



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Pioneer Title Agency, Inc. as agent for
First American Title Insurance Company

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Kenneth D. DeGiorgio
President

Lisa W. Cornehl
Secretary

Pioneer Title Agency, Inc.

580 E. Wilcox Dr.
Sierra Vista, AZ 85635
(520) 458-3500

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Form 50126904 (5-31-22)





COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the

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Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Issuing Agent: Pioneer Title Agency, Inc.
Issuing Office: 580 E. Wilcox Dr., Sierra Vista, AZ 85635
Issuing Office's ALTA® Registry ID: 0000097
Loan ID Number:
Issuing Office File Number: 70203186-002-KLW
Property Address: Vacant Land, Willcox, AZ 85643
Revision Number:

SCHEDULE A

1. Commitment Date: **April 19, 2023 at 7:30 am**
2. Policy to be issued:
 - (a) **ALTA Owners Policy 7-1-21 Standard Coverage**
Proposed Insured: **To Come**
Proposed Amount of Insurance: **\$To Come**
The estate or interest to be insured: **FEE SIMPLE**
 - (b) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured:
 - (c) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
Sandra D. Treiber, Trustee of The Sandra D. Treiber Revocable Trust

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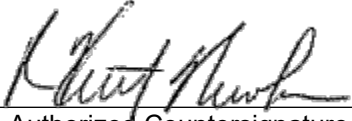


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SCHEDULE A
(Continued)

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

By:  _____
Authorized Countersignature

Note: Please direct all inquiries and correspondence to Kimberly Lockhart, your escrow officer, at (520) 384-4205 or Kimberly.Lockhart@PioneerTitleAgency.com. (JD2)

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EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

Lot 6, Block 223, [ARIZONA SUN SITES UNIT NO. 2](#), according to Book 4 of Maps, page 47, records of Cochise County, Arizona.

PARCEL II:

Lots 7 and 8, Block 223, [ARIZONA SUN SITES UNIT NO. 2](#), according to Book 4 of Maps, page 47, records of Cochise County, Arizona.

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. PAY 2022 taxes, Parcel No. 117-02-467-03, plus interest if any.
6. PROPER showing that all assessments, if any, levied by the owners association have been paid.
7. We find no open deeds of trust of record. Please provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
8. Submit for review an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of The Sandra D. Treiber Revocable Trust, dated _____. Per A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.
9. THE RIGHT is reserved to make additional exceptions or requirements upon submission of the name of the Proposed Insured Owner.
10. THE RIGHT is reserved to make additional exceptions or requirements upon submission of adequate information concerning the nature of the proposed transaction.
11. RECORD Deed from Sandra D. Treiber, Trustee of The Sandra D. Treiber Revocable Trust, dated _____ to "To Come".

COMPLIANCE with ARS 11-1133, which states essentially that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording.

Compliance with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee. Pursuant to A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.

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SCHEDULE B – PART I
Requirements
(Continued)

NOTE: Should less than all of the Trustees OR Trustees OTHER than as shown in Schedule A, execute documents it will be necessary to submit excerpts from the original Trust Agreement and all amendments thereto showing that the Trustee has the authority to consummate this transaction, -and- if an original Trustee is deceased, submit an uncertified copy of the death certificate.

TAX NOTE:

Year 2022
Parcel No. 117-02-466-00
Total Tax \$47.52 (Paid)

TAX NOTE:

Year 2022
Parcel No. 117-02-467-03
Total Tax \$47.52 (UNPAID), plus interest if any

TAX NOTE:

Year 2022
Parcel No. 117-02-468-06
Total Tax \$47.52 (Paid)

PRIOR to recording, obtain current tax information from:

Cochise County Treasurer
1415 W. Melody Lane, Ste E
Bisbee, AZ 85603
520-432-8400
<https://www.cochise.az.gov/treasurer/home>

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.**

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SCHEDULE B – PART I
Requirements
(Continued)

- **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.**
- **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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SCHEDULE B, PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage. THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

In addition to the Exceptions from Coverage contained in the form of Short Form Residential Loan Policy identified in Item 2 of Schedule A, the Policy will not insure against loss or damage resulting from the terms and conditions of any easement or lease included in the description of the Land as set forth in the Insured Mortgage, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records at Date of Policy.

(Note: The above Exceptions Nos. 2 through 7, inclusive, will be eliminated from any ALTA Extended Coverage Policy, ALTA Homeowner's Policy, ALTA Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.)

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SCHEDULE B – PART II
(Continued)

8. Liabilities and Obligations imposed upon said land by reason of its inclusion with the following named district:

Northern Cochise County Hospital District
Sunsites-Pearce Fire District

9. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2023

10. THE RIGHT OF ENTRY to prospect for, mine, and remove oil, gas, and minerals in said land, as implied by the reservation of same in instrument:

Recorded in Docket [60](#)
Page 297

11. EASEMENTS as shown on the recorded plat of said subdivision.

12. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket [288](#)
Page 453
Recorded in Docket [292](#)
Page 175

13. MATTERS concerning water as set forth in instrument recorded in:

Document No. [9301](#)-01317

By the use of this exception, the company does not limit the generalities contained in Part 1 of Schedule B.

14. TERMS, CONDITIONS, LIABILITIES AND OBLIGATIONS contained in instrument entitled "Zoning Ordinance 19-07: To Adopt Cochise County Zoning Regulations, Article 17 Minor Land Divisions", according to the terms and conditions contained therein:

Recorded in Document No. [2019](#)-16538

END OF SCHEDULE B – PART II

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Privacy Notice

Effective: January 1, 2020

Notice Last Updated: January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal 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 personal 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. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

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

How Long Do We Keep Your Personal Information? We keep your **personal 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 **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal 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.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

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.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity



**Categories of
Third Parties
Shared**

The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

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.

ZONING ORDINANCE 19- 07

**TO ADOPT COCHISE COUNTY ZONING REGULATIONS
ARTICLE 17 MINOR LAND DIVISIONS**

WHEREAS, A.R.S. 11-821 et. seq. gives the County Board of Supervisors the authority to adopt zoning regulations to address land use; and

WHEREAS, the Cochise County Board of Supervisors originally adopted Zoning Regulations in Cochise County pursuant to that authority in 1975, and has with periodic modification, maintained them in effect since that time; and

WHEREAS, the Cochise County Board of Supervisors recognizes that amendment to the Zoning Regulations can affect countywide land use patterns and therefore warrants careful consideration of regional impacts; and

WHEREAS, A.R.S. 11-831 et. seq. gives the County Board of Supervisors the authority to adopt ordinances and regulations to allow staff review and approval of land divisions of five or fewer lots, parcels, or fractional interests, any of which is ten acres or smaller in size; and

WHEREAS, the Cochise County Board of Supervisors recognizes the purpose of this ordinance is to provide a minor land division process, which ensures the division of land in compliance with zoning ordinances, has recorded legal access, and does not constitute a subdivision as defined by A.R.S. 11-831.

WHEREAS, on August 27, 2019, the Board of Supervisors held a duly noticed public hearing of the proposed amendments to the Zoning Regulations, hereby known as Docket R-19-04, and attached hereto as "Exhibit A", which amends Article 17 and found them to be in the public interest.

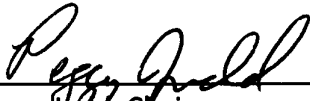
NOW, THEREFORE, BE IT RESOLVED THAT the Cochise County Zoning Regulations shall be amended as contained in "Exhibit A", Article 17 Minor Land Divisions, and is hereby adopted;

ZONING ORDINANCE 19-~~07~~

To Adopt Cochise County Zoning Regulations Article 17 Minor Land Divisions

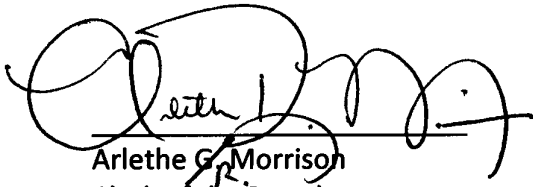
Page | 2

ADOPTED by the Cochise County Board of Supervisors this 27 day of August, 2019.



Peggy Judd, Chairman
Cochise County Board of Supervisors

ATTEST:



Arlethe G. Morrison
Clerk of the Board

APPROVED AS TO FORM:

 8/8/2019

Christine J. Roberts
Civil Deputy County Attorney

EXHIBIT “A”

1721 Minor Land Divisions

1721.01 Intent

The intent of this Ordinance is to provide for the orderly growth and harmonious development of Cochise County by prescribing certain minimum requirements regulating the conditions under which minor divisions of land within Cochise County may be permitted and by establishing a review procedure for minor divisions of land within Cochise County.

1721.02 Purpose

The purpose of this ordinance is to provide a process to divide land into five (5) or fewer lots, tracts, parcels, sites or divisions, any of which is ten (10) acres or smaller in size, with a level of review to ensure the division of land complies with zoning regulations and does not constitute a subdivision of six or more lots as defined by Arizona Revised Statutes (A.R.S.). This ordinance is not intended to prohibit or prevent the division of land as otherwise authorized and permitted by the A.R.S. and Cochise County Zoning Regulations and Subdivision Regulations, but to allow for staff review and approval of minor land divisions.

1721.03 Permit Required

- A. No land may be divided into five or fewer lots, parcels, or fractional interests, any of which is ten acres or smaller, unless a minor land division permit has been issued by Cochise County.
- B. The lots, parcels or fractional interests may not be a part of a County-approved subdivision plat.
- C. Payment of an applicable minor land division fee, in accordance with the adopted fee schedule, is required as a condition of obtaining a minor land division permit.

1721.04 Jurisdiction

The provisions of this ordinance shall apply to all divisions of land located within the unincorporated territory of Cochise County, excluding lands outside the authority of Cochise County.

1721.05 Application Submittals

- A. The applicant must submit a properly completed and filled out minor land division application to the Cochise County Development Services Department along with the associated processing fee and any required supporting documentation for staff review as set forth below.
 - 1. Names, addresses, and telephone numbers of all parties of interest to the division

2. A statement from a registered land surveyor, or other evidence acceptable to the county, stating whether each lot, parcel or fractional interests has physical access that is traversable by a two-wheel drive passenger motor vehicle.
3. Survey Map: The legal descriptions and map shall be prepared by a Registered Land Surveyor (R.L.S) and comply with all state and County standards in a format acceptable to the County Recorder and shall include:
 - a. A standard engineering scale not to exceed 1" = 200' (one-inch equals 200 feet). Scale used must be indicated.
 - b. A north arrow.
 - c. Area and dimensions of all proposed lots, parcels or fractional interests.
 - d. The current zoning of the parcels proposed to be divided.
 - e. A public or private road, or a private driveway easement, as defined by the *Cochise County Road Design & Construction Standards & Specifications for Public Improvements* shall provide legal access to each parcel.
 - 1) A private easement with a minimum width of twenty-four (24) feet. A private easement will be considered legal access only if it runs with the land and expressly allows ingress and egress by any utility company providing services to the new lot or parcel, any provider of emergency services (fire, police, ambulance, etc.) to the new lot or parcel, and any public official (building inspector, health inspector, etc.) requiring ingress and egress to the new lot or parcel in connection with the official's lawful duties.
 - 2) Public roads, to be maintained by Cochise County, shall be constructed to the standards included in the *Road Design & Construction Standards & Specifications for Public Improvements* and then adopted or accepted by the County Board of Supervisors prior to sale of any of the divided lots.
 - f. Location and width of all easements within and bordering the minor land division.
 - g. Location, width and designation of roads bordering the property indicating whether they are public or private.

1721.06 Definitions

- A. "Minor Land Division" means land or lands that are proposed to be divided for purposes of sale or lease into five (5) or fewer lots or parcels.
- B. "Subdivision" or "subdivided lands":
 1. Means improved, or unimproved land or lands divided or proposed to be divided for the purpose of sale or lease, whether immediate or future, into six or more lots, parcels or fractional interests.

2. Includes a stock cooperative, lands divided or proposed to be divided as part of a common promotional plan and residential condominiums as defined by ARS.
- C. "Legal access" means a public right of vehicular ingress and egress between the lots, parcels or fractional interests being created.
- D. "Minimum applicable county zoning requirements" means the minimum acreage and dimensions of the resulting lot, parcel or fractional interest as required by the County's zoning ordinance.
- E. "Utility easement" means an easement of a minimum of eight (8) feet in width dedicated to the general public to install, maintain and access sewer, electric, gas and water utilities.

1721.07 Review Criteria

- A. An application to split a parcel of land shall be approved if the following items are submitted for review by the Development Services Department and found to be complete:
 1. Each newly-created parcel must meet the minimum zoning requirements of the applicable zoning designation.
 2. The applicant demonstrates legal access to the lots, parcels or fractional interests.
 3. The applicant provides a statement from a licensed surveyor or engineer, or other evidence acceptable to the county, stating whether each lot, parcel or fractional interest has legal and physical access that is traversable by a two-wheel drive passenger motor vehicle.
 4. The applicant reserves the necessary and appropriate utility easements to serve each lot, parcel or fractional interest created by the land division.

1721.08 Action by the Development Services Department

Upon receipt of the submitted documents, the Development Services Department shall review to determine their completeness. If the application is complete, it shall be date-stamped showing the day it arrived complete. If the submitted documents and information are found to be incomplete or insufficient, the applicant shall be notified of the deficiencies. The application will not be formally accepted for processing until the missing items are submitted.

Upon receipt of the completed application, the Development Services Department shall:

- A. Distribute the submitted application for review and comment to the appropriate departments as deemed necessary by the Development Services Director.

- B. Review the submitted survey map and supplemental information to determine compliance with the Zoning and Subdivision Regulations and prepare its report, which shall include comments received from other departments.
- C. Based on the above findings, the Development Services Director shall then approve, conditionally approve, or deny the application within thirty (30) business days from the date a completed application was filed unless the applicant consents to an extension of the review period in writing. If review of the request is not completed within thirty business days from receipt of the request, the land division shall be deemed approved.
- D. The County may not deny approval of any land division that meets the requirements of this section or where the deficiencies are noticed in the deed. If an applicant chooses to record a minor land division survey without an approved permit, any-and-all deficiencies shall be noticed in the deed including noncompliance with the requirement for legal access and/or noncompliance with applicable zoning regulations.
- E. The County may not require a public hearing on a minor land division request.

1721.09 Permit Recordation

- A. Recordation with Approval - After approval of a Minor Land Division Permit, it shall be recorded at the County Recorder's Office along with any attached supplementary information. Recordation must occur within six (6) months of the approval by the Development Services Department, or the approval shall lapse and become void. If the minor land division permit is approved, the Development Services Director shall enter the following certification on the approved permit:

"Notice is hereby given that the parcels of real estate created by the division recorded pursuant to this document is in conformance with all the provisions of the Minor Land Division Ordinance of Cochise County and meets all statutory requirements for recording."

- B. Recordation without Approval - Pursuant to the provisions of Arizona Revised Statutes, Section 11-831.C, recordation of a division of land may not be denied for non-compliance with the requirement for legal access or compliance with applicable zoning regulations, however, all such deficiencies are required to be noticed in full, detailed description in all deeds. Should an applicant choose to record a Minor Land Division survey without a permit approved by the Development Services Director, any deficiencies are required to be noticed in full, detailed description in all deeds.

"Notice is hereby given that the parcels of real estate created by the division recorded pursuant to this document either does not conform to the zoning regulations in force at the time of recordation, does not have adequate provision for access to public utilities, or that no legal access exists in accordance with the provisions of the Minor Land Division Ordinance of Cochise County. In consequence, any and all Cochise County Development permits may be denied until such time as deficiencies relative to this parcel are corrected."

1721.10 Removal of Deficiencies from the Deed

Where access or zoning deficiencies are corrected, through zoning change, variance or acquisition of property for access, it shall be the responsibility of the property owner to remove the deficiencies. All removal of deficiencies shall be subject to the approval of the Development Services Director prior to recording.

1721.11 Acting in Concert

It shall be unlawful for a person or group of persons acting in concert to divide a parcel of land into six (6) or more lots or sell or lease six (6) or more lots by using a series of owners or conveyances in an attempt to avoid the provisions of this ordinance. This provision may be enforced by the County Attorney's Office or the Arizona Department of Real Estate, or both, pursuant to the laws of the State of Arizona.

1721.12 Penalties

Any deficiencies related to legal access or minimum County zoning will not prevent the approval of a Minor Land Division Permit but shall result in the withholding of any Cochise County permits for development until such time as deficiencies relative to the parcels created by the Minor Land Division are corrected. All such deficiencies are required to be noticed in full, detailed description in all deeds.

JAN 14 1993
12pm 0-3

ARIZONA DEPARTMENT OF WATER RESOURCES

15 South 15th Avenue, Phoenix, Arizona 85007
Telephone (602) 542-1553
Fax (602) 256-0506



FIFE SYMINGTON
Governor

ELIZABETH ANN RIEKE
Director

January 12, 1993

Mr. Roy Tanney
Director of Real Estate Subdivisions
Department of Real Estate
202 East Earl Drive, Suite 400
Phoenix, Arizona 85012

Re: Arizona Sunsites Unit 2, Blocks 193-329, Cochise County

Dear Mr. Tanney:

Pursuant to A.R.S. §45-108, Buck Lewis Engineering, Inc. has provided the Department of Water Resources with information on the water supply for Arizona Sunsites Unit 2, Blocks 193-329 in Sections 21, 27, 28, 33, 34, T17S, R24E, G&S R B&M.

Water for domestic use will be provided to each of the 65 lots in the subdivision by wells to be drilled by the individual lot owners.

Adequacy of the water supply was reviewed by the Department with regard to quantity, quality and dependability. The subdivision is located about three miles west of the Town of Sunsites and about 20 miles south of the City of Wilcox in Sulphur Springs Valley. Very little information is available regarding the hydrology of the area. Indications are that groundwater may not be available in the west half of sections 28 and 33. The availability of groundwater must be determined by drilling on individual lots. Where groundwater is available, the depth to water ranges from less than 200 to about 300 feet below land surface. Water levels in the area have been declining at a rate of two to eight feet per year for the past several years. The quality of the groundwater in the area should be acceptable for domestic use.

No information has been provided regarding the long term dependability of the water supply. Because it has not been demonstrated that a 100-year water supply is available to each lot and considering the rate of water level decline, the Department of Water Resources must find the water supply to be *inadequate* for the proposed use.

A.R.S. §32-2181F requires a summary of the Department's report for dry lot subdivisions or those with an inadequate water supply be included in all promotional material and contracts for sale of lots in the subdivision. We suggest the following synopsis:

"Arizona Sunsites Unit 2 is being sold with the domestic water supply to be provided by wells to be drilled by the individual lot owners. Indications

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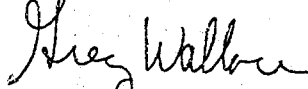
Mr. Roy Tanney
January 12, 1993
Page 2

are that groundwater may not be available in the west half of sections 28 and 33. Groundwater availability must be determined by drilling on individual lots. Where groundwater is available, the depth to water ranges from less than 200 to about 300 feet below land surface. Water levels have been declining at a rate of two to eight feet per year. The quality of the water should be acceptable for domestic use. Because it has not been demonstrated that a 100-year water supply is available to each lot in the subdivision, the Department of Water Resources must find the water supply to be *inadequate*.

The developer, pursuant to A.R.S. §32-2181F, may suggest a different summary of this report, but it must contain the above elements and/or the Department's findings. Any change to the above subdivision or water supply plans may invalidate this decision.

This letter constitutes the Department of Water Resources' report on the subdivision water supply and is being forwarded to your office as required by A.R.S. §45-108. This law requires the developer to hold the recordation of the above subdivision's plats until receipt of the Department's report on the subdivision's water supply. By copy of the report, the Cochise County Recorder is being officially notified of the developer's compliance with the law.

Sincerely,



Greg Wallace
Chief Hydrologist

GW/KM/cl

cc: Hawaiian American Land Corp.
Buck Lewis Engineering
Christine Rhodes, Cochise County Recorder
Jody Klein, Cochise County Planning & Zoning
Duane Turner, Department of Real Estate, Tucson
Lori Garcia, Department of Environmental Quality

930101317
COCHISE COUNTY RECORDER
BOX 184
BISBEE, AZ. 85603



930101317

FEE # 930101317
OFFICIAL RECORDS
COCHISE COUNTY
DATE 01/14/93 HOUR 12
REQUEST OF
COCHISE COUNTY RECORDER
CHRISTINE RHODES-RECORDER
FEE : 0.00 PAGES : 2

Rev. H. C. McMillan

RESTRICTIVE COVENANTS FOR
Unit No. 2, Arizona Sun Sites
Cochise County, Arizona

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them. They may be revised or amended by a majority vote of the owners of lots at any time.

1. One single family residence and appurtenant structures only shall be erected on each residential lot.
2. Building lines of all structures, exclusive of walls, shall be 50 feet from the front property line, 25 feet from the side and rear property line.
3. No building or wall shall be erected until the design has been approved by the seller or his assignee.
4. No trailers or other temporary structures shall be placed on any lot.
5. No commercial or business operation other than arts, crafts or profession operated solely by the members of the family occupying the dwelling shall be conducted on any lot and no exterior advertising is permitted except that on Block 210, 246, 265, Lot 10 Block 298 and Lot 9 Block 301, there may be permitted schools, churches and shopping centers which may include, but not be limited to, grocery stores, drug stores, service stations, clothing stores, auto garages, doctors offices, bakeries and any other retail stores necessary for the safety, well being or convenience of the surrounding area.
6. The keeping of animals, livestock or poultry for commercial purposes shall not be permitted on any lot.
7. All trash or waste shall be kept in sanitary containers.
8. No oil drilling or mining operation of any kind shall be permitted on any lot.
9. No industrial manufacturing will be permitted.

STATE OF ARIZONA) SS
COUNTY OF PIMA)

Sidney Nelson
Vice-President

B. Carmel Hubbard
Assistant Secretary

On this 4th day of October, 1961, before Me, a Notary Public in and for said County and State, personally appeared Sidney Nelson and B. Carmel Hubbard, who being by Me duly sworn did say that they are Vice-President and Assistant Secretary, respectively, of Horizon Land Corporation, a corporation organized under the laws of the State of Delaware; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and that said Vice-President and Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal on the day and date last above written.

My commission expires July 4, 1964.

Dana Van Dyke
Notary Public

STATE OF ARIZONA
COUNTY OF COCHISE
Witness my hand and Official Seal
W. NEWBERRY, County Recorder
R. E. Gentry Deputy
Entered 228 Blotted 17876
To be returned

I hereby certify that the within instrument was filed and recorded at request of
GENTRY & McNULTY
DRAWER T
TUBEE, ARIZONA
Date NOV 21 1961-11 30 AM
Total \$ 453 Page 17876
Docket 228

AMENDMENT TO RESTRICTIVE COVENANTS
FOR UNIT #2 - ARIZONA SUN SITES
COCHISE COUNTY, ARIZONA

These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them. They may be revised or amended by a majority vote of the owners of the lots at any time.

1. Paragraph 2 of the original Restriction is amended to read as follows: "Building lines of all structures, exclusive of walls, shall not be less than 50 feet from the front property line or 25 feet from the side and rear property line".

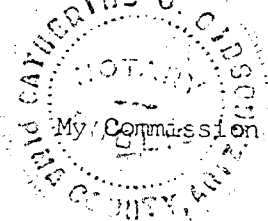
Sidney Nelson
Vice President

Eileen J. Walden
Assistant Secretary

STATE OF ARIZONA)
COUNTY OF PIMA) ss

On this 16th day of January, 1962, before me, a Notary Public in and for said County and State, personally appeared Sidney Nelson and Eileen J. Walden, who being by me duly sworn did say that they are Vice President and Assistant Secretary, respectively, of Horizon Land Corporation, a corporation organized under the laws of the State of Delaware; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that said Sidney Nelson and Eileen J. Walden acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal on the day and date last above written.



Catherine S. Gibson
Notary Public

STATE OF ARIZONA
COUNTY OF COCHISE
Witness my hand and Official Seal
P. W. NEWBURY, County Recorder
P. Leary Deputy
Indexed ☒ Photostated ☒ Blotted ☒

I hereby certify that the within instrument was filed and recorded at request of
Fee \$ 1.75 Horizon Land Corp
Book 5128, Tucson, Arizona
L. R. S. 2.00
Total \$ _____ Date JAN 19 1962-10.40 AM
Docket 292 Page 175 No. 982

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

297

That JAMES C. VAN NORT and EULALIE VAN NORT, his wife, of Cochise County, Arizona, for and in consideration of the sum of Ten (\$10.00) Dollars, to them in hand paid by MYRON BAKER and LOLA BAKER, his wife, have granted, sold and conveyed, and by these presents do grant, sell and convey unto said Myron Baker and Lola Baker, all that certain premises described as follows:

In Twp. 17 S., Range 24 E., G. & S. R. M., Arizona:

E $\frac{1}{2}$ Section 23; NW $\frac{1}{4}$ Section 24; All Section 26; NW $\frac{1}{4}$, except east 75 ft. thereof; SW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$, of Section 28; E $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, of Section 29; E $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$, of Section 33; W $\frac{1}{2}$ Section 35.

In Twp. 17 S., Range 25 E., G. & S. R. M., Arizona:

E $\frac{1}{2}$ Section 19, excepting the portion thereof described as: Beginning at the northeast corner of said NE $\frac{1}{4}$; thence W. along the north line thereof 70.5 rods; thence southeasterly along the east line of Arizona Eastern Railroad right-of-way to the point of intersection of said line with the south line of said NE $\frac{1}{4}$; thence E. for a distance of 1 rod, along said south line of the NE $\frac{1}{4}$ to the east quarter corner of said Section 19; thence N. along the section line to the point of beginning.

That portion of the SW $\frac{1}{4}$ of Section 20, lying W. of the right-of-way of Highway No. 666, as it existed on December 21, 1940.

Together with all improvements situated on the above-described property.

There is reserved in the grantors herein, until the death of both of them, an undivided 1/2 interest in and to the oil, gas and mineral rights in the above patented lands.

There is now existing an oil and gas lease dated December 15, 1948, against the above-described property, recorded in Book 24, Recorder's Docket, page 308, Cochise County, Arizona, and the grantors herein reserve unto themselves an undivided 1/2 interest in and to said lease, and any royalties or rentals due or payable thereunder, and convey the other undivided 1/2 interest to the above-named grantees.

Subject to any and all rights-of-way for highway purposes.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the right and appurtenances thereto in anywise belonging, unto

the said Myron Baker and Lola Baker, their heirs and assigns forever.

And we hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto said Myron Baker and Lola Baker, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS this 28th day of July, 1951.

James C. Van Nort
JAMES C. VAN NORT

Eulalie Van Nort
EULALIE VAN NORT

STATE OF ARIZONA :
 : ss
COUNTY OF COCHISE :

On this, the 1st day of October, 1951, before me, E. DAUME, the undersigned officer, personally appeared JAMES C. VAN NORT and EULALIE VAN NORT, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



E. Daume

Notary Public

STATE OF ARIZONA
COUNTY OF COCHISE

Witness my hand and Official Seal
P. W. NEWBURY, County Recorder

I hereby certify that the within instrument was filed and recorded at request of

GENTRY & GENTRY
MESA, ARIZONA

I. R. S.

Deputy

Date OCT 27 1951 9 30 AM

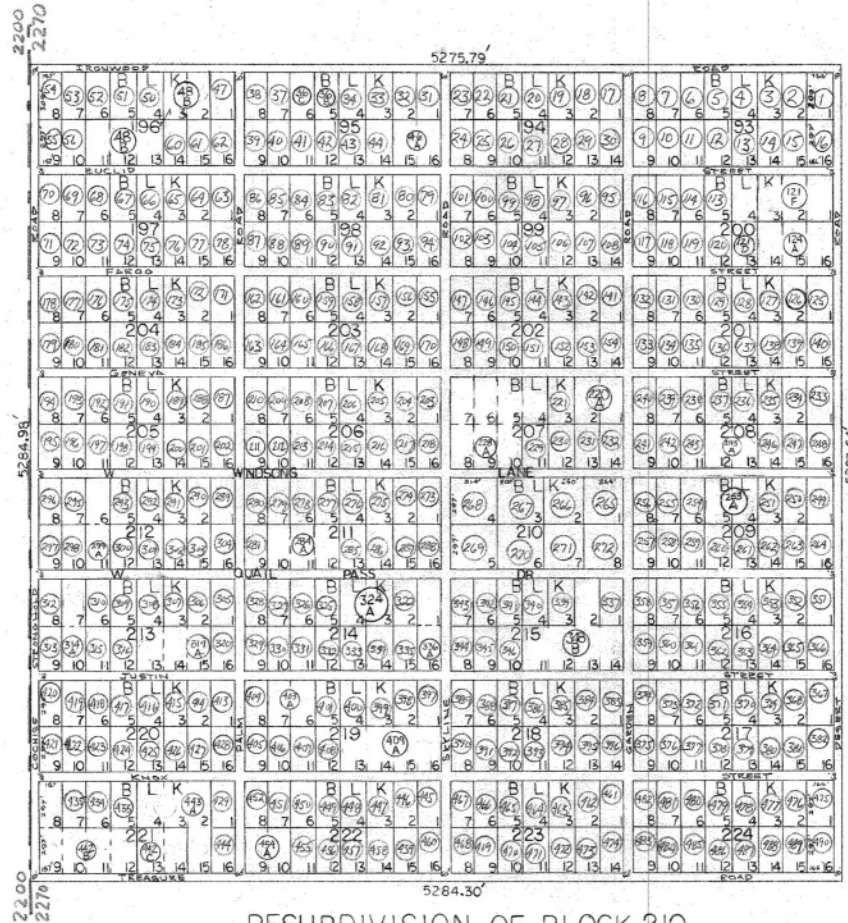
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Photostat
Compared

Total \$

Book 60

Page 298

7112

TWP 17 RGE 24
SEC 21BOOK 117
MAP 2RESUBDIVISION OF BLOCK 210
AND
ARIZONA SUN SITES
UNIT NO. 2

SCALE: 1"=600'

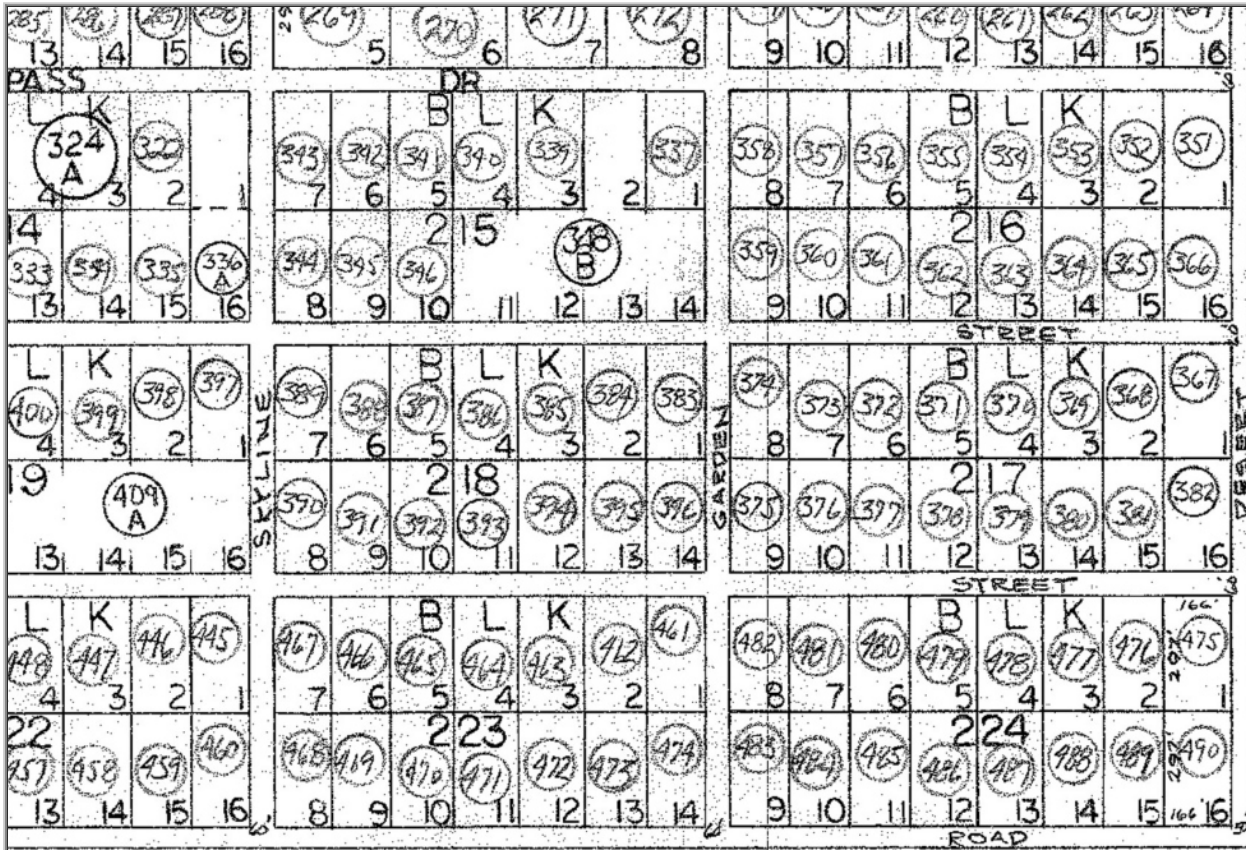
THIS DESCRIPTION IS FROM
OUR WORKING RECORDS AND
DOES NOT CONSTITUTE A SURVEYCOCHISE COUNTY ASSESSOR
THIS MAP CREATED AS A WORKING RECORD
AND DOES NOT CONSTITUTE A SURVEY

N

Pioneer Title Agency, ParcelID: 117-02-466
Pearce AZ 85625

COMMITMENT TO SERVICE

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



5284.30'

DIVISION OF BLOCK 210
AND
ZONA SUN SITES
UNIT NO. 2

SCAI

THIS
OUR
DOES



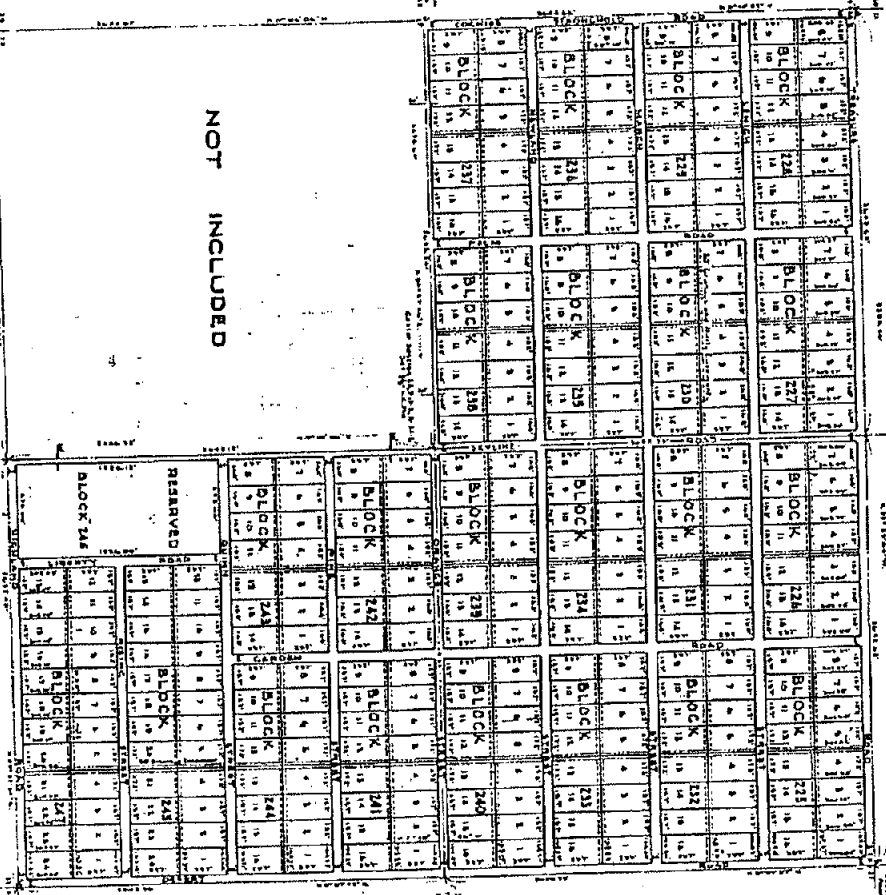
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NO COPIES
AS TO

NOT INCLUDED



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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LOCATION PLAN
SCALE: 1" = 400'



RESUBDIVISION OF
ARIZONA SUN SITES
UNIT No. 2

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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LOCATION PLAN
Showing the location of the
proposed Sun Sites within
Section 10, Township 10N, Range 10E



SCALE 1/4"



RESUBDIVISION OF
ARIZONA SUN SITES
UNIT NO. 2

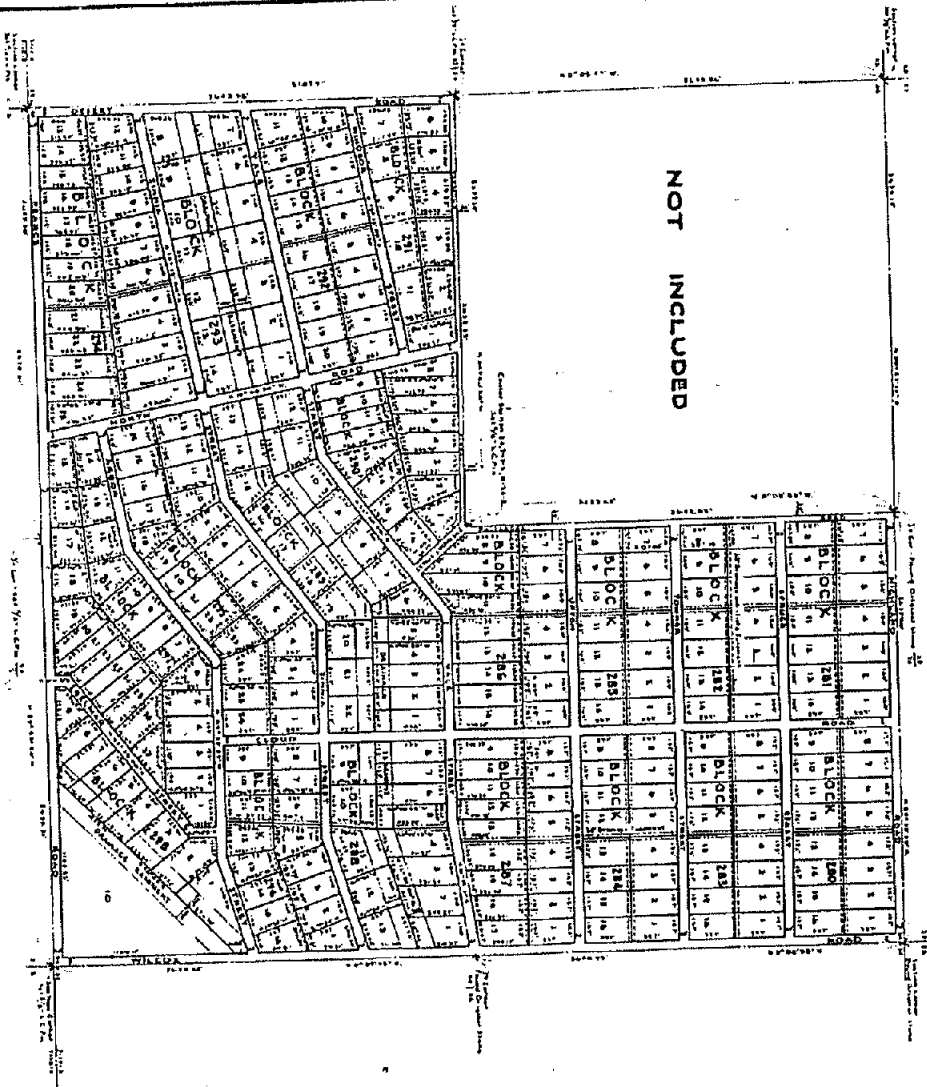
Section 10, Township 10N, Range 10E

Section 10, Township 10N, Range 10E

Section 10, Township 10N, Range 10E

DESIGN
 THIS PLAN
 IS FOR
 LIABILITY
 AS TO THE ADJ

NOT INCLUDED



LOCATION PLAN
 Showing the location of the
 subject site within the
 general survey, Arizona

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100



Scale - 400'

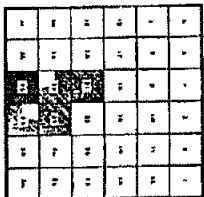
RESUBDIVISION OF
 ARIZONA SUN SITES
 UNIT NO. 2

Block 100 and 101

Section 10, T10N, R10E

Survey of D. B. B. Co.

BOOK PAGE



RESUBDIVISION OF
ARIZONA SUN SITES
UNIT No. 2

ЗНАЕТ ЛИ ОН Б. БУДУЩЕ