

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



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

This request concerns all property identified in the development application.

Pre-application No: 989 - PA - 2015

Project Name: \_\_\_\_\_

Project Address: 9838/9840 N. 110TH STREET

### STATEMENT OF AUTHORITY:

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

### STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

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

Property owner/Property owners agent: DONALD HADDER, SR.  
Print Name

Signature

### City Use Only:

Submittal Date: \_\_\_\_\_ Case number: \_\_\_\_\_

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



Current Planning Services  
Long Range Planning Services

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

**You have the right to:**

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

**You are hereby notified and informed of the following:**

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

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

If I have any questions, I may contact the City staff member, \_\_\_\_\_

at the following number \_\_\_\_\_.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Check box if signature refused

Copy of Bill of Rights left at: \_\_\_\_\_

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

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

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

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:
- a. Street Address: 9838 & 9840 N. 110TH STREET
  - b. County Tax Assessor's Parcel Number 217-34-021K / 217-34-021L
  - c. General Location NWC 110TH ST. & TURQUOISE AVE.
  - d. Parcel Size: 5 AC +/-
  - e. Legal Description: \_\_\_\_\_  
(If the land is a platted lot, then write the lot number, subdivision, name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

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

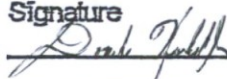
3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related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

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

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

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

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

Name (printed)	Date	Signature
<u>DONALD HADDER, SR.</u>	<u>1/4, 2015</u>	<u></u>
_____	_____, 20__	_____
_____	_____, 20__	_____
_____	_____, 20__	_____

**INFORMATION**

**The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy**

**The Company will give you a sample of the Policy form, if you ask.**

**The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.**

**The Commitment is subject to its Requirements, Exceptions and Conditions.**

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**



*First American*

**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**

***Clear Title Agency of Arizona, LLC***

**TABLE OF CONTENTS**

**AGREEMENT TO ISSUE POLICY** ..... on the following page  
**COMMITMENT DATE** . . . . .Schedule A (Page 1)  
**POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED** . . . . .Schedule A (Page 1)  
**INTEREST IN THE LAND** . . . . .Schedule A (Exhibit A)  
**DESCRIPTION OF THE LAND** . . . . .on the following page  
**EXCEPTIONS - PART ONE** . . . . .Schedule B (inside)  
**EXCEPTIONS - PART TWO** . . . . .Schedule B (inside)  
**REQUIREMENTS (Standard)** . . . . .on the third page  
**REQUIREMENTS (Continued)** . . . . .Requirements (inside)  
**CONDITIONS** . . . . .on the third page

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**

## AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

- The Provisions in Schedule A
- The Requirements
- The Exceptions in Schedule B - Parts 1 and 2
- The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

---

## SCHEDULE B - EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

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; (b) 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 by making inquiry of persons in possession of the Land
3. Easements, liens or encumbrances, or claims thereof, which are 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.

**Part One: (for use with 1992 and prior ALTA policies)**

**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 by making inquiry of 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 aforementioned matters excepted are shown by the public records.**

**6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.**

**REQUIREMENTS  
(Standard)**

**The following requirements must be met:**

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.**
- (b) Pay us the premiums, fees and charges for the policy.**
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.**
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.**

**(Continued on Requirements Page)**

---

**CONDITIONS**

**1. DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.**
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.**

**2. LATER DEFECTS**

**The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.**

3. **EXISTING DEFECTS**

**If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.**

4. **LIMITATION OF OUR LIABILITY**

**Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:**

**comply with the Requirements**

**or**

**eliminate with our written consent any Exceptions shown in Schedule B**

**We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.**

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

**Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms**

---

**Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.**



## **Privacy Policy Notice**

### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA we are providing you with this document, which notifies you of the privacy policies and practices of Clear Title of Arizona.

- We may collect nonpublic personal information about from the following sources:
- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files and/or any public records search thereof, or from our affiliates or others.
- Information we receive from a consumer-reporting agency.
- Information, that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law. We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking consumer finance securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

### **WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Clear Title Agency of Arizona, LLC**

**SCHEDULE A**

**3rd Amended**

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Debbie Olsen at (480)278-8450** --- **TITLE INQUIRIES** should be directed to your Title Officer: **Emma Green at (602)685-7208**

Address Reference:  
**9838 North 110th Street  
Scottsdale, AZ 85259**

Effective Date: **January 26, 2016** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Lender's Policy for \$0.00

Proposed Insured:  
**To Be Determined**

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:  
**Ceda Miles Larkin, Trustee of The Ceda Miles Larkin Family Trust dated May 6, 2015**
3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:  
**Ceda Miles Larkin, Trustee of The Ceda Miles Larkin Family Trust dated May 6, 2015**
4. The proposed mortgage and assignment thereof, if any, are described as follows:

**SEE EXHIBIT "1" ATTACHED HEREIN**

5. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:  
**SEE EXHIBIT "A " ATTACHED HEREIN**

**Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.**

**EXHIBIT "1"**

- (a) A Deed of Trust given to secure an indebtedness in the original principal amount of \$0.00 , dated \_\_\_\_\_, recorded \_\_\_\_\_ as \_\_\_\_\_ of Official Records.

Trustor: Ceda Miles Larkin, Trustee of The Ceda Miles Larkin Family Trust dated May 6, 2015

Trustee: \_\_\_\_\_

Beneficiary: To Be Determined

**EXHIBIT "A"**

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT  
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

**Clear Title Agency of Arizona, LLC**

**SCHEDULE B  
3rd Amended**

**PART TWO:**

1. Second installment of 2015 taxes, a lien, payable on or before March 1, 2016, and delinquent May 1, 2016.
2. Covenants, conditions, restrictions, association lien rights, reservations and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604 (c), of the United States Codes.
3. Water rights, claims or title to water, whether or not shown by the public records.

**End of Schedule B**

**Clear Title Agency of Arizona, LLC**

**3rd Amended**

**REQUIREMENTS:**

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. All of 2015 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$3,764.28 for the year 2015 under Assessor's Parcel No. 217-34-021K 0.

3. Recordation of an instrument showing that all terms set forth in Temporary Orders, Case FC2010-006681, wherein Ceda Austerman is Petitioner and Ronald R. Austerman is Respondent, recorded March 28, 2011 as 2011-0261603, of Official Records have been met.
4. Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Ceda Miles Larkin Family Trust.
5. Record Deed of Trust shown as Item 4, Schedule A.

NOTE: If Clear Title Agency is named as Trustee in the Deed of Trust, the correct name and address is:

Clear Title Agency of Arizona  
2910 East Camelback Road, Suite 100  
Phoenix, AZ 85016

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

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

**NOTE:** According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matters constitute the chain of title for the 24 month period preceding the date hereof

OR

the last recorded instrument vesting title to the land described herein:

An instrument executed by Ronald R. Austerman, husband of Ceda Austerman, in favor of Ceda Austerman, wife of Ronald R. Austerman as her sole and separate property, recorded June 29, 2011, as 2011-0542296, of Official Records.

An instrument executed by Ceda Austerman, an unmarried woman who acquired title as Ceda Austerman, wife of Ronald R. Austerman as her sole and separate property, in favor of Ceda Austerman, an unmarried woman, recorded May 3, 2013, as 2013-0408103 of Official Records.

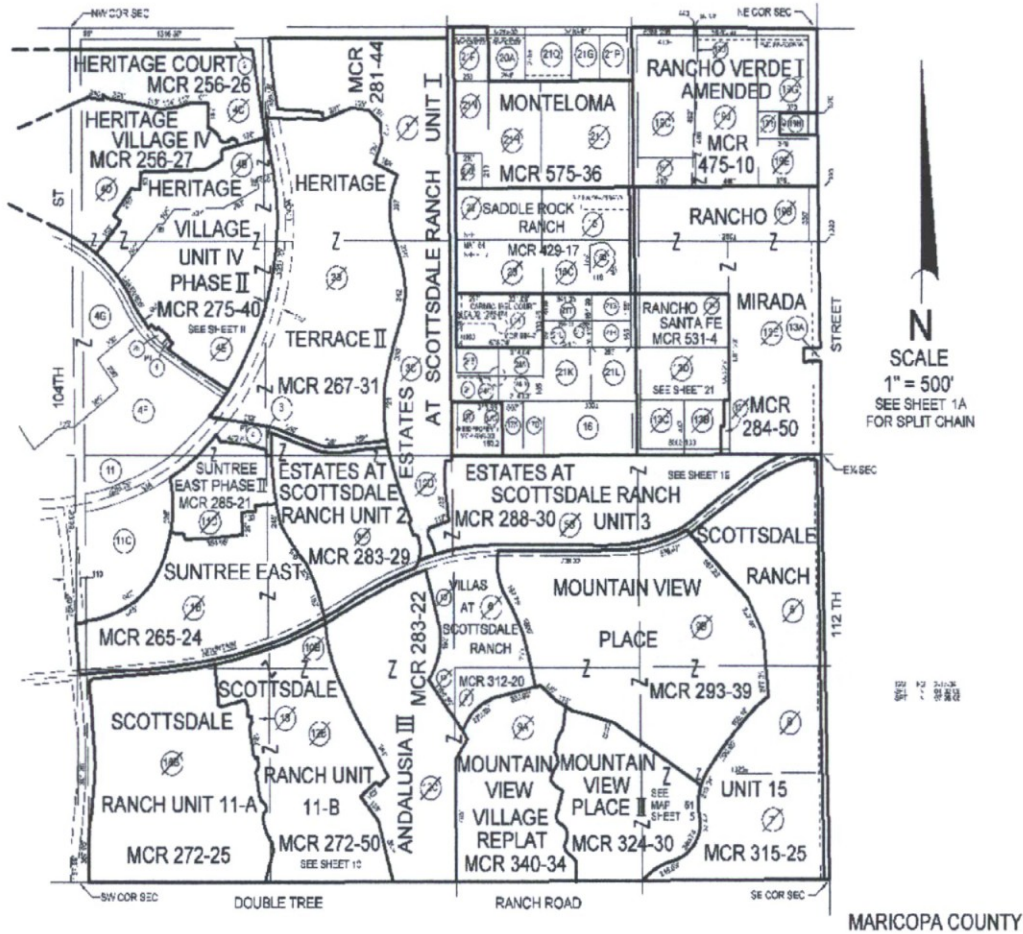
An instrument executed by Ceda Austerman, a single woman, in favor of Ceda Miles Larkin, Trustee of The Ceda Miles Larkin Family Trust dated May 6, 2015, recorded May 7, 2015, as 2015-0322952 of Official Records.

The map attached, if any, may or may not be a survey of the land depicted hereon. Clear Title Agency of Arizona, LLC expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**SEC 28 3N 5E**  
RANCHO MIRADA MCR 284-50  
SUNTREE EAST PHASE II MCR 285-21

MTS-VTS  
JUN 22 1992  
ARB MAP

BOOK 217  
MAP 34  
SHEET 1



DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

**End of Requirements**

**INFORMATION**

**The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy**

**The Company will give you a sample of the Policy form, if you ask.**

**The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.**

**The Commitment is subject to its Requirements, Exceptions and Conditions.**

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**



*First American*

**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**

***Clear Title Agency of Arizona, LLC***

**TABLE OF CONTENTS**

AGREEMENT TO ISSUE POLICY ..... on the following page

COMMITMENT DATE .....Schedule A (Page 1)

POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED ..... Schedule A (Page 1)

INTEREST IN THE LAND ..... Schedule A (Exhibit A)

DESCRIPTION OF THE LAND .....on the following page

EXCEPTIONS - PART ONE ..... Schedule B (inside)

EXCEPTIONS - PART TWO ..... Schedule B (inside)

REQUIREMENTS (Standard) ..... on the third page

REQUIREMENTS (Continued) .....Requirements (inside)

CONDITIONS ..... on the third page

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**

## AGREEMENT TO ISSUE POLICY

**We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.**

**If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.**

**Our obligation under the Commitment is limited by the following:**

**The Provisions in Schedule A  
The Requirements  
The Exceptions in Schedule B - Parts 1 and 2  
The Conditions**

**This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.**

---

## SCHEDULE B - EXCEPTIONS

**Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.**

**Part One: (for use with 2006 ALTA policies)**

- 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; (b) 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 by making inquiry of persons in possession of the Land**
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.**

**Part One: (for use with 1992 and prior ALTA policies)**

**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 by making inquiry of 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 aforementioned matters excepted are shown by the public records.**

**6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.**

**REQUIREMENTS  
(Standard)**

**The following requirements must be met:**

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.**
- (b) Pay us the premiums, fees and charges for the policy.**
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.**
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.**

**(Continued on Requirements Page)**

---

**CONDITIONS**

**1. DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.**
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.**

**2. LATER DEFECTS**

**The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.**

3. **EXISTING DEFECTS**

**If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.**

4. **LIMITATION OF OUR LIABILITY**

**Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:**

**comply with the Requirements**

**or**

**eliminate with our written consent any Exceptions shown in Schedule B**

**We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.**

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

**Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms**

---

**Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.**



## **Privacy Policy Notice**

### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA we are providing you with this document, which notifies you of the privacy policies and practices of Clear Title of Arizona.

- We may collect nonpublic personal information about from the following sources:
- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files and/or any public records search thereof, or from our affiliates or others.
- Information we receive from a consumer-reporting agency.
- Information, that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law. We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking consumer finance securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

### **WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Clear Title Agency of Arizona, LLC**

**SCHEDULE A**

**3rd Amendment**

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Debbie Olsen at (480)278-8450** --- **TITLE INQUIRIES** should be directed to your Title Officer: **Emma Green at (602)685-7208**

Address Reference:  
**9840 North 110th Street  
Scottsdale, AZ 85259**

Effective Date: **January 26, 2016** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Lender's Policy for \$100,000.00

Proposed Insured:  
**To Be Determined**

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:  
**Ceda Miles Larkin, Trustee of The Ceda Miles Larkin Family Trust, Dated May 6, 2015**
3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:  
**Ceda Miles Larkin, Trustee of The Ceda Miles Larkin Family Trust, Dated May 6, 2015**
4. The proposed mortgage and assignment thereof, if any, are described as follows:

**SEE EXHIBIT "1" ATTACHED HEREIN**

5. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:  
**SEE EXHIBIT "A " ATTACHED HEREIN**

**Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.**

**EXHIBIT "1"**

- (a) A Deed of Trust given to secure an indebtedness in the original principal amount of \$100,000.00 , dated \_\_\_\_\_, recorded \_\_\_\_\_ as \_\_\_\_\_ of Official Records.

Trustor: Ceda Miles Larkin, Trustee of The Ceda Miles Larkin Family Trust, Dated  
May 6, 2015

Trustee: \_\_\_\_\_

Beneficiary: To Be Determined

**EXHIBIT "A"**

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3N, RANGE 5E OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

**Clear Title Agency of Arizona, LLC**

**SCHEDULE B  
2nd Amendment**

**PART TWO:**

1. Second installment of 2015 taxes, a lien, payable on or before March 1, 2016, and delinquent May 1, 2016.
2. Covenants, conditions, restrictions, association lien rights, reservations and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604 (c), of the United States Codes.
3. Water rights, claims or title to water, whether or not shown by the public records.

**End of Schedule B**

**Clear Title Agency of Arizona, LLC**

**3rd Amendment**

**REQUIREMENTS:**

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. First half of 2015 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$7,152.88 for the year 2015 under Assessor's Parcel No. 217-34-021L 9.

3. Record full Satisfaction of Judgment recorded as 2011-0261603 of Official Records.  
Court: Superior Court, Maricopa County, State of Arizona  
Cause No.: FC2010-006681  
Debtor: Ceda Austerman and Ronald R. Austerman  
Creditor: Merceda Larkin  
Amount: \$to be determined, and any other amounts due therein.

NOTE: A search of our records finds no open Deeds of Trust. Please verify by inquiry of the principals and agents that the subject property is free and clear of encumbrances and advise the title department accordingly prior to closing.

4. Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Ceda Miles Larkin Family Trust.
5. Record Deed of Trust shown as Item 4, Schedule A.

NOTE: If Clear Title Agency is named as Trustee in the Deed of Trust, the correct name and address is:

Clear Title Agency of Arizona  
2910 East Camelback Road, Suite 100  
Phoenix, AZ 85016

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

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

**NOTE:** According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matters constitute the chain of title for the 24 month period preceding the date hereof

OR

the last recorded instrument vesting title to the land described herein:

An instrument executed by Ronald R. Austerman, husband of Ceda Austerman, in favor of Ceda Austerman, wife of Ronald R. Austerman as her sole and separate property, recorded June 29, 2011, as 2011-0542297 of Official Records.

An instrument executed by Ceda Austerman, an unmarried woman who acquired title as Ceda Austerman, wife of Ronald R. Austerman as her sole and separate property, in favor of Ceda Austerman, an unmarried woman, recorded May 3, 2013, as 2013-0408103 of Official Records.

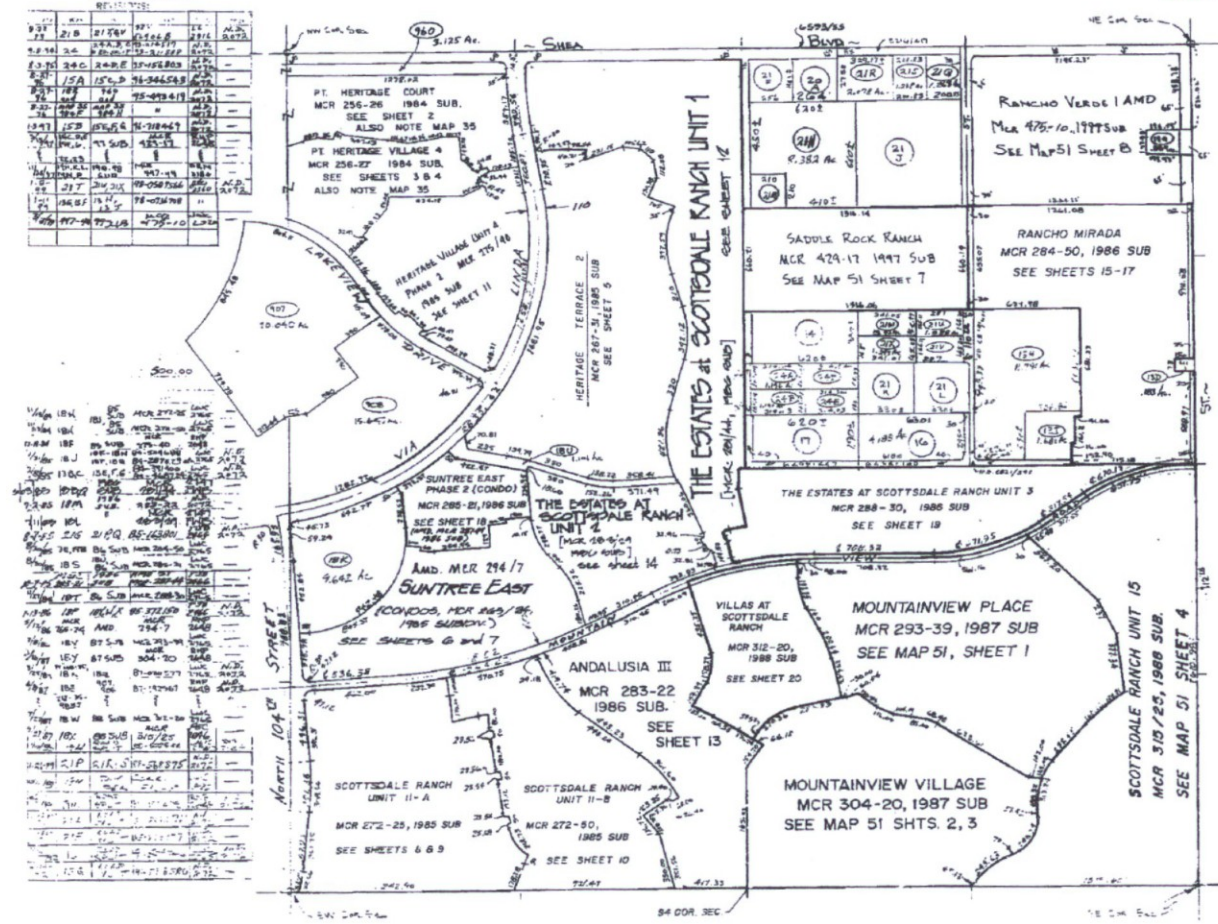
An instrument executed by Ceda Austerman, a single woman, in favor of Ceda Miles Larkin, Trustee of The Ceda Miles Larkin Family Trust, Dated May 6, 2015, recorded May 7, 2015, as 2015-0322952 of Official Records.

The map attached, if any, may or may not be a survey of the land depicted hereon. Clear Title Agency of Arizona, LLC expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

SEC. 28 - 3N5E

BOOK 217  
MAP 34  
SHEET 1 OF 20

NO.	DATE	BY	DESCRIPTION	ACRES
1	1/28/84	...	...	...
2	2/1/84	...	...	...
3	2/15/84	...	...	...
4	2/22/84	...	...	...
5	3/1/84	...	...	...
6	3/8/84	...	...	...
7	3/15/84	...	...	...
8	3/22/84	...	...	...
9	3/29/84	...	...	...
10	4/5/84	...	...	...
11	4/12/84	...	...	...
12	4/19/84	...	...	...
13	4/26/84	...	...	...
14	5/3/84	...	...	...
15	5/10/84	...	...	...
16	5/17/84	...	...	...
17	5/24/84	...	...	...
18	5/31/84	...	...	...
19	6/7/84	...	...	...
20	6/14/84	...	...	...
21	6/21/84	...	...	...
22	6/28/84	...	...	...
23	7/5/84	...	...	...
24	7/12/84	...	...	...
25	7/19/84	...	...	...
26	7/26/84	...	...	...
27	8/2/84	...	...	...
28	8/9/84	...	...	...
29	8/16/84	...	...	...
30	8/23/84	...	...	...
31	8/30/84	...	...	...
32	9/6/84	...	...	...
33	9/13/84	...	...	...
34	9/20/84	...	...	...
35	9/27/84	...	...	...
36	10/4/84	...	...	...
37	10/11/84	...	...	...
38	10/18/84	...	...	...
39	10/25/84	...	...	...
40	11/1/84	...	...	...
41	11/8/84	...	...	...
42	11/15/84	...	...	...
43	11/22/84	...	...	...
44	11/29/84	...	...	...
45	12/6/84	...	...	...
46	12/13/84	...	...	...
47	12/20/84	...	...	...
48	12/27/84	...	...	...
49	1/3/85	...	...	...
50	1/10/85	...	...	...
51	1/17/85	...	...	...
52	1/24/85	...	...	...
53	1/31/85	...	...	...
54	2/7/85	...	...	...
55	2/14/85	...	...	...
56	2/21/85	...	...	...
57	2/28/85	...	...	...
58	3/6/85	...	...	...
59	3/13/85	...	...	...
60	3/20/85	...	...	...
61	3/27/85	...	...	...
62	4/3/85	...	...	...
63	4/10/85	...	...	...
64	4/17/85	...	...	...
65	4/24/85	...	...	...
66	4/30/85	...	...	...
67	5/7/85	...	...	...
68	5/14/85	...	...	...
69	5/21/85	...	...	...
70	5/28/85	...	...	...
71	6/4/85	...	...	...
72	6/11/85	...	...	...
73	6/18/85	...	...	...
74	6/25/85	...	...	...
75	7/2/85	...	...	...
76	7/9/85	...	...	...
77	7/16/85	...	...	...
78	7/23/85	...	...	...
79	7/30/85	...	...	...
80	8/6/85	...	...	...
81	8/13/85	...	...	...
82	8/20/85	...	...	...
83	8/27/85	...	...	...
84	9/3/85	...	...	...
85	9/10/85	...	...	...
86	9/17/85	...	...	...
87	9/24/85	...	...	...
88	10/1/85	...	...	...
89	10/8/85	...	...	...
90	10/15/85	...	...	...
91	10/22/85	...	...	...
92	10/29/85	...	...	...
93	11/5/85	...	...	...
94	11/12/85	...	...	...
95	11/19/85	...	...	...
96	11/26/85	...	...	...
97	12/3/85	...	...	...
98	12/10/85	...	...	...
99	12/17/85	...	...	...
100	12/24/85	...	...	...



N  
SCALE: 1" = 500'

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

**End of Requirements**