McLaren, Superintendent of Streets of the City of Scottsdale, Arizona (hereinafter referred to as the "City"), hereby assess and apportion as shown hereinafter, and in the Assessment Diagram (a copy of which is attached hereto) upon the lots and parcels of land as described in Resolution of Intention No 3591, adopted by the Mayor and Council of the City on April 20, 1992, to be paid to the City, its agents or assigns, to finance the installation of a water distribution system, together with all appurtenances and adjuncts necessary, all of the above work or improvement to be done in accordance with that certain set of Plans and Specifications as approved and adopted by the Council of the City on April 20, 1992, and on file in the office of the City Clerk and Superintendent of Streets designated as the Plans, Specifications and detailed drawings are hereby referred to for a more particular description of the work and made a part hereof and as the said work is more fully described in the official contract documents for construction of such improvement. The Superintendent of Streets has entered into a contract for such construction with Swengel Robbins, Inc., whose bondsman is Capitol Indemnity Corporation. Pursuant to Section 48-581, Arizona Revised Statutes, I herewith apportion the cost of said work, and I hereby assess against each lot, portion of lot, or parcel of land within the District to be assessed, each in proportion to the benefits to be received, the respective amounts set forth below. Opposite the description of each lot or parcel of land I have set out the names of the owners of property as known to me and as shown on the most recently certified assessment roll for State and local taxes.

THE COST OF THIS WORK ASSESSABLE AGAINST THE PARCELS BENEFITING AS DETERMINED BY THE BID OF THE CONTRACTOR FOR THE WORK OR IMPROVEMENT DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR CITY OF SCOTTSDALE NORTH AREA WATER IMPROVEMENT DISTRICT NO 16001 AND THE ESTIMATED INCIDENTAL EXPENSES (BEFORE THE ADDITION OF INTEREST CHARGES) IS \$2,443,714.71 AND IS MORE PARTICULARLY BROKEN DOWN AS FOLLOWS:

Page 1 of 2

CITY OF SCOTTSDALE, ARIZONA NORTH AREA WATER IMPROVEMENT DISTRICT PROJECT NO 16001 ASSESSMENT DIAGRAM



APPROVED BY: *Alex Macaluso* 4/16/12
 SUPERVISOR OF THE CITY OF SCOTTSDALE
 APPROVED BY: *[Signature]* 4/16/12
 CITY CLERK
 APPROVED BY: *[Signature]* 4/16/12
 CITY CLERK

APPROVED BY: *[Signature]* 4/16/12
 CITY CLERK

92 513173


LEGEND

- 1. LOT NUMBER
- 2. LOT AREA
- 3. LOT AREA (AC)
- 4. LOT AREA (SQ FT)
- 5. LOT AREA (SQ YD)
- 6. LOT AREA (AC)
- 7. LOT AREA (SQ FT)
- 8. LOT AREA (SQ YD)
- 9. LOT AREA (AC)
- 10. LOT AREA (SQ FT)
- 11. LOT AREA (SQ YD)
- 12. LOT AREA (AC)
- 13. LOT AREA (SQ FT)
- 14. LOT AREA (SQ YD)
- 15. LOT AREA (AC)
- 16. LOT AREA (SQ FT)
- 17. LOT AREA (SQ YD)
- 18. LOT AREA (AC)
- 19. LOT AREA (SQ FT)
- 20. LOT AREA (SQ YD)



CITY OF SCOTTSDALE, ARIZONA
NORTH AREA WATER IMPROVEMENT DISTRICT
PROJECT NO. 16001
ASSESSMENT DIAGRAM

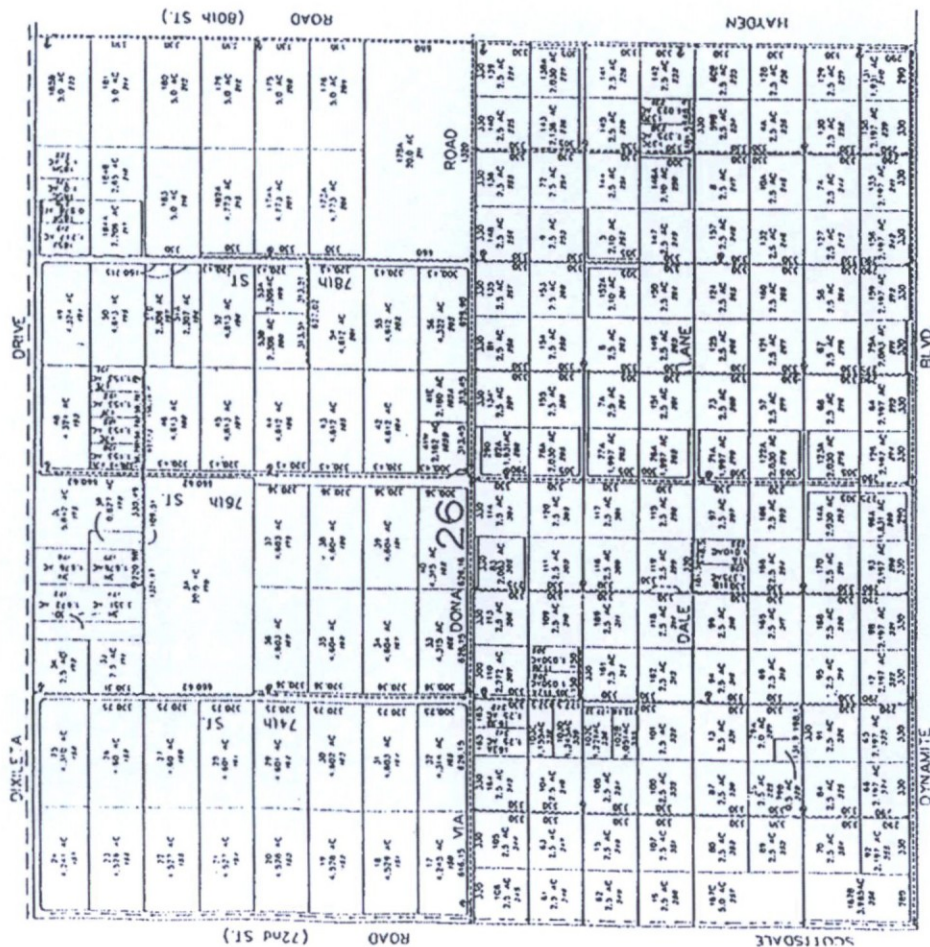
92 513173

Source: [http://www.irs.gov/pub/irs-soi/99br001.pdf](#)

BBJ CONSULTANTS, INC.
14400 West Emerald Drive
San Diego, CA 92127
(619) 451-8100

CONCEPT

- [illegible]



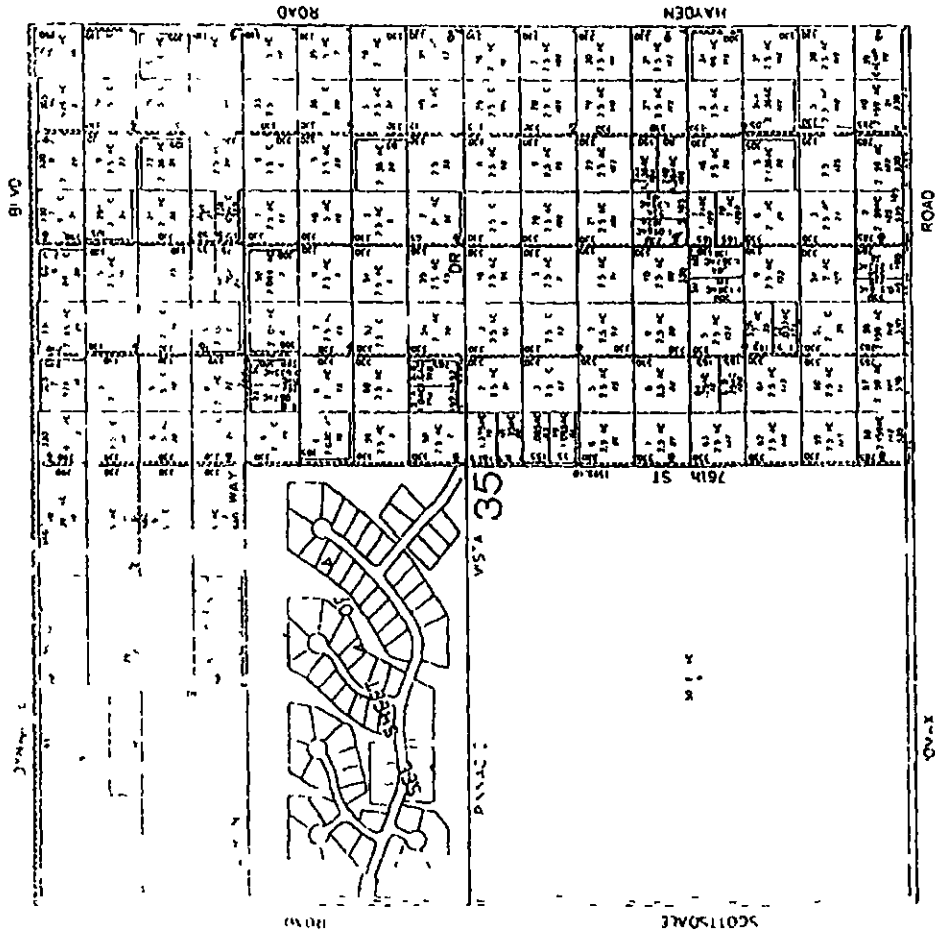
CITY OF SCOTTSDALE, ARIZONA
NORTH AREA WATER IMPROVEMENT DISTRICT
PROJECT NO 1500
ASSESSMENT DIAGRAM

92 513173



LEGEND

- 1. Existing water main
- 2. New water main
- 3. Water main to be replaced
- 4. Water main to be removed
- 5. Water main to be installed
- 6. Water main to be replaced with
- 7. Water main to be replaced with
- 8. Water main to be replaced with
- 9. Water main to be replaced with
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CITY OF SCOTTSDALE, ARIZONA
NORTH AREA WATER IMPROVEMENT DISTRICT
PROJECT NO. 15001
ASSESSMENT DIAGRAM

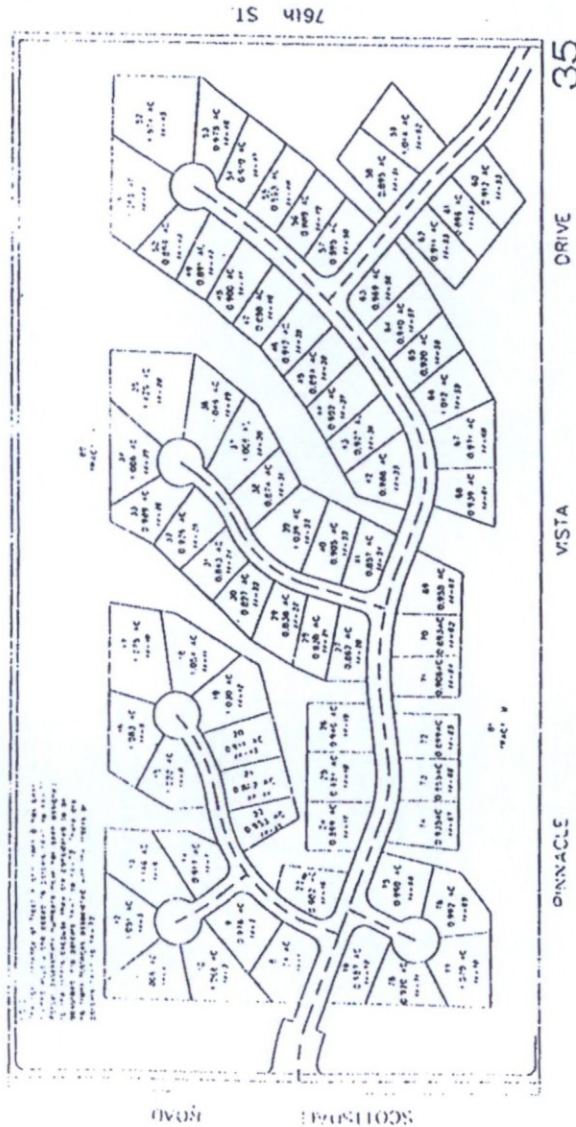
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PERCUTAN, INC.
1400 WEST BROADWAY, SUITE 200
SCOTTSDALE, ARIZONA 85261

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CITY OF SCOTTSDALE ID NO. 16002 513173 PAGE 1 OF 9

ASSESSMENT NUMBER	ASSESSOR'S NUMBER	ASSESSMENT AMOUNT
1A	212-20-1E	\$10,267 15
1B	212-20-1F	\$9,690 90
1C	212-20-1G	\$3,931 22
2	212-20-1C	\$9,613 42
3	212-20-1D	\$13,077 02
6	212-20-2A	\$7,876 08
7	212-20-3A	\$2,130 69
8	212-20-3B	\$2,467 59
9	212-20-3C	\$2,467 59
10	212-20-4B	\$7,083 60
11	212-20-4A	\$7,876 08
12	212-20-5	\$7,876 08
14-1	212-20-8	\$1,065 15
14-2	212-20-9	\$1,017 31
14-3	212-20-10	\$1,110 93
14-4	212-20-11	\$1,046 43
14-5	212-20-12	\$1,093 23
14-6	212-20-13	\$1,192 05
14-7	212-20-14	\$953 85
14-8	212-20-15	\$1,060 99
14-9	212-20-16	\$1,126 53
14-10	212-20-17	\$1,326 24
14-11	212-20-18	\$1,096 36
14-12	212-20-19	\$1,071 40
14-13	212-20-20	\$947 61
14-14	212-20-21	\$896 65
14-15	212-20-22	\$991 30
14-16	212-20-23	\$938 25
14-17	212-20-24	\$935 13
14-18	212-20-25	\$1,020 43
14-19	212-20-26	\$977 78
14-20	212-20-27	\$896 65
14-21	212-20-28	\$871 68
14-22	212-20-29	\$871 68
14-23	212-20-30	\$860 24

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CITY OF SCOTTSDALE I.D. NO. 16001

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ASSESSMENT NUMBER	ASSESSOR'S NUMBER	ASSESSMENT AMOUNT
14-24	212-20-31	\$876 88
14-25	212-20-32	\$963 22
14-26	212-20-33	\$1,028 74
14-27	212-20-34	\$1,046 43
14-28	212-20-35	\$1,486 43
14-29	212-20-36	\$1,088 03
14-30	212-20-37	\$1,046 43
14-31	212-20-38	\$909 13
14-32	212-20-39	\$1,080 75
14-33	212-20-40	\$941 37
14-34	212-20-41	\$891 45
14-35	212-20-42	\$1,027 71
14-36	212-20-43	\$964 25
14-37	212-20-44	\$938 25
14-38	212-20-45	\$929 93
14-39	212-20-46	\$948 65
14-40	212-20-47	\$923 69
14-41	212-20-48	\$936 17
14-42	212-20-49	\$926 81
14-43	212-20-50	\$935 13
14-44	212-20-51	\$1,313 76
14-45	212-20-52	\$1,637 26
14-46	212-20-53	\$1,017 31
14-47	212-20-54	\$946 57
14-48	212-20-55	\$928 89
14-49	212-20-56	\$924 73
14-50	212-20-57	\$930 97
14-51	212-20-58	\$930 97
14-52	212-20-59	\$1,054 75
14-53	212-20-60	\$948 65
14-54	212-20-61	\$932 01
14-55	212-20-62	\$947 61
14-56	212-20-63	\$1,007 94
14-57	212-20-64	\$977 78
14-58	212-20-65	\$956 97

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CITY OF SCOTTSDALE I.D. NO. 16001

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ASSESSMENT NUMBER	ASSESSOR'S NUMBER	ASSESSMENT AMOUNT
14-59	212-20-66	\$1,052.67
14-60	212-20-67	\$1,010.03
14-61	212-20-68	\$976.74
14-62	212-20-69	\$996.50
14-63	212-20-70	\$928.89
14-64	212-20-71	\$942.41
14-65	212-20-72	\$935.13
14-66	212-20-73	\$889.36
14-67	212-20-74	\$972.57
14-68	212-20-75	\$1,029.79
14-69	212-20-76	\$1,031.86
14-70	212-20-77	\$1,113.00
14-71	212-20-78	\$956.97
14-72	212-20-79	\$1,026.66
15	212-21-1	\$3,541.81
21	212-21-7	\$3,938.04
25	212-21-11	\$3,938.04
26	212-21-12	\$3,938.04
29	212-21-13	\$3,532.44
31	212-21-17	\$3,541.81
34	212-21-20A	\$3,420.64
35	212-21-21	\$3,938.04
36	212-21-22	\$3,458.08
38	212-21-24	\$3,938.04
43	212-21-29	\$3,938.04
44	212-21-65A	\$3,239.64
46	212-21-32	\$3,938.04
47	212-21-33	\$3,938.04
49	212-21-35	\$3,938.04
50	212-21-36	\$3,938.04
53	212-21-39	\$3,938.04
61	212-21-46	\$3,938.04
62	212-21-47	\$3,938.04
64	212-21-51	\$3,401.40
67	212-21-53	\$3,938.04

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CITY OF SCOTTSDALE I D NO. 16001

PAGE 4 OF 9

ASSESSMENT NUMBER	ASSESSOR'S NUMBER	ASSESSMENT AMOUNT
68	212-21-54	\$3,938 04
69	212-21-55	\$3,938 04
70	212-21-56	\$3,938 04
73	212-21-59	\$3,938 04
74	212-21-60	\$3,938 04
77	212-21-63	\$3,938 04
78A	212-21-64B	\$1,697 60
78B	212-21-64C	\$1,682 51
82	212-22-3	\$3,938 04
83	212-22-4A	\$1,756 86
84	212-22-4B	\$1,756 86
85	212-22-5	\$3,938 04
87	212-22-7	\$3,938 04
92	212-22-12	\$3,938 04
93	212-22-14	\$3,938 04
95	212-22-13	\$3,938 04
97	212-22-17	\$3,938 04
98	212-22-18	\$3,938 04
99	212-22-19	\$3,938 04
100	212-22-20	\$3,938 04
103	212-22-23A	\$1,928 48
103A	212-22-23B	\$1,729 84
104	212-22-24A	\$1,789 64
105	212-22-24B	\$2,148 39
106	212-22-25	\$3,938 04
107	212-22-26	\$3,938 04
112	212-22-31	\$3,938 04
113	212-22-32	\$3,938 04
114	212-22-33	\$3,938 04
115	212-22-34	\$3,293 22
118	212-22-37A	\$3,741 45
119	212-22-38	\$3,938 04
120	212-22-39	\$0 00
121	212-22-40	\$3,492 14
122	212-22-41	\$1,246 41

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CITY OF SCOTTSDALE I.D. NO. 16001

PAGE 5 OF 9

ASSESSMENT NUMBER	ASSESSOR'S NUMBER	ASSESSMENT AMOUNT
124	212-22-43	\$3,938.04
125	212-22-44	\$3,938.04
128	212-22-46	\$1,969.02
129A	212-22-47A	\$1,889.97
129B	212-22-47B	\$1,889.97
130	212-22-50A	\$2,148.39
131	212-22-50B	\$1,749.10
136	212-22-53	\$3,938.04
138	212-22-55A	\$2,063.07
139	212-22-55B	\$1,520.26
140	212-22-56	\$3,492.14
141	212-22-57	\$3,492.14
143	212-22-59	\$3,938.04
149	212-23-001	\$167,377.66
151	216-69-18	\$4,711.02
152	216-69-19	\$4,709.97
155	216-69-22	\$4,708.93
156	216-69-23	\$4,707.89
157	216-69-24	\$4,411.44
158	216-69-25	\$4,483.21
159	216-69-26	\$6,082.92
160	216-69-27	\$6,082.92
162	216-69-29	\$6,083.96
163	216-69-30	\$6,084.99
167	216-69-34	\$6,087.52
168	216-69-35	\$6,087.52
169	216-69-36	\$6,086.49
170	216-69-3A	\$27,491.62
171	216-69-3J	\$3,938.04
172	216-69-3K	\$2,600.47
173	216-69-3D	\$1,739.19
174	216-69-3H	\$3,485.67
177	216-69-3N	\$2,639.05
178	216-69-3P	\$1,304.11
179	216-69-37	\$6,086.49

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CITY OF SCOTTSDALE I.D NO 16001

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PAGE 6 OF 9

ASSESSMENT NUMBER	ASSESSOR'S NUMBER	ASSESSMENT AMOUNT
180	216-69-38	\$6,087 52
181	216-69-39	\$6,087 52
182	216-69-40	\$7,000 61
183B	216-69-41W	\$3,492 99
184	216-69-42	\$6,096 13
185	216-69-43	\$6,096 13
186	216-69-44	\$6,096 13
188	216-69-46	\$7,354 21
190	216-69-47D	\$1,834 81
194	216-69-49	\$4,497 77
195	216-69-50	\$4,798 39
196	216-69-51A	\$3,049 10
197	216-69-51B	\$3,048 07
198	216-69-52	\$6,097 17
199	216-69-53A	\$3,683 44
200	216-69-53B	\$3,628 88
201	216-69-54	\$6,096 13
202	216-69-55	\$6,096 13
204	216-70-2M	\$5,869 73
205	216-70-2K	\$6,786 68
208	216-69-175	\$6,538 51
210	216-70-002P	\$44,381 04
211	216-69-178A	\$28,829 19
213	216-69-180	\$6,538 51
221	216-69-185G	\$1,040 19
223	216-69-185H	\$5,200 94
224	216-69-139	\$3,938 04
226	216-69-143	\$3,458 08
227	216-69-138A	\$3,347 82
228	216-69-141	\$3,938 04
230	216-69-137C	\$2,165 92
231	216-69-137D	\$1,625 49
239	216-69-158	\$3,541 81
241	216-69-133	\$3,541 81
243	216-69-127	\$3,938 04

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CITY OF SCOTTSDALE I.D. NO. 16001 92 513173

PAGE 7 OF 9

ASSESSMENT NUMBER	ASSESSOR'S NUMBER	ASSESSMENT AMOUNT
244	216-69-74	\$3,938.04
248	216-69-157	\$3,938.04
254	216-69-72	\$3,938.04
255	216-69-136	\$3,938.04
258	216-69-81	\$3,938.04
259	216-69-154	\$3,938.04
261	216-69-152A	\$3,420.64
267	216-69-121	\$3,938.04
268	216-69-160	\$3,938.04
269	216-69-58	\$3,938.04
273	216-69-64	\$3,541.81
277	216-69-57	\$3,938.04
280	216-69-73	\$3,938.04
283	216-69-77A	\$3,313.49
284	216-69-7A	\$3,836.71
285	216-69-78A	\$3,347.82
286	216-69-155	\$3,938.04
287	216-69-134	\$3,938.04
288	216-69-82A	\$3,184.05
289	216-69-96A	\$3,049.62
291	216-69-170	\$3,938.04
292	216-69-14A	\$3,347.82
294	216-69-166	\$3,938.04
299	216-69-119	\$3,938.04
301	216-69-117	\$3,938.04
304	216-69-114	\$3,938.04
305	216-69-83	\$2,500.00
313	216-69-162	\$3,938.04
314	216-69-118	\$3,938.04
315	216-69-94	\$3,938.04
316	216-69-99	\$3,938.04
317	216-69-165	\$3,938.04
319	216-69-95	\$3,938.04
321	216-69-98	\$3,541.81
325	216-69-84	\$3,938.04

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CITY OF SCOTTSDALE I.D. NO. 160012 513173 PAGE 8 OF 9

ASSESSMENT NUMBER	ASSESSOR'S NUMBER	ASSESSMENT AMOUNT
327	216-69-79A	\$3,150.64
330	216-69-87	\$3,938.04
331	216-69-13	\$3,938.04
332	216-69-101	\$3,938.04
333	216-69-100	\$3,938.04
335	216-69-102B	\$1,712.08
337	216-70-002N	\$7,835.55
340	216-69-104	\$3,938.04
341	216-69-163A	\$1,969.02
342	216-69-163B	\$1,969.02
350	216-69-16	\$2,600.47
355	216-69-92	\$3,622.87
356	216-69-167B	\$4,145.15
357	216-69-167C	\$5,200.94
358	216-70-005L	\$10,517.23
359	216-70-5M	\$6,223.33
360	216-70-5K	\$6,223.33
361	216-70-5H	\$12,761.85
362	216-70-5G	\$13,030.24
363	216-70-5N	\$6,223.33
364	216-70-5T	\$7,479.84
365	216-70-5S	\$11,739.45
366	216-70-5Q	\$6,497.98
367	216-70-5E	\$5,200.94
368	216-70-5C	\$9,771.53
369	216-70-4A	\$40,326.01
370	216-70-4B	\$7,479.84
371	216-70-4E	\$13,077.02
372A	216-70-4H	\$10,086.71
372B	216-70-4K	\$7,479.84
372C	216-70-4L	\$6,223.33
374	216-70-7B	\$28,117.77
375A	216-70-3G	\$6,223.33
375B	216-70-3H	\$4,885.76
375C	216-70-3F	\$11,109.10

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CITY OF SCOTTSDALE I.D. NO. 16001

PAGE 9 OF 9

ASSESSMENT NUMBER	ASSESSOR'S NUMBER	ASSESSMENT AMOUNT
378	216-70-7A	\$65,527.14
379	216-70-6D	\$37,621.56
380	216-70-6E	\$18,439.06
381	216-70-6F	\$32,315.11
382	216-70-6J	\$19,937.29
383	216-70-6M	\$8,957.07
384	216-70-6L	\$12,446.67
385	216-70-6S	\$6,497.98
386	216-70-6N	\$16,940.40
387	216-70-6K	\$26,028.14
388	216-70-1M	\$26,780.20
389	216-70-1N	\$9,490.79
390	216-70-1L	\$19,259.83
391	216-70-1H	\$6,301.39
392	216-70-1J	\$6,538.51
393	216-70-1K	\$7,479.84
396	216-70-2E	\$14,133.70
399	216-70-2R	\$7,207.30
400	216-70-2Q	\$6,497.98

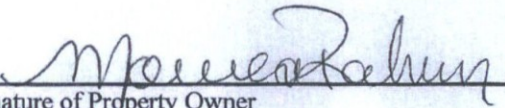
**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

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

8144 East Via Dona Road

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

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



Signature of Property Owner

Date



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

This request concerns all property identified in the development application.

Pre-application No: 403 - PA - 2014

Project Name: M&M Ranch

Project Address: 8144 East Via Dona Road

STATEMENT OF AUTHORITY:

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

STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

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

Property owner/Property owners agent: M&M Ranch, LLC

Print Name

Moussa Rahun
Signature

City Use Only:

Submittal Date: _____ Case number: _____

Planning, Neighborhood & Transportation Division

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

Rev. 8/2012

12-UP-2016
12/14/2016



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 8144 E. Via Dona Rd.
- b. County Tax Assessor's Parcel Number: 216-70-005T
- c. General Location: NWC of North 82nd Street and East Via Dona Rd
- d. Parcel Size: 5.005 gross acres
- e. Legal Description: See attached

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

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

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

4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the 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

Monica Rahman

_____, 20____

Monica Rahman

GAMMAGE & DURNHAM

_____, 20____

Mike L. (MOSES EASON)

_____, 20____

_____, 20____

Planning and Development Services

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

12-UP-2016
12/14/2016

M&M RANCH
CONDITIONAL USE PERMIT
PROJECT NO 403-PA-2014
LEGAL DESCRIPTION

MARICOPA COUNTY ASSESSOR PARCEL NUMBER 216-70-005T

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 4 EAST, OF THE
GILA & SALT RIVER BASE, & MERIDAIN MARICOPA COUNTY, ARIZONA

EXCEPT THE SOUTH 40 00 FEET & EAST 20 00 FEET.