

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



Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 10225 & 10227 N. SCOTTSDALE RD. SCOTTSDALE
- b. County Tax Assessor's Parcel Number: 175-33-039A & 175-33-039A AZ 85253
- c. General Location: SOUTHEAST AREA OF SCOTTSDALE RD. & SHEA
- d. Parcel Size: TOTAL 4,800 S.F. (2,400 S.F. OR 30' X 80' EACH PARCEL)
- e. Legal Description: LOTS 39 & 40, PARADISE VALLEY PLAZA

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

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

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

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

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

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

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

Name (printed)	Date	Signature
<u>HUI PING WANG</u>	<u>06/28</u> , 20 <u>16</u>	<u>[Signature]</u>
_____	_____, 20__	_____
_____	_____, 20__	_____
_____	_____, 20__	_____

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


Authorized Countersignature

stewart
title guaranty company




Matt Morris
President and CEO

Stewart Title & Trust of Phoenix, Inc.
2930 E. Camelback Rd., Suite 210
Phoenix, AZ 85016
(602) 462-8000


Denise Carraux
Secretary

7-DR-2017
02/09/2017

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

As to ALTA 2006 Policy forms:

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL NO. 1:

Lot 39, PARADISE VALLEY PLAZA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 94 of Maps, Page 15;

TOGETHER WITH an undivided 1/90th interest in and to Tracts "B" and "C", Paradise Valley Plaza, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 94 of Maps, Page 15.

PARCEL NO. 2:

Lot 40, PARADISE VALLEY PLAZA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 94 of Maps, Page 15;

TOGETHER WITH an undivided 1/90th interest in and to Tracts "B" and "C", Paradise Valley Plaza, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 94 of Maps, Page 15.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05501-21435

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. 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.
2. Taxes and assessments collectible by the County Treasurer, a lien for the year 2016.
3. Liabilities and obligations imposed upon said land by reason of its inclusion within Paradise Valley Plaza Owners' Association.
4. Easements, restrictions, reservations, conditions, set back lines and all other matters as set forth on the plat of Paradise Valley Plaza, recorded in Book 94 of Maps, Page 15, 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.
5. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, 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 contained in instrument recorded in Docket 3645, Page 301, First Amendment recorded in Document No. 92-0144874, Amendment recorded in Document No. 93-0025467 and Third Amendment recorded in Document No. 2004-0949113.
6. Resolution No. 2464 recorded in Document No. 84-552032.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B**

File No.: 05501-21435

REQUIREMENTS

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a. Print must be ten-point type (pica) or larger.
- b. Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.
(NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any documents containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. APPROVAL by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.

PLEASE NOTE: SOME COVERAGE, INCLUDING MECHANIC'S LIEN, CERTAIN ENDORSEMENTS, ETC., MAY REQUIRE ADDITIONAL TIME TO OBTAIN APPROVAL. NOTIFY US ABOUT ANY REQUESTED ADDITIONAL COVERAGE AS SOON AS POSSIBLE TO AVOID DELAYS.

2. THE RIGHT IS RESERVED by the Company to make additional exceptions and/or requirements should additional information be provided that changes or modifies the proposed transaction beyond the scope of that defined by Schedule A of this Commitment for Title Insurance.
3. PAY 2015 taxes for the full year and interest, Parcel Nos. 175-33-038A 9 and 175-33-039A 6. (tax sheets)
4. PROPER SHOWING that all regular and special assessments levied by the Paradise Valley Plaza Owners' Association have been paid.
5. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation(s), please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company with Affidavit of No Open Deeds of Trust or Mortgages.

6. RECORD FULL RELEASE of Notice and Claim of Lien

Dated: August 20, 1993
Claimant: Paradise valley Plaza Owner's Association, an Arizona corporation
Against: Margaret Yosepian, a single woman, Atlanta Hosepian, a single woman and Jean Yosepian, a single woman
Recorded: August 26, 1993, in Document No. 93-0571800

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05501-21435

7. RECORD FULL RELEASE of Notice and Claim of Lien
Dated: August 20, 1993
Claimant: Paradise valley Plaza Owner's Association, an Arizona corporation
Against: Margaret Yosepian, a single woman, Atlanta Hosepian, a single woman and Jean Yosepian, a single woman
Recorded: August 26, 1993, in Document No. 93-0571801
8. RECORD Affidavit of Death of Joint Tenant for Margaret Yosepian, needs to be signed by one of the other joint tenants, Atlanta Hosepian or Jean Yosepian. (Affidavit of Death of Joint Tenant recorded in Document No. 2015-0892347 was signed by Lisa Carriell Dale who is not a part of the Joint Tenancy.) THE RIGHT IS RESERVED to make additional exceptions or requirements based upon information furnished.
9. RECORD Deed from Jean Yosepian, an unmarried woman to the parties to be insured herein.

COMPLIANCE with A.R.S. 11-1133, which states that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording. Pursuant to A.R.S. 1134 A & B, the affidavit and fee required by this article may not apply to certain deeds and/or transfers of title. If a document is exempt, the Exemption Code must appear on the face of the document.

NOTE: 2015 Tax Parcel Nos. 175-33-038 9 and 175-33-039A 6 (tax sheets)(assessor map)

PRIOR to recording, obtain current tax information from:
Maricopa County Treasurer
301 W. Jefferson
Phoenix, AZ 85003
Phone: (602) 506-8511
<http://treasurer.maricopa.gov/index.htm>

NOTE: Arizona Revised Statutes Section 6-483 regulates the disbursement of funds by escrow agents. Funds received by Stewart Title & Trust of Phoenix, Inc. via wire transfer may be disbursed upon receipt. Other types of payments may delay closing of your transaction. You should contact your escrow officer directly to obtain wiring instructions.

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.