



207 Waiver

Title

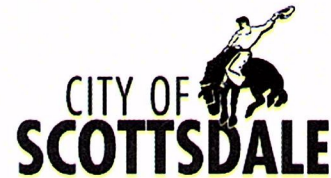
Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 7539 East 1st Street
- b. County Tax Assessor's Parcel Number: 130-25-021
- c. General Location: 1st Street west of Miller Road
- d. Parcel Size: 70' x 132.12 = 9,247 s.f. net
- e. Legal Description: Lot 3, Block 2, REDDELL MANOR, Book 49, maps, page 27 MCR

(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)

Michael Simonson

Date

APRIL 30, 2019

Signature

Michael Simonson, Pres.

_____, 20____

_____, 20____

_____, 20____

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ www.ScottsdaleAZ.gov

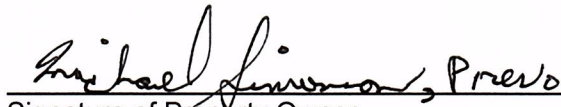
Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications

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

7539 East 1st Street

(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.


Signature of Property Owner

APRIL 30, 2019
Date

CASE NUMBER: 174-PA-2019

ADDRESS:

7539 EAST FIRST STREET
SCOTTSDALE, ARIZONA 85251
PARCEL NUMBER: 130-25-021

LEGAL DESCRIPTION:

Lot 3, Block 2, REDDELL MANOR, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 49 of Maps, page 27.

PROFESSIONAL OFFICES
FOR: SIMONSON BUILDINGS, INC. SCOTTSDALE, ARIZONA



**architects & planners
international, inc.**

4717 E. mcdowell suite 100 phoenix, arizona 85008 (602) 273-4202

JOB NO: 1903

DATE: 5-30-19

SHEET:

Commitment

Fidelity National Title - Phoenix

File No.: 55001655

Introducing LiveLOOK

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Fidelity National Title

File No.: 55001655

12345 Main Street, Phoenix, Arizona

APR 2, 2018 AT 1:00 A.M.

SUMMARY

VESTING: Sam Seller and Tracy Seller, Husband and wife as joint tenants

ADDRESS: 12345 Main Street, Phoenix, California

FORM OF POLICY: A CLOUTIER 2013 Homeowner's Policy of Title Insurance ALTA Loan 2005

FILE NUMBER: UN1234567890

PLANT DATE: April 2, 2018 at 7:57 a.m.

PROPERTY TYPE: Single Family Residence

EXCEPTIONS

- A. Property taxes, which are a lien for all due and payable
- B. Supplemental or assigned assignments of any
- C. Payment of Contractual Assignment Required - HSDG FACT
- D. Easement
- E. Deed of Trust
- F. Abstract of Judgment
- G. Notice of Independent Solar Energy System Producer Contract
- H. Financing Statement
- I. If the land is within the area affected by a Geographic Targeting Order issued by the CFTN

Effortless, Efficient, Compliant, and Accessible

APPLICATION FOR THE ISSUANCE OF CONDITION OF TITLE REPORT

Applicant is in the process of investigating the Ownership of and defects, liens and encumbrances against an Interest in Land. As a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Report based upon the hereinafter defined Title Instruments, which Report will disclose the Ownership of and defects, liens and encumbrances against the hereinafter identified Interest in the hereinafter described Land. Applicant does not at this time need nor desire the benefit or protection afforded by a Policy of Title Insurance. The Report provided will be solely for the purpose of facilitating Applicant's investigation and for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Report shall mean:

- a. Applicant – The party or parties who have executed this Application and who are named in the Report.
- b. Company – The Title Insurance Company making the Report.
- c. Report – Condition of Title Report.
- d. Land – The real property described in the Application.
- e. Interest – The Estate in the Land described on the Application.
- f. Ownership – The Vesting of title to the Interest identified in the Application.
- g. Title Instruments:

- 1. Documents recorded in the Office of the County Recorder of the County in which the land is located reviewed by the Company to facilitate the Company's issuance of title insurance policies excluding therefrom, however, any documents pertaining to (a) unpatented mining claims, (b) patents, (c) water rights, claims or title to water, (d) the lease, grant, exception or reservation of minerals or mineral rights.
- 2. Documents, obtained by the Company to facilitate the issuance of title insurance policies, relating to the payment of Real Estate Taxes levied on the Interest in the Land excluding therefrom, however, any special assessments which are not collected by the Tax Collector for the County in which the Land is located.

2. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

3. The Interest in the Land is a:

- ☒ a. Fee
- ☐ b. Leasehold created by _____
- ☐ c. Other _____

4. Applicant specifically instructs the Company to set forth in the Report only the Ownership of and defects, liens and encumbrances against the Interest in the Land as disclosed by the Title Instruments. Applicant understands that during the course of preparing the Report, the Company may become aware of other matters pertaining to the Land or other Interests therein. Even if the company knows or would have reason to know Applicant may have an interest in these other matters, Applicant imposes no duty or responsibility on the Company to disclose those matters to Applicant either through the Report or otherwise.

5. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND AGREES:

- a. That the Company's sole obligation under the Report, and this Application, shall be to set forth the Ownership of and defects, liens and encumbrances against the Interest in the Land as disclosed by the Title Instruments.
- b. That the Company shall not be obligated under this Report to pay costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.
- c. That the Report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.
- d. That the Company's liability under the Report for an error or omission is, as stated below, limited and that if Applicant desires that the Company assume additional liability, a Policy of Title Insurance, Binder, Commitment, or Guarantee should be requested.
- e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of this Application and the Report.
- f. That the Report is not valid and the Company shall have no liability thereunder unless this Application is attached thereto.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS REPORT SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO SET FORTH THE OWNERSHIP OF AND DEFECTS, LIENS AND ENCUMBRANCES AGAINST THE INTEREST IN THE LAND AS DISCLOSED BY THE TITLE INSTRUMENTS, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED LOSS TO THE APPLICANT; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF FIVE THOUSAND DOLLARS (\$5,000.00).

ACCORDINGLY, APPLICANT REQUESTS THAT THE REPORT BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE REPORT.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTOOD ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

EXECUTED THIS _____ day of _____, _____ .

(This Application must be signed by the Applicant or an agent representing the Applicant.)

APPLICANT: _____
Print or Type Name

MAILING ADDRESS: _____

Signature

Telephone

AGENT FOR
APPLICANT _____

MAILING ADDRESS: _____

Print or Type Name

Signature

Telephone



Fidelity National Title Insurance Company

Title No.: **AZ-FMPC-IMP-N/A-1-19-55001655**

CONDITION OF TITLE REPORT

Fidelity National Title Insurance Company, a Florida Corporation,
herein called the Company,

SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF THE APPLICATION FOR THIS CONDITION OF TITLE REPORT, WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND MADE A PART HEREOF

REPORTS

To the party named in Schedule A, that as disclosed by the Title Instruments, the ownership of and the defects liens and encumbrances against the Interest in the Land are as shown in Schedule B.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at the issuing office or to:

*Fidelity National Title Insurance Company Claims Center
PO Box 45023
Jacksonville, Florida, 32232-5023
Attn: Claims Administration*

THIS REPORT IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE, OR COPY THEREOF, IS ATTACHED HERETO.

Countersigned by:

Natalie Bombardieri

Authorized Signature



By:

Randy Quirk

Randy Quirk, President

Attest:

Michael Gravelle

Michael Gravelle, Secretary

CONDITION OF TITLE REPORT

SCHEDULE A

Fee: **\$0.00**

Date of Report: **April 11, 2019 at 7:30 AM**

1. Name of Party:

To Come

2. The Interest referred to in the Application is:

A FEE

3. The Land referred to in the Application is described as follows:

See Exhibit A attached hereto and made a part hereof.

Issuing agent for **Fidelity National Title Insurance Company**

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **MARICOPA**, STATE OF **ARIZONA**, AND IS DESCRIBED AS FOLLOWS:

Lot 3, Block 2 of Reddell Manor, according to the Plat of record in the Office of the County Recorder of Maricopa County, Arizona, in Book 49 of Maps, Page 27.

APN: 130-25-021

CONDITION OF TITLE REPORT

SCHEDULE B

Fidelity National Title Insurance Company reports that Title Instruments, on the date hereof, disclose:

1. Ownership of the Interest is in the name of:

Simonson Buildings, Inc., an Arizona Corporation
2. The following defects, liens and encumbrances (which are not necessarily shown in their order of priority) against the Interest:
 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2019.
 2. Any outstanding liabilities and obligations, including unpaid assessments, 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 purposes of obtaining water rights for said Land.
 3. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
 4. Water rights, claims or title to water, whether or not disclosed by the public records.
 5. Easements, covenants, conditions and restrictions as set forth on the recorded plat of said subdivision.
 6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Road or Highway
Recording Date: March 30, 1967
Recording No: [Docket 6501, Page 646](#)
 7. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: [Docket 681, Page 229](#)

Modification(s) of said covenants, conditions and restrictions

Recording No: [Docket 7959, Page 120](#)
8. A resolution in favor of City of Scottsdale

For: Southeast Downtown Redevelopment Area
Recording Date: September 2, 1994
[Recording No: 1994-0657928](#)

SCHEDULE B
(Continued)

9. Matters contained in that certain document

Entitled: Waiver of Right to Make a Claim Under Proposition 207
Recording No: 2008-1080363

Reference is hereby made to said document for full particulars.

10. Matters contained in that certain document

Entitled: Waiver of Right to Make a Claim Under Proposition 207
Recording No: 2009-0493756

Reference is hereby made to said document for full particulars.

11. 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, 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 an owner's Affidavit of no open Deed of Trust(s).

12. Tax Note:

Year:	2018
<u>Tax Parcel No:</u>	<u>130-25-021</u>
Total Tax:	\$1,691.40
First Installment Amount:	PAID
Second Installment Amount:	\$845.70

3. The following matters are disclosed by name only and the Company, without additional information, is unable to determine whether any or all of these matters are defects, liens or encumbrances against the Interest:

NONE