



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.

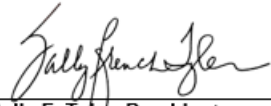
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

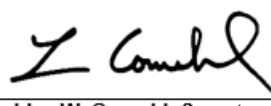
COMMITMENT TO ISSUE POLICY

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: 
Sally F. Tyler, 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

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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.

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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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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: **363 W 4th Street, Benson, AZ 85602**
Issuing Office's ALTA Registry ID: **0000097**
Loan ID Number:
Commitment Number: **PN1042789KLB**
Escrow Number: **7091042789 - KL**
Property Address: **425 S. Russell Road, Stanfield, AZ 85172**

SCHEDULE A

1. Commitment Date:

August 10, 2026 at 7:30 am

2. Policy to be issued:

ALTA Homeowners Policy 07-01-2021

\$250,000.00

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:

GenFour Holdings, LLC, an Arizona limited liability company

5. The Land is described as follows:

PARCEL 1:

A PARCEL OF LAND SITUATE IN AND BEING A PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, HAVING A BOUNDARY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE BRASS CAP IN MONUMENT WELL MARKING THE NORTHWEST CORNER OF SAID SECTION 26, FROM WHICH THE BRASS CAP IN MONUMENT WELL MARKING THE NORTHEAST CORNER OF SAID SECTION 26 BEARS NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 5282.99 FEET DISTANT;

THENCE FROM SAID NORTHWEST CORNER OF SECTION 26, SOUTH 00 DEGREES 03 MINUTES 17 SECONDS WEST, ALONG THE WESTERLY BOUNDARY OF SECTION 26, A DISTANCE OF 762.45 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 47 MINUTES 40 SECONDS EAST, 660.85 FEET TO THE EASTERLY BOUNDARY OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26;

THENCE SOUTH 00 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG THE EASTERLY BOUNDARY SAID WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER A DISTANCE OF 231.36 FEET;

THENCE SOUTH 89 DEGREES, 59 MINUTES, 52 SECONDS WEST, 661.01 FEET TO THE WESTERLY BOUNDARY OF SAID SECTION 26;

THENCE NORTH 00 DEGREES, 03 MINUTES, 17 SECONDS EAST, ALONG THE WESTERLY BOUNDARY OF SAID SECTION 26 A DISTANCE OF 229.02 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE WESTERLY 50.00 FEET THEREOF FOR ROADWAY PURPOSES AS INDICATED IN INSTRUMENT RECORDED IN DOCKET 1766 AT PAGE [169](#).

PARCEL 2:

A PARCEL OF LAND SITUATE IN AND BEING A PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 4 EAST, GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, HAVING A BOUNDARY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE BRASS CAP IN MONUMENT WELL MARKING THE NORTHWEST CORNER OF SAID SECTION 26, FROM WHICH THE BRASS CAP IN MONUMENT WELL MARKING THE NORTHEAST CORNER OF SAID SECTION 26 BEARS NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 5282.99 FEET DISTANT. THENCE FROM SAID NORTHWEST CORNER OF SECTION 26, SOUTH 00 DEGREES, 03 MINUTES, 17 SECONDS WEST, ALONG THE WESTERLY BOUNDARY OF SECTION 26 A DISTANCE OF 991.47 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES, 59 MINUTES, 52 SECONDS EAST, 661.01 FEET TO THE EASTERLY BOUNDARY OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26;

THENCE SOUTH 00 DEGREES, 00 MINUTES, 52 SECONDS, WEST, ALONG THE EASTERLY BOUNDARY SAID WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER A DISTANCE OF 330.48 FEET;

THENCE SOUTH 89 DEGREES, 59 MINUTES, 50 SECONDS WEST, 661.24 FEET TO THE WESTERLY BOUNDARY OF SAID SECTION 26;

THENCE NORTH 00 DEGREES, 03 MINUTES, 17 SECONDS EAST ALONG THE WESTERLY BOUNDARY OF SAID SECTION 26 A DISTANCE OF 330.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 50.00 FEET THEREOF FOR ROADWAY PURPOSES AS INDICATED IN INSTRUMENT RECORDED IN DOCKET 1766 AT PAGE [169](#).

PARCEL 3:

A PARCEL OF LAND SITUATE IN AND BEING A PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 4 EAST, GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, HAVING A BOUNDARY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE BRASS CAP IN MONUMENT WELL MARKING THE NORTHWEST CORNER OF SAID SECTION 26, FROM WHICH THE BRASS CAP IN MONUMENT WELL MARKING THE NORTHEAST CORNER OF SAID SECTION 26 BEARS NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST 5282.99 FEET DISTANT. THENCE FROM SAID NORTHWEST CORNER OF SECTION 26, SOUTH 00 DEGREES, 03 MINUTES, 17 SECONDS WEST, ALONG THE WESTERLY BOUNDARY OF SECTION 26 A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES, 59 MINUTES, 50 SECONDS EAST, 661.24 FEET TO THE EASTERLY BOUNDARY OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26;

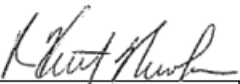
THENCE SOUTH 00 DEGREES, 00 MINUTES, 52 SECONDS WEST, ALONG THE EASTERLY BOUNDARY SAID WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 330.48 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE SOUTH 89 DEGREES, 59 MINUTES, 47 SECONDS WEST 661.47 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 00 DEGREES, 03 MINUTES, 17 SECONDS EAST ALONG THE WESTERLY BOUNDARY OF SAID SECTION 26 A DISTANCE OF 330.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 50.00 FEET THEREOF FOR ROADWAY PURPOSES AS INDICATED IN INSTRUMENT RECORDED IN DOCKET 1766 AT PAGE [169](#).

Pioneer Title Agency, Inc.

By: 
Authorized Countersignature

Note: Please direct all inquiries and correspondence to Kimberly Lockhart, your escrow officer, at (520) 586-3733 or Kimberly.Lockhart@pioneertitleagency.com .

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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. **If the proposed insured purchase is a transaction ultimately determined to require the filing of a report under the FinCEN Anti-Money Laundering Regulations for Residential Real Estate Transfers Rule dated August 29, 2024, then the Transferor and Transferee to this transaction must assist the settlement agent by: (1) Providing the Settlement Agent with all necessary information to file any and all required reports; (2) Complete the Anti-Money Laundering Information Collection & Certification Form; and (3) Provide copies of the driver's license, passport, or other similar identifying documentation as may be required from transferor and transferee entities and trusts, their beneficial owners and parties who exercise substantial control.**

No title insurance policy will be issued to any purchaser unless the transferor and transferee, and their beneficial owners and parties who exercise substantial control, provide all information necessary to file all required FinCEN forms.

For more information, please visit <https://www.fincen.gov/rre-faqs>.

6. No open deeds of trust were found of record. 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.
7. The right is reserved to make additional exceptions or requirements upon submission of the name(s) of the of proposed insured.
8. Record Deed from GenFour Holdings, LLC, an Arizona limited liability company to Proposed Insured Owner.

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

NOTE: This Company has documentation on file which authorizes the following member(s)/manager(s) to execute and deliver instruments on behalf of said limited liability company.

Limited Liability Company: GenFour Holdings, LLC, an Arizona limited liability company
Authorized to Execute: J.K. Leason, Manager

Tax Note:

Year: 2025
Parcel No.: **503-20-002G** - (As to Parcel 1)
Total Tax \$171.18
First Half \$PAID
Second Half \$PAID

Tax Note:

Year: 2025

Parcel No.: [503-20-002E](#) - (As to Parcel 2)

Total Tax \$4,694.02

First Half \$PAID

Second Half \$PAID

Tax Note:

Year: 2025

Parcel No.: [503-20-002D](#) - (As to Parcel 3)

Total Tax \$244.76

First Half \$PAID

Second Half \$PAID

PRIOR to recording, obtain current tax information from:

Pinal County Treasurer Phone: (520) 509-3541

31 N. Pinal Street

Florence, AZ 85132

Website: <http://pinalcountyz.gov/Departments/Treasurer/Pages/TaxBillSearch.aspx>

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 December 17, 2008 as Fee No. [2008-120194](#) - (As to Parcel 1)

Deed recorded December 17, 2008 as Fee No. [2008-120195](#) - (As to Parcel 2)

Deed recorded December 17, 2008 as Fee No. [2008-120196](#) - (As to Parcel 3)

NOTE: The address of said land is purported to be: 425 S. Russell Road, Stanfield, AZ 85172

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

NOTE: The owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks as follows:

- Covered Risk 16 has a deductible of 1% of the Policy Amount or \$2,500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.
- Covered Risk 18 has a deductible of 1% of the Policy Amount or \$5,000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
- Covered Risk 19 has a deductible of 1% of the Policy Amount or \$5,000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
- Covered Risk 21 has a deductible of 1% of the Policy Amount or \$2,500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

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.**

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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. Taxes and Assessments collectible by the County Treasurer, a lien not yet due and payable for the following year:

2026
9. Liabilities and Obligations imposed by reason of the inclusion of said land within the following named district(s):

Central Arizona Water Conservation District
Midway Flood Control District
Pinal County Flood Control District
10. 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.
11. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

12. Water Rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
13. All matters set forth in Order No. 030689-RRID according to the terms and conditions contained therein:

Recorded in Docket 1590, Page [738](#)

14. All matters set forth in Affidavit Acknowledging Notice of and Acceptance of Feedyard Sphere of Influence according to the terms and conditions contained therein:

Recorded in Docket 1753, Page [721](#)

15. Easements and rights incident thereto, as set forth in instrument:
Recorded: Docket 2104, Page [175](#)
Purpose: utilities

16. All matters set forth in Ordinance No. 2121.1 according to the terms and conditions contained therein:

Recorded in Fee No. [2003-007184](#)

17. All matters set forth in Case No. PZ-003-07 Zone Change Resolution according to the terms and conditions contained therein:

Recorded in Fee No. [2007-077504](#)

18. The matters shown on Survey:

Recorded Book 22 Page [47](#) of Surveys

and thereafter Affidavit of Scrivener's Error:

Recorded in Fee No. [2008-015185](#)

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

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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, providing you with services you have requested, and/or complying with governmental reporting or disclosure requirements;
- 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.

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