

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

Legal



DECLARATION OF CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: Al Fakih

PUBLIC BODY: DRB

DATE OF PUBLIC MEETING: 09-05-19 AGENDA ITEM NO.: 4

DESCRIPTION OF ITEM: 2 DR 2019

I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

enginer on the job

I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain: _____

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

[Signature]
Signature

09-05-19
Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.



**EXHIBIT A
LEGAL DESCRIPTION**

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

That part of the Northeast quarter of the Southeast quarter of Section 35, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as shown as "Not Part of this Subdivision" at the Northeast corner of the Plat of COX HEIGHTS UNIT FOUR AMENDED (Book 95 of Maps, Page 25, Records of Maricopa County, Arizona) and described as follows:

BEGINNING at the Northeast corner of Lot 541 as shown on the plat of said COX HEIGHTS UNIT FOUR AMENDED;
run thence South 0 degrees 07 minutes 25 seconds West, a distance of 104.65 feet to the Southeast corner of said Lot 541;
thence South 89 degrees 52 minutes 35 seconds East, a distance of 51.00 feet;
thence South 0 degrees 07 minutes 25 seconds West, a distance of 155.00 feet;
thence East, a distance of 32.71 feet to the Northeast corner of Lot 579 of said COX HEIGHTS UNIT FOUR AMENDED;
thence South 04 degrees 28 minutes 22 seconds East, a distance of 95.83 feet to the Southeast corner of said Lot 579;
thence along the arc of a curve to the right, the radius point of said curve bears South 04 degrees 28 minutes 22 seconds East from the last aforementioned point, said curve having a central angle of 04 degrees 28 minutes 22 seconds, a radius of 704.54 feet, a distance of 55.00 feet;
thence East, along the North right of way line of Monte Vista Road, a distance of 190.00 feet;
thence along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 15.00 feet, a distance of 23.56 feet;
thence North along the West right of way line of Hayden Road, a distance of 449.74 feet;
thence along the arc of a curve to the left, said curve having a central angle of 89 degrees 52 minutes 35 seconds, a radius of 15.03 feet, a distance of 23.58 feet;
thence North 89 degrees 52 minutes 35 seconds West along the South right of way line of Oak Street, a distance of 107.32 feet;
thence along the arc of a curve to the left, said curve having a central angle of 50 degrees 25 minutes 25 seconds, a radius of 166.93 feet, a distance of 146.95 feet;

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





EXHIBIT A
(Continued)

thence along the arc of a curve to the right, said curve having a central angle of 33 degrees 00 minutes 44 seconds, a radius of 210.54 feet, a distance of 121.31 feet to the POINT OF BEGINNING.

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Issued by
Pioneer Title Agency, Inc.

Order No. 76700754-067-LDP

EXHIBIT A
(Continued)

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FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

Page 3

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AMERICAN
LAND TITLE
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COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

7310 N. 16th Street Suite 250
Phoenix, AZ 85020
(602) 943-0184

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First National Title Insurance Company, a Texas corporation (the "Company"), shall issue a Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered into a contract for the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice, as shown in public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

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2-DR-2019

- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I—Requirements; and
 - Schedule B, Part II—Exceptions; and
 - a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

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- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

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SCHEDULE A

Transaction Identification Data for reference only:

Issuing Agent: Pioneer Title Agency, Inc.
Issuing Office: 7310 N. 16th Street, Suite 250, Phoenix, AZ 85020
Loan ID Number:
Issuing Office File Number: 76700754-067-LDP
Property Address: 2240 N. Hayden Road, Scottsdale, AZ 85257
Amendment Number:

1. Commitment Date: January 8, 2019 at 7:30 AM
2. Policy to be issued:
 - a. **ALTA Owner's Policy 6-17-06 (Standard Coverage)**
Proposed Insured: **City of Scottsdale, a municipal corporation**
Proposed Policy Amount: **\$2,392,067.00**
 - b. **None**
Proposed Insured:
Proposed Policy Amount: **\$0.00**
 - c. **None**
Proposed Insured:
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is (*Identify estate covered, i.e., fee, leasehold, etc.*)

FEE SIMPLE
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Cabana Hayden, LLC, an Arizona limited liability company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

Authorized Countersignature



FIRST NATIONAL TITLE INSURANCE COMPANY

By:
J. Christopher Phillips, President/CEO

Raymond Reese, Chief Financial Officer

Examined by: **Tim Shaffer**

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BEGINNING at the Northeast corner of Lot 541 as shown on the plat of said COX HEIGHTS UNIT FOUR AMENDED;
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thence South 0 degrees 07 minutes 25 seconds West, a distance of 155.00 feet;
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COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order No. 76700754-067-LDP

EXHIBIT A

(Continued)

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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. No open deeds of trust were found of record. Provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
6. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:

Cabana Hayden, LLC, an Arizona limited liability company
7. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

Cabana Hayden, LLC, an Arizona limited liability company

- or in lieu thereof

Furnish copy of No Operating Agreement Affidavit and Certificate of Resolution.

The right is reserved to make additional requirements upon examination of the above.

8. RECORD Deed from Cabana Hayden, LLC, an Arizona limited liability company to Proposed Insured Owner.

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

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SCHEDULE B, PART I

(Continued)

TAX NOTE:

Year	2018
Parcel No.	131-10-151
Total Tax	\$0.00
First Half	\$Paid
Second Half	\$Paid

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer
301 W. Jefferson
Phoenix, AZ 85003

Phone: (602) 506-8511
website: <http://treasurer.maricopa.gov/index.htm>

NOTE: The address of said land is purported to be: [2240 N. Hayden Road, Scottsdale, AZ 85257]

The Company assumes no liability as to the validity and/or accuracy of any such address. This information is provided solely for the convenience of, and at the request of the proposed insured lender herein.

Note: 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:

- **Print must be ten-point type (pica) or larger.**
- **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.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (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.
3. 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.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. 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.
6. (a) Unpatented 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.
7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching to the subsequent effective date hereof but prior to the date the proposed Insured acquires of records for value the estate or interest or mortgage thereon covered by this Public.

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SCHEDULE B, PART II

(Continued)

(Note: The above Exceptions Nos. 2 through 8, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

9. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2019

10. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.

11. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power Districts.

12. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in	Docket 5219, Page 52
Purpose	transmission line and appurtenant facilities

13. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in	Docket 5958, Page 3
Purpose	transmission line and appurtenant facilities

14. THE effect of Refusal to Sign Waiver of Right to Make Claim Under Proposition 207 recorded in Document No. 09-650036.

END OF SCHEDULE B, PART II

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





Privacy Policy Notice

PURPOSE OF THIS NOTICE

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

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

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

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

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

Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

Personal Information Collected

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

Links to Other Websites

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

Confidentiality and Security

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

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

Pioneer Title Agency, Inc.

When recorded, mail to:

76700661-3-2-1--

Yorkm

David Cisiewski, Esq.
Law Office of David Cisiewski, PLLC
11811 North Tatum Blvd.
Suite 1051
Phoenix, Arizona 85028

76700661 /aj

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, David Johnson, Trustee of ARIZONA CHRISTIAN MINISTRIES CHARITABLE TRUST dated May 21, 2002 ("Grantor"), does hereby convey to CABANA HAYDEN, LLC, an Arizona limited liability company ("Grantee"), the following described real property (the "Property") situated in Maricopa County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF


SUBJECT TO: current taxes and other current assessments; patent reservations; all covenants, conditions, restrictions, reservations, easements and declarations, encumbrances, liens, obligations, liabilities or other matters of record or to which reference is made in the public record; any and all facts, conditions, easements, encroachments, rights-of-way, or restrictions which a physical inspection, or accurate ALTA survey, of the Property would reveal; and the applicable zoning and use regulations of any municipality, county, state, or the United States affecting the Property;

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters set forth above.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 14th day of December, 2018.

GRANTOR

ARIZONA CHRISTIAN MINISTRIES
CHARITABLE TRUST, dated May 21,
2002

By: 
David Johnson, Trustee

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 14 day of December, 2018, by David Johnson, an authorized Trustee of the ARIZONA CHRISTIAN MINISTRIES CHARITABLE TRUST, for and on behalf thereof.

Jacqueline Bartholomew

Notary Public

My Commission Expires: *August 29, 2022*

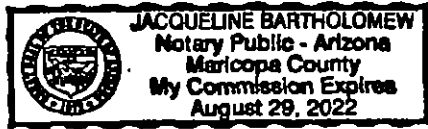


Exhibit "A"

That part of the Northeast quarter of the Southeast quarter of Section 35, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as shown as "Not Part of this Subdivision" at the Northeast corner of the Plat of COX HEIGHTS UNIT FOUR AMENDED (Book 95 of Maps, Page 25, Records of Maricopa County, Arizona) and described as follows:

BEGINNING at the Northeast corner of Lot 541 as shown on the plat of said COX HEIGHTS UNIT FOUR AMENDED;

run thence South 0 degrees 07 minutes 25 seconds West, a distance of 104.65 feet to the Southeast corner of said Lot 541;

thence South 89 degrees 52 minutes 35 seconds East, a distance of 51.00 feet;

thence South 0 degrees 07 minutes 25 seconds West, a distance of 155.00 feet;

thence East, a distance of 32.71 feet to the Northeast corner of Lot 579 of said COX HEIGHTS UNIT FOUR AMENDED;

thence South 04 degrees 28 minutes 22 seconds East, a distance of 95.83 feet to the Southeast corner of said Lot 579;

thence along the arc of a curve to the right, the radius point of said curve bears South 04 degrees 28 minutes 22 seconds East from the last aforementioned point, said curve having a central angle of 04 degrees 28 minutes 22 seconds, a radius of 704.54 feet, a distance of 55.00 feet;

thence East, along the North right of way line of Monte Vista Road, a distance of 190.00 feet;

thence along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 15.00 feet, a distance of 23.56 feet;

thence North along the West right of way line of Hayden Road, a distance of 449.74 feet;

thence along the arc of a curve to the left, said curve having a central angle of 89 degrees 52 minutes 35 seconds, a radius of 15.03 feet, a distance of 23.58 feet;

thence North 89 degrees 52 minutes 35 seconds West along the South right of way line of Oak Street, a distance of 107.32 feet;

thence along the arc of a curve to the left, said curve having a central angle of 50 degrees 25 minutes 25 seconds, a radius of 166.93 feet, a distance of 146.95 feet;

thence along the arc of a curve to the right, said curve having a central angle of 33 degrees 00 minutes 44 seconds, a radius of 210.54 feet, a distance of 121.31 feet to the POINT OF BEGINNING.

RETURN TO:
CITY OF SCOTTSDALE
7447 East Indian School Rd., Suite 100
Scottsdale, Arizona 85251

20284-2-1-1--
mcdevittr

**CAPTION HEADINGS:
REFUSAL TO SIGN WAIVER
OF RIGHT TO MAKE A CLAIM UNDER PROPOSITION 207**

**DO NOT REMOVE
THIS IS PART OF AN OFFICIAL DOCUMENT**

**REFUSAL TO SIGN WAIVER
OF RIGHT TO MAKE A CLAIM UNDER PROPOSITION 207**

I, Robert S. Bass, a Trustee of the Arizona Christian Ministriés Charitable Trust dated May 21, 2002, the undersigned, representing the fee title Owner of the property, Parcel No. 131-10-151, located at 2240 N. Hayden Road in Scottsdale, Maricopa County, Arizona, hereby acknowledge receipt of a "Waiver of Right to Make a Claim under Proposition 207" and, upon review and consideration, decline to sign said waiver.

Dated this 26 day of May, 2009.

By: Robert S. Bass
(Printed Name of Trustee)

By: 
(Signature of Trustee)

5219-52
EASEMENT

CENTRAL ASSOCIATION OF SOUTHERN BAPTISTS

for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, its successors and assigns, the right, easement and privilege of placing, erecting, constructing, repairing, re-placing, maintaining and using, a line of poles with wires suspended thereof and all necessary and proper guys, anchorage, crossarms, braces and other fixtures for use in connection therewith, over and across the following described property:

That part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and shown as "Not Part of this Subdivision" at the Northeast corner of the Plat of COX HEIGHTS UNIT FOUR AMENDED, Book 95 of Maps, page 25, records of Maricopa County, Arizona, and described as follows:

Beginning at the Northeast corner of Lot 541 as shown on the plat of said Cox Heights Unit Four Amended, run thence South 0 degrees 07 minutes 25 seconds West a distance of 104.05 feet to the Southeast corner of said Lot 541; thence South 89 degrees 52 minutes 35 seconds East, a distance of 51.00 feet, thence South 0 degrees 07 minutes 25 seconds West, a distance of 155.00 feet, thence East a distance of 32.71 feet to the Northeast corner of Lot 579 of said Cox Heights Unit Four Amended, thence South 4 degrees 26 minutes 22 seconds East, a distance of 95.83 feet to the Southeast corner of said Lot 579, thence along the arc of a curve to the right, the radius point of said curve bears South 4 degrees 28 minutes 22 seconds East from the last aforementioned point, said curve having a central angle of 4 degrees 28 minutes 22 seconds, a radius of 704.54 feet, a distance of 55.00 feet; thence East, along the North right of way line of Monte Vista Road, a distance of 190.00 feet; thence along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 15.00 feet, a distance of 23.56 feet, thence North along the West right of way line of Hayden Road, a distance of 449.74 feet, thence along the arc of a curve to the left, said curve having a central angle of 89 degrees 52 minutes 35 seconds, a radius of 15.03 feet, a distance of 23.58 feet; thence North 89 degrees 52 minutes 35 seconds West along the South right of way line of Oak Street, a distance of 107.32 feet; thence along the arc of a curve to the left, said curve having a central angle of 50 degrees 25 minutes 25 seconds, a radius of 106.93 feet, a distance of 146.95 feet; thence along the arc of a curve to the right said curve having a central angle of 33 degrees 00 minutes 44 seconds, a radius of 210.54 feet, a distance of 121.31 feet to the point of beginning.

The center line of said easement more particularly described as follows (using as a base the East line of the Northeast Quarter of the Southeast Quarter of said Section 35, with an assumed bearing of South):

Commencing at a point on the East line of said Section 35 a distance of 263 feet South of the East Quarter corner thereof, thence North 89 degrees 54 minutes West a distance of 208.5 feet to the True Point of Beginning of the easement herein described, thence continuing North 85 degrees 54 minutes West a distance of 25 feet to a point. (from said point a down guy and anchor extends South 0 degrees 06 minutes West a distance of 25 feet) also from said point continue North 89 degrees 54 minutes West a distance of 183 feet; also from said point run North 0 degrees 06 minutes East a distance of 188 feet to a point.

together with the right of ingress and egress to permit the economical operation and maintenance of said transmission line and together with the right to permit the attachment of the wires and fixtures of any other company.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right of way, so as to prevent the same from interfering with the efficient maintenance and operation of said transmission line.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

IN WITNESS WHEREOF

has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized, this day of August, 1964.

James H. Gools
President
Lester E. Nicholson
Secretary

Unaffixed Document

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 4th day of August, 1964, before me Margaret Mackey the undersigned officer, personally appeared Jim H. Gools and Lester E. Nicholson who acknowledged themselves to be the President and Secretary respectively of the CENTRAL ASSOCIATION OF SOUTHERN BAPTISTS, an Arizona corporation and that they as such officers respectively being authorized so to do, executed the same for the purpose therein contained by signing the name of said corporation by themselves as such officers respectively. In witness whereof I have hereunto set my hand and official seal

Margaret Mackey
Notary Public

My Commission expires:

15, 1966

178380

OK-MISC

County of Maricopa
I certify that the
and the

SEP 15 84 AM 80

52-53
OFFICIAL
RECORDED

By *[Signature]*
Deputy Recorder

1.50

EASEMENT

CENTRAL ASSOCIATION OF SOUTHERN BAPTISTS for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, its successors and assigns, the right, easement and privilege of placing, erecting, constructing, repairing, replacing, maintaining and using, a line of poles with wires suspended thereon and all necessary and proper guys, anchorage, crossarms, braces and other fixtures for use in connection therewith, over and across the following described property:

That part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and shown as "Not Part of this Subdivision" at the Northeast corner of the Plat of COX HEIGHTS UNIT FOUR AMENDED, Book 95 of Maps, page 25, records of Maricopa County, Arizona, and described as follows:

Beginning at the Northeast corner of Lot 541 as shown on the plat of said Cox Heights Unit Four Amended; run thence South 0 degrees 07 minutes 25 seconds West a distance of 104.65 feet to the Southeast corner of said Lot 541; thence South 89 degrees 52 minutes 35 seconds East, a distance of 51.00 feet; thence South 0 degrees 07 minutes 25 seconds West, a distance of 155.00 feet; thence East a distance of 32.71 feet to the Northeast corner of Lot 579 of said Cox Heights Unit Four Amended; thence South 4 degrees 28 minutes 22 seconds East, a distance of 95.83 feet to the Southeast corner of said Lot 579; thence along the arc of a curve to the right, the radius point of said curve bears South 4 degrees 28 minutes 22 seconds East from the last aforementioned point, said curve having a central angle of 4 degrees 28 minutes 22 seconds, a radius of 704.54 feet, a distance of 55.00 feet; thence East, along the North right of way line of Monte Vista Road, a distance of 190.00 feet; thence along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 15.00 feet, a distance of 23.56 feet; thence North along the West right of way line of Hayden Road, a distance of 449.74 feet; thence along the arc of a curve to the left, said curve having a central angle of 89 degrees 52 minutes 35 seconds, a radius of 15.03 feet, a distance of 23.58 feet; thence North 89 degrees 52 minutes 35 seconds West along the South right of way line of Oak Street, a distance of 107.32 feet; thence along the arc of a curve to the left, said curve having a central angle of 50 degrees 25 minutes 25 seconds, a radius of 166.93 feet, a distance of 146.95 feet; thence along the arc of a curve to the right said curve having a central angle of 33 degrees 00 minutes 44 seconds, a radius of 210.54 feet, a distance of 121.31 feet to the point of beginning.

The centerline of said easement more particularly described as follows:
(Using as a base the North line of said Southeast quarter with an assumed bearing of West.)

Beginning at a point on said North line which is 230.5 feet West of the East Quarter corner of said Section 35; thence South 0 degrees 26 minutes 30 seconds West a distance of 140.4 feet to a point. Excepting thereof that portion of the above described easement lying within the Right of Way of Oak Street. This instrument is executed and recorded to supersede and replace that certain easement recorded on September 15, 1964, in Docket 5219 at page 52, 53 Maricopa County Records, which is now abandoned.

Together with the right of ingress and egress to permit the economical operation and maintenance of said transmission line and together with the right to permit the attachment of the wires and fixtures of any other company.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right of way, so as to prevent the same from interfering with the efficient maintenance and operation of said transmission line.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

IN WITNESS WHEREOF GENERAL ASSOCIATION OF SOUTHERN BAPTISTS, an Arizona corporation, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized, this 10 day of March, 1966.

James T. Gore
President
ATTEST: *James T. Gore*
Secretary

STATE OF ARIZONA)
County of Maricopa)

On this the 10 day of March, 1966, before me *Marion E. Anderson* the undersigned officer, personally appeared *James T. Gore* and *James T. Gore* who acknowledged themselves to be the President and Secretary respectively of the

CENTRAL ASSOCIATION OF SOUTHERN BAPTISTS, and that they as such officers respectively being authorized so to do, executed the same for the purpose therein contained by signing the name of said corporation by themselves as such officers respectively.

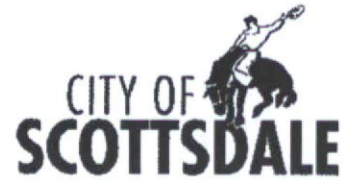
In witness whereof I have heretunto set my hand and official seal.

My Commission expires: My Commission Expires Feb. 3, 1969
Marion E. Anderson
Notary Public

49207 06-MISC
STATE OF ARIZONA)
County of Maricopa)
I hereby certify that the within instrument was filed and recorded at request of
RIVER PRO. ASSN. IMP. & P. DIST
MAR 24 1966
3958
130





Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 2240 N. HAYDEN ROAD
- b. County Tax Assessor's Parcel Number: 131-10-151
- c. General Location: SWC OF HAYDEN & OAK
- d. Parcel Size: 3.2 ACRES NET
- e. Legal Description: EXISTING 1-STORY CHURCH & VACANT LAND
 (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	
<u>DAN RICHARDS</u>	<u>JAN. 10</u> , 20 <u>19</u>		<u>OWNER</u>
<u>BOB GASPARD</u>	<u>JAN. 10</u> , 20 <u>19</u>		<u>AGENT</u>
_____	_____, 20__	_____	
_____	_____, 20__	_____	

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • scottsdale.gov

2-DR-2019