

Driggs Title Agency, Inc.  
**Commitment**

**Escrow No.:** 19-10-156491CP

In response to the application for a policy of title insurance referenced herein, **Driggs Title Agency, Inc.** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Schedule B attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

THE POLICIES CONTEMPLATED BY THIS REPORT WILL BE ISSUED BY DRIGGS TITLE AGENCY, INC., UNDERWRITTEN BY ALLIANT NATIONAL TITLE .

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Schedule B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**A CPL is available upon request by any depositing party.**

**All currently vested owners and all potential owners have been searched for any judgment liens that may affect the property herein described.**

Driggs Title Agency  
2680 S. Val Vista Dr. Bldg. 10-Suite 152  
Gilbert, AZ 85295



---

Authorized Agent or Officer

Commitment Version: 1

COMMITMENT FOR TITLE INSURANCE

Issued By

**Driggs Title Agency, Inc.**  
**Underwritten by Alliant National Title**

**SCHEDULE A**

**Escrow No.:** 19-10-156491CP

Commitment Effective Date: September 19, 2019 8:00 A.M.

Title No.: 19-10-156491CP

**Proposed Coverage:**

**1. Policy (or Policies) to be issued:**

- a. Standard Owners Policy In the Amount of: \$30,000.00

Proposed Insured:  
To be determined

- b. In the Amount of: \$

Proposed Insured:

- c. In the Amount of: \$

Proposed Insured:

**2. Title to the estate or interest in the land upon issuance of the Policy shall be:**

Fee

**3. The Fee estate herein described is currently vested in:**

William F. Eifrig and Gail M. Eifrig, husband and wife, as joint tenants with right of survivorship

**The Fee estate herein described upon issuance of the Policy shall be vested in:**

To be determined

**4. The land referred to in the Commitment is described as follows:**

**See Exhibit A attached hereto and made a part hereof.**

**EXHIBIT "A"**

**Escrow No.:** 19-10-156491CP

:  
:  
:

**Lot 1 of CASAS ARROYO DE SONOITA, a Subdivision of Santa Cruz County, Arizona, according to the Map or plat thereof of record in the office of the County Recorder of Santa Cruz County, Arizona, in Book 3 of Maps and Plats at Page 65 thereof.**

**APN: 110-24-004**

## **REQUIREMENTS**

**Escrow No.:** 19-10-156491CP

For the current tax information Santa Cruz County Treasurer  
please, prior to recording contact: 2150 N. Congress Drive  
Nogales AZ 85621

Phone No.: 520-375-8030

N/A

### **TAX INFORMATION:**

Parcel No.: 110-24-004  
Year: 2018  
Full year amount: 657.34

1. Payment of first half taxes for 2018 and 2019 (Taxes not available at time of report) , plus penalties and interest, if any.\*NOTE: If this is a mobile or manufactured home, please verify that there are no outstanding personal taxes due on the structure.
2. Furnish a proper showing that all assessments levied by Casas Arroyo Association Inc. have been paid to date, including the closing date of this transaction, and any transfer fees that may apply.
3. There are no Deeds of Trust currently of record.

NOTE: Please be advised that our search did not disclose any open Deed 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 Deed of Trust or Mortgages encumbering the land described herein, we will require an "Owner's Affidavit of No Liens/ No Open Deed of Trust".

THIS REQUIREMENT MUST BE TO THE TITLE DEPARTMENT AT LEAST 48 HOURS PRIOR TO CLOSE OF ESCROW.

4. Furnish to the Title Department the names of the Buyers prior to close of this transaction.

THIS REQUIREMENT MUST BE TO THE TITLE DEPARTMENT AT LEAST 48 HOURS PRIOR TO CLOSE OF ESCROW.

5. Notify the borrowers herein that no work is to be done or materials delivered to the premises prior to notice by this company that the documents to be insured have been placed of record.
6. Record a Warranty Deed from William F. Eifrig and Gail M. Eifrig, husband and wife, as joint tenants with right of survivorship to To be determined , the proposed insured Owner(s).

**LENDER'S NOTE:** There is located on said land a Vacant land purportedly known as  
Lot 1 Casa Arroyo de Sonoita, Sonoita, Arizona 85637

**NOTE:** The following is for informational purposes only:  
The current vesting referred to in Schedule A herein, is pursuant to the following documents of record affecting the chain of title: Joint Tenancy Deed, recorded August 2, 2002 in Recording No. Docket 932, page 482 from William F. Eifrig, as Trustee of Trust Number 82033, as executed on the 18th day of January, 1999 to William F. Eifrig and Gail M. Eifrig, husband and wife, as joint tenants with right of survivorship.

**END OF REQUIREMENTS**

## **SCHEDULE B**

**Escrow No.:** 19-10-156491CP

**\*\* NOTE:** The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

1. Reservations, rights, easements or other matters as may be set forth in the Patent to said land recorded in the office of the County Recorder, or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water, whether or not the matters excepted are shown by public records.
3. First Half for the year 2019 a lien not yet due and payable. First half due and payable October 1, 2019 and delinquent on November 1 of that year. Second half payable on or before March 1 of the following year and delinquent on May 1 of that same year.
4. Easements, restrictions, and set-back lines as shown on the recorded plat of said subdivision
5. All matters contained in instrument(s) setting forth covenants, conditions, restrictions, liabilities, obligations and easements recorded: in Recording No. 2006-01332, 2006-01333, 2006-01334 of Official Records (but omitting, if any, such conditions, covenants or restrictions based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant: a) is exempt under Chapter 42, Section 3607 of the United States code; or b) relates to handicap but does not discriminate against handicapped persons).
6. Liabilities and obligations imposed upon said land by reason of inclusion within Casas Arroyo Association Inc. (All assessments have been paid current at time of close.)

## ATTACHMENT ONE

**Escrow No.: 19-10-156491CP**

### AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters;
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy, or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above ALTA policy forms, dated 06-17-06, may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

## EXCEPTIONS FROM COVERAGE

### **Escrow No.: 19-10-156491CP**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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. 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.

ATTACHMENT ONE  
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6-2-98)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (06-17-06)  
EXCLUSIONS

**Escrow No.: 19-10-156491CP**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. Land use
  - d. improvements on Land
  - e. Land division
  - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks

- a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24, or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs. Attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (this paragraph does limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25, and 26; or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Coverage Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the exercise of which are Known to the Insured at:
  - (a) The time of the advance; or
  - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.



## **PRIVACY POLICY NOTICE**

### **Purpose of Notice:**

Alliant National Title Insurance Company and Driggs Title Agency respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

### **Types of Information We May Collect:**

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

### **Use and Disclosure of Information:**

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

### **Protection of Your Personal Information:**

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

### **Changes:**

This notice may be revised in accordance with applicable privacy laws.

## Disclosure Statement

Escrow No.: 19-10-156491CP

Pursuant to Arizona Revised Statutes 11-480, effective 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) Margins of at least one-half inch along all sides, including top and bottom, except the top of the first page which must be at least two inches for recording and return address information. The margin must be clear of all information including, but not limited to, notaries, signatures, and page numbers.
- (c) Each instrument shall be no longer than 8 1/2 inches in width and 14 inches in length.

First half taxes are due on October 1 of the taxable year, and become delinquent on November 1. Second half taxes are due on March 1 of the following year, and become delinquent on May 1.

Arizona notaries who have renewed their commission after July 20, 1996 must use an ink seal; embosser seals will not be accepted subsequent to such renewal.

**A COPY OF THIS COMPANY'S PRIVACY POLICY NOTICE IS ATTACHED HERETO FOR YOUR REVIEW. IF, FOR ANY REASON, YOU DO NOT FIND IT ATTACHED AND YOU WISH TO REQUEST A COPY, PLEASE CALL OUR OFFICE AT (602) 589-5300.**

### **Closing Protection Letter**

Escrow No.: 19-10-156491CP

Pursuant to ARS 6-841.02, a real property escrow agent that is a title insurance agent shall disclose to the buyer and seller of a residential dwelling that the title insurer may offer a closing protection letter that provides for the loss of escrow monies due to fraud or dishonesty of the escrow agent to both buyer and seller. This disclosure applies only to transactions involving a buyer and seller of a residential dwelling (an owner occupied structure or an investment that is designed for residential use by four or fewer families).

Pursuant to ARS 6-841.03, be advised that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States Government. Said funds are, however, deposited in a custodial escrow account at a banking institution whose accounts are insured by the Federal Deposit Insurance Corporation.

### **Deposit of Monies**

Pursuant to ARS Section 6-834, as a depositing party to an escrow transaction you have the right to earn interest by having your funds deposited into an interest bearing account.

Driggs Title Agency, Inc. will establish a separate interest bearing account if you elect to have your funds earn interest. Our fee for this service is \$50.00.

Your funds will earn interest at the prevailing rate of interest paid by the financial institution into which the funds have been deposited.

The following is an example of the amount of interest you might receive for a \$1,000.00 deposit of a typical escrow transaction. The interest rate will be determined by the bank and may change from time to time based on the then prevailing rate offered by the bank.

Example: \$1,000.00 Deposit  
Interest rate of 1.50%  
Based on a thirty day period = \$1.23

Driggs Title Agency, Inc. or its underwriter shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instruction, nor shall Driggs Title Agency, Inc. or its underwriter be liable for any loss or impairment resulting from the failure, insolvency or suspension of financial institution.

Should you wish to receive interest on your deposit, or acquire a closing protection letter, please contact: Carol Paolo at 480 422 7581