

Order Number: AZ17475



**Chicago Title Insurance Company**  
**COMMITMENT FOR TITLE INSURANCE**

**Issued by**

**Chicago Title Insurance Company**

*Chicago Title Insurance Company, a Missouri 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, Chicago 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:

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

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/>>.*

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**Chicago 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, 12<sup>th</sup> 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.

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### **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.

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**SCHEDULE A**

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1. Effective date: **July 11, 2012 at 7:45 AM**

2. Policy or Policies to be issued:	Amount of Insurance
(a) 2006 A.L.T.A. Owners	

Owner's Premium	<b>\$0.00</b>
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Propose Insured:  
**Proposed Insured**

Amount of Insurance

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

Loan Premium	<b>\$0.00</b>
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Endorsements:

Endorsement Premium(s)	<b>\$\$0.00</b>
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Proposed Insured:

(c) Leasehold	\$
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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:  
**Castle Arch Kingman, LLC, a Nevada Limited Liability Company, as to Parcels I and II and Castle Arch Real Estate Investment Co., LLC, a California Limited Liability Company, as to Parcels III, IV and V**

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

**See attached Exhibit "A"**

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

**Exhibit "A"**

**Parcel I:**

**Parcel 10-13 (Long Mountain Ranches), as shown on Record of Survey plat recorded September 30, 1992 in Book 9 of Records of Surveys at pages 44-44D, records of Mohave County, Arizona and being a division of Section 10, Township 22 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.**

**Parcel II:**

**Parcel 189 shown on Roadway Easement plat recorded September 1, 1978 in Book 489, page 70 of official Records and Book 1 of Records of Surveys, page 78, being a portion of the North half (N1/2) of Section 29, Township 23 North, Range 16 West of the Gila and Salt Base and Meridian, Mohave County, Arizona; and**

**EXCEPT all coal, oil, gas and minerals as reserved by instrument recorded in Book 91 of Deeds, page 51; and**

**EXCEPTING all rights for minerals, oils, coal, and gas, as reserved by instrument recorded in Book 591, page 200 of Official records.**

**Parcel III:**

**Parcel B2, as shown on Amended Record of Survey Plat recorded November 10, 2004, in Book 27 of Records of Surveys, page 16, records of Mohave County, Arizona, and being a division of Section 10, Township 22 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.**

**Parcel IV:**

**That portion of Parcel "C1", as shown on record of Survey Plat recorded June 6, 2005, in Book 28 of Records of Surveys, page 60, records of Mohave County, Arizona, and being a division of Section 15, Township 22 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona and being more particularly described as follows:**

**Beginning at the Southwest Section Corner of said Section 15 and running thence, North 00 degrees 10 minutes 00 seconds East, along the West line of said Section 15, a distance of 2640.81 feet to the West one-quarter Section Corner of said Section 15;**

**Thence South 89 degrees 49 minutes 06 seconds e along the East-West Center Line of said Section 15, a distance of 2643.25 feet to the Northeast corner of the Southwest quarter of said Section 15;**

**Thence South 00 degrees 09 minutes 54 seconds West, along the North-South Center Line of said Section 15, a distance of 2640.91 feet to South one-quarter Section Corner of said Section 15;**

**Thence North 89 degrees 48 minutes 58 seconds West, along the South line of said Section 15, a distance of 2643.34 feet to the True Point of Beginning; and**

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**EXCEPT that parcel of land located within the parcel of land described above and being described as follows:**

**Commencing at the Southwest Section Corner of said Section 15 and running thence, North 00 degrees 10 minutes 00 seconds East, along the West line of said Section 15, a distance of 42.00 feet;**

**Thence South 89 degrees 48 minutes 58 seconds East, 42.00 feet to the True Point of Beginning;**

**Thence North 00 degrees 10 minutes 00 seconds e, along a line lying 42.00 feet East of and parallel with the West line of said Section 15, a distance of 465.00 feet;**

**Thence South 89 degrees 48 minutes 58 seconds e, 465.00 feet;**

**Thence South 00 degrees 10 minutes 00 seconds West, 465.00 feet;**

**Thence North 89 degrees 48 minutes 58 seconds West, along a line lying 42.00 feet North of and parallel with the South line of said Section 15, a distance of 465.00 feet to the Point of Beginning.**

**Parcel V:**

**That portion of Parcel "D", as shown on record of Survey Plat recorded November 14, 2005, in Book 29 of Records of Surveys, page 98-98A, records of Mohave County, Arizona, and being a division of Section 22, Township 22 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona and being more particularly described as follows:**

**Beginning at the Northwest Section Corner of said Section 22 and running thence, South 89 degrees 48 minutes 58 seconds e, along the North line of said Section 22, a distance of 1883.92 feet;**

**Thence South 00 degrees 08 minutes 31 seconds West, 1271.71 feet;**

**Thence South 89 degrees 48 minutes 58 seconds West, 1417.22 feet;**

**Thence South 00 degrees 08 minutes 31 seconds West, 466.68 feet;**

**Thence North 89 degrees 48 minutes 58 seconds West, 466.70 feet to a point on the West line of said Section 22;**

**Thence North 00 degrees 08 minutes 31 seconds e, along the West line of said Section 22, a distance of 1738.39 feet to the Point of Beginning; and**

**EXCEPT an undivided ½ interest in and to all oil, gas, hydrocarbons, coal, minerals and mineral rights, as reserved in instrument recorded in Book 2512, page 68 of Official Records.**

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**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. PAY taxes for the full year 2011**

**Parcel No.: 310-28-013 - Parcel I**

**Full Year Amount: \$2,612.62**

**Plus any additional costs, if applicable**

**2. PAY taxes for the full year 2010**

**Parcel No.: 310-28-013 - Parcel I**

**Full Year Amount: \$1,210.04**

**Plus any additional costs, if applicable**

**3. PAY taxes for the full year 2009**

**Parcel No.: 310-28-013- Parcel I**

**Full Year Amount: \$544.66**

**Plus any additional costs, if applicable**

**4. PAY taxes for the full year 2011**

**Parcel No.: 331-31-010 - Parcel II**

**Full Year Amount: \$993.40**

**Plus any additional costs, if applicable**

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**5. PAY taxes for the full year 2010**

**Parcel No.: 331-31-010 - Parcel II**

**Full Year Amount: \$1,542.39**

**Plus any additional costs, if applicable**

**6. PAY Certificate of Purchase No. 2009014569:**

**Tax Parcel No.: 331-31-010 - Parcel II**

**Full Amount: \$1,581.35**

**Plus all additional costs**

**7. PAY taxes for the full year 2011**

**Parcel No.: 310-30-006 - Parcel IV**

**Full Year Amount: \$14,664.64**

**Plus any additional costs, if applicable**

**8. PAY taxes for the full year 2010**

**Parcel No.: 310-30-006 - Parcel IV**

**Full Year Amount: \$29,049.79**

**Plus any additional costs, if applicable**

**9. PAY taxes for the full year 2011**

**Parcel No.: 310-15-018 - Parcel V**

**Full Year Amount: \$6,903.38**

**Plus any additional costs, if applicable**

**10. PAY taxes for the full year 2010**

**Parcel No.: 310-15-018 - Parcel V**

**Full Year Amount: \$15,051.12**

**Plus any additional costs, if applicable**

**11. PAY Certificate of Purchase No. 2009008020:**

**Tax Parcel No.: 310-15-018 - Parcel V**

**Full Amount: \$1,353.33**

**Plus all additional costs**

**12. PAY taxes for the full year 2011**

**Parcel No.: 310-30-009 - Parcel IV**

**Full Year Amount: \$9,380.24**

**Plus any additional costs, if applicable**

**13. PAY taxes for the full year 2010**

**Parcel No.: 310-30-009 - Parcel IV**

**Full Year Amount: \$2,451.22**

**Plus any additional costs, if applicable**

**14. PAY Certificate of Purchase No. 2009008040:**

**Tax Parcel No.: 310-30-009 - Parcel IV**

**Full Amount: \$2,236.03**

**Plus all additional costs**

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**15. PAY taxes for the full year 2011**

**Parcel No.: 310-15-020 - Parcel V**

**Full Year Amount: \$13,021.68**

**Plus any additional costs, if applicable**

**16. PAY taxes for the full year 2010**

**Parcel No.: 310-15-020 - Parcel V**

**Full Year Amount: \$29,248.37**

**Plus any additional costs, if applicable**

**17. PAY Certificate of Purchase No. 2009008021:**

**Tax Parcel No.: 310-15-020 - Parcel V**

**Full Amount: \$2,640.71**

**Plus all additional costs**

**18. PAY taxes for the full year 2011**

**Parcel No.: 310-28-019 - Parcel III**

**Full Year Amount: \$1,799.84**

**Plus any additional costs, if applicable**

**19. PAY taxes for the full year 2010**

**Parcel No.: 310-28-019 - Parcel III**

**Full Year Amount: \$1,514.74**

**Plus any additional costs, if applicable**

**20. PAY Certificate of Purchase No. 2009008039:**

**Tax Parcel No.: 310-28-019 - Parcel III**

**Full Amount: \$4,703.62**

**Plus all additional costs**

**21. PAYMENT OF any and all assessments.**

**22. Furnish Metro Title Agency a completed Owner's Affidavit prior to closing. The right is reserved to make additional exceptions and/or requirements upon review.**

**23. RECORD FULL Satisfaction of Mortgage set forth as follows:**

**Amount: \$1,280,000.00**

**Mortgagoror: Castle Arch Kingman, LLC, a Nevada Limited Liability Company**

**Mortgagee: Castle Arch Secured Developemtn Fund, L.L.C., a Nevada Limited Liability Company**

**Dated: March 25, 2008**

**Recorded: April 28, 2008**

**Book: 7184**

**Page: 219**

**As to Parcel I**

**24. RECORD FULL Satisfaction of Mortgage as set forth as follows:**

**Amount: \$3,325,892.81**

**Mortgagoror: Castle Arch Kingman, LLC, a Nevada Limited Liability Company**

**Mortgagee: Castle Arch Secured Developemtn Fund, L.L.C., a Nevada Limited Liability Company**

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Dated: June 30, 2009  
Recorded: July 2, 2009  
Book: 7523  
Page: 934

AND THEREAFTER Partial Release as to Parcel II recorded Book 7662 at page 529

25. FURNISH plat of survey acceptable to the Company. The right is reserved to make additional requirements or exceptions upon examination of said plat.

NOTE: The plat of survey furnished to satisfy the above requirements must be made by a Registered Land Surveyor, showing proper ties to locating monuments, location of the improvements on the premises, easements or rights-of-way, over or under the property, together with any encroachments or projections, fences or any other matters affecting the use and occupancy of the premises, and CERTIFICATION BY said Land Surveyor shall read as follows:

To Metro Title Agency of AZ, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 6, 8, 10 and 11. The field work was completed on -----.

Date of Plat or Map:----- (Surveyor's signature, printed name and seal with Registration/License Number)

Upon furnishing of said plat, any matters disclosed by said plat will be added to Schedule B.

NOTE: Should Zoning coverage be requested, items 7a, 7b, and 7c of Table A, and the type and number of parking spaces must be included.

26. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:

Castle Arch Kingman, LLC, a Nevada Limited Liability Company

27. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

Castle Arch Kingman, LLC, a Nevada Limited Liability Company

28. 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 following conveyances affecting said land were recorded within Twenty-four (24) months of the date of this report:

Insured Deed recorded March 9, 2007 in Book 6703 at page 207, as to Parcel I;

Insured Deed recorded November 26, 2008 in Book 7357 at page 629, as to Parcel II;

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**Insured Deed recorded February 2, 2006 in Book 6090 at page 672, as to Parcel III;**

**Insured Deed recorded April 27, 2006 in Book 6233 at page 866, as to Parcels IV and V; and**

**Uninsured Deed recorded January 13, 2006 in Book 6057 at page 371.**

**THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE CHICAGO TITLE INSURANCE COMPANY**

**PLEASE DIRECT ANY TITLE INQUIRES TO Marianne Bourdeau at (520) 344-9930**

**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 2012, 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. Established and/or existing roads, highways, rights-of-way or easements.**
- 11. Easements and all other matters shown on the recorded plat(s) of said subdivision.**
- 12. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.**
- 13. 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.**
- 14. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts**
- 15. Easement(s) for pipeline and rights incident thereto as set forth in Book 68 at page 296.**

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16. The right to enter upon said land, prospect for, mine and remove all coal, oil, gas and other mineral deposits as reserved in Deed recorded in Book 91 of Deeds at page 51.
17. The rights of the Santa Fe Pacific Railroad Company, its successors and assigns as reserved in Deed recorded in Book 91 of Deeds at page 51.
18. MATTERS SHOWN ON SURVEY recorded in Book 1 of Records of Surveys at page 78; Book 25 of Records of Surveys at pages 5 and 6; Book 27 of Records of Surveys at page 16; Book 28 of Records of Surveys at page 60; and in Book 29 of Records of Surveys at page 98.
19. Easement(s) and rights incident thereto as set forth in Book 531 at page 200.
20. The rights in connection with the mineral estate as reserved in Deed recorded in Book 1844 at page 11.
21. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Grant of Easement and Right-of-Way recorded in Book 2147 at page 240.
22. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Memorandums of Agreements recorded in Book 7237 at pages 133 and 136.
23. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in instruments recorded in Book 7316 at page 161 and in Book 7120 at page 942.
24. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Development Agreement recorded in Book 7321 at page 600.
25. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Agreement recorded in Book 7347 at page 111.
26. THE EFFECT Resolution No. 2008-351 by the Board of Supervisors of Mohave County recorded in Book 7347 at page: 173
27. Memorandum of Paid-Up Oil and Gas Lease, and the terms and conditions thereof:  
Recorded: December 8, 2010  
Document No.: 2010071524
28. Location of improvements, easements, discrepancies, conflicts in boundary lines, shortage of area, encroachments, or any other facts which a correct survey would disclose.
29. Rights of parties in possession.

END OF SCHEDULE B – Section 2