

**CITY CLERK
ORIGINAL**

C-8839-2
11/04/2014

CITY OF GLENDALE, ARIZONA

COMMERCIAL OWNER'S AFFIDAVIT

(Northern Parkway II, Dysart Road to 111th Avenue)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)



COMMERCIAL OWNER'S AFFIDAVIT
(Corporation)

STATE OF ARIZONA

COUNTY OF MARICOPA

File No.: 200-141000252-013

Owner Name: The City of Glendale, a municipal corporation (hereinafter "Corporation")

In consideration of the issuance of policies of title insurance as contemplated in the commitment for title insurance issued by DHI Title Agency on behalf of its underwriter(s) in the referenced escrow order, the undersigned, after being first duly sworn, states and certifies the following on behalf of Corporation:

1. That the undersigned has personal knowledge of the facts sworn to herein and is authorized to execute this affidavit and all instruments necessary to complete the transaction that is the subject of said escrow order.
2. That Corporation is the owner of that certain real property in the State of Arizona described in Exhibit "A" attached hereto (hereinafter "Property").
3. That Corporation has been duly formed under the laws of the state of its formation and its registration and authority have not been revoked nor is it in threat of revocation.
4. That shareholder consent is not required for the subject transaction and there are no provisions in bylaws, resolutions or other governing documents which impede the ability of the Corporation to mortgage or convey the Property as proposed in the subject transaction.
5. That within the last 150 days there has been no construction, repairs, alterations or improvements made or contracted for on the Property; no materials have been ordered which have not been paid for; there are no fixtures attached to the Property which have not been paid for in full; and, there are no outstanding or disputed claims for any such work or fixture, except as follows:

NONE
6. That there has been no work done, or notice that work is to be done, by or at the direction of any municipality or municipal entity, such work including but not limited to the installation, repair, or upgrade of water or sewer lines, streets, alleys, curbs, sidewalks, or other infrastructure improvements.
7. That no one is in possession of the Property, and no one has access to the Property, other than Corporation and, if applicable, the parties indicated below:
 - tenants based on month-to-month rental agreements
 - lessees based on existing leases, copies of which are attached hereto
 - other party as named below and on the basis indicated below:

NONE
8. That there are no rights of first refusal or options to purchase all or any part of the Property except:

NONE
9. That there are no unpaid real estate taxes or assessments except as shown in the commitment for title insurance pertaining to said escrow owner, and Corporation has not received any supplemental tax bill which is unpaid.
10. That there are no actions or proceedings now pending in any state or federal court which affect the Property.
11. That Corporation is not currently in bankruptcy nor is it the subject of a state insolvency



COMMERCIAL OWNER'S AFFIDAVIT
(Corporation)
(Continued)

File No.: 200-141000252-013

statute, and Corporation has no present intention of filing bankruptcy under U.S. Code, nor insolvency under any state statutes.

- 12. That there are no matters pending against Corporation that could give rise to a lien that may attach to the property prior to the recording of the interest to be insured, and that Corporation has not executed and will not execute any instrument that would adversely affect the title or interest to be insured.
- 13. That this affidavit is given for the purpose of inducing DHI Title Agency and its underwriter to issue policies of title insurance which may provide coverage as to the matters listed above. The undersigned acknowledges that he/she has read the foregoing and fully understands that DHI Title Agency is relying on the truthfulness of the statements made herein, and on behalf of Corporation does indemnify and hold harmless DHI Title Agency and its underwriter against liability occasioned by reason of reliance upon the statements made herein.

Dated this 4th day of November, 2014

The City of Glendale, a municipal corporation

BY: [Signature]
City Manager

Approved as to form

[Signature]
City Attorney

ATTEST:
[Signature]

STATE OF Arizona

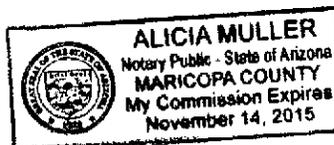
COUNTY OF Maricopa

Subscribed and sworn to before me on this 4 day of November, 2014, by The City of Glendale, a municipal corporation, who acknowledged themselves to be the person(s) who signed this instrument entitled Commercial Owners Affidavit and dated November 4, 2014 consisting of 4 pages for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 11-14-15



(SEAL)



COMMERCIAL OWNER'S AFFIDAVIT
(Corporation)
(Continued)

File No.: 200-141000252-013

EXHIBIT A
LEGAL DESCRIPTION

Parcel No. 1:

A parcel of land situated in a portion of Lot 1 of Section 1, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a portion of the property described in Instrument No. 1991-0475093 in the Maricopa County Recorder's Office, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 1, bearing South 89 degrees 06 minutes 00 seconds East, a distance of 2655.35 feet from the North quarter corner of said Section 1;

THENCE North 89 degrees 06 minutes 00 seconds West, along the North line of said Section 1, a distance of 33.00 feet;

THENCE departing said North line, South 00 degrees 09 minutes 55 seconds West, along a line parallel with and 33 feet West of the East line of said Section 1, a distance of 40.00 feet to a point on the South right-of-way line of Northern Avenue, being a POINT OF BEGINNING;

THENCE continuing South 00 degrees 09 minutes 55 seconds West, a distance of 10.00 feet;

THENCE North 89 degrees 06 minutes 00 seconds West, along a line parallel with and 50 feet South of the North line of said Section 1, a distance of 1294.34 feet;

THENCE North 00 degrees 13 minutes 07 seconds West, a distance of 10.00 feet to a point on the South right-of-way line of Northern Avenue;

THENCE South 89 degrees 06 minutes 00 seconds East along said right-of-way line, a distance of 1294.40 feet to the POINT OF BEGINNING.

Parcel No. 2:

A parcel of land situated in a portion of the Northwest quarter of Section 6, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a portion of the property described in Lease Agreement recorded in Docket 10111, Page 112, in the Maricopa County Recorder's Office, more particularly described as follows:

COMMENCING at the North quarter corner of said Section 6, bearing North 89 degrees 26 minutes 00 seconds East, a distance of 2597.64 feet from the Northwest corner of said Section 6;

THENCE South 00 degrees 19 minutes 56 seconds West, along the North-South midsection line of said Section 6, a distance of 40.00 feet to a point on the South right-of-way line of Northern Avenue, being the POINT OF BEGINNING;

THENCE continuing South 00 degrees 19 minutes 56 seconds West along said midsection line, a



COMMERCIAL OWNER'S AFFIDAVIT
(Corporation)
(Continued)

File No.: 200-141000252-013

distance of 10.00 feet;

THENCE departing said midsection line, South 89 degrees 26 minutes 00 seconds West, along a line parallel with and 50 feet South of the North line of said Section 6, a distance of 2564.49 feet;

THENCE North 00 degrees 09 minutes 55 seconds East, along a line parallel with and 33 feet East of the West line of said Section 6, a distance of 10.00 feet;

THENCE North 89 degrees 26 minutes 00 seconds East along said right-of-way line, a distance of 2564.52 feet to the POINT OF BEGINNING.



SELLER ADDRESS FORM

Seller: The City of Glendale, a municipal corporation

Buyer: Maricopa County, a political subdivision of the State of Arizona

Property Address: Dysart Rd. to 111th Ave., Avondale, AZ

Brief Legal: 501-99-004D & 142-75-002C

File #: 200-141000252-013

IMPORTANT

We will be mailing various papers and documents to you throughout and after the close of your escrow. So that we may serve you better, please confirm your current mailing address and a future mailing address. Thank you for your cooperation.

Name: The City of Glendale, a municipal corporation

Current Mailing Address: 5800 W. Glendale Ave., Suite 315
Glendale, AZ 85301

Current Home Phone: _____ Current Work Phone: _____

Current Cell Phone: _____

Current E-Mail Address: _____

IF ANY OF THE ABOVE INFORMATION IS INCORRECT OR BLANK, PLEASE CROSS OUT AND ENTER THE CORRECT INFORMATION ON THE BLANK LINES.

Preferred Method of Contact: Home Phone Work Phone Cell Phone E-mail

Address where you would like escrow papers sent AFTER the close of escrow:

Mailing Address: 5800 W. Glendale Ave., Suite 315
Glendale, AZ 85301

If you prefer that your mail be sent to a different address, please provide below:

Mailing Address: _____
Number and Street City State Zip Code

New Home Phone: _____

If any information provided herein should change, prior to the close of escrow, it is your responsibility to keep us informed. In the event there is a homeowners association involved with your transaction, as a courtesy, we will forward this information on to them

The City of Glendale, a municipal corporation

BY: *Jake Moran*
City Manager

Approved as to form

ATTEST: *[Signature]*

[Signature]
City Attorney

7025 W. Bell Rd., #2, Glendale, AZ 85308
(623)594-5813 Fax (866)385-6743



ASSIGNMENT OF PROCEEDS

Escrow No.: 200-141000252-013

Property Address: Dysart Rd. to 111th Ave., Avondale, Arizona

DHI Title Agency, as Escrow Holder, is hereby authorized and instructed to pay all the proceeds due the undersigned under the above referenced escrow to:

- 1. PAYABLE TO: 100 % to: City of Glendale - Public Works
 ADDRESS: 6210 W. Myrtle, Suite 111 - Glendale AZ 85301 ^{ATTN: Ernie Ruiz}
- 2. PAYABLE TO: _____ % to: _____
 ADDRESS: _____
- 3. PAYABLE TO: _____ % to: _____
 ADDRESS: _____

Complete



- PLEASE HOLD PROCEEDS CHECK FOR PICK-UP
- AUTHORIZE CHECK TO BE PICKED UP BY: _____
- CALL WHEN READY AT _____
- PLEASE MAIL PROCEEDS CHECK TO THE ADDRESS ABOVE *ET*
- PLEASE OVERNIGHT PROCEEDS CHECK TO THE ADDRESS ABOVE
- PLEASE WIRE THE NET PROCEEDS TO:
 (or voided check attached)

BANK NAME: _____
BANK ADDRESS: _____

ABA (ROUTING NO.): _____

CREDIT TO ACCOUNT NO.: _____

FOR THE BENEFIT OF: _____

FURTHER INSTRUCTIONS, if any: _____

The City of Glendale, a municipal corporation

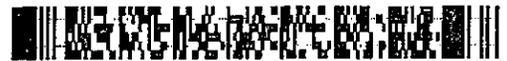
BY: *John F. ...*
City Manager

ATTEST:
Paul ...

Approved as to form

[Signature]
City Attorney

7025 W. Bell Rd., #2, Glendale, AZ 85308
(623)594-5813 Fax (866)385-6743



Date: May 6, 2014

Escrow No.: 200-141000252-013

Seller: The City of Glendale, a municipal corporation

Purchaser: Maricopa County, a political subdivision of the State of Arizona

Property Address: Dysart Rd. to 111th Ave., Avondale, AZ
501-99-004D & 142-75-002C

Escrow Employment Agreement and General Provision

(Addendum to Purchase Contract and Receipt for Deposit)

Seller and Purchaser:

1. HEREBY employ DHI Title Agency, ("DHI Title Agency") to act as Escrow Agent ("Escrow") in connection with the sale of the above referenced property and instruct DHI Title Agency to use the mutually agreed upon Purchase Contract and Receipt for Deposit for the said property, by and between Seller and Purchaser and any amendments/addendums thereto (collectively hereinafter referred to as the "Contract") as the terms, conditions and instructions for transacting this escrow. This Addendum is attached to and made a part of said Contract. SAID CONTRACT SHALL SUPERCEDE THE TERMS OF THIS ESCROW AGREEMENT IN THE EVENT THERE IS A CONTRADICTION OF INSTRUCTIONS.
2. AGREE that no amendment or supplement to this escrow, notice or demand shall be of any effect or be binding, unless and until mutually agreed upon in writing; signed, delivered and accepted by Escrow.
3. AGREE AND DIRECT that if Escrow is unable or unwilling to comply with instructions as provided, for any reason or if the Title Insurer is unwilling to issue Title insurance as provided for herein, all documents and funds, less Escrow charges, shall be returned to the party or parties who deposited them, and thereafter Escrow shall have no further duty, responsibility or liability in connection with this escrow or these instructions. Mutually executed instruments shall be retained by Escrow, pending normal file destruction.
4. INSTRUCT Escrow to refrain from closing the transaction in the event of conflicting demands or incongruent interpretation of previously acknowledged instructions. If this occurs, DHI Title Agency will require mutual written instructions or a final judgment from a Court of competent jurisdiction in order to proceed. In the alternative, Escrow may, in its sole discretion, commence a civil action to interplead any conflicting demands in a Court of competent jurisdiction and deposit with the Court all documents and funds (after deducting therefrom its charge, expenses and attorneys fees incurred in connection with the Court action).
5. AGREE that they will deposit all documents and all funds with Escrow and they will cause to be done or allow to be done, all other actions necessary to enable Escrow to comply with the terms of the Contract. All monies payable hereunder shall be paid in United States Dollars and upon receipt Escrow shall deposit such funds in a general (non interest bearing) escrow account in a FDIC insured financial institution and Escrow shall not be liable for any loss or impairment of funds so deposited in such institution.
6. AGREE that Escrow shall be under no obligation to disburse any funds represented by check or draft until it is advised by the Bank in which the funds are deposited that such check or draft has been honored. IN ORDER TO PREVENT DELAYS IN DISBURSEMENT AND CLOSING, IT IS REQUESTED THAT ALL FUNDS PAID TO DHI TITLE AGENCY ARE PAID WITH A BANK WIRE OR CASHIERS CHECK.
7. AUTHORIZE Escrow to deliver or record said documents at the appropriate time; AUTHORIZE Escrow to pay, from funds held, the amounts necessary to procure the documents and to pay charges and obligations necessary to consummate this transaction and to pay the balance of the funds to the Seller; AGREE to pay to Escrow, upon demand, all escrow fees and charges payable by them respectively, as set forth in these instructions and in accordance with the Contract and as contained in the latest published (if required by statute) schedule of fees, including any additional fees and charges for extraordinary services as well as funds owed respectively, as provided herein or on the Estimated or Final Settlement Statement(s).



8. ACKNOWLEDGE DHI Title Agency IS NOT RESPONSIBLE FOR the ordering of, placement on the property, or coverage amounts and terms of Hazard Insurance. If Hazard Insurance is a closing requirement identified or requested by the Lender, Escrow is authorized to contact the Buyers insurance company and to request that the appropriate evidence of insurance, with lender required loss payable clause, is provided to the Lender and Escrow prior to close of escrow.
9. ACKNOWLEDGE DHI Title Agency IS NOT RESPONSIBLE FOR insuring, reviewing or monitoring the quality of repairs, contingencies, inspections AND/OR that these items and other conditions relating to the status of the property have been complied with, been met, satisfied or waived, other than those specific to providing clear title.
10. ACKNOWLEDGE that the payoff of liens, including but not limited to, any encumbrances or mortgages, is based on written payoff figures obtained from the lien holder and agrees that in the event escrow agent is notified by the lien holder that the payoff is insufficient to pay the encumbrance in full, the seller shall, UPON NOTIFICATION BY ESCROW AGENT, IMMEDIATELY TENDER THE AMOUNT OF FUNDS NECESSARY TO COMPLETE THE PAYOFF.
11. DIRECT DHI Title Agency, when it is willing to issue its Title Insurance Policy/Policies, to deliver to the appropriate public office, all necessary documents required to be filed or recorded. Seller and Purchaser hereby agree that at such time as all applicable executed documents and all necessary cashiered/certified funds have been deposited into escrow, Escrow agent shall proceed to close according to prior written instructions, without further instructions from either Buyer or Seller being required; AGREE that the day established within which compliance with any requirements must be met shall end at the close of the regularly established public business hours of Escrow for that day, provided, however that should the Escrow Office be closed for all or any portion of that day, any such requirement may be met at any time during normal business hours on the next succeeding business day.
12. GRANT to Escrow the authority to reimburse itself for all its charges hereunder and for all damages and/or expenses which it may incur or sustain in connection with this Escrow on and from all the rights, title and interest of the Seller, the Purchaser, or both, in the documents and money held hereunder or otherwise held by Escrow, if allowed to under law; AGREE that they will, jointly and severally, indemnify and save harmless Escrow against all costs, damages, attorney fees, expenses and liabilities, which it may incur or sustain in connection with these instructions, including, but not limited to, any interpleader action filed by the Escrow.
13. AGREE that all Real Property Taxes will be pro-rated according to the terms of the Contract. Further, that neither DHI Title Agency, nor its officers, directors or employees, shall be held responsible or liable should the information they received from said Contract and relied upon is subsequently proven to be either incomplete or incorrect. Any question(s) regarding Real Property Taxes and/or Assessments, including property shown on the tax rolls as being "vacant land", which any of the principals knows to have a structure on it, whether completed or under construction, or in the event of a less than all of an existing tax parcel being conveyed (split), must be addressed by and between the Seller and Purchaser and a clear understanding reached as to the manner in which this matter is to be resolved prior to the close of escrow. DHI Title Agency IS NOT responsible in the event a problem arises subsequent to the close of escrow due to the parties failing to address tax pro-ration issues prior to the close of escrow.
14. AGREE that any real estate "commission" to be paid through escrow will be evidenced by the Contract, commission disbursement authorization or another form of written instruction being deposited in Escrow, or a separate, irrevocable Assignment of Funds signed by the party(s) paying the "commission" and acknowledged by the Listing Broker. Any modification or revision of the same must be signed by all parties obligated to pay said "commission" and the signature of the Listing Broker.
15. The Title Insurance provided for herein shall be subject to the conditions of and evidenced by the Commitment for Title Insurance to be issued by DHI Title Agency. The Title Insurance Policy, unless otherwise specified in writing and available, shall be the ALTA Homeowners form of Title Insurance issued by the underwriter.
16. Specific inclusions and exclusions in accordance with the Title Policy are disclosed on the Title Policy jacket. A copy of this jacket is available upon written request. Please be advised that Title Insurance



does not cover certain items such as *: (a) Personal Property Taxes; (b) Utility charges, such as electric, gas, water and sewer; (c) Reservations and exceptions in Patents, for example, oil or mineral reservations; (d) Proposed improvement district or assessments, not yet liens; (e) Assessments of Councils of Co-owners or Homeowner's Association; or, (f) Compliance with limitations on the use of the property, such as zoning and building ordinances and other building restrictions.

*This list is a sample only and IS NOT a representation of all possible exclusions from your particular title policy.

17. The undersigned hereby authorizes DHI Title Agency to correct and initial any minor typographical and/or clerical errors on the documents for conveyance of the above property and on the documents required by the lender. This authorization does not authorize any changes to the loan amount, monthly payment or any monies due at the time of closing.
18. AGREE that the terms defined in this Addendum have the meanings assigned to them in this Addendum and include plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender.

Seller and Purchaser hereby agree and acknowledge that through the course of doing business, there is the possibility that an error could occur. If an error is discovered AFTER the close of escrow, Seller and Purchaser agree to take whatever action necessary to correct said error. This may result in executing documents OR PROVIDING ADDITIONAL FUNDS DUE PER CONTRACTUAL OR LENDER REQUIREMENTS. Any funds due under this Addendum shall be paid within 5 business days of notification of the error by DHI Title Agency to the party responsible for payment. If payment is not made in a timely manner, DHI Title Agency may seek collection of the funds by any means allowed under the law.

PRIVACY POLICY NOTICE

Federal law generally prohibits any financial institution, including title insurance companies and agents, directly or through its affiliates, from sharing non-public personal information about you with a nonaffiliated third party unless the financial institution first provides you with a notice of its privacy policies and practices and gives you a reasonable opportunity to direct the financial institution not to share the information with nonaffiliated third parties other than as permitted by law. In compliance with applicable law, we are providing you with this notice, which informs you of the privacy policies and practices of DHI Title Agency

We may collect non-public 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 your mortgage lender.

Unless it is specifically stated otherwise in an amended privacy policy notice, no additional non-public 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 non-affiliated 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, mortgage and consumer finance, securities and insurance;
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

We DO NOT disclose any non-public personal information about you to anyone for any purpose that is not



NOTICE AND DISCLOSURE FORM

MAINTENANCE FEE AND ABANDONED PROPERTY

Seller and Buyer hereby acknowledge and agree that DHI Title Agency charges fee's in compliance with state and federal regulations. If funds remain in this escrow subsequent to the closing thereof and said funds are unclaimed or un-disbursed for a period of six months or more, there may be a charge of \$25.00 per month for the maintenance of said funds beginning thirty days from the close of escrow date (based on state regulations). Additional services (at \$50.00 per hour) and pass through charges may apply. These charges will be deducted from the funds remaining as the funds maintenance continues or until the funds are escheated to the State as required by law.

NOTICE OF RIGHT TO EARN INTEREST ON DEPOSITED FUNDS

ARIZONA REVISED STATUTES SECTION 6-834 states the following:

Not later than three (3) business days after receipt of any escrow monies, the Escrow Agent shall provide to each depositing Buyer and Seller, adequate notice of his right to earn interest on all deposited funds. Interest rates on an interest bearing account will vary from institution to institution and on different types of accounts such as a passbook, money market or time deposit account. In addition, the amount of deposit and the amount of time the account will be open will affect the type of account that may be opened and the interest rate available.

Example: A regular savings deposit of \$1,000.00 at an average interest rate of 3.5% for a thirty day period.

<u>DEPOSIT</u>	x	<u>rate</u>	-	<u>annual</u>	x	<u>days</u>	=	<u>Interest Earned</u>
\$1,000.00	x	.035	-	365	x	30	=	\$3.00

If this investment exceeds \$100,000.00 the parties may instruct DHI Title Agency to make separate investments in order to qualify for FDIC Insurance.

DHI Title Agency charges an additional escrow fee in the amount of \$35.00 for the establishment of an interest bearing account. For more information on depositing funds in an interest bearing account contact your Escrow Officer.

NOTICE OF UNINSURED MONIES PURSUANT TO ARS 6-841.03

MONIES DEPOSITED IN AN ESCROW ACCOUNT ARE NOT INSURED AGAINST LOSS FROM FRAUD OR THEFT BY THE STATE OF ARIZONA OR THE UNITED STATES GOVERNMENT. This disclosure requirement applies to each Buyer and Seller of a Residential Dwelling. Section 6-841.02 defines a "Residential Dwelling" as an owner occupied structure or an investment property that is designated for Residential use by four or fewer families.

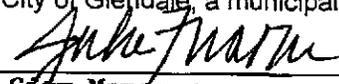
NOTICE OF CLOSING PROTECTION LETTER PURSUANT TO ARS 6-841.02

Your transaction is backed by the financial strength of our underwriters, Fidelity National Title Ins. Co., Title Resources Guarantee Co., First American Title Ins. Co., insuring a safe and protected closing. Also, our aforementioned Underwriters will provide closing protections letters upon request to both Buyer and Seller which, as required by ARS 6-841.02, provide protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent.

SELLER(S):

The City of Glendale, a municipal corporation

BY:


City Manager

PURCHASER(S):

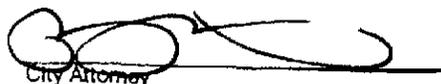
Maricopa County, a political subdivision of the State of Arizona

BY: _____

ATTEST:



Approved as to form


City Attorney



SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
		6. FILE NUMBER: 200-141000252-013			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>						
D. NAME AND ADDRESS OF BUYER: Maricopa County, a political 2801 W. Durango Street Phoenix, AZ 85009		E. NAME AND ADDRESS OF SELLER: The City of Glendale 5800 W. Glendale Ave., Suite 315 Glendale, AZ 85301		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: Dysart Rd. to 111th Ave. Avondale, AZ Maricopa County Lot, Parcel #: 501-99-004D & 142-75-002C		H. SETTLEMENT AGENT: DHI Title Agency Escrow Officer: Sheryl Edwards PLACE OF SETTLEMENT 7025 W. Bell Rd., #2 Glendale, AZ 85308		I. SETTLEMENT DATE: ProRation Date:		
J. SUMMARY OF BUYER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION			
100. GROSS AMOUNT DUE FROM BUYER:			400. GROSS AMOUNT DUE TO SELLER:			
101. Contract Sales Price		115,400.00	401. Contract Sales Price		115,400.00	
102. Personal Property			402. Personal Property			
103. Settlement Charges to Buyer (Line 1400)		1,333.00	403.			
104.			404.			
105.			405.			
<i>Adjustments For Items Paid By Seller in advance</i>			<i>Adjustments For Items Paid By Seller in advance</i>			
106. City/Town Taxes	to		406. City/Town Taxes	to		
107. County Taxes	to		407. County Taxes	to		
108. Assessments	to		408. Assessments	to		
109.			409.			
110.			410.			
111.			411.			
112.			412.			
120. GROSS AMOUNT DUE FROM BUYER		116,733.00	420. GROSS AMOUNT DUE TO SELLER		115,400.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:			500. REDUCTIONS IN AMOUNT DUE TO SELLER:			
201. Deposit or earnest money			501. Excess Deposit (See Instructions)			
202. Principal Amount of New Loan(s)			502. Settlement Charges to Seller (Line 1400)			
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to			
204. Closing Funds Deposited		116,733.00	504. Payoff First Mortgage			
205.			505. Payoff Second Mortgage			
206.			506.			
207.			507.			
208.			508.			
209.			509.			
<i>Adjustments For Items Unpaid By Seller</i>			<i>Adjustments For Items Unpaid By Seller</i>			
210. City/Town Taxes	to		510. City/Town Taxes	to		
211. County Taxes	to		511. County Taxes	to		
212. Assessments	to		512. Assessments	to		
213.			513.			
214.			514.			
215.			515.			
216.			516.			
217.			517.			
218.			518.			
219.			519.			
220. TOTAL PAID BY/FOR BUYER		116,733.00	520. TOTAL REDUCTION AMOUNT DUE SELLER			
300. CASH AT SETTLEMENT FROM/TO BUYER:			600. CASH AT SETTLEMENT TO/FROM SELLER:			
301. Gross Amount Due From Buyer (Line 120)		116,733.00	601. Gross Amount Due To Seller (Line 420)		115,400.00	
302. Less Amount Paid By/For Buyer (Line 220)		(116,733.00)	602. Less Reductions Due Seller (Line 520)		()	
303. CASH (FROM) (TO) BUYER			603. CASH (X TO) (FROM) SELLER		115,400.00	



L. SETTLEMENT CHARGES				PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price		\$	@	%	
Division of Commission (line 700) as Follows:					
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement					
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Ins. App. Fee		to			
807. Assumption Fee		to			
808. Tax Service Fee					
809. Flood Cert					
810. Yield Spread/Broker Prem (PBL)					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to	@	\$	/day (days %)
902. MIP Totlins. for LifeOfLoan	for	months to			
903. Hazard Insurance Premium for	1.0 years to				
904.					
905. 2nd Loan Interim Interest					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @	\$		per	month
1002. Mortgage Insurance	months @	\$		per	month
1003. City/Town Taxes	months @	\$		per	month
1004. County Taxes	months @	\$		per	month
1005. Assessments	months @	\$		per	month
1006.	months @	\$		per	month
1007.	months @	\$		per	month
1008. Aggregate Adjustment	months @	\$		per	month
1100. TITLE CHARGES					
1101. Escrow Fee	to	DHI Title Agency		550.00	
1102. Abstract or Title Search	to				
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to				
1106. Notary Fees	to				
1107. Attorney's Fees	to				
(includes above item numbers:)					
1108. Title Insurance	to	DHI Title Agency		783.00	
(includes above item numbers:)					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$	115,400.00		783.00	
1111. Endorsements		DHI Title Agency			
1112. Reconveyance/Tracking Fee		DHI Title Agency			
1113. Additional Escrow Work Charge					
1114. 2nd Loan Escrow Fee		DHI Title Agency		0.00	
1115. 2nd Lender Policy		DHI Title Agency			
1116. 2nd Loan Endorsements		DHI Title Agency			
1117.					
1118.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$; Mortgage \$; Releases \$	
1202. City/County Tax/Stamps: Deed				; Mortgage	
1203. State Tax/Stamps: Deed				; Mortgage	
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303.					
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				1,333.00	



ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Buyer: Maricopa County, a political subdivision of the State of Arizona

Seller: The City of Glendale, a municipal corporation

Settlement Agent: DHI Title Agency
(623)594-5813

Place of Settlement: 7025 W. Bell Rd., #2
Glendale, AZ 85308

Settlement Date:

Property Location: Dysart Rd. to 111th Ave.
Avondale, AZ
Maricopa County
Lot,

Parcel #: 501-99-004D & 142-75-002C

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Maricopa County, a political subdivision of the State of Arizona

BY: _____

The City of Glendale, a municipal corporation

BY: *John Thomas*
City Manager

ATTEST:

[Signature]
Approved as to form

[Signature]
City Attorney

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

DHI Title Agency
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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