

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

Request for Site Visits and/or Inspections

Development Application (Case Submittals)



This request concerns all property identified in the development application.

Pre-application No: 230 -PA- 2017

Project Name: SCOTTSDALE ELKS LODGE #2148

Project Address: 6398 E OAK ST SCOTTSDALE AZ 85257

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 owner's agent: DEBRA JO CLARK
Print Name

Debra Jo Clark
Signature

City Use Only:

Submittal Date: _____ Case number: _____

Planning and Development Services

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

Rev. 02/02/2015

3-UP-2018
1/29/18



Current Planning Services
Long Range Planning Services

NOTICE OF INSPECTION RIGHTS
A.R.S. § 9-833

You have the right to:

- Have the City staff member present a photo ID.
- Have the City staff member state the purpose for the planning inspection and legal authority to conduct it.
- Know the amount of inspection fees if applicable.
- An on-site representative may accompany the City staff member during the inspection except during confidential interviews and may:
 - Receive copies of any documents taken during the inspection.
 - Receive a split of any samples taken during the inspection.
 - Receive copies of any analysis of the samples taken when available.
- Be informed if statements are being recorded.
- Be given notice that any statements may be used in an inspection report.
- Be presented with a copy of your inspection rights.
- Be notified of the due process rights pertaining to an appeal

You are hereby notified and informed of the following:

- The inspection is conducted pursuant to the authority of A.R.S § 9-462.05. and/or Scottsdale Revised Code, Appendix B, Article I. Section 1.203.
- Any statements made by anyone interviewed during this inspection may be included in the inspection report.
- Information on appeal rights related to this inspection is found under Scottsdale Revised Code, Appendix B, Article I. Section 1.801.
- There is no inspection fee associated with this inspection.

I acknowledge I have been informed of my inspection rights. If I decline to sign this form, the inspector(s) may still proceed with the inspection.

If I have any questions, I may contact the City staff member, _____
at the following number _____.

Signature: Debra Jo Clark Date: 11-17-17

Printed Name: DEBRA JO CLARK


☐ Check box if signature refused

Copy of Bill of Rights left at: _____

A.R.S § 9-833. Inspections; applicability

- A. A municipal inspector or regulator who enters any premises of a regulated person for the purpose of conducting an inspection shall:
 - 1. Present photo identification on entry of the premises.
 - 2. On initiation of the inspection, state the purpose of the inspection and the legal authority for conducting the inspection.
 - 3. Disclose any applicable inspection fees.
 - 4. Except for a food and swimming pool inspection, afford an opportunity to have an authorized on-site representative of the regulated person accompany the municipal inspector or regulator on the premises, except during confidential interviews.
 - 5. Provide notice of the right to have:
 - (a) Copies of any original documents taken from the premises by the municipality during the inspection if the municipality is permitted by law to take original documents.
 - (b) A split or duplicate of any samples taken during the inspection if the split or duplicate of any samples, where appropriate, would not prohibit an analysis from being conducted or render an analysis inconclusive.
 - (c) Copies of any analysis performed on samples taken during the inspection.
 - 6. Inform each person whose conversation with the municipal inspector or regulator during the inspection is tape recorded that the conversation is being tape recorded.
 - 7. Inform each person interviewed during the inspection that statements made by the person may be included in the inspection report.
- B. On initiation of, or two working days before, an inspection of any premises of a regulated person, except for a food and swimming pool inspection that has up to one working day after an inspection, a municipal inspector or regulator shall provide the following in writing or electronically:
 - 1. The rights described in subsection A of this section.
 - 2. The name and telephone number of a municipal contact person available to answer questions regarding the inspection.
 - 3. The due process rights relating to an appeal of a final decision of a municipality based on the results of the inspection, including the name and telephone number of a person to contact within the municipality and any appropriate municipality, county or state government ombudsman.
- C. A municipal inspector or regulator shall obtain the signature of the regulated person or on-site representative of the regulated person on the writing prescribed in subsection B of this section indicating that the regulated person or on-site representative of the regulated person has read the writing prescribed in subsection B of this section and is notified of the regulated person's or on-site representative of the regulated person's inspection and due process rights. The municipality shall maintain a copy of this signature with the inspection report. Unless the regulated person at the time of the inspection is informed how the report can be located electronically, the municipality shall leave a copy with the regulated person or on-site representative of the regulated person. If a regulated person or on-site representative of the regulated person is not at the site or refuses to sign the writing prescribed in subsection B of this section, the municipal inspector or regulator shall note that fact on the writing prescribed in subsection B of this section.
- D. A municipality that conducts an inspection shall give a copy of, or provide electronic access to, the inspection report to the regulated person or on-site representative of the regulated person either:
 - 1. At the time of the inspection.
 - 2. Notwithstanding any other state law, within thirty working days after the inspection.
 - 3. As otherwise required by federal law.

- E. The inspection report shall contain deficiencies identified during an inspection. Unless otherwise provided by law, the municipality may provide the regulated person an opportunity to correct the deficiencies unless the municipality determines that the deficiencies are:
 - 1. Committed intentionally.
 - 2. Not correctable within a reasonable period of time as determined by the municipality.
 - 3. Evidence of a pattern of noncompliance.
 - 4. A risk to any person, the public health, safety or welfare or the environment.
- F. If the municipality allows the regulated person an opportunity to correct the deficiencies pursuant to subsection E of this section, the regulated person shall notify the municipality when the deficiencies have been corrected. Within thirty working days of receipt of notification from the regulated person that the deficiencies have been corrected, the municipality shall determine if the regulated person is in substantial compliance and notify the regulated person whether or not the regulated person is in substantial compliance, unless the determination is not possible due to conditions of normal operations at the premises. If the regulated person fails to correct the deficiencies or the municipality determines the deficiencies have not been corrected within a reasonable period of time, the municipality may take any enforcement action authorized by law for the deficiencies.
- G. A municipality's decision pursuant to subsection E or F of this section is not an appealable municipal action.
- H. At least once every month after the commencement of the inspection, a municipality shall provide the regulated person with an update, in writing or electronically, on the status of any municipal action resulting from an inspection of the regulated person. A municipality is not required to provide an update after the regulated person is notified that no municipal action will result from the municipality's inspection or after the completion of municipal action resulting from the municipality's inspection.
- I. This section does not authorize an inspection or any other act that is not otherwise authorized by law.
- J. This section applies only to inspections necessary for the issuance of a license or to determine compliance with licensure requirements. This section does not apply:
 - 1. To criminal investigations and undercover investigations that are generally or specifically authorized by law.
 - 2. If the municipal inspector or regulator has reasonable suspicion to believe that the regulated person may be or has been engaged in criminal activity.
 - 3. Inspections by a county board of health or a local health department pursuant to section 36-603.
- K. If a municipal inspector or regulator gathers evidence in violation of this section, the violation shall not be a basis to exclude the evidence in a civil or administrative proceeding, if the penalty sought is the denial, suspension or revocation of the regulated person's license or a civil penalty of more than one thousand dollars.
- L. Failure of a municipal employee to comply with this section:
 - 1. Constitutes cause for disciplinary action or dismissal pursuant to adopted municipal personnel policy.
 - 2. Shall be considered by the judge and administrative law judge as grounds for reduction of any fine or civil penalty.
- M. A municipality may adopt rules or ordinances to implement this section.
- N. This section:
 - 1. Shall not be used to exclude evidence in a criminal proceeding.
 - 2. Does not apply to a municipal inspection that is requested by the regulated person.

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|  First American Title™ | Commitment for Title Insurance ISSUED BY EQUITY TITLE AGENCY, INC. |
| Commitment | |

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

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

All liability and obligation under this Commitment shall cease and terminate 180 days 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.

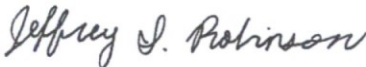
The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American 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.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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3-UP-2018
1/29/18

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/> >.



EQUITY
TITLE AGENCY, INC.

COMMITMENT FOR TITLE INSURANCE

Agent for: **First American Title Insurance Company**
SCHEDULE A

Order No.: **02441186-024-HK2**

Title Officer: Russell Carson

1. Effective Date: **1/10/18**
2. Policy or Policies to be issued:

| | Amount |
|-------------------|------------------------|
| a. None | \$0.00 |
| | Premium: \$0.00 |
| | Code: |
| Proposed Insured: | |
| | |
| b. None | \$0.00 |
| | Premium: \$0.00 |
| | Code: |
| Proposed Insured: | |
| | |
| c. None | \$0.00 |
| | Premium: \$0.00 |
| | Code: |
| Proposed Insured: | |
3. The estate or interest in the land described or referred to in this Commitment is
A Fee
4. Title to the estate or interest in the land is at the Effective Date vested in:
JIMMY JORDAN, TRUSTEE, of the William A. Cavalliere Educational Trust, dated January 1, 2008, a subtrust of the William A. Cavalliere Family Trust dated January 10, 2006 as amended, which became irrevocable on July 26, 2006
5. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.



*First American Title*TM

Commitment for Title Insurance


BY

First American Title Insurance Company

Schedule A (Continued)

Order No.: 02441186-024-HK2

By: *Russell J. Carson*
Authorized Countersignature

| | |
|--|---|
|  <i>First American Title™</i> | Commitment for Title Insurance |
| Exhibit A | BY First American Title Insurance Company |

Order No.: 02441186-024-HK2


LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of MARICOPA, State of Arizona, and is described as follows:

The West half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian,

EXCEPT the North 100 feet thereof.

APN: 129-24-002F

| | |
|--|--|
|  First American Title™ | Commitment for Title Insurance BY First American Title Insurance Company |
| Schedule BI | |

Order No.: 02441186-024-HK2

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
 2. Pay all premiums, fees and charges for the policy.
 3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
 4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
- NOTE:** a Homeowners policy is not available for commercial property
5. Record executed copy of Trust Certification for the William A. Cavalliere Educational Trust, dated January 1, 2008, a subtrust of the William A. Cavalliere Family Trust dated January 10, 2006 as amended, which became irrevocable on July 26, 2006.
 6. FURNISH NAME and marital status (if applicable) of the BUYER herein. The right is reserved to make additional Exceptions and/or Requirements upon being furnished same.
 7. RECORD ASSIGNMENT of Lease shown in Schedule B Part II as item number 8, from JIMMY JORDAN, TRUSTEE, of the William A. Cavalliere Educational Trust, dated January 1, 2008, a subtrust of the William A. Cavalliere Family Trust dated January 10, 2006 as amended, which became irrevocable on July 26, 2006 to the proposed insured.
 8. RECORD Deed from JIMMY JORDAN, TRUSTEE, of the William A. Cavalliere Educational Trust, dated January 1, 2008, a subtrust of the William A. Cavalliere Family Trust dated January 10, 2006 as amended, which became irrevocable on July 26, 2006 to the proposed insured.

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

NOTE: ARS 33-404 provides that any conveyance of real property by or to a Trustee, must disclose the names and addresses of the beneficiaries and the Trust under which said Trustee is acting.

TAX NOTE:

Year: 2017
 Parcel No.: 129-24-002F
 Total Tax: \$22,822.94

NOTE: 24 Month Chain of Title



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule BI (Continued)

Order No.: **02441186-024-HK2**

Title, as of the effective date of this commitment, is currently vested as shown in Schedule A, Item No. 3 per:

Special Warranty Deed, recorded February 12, 2008 in 2008-0120048 and rerecorded in 2008-0962788.

Other record conveyances within the last 24 months:

None

The subject property's address is purported to be:

6398 E OAK ST, , SCOTTSDALE, AZ 85257

ANY address information set forth herein has been obtained from sources such as the current record owner, The proposed insured named herein, recorded instruments, City Directories of Tax Records. This Company assumes no liability as to the validity and/or accuracy of any such address. This information is provided solely for the convenience of, and at the request of the proposed insured named herein.

Note: The ALTA Homeowner's Policy of Title Insurance (02-03-10) contains specific deductible amounts and specific liability maximums for Covered Risk numbers 16, 18, 19 and 21 of said policy. Please consult with your escrow or title officer if you have any questions regarding these provisions.

Note: The names of the proposed buyer(s) in this transaction has (have) not been searched in the public records. This report/commitment does not address matters, such as proceedings, liens, or decrees, which do not specifically describe said land, but may affect the title or impose liens or encumbrances against said land. Any loan policy issued pursuant to the terms hereof, that insures the lien of a mortgage securing a purchase money obligation on residential real property, will insure that such matters, if any, are subordinate to the lien of said insured mortgage.

Note: In order to comply with Arizona House Bill 2074, effective August 22, 2002, all funds deposited into an escrow account must be available for withdrawal prior to disbursement. It is the responsibility of all depositors in this transaction to make deposits in time and in a manner so that funds are available prior to recordation and disbursement.

Most forms of deposits require a "hold period" prior to funds being available. All parties are advised that this transaction will not record nor funds be disbursed until sufficient funds are available for withdrawal in the escrow bank account. For further information refer to " UNDERSTANDING ARIZONA'S GOOD FUNDS REQUIREMENTS" handout available from your escrow officer.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not apply with the following:

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

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313):

We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, escrow, etc. We do not disclose any nonpublic personal



First American Title™

Commitment for Title Insurance

BY


First American Title Insurance Company

Schedule BI (Continued)

Order No.: 02441186-024-HK2

information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Escrow Agent hereby adopts the Policy Statement as set forth by First American Title Insurance Company.

End of Schedule BI

| | | |
|---|------------------------------|---|
|  | First American Title™ | Commitment for Title Insurance |
| | | BY First American Title Insurance Company |
| Schedule BII | | |

Order No.: 02441186-024-HK2

EXCEPTIONS

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:

1. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
2. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
3. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
4. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power District and Agricultural Improvement Districts.
5. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2nd half 2017
6. An easement for electric lines and poles and incidental purposes recorded in Docket 3946, Page 501.
7. An easement for electric lines and poles and incidental purposes recorded in Docket 3946, Page 502.
8. LEASE under the terms and conditions contained therein made by:

| | |
|----------|--|
| Lessor | William A. Cavalliere, a divorced man |
| Lessee | Scottsdale Lodge #2148 Benevolent and Protective Orders of Elks of the United States of America, Inc., an Arizona non-profit corporation |
| Dated | September 15, 1970 |
| Term | until October 14, 2060 |
| Recorded | February 2, 1971 |
| Docket | 8516 |
| Page | 576 |

LESSORS INTEREST was assigned by mesne assignments of record to JIMMY JORDAN, TRUSTEE, of the William A. Cavalliere Educational Trust, dated January 1, 2008, a subtrust of the William A. Cavalliere Family Trust dated January 10, 2006 as amended, which became irrevocable on July 26, 2006.

9. An easement for underground utility and incidental purposes recorded in Docket 8761, Page 966.



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule BII (Continued)

Order No.: **02441186-024-HK2**

10. ANY ACTION that may be taken by Flood Control District named below to acquire property or rights of way for flood control as disclosed by instrument:

Recorded in Document No. 1998-008424
District Maricopa County

11. Terms, conditions and easements contained in that certain Reciprocal Easement Agreement, recorded in Document No. 2000-996207.

End of Schedule BII



First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Property Tax Information Sheet

Tax ID#: 129-24-002F

Taxing Authority:

Maricopa County Treasurer's Office
301 West Jefferson, Suite 100
Phoenix, AZ 85003
Phone: (602) 506-8511

Current Tax Year: 2017

Annual Tax Amt: \$22,822.94

First Installment: \$11,411.47 paid

Due Date: October 1 and Delinquent November 1 after 5 PM


Second Installment: \$11,441.47

Due Date: March 1 and Delinquent May 1 after 5 PM

THE ABOVE TAXES MAY INCLUDE AMOUNTS FOR SPECIAL ASSESSMENT DISTRICTS WHICH HAVE REQUESTED THE COUNTY TAX COLLECTOR TO COLLECT WITH THE COUNTY TAXES AND ARE NOT SPECIFIC SET OUT HEREIN.

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|  First American Title™ | Commitment for Title Insurance ISSUED BY EQUITY TITLE AGENCY, INC. |
| Commitment | |

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

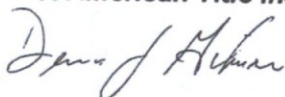
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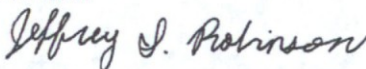
The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American 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.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)
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3-UP-2018
1/29/18

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/> >.



EQUITY
TITLE AGENCY, INC.

COMMITMENT FOR TITLE INSURANCE

Agent for: **First American Title Insurance Company**

SCHEDULE A

Order No.: **02441186-024-HK2**

Title Officer: Russell Carson

1. Effective Date: **1/10/18**
2. Policy or Policies to be issued:

| | Amount |
|-------------------|---|
| a. None | |
| Proposed Insured: | \$0.00 Premium: \$0.00 Code: |
| b. None | |
| Proposed Insured: | \$0.00 Premium: \$0.00 Code: |
| c. None | |
| Proposed Insured: | \$0.00 Premium: \$0.00 Code: |
3. The estate or interest in the land described or referred to in this Commitment is
A Fee
4. Title to the estate or interest in the land is at the Effective Date vested in:
JIMMY JORDAN, TRUSTEE, of the William A. Cavalliere Educational Trust, dated January 1, 2008, a subtrust of the William A. Cavalliere Family Trust dated January 10, 2006 as amended, which became irrevocable on July 26, 2006
5. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.



First American Title™

Commitment for Title Insurance

BY


First American Title Insurance Company

Schedule A (Continued)

Order No.: 02441186-024-HK2

By: *Quell 2 Carson*

Authorized Countersignature

| | |
|---|--|
|  <div><i>First American Title™</i></div> | Commitment for Title Insurance BY First American Title Insurance Company |
| Exhibit A | |

Order No.: 02441186-024-HK2


LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of MARICOPA, State of Arizona, and is described as follows:

The West half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian,

EXCEPT the North 100 feet thereof.

APN: 129-24-002F

| | |
|--|--|
|  First American Title™ | Commitment for Title Insurance BY First American Title Insurance Company |
| Schedule BI | |

Order No.: 02441186-024-HK2

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

NOTE: a Homeowners policy is not available for commercial property

5. Record executed copy of Trust Certification for the William A. Cavalliere Educational Trust, dated January 1, 2008, a subtrust of the William A. Cavalliere Family Trust dated January 10, 2006 as amended, which became irrevocable on July 26, 2006.
6. FURNISH NAME and marital status (if applicable) of the BUYER herein. The right is reserved to make additional Exceptions and/or Requirements upon being furnished same.
7. RECORD ASSIGNMENT of Lease shown in Schedule B Part II as item number 8, from JIMMY JORDAN, TRUSTEE, of the William A. Cavalliere Educational Trust, dated January 1, 2008, a subtrust of the William A. Cavalliere Family Trust dated January 10, 2006 as amended, which became irrevocable on July 26, 2006 to the proposed insured.
8. RECORD Deed from JIMMY JORDAN, TRUSTEE, of the William A. Cavalliere Educational Trust, dated January 1, 2008, a subtrust of the William A. Cavalliere Family Trust dated January 10, 2006 as amended, which became irrevocable on July 26, 2006 to the proposed insured.

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

NOTE: ARS 33-404 provides that any conveyance of real property by or to a Trustee, must disclose the names and addresses of the beneficiaries and the Trust under which said Trustee is acting.

TAX NOTE:

Year: 2017
 Parcel No.: 129-24-002F
 Total Tax: \$22,822.94

NOTE: 24 Month Chain of Title



*First American Title*TM

Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule BI (Continued)

Order No.: **02441186-024-HK2**

Title, as of the effective date of this commitment, is currently vested as shown in Schedule A, Item No. 3 per:

Special Warranty Deed, recorded February 12, 2008 in 2008-0120048 and rerecorded in 2008-0962788.

Other record conveyances within the last 24 months:

None

The subject property's address is purported to be:

6398 E OAK ST, , SCOTTSDALE, AZ 85257

ANY address information set forth herein has been obtained from sources such as the current record owner, The proposed insured named herein, recorded instruments, City Directories of Tax Records. This Company assumes no liability as to the validity and/or accuracy of any such address. This information is provided solely for the convenience of, and at the request of the proposed insured named herein.

Note: The ALTA Homeowner's Policy of Title Insurance (02-03-10) contains specific deductible amounts and specific liability maximums for Covered Risk numbers 16, 18, 19 and 21 of said policy. Please consult with your escrow or title officer if you have any questions regarding these provisions.

Note: The names of the proposed buyer(s) in this transaction has (have) not been searched in the public records. This report/commitment does not address matters, such as proceedings, liens, or decrees, which do not specifically describe said land, but may affect the title or impose liens or encumbrances against said land. Any loan policy issued pursuant to the terms hereof, that insures the lien of a mortgage securing a purchase money obligation on residential real property, will insure that such matters, if any, are subordinate to the lien of said insured mortgage.

Note: In order to comply with Arizona House Bill 2074, effective August 22, 2002, all funds deposited into an escrow account must be available for withdrawal prior to disbursement. It is the responsibility of all depositors in this transaction to make deposits in time and in a manner so that funds are available prior to recordation and disbursement.

Most forms of deposits require a "hold period" prior to funds being available. All parties are advised that this transaction will not record nor funds be disbursed until sufficient funds are available for withdrawal in the escrow bank account. For further information refer to " UNDERSTANDING ARIZONA'S GOOD FUNDS REQUIREMENTS" handout available from your escrow officer.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not apply with the following:

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

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313):

We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, escrow, etc. We do not disclose any nonpublic personal



First American Title™

Commitment for Title Insurance

BY


First American Title Insurance Company

Schedule BI (Continued)

Order No.: 02441186-024-HK2

information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Escrow Agent hereby adopts the Policy Statement as set forth by First American Title Insurance Company.

End of Schedule BI

| | | |
|---|------------------------------|---|
|  | First American Title™ | Commitment for Title Insurance |
| | | BY First American Title Insurance Company |
| Schedule BII | | |

Order No.: 02441186-024-HK2

EXCEPTIONS

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:

1. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
2. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
3. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
4. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power District and Agricultural Improvement Districts.
5. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2nd half 2017
6. An easement for electric lines and poles and incidental purposes recorded in Docket 3946, Page 501.
7. An easement for electric lines and poles and incidental purposes recorded in Docket 3946, Page 502.
8. LEASE under the terms and conditions contained therein made by:

| | |
|----------|--|
| Lessor | William A. Cavalliere, a divorced man |
| Lessee | Scottsdale Lodge #2148 Benevolent and Protective Orders of Elks of the United States of America, Inc., an Arizona non-profit corporation |
| Dated | September 15, 1970 |
| Term | until October 14, 2060 |
| Recorded | February 2, 1971 |
| Docket | 8516 |
| Page | 576 |

LESSORS INTEREST was assigned by mesne assignments of record to JIMMY JORDAN, TRUSTEE, of the William A. Cavalliere Educational Trust, dated January 1, 2008, a subtrust of the William A. Cavalliere Family Trust dated January 10, 2006 as amended, which became irrevocable on July 26, 2006.

9. An easement for underground utility and incidental purposes recorded in Docket 8761, Page 966.



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule BII (Continued)

Order No.: **02441186-024-HK2**

10. ANY ACTION that may be taken by Flood Control District named below to acquire property or rights of way for flood control as disclosed by instrument:

Recorded in Document No. 1998-008424
District Maricopa County

11. Terms, conditions and easements contained in that certain Reciprocal Easement Agreement, recorded in Document No. 2000-996207.

End of Schedule BII



First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Property Tax Information Sheet

Tax ID#: 129-24-002F

Taxing Authority:

Maricopa County Treasurer's Office
301 West Jefferson, Suite 100
Phoenix, AZ 85003
Phone: (602) 506-8511

Current Tax Year: 2017

Annual Tax Amt: \$22,822.94

First Installment: \$11,411.47 paid

Due Date: October 1 and Delinquent November 1 after 5 PM

Second Installment: \$11,441.47

Due Date: March 1 and Delinquent May 1 after 5 PM

THE ABOVE TAXES MAY INCLUDE AMOUNTS FOR SPECIAL ASSESSMENT DISTRICTS WHICH HAVE REQUESTED THE COUNTY TAX COLLECTOR TO COLLECT WITH THE COUNTY TAXES AND ARE NOT SPECIFIC SET OUT HEREIN.

.....

.....

Appeals of Dedication, Exactions, or Zoning Regulations



Rights of Property Owner

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

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

Appeal Procedure

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

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

For questions, you may contact:

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

Address your appeal to:
Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd
Scottsdale, AZ 85251

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

Planning and Development Services

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

3-UP-2018
1/29/18

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:

AS DESIGNATED IN OUR LEASE - SCOTTSDALE ELKS 2148 6378 E OAK ST
(address where development approval, building permits, or city required improvements and dedications are
being required) SCOTTSDALE AZ 85257

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.

Dakota J. Clark
Signature of Property Owner

11-17-17
Date

20828

LEASE

THIS INDENTURE made and entered into in triplicate this 15th day of September, 1970, between WILLIAM A. CAVALLIERE, a divorced man, herein called "Landlord", and SCOTTSDALE LODGE #2148 BENEVOLENT AND PROTECTIVE ORDERS OF ELKS OF THE UNITED STATES OF AMERICA, INC., an Arizona non-profit corporation, herein called "Tenant":

W I T N E S S E T H:

That for and in consideration of the mutual agreements and covenants herein contained and for and in consideration of other valuable considerations, receipt of which is hereby acknowledged by each party hereto, Landlord has and does hereby demise and lease unto Tenant the following described premises:

The West 351.19 feet of the East 1/2 of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 33, T2N, R4E of the Gila and Salt River Base and Meridian, except the North 100' thereof, all situate in the County of Maricopa, State of Arizona,

SUBJECT TO the right of Landlord to grant an easement for utilities over and under (and to dedicate for public right of way) the South 40 feet thereof,

to have and to hold the above-described premises unto the Tenant for the period commencing on the 15th day of March, 1970, and ending on the 14th day of October, 2060.

(See Page 7 hereof for Tenant's waiver of claim to the balance of the above described parcel except for the West 351.19 feet thereof).

Tenant hereby covenants and agrees to pay to Landlord at Scottsdale, Arizona, as rent for the aforesaid

premises the following amounts of money, all in lawful money of the United States of America:

For the period commencing March 15, 1970, and ending October 14, 1972, the sum of THREE HUNDRED TEN DOLLARS (\$310.00), per month, payable on the 15th day of each month, commencing March 15, 1970.

For the period commencing October 15, 1972, and ending October 14, 1975, the sum of THREE HUNDRED FORTY DOLLARS (\$340.00), per month, payable on the 15th day of each month, commencing October 15, 1972.

For the period commencing October 15, 1975, and ending October 14, 1978, the sum of THREE HUNDRED SEVENTY DOLLARS (\$370.00), per month, payable on the 15th day of each month commencing October 15, 1975.


For the period commencing October 15, 1978, and ending October 14, 1981, the sum of FOUR HUNDRED DOLLARS (\$400.00), per month, payable on the 15th day of each month, commencing October 15, 1978.

As of October 15, 1981 and as of the 15th day of October of every third year thereafter during the term of this lease, rental shall be adjusted upward or downward (but in no event below \$400.00 per month) in an amount proportionate to the increase or decrease, if any, in the cost of living from the beginning to the end of the preceding three lease years determined by reference to the "Revised Consumer's Price Index - Cities (1957 - 1959 equals 100)" published by the Bureau of Labor Statistics of the United States Department of Labor under the heading "All Items", for Los Angeles, California, or by reference to an equivalent index established hereafter during the term of this lease by agencies of the United States Government to furnish like data.

In addition to the rental hereinbefore provided to be paid, Tenant further covenants and agrees to bear, pay and discharge all taxes, assessments and levies lawfully imposed upon said premises, including all buildings and/or improvements thereon and any sales or privilege tax levied on the rental hereunder, provided, however, that Tenant shall not be required to pay net income taxes or any inheritance or - that may at any time during the term of this

Lease be required to be paid by Landlord upon any gift, devise, deed, mortgage, descent or other alienation of all or any part of said leased premises and property or rental received therefrom, and Landlord agrees to pay the installments on the existing paving assessment, and Tenant agrees to pay the taxes for the entire year 1970, on the leased premises and as a further condition of the lease Tenant agrees to pay Landlord the sum of \$4,700.00 plus interest at the rate of 7% per annum from September 15, 1970 in installments of \$100.00 or more on or before the 15th day of each month beginning September 15, 1970.


As a further condition of the lease, before or at such time as Landlord's property is improved, Tenant agrees to disconnect its sewage system from the existing sewer pipe running under the property of Landlord to the East of the Leased Premises, and Tenant thereafter waives any right to use the said existing sewer pipe under Landlord's property and agrees that if Tenant does not so disconnect from said sewage pipe under Landlord's property, Landlord may enter the premises and do so, and, at Landlord's option reconnect Tenant to a public sewer pipe all at Tenant's expense, payment of which expense shall then become a condition of this lease.

 Tenant shall have the right from time to time throughout the period of this Lease to improve, alter, repair, revamp or otherwise change any existing structure or improvement and to construct, build or cause to be placed upon the leased premises any and all kinds of buildings, improvements, structures, landscaping or other alterations of whatsoever nature as shall be from time to

time permitted by law, but Tenant has no duty so to do and notice is hereby given that Tenant in so doing is not acting for the Landlord in any manner and that any such action of Tenant shall be at the sole credit of Tenant and Tenant's interest under this Lease.

Tenant covenants with Landlord that it will keep the premises and all improvements thereon in safe and sanitary condition and not commit or suffer violation of law and will save Landlord harmless from damages imposed for violation of any law or conduct of Tenant. It is further covenanted and agreed that in the event any improvements or buildings upon said premises be destroyed by fire or other casualty, this Lease shall not be thereby terminated, any laws to the contrary notwithstanding.

It is further agreed that Landlord has not made any warranty as to the value or condition of the leased premises and, in fact, said Landlord has made no warranty whatsoever with respect to said leased premises except that Landlord has warranted and does hereby warrant that he is the owner of the leased premises in fee simple.

 Tenant may sublet, assign, transfer, encumber or otherwise alienate all or any portion of its rights in and to said leased premises at any time or from time to time during the period of this Lease without the prior consent of Landlord; but not until after notifying Landlord in writing of the person or entity to receive an interest in Tenant's interest under this Lease, and Tenant shall not thereby be relieved of Tenant's obligations under this Lease, and no transfer shall be effective as to Landlord

For and in consideration of this Lease and the covenants and agreements of Tenant herein contained, but only at such time as Tenant shall not be in default under the terms hereof, and provided the balance of \$4,700.00 plus interest described on page 3 has been paid in full, and Tenant has been disconnected from use of a sewer line under Landlord's property and has paid for any cost thereof (including reconnection cost), Landlord grants unto Tenant an option to purchase the fee of the aforesaid premises at any time within the period commencing October 15, 1975, and ending October 14, 2060, upon the following conditions and for the purchase price determined as follows: Said option shall be exercised by Tenant giving written notice to Landlord by mail, or otherwise, of its intention to exercise said option, and the purchase price shall be the fair market value of the leased premises (excluding any improvements placed thereon by Tenant or any improvements thereon at the commencement of this Lease and excluding any factor whereby the value would be deemed reduced as a result of the rental or any other term of this Lease but including any factor whereby the value would be deemed increased as a result of the rental or any other term of this Lease) as of the date of notice of exercise of option as determined and agreed upon by Landlord and Tenant, or should Landlord and Tenant be unable to agree, then as determined by two of three disinterested appraisers who are members of the American Institute of Real Estate Appraisers or a successor organization thereto. The three appraisers shall be appointed as follows: One by Landlord, one by Tenant and the third selected by the first two.

Tenant shall pay said purchase price as so deter-

in money of the United States of

America within sixty days from date Tenant receives written notice of the amount of said purchase price as do determined. Rental and all other obligations under this Lease shall not abate in any event until payment of the purchase price in full, and the failure to complete the exercise of this option to purchase once notice of the same has been given shall be deemed a breach of a covenant or condition of this Lease.

Tenant agrees to indemnify and save Landlord harmless from any and all liability and expense by reason of any property damages, personal injuries or death of any person or persons in or upon said leased premises and to keep liability insurance coverage in usual form in the sum of not less than \$100,000.00 for personal injuries to any one person, up to not less than \$1,000,000.00 total for any accident and \$50,000.00 property damage with additional coverage proportionate to increases in the cost of living as provided elsewhere in this Lease, and to have Landlord as a named insured thereon, and to furnish Landlord with a certificate of the insurer of such coverage providing for notice to Landlord by the insurer of cancellation or non-renewable coverage.

Tenant covenants and agrees that it will save Landlord forever harmless from any claims, penalties, fines and levies, including but not limited to those arising from claims of mechanics' liens, improvements, assessments and damages.

If Tenant shall fail to keep and perform any covenant, condition or agreement on its part to be performed and such default shall continue to exist for a period of sixty days, then, and in such case, Landlord may serve upon Tenant

by mail, postage prepaid, written notice of such default; and, if such default shall then continue without being wholly remedied for an additional period of thirty days after the service of such notice, then it is and may be lawful for Landlord to declare said demised term ended and to re-enter and repossess the said demised premises, either with or without process of law, and Tenant does in such event waive any demand for possession of said demised premises, and Tenant covenants and agrees upon the termination of said demised term at the election of said Landlord, or in any other way, to surrender and deliver up said premises peaceably to Landlord immediately upon the termination of said demised term.

It is hereby covenanted and agreed between the parties hereto that this Lease and Agreement replaces and terminates all other previous leases and agreements between the parties which are hereby declared to be null and void and Tenant, its successors and assigns, hereby waive any claims with respect to any other property of Landlord's other than the Leased Premises and particularly as to Landlord, waiving any claim to the East 1/2, South 1/2, Southeast 1/4, Northeast 1/4, Section 33, T2N, R4E except for the Leased Premises, and all covenants, conditions, agreements and undertakings in this Lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed and the same shall be construed as covenants running with the land. Also

that the terms "Landlord" and "Tenant" shall be construed in the singular or plural number according as they respectively represent one or more than one person.

IN WITNESS WHEREOF, the parties hereto have each hereunto set their hand and caused this instrument to be executed on the day and year first above written.

LANDLORD

WILLIAM A. CAVALLIERE

William A. Cavalliere

TENANT

SCOTTSDALE LODGE #2148 BENEVOLENT AND PROTECTIVE ORDERS OF ELKS OF THE UNITED STATES OF AMERICA, INC.

By H. W. Burke President

ATTEST:

By [Signature] Secretary

STATE OF ARIZONA }
County of Maricopa } ss.

Before me the undersigned Notary Public this 1st day of January, 1970, personally appeared WILLIAM A. CAVALLIERE and acknowledged to me that he executed the foregoing instrument for the purposes therein contained.

Philip W. Messinger
Notary Public

My commission expires:

Nov. 22, 1973

STATE OF ARIZONA }
County of Maricopa } ss.

Before me the undersigned Notary Public personally appeared C.B. MOORE and

THOMAS W. BUCKMAN, known to me or satisfactorily proved to be the President and Secretary, respectively, of SCOTTSDALE LODGE #2148 BENEVOLENT AND PROTECTIVE ORDERS OF ELKS OF THE UNITED STATES OF AMERICA, INC., an Arizona non-profit corporation, and acknowledged to me that they executed said instrument as such officers for and on behalf of said corporation being authorized so to do, and for the purposes therein contained.

WITNESS my hand this 21st day of December, 1970.

Wanda Krutson
Notary Public

My commission expires:
My Commission Expires April 21, 1974



STATE OF ARIZONA } ss
County of Maricopa }

I hereby certify that the within instrument was filed and recorded at request of Carson Mossinger, Public Administrator & Co.

FEB 2 '71-425

In Docket 8516
or 576-584

With my hand and official seal this day and year signed.

Paul A. Munson

County Recorder

By Cheryl D. Smith
Deputy Recorder

200

14-0 H. Banks 13.00
25-0 H. Banks 13.00
20-0 H. Banks 13.00



Subject: Elks Lodge

From: ddiaz@scottsdaleaz.gov

To: bpoescottsdale@yahoo.com

Date: Wednesday, September 27, 2017, 1:23:17 PM MST

Fyi-

David,

We might be able to issue a temporary construction yard staff approval if that's what's happening out there tied to some active project in the area? We don't typically do that for residentially zoned parcels, but this one seems to be located where that might not be any more impactful to the surrounding area than what they are already doing on site. If they come in, we'll probably direct them to submit a pre-app identifying location within the property and length of time for the temporary use.

Planning dept.



Subject: RE: Scottsdale Elks Lodge Pre-app number 230-PA2017 new phase to old project number 59-UP-1986

From: JBarnes@Scottsdaleaz.gov

To: bpoescottsdale@yahoo.com

Cc: ddiaz@scottsdaleaz.gov

Date: Thursday, September 28, 2017, 2:40:13 PM MST

Debra,

The typical process for seeking approval of a temporary construction yard would begin with a pre-application submittal (<http://www.scottsdaleaz.gov/Assets/ScottsdaleAZ/Building/PARrequest.pdf>).

The information we would like to see included would be:

- A narrative outlining the length of time they will be occupying the site and the association to a nearby project
- A site plan or aerial map identifying the portion of the property they are occupying and the location of any permanent or temporary fencing that would serve as screening for the "yard"
- Authorization from the property owner for them to be there for the specified time frame.

If you are going to send a representative from the slurry company to submit for that approval, please relay this information to them.

Thanks,

Jeff

From: Diaz, David
Sent: Thursday, September 28, 2017 12:16 PM

9/28/2017

To: 'BPOE Scottsdale'; Barnes, Jeff
Subject: RE: Scottsdale Elks Lodge Pre-app number 230-PA2017 new phase to old project number 59-UP-1986

Thanks Debra- Jeff Barnes informed me that you should be able to get it approved within 7-10 days. I will extend this case as long as you work with planning to approve the contractors (slurry company) that are currently on the property.

David

From: BPOE Scottsdale [mailto:bpoescottsdale@yahoo.com]
Sent: Wednesday, September 27, 2017 7:56 PM
To: Barnes, Jeff
Cc: Diaz, David
Subject: Scottsdale Elks Lodge Pre-app number 230-PA2017 new phase to old project number 59-UP-1986

Mr. Barnes,

This is in follow up to my voice mail earlier today. The Slurry company will be on our property until October 13th (maybe not that long) depends on job they are performing for the city. They usually only stay 4-6 days 3 times a year but I guess they received a bigger job from the city than usual. We have allowed them to stage on our property for quite a few years as the location is convenient to their work area. They do water the lot a couple of times a day. I understand that there is a larger amount of materials and vehicles due to the larger contract with the city and length of expected work. They are laying "millings" down also to control the dust. I did have a couple of members of the Lodge let me know that there was an extreme amount of dust this morning and I am sure that was due to the number of vehicles staging out.

We have letters out to both the Charter bus company and the member with the vehicles in the back lot to remove them and I am waiting for the list of mail recipients from Flyers Direct, who is was my misfortune to have done business with, as they can't seem to follow through with anything. I have the signed town hall participant letters, so I will be ready to schedule a pre app hearing with in the next two weeks. My only workable days are Monday and Friday so if that is possible to work with after Oct 2, 2017 I would greatly appreciate it.

Can we work something to let the slurry company stay? Do I need to come in to allow this?

I know we are in quite the "fishbowl" at this time but I believe I have just about got my checklist completed to bring to you for review.

9/28/2011

Respectfully,

Debra clark

Lodge Secretary

September 27, 2017



Code Enforcement

COMPLIANCE NOTICE

SCOTTSDALE ELKS LODGE C/O TERRY YOUNG
6398 E OAK ST
SCOTTSDALE, AZ 85257

RE: Case# 282286 - 6398 E OAK ST, SCOTTSDALE, AZ 85257 (APN: 129-24-002F)

This notice to comply is to inform you that on Wednesday, September 27, 2017, the property listed above was inspected and found to be in violation of the City of Scottsdale codes or Arizona Revised Statutes as listed on the attached pages. A re-inspection will be conducted on or after Friday, September 29, 2017 to verify compliance. If the property is brought into compliance with the Code prior to the scheduled re-inspection date listed above, you will not be subject to citations or fines for the violation(s). This letter serves as a legal notice of violation (s) of the following subsection(s) of the Property Maintenance Ordinance - Chapter 18, Zoning Ordinance of the Scottsdale City Code or Arizona Revised Statutes.

We appreciate your cooperation in this matter. If for any reason you have difficulty complying with the noted corrective actions listed on the attached page or need further information, please contact us by using any of the following methods below:

| | |
|-----------------------------|---|
| Call Code Inspector: | David Diaz-reach directly at 480-312-8557(Office hours vary) |
| Email Us: | Code@ScottsdaleAZ.gov |
| Write Us: | 2935 N. 67th Place, Scottsdale, AZ 85251 |
| Call Us: | Mon-Fri 8 AM - 5 PM at (480) 312-2546 or Fax (480) 312-2455 |
| Web Address: | http://www.ScottsdaleAZ.gov/codes/code-enforcement |

Please Note: Scottsdale Code Inspectors work varied hours and days each week at different locations other than our main address. You are encouraged to call us before visiting our office.

For TTY users, have operator at the AZ Relay Services (711) call our number. This information is available in alternate format upon request. Thank you.

VIOLATION DETAIL(S)

Please be advised that an investigation has shown that this property is in violation of the City Nuisance and Property Maintenance Ordinance or City Code in the following area(s):

Correct all violation(s) by: Friday, September 29, 2017

Violation Code: 5.1003(A)(R-5) - Multiple-Family Residential District

Violation Description:

You are maintaining a use in a residential zoned district that is not permitted. The City's zoning ordinance allows certain permitted uses for land, according to its zoning district.

Corrective Action:

Cease all construction work and staging taking place at this property immediately, or contact the planning department to seek approvals (480-312-2500). A civil citation will be issued if the construction equipment and material are not removed within the 48 hour deadline.

Applicable in instances of non-compliance

Civil and Criminal Penalties: Persistent or uncorrected violations may result in fines of up to \$2,500 for each day a violation is found, six (6) months in jail, probation, or any combination thereof. Property Maintenance Ordinance violations that are not corrected may be abated by a City hired contractor with an assessment against the property for the costs incurred. Recidivists (repeat offenders) may receive only ONE official Notice of Ordinance Violation.