

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Authorized Countersignature Thomas Title & Escrow, LLC D/B/A Thomas Title and Escrow Agency 4800 N. Scottsdale Road, Suite 4300 Scottsdale, AZ 85251



Frederick H. Eppinger President and CEO

David Hisey Secretary

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## **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;
  - f. Schedule B, Part II Exceptions; and
  - g. a countersignature by the Company or its issuing agent that may be in electronic form.

# 4. COMPANY'S RIGHT TO AMEND

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

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## 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.

## 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.

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#### 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

# STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Issuing Office:	Thomas Title & Escrow, LLC D/B/A Thomas Title and Escrow Agency 4800 N. Scottsdale Road, Suite 4300, Scottsdale, AZ 85251 (480) 222-1116
Issuing Office's ALTA <sup>®</sup> Registry ID:	,,,,,,
Loan ID Number:	
Commitment Number:	24AZ1957
Issuing Office File Number:	24AZ1957
Property Address:	7620 E Cavasson Boulevard, Scottsdale, AZ 85255
Revision Number:	Second
Title Officer:	Teri Guevara
Escrow Officer:	Sheila Hunter

#### 1. Commitment Date: June 24, 2024 at 8:00AM

#### 2. Policy to be issued:

(a) 2021 ALTA® Owner's Policy - Extended Proposed Insured: City of Scottsdale

(b) 2021 ALTA® Loan Policy - Extended Proposed Insured: To Be Determined

#### 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:

NWGH, LLC, a Delaware limited liability company

#### 5. The Land is described as follows:

See Exhibit "A" Attached Hereto

## 6. The Deed of Trust to be insured and the assignments thereof, if any are described as follows:

Deed of Trust executed by Toll Brothers AZ Construction Company, an Arizona corporation, as Trustor to \_\_\_\_\_\_, as Beneficiary, \_\_\_\_\_\_, as Trustee for securing the original principal amount of \$\_\_\_\_\_\_ dated \_\_\_\_\_, 2024 and recorded on \_\_\_\_\_\_, 2024 as 2024-\_\_\_\_\_\_, of Official Records.

## STEWART TITLE GUARANTY COMPANY (TT)

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# Proposed Amount of Insurance

\$28,000,000.00

\$0.00

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 24AZ1957

LOT 1, OF CAVASSON - PHASE 3A, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1686 OF MAPS, PAGE 49.

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ALTA Commitment for Title Insurance Schedule A (07-01-2021) Page 2 of 8



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 24AZ1957

## Requirements

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a. 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 on the first page at least two inches on top for recording and return address information.
   NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder <u>may not accept for recording</u> any documents containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.

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. Payment of the premiums, fees and charges for the policy.
- 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.
- Year 2023, Parcel No. 212-35-893 (tax sheet) Total Amount: \$85,090.30 First Installment: \$42,545.15 [Paid] Second Installment: \$42,545.15 [Paid]
- 6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation(s), please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company with Affidavit of No Open Deeds of Trust or Mortgages.

7. FURNISH an Owner's Affidavit and Indemnity Agreement for the benefit of Stewart Title & Trust and Stewart Title Guaranty Company executed by the seller/borrower that no work or material has been done or furnished within the statutory lien period which could give rise to a mechanic's or materialman's lien.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

#### ISSUED BY STEWART TITLE GUARANTY COMPANY

8. 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:

"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/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS includes items 1, 8, 11 and 13 of Table A thereof. The field work was completed on \*."

Additionally, the Certification must include "Thomas Title & Escrow, LLC and Stewart Title Guaranty Company."

NOTE RE ZONING: Should Zoning coverage be requested the following will additionally be REQUIRED:

(A) Survey must include Items 6, 7(a), 7(b)(i) and 7(c) of Table A, and the type and number of parking spaces must be included;

 (B) FURNISH the Company with a Letter or Certificate from the local zoning authority stating: Zoning classification and vesting date of the land; Permitted uses under that classification; Improvements on land constitute a permitted use; No notice of violation has been issued.

THE RIGHT IS RESERVED to make additional exceptions or requirements upon examination of the required items.

- USUAL RECORDING INSPECTION report by an employee of the Company immediately prior to recording. NOTIFY Title Department NO LATER THAN 48 HOURS prior to scheduled recording. If such inspection discloses additional matters, the recording will be delayed until resolved.
- FURNISH copy of Certificate of Registration of NWGH, LLC, a Delaware limited liability company (a foreign limited liability company) filed with the Arizona Corporation Commission -OR- PROPER SHOWING that said limited liability company is in good standing in its domiciliary jurisdiction. THE RIGHT IS RESERVED to make additional requirements upon examination of said certificate.
- 11. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of NWGH, LLC, a Delaware limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination
- 12. FURNISH currently certified copy of a Resolution of the Board of Directors of Toll Brothers AZ Construction Company, an Arizona corporation, authorizing the execution and delivery by the proper officers of all instruments required to consummate this transaction. Said certification must be by an officer other than the officer(s) authorized to sign and must state that the Resolution has not been revoked.
- 13. RECORD Deed from NWGH, LLC, a Delaware limited liability company to Buyer(s).

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021) Page 4 of 8



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

14. RECORD Deed of Trust to be insured.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 24AZ1957

## Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 4. Easements, liens or encumbrances, or claims thereof, which are 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.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
  (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
- 7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and 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.

- 8. Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2024.
- 9. Reservations or exceptions in Patent or in Acts authorizing the issuance thereof.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021) Page 6 of 8





# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

- Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
- 11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 12. **INTENTIONALLY OMITTED -** Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in <u>Book 324 of Maps, Page 50</u>.
- 13. **INTENTIONALLY OMITTED -** Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in <u>Book 344 of Maps, Page 29</u>.
- 14. **INTENTIONALLY OMITTED -** Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in <u>Book 352 of Maps, Page 28</u> and First Amendment recorded in <u>Book 395 of Maps, Page 21</u>.
- 15. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in <u>Book 1686 of Maps, Page 49</u>.
- 16. INTENTIONALLY OMITTED Map of Dedication recorded in Book 1728 of Maps, Page 14.
- 17. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in <u>Book 1728 of Maps, Page 14</u>.
- 18. **INTENTIONALLY OMITTED** Easement for right-of-way and rights incident thereto, as set forth in instrument recorded as <u>2000-0589276</u>, of Official Records.
- 19. **INTENTIONALLY OMITTED** Easement for underground utilities and rights incident thereto, as set forth in instrument recorded as <u>2002-0527611</u>, of Official Records.
- 20. Terms and conditions as contained in instrument entitled Third Amended and Restated Development Agreement recorded June 15, 2018 as <u>2018-0456551</u>, of Official Records and First Amendment to the Third Amended and Restated Development Agreement recorded December 14, 2018 as <u>2018-0917804</u>, of Official Records.
- All matters as disclosed by the following instruments filed with Arizona State Land Records: R/W No. 16-107671 made by and between The State of Arizona, grantor and the City of Scottsdale, grantee for public roadway and underground utilities, drainage easements and slope easements and recorded February 10, 2005 as <u>2005-0170020</u>, of Official Records and re-recorded February 23, 2006 as <u>2006-0245905</u>, of Official Records.

Right of Entry Agreement No. 30-110159 (Extension of Term) by and between The State of Arizona, grantee and the City of Scottsdale, grantee for drainage easements.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021) Page 7 of 8





# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

- 22. Terms and conditions as contained in instrument entitled Crossroads East Planning Unit V Development Agreement, recorded June 15, 2018 as <u>2018-0456552</u>, of Official Records.
- Terms and conditions as contained in instrument entitled Economic Development Agreement, recorded June 15, 2018 as <u>2018-0456553</u>, of Official Records and First Amerndment recorded December 09, 2019 as <u>2019-0991896</u>, of Official Records.
- 24. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls contained in instrument recorded as <u>2019-0286732</u>, of Official Records.
- 25. **INTENTIONALLY OMITTED -** Terms and conditions as contained in instrument entitled Permission for Private Improvements in Right-of-Way, recorded October 18, 2019 as <u>2019-0833065</u>, of Official Records.
- 26. Terms and conditions as contained in instrument entitled Patent No. 53-119887-08, recorded July 1, 2021 as <u>2021-</u><u>0724709</u>, of Official Records.
- 27. **INTENTIONALLY OMITTED** Terms and conditions as contained in instrument entitled Public Improvements Construction Bond, recorded June 24, 2022 as <u>2022-0526079</u>, of Official Records.
- INTENTIONALLY OMITTED All matters set forth in Public Improvements Covenant to Construct recorded as <u>2022-0526907</u>, of Official Records.
- 29. **INTENTIONALLY OMITTED** Terms and conditions as contained in instrument entitled Public Improvements Covenant to Construct, recorded September 8, 2023 as <u>2023-0471991</u>, of Official Records.
- 30. **INTENTIONALLY OMITTED -** Any facts about the land that a correct survey would disclose and that are not shown by the public records.
- INTENTIONALLY OMITTED Rights of parties in possession. NOTE: This exception may be made more specific upon our examination of documents which entitle the occupants to possession.

This page is only a part of a 2021 ALTA<sup>®</sup> 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 countersignature by the Company or its issuing agent that may be in electronic form.

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