



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

Public Notices



NOTICE OF PLANNING COMMISSION HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Scottsdale, Arizona, will hold a public hearing on November 18, 2020, at 5:00 P.M in Scottsdale, Arizona. Until further notice, Planning Commission meetings will be held electronically. While physical facilities are not open to the public, Planning Commission meetings are televised on Cox Cable Channel 11 and streamed online at ScottsdaleAZ.gov (search "live stream") to allow the public to listen/view the meeting in progress.

Instructions on how to provide Public Comments will be provided on the posted agenda.

9-UP-2020 (Nash Powersports) Request by owner for approval of a Conditional Use Permit to allow for an outdoor vehicle display on a +/- 1.7-acre site with Highway Commercial, Planned Community Development (C-3 PCD) zoning, located at 10781 N. Frank Lloyd Wright Blvd. Staff contact person is Meredith Tessier, 480-312-4211. Applicant contact person is Matt Petrovich, 602-509-9468.

10-UP-2020 (Multi-Use Sport Fields MUMSP) Request by the City of Scottsdale for approval of a Municipal Use Master Site Plan for a new multi-use sports field with field lighting located at 9390 E. Bell Road, zoned Single-family Residential, Environmentally Sensitive Lands, Planned Community District (R1-7, ESL PCD). Staff contact person is Meredith Tessier/Joe Phillips, 480-312-4211. Applicant contact person is Joe Phillips, (480) 861-4823.

14-UP-2020 (DC Ranch Community Park Irrigation Lake MUMSP) Request by the City of Scottsdale for approval of a Municipal Use Master Site Plan and Conditional Use Permit for a park on +/- 14.67 acres located at the Southwest corner of N. 91st Street and E. Trailside View with Open Space, Planned Community District (OS PCD) zoning. Staff contact person is Joe Phillips/Meredith Tessier, 480-312-4211. Applicant contact person is Joe Phillips, 480-312-2522.

18-ZN-2019 (Scottsdale Nazarene Rezoning) Request by owner for a Zoning District Map Amendment from Single-family Residential (R1-7) and Multiple-family Residential (R-5) zoning to Townhouse Residential (R-4) zoning on a +/-5.2-acre site, located at 2340 and 2322 North Hayden Road. Staff contact person is Jeff Barnes, 480-312-2376. Applicant contact person is Chris Brown, 602-478-0662.

22-UP-2003#4 (T-Mobile PH23001J Desert Mountain Cactus Wireless Communication Facility (WCF)) Request by owner for approval of a Conditional Use Permit for an existing Type 4 Alternative Concealment Wireless Communication Facility (WCF) concealed within a 30-foot-tall artificial cactus located on a +/-26-acre site located at 39730 N. Cave Creek Road with Open Space Environmentally Sensitive Lands District (O-S ESL) zoning. Staff contact person is Keith Niederer, 480-312-2953. Applicant contact person is Todd Daoust, 602-549-9054.

14-ZN-2020 (Shoeman Lane) Request by owner for a zoning district map amendment from Central Business District, Parking District, Downtown Overlay and Parking Regulations, Downtown Overlay (C-2/P-3 Do and P-2 DO) to Downtown/Downtown Multiple Use, Type 3, Parking Regulations, Downtown Overlay (D/DMU-3 P-2 DO) for a +/- 0.14-acre site located at 7333, 7335 and 7337 E. Shoeman Lane. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Jason Morris, 602 230-0600.

11-UP-2020 (Shoeman Lane) Approval of a Conditional Use Permit for a Medical Marijuana use on a +/- 0.14-acre site located at 7333, 7335 and 7337 E. Shoeman Lane. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Jason Morris, 602-230-0600.

4-TA-2020 (Text Amendment to Medical Marijuana Ordinance) Request by applicant to amend the Zoning Ordinance (Ord. No. 455), specifically Section 1.403.M.2. (Additional conditions for specific conditional uses), to add criteria for Medical Marijuana uses located within the Old Town boundary, and Table 5.3004.D. (Land Uses) to add "Medical Marijuana Use" to the list of allowed uses in all Downtown (D) District Subdistricts, subject to a Conditional Use Permit. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Jason Morris, 602-230-0600.

For additional information visit our web site at www.scottsdaleaz.gov search "Scottsdale Planning Case Files" or in your URL search bar you can type in <https://eservices.scottsdaleaz.gov/bldgresources/Cases/>

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

Online at: <http://www.ScottsdaleAZ.gov/Boards/planning-commission>

CHAIRMAN

Attest
Lorraine Castro
Planning Assistant

For additional information visit our web site at www.scottsdaleaz.gov



PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING THE CLERK'S OFFICE AT (480-312-7767). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT THE CLERK'S OFFICE AT (480-312-7767).

Legal Notices

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Online at: <http://www.ScottsdaleAZ.gov/Boards/planning-commission>

CHAIRMAN

Attest
Bronte Ibsen

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PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING THE CLERK'S OFFICE AT (480-312-7620). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT THE CLERK'S OFFICE AT (480-312-7620).

a. The recitals set forth above are true and correct and are incorporated herein by this reference.

b. Owner is aware of the Private Property Rights Protection Act. (ARS 12-1131, et. seq.)

c. Owner has independently determined and believes that the application of the City's land use laws to the Property will not reduce the fair market value of the Property.

d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

2. The undersigned Owner agrees as follows:

a. The Owner agrees that the stipulations and conditions set forth in Case No. 18-ZN-2019 shall be included as part of the ordinance that will be considered by the Scottsdale City Council. Owner agrees that compliance with the stipulations and conditions set forth in Case No. 18-ZN-2019 will govern development of the property. Owner further understands and agrees that stipulations and conditions may be added or modified during the public hearing process and that those stipulations and conditions will be incorporated into this Agreement.

b. Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act based on the Owner's request in Case No. 18-ZN-2019. This waiver constitutes a complete release of any and all claims and causes of action under the Private Property Rights Protection Act that may arise out of the Owner's request in Case No. 18-ZN-2019.

c. Owner hereby agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including reasonable attorney's fees and litigation costs asserted by or resulting from any of the present owners of any interest in the Property seeking any potential compensation, damages, attorney's fees or costs under the Private Property Rights Protection Act that they may have based on the Owner's request in Case No. 18-ZN-2019.

d. This Waiver Agreement shall run with the land and shall be binding upon all present and future owners of any interest in the Property. Owner consents to the recording of this Agreement with the County Recorder in which the Property is located.

e. The Owner agrees that, as of the effective date of this Agreement, he/she has received equal protection of the laws and due process of all claims and requests, and has not suffered any compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence).

3. Owner warrants and represents that Owner is the owner of the fee title to the Property.

4. The person who signs this Agreement on behalf of Owner personally warrants and guarantees to City that he has legal power to bind Owner to this Agreement.

Owner: *Matthew A. Rundio* Its: *President*

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed, sworn to and acknowledged before me
by *Matthew A. Rundio* on this *25* day of *November*, 20*20*

My commission expires:

8/28/2022

T. Robinson
Notary Public



T. ROBINSON
Notary Public - Arizona
Maricopa Co. / #548697
Expires 08/28/2022



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-974150-PHX1

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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***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 Policy Amount 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

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 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; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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.

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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 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; Schedule B, Part II-Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-974150-PHX1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Commitment No.: NCS-974150-PHX1

Property Address: 2322 North Hayden Road, Scottsdale, AZ 85257

Revision No.: Second Amended

Issuing Office: 2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016

Issuing Office File No.: NCS-974150-PHX1

Escrow Officer: Name: Angelique Sizemore

Email:

Phone: (602)567-8100

Title Officer: Name: Daniel Figueroa

Email:

Phone: (602)567-8100

SCHEDULE A

1. Commitment Date: October 16, 2019, at 8:00 AM

2. Policy to be issued:

(a) ALTA® 2006 Extended Owner's Policy

Proposed Insured: Residential Pursuits Investments, LLC, an Arizona limited liability company

Proposed Policy Amount: \$210,000.00

(b) ALTA® Policy

Proposed Insured:

Proposed Policy Amount: \$

(c) ALTA® Policy

Proposed Insured:

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple, as to Parcel No. 1 and Easement, as to Parcel No. 2

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

PB & J XIV, LLC, an Illinois limited liability company

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-974150-PHX1

Commitment No.: NCS-974150-PHX1

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. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

NOTE: In the event any Affidavit required pursuant to A.R.S. 33-422 relating to unincorporated land in an unincorporated area of a country has been, or will be, recorded pertaining to the Land, such as Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

6. All of 2019 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$3,001.06 for the year 2019 under Assessor's Parcel No. 131-23-005A 6.

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7. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
8. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

REQUIREMENT SATISFIED

9. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
10. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Illinois, a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of PB & J XIV, LLC, a limited liability company.

11. **DELETED INTENTIONALLY**

12. Record Warranty Deed from PB & J XIV, LLC, an Illinois limited liability company to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

13. Such further requirements as may be necessary after completion of the above.
14. Return to title department for final recheck before recording.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-974150-PHX1

Commitment No.: NCS-974150-PHX1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 thereof.
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.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. 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.

This page is only a part of a 2016 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; Schedule B, Part II-Exceptions.

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1. This item has been intentionally deleted.
2. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land. (All assessments due and payable are paid.)
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. An easement for road and incidental purposes in the document recorded as Docket 2059, Page 327.
5. An easement for electrical facilities and incidental purposes in the document recorded as Docket 6565, Page 33.
6. All matters as set forth in City of Scottsdale Request for Lot Split, recorded as 89-118314 of Official Records.
7. This item has been intentionally deleted.
8. This item has been intentionally deleted.
9. This item has been intentionally deleted.
10. Water rights, claims or title to water, whether or not shown by the public records.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-974150-PHX1

File No.: NCS-974150-PHX1

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

PARCEL NO. 1:

THE NORTH 100 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE EAST 357 FEET THEREOF.

PARCEL NO. 2:

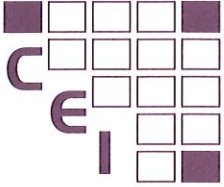
AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE NORTH 100 FEET OF THE EAST 357 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THE EAST 40 FEET THEREOF, AS CREATED BY WARRANTY DEED RECORDED IN DOCUMENT NO. 89-189667.

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Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

5010 E. Shea Blvd. Ste. 110 ■ Scottsdale, Arizona 85254 ■ TEL (602) 395-9300 ■ FAX (602) 395-9310

Job No. 190903
November 1, 2019

Legal Description For Hayden & Oak

That part of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 35, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:
Commencing at the East quarter corner of said Section 35;

Thence along the East line of said Northeast quarter of Section 35, North 00 degrees 15 minutes 16 seconds West a distance of 332.37 feet to the **Point of Beginning**;

Thence South 89 degrees 52 minutes 26 seconds West a distance of 357.00 feet to a point on the West line of the East 357.00 feet of said Southeast quarter of the Southeast quarter of the Northeast quarter of Section 35;

Thence South 00 degrees 15 minutes 16 seconds East a distance of 100.00 feet to the Southeast corner of the North 100.00 feet of the South half of said Southeast quarter of the Southeast quarter of the Northeast quarter of Section 35;

Thence South 89 degrees 52 minutes 26 seconds West a distance of 301.94 feet to the Southwest corner of said North 100.00 feet of the South half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 35;

Thence North 00 degrees 11 minutes 30 seconds West a distance of 432.45 feet to the Northwest corner of said Southeast quarter of the Southeast quarter of the Northeast quarter of Section 35;


Legal Description
Job No. 190903
Gross
November 01, 2019
Page 2

Thence North 89 degrees 53 minutes 00 seconds East a distance of 658.47 feet to a point on said East line of the Northeast quarter of Section 35;

Thence South 00 degrees 15 minutes 16 seconds West a distance of 332.37 feet to the **Point of Beginning.**

Note: The above described parcel contains 249,129 sq. ft. or 5.7192 acres, more or less.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	File Number 97372EW

COMMITMENT FOR TITLE INSURANCE

Issued By

Empire West Title Agency LLC as Agent for

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

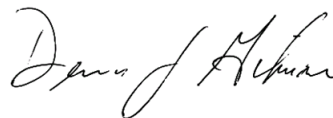
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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 Policy Amount 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.

Empire West Title Agency LLC, issuing agent for
First American Title Insurance Company
By: Rebecca Middlemore
Title Department

Please direct all inquires and correspondence to:
Empire West Title Agency LLC
Escrow Officer: Lisa Rosito
Phone: 602-749-7030

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (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 shall not be 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.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (c) The Company will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
- (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 and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.
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. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMITMENT FOR TITLE INSURANCE
Issued by
First American Title Insurance Company
SCHEDULE A

Address Reference: 2340 N Hayden Road, Scottsdale, AZ 85257

1. Commitment Date: October 28, 2019, 7:30 am
2. Policy to be issued:
 - (a) 2006 ALTA® Extended Coverage Owner's Policy

Proposed Insured:	Residential Pursuits Investments, LLC, an Arizona limited liability company
Proposed Policy Amount:	\$2,750,000.00
- 3A. The estate or interest in the land described in this Commitment and covered herein is Fee and title thereto is at the effective date hereof vested in:
First Church of the Nazarene, Scottsdale Arizona, an Arizona non-profit corporation, who acquired title as First Church of the Nazarene, an Arizona corporation
- 3B. Title to the estate herein described upon issuance of the Policy shall be vested in:
Residential Pursuits Investments, LLC, an Arizona limited liability company
4. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

EXHIBIT "A"

Parcel 1:

The South 66 feet of the North 198 feet of the North half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 35, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the East 40 feet thereof.

Parcel 2:

The North 132 feet of the North half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 35, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the East 40 feet thereof.

Parcel 3:

The North half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 35, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 198 feet thereof; and

EXCEPT the East 40 feet.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

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. Record Reconveyance of Deed of Trust securing an original indebtedness in the amount of \$150,000.00 recorded May 22, 2014 as Document No. 2014-333251 of Official Records:

Dated: May 16, 2014
Trustor: First Church of the Nazarene, an Arizona corp.
Trustee: Chicago Title Agency
Beneficiary: Wesley an Investment Foundation, Inc., an Indiana corp.

6. Deleted Intentionally
7. Deleted Intentionally
8. Deleted Intentionally
9. Furnish the following as they pertain to real estate transactions for First Church of the Nazarene, a non-profit corporation:
 - a. Furnish copies of the by-laws, rules and regulations and a complete copy of the Articles of Incorporation, as they pertain to real estate transactions, of said non-profit corporation.
 - b. Furnish a certified copy of a regularly called business meeting of the membership of said non-profit

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part I

- corporation authorizing the Officer of said church to sell the within described property and to execute and deliver all instruments necessary to complete the transaction being insured herein.
- c. Proper showing of the names of all present duly elected and qualified trustees.

10. Record Deed from First Church of the Nazarene, Scottsdale Arizona, an Arizona non-profit corporation, who acquired title as First Church of the Nazarene, an Arizona corporation to Residential Pursuits Investments, LLC, an Arizona limited liability company.

NOTE: See attached tax sheets for the following Parcel Numbers: 131-23-008.

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded March 22, 1972 as Docket 9318, page 184.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

Map Note: The attached map, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Arbitration notice: The policy to be issued may contain an Arbitration Clause. When the amount of insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this commitment or report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

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*Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II*

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. Water rights, claims or title to water, whether or not shown by the public records.
3. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.
4. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.
5. Taxes for the full year of 2020. (The first half is due October 1, 2020 and is delinquent November 1, 2020. The second half is due March 1, 2021 and is delinquent May 1, 2021). (Exempt)
6. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
7. Reservations contained in Patent to the land recorded as Book 26 of Deeds, page 171.
8. Easement(s) for irrigation and drainage ditches and incidental purposes, recorded in Book 7, page 425 of Agreements.
9. Easement(s) for transmission lines and incidental purposes, recorded in Docket 5521, page 28 of Official Records.
10. Easement(s) for transmission lines and incidental purposes, recorded in Docket 6565, page 34 of Official Records.
11. Easement(s) for road or highway; public utilities and incidental purposes, recorded in Docket 9125, page 738 of Official Records.

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12. Terms and conditions contained in the Option and Site Lease as set forth in Memorandum of the Option and Site Lease Agreement, dated August 29, 2001, executed by First Church of the Nazarene Scottsdale, an Arizona corporation as lessor and Qwest Wireless, L.L.C., a Delaware limited liability company as lessee, recorded April 26, 2002 as 2002-427933 of Official Records.
13. A License dated July 2, 2002, by and between Cricket Arizona Property Company, a Delaware corporation and Sprint Spectrum, L.P., a Delaware limited partnership, as disclosed in Memorandum of PCS Site Agreement, executed by Salt River Project as lessor and Sprint Spectrum, L.P., a Delaware limited partnership as lessee, recorded August 21, 2002 as 2002-849903 of Official Records.
14. The following matters and all additional matters, as disclosed by an unrecorded ALTA/NSPS survey made by Robert J. Blake of Clouse Engineering, Inc. on September 19, 2019, designated Job No. 190303:
 - 1) Parties in Possession of land lying Northerly of a Chain Link Fence lying Southerly of the Northerly Line of Parcel 2 herein.
 - 2) Encroachment of a Block Wall lying Westerly of the Westerly line of Parcels 1, 2 and 3 herein,.
 - 3) Parties in Possession of land lying Northerly of a Block Wall lying Southerly of the Southerly line of Parcel 3 herein.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II

PRIVACY POLICY - First American Title Insurance Company

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 such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, First American Title Insurance Company, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public records or from another person or entity. First American Title Insurance Company has also adopted broader guidelines that govern our use of personal information regardless of its source. First American Title Insurance Company calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

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 effects to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American Title Insurance Company's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

This page is only a part of a 2016 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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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A