



NORTHWEST SERVICE CENTER -
PRELIMINARY SITE PLAN
6/13/18



ATTACHMENT 4



COMMITMENT FOR TITLE INSURANCE
Issued by
Pioneer Title Agency, Inc.
 2502 E. River Road
 Tucson, AZ 85718
 (520) 344-9930

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, *TITLE RESOURCES GUARANTY COMPANY*, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

By: _____
 Authorized Countersignature

Title Resources Guaranty Company
 By: _____
 President/CEO
 Michael Hayden
 Secretary

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TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Issuing Agent: Pioneer Title Agency, Inc.

Issuing Office File Number: 205257 KM

Escrow Officer: Kim Moss at (520) 797-2693

Third Amendment

SCHEDULE A

- 1. Commitment Date: : April 5, 2018 at 7:30 AM
2. Policy to be issued:
a. Standard Owners Policy
Proposed Insured: Pima County
Proposed Policy Amount: \$2,850,000.00
b. None
Proposed Insured:
Proposed Policy Amount:
c. None
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc.)

FEE SIMPLE

- 4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Golden Pins, L.L.C., an Arizona limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Examined by: Marianne Bourdeau

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Third Amendment

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Pima, State of Arizona, and is described as follows:
PARCEL I:

That part of the Northeast quarter of the Northwest quarter of Section 35, Township 13 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point on the West line of the right of way of Fairview Road as it existed on January 3, 1973, said point being the Intersection of the North line of the Tucson-Casa Grande Highway as it existed on January 3, 1973 with the Westerly line of Fairview Road;

THENCE Westerly along said North line of the Tucson-Casa Grande-Highway, 220.7 feet to the TRUE POINT OF BEGINNING;

THENCE Westerly along said North line, 560 feet;

THENCE North at right angles, 270 feet, more or less, to a point on the South line of the Flowing Wells Irrigation District canal as now established;

THENCE Easterly along said South line to a point 220.7 feet West of the West line of said Fairview Road; THENCE South and parallel with said West line to the POINT OF BEGINNING.

PARCEL II:

THE NORTH 150 FEET OF THE FOLLOWING DESCRIBED TRACT:

All that portion of the Northeast quarter of the Northwest quarter of Section 35, Township 13 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Northeast quarter of the Northwest quarter;

THENCE South 89 degrees 29 minutes 50 seconds East along the North line of said Northeast quarter of the Northwest quarter, 1314.25 feet to the point of intersection of said North line with the West right of way line of Fairview Road as shown established on the map of record in the Office of the County Recorder, Pima County, Arizona, in Book 2 of Road Maps at page 141;

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EXHIBIT A
(Continued)

THENCE South 0 degrees 33 minutes 24 seconds East along said West right of way line, being 30 feet West of and parallel with the East line of said Northeast quarter of the Northwest quarter, 1315.01 feet to a point of intersection with the North boundary line of the Tucson-Casa Grande Highway, said point also being the TRUE POINT OF BEGINNING on this description;

THENCE South 89 degrees 19 minutes 06 seconds West along said North boundary line, 220.70 feet to the point of intersection with the West line of that certain property conveyed to Ned Hagggar, et.ux., by Deed recorded in said Recorder's office in Book 1497 at page 38;

THENCE North 0 degrees 33 minutes 24 seconds West, parallel with the West line of said Fairview Road, 300.00 feet;

THENCE North 89 degrees 19 minutes 06 seconds East, 220.70 feet;

THENCE South 0 degrees 33 minutes 24 seconds East, 300.00 feet to the TRUE POINT OF BEGINNING.

PARCEL III:

THE WEST 100 FEET OF THE SOUTH 150 FEET OF THAT CERTAIN PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 35, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER AND MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Northwest corner of said Northeast quarter of the Northwest quarter of Section 35;

THENCE South 89 degrees 29 minutes 50 seconds East along the North line of said Northeast quarter of the Northwest quarter, a distance of 1314.25 feet to the point of intersection of said North line with the West right of way line of Fairview Road as shown established on the map of record in the Office of the County Recorder, Pima County, Arizona, in Book 2 of Road Maps at page 141;

THENCE South 00 degrees 33 minutes 24 seconds East along said West right of way line of Fairview Road, said right of way line being 30 feet West of and parallel to the East line of said Northeast quarter of the Northwest quarter, a distance of 1315.01 feet to a point of intersection with the North right of way line of the Tucson-Casa Grande Highway, said point also being the POINT OF TRUE BEGINNING for the tract herein described;

THENCE South 89 degrees 19 minutes 06 seconds West along said North right of way line of the Tucson-Casa Grande Highway, a distance of 220.70 feet to the point of intersection with the West line of that certain property conveyed to Ned Hagggar et.ux., by Deed recorded in said Recorder's Office, in Book 1497 at page 38 and a point for corner;

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EXHIBIT A
(Continued)

THENCE North 00 degrees 33 minutes 24 seconds West, parallel to the West right of way line of Fairview Road, a distance of 300 feet to a point for corner;

THENCE North 89 degrees 19 minutes 06 seconds East, a distance of 220.70 feet to a point on the West right of way line of Fairview Road and a point for corner;

THENCE South 00 degrees 33 minutes 24 seconds East along the West right of way line of Fairview Road, a distance of 300.00 feet to the TRUE POINT OF BEGINNING for the tract herein described.

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Page 4

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Pioneer Title Agency, Inc.

Order Number: 205257 KM
Escrow Officer: Kim Moss at (520) 797-2693
Third Amendment

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. PAY taxes for the full year 2017:
Parcel No.: [107-06-002J](#)
Full Year Amount: \$1,297.69
Plus any additional costs, if applicable
6. PAY taxes for the second half of 2017:
Parcel No.: [107-06-005B](#)
Full Year Amount: \$40,340.22
Plus any additional costs, if applicable
7. 48 HOURS PRIOR TO TAKING SIGNATURES FURNISH the Company with a properly executed Commercial Owners Affidavit, including proper Estoppel(s) by the Owner itemizing all Leases, identifying Lessee, date of Lease, Terms and any options to renew. SAID CERTIFICATE SHALL ALSO STATE THAT NONE OF THE LEASES REFERRED TO THEREIN CONTAIN A FIRST RIGHT OF REFUSAL OR OPTION TO PURCHASE.
8. RECORD Release and Reconveyance of Deed of Trust set forth as follows:
Amount: \$1,000,000.00
Trustor: Golden Pins, L.L.C.
Trustee: Arizona Bank
Beneficiary: Arizona Bank
Dated: September 23, 1996
Recorded: September 24, 1996
[Docket 10386 at page 374](#)

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Page 5

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SCHEDULE B, PART I
(Continued)

9. RECORD Termination of Financing Statement between:

Debtor: Golden Pins, L.L.C.
Secured Party: Arizona Bank
Recorded: September 24, 1996
[Docket 10386 at page 399](#)

10. RECORD Release and Reconveyance of Deed of Trust set forth as follows:

Amount: \$1,000,000.00
Trustor: Golden Pins, L.L.C.
Trustee: Commercial Federal Bank
Beneficiary: Commercial Federal Bank
Dated: December 11, 2000
Recorded: December 20, 2000
[Docket 11449 at page 3561](#)

AND THEREAFTER Amendment recorded in [Docket 11509 at page 559](#);

AND THEREAFTER Modification Agreements recorded in Sequence Nos. [20120590691](#) and [20120800316](#)

11. RECORD Termination of Financing Statement between:

Debtor: Golden Pins, L.L.C.
Secured Party: Commercial Federal Bank
Recorded: December 20, 2000
[Docket 11449 at page 3572](#)

AND THEREAFTER Continuation UCC Financing Statement recorded in [Docket 12946 at page 4680](#)

12. FURNISH 48 hours prior to taking signatures, a 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.

Golden Pins, L.L.C., an Arizona limited liability company

13. Approval by the Underwriting Department of the Company of this Commitment prior to close of escrow and issuance of policy.

14. Record Deed and Affidavit from Vestee to Proposed Insured Owner.

NOTE: In the event this Company is requested to insure a transaction involving the subject property, this Company and/or its Underwriter reserves the right to add exceptions and/or requirements upon receipt of information defining said transaction. The following note is for informational purposes only:

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Page 6

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SCHEDULE B, PART I
(Continued)

The vesting documents and conveyances affecting said land recorded within Twenty-four (24) months of the date of this report are as follows:

- Deed recorded August 3, 1998 in [Docket 8051 at page 2960](#);
- Deed recorded September 24, 1996 in [Docket 10386 at page 402](#);
- Deed recorded September 24, 1996 in [Docket 10386 at page 371](#);
- Deed recorded July 18, 1995 in [Docket 10087 at page 1964](#);
- Deed recorded July 18, 1995 in [Docket 10087 at page 1943](#);
- Deed recorded June 8, 1993 in [Docket 9558 at page 1937](#);
- Deed recorded June 8, 1993 in [Docket 9558 at page 1903](#);
- Deed recorded March 29, 1990 in [Docket 8755 at page 2146](#);
- Deed recorded March 29, 1990 in [Docket 8755 at page 2073](#);
- Deed recorded December 30, 1988 in [Docket 8444 at page 4384](#); and
- Deed recorded December 30, 1988 in [Docket 8444 at page 4323](#)

NOTE: The address of said land is purported to be: 1010 W. Miracle Mile, Tucson, AZ 85705

The Company assumes no liability as to the validity and/or accuracy of any such address. This information is provided solely for the convenience of, and at the request of the proposed insured lender herein.

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

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**

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SCHEDULE B, PART I
(Continued)

- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

END OF SCHEDULE B, PART I

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Page 8

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
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.

(Note: The above Exceptions Nos. 2 through 6, inclusive, 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 the remaining Exceptions of this Commitment shown below.)

7. TAXES for the full year 2018, a lien, not yet due or payable.

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SCHEDULE B, PART II
(Continued)

8. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
9. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
10. Established and/or existing roads, highways, rights-of-way or easements.
11. 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.
12. LIABILITIES AND OBLIGATIONS imposed upon said land by its inclusion within any legally formed districts.
13. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Book 64 of Deeds at pages [472](#) and [485](#).
14. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in [Book 99 of Deeds at page 44](#)
15. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in [Docket 664 at page 460](#)
16. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in [Docket 913 at page 448](#) and in [Docket 924 at page 306](#)
17. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in [Docket 1674 at page 401](#).
18. Deed Restrictions recorded in [Docket 4585 at page 336](#)
19. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded in [Docket 5250 at page 633](#), omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining to the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by TITLE RESOURCES GUARANTY COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



COMMITMENT FOR TITLE INSURANCE
Issued by
Pioneer Title Agency, Inc.

Order Number: 205257 KM
Escrow Officer: Kim Moss at (520) 797-2693

SCHEDULE B, PART II
(Continued)

20. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 5412 at page 640.

21. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 5490 at page 655.

22. Easement(s) to Mountain States Telephone and Telegraph Company and rights incident thereto as set forth in [Docket 7363 at page 834](#).

23. Easement(s) to US West Communications and rights incident thereto as set forth in [Docket 9456 at page 1764](#)

END OF SCHEDULE B, PART II

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TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016

Page 11

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FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	www.titleresources.com	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How Does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, the Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resources Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.

Pioneer Title Agency, Inc.

Commitment to Service

Privacy Policy Statement

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

We are committed to Safeguarding Customer Information

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

Personal Information Collected

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

Use of Information

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

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

Links to Other Websites

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

Confidentiality and Security

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

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