



207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

Pre-application No: 291-PA-2018  
Project Name: RESIDENCES ON McDowell

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 4601 E. McDowell Road
- b. County Tax Assessor's Parcel Number: APN # 129-94-092A
- c. General Location: 66TH & McDowell
- d. Parcel Size: 12.9 GROSS ACRES
- e. Legal Description: SEE ATTACHED LEGAL DESCRIPTION

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

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

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

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

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

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

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

Name (printed)	Date	Signature
<u>David R. Bower</u>	<u>March 26, 2018</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Approved in Resolution 6161, October 7, 2002

## APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

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

#### RIGHTS OF PROPERTY OWNER

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

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

#### APPEAL PROCEDURE

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

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

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

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

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

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

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

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

6601 E. McDowell Road, Scottsdale, Arizona  
(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

3/26/18  
Date



**OLD REPUBLIC**  
T I T L E   A G E N C Y

4925 S. Alma School Rd., Suite 2  
Chandler, AZ 85248  
(480) 895-9924 Fax: (602) 926-2640

CHAPMAN MCDOWELL, LLC, AN ARIZONA  
LIMITED LIABILITY  
7455 W. Orchid Lane  
Chandler, AZ 85226

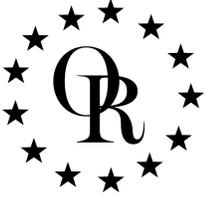
Annette Beschinski  
7th amendment ab

Our Order Number 4729011515-EH

When Replying Please Contact:

Eileen Higdon  
[EHigdon@ortc.com](mailto:EHigdon@ortc.com)  
(480) 895-9924

See Attached Commitment to Insure



# ALTA Commitment

COMMITMENT FOR TITLE INSURANCE  
Issued by Old Republic National Title Insurance Company

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida 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 six (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.

Issued through the office of:  
Old Republic Title Agency  
2375 E. Camelback Road, Suite 110  
Phoenix, AZ 85016

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

*Diana Brewer*

Diana Brewer

Authorized Officer or Agent

By

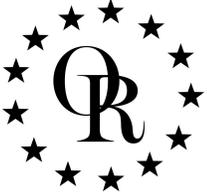
*Mark A. Bissinger*

President

Attest

*David Wold*

Secretary



# ALTA Commitment

## SCHEDULE A

1. Effective Date: October 31, 2018, at 5:00 PM  
Annette Beschinski  
7th amendment ab
2. Policy or Policies to be issued:  
  
ALTA Owner's Policy - 2006  
Amount: \$13,500,000.00  
Proposed Insured: JLB Realty, L.L.C., a Texas limited liability company  
  
ALTA Loan Policy - 2006  
Amount: Amount to come.  
Proposed Insured:

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. Copies of the Policy forms should be read. They are available from the office which issued this Commitment.

3. The estate or interest in the land described or referred to in this Commitment is  
Fee
  
4. Title to the estate or interest in the land is at the Effective Date vested in:  
Chapman McDowell, L.L.C., an Arizona limited liability company
  
5. The land referred to in this Commitment is described as follows:  
See Legal Description Exhibit.

**This Commitment is not valid without SCHEDULE A and SCHEDULE B.**

## SCHEDULE B

### I. REQUIREMENTS:

1. Note: APN: 129-34-052A  
Full Amount for the year 2018: \$123,459.66      1st half: paid      2nd half: paid

2. Intentionally Deleted

3. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

4. FURNISH Final plat of survey acceptable to the Company. The right is reserved to make additional requirements or exceptions upon examination of said plat.

NOTE: The plat of survey furnished to satisfy the above requirements must be made by a Registered Land Surveyor, showing proper ties to locating monuments, location of the improvements on the premises, easements or rights-of-way, over or under the property, together with any encroachments or projections, fences or any other matters affecting the use and occupancy of the premises, and CERTIFICATION BY said Land Surveyor shall read as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and NSPS in 2016 and includes items 1, 6, 8 and 11 (and any other items which may be required by the proposed insured(s) herein) of Table A thereof. Pursuant to Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification the undersigned further certifies that surveyor to complete certificate with ONE of THREE appropriate phrases.

Upon furnishing of said plat, any matters disclosed by said plat will be added to Schedule B.

NOTE: Should Zoning coverage be requested, items 7a, 7b, and 7c of Table A, and the type and number of parking spaces must be included. (Item 9 of Table A)

5. Intentionally Deleted

6. FURNISH the following documentation with respect to Chapman McDowell, L.L.C., an Arizona limited liability company, a Limited Liability Company:

1. A copy of the Articles of Organization that has been endorsed "filed" with the Arizona Corporation Commission, and any Certificate of Correction, Certificate of Amendment or Reinstatement of Articles of Organization.
2. A copy of the Operating Agreement and any amendments thereto.
3. The names of all the members.

NOTE: The right is reserved to make additional requirements or exceptions upon examination of the documents submitted to satisfy this requirement.

7. FURNISH the following documentation with respect to JLB Realty, LLC, a Texas Limited Liability Company:

1. A copy of the Articles of Organization that has been endorsed "filed" with Texas Corporation Commission/Secretary of State and any Certificate of Correction, Certificate of Amendment or Reinstatement of Articles of Organization.
2. a copy of the Operating Agreement and any amendments thereto.
3. The names of all the members.

NOTE: The right is reserved to make additional requirements or exceptions upon examination of the documents submitted to satisfy this requirement.

8. We find no open Deeds of Trust of record. Please verify by inquiry of Escrow Personnel and/or Agents whether or not we have overlooked something and advise the Title Department accordingly prior to closing.

9. "The Company reserves the right to make additional exceptions and/or requirements upon examination of all matters submitted to fulfill the above requirements."

10. RECORD DEED FROM Chapman McDowell, L.L.C., an Arizona limited liability company to JLB Realty, L.L.C., a Texas limited liability company.

11. Record Deed(s) of Trust to be insured herein as set forth in Schedule B-Section 2.

Note: If this Company is to be the trustee on a newly created Deed of Trust, our name and address are as follows:

Old Republic Title Insurance Agency, Inc., an Arizona corporation  
2375 E. Camelback Road, Suite 180  
Phoenix, Arizona 85016

12. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.1.1.

13. Short Term Rate ("STR") does not apply.

14. NOTE: Arizona Revised Statute 11-480 was amended effective January 1, 1991. This new legislation mandates document size, print type and margin size of all documents being submitted for recording. Non-compliance may result in the County Recorder rejecting your documents.

The following is an excerpt from Arizona Revised Statute 11-480:

1. Each instrument shall have a caption.
2. Each instrument shall be no larger than eight and one-half inches in width and no longer than fourteen inches and shall have a print size no smaller than ten-point type.
3. Each instrument shall have at least one-half inch margin across the bottom and left and right sides from the top to the bottom. The first page shall have a top margin of at least two inches of vertical space from left to right and shall be reserved for recordation and return address information.

#### **NOTICE REGARDING RETURN OF RECORDED DOCUMENTS!**

EFFECTIVE AUGUST 17, 1998, the Maricopa County Recorder's Office will DESTROY any original document returned by the U.S. Post Office due to an incorrect or no return address. OLD REPUBLIC TITLE INSURANCE AGENCY, INC., an Arizona corporation, and OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, assume no liability for documents which are not prepared by the "Companies" as the same relates to the return address set forth therein. The return address should be set forth in the upper left corner of the first page of each document. If you have any further questions, please contact the Maricopa County Recorder at (602) 506-3535.

NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 36 months prior to the date hereof except as follows:

NONE

NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument  
Entitled : Special Warranty Deed  
By/From : L.B.N. & Associates, L.L.C., an Arizona limited liability company  
To : Chapman McDowell, L.L.C., an Arizona limited liability company  
Recorded : [March 13, 2000 in Maricopa County Records at Recorder's No. 00-187572](#)

## SCHEDULE B continued

- II. 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:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Excepting therefrom those reservations, exceptions and provisions contained in the Patent from the United States of America, as follows:

"SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and right to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also "Subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises herein granted as provided by law"; and "There is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States."

Recorded in [Book 150 of Deeds, page 88](#)

2. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation; and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.
3. Intentionally Deleted
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Rights of way for canals, laterals and ditches, including but not limited to Arizona Cross-Cut Canal.
6. Intentionally Deleted

7. Right of way map for Cross Cut Canal set forth in [Book 1246 of Maps, page 37](#).
  
8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
  
For : 1 foot vehicular non-access  
Recorded : [in Maricopa County Records at Recorder's No. 1986-589631](#)
  
9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
  
For : 10 foot alley  
Recorded : [in Maricopa County Records at Recorder's No. 1986-589632](#)
  
10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
  
For : 10 foot bike path  
Recorded : [in Maricopa County Records at Recorder's No. 1986-589634](#)
  
11. Intentionally Deleted
  
12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
  
For : 8 foot underground electric conduits  
Recorded : [in Maricopa County Records at Recorder's No. 1987-29233](#)
  
13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
  
For : 7 foot underground electrical conduits  
Recorded : [in Maricopa County Records at Recorder's No. 1988-373430](#)

And re-recorded [September 9, 1988 in Maricopa County Records at Recorder's No. 1988-448245](#).

14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

For : i8 foot gas line  
Recorded : [in Maricopa County Records at Recorder's No. 2010-0000093](#)

15. Intentionally Deleted

16. Intentionally Deleted

17. Matters as contained or referred to in an instrument,

Entitled : Resolution No. 8356  
Executed By : City of Scottsdale  
Recorded : [in Maricopa County Records at Recorder's No. 2010-549775](#)

18. Matters as contained or referred to in an instrument,

Entitled : Resolution FCD 2018R007  
Executed By : Flood Control District of Maricopa County  
Recorded : [in Maricopa County Records at Recorder's No. 2018-412708](#)

19. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Chapman Scottsdale Autoplex, L.L.C., an Arizona limited liability company  
Lessee : Chapman McDowell, L.L.C., an Arizona limited liability company  
Disclosed by : Subordination and Attornment Agreement  
Dated : July 14, 2000  
Recorded : [July 25, 2000 in Maricopa County Records at Recorder's No. 2000-562352](#)

20. Intentionally Deleted

21. 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.

22. Rights and claims of parties in possession.

23. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$ \_\_\_\_\_  
Trustor/Borrower : JLB Realty, L.L.C., a Texas limited liability company  
Trustee : \_\_\_\_\_  
Beneficiary/Lender : \_\_\_\_\_  
Dated : \_\_\_\_\_  
Recorded : \_\_\_\_\_  
  
Loan No. : \_\_\_\_\_  
"MIN" : \_\_\_\_\_  
Returned to : \_\_\_\_\_

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 and Stipulations.
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 Stipulations 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>. If a policy other than the 2006 ALTA Owner's Policy of Title Insurance, 2006 ALTA Loan Policy of Title Insurance or 2006 ALTA Short Form Residential Loan Policy is ultimately issued, the arbitration provisions of the issued policy shall control.

## LEGAL DESCRIPTION EXHIBIT

Lot 3, Farm Unit "J", Section 3, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the South 412 feet; and

Except that portion thereof described as follows:

Beginning at the North quarter corner of said Section 3;

Thence along the center line of Monte Vista Drive, coincident with the North-South mid-section line, South 01 degrees 22 minutes 20 seconds West, 920.24 feet;

Thence along the North line of Papago Parkway No. 7, a subdivision recorded in Book 81 of Maps, page 49, records of Maricopa County, Arizona, South 89 degrees 25 minutes 05 seconds West, 654.89 feet;

Thence along a line hereinafter referred to a Line "A", parallel with the center line of Monte Vista Drive, North 01 degree 22 minutes 20 seconds East, 934.18 feet;

Thence along the center line of McDowell Road, coincident with the North line of said Section, South 89 degrees 21 minutes 45 second East, 654.56 feet to the Point of Beginning.

Also Except the following described parcel:

Commencing at the north quarter corner of said Section 3, a brass cap in hand hole, from which the Northwest corner of said Section 3, a BLM brass cap, bears North 89 degrees 40 minutes 48 seconds West, a distance of 2614.98 feet;

Thence along the North line of the Northwest quarter of said Section 3, North 89 degrees 40 minutes 48 seconds West, a distance of 654.56 feet, to the aforementioned Line "A";

Thence leaving said North line, along said Line "A", South 01 degrees 03 minutes 53 seconds West, a distance of 792.02 feet to the Point of Beginning;

Thence continuing along said Line "A", South 01 degrees 03 minutes 53 seconds West, a distance of 93.58 feet;

Thence leaving said Line "A", North 88 degrees 56 minutes 07 seconds West, a distance of 18.00 feet;

Thence North 01 degrees 03 minutes 53 seconds East, a distance of 93.58 feet;

Thence South 88 degrees 56 minutes 07 seconds East, a distance of 18.00 feet to the Point of Beginning.

Exhibit I

**AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY OF TITLE INSURANCE - 2006  
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 Public Records that vests Title as shown in Schedule A.

**EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART ONE**

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.

Exhibit I

**AMERICAN LAND TITLE ASSOCIATION  
LOAN POLICY OF TITLE INSURANCE - 2006  
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).

**EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE**

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.



WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

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

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Old Republic Title doesn't jointly market.</li> </ul>

### Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

## EXHIBIT A

Lot 3, Farm Unit "J", Section 3, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the South 412 feet; and

Except that portion thereof described as follows:

Beginning at the North quarter corner of said Section 3;

Thence along the center line of Monte Vista Drive, coincident with the North-South mid-section line, South 01 degrees 22 minutes 20 seconds West, 920.24 feet;

Thence along the North line of Papago Parkway No. 7, a subdivision recorded in Book 81 of Maps, page 49, records of Maricopa County, Arizona, South 89 degrees 25 minutes 05 seconds West, 654.89 feet;

Thence along a line hereinafter referred to a Line "A", parallel with the center line of Monte Vista Drive, North 01 degree 22 minutes 20 seconds East, 934.18 feet;

Thence along the center line of McDowell Road, coincident with the North line of said Section, South 89 degrees 21 minutes 45 second East, 654.56 feet to the Point of Beginning.

Also Except the following described parcel:

Commencing at the north quarter corner of said Section 3, a brass cap in hand hole, from which the Northwest corner of said Section 3, a BLM brass cap, bears North 89 degrees 40 minutes 48 seconds West, a distance of 2614.98 feet;

Thence along the North line of the Northwest quarter of said Section 3, North 89 degrees 40 minutes 48 seconds West, a distance of 654.56 feet, to the aforementioned Line "A";

Thence leaving said North line, along said Line "A", South 01 degrees 03 minutes 53 seconds West, a distance of 792.02 feet to the Point of Beginning;

Thence continuing along said Line "A", South 01 degrees 03 minutes 53 seconds West, a distance of 93.58 feet;

Thence leaving said Line "A", North 88 degrees 56 minutes 07 seconds West, a distance of 18.00 feet;

Thence North 01 degrees 03 minutes 53 seconds East, a distance of 93.58 feet;

Thence South 88 degrees 56 minutes 07 seconds East, a distance of 18.00 feet to the Point of Beginning.



<b>+ OLD REPUBLIC TITLE, ORL, UGWE</b>	<b>MARICOPA, AZ</b>
02/09/2018 09:25AM TYZH	ORDER SEARCH RESULTS
ORDER: 4729011515	PAGE 1 OF 1
TOF: 99	COMMENT:

**SEARCH PARAMETERS**

PARCEL: 129-34-052A (PERMIT DATEDOWNS)

PARCEL: 129-34-052A 4			
<b>OWNER:</b>	CHAPMAN MCDOWELL L L C	<b>INSTRUMENT</b>	<b>REC DATE</b>
		2000	03/13/2000
		187572	
<b>SITUS:</b>	6601 E MCDOWELL RD SCOTTSDALE		
<b>MAIL:</b>	6601 E MCDOWELL RD SCOTTSDALE, AZ 85257		
<b>SECTION:</b>	3	TWP 1N	RNG 4E
<b>LEGAL:</b>	LOT 3 OR FARM UNIT J EX N 65F M/L & EX S 422F M/L & EX E 654.89F		

CURRENT TAXES						INFORMATION THROUGH 02/02/2018
	LAND	IMPR	EXEMPT	RATE	AREA	SPECIAL DISTRICTS
PRIMARY	1,338,272	0	0	6.3259	481400	30001
SECONDARY	642,816	999,450	0	2.5094		
<b>2017 TOTAL TAX BILLED</b>				<b>118,240.32</b>		
2017	TAX AMT	TAX DUE	INTEREST	DATE PAID	TOTAL DUE	
FIRST HALF	59,120.16	0.00	0.00	09/27/2017	0.00	
SECOND HALF	59,120.16	59,120.16	0.00		59,120.16	
<b>TOTAL CURRENT TAXES DUE 02/18</b>			59,120.16			
			03/18	59,120.16	<b>(ESTIMATED)</b>	

<b>BACK TAXES</b>	<b>INFORMATION THROUGH 02/02/2018</b>
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NO BACK TAXES

<b>ASSESSMENTS</b>
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NO ASSESSMENTS

<b>ADDITIONAL PROPERTY INFORMATION</b>
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STANDARD LAND USE: AUTO SALES

<b>CONDITIONS, DISCLAIMERS AND EXCLUSIONS</b>
<p>This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).</p> <p>Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.</p>

**END SEARCH**