



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
First American Title Insurance Company

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 EXTRACTIONAL 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, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Kenneth D. DeGiorgio, President

By: _____

Lisa W. Cornehl, Secretary

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.
 - 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.
 - 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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

- i. comply with the Schedule B, Part I—Requirements;
 - 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.
 - 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.
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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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

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>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Pioneer Title Agency, Inc.**
Issuing Office: **1660 E River Road, Tucson, AZ 85718**
Issuing Office's ALTA Registry ID: **0000097**
Loan ID Number:
Commitment Number: **YAJ51018882RR**
Escrow Number: **5051018882 - RR**
Property Address: **551 Elysian Drive, Sedona, AZ 86336**

SCHEDULE A

1. Commitment Date:

August 26, 2025 at 7:30 am

2. Policy to be issued:

ALTA Owners Policy 07-01-21 (Standard Coverage)

\$0.00

Proposed Insured:

TBD

The estate or interest to be insured: Fee Simple

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

Fee Simple

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

Triumph Property, LLC, an Arizona limited liability company as to an undivided 50% interest and Denise M. Ford, as Trustee of the Triumph Property Retirement Plan Trust dated June 12, 2023 as to an undivided 25% interest and Andrew Provencio, a widower as to an undivided 25% interest

5. The Land is described as follows:

PARCEL 1:

Description for a parcel of land being a portion of Land Division Survey as recorded in Book 11 of Land Surveys, Page [73](#), located in a parcel of land situated in the South half of the South half of the Southwest Quarter of the Southeast Quarter of Section 24, Township 17 North, Range 5 East, G.&S.R.B.M., Yavapai County, Arizona, being more particularly described as follows:

To find a place of beginning, begin at the South Quarter Corner of said Section 24, from which the South East Corner of said Section 24 lies North 89 degrees 56 minutes 30 seconds East(M), North 89 degrees 55 minutes 05 seconds East(R), a distance of 2252.28 ft.(R);

thence from said South Quarter Corner North 89 degrees 56 minutes 30 seconds East(M), North 89 degrees 55 minutes 05 seconds East(R), a distance of 400.00 ft. (R) along the South line of said South half of the South half the Southwest Quarter of the Southeast Quarter of said Section 24 to a found 1/2 rebar #14184;

thence continuing North 89 degrees 56 minutes 30 seconds East(M and basis of bearings for this description), 421.17 ft. (M), North 89 degrees 55 minutes 05 seconds East, 421.12 ft.(R), along said South line of said South half of the South half the Southwest Quarter of the Southeast Quarter of said Section 24 to a found 1/2 rebar #14184;

thence North 1 degree 50 minutes 03 seconds East(M), a distance of 46.29 ft.(M) to a set 1/2" rebar #29263 being the TRUE POINT OF BEGINNING;

thence North 1 degree 22 minutes 55 seconds East(M), a distance of 284.15 ft.(M), to a point on the North line of said Parcel 3 as recorded in Book 11 of Land Surveys, Page 73 being a set 1/2" rebar #29263;

thence South 89 degrees 53 minutes 54 seconds West(M), South 89 degrees, 54 minutes, 11 seconds West (R), a distance of 138.34 ft.(M), along said North line of said Parcel 3 to a found nail with washer stamped #14184, being the most Northwestern corner of said parcel 3 also being a point on a curve to the right having radius of 22.50 ft. (R&M), a long chord bearing of South 17 degrees 55 minutes 41 seconds West(M), South 17 degrees 50 minutes 18 seconds West(R), and a long chord distance of 31.35 ft. (M), 31.37 ft(R);

thence along said curve to the right, a distance of 34.69 ft.(M), 34.71 ft.(R) along said West line of said Parcel 3 to a set nail with washer #29263;

thence South 62 degrees 02 minutes 07 seconds West(R&M), a distance of 51.06 ft(R&M), to a set nail with washer #29263 being the beginning of a curve to the left having a radius of 24.16 ft.(R&M), a long chord bearing of South 2 degrees 08 minutes 53 seconds East(R&M), and a long chord distance of 43.50 ft. (R&M);

thence along said curve to the left, a distance of 54.13 ft.(R&M) along said West line of said Parcel 3 to a set nail with washer #29263;

thence South 66 degrees 19 minutes 53 seconds East(R&M), a distance of 4.75 ft. (R&M) to a set nail with washer #29263, being the beginning of a curve to the right

having a radius of 54.53 ft.(R&M), a long chord bearing of South 48 degrees 03 minutes 53 seconds East(R&M), and a long chord distance of 34.18 ft. (R&M);

thence along said curve to the right, a distance of 34.77 ft.(R&M) along said West line of said Parcel 3 to a set nail with washer #29263;

thence South 29 degrees 47 minutes 53 seconds East(R&M), a distance of 13.90 ft. (R&M) to a set nail with washer #29263, being the beginning of a curve to the left having a radius of 30.78 ft.(R&M), a long chord bearing of South 45 degrees 30 minutes 30 seconds East(R&M), and a long chord distance of 16.67 ft. (R&M);

thence along said curve to the left, a distance of 16.88 ft. (R&M) along said West line of said Parcel 3 to a set nail with washer #29263;

thence South 57 degrees 11 minutes 30 seconds West(M), South 57 degrees 10 minutes 11 seconds West(R), a distance of 71.19 ft.(M) along said West line of said Parcel 3 to a set 1/2" rebar #29263;

thence North 89 degrees 49 minutes 20 seconds East(M), a distance of 158.17 ft.(M), to a set 1/2" rebar #29263;

thence South(M), a distance of 100.00 ft.(M), to a set 1/2" rebar #29263;

thence East(M), a distance of 37.69 ft.(M) to the place of beginning.

PARCEL 2:

Description for a parcel of land being a portion of Land Division Survey as recorded in Book 11 of Land Surveys, Page [73](#), located in a parcel of land situated in the South half of the South half of the Southwest Quarter of the Southeast Quarter of Section 24, Township 17 North, Range 5 East, G.&S.R.B.M., Yavapai County, Arizona, being more particularly described as follows:

To find a place of beginning, begin at the South Quarter Corner of said Section 24, from which the South East Corner of said Section 24 lies North 89 degrees 56 minutes 30 seconds East(M), North 89 degrees 55 minutes 05 seconds East(R), a distance of 2252.28 ft.(R);

thence from said South Quarter Corner North 89 degrees 56 minutes 30 seconds East(M), North 89 degrees 55 minutes 05 seconds East(R), a distance of 400.00 ft. (R) along the South line of said South half of the South half the Southwest Quarter of the Southeast Quarter of said Section 24 to a found 1/2 rebar #14184;

thence continuing North 89 degrees 56 minutes 30 seconds East(M) and basis of bearings for this description), 421.17 ft. (M), North 89 degrees 55 minutes 05 seconds East, 421.12 ft.(R), along said South line of said South half of the South half the Southwest Quarter of the Southeast Quarter of said Section 24 to a found 1/2 rebar #14184, being the TRUE POINT OF BEGINNING;

thence North 1 degree 50 minutes 03 seconds East(M), a distance of 46.29 ft. (M) to a set 1/2" rebar #29263;

thence North 1 degree 22 minutes 55 seconds East(M), a distance of 284.15 ft (M), to a point on the North line of said Parcel 3 as recorded in Book 11 of Land Surveys, Page [73](#) being a set 1/2" rebar #29263;

thence North 89 degrees 53 minutes 54 seconds East(M), North 89 degrees 54 minutes January] seconds East (R), a distance of 224.66 ft. (M) along the North line of said Parcel 3 to a found 1/2" rebar #4129, being the Northeast Corner of said Parcel 3;

thence South 35 degrees 09 minutes 50 seconds West(R&M), a distance of 404.55 ft. (M), 404.44 ft.(R) along the East line of said Parcel 3 to the PLACE OF BEGINNING.

Pioneer Title Agency, Inc.

By: 
Authorized Countersignature

Note: Please direct all inquiries and correspondence to Rosanna Rojel, your escrow officer, at (520) 529-0700 or Rosanna.Rojel@pioneertitleagency.com.



SCHEDULE B, PART I - Requirements

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. Pay second installment 2024 with interest and fees for both parcels taxes.
6. Pay 2025 taxes, Parcel No. [408-12-029A](#) and [408-12-029B](#).
7. We find no open deeds of trust of record. Please provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
8. Provide Declaration of Uninsured Deed, executed by grantor(s) named below, to confirm the validity of that certain General Warranty Deed dated June 29, 2024, as Instrument No. [2024-0026360](#).

Grantor(s): Triumph Property LLC, an Arizona limited liability company, Pamela Donner, a single woman, and Andrew Provencio, a widower

Grantee(s): Triumph Property Retirement Plan Trust, dated June 12, 2023 as to an undivided 50% interest and Andrew Provencio, a widower as to an undivided 50% interest, as tenants in common

NOTE: This cannot be a "To Come" item and must be notarized by a party approved by a member of the Title Advisory Group of the Company, including a clear, color picture of the ID of the person executing the document. Please provide 5 days prior to close of escrow to allow time for review.

NOTE: This declaration should be provided by Pamela Donner, a single Woman

9. Submit for review an original Trust Certification/Disclosure in the form prescribed by this Company, dated and executed within thirty days prior to closing by an acting Trustee of the Triumph Property Retirement Plan, dated June 12, 2024. Per A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.
Compliance with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee. Pursuant to A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.
10. Record Deed from Triumph Property, LLC, an Arizona limited liability company as to an undivided 50% interest and Denise M. Ford, as Trustee of the Triumph Property Retirement Plan Trust dated June 12, 2023 as to an undivided 25% interest and Andrew Provencio, a widower as to an undivided 25% interest to TBD.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

NOTE:

This company has on file a copy of the Articles of Organization of the limited liability company named below, authorizing the persons listed below (with member/manager designation) to execute and deliver all instruments required to consummate this transaction:

Limited Liability Company: Triumph Property LLC, an Arizona limited liability company
Person and designation: Denise Ford as Member AND The Summit Trust dated July 8, 2024 as Member

Tax Note:

Year: 2025

Parcel No.: [408-12-029A](#)

Total Tax \$1,734.24

First Half \$NONE PAID

Second Half \$NONE PAID

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment or the most recent is (are) as follows:

Deed recorded July 03, 2024 as Document No. [2024-0026360](#)

Deed recorded August 09, 2024 as Document No. [2024-0032346](#)

NOTE: The address of said land is purported to be: 551 A&B Elysian Drive, Sedona AZ 86336

The Company assumes no liability as to the validity and/or accuracy of any such address.

Note: 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:

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II—Exceptions

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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (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.
3. 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.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. 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.
6. (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.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records at Date of Policy.
(Note: The above Exceptions Nos. 2 through 7, inclusive, will be eliminated from any ALTA Extended Coverage Policy, ALTA Homeowner's Policy, ALTA 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.)
8. Obligations imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
9. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
10. Easements and rights incident thereto, as set forth in instrument:
Recorded: Book 917 of Official Records, page [198](#)
Purpose: electric lines
11. Easements and rights incident thereto, as set forth in instrument:
Recorded: Book 917 of Official Records, page [199](#)
Purpose: TV cable lines and appurtenant facilities
12. Agreement concerning access road according to the terms contained therein as set forth in Book 1076 of Official Records, page [903](#), and in Book 1204 of Official Records, page [5](#).

13. Easements and rights incident thereto, as set forth in instrument:
Recorded: Book 2052, page [522](#)
Purpose: ingress, egress and public utilities
14. Easements and rights incident thereto, as set forth in instrument:
Recorded: Book 2328, pages [850](#) - 853
Purpose: ingress, egress and installation maintenance and rights
15. Effect of Land Division Survey recorded October 3, 1990 in Book 11 of Land Surveys, page [73](#).
16. Terms and conditions as set forth in Road Maintenance Agreement recorded February 5, 1991 in Book 2328 of Official Records, page [858](#) Addendum recorded January 30, 1992 in Book 2444 of Official Records, page [915](#).
17. Easements and rights incident thereto, as set forth in instrument:
Recorded: Book 4362, page [731](#)
Purpose: utilities
18. The matters shown on Survey:

Recorded Document no. 2022-0052435

Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Pioneer Title Agency, Inc.

"Commitment to Service"

Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer 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 your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

Personal Information Collected

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

Links to Other Websites

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

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 to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.