



STATE OF ARIZONA LAND DEPARTMENT  
1616 W. ADAMS  
PHOENIX, AZ 85007

RUN DATE 15-NOV-2006  
RUN TIME: 07:57:40  
APPENDIX A  
PAGE: 001

KE-LEASE#: 016-110391-00-000 APPTYPE: NEW  
AMENDMENT#: 0

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LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
01.0-N-10.0-E-31-11-031-9005	M&B THRU S2SE	0.00	5.690
01.0-N-10.0-E-32-11-030-9007	M&B THRU S2NESW NWNWSWSW	0.00	4.810
01.0-S-10.0-E-06-11-031-9002	M&B THRU LOT 2	0.00	1.900
TOTALS:		0.00	12.400

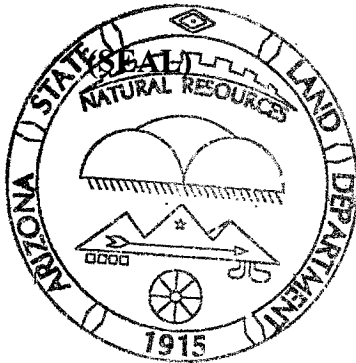
IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR  
Arizona State Land Commissioner

By: Paul Baser 12-12-06  
Date

PINAL COUNTY  
GRANTEE

By: Greg Stanley 12-04-2006  
Date  
Greg Stanley  
Pinal County Public Works Director




PO Box 727

Address

Florence, AZ 85232

City

State Zip

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN 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 EXTRACTIONAL 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**

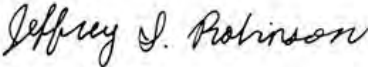
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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 Policy Amount 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**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## 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.
- (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.

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- (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.
- (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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 <b>First American Title™</b>	<b>Commitment For Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

**Transaction Identification Data for reference only:**

Issuing Agent: Title Security Agency, LLC  
 Issuing Office: 6390 E. Tanque Verde, Tucson, AZ 85715  
 Issuing Office's ALTA® Registry ID:  
 Loan ID No.:  
 Commitment No.: 600-154684  
 Issuing Office File No.: 600-154684  
 Property Address: vacant land and Arizona State Land Lease 05-71, Pinal County, AZ

File No.: 600-154684-TS  
 Escrow Officer: Latisha Sopha

1. Commitment Date: January 8, 2020 at 12:00 AM  
 Amended: No.:
2. Policy (or Policies) to be issued:
  - a. ALTA Standard Owners Policy (6-17-06)  
 Proposed Insured: Michael J. Doyle and Amy J. Doyle, husband and wife  
 Proposed Policy Amount: \$1,645,630.00
  - b. ALTA Extended Loan Policy (06-17-06)  
 Proposed Insured: Farm Credit West  
 Proposed Policy Amount: \$1,160,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee as to Parcels 1, 2, and 3, and a Leasehold under the terms and conditions of the lease set forth in Exhibit A-1 attached hereto as to Parcels 4 through 28.
4. The Title is, at the Commitment Date, vested in:  
 Charles E. Backus and Judith A. Backus, Trustees of The Backus Family Trust under Agreement Dated June 23, 1997, as to Parcels 1, 2 and 3, and Charles E Backus and Judith A. Backus, husband and wife as to Parcels 4 though 28.
5. The Land is described as follows:  
 SEE EXHIBIT A ATTACHED HERETO

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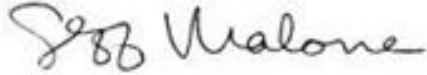


**Note:** Please direct all inquiries and correspondence to:

**Title Security Agency, LLC**  
Latisha Sopha  
421 E. Cottonwood Lane  
Casa Grande, AZ 85122  
Phone: (520)426-4600  
[www.titlesecurity.com](http://www.titlesecurity.com)

**Title Security Agency, LLC, Authorized Representative for First American Title Insurance Company**  
**Jeff Malone - JM**

Title Officer  
Typist



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Authorized Representative

(This Schedule A valid only when Schedule B is attached)

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## EXHIBIT A

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

Parcel 1:

A portion of the South half of Section 32, Township 1 North, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, ore particularly described as follows:

Commencing at the Southeast corner of said Section 32, being marked with a General Land Office Brass Cap and from which point the South 1/4 corner of Section 32, also marked with a General Land Office brass cap, bears North 89 degrees 57 minutes 39 seconds West, 2633.88 feet distant therefrom;

thence North 89 degrees 57 minutes 39 seconds West, 1316.94 feet, to the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 32, also being the Southeast corner of that certain parcel of land conveyed by the Warranty Deed recorded at Fee No. 2011-027189, Pinal County records, also being the Point of Beginning;

thence North 89 degrees 57 minutes 39 seconds West, 658.47 feet, along the South line of said Warranty Deed;

thence North 00 degrees 05 minutes 17 seconds West, 660.03 feet, along the West line of said Warranty Deed;

thence North 89 degrees 57 minutes 32 seconds West, 658.74 feet, along the South line of said Warranty Deed;

thence North 89 degrees 57 minutes 53 seconds West, 1319.44 feet, continuing along the South line of said Warranty Deed;

thence North 00 degrees 08 minutes 22 seconds West, 660.15 feet, along the West line of said Warranty Deed;

thence North 89 degrees 57 minutes 38 seconds West, 989.82 feet, along the South line of said Warranty Deed;

thence North 00 degrees 09 minutes 36 seconds West, 660.22 feet, along the West line of said Warranty Deed;

thence South 89 degrees 57 minutes 24 seconds East, 990.06 feet, along the North line of said Warranty Deed;

thence South 00 degrees 08 minutes 22 seconds East, 660.15 feet, along the East line of said Warranty Deed;

thence South 89 degrees 57 minutes 38 seconds East, 1319.76 feet, along the North line of said Warranty Deed:

thence North 00 degrees 06 minutes 42 seconds West, 660.06 feet, along the West line of said Warranty Deed;

thence South 89 degrees 57 minutes 17 seconds East, 659.29 feet, along the North line of said Warranty Deed;

thence South 00 degrees 05 minutes 17 seconds East, 660.03 feet, along the East line of said Warranty Deed;

thence South 89 degrees 57 minutes 24 seconds East, 659.01 feet, along the North line of said Warranty Deed;

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## **EXHIBIT A**

(Continued)

thence South 00 degrees 03 minutes 52 seconds East, 1320.01 feet, along the East line of said Warranty Deed to The Point of Beginning.

Parcel 2:

A portion of the Southeast quarter of Section 32, Township 1 North Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of the Southeast quarter, being marked with a General Land Office brass cap and from which point the Southwest corner of said Southeast quarter, also marked with a General Land Office brass cap, bears North 89 degrees 57 minutes 39 seconds West, 2633.88 feet distant therefrom;

thence North 89 degrees 57 minutes 39 seconds West, 658.47 feet, along the South line of said Southeast quarter to the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 32;

thence North 89 degrees 57 minutes 39 seconds West, 658.47 feet, continuing along said South line to a point on the West line of the East half of said Southeast quarter of Section 32;

thence North 00 degrees 03 minutes 52 seconds West, 1650.02 feet, along said West line to a point on the North line of the South half of the South half of the Northeast quarter of the Southeast quarter of Section 32;

thence South 89 degrees 57 minutes 20 seconds East, 843.30 feet, along said North line to the Point of Beginning;

thence South 15 degrees 19 minutes 24 seconds West, 342.08 feet;

thence South 00 degrees 01 minutes 02 seconds East, 100.00 feet;

thence South 34 degrees 32 minutes 34 seconds East, 680.17 feet, to a point on the South line of the Northeast quarter of the Southeast quarter of said Southeast quarter of Section 32;

thence South 89 degrees 57 minutes 32 seconds East, 180.00 feet, along said South line to a point on the East line of said Southeast quarter of Section 32;

thence North 00 degrees 01 minutes 02 seconds West, 989.94 feet, along said East line to a point on the North line of the South half of the South half of the Northeast quarter of said Southeast quarter of Section 32;

thence North 89 degrees 57 minutes 20 seconds West, 475.00 feet, along said North line to the Point of Beginning;

Together With an easement for ingress, egress, and public utilities over the following described parcel;

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## **EXHIBIT A**

(Continued)

A strip of land lying in the Southeast quarter of Section 32, Township 1 North , Range 10 East of the Gila and Salt Meridian, Pinal County, Arizona, said strip being 60.00 feet in width, lying 30.00 feet on both sides of the following described centerline;

Commencing at the Southeast corner of said Southeast quarter, being marked with a General Land Office brass cap and from which point the Southwest corner of said Southeast quarter, also marked with a General Land Office brass cap, bears North 89 degrees 57 minutes 39 seconds West, 2633.88 feet distant therefrom;

thence North 89 degrees 57 minutes 39 seconds West, 1316.94 feet, along the South line of said Southeast quarter to a point on the West line of the East half of said Southeast quarter of Section 32;

thence North 00 degrees 03 minutes 52 seconds West, 1604.66 feet, along said West line to a point on the approximate centerline of an existing dirt road, being the Point of Beginning;

thence South 88 degrees 20 minutes 18 seconds East, 182.32 feet, along said dirt road to a point of curvature;

thence along a curve to the right having a radius of 200.00 feet, a central angle of 17 degrees 01 minutes 50 seconds and an arc length of 59.45 feet, continuing along said dirt road;

thence South 71 degrees 18 minutes 28 seconds East, 113.66 feet, continuing along said dirt road to a point of curvature;

thence along a survey to the right having a radius of 116.74 feet, a central angle of 41 degrees 28 minutes 00 seconds and an arc length of 84.49 feet, continuing along said dirt road;

thence South 29 degrees 50 minutes 28 seconds East, 19.53 feet, continuing along said dirt road, to a point of curvature;

thence along a curve to the left having a radius of 148.47 feet, a central angle of 80 degrees 26 minutes 19 seconds and an arc length of 208.43 feet, continuing along said dirt road to a point of reverse curvature;

thence along a curve to the right having a radius of 24104 feet, a central angle of 28 degrees 03 minutes 42 seconds and an arc length of 118.05 feet, continuing along said dirt road;

thence South 82 degrees 13 minutes 05 seconds East, 68.00 feet, continuing along said dirt road to the Terminus of said centerline.

The sidelines of said strip of land are to lengthen or shorten to also begin on the West line of the East half of said Southeast quarter of Section 32.

Parcel 3:

A portion of the Southeast quarter of Section 32, Township 1 North, Range 10 East of the Gila and Salt River

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## **EXHIBIT A**

(Continued)

Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter, being marked with a General Land Office brass cap and from which point the Southwest corner of said Southeast quarter, also marked with a General Land Office brass cap, bears North 89 degrees 57 minutes 39 seconds West, 2633.88 feet distant therefrom;

thence North 89 degrees 57 minutes 39 seconds West, 658.47 feet, along the South line of said Southeast quarter to the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 32 being the Point of Beginning;

thence North 89 degrees 57 minutes 39 seconds West, 658.47 feet, continuing along said South line to a point on the West line of the East half of said Southeast quarter of Section 32;

thence North 00 degrees 03 minutes 52 seconds West, 1650.02 feet, along said West line to a point on the North line of the South half of the South half of the Northeast quarter of said Southeast quarter of Section 32;

thence South 89 degrees 57 minutes 20 seconds East, 843.30 feet, along said North line;

thence South 15 degrees 19 minutes 24 seconds West, 342.08 feet;

thence South 00 degrees 01 minutes 02 seconds East, 100.00 feet;

thence South 34 degrees 32 minutes 34 seconds East, 680.17 feet, to a point on the South line of the Northeast quarter of the Southeast quarter of said Southeast quarter of Section 32;

thence North 89 degrees 57 minutes 32 seconds West, 478.74 feet, along said South line to a point on the East line of the Southwest quarter of the Southeast quarter of said Southeast quarter of Section 32;

thence South 00 degrees 02 minutes 27 seconds East, 659.98 feet, along said East line to the Point of Beginning.

Parcel 4:

All of Section 29, Township 1 North Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 5:

Lots 3 and 4, the East half and the East half of the Southwest quarter, the South 492 feet of Lot 2, and the South 492 feet of the Southeast quarter of the Northwest quarter of Section 30, Township 1 North , Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 6:

Lots 1 through 4, the East half of the West half, and the East half of Section 31, Township 1 North, Range 10 East

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## **EXHIBIT A**

(Continued)

of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 7:

The North half, the North half of the North half of the South half , and the South half of the Northeast quarter of the Southwest quarter of Section 32, Township 1 North, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 8:

The Southwest quarter of the Southwest quarter, the South half of the Southeast quarter and the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 32, Township 1 North, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 9:

The Southeast quarter of the Southeast quarter of the Southeast quarter of Section 32, Township 1 North, Range 10 East of the Gila and Salt River Base and Meridian Pinal County, Arizona.

Parcel 10:

All of Section 33, Township 1 North, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 11:

All of Section 34, Township 1 North, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 12:

All of Section 35, Township 1 North, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 13:

All of Section 36, Township 1 North, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 14:

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## **EXHIBIT A**

(Continued)

Lot 4 and the West half of the Southwest quarter of Section 1, Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 15:

Lots 1 through 4 and the South half of Section 2, Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 16:

Lots 1 through 4 and the South half of Section 3, Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 17:

Lots 1 through 4 and the South half of Section 4, Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 18:

Lots 1 through 4 and the South half of Section 5, Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 19:

Lots 1 through 5 and the Southeast quarter of Section 6, Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 20:

Lots 3 and 4, the Southeast quarter and the East half of the Southwest quarter of Section 7, Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 21:

All of Section 8, Township 1 South Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 22:

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## **EXHIBIT A**

(Continued)

All of Section 9 Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 23:

All of Section 10 Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 24:

All of Section 11 Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 25:

All of Section 15 Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 26:

All of Section 16 Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Except that portion lying in the South half of the Southwest quarter of the Southeast quarter of said Section 16.

Parcel 27:

All of Section 17, Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel 28:

Lots 1 through 4, the East half of the West half and the East half of Section 18, Township 1 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

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**EXHIBIT A**

(Continued)

Exhibit A-1

LEASEHOLD, under the terms and conditions of:

Lease No. 05-71

Lessor Arizona State Land Department  
Lessee Charles E Backus and Judith A. Backus, husband and wife  
Dated July 16, 2017  
Term 10 years  
Recorded Unrecorded  
Document No.  
Docket  
Page

THE LESSEE'S INTEREST was assigned to the party named below as disclosed by Assignment of the State Land Lease:

Dated  
Recorded  
Document No.  
Docket  
Page  
Assignee Michael J. Doyle and Amy J. Doyle, husband and wife

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**SCHEDULE B - PART 1**  
(Continued)

 <b>First American Title™</b>	<b>Commitment For Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

File No.: 600-154684-TS

**REQUIREMENTS**

**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:

- a. Print must be ten-point type (pica) or larger.
- b. 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.
- c. Each instrument shall be no larger than 8 1/2 inches in width and 14 inches in length.

All of the following Requirements must be met:

- A. 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.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. 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.

1. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$475,000.00
Dated	March 28, 2011
Recorded	March 30, 2011
Document No.	2011027190
Docket	
Page	
Trustor	Charles E Backus and Judith A Backus, husband and wife
Trustee	Farm Credit Services Southwest FLCA
Beneficiary	Farm Credit Services Southwest FLCA

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**SCHEDULE B - PART 1**  
(Continued)

2. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$100,000.00
Dated	March 28, 2011
Recorded	March 30, 2011
Document No.	2011027191
Docket Page	
Trustor	Charles E Backus and Judith A Backus, husband and wife
Trustee	Farm Credit Services Southwest PCA
Beneficiary	Farm Credit Services Southwest PCA

Modification of Deed of Trust recorded in Document Number 2016034751  
Modification of Deed of Trust recorded in Document Number 2018034492

3. "TAXES for the year2019 are shown paid in the amount of \$703.62.  
(State Tax Parcel No.104-65-005B)"

4. "TAXES for the year2019 are shown paid in the amount of \$551.18.  
(State Tax Parcel No.106-65-005C)"

5. "TAXES for the year2019 are shown paid in the amount of \$2,300.28.  
(State Tax Parcel No.104-65-006A)"

6. RECORD ASSIGNMENT of State Land Department Grazing Lease from Charles E Backus and Judith A Backus, husband and wife to Michael J. Doyle and Amy J. Doyle, husband and wife

7. Consent to Assignment of State Land Lease by The Arizona State Land Department.

The right is reserved to make additional requirements, or exceptions based on said approval.

8. File Assignment of Lease No. 05-71from Charles E Backus and Judith A Backus, husband and wife to Michael J. Doyle and Amy J. Doyle, husband and wife with the Arizona State Land Department .

9. RECORD Deed from Charles E. Backus and Judith A. Backus, Trustees of The Backus Family Trust under Agreement Dated June 23, 1997 to Michael J. Doyle and Amy J. Doyle, husband and wife.

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.

10. COMPLIANCE with Section 33-404 A.R.S., which states essentially that the names and addresses of the

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**SCHEDULE B - PART 1**  
(Continued)

beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee.

11. 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 The Backus Family Trust under Agreement Dated June 23, 1997.
12. RECORD Deed of Trust to be insured.
13. File Deed of Trust to be insured with the Arizona State Land Department.
14. File Release of :

Lien in favor of Farm Credit Services Southwest FPCA, dated 3/28/11 filed in the State Land Department, and recorded 03/30/2011 in Document 2011-027191 as to leasehold interest (Parcels 4 through 28)

**Lender's Note:** The purported address as disclosed by the **Pinal** County Assessor's office is as follows:

vacant land and Arizona State Land Lease 05-71, Pinal County, AZ

**END OF SCHEDULE B - PART I**

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 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

File No.: 600-154684-TS

**SCHEDULE B, PART II**

**Exceptions**

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.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. 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.
- B. 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.
- C. 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 thereof.
- D. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- E. 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.

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**SCHEDULE B**  
(Continued)

18. Rules and Regulations of the US Department of Interior and / or US Forest Service as such rules and regulations relate to access to, and from, , the land over property controlled by the United States of America.
19. Any matters arising by reason of the inclusion of Sections 29 and 30 of 1 North, 9 East in the Apache Junction Fire District as revealed in instrument recorded in Docket 1599 at Page 858.
20. Ordinance of the Board of Supervisors of Pinal County, Arizona, relating to residential fireplace restrictions, as set froth in instrument recorded in Document Number 2001000756.
21. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Document No. 2004-054317  
Recorded in Docket  
Page  
Purpose utility easements (Section 9, 1 South, Range 10East)
22. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Document No. 2015021350  
and recorded in Document Number 2015021351  
Recorded in Docket  
Page  
Purpose ingress, egress and utilities
23. Affidavit of Affixture recorded in Document Number 2016012419, and rerecorded in Document Number 2016029311.
24. Any failure to comply with the terms, covenants, and conditions of the lease referred to in Schedule A.
25. 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.
26. Right of Way No. 18-116657 in favor of Flood Control District of Maricopa County for 20 rain gauges and service access to 21 gauges, dated 5/22/14 and amended on 8/24/16 and on 6/14/17.
27. Right of Way No. 18-118104 in favor of The Dons of Arizona for non-exclusive access road, dated 02/25/16.
28. Special Land Use Permit No. 23-53757-01 in favor of Daniel J Cooper for apiary site(s), dated 01/16/2014.

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**SCHEDULE B**  
(Continued)

- 29. Special Land Use Permit No. 23-112289-26 in favor of Shelly Donnelly Richardson to operate and maintain horseback trails for guided rides and cookout site, dated 05/05/2014, and name change to Shelly Louise Donnelly filed 05/04/2019.
- 30. Temporary Right of Entry filed in File No. 29-120025-00-100 in favor of EPG, LLC for environmental, archaeological and biological assessments, dated 09/17/2018.

**END OF SCHEDULE B – PART II**

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**First American Title**

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 600202668

### COMMITMENT FOR TITLE INSURANCE

Issued By

*FIRST AMERICAN 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 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 Policy Amount 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**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

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## 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.
- (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; and
- (f) Schedule B, Part II—Exceptions.

### 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.

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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.
  - (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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**First American Title**

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 600202668

*Transaction Identification Data for reference only:*

Issuing Agent: Title Security Agency, LLC

Issuing Office: 6390 E Tanque Verde Road, Tucson, AZ  
85715

Commitment No.: 600202668

Issuing Office File No.: 600202668

Property Address: 000 E. Gold Rush Rd., Apache Junction, AZ  
85217

Revision No.:

Title officer: Edye Glasgow @ (520)577-8707.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Tish Sopha at (520)426-4600

### SCHEDULE A

1. Commitment Date: May 26, 2021 8:00 AM
2. Policies to be issued:
  - (a) ALTA® 2006 Standard Owner's Policy  
Proposed Insured: Amy Doyle  
Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is  
  
Fee
4. The Title is, at the Commitment Date, vested in: GREGORY RUSSELL, TRUSTEE, THE LORNA M. RUSSELL REVOCABLE TRUST u/a dated March 7, 2014
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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**First American Title**

# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 600202668

Commitment No.: 600202668

### 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. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
  - b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
  - c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
6. All of 2020 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$657.38 for the year 2020 under Assessor's Parcel No. 104-65-0010 2.

7. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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8. Record full Satisfaction of Judgment recorded as 2018-016543 of Official Records.  
Court: Justice Court  
Cause No.: TR2011-03256  
Debtor: GREGORY RUSSELL  
Creditor: State of Arizona  
Amount: \$4,596.58, and any other amounts due therein.

Or, in lieu thereof, proper showing that GREGORY RUSSELL, a party to this transaction, is not one and the same person as GREGORY L. RUSSELL, as shown in said Judgment referred to herein.

9. 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 LORNA M. RUSSELL REVOCABLE Trust.
10. Proper showing as to the marital status of Gregory Russell and disposition of any matters disclosed thereby.
11. Proper showing as to the marital status of Amy Doyle and disposition of any matters disclosed thereby.
12. Record Quitclaim Deed from GREGORY RUSSELL, TRUSTEE, THE LORNA M. RUSSELL REVOCABLE TRUST u/a dated March 7, 2014 to Gregory Russell.

NOTE: Said Deed must disclose and identify the names and addresses of the beneficiaries and the Trust Agreement in which the above Trustee is acting pursuant to ARS 33-404.

13. Record Warranty Deed from Gregory Russell to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

NOTE: According to the Public Records, the following matters constitute the chain of title for the 24 month period preceding the Commitment Date hereof  
OR  
the last recorded instrument vesting title to the Land:

An instrument executed by LORNA M. RUSSELL, in favor of GREGORY RUSSELL, TRUSTEE, THE LORNA M. RUSSELL REVOCABLE TRUST u/a dated March 7, 2014, recorded June 18, 2014, as 2014-035151 of Official Records.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land thereon. The Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the Land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be used in connection with this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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**First American Title**

## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 600202668

Commitment No.: 600202668

### SCHEDULE B, PART II

#### Exceptions

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.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, 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 thereof.
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.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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8. Taxes for the full year of 2021.  
(The first half is due October 1, 2021 and is delinquent November 1, 2021. The second half is due March 1, 2022 and is delinquent May 1, 2022.)
9. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.
10. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.
11. All matters as set forth in Resolution No. 91091-PR, recorded September 11, 1997 as 1997-031733 of Official Records.
12. Water rights, claims or title to water, whether or not shown by the public records.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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**First American Title**

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 600202668

File No.: 600202668

The Land referred to herein below is situated in the County of Pinal, State of Arizona, and is described as follows:

PARCEL NO. 1:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions: Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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October 1, 2021

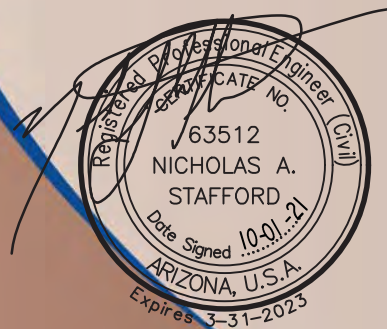
# TELA PERALTA

Pinal County, Arizona

Prepared by:  
**Coe & Van Loo Consultants, Inc.**

4550 N. 12th Street  
Phoenix, AZ 85014  
Contact: Nicholas Stafford, P.E.  
602.264.6831

Job # 1.01. 0371501



**PRELIMINARY DRAINAGE REPORT**

**PRELIMINARY DRAINAGE REPORT**  
**FOR**  
**TELA PERALTA**

*Pinal County, Arizona*

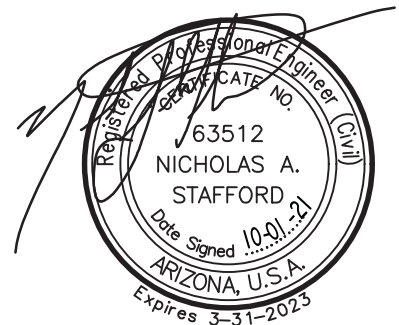
October 1, 2021

*Prepared for:*

**QCUT Holdings LLC**  
**20765 E Gold Rush Road**  
**Gold Canyon, AZ 85118**  
**(602) 320-4209**

*Prepared by:*

**Coe & Van Loo Consultants, Inc.**  
**4550 N. 12th Street**  
**Phoenix, AZ 85014**  
**(602) 264-6831**



**Preliminary Drainage Report for  
Tela Peralta**

**TABLE OF CONTENTS**

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**1.2 Type of Report .....3**

**1.3 Project Description .....3**

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**2.2 Proposed Drainage Network and Grading.....4**

**3.0 OFFSITE WATERSHED CONDITIONS..... 4**

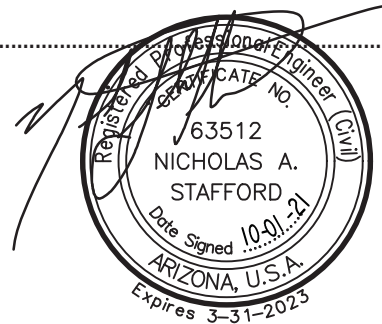
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**5.0 SPECIAL CONDITIONS ..... 5**

**6.0 DATA ANALYSIS METHODS..... 6**

**7.0 CONCLUSIONS..... 6**

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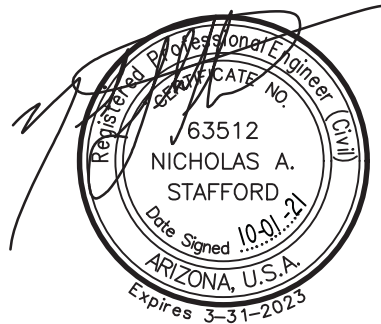
- Appendix A Proposed Site Plan
- Appendix B NOAA Atlas 14 Point Precipitation Frequency Estimates & Normal Depth Results
- Appendix C USGS StreamStats Reports

**Figures**

- Figure 1 Vicinity and Location Map
- Figure 2 Flood Insurance Rate Map (FIRM)

**Plates**

- Plate 1 Drainage Map



## **1.0 INTRODUCTION**

### **1.1 PROJECT NAME/LOCATION**

This project is named Tela Peralta (Project) and it is located approximately 6.5 miles northeast of the Superstition Freeway/Highway 60, east of Gold Canyon, Arizona. The site is located adjacent to an unfinished Gold Rush Road, a dirt/gravel road leading to the Peralta Trailhead of the Superstition Mountains, within Pinal County, Arizona. The site is bounded by undeveloped desert rangeland and mountainous terrain and hillslopes of the Superstition Mountains in Pinal County and Tonto National Forest. A vicinity map has been provided as **Figure 1**. The site is in the southern half of Section 32, Township 1 North, Range 10 East of the Gila and Salt River Base and Meridian (Pinal County APNs #104-65-006A, 104-65-005B, and 104-65-001O).

### **1.2 TYPE OF REPORT**

This is a Preliminary Drainage Report intended to provide an evaluation of offsite hydrology and anticipated stormwater impacts for the proposed Tela Peralta outdoor event and entertainment venue. This report is intended to provide practical preliminary design information and drainage constraints based on a preliminary assessment of existing conditions.

### **1.3 PROJECT DESCRIPTION**

The Project consists of approximately 135 acres of undeveloped mountainous desert terrain in the hillslopes of the southwestern Superstition Mountains. The proposed site improvements and modifications consists of outdoor entertainment areas, including banquet event tents and seating areas, transportation staging areas, temporary lodging units, target shooting ranges, and solar shading canopy structures. There are no street widening improvements proposed, and all local primitive roads will be generally undisturbed. See **Appendix A** for a proposed site plan.

### **1.4 PURPOSE AND OBJECTIVES**

The purpose of this drainage report is to provide an existing conditions evaluation of the site, including impacts from offsite flows, while documenting additional considerations and requirements according to Pinal County drainage criteria [1] [2]. This report also provides drainage constraints and a preliminary analysis of existing washes, including avoidance measures for FEMA Special Flood Hazard Areas (SFHA).

## 2.0 ON-SITE DRAINAGE CONDITIONS

### 2.1 EXISTING CONDITIONS

The existing site is composed of undeveloped mountainous terrain within the Superstition Mountains. The site is accessed via one local unfinished road, Gold Rush Road. Gold Rush Road does not intersect with existing washes within the boundary limits of the Project.

Surface runoff drains naturally to one of the two existing washes traversing the site. See **Figure 1** for a Location & Vicinity Map, **Plate 1** for a Drainage Map, and **Appendix B** for NOAA Atlas 14 Point Precipitation Frequency Estimates.

The existing watercourses impacting the site were analyzed with Normal Depth cross sections to estimate the limits of inundation, flow depths, and velocities of both washes. The hydraulic calculations and results of the analysis are provided in **Appendix B**.

### 2.2 PROPOSED DRAINAGE NETWORK AND GRADING

The Project proposes minimal alterations to the existing mountainous desert terrain. Therefore, the site will continue to drain towards the exiting natural washes according to historical patterns.

No retention basins will be provided for the Project, as the post-developed condition land use is generally unaltered when compared to the pre-developed condition land use. Where grading of the site is unavoidable, sufficient drainage measures will be provided in order to maintain historic drainage patterns. However, due to the impervious nature of rock outcrops and high surface runoff generation anticipated from steep and rocky desert hillslopes, any proposed improvements or modifications are not anticipated to increase flood risk or negatively impact adjacent properties. See **Plate 1** for a Drainage Map.

## 3.0 OFFSITE WATERSHED CONDITIONS

Two significant natural watercourses cross through the site. The 100-year flows (1-percent-flood) conveyed by the watercourses have been approximated using the United States Geological Survey's (USGS) StreamStats and Regional Regression equations, which is an approximate methodology used for estimating the magnitude of flows for varied frequencies in distinct regions of Arizona. The results of the peak flow statistics for the 1-percent-flood indicate approximately 3440-cfs impacting the eastern boundary of the Tela Peralta site, and approximately 1290-cfs impacting the northwestern corner of the site. See **Appendix C** for StreamStats results.

No alterations to the existing washes or floodplains are proposed as part of this Project, and future site improvements and modifications should avoid the effective flood hazard zones.

## 4.0 FLOODPLAIN DESIGNATION

The Pinal County, Arizona and Incorporated Areas Flood Insurance Rate Map (FIRM), panel number 04012C0075E, Map Revised December 4, 2007 [3], indicates the site falls within Zone X and Zone A.

Zone X is defined by FEMA as:

“Areas determined to be outside of the 0.2% annual chance floodplain.”

Zone A is defined by FEMA as:

“No base flood elevations determined.”

See **Figure 2** for an annotated FIRM.

## 5.0 SPECIAL CONDITIONS

Due to the variable nature of proposed site modifications and minor improvements and grading, certain conditions and constraints may impact the location and extents of the future outdoor entertainment venue, including but not limited to the following:

- The placement of permanent or temporary structures should avoid any impacts to the extents of the currently effective Zone A Special Flood Hazard Areas impacting the site. Furthermore, erosion hazard setbacks should be considered for future permanent improvements to limit the risk of potential impacts and lateral migration of the natural wash corridors.
- Future improvements of roadways, including placement of gravel or pavement, will require further evaluation and documentation to meet local site access criteria. Future improvements could necessitate the construction of culvert crossings or additional armoring for roadways crossing or impacting natural desert watercourses.
- Future permanent site disturbances greater than 1.0 acres could require additional evaluation for retention requirements based on the extent of modifications and the addition of impervious surfaces such as hardscaping, pavement, gravel, structure pads, and structures.

## 6.0 DATA ANALYSIS METHODS

The United States Geological Survey's (USGS) StreamStats service utilizes a regression method for estimating the magnitude and frequency of floods in Arizona. This method was developed with unregulated and rural peak-flow data through water year 2010. The software application version is 4.6.2 and the StreamStats Services version is 1.2.22. See **Appendix C** for more information.

Bentley's FlowMaster CONNECT Edition Update 3, version 10.03.00.03 was used to calculate Normal Depth hydraulic cross sections and estimate flow depths, velocities, and inundation limits based on an analysis of the existing site topography and natural desert watercourse. Hydraulic analysis and results are included in **Appendix B**.

## 7.0 CONCLUSIONS

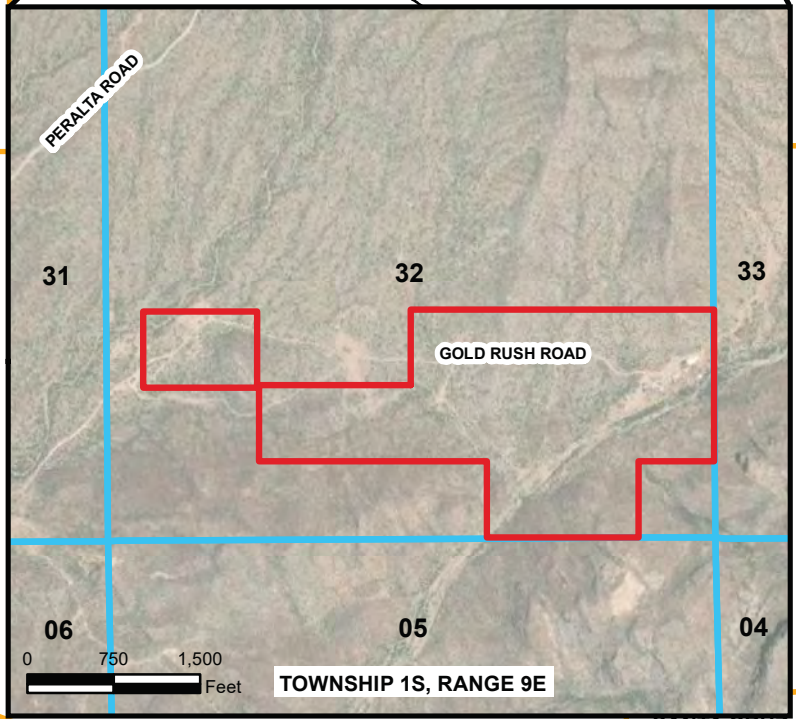
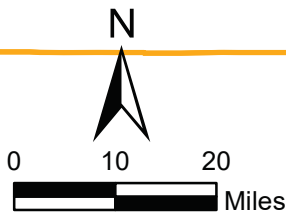
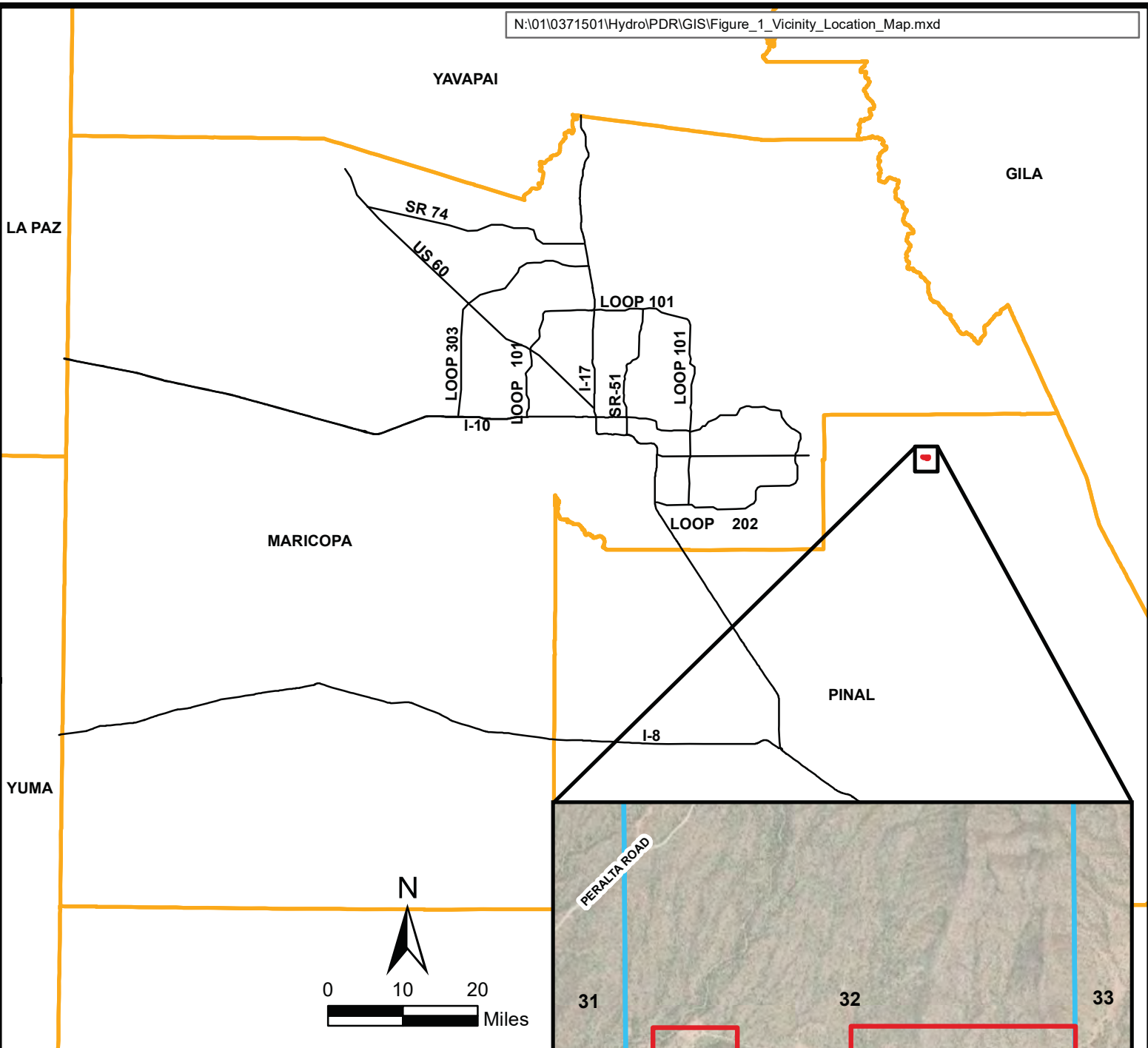
- This site will comply with all regulations set forth in the Pinal County Drainage Manual.
- This Project will not present any adverse effects on adjacent properties or other storm drain systems.
- No retention will be provided for onsite surface runoff and the site will maintain historic drainage patterns.
- Offsite flows will be conveyed through the site via the existing natural watercourses per their historic pattern. 100-year flows have been estimated to be 3440-cfs and 1290-cfs.
- According to the FIRM panel number 04012C0075E, Map Revised December 4, 2007, the site is located within Zone X and Zona A.

## **8.0 REFERENCES**

- [1] Pinal County, "Drainage Manual Volume I, Design Criteria," Pinal County, Arizona, August 2004.
- [2] Pinal County, "Drainage Manual Volume II, Design Methodology and Procedures," Pinal County, Arizona, August 2004.
- [3] Federal Emergency Management Agency (FEMA), "National Flood Insurance Program, Flood Insurance Rate Map, Pinal County, Arizona and Incorporated Areas, Panel Number 04012C0075E," Revised December 4, 2007.

# FIGURES

**CVL**



**LEGEND**

- SITE
- SECTION BOUNDARY
- COUNTY BOUNDARY
- FREEWAY / MAJOR ROAD
- 32 SECTION ID



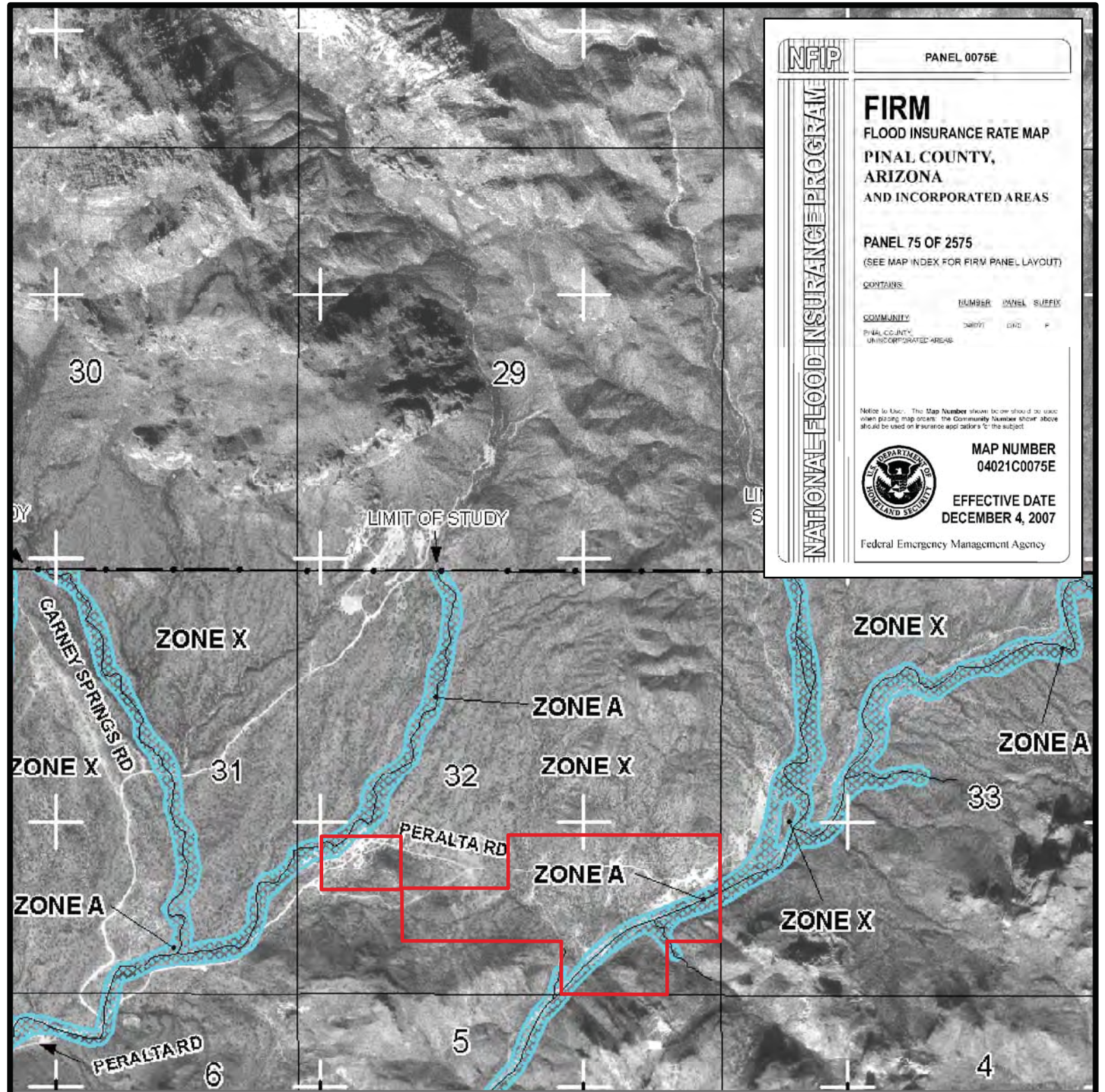
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
TELEPHONE (602) 264-6831

**TELA PERALTA**

**VICINITY & LOCATION MAP**

JOB NO.  
01-0371501

FIGURE 1



**NFFP** PANEL 0075E

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
**PINAL COUNTY,**  
**ARIZONA**  
**AND INCORPORATED AREAS**

**PANEL 75 OF 2575**  
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
PINAL COUNTY	04021	C0075E	
UNINCORPORATED AREAS			

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject.

**MAP NUMBER**  
04021C0075E

**EFFECTIVE DATE**  
DECEMBER 4, 2007

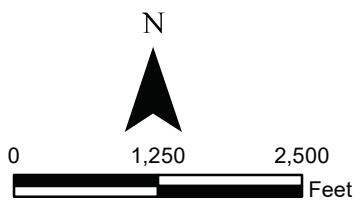
Federal Emergency Management Agency

**NATIONAL FLOOD INSURANCE PROGRAM**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**LEGEND:**

 SITE



4550 NORTH 12TH STREET  
 PHOENIX, ARIZONA 85014  
 TELEPHONE (602) 264-6831

**TELA PERALTA**

**FLOOD INSURANCE RATE MAP**

JOB NO.  
01-0371501

FIGURE 2

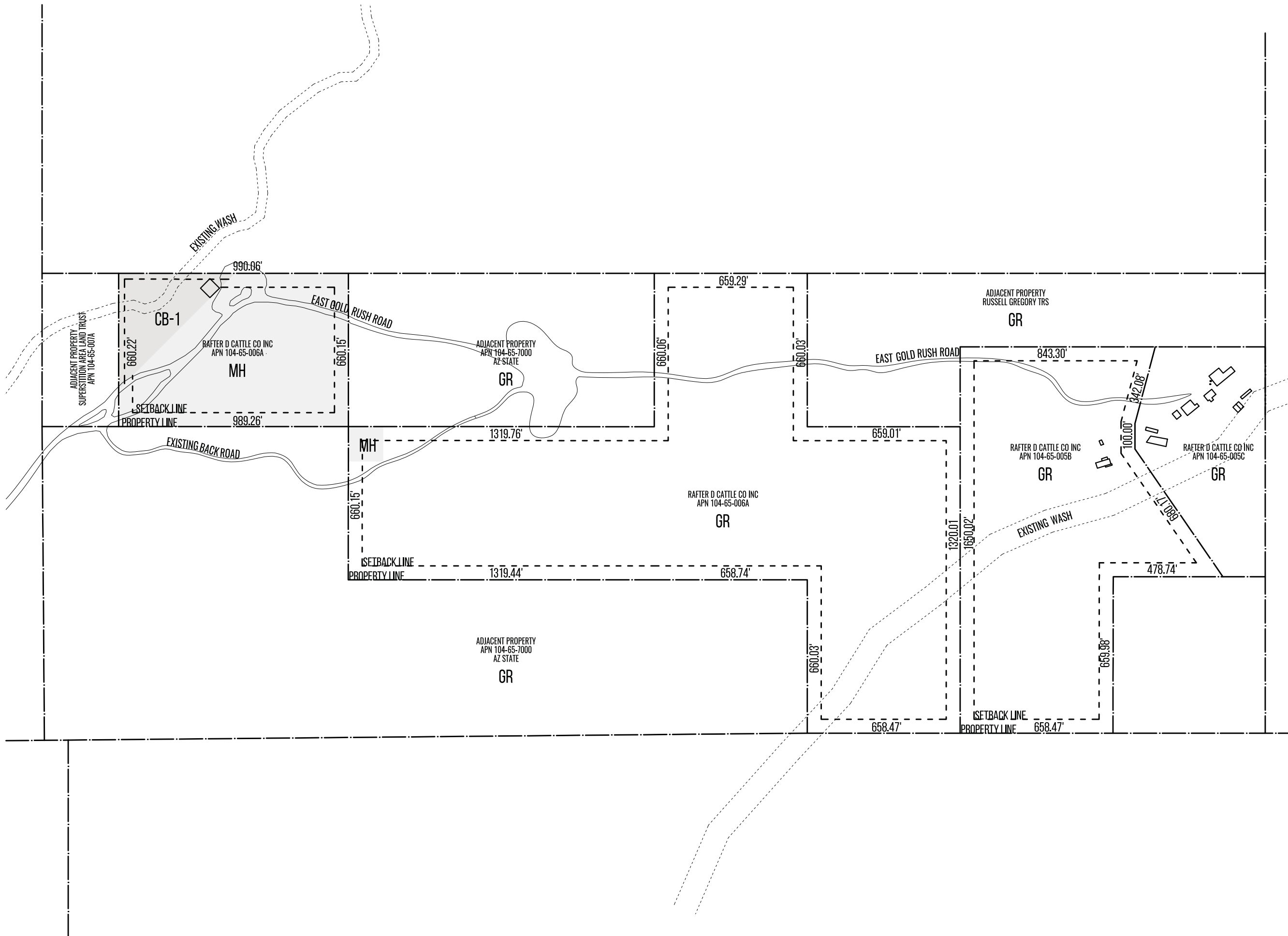
# APPENDICES

**CVL**

# **APPENDIX A**

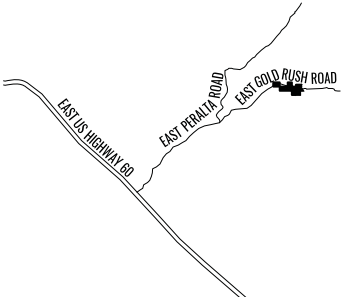
*Proposed Site Plan*

**CVL**



**SITE INFO**

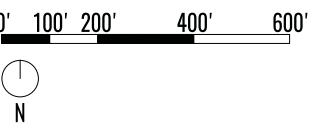
- TUP AREA
- GR ZONING
- MH ZONING
- CB-1 ZONING



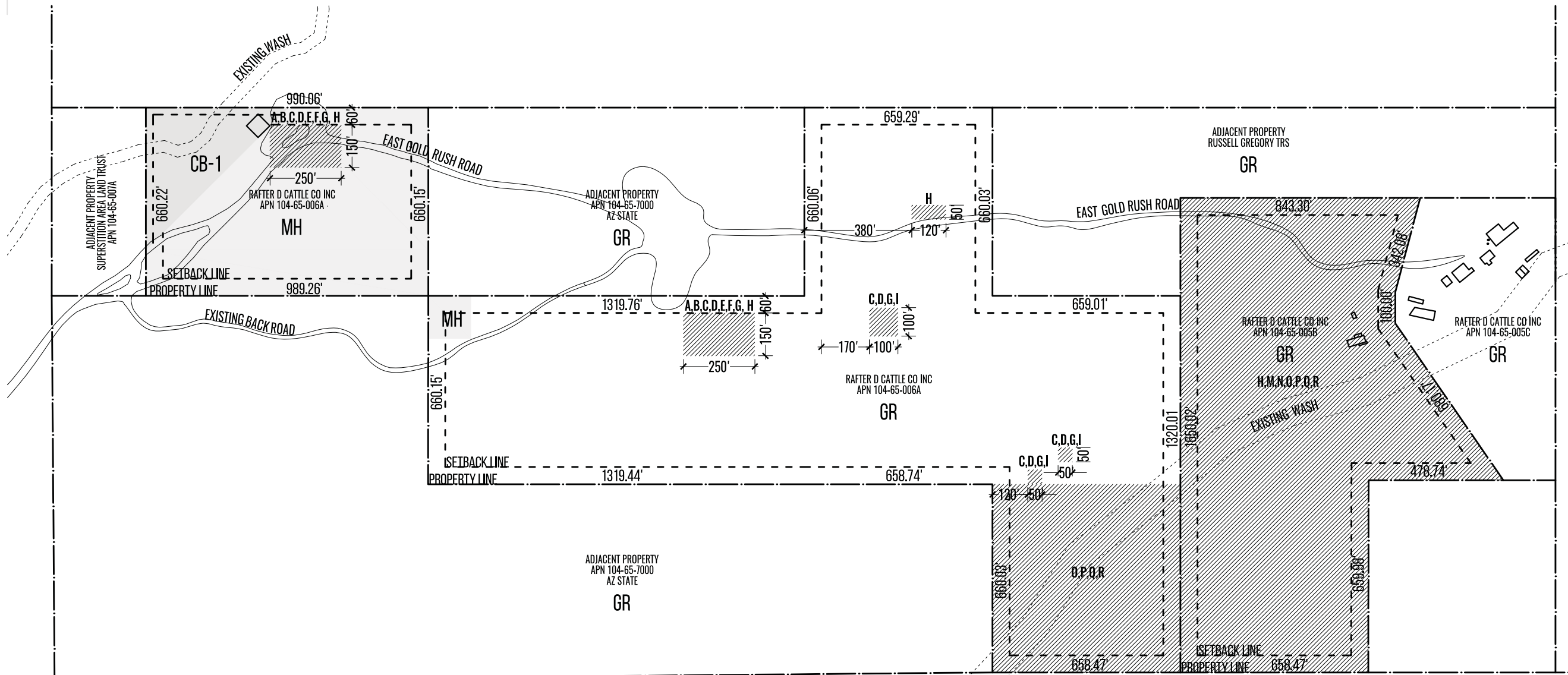
**TELA PERALTA**  
APN 104-65-006A

© 09/30/2020

**A1.0**  
EXISTING SITE PLAN  
SCALE: 1" = 400'-0"



**kaiserworks**  
915 East Pierce Street  
Phoenix, Arizona 85006  
(602) 697-1205  
christophkaiser.com







**SITE INFO**  
 TOWNSHIP RANGE:  
 SEC 32-01N-10E

SITE ACREAGE: PER COUNTY ASSESSOR  
 APN 104-65-006A - 74.93 GROSS ACRES  
 APN 104-65-005B - 29.90 GROSS ACRES

ACTIVITIES K, L, M, N TO OCCUR ACROSS  
 ENTIRE SITE ACCORDINGLY

PARKING:  
 6 BUS SPACES

 TUP AREA  
 GR ZONING  
 MH ZONING  
 CB-1 ZONING

**TELA PERALTA**  
 APN 104-65-006A

© 09/30/2020

**A1.1**

KEYED PLAN  
 SCALE: 1" = 400'-0"



**kaiserworks**  
 915 East Pierce Street  
 Phoenix, Arizona 85006  
 (602) 697-1205  
 christophkaiser.com

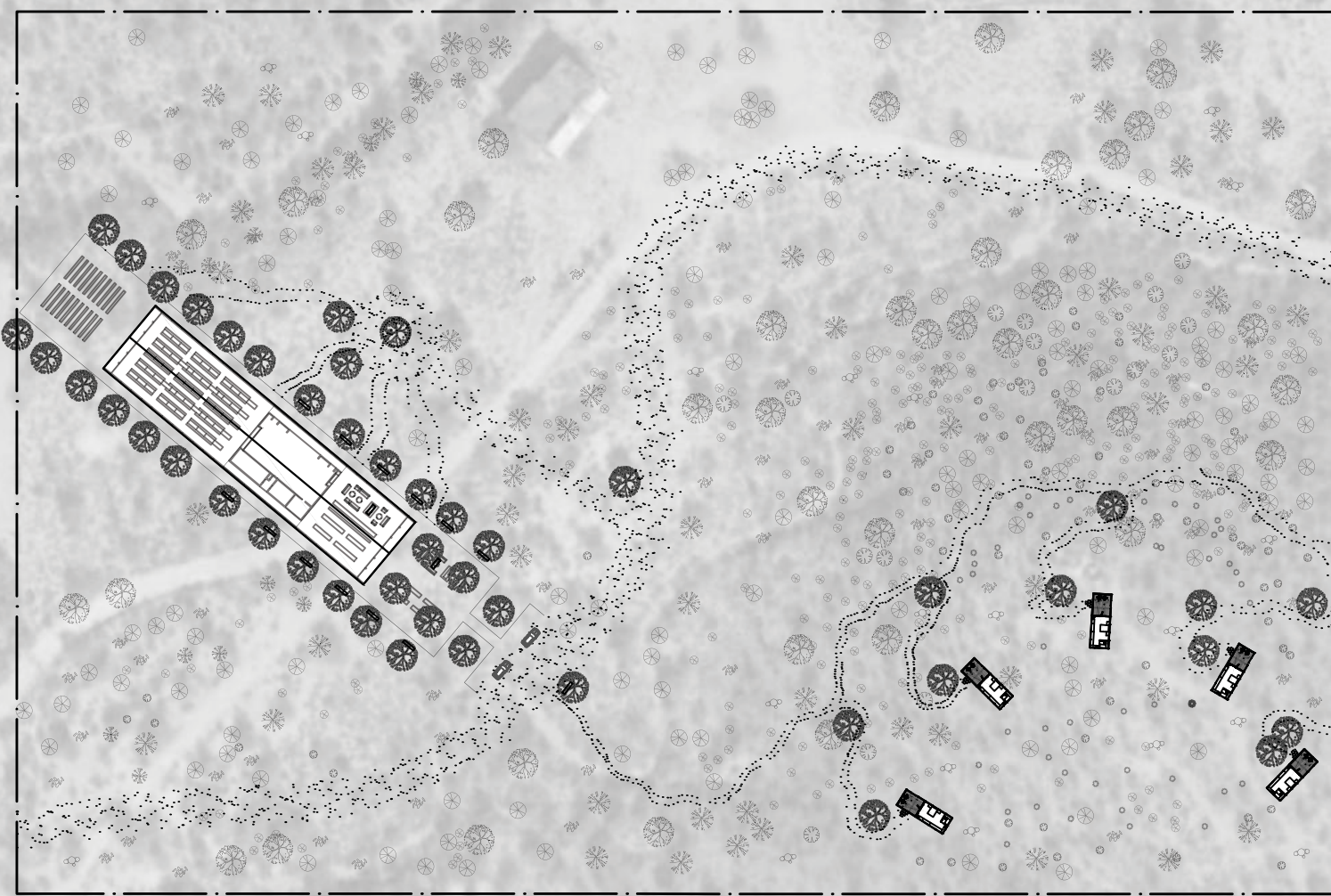
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A - LARGE BANQUET EVENT    B - MEDIUM BANQUET EVENT    C - BANQUET EVENT    D - EVENT SEATING    E - PORTABLE RESTROOMS    F - FOOD PREP    G - FOOD AND DRINK    H - TRANSPORTATION    I - TEMPORARY LODGING

J - GOLD PANNING    K - ROCK CLIMBING    L - MOUNTAIN BIKING    M - JEEP TOURS    N - HORSEBACK RIDING    O - ARCHERY    P - SUNKEN FIRING RANGE    Q - TOTAL CONTAINMENT/BALLISTIC MULCH    R - SOLAR SHADING

MAIN EVENT TENT



PRIVATE TENT CLUSTER  
A

EVENT TENT SITE 2

EVENT TENT SITE 1

PRIVATE TENT CLUSTER B

PRIVATE TENT CLUSTER C

EVENT TENT SITE 3

