



ALTA COMMITMENT FOR TITLE INSURANCE

issued by

Pioneer Title Agency, Inc. as agent for
First American Title Insurance Company

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

First American Title Insurance Company

Kenneth D. DeGiorgio
President

Lisa W. Cornehl
Secretary

Pioneer Title Agency, Inc.

**1550 E. Missouri Ave.
Phoenix, AZ 85014
(602) 943-0184**

This page is only a part of a 2021 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 and a counter-signature by the Company or its issuing agent that may be in electronic form.





COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; 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

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Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing 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 IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Issuing Agent: Pioneer Title Agency, Inc.
Issuing Office: 1550 E. Missouri Ave., Phoenix, AZ 85014
Issuing Office's ALTA® Registry ID: 0000097
Loan ID Number:
Issuing Office File Number: 76702131-067-GBC
Property Address: 3126 N. Civic Center Plaza, Scottsdale, AZ 85251
Revision Number:

SCHEDULE A

- 1. Commitment Date: **February 29, 2024 at 7:30 am**
- 2. Policy to be issued:
 - (a) **ALTA Owners Policy 7-1-21 Standard Coverage**
Proposed Insured: **The City of Scottsdale, a municipal corporation**
Proposed Amount of Insurance: **\$2,000,000.00**
 - (b) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
 - (c) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**

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

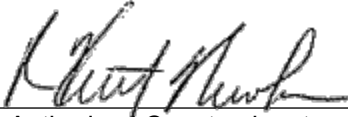
FEE SIMPLE

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

[3134 Civic Center, LLC, an Arizona limited liability company, as to Parcel Nos. 1 and 2; 7330 Venue Note, LLC, an Arizona limited liability company, as to Parcel Nos. 3, 4, and 5; and 7363, LLC, an Arizona limited liability company, as to Parcel No. 6](#)

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

By: 
Authorized Countersignature

Note: Please direct all inquiries and correspondence to Gloria Burnett, your escrow officer, at (602) 943-0184 or Gloria.Burnett@PioneerTitleAgency.com. (TN4)

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File Number: 76702131-067-GBC

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY THAT LIES WITHIN THE WEST 185.00 FEET OF THE EAST 225.00 FEET OF THE NORTH 152.00 FEET OF THE SOUTH 192.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS RECORDED IN DOCKET 12017, PAGE 255, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF EARLL DRIVE AND CIVIC CENTER PLAZA;

THENCE NORTH ALONG THE CENTERLINE OF CIVIC CENTER PLAZA, A DISTANCE OF 192.00 FEET;

THENCE WEST A DISTANCE 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CIVIC CENTER PLAZA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 132.00 FEET TO A CURVE, WHOSE RADIAL BEARING IS WEST;

THENCE ALONG SAID CURVE WHOSE RADIUS EQUALS 20.00 FEET AND IS CONCAVE TO THE NORTHWEST, A LENGTH OF 31.24 FEET TO A POINT ON THE CURVE WHOSE RADIAL BEARING IS SOUTH, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE AND 40.00 FEET NORTH OF THE CENTERLINE OF EARLL DRIVE;

THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 54.50 FEET;

THENCE NORTH A DISTANCE OF 98.50 FEET;

THENCE WEST A DISTANCE OF 110.50 FEET;

THENCE NORTH A DISTANCE OF 53.50 FEET;

THENCE ON THE EAST A DISTANCE OF 185.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PART, IF ANY, LYING WITHIN THE SOUTH 100.00 FEET OF THE WEST 100.00 FEET OF THE EAST 225.00 FEET OF THE SOUTH 192.00 FEET OF THE NORTHWEST QUARTER

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EXHIBIT A

LEGAL DESCRIPTION

(Continued)

OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

THE NORTH 173 FEET OF THE SOUTH 365 FEET OF THE EAST 225 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST 40 FEET.

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EXHIBIT A

LEGAL DESCRIPTION

(Continued)

PARCEL NO. 3:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 930.48 FEET;

THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH, A DISTANCE OF 190.00 FEET TO THE NORTH LINE OF THE SOUTH 230.00 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 157.94 FEET TO THE WEST LINE OF THE EAST 225.00 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 0 DEGREES 1 MINUTES 25 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 190.00 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, PARALLEL TO AND 40.00 FEET NORTHERLY FROM THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 157.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

THE SOUTH 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

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EXHIBIT A

LEGAL DESCRIPTION

(Continued)

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 930.48 FEET;

THENCE NORTH, A DISTANCE OF 230.00 FEET ON A LINE PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING;

THENCE NORTH, A DISTANCE OF 135.00 FEET TO THE NORTH LINE OF THE SOUTH 365.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST ALONG THE AFOREMENTIONED LINE, A DISTANCE OF 158.00 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 25 SECONDS WEST, A DISTANCE OF 135.00 FEET ON A LINE PARALLEL TO AND 225.00 FEET WESTERLY OF THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 157.94 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 5:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 930.48 FEET;

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EXHIBIT A

LEGAL DESCRIPTION

(Continued)

THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 255.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 255.00 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST ALONG SAID LINE, FOR A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH, A DISTANCE OF 40.00 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS EAST, A DISTANCE OF 132.97 FEET;

THENCE SOUTH 0 DEGREES 01 MINUTES 25 SECONDS WEST ALONG A LINE PARALLEL WITH AND 225.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF THE SOUTH 255.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 50 MINUTES 45 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 132.95 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 6:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERLY THAT LIES WITHIN THE WEST 185 FEET OF THE EAST 225 FEET OF THE NORTH 152 FEET OF THE SOUTH 192 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT BEGINNING AT THE POINT OF INTERSECTION OF EARIL DRIVE AND CIVIC CENTER PLAZA;

THENCE NORTH ALONG THE CENTERLINE OF CIVIC CENTER PLAZA, A DISTANCE OF 192.00 FEET;

THENCE WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CIVIC CENTER PLAZA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

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EXHIBIT A

LEGAL DESCRIPTION

(Continued)

THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 132.00 FEET TO A CURVE, WHOSE RADIAL BEARING IS WEST;

THENCE ALONG SAID CURVE WHOSE RADIUS EQUALS 20.00 FEET AND IS CONCAVE TO THE NORTHWEST, A LENGTH OF 31.24 FEET TO A POINT, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE AND 40.00 FEET NORTH OF THE CENTERLINE OF EARIL DRIVE;

THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 54.50 FEET;

THENCE NORTH A DISTANCE OF 98.50 FEET;

THENCE WEST A DISTANCE OF 110.50 FEET;

THENCE NORTH A DISTANCE OF 53.50 FEET;

THENCE EAST A DISTANCE OF 185.00 FEET TO THE TRUE POINT OF BEGINNING.

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay second installment 2023 taxes.
6. Record Release and Reconveyance of Deed of Trust:

Amount \$1,100,000.00
Dated 09/29/2022
Recorded in Document No. [22-774403](#)
Trustor 3134 Civic Center, LLC, an Arizona limited liability company
Trustee First American Title Insurance Company, a Nebraska corporation
Beneficiary Standard Insurance Company, an Oregon corporation

A portion of beneficial interest under said Deed of Trust was assigned by instrument:

Recorded in Document No. [23-254815](#)
Assignee Lincoln National Life Insurance Company, an Indiana corporation (17.35%), PL Mortgage Fund, LLC, a Delaware limited liability company (20.1%), The Standard Life Insurance Company of New York, a New York corporation (48.75%)

Assignment of Lessor's Interest in Leases:

Recorded in Document No. [22-774404](#)
(Affects Parcel No. 1)

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SCHEDULE B – PART I
Requirements
(Continued)

7. Record Release and Reconveyance of Deed of Trust:

Amount \$900,000.00
Dated 06/10/2011
Recorded in Document No. [11-530332](#)
Trustor 3134 Civic Center, LLC, an Arizona limited liability company
Trustee Chicago Title Insurance Company, a Nebraska corporation
Beneficiary Standard Insurance Company, an Oregon corporation

Assignment of Lessor's Interest in Leases:

Recorded in Document No. [11-530334](#)
(Affects Parcel No. 2)

8. Record Release and Reconveyance of Deed of Trust:

Amount \$750,000.00
Dated 08/31/2012
Recorded in Document No. [12-843067](#)
Trustor 3134 Civic Center, LLC
Trustee Thomas Title & Escrow, LLC
Beneficiary First Western Trust Bank

Modification of Deed of Trust

Recorded in Document No. [13-925485](#)
(Affects Parcel No. 2)

9. Record Release of Assignment of Rents:

Recorded in Document No. [12-843068](#)
(Affects Parcel No. 2)

10. Record Termination of Financing Statement between:

Debtor Hyland Bay Systems, Inc.
Secured Party Wells Fargo Bank, National Association
Recorded in Document No. [16-307524](#)

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File Number: 76702131-067-GBC

SCHEDULE B – PART I
Requirements
(Continued)

Continuation of UCC Financing Statement:

Recorded in Document No. [20-1150094](#)
(Affects Parcel Nos. 3, 4, and 5)

11. Record Release and Reconveyance of Deed of Trust:

Amount \$950,000.00
Dated 07/03/2019
Recorded in Document No. [19-543542](#)
Trustor 7330 Venue Note, LLC, an Arizona limited liability company
Trustee First American Title Insurance Company
Beneficiary Standard Insurance Company, an Oregon corporation

Assignment of Lessor's Interest in Leases:

Recorded in Document No. [19-543543](#)
(Affects Parcel Nos. 3, 4, and 5)

A portion of beneficial interest under said Deed of Trust was assigned by instrument:

Recorded in Document No. [20-215147](#)
Assignee Banner Life Insurance Company, a Maryland Insurance Company, as to 8.9% interest
(Affects Parcel No. 3, 4, and 5)

12. Record Release and Reconveyance of Deed of Trust:

Amount \$375,000.00
Dated 12/02/2010
Recorded in Document No. [10-1091267](#)
Trustor 7363, LLC, a Arizona limited liability company
Trustee Chicago Title Insurance Company
Beneficiary Standard Insurance Company, an Oregon corporation

Assignment of Lessor's Interest in Leases:

Recorded in Document No. [10-1091268](#)
(Affects Parcel No. 6)

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File Number: 76702131-067-GBC

SCHEDULE B – PART I
Requirements
(Continued)

13. Submit fully executed copy of the Operating Agreement (and all amendments) executed by all Members of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

3134 Civic Center, LLC, an Arizona limited liability company

- or in lieu thereof -

Furnish copy of Certification of No Operating Agreement and Resolution of Authority signed by all Members.

The right is reserved to make additional requirements upon examination of the above.

14. Submit fully executed copy of the Operating Agreement (and all amendments) executed by all Members of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

7330 Venue Note, LLC, an Arizona limited liability company

- or in lieu thereof -

Furnish copy of Certification of No Operating Agreement and Resolution of Authority signed by all Members.

The right is reserved to make additional requirements upon examination of the above.

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File Number: 76702131-067-GBC

SCHEDULE B – PART I
Requirements
(Continued)

15. Submit fully executed copy of the Operating Agreement (and all amendments) executed by all Members of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

7363, LLC, an Arizona limited liability company

- or in lieu thereof -

Furnish copy of Certification of No Operating Agreement and Resolution of Authority signed by all Members.

The right is reserved to make additional requirements upon examination of the above.

16. Record Deed from 3134 Civic Center, LLC, an Arizona limited liability company, 7330 Venue Note, LLC, an Arizona limited liability company, and 7363, LLC, an Arizona limited liability company to Proposed Insured Owner.

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

17. Record Termination of unrecorded Lease between 3134 Civic Center, LLC, Lessor, and Sonoran Orthopaedic Trauma Surgeons, PLLC as disclosed by Subordination, Nondisturbance and Attornment Agreement recorded in Document No. [22-774405](#).
(Affects Parcel No. 1)

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Form 50126904 (5-31-22)





File Number: 76702131-067-GBC

SCHEDULE B – PART I Requirements (Continued)

TAX NOTE:

Year 2023
Parcel No. [130-21-002B](#)
Total Tax \$8,921.51
First Half \$paid
Second Half \$4,460.77
(Parcel No. 1)

Year 2023
Parcel No. [130-21-001X](#)
Total Tax \$10,525.74
First Half \$paid
Second Half \$5,262.87
(Parcel No. 2)

Year 2023
Parcel No. [130-21-002A](#)
Total Tax \$4,598.80
First Half \$paid
Second Half \$2,299.40
(Parcel No. 3)

Year 2023
Parcel No. [130-21-003A](#)
Total Tax \$2,240.88
First Half \$paid
Second Half \$1,120.44
(Parcel Nos. 4 and 5)

Year 2023
Parcel No. [130-21-007](#)
Total Tax \$10,386.70
First Half \$paid
Second Half \$5,193.35
(Parcel No. 6)

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer Phone: (602) 506-8511
301 W. Jefferson website: <http://treasurer.maricopa.gov/index.htm>
Phoenix, AZ 85003

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File Number: 76702131-067-GBC

SCHEDULE B – PART I
Requirements
(Continued)

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

Deed recorded 10/13/2022 as Document No. [22-774402](#); Grantor: Rhortega, LLC, an Arizona limited liability company; Grantee: 3134 Civic Center, LLC, an Arizona limited liability company. (Affects Parcel No. 1)

NOTE: The address of said land is purported to be: **3126 N. Civic Center Plaza, Scottsdale, AZ 85251**
The Company assumes no liability as to the validity and/or accuracy of any such address.

Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

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

End of Schedule B, Part I

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File Number: 76702131-067-GBC

SCHEDULE B, PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage. 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.

In addition to the Exceptions from Coverage contained in the form of Short Form Residential Loan Policy identified in Item 2 of Schedule A, the Policy will not insure against loss or damage resulting from the terms and conditions of any easement or lease included in the description of the Land as set forth in the Insured Mortgage, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records at Date of Policy.

(Note: The above Exceptions Nos. 2 through 7, inclusive, will be eliminated from any ALTA Extended Coverage Policy, ALTA Homeowner's Policy, ALTA Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.)

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Form 50126904 (5-31-22)





File Number: 76702131-067-GBC

SCHEDULE B – PART II
(Continued)

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

2024
9. Obligations imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
10. The Liabilities, Obligations and Burdens imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power Districts.
11. The matters shown on Survey:

Recorded in [Book 987 of Maps, Page 1](#)
(Affects Parcel No. 1)
12. Easements and rights incident thereto, as set forth in instrument:

Recorded in [Docket 9923, Page 794](#)
Purpose underground utility
(Affects Parcel No. 2)
13. ALL MATTERS set forth in Grant of Easement and Agreement according to the terms and conditions contained therein:

Recorded in [Docket 14920, Page 10](#)
(Affects Parcel Nos. 3 and 4)
14. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in [Docket 16300, Page 1430](#) and the effect of Release of Easement recorded in Document No. [15-525664](#)
Purpose electric line
(Affects Parcel Nos. 3 and 4)
15. ALL MATTERS set forth in Resolution No. 3721 according to the terms and conditions contained therein:

Recorded in Document No. [94-657928](#)
(Affects all parcels)

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SCHEDULE B – PART II
(Continued)

16. ALL MATTERS set forth in Resolution FCD 97-14 according to the terms and conditions contained therein:

Recorded in Document No. [98-8424](#)
(Affects all parcels)
17. ALL MATTERS set forth in Resolution FCD 2018R007A Amendment to Resolution FCD 2018R007 according to the terms and conditions contained therein:

Recorded in Document No. [22-667059](#)
(Affects all parcels)
18. The matters shown on Survey:

Recorded in [Book 1717 of Maps, Page 13](#)
(Affects all parcels)

END OF SCHEDULE B – PART II

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Privacy Notice

Effective: January 1, 2020

Notice Last Updated: January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

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

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

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

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

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

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

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

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



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver’s license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we’ve collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we’ve collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity



Categories of Third Parties Shared

The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

Pioneer Title Agency, Inc.

Commitment to Service

Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

Personal Information Collected

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

Use of Information

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

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

Links to Other Websites

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

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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