



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 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

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, 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; [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 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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Form 50126904 (5-31-22)

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File No.: 12658TAZ





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

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Form 50126904 (5-31-22)

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File No.: 12658TAZ





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: Thomas Title & Escrow, LLC D/B/A Thomas Title and Escrow Agency
 Issuing Office: 4800 N. Scottsdale Road, Suite 4300, Scottsdale, AZ 85251 (480) 222-1116
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Commitment Number: 12658TAZ
 Issuing Office File Number: 12658TAZ
 Property Address: Cavasson Lot 1A, Scottsdale, AZ 85255
 Revision Number: Second
 Title Officer: Teri Guevara
 Escrow Officer: Sheila Hunter

SCHEDULE A

1. Commitment Date: October 15, 2024 at 8:00PM
2. Policy to be issued: Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy - Extended	\$16,000,000.00
Proposed Insured: City of Scottsdale	
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
5. The Land is described as follows:
See Exhibit "A" Attached Hereto

FIRST AMERICAN TITLE INSURANCE COMPANY

Authorized Countersignature

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EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 12658TAZ

PARCEL NO. 1 (CAVASSON - PHASE 3B):

A PORTION OF TRACT E, TRACT F, TRACT G AND TRACT 10 AS SHOWN ON "STATE PLAT NO. 27 AMENDED CORE NORTH," AN AMENDED PLAT RECORDED AT BOOK 352, PAGE 28 OF MARICOPA COUNTY RECORDS (M.C.R.), AND LOCATED IN THE EAST HALF OF SECTION 26 TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 26, BEING MARKED BY A MARICOPA COUNTY BRASS CAP, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 26, BEING MARKED BY A GLO BRASS CAP FLUSH, BEARS SOUTH 89 DEGREES 58 MINUTES 51 SECONDS EAST, 2641.87 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 26, 2640.72 FEET TO THE CENTER OF SAID SECTION; THENCE DEPARTING SAID NORTH-SOUTH MID-SECTION LINE, SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST, ALONG THE EAST-WEST MID-SECTION LINE, 194.70 FEET TO THE CENTERLINE OF MILLER ROAD;

THENCE CONTINUING ALONG SAID EAST-WEST MID-SECTION LINE, SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST, 945.79 FEET TO THE CENTERLINE OF LEGACY BOULEVARD;

THENCE CONTINUING ALONG SAID EAST-WEST MID-SECTION LINE, SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST, 258.95 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID LEGACY BOULEVARD AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, NORTH 78 DEGREES 54 MINUTES 18 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 505.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1450.00 FEET;

THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33 DEGREES 55 MINUTES 42 SECONDS, AN ARC LENGTH OF 858.63 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 67 DEGREES 10 MINUTES 00 SECONDS EAST, 89.84 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 22 DEGREES 50 MINUTES 10 SECONDS WEST, 5.00 FEET TO A POINT ON THE NORTH LINE OF SAID "PATENT NO. 53-119887.03";

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 67 DEGREES 10 MINUTES 00 SECONDS WEST, ALONG SAID NORTH LINE, 89.84 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1445.00 FEET;

THENCE CONTINUING ALONG SAID NORTH LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33 DEGREES 55 MINUTES 42 SECONDS, AN ARC LENGTH OF 855.67 FEET;

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THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 78 DEGREES 54 MINUTES 18 SECONDS WEST, 30.09 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 11 DEGREES 05 MINUTES 42 SECONDS EAST, 8.00 FEET;

THENCE SOUTH 33 DEGREES 54 MINUTES 18 SECONDS WEST, 28.28 FEET;

THENCE SOUTH 11 DEGREES 05 MINUTES 42 SECONDS EAST, 116.69 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 735.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 36 MINUTES 50 SECONDS, AN ARC LENGTH OF 148.99 FEET TO THE BEGINNING OF REVERES CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 655 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 36 MINUTES 50 SECONDS, AN ARC LENGTH OF 132.77 FEET;

THENCE SOUTH 11 DEGREES 05 MINUTES 42 SECONDS EAST, 139.75 FEET;

THENCE SOUTH 56 DEGREES 05 MINUTES 42 SECONDS EAST, 28.73 FEET;

THENCE SOUTH 11 DEGREES 24 MINUTES 18 SECONDS WEST, 8.66 FEET;

THENCE SOUTH 11 DEGREES 05 MINUTES 42 SECONDS EAST, 72.00 FEET;

THENCE SOUTH 78 DEGREES 54 MINUTES 18 SECONDS WEST, 75.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, FROM WHICH THE CENTER BEARS SOUTH 10 DEGREES 34 MINUTES 42 SECONDS EAST, 289.11 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 68 DEGREES 29 MINUTES 36 SECONDS, AN ARC LENGTH OF 345.61 FEET;

THENCE SOUTH 11 DEGREES 26 MINUTES 43 SECONDS WEST, 196.86 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CAVASSON BOULEVARD, AS SHOWN IN "LOT 1A OF CAVASSON, CLARET DRIVE R/W, CAVASSON BLVD. R/W & HAYDEN RD. R/W", A FINAL PLAT, RECORDED AT BOOK 1471, PAGE 18, M.C.R.;

THENCE NORTH 78 DEGREES 36 MINUTES 44 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 80.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 56 DEGREES 23 MINUTES 16 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 34.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, FROM WHICH THE CENTER BEARS SOUTH 09 DEGREES 04 MINUTES 57 SECONDS WEST, 1555.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 06 MINUTES 21 SECONDS, AN ARC LENGTH OF 328.55 FEET;

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THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 86 DEGREES 58 MINUTES 36 SECONDS WEST, 738.80 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 48 DEGREES 32 MINUTES 04 SECONDS WEST, 35.67 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID MILLER ROAD AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE CENTER BEARS SOUTH 85 DEGREES 45 MINUTES 56 SECONDS WEST, 3785.00 FEET;

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 50 MINUTES 43 SECONDS, AN ARC LENGTH OF 452.20 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 11 DEGREES 04 MINUTES 47 SECONDS WEST, 316.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID LEGACY BOULEVARD;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 37 DEGREES 43 MINUTES 09 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 46.58 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 78 DEGREES 54 MINUTES 18 SECONDS EAST, 259.99 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 11 DEGREES 05 MINUTES 32 SECONDS WEST, 5.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 78 DEGREES 54 MINUTES 18 SECONDS EAST, 832.16 FEET TO SAID POINT OF BEGINNING.

PARCEL NO. 2 (CAVASSON PHASE 3C, LOT 4):

A PORTION OF TRACT G AS SHOWN ON "STATE PLAT NO. 27 AMENDED CORE NORTH," AN AMENDED PLAT RECORDED AT BOOK 352, PAGE 28 OF MARICOPA COUNTY RECORDS (M.C.R.), TRACTS E AND J AND A PORTION OF TRACT D, AS SHOWN IN "LOT 1A OF CAVASSON, CLARET DRIVE R/W, CAVASSON BLVD. R/W & HAYDEN RD. R/W", A FINAL PLAT RECORDED IN BOOK 1471, PAGE 18 AND A PORTION OF TRACT A OF "CAVASSON - PHASE 3A, A FINAL PLAT RECORDED IN BOOK 1686, PAGE 49, M.C.R., AND LOCATED IN SECTION 26 AND THE WEST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26, BEING MARKED BY A MARICOPA COUNTY BRASS CAP FLUSH, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26, BEING MARKED BY A GLO BRASS CAP, BEARS NORTH 89 DEGREES 58 MINUTES 34 SECONDS WEST, 2640.96 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, 1309.63 FEET TO THE CENTERLINE OF CAVASSON BLVD. AS SHOWN IN SAID FINAL PLAT OF "LOT 1A OF CAVASSON, CLARET DRIVE R/W, CAVASSON BLVD R/W & HAYDEN RD. R/W";

THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, 74.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CAVASSON BLVD.;

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THENCE DEPARTING SAID EAST LINE, NORTH 76 DEGREES 38 MINUTES 23 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 470.58 FEET TO POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 76 DEGREES 38 MINUTES 23 SECONDS WEST, 538.66 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 33 DEGREES 36 MINUTES 44 SECONDS WEST, 34.25 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 78 DEGREES 36 MINUTES 44 SECONDS WEST, 8.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CLARET DRIVE AS SHOWN IN SAID FINAL PLAT OF "CAVASSON - PHASE 3A";

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 11 DEGREES 26 MINUTES 43 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 196.87 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 301.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67 DEGREES 27 MINUTES 36 SECONDS, AN ARC LENGTH OF 354.40 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 78 DEGREES 54 MINUTES 18 SECONDS EAST, 75.00 FEET TO THE EAST LINE OF FINAL PLAT;

THENCE CONTINUING NORTH 78 DEGREES 54 MINUTES 18 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF CLARET DR., AS SHOWN IN "CAVASSON - PHASE 3B", A FINAL PLAT RECORDED IN BOOK 1756 OF MAPS, PAGE 48, M.C.R., 189.11 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 418.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 23 DEGREES 49 MINUTES 23 SECONDS, AN ARC LENGTH OF 173.80 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 27 DEGREES 29 MINUTES 47 SECONDS EAST, 10.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, FROM WHICH THE CENTER BEARS SOUTH 13 DEGREES 40 MINUTES 49 SECONDS WEST, 410.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 51 MINUTES 52 SECONDS, AN ARC LENGTH OF 49.12 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 20 DEGREES 32 MINUTES 41 SECONDS WEST, 110.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 30 MINUTES 05 SECONDS, AND ARC LENGTH OF 113.47 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET;

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THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13 DEGREES 41 MINUTES 10 SECONDS, AN ARC LENGTH OF 238.87 FEET;

THENCE SOUTH 13 DEGREES 21 MINUTES 37 SECONDS WEST, 182.25 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3 (CAVASSON PHASE 3C, LOT 5):

A PORTION OF TRACT G AS SHOWN ON "STATE PLAT NO. 27 AMENDED CORE NORTH," AN AMENDED PLAT RECORDED AT BOOK 352, PAGE 28 OF MARICOPA COUNTY RECORDS (M.C.R.), TRACT K AND A PORTION OF TRACT D, AS SHOWN IN "LOT 1A OF CAVASSON, CLARET DRIVE R/W, CAVASSON BLVD. R/W & HAYDEN RD. R/W", A FINAL PLAT RECORDED IN BOOK 1471, PAGE 18, A PORTION OF TRACT A OF "CAVASSON - PHASE 3A, A FINAL PLAT RECORDED IN BOOK 1686, PAGE 49, M.C.R. AND TRACTS D AND E OF "CAVASSON - PHASE 3B, A FINAL PLAT RECORDED IN BOOK 1756 OF MAPS, PAGE 48, M.C.R., BEING LOCATED IN SECTION 26 AND THE WEST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26, BEING MARKED BY A MARICOPA COUNTY BRASS CAP FLUSH, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26, BEING MARKED BY A GLO BRASS CAP, BEARS NORTH 89 DEGREES 58 MINUTES 34 SECONDS WEST, 2640.96 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, 1309.63 FEET TO THE CENTERLINE OF CAVASSON BLVD. AS SHOWN IN SAID FINAL PLAT OF "LOT 1A OF CAVASSON, CLARET DRIVE R/W, CAVASSON BLVD R/W & HAYDEN RD. R/W";

THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, 74.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CAVASSON BLVD. AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 10 MINUTES 28 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 25.06 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 76 DEGREES 38 MINUTES 23 SECONDS WEST, 470.58 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 13 DEGREES 21 MINUTES 37 SECONDS EAST, 182.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13 DEGREES 41 MINUTES 10 SECONDS, AN ARC LENGTH OF 238.87 FEET TO THE BEGINNING OF A REVERSE TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 30 MINUTES 05 SECONDS, AN ARC LENGTH OF 113.47 FEET;

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THENCE NORTH 20 DEGREES 32 MINUTES 41 SECONDS EAST, 110.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CLARET DRIVE AS SHOWN IN SAID FINAL PLAT OF "CAVASSON - PHASE 3B", AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE CENTER BEARS SOUTH 20 DEGREES 32 MINUTES 41 SECONDS WEST, 410.00 FEET;

THENCE ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 17 MINUTES 31 SECONDS, AN ARC LENGTH OF 16.40 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 67 DEGREES 09 MINUTES 48 SECONDS EAST, 32.61 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 66 DEGREES 41 MINUTES 27 SECONDS EAST, 11.09 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 67 DEGREES 09 MINUTES 48 SECONDS EAST, 426.60 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 22 DEGREES 09 MINUTES 48 SECONDS EAST, 35.36 FEET TO THE WEST RIGHT-OF-WAY LINE OF HAYDEN ROAD;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 22 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 206.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2375.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 32 MINUTES 47 SECONDS, AN ARC LENGTH OF 312.81 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF CAVASSON BLVD.;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 59 DEGREES 10 MINUTES 28 SECONDS WEST, 10.79 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4 (CAVASSON PHASE 3C, LOT 6):

A PORTION OF TRACT G AS SHOWN ON "STATE PLAT NO. 27 AMENDED CORE NORTH," AN AMENDED PLAT RECORDED AT BOOK 352, PAGE 28 OF MARICOPA COUNTY RECORDS (M.C.R.), A PORTION OF TRACT D, AS SHOWN IN "LOT 1A OF CAVASSON, CLARET DRIVE R/W, CAVASSON BLVD. R/W & HAYDEN RD. R/W", A FINAL PLAT RECORDED IN BOOK 1471, PAGE 18 AND TRACTS A, B AND C OF "CAVASSON - PHASE 3B, A FINAL PLAT RECORDED IN BOOK 1756 OF MAPS, PAGE 48, M.C.R., BEING LOCATED IN SECTION 26 AND THE WEST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26, BEING MARKED BY A GLO BRASS CAP, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 26, BEING MARKED BY A MARICOPA COUNTY BRASS CAP FLUSH, BEARS SOUTH 00 DEGREES 01 MINUTES 06 SECONDS EAST, 2641.05 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 51 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, 42.31 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LEGACY BOULEVARD AS SHOWN IN SAID FINAL PLAT OF "LOT 1A OF CAVASSON, CLARET DRIVE R/W,

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CAVASSON BLVD. R/W & HAYDEN RD. R/W" AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE CENTER BEARS SOUTH 18 DEGREES 53 MINUTES 08 SECONDS WEST, 1445.00 FEET AND THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF U DEGREES 56 MINUTES 52 SECONDS, AN ARC LENGTH OF 99.56 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 67 DEGREES 10 MINUTES 00 SECONDS EAST, 366.06 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 22 DEGREES 26 MINUTES 08 SECONDS EAST, 35.06 FEET TO THE WEST RIGHT-OF-WAY LINE OF HAYDEN ROAD;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 22 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 535.24 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CLARET DRIVE AS SHOWN IN SAID FINAL PLAT OF "CAVASSON PHASE 3B";

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 67 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 35.36 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 67 DEGREES 09 MINUTES 48 SECONDS WEST, 429.16 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 23 DEGREES 18 MINUTES 33 SECONDS WEST, 36.06 TO THE EAST RIGHT-OF-WAY LINE OF SADDLER DRIVE AS SHOWN IN SAID FINAL PLAT OF "CAVASSON PHASE 3B";

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 20 DEGREES 32 MINUTES 41 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 93.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 557.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13 DEGREES 59 MINUTES 53 SECONDS, AN ARC LENGTH OF 136.08 FEET TO THE BEGINNING OF A REVERSE TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1218.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE 08 DEGREES 06 MINUTES 40 SECONDS, AN ARC LENGTH OF 172.43 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 14 DEGREES 39 MINUTES 29 SECONDS EAST, 129.88 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 60 DEGREES 33 MINUTES 15 SECONDS EAST, 34.82 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LEGACY BOULEVARD AS SHOWN IN SAID FINAL PLAT OF "CAVASSON PHASE 3A" AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE CAVASSON PHASE 3A" AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE CENTER BEARS SOUTH 16 DEGREES 55 MINUTES 58 SECONDS WEST, 1445.00 FEET;

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THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 57 MINUTES 07 SECONDS, ALONG SAID SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 49.25 FEET TO THE POINT OF BEGINNING.

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File No.: 12658TAZ

SCHEDULE B, PART I—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.
- b. 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 may not accept for recording 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. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: The records of the County Treasurer indicate that the land was exempt from taxes for the year 2024.

NOTE: Taxes are assessed in the total amount of \$0.00 for the year 2024 under Assessor's Parcel Nos. 212-31-120T and 212-31-120U.

6. Pay first half of 2024 taxes.

NOTE: See attached tax sheets for the following 4 Parcel Numbers:

212-34-969, 212-34-970, 212-35-899 and 212-35-900

7. 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, please contact the Title Department immediately for further review prior to closing.
8. Furnish full and complete copy of any unrecorded lease, agreement, contract and/or license with all supplements, assignments and amendments and fully executed owner's affidavit prior to close of transaction.

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The owner's affidavit shall also state that none of the leases referred to in the affidavit contain a first right of refusal or option to purchase. Thomas Title & Escrow reserves the right to except additional items and/or make requirements after review of the foregoing documents.

9. Completion of inspection now in progress by an employee of Thomas Title & Escrow. If said inspection discloses the necessity for additional exceptions and/or requirements, you will be notified.
10. **REQUIREMENT SATISFIED** - Recordation of the final plat Cavasson - Phase 3B.
11. Furnish proper legal description of the land to be insured for Parcel 4. Provide corrected survey for final plat Cavasson - Phase 3C. Typo in call No. 4 of Lot 6, replace U with correct number degrees. Add recording information for final plat Cavasson - Phase 3B. Final review of plat after compliance with above.

Approval by all parties to this transaction of the description used herein.

12. Recordation of the final plat Cavasson - Phase 3C.
13. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of NWGH LLC, a Delaware limited liability company.

NOTE: Final determination as to which parties must execute all documents on behalf of the company shall be made upon compliance with above.

14. **REQUIREMENT SATISFIED** - Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
15. File Patent with the Arizona State Land Department.
16. Record Patent from State of Arizona to NWGH LLC, a Delaware limited liability company. (Affects that portion in Certificate of Purchase No. 53-119887 of the State Land Department of the State of Arizona, Office of the State Land Commissioner)
17. Record Warranty Deed from NWGH LLC, a Delaware limited liability company, to Buyer(s).
18. **INTENTIONALLY OMITTED** - Record Deed of Trust shown as Item 4, Schedule A.
19. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2021. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17 and 18 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

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

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File No.: 12658TAZ

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. 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.
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.
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.

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8. **INTENTIONALLY OMITTED** - Taxes for the full year of 2023. (The first half is due October 1, 2023 and is delinquent November 1, 2023. The second half is due March 1, 2024 and is delinquent May 1, 2024).
9. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.
10. Reservations or exceptions in Certificate of Purchase, or in Acts authorizing the issuance thereof.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. The right to enter upon the land for the purpose of exploration, development and removal of all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, of this state, or decisions of court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved by the State of Arizona in the Patent to said land.
13. **INTENTIONALLY OMITTED** - Reservations contained in State of Arizona Patent to the land.
14. Easements, restrictions, reservations, conditions and set-back lines as set forth on the State Plat 27 Core North recorded as [Book 344 of Maps, Page 29](#), State Plat No. 27 Amended Core North, recorded as [Book 352 of Maps, Page 28](#) and Affidavit recorded as [95-0533010](#), of Official Records and First Amendment to State Plat No. 27 Amended Core North, recorded as [Book 395 of Maps, Page 21](#).
15. The terms, conditions and provisions contained in the document entitled Development Agreement recorded November 22, 2002 as [2002-1240137](#), of Official Records, First Amendment to Development Agreement recorded November 07, 2011 as [2011-0923510](#), of Official Records, Second Amended and Restated Development Agreement recorded February 21, 2017 as [2017-0123362](#), of Official Records, Third Amended and Restated Development Agreement recorded June 15, 2018 as [2018-0456551](#), of Official Records and First Amendment to the Third Amended and Restated Development Agreement recorded December 14, 2018 as [2018-0917804](#), of Official Records.
16. Right-of-Way No. 16-103534 granted by the Arizona State Land Department to City of Scottsdale for public roadway's drainage and underground utilities, recorded August 02, 2000 as [2000-0589276](#), of Official Records and Amendment to right of way recorded August 11, 2004 as [2004-0932570](#), of Official Records.
17. Right-of-Way No. 16-107671 granted by the Arizona State Land Department to City of Scottsdale for public roadway, underground utilities, drainage easements and slope easements, recorded February 10, 2005 as [2005-0170020](#), of Official Records, re-recorded February 23, 2006 as [2006-0245905](#), of Official Records and Right of Entry Agreement No. 30-110159 (Extension of Term), for drainage easements.
18. Right-of-Way No. 16-119941 granted by the Arizona State Land Department to Nationwide Realty Investors, LTD., L.L.C. for public roads and underground utilities, having a perpetual term and thereafter, Assignment of Right of Way No. 16-119941, Assigned to the City of Scottsdale.
19. The terms, conditions and provisions contained in the document entitled Crossroads East Planning Unit V Development Agreement recorded June 15, 2018 as [2018-0456552](#), of Official Records.
20. The terms, conditions and provisions contained in the document entitled Economic Development Agreement recorded June 15, 2018 as [2018-0456553](#), of Official Records.

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21. Easements, restrictions, reservations, conditions and set-back lines as set forth on the final plat Lot 1A of Cavasson, Claret Drive R/W, Cavasson Blvd. R/W & Hayden Rd. R/W, recorded as [Book 1471 of Maps, Page 18](#).
22. Covenants, conditions, restrictions, liabilities and obligations in the document entitled Master Declaration of Easements, Covenants, Conditions and Restrictions, recorded as [2019-0286732](#), of Official Records.
23. All matters as set forth in Map of Dedication, recorded as [Book 1542 of Maps, Page 25](#).
24. Easements, restrictions, reservations, conditions and set-back lines as set forth on the final plat Cavasson - Phase 3A, recorded as [Book 1686 of Maps, Page 49](#).
25. The terms, conditions and provisions contained in the document entitled Public Improvements to Construct, Project name: Cavasson Phase 3A recorded June 24, 2022 as [2022-0526907](#), of Official Records.
26. Easements, restrictions, reservations, conditions and set-back lines as set forth on the final plat Cavasson - Phase 3B, recorded as Book 1756 of Maps, Page 48.
27. Easements, restrictions, reservations, conditions and set-back lines as set forth on the final plat Cavasson - Phase 3C, recorded as Book _____ of Maps, Page _____.
28. Any facts, rights, interests or claims that would be disclosed by a correct ALTA/NSPS survey.
29. Any rights, interest or claims of parties in possession of the land not shown by the public records.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement.
30. Second installment of 2024 taxes, a lien, payable on or before March 1, 2025 and delinquent May 1, 2025.

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Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy (“Policy”) describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”).

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

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 personal 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; (4) to subsidiaries and affiliates; and (5) 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 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, as amended by the California Privacy Rights Act and its implementing regulations (“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 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 or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call 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 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 or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct 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 and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident 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, how we have used that information, and how we share that information, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

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 “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.