

**207 Waiver**

**Title**

**Legal Description**

**Policy or Appeals**

**Correspondence Between Legal & Staff**

**Letter of Authorization**

**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY:**

**Empire West Title Agency**

As agent for

**First American Title Insurance Company**

**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

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Agreement to Issue Policy

Schedule A

1. Commitment Date
2. Policies to be Issued, Amounts And Proposed Insured
3. Interest in the Land and Owner
4. Description of the Land

Schedule B-1 - Requirements

Schedule B-2 - Exceptions

Conditions

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY**

**If you have any questions about the Commitment, contact:**

**Empire West Title Agency**

**4808 North 22nd Street, Suite 100, Phoenix, AZ 85016**

**Phone: 602-749-7000 Fax: 602-386-3001**

**5-DR-2016  
01/27/16**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY**

**Empire West Title Agency**  
As agent for  
**First American Title Insurance Company**  
**AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

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Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

The above exceptions will be eliminated from any ALTA Extended Coverage Policy, ALTA Plain Language Policy, ALTA Homeowner's Policy, ALTA Expanded Coverage Residential Loan policy and any short form versions thereof. However, the same or similar exceptions may be made.

**FIRST AMERICAN TITLE INSURANCE COMPANY  
ISSUED BY  
EMPIRE WEST TITLE AGENCY  
SCHEDULE A**

Address Reference: **4002-4009 N. KALARAMA, SCOTTSDALE, AZ**

1. Effective Date: **November 23, 2015 at 7:30 am**

2. Policy or Policies to be issued:

A. **ALTA Owners 2006 Extended Coverage**

Proposed Insured: **to come**

- 3A. The estate or interest in the land described in this Commitment and covered herein is **Fee** and title thereto is at the effective date hereof vested in:  
**KALARAMA PLACE, LLC, an Arizona limited liability company, as to Parcel Nos. 1 through 5 and RASHID, LLC, an Arizona limited liability company, as to Parcel No. 6**
- 3B. Title to the estate herein described upon issuance of the Policy shall be vested in:  
**to come**
4. The land referred to in the Commitment is situate in the county of **Maricopa**, State of **Arizona** and is described in the attached exhibit "A".

Please direct all inquires and correspondence to:  
Empire West Title Agency  
Escrow Officer: **Patty Marino**  
Phone: **602-749-7000**

Empire West Title Agency, issuing agent for  
First American Title Insurance Company  
By:  
Title Department

**EXHIBIT "A"**

**PARCEL NO. 1:**

**Lot 35, of SCOTTSDALE PARKWAY, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona recorded in Book 76 of Maps, page 21;**

**EXCEPT the South 22 feet thereof as measured along the East line of said Lot 35.**

**PARCEL NO. 2:**

**Lot 36, of SCOTTSDALE PARKWAY, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 76 of Maps, page 21;**

**EXCEPT the South 22 feet thereof as measured along the West line of said Lot 36.**

**PARCEL NO. 3:**

**Lot 37 and the South 22 feet of Lot 36, as measured along the West line of Lot 36, of SCOTTSDALE PARKWAY, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 76 of Maps, page 21.**

**PARCEL NO. 4:**

**Lot 34 and the South 22 feet of Lot 35 as measured along the East line of Lot 35, of SCOTTSDALE PARKWAY, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 76 of Maps, page 21.**

**EXCEPT FROM PARCELS 1 THROUGH 4 ABOVE, those portions described in Deed of Right of Way to the City of Scottsdale recorded in Instrument 2005-98940 of Official Records.**

**PARCEL NO. 5:**

**A portion of 77th Way as shown on SCOTTSDALE PARKWAY as recorded in Book 76 of Maps, page 21, records of Maricopa County, Arizona located in a portion of the Northeast quarter of Section 26, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being more particularly described as follows:**

**COMMENCING at the Southwest corner of Lot 37 of said SCOTTSDALE PARKWAY;**

**THENCE South 89 degrees 54 minutes 50 seconds East 83.00 feet to the most Southerly Southeast corner of said Lot 37 and the beginning of a tangent curve to the left having a radius of 11.98 feet, and also the POINT OF BEGINNING;**

**THENCE Northeasterly along the arc of said tangent curve through a central angle of 90 degrees 05 minutes 10 seconds an arc distance of 18.84 feet;**

**THENCE North 00 degrees 00 minutes 00 seconds East 18.52 feet to the beginning of a tangent curve to the left having a radius of 45.00 feet;**

**THENCE Northwesterly along the arc of said curve through a central angle of 34 degrees 33 minutes 37 seconds an arc distance of 27.14 feet to a point of reverse curve having a radius of 40.00 feet;**

**THENCE Northerly, Easterly and Southerly along the arc of said curve through a central angle of 249 degrees 07 minutes 14 seconds an arc distance of 173.92 to a point of reverse curve having a radius of 45.00 feet;**

**THENCE Southwesterly along the arc of said curve through a central angle of 34 degrees 33 minutes 37 seconds an arc distance of 27.14 feet;**

**THENCE South 00 degrees 00 minutes 00 seconds West 18.60 feet to the beginning of a tangent curve to the left having a radius of 12.02 feet;**

**THENCE Southeasterly along the arc of said curve through a central angle of 89 degrees 54 minutes 50 seconds an arc distance of 18.86 feet to the most Southerly Southwest corner of Lot 34 of said SCOTTSDALE PARKWAY;**

**THENCE North 89 degrees 54 minutes 50 seconds West along a line 30.00 feet North of and parallel with the Monument line of Main Street as shown on said SCOTTSDALE PARKWAY 74.00 feet to the POINT OF BEGINNING.**

**PARCEL NO. 6:**

**Lots 22, 23 and the South 24 feet of Lot 24, of SCOTTSDALE PARKWAY, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona recorded in Book 76 of Maps, page 21.**

**SCHEDULE B**  
**SECTION ONE - REQUIREMENTS**

1. **Record Reconveyance of Deed of Trust securing an original indebtedness in the amount of \$520,000.00 recorded March 14, 2013 as Document No. 2013-234959 of Official Records:**

**Dated:** March 8, 2013  
**Trustor:** Kalarama Place LLC  
**Trustee:** Empire west Title agency  
**Beneficiary:** Washington Federal

2. **Record Release of Assignment of Rents and Leases from Kalarama Place LLC to Washington Federal recorded March 14, 2013 as Document No. 2013-234960 of Official Records, given as additional security for the indebtedness secured by the Deed of Trust.**
3. **Dismissal with Prejudice of Civil Suit including Record Release of Lis Pendens recorded March 3, 2015 as 2015-140426 of Official Records.**

**Case No.:** CV2015-003208  
**Plaintiff:** Kuhlwein Custom Homes, LLC  
**Defendant:** Jahangir Hashemi and Saeedeh Hashemi  
**Purpose:** foreclose mechanics lien

4. **Record Release of Mechanic's Lien recorded November 4, 2014 as 2014-732344 of Official Records, Kuhlwein Custom Homes, LLC, (Claimant) -vs- Jahangir Hashemi and Saeedeh Hashemi, (Defendants), in the amount of \$3687.33.**
5. **Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification to Empire West Title Agency and the underwriter named in this commitment, and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a) and 20(b) from Table A thereof.**

**NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b), 7(c) and 9 of Table A and information regarding the usage of the property must be included.**

**NOTE: Said survey must be certified to Empire West Title Agency and First American Title Insurance Company.**

6. **Provide proper notification prior to the closing of this transaction to Empire West Title Agency for an inspection to be completed and to disclose any additional exceptions and/or requirements.**
7. **Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.**
8. **Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission, and any amendments thereto, of Kalarama Place LLC, an Arizona limited liability company.**

9. **Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of Kalarama Place LLC, a limited liability company.**
10. **Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission, and any amendments thereto, of RASHID, LLC, an Arizona limited liability company.**
11. **Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of RASHID, LLC, a limited liability company.**
12. **Furnish the Company with Owners Affidavit executed by Kalarama Place LLC and RASHID, LLC.**
13. **Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.**
14. **Approval by all parties to this transaction of the description used herein.**
15. **Record Deed from Kalarama Place LLC, an Arizona limited liability company to \_\_\_\_\_. (Parcels 1 through 5)**
16. **Record Deed from RASHID, LLC, an Arizona limited liability company to \_\_\_\_\_. (Parcel 6)**

**NOTE: See attached tax sheets.**

Map Note: The attached map, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Arbitration notice: The policy to be issued may contain an Arbitration Clause. When the amount of insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this commitment or report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



**SCHEDULE B  
SECTION TWO -- EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. **Second installment of 2015 taxes, a lien, payable on or before March 1, 2016 and delinquent May 1, 2016.**
2. **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.**
3. **Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.**
4. **Water rights, claims or title to water, whether or not shown by the public records.**
5. **The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.**
6. **Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 76 of Maps, Page 21, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).**
7. **An easement for public utilities and water lines and incidental purposes, recorded in Document no. 2005-10040 of Official Records.**
8. **An easement for sidewalks, utilities, pipes and poles and incidental purposes, recorded in Document no. 2005-98940 of Official Records.**
9. **The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.**

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based upon this Commitment and is subject to its terms.

**PRIVACY POLICY - FIRST AMERICAN TITLE INSURANCE COMPANY****We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, First American Title Insurance Company, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public records or from another person or entity. First American Title Insurance Company has also adopted broader guidelines that govern our use of personal information regardless of its source. First American Title Insurance Company calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American Title Insurance Company's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Owner Certification  
Acknowledging Receipt  
Of  
Notice Of Right To Appeal  
Exactions And Dedications

I hereby certify that I am the owner of property located at:

\_\_\_\_\_  
(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.

x Jahy M...  
Signature of Property Owner

1-15-16  
Date

5-DR-2016  
01/27/16

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: \_\_\_\_\_
- b. County Tax Assessor's Parcel Number \_\_\_\_\_
- c. General Location \_\_\_\_\_
- d. Parcel Size: \_\_\_\_\_
- e. Legal Description: \_\_\_\_\_  
(If the land is a platted lot, then write the lot number, subdivision, name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

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

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

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

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

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

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

Name (printed)

Scott MERMIT  
JAYAN IN HASHEM

Date

1/27, 2016  
1/27, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_

Signature

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_