IFIDA AZ Land Partners, LLC
1083 Prickly Pear Pl.
Colorado Springs, CO 80921
Dan@CoronadoDevelopment.com

Minutes of Neighborhood Meeting Held September 5, 2023 at the Radisson Hotel in Casa Grande

Tiffany Thomas, as authorized Representative of IFIDA AZ Land Partners, LLC presided over the meeting.

Dan Carless, Sr., Manager of IFIDA AZ Land Partners, LLC ("Owner") was standing by and available by Zoom and telephone. Dan Carless, Sr. prepared these Minutes.

Notices of the Neighborhood Meeting were mailed out letters to all property owners within a 1,200' radius of the Property, notifying them that Owner would hold a Neighborhood/Community Meeting on September 14, 2023 at the Radisson Hotel located at 777 N. Pinal Ave., Casa Grande, AZ 85122 ("Meeting Place") at 5:00 p.m.

Provisions were made for any interested party that could not attend in person could join the meeting online.

Tiffany Thomas arrived at the Meeting Place prior to the stated start time of the meeting. The meeting room was prepared for attendees. Tiffany Thomas waited at the Meeting Place for approximately two hours, but no one showed up or indicated an interest in joining the meeting online.

After the waiting period, Tiffany Thomas closed up the meeting, and the meeting was adjourned.

Sincerely,

IFIDA AZ Land Partners, LLC

Manager



City of Casa Grande, Planning & Development Dept., 510 E. Florence Blvd, Casa Grande, AZ 85122

April 19, 2023

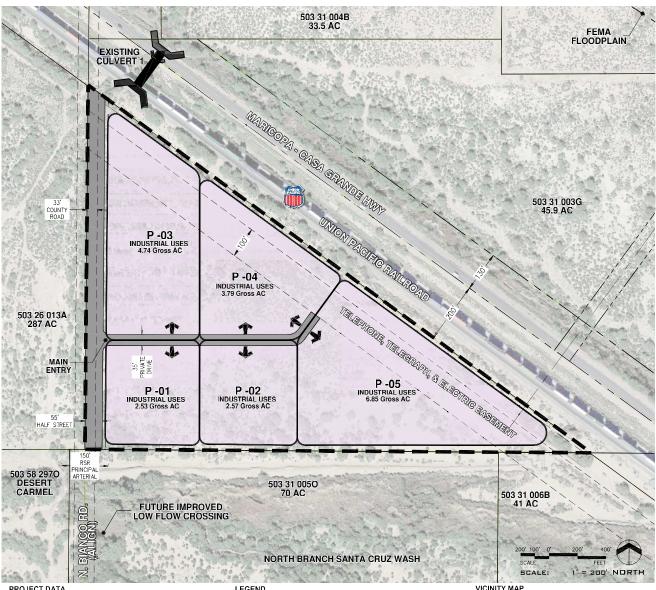
To whom it may concern,

In looking at a request for parcel number 503-31-003B, the City of Casa Grande would look to the 2030 City of Casa Grande General Plan to determine what an appropriate zoning would be. The General Plan has that parcel in its Manufacturing/Industry category. With this being the case, the City would be supportive of zoning within a Manufacturing and Industry zoning category.

Sincerely,

Joe Horn

Joe Horn Planner City of Casa Grande



PROJECT DATA

LOCATION

PROJECT INDUSTRIAL PARK

JURISDICTION PINAL COUNTY (CASA GRANDE PLANNING AREA)

SEC OF W. MARICOPA - CASA GRANDE HWY. & N. BIANCO RD. CASA GRANDE, AZ

MANUFACTURING / INDUSTRY

GR (GENERAL RURAL)

(INDUSTRIAL)

APN 503 31 003B

GROSS SITE AREA 21.9310 Ac. (955,316 SQ. FT.)

NONE

10' 10'

35

PINAL COUNTY COMPREHENSIVE PLAN EMPLOYMENT

PINAL COUNTY GROWTH AREA WEST PINAL GROWTH AREA

CASA GRANDE 2030

GENERAL PLAN DESIGNATION

ZONING EXISTING

PROPOSED SETBACKS

FRONT SIDE REAR

RES. ADJ. MAX. BLDG. HEIGHT

REGIONALLY SIGNIFICANT ROUTES

RSR PRINCIPAL ARTERIALS N. BIANCO RD. MARICOPA - CASA GRANDE HWY

UTILITY TABLE

UTILITY PROVIDER

(EXCEPT AS PROVIDED IN PCDSC 2.105.030)

(EXCEPT AS PROVIDED IN PCDSC 2:105:030) (SEE PCDSC 2:105:030)

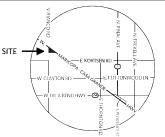
LEGEND

PROPERTY BOUNDARY

NOTES:

- STRUCTURES: VACANT LAND WITH NO EXISTING OR PROPOSED STRUCTURES.
- ACCESS: PROPOSED ACCESS (MAIN ENTRY) WILL BE PROVIDED FROM N. BIANCO RD. THROUGH THE CASA GRANDE MANUFACTURING / INDUSTRIAL AREA. NO ACCESS IS PROPOSED FROM THE MARICOPA - CASA GRANDE HWY
- LANDSCAPING: EXISTING VEGETATION TO REMAIN TO EXTENT POSSIBLE: FUTURE PROPOSED SITE DEVELOPMENTS WILL ADHERE TO LANDSCAPING REQUIREMENTS.
- WALLS, FENCES, &SIGNS: TYPE, HEIGHT, AND MATERIALS FOR FUTURE PROPOSED WALLS, FENCES, AND SIGNS WILL COMPLY WITH ALL CODES, APPROPRIATE PROCESSES, AND BE COMPLETED IN A QUALITY AND PROFESSIONAL MANNER.
- PARKING: FUTURE PROPOSED PARKING WILL COMPLY ZONING ORDINANCE PARKING STANDARDS PER USE TYPE.
- SETBACKS: SETBACKS WILL COMPLY WITH APPROVED CI-2 ZONING ORDINANCE.

VICINITY MAP



LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF THE THAT PARK OF THE SOUTHWEST QUARKER OF THE RE-NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, WHICH LIES SOUTHWESTERLY OF THE SOUTHERN PACIFIC RAILROAD.

APPLICANT

IFIDA AZ LAND PARTNERS LLC DANC@CORONADOREALTYADVISORS.COM





BIANCO ROAD & CASA GRANDE HIGHWAY

BASIS OF BEARING

BASS OF BEARING IS NOTSOTOF'E ALONG THE WEST LINE OF THE ONDRINNEST QUARTER OF SECTION OF LOWINSHIP IS SOUTH, RANGE 5 FAST OF THE GILA AND SALT RIVER MERQUAN, INALL COUNTY, ARZONA, BETWEEN THE MONUMENTS AS SHOWN HERGON.

DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY THER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

(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.

EASEMENTS, LIENS OR ENCLMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

(BASE FLOOR) TO SERVE WHEN THE SERVE THE SERVE

2141 E HIGHLAND AVE, STE 250 | P: 602.490.0535 / E. 602.368.2436 PHORNIX AZ 85016 www.hightwison.com HIFEATINES COFFIEWS ENGINEERING & DESIGN

VICINITY MAP KORTSEN ROAD ALIGNMEN

HILGARTWILSON, LLC 2141 E. HIGHLAND AKE, STE. 250 PHOEWX, ARIZONA 85016 PHOME. (602) 480-0535 CONTACT: KIRK J. PANGUS, RLS

SURVEYOR

C/0 CORONADO REALTY ADVISORS, LLC COLORADO SPRINGS, CO 80921 CONTACT. DAN CARLESS, SR.

AREA IS 955,316 SQ. FT. OR 21.9310 ACRES MORE OR LESS.

- DECARATION IS MADE TO THE CRICIONAL PURCHASER OF SURVEY AND ALL PARTIES LISTED IN THE SURVEYORS CERTIFICATION, IT IS NOT TRANSFERBALE TO ACCIDIONAL INSTITUTIONS OR SUBSECUENT OWNERS WITHOUT WRITTLY PERMISSION OF THE SURVEYOR.

- SITE ADDRESS IS UNASSIGNED AT THIS TIME. VACANT LAND NO BUILDINGS. (TABLE A, ITEM #2)
 - THE SUBJECT SITE HAS 0 REGULAR PARKING SPACES & 0 DISABLED PARKING SPACES, TOTALING 0 PARKING SPACES, (TABLE A, ITEM #9)

SURVEYOR'S CERTIFICATION

IFIDA AZ LAND PARTNERS, LLC AN ARIZONA LIMITED LIABILITY COMPANY FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURFEY ON WHICH IT IS BASED, WERE MADE IN ACCORDANCE WHICH THE ZURFEYS, ON WHICH IT IS ARREST, SOMETY ESTABLISHED AND MODERED BY ALTA AND WASSE, AND MODIFIES THISE, THE STARREST AND MODER DET ALTA AND WASSE, AND MODIFIES THISE, THE TELLWORK WAS COMPLETED IN NOVEMBER, 2023.

KIRK J. PANGUS RS. 19344 HLIGARTMISON, LLC 2141 E. HIGHLAND ANE., STE. 250 PHIGNIX, ARIZONA 89016 P.: 602, 490, 6535 kpangus@hilgartwilson.com



ARS, 22-15 SARIES THAT THE USE OF THE WORD "CERTIF" OR "CERTIFICATION" BY A PERSON OF FINE HAT RECEIVED OF THE PROPESSIONAL OF FINE PART RECEIVED OF THE PROPESSIONAL DOWNSTHUTE. AND EXPRESSION OF SHOWING THAT RESULABLE OF THE CERTIFICATION AND DOES NOT CONSTITUTE. AN EXPRESS OR MAPLED WARRANTY OR QUARANTEE.

- SCHEDULE "B" EXCEPTIONS (1) 15. RIGHT OF DITRY AS SET FOR THE THE PAIRDIT FROM THE UNITED STATES OF AMERICA RECORDED IN BOOK 56 OF DEEDS, PAGE 481.
- ESSEMENT(S) FOR TELEMPONE, TELEGRAPH AND ELECTRIC LINES AND INCIDENTAL PURPOSES, RECORDED IN BOOK 56 OF DEEDS, PAGE 491 OF OFFICIAL RECORDS. (STOWN)
- EASTLENT(S) FOR COMMUNICATION FACILITIES AND WICHDENTAL PURPOSES, RECORDED IN BOOK 24 PM SISELIAMEROUS, PARE 283 OF OFFICIAL RECORDS (NOT SAVINM AFFECTS EXCAL LOAGION NOT DEPINED)
- ALL MATTERS AS SET FORTH IN RESOLUTION OF ESTABLISHMENT, RECORDED AS DOCKET PAGE 51, OFFICIAL RECORDES. (PP SSIGN).

 (POTSIGNE NOTH OF PROPERTY)

- EASAJENT(S) FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED IN DOCKET THEREAFTER CONVEYANCE RECORDED IN DOCKET 1572, PAGE 603 OF OFFICIAL (NOT SHOWN AFFECTS EXACT LOCATION NOT DEFINED)

129 AND

708

- ALL MATERS AS SET FORTH IN MARICOPA RURAL ROAD IMPROVEMENT DISTRICT, RECORDED DOOKET 1500, PAGE 736, OF STOUL RECORDS. (NOT STOWN NOTHING PLOTIABLE). 23.

ANY DEFECT, LIDI, ENCLIMBRANCE, ADMERCE CADA, OR OTHER MATTER THAT APPEARS FOR THE FRIST TIME IN THE PUBLIC RECORDS OR IS ORGATED, ATTACHES, OR IS DOSCLOSED BETWEEN THE FORMERY TAKE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I — REQUIREMENTS ARE MET. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIBNS BY THE RECORDS OF ANY TAXING JUTHORITY THAT LEWES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC

(4)

SCHEDULE 'B' - EXCEPTIONS

- ALL MATTERS AS SET FORTH IN AIRPORT INFLUENCE AREA, RECORDED AS DOCUMENT 2005-7184, OF OFFICIAL RECORDS.
 (NOT SHOWN NOTHING PLOTTABLE) 24.
 - 22

SURVEY ALTA/NSPS LAND TITLE

A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA

TITLE REFERENCE

BY SARCH VORD AS BASTO HOW THE COMMINENT PREVARD BY FIRST AMERICAN THE INSURANCE ONNS, YESTS BY EDIPIET THE ACTUAL COMMINENT RO, 7977FM, DATED FEBRUARY 13, 2024. HIGARTMISSIN, LIC HAS RELED SOLELY UPON THE INFORMATION CONTRINED WITHIN THE TITLE COMMITTENT AND SCHOLDLE B DOCUMENTS WORKDOWN THIS INSSEARCE COLDRAWY, ISSUED BY LEMPRE THE ACCEPTANT AS LICED, HERCON HIGARTMISSIN, LIC AND KRIK A PANCUS (RLS) MAKE, NO SINTEMENT AS 'OT HE ADACTORACY OF COMPLETIBLESS OF HE SOBJECT REPORT.

123, 375,

- ALL MATTERS AS SET FORTH IN RESOLUTION OF ESTABLISHMENT, RECORDED AS DOCKET PAGE 572, OF OFFICIAL RECORDS. (SHOWN)

TITLE COMMITMENT LEGAL DESCRIPTION
THAT PART OF SOMMESS DAMES OF THE OF THE PROFINESS DAMES OF THE OF THE OFFICE OF THE OFFICE O

- ALL MATTERS AS SET FORTH IN RESOLUTION OF ESTABLISHMENT, RECORDED AS DOCKET PAGE 575, OF OFFICIAL RECORDS.
 (NOT SHOWN NORTH OF PROPERTY) 20
- 132, PAGE RECORDS.
- easchent(s) for telephone and electric lines and facilities and incidental purposes, recorded in docket 1003, page 505 of Official records. (500m) 22
- ALL MATTERS AS SET FORTH IN RESCULTION NO 070908-RR TO ESTABLISH COUNTY ROAD, RECORDED AS DOUGHENT NO. 2000—65080, OF OFFICIAL RECORDS. (NOT STOWN NORTH OF PROPERTY)

THE LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND.

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPED DRECTLY FROM THE FERSALE LERGENCY HANAGEMENT ASSOCIATION, LLCAN DITE WORDSTROND RECISTEDS PROFESSORM, LAND SURFORM MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD, ZONE DESIGNATION STATEMENT.



CLIENT/OWNER FIDA AZ LAND PARTNERS, LL

- THE SEMPLE FAILERS BARRE CHARLOW DISCUSSED OF UTULES GESTARD AT HE SET. THE START START SHE CHARLOW IN THE SHE OF THE WASHINGT THAT ALL IN HE MEST EMBRY SHE SHE WASHINGTHEN THE SHOWN COMPRETE. ALL IN HE MEST EMBRY SHE WASHINGTHEN DESCRIPTION THAT THE UNDERFECTION UTULES SHOWN ARE IN HE LOCATION INDICATED. ALTHOUGH HE DOSS CHERT HAT HEY CHARLOW SHOW THE WASHINGTHEN SHOW SHE WASHINGTHEN SHOW THE WASHINGTHEN SHOWN THE
- THIS SURVEY IS VALID ONLY WHEN BEARING SEAL AND SIGNATURE OF SURVEYOR.
- THIS SURVEY IS BASED ON PIELD WORK LAST PERFORMED BY HILGARTWILSON, LLC IN NOVEMBER. SEZS. STE CONDINONS THAT MAY HAVE CHANGED SUBSEQUENT TO FIELD NORK WILL NOT BE REFLECED HERON.
- THE INTENT OF THIS SURVEY IS NOT TO CREATE AN ILLEGAL LAND SPLIT PER THE APPLICABLE ARIZONA LAW AND/OR STATUTES.
- THE POTENTIAL BUYER(S) OF THIS SITE IS HEREBY ADVISED THAT THIS SITE MAY BE SUBJECT TO ARIZONA PLATTING LAWS PRIOR TO THE DEVELOPMENT OF THIS SITE.
- THERE IS NO ENDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK, (TABLE A, ITEM #16)

DESIGNED: KIE
DESIGNED: HM
SCALE: AS SHOWN
DRE: FEB 2024

PROJ NO.:

NOBJIMITO VITE MILEON

SV-1

DWG.

WINGHEST OF WASTROCKER AND SERSEMENCE ASSESSMENCE MICHORISES, MICHORISES BELL TON LIMITED TO COAL, LICHIE, G. LGS, LEKANIK, CLA, FROCK, SAND AND GRAFEL IN, DO, UNRER AND HATCH REPOLACION FOR HE, LAND TOTALES WITH LALL RESPONSE, PROCESSES PROLICES, PROLICES

WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS

6 αi

RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF

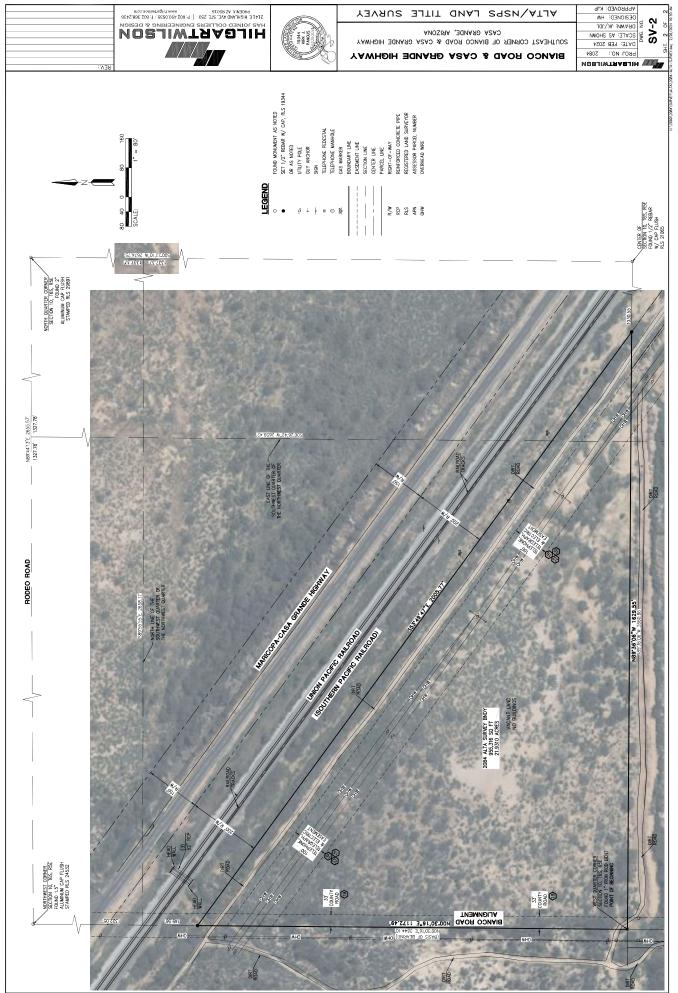
TAXES FOR THE FULL YEAR OF 2024, (THE FIRST HALF IS DUE OCTOBER 1, 2024 AND IS DELINOLISM TO WORKBER 1, 2025 AND IS DELINOLISM TAXES TO DUE WAS AND IS DELINOLISM TAXES.)

any action by the county assessor and/or treasurer, alternic the current or prior tax assessment, subsecuent to the date of the policy of title insurance.

RIGHTS OF WAY FOR CANALS, LATERALS, DITCHES, TRANSMISSION LINES, RALIROADS AND RODJUN'S NOLUDING BUYOT LUMED TO SOUTHERN PACIFIC FALIROAD, MARIODRA-CASA, GRADALE HIGHMAY AND CONTIONN ROAD.

ANY LIEN, OR RICHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

ANY RIGHT, THE, INTEREST, ESTATE, OR EASEMENT IN LAND BEYIND THE LINES OF THE AREA SPECIFICALLY ASSORBED ON REPRESTS, ROADS, SPECIFICALLY ASSORBED ON REPRESTS, ROADS, ARONES, ALLYS, LANES, MAYS OR MATERANS, BUT NOTHING IN THE PARAGAMENT SHALL MADER TO HE WHICH THE DOBBANK RIGHT OF A MEDITING OMES FREAKED FOR MEDITING OMES FREAKED OF MEDITING OMES FREAKED OF MEDITING DAYS THE POLYCE.



LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, WHICH LIES SOUTHWESTERLY OF THE SOUTHERN PACIFIC RAILROAD.



ALTA 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 Amount of Insurance 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

Kenneth D. DeGiorgio, President

By:

Lisa W. Cornehl, Secretary

This page is only a part of a 2021 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; [and] 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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3 File No.: 79771EW



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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[; 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 is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 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; and 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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Form 50126904 (5-31-22)

Page 2 of 4

3 File No.: 79771EW

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
 - acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT, CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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 proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This page is only a part of a 2021 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; [and] 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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Form 50126904 (5-31-22)

Pag



This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. **CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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Form 50126904 (5-31-22)



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Empire Title Agency

Issuing Office: 3131 E. Camelback Road Suite 210, Phoenix, AZ 85016 (602) 749-7000

Issuing Office's ALTA® Registry ID:

Loan ID Number:

79771EW Commitment Number: Issuing Office File Number: 79771EW

Property Address: 10, 6S, 5E, County of Pinal, Arizona AZ

Revision Number:

Title Officer: Rebecca Middlemore **Escrow Officer:** Brenda Gilliam-Miller

SCHEDULE A

1. Commitment Date: February 13, 2024 at 8:00AM

Policy to be issued: Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy - Standard Proposed Insured:

(b) ALTA® Loan Policy Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

FEE

The Title is, at the Commitment Date, vested in:

IFIDA AZ Land Partners, LLC an Arizona limited liability company

The Land is described as follows:

See Exhibit "A" Attached Hereto

The Deed of Trust to be insured and the assignments thereof, if any are described as follows:

None

FIRST AMERICAN TITLE INSURANCE COMPANY

been L. Middlemore Authorized Countersignature

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File No.: 79771EW



EXHIBIT "A" LEGAL DESCRIPTION

File No.: 79771EW

That part of the Southwest quarter of the Northwest quarter and the East half of the Northwest quarter of Section 10, Township 6 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, which lies Southwesterly of the Southern Pacific Railroad.

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Form 50126904 (5-31-22) File No.: 79771EW Page 2 of 10

File No.: 79771EW

SCHEDULE B, PART I—Requirements

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires 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 on the first page at least two inches on top for recording and return address information.

 NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder <u>may not accept for recording</u> any documents containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.

All of the following Requirements must be met:

- 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. Furnish the Company with Owners Affidavit executed by IFIDA AZ Land Partners, LLC an Arizona limited liability company
- 6. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
- 7. Record Deed from IFIDA AZ Land Partners, LLC an Arizona limited liability company to proposed insured.

NOTE: Articles of Organization on file in this office authorizes the following to execute any necessary instruments on behalf of IFIDA AZ Land Partners, LLC: By Dan Carless, Sr. Manager

NOTE: See attached tax sheets for the following Parcel Numbers: 503-31-003B.

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded December 18, 2017 as Document No. 2017-092315; Re-Recorded February 22, 2024 as Document No. 2024-012630.

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Form 50126904 (5-31-22) File No.: 79771EW



NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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File No.: 79771EW

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage. 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.

In addition to the Exceptions from Coverage contained in the form of Short Form Residential Loan Policy identified in Item 2 of Schedule A, the Policy will not insure against loss or damage resulting from the terms and conditions of any easement or lease included in the description of the Land as set forth in the Insured Mortgage, 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. Taxes or assessments which 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.
 - Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 4. Easements, liens or encumbrances, or claims thereof, which are 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.
- 7. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
- 8. 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.

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Form 50126904 (5-31-22) File No.: 79771EW Page 5 of 10



- 9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 10. Water rights, claims or title to water, whether or not shown by the public records.
- 11. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.
- 12. Taxes for the full year of 2024. (The first half is due October 1, 2024 and is delinquent November 1, 2024. The second half is due March 1, 2025 and is delinquent May 1, 2025).
- 13. 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.
- 14. Rights of Way for canals, laterals, ditches, transmission lines, railroads and roadways, including but not limited to Southern Pacific Railroad, Maricopa-Casa Grande Highway and Cowtown Road.
- 15. Right of Entry as set for the Patent from the United States of America recorded in Book 56 of Deeds, page 491.
- 16. Easement(s) for Telephone, Telegraph and Electric lines and incidental purposes, recorded in Book 56 of Deeds, page 491 of Official Records.
- 17. Easement(s) for communication facilities and incidental purposes, recorded in Book 24 of Miscellaneous, page 263 of Official Records.
- 18. All matters as set forth in Resolution of Establishment, recorded as Docket 123, page 67, of Official Records.
- 19. All matters as set forth in Resolution of Establishment, recorded as Docket 375, page 572, of Official Records.
- 20. All matters as set forth in Resolution of Establishment, recorded as Docket 708, page 575, of Official Records.
- 21. Easement(s) for pipeline and incidental purposes, recorded in Docket 132, page 129 and thereafter conveyance recorded in Docket 1572, page 603 of Official Records.
- 22. Easement(s) for telephone and electric lines and facilities and incidental purposes, recorded in Docket 1005, page 505 of Official Records.
- 23. All matters as set forth in Maricopa Rural Road Improvement District, recorded as Docket 1590, page 738, of Official Records.
- 24. All matters as set forth in Airport Influence Area, recorded as Document No. 2003-7184, of Official Records.
- 25. All matters as set forth in Resolution No. 070908-RR to Establish County Road, recorded as Document No. 2008-65680, of Official Records.
- 26. The lack of a right of access to and from the land.

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Form 50126904 (5-31-22) File No.: 79771EW Page 6 of 10



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Form 50126904 (5-31-22) File No.: 79771EW Page 7 of 10



Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

<u>What Type Of Information Do We Collect About You?</u> We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

<u>How Do We Collect Your Information?</u> We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

<u>How Do We Use Your Information?</u> We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/.

<u>How Do We Share Your Information?</u> We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

<u>How Do We Store and Protect Your Information?</u> The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

<u>How Long Do We Keep Your Information?</u> We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.



<u>International Jurisdictions</u>: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call tollfree at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.



DATE/TIME:

02/22/2024 1604

FEE: PAGES:

\$30.00

FEE NUMBER: 2024-012630

RECORDING REQUESTED BY: **Empire Title Agency**

WHEN RECORDED MAIL TO: Empire Title Agency - Admin 3131 E. Camelback Road Suite 210 Phoenix, AZ 85016

FILE NO.: 79771EW

SPACE ABOVE THIS LINE FOR RECORDERS USE

AFFIDAVIT EXEMPT PURSUANT TO ARS 11-1134 B

Special Warranty Deed

This Special Warranty Deed is being Re-Recorded to correct the legal description as show in Exhibit "B" attached hereto and made a part hereof.



OFFICIAL RECORDS OF PINAL COUNTY RECORDER **VIRGINIA ROSS**

DATE/TIME: 12/18/2017 1241

FEE: PAGES:

\$20.00

FEE NUMBER: 2017-092315

Recording Requested By: **Empire West Title Agency LLC**

And When Recorded Mail To: IFIDA AZ Land Partners, LLC, an Arizona limited liability company 4101 Nas Parkway El Lago, TX 77586

Escrow No.79771EW

This area reserved for County Recorder

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I,

Thomas C. Rhodes and Kathleen Hammerquist, Co-Trustees of the Eleanor G. Rhodes Trust dated May 1, 1996

do hereby convey to

IFIDA AZ Land Partners, LLC an Arizona limited liability company the following described property situated in the County of Pinal, State of Arizona, together with all rights and privileges appurtenant thereto, to wit:

That part of the Southwest quarter of the Northwest quarter of Section 10, Township 6 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, which lies Southwesterly of the Southern Pacific Railroad.

THE NAMES AND ADDRESSES OF THE BENEFICIARIES OF THE GRANTOR'S TRUST ARE SET FORTH ON THE ATTACHED EXHIBIT "A"

SUBJECT TO: Existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements, and all other matters of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Dated: December 12, 2017.

The Eleanor-G. Rhodes Trust dated May 1,

RHODES, Co-Trustee

Signed in Counterpart

By KATHLEEN HAMMEROUIST Co-Trustee

Recording Requested By: Empire West Title Agency LLC

And When Recorded Mail To: IFIDA AZ Land Partners, LLC, an Arizona limited liability company 4101 Nas Parkway El Lago, TX 77586

Escrow No.79771EW

This area reserved for County Recorder

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I,

Thomas C. Rhodes and Kathleen Hammerquist, Co-Trustees of the Eleanor G. Rhodes Trust dated May 1, 1996

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SUBJECT TO: Existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements, and all other matters of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Dated: December 12, 2017.

The Eleanor G. Rhodes Trust dated May 1, 1996

By THOMAS C RHODES Co-Trustee

Signed in Counterpart

By KATHLEEN HAMMEROUIST Co-Trustee

Dated December 12, 2017	Special Warranty Deed	Escrow No. 79764EW
STATE OF AZ)	
County of Rimou)SS.)	
basis of satisfactory evidence) to instrument and acknowledged to authorized capacity(ies) and that	, before me, the unders C, RHODES personally known to me be the person(s) whose name(s) is/a me that he/she/they executed the san his/her/their signature(s) on the instrumerson(s) acted, executed the instrumerson(s)	e (or proved to me on the ure subscribed to the within me in his/her/their rument the person(s) or the
WITNESS my hand and official	seal. Somanda W.	Muddey
My Commission Expires:	20 Notary Public	A M. LINDSEY His State of Arizona AA COUNTY AA COUNTY AA 2020

Dated December 12, 2017

Special Warranty Deed

Escrow No. 79771EW

Washington)
10)SS
Kiry)
	Washington King

On 12-13-17, before me, the undersigned Notary Public, personally appeared KATHLEEN HAMMERQUIST, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 8 | 2020 Notary Public

EXHIBIT "A"

NAMES AND ADDRESSES OF THE BENEFICIARIES OF THE ELEANOR G. RHODES TRUST

Kathleen Hammerquist

Auburn, WA 98002

Robert L. Rhodes

603 Sunset Drive Gallup, New Mexico 87311 8730 I

Jonathan J. Rhodes

2330 SE Taylor St Portland, OR 97214

Thomas C. Rhodes

2112 E Prince Rd Tucson, AZ 85719

Fee#	201	7	_	0	9	2	3	15

This document is a full, true and correct copy of the original recorded in this office.

Dana Lewis
Pinal County Recorder,
State of Arizona, County of Pinal

, Deputy/

EXHIBIT "B"

That part of the Southwest quarter of the Northwest quarter and the East half of the Northwest quarter of Section 10, Township 6 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, which lies Southwesterly of the Southern Pacific Railroad.



CivTech Project No. 23-0640

Northeast Corner of Bianco Road and Minneapolis Road Alignments in Pinal County, Arizona

Prepared for:

IFIDA AZ Land Partners, LLC 1083 Prickly Pear Place Colorado Springs, Colorado 80921

Submittal to:

Pinal County

APPROVED BY:	
PINAL COUNTY ENGINEER	DATE
PINAL COUNTY, PUBLIC WORKS DEPARTMENT	

10605 North Hayden Road, Suite 140 • Scottsdale, Arizona 85260 • 480.659.4250



TRAFFIC IMPACT STATEMENT



March 5, 2024

IFIDA AZ Land Partners, LLC (an Arizona limited liability company) Dan Carless, Sr., Manager 1083 Prickly Pear Place Colorado Springs, Colorado 80921



RE: TRAFFIC IMPACT STATEMENT FOR IFIDA INDUSTRIAL — SOUTH SIDE OF MARICOPA-CASA GRANDE HIGHWAY EAST OF BIANCO ROAD ALIGNMENT, UNINCORPORATED PINAL COUNTY

Dear Mr. Carless:

Thank you for engaging CivTech to prepare this Traffic Impact Statement for the proposed industrial development (the "**Project**") in unincorporated Pinal County, Arizona. The development is proposed for a single, 21.93-acre (gross), Pinal County parcel, the Assessor Parcel Number (APN) of which is APN 5033103B. **Figure 1** is a map of the site and the vicinity.

BACKGROUND AND PURPOSE

As can be seen in **Figure 1**, the site is triangular: the northeastern side abuts the south side of two Union Pacific Railroad (UPRR) tracks, which run generally northwest to southeast in the vicinity, the

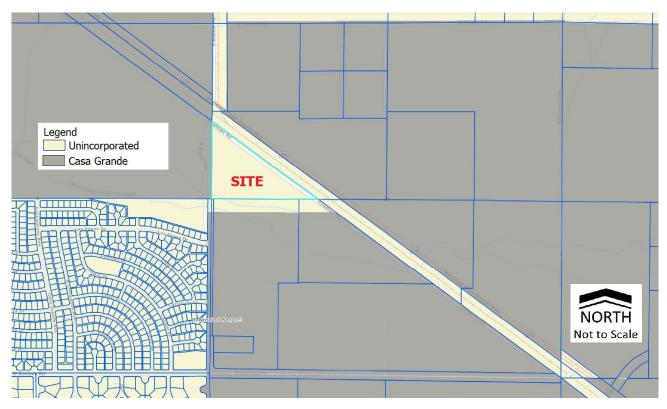


FIGURE 1 - VICINITY MAP

parcel's western boundary is the Bianco Road alignment, and the southern boundary is the Minneapolis Road alignment.

This statement is intended to satisfy a Pinal County requirement that a traffic study be provided when a new development is proposed. For development expected to generate fewer than 100 trips per hour, the County provides its Requirements for a Traffic Impact Statement (TIS). A TIS is allowable if, in addition to generating fewer than 100 trips per hour, the project does not meet any of four reasons for which the County may require a full Category 1 Traffic Impact Analysis (TIA). Listed in Section 4.1 of the County's 2007 TIA Guidelines & Procedures, these are as follows:

- a. The existence of any current traffic problems or concerns in the local area such as an offset intersection, a high number of traffic accidents, etc., or
- **b.** The sensitivity of the adjacent neighborhoods or other areas where the public may perceive an adverse impact, or
- c. The proximity of proposed site driveways to existing driveways or intersections, or
- d. Other specific problems or safety related concerns that may be aggravated by the proposed development.

Figure 2 is a screen shot of a Google Earth aerial photograph of the vicinity of the site. CivTech has outlined the site in a lavender. Dated April 22, 2023, the photo shows little development in the area: even most of the platted lots of the Desert Carmel subdivision southwest of the site in **Figure 1** are only that...platted lots. The green areas south of the site are agricultural production land. Based on this aerial, there are no existing traffic problems or concerns, or impacts to adjacent neighborhoods, or other nearby driveways that might be too close, or other problems or safety concerns. Also, a neighborhood meeting was held on September 5, 2023; no neighbors attended or commented. Therefore, CivTech would suggest that, as this statement is being prepared, there are no reasons for

the County to warrant a full TIA.

Attachment A is a copy of comments made by the County during a pre-application meeting/ discussion. In any future submissions, CivTech will provide County comments and formal CivTech responses in this attachment.

EXISTING CONDITIONS

Both **Figure 1** and **Figure 2** serve to further the discussion of the first topic of discussion as outlined in the County's TIS

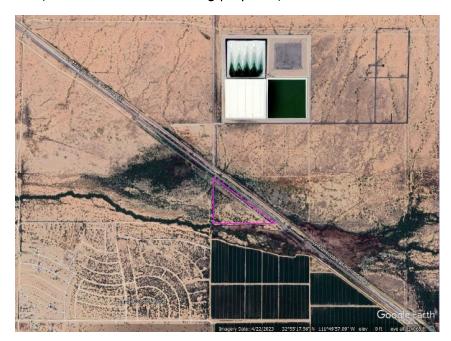


FIGURE 2 - APRIL 2023 AFRIAL OF VICINITY



requirements: the existing conditions.

<u>Site Location</u>. The site is APN 5033103B, which is located on the northwest corner of the Bianco Road and Minneapolis Road alignments.

<u>Surrounding Land Use</u>. As can be seen in **Figure 2**, there is little development in the area. North of the site across the UPRR tracks and the Maricopa-Casa Grande Highway and on the north side of Rodeo Road east of Bianco Road, there is a sewage treatment plant. A few homes, perhaps the models, can be seen in the extreme western region of the Desert Carmel subdivision. As noted above, the green areas south of the site indicate active agricultural production land (i.e., farms).

Site Land Use. The site is currently vacant and appears to never have been developed.

<u>Existing Roadways and Intersections</u>. Adjacent to the site, there are no paved roadways. The developer will be responsible for providing access to the site. A crossing on the UPRR tracks to access Maricopa-Casa Grande Highway is unlikely in the near term. Therefore, the nearest roadway or intersection from which access will come is the intersection of Bianco Road and Kortsen Road, which is ½-mile south of the southwest corner of the site. Both are well-maintained, unpaved roads wide enough to allow two vehicles to safely pass each other in opposite directions.

Bianco Road is a north-south Section line roadway that extends south from Kortsen Road for one mile to Clayton Road. There is a short (350-foot long) segment of pavement north of Clayton Road. From Google Earth Street View, this pavement appears to be in great need of repair. The County classifies Bianco Road as a Principal Arterial roadway and a Regionally Significant Route shows that it will someday cross the UPRR tracks. A 75-foot wide half-street right of way dedication will be made for future roadway improvements along the entire Bianco Road frontage; improvements to Bianco Road will be limited to half-street improvements from Minneapolis Road north to the site driveway. South of Minneapolis Road, ALTA surveys show that there is a 50-foot wide half-street right of way dedicated by Desert Carmel on the west side of the Section line and 33 feet on the east side.

Minneapolis Road is an east-west half-Section line road alignment. A 40-foot wide half-street right of way dedication will be made for future roadway improvements along the entire Minneapolis Road frontage; no improvements to Minneapolis Road will be made, nor will any access be required from the site.

Kortsen Road is an east-west Section line roadway that extends west from Bianco Road, serving Desert Carmel and then curving to the southwest to terminate at Candlestick Drive.* Kortsen Road is also classified as an Arterial roadway and it is expected that it, too, will someday cross the UPRR tracks.

^{*} Historical note: The southern terminus of Candlestick Drive is at State Route 84 (SR 84). On the north side of SR 84 just west of Candlestick Drive is the Francisco Grande resort, which was intended to be the spring training facility of the San Francisco Giants baseball team. The Giants played their home games in Candlestick Park from its opening in 1959 until 1999. Candlestick Drive was named after the Giants' home ballpark, perhaps in hopes of enticing them to come to the Casa Grande area. (Per springtrainingonline.com, the Giants never played there, disproving "If you build it, they will come.")



The intersection of **Bianco Road and Kortsen Road** is an intersection without traffic control on its four unpaved approaches. The southbound and westbound approaches (north and east legs) are gated to prevent access leaving two through movements: from northbound to westbound and from eastbound to southbound. CivTech notes that, per the Pinal County Assessor, the City of Casa Grande has annexed all of Bianco Road from 200 feet south of the half-Section line that is the center line of the alignment of Minneapolis Road to south of Kortsen Road. (This can be seen in **Figure 1**.) The City has also annexed north half of Section 9 of Township 6 South, Range 5 East, which is directly west of the proposed development site, an area bounded by the alignments of Rodeo Road on the north, Bianco Road on the east, Minneapolis Road on the south, and Corrales Road on the west.

<u>Aerial Photo</u>. **Figure 2** serves as the required aerial photo.

PROPOSED DEVELOPMENT

Attachment B is the most recent version of the concept plan for the site. As required by Pinal County, the plan shows that the distance from the nearest "intersection" (that of Bianco and Minneapolis Roads) to the proposed site driveway will be a minimum of 350 feet.

<u>Proposed Land Use</u>. The narrative for the development provided to CivTech reads in part "The nature of the project is to develop rural vacant land into 1-3 allowable uses, such as small contractor yards." Electricity will be brought to the site; wells and septic systems will provide water and sanitary sewage. Small pre-fabricated steel structures could be provided to shelter vehicles or materials. No large structures are planned.

<u>Site Access</u>. Access to the site will be via a new "half-street" extension of Bianco Road north of the Minneapolis Road alignment that will terminate at a site driveway between the two industrial park areas. The driveway will extend easterly to serve all parcels within the industrial park.

<u>Sight Distance</u>. The introduction to Section 9.5 of the latest (7th) edition of the American Association of Highway and Transportation Officials' (AASHTO) *A Policy on Geometric Design of Highways and Streets* (the AASHTO "Green Book") states that, "Each intersection has the potential for several different types of vehicular conflicts. The possibility of these conflicts actually occurring can be greatly reduced through the provision of proper sight distances and appropriate traffic controls." In short, adequate sight distance must be provided at the study driveway intersections.

A sight triangle is the area encompassed by the line of sight from a stopped vehicle on the minor roadway to the approaching vehicle on the major roadway; there must be sufficient unobstructed sight distance along both approaches of a street or driveway intersection and across their included corners to allow operators of vehicles to see each other in time to prevent a collision. There must also be sufficient sight distance along the major street to allow a driver intending to turn left into the site to see a vehicle approaching in the opposite direction.

CivTech, therefore, calculated the required sight distances for the proposed site driveway using the methodologies documented in Section 9.5 of the Green Book, assuming a design speed of 50 mph, or 5 mph greater than a future posted 45 mph speed limit and a five-lane cross-section (two lanes in



each direction plus a media or two-way left turn lane). The results of the sight distance calculations are summarized in **Table 1**. The calculations can be found as **Attachment C**.

TABLE 1 – AASHTO SIGHT DISTANCE REQUIREMENTS

		Sight Distance Along Roadway				
Roadway	Posted Speed Limit/ Design Speed (mph)	Left of Driveway (Case B2/B3)	Right of Driveway (Case B1)	On Major Road (Case F)		
Bianco Road Site Access	45/50	555′	625	480′		

Based on the results of the sight distance analysis summarized in **Table 1**, sight visibility triangles shall be provided and maintained at the site driveway per AASHTO guidelines, with 625 feet to the right of the driveway and 555 feet to the left of the driveway. There should also be a sight distance of 480 feet in front of a vehicle approaching to make a left turn from future Bianco Road into the site driveway. In addition, within designated sight visibility triangles, landscaping should be maintained at a maximum of two (2) feet in height or as otherwise specified by Pinal County. Tree branches lower than seven (7) feet should be trimmed up and maintained to meet current acceptable landscape requirements.

<u>Trip Generation</u>. Typically, CivTech would use trip generation information in the latest (11th) edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual* (TripGen11) to generate trips for a proposed development. TripGen11 contains average trip generation rates, equations, graphs, and other information for a wide range of different land uses developed from raw data collected in a prescribed matter by numerous contributors. The data allows the transportation professional to estimate the trips generated for a proposed development based on the independent variables that describes the sizes of each land uses in the development.

However, in this case, the manual does not have a Land Use or data for contractors' outdoor storage areas. CivTech conducted some online research and located one study (**Attachment D** is the text of that study) from Colorado that likened each proposed storage yard to a storage unit of a self-storage mini-warehouse facility, which is ITE Land Use Code (LUC) 151, even though the smallest such facilities studied seemed to have a minimum of 60 storage units.

To estimate the trips being generated by these uses, CivTech first needed to estimate the number of potential tenants. The site plan reveals that assumed that the parcel is 21.93 acres or 955,316 square feet (sf, or 955.316 ksf). CivTech estimated that 165.570 ksf (17.3%) would be dedicated along the property boundaries for Bianco and Minneapolis Roads and for the driveway/internal access road, leaving approximately 789.750 ksf (18.13 acres) dedicated to contractor yards. In the Colorado statement, the 5 acres were to provide yards for 10 contractors, or 2 contractors per acre. For this statement, CivTech will assume that the needs for each tenant may vary and that the average yard would be approximately ½-acre (21,780 sf) or 2 contractors per acre, the same as in the Colorado study. Thus, the available 18 acres would allow for 36 tenants, or 60% of the smallest number of storage units observed in TripGen11 for LUC 151. Based on the applicants marketing research, the applicant believes the usage will be much less, possibly as low as one contractor per two acres; thus, CivTech's assumptions yield conservative results.



CivTech recognizes, as did the engineer who prepared the Colorado study, that self-storage, miniwarehouse units are typically about the size of a garage and that, "Clearly, the proposed commercial development is not of this nature." CivTech concurs with several other assertions of that Colorado engineer that every contractor will typically use their storage areas to pick up equipment and material in the morning (one trip in and one trip out for 36 areas or 72 total trips) and drop them off in the afternoon (another 72 trips) and that approximately 60% (22) of the contractors could be expected to return to their storage area during the day (two trips for 22 areas or 44 more trips). Therefore, the total trips daily for the 36 storage areas could be 188 trips (= 72 + 72 + 44). As can be seen on the second page of **Attachment D**, use of the trip generation data from the 8^{th} edition of the ITE manual (published in 2008) yielded no trips during either peak hour and only 3 trips all day.

To confirm the use of the Colorado engineer's method as an acceptable alternative to TripGen11, CivTech prepared three sets of trip generation calculations. **Table 2** at the top of the next page provides these detailed trip generation calculations. The first row of trips listed on **Table 2** was generated using a method described above similar to the Colorado study. The second row uses the weighted averages published in TripGen11 for the daily trips and the two peak hours. The third row of the attachment uses the equations published in TripGen 11 for the day and for the PM peak hour. Please note that the ITE regression equation resulted in a negative rate for the AM peak hour; in such a case, the default would be to use the average rate found in the second row of the table. A review of the trip generation detailed in **Table 2** reveals that the proposed development could generate a total of 188 trips per day with peak hour trips totaling of 72 trips (36 in/36 out) during each peak hour.

TABLE 2 - TRIP GENERATION SUMMARY

		Quantity:	Weekday									
		36 Storage Areas <i>or</i>	Daily		ily AM Peak Hour			PM Peak Hour				
	ITE	0.36 100s of Units	Avg		Avg				Avg			
Land Use	Code	ITE Method	Rate	Total	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
Contractor Storage	n/a	(Per Colorado Study)	5.22	188	2.00	36	36	72	2.00	36	36	72
Mini-Storage	151	Weighted Averages	17.96	6	1.21	0	0	0	1.68	1	0	1
Mini-Storage	151	Equations	7.50*	2			†		4.39*	1	1	2

Notes: * Average rate was calculated by dividing total trips generated using regression equation by the quantity of units. (See below.)

[†] Use of the equation yields a negative rate; therefore, the weighted average rate is used by default.

CALCULATIONS (Equations shown only where applicable)						
Land Use [Units] Daily AM Peak Hour PM Peak Hour						
Mini-Storage [X = 0.36 100's of Units]	$T_{Day} = 18.86X - 4.09 = 2$	$T_{AM} = 1.64X - 2.9 = -2.31^{\dagger}$	$T_{PM} = Ln(X) \times 0.60 + 1.07 = 2$			

Based on this, CivTech estimates that the proposed development will generate a maximum of 72 trips during either peak hour. As noted, Pinal County's Requirements for a Traffic Impact Statement allow that developments generating fewer than 100 trips during the peak hour may only warrant a traffic statement such as this to document the trips generated.

<u>Site Trip Assignment</u> – The site is proposed to have just a single access to Bianco Road; thus, all site traffic will be to/from the site via Bianco Road. Per County comments from the pre-application meeting (see **Attachment A**) the developer will be required to dedicate "half-street" right of way



for a future Principal Arterial roadway; such was noted by CivTech above. CivTech also notes that the developer will be required to provide a well-maintained, unpaved roadway within the right of way dedicated to the County to carry site traffic to at least the corner where the Bianco Road and Minneapolis Road alignments meet and, possibly, farther south to Korsten Road. Approximately 250 feet south of the Minneapolis Road, the developer will be providing a low-flow crossing to maintain access under most weather conditions. This will allow a continuous unpaved segment of Bianco Road from the site to existing unpaved Bianco Road south of the Minneapolis Road alignment.

IMPACTS TO ADJACENT EXISTING [TRANSPORTATION] INFRASTRUCTURE

The site of the proposed development is undeveloped land amidst other undeveloped land. There are unpaved roads throughout the area, some better-maintained than others, and some platted developments (e.g., Desert Carmel). There are no paved roads or other transportation infrastructure that will be impacted by this development, at least not in the immediate future. As other development proposed for the area comes to fruition, the infrastructure constructed by and with those developments will need to take this development and the trips it will be generating into consideration.

CONCLUSIONS

Based on the foregoing, CivTech concludes the following:

- Based on the results of the sight distance analysis, sight visibility triangles shall be provided and maintained at the site driveway per AASHTO guidelines, with 625 feet to the right of the driveway and 555 feet to the left of the driveway. There should also be a sight distance of 480 feet in front of a vehicle approaching to make a left turn from future Bianco Road into the site driveway.
- In addition, within designated sight visibility triangles, landscaping should be maintained at a maximum of two (2) feet in height or as otherwise specified by Pinal County. Tree branches lower than seven (7) feet should be trimmed up and maintained to meet current acceptable landscape requirements.
- The proposed development could generate a total of 188 trips per day with peak hour trips totaling of 72 trips (36 in/36 out) during each peak hour. Pinal County's Requirements for a Traffic Impact Statement allow that developments generating fewer than 100 trips during the peak hour may only warrant a traffic statement such as this to document the trips generated.
- There are no paved roads or other transportation infrastructure that will be impacted by this development, at least not in the immediate future.
- As other development proposed for the area comes to fruition, the infrastructure constructed by and with those developments will need to take this development and the trips it will be generating into consideration.



Thank you for allowing CivTech to assist you on this project. Please contact me with any questions you may have on this statement.

Sincerely,

CivTech

Joseph/F. Spadafino, VPE, PTOE, PTP Senior Project Manager/Traffic Engineer

Attachments (4)



Pre-Application Meeting Transportation Planning Review

Applicant:

IFIDA AZ Land Partners, LLC

Description:

IFIDA Industrial Park

Parcel #:

50331003B

Date:

March 2, 2023

Case #:

Z-PA-016-23

Prepared by:

Nina Arredondo, nina.arredondo@pinal.gov (Assigned Planner – Glenn Bak)

- A portion of BIANCO ROAD is identified as a Regionally Significant Route (Principal Arterial) in the "Regionally Significant Routes for Safety and Mobility, Final Report". Additional ROW is needed at this location to comply with the "Regionally Significant Routes for Safety and Mobility, Final Report.
- 2. A half street right-of-way dedication (eastern boundary) and improvements will be required along BIANCO ROAD. The required minimum half street right-of-way for BIANCO ROAD is 75'. All right-of-way dedication shall be free and unencumbered.
- 3. All roadway and infrastructure improvements shall be in accordance with the current Pinal County Subdivision Regulations and Subdivision & Infrastructure Design Manual or as stipulated. The Regulations and Design Manual can be found on-line at http://pinalcountyaz.gov/Departments/PublicWorks/Pages/Documents.aspx
- 4. Right-of-Way needed to be dedicated shall be applied for and accepted by Pinal County prior to approval of plans. For application and process information contact the Pinal County Public Works Real Estate Section, Real Property Coordinators, Loretta Ravelo, 520-866-7947; LorettaRavelo@pinal.gov, or Mayra Madrild, 520-868-6488; Mayra.Madrid@pinal.gov. If the proposed development site is within a platted subdivision a re-plat will be required to convey right-of-way and/or easements instead of processing through separate instrument as described above.
- 5. Site Development Plan: Show 75' half street ROW dedication width for BIANCO ROAD.
- 6. Regionally Significant Routes. Should the subject property be adjacent to a roadway(s) that has been identified as a Regionally Significant Route (RSR), the applicant will be required to comply with the "Regionally Significant Routes for Safety and Mobility, Final Report, (current version)" and the "Regionally Significant Routes for Safety and Mobility, Access Management Manual, (current version)".
 http://www.pinalcountvaz.gov/PublicWorks/TransportationPlanning/Pages/LongRangeTransportation.aspx

NOTE: THIS PRE-APPLICATION REVIEW IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS BASED ON LIMITED INFORMATION PROVIDED BY THE APPLICANT. ADDITIONAL REQUIREMENTS MAY APPLY.

Applicant's Signature & Initials

(By signing, you acknowledge receipt of paperwork only)