Sherry E Camozzi
663 Country Club Rd.
Middleton, CT 06457

**RE:** Property Owners Meeting

Dear Property Owner,

We own an approximate 21 acre site of vacant land in the Casa Grande-Maricopa County, AZ area that is located within 1,200' of land which the Assessor's Office Website shows that you own. See the Written Narrative enclosed for more information including the exact location of our property.

We will be filing an application with Pinal County to rezone our land which is currently zoned GR to I-3. Our rezoning request falls within the County's Employment Designation which makes it supportable within the context of the Comprehensive Plan. Since the city of Casa Grande has lands in the immediate area that are incorporated into the City of Casa Grande, we have obtained a letter from the City indicating their support of our rezoning.

As required by Pinal County, we will be holding a neighborhood meeting for the property owners who own land in our immediate area, to present information about our rezoning request and answer your questions. The meeting will be held at Radisson Hotel located at 777 N. Pinal Ave., Casa Grande, AZ 85122 in the Canyon Room, at 5:00 p.m. on September 14, 2023.

You may communicate any question, comments or concerns you may have regarding this proposed rezoning to me at the email address provided below. Additionally, should you not be able to attend the meeting on September 14<sup>th</sup> in person and would like to join the meeting by Zoom, please contact me for the Zoom Meeting Link. We endeavor to be a good neighbor and look forward to receiving your input.

There will be other meetings for you to attend, should you so desire, including public hearings with the Planning & Zoning Commission and the County Board of Supervisors.

If you have any questions prior to the above-mentioned meeting, please feel free to contact me at the contact information below. Thank you.

Sincerely,

IFIDA AZ Land Partners, LLC

Dan Carless, Sr., Manager

Email: Dan@CoronadoDevelopment.com

September 5, 2023

Sonoran Land Fund LLC 11811 N. Tatum Blvd., Suite 1051 Phoenix, AZ 85028

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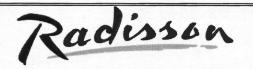
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Sincerely,

IFIDA AZ Land Partners, LLC

Dan Carless, Sr., Manager

Email: Dan@CoronadoDevelopment.com



# BANQUET EVENT ORDER

777 N Pinal Avenue Casa Grande AZ. 85122 Phone: (520)-426-3500

Event Date:	September 14, 2023 Thu	sday	BEO#:	Definite
Organization:	Meeting			
Post As:	Meeting			
Contact:	Tiffany Thomas Bus. Home:	(480) 233-7411	Email:	tiffanysellsaz@gmail.com
Billing Address:				
Sales: Karina	Date Typed: 09-06-2023	Expected:	5 people	GRTD:
	ET-UP REQUIREMENTS			MENU
Time: 5:80 – 7:30	Set-up: Conference	-		
Location: Canyor				
	<u>SET UP</u>			
Conference – 5 people				
AUDIOVIO				
AUDIO VISI	UAL/ADDITIONAL REQUIREMENTS:			
N/A				
Method of Payment:	CC			
Panaust Sandas Cha	Summary of Charges			
Banquet Service Charge:  Room Rental, Catering, A/V, and Service Charge:  9.0%				
	<u> </u>			
Taxes: \$				
Set Up Fee: \$  Room rental is \$1	00.00+ In addition, a		BABAB	RANGEMENTS:
The state of the s	num (excluding service charge) has been set. If	Location:	DAR AR	Time:
the minimum is not me	t, the balance will be assessed as Room Rental.			
Other: \$100.00 event.	Nonrefundable deposit is required to book			
event.				
expected number. Ten months but less than the Two months prior, sixty hundred percent (100% demand by the hotel. I	m number guarantee by mination of the food and beverage portion of the free months prior to the scheduled event, thirty to r-six percent (66%) of the minimum food and beverage and room rental froom set up is changed, a \$100.00 fee will be a responsible for equipment left inside the ban	agreement will rest nree percent (33%) erage revenue, Ser evenue. Said liquid assessed.	ult in the followi of the minimun venty-two (72) I dated damages	n food and beverage revenue; One to hours to one month prior, one swill be due and payable upon
Maria	YII CCUM			
CLIENT SIGNATURE:		Radisson S	ales Signature	)



# 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 certify the information included in this application is accurate, to the best of my knowledge. I have read the application and I have included the information, as requested. I understand if the information submitted is incomplete, this application cannot be processed. All notices will be sent to the applicant unless otherwise directed in writing

IFIDA AZ Land Partners, LLC	1083 Prickly Pear Pl., Colorado Springs, CO 80921			
Name of Applicant	Address			
alla Commen	Dan@CoronadoDevelopment.com	719.505.4605		
Signature of Applicant	E-Mail Address	Phone Number		
Tiffany Thomas	3530 S. Val Vista, Gilbert, AZ	85297		
Name of Agent/Representative	Address			
Tiffany C Thomas	Tiffanysellsaz@gmail.com	480.233.7411		
Tiffany C Thomas Signature of Agent/Representative	E-Mail Address	Phone Number		
The Agent/Representative has the authority to ac agreeing to stipulations. The agent will be the cor	[18] 18 - 18 18 18 18 18 18 18 18 18 18 18 18 18	이용 사람들은 아이들이 되었다. 이번 바람이 되었다면 하지만 하다니다.		

Partners, LCC 1083 Prickly Pear Pl.
Address Colorado Springs, Co 80921

Danco Coronado Development. Lom

E-Mail Address

Phone Number

79.505.4605 If landowner is not the applicant, then applicant must submit a signed notarized consent form from the landowner with this application. Please use attached Consent to Permit form, if applicable.

hearings. Please use attached Agency Authorization form, if applicable.

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

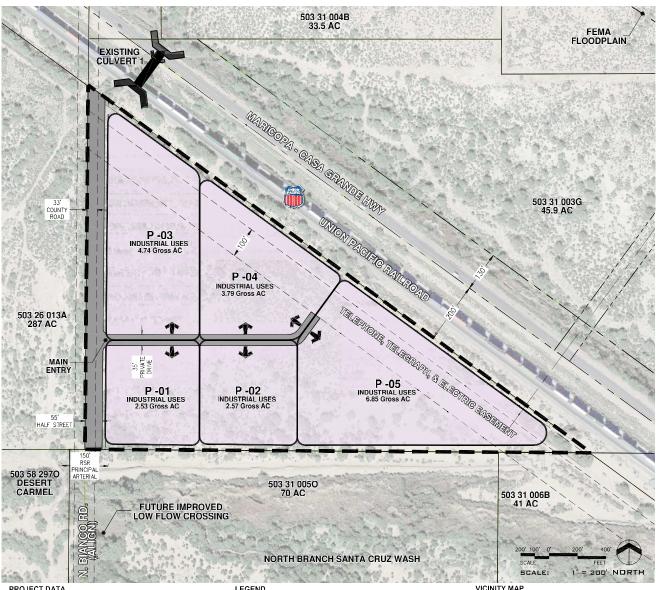
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In looking at a request for parcel number 503-31-003B, the City of Casa Grande would look to the 2030 City of Casa Grande General Plan to determine what an appropriate zoning would be. The General Plan has that parcel in its Manufacturing/Industry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

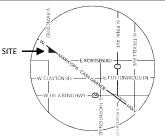
LEGEND

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

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

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.

FLOOD ZONE DESIGNATION

(BASE FLOOR) TO SERVE WHEN THE SERVE THE SERVE

# 2141 E HIGHLAND AVE, STE 250 | P: 602.490.0535 / E. 602.368.2436 PHOENIX 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.

- THIS SURVEY IS BASED ON PIELD WORK LAST PERFORMED BY HILGARTWILSON, LLC IN NOVEMBER. SEZES. SITE CONDINONS THAT MAY HAVE CHANGED SUBSEQUENT TO FIELD WORK WILL NOT BE REFLECIE PERSON.
- THE INTENT OF THIS SURVEY IS NOT TO CREATE AN ILLEGAL LAND SPLIT PER THE APPLICABLE ARIZONA LAW AND/OR STATUTES.
- 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 ALI'A MAD WASE, AND MODIFIES THISE, THE STAFFS, SOMETY ESTABLISHED AND MODERED BY ALI'A MAD WASE, AND MODIFIES THISE, THE FELLWORK WAS COMPLETED IN NOVEMBER, 2023.

KIRK J. PANGUS RS. 19344 HLIGARTMISON, LLC 2141 E. HIGHLAND ANE., STE. 250 PHORNY, 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 FOR HAT HAT RECEIVED OF THE PROPESSIONAL PROPESSIONAL PROPESSIONAL PROPESSIONAL PROPESSIONAL PROPESSION OF PROPESSION OF PROPESSION OF PROPESSION FROM THE SUBJECT OF THE CERTIFICATION AND DOES NOT DOWNSTHUTE. AN EXPRESSION 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 WICHENTAL PURPOSES, RECORDED IN BOOK 24 PM SISELIAMEROUS, PARE 283 OF OFFICIAL RECORDS (NOT SAVIM 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.
  - 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 EDHIFE THE ACTIVE COMMINENT BY 37 7 FIRM, DATED FEBRUARY 13, 2024. HIGARTMISSIN, LIC HAS RELED SOLELY UPON THE INFORMATION CONTRINED WITHIN THE TITLE COMMITTENT AND SCHOLDLE B DOCUMENTS WORKDOWN THE INSURANCE COMPANY, ISSUED BY LEMPER THE ACKIVA AS LISTED MERCON HIGARYMISSIN, LIC AND KRIK A PANCUS (RLS) MAKE, NO SIATEDARI AS 'OT HE ACCIONALCY OR COMPETENESS OF HE SUBJECT 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 CHARGE OF THE OFFICE OF

- 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.
- EASEMENT(S) FOR TELEPHONE AND ELECTRIC LINES AND FACILITIES AND INCIDENTAL PURPOSES, RECORDED IN DOCKET 1003, PAGE 503 OF OFFICIAL RECORDS. (SHOWN) 22

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 RESCULTION NO 070908-RR TO ESTABLISH COUNTY ROAD, RECORDED AS DOUGHENT NO. 2008—5680, OF OFFICIAL RECORDS. (NOT STOWN NORTH OF PROPERTY)

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

BASIS OF BEARING

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPED DRECTLY FROM THE FERSAL BLERGENY WANGAKENIT KARCHY (FELAL) MISSEL. HIGGATISMS ON, LLC AND THE WORDSTGADED REGISTEDS PROFESSIONLY LAND SURFORM WAR NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD, ZONE DESIGNATION STATEMENT.



# CLIENT/OWNER FIDA AZ LAND PARTNERS, LL

THE SEMPLY EXTERIOR SHARE CHARLAND HOLD CHARLES OF UNITES GENERAL OF THE STATE OF ALL IN HE RESERVED THE SHARE CHARLAND CHARLES SHARE SHARE THAT ALL IN HE RESERVED THE SHARE CHARLED SH

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.

THIS SURVEY IS VALID ONLY WHEN BEARING SEAL AND SIGNATURE OF SURVEYOR.

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 SERSEMENC AND SERVED, SERVICED HID TO COME, LIGHTLE, OIL GAS, LEARING, CAY, FROCK, SAND AND GARREL IN, OUR URREST AND THAT IN EMPOURED THE PRODUCED THE PROPERTY RESTORED THE LAND TOTAL SERVICES, PROPERTY SERVED WASTROCKER SHIP TO COME, LIGHTLE, SERVICES, WE RESTORED THE SERVICES WITH ALL RESERVED SERVED WASTROCKER SHIP TO COME TO COME AND THE PROPERTY SERVED WASTROCKER SHIP TO COME TO

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

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

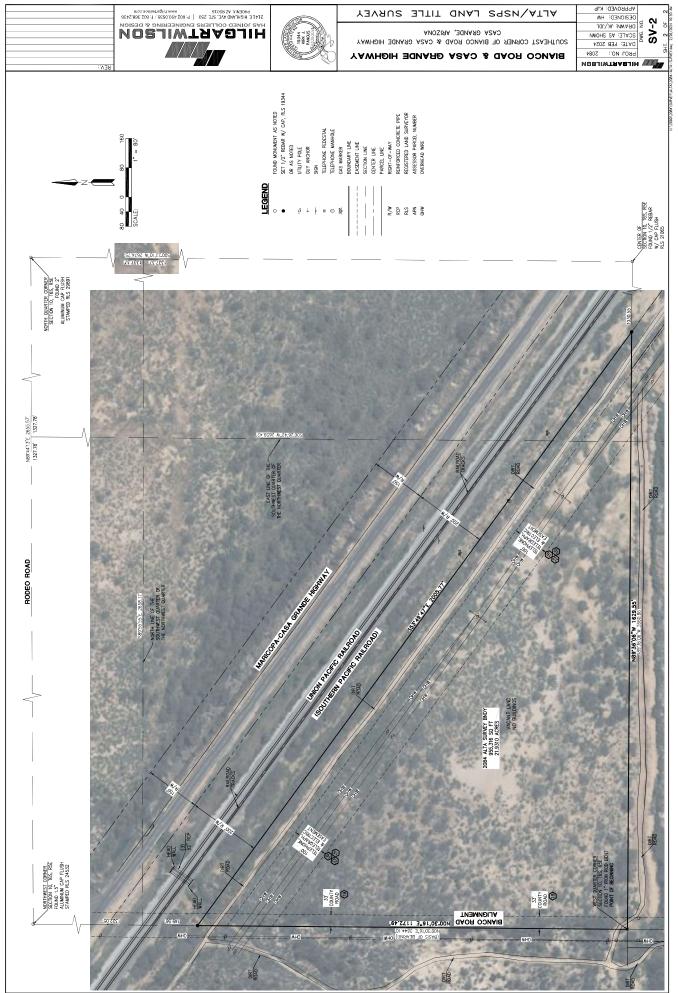
TAXES FOR THE FULL YEAR OF 2024, (THE FIRST HALF IS DUE OCTOBER 1, 2024 AND IS DELINOLISM TO WORKBER 1, 2025 AND IS DELINOLISM TAXES TO DUE MADER AND THE SECOND HALF SO DUE MARCH 1, 2025 AND IS DELINOLISM TAXE 1, 2025).

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 CONTONN 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 REPRESENCE, A OR IN ADMINISTS, ROMAS, ARRINES, MALTIS, LANES, MALTS, ROMAS, MALTS, WIN OR MALEMANS, BUT MOTHING IN THE PARAGMANT SHALL MARCH TO THE MENT THE CHARLY MARCH ROLL FOR A MEDITING OWNER FOR ACCESS TO A PHYSICALLY CHEST SPIECT OF MEMORY IS INSURED BY 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.

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## 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

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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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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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# **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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**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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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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