



City of Apache Junction
Development Services Department
Rezoning/PD Amendment Application



Exhibit A: Rezoning/PD Amendment Application

SITE INFORMATION

101-15-031A, -030A,
SITE ADDRESS/LOCATION SEC of Ironwood & Superstition ASSESSORS PARCEL NO -029, -028A, & -032
GROSS AREA: 9.26 acres NET AREA 7 acres EXISTING ZONING RS-20M & B-1
LEGAL DESCRIPTION OF PROPERTY: (found on County Tax Bill Notices or Warranty Deed) _____

See Warranty Deed attached.

BRIEF DESCRIPTION OF THE PROJECT PROPOSED FOR REZONING:

Minor General Plan Amendment, Rezone and Preliminary Plat application to develop a residential 96 unit townhome subdivision with amenities.

APPLICANT INFORMATION

Property Owner(s) Bela Flor Enterprises, LLC
Address 1635 N. Greenfield Road, Ste. 115 Mesa, AZ 85205
Phone Number 480-553-7236 Fax Number _____ Email hudd@belaflor.com

Applicant Contact Person/Project Manager Reese Anderson and Jon Gillespie, Pew & Lake, PLC
Address 1744 S. Val Vista Dr. #217 Mesa, AZ 85204
Phone Number 480-461-4670 Fax Number _____ Email jon.gillespie@pewandlake.com

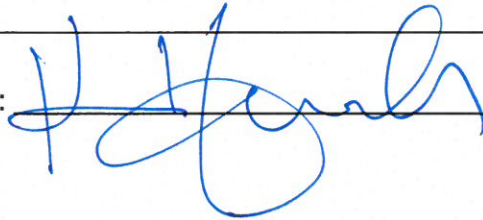
Architect/Engineer Brian Nicholls, EPS Group, Inc.
Address 1130 N. Alma School Road, Suite 120 Mesa, AZ 85201
Phone Number 480-355-1537 Fax Number _____ Email brian.nicholls@epsgruoinc.com

For Dept Use only	Case Number _____
PLN Number _____	Date Submitted: _____
Approved By: _____	Date Approved: _____

Exhibit A: Rezoning Application Continued

List all existing improvements/development on the property:

OWNERS SIGNATURE:



DATE: Nov 7, 2020

Submittal Documents (must be originals)

	Applicant*	Staff*
1. Exhibit A: Application Form	<hr/>	<hr/>
2. Exhibit B: Owner Certification (notarized)	<hr/>	<hr/>
3. Exhibit C: Site Plan Checklist Applicable site plans, elevations, etc. (15 copies of each)	<hr/>	<hr/>
4. Exhibit D: Mailing Label Certification (notarized) and Mailing labels (with Pinal County parcel map)	<hr/>	<hr/>
5. Exhibit E: Public Participation Plan w/sample letter	<hr/>	<hr/>
6. Exhibit F: Legal Advertising Fees signature	<hr/>	<hr/>
7. Exhibit G: Signed and notarized Proposition 207 Waiver	<hr/>	<hr/>
8. Exhibit H: Sign Posting Affidavit and Sign Photo	<hr/>	<hr/>
9. Narrative Of Proposed Request	<hr/>	<hr/>
10. Fees	<hr/>	<hr/>
11. Electronic PDF of all plans	<hr/>	<hr/>

Keep **Exhibit H:** Affidavit For Posting Rezoning Case. This form will be turned in when the sign is posted at the site, after the Public Hearing date has been assigned.

* Please initial that the document(s)/form(s) are included with the application.

Exhibit B: Ownership Certification

If multiple pages are needed, please make additional copies

I/We certify that:

I/We are the owner(s) of the property described in this application for a rezoning and have submitted copies of deeds or title reports as proof of ownership.

I/We have read the application instructions and have truthfully completed this application. I/We understand that this rezoning request is conditional upon time requirements, that the filing and investigation fee is non-refundable, and that the city has the option of either approval or denial of this request following conduct of a public hearing.

I/We, being the owner(s) of the property in this application, have appointed Reese Anderson, Pew & Lake, PLC as my/our representative agent. I/We have authorized him/her to do whatever is necessary to have this request considered favorably by the city of Apache Junction and agree that all correspondence in relation to this matter should be delivered to him/her.

PLEASE PRINT

Bela Flor Enterprises, LLC

Property Owner Name

1635 N. Greenfield Road, Ste. 115

Street Address

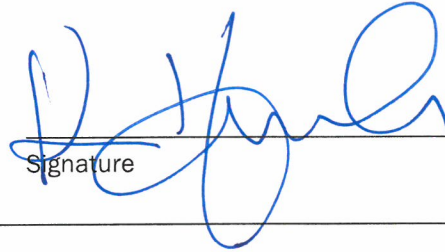
Mesa, Arizona 85205

City, State, Zip

Property Owner Name

Street Address

City, State, Zip



Signature

480-553-7236

Telephone

Signature

Telephone

STATE OF ARIZONA)

SS

COUNTY OF PINAL)

maricopa

The foregoing instrument was acknowledged before me this 6 day of November, 2020.

Hannah June Martin

Notary Public

My Commission Expires: June 6, 2024

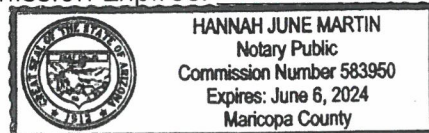


Exhibit D: Information for Mailing Labels Continued

I/We, JON GILLESPIE, PEW & LAKE, PLLC, ON BEHALF OF THE PROPERTY OWNER,

hereby certify that this is a complete list of property owners within 300 feet of the property proposed for rezoning or other permit approval as obtained from the Pinal County Assessor's Office on: (date obtained)

NOVEMBER 2, 2020

I/We further certify that this list is not older than thirty (30) days at the time of filing of said application.

PLEASE PRINT

JON GILLESPIE, PEW & LAKE, PLLC
Property Owner Name APPLICANT

[Signature]
Signature

1744 S. VAL VISTA DR. #217
Street Address

MESA, AZ 85204
City, State, Zip

480-461-4670
Telephone

Property Owner Name

Signature

Street Address

City, State, Zip

Telephone

Agent Name

Signature

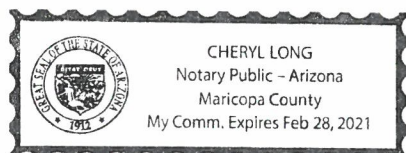
Street Address

City, State, Zip

Telephone

STATE OF ARIZONA)
) SS
COUNTY OF PINAL)

The foregoing instrument was acknowledged before
me this 2nd day of November, 2020.



Cheryl Long
Notary Public

My Commission Expires: 2/28/2021

Exhibit D: Information for Mailing Labels Continued

I/We, JON GILLESPIE, PEW & LAKE, PLLC, ON BEHALF OF THE PROPERTY OWNER,

hereby certify that this is a complete list of property owners within 300 feet of the property proposed for rezoning or other permit approval as obtained from the Pinal County Assessor's Office on: (date obtained)

NOVEMBER 2, 2020

I/We further certify that this list is not older than thirty (30) days at the time of filing of said application.

PLEASE PRINT

JON GILLESPIE, PEW & LAKE, PLLC
Property Owner Name APPLICANT

[Signature]
Signature

1744 S. VAL VISTA DR. #217
Street Address

MESA, AZ 85204
City, State, Zip

480-461-4670
Telephone

Property Owner Name

Signature

Street Address

City, State, Zip

Telephone

Agent Name

Signature

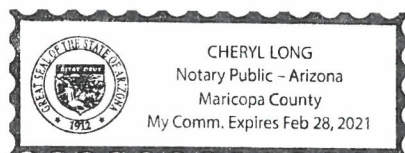
Street Address

City, State, Zip

Telephone

STATE OF ARIZONA)
) SS
COUNTY OF PINAL)

The foregoing instrument was acknowledged before
me this 2nd day of November, 2020.



Cheryl Long
Notary Public

My Commission Expires: 2/28/2021

When Recorded Return to:
City of Apache Junction
Development Services Department
300 E Superstition Blvd.
Apache Junction, AZ 85119

DIMINUTION IN VALUE AND JUST COMPENSATION CLAIM
WAIVER/INDEMNIFICATION/ACKNOWLEDGEMENT

I/We, Bela Flor Enterprises, LLC, as owners of property identified as Pinal County Assessor Parcel No. 101-15-031A, -030A, -029, -028A, & -032, which is the subject of Apache Junction City Council, Planning & Zoning/Board of Adjustment or other Case No. _____, hereby waive any and all potential diminution in value and just compensation claims or lawsuits that could be pursued against the City of Apache Junction ("City"), its elected officials, appointees and employees as a result of the Planning and Zoning Commission/Board of Adjustment/Council's action in the above-referenced matter. This waiver is authorized pursuant to A.R.S. § 12-1134(I). I/We also hereby warrant and represent I/We am/are owner(s) of the above-referenced property and that no other person has any ownership in such property.

Karl Huish
Printed Name of Owner

[Signature]
Signature of Owner

11/6/2020
Date

Printed Name of Owner

Signature of Owner

Date

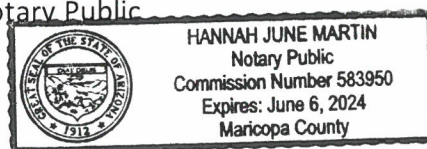
State of Arizona)
) ss
County of Maricopa

SUBSCRIBED AND SWORN TO before me this 6 day of November, 2020 by Karl Huish.

My Commission Expires:
June 6, 2024

Hannah June Martin

Notary Public



Ironwood Station
SEC of Ironwood Drive and Superstition Road
Public Participation Plan
November 9, 2020

Purpose:

The purpose of the Public Participation Plan is to provide the City of Apache Junction staff with information regarding the efforts planned to be made by the applicant to inform citizens and property owners in the vicinity concerning the applicant's request to the City of Apache Junction for the following:

1. Minor General Plan Amendment from Commercial and Medium Density Residential (10 units/acre) to Higher Density Residential (40 units/acre);
2. Rezoning from B-1 & RS-20M to High Density Multiple Family Residential (RM-2) with a Planned Development Overlay (PD) to allow for the development of 96 townhomes;
3. Site Plan Approval; and
4. Preliminary Plat Approval.

By providing opportunities for citizen participation, the applicant will ensure that those affected by this application will have an adequate opportunity to learn about and comment on the proposed plan.

Contact Information:

Those coordinating the Public Participation activities are as follows:

Reese Anderson
Pew & Lake, PLC.
1744 S. Val Vista Drive, Suite 217
Mesa, AZ 85204
(480)461-4670 (office)
(480)461-4676 (fax)
reese.anderson@pewandlake.com

Jon Gillespie
Pew & Lake, PLC.
1744 S. Val Vista Drive, Suite 217
Mesa, AZ 85204
(480)461-4670 (office)
(480)461-4676 (fax)
jon.gillespie@pewandlake.com

Actions:

In order to provide effective citizen participation in conjunction with this application, the following actions will be taken to provide opportunities for feedback from surrounding property owners:

1. Public notification requirements for rezoning will be met including posting of the site and mailing a letter to 1) all property owners within 300' of the subject property. Additionally,

the Apache Junction Unified School District and any other interested parties will be notified.

2. An e-mail distribution list will be collected with the names and email addresses of any individuals who calls or emails to inquire about the project in an effort to have continued dialogue regarding changes, if any, to the proposal.
3. Given the COVID-19 environment and as requested by staff, a neighborhood meeting, either virtual or in-person, can be held with property owners, citizens and interested parties to discuss the proposed project. The notification list for the neighborhood meeting will include 1) all property owners within 300' of the subject property. Additionally, the Apache Junction Unified School District and any other interested parties will be notified. A total of 34 notification letters would be anticipated to be sent as reflected on the attached mailing list and notification map.
4. If a neighborhood meeting is not requested to be held then project information can be sent to neighbors via mailed letter.

Project Schedule:

Pre-Submittal Conference – September 24, 2020

Formal Application – November 9, 2020

Neighborhood Meeting – TBA, if necessary

Follow-Up Submittal - TBA

Planning & Zoning Commission Hearing - TBA

City Council Hearing - TBA



City of Apache Junction

Development Services Department

Conceptual Subdivision Plat, Preliminary Plat, Preliminary Plat Amendment Application



Exhibit A: Conceptual/Preliminary Plat/Preliminary Plat Amendment Application Form

Type of application:

- ☐ Conceptual Subdivision Plat
☒ Preliminary Plat
☐ Preliminary Plat Amendment

SITE INFORMATION

Project Name Ironwood Station

SITE ADDRESS/LOCATION SEC Ironwood & Superstition ASSESSORS PARCEL NO. 101-15-031A, -030A, -029, -028A, & -032

GROSS AREA: 9.26 acres NET AREA 7 acres EXISTING ZONING RS-20M & B-1

LEGAL DESCRIPTION OF PROPERTY: (found on County Tax Bill Notices or Warranty Deed) See Warranty Deed attached.

BRIEF DESCRIPTION OF THE PROPOSED PROJECT:

Minor General Plan Amendment, Rezone and Preliminary Plat application to develop a residential 96 unit townhome subdivision with amenities.

APPLICANT INFORMATION

Property Owner(s) Bela Flor Enterprises, LLC

Address 1635 N. Greenfield Road, Ste. 115 Mesa, AZ 85205

Phone Number _____ Fax Number _____ Email hudd@belaflor.com

Applicant Contact Person/Project Manager Reese Anderson and Jon Gillespie, Pew & Lake, PLC

Address 1744 S. Val Vista Dr. #217 Mesa, AZ 85204

Phone Number 480-461-4670 Fax Number _____ Email jon.gillespie@pewandlake.com

For Dept. Use only	Case Number _____
PLN Number: _____	Date Submitted: _____
Approved By: _____	Date Approved: _____

Exhibit A: Conceptual and Preliminary Plat Application Form continued

Architect/Engineer Brian Nicholls, EPS Group, Inc.

Address 1130 N. Alma School Road, Suite 120 Mesa, AZ 85201

Phone Number 480-355-1537 Fax Number _____ Email brian.nicholls@epsgruoinc.com

List all existing improvements/development on the property:

Vacant property.

OWNERS SIGNATURE:



DATE:

Nov 7, 2020

Submittal Documents (must be originals)

1. **Exhibit A:** Application Form
2. **Exhibit B:** Owner Certification (notarized)
3. **Exhibit C:** Signed and notarized Proposition 207 Waiver
4. Copies submittal

Conceptual Subdivision Plat: 18 printed copies/1 digital copy

Preliminary Plat: 20 printed copies/1 digital copy

Preliminary Plat Amendment: 20 printed copies/1 digital copy

❖ **All printed copies shall be 24"x36"**

5. Fees
6. Project Narrative
7. Title Report (Preliminary Plat, or Preliminary Plat Amendment)
8. ALTA Survey (Preliminary Plat, or Preliminary Plat Amendment)
9. Preliminary Drainage Report (Preliminary Plat, or Preliminary Plat Amendment)

❖ **Submit 3 copies of items 7 through 9**

* Please initial that the document(s)/form(s) are included with the application.



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

Recorded at the request of *Clear Title Agency of Arizona*
When recorded mail to:

Bela Flor Enterprises, LLC
1635 N. Greenfield Rd. Ste. 115
Mesa, AZ 85205

DATE/TIME: 10/16/2020 1656
FEE: \$30.00
PAGES: 3
FEE NUMBER: 2020-105809

Escrow No.: 10200333

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we, **Goldwater Property, LLC, an Arizona limited liability company, an Arizona Limited Liability Company**, the GRANTOR does hereby convey to **Bela Flor Enterprises, LLC, an Arizona Limited Liability Company**, the GRANTEE, the following real property situated in **PINAL** County, Arizona:

PARCEL NO. 1:

LOT 10, BLOCK 2, OF APACHE ADDITION ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN BOOK 5 OF MAPS, PAGE 32.

EXCEPT THE NORTH 36.3 FEET THEREOF; AND

EXCEPT THE WEST 17 FEET OF THE SOUTH 108.9 FEET OF SAID LOT 10.

PARCEL NO. 2:

THE NORTH 36.3 FEET OF LOT 10 AND THE SOUTH HALF OF LOT 11, BLOCK 2, OF APACHE ADDITION ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN BOOK 5 OF MAPS, PAGE 32.

EXCEPT THE WEST 17 FEET THEREOF.

PARCEL NO. 3:

LOTS 12 THROUGH 17 INCLUSIVE, THE NORTH HALF OF LOT 11, BLOCK 2, OF APACHE ADDITION ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN BOOK 5 OF MAPS, PAGE 32.

EXCEPTING THEREFROM THAT PORTION AS DEEDED TO THE CITY OF APACHE JUNCTION RECORDED IN DOCKET 1326, PAGE 634 DESCRIBED AS FOLLOWS:

THE WEST 17 FEET OF SAID LOTS 12 AND 13; AND

THE WEST 17 FEET OF THE NORTH HALF OF SAID LOT 11; AND

THE NORTH 17 FEET OF SAID LOTS 13 THROUGH 16 INCLUSIVE; AND ALSO

EXCEPT THAT PORTION OF SAID LOT 13 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE JUNCTION, PINAL COUNTY, ARIZONA;

THENCE EAST ALONG THE NORTH LINE OF SECTION 20 A DISTANCE OF 70 FEET TO A POINT;

Special Warranty Deed - continued

Escrow No.: 10200333

THENCE SOUTH ALONG A LINE PARALLEL TO AND 70 FEET DISTANT TO THE WEST LINE OF SECTION 20, A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WEST ALONG A LINE PARALLEL TO AND 50 FEET DISTANT TO THE NORTH LINE OF SECTION 20, A DISTANCE OF 20 FEET TO A POINT;

THENCE SOUTH ALONG A LINE PARALLEL TO THE 50 FEET DISTANT TO THE WEST LINE OF SECTION 20, A DISTANCE OF 20 FEET TO A POINT;

THENCE PROCEEDING IN A NORTHEASTERLY DIRECTION TO THE TRUE POINT OF BEGINNING; AND ALSO

EXCEPT THAT PORTION OF SAID LOT 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE JUNCTION, PINAL COUNTY, ARIZONA;

THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 70 FEET TO A POINT;

THENCE WEST ALONG A LINE PARALLEL TO AND 70 FEET DISTANT TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH ALONG A LINE PARALLEL TO AND 30 FEET DISTANT TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 20 FEET TO A POINT;

THENCE WEST ALONG A LINE PARALLEL TO AND 50 FEET DISTANT TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 20 FEET TO A POINT;

THENCE PROCEEDING IN A SOUTHEASTERLY DIRECTION TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

LOT 18, BLOCK 2, OF APACHE ADDITION ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN BOOK 5 OF MAPS, PAGE 32.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the GRANTOR binds itself and its successors to warrant the title as against its acts and none other, subject to the matters set forth.

Dated: 10/15/2020

See Signatures and Notary Acknowledgment Page Attached

Special Warranty Deed - continued

Escrow No.: 10200333

Signatures and Notary Acknowledgment Page

Goldwater Property, LLC, an Arizona limited liability company

BY: 

Mark Moerkerke
Manager

STATE OF ARIZONA }
 }SS
County of Maricopa }

Subscribed and sworn to before me this 15 day of October 2020, by Mark Moerkerke, who acknowledges to be the Manager of Goldwater Property, LLC, an Arizona limited liability company, an Arizona Limited Liability Company, and as such officer is duly authorized on behalf of the company.

In witness whereof I hereunto set my hand and official seal.


Notary Public



My Commission Expires: 8-1-2023



Commitment

ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 10200333

COMMITMENT FOR TITLE INSURANCE

Issued by Clear Title Agency of Arizona, as issuing Agent for First American Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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 American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

James A. Clifford
President

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing Agent for First American 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; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing Agent for First American 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; Schedule B, Part II—Exceptions.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Schedule A

ALTA Commitment for Title Insurance

Issued by
Clear Title Agency of Arizona
as issuing Agent for First American Title Insurance
Company

File No.: 10200333

Transaction Identification Data for reference only:

Issuing Agent: Clear Title Agency of Arizona

Issuing Office: 2901 E Camelback Rd Suite 100
Phoenix, AZ 85016

Commitment No.: 10200333

Issuing Office File No.: 10200333

Property Address: 1527 W. Superstition Blvd.
Apache Junction, AZ 85120

Reference No.:

Loan No.:

TITLE INQUIRES should be directed to your Title Officer: **Title Department at 480-278-8484.**

ESCROW/CLOSING INQUIRES should be directed to your Escrow Office: **Dawn Zenobi at 480.278.8484.**

SCHEDULE A

1. Commitment Date: June 29, 2020 at 08:00 AM

2. Policy to be issued:

- (a) ☒ ALTA 2006 Extended Owner's Policy
Proposed Insured: Bela Flor Enterprises, LLC
Proposed Policy Amount: \$606,800.00

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

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

Goldwater Property LLC, an Arizona limited liability company, as to Parcel Nos. 1, 2 and as to an undivided one-half (1/2) interest, as to Parcel No. 4 and Mobar Investments, Inc., an Arizona corporation, as to an undivided one-half (1/2) interest, as to Parcel No. 3 and Apache Junction Property LLC, an Arizona limited liability company, as to an undivided one-half (1/2) interest, as to Parcel No. 3 and George A. Moerkerke and Beverly A. Moerkerke, as Co-Trustees of the Moerkerke Family Trust dated June 14, 1976, as amended, as to an undivided one-half (1/2) interest, as to Parcel No. 4

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

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Schedule BI & BII

ALTA Commitment for Title Insurance

Issued by
Clear Title Agency of Arizona
as issuing Agent for First American Title Insurance
Company

File No.: 10200333

Commitment No.: 10200333

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. All of 2019 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$839.92 for the year 2019 under Assessor's Parcel No. 101-15-028A 0.

(Affects Parcel No. 1)

NOTE: Taxes are assessed in the total amount of \$818.44 for the year 2019 under Assessor's Parcel No. 101-15-0290 1.

(Affects Parcel No. 2)

NOTE: Taxes are assessed in the total amount of \$365.36 for the year 2019 under Assessor's Parcel No. 101-15-030A 6.

(Affects Lot 11 of Parcel No. 3)

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

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Company

File No.: 10200333

NOTE: Taxes are assessed in the total amount of \$5,603.72 for the year 2019 under Assessor's Parcel No. 101-15-031A 5.

(Affects Lots 12 through 17 of Parcel No. 3)

NOTE: Taxes are assessed in the total amount of \$1,043.80 for the year 2019 under Assessor's Parcel No. 101-15-0320 6.

(Affects Parcel No. 4)

6. Payment in full of all assessments, late charges, transfer fees, and any other amounts due Superstition Mountains Community Facilities District No. 1 pursuant to City of Apache Junction Resolution No. 95-15, as disclosed by Notice of Formation recorded July 23, 1992 as [Docket 1841, Page 208](#) and amended August 30, 1994 as [Docket 2037, Page 777](#), contact district at (480) 983-2212 or write:
Superstition Mountain Community Facilities District
879 N. Plaza Drive, Suite C-101
Apache Junction, AZ 85220
7. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
8. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.
9. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
10. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Apache Junction Property LLC, a limited liability company.

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by
Clear Title Agency of Arizona
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Company

File No.: 10200333

11. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Goldwater Property LLC, a limited liability company.
12. Furnish a certified copy of a resolution by the Board of Directors of Mobar Investments, Inc., attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.

NOTE: Mobar Investments, Inc. is delinquent in the making of its reports and payment of corporate fees for the year(s) of 2016 and subsequent, and should the Arizona Corporation Commission by reason thereof, take action for the cancellation of its charter prior to the completion of this transaction, the corporation must be reinstated and in good standing with the Corporation Commission prior to the closing of this transaction.

13. Furnish certified copy of Trust Agreement dated June 14, 1976 known as Moerkerke Family Trust, together with any modification or amendments thereto.
14. Record Warranty Deed from Mobar Investments, Inc., an Arizona corporation to Apache Junction Property LLC, an Arizona limited liability company.

(Affects Parcel No. 3)

15. Record Warranty Deed from Apache Junction Property LLC, an Arizona limited liability company, Goldwater Property LLC, an Arizona limited liability company and George A. Moerkerke and Beverly A. Moerkerke, as Co-Trustees of the Moerkerke Family Trust dated June 14, 1976, as amended to Buyer(s).

NOTE: Said Deed must disclose and identify the names and addresses of the beneficiaries and the Trust Agreement in which the above Trustee is acting pursuant to ARS 33-404.

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

16. Such further requirements as may be necessary after completion of the above.
17. Return to title department for final recheck before recording.
18. Obtain written approval of insured as to Schedule B, Part II, Exception No. 18.

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

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Company

File No.: 10200333

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

An instrument executed by William E. Fay, Jr. and Evelyn P. Tripodi, as co-trustees under Revocable Trust Agreement dated 30th day of August 1994 as to an undivided 1/6 interest and William E. Fay, Jr. and Evelyn P. Tripodi, as co-trustees of the Survivor's Trust under the Fay Family Trust dated August 30, 1994 as to an undivided 1/6 interest; William E. Fay, Jr. and Marsha F. Fay, husband and wife as joint tenants with right of survivorship as to an undivided 1/3 interest and Evelyn P. Price an unmarried woman as to an undivided 1/3 interest and William E. Fay Jr. and Marsha F. Fay and Evelyn P. Price, in favor of Goldwater Property LLC, an Arizona limited liability company, recorded July 03, 2019, as [2019-053530](#) of Official Records.

(Affects Parcel No. 1 and 2)

An instrument executed by C.H. Herman and Clara Herman, his wife, in favor of Mobar Investments, Inc., an Arizona corporation, recorded September 28, 1973, as Docket 722, Page 65 .

(Affects Parcel No. 3)

An instrument executed by Moerkerke Holdings, LLC, an Arizona limited liability company, in favor of Apache Junction Property LLC, an Arizona limited liability company, recorded April 16, 2008, as 2008-035851 of Official Records.

(Affects Parcel No. 3)

An instrument executed by Mark Moerkerke and Mary Moerkerke, husband and wife, in favor of George A. Moerkerke and Beverly A. Moerkerke, as Co-Trustees of the Moerkerke Family Trust dated June 14, 1976, as amended, recorded July 16, 2015, as 2015-045921 of Official Records.

(Affects Parcel No. 4)

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

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Company

File No.: 10200333

An instrument executed by Kevin J. Taylor and Michelle L. Taylor, husband and wife as joint tenants with right of survivorship as to an undivided 1/2 interest, in favor of Goldwater Property LLC, an Arizona limited liability company, recorded July 02, 2019, as 2019-053436 of Official Records.

(Affects Parcel No. 4)

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

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

End of Requirements

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by
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Company

File No.: 10200333

Commitment No.: 10200333

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 thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. 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.
6. (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.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions above 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 Schedule B, Part Two of this Commitment.

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by
Clear Title Agency of Arizona
as issuing Agent for First American Title Insurance
Company

File No.: 10200333

The Following Matters Affect all Parcels:

8. Taxes for the full year of 2020.
(The first half is due October 1, 2020 and is delinquent November 1, 2020. The second half is due March 1, 2021 and is delinquent May 1, 2021.)
9. Any charge upon said land by reason of its inclusion in Superstition Mountains Community Facilities District No. 1 pursuant to City of Apache Junction Resolution No. 95-15, as disclosed by Notice of Formation recorded July 23, 1992 as [Docket 1841, Page 208](#) and amended August 30, 1994 as [Docket 2037, Page 777](#).
10. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District. (All assessments due and payable are paid.)
11. Any charge upon said land by reason of its inclusion in Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)
12. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
13. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as [Book 5 of Maps, Page 32](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. Covenants, conditions and restrictions in the document recorded as [Book 25 of Miscellaneous, Page 198](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
15. The following matters disclosed by an ALTA/NSPS survey made by _____ on _____, designated Job No. _____:

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement set forth herein.

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 10200333

16. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

17. Water rights, claims or title to water, whether or not shown by the public records.

End of Exceptions

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Exhibit A

ALTA Commitment for Title Insurance

Issued by
Clear Title Agency of Arizona
as issuing Agent for First American Title Insurance
Company

File No.: 10200333

Commitment No.: 10200333

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

PARCEL NO. 1:

LOT 10, BLOCK 2, OF APACHE ADDITION ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN [BOOK 5 OF MAPS, PAGE 32](#).

EXCEPT THE NORTH 36.3 FEET THEREOF; AND

EXCEPT THE WEST 17 FEET OF THE SOUTH 108.9 FEET OF SAID LOT 10.

PARCEL NO. 2:

THE NORTH 36.3 FEET OF LOT 10 AND THE SOUTH HALF OF LOT 11, BLOCK 2, OF APACHE ADDITION ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN [BOOK 5 OF MAPS, PAGE 32](#).

EXCEPT THE WEST 17 FEET THEREOF.

PARCEL NO. 3:

LOTS 12 THROUGH 17 INCLUSIVE, THE NORTH HALF OF LOT 11, BLOCK 2, OF APACHE ADDITION ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN [BOOK 5 OF MAPS, PAGE 32](#).

EXCEPTING THEREFROM THAT PORTION AS DEEDED TO THE CITY OF APACHE JUNCTION RECORDED IN DOCKET 1326, PAGE 634 DESCRIBED AS FOLLOWS:

THE WEST 17 FEET OF SAID LOTS 12 AND 13; AND

THE WEST 17 FEET OF THE NORTH HALF OF SAID LOT 11; AND

THE NORTH 17 FEET OF SAID LOTS 13 THROUGH 16 INCLUSIVE; AND ALSO

EXCEPT THAT PORTION OF SAID LOT 13 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE JUNCTION, PINAL COUNTY, ARIZONA;

THENCE EAST ALONG THE NORTH LINE OF SECTION 20 A DISTANCE OF 70 FEET TO A POINT;

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Exhibit A (Cont.)

ALTA Commitment for Title Insurance

Issued by
Clear Title Agency of Arizona
as issuing Agent for First American Title Insurance
Company

File No.: 10200333

THENCE SOUTH ALONG A LINE PARALLEL TO AND 70 FEET DISTANT TO THE WEST LINE OF SECTION 20, A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WEST ALONG A LINE PARALLEL TO AND 50 FEET DISTANT TO THE NORTH LINE OF SECTION 20, A DISTANCE OF 20 FEET TO A POINT;

THENCE SOUTH ALONG A LINE PARALLEL TO THE 50 FEET DISTANT TO THE WEST LINE OF SECTION 20, A DISTANCE OF 20 FEET TO A POINT;

THENCE PROCEEDING IN A NORTHEASTERLY DIRECTION TO THE TRUE POINT OF BEGINNING; AND ALSO

EXCEPT THAT PORTION OF SAID LOT 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE JUNCTION, PINAL COUNTY, ARIZONA;

THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 70 FEET TO A POINT;

THENCE WEST ALONG A LINE PARALLEL TO AND 70 FEET DISTANT TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH ALONG A LINE PARALLEL TO AND 30 FEET DISTANT TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 20 FEET TO A POINT;

THENCE WEST ALONG A LINE PARALLEL TO AND 50 FEET DISTANT TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 20 FEET TO A POINT;

THENCE PROCEEDING IN A SOUTHEASTERLY DIRECTION TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

LOT 18, BLOCK 2, OF APACHE ADDITION ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN [BOOK 5 OF MAPS, PAGE 32](#).

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PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

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

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

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

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

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

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

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Privacy Notice

Effective: January 1, 2020

Notice Last Updated: January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your **personal information** in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases

are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your **personal information**; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the **personal information** requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your **personal information** to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of **personal information** we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the **personal information**, and the categories of third parties with whom we may have shared the **personal information**:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal information Disclosed For A Business Purpose In The Past Year. The following is a list of the

categories of personal information of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.