

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



First American Title

Commitment

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency, LLC

FIRST AMERICAN TITLE INSURANCE COMPANY, ("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 180 days 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.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Issued by:



FIRST ARIZONA
TITLE AGENCY

6263 North Scottsdale Road, Suite 190
Scottsdale, AZ 85250

(This Commitment is valid only when Schedules A and B are attached)

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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.
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/>>.*



First American Title

Schedule A

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency, LLC

File No.: 11-175875

1. Effective Date: July 03, 2017

2. Policy or Policies to be issued:

AMOUNT

- a. ☒ ALTA Standard Owner's Policy \$3,500,000.00
- ☐ ALTA Extended Owner's Policy
- ☐ ALTA Residential Plain Language Owner's Policy
- ☐ ALTA Homeowner's Policy of Title Insurance

Proposed Insured: CITY OF SCOTTSDALE

- b. ☐ ALTA Standard Loan Policy \$0.00
- ☐ ALTA Extended Loan Policy
- ☐ ALTA Short Form Residential Loan Policy
- ☐ ALTA Residential Limited Coverage Jr. Loan Policy

Proposed Insured:

- c. ☐ \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in: Richard A. Funke, as Trustee of the Zebra Family Trust, dated October 10, 1991
5. The land referred to in this Commitment is described as follows:
Legal Description: See Exhibit "A"

First Arizona Title Agency, LLC as Agent for First American Title Insurance Company
Title Examiner: Bonnie Wilson
Amended:

Exhibit "A"

Real property in the City of **Scottsdale**, County of **Maricopa**, State of **Arizona**, described as follows:

PARCEL NO. 1:

Lots 5, 6 and 7, Block 2, SCOTTSDALE, a subdivision of record in the office of the Maricopa County Recorder, in Book 6 of Maps, page 26

EXCEPT that part Condemned to the City of Scottsdale in Final Order of Condemnation entered in Case No. CV 97-21730 and recorded in Document No. 99-400199, more particularly described as follows:

Beginning at the Northeast corner of said Lot 5;

Thence South 00 degrees 16 minutes 40 seconds West, along the East line of said Lot 5, a distance of 96.20 feet;

Thence North 50 degrees 59 minutes 28 seconds West, a distance of 80.40 feet;

Thence South 86 degrees 12 minutes 15 seconds West, a distance of 87.24 feet to a point on the West line of said Lot 7;

Thence North 0 degree 11 minutes 07 seconds East, along the West line of said Lot 7, a distance of 49.12 feet to the Northwest corner of said Lot 7;

Thence North 89 degrees 08 minutes 22 seconds East, along the North line of said Block 2, a distance of 149.85 feet to the point of beginning.

PARCEL NO. 2:

That part of Lots 8, 9 and 10, Block 2, SCOTTSDALE, a subdivision of record in the office of the Maricopa County Recorder, in Book 6 of Maps, page 26, more particularly described as follows:

Commencing at the Northeast corner of said Lot 8;

Thence South 00 degrees 11 minutes 07 seconds West, along the East line of said Lot 8, a distance of 49.12 feet to the true point of beginning;

Thence continuing South 00 degrees 11 minutes 07 seconds West, a distance of 81.03 feet to the Southeast corner of said Lot 8;

Thence South 89 degrees 08 minutes 00 seconds, West, along the South line of said Lots 8, and 9, a distance of 99.76 feet to the Southwest corner of said Lot 9;

Thence North 00 degrees 07 minutes 25 seconds East, along the West line of said Lot 9, a distance of 29.15 feet;

Thence North 89 degrees 52 minutes 35 seconds West, a distance of 0.19 feet to a point on the West line of that certain property described in Document No. 87-361809, records of Maricopa County, Arizona;

Thence North 00 degrees 00 minutes 26 seconds West, along said West line, a distance of 49.99 feet;

Thence North 89 degrees 08 minutes 22 seconds East, a distance of 63.50 feet;

Thence North 86 degrees 12 minutes 15 seconds East, a distance of 36.73 feet to the true point of beginning.

PARCEL NO. 3:

Lots 20, 21 and 22, Block 2, SCOTTSDALE, a subdivision of record in the office of the Maricopa County Recorder, in Book 6 of Maps, page 26.

EXCEPT that part deeded to the City of Scottsdale in Document No. 97-682785, more particularly described as follows:

Beginning at the Northeast corner of said Lot 22;

Thence South 00 degrees 19 minutes 11 seconds West, along the East line of said Lot 22, a distance of 59.70 feet;

Thence North 56 degrees 29 minutes 27 seconds West, a distance of 51.06 feet to a point of curvature with a radius of 126.50 feet;

Thence Northwesterly, along said curve to the right, through a central angle of 20 degrees 4 minutes 30 seconds, an arc length of 44.32 feet to a point on the North line of said Lot 21;

Thence North 89 degrees 8 minutes 0 seconds East, along the North line of said Lots 21 and 22, a distance of 74.88 feet to the point of beginning.



First American Title

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency, LLC

Schedule BI

File No.: 11-175875

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded, as follows:
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
5. All of 2016 taxes are paid in full.
6. Submit for review an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Zebra Family Trust.
7. Proper showing as to the marital status of Richard A. Funke on July 25, 1991, date of Quit Claim Deed recorded September 6, 1991 as 91-416156 and re-recorded in 2009-352085 of Official Records and disposition of any matters disclosed thereby.

(Affects Parcel No. 1)

8. Record Partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$160,000.00, recorded September 28, 1988 as 88-480518 of Official Records.

Dated: September 22, 1988
Trustor: Richard A. Funke and Florence M. Funke, husband and wife
Trustee: Fidelity National Title Agency
Beneficiary: Camelback Mortgage Corporation

(Affects Parcel No. 1)

9. Record release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$41,340.00, recorded November 26, 1997 as 97-831335 of Official Records.

Dated: November 26, 1997
Trustor: Richard A. Funke, as Trustee of the Zebra Family Trust, daed October 10, 1991
Trustee: ATI Title Agency of Arizona
Beneficiary: Mildred L. Wolfswinkel, an unmarried woman

(Affects Parcel No. 1)

10. Record Partial Release of Judgment to Quiet Title in CV2016-096638, by and between Ina Group, LLC, Plaintiff and Milton I. Liebhaber and Shirley Liebhaber, as Trustee; Harry P. Liebhaber, as Trustee; City of Phoenix; Charles Hoskins, Maricopa County Treasurer, et al, recorded March 31, 2017 in 2017-227903. (Affects Parcel No. 1)
11. Record Deed from Richard A. Funke, as Trustee of the Zebra Family Trust, dated October 10, 1991 to The City of Scottsdale.

NOTE: Said Deed must disclose and identify the names and addresses of the beneficiaries and the Trust Agreement in which the above Trustee is acting pursuant to ARS 33-404.

NOTE: Taxes are assessed in the total amount of \$4,199.18 for the year 2016 under Assessor's Parcel No. 130-12-031B (previous 130-12-031A) (Lots 5 and 6-Parcel No. 1).

NOTE: Taxes are assessed in the total amount of \$2,678.50 for the year 2016 under Assessor's Parcel No. 130-12-032B (previous 130-12-032A) (Lot 7-Parcel No. 1).

NOTE: Taxes are assessed in the total amount of \$4,867.04 for the year 2015 under Assessor's Parcel No. 130-12-033B (Lots 8, 9 and 10-Parcel No. 2).

NOTE: Taxes are assessed in the total amount of \$4,047.34 for the year 2015 under Assessor's Parcel No. 130-12-045 (Lot 20-Parcel No. 3).

NOTE: Taxes are assessed in the total amount of \$3,860.88 for the year 2016 under Assessor's Parcel No. 130-12-046B (Lot 21-Parcel No. 3).

NOTE: Taxes are assessed in the total amount of \$2,860.32 for the year 2016 under Assessor's Parcel No. 130-12-047A (Lot 22-Parcel No. 3).



First American Title

Commitment for Title Insurance

ISSUED BY

First Arizona Title Agency, LLC

Schedule BII

File No.: 11-175875

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Taxes for the year 2017, a lien not yet due and payable.
2. 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.
3. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 6 of Maps, Page 26, 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).
4. All matters as set forth in Resolution No. 6060 for City of Scottsdale Downtown Enhanced Municipal Services Improvement District No. 2, recorded as 97-86152 of Official Records.
5. All matters as set forth in Resolution No. 4698 for City of Scottsdale Downtown Enhanced Municipal Services Improvement District No. 17901, recorded as 2002-538464 of Official Records.
6. Covenants, conditions and restrictions in the document recorded as Book 115 of Deeds, Page 61 (Lot 7), in Book 134 of Deeds, Page 611 (Lot 22), in Book 124 of Deeds, Page 626 (Lot 20 and 21), in Book 134 of Deeds, Page 66 (Lots 5 and 6), in Book 134 of Deeds, Page 343 (Lots 10 and 11), in Book 212 of Deeds, Page 476 (Lots 8 and 9) and in Book 392 of Deeds, Page 328 (Lots 20 and 21) of Official Records, 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 Title 42, Section 3604(c), of the United States Codes.

7. All matters as set forth in Affidavit, recorded as Docket 10005, Page 1147 of Official Records.

(Parcel 2)

8. An easement for road or highway and incidental purposes, recorded as Docket 10057, Page 1100 of Official Records.

(Parcel 1)

9. All matters as set forth in Easement Agreement, recorded as Docket 10211, Page 1031 of Official Records.

(Parcel 2)

PRIVACY POLICY NOTICE

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, 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 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 public records or from another person or entity. In compliance with Title V of the Gramm-Leach-Bliley Act, we are providing you with this document, which notifies you of the privacy policy and practices of First Arizona Title Agency.

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, identity statements, 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 services 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 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.

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 and service 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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: N/A
- b. County Tax Assessor's Parcel Number: Excess Parcels -- Parts of: (A) of 130-12-030A, (B)130-12-029, (C)130-12-048 & 130-12-049B
- c. General Location: West side of Marshall Way, between Indian School Road and 1st Avenue
- d. Parcel Size: (A) 1,569 sf, (B) 286 sf, & (C) 3,107 sf [2,887 sf + added bulnose area +/- 220 sf] = approximately 4,962 sf
- e. Legal Description: see legal descriptions to be provided by Applicant

(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

City of Scottsdale (represented by Sr. Real Estate Manager)

7/07, 2017

[Signature]

_____, 20____

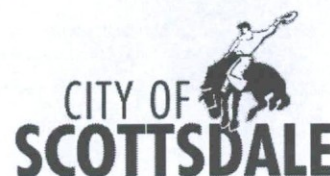
_____, 20____

_____, 20____

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 7033 E Indian School Rd
- b. County Tax Assessor's Parcel Number: 130-12-031A, 130-12-0328, 130-12-0
- c. General Location: SW corner of Indian School Road and Marshall Way
- d. Parcel Size: 0.8198 acres
- e. Legal Description: See attached 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 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

Benjamin Funke

June 14th, 2017

[Signature]

Rob Paulus

June 15th, 2017

[Signature]

Doug Hawkins

June 15, 2017

[Signature]

_____, 20__

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088