

207 Waiver
Title
Legal Description
Policy or Appeals
Correspondence Between Legal & Staff
Letter of Authorization

St. Maria Goretti Roman Catholic Church
Scottsdale, Arizona

FACILITY USE AGREEMENT

PARISH: St. Maria Goretti Roman Catholic Church

FACILITY USER: LAND DEVELOPMENT SERVICES

DATE(S) OF PROPOSED FACILITY USAGE: 2/29/16 4:30-6:30

TYPE OF FACILITY USAGE: Open House

	*Piper Hall	John XXIII
Rental Fee	\$500 (registered/contributing parishioners) \$650 (non-registered)	Rental Fee \$150 (Regis/contrib.) \$250 (non-registered) <i>#150.00</i>
Overseer	\$75	Overseer \$75
Security Deposit	\$250	Security Deposit \$250

*use of the kitchen for storage/service; not for food preparation.

The undersigned, both individually, and on behalf of FACILITY USER and each member thereof, and in consideration of the fact that St. Maria Goretti Roman Catholic Church ("PARISH") has granted FACILITY USER's request to use certain property and/or facilities owned or managed by PARISH, hereby agrees as follows:

1. That FACILITY USER is not a part of the Diocese of Phoenix ("DIOCESE") or any parish in DIOCESE, is not affiliated with or sponsored by the DIOCESE or PARISH, is not an agent of DIOCESE or PARISH, and does not speak for or represent DIOCESE or PARISH.
2. That while DIOCESE or PARISH or their employees may provide spiritual support or spiritual direction to FACILITY USER or its members, any such spiritual support or direction is in matters of religion only and does not create any form of agency or master/servant relationship between FACILITY USER, on the one hand, and DIOCESE or PARISH, on the other.
3. That FACILITY USER is not controlled by DIOCESE or PARISH or any employee or agent thereof, and that neither DIOCESE nor PARISH will receive a direct, tangible or financial benefit from the FACILITY USER's activities, other than the consideration given or rental fee paid by FACILITY USER for the use of the facilities, as set forth in Attachment "A" hereto.
4. That FACILITY USER is not a participant in and is not the beneficiary of any financial protection provided by the Catholic Mutual Protected Self-Insurance program or by any insurance coverage paid for or carried by DIOCESE or PARISH, and further that FACILITY USER understands that it will not be indemnified by DIOCESE or PARISH for any liability arising from FACILITY USER's activities.
5. That any and all liability, whether civil, criminal or otherwise, and whether arising from use of motor vehicles or arising from any other activity of the FACILITY USER or its members, is not assumed and is expressly rejected by the DIOCESE, PARISH and Catholic Mutual.
6. That FACILITY USER agrees to fully protect, defend, indemnify and hold DIOCESE, PARISH, Catholic Mutual and their employees and agents harmless from and against

8-GP-2016
8/23/16

any and all liability sustained as a result of activities of the FACILITY USER, its members, or other facility users or members acting on behalf of FACILITY USER.

7. That FACILITY USER understands that neither DIOCESE nor PARISH, nor Catholic Mutual waive any right they may have to seek indemnity from any individual member of the FACILITY USER if that member's actions lead to a lawsuit or claim or other proceeding against DIOCESE, PARISH, or Catholic Mutual.

8. That this Agreement confers no right to use DIOCESE or PARISH property other than the limited and specific use specified above.

[REDACTED] shall be held harmless from FACILITY USER and understands that they shall be no right to sue, settle or get involved in any way in connection with the proposed use, and that FACILITY USER understands that they shall be no conspirator of actions on PARISH property in connection with the proposed use or activity. (continued)

10. That if this Facility Use Agreement is being used for the rental of St. Maria Goretti property, that FACILITY USER will abide by the Terms of Use attached as Attachment "B" hereto. In addition, the following rules shall apply:

- a. The Grounds may only be used between the hours of 12:00 p.m. and 10:00 10 p.m.;
- b. All activities and music on the Grounds must cease by 10:00 p.m.
- c. Decorating the Grounds in advance is advised. Decorations can be put up on the morning of the event, schedule permitting. Removal of all decorations is the responsibility of the FACILITY USER and any decorations left on the Grounds will result in a fine and the withholding of the security deposit. NO STAPLES, NAILS, PUSH PINS OR HOLES OF ANY KIND ALLOWED IN WALLS. The only tape allowed is blue painter's tape so as not to remove the paint.
- e. A facility pre-inspection and walk-through must be conducted by FACILITY USER with PARISH personnel - [REDACTED], who can be reached at [REDACTED] (cell) or [REDACTED] (home).
- f. Clean up of the Grounds must be completed at the end of the event. Failure to do so will result in forfeiting of damage deposit
- g. FACILITY USER understands and agrees that the GROUNDS OR Hall may not be used for any political campaigns
- h. There shall be no smoking at any time on the Grounds or on PARISH premises.

11. That FACILITY USER must pay a security deposit of \$250.00 which is intended to cover damage to PARISH buildings or property beyond reasonable wear and tear.

12. That FACILITY USER must designate a person responsible for any event or use to be conducted by FACILITY USER. The responsible person must be an adult over the age of 21, must be present for the duration of the event or function and shall be responsible for maintaining all rules and policies provided herein.

13. That FACILITY USER shall at all times comply with all applicable federal, state, city or county ordinances, codes or laws, including the applicable fire and safety codes and ordinances; that children shall not be allowed to run free throughout the PARISH buildings or property; that any use of rollerblades, roller skates, or skateboards on or inside the PARISH facilities and the PARISH grounds is prohibited; that any food items or beverages served in connection with the proposed use, and any refuse resulting from such use, including refuse on church grounds and parking lots, must be properly disposed of by FACILITY USER at the end of the event; and that any spills on PARISH property are to be cleaned up immediately. All refuse must be bagged, tied, and thrown in the dumpster. All restrooms must be kept clean, tidy, and free of garbage.

14. That FACILITY USER shall be responsible for any damage caused to PARISH property by any employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates of FACILITY USER, and shall reimburse PARISH and/or DIOCESE for the cost to repair said damage within five (5) days of presentation of a receipt for said repair costs. FACILITY USER shall also be responsible for the cost of any stolen property.

15. That FACILITY USER, contemporaneously with the signing of this Facility Use Agreement, shall (1) sign an Indemnity Agreement in favor of DIOCESE and PARISH, (2) provide a certificate of insurance to PARISH, which shall provide evidence of general liability coverage of not less than two million dollars (\$2,000,000.00) per occurrence, effective on the date(s) of proposed use, and (3) name PARISH and DIOCESE as "Additional Insureds" on its general liability policy for the DATE(S) OF FACILITY USAGE for any claims which arise out of FACILITY USER'S operations or for any claims that may be brought against PARISH OR DIOCESE by any employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates of FACILITY USER.

16. That the authorization or permission to use DIOCESE or PARISH property may be terminated at any time and shall be deemed terminated at the time that FACILITY USER'S use of the property discontinues; however, the representations, warranties and indemnity obligations contained herein shall survive termination of this Agreement.

17. That the undersigned representative of FACILITY USER has authority to execute this Agreement and represents and warrants that it has advised every member of the FACILITY USER of its contents.

18. That this Agreement may not be assigned by FACILITY USER to any other person or party without the express written consent of PARISH.

19. That this Agreement may not be changed or modified or amended in any way, except in writing, signed by both FACILITY USER and PARISH.


FACILITY USER (Must be an authorized agent)

2-12-16
Date

ST. MARIA GORETTI

Date

ATTACHMENT "A"

PAYMENT TERMS

RENTAL FEE

<u>Facility:</u>	<u>Fee For Registered and Contributing Parishioners</u>	<u>Fee for All Others</u>
Piper Hall	\$ 500 per day	\$ 650 per day
John XXIII Hall	\$ 150 per day <i>1150.00</i>	\$ 250 per day

JM
In addition, a \$250.00 security deposit, which shall be held pursuant to the terms of the Facility Use Agreement, and refunded within ten (10) days after the event has taken place, provided the terms of this Agreement have been met and there are no repair costs or other fees that have been assessed as a result of the use.

A deposit of 50% (\$ _____) is required in order to reserve the facility on the date of the event.

DATE PAID: _____

TOTAL DUE *2/29/16* 30 days prior to event: \$ 50.00

The rental of any additional items, such as tables, chairs, heaters and/or canopies, if agreed to be rented by PARISH, will be charged per item, and the fee for such additional item rental will be agreed to by the parties in advance of their use.

TERMS

In order to hold the above date, FACILITY USER shall pay PARISH an initial deposit equal to 50% of rental fee. On a date that is no later than thirty (30) days prior to the date of the proposed use, FACILITY USER shall pay PARISH the entire remaining amount of the Rental Fee owed to PARISH. In the event that FACILITY USER does not pay PARISH the entire remaining amount of the Rental Fee on or before 30 days prior to the date of the proposed use, PARISH shall have the right, in its sole discretion, to cancel the Facility Use Agreement. In the event that PARISH cancels this Agreement, the initial deposit will not be refunded.

All fees, including the initial deposit, shall be paid in the form of a check, cashier's check, or money order, made payable to St. Maria Goretti Roman Catholic Church.

If this Facility Use Agreement is cancelled by FACILITY USER for any reason more than 3 months prior to the actual rental date, the entire amount of the initial deposit will be refunded to FACILITY USER. If this Facility Use Agreement is cancelled by FACILITY USER for any reason between 1 and 3 months prior to the actual rental date, one-half of the initial deposit will be refunded to FACILITY USER. If this Facility Use Agreement is cancelled by FACILITY USER for any reason within 1 month of the actual rental date, the entire initial deposit will not be refunded. If this Facility Use Agreement is cancelled by FACILITY USER for any reason within two weeks of the actual rental date, the entire initial deposit and one-half of the Rental Fee then paid will not be refunded.

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NOTICE OF CITY COUNCIL HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Scottsdale, Arizona, will hold a public hearing on August 28, 2017, at 5:00 PM in the City Hall Room, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

08-28-2017 (Scottsdale Fashion Square Mall) Request by owner for a Zoning District Map Amendment on a +- 66-acre site from Downtown Regional Commercial Office - Type 2, Planned Block Development, Downtown Overlay (D/DRU-2 PBD DO) to Downtown/Downtown Regional Use - Type 2, Planned Block Development, Downtown Overlay (D/DRU-2 PBD DO) and approval of a Development Plan with building height up to 150 feet, located on the northeast corner of Camelback Road and Scottsdale Road (6900, 7000, 7003, 7014, 7032, 7102, 7150, 7055 E. Camelback Road, 4640 N. Goldwater Blvd., 7000 E. Via Solari Drive, 4710, 4600, 4510, 4610, 4525, 4700, 4720 N. Scottsdale Road, and 7001 E. Highland Avenue). Staff contact person is Bryan Chaff, 480-312-2258. Applicant contact person is John Berry, 480-385-2727.

1-11-2016 (Scottsdale Fashion Square Mall) Request by owner for approval of a Downtown Infill Incentive District application over +- 1.8-acres of a +- 66-acre site with Downtown/Downtown Regional Use - Type 2, Planned Block Development, Downtown Overlay (D/DRU-2 PBD DO) zoning by approving a Development Plan and amendments to Property Development Standards of the Zoning Ordinance regarding the inclined stepback plan adjacent to the Downtown Boundary, specifically at the northeast corner of the Development Plan area located on the northwest corner of Camelback Road and Scottsdale Road. Staff contact person is Bryan Chaff, 480-312-2258. Applicant contact person is John Berry, 480-385-2727.

1-11-2017 (Scottsdale Discard Auto) Request by the applicant for a Conditional Use Permit for Vehicle Repair located at 1620 North 87th Street with Highway Commercial (C-3) zoning. Staff contact person is Jeff Barnes, 480-312-2376. Applicant contact person is Herbert Wagner, 480-745-6555.

3-11-2017 (101 Restaurant) Request by owner for a Conditional Use Permit for live entertainment on a +-19,042 square foot site with Highway Commercial (C-3) zoning located at 8740 E. Frank Lloyd Wright Blvd. Staff contact person is Keith Niederm, 480-312-2863. Applicant contact person is Mike Leary, 480-991-1111.

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard


ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

CHAIRMAN
Attest

For additional information visit our web site at www.scottsdaleaz.gov

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING THE CLERK'S OFFICE AT (480-312-2412). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8835) MAY CONTACT THE CLERK'S OFFICE AT (480-312-2412).



NOTICE OF CITY COUNCIL HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Scottsdale, Arizona, will hold a public hearing on August 28, 2017, at 5:00 PM in the City Hall Room, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

10-24-2016 (Granite Reef Townhomes) Request by owner for a Zoning District Map Amendment from Neighborhood Commercial (N-1) to Neighborhood Residential (R-3) zoning on a +-1.27-acre site located at 6340 & 6350 E. McDonald Drive. Staff contact person is Dan Syme, ACP, 480-312-4216. Applicant contact person is Alexander Schuchter, 480-947-8800.

8-22-2016 (Granite Reef Townhomes) Request by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 to change the land use designation from Commercial to Urban Neighborhoods on a +-1.27-acre site located at 6340 & 6350 E. McDonald Drive. Staff contact person is Dan Syme, ACP, 480-312-4216. Applicant contact person is Alexander Schuchter, 480-947-8800.

15-11-2015 (Majestic's Sports Grill) Request by owner for a Conditional Use Permit for a bar on a +-7,046 square foot site with Central Business District/Parking P-3 Downtown Overlay (C-2/P-3 DO) zoning located at 4425 N. Scottsdale Trail. Staff contact person is Greg Eisenberg, 480-312-4306. Applicant contact person is Ricky Hensley, 480-989-9999.

16-11-2016 (Majestic's Sports Grill) Request by owner for a Conditional Use Permit for live entertainment on a +-7,046 square foot site with Central Business District/Parking P-3 Downtown Overlay (C-2/P-3 DO) zoning located at 4425 N. Scottsdale Trail. Staff contact person is Greg Eisenberg, 480-312-4306. Applicant contact person is Ricky Hensley, 480-989-9999.

2-11-2016 (Majestic's Sports Grill) Request by owner for approval of twenty-one (21) in-lane parking credits for a business on 7,646 sq. ft. of a +-12,173-square foot site with Central Business District/Parking P-3 Downtown Overlay (C-2/P-3 DO) zoning located at 4425 N. Scottsdale Trail. Staff contact person is Greg Eisenberg, 480-312-4306. Applicant contact person is Ricky Hensley, 480-989-9999.

12-11-2012 (L'ovetra (aka Skyline) Renewellor) Request by owner for an amendment to an existing Conditional Use Permit for a bar, consisting of a change to the floor plan and addition of a patio, on a +-16,328 square-foot space located at 7240 E. Indian Plaza with Central Business District, Parking District, Downtown Overlay (C-2/P-3 DO and P-2 DO) zoning. Staff contact person is Greg Eisenberg, 480-312-4306. Applicant contact person is Bret Ryan, 480-985-8801.

01-11-1997 (L'ovetra (aka Skyline) Renewellor) Request by owner for an amendment to an existing Conditional Use Permit for live entertainment, consisting of a change to the floor plan and addition of a patio, on a +-16,328 square-foot space located at 7240 E. Indian Plaza with Central Business District, Parking District, Downtown Overlay (C-2/P-3 DO and P-2 DO) zoning. Staff contact person is Greg Eisenberg, 480-312-4306. Applicant contact person is Bret Ryan, 480-985-8801.

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

CHAIRMAN
Attest

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NOTICE OF PUBLIC HEARING TOWN OF PARADISE VALLEY
Notice is hereby given that the Town of Paradise Valley Planning Commission will hold a public hearing at 6:00 p.m. on Tuesday, July 25, 2017, at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 for: PUBLIC HEARING: Consideration of an application requesting a minor amendment to the Special Use Permit for the Ritz Carlton Resort to allow for improvements that include, but are not limited to, the addition of underground patios and the removal of sidewalks to Area B (Resort Related Luxury Homes). The subject property is located at 7000 E Lincoln Drive, generally boarded by Lincoln Drive to the south, Mockingbird Lane to the west, Indian Bend Road to the north and the City of Scottsdale to the east (Assessor's Parcel Numbers 172-58-62). If you have questions about this application please call the Community Development Department at (480) 348-3692. The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation. For further information about any of these matters please contact the Planning Department, 6401 E. Lincoln Drive, Paradise Valley, Arizona, 480-348-3692. All agendas are subject to change. Pub: July 8, 2017

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NOTICE OF PLANNING COMMISSION HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Scottsdale, Arizona, will hold a public hearing on July 26, 2017, at 5:00 P.M. in the City Hall Kiva, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

- 8-GP-2016** (Granite Reef Townhomes (aka Hudson East)) Request by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 to change the land use designation from Commercial to Urban Neighborhoods on a +/-1.27-acre site located at 8340 & 8350 E. McDonald Drive. Staff contact person is Dan Symer, AICP 480-312-4218. Applicant contact person is Alexandra Schuchter, 480-947-8800.
- 10-ZN-2016** (Granite Reef Townhomes (aka Hudson East)) Request by owner for a Zoning District Map Amendment from Neighborhood Commercial (C-1) to Multiple-family Residential (R-5) zoning on a +/-1.27-acre site located at 8340 & 8350 E. McDonald Drive. Staff contact person is Dan Symer, AICP, 480-312-4218. Applicant contact person is Alexandra Schuchter, 480-947-8800.
- 28-ZN-2016** (Wolf Springs Ranch) Request by owner for a Zoning District Map Amendment from Single-family Residential (R1-35) to Single-family Residential, Planned Residential Development (R1-18 PRD) zoning on a +/- 20-acre site located at 12475 N. 93rd St., 12435 N. 93rd St., 9320 E. Cactus Rd., 9350 E. Cactus Rd., 9370 E. Cactus Rd. and 9390 E. Cactus Rd. Staff contact person is Kelth Niederer, 480-312-2953. Applicant contact person is Shelby Duplessis, 602-679-4438.
- 1-UP-2017** (Scottsdale Discount Auto) Request by the applicant for a Conditional Use Permit for Vehicle Repair located at 1620 North 87th Street with Highway Commercial (C-3) zoning. Staff contact person is Jeff Barnes, 480-312-2376. Applicant contact person is Herbert Wagner, 480-745-9555.
- 3-UP-2017** (101 Restaurant) Request by owner for a Conditional Use Permit for live entertainment on a +/-3.11-acre site with Highway Commercial (C-3) zoning located at 8740 E Frank Lloyd Wright Blvd. Staff contact person is Kelth Niederer, 480-312-2953. Applicant contact person is Mike Leary, 480-991-1111.
- 80-ZN-1983#3** (Escondido Manor Zoning Amendment) Request by owner to amend the Development Standards and Stipulations of Case 60-ZN-1983#2 to allow for a second-story addition to the existing home on Lot 10 of Escondido Manor with Single-Family Residential Planned Residential Development (R1-7 PRD) zoning, located at 12768 N. Windrose Drive. Staff contact person is Jeff Barnes, 480-312-2376. Applicant contact person is Corey Sheen, 480-521-6926.

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard
Online at: <http://www.ScottsdaleAZ.gov/Boards/planning-commission>

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

CHAIRMAN

Attest
Alex Acevedo
Planning Specialist

NOTICE OF PUBLIC HEARING TOWN OF PARADISE VALLEY

PUBLIC NOTICE IS HEREBY GIVEN that the Planning Commission of the Town of Paradise Valley will hold a Public Hearing at 6:00 p.m. on Tuesday, July 25, 2017 at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253, pursuant to A.R.S. §9-462.04 to receive public comment on issues or concerns that affected landowners or others may have with proposed amendments to Article XI, Special Uses and Additional Use Regulations, and Article XII, Personal Wireless Service Facilities, of the Town Zoning Ordinance.

In summary, the sections of the Town Zoning Ordinance to be amended include:

Article XI. Special Uses and Additional Use Regulations

- Section 1101. General Purpose; Applicability.
- Section 1103. Conditional Uses.
- Section 1103.1. Nature of Conditional Use Permit.
- Section 1103.2. Uses Permitted.
- Section 1103.3. Application for Conditional Use Permit.
- Section 1103.4. Authority of Planning Commission; required findings.
- Section 1103.5. Revocation of Conditional Use Permits.
- Section 1103.6. Notice and Hearings.
- Section 1103.7. Appeals.

Article XII. Personal Wireless Service Facilities

- Sections 1201 thru 1212.

Other related amendments of the Town of Paradise Valley Zoning Ordinance and Town Code may be considered as a result of the public hearing process. If you have questions about this meeting please call the Community Development Department at (480) 348-3693.

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation. For further information about any of these matters please contact the Planning Department, 6401 E. Lincoln Drive, Paradise Valley, Arizona, 480-348 3693.



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Catherine Reagor, azcentral.com real estate columnist.

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6830	6830	6830
Public Notices	Public Notices	Public Notices
<p>Public Notices</p> <p>To view public notices online please visit publicnotices.azcentral.com</p> <p>6830</p> <p>Public Notices</p> <p>NOTICE OF PUBLIC HEARING TOWN OF PARADISE VALLEY BOARD OF ADJUSTMENT</p> <p>Notice is hereby given that the Town of Paradise Valley Board of Adjustment will hold a work session and a public hearing at 5:30 p.m. on Wednesday, April 12, 2017 at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 for: PUBLIC HEARING: Consideration of an application of appeal for relief from the ruling of the Town Zoning Administrator regarding the application by TMS Ventures, LLC for Hillside Building Committee Review for the Property located at 5507 E. San Miguel Ave (Assessor's Parcel Number: 172-47-078D). The applicant is appealing the decision of the Zoning Administrator that would allow the TMS Ventures, LLC Hillside Building Committee application to be processed "at risk during the pending litigation regarding the Property."</p> <p>If you have questions about this application, please call the Planning Department at (480) 348-3692.</p> <p>The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation. For further information about any of these matters please contact the Planning Department, 6401 E. Lincoln Drive, Paradise Valley, Arizona, 480-348-3693.</p> <p>Pub: Mar 25, 2017</p>	<p>Public Notices</p> <p>TOWN OF CAREFREE PUBLIC NOTICE REQUEST FOR PROPOSALS RFP No. 17-001</p> <p>Redevelopment of a High Traffic Commercially Zoned Site located along Cave Creek Road and adjacent to the iconic Carefree Sundial within the Town's Central Business District.</p> <p>NOTICE IS HEREBY GIVEN that the Town of Carefree will receive sealed proposals for the redevelopment of a highly visible commercial property located within Carefree's central business district with the intended development of a well branded restaurant concept.</p> <p>The Town plans to enter into an agreement with the most qualified team that demonstrates knowledge, experience, organization and financial ability to implement such development.</p> <p>A pre-proposal conference will be held at the site on Monday, April 10, 2017 at 2:00 p.m. The Town will accept sealed proposals on or before 4:30 p.m. (MST) on Monday, May 1, 2017 at Town Administration, 8 Sundial Circle, Carefree, AZ 85377. No offers will be accepted after the date and time specified.</p> <p>The proposal documents may be obtained from the address stated above, or by contacting the Town of Carefree at 480.488.3686 and visiting Carefree.org. Each proposal shall be in accordance with specifications and instructions contained therein.</p> <p>The Town of Carefree reserves the right to accept or reject any or all offers and to waive informalities.</p> <p>Town of Carefree P.O. Box 740 Carefree, AZ 85377</p> <p>Pub: March 25, 2017</p>	<p>Public Notices</p> <p>6830</p> <p>Public Notices</p> <p>6830</p> <p>Public Notices</p> <p>6830</p> <p>Public Notices</p>

YOUR ROAD MAP TO ALL THINGS CARS

Whether you're buying or selling a vehicle, or just have a thing for engines, *The Arizona Republic's* Cars.com section is for you. Get your wheels turning with exciting savings on all brands, makes and models, in addition to helpful consumer reviews and engaging blogs.

The Arizona Republic's Cars.com section is the Valley's one-stop shop for used and new auto needs.

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PART OF THE USA TODAY NETWORK

WEEKLY SPECIALS FROM THE VALLEY'S BEST DEALERS EVERY SATURDAY

ARE BETTER

serve your family's needs and expertly-trained, use your mind with a assessment.

ENDORSED BY *Lorraine Castro*

FOR ORS

ment's notice.

cars.com/eastvalleyaz

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NOTICE OF PLANNING COMMISSION HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Scottsdale, Arizona, will hold a public hearing on April 12, 2017, at 5:00 P.M. in the City Hall Kiva, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

8-GP-2016 (Hudson East) Request by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 to change the land use designation from Commercial to Urban Neighborhoods on a +/-1.27-acre site located at 8340 & 8350 E. McDonald Drive. Staff contact person is Dan Symer, AICP, 480-312-4218. Applicant contact person is Alexandra Schuchter, 480-947-8800.

10-ZN-2016 (Hudson East) Request by owner for a Zoning District Map Amendment from Neighborhood Commercial (C-1) to Multiple-family Residential (R-5) zoning on a +/-1.27-acre site located at 8340 & 8350 E. McDonald Drive. Staff contact person is Dan Symer, AICP, 480-312-4218. Applicant contact person is Alexandra Schuchter, 480-947-8800.

1-ZN-2017 (BCA 77, LLC) Request by owner for a Zoning District Map Amendment from Industrial Park (I-1) to General Commercial District (C-4) zoning, on a +/-1.05-acre site located at 7995 E. Paradise Lane. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Alexandra Schuchter, 480-947-8800.

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard
Online at: <http://www.ScottsdaleAZ.gov/Boards/planning-commission>

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

CHAIRMAN
Attest
Lorraine Castro
Planning Specialist

For additional information visit our web site at www.scottsdaleaz.gov

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING LORRAINE CASTRO (480-312-7620). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT LORRAINE CASTRO (480-312-7620).



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 8340 E. McDONALD DR
- b. County Tax Assessor's Parcel Number: 174-12-0015 & 174-12-0017
- c. General Location: McDONALD DR & GRANITE DEEP RD
- d. Parcel Size: 1.26 ACRES
- e. Legal Description: SEE ATTACHED

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

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

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

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

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

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

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

Name (printed)	Date	Signature
XXXXXXXXXXXXXXXXXXXX <u>Alexandra Schuelster</u>	8/15 <u>8/15</u> , 20 <u>16</u>	
_____	_____, 20__	_____
_____	_____, 20__	_____

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7

8-GP-2016
8/23/16



Affidavit of Posting

Required: Signed, Notarized originals.

Recommended: E-mail copy to your project coordinator.

Project Under Consideration Sign (White)

Public Hearing Notice Sign (Red)

8-GP-2016 & 10-ZN-2016

Case Number: _____

Project Name: Hudson East

Location: 8340 E McDonald Dr

Site Posting Date: 6/30/17; Updated 8/10/17

Applicant Name: Alexandra Schuchter

Sign Company Name: Dynamite Signs

Phone Number: 480-585-3031

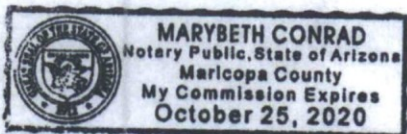
I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

Meghan Higgett
Applicant Signature

8/10/17
Date

Return completed original notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal.

Acknowledged before me this the 10th day of August 2017



Marybeth Conrad
Notary Public

My commission expires: 10-25-20

City of Scottsdale -- Current Planning Division

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



City of Scottsdale
PUBLIC NOTICE

ZONING/PUBLIC HEARINGS

City Hall, Kiva
3939 N. Drinkwater Boulevard
<https://eservices.scottsdaleaz.gov/bldgresources/Cases>

PLANNING COMMISSION: 5:00 P.M., 7/26/2017
CITY COUNCIL: 5:00 P.M., 8/28/2017

REQUEST: by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 to change the land use designation from Commercial to Urban Neighborhoods and for a Zoning District Map Amendment from Neighborhood Commercial (C-1) to Multi-family Residential (R-5) zoning on a +/-1.27-acre site.

LOCATION: 8340 & 8350 E. McDonald Drive

Updated
Posting
Date:
6/29/17
8/10/17

Case Number: 8-GP-2016 & 10-ZN-2016

Applicant Contact:

City Contact:

Alexandra Schuchter 480-947-8800
Alexandra@dpcrc.com

Dan Symer, AICP 480-312-4218
dsymer@scottsdaleaz.gov

Case File Available at City of Scottsdale 480-312-7000

Project information may be researched at: <https://eservices.scottsdaleaz.gov/bldgresources/Cases>
Penalty for removing or defacing sign prior to date of last hearing - Applicant Responsible for Sign Removal

8/11/17 15:26:48



Affidavit of Posting

Required: Signed, Notarized originals.
Recommended: E-mail copy to your project coordinator.

Project Under Consideration Sign (White)

Public Hearing Notice Sign (Red)

8-GP-2016 & 10-ZN-2016

Case Number:

Project Name:

Hudson East

Location:

8340 E McDonald Dr

Site Posting Date:

June 30, 2017

Applicant Name:

Alexandra Schuchter

Sign Company Name:

Dynamite Signs

Phone Number:

480-585-3031

I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

Meghan Ruggert
Applicant Signature

6/30/17
Date

Return completed original notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal.

Acknowledged before me this the 30th day of June 2017



MaryBeth Conrad
Notary Public

My commission expires: 10-25-20

City of Scottsdale -- Current Planning Division

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



City of Scottsdale
PUBLIC NOTICE

ZONING/PUBLIC HEARINGS

City Hall, Kiva
3939 N. Drinkwater Boulevard
<https://eservices.scottsdaleaz.gov/bldgresources/Cases>

PLANNING COMMISSION: 5:00 P.M., 7/26/2017
CITY COUNCIL: 5:00 P.M., TBD

REQUEST: by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 to change the land use designation from Commercial to Urban Neighborhoods and for a Zoning District Map Amendment from Neighborhood Commercial (C-1) to Multi-family Residential (R-5) zoning on a +/-1.27-acre site.

LOCATION: 8340 & 8350 E. McDonald Drive

Posting
Date:
6/30/17

Case Number: 8-GP-2016 & 10-ZN-2016

Applicant Contact: Alexandra Schuchter 480-947-8800
Alexandra@dpcrc.com

City Contact: Dan Symer, AICP 480-312-4218
dsymer@scottsdaleaz.gov

Case File Available at City of Scottsdale 480-312-7620

Project information may be researched at: <https://eservices.scottsdaleaz.gov/bldgresources/Cases>
Penalty for removing or defacing sign prior to date of last hearing: Applicant Responsible for Sign Removal

6/30/17 11:36:09



Affidavit of Posting

Required: Signed, Notarized originals.
Recommended: E-mail copy to your project coordinator.

Project Under Consideration Sign (White)

Public Hearing Notice Sign (Red)

8-GP-2016 & 10-ZN-2016

Case Number:

Project Name:

Location:

Site Posting Date:

Applicant Name:

Hudson East

8340 E McDonald Dr

June 30, 2017

Alexandra Schuchter

Sign Company Name:

Phone Number:

Dynamite Signs

480-585-3031

I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

Meghan Kuggett
Applicant Signature

6/30/17
Date

Return completed original notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal.

Acknowledged before me this the 30th day of June 2017



MaryBeth Conrad
Notary Public

My commission expires: 10-25-20

City of Scottsdale -- Current Planning Division

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



City of Scottsdale
PUBLIC NOTICE

ZONING/PUBLIC HEARINGS

City Hall, Kiva
3939 N. Drinkwater Boulevard
<https://eservices.scottsdaleaz.gov/bldgresources/Cases>

PLANNING COMMISSION: 5:00 P.M., 7/26/2017

CITY COUNCIL: 5:00 P.M., TBD

REQUEST: by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 to change the land use designation from Commercial to Urban Neighborhoods and for a Zoning District Map Amendment from Neighborhood Commercial (C-1) to Multi-family Residential (R-5) zoning on a +/-1.27-acre site.

LOCATION: 8340 & 8350 E. McDonald Drive

Posting
Date:
6/30/17

Case Number: 8-GP-2016 & 10-ZN-2016

Applicant Contact: Alexandra Schuchter 480-947-8800
Alexandra@dpcrc.com

City Contact: Dan Symer, AICP 480-312-4218
dsymer@scottsdaleaz.gov

Case File Available at City of Scottsdale 480-312-7100

6/30/17 11:36:09

Project information may be researched at: <https://eservices.scottsdaleaz.gov/bldgresources/Cases>
Penalty for removing or defacing sign prior to date of last hearing. Applicant Responsible for Sign Removal.



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

This request concerns all property identified in the development application.

Pre-application No: 728 - PA - 2016

Project Name: HUDSON EAST

Project Address: 8340 E. McDONALD DR

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: _____

Alexandra Schwchky

Print Name

[Handwritten Signature]

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

8-GP-2016
8/23/16

LEGAL DESCRIPTION

PARCEL NO.1 (174-12-001S):

THE EAST 340.00 FEET OF THE SOUTH 365.00 FEET AT THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECITON 12, TOWNSHIP 2 NORTH, RANGE 4 EAST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE EAST OF 265.00 FEET THEREOF.

PARCEL NO.2 (174-12-001T):

THE EAST 340.00 FEET OF THE SOUTH 365.00 FEET AT THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECITON 12, TOWNSHIP 2 NORTH, RANGE 4 EAST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE EAST OF 190.00 FEET; AND EXCEPT THE WEST 75.00 FEET.

8-GP-2016
8/23/16

LEGAL DESCRIPTION

PARCEL NO.1 (174-12-001S):

THE EAST 340.00 FEET OF THE SOUTH 365.00 FEET AT THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 4 EAST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE EAST OF 265.00 FEET THEREOF.

PARCEL NO.2 (174-12-001T):

THE EAST 340.00 FEET OF THE SOUTH 365.00 FEET AT THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 4 EAST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE EAST OF 190.00 FEET; AND EXCEPT THE WEST 75.00 FEET.

EXHIBIT A
LEGAL DESCRIPTION

PARCEL NO. 1: (Tax Parcel 174-12-001S)

The East 340.00 feet of the South 365.00 feet of the Southeast quarter of the Southwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 265.00 feet thereof.

PARCEL NO. 2: (Tax Parcel 174-12-001T)

The East 340.00 feet of the South 365.00 feet of the Southeast quarter of the Southwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 190.00 feet; and

EXCEPT the West 75.00 feet.



EXHIBIT A
LEGAL DESCRIPTION

PARCEL NO. 1: (Tax Parcel 174-12-001S)

The East 340.00 feet of the South 365.00 feet of the Southeast quarter of the Southwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 265.00 feet thereof.

PARCEL NO. 2: (Tax Parcel 174-12-001T)

The East 340.00 feet of the South 365.00 feet of the Southeast quarter of the Southwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 190.00 feet; and

EXCEPT the West 75.00 feet.



COMMITMENT FOR TITLE INSURANCE

Issued by Commonwealth Land Title Insurance Company



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

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

All liability and obligation under this Commitment shall cease and terminate 120 days after the Effective Date or when the policy or policies committed for shall issue, which first occurs, provided that the failure to issue this policy or policies is not the fault of the Company.

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

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and seated as required by its By-laws.

Commonwealth Land Title Insurance Company

Countersigned:

By: Natalie Bombardie
Authorized Officer or Agent



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

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the Proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the Proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named Proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements here; or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from coverage of the form of policy or policies committed for in favor of the Proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the 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. You may review a copy of the arbitration rules at <http://www.alta.org>.

ALTA Commitment - 6/17/06 - AZ

Form 1004-361

ORIGINAL

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AMERICAN
LAND TITLE
ASSOCIATION



8-GP-2016
12/28/16

DISCLOSURE NOTICES

Good Funds Law

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

PURCHASER DWELLING ACTIONS NOTICE

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

NOTICE:

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

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

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

you are accepting and agreeing to the terms of this Privacy Notice.

the contact information provided at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

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

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

Types of Information Collected

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

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

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

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

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

How Information is Collected

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

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

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

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and

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

Use of Collected Information

Information collected by FNF is used for three main purposes:

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

When We Share Information

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

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

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

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

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

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or

for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

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

Security And Retention Of Information

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

Information From Children

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

Privacy Outside the Website

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

International Users

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

Do Not Track Disclosures

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

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;

- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

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

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

Access and Correction

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

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

Your Consent To This Privacy Notice

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

Contact FNF

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

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

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EFFECTIVE AS OF APRIL 1, 2016

Escrow Officer: **Becky Nisbet**
Commonwealth Land Title Insurance Company
2398 E. Camelback Road, Suite 230
Phoenix, AZ 85016

COMMITMENT FOR TITLE INSURANCE
Issued by
Commonwealth Land Title Insurance Company

SCHEDULE A

1. Effective Date: **December 1, 2016** at 7:30 a.m. File No.: **16000373-040-BN1**
2. Policy or Policies to be issued: **ALTA 2006 Extended Owner's Policy**
- Proposed Insured: **TO BE DETERMINED**
- Liability: **\$0.00**
- Policy or Policies to be issued: **None**
- Proposed Insured:
- Liability: **\$0.00**
- Policy or Policies to be issued: **None**
- Proposed Insured:
- Liability: **\$0.00**
3. The estate or interest in the land described or referred to in the Commitment and covered herein is **A FEE**.
4. Title to the said estate or interest in said land is at the Effective Date hereof vested in:
- HUDSON EAST, LLC, a Delaware limited liability company**
5. The land referred to in this Commitment is situated in the County of Maricopa, State of ARIZONA, and is described as follows:
- As fully set forth on "Exhibit A" attached hereto and by this reference incorporated herein.**

Title Officer: **Shawn Arnold/**
Typist: **a98**
Amended: **December 13, 2016 No. 2**

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EXHIBIT A
LEGAL DESCRIPTION

PARCEL NO. 1: (Tax Parcel 174-12-001S)

The East 340.00 feet of the South 365.00 feet of the Southeast quarter of the Southwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 265.00 feet thereof.

PARCEL NO. 2: (Tax Parcel 174-12-001T)

The East 340.00 feet of the South 365.00 feet of the Southeast quarter of the Southwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 190.00 feet; and

EXCEPT the West 75.00 feet.

SCHEDULE B – SECTION I REQUIREMENTS

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the Recorder of the County in which said property is located.

1. Payment of real property taxes and assessments for the year 2015, delinquent, plus interest and penalty.
2. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
3. Furnish a plat of a ALTA/NSPS Land Title Survey. If the owner of subject property is in possession of a current ALTA/NSPS Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 through 11, 16, 19, and 20 from Table A thereof.

Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Commonwealth Land Title Insurance Company.

4. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): HUDSON EAST, LLC, a Delaware limited liability company

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

5. The name(s) of the proposed insured(s) was not furnished with the application for title insurance. Please provide the name(s) of the buyer(s) as soon as possible.

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

SCHEDULE B – Section I
(Continued)

6. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: HUDSON EAST, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

7. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$850,000.00
 Dated: July 21, 2015
 Trustor/Grantor: Hudson East, LLC, a Delaware limited liability company
 Trustee: Lawyers Title of Arizona, Inc., an Arizona corporation
 Beneficiary: Bruce Salamone and Jami Salamone, husband and wife, as community property with rights of survivorship, as to an undivided 5% interest; Steven M. Belsito, an unmarried man, as to an undivided 15% interest; Route 66 Auto care, LLC, an Arizona limited liability company, as to an undivided 24% interest; Dawn-Marie Callahan, as Trustee of the George Harold Pearson Bypass Trust Under Agreement dated May 31, 2003, as to an undivided 23% interest; Gary B. Meisner and Laurie G. Meisner, as Trustees of the Gary B. Meisner and Laurie G. Meisner Revocable Trust dated March 22, 2007, as to an undivided 27% interest; and James Harder and Ann Harder, husband and wife, as community property with rights of survivorship, as to an undivided 6% interest

Loan No. Not set Out
 Recording Date: August 18, 201
 Recording No: 20150598046

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

Type of deed: Warranty
 Grantor(s): Hudson East, LLC, a Delaware limited liability company
 Grantee(s): To Be Determined

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

SCHEDULE B – Section I
(Continued)

9. Payment of taxes for the first half of the year 2016, delinquent, plus interest and penalties, if any.

Tax Note:

Year:	2015
Tax Parcel No:	174-12-001S
Total Tax:	\$8,890.64
First Installment Amount:	\$4,445.32, delinquent, plus interest and penalties
Second Installment Amount:	\$4,445.32, delinquent, plus interest and penalties
Affects:	Parcel No. 1

Tax Note:

Year:	2015
Tax Parcel No:	174-12-001T
Total Tax:	\$8,736.94
First Installment Amount:	\$4,368.47, delinquent, plus interest and penalties
Second Installment Amount:	\$4,368.47, delinquent, plus interest and penalties
Affects:	Parcel No. 2

Tax Note:

Year:	2016
Tax Parcel No:	174-12-001S
Total Tax:	\$9,088.10
First Installment Amount:	\$4,544.05, delinquent, plus interest and penalties
Second Installment Amount:	\$4,544.05
Affects:	Parcel No. 1

Tax Note:

Year:	2016
Tax Parcel No:	174-12-001T
Total Tax:	\$7,534.10
First Installment Amount:	\$3,767.05, delinquent, plus interest and penalties
Second Installment Amount:	\$3,767.05
Affects:	Parcel No. 2

END OF SCHEDULE B – SECTION I

SCHEDULE B – SECTION II EXCEPTIONS

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

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

1. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2016 Taxes.

2. The liabilities and obligations imposed upon said Land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purposes of obtaining water rights for said Land.

3. Reservations contained in the Patent

From: The United States of America
Recording Date: September 18, 1894
Recording No: Book 36 of Deeds, page 605

Which among other things recites as follows:

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

4. Water rights, claims or title to water, whether or not disclosed by the public records.

5. Rights of the public in and to that portion of the herein described Land as shown on the

Map/Plat: Road Maps
Recording No: Book 2, page 15
Affects: said land more particularly described therein

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

Granted to: Maricopa County
Purpose: road or highway
Recording Date: October 7, 1959
Recording No: Docket 3018, page 133
Affects: said land more particularly described therein

SCHEDULE B – Section II
(Continued)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Maricopa County
Purpose: road or highway
Recording Date: October 7, 1959
Recording No: Docket 3018, page 135
Affects: said land more particularly described therein

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

Granted to: City of Scottsdale
Purpose: road or highway
Recording Date: November 17, 1965
Recording No: Docket 5806, page 369
Affects: said land more particularly described therein

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

Granted to: City of Scottsdale
Purpose: road or highway
Recording Date: November 17, 1965
Recording No: Docket 5806, page 370
Affects: said land more particularly described therein

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Scottsdale
Purpose: road or highway and public utilities
Recording Date: March 18, 1971
Recording No: Docket 8585, page 928
Affects: said land more particularly described therein (Parcel No. 1 only)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Salt River Project Agricultural Improvement and Power District
Purpose: overhead and underground power
Recording Date: August 6, 1971
Recording No: Docket 8868, page 224
Affects: said land more particularly described therein

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Salt River Project Agricultural Improvement and Power District
Purpose: underground power
Recording Date: March 23, 1973
Recording No: Docket 10058, page 100
Re-Recording Date: January 7, 1981
Re-Recording No: Docket 14941, page 1231
Affects: said land more particularly described therein (Parcel No. 2 only)

SCHEDULE B – Section II
(Continued)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Salt River Project Agricultural Improvement and Power District
 Purpose: underground power
 Recording Date: May 1, 1973
 Recording No: Docket 10115, page 1000
 Affects: said land more particularly described therein (Parcel No. 2 only)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Salt River Project Agricultural Improvement and Power District
 Purpose: underground power
 Recording Date: May 1, 1973
 Recording No: Docket 10115, page 1001
 Affects: said land more particularly described therein (Parcel No. 1 only)

15. Matters contained in that certain document

Entitled: Party Wall Agreement
 Recording Date: October 3, 1973
 Recording No: Docket 10338, page 580

Reference is hereby made to said document for full particulars.

16. Matters contained in that certain document

Entitled: Agreement
 Dated: October 1, 1973
 Executed by: City of Scottsdale, Arizona and Larry Clark
 Recording Date: October 3, 1973
 Recording No: Docket 10338, page 602

(Affects Parcel No. 2 only)

Reference is hereby made to said document for full particulars.

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Scottsdale
 Purpose: underground utilities
 Recording Date: February 9, 1978
 Recording No: Docket 12708, page 334
 Affects: said land more particularly described therein (Parcel No. 2 only)

**SCHEDULE B – Section II
(Continued)**

18. Matters contained in that certain document

Entitled: Grant of Easement
Dated: April 2, 2002
Executed by: Daniel E. Harkins and CoxCom Inc., d/b/a Cox Communications Phoenix
Recording Date: October 17, 2002
Recording No: 2002-1077055

(Affects Parcel No. 2 only)

Reference is hereby made to said document for full particulars.

19. Matters shown on the Record of Survey:

Recorded: August 7, 2014 in Book 1197 of Maps, page 10

20. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
21. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.
22. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF SCHEDULE B – SECTION II

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

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.

3. Title Risks:

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

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR

- in streets, alleys, or waterways that touch your land

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

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

insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

EXCEPTIONS FROM COVERAGE

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

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

**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.

**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.

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. 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.

**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;

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.

(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.

**ATTACHMENT ONE
(CONTINUED)**

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

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

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

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

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

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

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

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

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

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

4. Risks:

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

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

c. that result in no loss to You; or

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

5. Failure to pay value for Your Title.

6. Lack of a right:

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

b. in streets, alleys, or waterways that touch the Land.

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

LIMITATIONS ON COVERED RISKS

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - 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.

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

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.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;

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

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

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

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

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

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

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

(a) The time of the advance; or

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (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.



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

This request concerns all property identified in the development application.

Pre-application No: 8 ^{GP} - ~~PA~~ 2016
Project Name: GRANITE REEF TOWNHOUSES
Project Address: B340 & 9350 E. McDONALD DR

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: Alexandra Schwechter
Print Name
[Signature]
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

8-GP-2016
12/28/16

Rev. 9/2012



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 8340 & 8350 E. McDONALD DR
- b. County Tax Assessor's Parcel Number: 174-12-0018, 174-12-001 T
- c. General Location: McDONALD & GRANITE BEEF
- d. Parcel Size: 1.26 ACRES
- e. Legal Description: SEE ATTACHED

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

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

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

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

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

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

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

Name (printed)

Date

Signature

Alexandra Schwelker 12/12, 2014

_____, 20__

_____, 20__

_____, 20__

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7

8-GP-2016

12/28/16