



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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Form 50126904 (5-31-22)





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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File Number: 06203147-128-CM

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

Issuing Agent: Landmark Title Assurance Agency of Arizona LLC
Issuing Office: , Phoenix, AZ
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Issuing Office File Number: 06203147-128-CM
Property Address: 13875 N Northsight Blvd, Scottsdale, AZ 85260
Revision Number:

SCHEDULE A

1. Commitment Date: **October 6, 2022**
2. Policy to be issued:
 - (a) **ALTA 2006 Standard Owner's Policy**
Proposed Insured: **The City of Scottsdale**
Proposed Amount of Insurance: **\$4,300,000.00**
The estate or interest to be insured: **A FEE**
 - (b) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured:
 - (c) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)

A FEE, as to Parcel No. 1; AN EASEMENT, as to Parcel No. 2
4. The Title is, at the Commitment Date, vested in:

Northsight Partners, LLC, an Arizona limited liability company

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File Number: 06203147-128-CM

SCHEDULE A
(Continued)

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

By: 

Authorized Countersignature

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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:

That portion of Parcel 1, as shown on the Map of Dedication, NORTHSIGHT, according to Book 302 of Maps, Page 11, and Affidavit of Correction recorded in Document No. 87-478660, and that portion of Parcel "D", as recorded in Document No. 94-0128764, all records of Maricopa County, Arizona, situated in a portion of the Southeast quarter of Section 12, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of Section 7, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on said Map of Dedication, said point lying North 00 degrees 07 minutes 09 seconds East a distance of 195.91 feet from the Southeast corner of said Section 12, as shown on said Map of Dedication;

Thence North 89 degrees 52 minutes 51 seconds West, along the centerline of 86th Street as shown on said Map of Dedication, a distance of 263.92 feet;

Thence North 00 degrees 08 minutes 24 seconds West, leaving said centerline, a distance of 45.00 feet to a point lying on the South line of said Parcel "D", being a 10-foot wide right-of-way abandonment;

Thence North 89 degrees 52 minutes 51 seconds West, along said South line, a distance of 689.78 feet to the beginning of a curve concave Northeasterly and having a radius of 1055.00 feet;

Thence Northwesterly, continuing along said South line and the arc of said curve through a central angle of 19 degrees 04 minutes 07 seconds a distance of 351.11 feet to the TRUE POINT OF BEGINNING;

Thence Northwesterly, continuing along said South line and the arc of said curve through a central angle of 29 degrees 29 minutes 23 seconds a distance of 543.00 feet to the beginning of a compound curve concave Easterly and having a radius of 20.00 feet;

Thence Northerly, transitioning from said South line to the most Westerly line of said Parcel "D" along the arc of said curve through a central angle of 90 degrees 55 minutes 27 seconds a distance of 31.74 feet to the point of non-tangency;

Thence North 49 degrees 36 minutes 09 seconds East, transitioning from said Westerly line into the Southerly right-of-way line of said 87th Street as shown on said Map of Dedication, a distance of 9.87 feet to a point lying on a curve concave Southeasterly the radius of which bears South 40 degrees 46 minutes 27 seconds East a distance of 955.00 feet;

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EXHIBIT A (Continued)

Thence Northeasterly, along said Southerly right-of-way line and the arc of said curve through a central angle of 24 degrees 56 minutes 00 seconds a distance of 415.59 feet to the beginning of a reverse curve concave Northwesterly and having a radius of 1045.00 feet;

Thence Northeasterly, continuing along said Southerly right-of-way line and the arc of said curve through a central angle of 08 degrees 38 minutes 58 seconds a distance of 157.75 feet;

Thence South 24 degrees 29 minutes 24 seconds East, leaving said Southerly right-of-way line and said curve, a distance of 15.34 feet to the beginning of a curve concave Westerly and having a radius of 400.00 feet;

Thence Southerly, along the arc of said curve through a central angle of 43 degrees 40 minutes 41 seconds a distance of 304.93 feet to a point of tangency;

Thence South 19 degrees 11 minutes 17 seconds West, a distance of 289.30 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

An easement for access and public utilities, as created by that certain Reciprocal Easement Agreement recorded October 19, 1999 in Document No. 99-0959322, over the following described property:

That portion of Parcel 1, as shown on the Map of Dedication, NORTHSIGHT, according to Book 302 of Maps, Page 11, and Affidavit of Correction recorded in Document No. 87-478660, and that portion of Parcel "D", as recorded in Document No. 94-0128764, all records of Maricopa County, Arizona, situated in a portion of the Southeast quarter of Section 12, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of Section 7, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on said Map of Dedication, said point lying North 00 degrees 07 minutes 09 seconds East a distance of 195.91 feet of the Southeast corner of said Section 12, as shown on said Map of Dedication;

Thence North 89 degrees 52 minutes 51 seconds West, along the centerline of 86 Street as shown on said Map of Dedication, a distance of 263.92 feet;

Thence North 00 degrees 08 minutes 24 seconds West, leaving said centerline, a distance of 45.00 feet to a point lying on the South line of said Parcel "D", being a 10-foot wide right-of-way abandonment;

Thence North 89 degrees 52 minutes 51 seconds West, along said South line, a distance of 689.78 feet to the beginning of a curve concave Northeasterly and having a radius of 1055.00 feet;

Thence Northwesterly, continuing along said South line and the arc of said curve through a central angle of 17 degrees 58 minutes 56 seconds a distance of 331.11 feet to the TRUE POINT OF BEGINNING;

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EXHIBIT A
(Continued)

Thence Northwesterly, continuing along said South line and the arc of said curve through a central angle of 02 degrees 10 minutes 21 seconds a distance of 40.00 feet to a point of non-tangency;

Thence departing said South line North 19 degrees 11 minutes 17 seconds East a distance of 289.11 feet to the beginning of a curve concave Northwesterly and having a radius of 380.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 43 degrees 40 minutes 41 seconds a distance of 289.68 feet to a point of tangency;

Thence North 24 degrees 29 minutes 24 seconds West a distance of 15.53 feet to a point on the Southerly right-of-way line of said 87th Street as shown on said Map of Dedication, said point lying on a curve the radius of which bears North 23 degrees 23 minutes 36 seconds West a distance of 1045.00 feet;

Thence Northeasterly along said Southerly line and the arc of said curve through a central angle 02 degrees 11 minutes 36 seconds a distance of 40.00 feet;

Thence departing said Southerly line, South 24 degrees 29 minutes 24 seconds East a distance of 15.53 feet to the beginning of a curve concave Southwesterly and having a radius of 420.00 feet;

Thence Southeasterly along the arc of said curve through a central angle of 43 degrees 40 minutes 41 seconds a distance of 320.18 feet to a point of tangency;

Thence South 19 degrees 11 minutes 17 seconds West, a distance of 289.11 feet to the TRUE POINT OF BEGINNING.

APN: 215-53-005D

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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.

ASSESSORS MAP

TAX NOTE:

Year	2022
Parcel No.	215-53-005D
Total Tax	\$79,904.70
First Half	\$39,952.35
Second Half	\$39,952.35

TAX SHEET

5. PAY first installment 2022 taxes, plus penalties and interest, if any.
6. FURNISH currently certified copy of a Resolution of the Board of Directors of company named below, 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:

Desert Financial Credit Union, an Arizona state chartered credit union, which acquired title as Desert Schools Federal Credit Union

NOTE: For verification of Special Warranty Deed recorded in Document No. [20220165026](#).

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

Northsight Partners, LLC, an Arizona limited liability company

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SCHEDULE B – PART I
(Continued)

8. RECORD certified copy of Ordinance of City of Scottsdale, authorizing execution and delivery of all instruments necessary to consummate this transaction.
9. Property herein appears to be free and clear of liens. Please verify. Further requirements may be deemed necessary upon said disclosure.
10. Provide Declaration of Uninsured Deed, executed by Grantor(s) named below, to confirm the validity of that certain Special Warranty Deed recorded February 23, 2022 in Document No. [20220165026](#), records of Maricopa County, Arizona:

Grantor(s): Desert Financial Credit Union, an Arizona state chartered credit union, which acquired title as Desert Schools Federal Credit Union, a federal credit union
Grantee(s): Northsight Partners, LLC, an Arizona limited liability company

11. RECORD Deed from Northsight Partners, LLC, an Arizona limited liability company to the City of Scottsdale.

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

IF EXTENDED OWNER'S COVERAGE IS REQUESTED, THE FOLLOWING REQUIREMENTS WILL BE MADE:

12. FURNISH the Company with Owner's Affidavit executed by Northsight Partners, LLC, an Arizona limited liability company.
13. USUAL preliminary inspection report by an employee of the Company. The right is reserved to make additional requirements or exceptions upon examination.
14. FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which became effective February 23, 2021. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 18, from Table A thereof.

NOTE: If Zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A, and information regarding the usage of the property must be included.

NOTE: The last conveyance affecting said land is as follows:

Special Warranty Deed recorded February 23, 2022 in Document No. [20220165026](#).

End of Schedule B, Part I

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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.

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.

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Form 50126904 (5-31-22)





File Number: 06203147-128-CM

SCHEDULE B – PART II
(Continued)

8. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:
- Second half of 2022
9. MATTERS SHOWN ON MAP OF DEDICATION recorded in [Book 302 of Maps, Page 11](#);
- Thereafter, Affidavit of Correction recorded in Document No. [87-478660](#);
- Thereafter, the effect of Resolution No. 3980, vacating and abandoning a portion of the public right-of-way, recorded in Document No. [94-0128764](#).
10. THE EFFECT of Resolution No. 3980 by the City of Scottsdale recorded in:
- | | |
|--------------|----------------------------|
| Recorded | February 15, 1994 |
| Document No. | 94-0128764 |
| Concerning | Public Utilities Easement |
11. AGREEMENT, according to the terms and conditions, contained therein:
- | | |
|--------------|-------------------------------|
| Entitled | Reciprocal Easement Agreement |
| Purpose | Common Driveway |
| Recorded | October 19, 1999 |
| Document No. | 99-0959322 |
12. THE FOLLOWING MATTERS disclosed by following instrument recorded in:
- | | |
|--------------|---------------------------------------|
| Entitled | City of Scottsdale Lot Split Approval |
| Recorded | November 21, 2001 |
| Document No. | 2001-1092714 |
13. EASEMENT and rights incident thereto, as set forth in instrument:
- | | |
|--------------------------|-------------------------------------|
| Recorded in Document No. | 2002-0247512 |
| Purpose | Private Sanitary Sewerline Easement |
14. AGREEMENT, according to the terms and conditions, contained therein:
- | | |
|--------------|------------------------------|
| Entitled | Access Easement Agreement |
| Recorded | March 11, 2002 |
| Document No. | 2002-0247513 |

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File Number: 06203147-128-CM

SCHEDULE B – PART II
(Continued)

15. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [20021075927](#)
Purpose City of Scottsdale Consent to Ingress/Egress Easement

16. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [20021075928](#)
Purpose City of Scottsdale Vehicular Non-Access Easement

17. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [20021075930](#)
Purpose City of Scottsdale Consent to Sight Distance Easement

18. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [20021075931](#)
Purpose City of Scottsdale Consent to Sidewalk Easement

19. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [20021357403](#)
Purpose City of Scottsdale Ingress/Egress Easement

20. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [2003-0191019](#)
Purpose Utilities

21. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [20030823477](#)
Purpose City of Scottsdale Public Access Easement

22. MATTERS SHOWN ON SURVEY recorded in [Book 1682 of Surveys, Page 12](#).

IF EXTENDED COVERAGE IS REQUESTED, THE FOLLOWING BELOW EXCEPTIONS WILL BE ADDED:

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File Number: 06203147-128-CM

SCHEDULE B – PART II (Continued)

23. Reservations contained in the Patent.

From: The United States of America
Recording: December 06, 1918
Document No. [Book 130 of Deeds, Page 421](#)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

24. 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.

25. RIGHTS OF PARTIES in possession.
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

26. ADVERSE MATTERS that may be revealed by an inspection of the land.
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

27. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

END OF SCHEDULE B – PART II

Exceptions above 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)





Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

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, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. 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 a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your 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 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. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your information. We only share your 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. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

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

How Long Do We Keep Your Information? We keep your 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 information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

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 information to us in the US, and you consent to that transfer and use of your 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; (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.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about 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.

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 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.

Notice of Sale. We do not sell California resident information nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16..

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.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

NOTICE OF TITLE POLICY DISCOUNTS
Residential Resale and Refinance Transactions – Arizona

Escrow No.: 06203147

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

SHORT/LONG TERM RESALE RATE:

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

REFINANCE RATE:

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.

Date: _____

Date: _____

Signature of Seller/Borrower

Signature of Seller/Borrower

Print Name

Print Name

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charge for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

DISCLOSURE NOTICES

Good Funds Law

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

PURCHASER DWELLING ACTIONS NOTICE

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

NOTICE:

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

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



NOTICE
OF
IMPORTANT CHANGE TO ARIZONA NOTARY LAWS

If your client is a foreign citizen, you will want to be aware of this change.

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government...." (A.R.S. 41-311.11.) Effective August 25, 2004, however, this provision has been amended to provided that the current form of identification must be issued by "the United States government or a state or tribal government...." This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will NOT meet the statutory identification requirements.

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.