



## COMMITMENT

Issued by  
**OLD REPUBLIC NATIONAL 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

A handwritten signature in cursive script that reads 'C. Monroe'.

President

Attest

A handwritten signature in cursive script that reads 'David Wald'.

Secretary

## 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. 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.*

- (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>.

**SCHEDULE A**

1. Commitment Date: **February 27, 2023, at 5:00 PM**
2. Policy to be issued:
  - (a) 2006 ALTA Owner's Policy  
Proposed Insured: **MREG 101 Bell North LLC, a Delaware limited liability company**  
Proposed Policy Amount: **\$60,827,251.00**
  - (b) 2006 ALTA Loan Policy  
Proposed Insured: **Alliance Bank**  
Proposed Policy Amount: **\$45,735,622.00**
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**.
4. The Title is, at the Commitment Date, vested in:  
  
**State of Arizona, acting by and through the Arizona State Land Department**
5. The Land is described as follows:  
  
**See 'Exhibit A' attached hereto.**

**EXHIBIT A**

A portion of the following described property:

Tract 22, of State Plat No. 16, Core South, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, recorded in [Book 324 of Maps, Page 50](#);

EXCEPT therefrom, that portion of said Tract 22, of State Plat No. 16, Core South, lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as conveyed in Patent from the State of Arizona to D.C. Ranch L.L.C. in document recorded in Recording No. [2006-1121262](#), records of Maricopa County, Arizona, more particularly described as follows:

A portion of Tract 22 as shown on State Plat No. 16 — Core South recorded in Book 324 of Maps, Page 50, Maricopa County Records (M.C.R.), lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River 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 flush, 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 1066.90 feet, to the Easterly right-of-way line of Pima Road as described in Rightof- Way Dedication Tract 22, recorded in Recording No. [2000-0589276](#), M.C.R.;

THENCE leaving said North line, along said Easterly right-of-way line, South 00 degrees 03 minutes 27 seconds East, a distance of 708.74 feet to the Northerly corner of said Tract 22, and the POINT OF BEGINNING;

THENCE leaving said Easterly right-of-way line, along the East line of said Tract 22, South 00 degrees 03 minutes 27 seconds East, a distance of 1015.60 feet, to a point of intersection with a non-tangent curve;

THENCE leaving said East line, Westerly along said curve, having a radius of 333.42 feet, concave Northerly, whose radius bears North 08 degrees 12 minutes 00 seconds West, through a central angle of 25 degrees 02 minutes 54 seconds, a distance of 145.76 feet, to a point of reverse curvature;

THENCE Westerly along said curve, having a radius of 292.58 feet, concave Southerly, through a central angle of 01 degrees 15 minutes 03 seconds, a distance of 6.39 feet, to a point of reverse curvature;

THENCE Westerly along said curve, having a radius of 311.42 feet, concave Northerly, through a central angle of 07 degrees 09 minutes 33 seconds, a distance of 38.91 feet, to the curve's end;

THENCE North 67 degrees 14 minutes 36 seconds West, a distance of 39.20 feet;

THENCE South 72 degrees 08 minutes 31 seconds West, a distance of 50.80 feet, to a point of intersection with a non-tangent curve;

THENCE Southwesterly along said curve, having a radius of 1876.00 feet, concave Northwesterly, through a central angle of 06 degrees 03 minutes 42 seconds, a distance of 198.47 feet, to a point of compound curvature;

THENCE Southwesterly along said curve, having a radius of 308.00 feet, concave Northwesterly, through a central angle of 12 degrees 53 minutes 27 seconds, a distance of 69.30 feet, to a point of reverse curvature;

THENCE Southwesterly along said curve, having a radius of 292.00 feet, concave Southeasterly, through a central angle of 09 degrees 21 minutes 21 seconds, a distance of 47.68 feet, to said Easterly right-of-way line of Pima Road and a point of cusp with a reverse direction curve;

THENCE along said Easterly right-of-way line, Northerly along said curve, having a radius of 1865.00 feet, concave Westerly, whose radius bears North 48 degrees 34 minutes 31 seconds West, through a central angle of 41 degrees 28 minutes 56 seconds, a distance of 1350.26 feet, to the POINT OF BEGINNING; and

EXCEPT any portion lying within the following described property:

A portion of Tract 22 as shown on State Plat No. 16 - Core South recorded in Book 324 of Maps, Page 50, Maricopa County Records (M.C.R.), lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River 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 flush, from which the North quarter corner of said section, a PK nail, bears North 89 degrees 55 minutes 34 seconds East (basis of bearing), a distance of 2390.15 feet;

THENCE along the North line of said section, North 89 degrees 55 minutes 34 seconds East, a distance of 1068.16 feet, to the Easterly right-of-way line of Pima Road as described in right-ofway dedication Tract 22, recorded in Recording No. [2000-0589276](#), M.C.R. and the POINT OF BEGINNING;

THENCE leaving said North line, along said Easterly right-of-way line, South 00 degrees 03 minutes 36 seconds East, a distance of 709.73 feet to the beginning of a tangent curve to the right having a radius of 1865.00 feet;

THENCE Southwesterly along the arc of said curve and said Easterly right-of-way line through a central angle of 41 degrees 28 minutes 56 seconds an arc length of 1350.26 feet;

THENCE North 48 degrees 34 minutes 40 seconds West 65.00 feet along a radial line to the beginning of a non- tangent curve the center of which bears North 48 degrees 34 minutes 40 seconds West, 1800.00 feet;

THENCE Northeasterly along the arc of said curve and along the centerline of said Pima Road through a central angle of 41 degrees 28 minutes 56 seconds an arc length of 1303.20 feet;

THENCE North 00 degrees 03 minutes 36 seconds West, 709.72 feet along said centerline to the North line of said Section;

THENCE North 89 degrees 55 minutes 34 seconds East 65.00 feet along said North line to the POINT OF BEGINNING; and

EXCEPT any portion of said Tract 22, lying within G.L.O. Lot 4; the Southeast quarter of the Southwest quarter; and the Southeast quarter of Section 31, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

## SCHEDULE B-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. Note: APN: 215-07-021A  
Full Amount for the year 2022: \$0.00 1st half: 0.00 2nd half: 0.00

Note: APN: 215-07-022D  
Full Amount for the year 2022: \$0.00 1st half: 0.00 2nd half: 0.00

Said Taxes and Assessments are assessed to all of the herein described land and other land not herein described. Updated tax status may be obtained by clicking the following link:

<https://treasurer.maricopa.gov/>

6. Approval by the Underwriting Department of Old Republic Title Agency of this Commitment prior to close of escrow and issuance of policy. The right is reserved to make additional exceptions or requirements upon the Underwriting Department's review.
7. APPROVAL by the parties to this transaction of the legal description used in this report.
8. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).
9. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.
10. FURNISH plat of survey acceptable to the Company. The right is reserved to make additional requirements or exceptions upon examination of said plat.

NOTE: The plat of survey furnished to satisfy the above requirements must be made by a Registered Land Surveyor, showing proper ties to locating monuments, location of the improvements on the premises, easements or rights-of-way, over or under the property, together with any encroachments or projections, fences or any other matters affecting the use and occupancy of the premises, and CERTIFICATION BY said Land Surveyor shall read as follows:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 8, 11, 13, 16, and 18 from Table A thereof. The fieldwork was completed on X.

Date of Plat or Map: X (Surveyor's signature, printed name and seal with Registration/License Number)

Upon furnishing of said plat, any matter disclosed by said plat will be added to Schedule B.

NOTE: Should Zoning coverage be requested, items 4, 5, 6, 7 and 9 of Table A, and information regarding the usage of the property must be included.

11. FURNISH names of the parties to be insured. (The right is reserved to make additional requirements or exceptions upon an examination of the names submitted.)
12. "The Company reserves the right to make additional exceptions and/or requirements upon examination of all matters submitted to fulfill the above requirements."
13. RECORD PATENT from State of Arizona, acting by and through the Arizona State Land Department to PROPOSED OWNER INSURED HEREIN.
14. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.1.1.
15. Short Term Rate ("STR") does not apply.

NOTE: Arizona Revised Statute 11-480 was amended effective January 1, 1991. This new legislation mandates document size, print type and margin size of all documents being submitted for recording. Non-compliance may result in the County Recorder rejecting your documents.

The following is an excerpt from Arizona Revised Statute 11-480:

1. Each instrument shall have a caption.
2. Each instrument shall be no larger than eight and one-half inches in width and no longer than fourteen inches and shall have a print size no smaller than ten-point type.
3. Each instrument shall have at least one-half inch margin across the bottom and left and right sides from the top to the bottom. The first page shall have a top margin of at least two inches of vertical space from left to right and shall be reserved for recordation and return address information.



## SCHEDULE B-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. Taxes and assessments, general and special, for the year 2023, a lien but not yet due and payable.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Easements, Covenants, Conditions, Restrictions and Reservations as set forth on the plat recorded in [Book 324 of Maps, Page 50](#).
5. Easements, Covenants, Conditions, Restrictions and Reservations as set forth on the plat recorded in [Book 984 of Maps, Page 34](#).
6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
Instrument : Right-of-Way No. 18-97498  
For : public roadway, water and sewer  
Recorded : March 2, 1990 in Maricopa County Records at Recorder's No. [90-096600](#)
7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
For : pipeline, booster stations, and related facilities  
Dated : August 16, 1991  
Recorded : in Arizona State Land Records at No. [14-99402](#)  
  
Thereafter recorded April 3, 1996 at Recorder's No. [96-0227831](#) and Amendment recorded September 7, 1999 at Recorder's No. [99-0837031](#).
8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
For : public road, water and sewer, and drainage and slope  
Dated : May 12, 1994  
Recorded : in Arizona State Land Records at No. [16-53638](#)  
  
Thereafter Amendment to Right of Way recorded September 19, 1997 at Recorder's No. [97-0652885](#).
9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
Instrument : Right-of-Way No. 18-101109  
For : right of way  
Recorded : November 3, 1997 in Maricopa County Records at Recorder's No. [97-0769509](#)

10. Matters as contained or referred to in an instrument,  
Entitled : Resolution of Establishment  
Recorded : July 22, 1998 in Maricopa County Records at Recorder's No. [98-0626667](#)
11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
For : underground sewer line  
Dated : June 1, 1998  
Recorded : in Arizona State Land Records at No. [16-103757](#)  
  
Thereafter Right of Way recorded August 25, 1998 at Recorder's No. [98-0751463](#).
12. Covenants, Conditions, Restrictions, Limitations, Easements, Assessments, Reservations, Exceptions, Terms, Liens or Charges, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument  
  
Recorded : July 16, 1999 in Maricopa County Records at Recorder's No. [99-0673268](#)  
  
Modification thereof, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument  
  
Recorded : June 11, 2007 in Maricopa County Records at Recorder's No. [20070669713](#)  
  
Thereafter Revocable Assignment and Assumption recorded November 21, 2008 at Recorder's No. [20081000566](#);  
  
Second Amendment recorded December 16, 2009 at Recorder's No. [20091152130](#)
13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
For : public roadway's drainage and underground utilities  
Dated : August 13, 1999  
Recorded : in Arizona State Land Records at No. [16-103534](#)  
  
Thereafter recorded August 2, 2000 at Recorder's No. [2000-0589276](#); and  
Amendment recorded August 11, 2004 at Recorder's No. [20040932570](#); and  
Amendment recorded December 17, 2021 at Recorder's No. [20211336327](#).
14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
For : underground utilities  
Dated : August 10, 2001  
Recorded : in Arizona State Land Records at No. [16-105304](#)  
Thereafter recorded November 16, 2001 at Recorder's No. [2001-1075519](#).

15. Terms and provisions as contained in an instrument,  
Entitled : Easement Encroachment permit and Indemnification Agreement  
Recorded : November 17, 2003 in Maricopa County Records at Recorder's No. [2003-1579609](#)
16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following  
Instrument : Right-of-Way No. 16-108505  
For : underground 20 inch potable water line  
Recorded : March 9, 2006 in Maricopa County Records at Recorder's No. [20060320198](#)
17. Matters as contained or referred to in an instrument,  
Entitled : Notice of Sewer Line Reimbursement Requirement  
Recorded : September 23, 2008 in Maricopa County Records at Recorder's No. [20080822005](#)
18. Matters as contained or referred to in an instrument,  
Entitled : Notice of Sewer Line Reimbursement Requirement  
Recorded : September 23, 2008 in Maricopa County Records at Recorder's No. [20080822008](#)
19. Matters as contained or referred to in an instrument,  
Entitled : Notice of Sewer Line Reimbursement Requirement  
Recorded : September 23, 2008 in Maricopa County Records at Recorder's No. [20080822012](#)
20. All matters as set forth in Results of Survey recorded in [Book 583 of Maps, Page 23](#) and thereafter Amended in [Book 618 of Maps, Page 32](#).
21. All matters as set forth in Record of Survey recorded in [Book 805 of Maps, Page 49](#).
22. All matters as set forth in Record of Survey recorded in [Book 1514 of Maps, Page 25](#).
23. Right of Way No. [65-57](#) dated August 2, 1950 to the United States of America for electric transmission line; as amended.
24. Right of Way No. [09-1907](#) dated December 15, 1958 to the Board of Supervisors of Maricopa County for county highway, as assigned to Maricopa County on June 20, 1986.
25. Perpetual Right of Way No. [09-3023](#) dated March 16, 1962 to Maricopa County Board of Supervisors for county highway purposes.  
NOTE: Name changed to the City of Scottsdale on July 16, 2002.
26. Permanent Right of Way No. [16-3330](#) dated January 23, 1964 to Arizona Public Service Company for power line purposes.
27. Perpetual Right of Way No. [16-95513](#) dated February 17, 1988 to Salt River Project Agricultural Improvement and Power District for power lines and pipelines.
28. 50 Year Right of Way No. [14-99402](#) dated August 16, 1991 to the city of Scottsdale for pipeline, booster stations and related facilities.
29. 50 Year right of Way No. [14-53637](#) dated February 10, 1994 to the City of Scottsdale for an underground water pipeline.
30. Perpetual Right of Way No. [16-53638](#) dated May 12, 1994 to the city of Scottsdale for pubic road, water and sewer, drainage and slope easements, thereafter amended October 3, 1995.
31. Perpetual Right of Way No. [16-103757](#) dated June 1, 1998 to D C Ranch, LLC, an Arizona limited liability company for an underground sewer line; thereafter assigned to the City of Scottsdale on February 14, 2003.
32. Perpetual Right of Way No. [16-103551](#) dated November 12, 1998 to Arizona Department of Transportation for public roadway S.R. 101.

33. Perpetual Right of Way No. [16-103534](#) dated August 13, 1999 to the city of Scottsdale for public roadway, drainage and underground utilities; thereafter amended August 30, 2004 and [December 13, 2021](#).
34. Permanent Right of Way No. [16-103476](#) dated June 10, 1999 to the City of Scottsdale for underground sewer systems 2 pipes -30" 1 pipe – 21".
35. Intentionally deleted.
36. Intentionally deleted.
37. Right of Way No. [18-54112](#) dated June 2, 2014 to Southwest Gas Corporation for one 4' and one 8' natural gas distribution pipeline and regulator station to expire June 1, 2024.
38. Right of Way No. [14-117893](#) dated May 22, 2015 to Arizona Public Service Company for overhead 69kV sub-transmission line with a 48-count internal use only fiber optic line to expire May 21, 2065.
39. Right of Way No. [18-101890](#) dated January 27, 2017 to Southwest Gas Corporation for an underground 8" to 10" natural gas distribution line to expire on January 26, 2027.
40. Definite Right of Way No. [18-104057](#) dated May 20, 2019 to Arizona Public Service Company for an underground 12kv electric distribution line in SR 101 R/W and an overhead 69kv double circuit sub transmission line; to expire May 19, 2029.
41. Application No. [53-121889](#) for Commercial Development.
42. Application No. [53-120425](#) for Development.
43. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
44. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
45. Rights and claims of parties in possession.



## OLD REPUBLIC TITLE

### FACTS

### WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and employment information</li><li>• Mortgage rates and payments and account balances</li><li>• Checking account information and wire transfer instructions</li></ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (*Contact Us*)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				