

Request for Swimming Pool Setback Variance Rossi Residence – 7000 E Vermont Ave

This Variance Request Includes

- Introductory Letter
- Response to the 3 Variance Criteria
- Exhibits A-E
 - Exhibit (A) Aerial Photo
 - Exhibit (B) Minimum Lot Requirement Diagram
 - Exhibit (C) Architectural Site Plan
 - Exhibit (C1) Existing Pool Dimensions
 - Exhibit (D1 & D2) Exterior Elevations
 - Exhibit (E) Plat Map
 - Exhibit (F) Letters of Support

Board of Adjustment Hearing Officer
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

RE: Rossi Residence – 7000 E Vermont Avenue
Request for Swimming Pool Setback Variance

Dear Hearing Officer:

This letter represents Paul Rossi, the owner of the 22,209 sq. ft. (.51 acres) property located at 7000 E. Vermont Avenue. This property is a small, shallow lot, located in the R-18A zoning district just north of Fashion Square Mall and just west of Scottsdale Road. According to the ordinance, the minimum lot depth should be 155'0" and any swimming pool requires a 20'0" set back from the property line.

Variance Request

In order for the Rossis to reasonably enjoy their property in a safe and functional manner, we are requesting a small adjustment to the swimming pool setback that would reduce it from 20'0" to 14'0". Based on the town's recommendations, the rear yard has been re-designed to minimize the requested setback adjustment while maintaining safety and construction quality. By reducing the size of the pool, the requested setback reduction is 40% smaller than the original request of 10'0". The area of swimming pool that is located in the setback was also reduced from 529 square feet to 219 square feet. This amounts to a 41% reduction in the total area of the pool that falls in the setback significantly minimizing the scale of this variance request. The requested setback of 14'0" would recognize the following conditions that necessitate this variance:

- Original plat hardships create a shallow property which does not meet minimum development standards for an R-18A lot. A minimum lot should be 155'0", the Rossi's lot is 120'0". This is a reduction of 22.5% of building area.
- The existing masonry home is being remodeled to maintain the existing footprint, most of its original masonry structure, and all of its original mid-century charm. This goal has a direct effect on location of utilities, driveways, and swimming pools.
- There is no sewer in the neighborhood, and we need to create room for sewer, leach field/pits (both current and reserve).
- The shallow rear yard is also impacted by an 8'0" public utility easement that further impacts the owners ability to use the already undersized area.

Context For Property

There are four major conditions that impact this property and differentiate it from similar lots of this size. These conditions include the property's shallow shape, existing building footprint, basic infrastructure requirements (leach fields), and existing public utility

easements that further restrict an already narrow rear yard.

In regards to the first condition, the aerial photograph enclosed in Exhibit A, illustrates that the Rossi's property has a shallow, rectangular shape. The Rossi's lot and the neighboring lot to the East are the shallowest lots in the subdivision as seen in Exhibit A1. The shape of the property constitutes a substantial hardship. On Exhibit B, the survey with the minimum lot requirements overlayed, reveals just how shallow the lot is, and shows that there is minimal space for a rear yard and any traditional amenities like a swimming pool. The survey (Exhibit B) with the minimum development standards for the lot overlaid, reveals the impact of the lot's geometry. This diagram shows the property is 35'0" too shallow, as prescribed by the Town ordinance. Exhibit G provides additional context by demonstrating the average depth for surrounding properties is blank.

Secondly, remodeling the property's existing mid-century masonry home has been intentional, with the goal of retaining an innate quality and style that is not commonly found these days. By using the home's existing footprint and re-imagining a modern lifestyle within the existing walls, the architecture reflects the style and intimacy that is unique to this genre. While other pool shapes were considered, they would be inconsistent with the character of the original home. Please see Exhibit D for an illustration. Because the original home is being maintained, the pool's location and style have been subject to challenging constraints. To ensure safe building practices, the swimming pool must be a certain distance from the existing foundations of the house. The existing garage prevents relocation of the pool due to its location on the back side of the property. The associated driveways required to access said garage prevent the pool from being moved to the side of the lot, which would typically be an option when working with a shallow lot. Please see exhibit A1, as the lot to the East had this solution available. Because of the existing garage location, this was not an option for the Rossi's lot. As a result of the lot's limitations, the existing pool is located too close to the home's foundation which has led to serious termite damage resulting from the lack of drainage. A small adjustment to the setback would allow for a solution that prevents water from collecting and provides a safe pathway between the home and pool.

Thirdly, in addition to the constraints caused by the property's shape, there are also hardships due to a lack of traditional infrastructure in the neighborhood. This neighborhood is not connected to the public sewer system and therefore a significant amount of lot square footage needs to be set aside for current and future leach areas. These areas and their restrictions from property lines, structures and rainwater retention areas have a significant impact on the amount of the lot that can be developed as shown in Exhibit C.

Fourthly, the 8'0" public utility easement and the physical existence of an underground irrigation pipe across the north property line, as shown in Exhibit C, significantly impacts the development of the rear yard. It's existence specifically limits development for the last 8'0" of the rear yard. The existing wall along the North property line is located in the easement which limits and restricts use of the property up to 5 feet in certain areas. The location of this existing rear wall further limits the real working area for the pool and amenities.

Context For Variance Request

The context for this variance request arises from five distinct hardships that are unique to this property and to this project.

Firstly, our request for this variance is based on the limitations caused by the property's depth as seen in Exhibit C. This shallow geometry is inconsistent with minimum lot development standards for a typical R-18A lot. Since the inconsistency amounts to 35'0", reducing the setback by 6" would provide the necessary relief to properly develop the rear yard.

Secondly, the limitations created by the lot's geometry impacted the original footprint of the home. The dimensions of the shallow area that remained after the typical prescribed setbacks were 50'0" by 130'0", which drove the current architectural solution. This solution placed the garages on the far west end of the lot with access from the west; appropriately keeping the garage doors from facing the street. The original west facing garage, driveway and back-up area required a significant portion of the lot's remaining buildable area. This original layout left development of the rear yard to the minimum 35'0" prescribed space, so that even the original pool was in violation of the current 20'0" pool setback by 100 square feet (as seen in Exhibit C1). This pool layout was unsafe because it led to water accumulating along the pool deck next to the building, creating a dangerous bottleneck and fall zone. This was also problematic because the lack of proper drainage led to foundation and termite problems. An adjustment to the setback would allow for a planting area that would minimize moisture at the home's foundation.

The third property related hardship has to do with the lack of traditional infrastructure unique to this property. Meeting the requirements associated with developing a septic system and the associated leach field/pit on small lots can be difficult because of the area required and the restrictions on adjacent developments. The required area for a septic system and future leach/pit areas directly affect development of the pool location and the landscape design by eliminating alternative development options, as shown in Exhibit C. Planning for a secondary leach field is always required. With the re-design of the pool, there would be no spacing issues.

The last property hardship involves the public utility easement that wraps around the property. The 8'0" easement had a significant impact on the development of the landscape design and location of the swimming pool. This is concerning because the current wall separating the properties is not on the property line. As shown on Exhibit C, the property line wall is located 3'0" to 5'0" past the property line, directly impacting safe development of the area. This 5'0" difference restricts the development of the rear yard by up to 15%, which is a significant restriction when developing such a shallow area.

Neighborhood Information and Existing Details

The Quail Vista Subdivision is located west of Scottsdale Road and north of Scottsdale Fashion Square. A collection of smaller homes on ½ acre properties, line the edge of Paradise Valley and create a wonderful transition to the heavy commercial zoning along Scottsdale Road and Camelback.

This pocket neighborhood has a rich history and exists as a family focused environment that

continues to redefine itself in positive new ways as the old housing stock is redeveloped. Some have chosen to tear down the existing structures and develop large homes on these small properties. The Rossis have chosen to embrace the existing structure and rework the existing footprint to maintain its connection to the character of these single-story homes.

Neighbor Support

The Rossis strive to be good neighbors and request this variance in light of the minimal impact the development of the rear yard would have on the adjacent properties' privacy. We have included letters of support for our variance request in Exhibit E.

Variance Criteria

- 1. *"That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and"* (Town Code Section 2-5-3(C)4).**

This property is impacted by four special circumstances that limit development of the rear yard: the lot's shallow geometry, the original home's footprint, existing infrastructure, and the easement that runs along the Northern property line. This variance acknowledges that the Rossi's property is only 120'0" deep, which is 35'0" shy of the minimum standard of 155'0" in this zoning district. Exhibit A1 demonstrates that the surrounding lots are on average significantly less shallow. The adjacent lots range in depth from 120'0" to 150'0" showing that the Rossi's lot is one of the shallowest in the neighborhood. This provides further context on why the lot's development has presented unusual challenges that necessitate a variance request.

The request to decrease the swimming pool setback to 14'0" would not only recognize the negative impact of the original plat and unusual lot shape, but would also acknowledge the existing home's linear footprint and garage access. The location of the existing garage and driveway prevents the swimming pool from being re-located to the side of the lot, which would normally be a solution for shallow properties.

In addition to this, the existing infrastructure requirements and easements extend this matter beyond the subject of convenience, as it impacts the applicant's ability to safely and properly enjoy the property's rear yard. This minor adjustment allows for adequate drainage between the home and pool, eliminating the possibility of water accumulation that could lead to accidents as well as termite and foundation issues. The requested set back would provide just enough space to allow for safe passage and drainage between the pool and house which should have a distance of 9'0". The current distance is only 4'7". Additionally, the public utility easement reduces the amount of space that can be developed for the rear yard by 8'0". Without a variance, this property would not have access to the same rights and amenities that similar surrounding properties enjoy. The design of the pool addresses these issues with a modest 12'0" width that allows for a smaller adjustment to the setback.

2. *“That the special circumstances applicable to the property were not self-imposed or created by the property owner; and” (Town Code Section 2-5-3(C)4).*

The circumstances that have led to this variance request are not self-imposed by the property owner. While the Rossis were aware of the lot’s unique shape, additional surveys revealed how restrictive it would be in terms of safely developing the rear yard. The existing property does not meet current development standards and the current owners were not involved in previous approvals. This remodel is focused on maintaining the existing home in a sustainable and safe way. The pool that already existed on the lot when it was purchased is in violation of the current setback requirements and has led to structural instability and water damage. To safely re-develop the pool, reducing the setback by 6’0” allows for a modest pool size, proper drainage, and safe circulation patterns. The pool would be smaller than most of the existing pools in the neighborhood (Exhibit A1). These uncontrollable and unforeseeable circumstances were not brought about by the property owner and they should not continue to limit the site’s potential.

The special circumstances posing an objective hardship to the applicant are not a result of misunderstanding or mistake. The existing pool is unsafe and improperly located too close to the existing home. If not for the unusual hardships discussed, this lot would have easily accommodated a pool and would have allowed for proper drainage as well as safe usage.

3. *“That the strict application of the Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district” (Town Code Section 2-5- 3(C)4).*

The shallow geometry of this property and the layout of the existing home create unique hardships that limit development of a swimming pool and other amenities in the rear yard. Most surrounding properties (see Exhibit A1) are deep enough to accommodate a swimming pool, but the location of this lot makes it challenging to incorporate one into the design. A minimum depth of 155’0” is typical for an R-18A lot, and would normally allow for the development of a pool. The size of the Rossi’s lot totals to only 120’0”, which is significantly smaller than standard lots in the area by 35’0”. The approval of this variance request will not negatively impact the community, and will provide the Rossi’s the same privileges as their neighbors. In the aerial photo in Exhibit A1, there are multiple surrounding properties whose current pools also have a setback under 20’0”. The Rossi’s pool will reflect the shallow property, at only 12’0” wide. This pool is smaller than average and would be considered modest when compared to adjacent pools, which can be seen in Exhibit A1. For these reasons, the request for a 14’0” pool set back would preserve the reasonably expected property rights that typically apply within this home’s classification and zoning district.

This request to decrease the pool setback to 14’0” is in harmony with the general

purpose and intent of the zoning ordinance. It does not allow the applicant any special privileges for their property, and it does not negatively impact the neighborhood's residents. Decreasing the setback will allow the swimming pool to be properly positioned in a safe fashion. It will also allow the resident's to enjoy a common amenity, typical for homes in this neighborhood. The swimming pool's size is modest and consistent with other pools in the area (Exhibit A1). This variance recognizes the limitations caused by the existing lot shape that affects how the rear yard can be developed and used. This request is further in harmony with the general purpose and intent of a variance because it mitigates the impact of past developments that were outside of the owner's control, such as the narrow platting and 8'0" easement along the North side of the property.

This variance does not provide special privileges inconsistent with limitations that apply to surrounding properties. It requests the minimum adjustment to create a safe and enjoyable rear yard. It would also address issues related to the existing layout such as the unsafe bottleneck adjacent to the house and the lack of proper drainage. A modest decrease in the pool setback is not a special privilege to the applicant, but rather it is necessary to ensure the property can be enjoyed in a reasonable and safe manner consistent with other properties in this zoning area.

Conclusion

Based on these itemized responses and feedback received from the Board, we are requesting a variance that would allow for a minimum decrease in the pool setback from the current 20'0" to 14'0". As demonstrated in Exhibit B this variance request is directly related to the lot being undersized by 35'0". The difference between the minimum standard of 155'0" and the platted 120'0" impacts the Rossi's ability to properly develop their rear yard consistent with surrounding neighbors. After reducing the size of the pool, the proposed design allows for a small adjustment that would ensure the Rossi's home can be enjoyed in a safe fashion consistent with their neighbors. This variance would not only mitigate the impact of the lot's unusual shape and size, but ensure the rights and safety of the property owners.

Please let us know if there are any additional documents or materials that would be helpful in assessing this variance request. Thank you for your time, and I look forward to reaching a resolution.

Sincerely

A handwritten signature in black ink, appearing to read "David Dick", written in a cursive style.

David Dick, AIA, NCARB



AERIAL - EXIST.

APPROX. SCALE: 1" = 20'-0"



BUILDING DATA

PROJECT ADDRESS:

7000 E VERMONT AVE
PARADISE VALLEY, AZ 85253

OWNER:

ONE LEXINGTON LLC
509 BEDFORD ST
LEXINGTON, MA 02420

APN#

173-18-031A

LEGAL DESCRIPTION

LOT 3, QUAIL VISTA

ZONING:

R-18A (PER TOWN OF PARADISE VALLEY)

NET LOT AREA:

22,209 SF. (0.510 AC PER SURVEY)

PRELIMINARY

DAVID DICK, ARCHITECT
7400 E. McDONALD DR., SUITE 122
SCOTTSDALE, ARIZONA 85250
(480) 945-1898 OFFICE
(480) 945-8866 FAX

DATE: 07-15-2025

SCALE: AS NOTED

A CUSTOM REMODEL FOR:

ROSSI RESIDENCE

7000 E. VERMONT AVE.
PARADISE VALLEY, AZ 85253

EXHIBIT A



BUILDING DATA

PROJECT ADDRESS:

1000 E VERMONT AVE
PARADISE VALLEY, AZ 85253

OWNER:

ONE LEXINGTON LLC
509 BEDFORD ST
LEXINGTON, MA 02420

APN#

173-18-031A

LEGAL DESCRIPTION

LOT 3, QUAIL VISTA

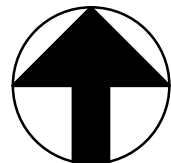
ZONING:

R-18A (PER TOWN OF PARADISE VALLEY)

NET LOT AREA:

22,209 SF. (0.510 AC PER SURVEY)

AERIAL OF
NEIGHBORHOOD



NORTH

PRELIMINARY

DAVID DICK, ARCHITECT
7400 E. McDONALD DR., SUITE 122
SCOTTSDALE, ARIZONA 85250
(480) 945-1898 OFFICE
(480) 945-8866 FAX

DATE: 07-15-2025
SCALE: AS NOTED

A CUSTOM REMODEL FOR:
ROSSI RESIDENCE
7000 E. VERMONT AVE.
EXHIBIT
A1
PARADISE VALLEY, AZ 85253

BUILDING DATA

PROJECT ADDRESS:

7000 E VERMONT AVE
PARADISE VALLEY, AZ 85253

OWNER:

ONE LEXINGTON LLC
509 BEDFORD ST
LEXINGTON, MA 02420

APN#

173-18-031A

LEGAL DESCRIPTION

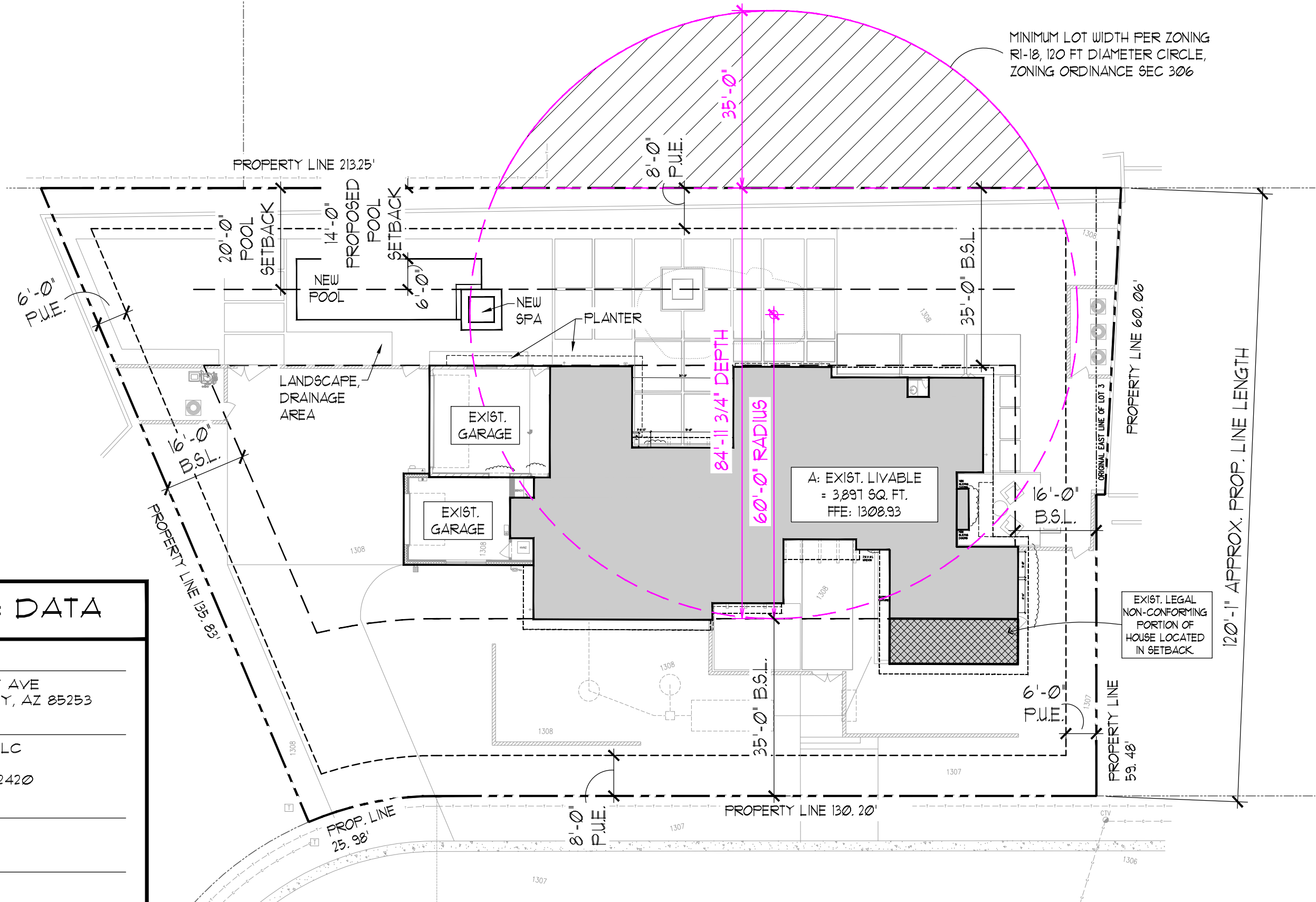
LOT 3, QUAIL VISTA

ZONING:

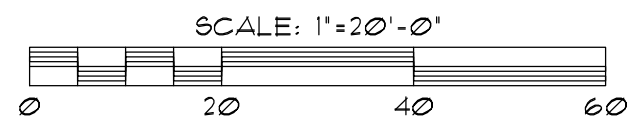
R-18A (PER TOWN OF PARADISE VALLEY)

NET LOT AREA:

22,209 SF. (0.510 AC PER SURVEY)



SITE PLAN - MINIMUM LOT REQUIREMENT DIAGRAM



SCALE: 1" = 20'-0"



PRELIMINARY

DAVID DICK, ARCHITECT
7400 E. McDONALD DR., SUITE 122
SCOTTSDALE, ARIZONA 85256
(480) 945-1898 OFFICE
(480) 945-8866 FAX

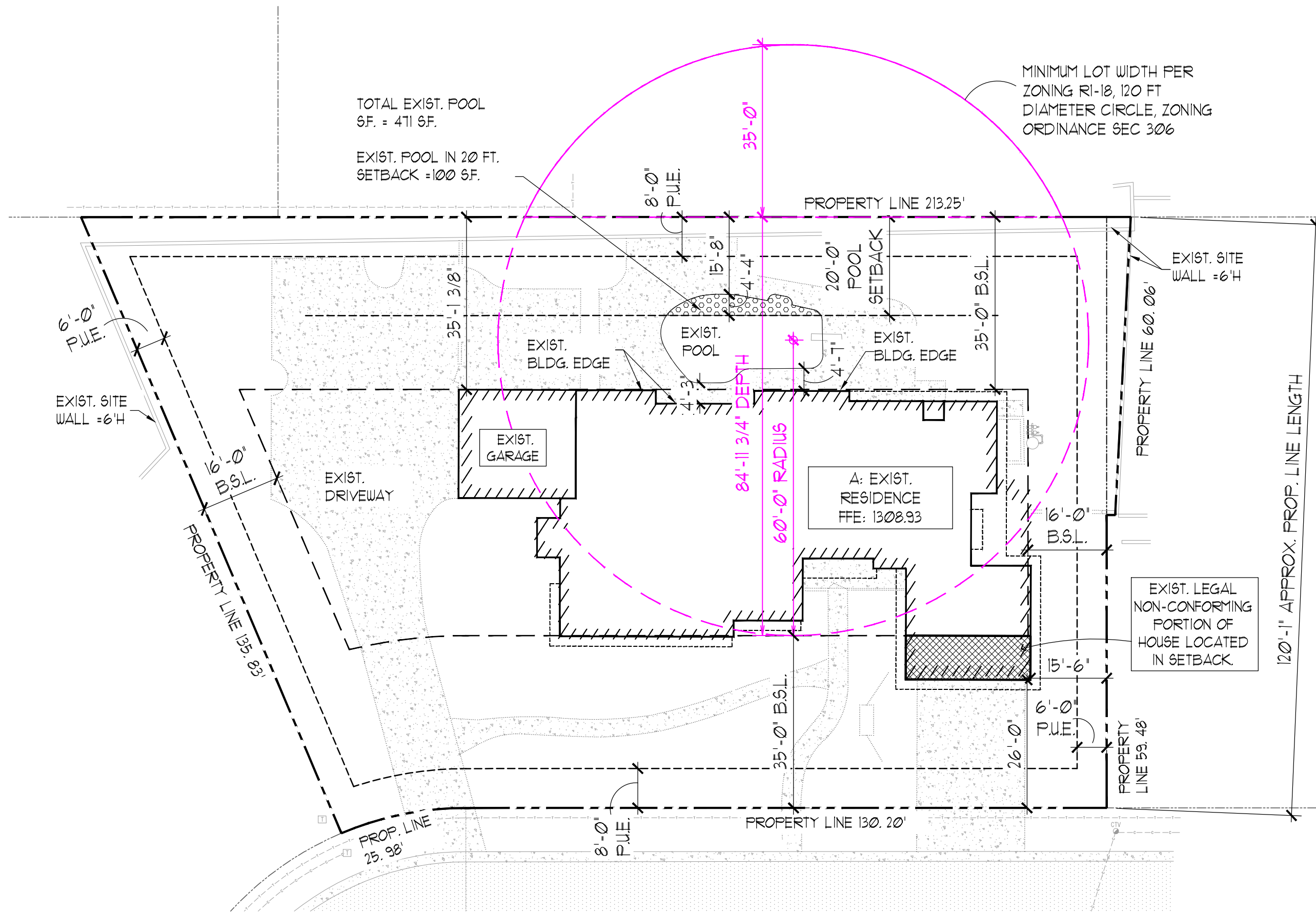
DATE: 07-15-2025
SCALE: AS NOTED

A CUSTOM REMODEL FOR:
ROSSI RESIDENCE
7000 E. VERMONT AVE.
PARADISE VALLEY, AZ 85253
B

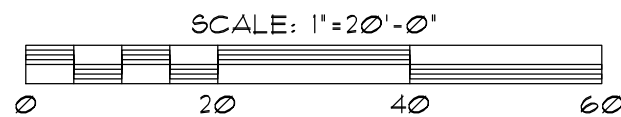
22,209 S.F. (0.510 AC PER SURVEY)

NORTH

ROSSI RESIDENCE
7000 E. VERMONT AVE.
PARADISE VALLEY, AZ 85253



EXISTING SITE PLAN - EXISTING POOL



SCALE: 1" = 20'-0"

SCALE: 1" = 20'-0"



PRELIMINARY

Unofficial Document

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 173 - 18 - 031A
BOOK MAP PARCEL SPLIT

Does this sale include any parcels that are being split / divided?

Check one: Yes ☐ No ☒

How many parcels, other than the Primary Parcel, are included in this sale? _____

Please list the additional parcels below (attach list if necessary):

(1) _____ (3) _____
(2) _____ (4) _____

2. SELLER'S NAME AND ADDRESS:

Julia M. Peek, Trustee of The Julia M. Peek Trust dated Octob

228 Loyden Dr
Rogue River, Oregon 97537

3. (a) BUYER'S NAME AND ADDRESS:

One Lexington, LLC

509 Bedford Street

Lexington, MA 02420

(b) Are the Buyer and Seller related? Yes ☐ No ☒

If Yes, state relationship: _____

4. ADDRESS OF PROPERTY:

7000 East Vermont Avenue

Paradise Valley, AZ 85253

5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)

One Lexington, LLC

509 Bedford Street

Lexington, MA 02420

(b) Next tax payment due 10/01/2024

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box

- a. ☐ Vacant Land f. ☐ Commercial or Industrial Use
b. ☒ Single Family Residence g. ☐ Agricultural
c. ☐ Condo or Townhouse h. ☐ Mobile or Manufactured Home
d. ☐ 2-4 Plex i. ☐ Other Use; Specify: _____
e. ☐ Apartment Building

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:

- a. ☐ To be used as a primary residence.
b. ☐ To be rented to someone other than a "qualified family member."
c. ☒ To be used as a non-primary or secondary residence.

See reverse side for definition of a "primary residence, secondary residence" and "family member."

8. If you checked e or f in Item 6 above, indicate the number of units: _____

For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY

Signature of Seller / Agent

State of Arizona, County of Maricopa

Subscribed and sworn to before me on this 20th day of Oct 20 23

Notary Public Sara Callahan

Notary Expiration Date 02/16/2027

DOR FORM 82162 (02/2019)



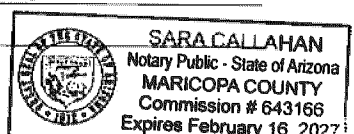
Signature of Buyer / Agent

State of Arizona, County of Maricopa

Subscribed and sworn to before me on this 20th day of Oct 20 23

Notary Public Sara Callahan

Notary Expiration Date 02/16/2027



9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

- a. ☒ Warranty Deed d. ☐ Contract or Agreement
b. ☐ Special Warranty Deed e. ☐ Quit Claim Deed
c. ☐ Joint Tenancy Deed f. ☐ Other:

10. SALE PRICE: \$ 1,910,000.00 00

11. DATE OF SALE (Numeric Digits): 10 23
Month / Year

12. DOWN PAYMENT \$ 0 00

13. METHOD OF FINANCING:

- a. ☒ Cash (100% of Sale Price) e. ☐ New loan(s) from financial Institution:
b. ☐ Barter or trade (1) ☐ Conventional
c. ☐ Assumption of existing loan(s) (2) ☐ VA
d. ☐ Seller Loan (Carryback) (3) ☐ FHA
f. ☐ Other financing; Specify: _____

14. PERSONAL PROPERTY (see reverse side for definition):

(a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒

(b) If Yes, provide the dollar amount of the Personal Property:

\$ 00 AND

briefly describe the Personal Property: _____

15. PARTIAL INTEREST: If only a partial ownership interest is being sold,

briefly describe the partial interest: N/A

16. SOLAR / ENERGY EFFICIENT COMPONENTS:

(a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒

If Yes, briefly describe the solar / energy efficient components: _____

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):

Landmark Title
2720 E Camelback Rd Ste 100
Phoenix, AZ 85016

18. LEGAL DESCRIPTION (attach copy if necessary):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

Parcel 1:

Lot 3, of QUAIL VISTA, according to the plat of record of the office of the County Recorder of Maricopa County, Arizona, recorded in Book 194 of Maps, Page 31.

Parcel 2:

A portion of Lot 4, of QUAIL VISTA which is a portion of the Northeast quarter of the Southeast quarter of Section 15, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as recorded in Book 194 of Maps, Page 31 of Maricopa County Records, as follows:

Beginning at the Northwest corner of Lot 4, thence North 89 degrees 59 minutes 39 seconds East along the North property line of Lot 4 a distance of 4.90 feet to a point; thence South 03 degrees 00 minutes 07 seconds West a distance of 60.60 feet to a point; thence due west 1.70 feet to a point; thence North 00 degrees 00 minutes 20 seconds East a distance of 60.50 feet to the point of beginning.



Landmark Title Assurance Agency of Arizona, LLC
2720 East Camelback Road, Suite 100
Phoenix, AZ 85016
Phone: (602) 775-5990
Fax: (602) 682-3498

November 22, 2023

ONE LEXINGTON LLC
509 BEDFORD ST
LEXINGTON MA 02420

Re: Property Address: 7000 East Vermont Avenue, Paradise Valley, AZ 85253
Escrow No.: 1261-050-LV

All of us at Landmark Title Assurance Agency of Arizona LLC sincerely appreciate the privilege of having served you in this transaction. We are pleased to have attached for your records your final title insurance policy, issued with electronic signatures.

Your policy of title insurance is an important record. It provides you with valuable protection of your interest in real property and should be stored in a safe place for future reference.

The Company now has a special file set up on the property, so we are in a position to provide you with outstanding service in any future transaction you may choose to let us handle. Please specify Landmark Title Assurance Agency of Arizona LLC for your future title insurance needs.

Thank you for the opportunity to serve you in this transaction. If we can be of any further assistance in this, or any other matter, please do not hesitate to contact us.

Thank you.
Landmark Title Assurance Agency of Arizona, LLC

Liza Vasquez
Escrow Officer



HOMEOWNER'S POLICY OF TITLE INSURANCE
For a one-to-four family residence
Issued By
FIRST NATIONAL TITLE INSURANCE COMPANY

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 2 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page 4
- Exclusions on page 4 and 5
- Conditions on pages 5 through 7.

You should keep the Policy even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS ON PAGE 5 and 6.

The premium for this Policy is paid once. No additional premium is owed for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy--and not this sheet--is the legal document,

YOU SHOULD READ THE POLICY VERY CAREFULLY.

If You have any questions about Your Policy, contact: FIRST NATIONAL TITLE INSURANCE COMPANY, [Underwriter Address].

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As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.



OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions on page 4 and 5
- The Conditions on pages 5 through 7.

COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
 - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
 - b. Someone else's failure to create a valid document by electronic means.
 - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
 - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
 - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
 - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
 - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
 - b. Mortgage;
 - c. judgment, state or federal tax lien;
 - d. charge by a homeowner's or condominium association; or
 - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
 - a. any obligation to perform maintenance or repair on the Land; or
 - b. environmental protection of any kind, including hazardous or toxic conditions or substances unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.



14. The violation or enforcement of those portions of any law or government regulation concerning:
- building;
 - zoning;
 - land use;
 - improvements on the Land;
 - land division; or
 - environmental protection,
- if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
- You are unable to obtain a building permit;
 - You are required to correct or remove the violation; or
 - someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
- The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
- there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
 - the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date -- other than boundary walls or fences -- which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.



30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

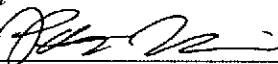
We can end Our duty to defend Your Title under Section 4 of the Conditions.

THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES A AND B.

In Witness Whereof, First National Title Insurance Company has caused this policy to be signed and sealed by duly authorized officers as of Date of Policy shown in Schedule A.



FIRST NATIONAL TITLE INSURANCE COMPANY

By: 
J. Christopher Phillips, President/CEO

Patrick McMillan, Treasurer

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.



5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

CONDITIONS

1. DEFINITIONS

- a. Easement - the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity - a legal entity or Trust established by a Natural Person for estate planning.
- c. Known - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- d. Land - the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage - a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person - a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date - the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records - records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title - the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust - a living trust established by a Natural Person for estate planning.
- k. We/Our/Us - First National Title Insurance Company
- l. You/Your - the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of Your Trust or any Estate Planning Entity created for You to whom or to which You transfer Your Title after the Policy Date;
 - (4) the beneficiaries of Your Trust upon Your death; or
 - (5) anyone who receives Your Title by a transfer effective on Your death as authorized by law.
- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

3. HOW TO MAKE A CLAIM

- a. Prompt Notice Of Your Claim
 - (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
 - (2) Send Your notice to First National Title Insurance Company at [Underwriter Claims Address]. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
 - (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.
- b. Proof Of Your Loss
 - (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
 - (a) the basis of Your claim;
 - (b) the Covered Risks which resulted in Your loss;
 - (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss.
 - (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.



personal property before You relocate it.

- d. All payments We make under this Policy reduce the Policy Amount then in force, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.
- e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
 - (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under Section 4.a. of these Conditions;
 - (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force ; and
 - (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
 - (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
 - (2) to You for Your loss that You have not already collected;
 - (3) to Us for any money We paid out under this Policy on account of Your claim; and
 - (4) to You whatever is left.
- d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.

8. THIS POLICY IS THE ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. INCREASED POLICY AMOUNT

The Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

11. ARBITRATION

- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.
- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.

12. CHOICE OF LAW

The law of the state where the Land is located shall apply to this policy.

AMERICAN
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HOMEOWNER'S POLICY OF TITLE INSURANCE
For a one-to-four family residence
Issued By
FIRST NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Name and Address of Title Insurance Company: First National Title Insurance Company, 2400 Dallas Parkway, Ste. 580, Plano, TX 75093.

Policy No.: 1001-9120119

Premium: \$5,825.00

Policy Amount: \$1,910,000.00

Policy Date [and Time]: October 26, 2023 at 11:12 AM or recording date of the insured instrument, whichever is later

Deductible Amounts and Maximum Dollar Limits of Liability
For Covered Risk 16, 18, 19 and 21:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000

Street Address of the Land: 7000 East Vermont Avenue, Paradise Valley, AZ 85253

1. Name of Insured:
One Lexington, LLC, an Arizona limited liability company
2. Your interest in the Land covered by this Policy is:
fee simple
3. The Land referred to in this Policy is described as:
See attached Exhibit A.

By:

Authorized Countersignature



FIRST NATIONAL TITLE INSURANCE COMPANY

FNTI Form No.: 1001 ALTA Homeowner's Policy of Title Insurance - Revised 12/2/2013

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SCHEDULE B

EXCEPTIONS

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

1. THE EFFECT of Ordinance Number 379 by the Town of Paradise Valley recorded in
Document No. 1994-777058
2. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
3. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer not yet due and payable for the following year:

Second half of 2023
5. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
6. EASEMENTS, restrictions, reservations, conditions and set-back lines as set forth on the plat of said subdivision recorded in Book 194 of Maps and Plats at Page 31.
7. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument Recorded in Docket 12643 at Page 1440
8. THE EFFECT of Ordinance Number 394 by the Town of Paradise Valley recorded in
Document No. 1995-97049
9. THE EFFECT of Ordinance Number 2021-01 by the Town of Paradise Valley recorded in
Document No. 2021-226100
10. MATTERS SHOWN ON SURVEY recorded in Book 645 of Maps, Page 1
11. RIGHTS OF PARTIES in possession.
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.



HOMEOWNER'S POLICY OF TITLE INSURANCE
For a one-to-four family residence
Issued By
FIRST NATIONAL TITLE INSURANCE COMPANY

EXHIBIT A

PROPERTY DESCRIPTION

File No.: 1261-050-LV

Policy No.: 1001-9120119

Parcel 1:

Lot 3, of QUAIL VISTA, according to the plat of record of the office of the County Recorder of Maricopa County, Arizona, recorded in Book 194 of Maps, Page 31.

Parcel 2:

A portion of Lot 4, of QUAIL VISTA which is a portion of the Northeast quarter of the Southeast quarter of Section 15, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as recorded in Book 194 of Maps, Page 31 of Maricopa County Records, as follows:

Beginning at the Northwest corner of Lot 4, thence North 89 degrees 59 minutes 39 seconds East along the North property line of Lot 4 a distance of 4.90 feet to a point; thence South 03 degrees 00 minutes 07 seconds West a distance of 60.60 feet to a point; thence due west 1.70 feet to a point; thence North 00 degrees 00 minutes 20 seconds East a distance of 60.50 feet to the point of beginning.

- (3) We may require You to answer questions about Your claim under oath.
- (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
 - (1) Pay the claim;
 - (2) Negotiate a settlement;
 - (3) Bring or defend a legal action related to the claim;
 - (4) Pay You the amount required by this Policy;
 - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
 - (1) Your actual loss;
 - (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
 - (3) the Policy Amount then in force.
 and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.
- b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:
 - (1) the Policy Amount then in force will be increased by 10% of the Policy Amount shown in Schedule A, and
 - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
- c. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
- (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:
 - (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (i) the cause of the claim is removed; or
 - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.
 - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the

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September 24, 2025

Brandon McMahon
Planning & Development Services
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

Re: 7000 E Vermont Ave

Dear Brandon,

We have reviewed the proposed site plan for Paul Rossi at 7000 E Vermont Ave, Paradise Valley, AZ 85233 dated 10-26-10. We have no issue with the reduction of the pool set back for this lot as shown on this site plan.

Signed by:
Oriana Lehman Wood 
F58A0401A7B849C...

9/29/2025

Signature

Date

Address: 5222 N Quail Run Place, Paradise Valley, AZ 85253

ARCHITECT

DAVID DICK, AIA

7400 E. McDonald Dr. Suite,
122
Scottsdale, Arizona
85250

(480)945-1898
(480)945-8856 fax
dd@ddarchstudio.com

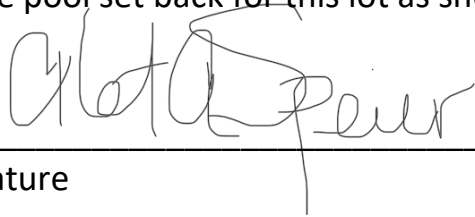
September 24, 2025

Brandon McMahon
Planning & Development Services
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

Re: 7000 E Vermont Ave

Dear Brandon,

We have reviewed the proposed site plan for Paul Rossi at 7000 E Vermont Ave, Paradise Valley, AZ 85233 dated 10-26-10. We have no issue with the reduction of the pool set back for this lot as shown on this site plan.



Signature

Date

Address: 7014 E Vermont ave. PV AZ 85253. 10/2/2025

ARCHITECT

DAVID DICK, AIA

7400 E. McDonald Dr. Suite,
122
Scottsdale, Arizona
85250

(480)945-1898
(480)945-8856 fax
dd@ddarchstudio.com

September 24, 2025

Brandon McMahon
Planning & Development Services
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

Re: 7000 E Vermont Ave

Dear Brandon,

We have reviewed the proposed site plan for Paul Rossi at 7000 E Vermont Ave, Paradise Valley, AZ 85233 dated 10-26-10. We have no issue with the reduction of the pool set back for this lot as shown on this site plan.

10/13/2025

Signature	Martin Applebaum	Date
	7015 East Vermont Ave	
Address:	Paradise Valley, AZ 85253	

ARCHITECT

DAVID DICK, AIA
7400 E. McDonald Dr. Suite,
122
Scottsdale, Arizona
85250

(480)945-1898
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