



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

A handwritten signature in black ink, appearing to be "M. J. [unclear]".

Authorized Signatory

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By:

A handwritten signature in black ink, appearing to be "Gina [unclear]".

President

Attest:

A handwritten signature in black ink, appearing to be "Tom C. [unclear]".

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Order Number: 122160 3rd Amendment

Fidelity National Title Insurance Company

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumers or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for the products or services that we believe you may find of interest.

In addition we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Chicago Title Insurance Company
601 Riverside Avenue, 12th Floor
Jacksonville, FL 32204

Multiple Products or Service

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



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, 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 record or from another person or entity.

Types of Information

Depending on 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, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive 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 non affiliated party. Therefore, we will not release your information to non affiliated 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 purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic 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, 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 efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



SCHEDULE A

Order Number: **122160**

Reference No: .

1. Effective date: **4th day of November, 2016 at 7:45 AM**

2. Policy or Policies to be issued:

Amount of Insurance

(a) 2006 A.L.T.A. Standard Owners

Owner's Premium **\$0.00**

Propose Insured:
Proposed Insured

Amount of Insurance

(b) 2006 A.L.T.A. Loan

Loan Premium **\$0.00**

Endorsements:

Endorsement Premium(s) **\$0.00**

Proposed Insured:

(c) Leasehold

\$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
FEE SIMPLE

4. Title to the estate or interest in said land is at the effective date hereof vested in:
City of Tucson, a municipal corporation

5. The land referred to in this Commitment is in the State of Arizona, County of Pima and is described as follows:

See attached Exhibit "A"

Purported Address:
**114 & 124 East Broadway Boulevard
Tucson, AZ 85701**

**THIS COMMITMENT IS INVAILD UNLESS SCHEDULE B AND COVER ARE ATTACHED
This Commitment may be subject to a Cancellation Fee**

Exhibit "A"

Parcel 1

That part of Lots 3 and 4 in Block 256 of the Subdivision of Military Plaza, as adopted by the Mayor and Council of the City of Tucson on December 4, 1899, according to Book 1 of Maps, Page 24 , records of Pima County, Arizona, being a subdivision of a portion of the area entitled "Occupied by the Military" shown on the map of the City of Tucson, recorded in Book 3 of Maps, Page 70 , records of said county, described as follows:

Beginning at a point on the North line of said Lot 3, which is 5 feet East of the Northwest corner thereof;

THENCE South, parallel with the West line of said Lot, 98 feet to the South line of said Lot;

THENCE West, along the South line of said Lots 3 and 4, 40 feet to the East line of the property described in Docket 6147, Page 242 ;

THENCE North, along the East line of said property, 35 feet to the Northeast corner thereof;

THENCE West, along the North line of said property, 5 feet to the East line of the property described in Docket 7309, Page 553 ;

THENCE North, along the East line of said property, 63 feet to the North line of said Lot 4;

THENCE East, along the North line of said Lots 4 and 3, 45 feet to the POINT OF BEGINNING;

EXCEPT therefrom that part of said Lot 3 described in the Deeds recorded in Docket 50, Page 2 and in Docket 4093, Page 325 , described as follows:

Beginning at a point on the North line of said Lot 3 which is 70 feet West of the Northeast corner thereof;

THENCE West, along said North line, 0.26 feet to the outside face of Northeast corner of a store building;

THENCE South, along the outside of the East wall of said building, 98 feet, more or less, to a point on the South line of said Lot 3 which is 70.16 feet West of the Southeast corner thereof;

THENCE East, along said South line, 0.16 feet;

THENCE North, parallel to the East line of said Lot, 98 feet to the POINT OF BEGINNING.

Parcel 2

The East 70 feet of Lot 3 in Block 256 of THE CITY OF TUCSON, Pima County, Arizona, according to the plat of record showing the subdivision of "MILITARY PLAZA" recorded in the office of the Pima County Recorder, in Book 1 of Maps, Page 24 , and in Book 3 of Maps, Page 70 .

Parcel 3

That certain strip or parcel of land in Lot 3, Block 256 of THE CITY OF TUCSON, Pima County, Arizona, according to the plat of record showing the subdivision of "MILITARY PLAZA" recorded in the office of the Pima County Recorder, in Book 1 of Maps, Page 24 , and in Book 3 of Maps, Page 70, described as follows:

BEGINNING at a point on the North boundary of said Lot 3, distance 70 feet West of the Northeast corner of said Lot 3:

THENCE West along the North boundary of said Lot 3, a distance of .26 feet to a point at the outside Northeast corner of the East brick wall of a store building;

THENCE South along the outside of the East wall of said store building to a point on the South boundary of said Lot 3, distance 70.16 feet from the Southeast corner of said Lot 3:

THENCE East along the South boundary of said Lot 3, a distance of .16 foot:

THENCE North and parallel with the East boundary of said Lot 3, a distance of 98 feet to the TRUE POINT OF BEGINNING.

**SCHEDULE B
Section 1**

REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same request, if available, either with or without charge as appears appropriate.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

1. *** 48 HOURS PRIOR TO TAKING SIGNATURES *******

FURNISH the Company with a properly executed Commercial Owners Affidavit, including proper Estoppel(s) by the Owner itemizing all Leases, identifying Lessee, date of Lease, Terms and any options to renew. SAID CERTIFICATE SHALL ALSO STATE THAT NONE OF THE LEASES REFERRED TO THEREIN CONTAIN A FIRST RIGHT OF REFUSAL OR OPTION TO PURCHASE.

2. Record Deed from City of Tucson, a municipal corporation to Proposed Insured.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

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

The vesting documents and conveyances affecting said land recorded within 50 years of the date of this report are as follows:

Deed recorded June 18, 1991 in [Docket 9062 at page 304](#) and recorded May 15, 1998 in [Docket 10797 page 2303](#)

Order Number: 122160 3rd Amendment

NOTE: Taxes for the full year 2015 are exempt:
Parcel No.: 117-17-0050

NOTE: Taxes for the full year 2015 are exempt:
Parcel No.: 117-17-0030

THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE FIDELITY NATIONAL TITLE

PLEASE DIRECT ANY TITLE INQUIRES TO Marianne Bourdeau at marianne@metrotitleaz.com

END OF SCHEDULE B - Section 1

SCHEDULE B
Section 2

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys fees or expenses) that arise by reason of:

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company

1. (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.
 2. 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.
 3. Easements, liens or encumbrances, of claims thereof, that are not shown by the Public Records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
 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.
 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.
 7. Defects, liens, encumbrances, adverse claims or other matters, in any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
 8. Taxes for the full year 2017, a lien, not yet due or payable.
 9. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
 10. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat(s) of said subdivision.
 11. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
 12. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
- This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
13. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Right of Way Easement recorded in [Docket 8914 at page 1703](#)

Order Number: 122160 3rd Amendment

14. THE EFFECT of Resolution No. 17998 by the Mayor and Council of the City of Tucson recorded in [Docket 10787 page 1386](#)

Concerning: Tucson Community Cable Corporation

15. THE EFFECT of Resolution No. 17958 by the Mayor and Council of the City of Tucson recorded in [Docket 10797 page 2294](#)

Concerning: Relating to Real Property.; Authorizing and Approving the Acquisition of Certain Parcels of Real Property from the Arizona Board of Regents Acting on Behalf of the University of Arizona

16. THE EFFECT of Resolution No. 21150 by the Mayor and Council of the City of Tucson recorded in [Docket 13439 page 3101](#)

Concerning: Relating to Outside Agency Activities; Authorizing and Approving the Amended and Restated Master Operating Agreement and Lease Agreement for 124 E. Broadway with Tucson Community Cable Corporation (TCCC) DBA Access Tucson; And Declaring and Emergency

17. Waiver of all present and future claims against the City of Tucson for drainage of flowage of water and debris in, on, over and across any portion of said property and improvements as set forth in instrument recorded in [Docket 7193 page 984](#)

18. RIGHTS OF PARTIES in possession.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

END OF SCHEDULE B – Section 2