

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



First American

COMMITMENT FOR TITLE INSURANCE ISSUED BY

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

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

- The Provisions in Schedule A
- The Requirements
- The Exceptions in Schedule B – Parts 1 and 2
- The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B – EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language 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.

Part One: (For use with 2006 ALTA policies)

1. 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; (b) 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.
2. 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 of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (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.

Part One: (for use with 1992 and prior ALTA policies)

1. 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.
2. Any facts, rights, interest 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.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. 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.
5. (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 aforementioned matters excepted are shown by the public records.
6. 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.

REQUIREMENTS

(Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

If the policy being issued is to be an Eagle Owner's Policy then the following terms apply:

1. **The owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks as follows:**
2. **Covered Risk 14** (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.
3. **Covered Risk 15** (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
4. **Covered Risk 16** (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
5. **Covered Risk 18** (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

(Continued on Requirements Page)

CONDITIONS

1. **DEFINITIONS**
 - (a) "Mortgage" means mortgage, deed of trust or other security instrument.
 - (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.
2. **LATER DEFECTS**

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, or liability will be limited to your actual loss caused by your relying on this commitment when you acted in good faith to:

Comply with the Requirements

Or

Eliminate with our written consent any exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

GREAT AMERICAN TITLE AGENCY, INC.

as issuing agent for

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Order Number:

1. Commitment Date: **April 4, 2014** at 8:00 A.M.

2. Policy or Policies to be issued: Amount

a. **EAGLE Protection-ALTA Homeowner's Policy of Title Insurance (10/17/98)**

Proposed Insured:

b. **ALTA 2006 Extended Loan Policy**

Proposed Insured:

c. **None** **\$0.00**

Proposed Insured:

3. a. The estate or interest in the land described in this Commitment is:

A FEE

b. Title to the said estate or interest at the date hereof is vested in:

4. The land referred to in this Commitment is situated in the City of ` County of **Maricopa**, State of **Arizona**, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

Order No.:

SCHEDULE B – Part One REQUIREMENTS

1. Furnish completed and executed form of Owner's Affidavit.
2. All of 2013 taxes are paid in full.
3. Proper showing that all assessments due and payable, levied by _____ Homeowners Association, have been paid to and including the closing date of this transaction.
4. **WE FIND NO OPEN DEEDS OF TRUST OF RECORD. PLEASE VERIFY BY INQUIRY OF AGENT WHETHER OR NOT WE HAVE OVERLOOKED SOMETHING AND ADVISE THE TITLE DEPARTMENT ACCORDINGLY PRIOR TO CLOSING.**
5. Proper showing as to the marital status of _____ and disposition of any matters disclosed thereby.

Such further requirements as may be necessary after completion of the above.
6. Record Warranty Deed from _____, a single man to _____, a _____ man and _____, a _____ woman.

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

NOTE: According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matters constitute the chain of title for the 24-month period preceding the date hereof.

OR

The last recorded deed vesting title to the land described herein:

TAX INFORMATION:

Year: 2013
Parcel No.:
Total Tax: \$1,339.90
First Half: \$Paid on October 3, 2013
Second Half: \$Paid on October 3, 2013

SCHEDULE B – Part Two

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. Taxes for the year 2014, a lien not yet due and payable.
2. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Any charge upon said land by reason of its inclusion in _____ Volunteer Fire District; Electrical District No. 7; Street Light Improvement District; _____ Community Facilities District; Central Arizona Groundwater Replenishment District and West Maricopa Education Center District.
5. Any charge upon said land by reason of its inclusion in _____ Homeowners Association.
6. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book _____ of Maps, Page _____ and in Book _____ of Maps, Page _____, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
7. Covenants, conditions, restrictions, easements, liabilities and obligations in the document recorded as _____ and Assignment of Declarant's Rights recorded as _____ both of Official Records and as shown on the recorded plat of said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
8. All matters as set forth in "Recorded Disclosure for Territory in the Vicinity of a Military Airport Luke Air Force Base, Arizona recorded as _____, of Official Records.
9. The terms, conditions and provisions contained in the document entitled "Declaration of Covenants, Conditions and Restrictions for _____ Regarding Membership in the Central Arizona Groundwater Replenishment District", recorded as _____, of Official Records.
10. The terms, conditions and provisions contained in the document entitled "Agreement and Notice of Municipal Provider Reporting Requirements for _____ Regarding Membership in the Central Arizona Groundwater Replenishment District", recorded as _____, of Official Records.
11. An easement for telecommunication facilities and incidental purposes, recorded as _____, of Official Records.
12. A Deed of Trust to secure an indebtedness of _____, recorded as _____ of Official Records.

Dated:

Trustor: _____ a _____ man and _____ a _____ woman.

Trustee:

Beneficiary:

The map attached, if any, may or may not be a survey of the land depicted hereon. **First American Title Insurance Company** expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Order No.:

INFORMATION SHEET

Current Owner:

Property reference:

Legal description:

See attached Exhibit A

If you have any inquiries or require further assistance. Please contact one of the numbers below:

For Closing Assistance:

Erika Enriquez
1630 S. Stapley Dr.
SUITE 131
Mesa, AZ 85204
Phone: (602) 324-2080
Fax: (480) 483-0724
Email: eme@azgat.com

For Title Assistance:

Robert A. Garza
7720 N. 16TH ST.
SUITE 450
PHOENIX, AZ 85020
Phone: (602) 445-5525
Fax: (602) 412-4580
Email: rgarza@azgat.com

Order No.:

EXHIBIT A

The land referred to in this Commitment is situated in the City of _____, County of **Maricopa**, State of **Arizona** and is described as follows:

Lot _____ of _____, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book _____ of Maps, Page _____.

PRIVACY POLICY

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 such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, **First American Title Insurance Company**, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public records or from another person or entity. **First American Title Insurance Company** has also adopted broader guidelines that govern our use of personal information regardless of its source. **First American Title Insurance Company** calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

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 effects to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and **First American Title Insurance Company's** *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.