

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

See Letter Attached



Request for Site Visits and/or Inspections Development Application (Case Submittals)

This request concerns all property identified in the development application.

Pre-application No: 544 - PA - 15

Project Name: Miller Square of Scottsdale

Project Address: 7550 E. Osborn Rd., Scottsdale, AZ 85251

STATEMENT OF AUTHORITY:

1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the development application.

STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the development application in order to efficiently process the application.
2. I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.

Property owner/Property owners agent: BARBARA MORGENSTERN
Print Name

Barbara Morgenstern
Signature

X

City Use Only:	
Submittal Date: _____	Case number: _____
Planning, Neighborhood & Transportation Division 7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ Phone: 480-312-7000 ♦ Fax: 480-312-7088	

August 12, 2015

RE: 7548 – 7550 E Osborn

Current property owner would like to be kept informed of any scheduled visits to the property. Owner approval is needed for any and all markings, signs, changes to the property.

PLEASE KEEP CURRENT OWNER INFORMED VIA: Email BobbieMRE@gmail.com

There are many very long term tenants and owner does not want tenants to know the property is under contract and may be re-developed.

Should you wish to discuss anything we can be reached at:

Phone numbers: 602-361-7058 Pam and 602-920-6863 Bobbie

Thank you,


Barbara Morgenstern

EXHIBIT "A"

LOTS 3 AND 4, OF ORIOLE SQUARE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 71 OF MAPS, PAGE 25.

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.



First American

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Clear Title Agency of Arizona

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

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 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 the 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
- The Exceptions in Schedule B - Parts 1 and 2
- The Conditions

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

SCHEDULE B - EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

1. Taxes or assessments which 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 which 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 which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
3. Easements, liens or encumbrances, or claims thereof, which are 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.

Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which 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.

Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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 aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**REQUIREMENTS
(Standard)**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.**
- (b) Pay us the premiums, fees and charges for the policy.**
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.**
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.**

(Continued on Requirements Page)

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 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 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

or

eliminate with our written consent any Exceptions shown in Schedule B

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 on this Commitment and is subject to its terms

Note: 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.



Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA we are providing you with this document, which notifies you of the privacy policies and practices of Clear Title of Arizona.

- We may collect nonpublic personal information about from the following sources:
- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files and/or any public records search thereof, or from our affiliates or others.
- Information we receive from a consumer-reporting agency.
- Information, that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law. We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking consumer finance securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



First American Title

Privacy Information

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 subsidiaries 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 that 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 record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

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's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information.

When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Clear Title Agency of Arizona

SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Brandy Kirby Miranda** at (480)278-8460 --- **TITLE INQUIRIES** should be directed to your Title Officer: **Shari Rohrich** at (480)278-8405

Address Reference:
**7548 East Osborn Road, 7550 East Osborn Road
Scottsdale, AZ 85251**

Effective Date: **August 10, 2015 at 7:30 a.m.**

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's Policy for \$713,000.00

Proposed Insured:
The City of Scottsdale

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Barbara Morgenstern, a widow, as to an undivided 50% interest and Karen P. Goldstein, as Trustee of The Allan M. Goldstein Trust dated February 24, 1994 as to an undivided 50% interest

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

The City of Scottsdale, a municipal corporation

4. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:

SEE EXHIBIT "A" ATTACHED HEREIN

Pages 1 through 6 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

LOT 3, OF ORIOLE SQUARE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 71 OF MAPS, PAGE 25.

Clear Title Agency of Arizona

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2015.
(The first half is due October 1, 2015 and is delinquent November 1, 2015. The second half is due March 1, 2016 and is delinquent May 1, 2016.)
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. (All assessments due and payable are paid.)
3. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 71 of Maps, Page 25, 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. 3721, recorded September 02, 1994 as 94-0657928 of Official Records.
5. An easement for telephone and telegraph and incidental purposes, recorded as Docket 4570, Page 19.

(Affects Lot No. 4)

End of Schedule B

Clear Title Agency of Arizona

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

2. All of 2014 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$1,110.80 for the year 2014 under Assessor's Parcel No. 130-24-015 5.

(Affects Lot No. 3)

NOTE: Taxes are assessed in the total amount of \$1,147.16 for the year 2014 under Assessor's Parcel No. 130-24-016 2.

(Affects Lot No. 4)

3. Payment in full of all assessments, late charges, transfer fees, and any other amounts due SALT RIVER VALLEY WATER USER'S ASSOCIATION.

NOTE: Send request to:

SALT RIVER PROJECT
P.O. Box 52149
Phoenix, AZ 85072-2149
(602) 236-5366
Fax: (602) 236-5082

4. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$142,500.00, recorded November 30, 1987 as 87-715214 of Official Records.

Dated: November 03, 1987
Trustor: La Mirada Associates, an Arizona general partnership
Trustee: Southwest Savings and Loan Association, an Arizona corporation
Beneficiary: Southwest Savings and Loan Association, an Arizona corporation

NOTE: Assignment of Lessor's Interest in Leases and of Rents recorded November 30, 1987 as 87-715215 of Official Records

5. Record full reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$135,000.00 recorded December 23, 2003 as 2003-1725988 of Official Records.

Dated: December 19, 2003
Trustor: Evan S Morgenstern and Barbara Morgenstern husband and wife Karen Goldstein an unmarried woman

Trustee: TSA Title Agency
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for
Ampro Mortgage Corporation

NOTE: To inquire about above referenced instrument, please call Mortgage Electronic Registration Systems, Inc. at 1-888-679-6377. Please reference MIN No. 1002748-0006035938-7

(Affects Lot No. 4)

6. Record full reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$135,000.00 recorded December 23, 2003 as 2003-1725997 of Official Records.

Dated: December 19, 2003

Trustor: Evan S Morgenstern and Barbara Morgenstern husband and wife Karen Goldstein an unmarried woman

Trustee: TSA Title Agency

Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Ampro Mortgage Corporation

NOTE: To inquire about above referenced instrument, please call Mortgage Electronic Registration Systems, Inc. at 1-888-679-6377. Please reference MIN No. 1002748-0006035937-9

(Affects Lot No. 3)

7. Submit for review and recordation 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 Morgenstern Family Trust.
8. Submit for review and recordation 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 Evan S. Morgenstern Decedent's Trust.
9. Submit for review and recordation 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 Allan M. Goldstein Trust.
10. Furnish copies of those excerpts from the original trust instrument and later amendments of the Morgenstern Family Trust that designate the trustee and confer on the trustee the power to act in the pending transaction.
11. Furnish copies of those excerpts from the original trust instrument and later amendments of the Allan M. Goldstein Trust that designate the trustee and confer on the trustee the power to act in the pending transaction.
12. Proper showing that the Deed set forth below was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described therein:
Limited Warranty Deed recorded February 03, 2006 as 2006-0162556 of Official Records from Barbara A. Morgenstern, as sole trustee to the Morgenstern Family Trust dated July 2, 2004 50% interest, Grantor, to Barbara A. Morgenstern, sole trustee to the Evan S. Morgenstern Decedent's Trust dated October 20, 2005, Grantee.
13. Proper showing that the Deed set forth below was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land

described therein:

Warranty Deed recorded February 27, 2008 as 2008-0170216 of Official Records from Barbara A. Morgenstern, sole trustee to the Evan S. Morgenstern Decedent's Trust dated October 20, 2005, Karen P. Goldstein, an unmarried woman, Grantor, to Barbara A. Morgenstern, as Trustee of the Morgenstern Family Trust dated July 2, 2004 as to an undivided 50% interest and Karen P. Goldstein, as Trustee of the Allan M. Goldstein Trust dated February 24, 1994 as to an undivided 50% interest, Grantee.

14. Record Warranty Deed from Barbara Morgenstern, a widow to Barbara A. Morgenstern, as Trustee of the Morgenstern Family Trust dated July 2, 2004.

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.

15. Record Warranty Deed from Barbara A. Morgenstern, as Trustee of the Morgenstern Family Trust dated July 2, 2004 as to an undivided 50% interest and Karen P. Goldstein, as Trustee of the Allan M. Goldstein Trust dated February 24, 1994 as to an undivided 50% interest to Buyer(s).

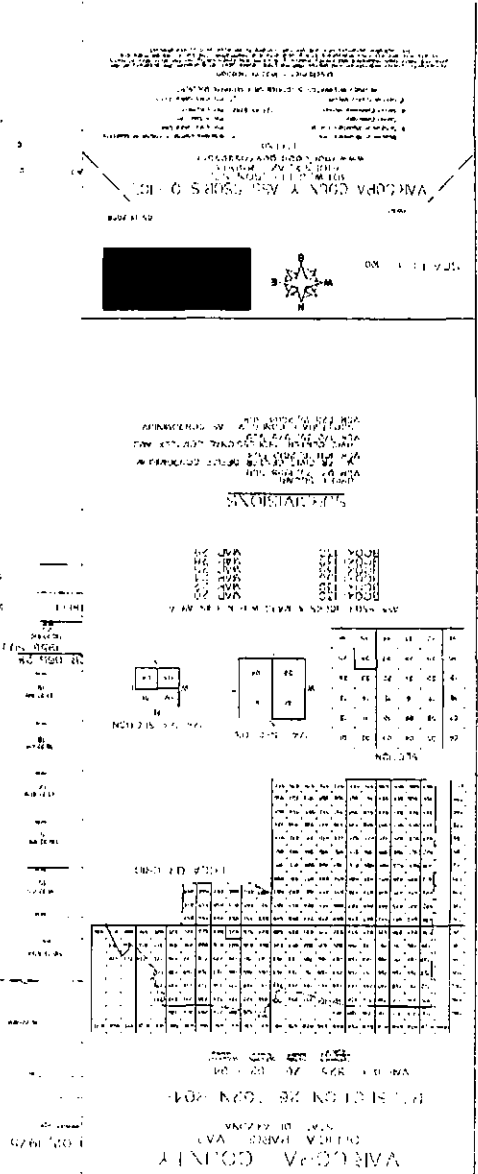
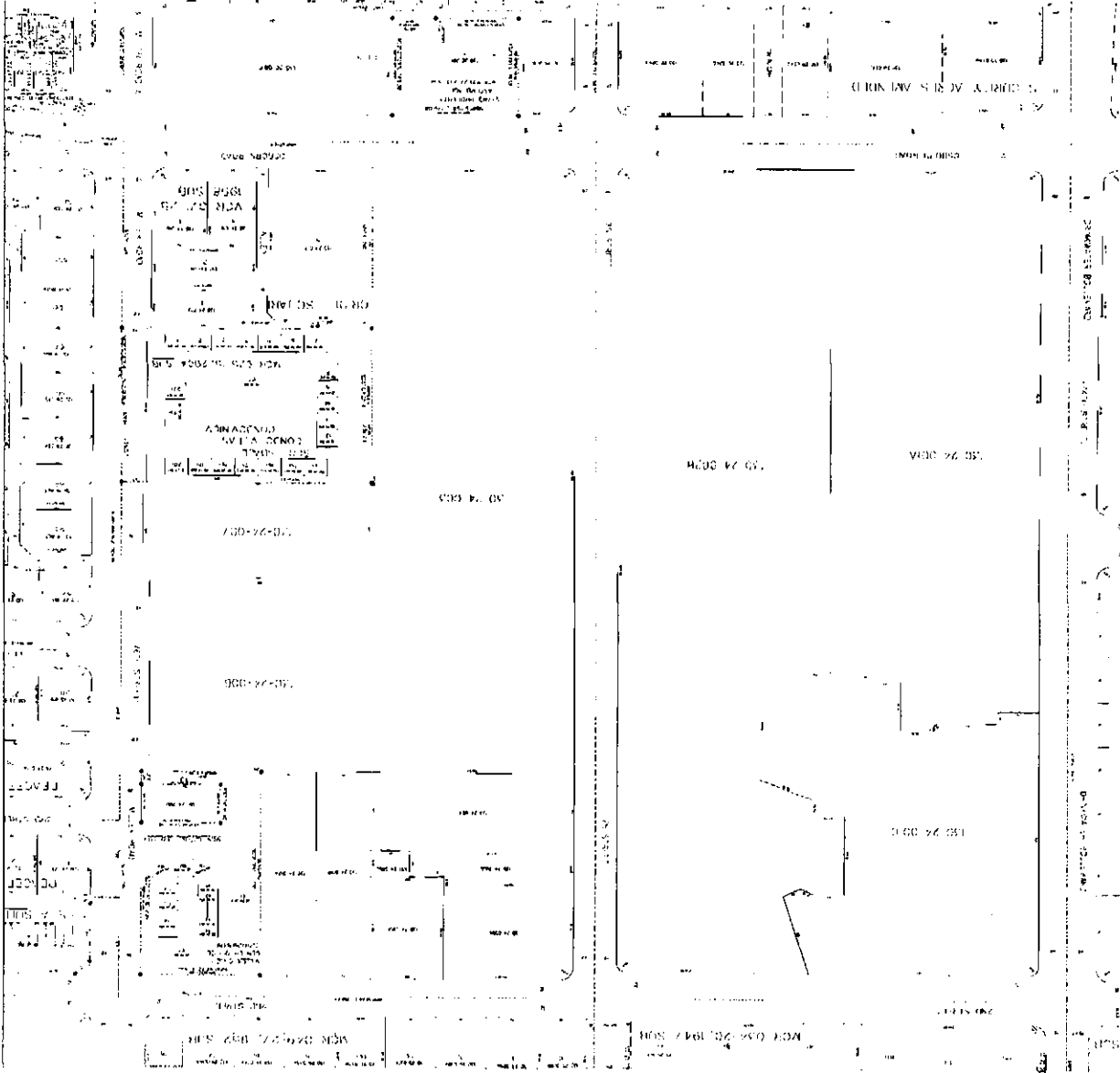
NOTE: Said Deed must disclose and identify the names and addresses of the beneficiaries and the Trust Agreement in which the above Trustee is acting pursuant to ARS 33-404.

16. Such further requirements as may be necessary after completion of the above.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

The map attached, if any, may or may not be a survey of the land depicted hereon. Clear Title Agency of Arizona 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.



DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

End of Requirements

ADDENDUM 2

CASE# 544-PA-15

Document updated: June 1993



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. This is an addendum originated by the: Seller Buyer Landlord Tenant.
- 2. This is an addendum to the Contract dated June 2, 2015 MO/DAYR between the following Parties:
- 3. Seller/Landlord: Barbara Morgenstern &, Karen Goldstein Trustee
- 4. Buyer/Tenant: Urban Development Invstmt llc
- 5. Premises: 7548-7550 E Osborn, Scottsdale, 85251
- 6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
- 7. All parties agree the signatures below shall effectively add signature of Karen
- 8. Goldstein/Karen Goldstein Trust to all future documents signed by Barbara Morgenstern
- 9. related to this sale. The second partner will sign everything required by Title at
- 10. closing.
- 11. _____
- 12. _____
- 13. Title has determined the current vesting is: Barbara Morgenstern, a widow as to an
- 14. undivided 50% interest; Karen P. Goldstein, as Trustee of the Allan M. Goldstein Trust
- 15. dated February 24, 1994 as to an undivided 50% interest. Title also determined the
- 16. individuals/trusts deeded out of La Mirada/La Mirada Associates in 2003.
- 17. _____
- 18. _____
- 19. As per BNSR: unless buyer is able to build 11 or more units the sales price will be
- 20. lowered to \$700,000.00 BNSR effectively signed by all parties 7/15/2015
- 21. _____
- 22. _____
- 23. Addendum 1a, 1b, and 1c are now null and void.
- 24. _____
- 25. _____
- 26. _____
- 27. _____
- 28. _____
- 29. _____
- 30. _____
- 31. _____
- 32. _____
- 33. _____
- 34. _____
- 35. _____
- 36. _____
- 37. _____
- 38. _____
- 39. _____
- 40. _____
- 41. _____

42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

43. Barbara Morgenstern 7/23/15 Karen Goldstein Trustee 7/15/15

44. Seller Buyer Seller Buyer MO/DAYR MO/DAYR

45. Landlord Tenant Landlord Tenant

46. _____

47. Seller Buyer MO/DAYR Seller Buyer MO/DAYR

48. Landlord Tenant Landlord Tenant

49. For Broker Use Only:
 Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DAYR

Pre-application No. 544-PA-15
Project Name: Miller Square of Scottsdale

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 7550 E. Osborn Rd., Scottsdale Az. 85251
- b. County Tax Assessor's Parcel Number 130-24-015 AND 130-24-016
- c. General Location MILLER RD AND OSBORN RD.
- d. Parcel Size: 145' x 125'
- 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 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)
Barbara Morgenstern

Date
8/12 2015

Signature


**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:

7550 E. Osborn Rd Scottsdale AZ 85251

(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 Suzanne Magnusson
Signature of Property Owner

8/12/15
Date