



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



# COMMITMENT FOR TITLE INSURANCE

Issued by

**Chicago Title Insurance Company**

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Chicago Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned:

By: Natalie Bombardieri  
Authorized Signature



By: Randy Quirk  
Randy Quirk, President  
Attest: Michael Gravelle  
Michael Gravelle, Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data for reference only:**

Issuing Agent: **Chicago Title Agency, Inc.**  
 Issuing Office: 6710 N. Scottsdale Road, Suite 100, Scottsdale, AZ 85253  
 Escrow Officer: Maida Klein  
 Title Officer: Sonja Liechty  
 ALTA® Universal ID:  
 Loan ID Number:  
 Reference Number.:  
 Issuing Office File Number: C1902441-349-MK1-LS  
 Property Address: 9845 E. Cactus Road, Scottsdale, AZ 85260  
 Revision Number: Amendment No. 01, Amendment Date: June 17, 2019

**SCHEDULE A****AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **June 10, 2019 at 7:30 a.m.**
2. Policy to be issued:
  - (a) **ALTA Standard Owners Policy (6-16-06)**  
 Proposed Insured: **City of Scottsdale**  
 Proposed Policy Amount: **\$5,000.00**
  - (b) **None**  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00**
  - (c) **None**  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
**Fee Simple**
4. Title to the **Fee** estate or interest in the Land is at the Commitment Date vested in:  
**Stephen Anderson and Veronica Anderson, husband and wife as community property with right of survivorship**
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

Countersigned:

By: Natalie Bombardieri  
 Authorized Signature



By: Randy Quirk  
 Randy Quirk, President  
 Attest: Michael Gravelle  
 Michael Gravelle, Secretary

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## EXHIBIT A

### LEGAL DESCRIPTION

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

Lot 1, Bellissima Farms MLD, according to [Book 1282 of Maps, Page 12](#), records of Maricopa County, Arizona.

APN: 217-26-984

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## SCHEDULE B

### PART I – REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Recordation of a certified copy of the Ordinance of the City of Scottsdale authorizing the execution and delivery of all instruments necessary to consummate this transaction.
7. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s):                      Stephen Anderson

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

8. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	Autovest, LLC
Defendant:	Veronica Lynn Anderson
Principal Amount:	\$10,913.31
Recording Date:	December 31, 2013
Recording No.:	<u>2013-1098118</u>

9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

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

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).

11. Furnish for recordation a deed as set forth below:

Type of deed:                      Warranty Deed  
Grantor(s):                         Stephen Anderson and Veronica Anderson, husband and wife  
Grantee(s):                         City of Scottsdale

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

The Land described in this commitment DOES NOT qualify for the issuance of the 1987 ALTA Residential Title Insurance Policy or the ALTA Homeowner's 1-4 Family Residence (1-1-08) Policy. The ALTA Owner's Policy (06-17-06) Standard Coverage will be issued insuring the buyer named in Schedule A hereof.

**Tax Note:**

Year:                                      2018  
Tax Parcel No.:                      217-26-984  
Total Tax:                                \$12,030.34  
1st Installment:                        \$PAID  
2nd Installment:                        \$PAID

The Company is not aware of any matters which would cause it to decline to attach the ALTA Endorsement Form 22 indicating that there is located on said land Single Family Residence known as 9845 East Cactus Road, Scottsdale AZ 85260.

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

Grantor:                                 OL Ventures LLLP, An Arizona limited liability limited partnership  
Grantee:                                 Stephen Anderson and Veronica Anderson, husband and wife as community property with right of survivorship  
Recording Date:                        October 30, 2018  
Recording No.:                        2018-0808451

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**END OF SCHEDULE B, PART I—REQUIREMENTS**

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## SCHEDULE B

### PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2019.

2. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.

3. Water rights, claims or title to water, whether or not disclosed by the Public Records.

4. Easements, covenants, conditions and restrictions as set forth on the recorded plat of said subdivision.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Highway and Public Utilities  
Recording No.: [Docket 16404, Page 650](#)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Underground Utilities  
Recording No.: [Docket 16404, Page 651](#)

7. Matters contained in that certain document

Entitled: Agreement  
Recording No.: [Docket 16195, Page 644](#)

Reference is hereby made to said document for full particulars

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Electric Lines  
[Recording No.: 1983-052388](#)

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**SCHEDULE B**  
**PART II – EXCEPTIONS**  
(Continued)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Electric Lines  
Recording No.: 1985-0149172

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**END OF SCHEDULE B, PART II – EXCEPTIONS**

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## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

### Types of Information Collected

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

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

### How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

### When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see **"Choices With Your Information"** to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

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

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

**For Vermont Residents:** We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or

lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

#### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

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

## ATTACHMENT ONE (01-01-08)

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

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

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

2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records on the Policy Date

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

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

3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A  
OR
  - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

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

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company

- by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
- (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

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

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

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

has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
    - (i) the occupancy, use, or enjoyment of the Land;
    - (ii) the character, dimensions, or location of any improvement erected on the Land;
    - (iii) the subdivision of land; or
    - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
- (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. Land use
  - d. improvements on Land
  - e. land division
  - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.  
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

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

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

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

**ATTACHMENT ONE  
(CONTINUED)**

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

**LIMITATIONS ON COVERED RISKS**

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

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

			Your Deductible Amount	Our Maximum Dollar Limit of Liability
16:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
18:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
19:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
21:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
  - (a) The time of the advance; or
  - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE  
(CONTINUED)**

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

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

# ALTA / NSPS LAND TITLE SURVEY

LOT 1, BELLISSIMA FARMS MINOR LAND DIVISION PLAT, AS RECORDED IN BOOK 1282, PAGE 12, AND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

## SCHEDULE "B" ITEMS PER TITLE COMMITMENT NO. C1902441-349-MK1-LS

- PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE YEAR 2019.
- LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY ITS INCLUSION WITHIN ANY DISTRICT FORMED PURSUANT TO TITLE 48, ARIZONA REVISED STATUTES.
- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.
- EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE RECORDED PLAT OF SAID SUBDIVISION.
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:  
PURPOSE: HIGHWAY AND PUBLIC UTILITIES  
RECORDING NO.: DOCKET 16404, PAGE 650
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:  
PURPOSE: UNDERGROUND UTILITIES  
RECORDING NO.: DOCKET 16404, PAGE 651
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AGREEMENT  
RECORDING NO.: DOCKET 16195, PAGE 644  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:  
PURPOSE: ELECTRIC LINES  
RECORDING NO.: 1983-052388
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:  
PURPOSE: ELECTRIC LINES  
RECORDING NO.: 1985-0149172

- = INDICATES SCHEDULE B ITEMS SHOWN ON SHEET 2.  
○ = INDICATES SCHEDULE B ITEM "NOT PLOTTABLE" OR BLANKET EASEMENT – BUT AFFECTS THE PROPERTY  
△ = INDICATES SCHEDULE B ITEM THAT DOES NOT AFFECT THE PROPERTY AND NOT SHOWN ON SHEET 2

## LEGAL DESCRIPTION PER TITLE COMMITMENT NO. C1902441-349-MK1-LS

LOT 1, BELLISSIMA FARMS MINOR LAND DIVISION PLAT, ACCORDING TO BOOK 1282, PAGE 12, RECORDS OF MARICOPA COUNTY, ARIZONA.

## SURVEYOR'S NOTES

- THIS SURVEY IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. C1902441-349-MK1-LS, EFFECTIVE DATE JUNE 10, 2019 AT 7:30 A.M.
- IF A DISCREPANCY IS DISCOVERED IN THE TOPOGRAPHY OF THIS MAP, THE SURVEYOR MUST BE CONTACTED TO RESOLVE ANY ISSUES PRIOR TO ANY DESIGN OR CONSTRUCTION.
- THE LOCATION OF UNDERGROUND UTILITIES AS DEPICTED HEREON IS BASED ON RECOVERABLE FIELD LOCATED SURFACE FEATURES OF THOSE UTILITIES AND SHOULD BE CONSIDERED APPROXIMATE AND POSSIBLY INCOMPLETE. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES DURING THE PROGRESS OF OR FOR THE PURPOSE OF THIS SURVEY.
- THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESSED, OR IMPLIED. THE WORD "ENCROACHMENT" IS ALSO AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESSED, OR IMPLIED. THE SURVEYOR DOES NOT HAVE PROPER AUTHORITY TO DETERMINE WHETHER OR NOT AN OBJECT IS OR IS NOT AN ENCROACHMENT AND CAN ONLY ATTEST TO THE LOCATION OF SAID OBJECT.
- TABLE A ITEM #11. THIS IS AN ABOVE GROUND SURVEY. FIELD LOCATED VISIBLE SURFACE FEATURES OF EXISTING UTILITIES ARE SHOWN. UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.

## FEMA CERTIFICATION

THIS SITE IS LOCATED WITHIN FLOOD ZONE 'X' FEMA FLOOD MAP 04013C1780L DATED OCTOBER 16, 2013. ZONE 'X' IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

## SHEET INDEX

- COVER SHEET
- ALTA (BOUNDARY)

## OWNERS

STEPHEN ANDERSON AND VERONICA ANDERSON  
MAILING ADDRESS:  
10350 N. 133RD STREET  
SCOTTSDALE, AZ 85259

## SURVEYOR

HUBBARD ENGINEERING  
1201 S. ALMA SCHOOL RD. SUITE #12000  
MESA, AZ 85210  
PHONE: (480) 892-3313  
FAX: (480) 892-7051  
CONTACT: JEREMY K. HAWS, RLS

## ZONING

R1-35, MARICOPA COUNTY ASSESSOR

## PARCEL ADDRESS

9845 E. CACTUS ROAD  
SCOTTSDALE, AZ 85260

## PARCEL ACREAGE

130,951 SQUARE FEET OR 3.0062 ACRES ±

## BASIS OF BEARINGS

THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (98TH ST. BETWEEN CACTUS RD. & JENAN ST.) OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.  
MEASURED BEARING=S00°01'16"E

## BENCHMARK

CITY OF SCOTTSDALE BM #8291  
CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE AT  
SHEA BLVD. & 100TH STREET  
DATUM = NAVD 1988  
ELEVATION = 1379.06

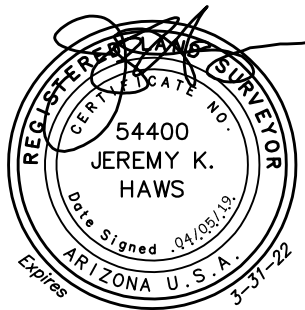
## REFERENCE DOCUMENTS

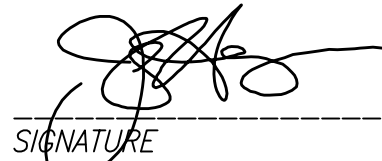
- (R1) – "MINOR LAND DIVISION PLAT," BK. 1282, PG. 12, M.C.R.  
(R2) – "RECORD OF SURVEY," BK. 1123, PG. 41, M.C.R.  
(R3) – "MINOR SUBDIVISION PLAT," BK. 1111, PG. 30, M.C.R.  
(R4) – "PROPERTY DIVISION MAP," BK. 715, PG. 12, M.C.R.  
(R5) – "CINCO SOLES," FINAL PLAT, BK. 359, PG. 10, M.C.R.

## SURVEYOR'S CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES TO CITY OF SCOTTSDALE; STEPHEN ANDERSON AND VERONICA ANDERSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP; AND CHICAGO TITLE AGENCY, INC., THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 11 AND 13, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 03/31/19.

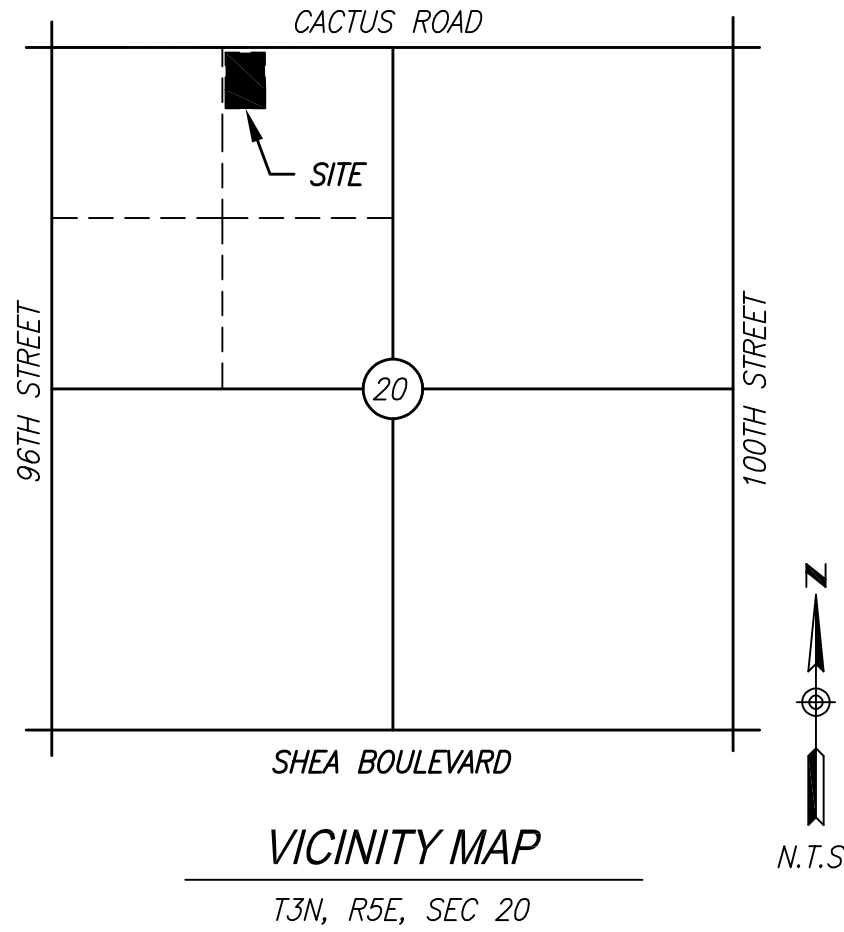
DATE OF PLAT OR MAP: 06/24/2019



  
SIGNATURE

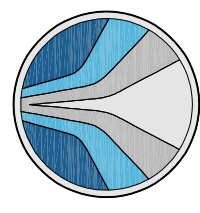
JEREMY K. HAWS  
PRINTED NAME  
REGISTRATION/LICENSE NO. 54400

DATE: 06/24/2019



1201 S. Alma School Rd.  
Suite #12000  
Mesa, AZ 85210  
Ph: 480.892.3313

HUBBARD  
ENGINEERING  
www.hubbardengineering.com



STEPHEN AND VERONICA ANDERSON  
ALTA/NSPS LAND TITLE SURVEY  
City of Scottsdale, Maricopa County, Arizona

Date  
06/24/19  
Project No.  
19117  
Project Eng.  
Project Manager  
J. HAWS

1 FOUND 1/2" REBAR IN POTHOLE AT THE INTERSECTION OF 98TH STREET & CACTUS ROAD. REBAR FOUND ±0.35' BELOW SURFACE. MONUMENT HELD AS THE NW COR., NE 1/4, NW 1/4, SEC. 20 PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)
- PROPERTY DIVISION MAP OF "C AND W RANCH," BK. 715, PG. 12, M.C.R. (R4)

2 FOUND 1/2" REBAR IN POTHOLE AT THE INTERSECTION OF 98TH STREET & JENAN STREET. REBAR FOUND ±0.10' BELOW SURFACE. MONUMENT HELD AS THE SW COR., NE 1/4, NW 1/4, SEC. 20 PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)
- PROPERTY DIVISION MAP OF "C AND W RANCH," BK. 715, PG. 12, M.C.R. (R4)

3 FOUND PK NAIL IN PAVEMENT. NO IDENTIFICATION WAS FOUND, BUT THE RECORD OF SURVEY IN BK. 1282, PG. 12, M.C.R. NOTES A PK NAIL WITH A SHINER STAMPED RLS #41076. THE MINOR SUBDIVISION PLAT CHOLLA LOT ADJUSTMENT, BK. 1188, PG. 32, M.C.R. NOTES A "PK NAIL #41076." BOTH OF THESE SURVEYS USE THIS PK NAIL AND ITS POSITION AS THE SE COR. OF THE NE 1/4, NW 1/4, SEC. 20.

4 THE N. 1/4 CORNER OF SECTION 20 WAS NOT FOUND. THE MINOR SUBDIVISION PLAT RECORDED IN BK. 1111, PG. 30, M.C.R. (R3) ACCEPTED THE CITY OF SCOTTSDALE BRASS CAP FLUSH FOUND 90.00' NORTHERLY ALONG THE 100TH STREET ALIGNMENT AS A WITNESS CORNER TO THE POSITION OF THE NORTH 1/4 CORNER. TO ESTABLISH THE POSITION OF SAID QUARTER CORNER, A LINE WAS ESTABLISHED BETWEEN SAID BRASS CAP AND THE CITY OF SCOTTSDALE BRASS CAP FOUND AT THE INTERSECTION OF LARKSPUR DRIVE AND 100TH STREET AND THEN EXTENDED SOUTHERLY 90.00'. THE MINOR SUBDIVISION PLAT MENTIONED IN NOTE #3 ALSO USES THIS MONUMENT AS A WITNESS CORNER TO ESTABLISH THE POSITION OF SAID QUARTER CORNER.

5 NO MONUMENTATION WAS FOUND AT THE CALCULATED POSITION OF THE NE COR., W. 1/2, NE 1/4, NW 1/4, SEC. 20. POSITION WAS CALCULATED BY BREAKING DOWN THE NE 1/4, NW 1/4, SEC. 20 INTO ALIQUOT PARTS AS DONE PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)
- THE FINAL PLAT OF CINCO SOLES RECORDED IN BK. 359, PG. 10, M.C.R. (R5)

6 NO MONUMENTATION WAS FOUND AT THE CALCULATED POSITION OF THE SE COR., W. 1/2, NE 1/4, NW 1/4, SEC. 20. POSITION WAS CALCULATED BY BREAKING DOWN THE NE 1/4, NW 1/4, SEC. 20 INTO ALIQUOT PARTS AS DONE PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)

7 NO MONUMENTATION WAS FOUND AT THE CALCULATED POSITION OF THE NE COR., W. 1/2, W. 1/2, NE 1/4, NW 1/4, SEC. 20. POSITION WAS CALCULATED BY BREAKING DOWN THE W. 1/2, NE 1/4, NW 1/4, SEC. 20 INTO ALIQUOT PARTS AS DONE PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)

8 NO MONUMENTATION WAS FOUND AT THE CALCULATED POSITION OF THE SE COR., W. 1/2, W. 1/2, NE 1/4, NW 1/4, SEC. 20. POSITION WAS CALCULATED BY BREAKING DOWN THE W. 1/2, NE 1/4, NW 1/4, SEC. 20 INTO ALIQUOT PARTS AS DONE PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)

9 CENTER OF SECTION 20. THIS MONUMENT IS BEING SHOWN TO GIVE AN OVERALL CALCULATED BEARING & DISTANCE ALONG THE EAST LINE OF THE NW 1/4, SEC. 20. FOUND A 3" CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE. MONUMENT ALSO ACCEPTED AND NOTED AS SUCH ON THE FOLLOWING SURVEYS:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)
- PROPERTY DIVISION MAP OF "C AND W RANCH," BK. 715, PG. 12, M.C.R. (R4)

10 W. 1/4 CORNER OF SECTION 20. THIS MONUMENT IS BEING SHOWN TO GIVE AN OVERALL MEASURED BEARING & DISTANCE ALONG THE SOUTH LINE OF THE NW 1/4, SEC. 20. FOUND A 3" CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE. MONUMENT ALSO ACCEPTED AND NOTED AS SUCH ON THE FOLLOWING SURVEYS:

- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)
- MINOR SUBDIVISION PLAT CHOLLA LOT ADJUSTMENT, BK. 1188, PG. 32, M.C.R.

11 NW CORNER OF SECTION 20. THIS MONUMENT IS BEING SHOWN TO GIVE AN OVERALL MEASURED BEARING & DISTANCE ALONG THE NORTH LINE OF THE NW 1/4, SEC. 20. POSITION WAS CALCULATED USING THE 3" CITY OF SCOTTSDALE BRASS CAP FLUSH 7.02' NORTHEASTERLY AS NOTED ON THE RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2).

FND. CITY OF SCOTTSDALE BCF 6.80' N & 0.39' E OF CALCULATED POSITION (SEE R2)

NW COR. NE 1/4, NW 1/4, SEC. 20, T3N, R5E  
N89°52'11"W 1320.19 (R1) 1321.08' (C)(R2)  
N2°41'43"E 7.02'  
NW CORNER SEC. 20, T3N, R5E CALCULATED POSITION (SEE R2)  
25.00' R/W EASEMENT DKT. 16404, PG. 650, M.C.R.  
C AND W RANCH BK. 715, PG. 12, M.C.R. APN# 217-26-536A DANIEL & SHARON MAYER  
C AND W RANCH BK. 715, PG. 12, M.C.R. APN# 217-26-537 VERMA NISHANT  
C AND W RANCH BK. 715, PG. 12, M.C.R. APN# 217-26-538 VOSSOUGHFI FAMILY TRUST

NW COR. NE 1/4, NW 1/4, SEC. 20, T3N, R5E

N89°51'16"W 330.32' (R1) 330.25' (C)

S89°51'43"E 2641.92' (R2)

N89°51'16"W 330.32' (R1) 330.25' (C)

S89°51'53"E 305.25' (M) 305.32' (R1)

N90°00'00"E 2641.83' (R5) 330.25' (C) 330.32' (R1)

NE COR., W. 1/2, W. 1/2, NE 1/4, NW 1/4, SEC. 20, T3N, R5E

NE COR., W. 1/2, NE 1/4, NW 1/4, SEC. 20, T3N, R5E

N. 1/4 CORNER SEC. 20, T3N, R5E CALCULATED POSITION

1231.23' (M) 1321.23' (C) 1321.25' (R3)

90.00' 507'19"E (M) 507'18"W (R3)

100TH STREET

1231.23' (M) 1321.23' (C) 1321.25' (R3)

90.00' 507'19"E (M) 507'18"W (R3)

100TH STREET

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90.00' 507'19"E (M) 507'18"W (R3)

100TH STREET

1231.23' (M) 1321.23' (C) 1321.25' (R3)

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100TH STREET

1231.23' (M) 1321.23' (C) 1321.25' (R3)

90.00' 507'19"E (M) 507'18"W (R3)

# ALTA / NSPS LAND TITLE SURVEY

LOT 1, BELLISSIMA FARMS MINOR LAND DIVISION PLAT, AS RECORDED IN BOOK 1282, PAGE 12, AND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

## SCHEDULE "B" ITEMS PER TITLE COMMITMENT NO. C1902441-349-MK1-LS

- PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE YEAR 2019.
- LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY ITS INCLUSION WITHIN ANY DISTRICT FORMED PURSUANT TO TITLE 48, ARIZONA REVISED STATUTES.
- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.
- EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE RECORDED PLAT OF SAID SUBDIVISION.
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:  
PURPOSE: HIGHWAY AND PUBLIC UTILITIES  
RECORDING NO.: DOCKET 16404, PAGE 650
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:  
PURPOSE: UNDERGROUND UTILITIES  
RECORDING NO.: DOCKET 16404, PAGE 651
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AGREEMENT  
RECORDING NO.: DOCKET 16195, PAGE 644  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:  
PURPOSE: ELECTRIC LINES  
RECORDING NO.: 1983-052388
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:  
PURPOSE: ELECTRIC LINES  
RECORDING NO.: 1985-0149172

- = INDICATES SCHEDULE B ITEMS SHOWN ON SHEET 2.  
○ = INDICATES SCHEDULE B ITEM "NOT PLOTTABLE" OR BLANKET EASEMENT – BUT AFFECTS THE PROPERTY  
△ = INDICATES SCHEDULE B ITEM THAT DOES NOT AFFECT THE PROPERTY AND NOT SHOWN ON SHEET 2

## LEGAL DESCRIPTION PER TITLE COMMITMENT NO. C1902441-349-MK1-LS

LOT 1, BELLISSIMA FARMS MINOR LAND DIVISION PLAT, ACCORDING TO BOOK 1282, PAGE 12, RECORDS OF MARICOPA COUNTY, ARIZONA.

## SURVEYOR'S NOTES

- THIS SURVEY IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. C1902441-349-MK1-LS, EFFECTIVE DATE JUNE 10, 2019 AT 7:30 A.M.
- IF A DISCREPANCY IS DISCOVERED IN THE TOPOGRAPHY OF THIS MAP, THE SURVEYOR MUST BE CONTACTED TO RESOLVE ANY ISSUES PRIOR TO ANY DESIGN OR CONSTRUCTION.
- THE LOCATION OF UNDERGROUND UTILITIES AS DEPICTED HEREON IS BASED ON RECOVERABLE FIELD LOCATED SURFACE FEATURES OF THOSE UTILITIES AND SHOULD BE CONSIDERED APPROXIMATE AND POSSIBLY INCOMPLETE. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES DURING THE PROGRESS OF OR FOR THE PURPOSE OF THIS SURVEY.
- THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESSED, OR IMPLIED. THE WORD "ENCROACHMENT" IS ALSO AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESSED, OR IMPLIED. THE SURVEYOR DOES NOT HAVE PROPER AUTHORITY TO DETERMINE WHETHER OR NOT AN OBJECT IS OR IS NOT AN ENCROACHMENT AND CAN ONLY ATTEST TO THE LOCATION OF SAID OBJECT.
- TABLE A ITEM #11. THIS IS AN ABOVE GROUND SURVEY. FIELD LOCATED VISIBLE SURFACE FEATURES OF EXISTING UTILITIES ARE SHOWN. UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.

## FEMA CERTIFICATION

THIS SITE IS LOCATED WITHIN FLOOD ZONE 'X' FEMA FLOOD MAP 04013C1780L DATED OCTOBER 16, 2013. ZONE 'X' IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

## SHEET INDEX

- COVER SHEET
- ALTA (BOUNDARY)

## OWNERS

STEPHEN ANDERSON AND VERONICA ANDERSON  
MAILING ADDRESS:  
10350 N. 133RD STREET  
SCOTTSDALE, AZ 85259

## SURVEYOR

HUBBARD ENGINEERING  
1201 S. ALMA SCHOOL RD. SUITE #12000  
MESA, AZ 85210  
PHONE: (480) 892-3313  
FAX: (480) 892-7051  
CONTACT: JEREMY K. HAWS, RLS

## ZONING

R1-35, MARICOPA COUNTY ASSESSOR

## PARCEL ADDRESS

9845 E. CACTUS ROAD  
SCOTTSDALE, AZ 85260

## PARCEL ACREAGE

130,951 SQUARE FEET OR 3.0062 ACRES ±

## BASIS OF BEARINGS

THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (98TH ST. BETWEEN CACTUS RD. & JENAN ST.) OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.  
MEASURED BEARING=S00°01'16"E

## BENCHMARK

CITY OF SCOTTSDALE BM #8291  
CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE AT  
SHEA BLVD. & 100TH STREET  
DATUM = NAVD 1988  
ELEVATION = 1379.06

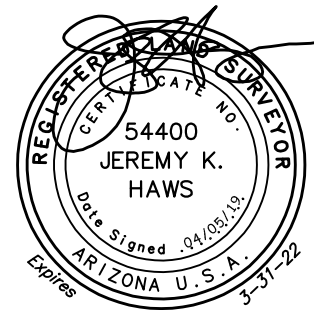
## REFERENCE DOCUMENTS

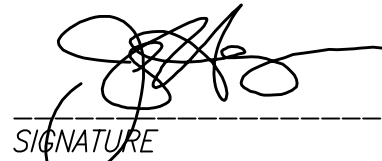
- (R1) – "MINOR LAND DIVISION PLAT," BK. 1282, PG. 12, M.C.R.  
(R2) – "RECORD OF SURVEY," BK. 1123, PG. 41, M.C.R.  
(R3) – "MINOR SUBDIVISION PLAT," BK. 1111, PG. 30, M.C.R.  
(R4) – "PROPERTY DIVISION MAP," BK. 715, PG. 12, M.C.R.  
(R5) – "CINCO SOLES," FINAL PLAT, BK. 359, PG. 10, M.C.R.

## SURVEYOR'S CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES TO CITY OF SCOTTSDALE; STEPHEN ANDERSON AND VERONICA ANDERSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP; AND CHICAGO TITLE AGENCY, INC., THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 11 AND 13, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 03/31/19.

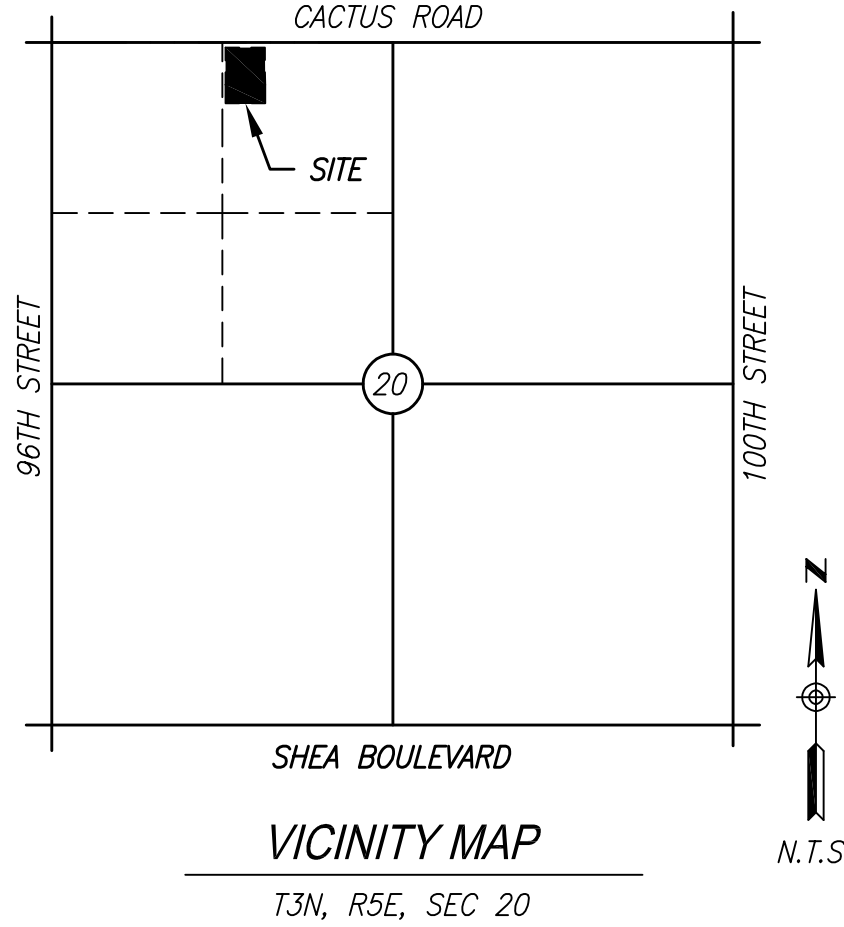
DATE OF PLAT OR MAP: 06/24/2019



  
SIGNATURE

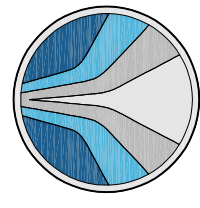
JEREMY K. HAWS  
PRINTED NAME  
REGISTRATION/LICENSE NO. 54400

DATE: 06/24/2019



1201 S. Alma School Rd.  
Suite #12000  
Mesa, AZ 85210  
Ph: 480.892.3313

HUBBARD  
ENGINEERING  
www.hubbardengineering.com



STEPHEN AND VERONICA ANDERSON  
ALTA/NSPS LAND TITLE SURVEY  
City of Scottsdale, Maricopa County, Arizona

Date  
06/24/19  
Project No.  
19117  
Project Eng.  
Project Manager  
J. HAWS

1 FOUND 1/2" REBAR IN POTHOLE AT THE INTERSECTION OF 98TH STREET & CACTUS ROAD. REBAR FOUND ±0.35' BELOW SURFACE. MONUMENT HELD AS THE NW COR., NE 1/4, NW 1/4, SEC. 20 PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)
- PROPERTY DIVISION MAP OF "C AND W RANCH," BK. 715, PG. 12, M.C.R. (R4)

2 FOUND 1/2" REBAR IN POTHOLE AT THE INTERSECTION OF 98TH STREET & JENAN STREET. REBAR FOUND ±0.10 BELOW SURFACE. MONUMENT HELD AS THE SW COR., NE 1/4, NW 1/4, SEC. 20 PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)
- PROPERTY DIVISION MAP OF "C AND W RANCH," BK. 715, PG. 12, M.C.R. (R4)

3 FOUND PK NAIL IN PAVEMENT. NO IDENTIFICATION WAS FOUND, BUT THE RECORD OF SURVEY IN BK. 1282, PG. 12, M.C.R. NOTES A PK NAIL WITH A SHINER STAMPED RLS #41076. THE MINOR SUBDIVISION PLAT CHOLLA LOT ADJUSTMENT, BK. 1188, PG. 32, M.C.R. NOTES A "PK NAIL #41076." BOTH OF THESE SURVEYS USE THIS PK NAIL AND ITS POSITION AS THE SE COR. OF THE NE 1/4, NW 1/4, SEC. 20.

4 THE N. 1/4 CORNER OF SECTION 20 WAS NOT FOUND. THE MINOR SUBDIVISION PLAT RECORDED IN BK. 1111, PG. 30, M.C.R. (R3) ACCEPTED THE CITY OF SCOTTSDALE BRASS CAP FLUSH FOUND 90.00' NORTHERLY ALONG THE 100TH STREET ALIGNMENT AS A WITNESS CORNER TO THE POSITION OF THE NORTH 1/4 CORNER. TO ESTABLISH THE POSITION OF SAID QUARTER CORNER, A LINE WAS ESTABLISHED BETWEEN SAID BRASS CAP AND THE CITY OF SCOTTSDALE BRASS CAP FOUND AT THE INTERSECTION OF LARKSPUR DRIVE AND 100TH STREET AND THEN EXTENDED SOUTHERLY 90.00'. THE MINOR SUBDIVISION PLAT MENTIONED IN NOTE #3 ALSO USES THIS MONUMENT AS A WITNESS CORNER TO ESTABLISH THE POSITION OF SAID QUARTER CORNER.

5 NO MONUMENTATION WAS FOUND AT THE CALCULATED POSITION OF THE NE COR., W. 1/2, NE 1/4, NW 1/4, SEC. 20. POSITION WAS CALCULATED BY BREAKING DOWN THE NE 1/4, NW 1/4, SEC. 20 INTO ALIQUOT PARTS AS DONE PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)
- THE FINAL PLAT OF CINCO SOLES RECORDED IN BK. 359, PG. 10, M.C.R. (R5)

6 NO MONUMENTATION WAS FOUND AT THE CALCULATED POSITION OF THE SE COR., W. 1/2, NE 1/4, NW 1/4, SEC. 20. POSITION WAS CALCULATED BY BREAKING DOWN THE NE 1/4, NW 1/4, SEC. 20 INTO ALIQUOT PARTS AS DONE PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)

7 NO MONUMENTATION WAS FOUND AT THE CALCULATED POSITION OF THE NE COR., W. 1/2, W. 1/2, NE 1/4, NW 1/4, SEC. 20. POSITION WAS CALCULATED BY BREAKING DOWN THE W. 1/2, NE 1/4, NW 1/4, SEC. 20 INTO ALIQUOT PARTS AS DONE PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)

8 NO MONUMENTATION WAS FOUND AT THE CALCULATED POSITION OF THE SE COR., W. 1/2, W. 1/2, NE 1/4, NW 1/4, SEC. 20. POSITION WAS CALCULATED BY BREAKING DOWN THE W. 1/2, NE 1/4, NW 1/4, SEC. 20 INTO ALIQUOT PARTS AS DONE PER:

- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)

9 CENTER OF SECTION 20. THIS MONUMENT IS BEING SHOWN TO GIVE AN OVERALL CALCULATED BEARING & DISTANCE ALONG THE EAST LINE OF THE NW 1/4, SEC. 20. FOUND A 3" CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE. MONUMENT ALSO ACCEPTED AND NOTED AS SUCH ON THE FOLLOWING SURVEYS:

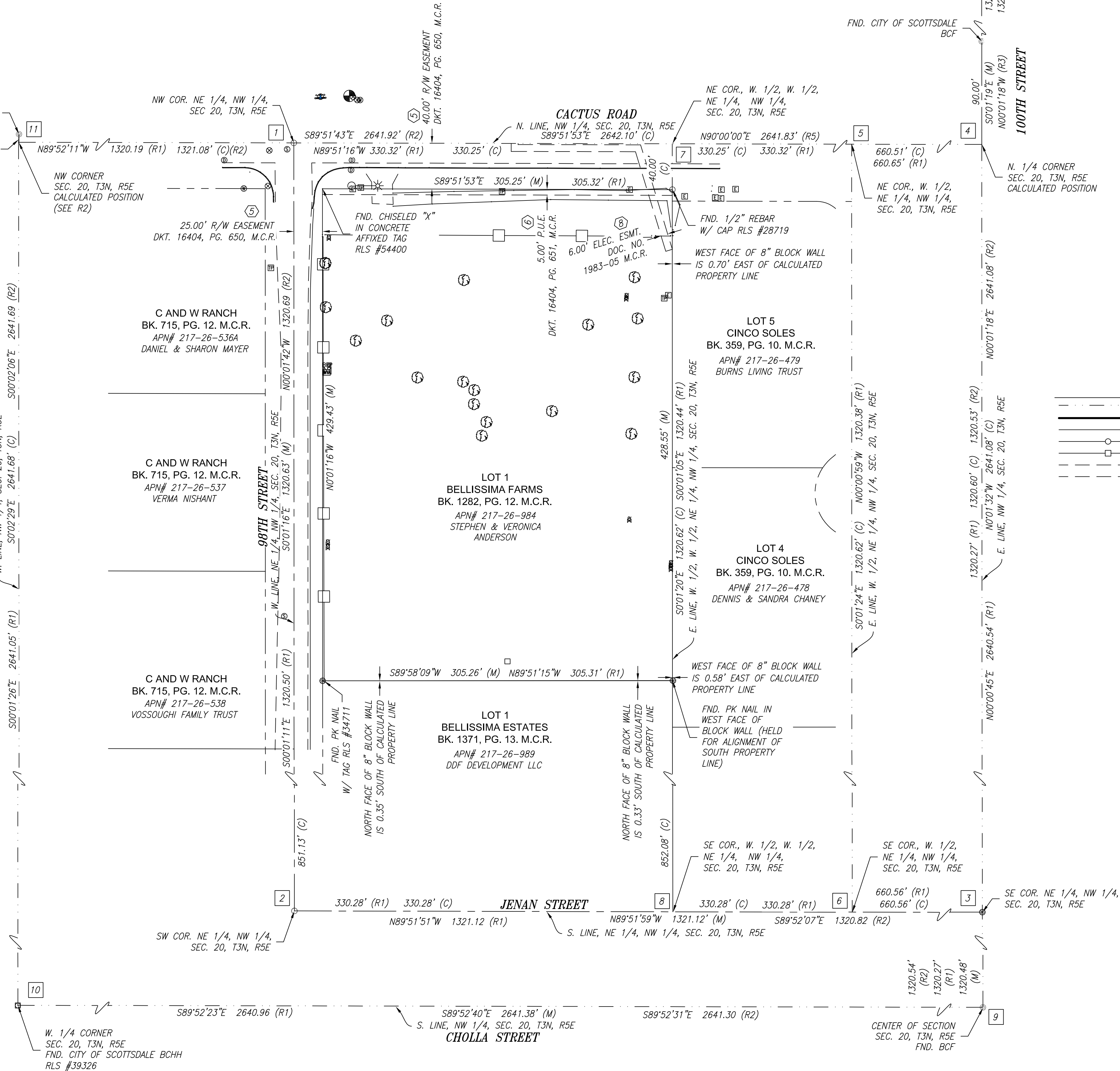
- MINOR LAND DIVISION PLAT BELLISSIMA FARMS, BK. 1282, PG. 12, M.C.R. (R1)
- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)
- PROPERTY DIVISION MAP OF "C AND W RANCH," BK. 715, PG. 12, M.C.R. (R4)

10 W. 1/4 CORNER OF SECTION 20. THIS MONUMENT IS BEING SHOWN TO GIVE AN OVERALL MEASURED BEARING & DISTANCE ALONG THE SOUTH LINE OF THE NW 1/4, SEC. 20. FOUND A 3" CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE. MONUMENT ALSO ACCEPTED AND NOTED AS SUCH ON THE FOLLOWING SURVEYS:

- RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2)
- MINOR SUBDIVISION PLAT CHOLLA LOT ADJUSTMENT, BK. 1188, PG. 32, M.C.R.

11 NW CORNER OF SECTION 20. THIS MONUMENT IS BEING SHOWN TO GIVE AN OVERALL MEASURED BEARING & DISTANCE ALONG THE NORTH LINE OF THE NW 1/4, SEC. 20. POSITION WAS CALCULATED USING THE 3" CITY OF SCOTTSDALE BRASS CAP FLUSH 7.02' NORTHEASTERLY AS NOTED ON THE RECORD OF SURVEY, BK. 1123, PG. 41, M.C.R. (R2).

FND. CITY OF SCOTTSDALE BCF 6.80' N & 0.39' E OF CALCULATED POSITION (SEE R2)



SCALE  
1"=50'

#### LEGEND

- - - - - = SECTION LINE
- ===== = PROPERTY LINE
- ===== = EXISTING PARCEL LINES
- ===== = EXISTING BLOCK WALL
- ===== = EXISTING IRON FENCE
- ===== = EXISTING EASEMENT LINES
- ===== = BUILDING OVERHANG LINE
- ===== = BRASS CAP IN HANDHOLE
- DKT. PG. = DOCKET PAGE
- BK. PG. = BOOK PAGE
- DOC. = DOCUMENT
- M.C.R. = MARICOPA COUNTY RECORDER
- FND = FOUND
- RBR = REBAR
- APN = ASSESSORS PARCEL NUMBER
- R/W = RIGHT-OF-WAY
- ESMT. = EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- ===== = SURVEY MONUMENT AS NOTED
- ===== = SURVEY MONUMENT AS NOTED
- ===== = SET REBAR WITH CAP RLS# 54400
- ===== = TELEPHONE PEDESTAL
- ===== = ELECTRIC CABINET
- ===== = LIGHT POLE WITH ARM
- ===== = PROPERTY LINE
- ===== = TREE
- ===== = IRRIGATION CONTROL VALVE
- ===== = GAS CONTROL VALVE
- ===== = BACKFLOW PREVENTOR
- ===== = WATER METER
- ===== = SEWER MANHOLE
- ===== = BLUESTAKE WATER
- ===== = FIRE HYDRANT
- ===== = WATER VALVE

