

15-PP-2006  
09/26/2006

DCR  
parcels 1.1/1.2

ISSUED BY  
LAWYERS TITLE INSURANCE CORPORATION

Commitment For  
Title Insurance



**LAWYERS TITLE INSURANCE CORPORATION** herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

**IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION** has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

**LAWYERS TITLE INSURANCE CORPORATION**

Attest:

  
Secretary



By:

  
President

## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE:**

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 (pica) or larger.
- b 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.
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.



## PRIVACY POLICY NOTICE

LandAmerica Financial Group, Inc. and its family of affiliated companies ("LandAmerica") respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the LandAmerica Privacy Policy.

LandAmerica provides title insurance and other real estate services through its affiliates. The three largest members of the LandAmerica family, Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company, and their title affiliates, issue title policies and handle real estate closings across the country. You may review a complete list of the LandAmerica family of affiliates covered by this Privacy Policy on our website at <http://www.landam.com> under the privacy policy link or request a copy be sent to you from the address listed below. The LandAmerica Privacy Policy applies to all LandAmerica customers, former customers and applicants. Please visit our website for an explanation of our privacy practices relating to electronic communication.

**What kinds of information we collect:** Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number,
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, *other title information* and deeds,
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

**How we use and disclose this information:** We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

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

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements. Additionally, some LandAmerica affiliates may share information about their transaction and experiences with you in order to identify opportunities to market other LandAmerica services or products that may be useful to you.

**How we protect your information:** We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

**Title insurance agents may be covered by this policy:** If your transaction goes through a title insurance agent that is not part of the LandAmerica family, the agent handling your transaction should provide you with the agent's own privacy policy or evidence that the agent has adopted our policy.

If you have any questions about this privacy statement or our practices at LandAmerica, please email us at [customerservice@landam.com](mailto:customerservice@landam.com) or write us at: LandAmerica Privacy, P.O. Box 27567, Richmond, VA 23261.

Escrow Officer: **Lawyers - Directs**  
**Lawyers Title of Arizona**  
**1850 N. Central Ave**  
**Phoenix, Az 85004**

**COMMITMENT FOR TITLE INSURANCE**

*Issued by*

**Lawyers Title Insurance Corporation**

**SCHEDULE A**

1. Effective Date: **September 5, 2006** at 7:30 a.m. File No.: **01565408** Reference No.:
2. Policy or Policies to be issued: **ALTA Std. Owners Policy 10-17-92**  
Proposed Insured: **To Come**  
Liability: **\$TO COME**  
Policy or Policies to be issued: **None**  
Proposed Insured:  
Liability: \$  
Policy or Policies to be issued: **None**  
Proposed Insured:  
Liability: \$
3. The estate or interest in the land described or referred to in the Commitment and covered herein is **A FEE**.
4. Title to the said estate or interest in said land is at the effective date hereof vested in:  
**DC RANCH L.L.C., an Arizona limited liability company**
5. The land referred to in this Commitment is situated in the County of Maricopa, State of ARIZONA, and is described as follows:  
**As fully set forth on "Exhibit A" attached hereto and by this reference incorporated herein**

**EXHIBIT "A"**Parcel No. 1:

## DC Ranch Proposed Parcel 1.1

A parcel of land lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 31, a City of Scottsdale (C.O.S.) brass cap, from which the North quarter corner of said Section, a pk nail, bears North 89 degrees 56 minutes 55 seconds East (basis of bearing), a distance of 2390.01 feet;

THENCE along the North line of said Section, North 89 degrees 56 minutes 55 seconds East, a distance of 1066.91 feet;

THENCE leaving said North line, South 00 degrees 03 minutes 05 seconds East, a distance of 155.08 feet, to the Southerly right-of-way line of Union Hills Drive as shown on the Map of Dedication for DC Ranch Union Hills Drive Planning Unit 1, recorded in Book 843, page 04, Maricopa County Recorder (M.C.R.) and the POINT OF BEGINNING;

THENCE along said Southerly right-of-way line, South 88 degrees 03 minutes 00 seconds East, a distance of 148.28 feet, to the beginning of a curve;

THENCE Easterly along said curve, having a radius of 289.00 feet concave Southerly, through a central angle of 11 degrees 28 minutes 42 seconds, a distance of 57.90 feet, to a point of reverse curvature;

THENCE Easterly along said curve, having a radius of 311.00 feet, concave Northerly, through a central angle of 11 degrees 28 minutes 42 seconds, a distance of 62.30 feet, to the curve's end;

THENCE South 88 degrees 03 minutes 00 East, a distance of 29.04 feet, to the beginning of a curve;

THENCE Easterly along said curve, having a radius of 1733.0 feet, concave Southerly, through a central angle of 05 degrees 26 minutes 44 seconds, a distance of 164.71 feet, to a point of compound curvature;

**EXHIBIT "A"**  
**(Continued)**

THENCE Southeasterly along said curve, having a radius of 25.00 feet, concave Southwesterly, through a central angle of 50 degrees 39 minutes 08 seconds, a distance of 22.10 feet, to a point of intersection with a non-tangent line;

THENCE leaving said Southerly right-of-way line, South 00 degrees 04 minutes 29 seconds East, a distance of 200.84 feet;

THENCE South 62 minutes 20 minutes 30 seconds East, a distance of 5.07 feet, to the beginning of a curve;

THENCE Easterly along said curve, having a radius of 75.50 feet, concave Northerly, through a central angle of 27 degrees 41 minutes 44 seconds, a distance of 36.50 feet, to a point of intersection with a non-tangent line;

THENCE North 89 degrees 57 minutes 46 seconds East, a distance of 35.57 feet;

THENCE South 00 degrees 02 minutes 14 seconds East, a distance of 46.50 feet;

THENCE North 89 degrees 57 minutes 46 seconds East, a distance of 2.15 feet;

THENCE South 45 degrees 02 minutes 14 seconds East, a distance of 72.87 feet;

THENCE South 21 degrees 37 minutes 45 seconds West, a distance of 272.34 feet;

THENCE South 48 degrees 23 minutes 39 seconds West, a distance of 83.00 feet;

THENCE North 82 degrees 51 minutes 57 seconds West, a distance of 2.17 feet;

THENCE South 07 degrees 08 minutes 03 seconds West, a distance of 2.50 feet;

THENCE South 18 degrees 30 minutes 27 seconds West, a distance of 44.37 feet;

**EXHIBIT "A"**  
**(Continued)**

THENCE South 23 degrees 50 minutes 00 seconds West, a distance of 26.10 feet;

THENCE South 07 degrees 08 minutes 03 seconds West, a distance of 30.00 feet;

THENCE South 09 degrees 33 minutes 54 seconds East, a distance of 26.10 feet;

THENCE South 15 degrees 29 minutes 00 seconds East, a distance of 22.75 feet;

THENCE South 49 degrees 14 minutes 05 seconds West, a distance of 54.33 feet;

THENCE North 81 degrees 18 minutes 22 seconds West, a distance of 27.00 feet;

THENCE South 08 degrees 41 minutes 38 seconds West, a distance of 163.06 feet;

THENCE North 87 degrees 31 minutes 51 seconds West, a distance of 10.64 feet;

THENCE South 02 degrees 28 minutes 09 seconds West, a distance of 101.00 feet;

THENCE South 87 degrees 31 minutes 51 seconds East, a distance of 46.49 feet;

THENCE South 00 degrees 44 minutes 18 seconds East, a distance of 98.50 feet;

THENCE South 01 degrees 01 minutes 27 seconds West, a distance of 59.03 feet;

THENCE South 23 degrees 16 minutes 59 seconds East, a distance of 90.27 feet, to a point of intersection with a non-tangent curve;

THENCE Southwesterly along said curve, having a radius of 262.50 feet, concave Southeasterly, whose radius bears South 25 degrees 56 minutes 44 seconds East, through a central angle of 04 degrees 33 minutes 26 seconds, a distance of 20.88 feet, to a point of reverse curvature;

**EXHIBIT "A"**  
**(Continued)**

THENCE Southwesterly along said curve, having a radius of 242.00 feet, concave Northwesterly, through a central angle of 07 degrees 13 minutes 11 seconds, a distance of 30.49 feet, to the curve's end;

THENCE South 66 degrees 43 minutes 01 seconds West, a distance of 288.47 feet, to the beginning of a curve;

THENCE Westerly along said curve, having a radius of 142.58 feet, concave Northerly, through a central angle of 20 degrees 06 minutes 16 seconds, a distance of 50.03 feet, to a point of reverse curvature;

THENCE Westerly along said curve, having a radius of 157.42 feet, concave Southerly, through a central angle of 09 degrees 47 minutes 03 seconds, a distance of 26.88 feet, to a point of reverse curvature;

THENCE Westerly along said curve, having a radius of 266.58 feet, concave Northerly, through a central angle of 38 degrees 43 minutes 10 seconds, a distance of 180.15 feet, to the curve's end;

THENCE North 64 degrees 14 minutes 36 seconds West, a distance of 46.10 feet, to the beginning of a curve;

THENCE Northerly along said curve, having a radius of 25.00 feet, concave Easterly, through a central angle of 92 degrees 02 minutes 10 seconds, a distance of 40.16 feet, to the Easterly right-of-way line of Pima Road, described in Document No. 2000-0589276, Maricopa County Recorder(M.C.R.);

THENCE along said Easterly right-of-way line, Northerly along said curve, having a radius of 1865.00 feet, concave Westerly, through a central angle of 27 degrees 51 minutes 01 seconds, a distance of 906.54 feet, to the curve's end;

THENCE North 00 degrees 03 minutes 27 seconds West, a distance of 553.66 feet, to the POINT OF BEGINNING.

EXCEPT all minerals as reserved by the United States of America disclosed in Patent.

And



**EXHIBIT "A"**  
**(Continued)**

EXCEPT all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with uranium, thorium or any other material which is or maybe determined production of fissionable materials whether or not of commercial value.

(Affects a portion of said land)

Parcel No. 2:

## DC Ranch Proposed Parcel 1.2A

A parcel of land lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the North quarter corner of said Section 31, a pk nail, from which the Northwest corner of said Section, a City of Scottsdale (COS) brass cap, bears South 89 degrees 56 minutes 55 seconds West, (basis of bearing), a distance of 2390.01 feet;

THENCE along the North-South mid-section line of said Section, South 00 degrees 00 minutes 11 East, a distance of 34.59 feet, to the Southerly right-of-way line as described in Document No. 1990-0175967, Maricopa County Recorder (M.C.R.) and the POINT OF BEGINNING;

THENCE leaving said North-South mid-section line, along said Southerly right-of-way line, North 86 degrees 39 minutes 31 seconds East, a distance of 16.45 feet, to the Northwest corner of DC Ranch Parcel 1.16 as described in Document No. 2004-1501222, Maricopa County Recorder M.C.R.;

THENCE leaving said Southerly right-of-way line, along the Westerly line of said DC Ranch Parcel 1.16, South 09 degrees 52 minutes 12 seconds West, a distance of 259.98 feet, to the Southwest corner of said DC Ranch Parcel 1.16 and the Northerly right-of-way line of Union Hills Drive as shown on Map of Dedication for DC Ranch Union Hills Drive Infrastructure Planning Unit 1, recorded in Book 657, page 12, M.C.R.;

THENCE leaving said Westerly line, along said Northerly right-of-way line, North 73 degrees 25 minutes 17 seconds West, a distance of 354.62 feet;

THENCE continuing along said Northerly right-of-way line and the Northwesterly prolongation thereof, North 63 degrees 41 minutes 37 West, a

**EXHIBIT "A"**  
**(Continued)**

distance of 71.02 feet, to an angle point on the Northerly right-of-way line of said Union Hills Drive as shown on Map of Dedication for DC Ranch Union Hills Drive Planning Unit 1, recorded in Book 843, page 4, M.C.R.;

THENCE along said Northerly right-of-way line, North 73 degrees 25 minutes 17 seconds West, a distance of 67.55 feet;

THENCE South 89 degrees 52 minutes 46 seconds West, a distance of 41.76 feet;

THENCE North 73 degrees 25 minutes 17 seconds West, a distance of 19.11 feet, to the beginning of a curve;

THENCE Westerly along said curve, having a radius of 1855.00 feet, concave Southerly, through a central angle of 08 degrees 27 minutes 20 seconds, a distance of 273.76 feet, to a point of intersection with a non-tangent line;

THENCE North 08 degrees 28 minutes 31 seconds East, a distance of 18.44 feet, to the Southerly right-of-way line described in said Document No. 1990-0175967, M.C.R.;

THENCE leaving said Northerly right-of-way line, along said Southerly right-of-way line, North 89 degrees 56 minutes 55 seconds East, a distance of 138.46 feet, to the beginning of a curve;

THENCE Easterly, along said curve, having a radius of 11405.00 feet, concave Northerly, through a central angle of 03 degrees 17 minutes 25 seconds, a distance of 654.95 feet, to the curve's end;

THENCE North 86 degrees 39 minutes 31 seconds East, a distance of 27.98 feet, to the POINT OF BEGINNING.

EXCEPT all minerals as reserved by the United States of America disclosed in Patent.

Parcel No. 3:

DC Ranch Proposed Parcel 1.2B

A parcel of land lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**EXHIBIT "A"**  
**(Continued)**

COMMENCING at the North quarter corner of said Section 31, a pk nail, from which the Northwest corner of said Section, a City of Scottsdale (COS) brass cap, bears South 89 degrees 56 minutes 55 seconds West, (basis of bearing), a distance of 2390.01 feet;

THENCE along the North line of said Section, South 89 degrees 56 minutes 55 seconds West, a distance of 591.54 feet;

THENCE leaving said North line, South 00 degrees 03 minutes 05 seconds East, a distance of 248.87 feet, to the Southerly right-of-way line of Union Hills Drive as shown on Map of Dedication for DC Ranch Union Hills Drive Planning Unit1, recorded in Book 843, page 04, Maricopa County Recorder (M.C.R.) and the POINT OF BEGINNING;

THENCE along said Southerly right-of-way line and the Southeasterly prolongation thereof, South 73 degrees 25 minutes 17 seconds East, a distance of 206.21 feet, to the beginning of curve on the Southerly right-of-way line of said Union Hills Drive as shown on Map of Dedication for DC Ranch Union Hills Drive Infrastructure Planning Unit 1, recorded in Book 657, page 12, M.C.R.;

THENCE continuing along said Southerly right-of-way line, Southeasterly along said curve, having a radius of 25.00 feet, concave Southeasterly, through a central angle of 94 degrees 00 minutes 00 seconds, a distance of 41.02 feet, to the curve's end;

THENCE leaving said Southerly right-of-way line, along the Westerly right-of-way line of 91<sup>st</sup> Street as shown on Map of Dedication for DC Ranch Loop Road Infrastructure Planning Unit 1, recorded in Book 657, page 14, M.C.R., South 20 degrees 34 minutes 43 seconds West, a distance of 153.37 feet, to the beginning of a curve;

THENCE Southwesterly along said curve, having a radius of 1612.00 feet, concave Northwesterly, through a central angle of 04 degrees 57 minutes 57 seconds, a distance of 139.71 feet, to a point of reverse curvature;

THENCE Southerly along said curve, having a radius of 1688.00 feet, concave Easterly, through a central angle of 23 degrees 20 minutes 48 seconds, a distance of 687.82 feet, to the curve's end;

THENCE South 02 degrees 11 minutes 52 seconds West, a distance of 127.13 feet, to the beginning of a curve;

**EXHIBIT "A"**  
**(Continued)**

THENCE Southerly said curve, having a radius of 1612.00 feet, concave Westerly through a central angle of 01 degrees 54 minutes 31 seconds, a distance of 53.70 feet, to a point of compound curvature;

THENCE leaving said Westerly right-of-way line, Southwesterly along said curve, having a radius of 25.00 feet, concave Northwesterly, through a central angle of 87 degrees 49 minutes 25 seconds, a distance of 38.32 feet; to the curve's end;

THENCE North 88 degrees 04 minutes 13 seconds West, a distance of 116.55 feet, to the beginning of a curve;

THENCE Westerly along said curve, having a radius of 262.50 feet, concave Southerly, through a central angle of 27 degrees 52 minutes 32 seconds, a distance of 127.71 feet, to a point of intersection with a non-tangent line;

THENCE North 23 degrees 16 minutes 59 seconds West, a distance of 90.27 feet;

THENCE North 01 degrees 01 minutes 27 seconds East, a distance of 59.03 feet;

THENCE North 00 degrees 44 minutes 18 seconds West, a distance of 98.50 feet;

THENCE North 87 degrees 31 minutes 51 seconds West a distance of 46.49 feet;

THENCE North 02 degrees 28 minutes 09 seconds East, a distance of 101.00 feet;

THENCE South 87 degrees 31 minutes 51 seconds East, a distance of 10.64 feet;

THENCE North 08 degrees 41 minutes 38 seconds East, a distance of 163.06 feet;

THENCE South 81 degrees 18 minutes 22 seconds East, a distance of 27.00 feet;

THENCE North 49 degrees 14 minutes 05 seconds East, a distance of 54.33 feet;

**EXHIBIT "A"**  
**(Continued)**

THENCE North 15 degrees 29 minutes 00 seconds West, a distance of 22.75 feet;

THENCE North 09 degrees 33 minutes 54 seconds West, a distance of 26.10 feet;

THENCE North 07 degrees 08 minutes 03 seconds East, a distance of 30.00 feet;

THENCE North 23 degrees 50 minutes 00 seconds East, a distance of 26.10 feet;

THENCE North 18 degrees 30 minutes 27 seconds East, a distance of 44.37 feet;

THENCE North 07 degrees 08 minutes 03 seconds East, a distance of 2.50 feet;

THENCE South 82 degrees 51 minutes 57 seconds East, a distance of 2.17 feet;

THENCE North 48 degrees 23 minutes 39 seconds East, a distance of 83.00 feet;

THENCE North 21 degrees 37 minutes 45 seconds East, a distance of 272.34 feet;

THENCE North 45 degrees 02 minutes 14 seconds West, a distance of 72.87 feet;

THENCE South 89 degrees 57 minutes 46 seconds West, a distance of 2.15 feet;

THENCE North 00 degrees 02 minutes 14 seconds West, a distance of 46.50 feet;

THENCE South 89 degrees 57 minutes 46 seconds West, a distance of 35.57 feet;

THENCE Westerly along said curve, having a radius of 75.50 feet, concave Northerly, through a central angle of 27 degrees 41 minutes 44 seconds, a distance of 36.50 feet, to the curve's end;

**EXHIBIT "A"**  
**(Continued)**

THENCE North 62 degrees 20 minutes 30 seconds West, a distance of 5.07 feet;

THENCE North 00 degrees 04 minutes 29 seconds West, a distance of 200.84 feet, to the Southerly right-of-way line of Union Hills Drive as shown on said Map of Dedication for DC Ranch Union Hills Drive Planning Unit 1, recorded in Book 843, page 04, M.C.R. and a point of intersection with a non-tangent curve;

THENCE along said Southerly right-of-way line, Southerly along said curve, having a radius of 25.00 feet, concave Westerly, whose radius bears South 58 degrees 02 minutes 52 seconds West, through a central angle of 41 degrees 23 minutes 40 seconds, a distance of 18.06 feet, to a point of intersection with a non-tangent line;

THENCE South 80 degrees 33 minutes 28 seconds East, a distance of 72.00 feet, to a point of intersection with a non-tangent curve;

THENCE Northeasterly along said curve, having a radius of 25.00 feet, concave Southeasterly, whose radius bears South 80 degrees 33 minutes 28 seconds East, through a central angle of 92 degrees 02 minutes 48 seconds, a distance of 40.16 feet, to a point of compound curvature;

THENCE Easterly along said curve, having a radius of 1733.00 feet, concave Southerly, through a central angle of 05 degrees 05 minutes 23 seconds, a distance of 153.95 feet, to the POINT OF BEGINNING;

EXCEPT all minerals as reserved by the United States of America disclosed in Patent.

**SCHEDULE B – SECTION I  
REQUIREMENTS**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the Recorder of the County in which said property is located.

1. THE RIGHT is reserved to make additional exceptions or requirements upon submission of the name of the proposed insured.
2. RECORD Deed from DC RANCH L.L.C., an Arizona limited liability company to Proposed Insured.

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

**TAX NOTE:**

Year	2005
Parcel No.	217-12-005B
Total Tax	\$105,308.22
First Half	\$paid
Second Half	\$paid
(Covers all Parcels)	

**TAX NOTE:**

Year	2005
Parcel No.	215-07-022
Total Tax	\$00.00
First Half	\$00.00
Second Half	\$00.00
(Covers a portion lying within Tract 22 of Section 31 of Parcel No. 1)	

**END OF SCHEDULE B – SECTION I**

## SCHEDULE B – SECTION II EXCEPTIONS

Schedule B of policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
1. RESERVATIONS contained in the Patent from the United States of America, reading as follows: SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.
  2. 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.
  3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2006
  4. EASEMENT and rights incident thereto, as set forth in instrument:  
  

Recorded in Docket	451
Page	9
Purpose	Electric Transmission line
Affects Parcel No. 1	
  5. EASEMENT and rights incident thereto, as set forth in instrument:  
  

Recorded in Docket	655
Page	175
Purpose	Electric Transmission line
Affects Parcel No. 1	
  6. EASEMENT and rights incident thereto, as set forth in instrument:  
  

Recorded in Document No.	90-175967
Purpose	Roadways
Affects Parcel No. 2	
  7. All Matters set forth in Development Agreement by and between Lawyers Title of Arizona, Inc., an Arizona corporation as Trustee of LAWYERS TITLE OF ARIZONA, Trust No. 1698; DC Livestock Company Limited Partnership, an Arizona limited partnership, DMB Property Ventures Limited Partnership, a Delaware limited partnership; DC Ranch L.L.C., an Arizona limited liability company and The City of Scottsdale, Arizona, a municipal corporation recorded in Document No. 98-970077 and third amendment recorded in Document No. 2003-90008 and Fourth amendment recorded in Document No. 2006-1036433.



**SCHEDULE B – SECTION II**  
**EXCEPTIONS**  
**(Continued)**

8. Terms and Conditions of the DC Ranch Community Facilities District of Scottsdale, Arizona recorded in Document No. 97-284576 and Supplemental Notice recorded in Document No. 98-1098080.
9. Matters contained in the District Development, Financing Participation and Intergovernmental Agreement No. 1 recorded in Document No. 97-284577.
10. Right to annex into COVENANTS concerning Development Cultural of High Quality as set forth in instrument recorded in:  

Document No. 96-868789  
 And re-recorded in Document No 97-298843  
 And First Amendment recorded in Document No. 99-673266  
 And Notice by DC Ranch Association recorded in Document No. 2004-1089981.
11. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:  

Recorded in Document No. 99-673267
12. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:  

Recorded in Document No. 99-673268
13. EASEMENT and rights incident thereto, as set forth in instrument:  

Recorded in Document No. 2000-589276  
 And Amendment to Right of Way recorded in Document No. 2004-932570  
 Purpose Public Right of way, Sidewalk, Path and Drainage  
 Easement  
 Affects Parcel No. 1
14. Terms contained in Dedication, Easement and Maintenance Agreement for DC Ranch Union Hills Drive Infrastructure Planning Unit 1 recorded in Document No. 2003-1483625.  
 Affects Parcel Nos. 2 and 3
15. EASEMENTS, RESTRICTIONS, CONDITIONS AND COVENANTS, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin as shown on the plat:  

Recorded in Book 657 of Maps  
 Page 12  
 Affects Parcel Nos. 2 and 3
16. Terms contained in Dedication, Easement and Maintenance Agreement for DC Ranch Loop Road Infrastructure Planning Unit 1 recorded in Document No. 2003-1483629.  
 Affects Parcel No. 3

**SCHEDULE B – SECTION II  
EXCEPTIONS  
(Continued)**

17. RESTRICTIONS, CONDITIONS AND COVENANTS, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin as shown on the plat:  
  
Recorded in Book 657 of Maps  
Page 14  
Affects Parcel No. 3
18. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Document No. 2003-1508701  
Purpose Temporary Slope and Drainage  
Affects Parcel Nos. 2 and 3
19. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Document No. 2003-1579609  
Purpose Encroachment  
Affects Parcel No. 1
20. RIGHT OF WAY as disclosed by records of State Land Office:  
  
No. 3330  
Granted to Arizona Public Service Company  
Affects Parcel No. 1
21. RIGHT OF WAY as disclosed by records of State Land Office:  
  
No. 16-95513  
Granted to Salt River Project Agricultural Improvement and Power District  
Affects Parcel No. 1
22. Matters contained in Confirmation of Reversion recorded in Document No. 2006-1121261.  
Affects Parcel No. 1
23. Conditions contained in Patent No. 53-108443-01 from the State of Arizona to DC Ranch L.L.C., an Arizona limited liability company recorded in Document No. 2006-1121262.  
Affects Parcel No. 1
24. EASEMENTS, RESTRICTIONS, CONDITIONS AND COVENANTS, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin as shown on the plat:  
  
Recorded in Book 843 of Maps  
Page 4  
Affects Parcel Nos. 2 and 3
25. Terms contained in Dedication, Easement and Maintenance Agreement for DC Ranch Union Hills Drive Infrastructure Planning Unit 1 recorded in Document No. 2006-775295.  
Affects Parcel Nos. 2 and 3

**END OF SCHEDULE B – SECTION II**

## COMMITMENT CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act or reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith, (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

### AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE and AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material) or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim which arises out of the transaction creating the interest of the mortgagee insured by this Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer, or
  - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

### EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claim which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

### AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) And AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental policy power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material) or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by the policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer, or
  - (b) the transaction creating the estate or interest insured by the policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

### EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claim which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**AMERICAN LAND TITLE ASSOCIATION  
HOMEOWNER'S POLICY OF TITLE INSURANCE (10/17/98)  
EXCLUSIONS**

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

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

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

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

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy date and is binding on You if You bought the Land without knowing of the taking
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the land.

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

**AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - Land use
  - Improvements on the land
  - Land division
  - Environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - A notice of exercising the right appears in the public records on the Policy Date
  - The taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - That are created, allowed, or agreed to by you
  - That are known to you, but not to us, on the Policy Date – unless they appeared in the Public Records
  - That result in no loss to you
  - That first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right
  - To any land outside the area specifically described and referred to in Item 3 of Schedule A
  - OR
  - In streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks