



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST NATIONAL TITLE INSURANCE COMPANY, a 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.

**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.

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- (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;
  - (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.
- (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.

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- (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**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE A**

**Transaction Identification Data for reference only:**

Issuing Agent: Pinnacle Title and Escrow Agency LLC  
Issuing Office: 180 S Arizona Ave Suite 200, Chandler, AZ 85225  
Issuing Office's ALTA® Universal ID:  
Loan ID No.:  
Commitment No.: 23-11-03309TR-1  
Issuing Office File No.: 23-11-03309TR  
Property Address: 806 East Washington Street, Phoenix, AZ 85034

1. Commitment Date: November 9, 2023 at 12:00 AM
2. Policy to be issued:
  - (a) ALTA Owners Policy (06/17/06)  
Proposed Insured: To be determined  
Proposed Policy Amount \$995,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:  
Mark Birkin, an unmarried man
5. The Land is described as follows:  
Lot 22, Block 2, KIRKLANDS SUBDIVISION IN BLOCK 4, MURPHY'S ADDITION TO THE CITY OF PHOENIX, according to Book 2 of Maps, page 44, records of Maricopa County Arizona;

Except that portion deeded to the City of Phoenix more particularly described as follows:

Commencing at the intersection of 7th Street and Washington Street;  
thence South 89 degrees 53'30" East along the centerline of Washington Street, a distance of 569.04 feet;  
thence North 00 degrees 10'15" East a distance of 50.00 feet to the point of beginning;  
thence continuing North 00 degrees 10'15" East a distance of 6.25 feet;  
thence South 87 degrees 37'56" East a distance of 49.99 feet;  
thence South 00 degrees 10'19" West a distance of 4.28 feet;  
thence North 89 degrees 53'30" West a distance of 49.96 feet to the point of beginning.

APN: 116-34-041A

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**SCHEDULE A**  
(Continued)

Pinnacle Title and Escrow Agency LLC

Nicole Taylor

Authorized Signature or Signatory



FIRST NATIONAL TITLE INSURANCE COMPANY

By: [Signature]  
J. Christopher Priddy, President/CEO  
[Signature]  
Patrick McMillan, Treasurer

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**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B, PART I**  
**Requirements**

**Escrow No.:** 23-11-03309TR

Maricopa County Treasurer  
301 West Jefferson Street, Suite 100  
Phoenix, AZ 85003

**TAX INFORMATION:**

Parcel No.: 116-34-041A  
Year: 2023  
Full year amount: \$4,068.32

All of the following Requirements must be met:

1. Payment of first half taxes for the year 2023, plus penalties and interest, if any.
2. Redemption of land from certificate of purchase No. open for the year(s) 2022.
3. There are no Deeds of Trust currently of record.
4. Furnish affidavit executed by the owner affirming as to any parties in possession and/or commitments of possession of any portion of said land under unrecorded leases or month-to-month tenancies. If such showing discloses the existence of possessory rights, such rights to be shown in Schedule B as exceptions to title insurance.
5. Furnish to the title department the names of the buyers prior to close of this transaction.
6. Record a Warranty Deed from Mark Birkin, an unmarried man to To be determined , the proposed insured owners. If applicable, attach acceptance of tenants in common, joint tenancy or community property.

**\*\*NOTE:** The property herein described is a commercial property.

**\*NOTE:** The following Deed(s) have been recorded within the past 24 months. If the deeds shown are older than 24 months, no other current deeds have been found at the time of the search: Warranty Deed, recorded January 27, 2004 in Recording No. 2004-0081594 of Official Records from David S. Pizer and Trudy D. Pizer, trustees of The D&T Pizer Trust dated December 14, 2000 to Mark Birkin, an unmarried man.

**\*NOTE:** The following Deed(s) have been recorded within the past 24 months. If the deeds shown are

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## SCHEDULE B, PART I

(Continued)

older than 24 months, no other current deeds have been found at the time of the search: Warranty Deed, recorded October 7, 2005 in Recording No. 2005-1499044 of Official Records from Mark Birkin, an unmarried man to City of Phoenix.

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**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B, PART II**  
**Exceptions**

**Escrow No.:** 23-11-03309TR

\*\* NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

1. Reservations, rights, easements or other matters as may be set forth in the Patent to said land recorded in the office of the County Recorder, or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water, whether or not the matters excepted are shown by public records.
3. Second half taxes for the year 2023, a lien not due and payable. First half taxes due and payable on or before October 1 of that year and delinquent on November 1 of that year. Second half taxes due and payable on or before March 1 of the following year and delinquent on May 1 of that same year.
4. Easements, restrictions, and set-back lines as shown on the recorded plat of said subdivision
5. The liabilities and obligations imposed upon said land by reason of (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) Membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona Corporation; (c) the terms of any water right application made under the reclamation Laws of the United States for the purpose of obtaining water rights for said land.
6. Terms and conditions contained in that certain Irrevocable Right of Entry agreement, recorded in Recording No. 2005-0073010 of Official Records.
7. Easement and rights incident thereto as set forth in instrument:  
Recorded: in Recording No. 2006-0407787, of Official Records  
purpose: no build
8. 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.
9. Any rights, interests or claims of parties in possession of said land not shown by the public records.

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**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE C  
Issued by  
FIRST NATIONAL TITLE INSURANCE COMPANY**

The Land is described as follows:

Lot 22, Block 2, KIRKLANDS SUBDIVISION IN BLOCK 4, MURPHY'S ADDITION TO THE CITY OF PHOENIX, according to Book 2 of Maps, page 44, records of Maricopa County Arizona;

Except that portion deeded to the City of Phoenix more particularly described as follows:

Commencing at the intersection of 7th Street and Washington Street;  
thence South 89 degrees 53'30" East along the centerline of Washington Street, a distance of 569.04 feet;  
thence North 00 degrees 10'15" East a distance of 50.00 feet to the point of beginning;  
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thence South 00 degrees 10'19" West a distance of 4.28 feet;  
thence North 89 degrees 53'30" West a distance of 49.96 feet to the point of beginning.

APN: 116-34-041A

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

**Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.**

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.