



Commonwealth Land Title Insurance Company

## CONDITION OF TITLE REPORT

**Commonwealth Land Title Insurance Company, a Nebraska corporation,**  
herein called the Company,

*SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF THE APPLICATION FOR THIS CONDITION OF TITLE REPORT, WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND MADE A PART HEREOF*

### *REPORTS*

*To the party named in Schedule A, that as disclosed by the Title Instruments, the ownership of and the defects, liens and encumbrances against the Interest in the Land are as shown in Schedule B.*

*Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at the issuing office or to:*

*Commonwealth Land Title Insurance Company  
Attn: Claims Administration  
P.O. Box 45023,  
Jacksonville, Florida 32232-5023*

*THIS REPORT IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE, OR COPY THEREOF, IS ATTACHED HERETO.*

**Commonwealth Land Title Insurance Company**

Countersigned:

By: *Natalie Bombardier*  
Authorized Officer or Agent



By: *Michael J. Nolan*  
Michael J. Nolan  
President

ATTEST: *Marjorie Nemzura*  
Marjorie Nemzura  
Secretary

## **CONDITION OF TITLE REPORT**

### **SCHEDULE A**

Fee: **\$0.00**  
Liability: **\$5,000.00**  
Date of Report: **December 5, 2022 at**

1. Name of Party:
  
  
2. The Interest referred to in the Application is:  
  
**A FEE**
  
3. The Land referred to in the Application is described as follows:  
  
**See Exhibit A attached hereto and made a part hereof.**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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

Exhibit A

A portion of Section 27, Township 16 North, Range 31 East of the Gila and Salt River Base and Meridian, Apache County, Arizona described as follows:

COMMENCING at Mile Post Marker 154 of the Arizona and New Mexico State border said corner being a GLO brass cap;

THENCE N 02°18'03" E a distance of 70.13 along the East line of Section 27 to the southeast corner of Lot 321 of Sierra Highlands Ranch – Unit III per Record of Survey in [Book 23 of Land Surveys, Page 182-B](#);

THENCE S 89°59'19" W a distance of 640.36 feet to AL cap 19849 which is the True Point of Beginning;

THENCE S 89°59'19" W a distance of 299.52' to an Al. Cap 19849;

THENCE N 01°33'31" W a distance of 204.87' to an Al. Cap 19849;

THENCE East a distance of 335.53' to an Al. Cap 19849;

THENCE S 8°27'26" W a distance of 206.98' to which is the POINT OF BEGINNING

Excepting a 30' easement on the south and west boundary.

EXCEPTING from the above all coal and other minerals as reserved in Paten from the United States of America

AND ALSO EXCEPTING from the above all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as specifically reserved in patent from United States of America.

EXCEPTING all rights for minerals, oils coals and gas

APN:

**CONDITION OF TITLE REPORT****SCHEDULE B**

Commonwealth Land Title Insurance Company reports that Title Instruments, on the date hereof, disclose:

1. [Ownership of the Interest is in the name of:](#)

**Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under Trust 8701**

2. Real estate taxes:

NOT ASSESSED

3. The following defects, liens and encumbrances (which are not necessarily shown in their order of priority) against the Interest:

The right of entry for the purposes of mining and/or exploration for oil, gas and minerals as set forth in Book 30 of Deeds, Page 500

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Jaralosa Cattle Company  
Purpose: water overflow and access thereto  
Recording Date: January 26, 2021  
[Recording No:](#) [2021-685](#)

Easements, covenants, conditions and restrictions as set forth on the recorded plat of subdivision Sierra Highlands Ranch – Unit III per Survey recorded in [Book 23 of Land Surveys, Page 182](#) ( [Book 23, Page 182-B](#))

Failure of this property to be assessed for tax purposes.

4. The following matters are disclosed by name only and the Company, without additional information, is unable to determine whether any or all of these matters are defects, liens or encumbrances against the Interest:

## APPLICATION FOR THE ISSUANCE OF CONDITION OF TITLE REPORT

Applicant is in the process of investigating the Ownership of and defects, liens and encumbrances against an Interest in Land. As a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Report based upon the hereinafter defined Title Instruments, which Report will disclose the Ownership of and defects, liens and encumbrances against the hereinafter identified Interest in the hereinafter described Land. Applicant does not at this time need nor desire the benefit or protection afforded by a Policy of Title Insurance. The Report provided will be solely for the purpose of facilitating Applicant's investigation and for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Report shall mean:
  - a. Applicant – The party or parties who have executed this Application and who are named in the Report.
  - b. Company – The Title Insurance Company making the Report.
  - c. Report – Condition of Title Report.
  - d. Land – The real property described in the Application.
  - e. Interest – The Estate in the Land described on the Application.
  - f. Ownership – The Vesting of title to the Interest identified in the Application.
  - g. Title Instruments:
    1. Documents recorded in the Office of the County Recorder of the County in which the land is located reviewed by the Company to facilitate the Company's issuance of title insurance policies excluding therefrom, however, any documents pertaining to (a) unpatented mining claims, (b) patents, (c) water rights, claims or title to water, (d) the lease, grant, exception or reservation of minerals or mineral rights.
    2. Documents, obtained by the Company to facilitate the issuance of title insurance policies, relating to the payment of Real Estate Taxes levied on the Interest in the Land excluding therefrom, however, any special assessments which are not collected by the Tax Collector for the County in which the Land is located.
2. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**
3. The Interest in the Land is a:
  - ☐ a. Fee
  - ☐ b. Leasehold created by .
  - ☐ c. Other .
4. Applicant specifically instructs the Company to set forth in the Report only the Ownership of and defects, liens and encumbrances against the Interest in the Land as disclosed by the Title Instruments. Applicant understands that during the course of preparing the Report, the Company may become aware of other matters pertaining to the Land or other Interests therein. Even if the company knows or would have reason to know Applicant may have an interest in these other matters, Applicant imposes no duty or responsibility on the Company to disclose those matters to Applicant either through the Report or otherwise.
5. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND AGREES:
  - a. That the Company's sole obligation under the Report, and this Application, shall be to set forth the Ownership of and defects, liens and encumbrances against the Interest in the Land as disclosed by the Title Instruments.
  - b. That the Company shall not be obligated under this Report to pay costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.
  - c. That the Report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.

- d. That the Company's liability under the Report for an error or omission is, as stated below, limited and that if Applicant desires that the Company assume additional liability, a Policy of Title Insurance, Binder, Commitment, or Guarantee should be requested.
- e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of this Application and the Report.
- f. That the Report is not valid and the Company shall have no liability thereunder unless this Application is attached thereto.

### **LIMITATION OF LIABILITY**

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS REPORT SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO SET FORTH THE OWNERSHIP OF AND DEFECTS, LIENS AND ENCUMBRANCES AGAINST THE INTEREST IN THE LAND AS DISCLOSED BY THE TITLE INSTRUMENTS, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED LOSS TO THE APPLICANT; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF FIVE THOUSAND DOLLARS (\$5,000.00).

ACCORDINGLY, APPLICANT REQUESTS THAT THE REPORT BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE REPORT.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTOOD ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(This Application must be signed by the Applicant or an agent  
representing the Applicant.)

APPLICANT:

MAILING ADDRESS:

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

AGENT FOR  
APPLICANT:

MAILING ADDRESS:

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone