

Lot 2 (1.44 acres) | Assessor Parcel #304-47-386F
16429 E. Fairview St, Gilbert, AZ 85295

Driggs Title Agency, Inc

Commitment

Commitment Number: 25-04-232867CH

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 UNITED WEALTH TITLE INSURANCE, INC..

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, Inc
2680 S. Val Vista Dr. Bldg. 10-Suite 152
Gilbert, AZ 85295



Adam Driggs CEO

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
UNITED WEALTH TITLE INSURANCE, INC.

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **United Wealth Title Insurance, Inc.**, an Arizona corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 45 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by United Wealth Title Insurance, Inc.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
 5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;

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- ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
- iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

[11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.]

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Commitment for Title Insurance [2021 v. 01.00 (07-01-2021)]

United Wealth Title Insurance, Inc., 8787 E Pinnacle Peak Rd, Suite 140, Scottsdale, AZ 85255

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

Commitment Number: 25-04-232867CH
Revision Number:
Loan ID Number:

Property Address: 16429 East Frye Road Gilbert Arizona 85295

SCHEDULE A

1. **Commitment Date:** April 17, 2025 8:00 A.M.

2. **Policy to be issued:**

a. Standard Owners Policy
Proposed Insured:
To be determined

Proposed Amount of Insurance: \$

b. ALTA Loan Policy (06/17/06)
Proposed Insured:

Proposed Amount of Insurance: \$

c. ALTA Loan Policy (06/17/06)
Proposed Insured:

Proposed Amount of Insurance: \$

3. **The estate or interest in the Land at the Commitment Date is:**

Fee

4. **The Title is, at the Commitment Date, vested in:**

Robert M. Miller, Trustee of Miller Family Trust U/A/D
March 13, 2008



5. **The land is described as follows:**

See Exhibit A attached hereto and made a part hereof.

END OF SCHEDULE A

EXHIBIT "A"

Commitment Number: 25-04-232867CH

A portion of the West 164.47 feet of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 34, Township 1 South, Range 6 East of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

Commencing at a Chiseled "X" on curb marking the Center quarter corner of said Section 34, from which a Brass Cap flush marking the East quarter corner of said Section 34 bears North 89 Degrees 26 Minutes 13 Seconds East, a distance of 2634.19 feet, and from which a Brass Cap in hand hole marking the South quarter corner of said Section 34, bears South 00 Degrees 16 Minutes 49 Seconds East, a distance of 2633.22 feet. Thence North 89 Degrees 26 Minutes 13 Seconds East along the North boundary of the Southeast quarter of said Section 34, a distance of 329.27 feet to a PK Nail with tag stamped R.L.S. #49864. Thence South 00 Degrees 17 Minutes 50 Seconds East leaving the North boundary of the Southeast quarter of said Section 34, a distance of 278.10 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864, marking the POINT OF BEGINNING;

Thence North 89 Degrees 26 Minutes 13 Seconds East parallel to the North boundary of the Southeast quarter of said Section 34, a distance of 164.47 feet to a SET 5/8-inch Rebar with 2- inch Aluminum Cap stamped R.L.S. #49864;

Thence South 00 Degrees 17 Minutes 50 Seconds East, a distance of 380.13 feet to a SET Tag stamped R.L.S. #49864 on fence post;

Thence South 89 Degrees 25 Minutes 40 Seconds West, a distance of 164.47 feet to a SET PK Nail with tag stamped R.L.S. #49864;

Thence North 00 Degrees 17 Minutes 50 Seconds West, a distance of 380.15 feet to a SET PK Nail with tag stamped R.L.S. #49864, marking the POINT OF BEGINNING.

APN: 304-47-386F

END OF EXHIBIT "A"

SCHEDULE B, PART I - Requirements

Commitment Number: 25-04-232867CH

For the current tax information please, prior to recording contact:

Maricopa County Treasurer
301 W. Jefferson
Phoenix, AZ 85003

Phone Number: (602) 506-8511
Treasurer: treasurer.Maricopa.gov

TAX INFORMATION:

Parcel No.: 304-47-386F

Year: 2024

Full year amount: \$2,780.58

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land.
The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records.
5. Furnish an Identity Statement of Robert M. Miller prior to closing.
*NOTE: It appears there are various Judgments, Liens and other General Index items not shown on the Commitment, possibly pertaining to the above party. To determine if these items are applicable, an Identity Statement should be furnished prior to close of this transaction. Upon review of this statement, the Title Department may issue further requirements as needed.
THIS REQUIREMENT MUST BE TO THE TITLE DEPARTMENT AT LEAST 48 HOURS PRIOR TO CLOSE OF ESCROW.
6. 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 at least 48 hours 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" to be submitted with your recording package.

7. Furnish in the recording package, a copy of the "Certification of Trustee" regarding The Miller Family Trust, dated March 13, 2008. The Trustee(s) is/are Robert M. Miller. Also, furnish that portion of the Certification named "Beneficiaries' Disclosure". This must be attached to any Deeds to be recorded in this transaction.
- 8.* Furnish copy of death certificate for LaRue W. Miller aka LaRue West Miller , deceased.
9. 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.

10. Record a Warranty Deed from Robert M. Miller, Trustee of The Miller Family Trust U/A/D March 13, 2008 to To be determined , the proposed insured Owner(s).

LENDER'S NOTE: There is located on said land a Vacant Land purportedly known as 16429 East Frye Road, Gilbert, Arizona 85295

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: Warranty Deed, recorded April 21, 2023 in Recording No. 2023-0206158, of Official Records from Robert M. Miller, Trustee of Miller Family Trust U/A/D March 13, 2008 to Robert M. Miller, Trustee of Miller Family Trust U/A/D March 13, 2008.

1.* In addition, the following documents have been recorded in the past 24 months:
Trust Transfer Deed, recorded April 13, 2010 in Recording No. 2010-0306574, of Official Records from Robert M. Miller, aka Robert McLaws Miller, and LaRue W. Miller aka LaRue West Miller, husband and wife to Robert M. Miller and LaRue W. Miller, Trustees of Miller Family Trust U/A/D March 13, 2008.



END OF SCHEDULE B, PART I

SCHEDULE B, PART II - Exceptions

Commitment Number: 25-04-232867CH

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A and will include the following Exceptions unless cleared to the satisfaction of the Company:

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. Full Year for the year 2025 a lien not yet due and payable. First half due and payable October 1, 2025 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. Failure of the County Assessor to assess and the County Treasurer to collect taxes on the land and/or improvements referred to herein.
- 5.* Easements, restrictions and set back lines as shown on the Survey Map recorded in Book 1733 of Surveys, page 32, of  Official Records.
- 6.* Designated County Road, recorded in Book 15 of Road Maps, page 3, of Official Records. 
- 7.* All matters as set forth in Road Declared (Road File No. 1577), recorded in Docket 4569, page 483, of  Official Records.
- 8.* Easement and rights incident thereto as set forth in instrument: 
Recorded: in Docket 6941, page 884, of Official Records
Purpose: Ingress, Egress, and Irrigation Ditch
- 9.* Easement and rights incident thereto as set forth in instrument: 
Recorded: in Docket 12939, page 1397, of Official Records
Purpose: Ingress, Egress and Irrigation
- 10.* Easement and rights incident thereto as set forth in instrument: 
Recorded: in Docket 13287, page 1457, of Official Records
Purpose: Highway
- 11.* Easement and rights incident thereto as set forth in instrument: 
Recorded: in Recording No. 2005-1314532, of Official Records
Purpose: Public Utilities
- 12.* Easement and rights incident thereto as set forth in instrument: 
Recorded: in Recording No's. 2005-1314533 and 2005-1314534, of Official Records
Purpose: Ingress, Egress, and Public Utilities

13. Easement and rights incident thereto as set forth in instrument:
Recorded: in Recording No. 2007-0963837 and re-recorded in 2007-1082996 , of Official Records
Purpose: Power Distribution



14.* Easement and rights incident thereto as set forth in instrument:
Recorded: in Recording No. 2023-0206163 , of Official Records
Purpose: Ingress and Egress



15.* Terms and conditions contained in that certain Sewer Line Extension Payback Agreement, recorded in Recording No. 2003-0098510, Assignment, recorded in Recording No. 2012-0108248, and Consent to Assignment, recorded in Recording No. 2016-0447784, of Official Records.



16. Any covenants, conditions or restrictions that may be of record.

END OF SCHEDULE B, PART II

Attachment One

ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

Exclusions From Coverage

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

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. The occupancy, use, or enjoyment of the Land;
 - ii. The character, dimensions, or location of any improvement on the Land;
 - iii. The subdivision of land; or
 - iv. Environmental remediation or protection.
2. Any governmental forfeiture, police, regulatory, or national security power.
3. The effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
4. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
5. Any defect, lien, encumbrance, adverse claim, or other matter:
 1. Created, suffered, assumed, or agreed to by the Insured Claimant;
 2. Not Known to the Company, not recorded in the Public Records at the 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;
 3. Resulting in no loss or damage to the Insured Claimant;
 4. Attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10);
 5. Resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 1. Fraudulent conveyance or fraudulent transfer;
 2. Voidable transfer under the Uniform Voidable Transactions Act;
 3. Preferential transfer:
 - i. To the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. For any other reason not stated in Covered Risk 9.b.
7. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

Exceptions From Coverage

1. (a) Taxes or assessments that 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 that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, 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.
6. Any lien or right to a lien for services, labor, or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

Exclusions From Coverage

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

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. The occupancy, use, or enjoyment of the Land;
 - ii. The character, dimensions, or location of any improvement on the Land;
 - iii. The subdivision of land; or
 - iv. Environmental remediation or protection.
2. Any governmental forfeiture, police, regulatory, or national security power.
3. The effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
4. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
5. Any defect, lien, encumbrance, adverse claim, or other matter:
 1. Created, suffered, assumed, or agreed to by You;
 2. Not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 3. Resulting in no loss or damage to You;
 4. Attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32);
 5. Resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
6. Lack of a right:
 1. To any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 2. In any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
7. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
8. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 1. Fraudulent conveyance or fraudulent transfer;
 2. Voidable transfer under the Uniform Voidable Transactions Act; or
 3. Preferential transfer:
 - i. To the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. For any other reason not stated in Covered Risk 30.
9. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
10. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
11. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
12. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

Limitations on Covered Risks

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

16. Covered Risk 16: 1.00% of Amount of Insurance shown in Schedule A or \$2,500.00 (whichever is less) - Our Maximum Dollar Limit of Liability: \$10,000.00
18. Covered Risk 18: 1.00% of Amount of Insurance shown in Schedule A or \$5,000.00 (whichever is less) - Our Maximum Dollar Limit of Liability: \$25,000.00
19. Covered Risk 19: 1.00% of Amount of Insurance shown in Schedule A or \$5,000.00 (whichever is less) - Our Maximum Dollar Limit of Liability: \$25,000.00
21. Covered Risk 21: 1.00% of Amount of Insurance shown in Schedule A or \$2,500.00 (whichever is less) - Our Maximum Dollar Limit of Liability: \$5,000.00

Covered Risks 16, 18, 19, and 21

16. Because of a violation existing at the Date of Policy of a State or Municipal subdivision law or State or Municipal subdivision regulation affecting the Land:
 1. You are unable to obtain a building permit from a Municipal authority;
 2. You are ordered by a State or Municipal authority to remove or remedy the violation; or
 3. Someone else refuses to perform a contract to purchase the Land, lease the Land, or make a mortgage loan on the Land, based on that violation.
18. You are ordered by a State or Municipal authority to remove or remedy any portion of Your existing structures - other than boundary walls or fences - because any portion of Your existing structures was built without obtaining a building permit from the proper Municipal authority.
19. You are ordered by a State or Municipal authority to remove or remedy any portion of Your existing structures, because they violate an existing State or Municipal zoning law or State or Municipal zoning regulation.
21. You are forced to remove any portion of Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the Amount of Insurance for Covered Risk 21 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

ATTACHMENT ONE (CONTINUED)

ALTA LOAN POLICY OF TITLE INSURANCE (07-01-2021)

Exclusions From Coverage

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

1. **a.** Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. The occupancy, use, or enjoyment of the Land;
 - ii. The character, dimensions, or location of any improvement on the Land;
 - iii. The subdivision of land; or
 - iv. Environmental remediation or protection.
2. Any governmental forfeiture, police, regulatory, or national security power.
3. The effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
4. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
5. Any defect, lien, encumbrance, adverse claim, or other matter:
 1. Created, suffered, assumed, or agreed to by the Insured Claimant;
 2. Not Known to the Company, not recorded in the Public Records at the 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;
 3. Resulting in no loss or damage to the Insured Claimant;
 4. Attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14);
 5. Resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
6. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
7. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
8. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 1. Fraudulent conveyance or fraudulent transfer;
 2. Voidable transfer under the Uniform Voidable Transactions Act; or
 3. Preferential transfer:
 - i. To the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. For any other reason not stated in Covered Risk 13.b.
9. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
10. Any lien on the Title for real estate taxes or assessments, imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
11. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

Exceptions From Coverage

1. **(a)** Taxes or assessments that 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 that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, 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.
6. Any lien or right to a lien for services, labor, or material not shown by the Public Records.

PRIVACY POLICY NOTICE

Purpose of Notice:

United Wealth Title Insurance Company and Driggs Title Agency, Inc 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

Commitment Number: 25-04-232867CH

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

Commitment Number: 25-04-232867CH

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: Connie Hopper at 623 239 0703