Leo Lew
County Manager

PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING DATE: OCTOBER 30, 2024

TO: PINAL COUNTY BOARD OF SUPERVISORS

CASE NO: **PZ-PA-007-24 CACTUS FLOWER SOLAR**

CASE COORDINATOR: SANGEETA DEOKAR, SENIOR PLANNER

Executive Summary: *Pinal County Comprehensive Plan Major Amendment request by Cactus Flower Solar LLC, applicant/agent to re-designate 2,148.94± acres from Very Low Density Residential (VLDR, 0-1 du/ac) and Moderate Low Density Residential (MLDR, 1-3.5 du/ac) to Green Energy Production for a photovoltaic Solar Power Plant.*

If this request is approved by the Board:

If this major amendment to the Pinal County Comprehensive Plan is approved, the action will allow the applicant to begin the process of rezoning the property to develop a photovoltaic solar energy production facility on 2,148.94± acres.

Items for Board's Consideration:

Public/Agency Participation:

- Cactus Solar proposal underwent a 60 day County wide Agency review.
- 3 letters received in support of the solar facility.
- City of Eloy have shared that the proposed Cactus solar project is in the preferred planning area for the city and is not detrimental to the citizens of Eloy.
- Eloy Chamber of Commerce supports the proposal's remote location that would generate tax revenue and not be detrimental to the way of life for people of Eloy.

Citizens Advisory Committee Recommendation:

September 5th - Citizen's Advisory Committee voted 14-0 to recommend forwarding **approval** of case to the Planning and Zoning Commission.

Planning and Zoning Commission Recommendation:

September 25th – Planning and Zoning Commission voted to recommend **approval** (7-0) to the Board of Supervisors

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LEGAL DESCRIPTION: 2,148.94± acres, situated on a portions of sections 13, 23, 24, and 25, T09S, R07E of the Gila and Salt River Base and Meridian (legal on file)

TAX PARCELS: 408-11-025B, 408-11-025C, 408-11-025D, 408-11-024A, 408-11-024C, 408-11-0230, 408-15-0020, 408-15-0010, 408-12-0020, 408-12-0030

APPLICANT/AGENT: Cypress Creek Renewables, LLC, applicant/agent, Heather Wise

PINAL COUNTY PLANNING AND ZONING COMMISSION
(PO NUMBER 252269)

Regular Meeting
9:00 a.m.
Thursday, September 25, 2024
BOS Hearing Room
135 N. Pinal Street, Florence, Arizona

INDEX:

CALL TO ORDER & ROLL CALL: p. 1

PLANNING MANAGER REPORT: pp. 2-4

ELECTION OF OFFICERS: pp. 5-6

CONTINUED TENTATIVE PLAT:

- **S-015-23** – PP. 10-12

CONTINUED CASES:

- **PZ-PA-021-21, PZ-036-21 & PZ-PD-036-21** – pp. 10-23
- **PZ-034-23 & PZ-PD-008-23** – pp. 23-99

2024 MAJOR COMPREHENSIVE PLAN AMENDMENTS:

- **PZ-PA-005-24** – pp. 101-152
- **PZ-PA-006-24** – pp. 153-160
- **PZ-PA-007-24** – pp. 160-168
- **PZ-PA-008-24** – pp. 168-213
- **PZ-PA-009-24** – pp. 214-225
- **PZ-PA-010-24** – p. 225 (Withdrawn)
- **PZ-PA-011-24** – pp. 225-231
- **PZ-PA-012-24** – pp. 232-241
-

NEW CASES:

- **SUP-012-24** – Continued to October 3, 2024
- **SUP-008-24** – Continued to October 3, 2024
- **PZ-013-24** - Continued to October 3, 2024
- **PZ-PD-007-24** - Continued to October 3, 2024

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ORIGINAL PREPARED FOR:
PINAL COUNTY, ARIZONA

entertain maybe some type of service station as well in the future. That's all I'd like to say, thanks.

MENNENGA: Thank you. Anyone else? Anyone else? Woo hoo. Okay, with that, we're going to close the public portion of case PZ-PA-006-24. Now back to the Commission.

SCHNEPF: Commissioner Mennenga.

MENNENGA: Yes sir.

SCHNEPF: I'd like to make a motion that the Planning and Zoning Commission forward PZ-PA-006-24 to the Board of Supervisors with a favorable recommendation.

KLOB: Second.

MENNENGA: We got a motion and a second, everybody in favor?

COLLECTIVE: Aye.

MENNENGA: Any opposed? Wow, nice.

BAUGH: Thank you.

MENNENGA: Okay, we are on to PZ-PA-007-24. Oh, another solar case, how special. I have no idea.

DEOKAR: Good afternoon, Sangeeta Deokar, senior planner, presenting the next case, Cactus Flower Solar, PZ-PA-007-24. This is a request to redesignate 2,148 acres from Very Low Density Residential and Moderate Low Density Residential to Green Energy Production for a photovoltaic solar plant. The land use change is for, as mentioned, 2,148 acres located eight miles south of Eloy, approximately seven

miles south of I-10. Owner is Curtis 1035, LLC, Gordita, LLLP, Stambaugh Farms, LLC, Toone Farm LP #3. Applicant/agent, Cactus Flower Solar LLC, and Heather Wise is representing that owner. This is the County map, this is the location showing the project proposal south of Eloy, Central Pinal, shown by a red star. One can see that it is the existing land use designation. There are two land use designations currently, Very Low Density Residential and Moderate Low Density Residential, and the proposed land use change is Green Energy Production. This is a map showing the flood zones and road network, both. It does have two flood zones, Zone X and Zone A. Lower portion is the Zone A, and the Flood Zone X is in the northern half portion. You can also see that is west of South Eleven Mile Corner Road, and the next slide will show that it is abutting another existing Eloy solar facility. There is - so basically this portion of the proposed Cactus Flower Solar is requesting a similar land use designation to an existing land use designation. This map also shows the proposed I-11 corridor, which is - which crosses that half portion, southern half portion of this project area. Current site conditions, agricultural land, a relatively flat topography, no sensitive biological resources that have been discovered. There’s no perennial surface water, wetlands and no impacts to any endangered species identified. Additional site considerations is potential

future high capacity I-11 that cuts across the site, Eloy Solar Project, which is adjacent to an existing land use, which is Green Energy Production, and the site has, as mentioned, two flood zones. The proposal is basically 270 megawatt and battery storage, that includes the solar array, battery energy storage, the standard operations and maintenance building, associated infrastructure and a new APS substation via approximately 30 mile gen-tie transmission line. Public participation: City of Eloy look - kind of states that this area is supported for the location. It's just south of Eloy, there's really no development around. It's really remote, rural area. Also alongside a neighbor, which already has a similar land use classification. We received five letters in support, and – next one - we also had the Citizens Advisory Committee that supported this and recommended for approval with 15 to 0 (inaudible) to the Planning and Zoning Commission. I'm open for any questions.

MENNENGA: Questions Commission? And the applicant? Signed in?

FURLOW: I will now, yeah. Am I able to – okay, just say next slide? Awesome. Well, I'm Peter Furlow with the law firm of Quarles and Brady, on behalf of the applicant, Cypress Creek Renewables. You can go to the next slide. With me from Cyprus Creek is Heather Wise, Stacy Gramazio and Dan Pressman. So if you have any questions on the operational

side, anything on the engineering side, they are here with me to help answer those. You can skip. As Sangeeta stated, at Citizen Advisory Committee we actually saw a vote of 14 to 1, she says 15-0, we'll take the 15-0. But of the solar projects, we were one of two, I believe, that were recommended approval both by staff and the CAC. Ours were unanimous CAC, and then staff approval. So both good signs. A little bit about Cypress Creek. I know it was mentioned during the last solar case, kind of what are they doing for the community? How are they involved? And I think Cypress Creek is a very good example of a company who's invested in the communities that they do projects in. And so, I mean, Stacy can give a lot more details on that after I speak, if you have any questions for her. I know, for example, they gave out three scholarships last year and are going to continue that to high schoolers. They've donated thousands of dollars and I think there's some examples towards the end of the presentation on those. You can skip this, it's just basically what Sangeeta said, it's going from VLDR and MLDR to Green Energy Production. Here's an aerial map. You can go to the next slide. To put it in context, again, and to add a little bit more details to what Sangeeta said, Eloy, who was contacted during this presentation, they prefer this type of development south of the I-10. Water is a bit more of an issue in this area, so that is also why solar is a good use. This is the

current Comprehensive Plan map. It was mentioned earlier, bunch of yellow, that's the MLDR, and then the more beige color is the VLDR, the Very Low Density Residential. And what you'll notice is Eloy Valley Solar is directly abutting it to the east. That was approved in 2021. This is what it would look like if our Major Comprehensive Plan Amendment requests were approved, it would just be a continuation from that Eloy Solar to the east. It would be more GEP. And current zoning, which is - we're not discussing today, just wanted to show that we're surrounded by General Rural, it is General Rural. This is from street view. You go to the next one. This is just how it aligns with Pinal County's vision, that's also in the staff report. If you have any questions about that, I'd be happy to answer, but you can go to the next slide. Then there's three criteria listed in the Major Comprehensive Plan for what you're basing your decision based off of for approving these amendments. So the first one is it's appropriate for the proposed use. Currently, the land's generally flat, which means minimal site preparation is needed. You'll notice in the letters of support that were provided that post losing cap water allocation – unfortunately, farming's been a bit more of an issue, it's been more unviable, so solar has presented an option to some of these agricultural landowners, a way to make a profit. And one of the more important bullet points, at least listening to

a lot of Planning Commission and Board of Supervisors meetings here over the years, the thing I constantly hear getting brought up is why does this need to be placed right next to this heavily populated community? Can't be a little bit further out? Are there not better areas for this where it's not directly next to these neighborhoods where they have to look at it all the time? So I think as far as locationally, our site is in the perfect location based off of that criteria. It's not going to be in an area that's going to have a high population growth anytime soon. It's not near any trails or any commercial centers or anything like that. So you can go to the next slide. An overall improvement to the County. This was discussed, just tax revenue, job creation, clean energy and then low water user. You can go to the next. And then it will not adversely impact, kind of answered that more in the first one and a little bit in the introduction, but we haven't received any opposition, in fact, we've only had five people come out in support. This has been going on since April. We've had this Citizen Advisory Committee, you know, it's volunteers who are all from Pinal County. We got the unanimous and nobody showed up to our neighborhood meeting, except for those who were excited about it. So all good news. Here's three of those support letters. I don't need to go much more into detail, but it's - some of them are from the landowners and it's the main gist of what you'll get

out of them when you read them is farming's been difficult. This solar use offers them a good use of their land. For public participation and community engagement, again, Stacy, who is on the Cypress Creek Renewables team, she's a member of Pinal Partnership, Chamber of Commerce, Pinal Alliance, and president of Central Arizona College Foundation. And I spoke about this a little bit at the beginning, but Cypress Creek also worked with the Eloy Chamber and ultimately donated money to the Santa Cruz Valley Historic Museum to make it ADA compliant. And that is in addition to the scholarship program they have for high schoolers that helps support them, pay for some of the cost of their college. In conclusion, we meet all the application criteria, we are significantly involved in the community, and we think that this is the best use for the property. And with that, we request your recommendation for approval for this. Thank you.

MENNENGA: Questions for the applicant?

SCHNEPF: I want to call myself out and apologize to our previous solar, Ore Town Solar. I was flipping through my packet and I asked him a question about the Department of Defense, and it was this case that this applies to. So my apologies to the previous question to our previous solar presentation. So my same question is, are you willing and committed to work with them to preserve or to make sure that they don't have an issue with the training facility that they

have nearby?

FURLOW: Commissioner Schnepf, when I heard your question on the previous one, I was like this might be for us, and weirdly enough, same answer. Yes, we're willing to work with them. Very early stages right now, but happy to work with them.

SCHNEPF: That's why I'm calling myself out. I'm trying to be honest here.

KLOB: Always a concern when these are near communities, and I think I heard in the staff report we got full support from the Town of Eloy. No oppositions there. And they usually - we usually see letters from them, so - in opposition, so I just wanted make sure that they're all on board.

FURLOW: Commissioner Klob, yes.

KLOB: Good, thank you.

MENNENGA: (Inaudible).

SUPRAK: Mr. Chairman, your mic's not on.

MENNENGA: Okay. Eloy Valley Solar, which is across the street from you, has that been built?

FURLOW: Chair Mennenga, no it has not.

MENNENGA: Really? Oh, okay. Okay, because you said that was approved in '21, I believe, so okay. All right, that's fine, I was just curious. Anyone else? Okay, thank you.

FURLOW: Thank you.

MENNENGA: Motion? No motion? Oh my, come on, you're killing me here. Okay, we need to open the public comments on case PZ-PA-007-24. Anyone speaking on this? Anyone at all? Okay. All right. We're going to close that portion of the public hearing on case PZ-PA-007-24, and back to the Commission.

KLOB: Through the Chair.

MENNENGA: Yes, Commissioner Klob.

KLOB: I'd like to make a recommendation for case PZ-PA-007-24, of approval to the Board of Supervisors.

MENNENGA: Second?

SCHNEPF: I'll second.

MENNENGA: Second. Further discussion? Or vote. All in favor?

COLLECTIVE: Aye.

MENNENGA: Any opposed? Motion passes. Good luck. Ms. Sangeeta.

DEOKAR: Yes, once again. So here we are at a completely different and a new land use designation. This is PZ-PA-008-24. Once again, Sangeeta Deokar, senior planner, presenting this case. Project Bella is a request to re designate 350 acres from Moderate Low Density Residential to General Public Facilities/Services for a 480 megawatt natural gas-fired power plant with a 440 megawatt battery storage.

CONSENT TO SCHEDULE FOR DEVELOPMENT AND CONDITIONS/STIPULATIONS AND WAIVER OF CLAIMS FOR DIMINUTION IN VALUE

This Consent to Schedule for Development and Conditions/Stipulations and Waiver of Claims for Diminution in Value ("Consent and Waiver") is made in favor of Pinal County (the "County") by Curtis 1035 LLC ("Owner").

Owner warrants and represents that Owner is the fee title owner of the property described herein, and that no other entity or person has an ownership interest in the property. Prior to Owner's transfer, sale or conveyance of all or any part of its right, title and interest in the Property at any time within thirty (30) days of the County's approval of Owner's application described herein, Owner shall notify the County of said transfer, sale or conveyance and shall require the new Owner to execute and agree to this Consent and Waiver as part of any transfer, sale or conveyance of the property described herein.

Owner acknowledges that A.R.S. § 12-1134 of the Arizona Private Property Rights Protection Act provides in some cases that a county is required to pay just compensation to a landowner if the County approves a land use law that reduces the fair market value of the owner's property. Owner further acknowledges that A.R.S. § 12-1134 authorizes a private property owner to waive any claim for diminution in value of property in connection with any action proposed by a county or any action requested by the property owner.

Owner has submitted an application to Pinal County ("County") requesting the County approve a Major Comprehensive Plan Amendment for development of the following described property ("Property"):

["Legal description is attached hereto as Exhibit "A."]

By signing below, Owner agrees and consents to the Schedule for Development and all the conditions/stipulations imposed by Pinal County in conjunction with the approval of the Major Comprehensive Plan Amendment, Case No. PZ-PA-007-24, which are attached hereto as

["Stipulations are attached here to as Exhibit "B."]

By signing below, Owner acknowledges that the approval of the Major Comprehensive Plan Amendment, Case No. PZ-PA-007-24, might affect existing rights to use, divide, sell or possess the Property. By signing below, Owner hereby waives any and all rights to claim compensation for diminution in value pursuant to A.R.S. §12-1134 that may now or in the future exist as a result of the approval of the Major Comprehensive Plan Amendment, Case No. PZ-PA-007-24, and the Schedule for Development and conditions/stipulations imposed in conjunction with the approval. Owner waives any and all rights to claim compensation for diminution in value for any action taken by the County to rescind approval of Major Comprehensive Plan Amendment in Case No. PZ-PA-007-24 because of non-compliance with the Schedule for Development and/or any of the approved conditions/stipulations.

This Consent and Waiver shall run with the land and shall be binding upon all present and subsequent property owners.

Owner consents to the recordation of this Consent and Waiver after approval of the above-referenced case by the County. If Owner withdraws its application prior to final action of the County or the County denies the application, Owner is released from this Consent and Waiver.

OWNER: Curtis 1035 LLC
[Print Entity Name]



Signature

Its: Member
[Title, if applicable]

Dated: 10/14/24

OWNER: _____
[Print Entity Name]

_____
Signature

Its: _____
[Title, if applicable]

Dated: _____

INDIVIDUAL ACKNOWLEDGMENT
[To be filled out if NOT a corporation, partnership, or trust]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____.
[Insert Name of Signor(s)]

_____
Notary Public

My commission expires: _____

CORPORATION, OFFICER, PARTNER OR TRUSTEE ACKNOWLEDGMENT
[To be filled out if a corporation, partnership, or trust]

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me, this 14 day of October, 2024, by Brian Blevins as member
[Insert Name of Officer] ***[Insert Title]***
of Curtis 1035 LLC, an ARIZONA corporation,
[Insert Name of Company] ***[Insert State of Incorporation]***
who being authorized to do so, executed the foregoing instrument on behalf of said entity for the purposes stated therein.

Ruth A. Rosen
Notary Public

My commission expires: 11/11/27

RUTH A ROSEN
Notary Public - Pinal County
Commission No. 658523
My Commission Expires
November 11, 2027

PINAL COUNTY

INFORMATION ABOUT CONSENT TO CONDITIONS/STIPULATIONS AND WAIVER OF CLAIMS FOR DIMINUTION IN VALUE

Pinal County, as part of the application process concerning land use requests, is now requesting that property owners or their authorized agents execute and return the attached Consent and Waiver. This policy is a result of that part of the Private Property Rights Protection Act (Proposition 207) that deals with regulatory takings and changes in land uses (A.R.S. §§12-1134 – 12-1138).

By signing the Consent and Waiver, the property owner agrees and consents to all conditions and stipulations in conjunction with the property owner's application, acknowledges that approval of the application might affect current or existing rights to use, divide, sell or possess the owner's property, and waives any right to compensation for diminution in value that may result from approval.

The Consent and Waiver form will be provided at the Concept Review Meeting to allow ample time for review. Should the Pinal County Planning and Zoning Commission ("Commission") recommend approval of the property owner's application, the form will again be provided to applicant together with the Commission's recommended stipulations/conditions. These materials will be provided to the applicant via e-mail, within three business days of the Planning Commission hearing. The property owner is requested to return the executed document to the Pinal County Planning and Development Department within 10 working days so that the document can be inserted into the packet to be presented to the Supervisors as part of the planning staff's report.

If an owner does not sign the Consent and Waiver, the application will continue through the normal County process. The Supervisors will be informed of the refusal and this will be one of the factors considered by the Supervisors.

If the Commission recommends denial of the property owner's application but the Supervisors decide to approve the application, the property owner will be requested to sign the Consent and Waiver with attached conditions/stipulations and conditions, after the Board of Supervisors' hearing.

CONSENT TO SCHEDULE FOR DEVELOPMENT AND CONDITIONS/STIPULATIONS AND WAIVER OF CLAIMS FOR DIMINUTION IN VALUE

This Consent to Schedule for Development and Conditions/Stipulations and Waiver of Claims for Diminution in Value ("Consent and Waiver") is made in favor of Pinal County (the "County") by Toone Family Ltd Partnership 3 ("Owner").

Owner warrants and represents that Owner is the fee title owner of the property described herein, and that no other entity or person has an ownership interest in the property. Prior to Owner's transfer, sale or conveyance of all or any part of its right, title and interest in the Property at any time within thirty (30) days of the County's approval of Owner's application described herein, Owner shall notify the County of said transfer, sale or conveyance and shall require the new Owner to execute and agree to this Consent and Waiver as part of any transfer, sale or conveyance of the property described herein.

Owner acknowledges that A.R.S. § 12-1134 of the Arizona Private Property Rights Protection Act provides in some cases that a county is required to pay just compensation to a landowner if the County approves a land use law that reduces the fair market value of the owner's property. Owner further acknowledges that A.R.S. § 12-1134 authorizes a private property owner to waive any claim for diminution in value of property in connection with any action proposed by a county or any action requested by the property owner.

Owner has submitted an application to Pinal County ("County") requesting the County approve a Major Comprehensive Plan Amendment for development of the following described property ("Property"):

["Legal description is attached hereto as Exhibit "A."]

By signing below, Owner agrees and consents to the Schedule for Development and all the conditions/stipulations imposed by Pinal County in conjunction with the approval of the Major Comprehensive Plan Amendment, Case No. PZ-PA-007-24, which are attached hereto as

["Stipulations are attached here to as Exhibit "B."]

By signing below, Owner acknowledges that the approval of the Major Comprehensive Plan Amendment, Case No. PZ-PA-007-24, might affect existing rights to use, divide, sell or possess the Property. By signing below, Owner hereby waives any and all rights to claim compensation for diminution in value pursuant to A.R.S. §12-1134 that may now or in the future exist as a result of the approval of the Major Comprehensive Plan Amendment, Case No. PZ-PA-007-24, and the Schedule for Development and conditions/stipulations imposed in conjunction with the approval. Owner waives any and all rights to claim compensation for diminution in value for any action taken by the County to rescind approval of Major Comprehensive Plan Amendment in Case No. PZ-PA-007-24 because of non-compliance with the Schedule for Development and/or any of the approved conditions/stipulations.

This Consent and Waiver shall run with the land and shall be binding upon all present and subsequent property owners.

Owner consents to the recordation of this Consent and Waiver after approval of the above-referenced case by the County. If Owner withdraws its application prior to final action of the County or the County denies the application, Owner is released from this Consent and Waiver.

OWNER: Teone Family Ltd Partnership 3
[Print Entity Name]

Signature

Its: Partner
[Title, if applicable]

Dated: 10/10/24

OWNER: Teone Family Ltd Partnership 3
[Print Entity Name]

Signature

Its: Partner
[Title, if applicable]

Dated: 10 Oct 2024

INDIVIDUAL ACKNOWLEDGMENT
[To be filled out if NOT a corporation, partnership, or trust]

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 10 day of October, 2024, by Michael Toone and Carol Toone
[Insert Name of Signor(s)]

Brian Hudson
Notary Public

My commission expires: 12/1/2024

BRIAN HUDSON
Notary Public - Maricopa County
Commission No. 593186
My Commission Expires
12/1/2024

CORPORATION, OFFICER, PARTNER OR TRUSTEE ACKNOWLEDGMENT
[To be filled out if a corporation, partnership, or trust]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this ____ day of _____, _____, by _____ as _____
[Insert Name of Officer] *[Insert Title]*
of _____, an _____ corporation,
[Insert Name of Company] *[Insert State of Incorporation]*
who being authorized to do so, executed the foregoing instrument on behalf of said entity for the purposes stated therein.

_____
Notary Public

My commission expires: _____

PZ-PA-007-24 CACTUS FLOWER SOLAR
EXHIBIT A
LEGAL DESCRIPTION

APNS: 408-11-025B, 408-11-025D, 408-11-024A, 408-11-024C, & 408-11-025C

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

ALL OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THE SOUTH 693.00 FEET OF THE EAST 677.00 FEET THEREOF;

THE ABOVE ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 2" ALUM CAP MARKED "DICKSON LS 466", SAME BEING THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE SOUTH 00°27'01" EAST ALONG THE EAST LINE OF THE NORTHEAST CORNER OF SAID SECTION 25 A DISTANCE OF 2680.66 FEET TO A FOUND 5/8 INCH REBAR WITH ORANGE PLASTIC CAP 0.7 FEET BELOW GRADE, SAME BEING THE EAST ONE-QUARTER CORNER OF SAID SECTION 25;

THENCE SOUTH 00°27'04" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 1987.45 FEET TO A CALCULATED POINT;

THENCE LEAVING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 SOUTH 89°28'46" WEST A DISTANCE OF 677.00 FEET TO A CALCULATED POINT;

THENCE SOUTH 00°27'04" EAST A DISTANCE OF 693.00 FEET TO A CALCULATED POINT ON THE SOUTH LINE OF SAID SECTION 25;

THENCE SOUTH 89°28'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 4619.82 FEET TO A FOUND 1" IRON PIPE 0.8 FEET BELOW GRADE, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2013-096071 FILED 12/17/2013 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING THE SOUTHWEST CORNER OF SAID SECTION 25;

THENCE NORTH 00°00'05" WEST ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 5276.88 FEET TO A FOUND 1/2 INCH IRON PIPE 0.2 FEET BELOW GRADE, SAME BEING THE NORTHWEST CORNER OF SAID SECTION 25;

THENCE NORTH 88°33'32" EAST ALONG THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 5256.23 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED UNTO THE STATE OF ARIZONA IN THE PATENT OF SAID LAND.

CONTAINING 633.450 ACRES (27,593,062 SQ. FT.) OF LAND, MORE OR LESS.

APN: 408-11-023

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

ALL OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THE ABOVE ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 3/4 INCH IRON PIPE 1.0 FEET BELOW GRADE, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2006-065248 FILED 05/05/2006 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2005-121310 FILED 09/14/2005 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE SOUTH 00°40’58” EAST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 5332.98 FEET TO A FOUND 1/2 INCH IRON PIPE 0.2 FEET BELOW GRADE, SAME BEING THE SOUTHEAST CORNER OF SAID SECTION 23;

THENCE SOUTH 89°36’58” WEST ALONG THE SOUTH LINE OF SAID SECTION 23 A DISTANCE OF 5331.55 FEET TO A FOUND 2 INCH IRON PIPE 0.2 FEET BELOW GRADE, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2013-096071 FILED 12/17/2013 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING THE SOUTHWEST CORNER OF SAID SECTION 23;

THENCE NORTH 00°24’58” WEST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 5348.66 FEET TO A FOUND 2 INCH IRON PIPE 1.0 FEET BELOW GRADE, SAME BEING THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE NORTH 89°47’11” EAST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 5306.76 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED UNTO THE STATE OF ARIZONA IN THE PATENT OF SAID LAND.

CONTAINING 652.164 ACRES (28,408,250 SQ. FT.) OF LAND, MORE OR LESS.

APN: 408-15-002

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

ALL OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THE NORTH 1760 FEET THEREOF;
THE ABOVE ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 2 INCH ALUMINUM CAP MARKED “DICKSON LS 466” 0.3 FEET BELOW GRADE, SAME BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE SOUTH 88°33’32” WEST ALONG THE SOUTH LINE OF SAID SECTION 24 A DISTANCE OF 5256.23 FEET TO A FOUND 1/2 INCH IRON PIPE 0.2 FEET BELOW GRADE, SAME BEING THE SOUTHWEST CORNER OF SAID SECTION 24;

THENCE NORTH 00°40’58” WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 3572.75 FEET TO A CALCULATED POINT ON THE WEST LINE OF SAID SECTION 24;

THENCE NORTH 88°24’33” EAST A DISTANCE OF 5297.56 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID SECTION 24;

THENCE SOUTH 00°01’33” EAST ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 3587.37 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL MINERALS, ORES, METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZER, FOSSILS AND OTHER LIKE SUBSTANCES IN, OR UNDER, SAID LAND, AS RESERVED UNTO THE STATE OF ARIZONA, AS SET FORTH IN THE PATENT TO SAID LAND.

CONTAINING 433.595 ACRES (18,887,378 SQ. FT.) OF LAND, MORE OR LESS.

APN’S: 408-12-002 AND 408-12-003

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

THE SOUTH 1760 FEET OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THE ABOVE ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 3/4 INCH IRON PIPE 1.0 FEET BELOW GRADE, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2005-121310 FILED 09/14/2005 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING REFERENCED ON RECORD OF SUREY FEE NO. 2006-065248 FILED 05/05/2006, SAME BEING THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE NORTH 00°41’11” WEST ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 1760.22 FEET TO A CALCULATED POINT ON THE WEST LINE OF SAID SECTION 13;

THENCE LEAVING THE WEST LINE OF SAID SECTION 13 NORTH 88°24’34” EAST A DISTANCE OF 5338.75 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID SECTION 13;

THENCE SOUTH 00°00’10” EAST ALONG OF THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 1760.68 FEET TO A CALCULATED POINT, SAME BEING THE SOUTHEAST CORNER OF SAID SECTION 13;

THENCE SOUTH 88°24’34” WEST ALONG THE SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 5317.75 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES, AND METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZER, FOSSILS AND OTHER SUBSTANCES AS RESERVED TO THE STATE OF ARIZONA, AS SET FORTH IN THE PATENT TO SAID LAND.

CONTAINING 215.283 ACRES (9,377,724 SQ. FT.) OF LAND, MORE OR LESS.

APN: 408-15-001

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

THE NORTH 1760 FEET OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THE ABOVE ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 3/4 INCH IRON PIPE 1.0 FEET BELOW GRADE, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2005-121310 FILED 09/14/2005 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING REFERENCED ON RECORD OF SUREY FEE NO. 2006-065248 FILED 05/05/2006, SAME BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE NORTH 88°24’34” EAST ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 5317.75 FEET TO A CALCULATED POINT, SAME BEING THE NORTHEAST CORNER OF SAID SECTION 24;

THENCE SOUTH 00°01’33” EAST ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 1760.66 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID SECTION 24;

THENCE LEAVING THE EAST LINE OF SAID SECTION 24 SOUTH 88°24’33” WEST A DISTANCE OF 5297.56 FEET TO A CALCULATED POINT ON THE WEST LINE OF SAID SECTION 24;

THENCE NORTH 00°40’58” WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 1760.22 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL MINERALS, ORES, METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE SUBSTANCES AS RESERVED IN THE PATENT TO SAID LAND.

CONTAINING 214.451 ACRES (9,341,483 SQ. FT.) OF LAND, MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011). THE DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000161059603405

Pinal Central Dispatch

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Burlington, ss:

Kevin Richman, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Pinal Central Dispatch, a newspaper published at Casa Grande, Pinal County, Arizona,Thursday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for 1 issues. The publications thereof having been on the following dates:

PUBLICATION DATES:
Oct. 10, 2024

NOTICE ID: m8bmFT0sSNabjqXwKnEQ
NOTICE NAME: PZ-PA-007-24

(Signed) Kevin Richman

VERIFICATION

State of New Jersey
County of Burlington

LIZA ORTIZ
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires November 27, 2028

Subscribed in my presence and sworn to before me on this: 10/11/2024

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY BOARD OF SUPERVISORS AT 9:30 A.M. ON THE 30TH DAY OF OCTOBER 2024, IN THE PINAL COUNTY ADMINISTRATIVE COMPLEX, IN THE BOARD OF SUPERVISORS HEARING ROOM, 135 N. PINAL STREET, FLORENCE, ARIZONA, TO CONSIDER AN APPLICATION FOR MAJOR COMPREHENSIVE PLAN AMENDMENT TO THE PINAL COUNTY COMPREHENSIVE PLAN.

PZ-PA-007-24 - PUBLIC HEARING/ACTION: Cypress Creek Renewables, LLC, applicant/agent, Heather Wise, requesting a Major Comprehensive Plan Amendment to amend the Land Use Plan and re-designate 2,148.94+ acres of land from Very Low Density Residential (VLDR, 0-1 du/ac) and Moderate Low Density Residential (MLDR, 1-3.5 du/ac) to Green Energy Production for a utility scale photovoltaic Solar Power Plant, situated on a portions of sections 13, 23, 24, and 25, T09S, R07E of the Gila and Salt River Base and Meridian (legal on file) tax parcels: 408-11-025B, 408-11-025C, 408-11-025D, 408-11-024A, 408-11-024C, 408-11-0230, 408-15-0020, 408-15-0010, 408-12-0020, 408-12-0030 located eight miles south of Eloy and approximately seven miles south of interstate 10 within the unincorporated area of Pinal County.

ALL PERSONS INTERESTED IN THIS MATTER MAY APPEAR AND SPEAK AT THE PUBLIC HEARING AT THE DATE, TIME, AND PLACE DESIGNATED ABOVE.

DOCUMENTS PERTAINING TO THIS CASE CAN BE FOUND ON THE NOTICE OF HEARING PAGE FOR THE P&Z COMMISSION AT: https://www.pinal.gov/236/Notice-of-Hearings

DATED THIS 25th DAY OF SEPTEMBER 2024, by Pinal County Community Development Department.

TO QUALIFY FOR FURTHER NOTIFICATION IN THIS LAND USE MATTER YOU MUST FILE WITH THE PLANNING DEPARTMENT A WRITTEN STATEMENT OF SUPPORT OR OPPOSITION TO THE SUBJECT APPLICATION. YOUR STATEMENT MUST CONTAIN THE FOLLOWING INFORMATION:

1) Planning Case Number (see above)
2) Your name, address, telephone number and property tax parcel number (Print or type)
3) A brief statement of reasons for supporting or opposing the request
4) Whether or not you wish to appear and be heard at the hearing

WRITTEN STATEMENTS MUST BE FILED WITH:
PINAL COUNTY DEVELOPMENT SERVICES DEPARTMENT
85 N. FLORENCE STREET, PO BOX 749.
FLORENCE, AZ 85132

Contact for this matter: Sangeeta Deokar, Senior Planner
E-mail address: Sangeeta.deokar@pinal.gov
Phone # (520) 866-6641
No. of publications: 1: date of publication: Oct 10, 2024

LocaliQ
Arizona
GANNETT

PO Box 632099, Cincinnati, OH 45263-2099

AFFIDAVIT OF PUBLICATION

Donna Morey
SWCA Incorporated
20 E Thomas RD # 1700
Phoenix AZ 85012-3127

STATE OF WISCONSIN, COUNTY OF BROWN

The Arizona Republic, a newspaper published in the city of Phoenix and general circulation in the counties of Maricopa, Coconino, Pima and Pinal, State of Arizona, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

10/07/2024

and that the fees charged are legal.
Sworn to and subscribed before on 10/07/2024

Legal Clerk

Notary, State of WI, County of Brown

2-4-28

My commission expires

Publication Cost:	$1853.00	
Tax Amount:	$0.00	
Payment Cost:	$1853.00	
Order No:	10644072	# of Copies:
Customer No:	1388830	0
PO #:	LAZS0170516	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KEEGAN MORAN
Notary Public
State of Wisconsin

Cactus Flower BoS

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY BOARD OF SUPERVISORS AT 9:30 A.M. ON THE 30TH DAY OF OCTOBER 2024, IN THE PINAL COUNTY ADMINISTRATIVE COMPLEX, IN THE BOARD OF SUPERVISORS HEARING ROOM, 135 N. PINAL STREET, FLORENCE, ARIZONA, TO CONSIDER AN APPLICATION FOR MAJOR COMPREHENSIVE PLAN AMENDMENT TO THE PINAL COUNTY COMPREHENSIVE PLAN.

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PINAL COUNTY DEVELOPMENT SERVICES DEPARTMENT
85 N. FLORENCE STREET, PO BOX 749.
FLORENCE, AZ 85132
Contact for this matter: Sangeeta Deokar, Senior Planner
E-mail address: Sangeeta.deokar@pinal.gov
Phone # (520) 866-6641
October 7 2024
LAZS0170516

AFFIDAVIT OF POSTING OF BROADCAST SIGN

I, Tommy Blassigame, Applicant for case PZ-PA-007-24 (Case number), personally caused 34 sign(s) to be posted in a visible place on or near the proposed project site on October 3, 2024 (Date), at least 28 days before the Planning and Zoning Commission Public Hearing, regarding the proposed Solar (Type of application), in unincorporated Pinal County

The notice was posted as indicated on the attached map and photograph.

TBlassigame
Applicant

STATE OF ARIZONA)
) ss:
COUNTY OF PINAL)

Subscribed and sworn to me by Tommy Blassigame this 3 day of October, 2024.

Dorena Mello
Notary Public

My Commission Expires: 5/28/2025

Notary Public State of Arizona
Maricopa County
Dorena Marie Mello
My Commission Expires 05/28/2025
Commission Number 604187

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY BOARD OF SUPERVISORS AT 9:30 A.M. ON THE **30TH** DAY OF **OCTOBER 2024**, IN THE PINAL COUNTY ADMINISTRATIVE COMPLEX, IN THE BOARD OF SUPERVISORS HEARING ROOM, 135 N. PINAL STREET, FLORENCE, ARIZONA, TO CONSIDER AN APPLICATION FOR **MAJOR COMPREHENSIVE PLAN AMENDMENT** TO THE PINAL COUNTY COMPREHENSIVE PLAN.

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DATED THIS **25th** DAY OF **SEPTEMBER 2024**, by Pinal County Community Development Department.

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WRITTEN STATEMENTS MUST BE FILED WITH:
PINAL COUNTY DEVELOPMENT SERVICES DEPARTMENT
85 N. FLORENCE STREET, PO BOX 749.
FLORENCE, AZ 85132

Contact for this matter: Sangeeta Deokar, Senior Planner
E-mail address: Sangeeta.deokar@pinal.gov
Phone # (520) 866-6641

[*Anything below this line is not for publication*.]

TO BE PUBLISHED:
Pinal Central Dispatch
Arizona Republic

PINAL ALLIANCE FOR ECONOMIC GROWTH

October 17, 2024

Pinal County Board of Supervisors
135 N Pinal Street
Florence, AZ 85132

Re: Cypress Creek "Cactus Flower" Solar/Storage Project (CPA, PZ-PA-007-24)

Dear Pinal County Supervisors:

I urge your support for Cypress Creek's application for a Comprehensive Plan Amendment regarding the proposed Cactus Flower Solar project in District 4 south of Eloy.

This 270MW solar + 270 MW battery storage project is planned on 2,148 acres of existing privately owned farmland. The location of this project is ideal given its remoteness

The project will generate significant tax revenue for Eloy Elementary School District, Santa Cruz Valley Unified High School District, Central Arizona College, and Pinal County, among others. The project won't require additional costly services such as water, sewer, roads, or utilities. Additionally, it will pay for any additional emergency response services that may be needed.

Cypress Creek has a record of active community involvement, including active membership in Pinal Alliance, scholarship programs, and investments in the area, including a $25,000 donation to the Santa Cruz Valley Historic Museum.

As Pinal County continues to grow and companies demand a portion of their electricity come from renewable sources, projects like Cactus Flower Solar will contribute to energy diversity and the need for reliability. Thank you for your consideration of this request.

Sincerely,



Patricia King
Executive Manager

cc: Sangeeta Deokar, sangeeta.deokar@pinal.gov

Via Email: sangeeta.deokar@pinal.gov

Dear Pinal County Supervisors, P&Z Commissioners, and Staff:

The Eloy Chamber of Commerce would like to submit this letter in support of Cactus Flower Solar, a Cypress Creek Renewables proposed project, located approximately 9 miles south of Eloy. We believe this project should be approved for a Pinal County major comprehensive plan amendment for several reasons:

· We believe this project makes sense for our community. It's located in a remote area near other compatible uses and will not be detrimental to our way of life in Eloy.

· This project will generate millions in local property tax revenue in addition to creating new economic activity and jobs for the area that will have a positive impact on Eloy and the region.

· Cypress Creek has been a good community partner to Eloy to date through scholarships, sponsorships, and a direct donation to our Santa Cruz Valley Historic Museum that will allow us to ensure that people of all abilities can comfortably visit.

· By allowing the local landowners to use their property for solar, will help keep agricultural land available for the future, especially if the water availability improves in 40 years.

Our mission is to foster, enable, and facilitate the success of Eloy businesses so our community is financially healthy and all the people living, working, and playing in Eloy will enjoy a quality lifestyle. Cypress Creek has shown that Cactus Flower Solar will likely be one of many outstanding businesses we have in Eloy that will help us advance those goals, and we look forward to continuing to partner with them.

Sincerely,

Andrew Rodriguez, Executive Director

Eloy Chamber of Commerce

PINAL COUNTY

Sangeeta Deokar <sangeeta.deokar@pinal.gov>

Citizen Letter

1 message

Roger Biede <rcbthree@hotmail.com> Tue, Sep 24, 2024 at 8:31 AM
To: "sangeeta.deokar@pinal.gov" <sangeeta.deokar@pinal.gov>

Pinal County Staff and Leaders,

As a citizen of Pinal County, I follow the county agendas best I can and try to stay informed about what's happening. I think that staff and officials are doing a great job smartly growing the county to benefit all its residents. I'm impressed by the economic growth I've seen over my 10 years living here.
As you face decisions for the major comprehensive plan amendment process, I wanted to tell you that the application for Cactus Flower Solar stood out to me because of the letters from the landowners and because of the positive impact it will have for the county. I'm a strong believer in private property rights as long as direct neighbors are not negatively impacted.

For Cactus Flower Solar, I don't see a downside. It's in an area that the City of Eloy has long said they are comfortable with solar and is extremely remote. The current farmers simply cannot survive on the CAP water credits they are currently allotted, it seems from their letters, and they deserve the right to do what they need to do with their property to support themselves and their families. Overall, this project is in an area where solar makes sense and should not be visible at all to the majority of residents of Eloy.

I support this project receiving the approvals it needs for the major comprehensive plan amendment and will continue to keep a watchful eye on its progress.

Sincerely,

Roger Biede
Florence, Arizona

PZ-PA-007-24

Leo Lew
County Manager

PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING DATE: SEPTEMBER 25, 2024

TO: PINAL COUNTY- PLANNING AND ZONING COMMISSION

CASE NO: **PZ-PA-007-24 CACTUS FLOWER SOLAR**

CASE COORDINATOR: SANGEETA DEOKAR, SENIOR PLANNER

Executive Summary: *Pinal County Comprehensive Plan Major Amendment request by Cactus Flower Solar LLC, applicant/agent to re-designate 2,148.94± acres from Very Low Density Residential (VLDR, 0-1 du/ac) and Moderate Low Density Residential (MLDR, 1-3.5 du/ac) to Green Energy Production for a photovoltaic Solar Power Plant.*

If this request is approved by the Board:
If this major amendment to the Pinal County Comprehensive Plan is approved, the action will allow the applicant to begin the process of rezoning the property to develop a photovoltaic solar energy production facility on 2,148.94± acres.

Citizens Advisory Committee:
Citizen's Advisory Committee voted 15-0 to recommend forwarding **approval** of case **PZ-PA-007-24** to the Planning and Zoning Commission.

Staff Recommendation:
Staff offers **recommendation** of **approval** for the applicant's request.

LEGAL DESCRIPTION: 2,148.94± acres, situated on a portions of sections 13, 23, 24, and 25, T09S, R07E of the Gila and Salt River Base and Meridian (legal on file)

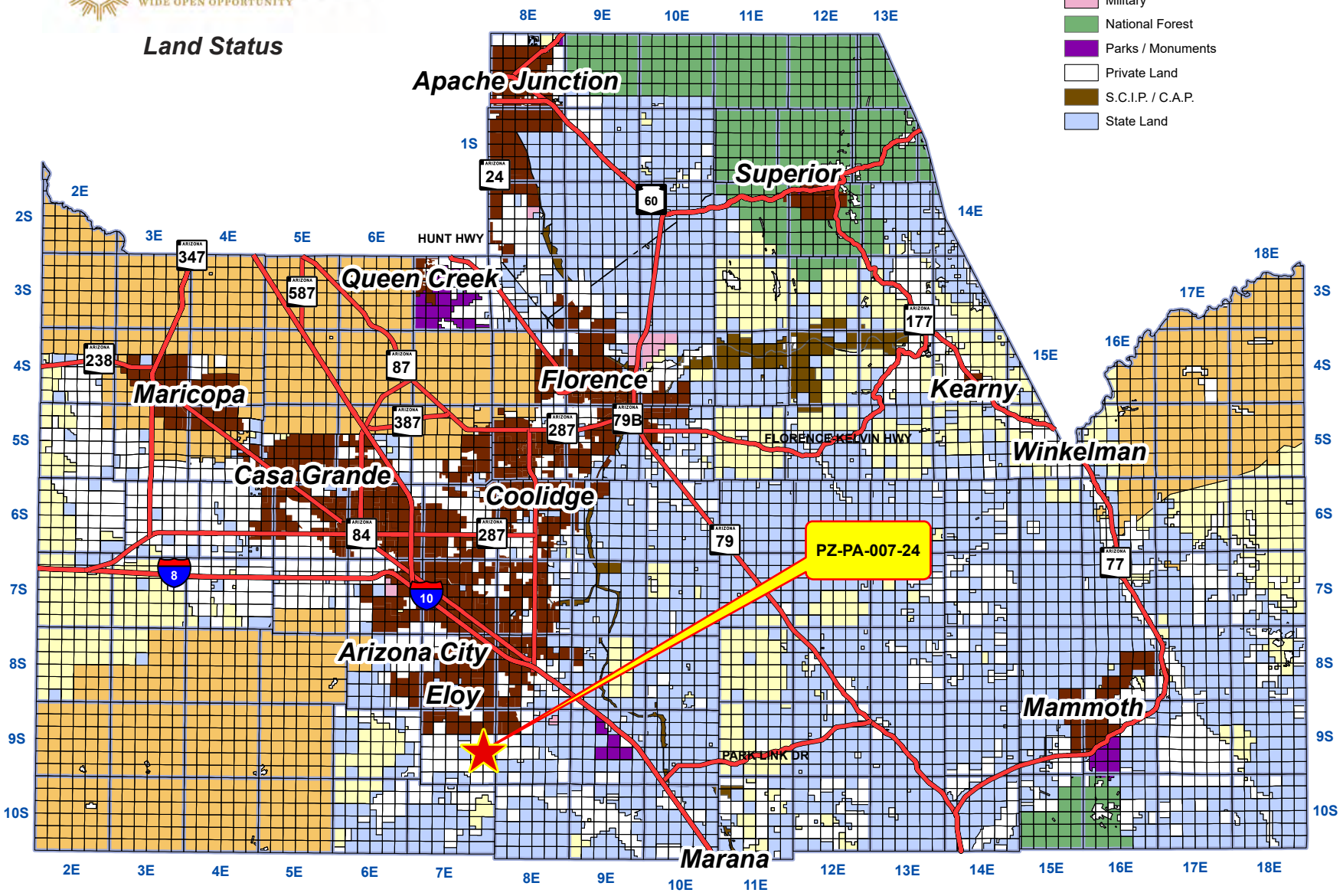
TAX PARCELS: 408-11-025B, 408-11-025C, 408-11-025D, 408-11-024A, 408-11-024C, 408-11-0230, 408-15-0020, 408-15-0010, 408-12-0020, 408-12-0030

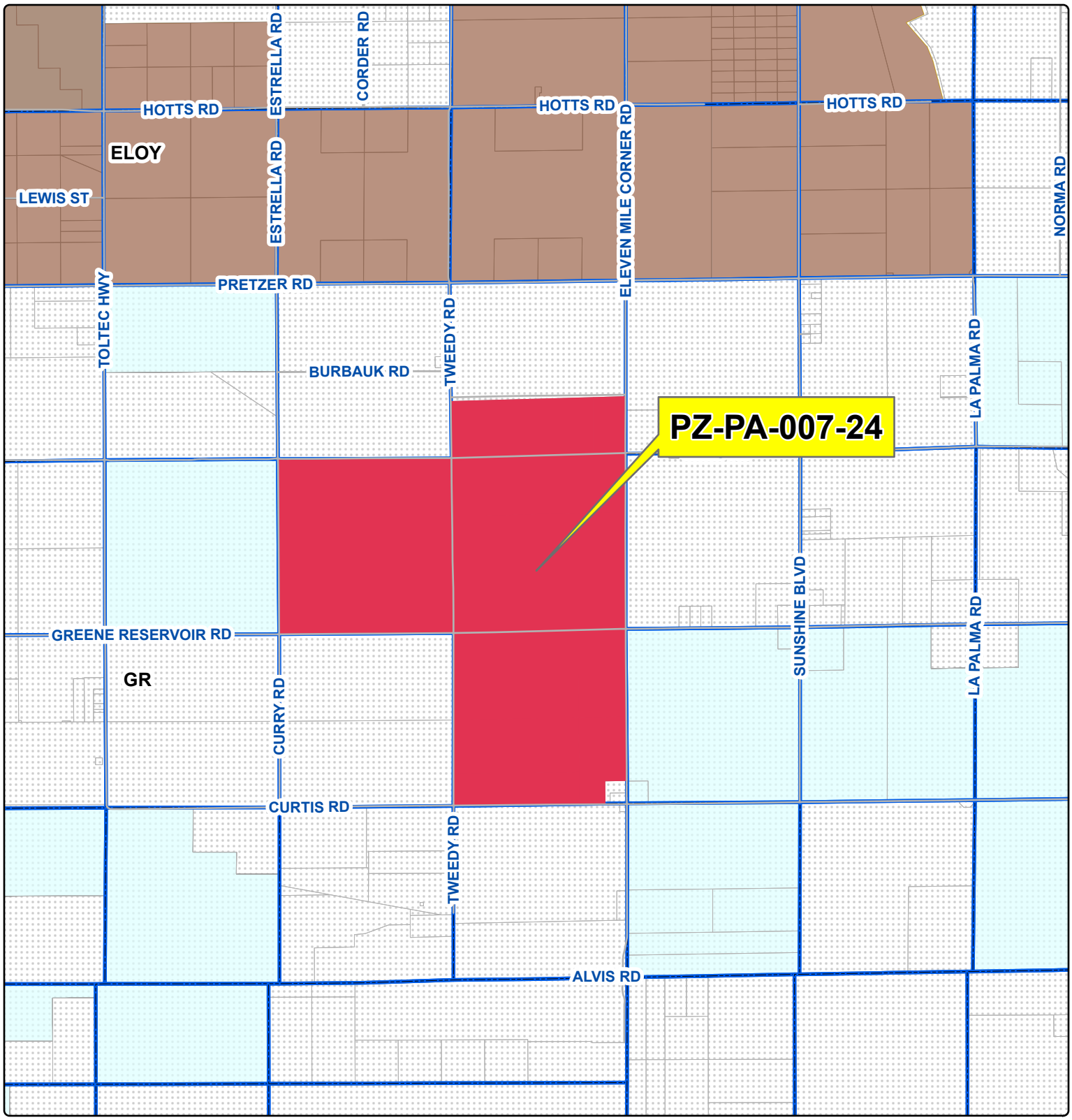
APPLICANT/AGENT: Cypress Creek Renewables, LLC, applicant/agent, Heather Wise

REQUESTED ACTION & PURPOSE **PZ-PA-007-24**: **PUBLIC HEARING/ACTION:** Cypress Creek Renewables, LLC, applicant/agent, Heather Wise, requesting a Major Comprehensive Plan Amendment to amend the Land Use Plan and re-designate 2,148.94± acres of land from Very Low Density Residential (VLDR, 0-1 du/ac) and Moderate Low Density Residential (MLDR, 1-3.5 du/ac) to Green Energy Production for a utility scale photovoltaic Solar Power Plant, situated on a portions of sections 13, 23, 24, and 25, T09S, R07E of the Gila and Salt River Base and Meridian (legal on file) tax parcels: 408-11-025B, 408-11-025C, 408-11-025D,408-11-024A, 408-11-024C, 408-11-0230, 408-15-0020, 408-15-0010, 408-12-0020, 408-12-0030 located eight miles south of Eloy and approximately seven miles south of interstate 10 within the unincorporated area of Pinal County.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Land Status





Community Development

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Legal Description:
Situated on a portions of sections 13, 23, 24, and 25, T09S, R07E of the Gila and Salt River Base and Meridian (legal on file) tax parcels: 408-11-025B, 408-11-025C, 408-11-025D,408-11-024A, 408-11-024C, 408-11-0230, 408-15-0020, 408-15-0010, 408-12-0020, 408-12-0030 located eight miles south of Eloy and approximately seven miles south of interstate 10 within the unincorporated area of Pinal County.

SEC 13, 23, 24, & 25, TWN 09S, RNG 07E

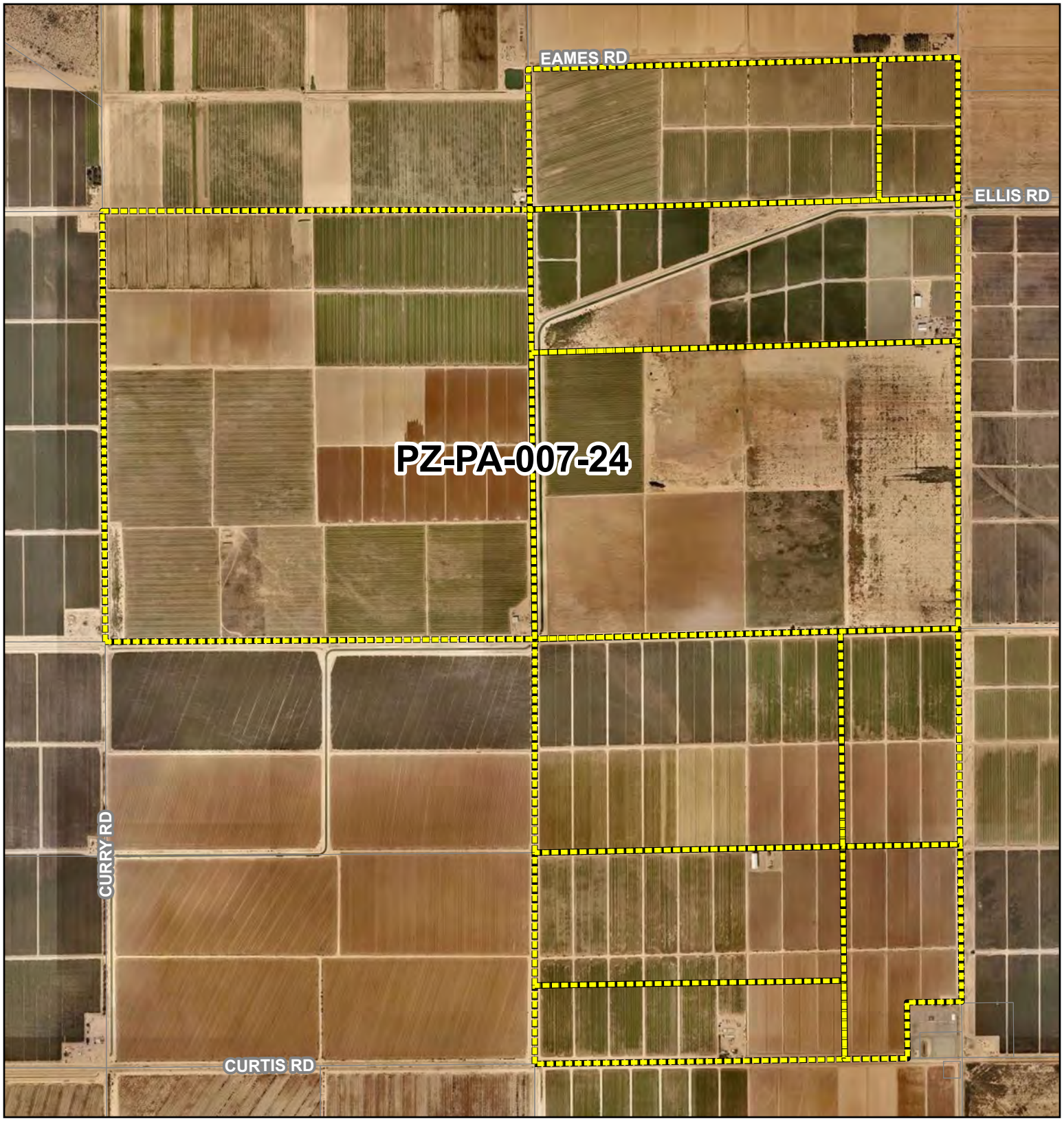
Sheet No. 1 of 1

Owner/Applicant: CYPRESS CREEK RENEWABLES, LLC

Drawn By:	Date:
GIS / IT / RWH	07/8/2024

Section	Township	Range
13, 23, 24, & 25	09S	07E

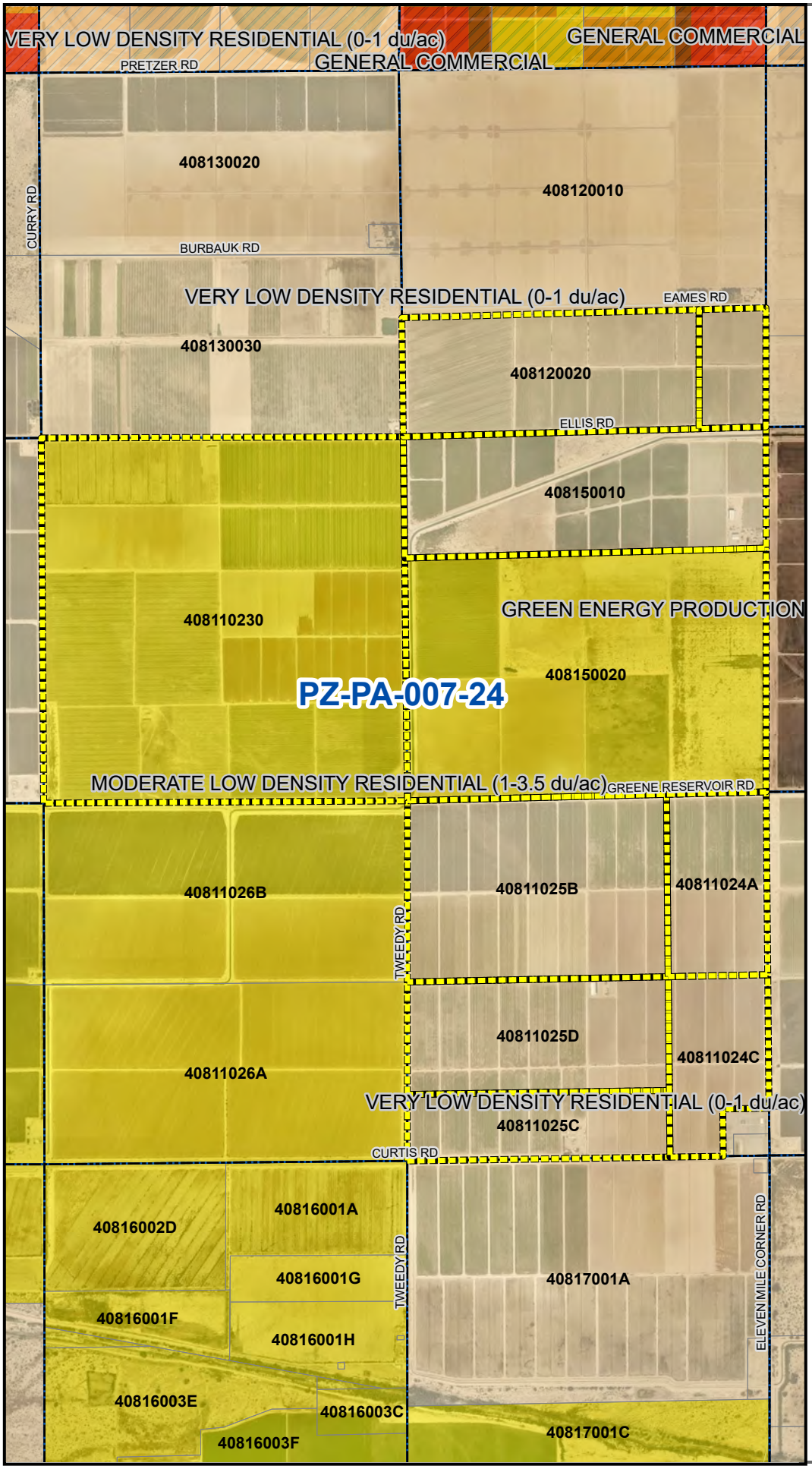
Case Number: PZ-PA-007-24



Community Development

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PZ-PA-007-24



PINAL COUNTY
WIDE OPEN OPPORTUNITY

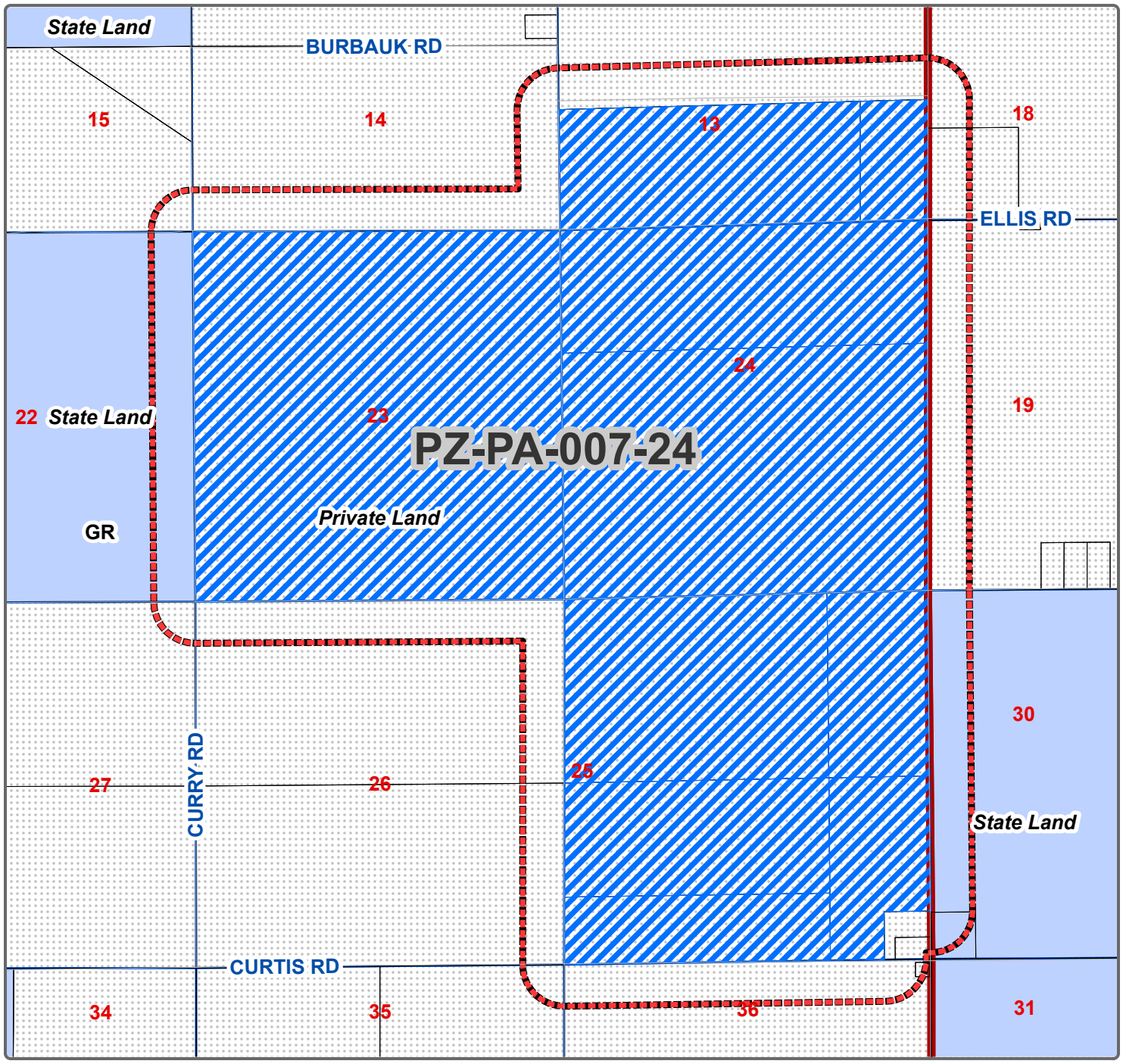
PZ-PA-007-24

FROM:

VERY LOW DENSITY RESIDENTIAL, MODERATE LOW DENSITY RESIDENTIAL

TO:

GREEN ENERGY PRODUCTION



Community Development

PZ-PA-007-24 – PUBLIC HEARING/ACTION: Cypress Creek Renewables, LLC, applicant/agent, Heather Wise, requesting a Major Comprehensive Plan Amendment to amend the Land Use Plan and re-designate ±2,123 acres of land from Very Low Density Residential (VLDR, 0-1 du/ac) and Moderate Low Density Residential (MLDR, 1-3.5 du/ac) to Green Energy Production for a utility scale photovoltaic Solar Power Plant, situated on a portions of sections 13, 23, 24, and 25, T09S, R07E of the Gila and Salt River Base and Meridian (legal on file) tax parcels: 408-11-025B, 408-11-025C, 408-11-025D,408-11-024A, 408-11-024C, 408-11-0230, 408-15-0020, 408-15-0010, 408-12-0020, 408-12-0030 located eight miles south of Eloy and approximately seven miles south of interstate 10 within the unincorporated area of Pinal County.

Current Zoning: GR

Current Land Use: VLDR, MLDR

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Legal Description: Situated on a portions of sections 13, 23, 24, and 25, T09S, R07E of the Gila and Salt River Base and Meridian (legal on file) tax parcels: 408-11-025B, 408-11-025C, 408-11-025D,408-11-024A, 408-11-024C, 408-11-0230, 408-15-0020, 408-15-0010, 408-12-0020, 408-12-0030 located eight miles south of Eloy and approximately seven miles south of interstate 10 within the unincorporated area of Pinal County.
SEC 13, 23, 24, and 25, TWN 09S, RNG 07E

Sheet No. 1 of 1

Owner/Applicant: CYPRESS CREEK RENEWABLES, LLC			
Drawn By: GIS / IT /RWH			Date: 07/08/2024
Section 13, 23, 24, and 25	Township 09S	Range 07E	
Case Number: PZ-PA-007-24			

LOCATION: Located eight miles south of Eloy and approximately seven miles south of interstate 10 within the unincorporated area of Pinal County

SIZE: 2,148.94± acres.
STAFF FINDINGS-

PUBLIC COMMENT:
To date no comments in writing have been received from surrounding property owners.

PUBLIC PARTICIPATION:

60 day review period:	6/10/2024 to 8/10/2024
Newspaper Publication:	9/5/2024 & 9/3/24
Site Posting:	8/29/2024
Property mail outs:	8/30/2024
Web posting:	9/9/2024

OTHER REVIEW AGENCY COMMENTS:
As of the writing of this report AZ Game and Fish agency comments has been received. These have been included in the discussion and recommendations.

County also received comments from Department of Air Force, Air Education and Training Command, Luke AFB. Their input has been added under the analysis for the case.

PLAN AMENDMENT DISCUSSION:

Request to change Land-use:
The applicant is requesting a major amendment of the Pinal County Comprehensive Plan to amend the Land Use Plan from **Very Low Density Residential (VLDR, 0-1 du/ac**) and **Moderate Low Density Residential (1-3.5 du/ac)** to **Green Energy Production** on approximately 2,148.94± acres. The property, currently zoned General Rural (GR) and previously used for agriculture, borders the eastern edge of the Eloy Solar project, which was approved in 2021 for Green Energy Production on 1,251.7± acres. Additionally, 5 miles south-west of this proposal is another approved Utility scale solar project called the Sonak Solar.

Very Low Density Residential (VLDR, 0-1 du/ac) and Moderate Low Density Residential (MLDR, 1-3.5 du/ac) land use classifications are for residential development planned for rural lifestyle and suburban residential pattern. Currently the parcel sites are far from development and have almost no houses in the vicinity of the project area. The area is not platted or zoned, therefore there are no entitlements existing on the parcels or surrounding areas.

Green Energy Production Land-use classification is specifically designated for Utility scale Solar projects. Solar project away from existing and planned urban, sub-urban areas in remote places are preferred as they have minimal impact.

Location of the proposed Cactus Solar project is in a remote area with minimal development in the near vicinity. This also falls in the extended planning area for the city of Eloy.

Project Proposal:
Cactus Flower Solar LLC, a subsidiary of Cypress Creek Renewables Development, is proposing a solar generation project with a capacity of 270 megawatts alternating current (MWac) and a 270 megawatt (MW) battery energy storage system (BESS). The project encompasses 10 parcels of privately-owned land in unincorporated Pinal County, covering 2,148.94± acres of flat, actively farmed land. It will include a solar photovoltaic (PV) array, BESS, an on-site substation, and an Operations & Maintenance (O&M) building for site maintenance and monitoring.

The proposed project includes a new 13-mile gen-tie transmission line to connect to a new APS substation. This new substation will be part of the APS' Tat Momoli-Saguaro 230 kV transmission line. The new gen-tie will be located southwest of the project. The project falls within the Transitional Cluster Study process with APS regarding a Large Generator Interconnection Agreement ("LGIA"). Targeted execution for the LGIA is 2025. This agreement will govern the interconnection timeline and ability for the Project to connect to the new APS substation and the regional grid. APS currently serves multiple communities in this region of Pinal County such as the City of Eloy, City of Coolidge, the Town of Florence and multiple other portions of the unincorporated Pinal County.

Location and Accessibility
The proposed project is situated eight miles south of Eloy and about seven miles south of Interstate 10 (I-10). Access to the site is available via existing gravel roads, including Ellis Road and E Greene Reservoir Road for western and eastern access, and S. Eleven Mile Corner Road, S. Tweedy Road, and S. Curry Road for northern and southern access points.

Site Data
The land is presently dedicated to agricultural activities by its owners. Due to inadequate groundwater, farmers are facing difficulties in sustaining their farming operations. As a result, farmers are exploring alternative land uses due to reduced water allocations from the Central Arizona Project (CAP). The project site and surrounding areas are farmlands with almost negligible development. This region south of the City of Eloy is sparsely developed and a preferred area with little impact the surrounding population. Utility-scale solar projects have emerged as a popular option because they require minimal water usage and offer financial benefits through leasing or selling the land to solar companies.

Flood Zone
The project site is situated within FEMA Zone A, indicating a 1% annual chance of flood hazard covering 668 acres, and Zone X, indicating a 0.2% annual chance of flood hazard covering 1,480 acres. Additionally, the site lies within the 100-year floodplain.

Environmental study
The Project encompasses predominantly flat agricultural land with a gentle slope of 0.01 foot per foot from west to east. Environmental studies conducted by the applicant revealed no significant environmental issues onsite. There were no suitable habitats for federally listed or protected species, although western burrowing owls and migratory nesting bird species were identified in the project area. Various assessments have been conducted for the site, including the Critical Issue Analysis (CIA), Phase 1 Environmental Site Assessment (ESA Phase 1), Wetland and other Waters of the United States Delineation report, Biological Resources Assessment (BRA), and Cultural Resources assessment. These

assessments will guide the development of design and mitigation measures for the project going forward.

The portion of the project is located underneath a low-level military training route (VR241) and therefore Luke AFB informal review will require to be completed by the applicant. This review process would be through the DoD Siting Clearinghouse for Energy, Installations, and Environment to ensure that there would be no impact to the training operations conducted.

STAFF ANALYSIS AND RECOMMENDATION:

The Cactus Flower Solar project proposal is situated in a remote area, distanced from major developments proposed nearby. It is not proximate to any current or planned towns, housing, employment centers, parks, or recreational trails. The land use designation is Very Low Density Residential (VLDR) and Medium Low Density Residential (MLDR), far away from immediate urbanization. The project lies south of the City of Eloy, within a preferred location for large-scale solar projects, and borders Green Energy Production land use along its eastern boundary.

The project is located far from towns, housing, commercial centers, parks and areas that may expand in the near future. This has minimal impact and therefore aligns with the policy 3.1.1.5 – 'locate more impactful commercial and industrial uses in area away from homes where negative impacts can be mitigated'

The project is located along existing transportation corridors. Solar projects do not generate additional traffic once constructed and does not interfere with traffic patterns existing within this region. Half of the project area intersects with the proposed I-11 corridor. The I-11 Highway spans 2000 feet wide, with a 400-feet wide alignment planned for the highway right-of-way. Since 2016, the Arizona Department of Transportation (ADOT) and the Federal Highway Administration conducted preliminary reviews and released a Final Tier 1 Environmental Impact Statement (EIS) in 2021. No land use approvals for the I-11 corridor have been granted, necessitating additional studies.

Solar energy is a renewable resource that uses minimal water and provides a cleaner alternative to meet the growing energy demand. This project supports the County's sustainability vision and leadership goals by:

1. Aligning with following objectives outlined in the Pinal County Comprehensive Plan:
   Goal 7.2: Safeguard the long-term water supply for Pinal County
   Goal 7.3: Enhance energy efficiency in Pinal County
   Goal 7.6: Increase the use of renewable energy in Pinal County
   Goal 7.6: Ensure adequate future energy provision while preserving the natural environment and resources

2. Being located away from urban areas with minimal surrounding development, thus having a negligible impact on nearby areas.

3. Not affecting any environmentally sensitive areas due to the proposed change.

Further analysis is needed to assess the implications of the proposed high-capacity I-11 corridor, the effects of Flood Zone A on a large portion of the site, and the necessary Luke AFB clearances for military training operations.

After a detailed review of the request, Pinal County Comprehensive Plan and Pinal County Development Services Code, staff has recommends approval at this point. However, in addition to staff comments, should the Planning and Zoning Commission find, after the presentation of the applicant and together with the testimony and evidence presented at the public hearing, that this Major Comprehensive Plan amendment is needed and necessary at this location and time, will not negatively impact adjacent properties, will promote orderly growth and development of the County and will be compatible and consistent with the applicable goals and policies of the Pinal County Comprehensive Plan, then staff recommends that the Planning and Zoning Commission forward **PZ-PA-007-24**, to the Board of Supervisors with a favorable recommendation. If the Planning and Zoning Commission cannot find for all of the factors listed above, then staff recommends that the Planning and Zoning Commission forward this case to the Board of Supervisors with recommendation of denial.

Date Prepared: 09/18/24 SD

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PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

PROCEDURE AND APPLICATION FOR A PROPOSED NON-MAJOR COMPREHENSIVE PLAN AMENDMENT

A. Attend a Concept Review (Zoning pre-application (Z-PA)) meeting with the Planning Department and affected County agencies.

B. File an application and all required supporting documentation for a Comprehensive Plan Amendment. Please use the attached application forms.

C. Public hearing before the Planning Commission with Commission recommendation to the Board of Supervisors. Time frame is approximately 10 to 15 weeks from application acceptance by the Planning Department.

D. Public hearing, (approximately 4 to 8 weeks after Planning Commission hearing), before the Board of Supervisors.

PROCEDURE FOR A PROPOSED MAJOR COMPREHENSIVE PLAN AMENDMENT

A. Attend a Concept Review (Zoning Pre-Application (Z-PA)) meeting with the Planning Department and affected County agencies.

B. File an application and all required supporting documentation for a Comprehensive Plan Amendment. Please use the attached application forms.

C. Public meeting with the Citizens Advisory Committee.

D. Public hearing before the Planning Commission with Commission recommendation to the Board of Supervisors.

E. Public hearing before the Board of Supervisors.

*Public hearing schedule will be made available in June.

FEE SCHEDULE FOR MAJOR AND NON-MAJOR AMENDMENTS

A. Major Comprehensive Plan Amendment: $5,091.00

B. Non-major Comprehensive Plan Amendment:

   a. 0-499 mailouts: $4,478.00
   b. 500 or more mailouts: $4,824.00
   c. With accompanying zone change: $3,354.00

COMMUNITY DEVELOPMENT
Planning Division

85 N. Florence St., PO Box 2973, Florence, AZ 85132 T 520-866-6442 FREE 888-431-1311 F 520-866-6530
www.pinalcountyaz.gov

DocuSign Envelope ID: DEF97335-E250-42A8-9F9C-7262D70F00B7

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

APPLICATION FOR A COMPREHENSIVE PLAN AMENDMENT IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA
(All Applications Must Be Typed or Written in Ink)

Comprehensive Plan Amendment unincorporated & Property Information:
(Feel free to include answers and to these questions in a Supplementary Narrative, when doing so write see narrative on the space provided)

1. The legal description of the property: See application Narrative, Appendix D

2. Parcel Number(s): 40811025B, 40811025D, 40811024A, 40811024C , 40811025C, 408150010, 408110230, 408150020, 408120020, 408120030 Total Acreage: 2,148.94 acres

3. Current Land Use Designation: Very Low and Moderate Low Density Residential

4. Requested Land Use Designation: Green Energy Production

5. Date of Concept Review: 5/14/2024 Concept Review Number: Z-PA-0380-24

6. Why is this Comprehensive Plan Amendment being requested? (You must provide a summary of the anticipated development on this page, if not provided, the application cannot be processed.): The Applicant is requesting an Amendment for approximately 2,145 acres across 10 parcels, all-privately-owned, in unincorporated Pinal County. The Amendment is requesting to change the land use classification for all parcels from Very Low Density Residential and Moderate Low Density Residential to Green Energy Production. This Amendment would allow for the development of a solar generation and energy storage facility in the far south of the county, in an area distant from towns, current and planned residential development, employment hubs, state parks, and scenic areas. It is on land that has been used as farmland, but can often no longer get sufficient water from the Central Arizona Project and is looking to be re-purposed.

7. Discuss any recent changes in the area that would support your application. The land is presently being used for agricultural purposes, but the landowners' abilities to continue to farm are being diminished by insufficient ground water and a shrinking water allocation from the Central Arizona Project. The landowners currently are unable to fully utilize their agricultural lands with their current water supplies. Thus, the landowners, who are long-time agricultural practitioners and champions, are considering new uses for the land. As an alternative to agriculture with high water use, a solar and energy storage facility would utilize little to no water during operations and limited water during construction eliminating the need for water allocation to this 2,145-acre Project. Additionally, the Project directly abuts existing GEP land use known as Eloy Solar (Figure 3), approved by the Board of Supervisors on November 17, 2021 (PZ-PA-005-21).

8. Explain why the proposed amendment is needed and necessary at this time. New energy generation is in high demand and the existing landowners are looking to find a new use for this land, as for many of them it is no longer adequately or optimally supporting farming. This solar and energy storage project is currently in a priority interconnection study with APS, and the results are expected in June 2024 with an interconnection agreement expected by early next year. The project has completed significant development and site work, 10-20% engineering is underway, and discussions are ongoing with potential utility and corporate customers. As the Pinal County processes typically take 1.5 years, this application cycle reflects the appropriate time to start the amendment process to align with the project development timeline.

INV#: AMT: DATE: CASE: Xref:

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PINAL COUNTY COMPREHENSIVE PLAN AMENDMENT APPLICATION

IN ADDITION TO THIS APPLICATION, YOU WILL NEED TO SUBMIT:

- ☐ A. **Certified Boundary Survey**, including legal descriptions of the proposed designations
- ☐ B. Location map which identifies the property and its relationship to Pinal Countyenvirons.
- ☐ C. Map showing the topography of the property.
- ☐ D. Site map which specifically identifies the property including parcels under separate ownership.
- ☐ E. Property owner(s) authorization for the Comprehensive Plan Amendment.
- ☐ F. Other information as may be determined necessary by the Planning staff or other information the applicant feels is pertinent to this request.
- ☐ G. Non-refundable filing fee as shown on the cover page.
- ☐ H. Narrative in PDF format.
- ☐ I. Neighborhood meeting report

Your application must be submitted digitally via the online submittal portal site at https://citizenaccess.pinalcountyaz.gov/CitizenAccess/Default.aspx

Please call or email the Planning Division for more information.

I 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.

Cactus Flower Solar, LLC	445 Bush Street, San Francisco, CA 94108	406-431-0686
Name of Landowner (Applicant)	Address	Phone Number

DocuSigned by: Heather Wise 8F057EB0506541D...	5/30/2024	heather.wise@ccrenew.com
Signature of Landowner (Applicant)		E-Mail Address

Heather Wise	445 Bush Street, San Francisco, CA 94108	406-431-0686
Name of Agent	Address	Phone Number

DocuSigned by: Heather Wise 8F057EB0506541D...	5/30/2024	heather.wise@ccrenew.com
Signature of Agent		E-Mail Address

The Agent has the authority to act on behalf of the landowner. The Agent will be the contact person for Planning staff and must be present at all hearings. Please use the attached Agency Authorization form, if applicable

AGENCY AUTHORIZATION

(To be completed by landowners of subject property when landowners do not represent themselves. Instructions for completing required information are in bold and brackets below lines. If applicant is a company, corporation, partnership, joint venture, trustee, etc., please use the corporate signature block and have the notary fill in the notarization section for corporations not individuals and cannot be submitted digitally)

TO: Pinal County Planning & Development Services
P.O. Box 2973
Florence, AZ 85132

Curtis 1035 LLC
[Insert Name -- If a Corporation, Partnership or Association, Include State of Incorporation]

hereinafter referred to as "Owner," is/are the owner(s) of 632 acres located at along Curtis Rd between S 11 Mile Corner Rd and S Tweedy Rd, and further identified
[Insert Address of Property]

as assessor parcel number 40811025B, 40811025D, 40811024A, 40811024C, 40811025C and legally described as follows:
[Insert Parcel Number]

[Legal Description is attached hereto as Exhibit A]

Said property is hereinafter referred to as the "Property."

Owner hereby appoints Cactus Flower Solar, LLC
[Insert Agent's Name. If the Agent Is a Company, Insert Company Name Only]

hereinafter referred to as "Agent," to act on Owner's behalf in relation to the Property in obtaining approvals from Pinal County for any necessary amendment to Pinal County's Comprehensive Plan; zone changes; planned area development overlay districts; platting of the subject property; special use permit or industrial use permit; and to file applications and make the necessary submittals for such approvals.

Owner consents and agrees to be bound by all stipulations agreed to by this Agent in connection with any of above-referenced processes.

[Individual PROPERTY OWNER signature block and acknowledgment. DO NOT SIGN HERE IF SIGNING AS AN OFFICER OF A CORPORATION ON THE NEXT PAGE.]

[Signature]

5685 S Topaz Pl Chandler AZ 85249
[Address]

Dated: 4/19/24

[Signature]

[Address]

Dated: _____

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 19 day of April by Brian Blevins.
[Insert Name of Signor(s)]

My commission expires 11-30-2026

Lorri Rodriguez
Printed Name of Notary

LORRI RODRIGUEZ
Notary Public - Arizona
Pinal County
Commission # 640304
My Comm. Expires Nov 30, 2026

Lorri Rodriguez
Signature of Notary Public

ENTITY INFORMATION

Search Date and Time: 4/23/2024 2:45:45 PM

Entity Details

Entity Name:	CURTIS 1035, L.L.C.	Entity ID:	L18524114
Entity Type:	Domestic LLC	Entity Status:	Active
Formation Date:	6/7/2013	Reason for Status:	In Good Standing
Approval Date:	6/11/2013	Status Date:	
Original Incorporation Date:	6/7/2013	Life Period:	12/31/2075
Business Type:		Last Annual Report Filed:	
Domicile State:	Arizona	Annual Report Due Date:	
		Years Due:	
Original Publish Date:	6/26/2013		

Statutory Agent Information

Name:	STAT AGENT RP LLC	Appointed Status:	Active
Attention:			
Address:	99 East Virginia Avenue, Suite 205, PHOENIX, AZ 85004, USA		
Agent Last Updated:	9/29/2021	E-mail:	
Attention:		Mailing Address:	99 East Virginia Avenue, Suite 205, PHOENIX, AZ 85004, USA
County:	Maricopa		

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Manager	BRIAN C BLEVINS		4815 W HARMON RD, ELOY, AZ, 85131, USA	9/3/2013	1/7/2015
Manager	M CRAIG CABALLERO		4815 W HARMON RD, ELOY, AZ, 85131, USA	9/3/2013	1/7/2015
Member	DAIRYVIEW INVESTMENTS LLC		4815 W HARMON RD, ELOY, AZ, 85131, USA	9/3/2013	1/7/2015

Page 1 of 1, records 1 to 3 of 3

Address

Attention:	Address: 2562 E SCORPIO PL, CHANDLER, AZ, 85249, USA	County: Maricopa	Last Updated: 6/10/2013

Entity Principal Office Address

Attention:	Address:	County:	Last Updated:

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AGENCY AUTHORIZATION

(To be completed by landowners of subject property when landowners do not represent themselves. Instructions for completing required information are in bold and brackets below lines. If applicant is a company, corporation, partnership, joint venture, trustee, etc., please use the corporate signature block and have the notary fill in the notarization section for corporations not individuals and cannot be submitted digitally)

TO: Pinal County Planning & Development Services
P.O. Box 2973
Florence, AZ 85132

Stambaugh Farms LLC
[Insert Name -- If a Corporation, Partnership or Association, Include State of Incorporation]

hereinafter referred to as "Owner," is/are the owner(s) of 216.5 acres located at 27830 S 11 Mile Corner Rd, Eloy, AZ 85131, and further identified
[Insert Address of Property]

as assessor parcel number 408150010 and legally described as follows:
[Insert Parcel Number]

[Legal Description is attached hereto as Exhibit A]

Said property is hereinafter referred to as the "Property."

Owner hereby appoints Cactus Flower Solar, LLC
[Insert Agent's Name. If the Agent Is a Company, Insert Company Name Only]

hereinafter referred to as "Agent," to act on Owner's behalf in relation to the Property in obtaining approvals from Pinal County for any necessary amendment to Pinal County's Comprehensive Plan; zone changes; planned area development overlay districts; platting of the subject property; special use permit or industrial use permit; and to file applications and make the necessary submittals for such approvals.

Owner consents and agrees to be bound by all stipulations agreed to by this Agent in connection with any of above-referenced processes.

[Individual PROPERTY OWNER signature block and acknowledgment. DO NOT SIGN HERE IF SIGNING AS AN OFFICER OF A CORPORATION ON THE NEXT PAGE.]

[Signature] *[Signature]*

27830 S Eleven mile Corner Rd Eloy AZ 85131
[Address] *[Address]*

Dated: 4-20-2024 Dated: _____

STATE OF Arizona)
) ss.
COUNTY OF Pinal)

The foregoing instrument was acknowledged before me this 20 day of April by David Stambaugh
[Insert Name of Signor(s)]

My commission expires November 30, 2026

Lorri Rodriguez
Printed Name of Notary

Lorri Rodriguez
Signature of Notary Public

LORRI RODRIGUEZ
Notary Public - Arizona
Pinal County
Commission # 640304
My Comm. Expires Nov 30, 2026

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
Stambaugh Farms LLC

This Multi-member LLC Operating Agreement represents Stambaugh Farms LLC that was formed in the State of Arizona on November 26 2019, hereinafter known as the "Company".

There are a total of Two (2) Members in the Company known as:

David Graham Stambaugh, of 27830 S. 11 Mile Corner Rd. , Eloy, Arizona, 85131 and has 50% percent ownership-interest in the Company;

Sawyer Graham Stambaugh, of 27830 W. 11 Mile Corner Rd. , Eloy, Arizona, 85131 and has 50% percent ownership-interest in the Company;

hereinafter known as the "Member(s)".

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Arizona and set forth the terms herein of the Company's operation and the relationship between Member(s).

THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

CCR-Data Room (Clients Flowers)
melissa.kemp@ccrenv.com
4/23/2024 9:48:09 PM
Melissa Kemp

1. Name and Principal Place of Business

The name of the Company is Stambaugh Farms LLC with a principal place of business at 27830 S. 11 Mile Corner Rd. , Eloy, Arizona, 85131. The mailing address shall be the same address as the principal office location.

2. Registered Agent

The name of the Registered Agent is David Graham Stambaugh with a registered office located at 27830 S. 11 Mile Corner Rd., Eloy, Arizona, 85131 for the service of process as of November 26 2019. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Arizona.

3. Formation

The Company was formed on November 26 2019, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Arizona (the "Statutes").

4. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions

The Member(s) shall not be providing any initial capital contributions to the LLC.

7. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "Cash Receipts" shall mean all Cash Receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "Capital Transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

The "Capital Account" for each Member shall mean the account created and maintained for the Member(s) in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth with the name of each Member.

During each annual period the net profits and net losses of the Company (other than from Capital Transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Member(s) in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Member(s) are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

The Cash Receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member(s), costs of the construction of the improvements to the assets of the Company and operating expenses of the

Company; (b) to the payment of interest and establishment of cash reserves determined by the Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts of the Company, other than from Capital Transactions, shall be allocated among the Member(s) in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts from Capital Transactions shall be allocated in the following order or priority: (a) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8. Books, Records and Tax Returns

The Member(s), or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Member(s) intends that the Company shall be taxed as a Partnership in accordance with the provisions of the Internal Revenue Code. The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.
All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company.

9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Arizona.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of the Members unanimously.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior authorization of the Members unanimously in favor to sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The Members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

11. Meetings of Members

The annual meeting of the Members shall be held on the 26th of November (day/month) at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days

before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

12. Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the unanimous vote of the Members in each instance.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

The Members agree that a Member may voluntarily withdraw from the Company only with the approval, vote, or consent consisting of a unanimous vote of the Members. Unless the withdrawing member's ownership interest was sold it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.
An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

13. Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members of the Company before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer, the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price, therefore, shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (120) days after the delivery of the offer, may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

14. Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into by the purchase of another Member's ownership interest and a vote for adding the new Member consisting of the unanimous vote of the Members in each instance.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

15. Sale of Company

The sale of the Company, either partially or in its entirety, shall only be approved by a unanimous vote of the Members. Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Members and put up to a vote within a seven (7) day period thereafter. At the option of any Member, the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Members, then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

16. Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty-day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstated and in effect for thirty (30) days.

17. Dissolution and Liquidation

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the Members unanimously; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

18. Representation of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is of legal age; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

19. Certificates Evidencing Membership

Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Stambaugh Farms LLC dated effective as of November 26 2019, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

20. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Agreement.

21. Arbitration

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

22. Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

23. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Arizona. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on November 26 2019.

The Member(s) of Stambaugh Farms LLC

David Graham Stambaugh

Sawyer Graham Stambaugh

CCR Attis Data Room / Cactus Flower
melissa.kemp@ccrbnew.com
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Melissa Kemp

AGENCY AUTHORIZATION

(To be completed by landowners of subject property when landowners do not represent themselves. Instructions for completing required information are in bold and brackets below lines. If applicant is a company, corporation, partnership, joint venture, trustee, etc., please use the corporate signature block and have the notary fill in the notarization section for corporations not individuals and cannot be submitted digitally)

TO: Pinal County Planning & Development Services
P.O. Box 2973
Florence, AZ 85132

Toone Family Limited Partnership #3
[Insert Name – If a Corporation, Partnership or Association, include State of Incorporation]

hereinafter referred to as "Owner," is/are the owner(s) of 213.2 acres located at On E Ellis Rd between S 11 Mile Corner Rd and S Tweedy Rd, and further identified as assessor parcel number 408120020, 408120030 and legally described as follows:
[Insert Address of Property] *[Insert Parcel Number]*

[Legal Description is attached hereto as Exhibit A]

Said property is hereinafter referred to as the "Property."

Owner hereby appoints Cactus Flower Solar, LLC
[Insert Agent's Name. If the Agent is a Company, Insert Company Name Only]

hereinafter referred to as "Agent," to act on Owner's behalf in relation to the Property in obtaining approvals from Pinal County for any necessary amendment to Pinal County's Comprehensive Plan; zone changes; planned area development overlay districts; platting of the subject property; special use permit or industrial use permit; and to file applications and make the necessary submittals for such approvals.

Owner consents and agrees to be bound by all stipulations agreed to by this Agent in connection with any of above-referenced processes.

[Individual PROPERTY OWNER signature block and acknowledgment. DO NOT SIGN HERE IF SIGNING AS AN OFFICER OF A CORPORATION ON THE NEXT PAGE.]

[Signature]
317 N York Cir, Mesa, AZ 85213
[Address]

Dated: 4-19-2024

[Signature]
317 N. York Cir, Mesa, AZ 85213
[Address]

Dated: 4-19-2024

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 19 day of April by Michael Carol Toone
[Insert Name of Signer(s)]

My commission expires Dec 21 2026

Josh Wheaton
Printed Name of Notary

Signature of Notary Public

Family Limited Partnership Agreement

of

Toone Family Limited Partnership

Partnership III

CCR-Altis Data Room (Cactus Flower)
melissa.kemp@ccrenew.com
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Melissa Kemp

Prepared for you exclusively by:

Ilene L. McCauley, Ltd.
410 North 44th Street Suite 250
Phoenix, Arizona 85008
(602) 231-0100

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TABLE OF CONTENTS

ARTICLE I **FORMATION** 1
1. **Organization** 1
2. **Agreement, Effect of Inconsistencies with Act** 1
3. **Name** 2
4. **Effective Date** 2
5. **Term** 2
6. **Registered Agent and Office** 3
7. **Principal Office** 3

ARTICLE II **DEFINITIONS** 4
1. **Act** 4
2. **Additional Partner** 4
3. **Admission Agreement** 4
4. **Partnership Agreement** 4
5. **Assignee** 4
6. **Bankrupt Partner** 4
7. **Business Day** 5
8. **Capital Account** 5
9. **Capital Contribution** 5
10. **Code** 5
11. **Commitment** 5
12. **Partnership** 5
13. **Partnership Agreement** 5
14. **Partnership Liability** 6
15. **Partnership Minimum Gain** 6
16. **Partnership Nonrecourse Liability** 7
17. **Partnership Property** 7
18. **Contributing Partners** 7
19. **Default Interest Rate** 7
20. **Delinquent Partner** 7
21. **Distribution** 7
22. **Disposition (Dispose)** 7
23. **Dissociation** 8
24. **Immediate Family** 8
25. **Initial Capital Contribution** 8

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26. **Initial Partners** 8
27. **Majority of the General Partners** 8
28. **Majority of the Partners** 8
29. **Majority of the Remaining General Partners** 9
30. **Majority of the Remaining Partners** 9
31. **Management Right** 9
32. **General Partner** 9
33. **Limited Partner** 9
34. **Partner Minimum Gain** 10
35. **Partner Nonrecourse Liability** 10
36. **Partnership Interest** 10
37. **Money** 11
38. **Net Losses** 11
39. **Net Profits** 11
40. **Nonrecourse Liabilities** 11
41. **Notice** 11
43. **Organization** 12
44. **Organization Expenses** 12
45. **Property** 12
46. **Permitted Transferee** 13
47. **Person** 13
48. **Proceeding** 13
49. **Regulations** 13
50. **Related Person** 13
51. **Remaining General Partners** 13
52. **Remaining Partners** 14
53. **Removal** 14
54. **Resignation** 14
55. **Restricted Partnership Interest** 14
56. **Reviewed Proceeding** 14
57. **Sharing Ratio** 15
58. **Substitute Partner** 15
59. **Taxable Year** 15
60. **Taxing Jurisdiction** 15

ARTICLE III **NATURE OF BUSINESS** 15
ARTICLE IV **ACCOUNTING AND RECORDS** 17
1. **Records to be Maintained** 17

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2. **Reports to Partners** 18
ARTICLE V **NAMES AND ADDRESSES OF PARTNERS AND GENERAL PARTNERS** 19
ARTICLE VI **RIGHTS AND DUTIES OF PARTNERS** 19
1. **Management Rights** 19
2. **Liability of Partners** 19
3. **Indemnification** 19
4. **Representations and Warranties** 20
5. **Conflicts of Interest** 20
ARTICLE VII **GENERAL PARTNERS** 21
1. **General Partners** 21
2. **Term of General Partner** 22
3. **Authority of Partners to Bind the Partnership** 22
4. **Actions of the General Partners** 27
5. **Compensation of General Partner** 27
6. **General Partners' Standard of Care** 27
7. **Removal of General Partner** 28
ARTICLE VIII **CONTRIBUTIONS AND CAPITAL ACCOUNTS** 28
1. **Initial Contributions** 28
2. **Additional Contributions** 29
3. **Enforcement of Commitments** 29
4. **Maintenance of Capital Accounts** 30
5. **Distribution of Assets** 31
6. **Sale or Exchange of Interest** 31
7. **Compliance with Section 704(b) of the Code** 32
ARTICLE IX **ALLOCATIONS AND DISTRIBUTIONS** 32
1. **Allocations of Net Profits and Net Losses from Operations** 32
2. **Partnership Minimum Gain Chargeback** 32
3. **Partner Minimum Gain Chargeback** 33
4. **Qualified Income Offset** 34
5. **Interim Distributions** 34
6. **Limitations on Distributions** 34
ARTICLE X **TAXES** 35
1. **Elections** 35
2. **Taxes of Taxing Jurisdictions** 35
3. **Tax Matters Partner** 36
4. **Cash Method of Accounting** 36

ARTICLE XI **DISPOSITION OF PARTNERSHIP INTERESTS** 36
1. **Disposition** 36
2. **Dispositions not in Compliance with this Article Void** 37
ARTICLE XII **DISSOCIATION OF A PARTNER** 37
1. **Dissociation** 37
ARTICLE XIII **ADMISSION OF ASSIGNEES AND ADDITIONAL PARTNERS** 39
1. **Rights of Assignees** 39
2. **Admission of Substitute Partners** 39
3. **Admission of Permitted Transferees** 40
4. **Admission of Additional Partners** 40
ARTICLE XIV **DISSOLUTION AND WINDING UP** 40
1. **Dissolution** 40
2. **Effect of Dissolution** 41
3. **Distribution of Assets on Dissolution** 41
4. **Winding Up and Certificate of Dissolution** 42
ARTICLE XV **AMENDMENT** 43
1. **Partnership Agreement May Be Modified** 43
2. **Amendment or Modification of Partnership Agreement** 43
ARTICLE XVI **MISCELLANEOUS PROVISIONS** 43
1. **Entire Agreement** 43
2. **Partnership Intended for Nontax Purposes** 43
3. **Rights of Creditors and Third Parties under Partnership Agreement** 44

Family Limited Partnership Agreement

of

Toone Family Limited Partnership

Partnership

CCR-Altis Data Room (Cactus Flowers)
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Prepared for you exclusively by:

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Family Limited Partnership Agreement
of the Toone Family Limited Partnership

This Family Limited Partnership Agreement of the Toone Family Limited Partnership, a Family Limited Partnership organized pursuant to the Arizona Family Limited Partnership Act, is entered into and shall be effective as of the Effective Date, by and among the Partnership and the persons executing this Agreement as Partners.

ARTICLE I
FORMATION

1. **Organization** - The Partners hereby organize the Partnership as an Arizona Family Limited Partnership pursuant to the provisions of the Act.

2. **Agreement, Effect of Inconsistencies with Act** - For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Partners executing the Partnership Agreement hereby agree to the terms and conditions of the Partnership Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Partners that the Partnership Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Partnership Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Partnership Agreement shall govern, even when

inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Partnership Agreement is prohibited or ineffective under the Act, the Partnership Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Partnership Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Partners hereby agree that each Partner shall be entitled to rely on the provisions of this agreement, and no Partner shall be liable to the Partnership or to any Partner for any action or refusal to act taken in good faith reliance on the terms of this agreement. The Partners and the Partnership hereby agree that the duties and obligations imposed on the Partners of the Partnership as such shall be those set forth in this Family Limited Partnership Agreement, which is intended to govern the relationship among the Partnership, the Partners, notwithstanding any provision of the Act [the Arizona Family Limited Partnership act] or common law to the contrary.

3. **Name** - The name of the Partnership is the Toone Family Limited Partnership, and all business of the Partnership shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

4. **Effective Date** - The Partnership Agreement shall become effective upon the filing of the Certificate of Limited Partnership with the Arizona Secretary of State.

5. **Term** - The Partnership shall be dissolved and its affairs wound up in accordance with the Arizona Limited Partnership Act and the Partnership Agreement

on December 31, 2030 unless the term shall be extended by amendment to the Partnership Agreement and the Partnership Agreement, or unless the Partnership shall be sooner dissolved and its affairs wound up in accordance with the Arizona Limited Partnership Act or the Partnership Agreement.

6. **Registered Agent and Office** - The registered agent for the service of process and the registered office shall be that Person and location reflected in the Certificate of Limited Partnership as filed in the office of the Arizona Secretary of State. The General Partners, may, from time to time, change the registered agent or office through appropriate filings with the Arizona Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the General Partners shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the General Partners shall fail to designate a replacement registered agent or change of address of the registered office, any Partner may designate a replacement registered agent or file a notice of change of address.

7. **Principal Office** - The Principal Office of the Partnership shall be located at:

817 North York Circle

Mesa, AZ 85213-6024

ARTICLE II

DEFINITIONS

For purposes of this Family Limited Partnership Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1. **Act** - The Arizona Limited Partnership Act and all amendments to the Act.

2. **Additional Partner** - A Partner other than an Initial Partner or a Substitute Partner who has acquired a Partnership Interest from the Partnership.

3. **Admission Agreement** - The Agreement between an Additional Partner and the Partnership described in Article XIII.

4. **Partnership Agreement** - The Partnership Agreement found in the Agreement of Partnership as properly adopted and amended from time to time by the Partners and the Certificates as may be filed with the Arizona Secretary of State.

5. **Assignee** - A Person to whom a Partnership Interest has been transferred who has not been admitted as a Substituted Partner.

6. **Bankrupt Partner** - A Partner who: (1) has become the subject of an Order for Relief under the United States Bankruptcy Code, (2) has initiated, either in an original Proceeding or by way of answer in any state insolvency or receivership

proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

7. **Business Day** - Any day other than Saturday, Sunday or any legal holiday observed in the State of Arizona.

8. **Capital Account** - The account maintained for a Partner or Assignee determined in accordance with Article VIII.

9. **Capital Contribution** - Any contribution of Property, services or the obligation to contribute Property or services made by or on behalf of a Partner or Assignee.

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10. **Code** - The Internal Revenue Code of 1986 as amended from time to time.

11. **Commitment** - The Capital Contributions that a Partner or Assignee is obligated to make.

12. **Partnership** - Toone Family Limited Partnership, a Family Limited Partnership formed under the laws of the State of Arizona, and any successor Family Limited Partnership.

13. **Partnership Agreement** - This Partnership Agreement including all amendments adopted in accordance with the Partnership Agreement and the Act.

14. **Partnership Liability** - Any enforceable debt or obligation for which the Partnership is liable or which is secured by any Partnership Property.

15. **Partnership Minimum Gain** - An amount determined by first computing for each Partnership Nonrecourse Liability any gain the Partnership would realize if it disposed of the Partnership Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Partnership Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Partner is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Partnership Minimum Gain is determined by comparing the Partnership Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Partnership Minimum Gain and increases and decreases in Partnership Minimum Gain are intended to be computed in accordance with section 704 of the Code the Regulations issued thereunder, as the same may be issued and interpreted from time to time. **A Partner's share of Partnership Minimum Gain** at the end of any Taxable Year equals: the sum of Nonrecourse Deductions allocated to that Partner (and to that Partner's predecessors in interest) up to that time and the distributions made to that Partner (and to that Partner's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Partnership Minimum Gain minus the sum of that Partner's (and that Partner's predecessors' in interest) aggregate share of the net decreases in Partnership Minimum Gain plus their aggregate share of decreases

resulting from revaluations of Partnership Property subject to one or more Partnership Nonrecourse Liabilities.

16. **Partnership Nonrecourse Liability** - A Partnership Liability to the extent that no Partner or Related Person bears the economic risk of loss (as defined in §1.752-2 of the Regulations) with respect to the liability.

17. **Partnership Property** - Any Property owned by the Partnership.

18. **Contributing Partners** - Those partners making contributions as a result of the failure of a Delinquent Partner to make the contributions required by the Commitment as described in Article VIII.

19. **Default Interest Rate** - The higher of the legal rate or the then-current prime rate quoted by the largest commercial bank in the jurisdiction of the Principal Office plus three percent.

20. **Delinquent Partner** - A Partner or Assignee who has failed to meet the Commitment of that Partner or Assignee.

21. **Distribution** - A transfer of Property to a partner on account of a Partnership Interest as described in Article IX.

22. **Disposition (Dispose)** - Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

23. **Dissociation** - Any action which causes a Person to cease to be Partner as described in Article XII hereof.

24. **Immediate Family** - A Partner's Immediate Family includes the Partner's spouse, children (including natural, adopted and stepchildren), grandchildren, and parents.

25. **Initial Capital Contribution** - The Capital Contribution agreed to be made by the Initial Partners as described in Article VIII.

26. **Initial Partners** - Those persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the Partnership Agreement.

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27. **Majority of the General Partners** - A majority by number of all of the General Partners.

28. **Majority of the Partners** - General Partners having Sharing Ratios in excess of one half of the Sharing Ratios of all the Partners entitled to vote on, consent to, or approve a particular matter. Assignees shall not be considered Partners entitled to vote for the purpose of determining a Majority. In the case of a Partner who has Disposed of that Partner's entire Partnership Interest to an Assignee, but has not ceased to be a Partner as provided below, the Sharing Ratio of such Assignee shall be considered in determining a Majority of the Partners and such Partner's vote or consent shall be determined by such Sharing Ratio.

29. **Majority of the Remaining General Partners** - A majority by number of all the Remaining General Partners.

30. **Majority of the Remaining Partners** - A majority by number of all the Remaining General Partners. Assignees shall not be considered Partners entitled to vote for the purpose of determining a Majority of Remaining Partners. A Partner who has Disposed of that Partner's entire Partnership Interest to an Assignee, but has not been ceased to be a Partner as provided below, shall be considered a Partner for the purpose of determining a Majority of Remaining Partners.

31. **Management Right** - The right of a General Partner to participate in the management of the Partnership, including the rights to information and to consent or approve actions of the Partnership. The rights and authority of a General Partner that exceed those of a Partner who is not a General Partner are not considered Management Rights for purposes of the Partnership Agreement.

32. **General Partner** - A Partner selected to manage the affairs of the Partnership under Article VII hereof.

33. **Limited Partner** - A Limited Partner, Substituted Limited Partner or Additional Limited Partner, including, unless the context expressly indicates to the contrary, a General Partner or Assignee. Limited Partners shall bear no liability of debts of the Partnership in excess of the Contribution amounts, or as may be outlined in the Act.

34. **Partner Minimum Gain** - An amount determined by first computing for each Partner Nonrecourse Liability any gain the Partnership would realize if it disposed of the Partnership Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Partner Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Partner is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Partner Minimum Gain is determined by comparing the Partner Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Partner Minimum Gain and increases and decreases in Partner Minimum Gain are intended to be computed in accordance with section 704 of the Code the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

35. **Partner Nonrecourse Liability** - Any Partnership Liability to the extent the liability is nonrecourse under Arizona law, and on which a Partner or Related Person bears the economic risk of loss under §1.752-2 of the Code because, for example, the Partner or Related Person is the creditor or a guarantor.

36. **Partnership Interest** - The rights of a Partner or, in the case of an Assignee, the rights of the assigning Partner in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Partnership.

37. **Money** - Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.

38. **Net Losses** - The losses and deductions of the Partnership determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Partnership and as reported separately or in the aggregate, as appropriate, on the tax return of the Partnership filed for federal income tax purposes.

39. **Net Profits** - The income and gains of the Partnership determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Partnership and as reported separately or in the aggregate, as appropriate, on the tax return of the Partnership filed for federal income tax purposes.

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40. **Nonrecourse Liabilities** - Nonrecourse liabilities include Partnership Nonrecourse Liabilities and Partner Nonrecourse Liabilities.

41. **Notice** - Notice shall be in writing. Notice to the Partnership shall be considered given when mailed by first class mail postage prepaid addressed to any General Partner in care of the Partnership at the address of Principal Office. Notice is to a Partner shall be considered given when mailed by first class mail postage prepaid addressed to the Partner at the address reflected in the Partnership Agreement unless the Partner has given the Partnership a Notice of a different address.

42. **Offsettable Decrease** - Any allocation that unexpectedly causes or increases a deficit in the Partner's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under §1.704(b)(2)(iv)(*k*) of the Regulations, allocations of loss and deductions under §704(e)(2) or 706 of the Code or under §1.751-1 of the Regulations, or distributions that, as of the end of the year are reasonably expected to made to the extent they exceed the offsetting increases to such Partner's Capital Account that reasonably are expected to occur during or (prior to) the taxable years in which the such distributions are expected to be made (other than increases pursuant to a Minimum Gain Chargeback).

43. **Organization** - A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

44. **Organization Expenses** - Those expenses incurred in the organization of the Partnership including the costs of preparation of the Partnership Agreement.

45. **Property** - Any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

46. **Permitted Transferee** - Any partner of the Partner's Immediate Family, or an Organization controlled by such Partner or by partners of the Partner's Immediate Family.

47. **Person** - An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a partner of a Family Limited Partnership under the laws of the State of Arizona.

48. **Proceeding** - Any administrative, judicial, or other adversary proceeding, including, without limitation, litigation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.

49. **Regulations** - Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

50. **Related Person** - A person having a relationship to a Partner that is described in § 1.752-4(b) of the Regulations.

51. **Remaining General Partners** - In the event of a General Partner who has any potential conflict of interest or transaction between a General Partner and the Partnership, the General Partners not having the potential conflict of interest or participating in the transaction. In the event of the transfer of a Restricted Partnership Interest, all of the General Partners other than the Partner who has transferred the

Partnership Interest. If the Restricted Partnership Interest is not held by a General Partner, Remaining General Partners means all the General Partners.

52. **Remaining Partners** - In the event of the Dissociation of a General Partner, all of the Partners at the time of such Dissociation other than the Partner who has dissociated. In the event of a General Partner who has any potential conflict of interest or transaction between a General Partner and the Partnership, the Partners not having the potential conflict of interest or participating in the transaction.

53. **Removal** - The act of the Remaining Partners by which a General Partner is Removed as a General Partner but continues to be a Partner.

54. **Resignation** - The act of the General Partner by which such Partner ceases to be a General Partner but continues to be a Partner.

55. **Restricted Partnership Interest** - The Partnership Interests so designated on Exhibit A. At any time Limited Partnership Interests are less than 50% of all of the Partnership Interests would be Restricted Partnership Interests as defined in the previous sentence.

56. **Reviewed Proceeding** - Any taxable judicial or administrative trial, hearing or other activity, civil criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the

Partnership, a Partner or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

57. **Sharing Ratio** - With respect to any Partner, a fraction (expressed as a percentage), the numerator of which is the total of the Partner's Capital Account and the denominator is the total of all Capital Accounts of all Partners and Assignees.

58. **Substitute Partner** - An Assignee who has been admitted to all of the rights of partnership pursuant to the Partnership Agreement.

59. **Taxable Year** - The taxable year of the Partnership as determined pursuant to §706 of the Code.

60. **Taxing Jurisdiction** - Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Partner's share of the income or gain attributable to the Partnership.

ARTICLE III
NATURE OF BUSINESS

The Partnership may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Partnership may do business. The Partnership shall have the authority to do all things necessary or convenient to the accomplish its purpose and operate its business as described in this Article III. The Partnership exists only for the purpose specified in this Article III, and may not conduct any other

business without the unanimous consent of the General Partners. The authority granted to the General Partners hereunder to bind the Partnership shall be limited to actions necessary or convenient to this business.

The initial business of the Partnership shall be to maintain the real estate located in Utah County, State of Utah, hereinafter referred to as the "Santa Barbara Condominium" and more fully described as follows:

"Parcel 1: Unit 318, Phase II, SANTA BARBARA VILLA CONDOMINIUMS, as the same is identified in the Recorded Survey Map in Utah County, Utah, as Entry No. 78382, and Map Filing No. 678980, (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of Santa Barbara Villa Condominiums, recorded in Utah County, Utah as Entry No. 35202, Book 4264, at Page 186 (as Said Declaration may have heretofore been amended or supplemented).

Parcel 2: The pertinent nonexclusive easement interest over and rights of use and enjoyment of said Project's Common Areas as established in the Declaration of Condominium of Santa Barbara Villa Condominiums and allowing for periodic alteration both in the magnitude of said interest and in the composition of the Common Areas and Facilities to which said interest relates.

Property Address 542 North 720 East No. 318, Provo, Utah, 84606.

ARTICLE IV

ACCOUNTING AND RECORDS

1. **Records to be Maintained** - The General Partners shall maintain the following records at the Principal Office:

1.1. A current list of the full name and last known business address of each Partner, former Partner and other holder of a Partnership Interest;

1.2. A copy of the Partnership Agreement and all amendments thereto, together with executed copies of any powers of attorney pursuant to which Partnership Agreement has been executed;

1.3. Copies of the Partnership's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years;

1.4. Copies of the Partnership Agreement including all amendments thereto;

1.5. Any financial statements of the Partnership for the three most recent years;

1.6. If not set forth in this Partnership Agreement, a writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following:

1.6.1. The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Partner and which each Partner has agreed to contribute;

1.6.2. The times at which or events on the happening of which any additional Commitments agreed to be made by each Partner are to be made;

1.6.3. Any right of a Partner to receive, or of the Partnership to make, distributions to a Partner which include a return of all or any part of the Partner's Capital Contribution; and

1.6.4. Any events upon the happening of which the Partnership is to be dissolved and its affairs wound up.

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2. **Reports to Partners:**

2.1. The General Partners shall provide reports at least annually to the Partners at such time and in such manner as the General Partners may determine reasonable.

2.2. The General Partners shall provide all Partners and Assignees with those information returns required by the Code and the laws of any state.

ARTICLE V
NAMES AND ADDRESSES OF PARTNERS AND GENERAL PARTNERS

The names and addresses of the Initial Partners and the designation of General Partners are as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein.

ARTICLE VI
RIGHTS AND DUTIES OF PARTNERS

1. **Management Rights** - All Partners who have not Dissociated shall be entitled to vote on any matter submitted to a vote of the Partners. Except as otherwise provided in the Partnership Agreement, any difference with respect to the ordinary course of the business action may be taken on the approval or consent, either in writing or at a meeting of the General Partners of a Majority of the General Partners and any other action may be taken on the consent or affirmative vote on the approval or consent, either in writing or at a meeting of the Partners of a Majority of Partners.

2. **Liability of Partners** - No Partner shall be liable as such for the liabilities of the Partnership. The failure of the Partnership to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Partnership Agreement or the Act shall not be grounds for imposing personal liability on the Partners for liabilities of the Partnership.

3. **Indemnification** - The Partnership may indemnify the Partners, General Partners, and agents for all costs, losses, liabilities, and damages paid or accrued by

such Partner or agent in connection with the business of the Partnership, to the fullest extent provided or allowed by the laws of the State of Arizona.

4. **Representations and Warranties** - Each partner, and in the case of an organization, the person(s) executing the Partnership Agreement on behalf of the organization, hereby represents and warrants to the Partnership and each other Partner that: (a) if that Partner is a organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to the Partnership Agreement to perform its obligations hereunder; (b) that the Partner is acquiring its interest in the Partnership for the Partner's own account as an investment and without an intent to distribute the interest; (c) the Partner acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Partner without appropriate registration or the availability of an exemption from such requirements.

5. **Conflicts of Interest**

5.1. A Partner, including a General Partner, shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Partnership, it being expressly understood that some of the Partners may enter into transactions that are similar to the transactions into which the Partnership may enter. Notwithstanding the foregoing, Partners shall account to the Partnership and hold as trustee for it any property, profit, or benefit derived by the Partner, without the consent of a Majority of the Remaining General Partners, or, if

none, a Majority of the Remaining Partners, in the conduct and winding up of the Partnership business or from a use or appropriation by the Partner of Partnership property including information developed exclusively for the Partnership and opportunities expressly offered to the Partnership.

5.2. A Partner, including a General Partner does not violate a duty or obligation to the Partnership merely because the Partner's conduct furthers the Partner's own interest. A Partner may lend money to and transact other business with the Partnership. The rights and obligations of a Partner who lends money to or transacts business with the Partnership are the same as those of a person who is not a Partner, subject to other applicable law. No transaction with the Partnership shall be voidable solely because a Partner has a direct or indirect interest in the transaction if either the transaction is fair to the Partnership or a Majority of the Remaining General Partners or, if none, a Majority of the Remaining Partners, in either case knowing the material facts of the transaction and the Partner's interest, authorize, approve, or ratify the transaction.

ARTICLE VII
GENERAL PARTNERS

1. **General Partners** - The ordinary and usual decisions concerning the business affairs of the Partnership shall be made by the Manager, each of whom shall be a General Partners. There shall be three General Partners who must be Partners of the Partnership. The initial General Partners are identified on Exhibit A.

2. **Term of General Partner** - No General Partner shall have any contractual right to such position. Each General Partner shall serve until the earliest of:

2.1. The Dissociation of such General Partner;

2.2. The Resignation of such General Partner; or

2.3. Removal of the General Partner for gross negligence, self-dealing, or embezzlement by a Majority of the Remaining Partners.

3. **Authority of Partners to Bind the Partnership** - Only the General Partners and agents of the Partnership authorized by the General Partners shall have the authority to bind the Partnership. No Partner who is not either a General Partner or otherwise authorized as an agent shall take any action to bind the Partnership, and each Partner shall indemnify the Partnership for any costs or damages incurred by the Partnership as a result of the unauthorized action of such Partner. Subject to section VI. 1., each General Partner has the power, on behalf of the Partnership, to do all things necessary or convenient to carry out the business and affairs of the Partnership, including, without limitation:

3.1. The institution, prosecution and defense of any Proceeding in the Partnership's name;

3.2. The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

3.3. The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;

3.4. The entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

3.5. The lending of money, investment and reinvestment of the Partnership's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning money to, and otherwise helping Partners, officers, employees, and agents;

3.6. The conduct of the Partnership's business, the establishment of Partnership offices, and the exercise of the powers of the Partnership within or without the State of Arizona;

3.7. The appointment of employees and agents of the Partnership, the defining of their duties, the establishment of their compensation;

3.8. The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Partners, employees, and agents of the Partnership;

3.9. The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

3.10. The payment or donation, or any other act that furthers the business and affairs of the Partnership;

3.11. To payment of compensation, or additional compensation to any or all Partners, and employees on account of services previously rendered to the Family Limited Partnership, whether or not an agreement to pay such compensation was made before such services were rendered;

3.12. The purchase of insurance on the life of any of its Partners, or employees for the benefit of the Partnership;

3.13. The participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons;

3.13.0.1. The indemnification of Partners or any other Person.

3.14. The General Partner may sell, lease, transfer, exchange, grant options with respect to , or other dispose of the Partnership property. The General Partner may deal with the Partnership property at such time or times, for such purpose, for such considerations and upon such terms, credits, and conditions, and for such periods of time, as may be required. The General Partner may also make such

contracts, deed, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the Partnership Property in all other ways.

3.15. The General Partner may retain and continue any business in which the Partnership has any interest as a shareholder, partner, or a participant in a joint venture. The General Partner may execute partnership agreements, buy-sell agreement, and any amendment to them which pertain to Partnership property. The General Partner may participate in the incorporation of any Partnership property; any reorganization, merger, consolidation, recapitalization, liquidation, dissolution or any stock redemption or cross purchase agreement. The General Partner shall vote to elect or employ directors, officers, employees, and agents and compensate them for their services.

3.16. The General Partner shall have the power to inspect any Partnership property to determine compliance with any environmental law affecting such property or to respond to any environmental law affection property help by the Partnership. "Environmental Law" shall mean any federal, state, or local law, rule, regulation, ordinance relating to protection of the environment or of human health. The General Partner shall also have to power to refuse to accept property if the General Partner determines that there is a substantial risk that such property is contaminated by any hazardous substance or has previously, or is currently, being used for any activities directly or indirectly involving hazardous substances which could result in liability to the Partnership assets. "Hazardous substance" shall mean any substance defined as hazardous or toxic by any federal, state, or local law, rule , regulation, or ordinance. The General Partner shall also have the power to take any necessary action to prevent, abate, clean up or otherwise respond to any actual or threatened violation of any

environmental law affecting Partnership property prior to or after the initiation or enforcement of any action by any governmental body. Further, the General Partner may disclaim or release any power granted to it or implied by any document, statute, or rule of law which the General Partner determines may cause the Partners or the Partnership to incur liability under any environmental law.

3.17. The General Partner shall have the ability to borrow money upon such terms and conditions as it shall deems advisable, including, in the case of a corporate fiduciary the power to borrow from its own banking or commercial department. The General partner shall have the power to obligate the Partnership for the repayment of any sums borrowed where the best interest of the Partnership has been taken into consideration. The General Partner shall also have the power to encumber the Partnership property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of the Partnership Agreement. Furthermore, the General Partner shall have the power to enter into any mortgage or deed of trust, whether as a mortgagee or mortgagor, to purchase mortgages on the open market, and to otherwise buy, sell or trade in first or subordinate mortgages. The General Partner may also reduce the interest rate on any mortgage on consent to the modification or release of any guaranty of any mortgage. The General Partner may continue mortgages upon and after maturity with or without renewal or extension, and may foreclose any mortgage. It may purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

4. **Actions of the General Partners** - Each General Partner has the power to bind the Partnership as provided in this Article VII. Any difference arising as to any matter within the Authority of the General Partners shall be decided by a Majority in number of the General Partners. No act of a Partner in contravention of such determination shall bind the Partnership to Persons having knowledge of such determination. Notwithstanding such determination, the act of General Partner for the purpose of apparently carrying on the usual way the business or affairs of the Partnership, including the exercise of the authority indicated in this Article VII, and no person dealing with the Partnership shall have any obligation to inquire into the power or authority of the General Partner acting on behalf of the Partnership.

5. **Compensation of General Partner** - Each General Partner shall be reimbursed all reasonable expenses incurred in managing the Partnership and shall be entitled to compensation, in an amount to be determined from time to time by the affirmative vote of a Majority of the Partners.

6. **General Partners' Standard of Care** - A General Partner's duty of care in the discharge of the General Partner's duties to the Partnership and the other Partners limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a General Partner shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of its other Partners, or agents, or by any other person, as to matters the General Partner reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by

or on behalf of the Partnership, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Partnership or any other facts pertinent to the existence and amount of assets from which distributions to partners might properly be paid.

7. **Removal of General Partner** - Any General Partner may be Removed by the affirmative vote of a Majority of the Partners for gross negligence, self-dealing, proven medical problems that prevent rational judgment or behavior, or embezzlement by a Majority of the Remaining Partners.

ARTICLE VIII

CONTRIBUTIONS AND CAPITAL ACCOUNTS

1. **Initial Contributions** - Each Initial Partner shall make the Capital Contribution described for that Partner on Exhibit A at the time and on the terms specified on Exhibit A and shall perform that Partner's Commitment. If no time for contribution is specified, the Capital Contributions shall be made upon the filing of the Partnership Agreement with the Arizona Corporation Commission. The value of the Capital Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Capital Contribution and no Partner shall have the right to withdraw or be repaid any Capital Contribution except as provided in the Partnership Agreement. Each Additional Partner shall make the Initial Capital Contribution described in the Admission Agreement. The value of the Additional Partner's Initial Capital Contribution and the time for making such contribution shall be set forth in the Admission Agreement.

2. **Additional Contributions** - In addition to the Initial Capital Contributions and Commitments, the General Partners may determine from time to time that additional contributions are needed to enable the Partnership to conduct its business. Upon making such a determination, the General Partners shall give Notice to all Partners in writing at least ten Business Days prior to the date on which such contribution is due. Such Notice shall set forth the amount of additional contribution needed, the purpose for which the contribution is needed, and the date by which the Partners should contribute. Each Partner shall be entitled to contribute a proportionate share of such additional contribution. Except to the extent of a Partner's unpaid Commitment, no Partner shall be obligated to make any such additional contributions. In the event any one or more Partners do not make their additional contribution, the other partners shall be given the opportunity to make the contributions. Each Additional Partner shall make the Capital Contribution to which such Partner has agreed, at the time or times and upon the terms to which the General Partners and the Additional Partner agree.

3. **Enforcement of Commitments** - In the event any Partner (a Delinquent Partner) fails to perform the Delinquent Partner's Commitment, the General Partners shall give the Delinquent Partner a Notice of the failure to meet the Commitment. If the Delinquent Partner fails to perform the Commitment (including any costs associated with the failure to demand compliance with the Commitment and interest on such obligation at the Default Interest Rate) within ten Business days of the giving of Notice, the General Partners may take such action, including but not limited to enforcing the Commitment in the court of appropriate jurisdiction in the state in which

the Principal Office is located or the state of the Delinquent Partner's address as reflected in the Partnership Agreement. Each Partner expressly agrees to the jurisdiction of such courts but only for the enforcement of Commitments. The General Partners may elect to allow the other Partners to contribute the amount of the Commitment in proportion to such Partners' sharing ratios, with those Partners who contribute (Contributing Partners) to contribute additional amounts equal to any amount of the Commitment not contributed. The Contributing Partners shall be entitled to treat the amounts contributed pursuant to this section as a loan from the Contributing Partners bearing interest at the Default Interest Rate secured by the Delinquent Partner's interest in the Partnership. Until they are fully repaid the Contributing Partners shall be entitled to all Distributions to which the Delinquent Partner would have been entitled. Notwithstanding the foregoing, no Commitment or other obligation to make an additional contribution may be enforced by a creditor of the Partnership or other Person other than the Partnership unless the Partner expressly consents to such enforcement or to the assignment of the obligation to such creditor.

4. **Maintenance of Capital Accounts** - The Partnership shall establish and maintain Capital Accounts for each Partner and Assignee. Each Partner's Capital Account shall be increased by (1) the amount of any Money actually contributed by the Partner to the capital of the Partnership, (2) the fair market value of any Property contributed, as determined by the Partnership and the contributing Partner at arm's length at the time of contribution (net of liabilities assumed by the Partnership or subject to which the Partnership takes such Property, within the meaning of Section 752 of the Code), and (3) the Partner's share of Net Profits and of any separately allocated items of income or gain except adjustments of the Code (including any gain

and income from unrealized income with respect to accounts receivable allocated to the Partner to reflect the difference between the book value and tax basis of assets contributed by the Partner). Each Partner's Capital Account shall be decreased by (1) the amount of any Money distributed to the Partner by the Partnership, (2) the fair market value of any Property distributed to the Partner, as determined by the Partnership and the contributing Partner at arm's length at the time of contribution (net of liabilities of the Partnership assumed by the Partner or subject to which the Partner takes such Property within the meaning of Section 752 of the Code), and (3) the Partner's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Partner to reflect the difference between the book value and tax basis of assets contributed by the Partner).

5. **Distribution of Assets** - If the Partnership at any time distributes any of its assets in-kind to any Partner, the Capital Account of each Partner shall be adjusted to account for the that Partner's allocable share (as determined under Article IX below) of the Net Profits or Net Losses that would have been realized by the Partnership had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

6. **Sale or Exchange of Interest** - In the event of a sale or exchange of some or all of a Partner's Interest in the Partnership, the Capital Account of the Transferring Partner shall become the capital account of the Assignee, to the extent it relates to the portion of the Interest Transferred.

7. **Compliance with Section 704(b) of the Code** - The provisions of this Article VIII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article IX to have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code, in light of the distributions made pursuant to Partnership Agreement Article IX and XIV and the Capital Contributions made pursuant to this Article VIII. Notwithstanding anything herein to the contrary, this Partnership Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Partner to make a Capital Contribution in excess of the Initial Contribution.

ARTICLE IX
ALLOCATIONS AND DISTRIBUTIONS

1. **Allocations of Net Profits and Net Losses from Operations** - Except as may be required by section 704(c) of the Code, and §§ 2, 3, and 4 of this Article IX, net profits, net losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Partners in proportion to their Sharing Ratios.

2. **Partnership Minimum Gain Chargeback** - If there is a net decrease in Partnership Minimum Gain for a Taxable Year, each Partner must be allocated items of income and gain for that Taxable Year equal to that Partner's share of the net decrease in Partnership Minimum Gain. A Partner's share of the net decrease in Partnership Minimum Gain is the amount of the total net decrease multiplied by the Partner's percentage share of the Partnership Minimum Gain at the end of the immediately

preceding Taxable Year. A Partner's share of any decrease in Partnership Minimum Gain resulting from a revaluation of Partnership Property equals the increase in the Partner's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Partner is not subject to the Partnership Minimum Gain Chargeback Requirement to the extent the Partner's share of the net decrease in Partnership Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Partner Nonrecourse Liability, and the Partner bears the economic risk of loss (within the meaning of §1.752-2 of the regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

3. **Partner Minimum Gain Chargeback -** If during a Taxable Year there is a net decrease in Partner Minimum Gain, any Partner with a share of that Partner Minimum Gain (as determined under §1.704-2(i)(5)of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Partner's share of the net decrease in the Partnership Minimum Gain. A Partner's share of the net decrease in Partner Minimum Gain is determined in a manner consistent with the provisions of paragraph (g)(2) of this section. A Partner is not subject to this Partner Minimum Gain Chargeback, however, to the extent the net decrease in Partner Minimum Gain arises because the liability ceases to be Partner Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Partnership Nonrecourse Liability. The amount that would otherwise be subject to the Partner Minimum Gain Chargeback is added to the Partner's share of Partnership Minimum Gain. In addition, rules consistent with those

applicable to Partnership Minimum Gain shall be applied to determine the shares of Partner Minimum Gain and Partner Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to §704(b) of the Code.

4. **Qualified Income Offset** - In the event any Partner, in such capacity, unexpectedly receives an Offsettable Decrease, such Partner will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

5. **Interim Distributions** - From time to time, the General Partners shall determine in their reasonable judgment to what extent, if any, the Partnership's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the General Partners may make distributions to the Partners in accordance with their Sharing Ratios. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the General Partners.

6. **Limitations on Distributions** - No distribution shall be declared and paid unless, after the distribution is made, the assets of the Partnership are in excess of all liabilities of the Partnership, except liabilities to Partners on account of their Capital Accounts.

ARTICLE X

TAXES

1. **Elections** - The General Partners may make any tax elections for the Partnership allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Partnership.

2. **Taxes of Taxing Jurisdictions** - To the extent that the laws of any Taxing Jurisdiction requires, each Partner and Economic Interest Holder (or such Partners as may be required by the Taxing Jurisdiction) will submit an agreement indicating that the Partner will make timely income tax payments to the Taxing Jurisdiction and that the Partner accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Partner's income, and interest, and penalties assessed on such income. If the Partner fails to provide such agreement, the Partnership may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Partner shall be treated as a distribution for purposes of Article IX.

The General Partners may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Partnership and pay the tax, interest and penalties of some or all of the Partners on such income to the Taxing Jurisdiction, in which case the Partnership shall inform the Partners of the amount of such tax interest and penalties so paid.

3. **Tax Matters Partner** - The General Partners shall designate one of their number or, if there are no General Partners eligible to act as tax matters partner any other Partner, as the *tax matters partner* of the Partnership pursuant to Section 6231(a)(7) of the Code. Any Partner designated as tax matters partner shall take such action as many be necessary to cause each other Partner to become a *notice partner* within the meaning of Section 6223 of the Code. Any Partner who is designated tax matter partner may not take any action contemplated by sections 6222 through 6232 of the Code without the consent of the General Partners.

4. **Cash Method of Accounting** - The records of the Partnership shall be maintained on a cash receipts and disbursements method of accounting.

ARTICLE XI
DISPOSITION OF PARTNERSHIP INTERESTS

1. **Disposition** - Any Partner or Assignee may dispose of all or a portion of the Partner's or Assignee's Partnership Interest upon compliance with this Section 1. No Partnership Interest shall be Disposed of:

1.1. if such disposition, alone or when combined with other transactions, would result in a termination of the Partnership within the meaning of Section 708 of the Code;

1.2. without an opinion of counsel satisfactory to the General Partners that such assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws;

1.3. unless and until the Partnership receives from the Assignee the information and agreements that the General Partners may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.

2. **Dispositions not in Compliance with this Article Void**. Any attempted Disposition of a Partnership Interest, or any part thereof, not in compliance with this Section 1. other than in accordance with this Section 1. shall be, and is declared to be, null and void *ab initio*.

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3. **Transfers as Collateral.** No partnership interest shall be used as collateral to secure any indebtedness without the express written consent of the general partners.

ARTICLE XII
DISSOCIATION OF A PARTNER

1. **Dissociation** - A Person shall cease to be a Partner upon the happening of any of the following events:

1.1. the Resignation of a Partner after the expiration of the Term. No Partner may withdraw prior to the expiration of the Term.

1.2. the Partner's becoming a Bankrupt Partner;

1.3. in the case of a Partner who is a natural person, the death of the Partner or the entry of an order by a court of competent jurisdiction adjudicating the Partner incompetent to manage the Partner's personal estate;

1.4. in the case of a Partner who is acting as a Partner by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

1.5. in the case of a Partner that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;

1.6. in the case of a Partner that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

1.7. in the case of an estate, the distribution by the fiduciary of the estate's entire interest in the Family Limited Partnership.

ARTICLE XIII

ADMISSION OF ASSIGNEES AND ADDITIONAL PARTNERS

1. **Rights of Assignees** - The Assignee of a Partnership Interest has no right to participate in the management of the business and affairs of the Partnership or to become a Partner. The Assignee is only entitled to receive the Distributions and return of capital , and to be allocated the Net Profits and Net Losses attributable the Partnership Interest.

2. **Admission of Substitute Partners** - An Assignee of a Partnership Interest shall be admitted as a Substitute Partner and admitted to all the rights of the Partner who initially assigned the Partnership Interest, but an Assignee of a Restricted Partnership Interest shall be so admitted only with the approval, which may be withheld in their sole and absolute discretion, of a Majority of the Remaining General Partners (or of a Majority of the Remaining Partners at any time General Partners own in the aggregate: (1) an interest in each material item of the income, gain, loss, deduction, or credit of the Partnership equal to at least the lesser of one percent or $500,000 divided by total contributions to the Partnership , and (2) maintain a Capital Account balance equal to at least the lesser of one percent of total positive capital account balances or $500,000). The Remaining General Partners may grant or withhold the approval of such admission for any in their sole and absolute discretion. If so admitted, the Substitute Partner has all the rights and powers and is subject to all the restrictions and liabilities of the Partner originally the Partnership Interest. The admission of a Substitute Partner, without more, shall not release the Partner originally

assigning the Partnership Interest from any liability to Partnership that may existed prior to the approval.

3. **Admission of Permitted Transferees** - Notwithstanding Section 2. hereof, the Partnership Interest of any Partner shall be transferable without the consent of the General Partners if (i) the transfer occurs by reason of or incident to the death, dissolution, divorce, liquidation, merger or termination of the transferor Partner, and (ii) the Transferee is a Permitted Transferee.

4. **Admission of Additional Partners** - The Partners may permit the admission of Additional Partners and determine the Capital Contributions of such Partners.

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ARTICLE XIV
DISSOLUTION AND WINDING UP

1. **Dissolution** - The Partnership shall be dissolved and its affairs wound up, upon the first to occur of the following events:

1.1. the expiration of the Term;

1.2. the unanimous written consent of all of the Partners;

1.3. the Dissociation of any General Partner (or of any Partner at any time General Partners do not in the aggregate both: (1) own an interest in each material item

of the income, gain, loss, deduction, or credit of the Partnership equal to at least the lesser of one percent or $500,000 divided by total contributions to the Partnership , and (2) maintain a Capital Account balance equal to at least the lesser of one percent of total positive capital account balances or $500,000), unless the business of the Partnership is continued with the consent of:

(1) Remaining Partners holding a majority of the Sharing Ratios of all the Remaining Partners based on any reasonable estimate of profits from the date of the dissociation to the projected termination of the Partnership, taking into account present and future allocations of profits under the partnership agreement that is in effect as of the date of the dissolution event; and

(2) Remaining Partners holding a majority of the Capital Accounts of all of the Remaining Partners determined as of the date of the dissociation.

2. **Effect of Dissolution** - Upon dissolution, the Partnership shall cease carrying on as distinguished from the winding up of the Partnership business, but the Partnership is not terminated, but continues until the winding up of the affairs of the Partnership is completed and the Certificate of Dissolution has be issued by the Arizona Corporation Commission.

3. **Distribution of Assets on Dissolution** - Upon the winding up of the Partnership, the Partnership Property shall be distributed:

3.1. to creditors, including Partners who are creditors, to the extent permitted by law, in satisfaction of Partnership Liabilities;

3.2. to Partners in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Partnership's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Partnership's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the General Partners.

4. **Winding Up and Certificate of Dissolution** - The winding up of a Family Limited Partnership shall be completed when all debts, liabilities, and obligations of the Family Limited Partnership have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Family Limited Partnership have been distributed to the partners. Upon the completion of winding up of the Partnership, a certificate of dissolution shall be delivered to the Arizona Corporation Commission for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XV

AMENDMENT

1. **Partnership Agreement May Be Modified** - The Partnership Agreement may be modified as provided in this Article XV (as the same may, from time to time be amended). No Partner or General Partner shall have any vested rights in the Partnership Agreement which may not be modified through an amendment to the Partnership Agreement.

2. **Amendment or Modification of Partnership Agreement** - The Partnership Agreement may be amended or modified from time to time only by a written instrument adopted by the General Partners and executed by a Majority of the Partners.

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ARTICLE XVI

MISCELLANEOUS PROVISIONS

1. **Entire Agreement** - The Partnership Agreement represents the entire agreement among all the Partners and between the Partners and the Partnership.

2. **Partnership Intended for Nontax Purposes** - The Partners have formed the Partnership under the Act, and expressly do intend hereby to form a partnership under the Arizona Uniform Limited Partnership Act. The Partners do intend to be partners one to another, and partners as to any third party.

3. **Rights of Creditors and Third Parties under Partnership Agreement** - The Partnership Agreement is entered into among the Partnership and the Partners for the exclusive benefit of the Partnership, its Partners, and their successors and assignees. The Partnership Agreement is expressly not intended for the benefit of any creditor of the Partnership or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Partnership Agreement, Admission Agreement or any agreement between the Partnership and any Partner with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set out hand and seals on September 15, 1999.

Toone Family Limited Partnership

Michael J. and Carol H. Toone Revocable Living Trust u/t/d April 14, 1999

Michael J. Toone, Trustee

Carol H. Toone, Trustee

EXHIBIT A

Partner	Initial Capital Contribution and Value	Interests

General Partner

MICHAEL J. TOONE and CAROL H. TOONE, Trustees, or their successors in trust, under the MICHAEL J. TOONE and CAROL H. TOONE REVOCABLE LIVING TRUST, dated April 14, 1999.

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Limited Partner

MICHAEL J. TOONE and CAROL H. TOONE, Trustees, or their successors in trust, under the MICHAEL J. TOONE and CAROL H. TOONE REVOCABLE LIVING TRUST, dated April 14, 1999.

AGENCY AUTHORIZATION

(To be completed by landowners of subject property when landowners do not represent themselves. Instructions for completing required information are in bold and brackets below lines. If applicant is a company, corporation, partnership, joint venture, trustee, etc., please use the corporate signature block and have the notary fill in the notarization section for corporations not individuals and cannot be submitted digitally)

TO: Pinal County Planning & Development Services
P.O. Box 2973
Florence, AZ 85132

Gordita LLLP
[Insert Name -- If a Corporation, Partnership or Association, Include State of Incorporation]

hereinafter referred to as "Owner," is/are the owner(s) of 1083.6 acres located at 28518 S Tweedy Rd, Eloy, AZ 85131, and further identified
[Insert Address of Property]

as assessor parcel number 408110230, 408150020 and legally described as follows:
[Insert Parcel Number]

[Legal Description is attached hereto as Exhibit A]

Said property is hereinafter referred to as the "Property."

Owner hereby appoints Cactus Flower Solar, LLC
[Insert Agent's Name. If the Agent Is a Company, Insert Company Name Only]

hereinafter referred to as "Agent," to act on Owner's behalf in relation to the Property in obtaining approvals from Pinal County for any necessary amendment to Pinal County's Comprehensive Plan; zone changes; planned area development overlay districts; platting of the subject property; special use permit or industrial use permit; and to file applications and make the necessary submittals for such approvals.

Owner consents and agrees to be bound by all stipulations agreed to by this Agent in connection with any of above-referenced processes.

[Individual PROPERTY OWNER signature block and acknowledgment. DO NOT SIGN HERE IF SIGNING AS AN OFFICER OF A CORPORATION ON THE NEXT PAGE.]

[Signature] _____

[Address] 571 N 54TH STREET, CHANDLER AZ 85226

Dated: 05/29/2023

[Signature] _____

[Address]

Dated: _____

SCOTT COOMBE
Notary Public, State of Arizona
Maricopa County
Commission # 610499
My Commission Expires
August 14, 2025

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 29 day of May 2024 by Arnaldo Burgos.
[Insert Name of Signor(s)]

My commission expires August 14th 2025

Scott Coombe
Printed Name of Notary

_____
Signature of Notary Public

ARTICLES AND CERTIFICATE
OF
LIMITED PARTNERSHIP
OF
GORDITA LIMITED PARTNERSHIP

THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES ACT OF ARIZONA IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTIONS 3(b) AND 4(2) OF THE ACT, AS AMENDED, AND REGULATION D PROMULGATED THEREUNDER AND BY THE SECURITIES ACT OF ARIZONA. UNITS MAY BE TRANSFERRED ONLY IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS, RULES AND REGULATIONS. TRANSFERABILITY OF THE UNITS IS FURTHER RESTRICTED BY THE TERMS OF THESE ARTICLES. IN ADDITION, ANY RESALE OR TRANSFER OF SUCH UNITS MUST COMPLY WITH OTHER REQUIREMENTS DESCRIBED HEREIN.

Cross-reference information required by Section A.R.S. 29-313(d):

	Information Required by A.R.S. Section 29-308(a)	**Section of Articles of Limited Partnership**
1.	Partnership Name	2.02
2.	General Character of Business	2.06
3.	Information Required by Section 29-304	2.03, 2.04
4.	Name and Business Address of Each Partner	Schedule "A"
5.	Cash Paid and Description of Value of Other Property Contributed by Partners	Schedule "A"
6.	Timing of Additional Contributions	3.02
7.	Assignment by Limited Partners	Article Seven
8.	Voluntary Termination	3.05, Article Seven, and Article Eight
9.	Distributions	Article Five
10.	Return of Capital	3.05, 8.03
11.	Dissolution and Winding-Up	Article Eight
12.	Continuation Upon Withdrawal or Removal of General Partner	8.01

13. Other Matters:

The General Partners by unanimous vote may elect one or more General Partners as Managing Partners of the Partnership and/or their successors, each to serve until such named Managing Partner ceases to serve in such capacity by resignation, termination or removal by a majority of the General Partners. Any person or entity may resign as Managing Partner, with or without cause, by giving written notice to each of the General Partners and Limited Partners. The Managing Partner (which term throughout these Articles shall apply to each Managing Partner then serving, whether one or more) is hereby authorized and directed by all of the General Partners, without the need for any other Managing Partner to join except as otherwise expressly provided herein, to manage and control the assets of the Partnership with full authority to exercise, on behalf of the Partnership, all of the powers which could be exercised by unanimous action of the General Partners. The General Partners hereby elect DAIRY MANAGEMENT SYSTEMS, INC., an Arizona corporation, to be the initial Managing Partner, with the President thereof, Arnaldo Burgos, empowered to sign on behalf of the Corporation and the Partnership. Any person dealing with the Partnership may rely upon the latest filed Certificate of Limited Partnership as designating the current Managing Partner.

Recording Requested by:
First American Title Insurance Agency, Inc.

When recorded mail to:
Gordita, L.P.
P.O. Box 3280
Chandler, AZ 85244

OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE

DATE/TIME: 01/13/05 1648
FEE: $19.00
PAGES: 3
FEE NUMBER: 2005-004509

WARRANTY DEED

File No. **242-4386145 (sdc)**

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

Kizer, LLC, a Arizona Limited Liability Company, as to an undivided 2/3 interest and Shannon Earl Kizer, an unmarried man, as to an undivided 1/3 interest, the GRANTOR does hereby convey to

Gordita, L.P., a Arizona Limited Partnership, the GRANTEE

the following described property situate in **Pinal** County, **Arizona:**

PARCEL NO. 1:

ALL OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED UNTO THE STATE OF ARIZONA IN THE PATENT OF SAID LAND.

PARCEL NO. 2:

ALL OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THE NORTH 1760 FEET THEREOF; AND

EXCEPT ALL MINERALS, ORES, METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZER, FOSSILS AND OTHER SUBSTANCES IN, OR UNDER, SAID LAND, AS RESERVED UNTO THE STATE OF ARIZONA, AS SET FORTH IN THE PATENT TO SAID LAND.

Subject To: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

And the GRANTOR binds itself and its successors to warrant the title as against its acts and none other, subject to the matters set forth.

DATED: November 03, 2004

COPY

Kizer, LLC, an Arizona Limited Liability Company

By: Aaron Kizer, Member

By: Mack Kizer, Member

Shannon Earl Kizer

Unofficial

STATE OF Arizona)
)ss.
County of Pinal)

On 1-11-05, before me, the undersigned Notary Public, personally appeared **Aaron Kizer, Mack Kizer and Shannon Earl Kizer**, 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.

Shay D Carr
Notary Public

My Commission Expires:
9-14-08

SHAY D. CARR
NOTARY PUBLIC - ARIZONA
PINAL COUNTY
My Commission Expires
September 14, 2008

Official

CYPRESS CREEK RENEWABLES



Cactus Flower Solar, LLC
Application for Major Comprehensive Plan Amendment
Application Narrative

May 30, 2024

Cactus Flower Solar, LLC
Application for a Major Comprehensive Plan Amendment
Application Narrative

Case Number: Z-PA-038-23

Submitted to
Pinal County Planning Division
85 N Florence Street, First Floor
Florence, AZ 85132
Attention: Sangeeta Deokar

Submitted by
Cypress Creek Renewables, LLC
3402 Pico Boulevard, Suite 215
Santa Monica, CA 90405
Applicant: Cactus Flower Solar, LLC

May 30, 2024

Contents

Section 1 – Executive Summary 4

Section 2 – Proposed Land Use 5

2.1 LOCATION, ACCESSIBILITY, AND ADJACENT GEP LAND USE 5

2.2 LANDOWNER SUPPORT FOR PROPOSED LAND USE 5

2.3 CITY OF ELOY COMMENTS 6

2.4 COMMUNITY ENGAGEMENT 6

2.5 NEIGHBORHOOD MEETING 6

Section 3 – Project Overview 7

3.1 PROJECT DESCRIPTION 7

3.2 SITE SUITABILITY AND DESIGN 7

3.3 EXISTING INFRASTRUCTURE AND PUBLIC SERVICES 8

3.4 ENVIRONMENTAL IMPACT AND MITIGATION MEASURES 8

3.5 PROJECT DECOMMISSIONING 9

Section 4 – Additional Considerations 10

4.1 POTENTIAL FUTURE HIGH CAPACITY I-11 CORRIDOR 10

4.2 PINAL COUNTY PUBLIC WORKS DISCUSSION AND COMMENTS 11

4.3 APPLICANT EXPERIENCE AND SAFETY RECORD 11

Section 5 – Alignment with County Comprehensive Plan Goals 12

Section 6 – Literature Cited 16

Appendices & Figures 17

APPENDIX A: COMPREHENSIVE PLAN COMPLIANCE CHECKLIST 17

APPENDIX B: LANDOWNER LETTERS OF SUPPORT 18

APPENDIX C: PUBLIC PARTICIPATION REPORT 19

APPENDIX D: LEGAL DESCRIPTION OF THE PROJECT 20

FIGURE 1: SITE MAP – PROJECT PARCELS 21

FIGURE 2: PROJECT LOCATION 22

FIGURE 3: PROJECT IN RELATION TO PINAL COUNTY ENVIRONS 23

FIGURE 4: FEMA FLOOD ZONE MAP 24

SECTION 1 – EXECUTIVE SUMMARY

Cactus Flower Solar, LLC ("Applicant" and "Project"), wholly and directly owned by Cypress Creek Renewables Development, LLC ("CCRD"), is applying for a Major Comprehensive Plan Amendment ("MCPA"). The Applicant is proposing a 270-megawatt with alternating current ("MWac") solar generation and 270-megawatt ("MW") battery energy storage system ("BESS"). The project includes 10 parcels of all privately-owned land in unincorporated Pinal County, located on 2,148.94 acres of flat, active agricultural land, approximately eight miles south of the City of Eloy (Figure 1 and Figure 2).

The parcels are currently designated as Very Low Density Residential ("VLDR", 0-1 du/ac) and Moderate Low Density Residential ("MLDR", 1-3.5 du/ac) under the Comprehensive Plan (Table 1). The Applicant is requesting to change the land use classifications for all parcels to Green Energy Production ("GEP"). The legal description of the Project is included in Appendix D.

The Project would be comprised of a solar photovoltaic ("PV") array, BESS, on-site substation, and an Operations & Maintenance ("O&M") building for site maintenance and monitoring.

The Project was sited intentionally to follow Pinal County and citizens' request to locate new energy development away from current and proposed towns, housing, employment hubs, parks, scenic areas, and recreational trails. Additionally, the Project directly abuts existing GEP land use known as Eloy Solar (Figure 3), approved by the Board of Supervisors on November 17, 2021 (PZ-PA-005-21). This supports the County's preference to collocate land use designations between like uses and cluster development.

Subject to requisite Pinal County approvals, the Applicant would subsequently apply for a zoning change from General Rural to Industrial Zoning District ("I-3") with a Planned Area Development ("PAD") overlay district. The MCPA and rezoning timeline is included in the Project development plan prior to commencing construction to achieve commercial operation in coordination with APS, as the interconnection utility. Once operational, Cypress Creek Renewables, LLC (or one or more of its affiliates) will serve as owner and operator of the Project throughout the duration of its 40-year asset life.

Table 1. MCPA Project Parcels

APN	Owner	Acreage*	Current Land Use Designation	Current Zoning
40811025B 40811025D 40811024A 40811024C 40811025C	Curtis 1035, LLC	633.450	Very Low Density Residential	General Rural
408110230 408150020	Gordita, LLLP	652.164 433.595	Moderate Low Density Residential	General Rural
408150010	Stambaugh Farms, LLC	214.451	Very Low Density Residential	General Rural
408120020 408120030	Toone Family Limited Partnership #3	215.283	Very Low Density Residential	General Rural

*Note: Parcels associated with Curtis 1035, LLC, and Toone Family Limited Partnership #3 were surveyed as one area or included within one legal description, respectively, and the associated acreage for individual parcels is not available at this time.

SECTION 2 – PROPOSED LAND USE

The Applicant is requesting a Major Comprehensive Plan Amendment ("MCPA") for 2,148.94 acres across 10 parcels, all privately-owned, in unincorporated Pinal County, Arizona. The parcels are currently designated as Very Low Density Residential ("VLDR") and Moderate Low Density Residential ("MLDR") under the Comprehensive Plan (Table 1). The Applicant is requesting to change the land use classification for all parcels to Green Energy Production ("GEP"). The legal description of the Project is included in Appendix D in addition to a certified boundary survey (attachment SUB1_Certified Boundary Survey and Topographic Map_Cactus Flower Solar).

2.1 LOCATION, ACCESSIBILITY, AND ADJACENT GEP LAND USE

The proposed Project is located eight miles south of Eloy and approximately seven miles south of Interstate 10 ("I-10") (Figure 2). The site can be accessed on existing gravel roads including Ellis Road, E. Greene Reservoir Road, and E. Curtis Road providing western and eastern access points, and S. Eleven Mile Corner Road, S. Tweedy Road, and S. Curry Road providing northern and southern access points.

The Project was intentionally sited to follow Pinal County and citizens' guidance for new energy development to be located away from current and proposed towns, housing, employment hubs, parks, scenic areas, and recreational trails. The Project is consistent with Policy 3.1.1.5 included in the Comprehensive Plan's Sense of Community vision component: "locate more impactful commercial and industrial uses in areas away from homes where negative impacts can be mitigated." The location is remote with few neighbors isolating any visual impacts to a confined area. Furthermore, the site boundary is contiguous allowing for concentrated and efficient construction within the defined acreage.

Additionally, the Proposed project abuts GEP land use to its east known as Eloy Solar (Figure 3) which was approved by the Board of Supervisors on November 17, 2021 (PZ-PA-005-21). The location of adjacent GEP land use encourages collocated designation with surrounding and existing land uses which we understand is a priority for the County. These considerations, site location and adjacent GEP land use, encourage a well-sited Project that adheres to Pinal County and citizens' feedback on placement for new energy development.

2.2 LANDOWNER SUPPORT FOR PROPOSED LAND USE

The land is presently being used for agricultural purposes, but the landowners' abilities to continue to farm are being diminished by insufficient ground water and a shrinking water allocation from the Central Arizona Project. The landowners currently are unable to fully utilize their agricultural lands with their current water supplies and have identified no financially viable short-term or long-term solutions to increase their water supplies. Thus, the landowners, who are long-time agricultural practitioners and champions, are considering new uses for the land. They aim to address both financial and practical concerns, particularly in light of the challenges posed by water allocation. The denial of the MCPA would likely hinder the overall long-term financial prospects of these landowners and their ability to maintain their farming operations in general.

As an alternative to agriculture with high water use, a solar and energy storage facility would utilize little to no water during operations and limited water during construction eliminating the need for water allocation to this 2,145-acre Project. Please see attached letters of support included in Appendix B from

the following landowners highlighting their support for a solar and energy storage project:

- Michael Toone, associated parcels under Toone Family Limited Partnership #3
- Brian Blevins, associated parcels under Curtis 1035, LLC
- David Stambaugh, associated parcels under Stambaugh Farms Partnership

2.3 CITY OF ELOY COMMENTS

The Applicant, represented by Ms. Stacy Gramazio, CCR's Director of External Affairs, met with City of Eloy staff David Malewitz, City Manager and Dan Symer, Community Development Director, in-person on May 22, 2024. The Applicant shared the location of the Project and that it would neighbor the proposed Eloy Solar project, which has the GEP land use classification and is already zoned for GEP.

City staff noted that its location south of I-10 was in their preferred area for large scale solar development. The Applicant noted the specific circumstances of the participating landowners for this Project, namely that reduced water supply has resulted in farming being a nonviable option for their land going forward. Economic benefits of the Project were also discussed; including estimated property tax revenue for the County, job creation, and general economic activity that is often a result of large construction projects. The uncertainty surrounding future plans for the I-11 transportation corridor was discussed as well.

Lastly, the Applicant communicated past and future plans for community outreach efforts, including the Community Meeting that was held on May 14, 2024. City staff suggested that the Applicant put together a Project summary for the County to reference and noted that the County could contact them directly for further discussion throughout the MCPA review process as needed.

2.4 COMMUNITY ENGAGEMENT

The Applicant has been active in the community since November 2022. They are a member of the Pinal Partnership, Eloy Chamber of Commerce, Pinal Alliance, Greater Florence Chamber of Commerce, and Ms. Gramazio is President of the Central Arizona College Foundation and serves on the Board of Directors for the Eloy Chamber of Commerce and Pinal Alliance. The Applicant has donated thousands of dollars in local sponsorships, including Paladin Sports, Central Arizona College, Eloy Chamber of Commerce, Pinal Partnership, and is in active communication with the Eloy Chamber of Commerce about future community investment opportunities. Recently, three graduating high school seniors in the County were awarded scholarships through the Applicant's Energizing Tomorrow's Leaders Scholarship program. Along with consistent in-person outreach to members of the public and the general business community, the Applicant has met with the City of Eloy to keep them informed of the Project and to take note of any comments or questions. They plan to continue outreach to the public, local businesses, the fire department, and the City of Eloy throughout the development process and beyond.

2.5 NEIGHBORHOOD MEETING

As part of the MCPA process, the Applicant was required to hold a neighborhood meeting that complies with the citizen review process outlined in Chapter 2.166.050, Section E: Citizen Review, of the Pinal County Development Services Code. To contact the potentially affected residents and stakeholders, the Applicant developed an informational mailer that announced the neighborhood meeting and provided a telephone line, email address, and physical address to submit questions and comments regarding the project. The Applicant facilitated an in-person public open house on May 14, 2024. These outreach efforts provided information to members of the public and solicited feedback on the Project and were designed to help identify potential issues relative to the Project.

The Applicant has prepared a Public Participation Report (Appendix C) to document that the Applicant complied with the neighborhood meeting process and to meet the reporting requirements described in Chapter 2.166.050, Section E: Citizen Review, of the Pinal County Development Services Code. Applicant welcomes citizen feedback and is committed to being a good neighbor.

SECTION 3 – PROJECT OVERVIEW

3.1 PROJECT DESCRIPTION

The proposed Project consists of a PV solar array comprised of bifacial solar panels. The PV system size will be 270 MWac. A potential 270 MW BESS would be collocated with the solar array. The solar panels will be mounted on a single axis tracking system allowing the panels to track the sunlight and provide optimal solar generation. Centralized inverters will be located strategically throughout the array to convert the energy from direct current ("DC") to alternating current ("AC"). Energy from the inverters will be conveyed to the substation via medium voltage cables. An Operations & Maintenance ("O&M") building for maintenance and monitoring will be located on-site as well. The PV solar array, BESS, inverters, and O&M building will comprise the project in total.

From the generator site, the Project will connect to a new APS substation via an approximate 13-mile gen-tie transmission line. This new substation will be part of APS' Tat Momoli-Saguaro 230 kV transmission line. The gen-tie line would be located southwest of the Project.

Once the project is operational, the energy will be dispatched to the local and regional grid or stored in the BESS for future dispatch at the directive of the offtake counterparty who will be purchasing the power. The Project is currently within the Transitional Cluster Study process with APS regarding a Large Generator Interconnection Agreement ("LGIA"). Ongoing studies are underway by APS, and targeted execution of the LGIA is March 2025, subject to ongoing feedback. This agreement will govern the interconnection timeline and ability for the Project to connect to the new APS substation and regional grid. APS currently serves multiple communities in Pinal County, such as the City of Eloy, the City of Coolidge, the Town of Florence, and others, and serves portions of unincorporated Pinal County.

3.2 SITE SUITABILITY AND DESIGN

The Project is comprised of generally flat agricultural land which will require minimal site preparation and grading during construction. The general slope is 0.01 foot/foot percent from west to east. A detailed topographical map with elevation labels has been included in the ALTA survey (attachment SUB1_Certified Boundary Survey and Topographic Map Cactus Flower Solar). Additionally, the site is contiguous across 10 parcels allowing for efficient construction and ease of access for construction crew mobilization and demobilization.

The Applicant has conducted environmental due diligence on the project which is outlined and discussed further in Section 3.4. No wetlands are present on-site, and existing canals will not be impacted by the solar design as they will be avoided (Figure 1). Environmental database review and analysis, in combination with an initial field survey concluded that there is no suitable habitat for federal listed or protected species.

The proposed preliminary site plan includes 50-foot setbacks from all parcel lines, existing overhead electrical equipment, existing wells, and road centerlines. Gravel access roads will be constructed for site access within the project. Access gates and requisite signage will be installed along the site boundary and

can be referenced in Figure 1. The site plan also includes 100-foot setbacks from any existing residential property in addition to opaque fencing near residences. It should be noted that this site plan is preliminary and subject to ongoing engineering and design adjustments in coordination with and compliance with county feedback and requirements.

The Project falls within the Federal Emergency Management Agency ("FEMA") Zone A (1 percent annual chance flood hazard) and Zone X (0.2 percent annual chance flood hazard). It is also partially within the 100-year floodplain. The Project is predominantly located within Zone X, 1,480 acres, with the remaining 668 acres falling within Zone A (Figure 4). The Applicant is in the process of submitting a Letter of Map Change ("LOMC") to FEMA to request a study of the existing flood zones within the Project to officially change the effective Flood Insurance Rate Map ("FIRM").

3.3 EXISTING INFRASTRUCTURE AND PUBLIC SERVICES

The Applicant is proposing to interconnect to the APS Tat Momoli-Saguaro 230 kV transmission line located Southwest of the Project. This line is approximately 33 miles long and runs primarily through open desert near the Pinal/Pima county line on wooden H-frame poles. It shares a corridor with the Marana - Saguaro 115 kV line near Saguaro substation to the East and South Loop - Pinal West 345 kV line near Tat Momoli substation to the West. The gen-tie transmission line will connect the project substation to the APS transmission line which will be developed through ongoing engineering design to connect to existing infrastructure or construct new infrastructure, as necessary. APS currently serves multiple communities in Pinal County, such as the City of Eloy, the City of Coolidge, the Town of Florence, and others, and serves portions of unincorporated Pinal County.

During construction, water would be trucked to the site, as needed. Any road improvements or construction would be developed and coordinated with Pinal County staff. The Applicant will obtain the appropriate Fire District's approval of the water plans prior to County approval. The Project will utilize necessary fire protections protocols as required by the County, and the Project will be routinely maintained by dedicated O&M staff on-site.

3.4 ENVIRONMENTAL IMPACT AND MITIGATION MEASURES

The Applicant has performed environmental due diligence on the Project site to determine initial environmental constraints within the Study Area, consisting of 2,115 acres. Tetra Tech was retained to provide a Critical Issues Analysis ("CIA"); Phase I Environmental Site Assessment ("Phase I ESA"); Wetland and Other Waters of the United States Delineation; and Biological Resources Assessment ("BRA"). A summary of results is included below, and documents can be provided by the Applicant upon request. Overall, due diligence conducted to date indicates that there are no overriding considerations or constraints from hazardous materials or wetlands or other waters, however there are potential constraints due to the presence of western burrowing owls (*Athene cunicularia hypugaea*) in the Study Area, along with other unknown impacts to State Species of Greatest Conservation Need ("SGCN") and migratory nesting bird species on or near the Project site. The Applicant will be conducting protocol burrowing owl surveys in 2024 to determine more precise locations of burrows for solar array design considerations.

- **Critical Issues Analysis** – Dated June 14, 2022. The CIA identified areas for Applicant's consideration. These included reference to County requirements for landscaping or screening of the Project; rezoning requirements; industrial buffer; Project setback of not less than 10 percent of the lot depth on all sides; potential presence of Arizona Game and Fish Department ("AZGFD").

  The CIA provided the necessary information to move forward with additional due diligence and studies at the proposed Project.

- **Phase I Environmental Site Assessment (Phase I ESA)** - Dated May 31, 2023. The Phase I ESA was prepared in accordance with ASTM International Standard E1527-21. No Recognized Environmental Conditions ("RECs"), Historical RECs, or Controlled RECs were identified.

  The Applicant will avoid impacting the irrigation wells and will work with the landowners on the cleanup of the dumped household and construction materials. The Applicant will be preparing a new Phase I ESA prior to construction for financing purposes.

- **Wetland and Other Waters of the United States Delineation Report** – Dated November 15, 2023. No wetlands were identified within the PV portion of the Study Area. However, a total of two (2) streams were identified within the PV portion of the Study Area which are characterized as cement lined canals (S-01 and S-02).

  The Applicant will not impact either of the canals (S-01 and S-02) within the Project. Construction of solar panel arrays will be located away from each of the canals to ensure vehicle and equipment access to the canals and stormwater controls from the project.

- **Biological Resources Assessment** – Dated January 24, 2024. The BRA addresses a number of resource concerns which include wildlife, vegetation and botanical resources, noxious and invasive weeds, and wildlife corridors.

  No sensitive areas or U.S. Fish and Wildlife Service ("USFWS") critical habitat occur within or in close proximity to the Project.

- **Cultural Resources** – The Applicant is currently conducting a detailed cultural resources Class I database review for the Project and gen-tie alignment. This report will be made available to the County upon request.

3.5 PROJECT DECOMMISSIONING

The Applicant ensures that the Cactus Flower Solar facility shall be removed, at the expense of the operator or its successor(s), in the unlikely event that the system ceases power production, or the land lease expires or is terminated prior to its expected 40-year useful life. The Applicant has a legal obligation to landowners via associated site control documentation to decommission the Project at the end of its operational life. The equipment will be removed, and appropriate site restoration will be completed, as needed. The Applicant will prepare a decommissioning plan.

SECTION 4 – ADDITIONAL CONSIDERATIONS

4.1 POTENTIAL FUTURE HIGH CAPACITY I-11 CORRIDOR

During the pre-application meeting with Pinal County regarding the proposed MCPA, it was noted that the Project falls within the proposed I-11 Highway and that there was concern about potential conflicting land use. Specifically, Pinal County was worried about the potential for I-11 to no longer be built within the Project should the MCPA be approved. The Applicant has provided additional clarification regarding this potential conflict in the sections noted below.

Currently the Project parcels are situated in the preferred alternative corridor for the proposed I-11 Highway. This corridor is 2,000-feet wide, and the selected alignment would be 400-feet wide for the highway rights-of-way. Beginning in 2016, the Arizona Department of Transportation ("ADOT") and the Federal Highway Administration ("FHWA") conducted its preliminary review and released a Final Tier 1 Environmental Impact Statement ("EIS") in 2021. The EIS includes language related to land use approvals, ongoing planning, and future development at the county level that will require the need for flexibility in the ongoing study process.

Specific language in the Draft Tier 1 EIS released in March 2019 states that no land use approvals would be granted as part of the EIS process, allowing for counties to continue review and regulate planning within their jurisdiction within the proposed corridors.

> "*This land use section documents existing and planned land uses from available data and information provided by local governments. No formal local land use approvals would occur as the result of this Draft Tier 1 Environmental Impact Statement and Preliminary Section 4(f) Evaluation*" (FHWA and ADOT, 2019: page 3.3-1)

Additionally, the Draft Tier 1 EIS acknowledges the need to review and amend the proposed route:

> "*It is important to acknowledge that land use planning is an ongoing activity. Therefore, information related to all of these land use topics will be updated during Tier 2 studies to maintain the most up-to-date information*" (FHWA and ADOT, 2019: page 3.3-2)

> "*Future land uses are speculative and development patterns can quickly change to respond to new opportunities and constraints, such as a new transportation corridor, changing demographics, or the attraction of a major employer*" (FHWA and ADOT, 2019: page 3.3-5)

Based on the specific language noted in the Draft Tier 1 EIS, ADOT understood that no land use approvals were secured as part of the current I-11 studies and that they would need to reevaluate land use as part of the next study. Therefore, the Applicant presumes that ADOT understood that they were not guaranteed to have secured the I-11 corridors noted in the current studies nor were they requesting jurisdictions or landowners to hinder development in the preferred or alternative corridors as part of these corridor studies. This is based on ADOT noting they would need to reevaluate land use in the next I-11 study and that land uses can quickly change, suggesting they acknowledge that further developments would occur in the I-11 preferred and alternative corridors that they would need to consider land use in the next study.

Finally, the Applicant notes that another GEP land use designation was approved within the I-11 corridor in unincorporated Pinal County. Specifically, the Arizona City Solar Project (PZ-PA-004-21) was approved in

November 2021 by the Pinal County Board of Supervisors, is located on private property in unincorporated Pinal County and intersects the preferred alternative corridor for the proposed I-11 Highway. Therefore, GEP land use designations being sited and approved within the I-11 corridor has precedent.

The Applicant reached out directly to ADOT's previous State Engineer (Mr. Dallas Hammit) and to ADOT's Multi-modal Planning Department Director (Mr. Paul Patane) for more information relating to Tier 2 funding and potential timing for additional studies and assessments. Pending information from ADOT, the Applicant understands that funding for the I-11 project is subject to federal Congressional funding for new alignments as well as improvements to existing highway infrastructure. At this time, the Applicant is relying on the above referenced language from the Tier 1 EIS and intends to move forward with Project planning and development. The Applicant will work with the County Engineer and Public Works Department to address any comments related to the location of the Project within the alternative corridor for the proposed I-11 corridor.

4.2 PINAL COUNTY PUBLIC WORKS DISCUSSION AND COMMENTS

The Applicant met with County Engineer, Christopher Wanamaker, on May 28, 2024, to address comments shared regarding the Applicant's pre-application and meeting held with Pinal County staff on May 14, 2024. County staff indicated that the drainage report and associated drainage waiver as well as the required Traffic Impact Statement ("TIS") could be submitted later following the Applicant's initial submission. The Applicant has engaged a consultant to provide these deliverables in a timely manner and will share this with County staff once available.

Additionally, specific comments received from the Pinal County Engineering Division dated May 6, 2024, were discussed and incorporated into the preliminary site design, as needed. The Applicant will continue to incorporate feedback from Pinal County throughout the review process.

4.3 APPLICANT EXPERIENCE AND SAFETY RECORD

Since its founding in 2014, CCR has become one of the nation's largest and most reputable solar energy companies, developing over 12 gigawatts ("GW") of operational solar capacity across the country. CCR is a fully integrated renewable platform: we develop, finance, own, and operate projects. The company currently owns over 2.2 GW of solar projects across 14 states, and our in-house O&M provider (Cypress Creek Solutions, LLC) is the fourth largest solar O&M provider in the United States, managing over 4.9 GW of solar and storage projects.

Cypress Creek Solutions, LLC has contracts with over 500 operation projects with greater than 99% contract availability. The team is made up of 150 team members and there is a 24/7 control center and NERC Generator Operator located in Durham, North Carolina, which facilitates around the clock monitoring. The total average reported incident rate is 0.21% between 2018-2023. We pride ourselves on our safety record and ability to quickly respond and address any issues that arise during operations.

SECTION 5 – ALIGNMENT WITH COUNTY COMPREHENSIVE PLAN GOALS

The Project is aligned with many of the goals, policies, and objectives of the Pinal County Comprehensive Plan. The following reviews some of the goals, policies, and objectives by which the Project is aligned:

- **Goal 7.1** Environmental Stewardship
- **Objective 7.1.1** Promotion of ecologically responsible development in Pinal County
- **Objective 7.1.2** Improve the County's air quality
- **Goal 7.2** Protect the long-term water supply for Pinal County
- **Goal 7.3** Improve the energy efficiency of Pinal County
- **Goal 7.6** Expand renewable energy in Pinal County
- **Policy 7.6.1.6** Support the transmission of renewable energy from sources within and outside of Pinal County
- **Objective 7.6.2.2** Support the growth of the renewable energy in Pinal County.
- **Goal 7.7** Support the provision of adequate energy for the future while protecting the natural environment and resources
- **Policy 7.7.2.2** Support innovative designs for new generating facilities that minimize water use
- **Objective 7.7.3** Provide information to citizens and the development community regarding future energy facilities

Appendix A includes the Comprehensive Plan Compliance Checklist that ensures conformity of the Project to the Pinal County Comprehensive Plan. The Proposed Amendment complies with Pinal County's Vision Components as outlined below.

- **5.1 Sense of Community**

  The Project would provide local dependable power and avoid conflict with the community by being located far from towns, housing, employment centers, parks, and recreational trails, and areas where those may expand in the foreseeable future. The Project proposes to locate in an area where the current land use is decreasing in viability, and there would not be a significant impact on the sense of community or the dominant rural character. With close proximity to only one or two full-time residences, the Project is consistent with Policy 3.1.1.5, which is included in the Comprehensive Plan's Sense of Community vision component: "locate more impactful commercial and industrial uses in areas away from homes where negative impacts can be mitigated."

- **5.2 Mobility and Connectivity**

  The Project would not generate any new traffic patterns or congestion outside of construction, and thus it would not interfere with the existing and proposed transportation corridors' abilities to move people and goods effectively with minimal impact on the native wildlife. There will be a temporary, minimal increase in traffic volumes on surrounding parcel roads due to the work force and materials and equipment delivery during construction, but there will be no significant increase in traffic during the operational life of the Project. Additionally, the Project includes plans to develop road access for construction workers and equipment and operational needs. The Project will, therefore, have

no material impact on mobility and connectivity for the transportation corridors within Pinal County, or the State.

- **5.3 Economic Sustainability**

  The Project would expand the opportunities for the current residents and landowners of these parcels to improve their prosperity through a new use for their land and thus hopefully remain in Pinal County. The Project will also provide significant increased tax revenue to the county, an estimated 400+ well-paying construction jobs for 12-18 months, and several permanent jobs over the lifetime of the Project. The power is also anticipated to support residential growth and job creation by providing clean and affordable electricity. This energy will support the growing industrial, manufacturing, and electric vehicle market that is rapidly expanding the economy in Pinal County.

- **5.4 Open Spaces and Places**

  According to the Pinal County Comprehensive Plan viewer, the Project does not intersect any proposed open spaces or proposed trails. There are no existing trails, parks, or other recreational facilities within the project. The Project is not designated as a Recreation/Conservation area in the Comprehensive Plan. The nearest designated recreational area is the Ironwood Forest National Monument, which is ~12.5 miles to the south. Additionally, the Project is located on private land, so it is not taking away any State of Federal land that is often used for recreation and grazing purposes. The Project is considering using ranch style fencing that allows the continued movement of smaller wildlife across the site.

- **5.5 Environmental Stewardship**

  The development of clean, renewable energy projects benefits all residents of Pinal County by replacing polluting energy sources with cleaner alternatives. Integrating renewable energy to meet the County's growing energy demands is an ideal way to secure a clean environment for the future. The Project therefore aligns perfectly with Pinal County's vision and leadership in environmental sustainability. Additionally, this type of project is extremely low water use reducing any added impact to water resources within the County.

  The Project has diligently examined any potential environmental impacts and is committed to minimizing impacts to the human, natural, and cultural environments resulting from the proposed development. The Project will comply with all applicable federal, state, and local laws, regulations, and guidelines, as required.

- **5.6 Happy, Healthy Residents**

  The Project will support Pinal County's goal to be a healthy safe place by supporting good air, soil, and water quality and producing no waste products during its construction or operation. The Project will ensure its decommissioning by developing a plan to ensure equipment removal, disposal, and recycling, and restoration of the land to its original condition. The Project would also provide additional tax revenue, which would support Pinal County services overall.

- **5.7 Quality Educational Opportunities**

The Project has sponsored three scholarships in the area this through our annual Energizing Tomorrow's Leaders Scholarship Program," and it will continue to do so each year for at least the next four years. The project has also contributed to Central Arizona College Foundation and is exploring additional opportunities for supporting local schools and STEM programs. The Project can be made available from time to time to educate residents and local schools on renewable energy and sustainability.

Appendix A includes the Comprehensive Plan Compliance Checklist that ensures conformity of the Project to the Pinal County Comprehensive Plan. The Proposed Amendment addresses the Plan's Key Concepts illustrated on Land Use, Economic, and Circulation as outlined below.

- **Consistency with the Land Use Designation shown on the graphics**

  The land is currently designated as very low density and moderate low density residential. Given the current density appears to be significantly less than the 0-1 or 1-3.5 du/ac listed for these classifications, and the development of housing seems far off given the distance to employment, shopping, and current housing, the Project is proposing an amendment to update this designation to Green Energy Production ("GEP"). Located in a remote area in Pinal County, the amendment will not conflict with other nearby proposed developments or sensitive land uses. Additionally, GEP utilized for a renewable energy project would not have significant impacts to surrounding land uses.

- **Consistency with the Mixed Use Activity Center Concept**

  The Project is 6-14 miles, depending on the direction, from targeted Mixed Use Activity Centers.

- **Consistency with the Planning Guidelines described in the Land Use element**

  The Land Use element does not include Planning Guidelines for the GEP land use classification; however, Agricultural Planning Guidelines state "Solar and wind energy production and other renewable energy production are compatible with the farming heritage." The Project would be a passive, low-intensity use, the MCPA would be consistent with surrounding land uses which include agriculture, transmission lines, and state land for grazing.

- **Quality Employment Opportunities County-wide**

  The Project will provide significant increased tax revenue to the county, an estimated 400+ well-paying construction jobs for 12-18 months, and several permanent jobs over the lifetime of the Project.

- **Viable Agriculture, Equestrian, and Rural Lifestyle**

  The Project's site plan will be designed to cluster development of solar panels and facility components to protect surrounding open space and land use. The Project will redevelop active agricultural land to reduce the impact on water allocation in Pinal County. Additionally, once decommissioned, the Project will return to its previous condition, and could be used as open space or agricultural land uses in the future. The Applicant will prepare a decommissioning plan as part of the PAD and Zone Change process.

- **System of Connected Trails and Preservation of Open Space**

According to Pinal County's Open Space and Trails Master Plan and Map, the Project is not located within any current or proposed open spaces or trails. There are no existing trails, parks, or other recreational facilities within the Project. The closest proposed multi-use trail corridors to the Project are to the north near Eloy and to the south just above the Ironwood National Monument lands, each over 10 miles away.

- **Natural and Cultural Resource Conservation**

  By using previously farmed flat land, the Project avoids any development in sensitive mountains, foothills, and wash areas. The Applicant has completed desktop biological studies of the land and is completing field studies to confirm there will be no significant wildlife disturbance. Additionally, the Project will avoid minimize, and mitigate impacts to natural and cultural resources in accordance with applicable laws, regulations, and permit conditions.

- **Water Resources, Public Facilities/Services, and Infrastructure Support**

  The Project will develop the gen-tie transmission line through ongoing engineering design to connect to existing infrastructure or construct new infrastructure, as needed, to avoid any impact to public services. During construction, water would be trucked to the site, as a minimal amount is estimated to be needed. Any road improvements or construction would be developed and coordinated with Pinal County staff. The Applicant will obtain the appropriate Fire District's approval of the water plans prior to County approval.

SECTION 6 – LITERATURE CITED

Federal Highway Administration (FHWA) and Arizona Department of Transportation (ADOT). 2019. *Interstate 11 Corridor: Draft Tier 1 Environmental Impact Statement and Preliminary Section 4(f) Evaluation*. Available online at: http://i11study.com/Arizona/Documents.asp. Accessed May 2024.

APPENDICES & FIGURES

APPENDIX A: COMPREHENSIVE PLAN COMPLIANCE CHECKLIST

Appendix A: Comprehensive Plan Compliance Checklist

Purpose:

Provide guidance to ensure conformity of development proposals with the Pinal County Comprehensive Plan.

Intent:

1. Explain how to determine if development proposals are compatible with the Comprehensive Plan.
2. Explain why unique conditions exist to deviate from the Plan.

The Pinal County Comprehensive Plan graphics, Land Use, Circulation (two graphics), and Economic Development, are not intended to be zoning maps that outlines specific locations and parcel-by-parcel determination for land uses and facilities. The Comprehensive Plan's intent is to provide policy direction and a framework for how the Pinal County "development form" or layout should occur over time. It is not the intent to predetermine specifically where land uses must occur. Guidelines within the Land Use element provide direction on development and how it relates to transportation corridors, surrounding land uses, public facilities, and natural environment.

Determination:

Comprehensive Plan Compliance is determined by the development's conformity with the Comprehensive Plan's land use designations (Land Use graphic and Land Use element text) and activity centers (Land Use and Economic Development graphics and Economic Development element text) as well as the goals, objectives, policies and guidelines outlined in the Pinal County Comprehensive Plan. Planning guidelines for each of the land use designations and Activity Centers are also included in the Land Use element. It is important to note that all components and concepts may not apply to every potential proposal.

Organization:

The Compliance Checklist focuses on two major components:

1. Consistency with Pinal County's Vision Components
2. Consistency with the Plan's Key Concepts illustrated on Land Use, Circulation, and Economic Development graphics.

How Is the Checklist Used?

Various concepts are discussed and a "YES" checkbox is provided to indicate if the proposal complies with the key concepts of the Plan.

- If a project complies, it receives a ✓ in the appropriate box.
- If it does not comply, the checkbox will remain blank, and additional information would need to be provided to explain the unique circumstance, if applicable.

- If a project has no relation to a particular check list item, a "non applicable" response is acceptable with a brief explanation.

Who Should Use the Checklist?

Developers, staff, and decision-makers should use the Comprehensive Plan Compliance Checklist.

- ✓ Developers should use this checklist as a guide to the Plan's policies in the early stages of a development proposal and when submitting an application for review.
- ✓ Staff should use it to review development proposals and to make recommendations to decision-makers. The checklist can assist in developing the staff report.
- ✓ Decision-makers can use the checklist to better understand how well a proposal does or does not comply with the Pinal County Comprehensive Plan.

PART ONE

Consistency with Pinal County's Vision Components

The Pinal County Comprehensive Plan is a vision-based plan that provides the framework that all decisions related to growth and development are measured against. The following is intended to describe how the proposal meets the various vision components.

Pinal County Vision The County recognizes the importance of the region's strategic location between the Phoenix and Tucson Metropolitan Areas and its relationship to the overall well-being of the state of Arizona. What happens in Pinal County does not stay in Pinal County; the decisions made here will impact the entire state on many levels: business development, mobility, land management, air quality, water, and overall quality of life. People choose Pinal County for the diverse opportunities it offers; this diversity is what makes Pinal County unique but also represents a challenge as Pinal County continues to grow and change.

Pinal County is a place where history, culture and heritage are the foundation for its future. Pinal County will be seen as a leader in environmental stewardship and conservation practices by ensuring that the natural environment is preserved, yet still available to be discovered. Pinal County provides quality educational and training opportunities placing residents in cutting edge, environmentally-compatible jobs within the County. While communities within Pinal County retain and celebrate their unique qualities, governments and agencies share a collaborative spirit to ensure successes across Pinal County and remain responsive and accountable to their constituents.

Sense of Community—Pinal County is a collection of unique communities, each of which has something special to offer residents and visitors. Balancing emerging urban centers and Pinal County's rural character is important to residents; ensuring that the threads of Pinal County's history, heritage, and culture are woven into its future is what makes Pinal County unique from other regions. Ensuring places exist for people to gather and for communities to showcase the diversity of places, people, lifestyles, cultures, and opportunities will help to define Pinal County's identity.

The proposal:

☑ Is consistent with the **Sense of Community** vision component

Please explain:

This project would provide local dependable power and avoid conflict with the community by being located far from towns, housing, employment centers, parks, and recreational trails, and areas where those may expand in the foreseeable future. The project proposes to locate in an area where the current land use is decreasing in viability, and there would not be a significant impact on the sense of community or the dominant rural character. With close proximity to only one or two full-time residences, the project is consistent with Policy 3.1.1.5, which is included in the Comprehensive Plan's Sense of Community vision component: "locate more impactful commercial and industrial uses in areas away from homes where negative impacts can be mitigated."

Mobility and Connectivity—Ensuring Pinal County has adequate transportation corridors and a variety of multimodal transportation options addressing all populations is essential for moving goods and people throughout the County and State with minimal affect on Pinal County's native wildlife. Offering multiple mobility and communication options, to effectively connect communities and activity centers throughout the County, will reduce congestion and improve air quality while enhancing the area's quality of life.

The proposal:

☑ Is consistent with the **Mobility and Connectivity** vision component

Please explain:

The Project would not generate any new traffic patterns or congestion outside of construction, and thus it would not interfere with the existing and proposed transportation corridors' abilities to move people and goods effectively with minimal impact on the native wildlife. Additionally, the Project includes plans to develop sufficient access roads for construction workers/equipment and operational needs. See application Narrative for more information.

Economic Sustainability—Expanding opportunities for residents to live, work, learn, and play in close proximity promotes long-term economic viability. Pinal County desires activity centers that serve the current and future residents' needs offering services, businesses and employment opportunities, including high-tech and environmentally-friendly employers who champion Pinal County's conservation philosophy. The creation of the full range of quality jobs that allow residents to start their career, raise a family, and move up instead of out of Pinal County for career advancement is essential. (This may not apply to all projects)

The proposal:

☑ Is consistent with the **Economic Sustainability** vision component

Please explain:

The Project would expand the opportunities for the current residents and landowners of these parcels to improve their prosperity through a new use for their land and thus hopefully remain in Pinal County. The project will also provide significant increased tax revenue to the county, an estimated 400+ well-paying construction jobs for 12-18 months and several permanent jobs over the lifetime of the Project. The power is also anticipated to support residential growth and job creation by providing clean and affordable electricity. This energy will support the growing industrial, manufacturing, and electric vehicle market that is rapidly expanding the economy in Pinal County.

Open Spaces and Places—Residents value the large connected open spaces and unique places of Pinal County, not only as part of their quality of life, but as an important resource to sustain the region's immense wildlife habitat and their corridors. From the majestic mountains rising from the desert floor in the west to the high desert and rugged mountain terrain to the east, enjoyment of and respect for the natural surroundings is a big part of why people choose Pinal County to live and visit.

The proposal:

☑ Is consistent with the **Open Spaces and Places** vision component

Please explain:

According to the Pinal County Comprehensive Plan viewer, the Project does not intersect any proposed open spaces or proposed trails. There are no existing trails, parks, or other recreational facilities within the Project. The Project is not designated as a Recreation/Conservation area in the Comprehensive Plan. The nearest designated recreational area is the Ironwood Forest National Monument, which is ~12.5 miles to the south. The Project is considering including ranch style fencing that allows the continued movement of smaller wildlife across the site.

Environmental Stewardship—People value the views of the mountains and open vistas during the day and the stars at night. These values have translated to a strong conservation ethic that stresses the importance of maintaining the quality of Pinal County's natural resources for future generations. Pinal County is the leader in environmental stewardship, and rewards and encourages sustainable practices such as innovative land use planning, sustainable agriculture, water conservation, green building development, and the use of renewable and alternative energy sources.

The proposal:

☑ Is consistent with the **Environmental Stewardship** vision component

Please explain:

The development of clean, renewable energy projects benefits all residents of Pinal County by replacing polluting energy sources with cleaner alternatives. Integrating renewable energy to meet the County's growing energy demands is an ideal way to secure a clean environment for the future. The Project therefore aligns perfectly with Pinal County's vision and leadership in environmental sustainability. Additionally, this type of project is extremely low water use reducing any added impact to water resources within the County. See application Narrative for more information.

Healthy, Happy Residents—Access to quality healthcare and healthy lifestyle choices is a priority. Pinal County is a healthy, safe place where residents can walk or ride to activity centers and where interaction in Pinal County's clean, natural environment is encouraged. Ensuring residents are healthy, safe and happy in their community is a priority for Pinal County.

The proposal:

☑ Is consistent with the **Healthy, Happy Residents** vision component

Please explain:

The Project will support Pinal County's goal to be a healthy safe place by supporting good air, soil, and water quality and producing no waste products during its construction or operation. The Project will ensure its decommissioning by developing a plan to ensure equipment removal, disposal, and recycling, and restoration of the land to its original condition. The Project would also provide additional tax revenue ,which would support Pinal County services overall.

Quality Educational Opportunities—Quality, community-based Pre k-12 programs that provide youth with a competitive edge along with a wide variety of post-secondary educational opportunities and technical or specialized workforce training are necessities. Pinal County residents seek out life-long opportunities that help to expand their minds and diversify their experiences. (This may not apply to all projects)

The proposal:

☑ Is consistent with the **Quality Educational Opportunities** vision component

Please explain:

The Project has sponsored three scholarships in the area this through our annual Energizing Tomorrow's Leaders Scholarship Program," and it will continue to do so each year for at least the next four years. The project has also contributed to Central Arizona College Foundation and is exploring additional opportunities for supporting local schools and STEM programs. The Project can be made available from time to time to educate residents and local schools on renewable energy and sustainability.

PART TWO

Consistency with the Plan's Key Concepts illustrated on Land Use, Economic, and Circulation graphics

Consistency with the Land Use Designation shown on the graphics

The project land uses:

☐ Are shown as indicated on the Land Use and Economic Development graphic

☑ Are not shown as indicated on the Land Use and Economic Development graphic

The land is currently designated as very low density and moderate low density residential. Given the current density appears to be significantly less than the 0-1 or 1-3.5 du/ac listed for these classifications, and the development of housing seems far off given the distance to employment, shopping, and current housing, the Project is proposing an amendment to update this designation to Green Energy Production ("GEP"). Located in a remote area in Pinal County, the amendment will not conflict with other nearby proposed developments or sensitive land uses. Additionally, GEP utilized for a renewable energy project would not have significant impacts to surrounding land uses.

Consistency with the Mixed Use Activity Center Concept

The project land uses:

☐ Meet the Mixed Use Activity Center requirements

☑ Are not shown within a Mixed Use Activity Center

If shown within a Mixed Use Activity Center, explain how it meets the planning guidelines outlined in the Land Use element.

This Project is 6-14 miles, depending on the direction, from targeted future Mixed Use Activity Centers.

The land use proposal includes a Mixed Use project, not shown in a Mixed Use Activity Center; explain how it meets the planning guidelines and intent of the Plan.

N/A

Consistency with the Planning Guidelines described in the Land Use element

The project land uses:

☐ Are consistent with the applicable Planning Guidelines described in the Land Use element

The Land Use element does not include Planning Guidelines for the GEP land use classification; however, Agricultural Guidelines state "Solar and wind energy production and other renewable energy production are compatible with the farming heritage."

The Project would be a passive, low-intensity use, the MCPA would be consistent with surrounding land uses which include agriculture, transmission lines, and state land for grazing.

Quality Employment Opportunities County-wide

The Comprehensive Plan stresses the importance of increasing the number of opportunities to locate quality jobs County-wide in order to increase the jobs-to-population ratio.

The proposal:

☑ Is consistent with the Economic Development element

☐ Includes additional information about how the development addresses the Economic Development Vision embodied in the Comprehensive Plan.

Please explain:

The Project will provide significant increased tax revenue to the county, an estimated 400+ well-paying construction jobs for 12-18 months, and several permanent jobs over the lifetime of the Project.

Viable Agriculture, Equestrian and Rural Lifestyle

Historically, agriculture has played an important role in Pinal County's economy and lifestyle. Encouraging the continuation of viable agriculture and protecting it is an important component of the Plan. Additionally, supporting an equestrian and rural lifestyle has a place in Pinal County as it continues to urbanize.

The proposal:

☑ Clusters development to protect open space and agriculture

☑ Includes additional information about how the development addresses Viable Agriculture, Equestrian, and Rural Lifestyle.

Please explain:

The Project's site plan will be designed to cluster development of solar panels and facility components to protect surrounding open space and land use. The Project will redevelop active agricultural land to reduce the impact on water allocation in Pinal County. Additionally, once decommissioned, the Project will return to its previous condition, and could be used as open space or agricultural land uses in the future. The Applicant will prepare a decommissioning plan as part of the PAD and Zone Change process.

System of Connected Trails and Preservation of Open Space

Pinal County is committed to the preservation of large swaths of open space and the development of a connected system of trails. This applies to <u>all</u> projects/proposals/actions.

The proposal:

☑ Is consistent with *Pinal County Trails and Open Space Master Plan* and Comprehensive Plan Open Space and Places Chapter

☐ Includes additional information about how the development addresses the open space Vision and goals

Please explain:

According to Pinal County's Open Space and Trails Master Plan and Map, the Project is not located within any current or proposed open spaces or trails. There are no existing trails, parks, or other recreational facilities within the Project. The closest proposed multi-use trail corridors to the Project are to the north near Eloy and to the south just above the Ironwood National Monument lands, each over 10 miles away.

Natural and Cultural Resource Conservation

The Comprehensive Plan strives to protect natural/cultural resources, wildlife corridors and environmentally-sensitive areas such as mountains and foothills, major washes, and vistas. These areas are predominantly undeveloped and contain sensitive resources or natural hazard areas.

The proposal:

☑ Address environmentally sensitive areas it may impact.

☐ Includes additional information about how the development addresses the natural and cultural resource conservation.

Please explain:

By using previously farmed flat land, the Project avoids any development in sensitive mountains, foothills, and wash areas. The Applicant has completed desktop biological studies of the land and is completing field studies to confirm there will be no significant wildlife disturbance. Additionally, the Project will avoid, minimize, and mitigate impacts to natural and cultural resources in accordance with applicable laws, regulations, and permit conditions.

Water Resources, Public Facilities/Services, and Infrastructure Support

All developments must bring adequate water resources and the necessary infrastructure to support the intensity of development in order to minimize the impact on the County's ability to provide public services. All development and growth, public and private, must acknowledge its impacts and pay its own way.

The proposal:

☑ Ensures that adequate public facilities are in place or planned for within a reasonable time of the start of the new development

Please explain:

The Project will develop the gen-tie transmission line through ongoing engineering design to connect to existing infrastructure or construct new infrastructure, as needed, to avoid any impact to public services. During construction, water would be trucked to the site, as a minimal amount is estimated to be needed. Any road improvements or construction would be developed and coordinated with Pinal County staff. The Applicant will obtain the appropriate Fire District's approval of the water plans prior to County approval.

APPENDIX B: LANDOWNER LETTERS OF SUPPORT

May 26, 2024

To whom it may concern,

I own 212 acres in Eloy (408-12-002 and 408-12-003) that is part of the future Cactus Flower Solar Farm. I have owned the property for about 20 years, and it has been leased to farmers to grow agricultural crops. However, in the past few years, the water supply to raise crops on this property has been cut in half. This has resulted in the farmers only growing half the crops they used to.

This water shortage is not just on my property, but the entire Central Arizona Irrigation and Drainage District area. Converting this property to a solar farm allows the water rights to be transferred to other farmers in the area allowing them to increase the amount of crops they grow. Solar farms will be a benefit to the Central Arizona area where some of the finest cotton in the world is raised.

I have also watched with anticipation when the I-11 freeway was announced about 10 years ago. The progress has been slow as there are many decisions to be made, government regulation to comply with, and interested parties to appease. Various routes for the freeway have been proposed, but as far as I know, no decision has been made for the exact location of the freeway west of I-10. It will be more than a decade before we see any construction begin on I-11 between Casa Grande and Nogales.

The area where Cactus Flower is developing the solar farm is so far west of I-10, that even after the freeway is constructed, it will still be many years before any residential or commercial construction would begin.

Without question, the best use of my property for the next 20 years is the development of a solar farm to provide clean electricity, and assist farmers by sharing the water resources to grow more crops than they are currently able to.

Sincerely,

Michael Toone

Michael Toone

Brian Blevins
5685 S. Topaz Place
Chandler, AZ 85249

Pinal County Planning Division
85 N Florence Street, First Floor
Florence, Arizona 85132

June 5, 2024

Dear Pinal County Planning Division:

My name is Brian Blevins, and my family owns Curtis 1035 LLC here in Pinal County. We have a contract with Cypress Creek Renewables for the site control and eventual purchase of five of our parcels in Pinal County - 631 acres - for the development of Cactus Flower Solar and Storage. We strongly support the request for the land use classification change from Very Low and Moderate Low Density Residential to Green Energy Production so that the development of this facility can move forward.

The reality of farming in Pinal County is that it has been very challenging lately. We have lost all of the Central Arizona Project water, so are left with groundwater supplied through the District. This is half of what was supplied to us just a few years ago and has resulted in half the crop output. I have been farming all my life, but my family simply can no longer rely on farming as a viable income stream going forward.

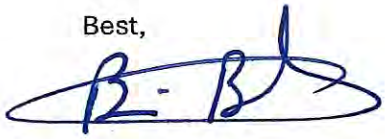
Aside from the fact that selling my land to Cypress Creek for the development of Cactus Flower makes sense financially, it could also help agricultural production in the area. My water allotment could be redistributed to other farmers that could then have greater crop output with the increased water supply.

Lastly, the I-11 corridor should not be a consideration in this rezone request. My understanding is that ADOT's current map of the corridor shows the entire 2,000-foot range, of which only 400 feet will be selected for the corridor. Seeing that funding has not yet been secured, the development timeline is still entirely unknown, and the exact location of the 400-foot I-11 corridor is still undecided, preventing development in the meantime seems illogical and would prevent the County from seeing the economic benefits that occur from projects such as Cactus Flower.

This is my private property, and with respect hope that my decision to sell my land to Cypress Creek Renewables for the Cactus Flower site holds some weight when considering this land use reclassification request. Cactus Flower would bring substantial property tax revenue, jobs, and a ripple effect of economic activity in the wider City of Eloy area. It could help boost agricultural production for other farmers by increasing the water availability for them.

Thank you for considering this letter of support in your review of the land use reclassification application for Cactus Flower.

Best,



Brian Blevins

David Stambaugh
27830 S Eleven Mile Corner Rd
Eloy, Arizona 85131

Pinal County Planning Division
85 N Florence Street, First Floor
Florence, Arizona 85132

June 3, 2024

Dear Pinal County Planning Division:

Thank you for considering this letter in your review of the Cactus Flower Solar and Battery land use reclassification application.

My family has a long history of farming in Pinal County. I grew up in Mammoth and have been farming my entire adult life, but times have been hard in recent years. Crop output has significantly declined mainly due to having lost access to the Central Arizona Project's water, which left us with groundwater from the District and about half the water supply that we used to receive. This is a direct hit to income generated from our farming. As such, we have had to reevaluate what to do with our property.

So when Cypress Creek Renewables approached us for purchasing our land- one parcel, about 216 acres- for use of a solar and battery site, it seemed like an obvious win for all parties involved. We would no longer be faced with the difficult reality of our farmland no longer being viable, the County would see substantial property tax revenue from the solar farm- from what we understand would be tens of millions of dollars throughout the life of the project, construction jobs would be created, and my property's water credits could be distributed to other agricultural productions so that their yields could be higher.

The theoretical plan for the I-11 corridor is just that at this point- theoretical. The approximately 400-foot corridor needed for the interstate is in no way set in stone. Should funding for this project occur in the future and plans for it actually move forward, there would be significant time to figure out an alternate route. Preventing Cactus Flower from moving forward because of a potential future project with an unknown timeline, and other development (is the County planning to prevent any and all development from occurring in this corridor?)- when I am confident that ADOT could find another 400-foot corridor route if it comes to it- seems to me like that County would be stalling economic development in a region that could really benefit from it.

I respectfully ask that the County respect my private property rights and support my decision to sell my land to Cypress Creek Renewables for the Cactus Flower project. I ask that this letter of support be considered as part of the review process for the land use classification change from Very Low and Moderate Low Density Residential to Green Energy Production so that development on the Cactus Flower project can move forward.

Thank you for your time and consideration,

David Stambaugh

APPENDIX C: PUBLIC PARTICIPATION REPORT

Public Participation Report | Cactus Flower Solar, LLC

Cactus Flower Solar, LLC ("Project" and "Applicant") is a proposed 270 MWac solar and 270 MW battery energy storage project located on 2,148.94 acres of flat, active agriculture land in unincorporated Pinal County, Arizona, approximately eight miles south of the City of Eloy. The roughly 2,000 acres are composed of 10 privately owned parcels that are currently zoned for Very Low Density Residential and Moderate Low Density Residential under the Comprehensive plan. This Public Participation Report ("Report") is required by Pinal County Development Code as part of the Comprehensive Plan Formal Application for Cactus Flower Solar, LLC, where the Applicant is requesting a change in land use classification to Green Energy Production (GEP) for these 10 parcels.

Required prior to any public hearing for this change in land use classification request is to conduct and hold at least one neighborhood/community meeting at a specific date and time to allow stakeholders in the vicinity of the Project to be informed of the proposed land use change and provide an opportunity for questions and comments. Notice of said community meeting must be sent to the head of any homeowners' or community associations located nearest the property proposed for rezoning, as well as to all real property owners within 1,200 feet of the proposed area for rezoning. The Applicant went beyond the minimum 1,200 requirement and sent notices to property owners within 1,500 feet of vicinity to ensure that any properties on the fringe received notice as well.

As such, the Applicant held a community meeting ("Meeting") for the Project at the Toltec Community Center in the City of Eloy on Tuesday, May 14, 2024, from 5:30pm – 7:30pm. Twenty-one landowners and stakeholders, primarily businesses, LLCs and administrations were identified as being within the previously specified designations. Notices were mailed to these 21 stakeholders that included information on the Applicant, plans for the proposed land use change, the date, time and location of the Meeting, and Applicant contact information. One member of the public attended the Meeting. The attendee asked general questions about the Project, including development timeline and location, and expressed his general support of solar in Pinal County.

More generally, the Applicant has been active in the community since November 2022. They are a member of the Pinal Partnership, Eloy Chamber of Commerce, Pinal Alliance, Greater Florence Chamber of Commerce; and the Director of External Affairs is President of Central Arizona College Foundation and serves on the Board of Directors for the Eloy Chamber of Commerce and Pinal Alliance. The Applicant has donated thousands of dollars in local sponsorships, including Paladin Sports, Central Arizona College, Eloy Chamber of Commerce, Pinal Partnership, and is in active communication with the Eloy Chamber of Commerce about future community investment opportunities. Recently, three graduating high school seniors in the County were awarded scholarships through the Applicants' Energizing Tomorrow's Leaders Scholarship program. Along with consistent in-person outreach to members of the public and the general business community, the Applicant has met with the City of Eloy to keep them informed of the Project and to take note of any comments or questions. They plan to continue outreach to the public, local businesses, the fire department and the City of Eloy throughout the development process and beyond.

Attachments to this Report include:

1. Notice – *Invitation to Community Meeting for Cactus Flower, LLC*
2. Landowners and Stakeholders List – *Contacts within 1,500 feet of proposed area for rezoning who were mailed notices of Community Meeting*
3. Fact Sheet – *Provided copies at Community Meeting*
4. Poster Files – *On display at Community Meeting*
5. Sign-up Sheet – *Provided at Community Meeting; attendee information redacted*
6. Responses from Public – *One email received from the Western Area Power Administration (WAPA); response from Applicant*

Note that Sections J and K of the Public Participation Report regulations will be included as designated activities have occurred. The Applicant can only report on sections 1 – 6 of the Public Participation Report to date.

April 30, 2024

Invitation to learn about the proposed Cactus Flower Solar Project

Dear Interested Party:

We invite you to join us for an in-person neighborhood meeting to meet our team, provide input, and learn more about our company and the proposed Cactus Flower Solar project (the project).

Cactus Flower Solar, LLC (Applicant) proposes to construct, operate, and maintain a 350-megawatt (MW) direct current/270-MW alternating current solar generation and 270-MW energy storage project on approximately 2,145 acres of private land in unincorporated south Pinal County, Arizona. The project in unincorporated Pinal County is outlined in Figures 1a and 1b (see attachment). The project includes a photovoltaic solar array, battery energy storage system, project substation, and a 230-kilovolt (kV) generation intertie transmission line, as well as minor components needed to support the major components of the project.

The Applicant has applied for a pre-application meeting for a major comprehensive plan amendment (MCPA) from the Pinal County Planning Department to request a comprehensive plan amendment from the current comprehensive plan land use designations in the project (very low and moderate low density residential) to the green energy production land use designation. The green energy production land use designation would allow for the project's proposed use. The Applicant intends to submit a formal MCPA application in the 2024 calendar year. Should the MCPA application be approved, the Applicant intends to request a zone change and associated planned area development for the project.

Please join us for the neighborhood meeting. Details are listed below.

Neighborhood meeting

- **Date**: Tuesday, May 14, 2024
- **Time**: 5:30–7:30 p.m.
- **Location**: Toltec Community Center—3650 W. Shedd Road, Eloy, Arizona 85131

Participants are encouraged to view the project information, ask questions, and provide written comments.

Should you wish to provide comments or learn more about the Project, please send your questions and/or comments via email to stacy.gramazio@ccrenew.com or call (480) 879-3115. Written comments or questions may also be mailed to Stacy Gramazio, Cactus Flower Solar, LLC, 5310 S. Alston Avenue, Building 300, Durham, North Carolina 27713.

Sincerely,

Stacy Gramazio
Cactus Flower Solar, LLC

Attachments: Project site map

Figure 1a. Proposed project site (highlighted in green)

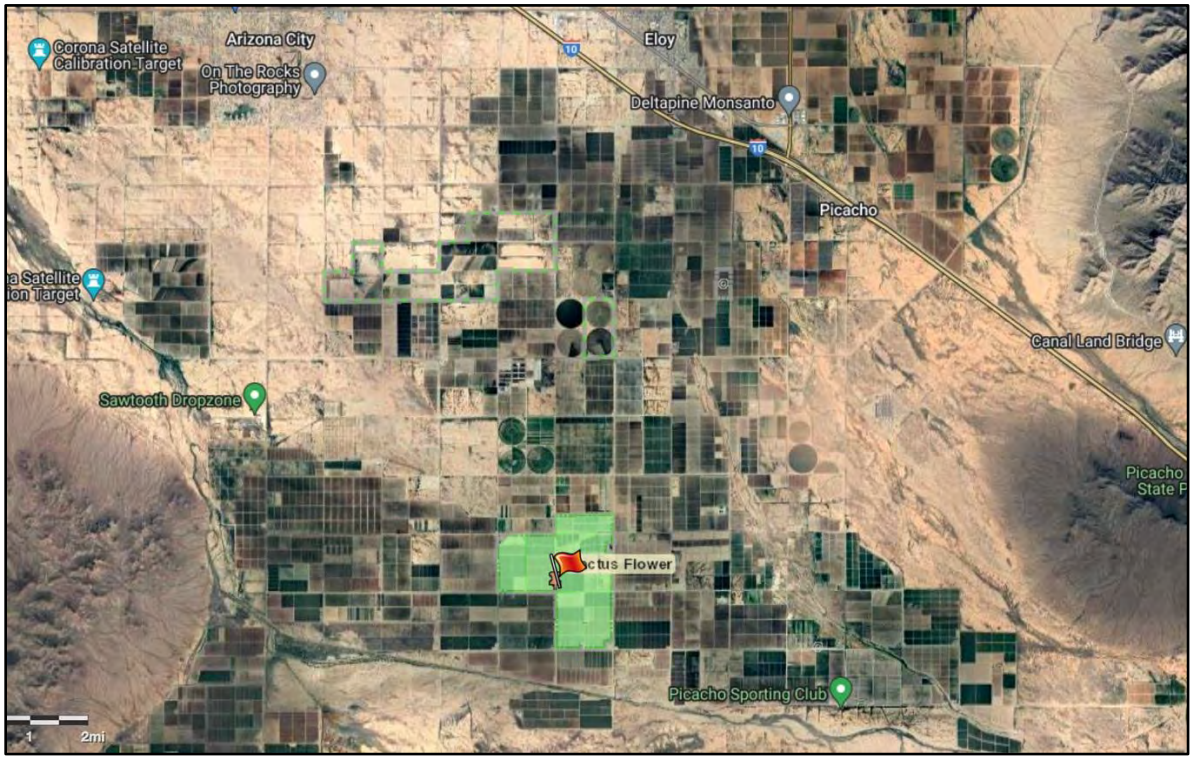
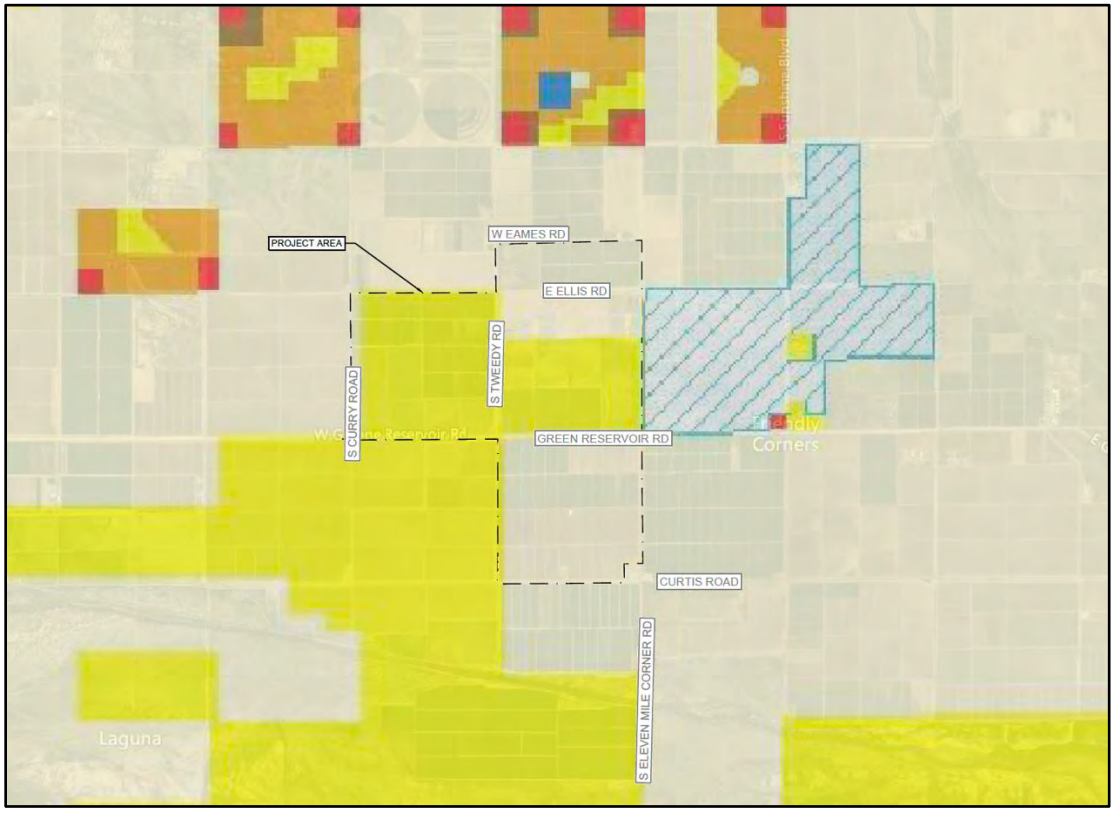


Figure 1b. Proposed project site (outlined in black dashes)



Landowners within 1,500 feet of the Project

Parcel ID	Landowner - First Line	Landowner - Second Line	Address	City	State	Zip
408170020	TRICO ELECTRIC CORP		PO BOX 930	MARANA	AZ	85653
40817001A	VALENTIC WILLIAM		PO BOX 2966	CHANDLER	AZ	85244
40811024D	Western Area Power Administration		12155 WEST ALAMEDA PARKWAY	LAKEWOOD	CO	80228
40811025C, 40811025B, 40811024A, 40811025D	CURTIS 1035 LLC		24953 S 206TH PL	QUEEN CREEK	AZ	85142
40811026A, 40811027B, 40811026B, 40816001A	LOCOMOTIVE FARMS LLC		2100 MCKINNEY AVE STE 1500	DALLAS	TX	75201
40811024C	CURTIS 1035 LLC		PO BOX 1969	QUEEN CREEK	AZ	85142
408150020, 408110230	GORDITA L P	C/O ANIMAL NUTRITION SYSTEMS	571 N 54TH ST	CHANDLER	AZ	85226
408150010	STAMBAUGH FARMS LLC		27830 S 11 MILE CORNER RD	ELOY	AZ	85131
411320120	WALKER PLOW LTD PSHIP LLP		PO BOX 1652	HIGLEY	AZ	85236
408120020, 408120030	TOONE FAMILY LTD PSHIP #3		817 N YORK CIR	MESA	AZ	85213
40811012A, 40811012B	BARNES HARVESTING LLC		3095 S TREKELL RD	CASA GRANDE	AZ	85193
408130030	JOHN M FOSTER TURF OF ARIZONA LLC		PO BOX 4563	PALM DESERT	CA	92261
408130010, 408130020, 408120010, 411320110	WALKER PLOW LTD PSHIP LLP		PO BOX 1652	HIGLEY	AZ	85236
41135001C	CENTRAL ARIZONA IRRIGATION & DRAINAGE DISTRICT		231 S SUNSHINE BLVD	ELOY	AZ	85131
41135001D	DONLEY JOHN PATRICK & MELINDA REV TRUST		10475 W QUARTZ DR	CASA GRANDE	AZ	85193
40816001G	BROWN EDDIE RYAN & KATILYN		36556 N NIGHT ST	SAN TAN VALLEY	AZ	85140
		Other Stakeholders				
	Arizona State Land Department		1110 W Washington St	Phoenix	AZ	85007
	City of Eloy Community Development	Attn: Dan Symer, Community Development Direct	595 C St Suite 102	Eloy	AZ	85131
	Pinal County Community Development Director	Attn: Brent Billingsley, Director	P.O. Box 749	Florence	AZ	85132
	Pinal County Board of Supervisors	Attn: Jeffrey McClure, District 4 Supervisor	135 N Pinal Street	Florence	AZ	85132
	Pinal County Board of Supervisors	Attn: Stephen Miller, District 3 Supervisor	820 E Cottonwood Lane, Building A	Casa Grande	AZ	85122

CYPRESS CREEK RENEWABLES

Cactus Flower Solar

Local Benefits for Pinal County and Eloy, AZ



^ A 208MW site with a 40MW BESS developed by Cypress Creek

Located in **Pinal County, AZ** approximately 9 miles south of Eloy

270MW Solar + 270MW BESS (Battery Energy Storage System)

46,000 single-family homes powered annually

400+ solar jobs during construction

Community & Environmental Benefits:

- Cactus Flower Solar will use minimal amounts of water and have zero carbon emissions during operation while still creating significant economic benefits for the area.
- The current landscape will be preserved through minimal grading, and the site could be returned to farming after decommissioning, if desired by landowners.
- Cypress Creek strives to create a positive impact in the communities where we develop and operate through scholarships, sponsorships, and workforce development initiatives. To date, Cypress Creek has contributed thousands of dollars toward Pinal County nonprofits and students, and we expect our involvement in the community to grow as the project advances.
- The project will create low-growing native plant vegetation communities, compatible with Sonoran Desert species, providing a potential habitat and food source for wildlife.

Positive Economic Impact:

- The project will generate millions in local property tax revenue over its lifespan for Pinal County, AZ. Early tax estimates indicate a potential annual average payment of up to $2 million for lifetime revenue of $50 to $77 million (subject to final project size and construction cost).
- Cactus Flower Solar is expected to create more than 400 construction jobs, using local contractors where feasible, as well as additional permanent positions.
- Cactus Flower Solar will generate millions of dollars in new economic activity for the area providing increased activity for hotels, restaurants, and retail as well as contracting opportunities for local small businesses.

Questions, Comments, Inquiries?

Contact Stacy Gramazio |(480) 370-2615| stacy.gramazio@ccrenew.com

Contact Heather Wise |(406) 431-0686| heather.wise@ccrenew.com

For more information about Cypress Creek Renewables, please visit ccrenew.com

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Frequently Asked Questions

Why Solar?

Solar is a low-impact, domestic electricity source. Many companies moving to Arizona are demanding a percentage of their electricity comes from clean energy resources. Also, Arizona's growing population requires that utilities seek a more diverse energy portfolio.

Why was the location chosen?

The location chosen for Cactus Flower Solar offers ideal proximity to transmission infrastructure and availability of flat land. The site is part of unincorporated Pinal County approximately 9 miles south of the City of Eloy, which city officials have identified as ideal for solar development.

What is the permitting process?

Cactus Flower Solar has applied for a major comprehensive plan amendment through Pinal County. The process allows for ongoing local input and collaboration and will include a public hearing where residents can have their voices heard.

Is solar equipment safe for people and the environment?

Our solar equipment meets the highest national standards (ANSI and UL) and does not affect the atmosphere, soil, or groundwater. The Cactus Flower Solar facility will be remotely monitored 24/7, with local technicians to manage maintenance and emergency response. In addition, we will take great care to mitigate any impact to the environment. Third-party studies have been completed to understand the needs of local wildlife and plants, and the results have been incorporated into project micro-siting and comprehensive permitting applications.

Will property values be impacted?

Numerous property studies by appraisers throughout the nation have found that solar does not create a negative impact on surrounding property values.

Will Cactus Flower Solar benefit the community?

The project will require few government services while providing an important source of new tax revenue. Cactus Flower is estimated to create approximately 400 full-time jobs during construction and additional permanent positions.

Cypress Creek Renewables strives to support community initiatives such as scholarships and workforce development programs in the areas where it operates – and we intend to continue these efforts in Pinal County.

What happens at the end of the project's lifespan and who is responsible for decommissioning?

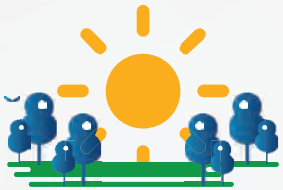
Once the project's lease has expired, Cypress Creek will remove all equipment and panels and will be responsible for any associated costs. All equipment, conduits, structures, and foundations will be removed to a depth of at least three feet below grade, fencing will be removed, and the land will be maintained and returned to its natural state. Our approach to project siting involves extensive screening to ensure we are leaving the smallest mark possible.

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Solar Project Development

CYPRESS CREEK RENEWABLES

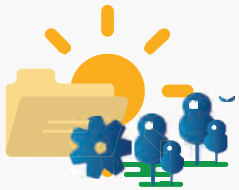
1



Signing Agreements with Landowners

- Work with landowners on lease or purchase agreements

2



Planning the Development

- Site Diligence
- Utility Agreements
- Surveying
- Engineering
- Zoning
- Environmental

3



Building the Project – "EPC"

E – Engineering

- Drawings (civil, electrical, structural)
- Permits

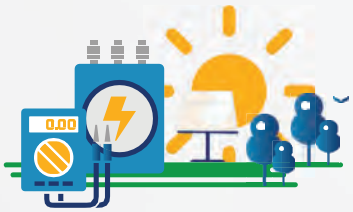
P – Procurement

- Purchase System Equipment
- Hire Contractors

C – Construction

- Ground Clearing & Grading
- Building Roads & Fencing
- Drive Posts
- Mount Racking & Modules
- Pour Concrete Pads for Inverters
- Mount Inverters
- Mechanical Completion

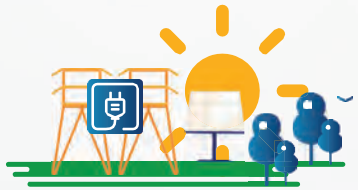
4



Commissioning the Site

- Electrical Current Inspection
- Utility Upgrade
- Electrical Testing
- Inverter Commissioning

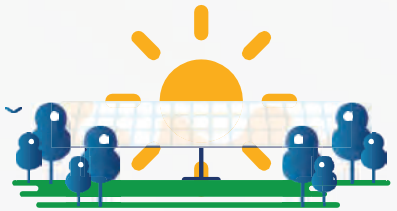
5



Energizing the Site

- Data Acquisition System (DAS) & Placed in Service (PIS)
- Performance Testing
- Substantial Completion

6

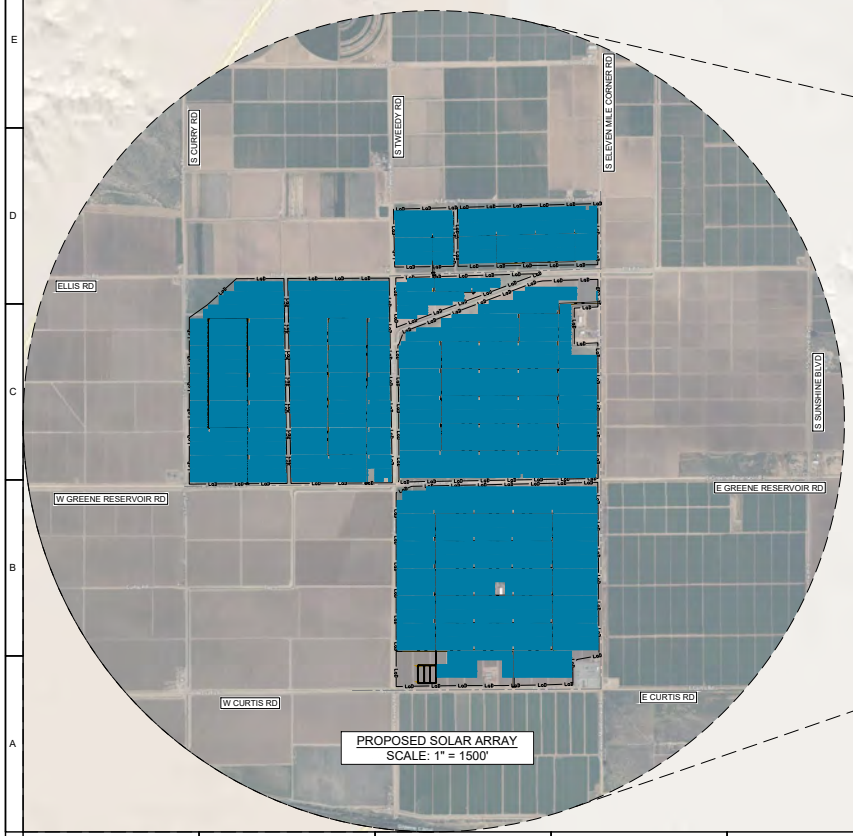


Finishing the Project

- Punch list closeout
- Construction crew exits site
- Re-seeding & landscaping finished

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CACTUS FLOWER SOLAR
PINAL COUNTY, AZ



PROPOSED SOLAR ARRAY
SCALE: 1" = 1500'

CYPRESS CREEK RENEWABLES
3402 PICO BOULEVARD - STE 215 - SANTA MONICA, CA 90405
5310 SOUTH ALSTON AVE. - BLDG. 300 - DURHAM, NC. 27713

PERMIT DRAWING - NOT RELEASED FOR CONSTRUCTION

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NO	DATE	REVISIONS DESCRIPTION

CACTUS FLOWER SOLAR, LLC
PINAL COUNTY, AZ

DATE:	5/9/2024
DRAWN BY:	DP
CHECKED BY:	--

PV LAYOUT

CO-101

Cactus Flower Solar, LLC
May 14, 2024
Community Meeting, Eloy, AZ

CYPRESS CREEK RENEWABLES

Name	Email	Phone	Address
[redacted]			

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From: Wilmington, Abigail (CONTR) <Wilmington@WAPA.GOV>
Sent: Wednesday, May 15, 2024 10:59 AM
To: Stacy Gramazio <stacy.gramazio@ccrenew.com>
Cc: Ortega, Natalie <NOrtega@WAPA.GOV>
Subject: Cactus Flower Solar Project

You don't often get email from wilmington@wapa.gov. Learn why this is important

CAUTION: *** STOP and VERIFY! *** This email originated from outside of Cypress Creek.
Before clicking any links, we strongly advise you to hover over them to review the URL and verify the sender's email address.
If you feel the email is suspicious in nature, please click the Report or Report Message button in the Outlook application.
Forwarding the suspicious email to: abuse@ccrenew.com will complete the same function as the button.
Wait for a reply indicating the safety of the reported email.

Dear Mrs. Gramazio:

Thank you for the notification letter regarding the Cactus Flower Solar Project.

Western Area Power Administration (WAPA) appreciates being kept updated on projects in the vicinity of WAPA's transmission lines. Please continue to keep WAPA updated on the project.

Thank you,

Abigail Wilmington | Environmental Project Manager *(she/her/hers)*
Civil Design & Engineering (CD&E) on contract to
Western Area Power Administration | Desert Southwest Region |Phoenix, AZ
(M) 480.790.3282 | wilmington@wapa.gov



APPENDIX D: LEGAL DESCRIPTION OF THE PROJECT

LEGAL DESCRIPTION
PARCEL 4
CURTIS 1035, LLC LAND

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

ALL OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THE SOUTH 693.00 FEET OF THE EAST 677.00 FEET THEREOF;

THE ABOVE ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 2" ALUM CAP MARKED "DICKSON LS 466", SAME BEING THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE SOUTH 00°27'01" EAST ALONG THE EAST LINE OF THE NORTHEAST CORNER OF SAID SECTION 25 A DISTANCE OF 2680.66 FEET TO A FOUND 5/8 INCH REBAR WITH ORANGE PLASTIC CAP 0.7 FEET BELOW GRADE, SAME BEING THE EAST ONE-QUARTER CORNER OF SAID SECTION 25;

THENCE SOUTH 00°27'04" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 1987.45 FEET TO A CALCULATED POINT;

THENCE LEAVING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 SOUTH 89°28'46" WEST A DISTANCE OF 677.00 FEET TO A CALCULATED POINT;

THENCE SOUTH 00°27'04" EAST A DISTANCE OF 693.00 FEET TO A CALCULATED POINT ON THE SOUTH LINE OF SAID SECTION 25;

THENCE SOUTH 89°28'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 4619.82 FEET TO A FOUND 1" IRON PIPE 0.8 FEET BELOW GRADE, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2013-096071 FILED 12/17/2013 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING THE SOUTHWEST CORNER OF SAID SECTION 25;

THENCE NORTH 00°00'05" WEST ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 5276.88 FEET TO A FOUND 1/2 INCH IRON PIPE 0.2 FEET BELOW GRADE, SAME BEING THE NORTHWEST CORNER OF SAID SECTION 25;

THENCE NORTH 88°33'32" EAST ALONG THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 5256.23 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED UNTO THE STATE OF ARIZONA IN THE PATENT OF SAID LAND.

CONTAINING 633.450 ACRES (27,593,062 SQ. FT.) OF LAND, MORE OR LESS.

APN: 408-11-025B, 408-11-025D, 408-11-024A, 408-11-024C, & 408-11-025C

BASIS OF BEARING: BEARINGS ARE BASED ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011). THE DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000161059603405

_____

TYLER G. TRUJILLO
PLS NO. 76803
SURVEYING AND MAPPING, LLC.

LEGAL DESCRIPTION
PARCEL 5
GORDITA, L.P. LAND

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

ALL OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THE ABOVE ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 3/4 INCH IRON PIPE 1.0 FEET BELOW GRADE, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2006-065248 FILED 05/05/2006 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2005-121310 FILED 09/14/2005 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE SOUTH 00°40’58” EAST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 5332.98 FEET TO A FOUND 1/2 INCH IRON PIPE 0.2 FEET BELOW GRADE, SAME BEING THE SOUTHEAST CORNER OF SAID SECTION 23;

THENCE SOUTH 89°36’58” WEST ALONG THE SOUTH LINE OF SAID SECTION 23 A DISTANCE OF 5331.55 FEET TO A FOUND 2 INCH IRON PIPE 0.2 FEET BELOW GRADE, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2013-096071 FILED 12/17/2013 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING THE SOUTHWEST CORNER OF SAID SECTION 23;

THENCE NORTH 00°24’58” WEST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 5348.66 FEET TO A FOUND 2 INCH IRON PIPE 1.0 FEET BELOW GRADE, SAME BEING THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE NORTH 89°47’11” EAST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 5306.76 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED UNTO THE STATE OF ARIZONA IN THE PATENT OF SAID LAND.

CONTAINING 652.164 ACRES (28,408,250 SQ. FT.) OF LAND, MORE OR LESS.

APN: 408-11-023

BASIS OF BEARING: BEARINGS ARE BASED ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011). THE DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000161059603405

_____
TYLER G. TRUJILLO
PLS NO. 76803
SURVEYING AND MAPPING, LLC.

LEGAL DESCRIPTION
PARCEL 6
GORDITA, L.P. LAND

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

ALL OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THE NORTH 1760 FEET THEREOF;

THE ABOVE ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 2 INCH ALUMINUM CAP MARKED “DICKSON LS 466” 0.3 FEET BELOW GRADE, SAME BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE SOUTH 88°33’32” WEST ALONG THE SOUTH LINE OF SAID SECTION 24 A DISTANCE OF 5256.23 FEET TO A FOUND 1/2 INCH IRON PIPE 0.2 FEET BELOW GRADE, SAME BEING THE SOUTHWEST CORNER OF SAID SECTION 24;

THENCE NORTH 00°40’58” WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 3572.75 FEET TO A CALCULATED POINT ON THE WEST LINE OF SAID SECTION 24;

THENCE NORTH 88°24’33” EAST A DISTANCE OF 5297.56 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID SECTION 24;

THENCE SOUTH 00°01’33” EAST ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 3587.37 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL MINERALS, ORES, METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZER, FOSSILS AND OTHER LIKE SUBSTANCES IN, OR UNDER, SAID LAND, AS RESERVED UNTO THE STATE OF ARIZONA, AS SET FORTH IN THE PATENT TO SAID LAND.

CONTAINING 433.595 ACRES (18,887,378 SQ. FT.) OF LAND, MORE OR LESS.

APN: 408-15-002

BASIS OF BEARING: BEARINGS ARE BASED ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011). THE DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000161059603405

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TYLER G. TRUJILLO
PLS NO. 76803
SURVEYING AND MAPPING, LLC.

LEGAL DESCRIPTION
PARCEL 7
TOONE FAMILY LIMITED PARTNERSHIP #3 LAND

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

THE SOUTH 1760 FEET OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THE ABOVE ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 3/4 INCH IRON PIPE 1.0 FEET BELOW GRADE, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2005-121310 FILED 09/14/2005 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING REFERENCED ON RECORD OF SUREY FEE NO. 2006-065248 FILED 05/05/2006, SAME BEING THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE NORTH 00°41’11” WEST ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 1760.22 FEET TO A CALCULATED POINT ON THE WEST LINE OF SAID SECTION 13;

THENCE LEAVING THE WEST LINE OF SAID SECTION 13 NORTH 88°24’34” EAST A DISTANCE OF 5338.75 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID SECTION 13;

THENCE SOUTH 00°00’10” EAST ALONG OF THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 1760.68 FEET TO A CALCULATED POINT, SAME BEING THE SOUTHEAST CORNER OF SAID SECTION 13;

THENCE SOUTH 88°24’34” WEST ALONG THE SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 5317.75 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES, AND METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZER, FOSSILS AND OTHER SUBSTANCES AS RESERVED TO THE STATE OF ARIZONA, AS SET FORTH IN THE PATENT TO SAID LAND.

CONTAINING 215.283 ACRES (9,377,724 SQ. FT.) OF LAND, MORE OR LESS.

APN: 408-12-002 AND 408-12-003

BASIS OF BEARING: BEARINGS ARE BASED ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011). THE DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000161059603405

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TYLER G. TRUJILLO
PLS NO. 76803
SURVEYING AND MAPPING, LLC.

LEGAL DESCRIPTION
PARCEL 8
STAMBAUGH FARMS, LLC LAND

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

THE NORTH 1760 FEET OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THE ABOVE ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 3/4 INCH IRON PIPE 1.0 FEET BELOW GRADE, SAME BEING REFERENCED ON RECORD OF SURVEY FEE NO. 2005-121310 FILED 09/14/2005 OFFICIAL RECORDS OF PINAL COUNTY RECORDER, SAME BEING REFERENCED ON RECORD OF SUREY FEE NO. 2006-065248 FILED 05/05/2006, SAME BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE NORTH 88°24’34” EAST ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 5317.75 FEET TO A CALCULATED POINT, SAME BEING THE NORTHEAST CORNER OF SAID SECTION 24;

THENCE SOUTH 00°01’33” EAST ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 1760.66 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID SECTION 24;

THENCE LEAVING THE EAST LINE OF SAID SECTION 24 SOUTH 88°24’33” WEST A DISTANCE OF 5297.56 FEET TO A CALCULATED POINT ON THE WEST LINE OF SAID SECTION 24;

THENCE NORTH 00°40’58” WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 1760.22 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL MINERALS, ORES, METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE SUBSTANCES AS RESERVED IN THE PATENT TO SAID LAND.

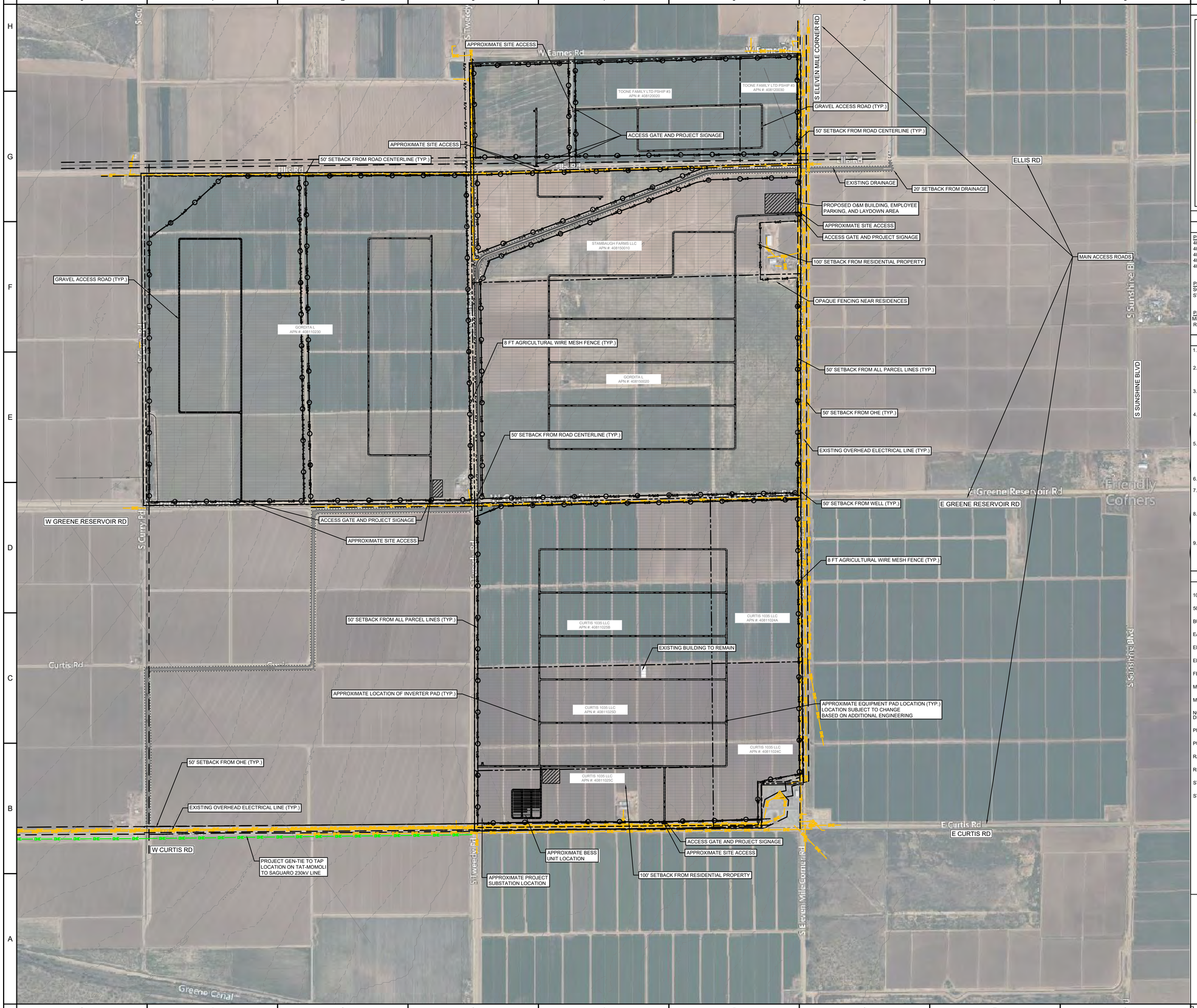
CONTAINING 214.451 ACRES (9,341,483 SQ. FT.) OF LAND, MORE OR LESS.

APN: 408-15-001

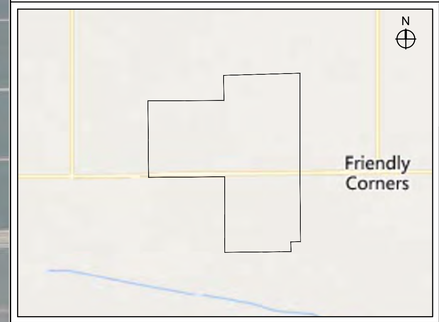
BASIS OF BEARING: BEARINGS ARE BASED ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011). THE DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000161059603405

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TYLER G. TRUJILLO
PLS NO. 76803
SURVEYING AND MAPPING, LLC.

FIGURE 1: SITE MAP – PROJECT PARCELS



VICINITY MAP



SCALE 1" = 5000'

SITE DATA

PIN #	PROPERTY OWNER	ACRES	CURRENT LAND USE
408120020; 408120030 408110230; 408150020 408150010; 408110250B 408110324A; 408110250D 40811025C; 40811024C	TOONE FAMILY LTD PSHIP #3 GORDITA L STAMBAUGH FARMS LLC CURTIS 1035 LLC	± 2148.94 AC	CROP LAND, FIELD CROPS, ROW CROPS (ALL SOIL CLASSES)

PROPOSED USE	PRELIMINARY DISTURBED AREA	PRELIMINARY SOLAR AREA	ZONING JURISDICTION
SOLAR ENERGY SYSTEM	± 1951.59AC	± 1885.57AC	PINAL COUNTY

PRELIMINARY ARE SUBJECT TO CHANGE

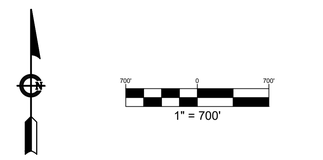
PARCEL LINE SETBACKS	REQUIRED
MIN. SETBACK	50FT
RESIDENTIAL SETBACK	100FT

GENERAL NOTES

1. THE PURPOSE OF THIS PLAN IS FOR REVIEW BY PINAL COUNTY, AZ TO CONSTRUCT A SOLAR ENERGY SYSTEM AS PART OF THE APPLICANT'S MAJOR COMPREHENSIVE PLAN AMENDMENT APPLICATION.
2. THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING USDA NRCS, TOPOGRAPHIC/BOUNDARY SURVEYS PERFORMED BY SAM, DATED 04/19/2024, AND ON-SITE WETLANDS DELINEATED PER THE TETRA TECH WETLANDS REPORT DATED 12/07/2023.
3. A PORTION OF THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 04021C2350E, DATED 12/4/2007) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
4. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS.
5. PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL. SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
6. ALL DIMENSIONS SHOWN ARE AT 90 DEGREES UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
8. CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDING(S) OR ADJACENT BUILDING(S) THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASES. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
9. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.

LEGEND

EXISTING CONDITIONS	PROPOSED CONDITIONS
100 YEAR FLOOD ZONE	EASEMENTS
500 YEAR FLOOD ZONE	EQUIPMENT PAD
BUILDING SETBACK	LIMIT OF DISTURBANCE
EASEMENTS	ELECTRICAL (OVERHEAD)
EDGE OF PAVEMENT	ELECTRICAL (UNDERGROUND)
ELECTRICAL (OVERHEAD)	PROJECT AREA
FENCE	SECURITY FENCE
MAJOR CONTOURS	SHADE BUFFER
MINOR CONTOURS	SITE ACCESS
NON-JURISDICTIONAL DITCH	VEGETATIVE BUFFER
PROPERTY LINES	
PUC (ORIGINAL AREA)	
RAILROAD	
RIGHT-OF-WAY	
STREET CENTERLINE	
STRUCTURES	



CYPRESS CREEK RENEWABLES
3402 PICO BOULEVARD :: STE 215 :: SANTA MONICA, CA 90405
5310 SOUTH ALSTON AVE. :: BLDG. 300 :: DURHAM, NC. 27713

SEAL

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CONSULTANT

NO.	DATE	REVISIONS DESCRIPTION

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JORGEABAR 7/25/2024 2:17 PM C:\ACTUS FLOWER - SITE\PLAN_ISSUE.DWG

PROJECT

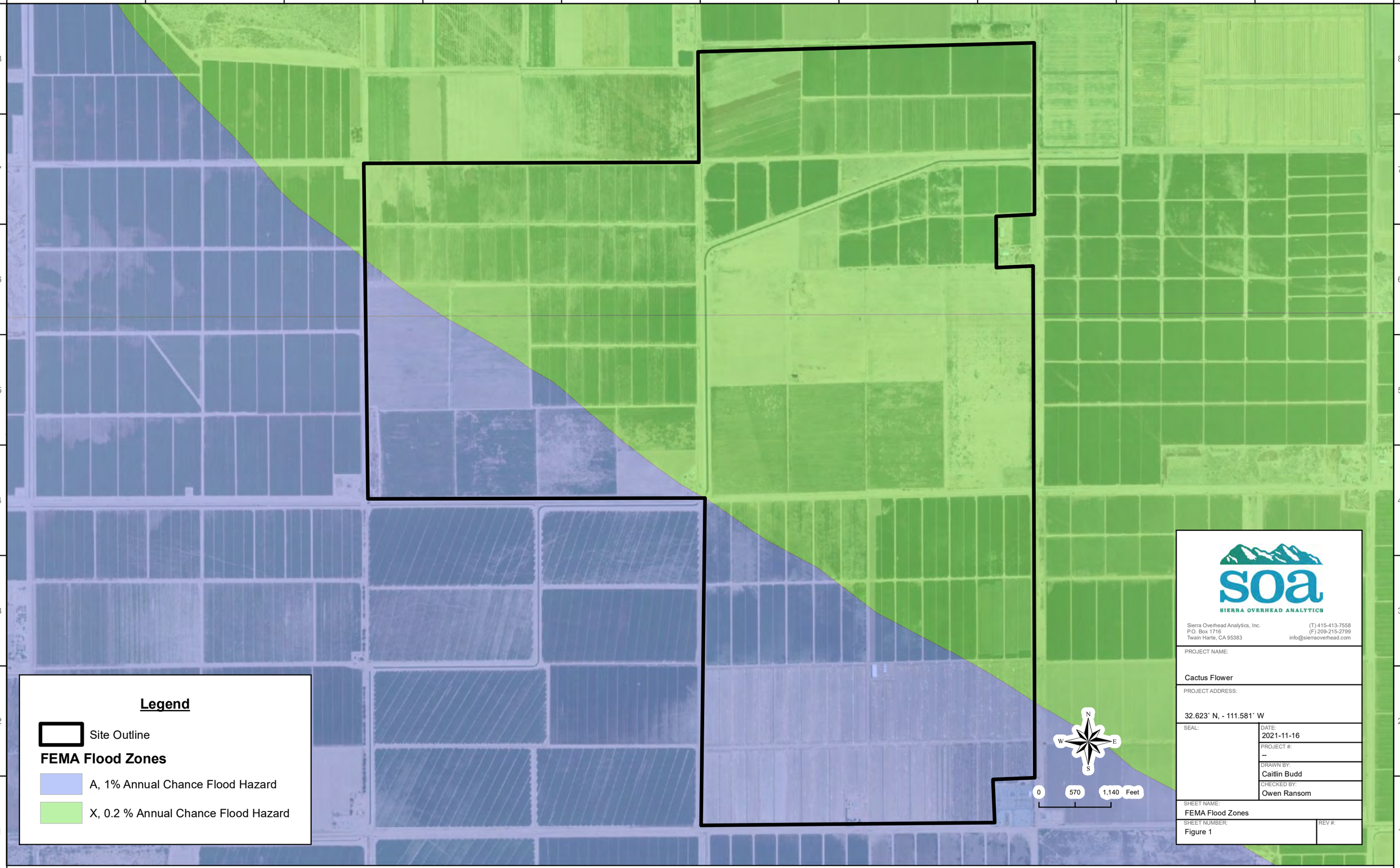
CACTUS FLOWER SOLAR, LLC
PINAL COUNTY, AZ

DATE:	7/25/2024
DRAWN BY:	DP
CHECKED BY:	--

PV LAYOUT

E-101

FIGURE 4: FEMA FLOOD ZONE MAP



soa
SIERRA OVERHEAD ANALYTICS
Sierra Overhead Analytics, Inc.
P.O. Box 1716
Twain Harte, CA 95383
(T) 415-413-7558
(F) 209-215-2799
info@sierraoverhead.com

PROJECT NAME:
Cactus Flower

PROJECT ADDRESS:
32.623° N, - 111.581° W

SEAL:

DATE: 2021-11-16

PROJECT #: --

DRAWN BY: Caitlin Budd

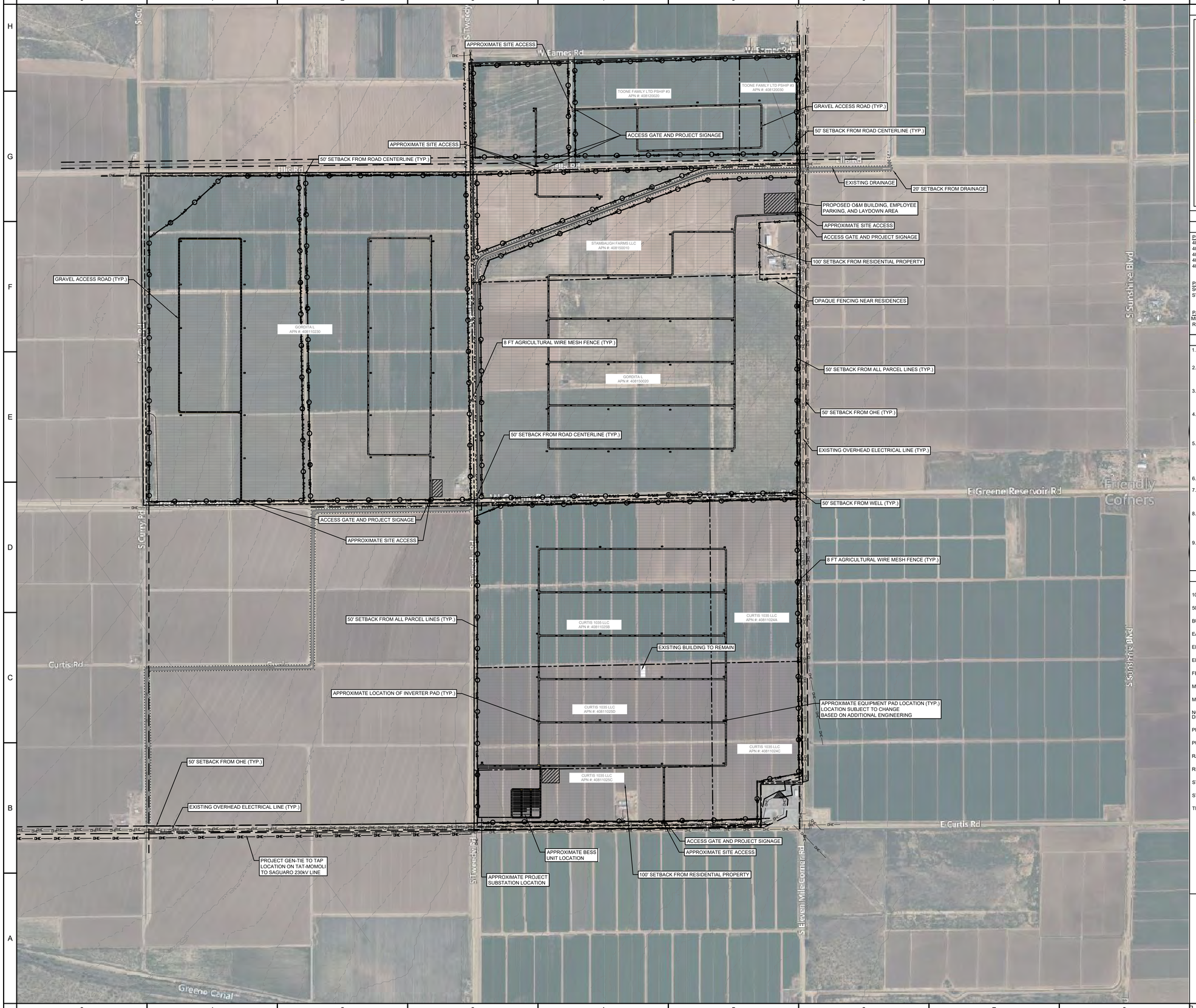
CHECKED BY: Owen Ransom

SHEET NAME: FEMA Flood Zones

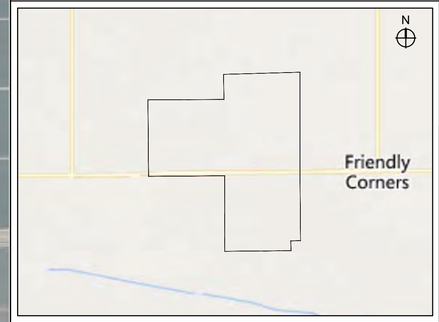
SHEET NUMBER: Figure 1

REV #:

Coordinate System: NAD 1983 StatePlane Arizona Central FIPS 0202 Feet Basemap Source: ESRI Land Ownership and PLSS Source: BLM SEZ Source: Argonne National Laboratory



VICINITY MAP



SCALE 1" = 5000'

SITE DATA

PIN #	PROPERTY OWNER	ACRES	CURRENT LAND USE
408120020; 408120030 408110230; 408150020 408150010; 408110258 408110240A; 408110250 408110250C; 40811024C	TOONE FAMILY LTD PSHIP #3 GORDITA L STAMBAUGH FARMS LLC CURTIS 1035 LLC	± 2144.95 AC	CROP LAND, FIELD CROPS, ROW CROPS (ALL SOIL CLASSES)

PROPOSED USE	PRELIMINARY DISTURBED AREA	PRELIMINARY SOLAR AREA	ZONING JURISDICTION
SOLAR ENERGY SYSTEM	± 1951.59AC	± 1885.57AC	PINAL COUNTY

PRELIMINARY ARE SUBJECT TO CHANGE

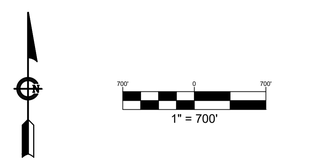
PARCEL LINE SETBACKS	REQUIRED
MIN. SETBACK	50FT
RESIDENTIAL SETBACK	100FT

GENERAL NOTES

1. THE PURPOSE OF THIS PLAN IS FOR REVIEW BY PINAL COUNTY, AZ TO CONSTRUCT A SOLAR ENERGY SYSTEM AS PART OF THE APPLICANT'S MAJOR COMPREHENSIVE PLAN AMENDMENT APPLICATION.
2. THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING USDA NRCS, TOPOGRAPHIC/BOUNDARY SURVEYS PERFORMED BY SAM, DATED 04/19/2024, AND ON-SITE WETLANDS DELINEATED PER THE TETRA TECH WETLANDS REPORT DATED 12/07/2023.
3. A PORTION OF THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 04021C2350E, DATED 12/4/2007) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
4. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS.
5. PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL. SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
6. ALL DIMENSIONS SHOWN ARE AT 90 DEGREES UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
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9. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.

LEGEND

EXISTING CONDITIONS	PROPOSED CONDITIONS
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500 YEAR FLOOD ZONE	EQUIPMENT PAD
BUILDING SETBACK	LIMIT OF DISTURBANCE
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EDGE OF PAVEMENT	ELECTRICAL (UNDERGROUND)
ELECTRICAL (OVERHEAD)	PROJECT AREA
FENCE	SECURITY FENCE
MAJOR CONTOURS	SHADE BUFFER
MINOR CONTOURS	SITE ACCESS
NON-JURISDICTIONAL DITCH	TREELINE
PROPERTY LINES	VEGETATIVE BUFFER
PUC (ORIGINAL AREA)	
RAILROAD	
RIGHT-OF-WAY	
STREET CENTERLINE	
STRUCTURES	
TREELINE	



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SEAL

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CONSULTANT

NO.	DATE	REVISIONS DESCRIPTION

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DAVIDPRESSMAN 6/20/2024 2:23 PM CACTUS FLOWER_SITEPLAN_2024-05-28.DWG

PROJECT

CACTUS FLOWER SOLAR, LLC
PINAL COUNTY, AZ

DATE:	5/29/2024
DRAWN BY:	DP
CHECKED BY:	--

PV LAYOUT

E-101

ALTA / NSPS LAND TITLE SURVEY

SITUATED IN SECTIONS 13, 23, 24 & 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, ALL IN THE COUNTY OF PINAL, STATE OF ARIZONA

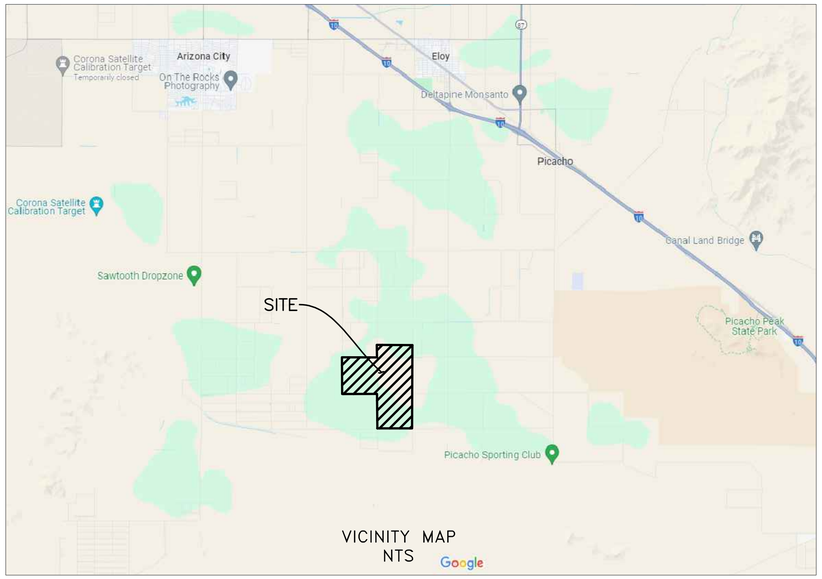


TABLE "A" TITLE NOTES

TABLE A ITEMS ADDRESSED IN THIS SURVEY

ITEM 1: MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. **(AS SHOWN)**

ITEM 2: ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. **(NO STREET ADDRESSES PROVIDED)**

ITEM 3: FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.
THE SUBJECT PROPERTY LIES WITHIN ZONE: **ZONE A AND X PER FEMA PANEL 04021C1975F, REVISED MAY 16, 2019 ZONE A & X PER FEMA PANEL 04021C2350E, EFFECTIVE DATE: DEC 4, 2007**

ITEM 4: GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT).
THE SURVEYED PARCEL CONTAINS A TOTAL OF **2,148.944 ACRES**, MORE OR LESS.

ITEM 5: VERTICAL RELIEF WITH THE SOURCE OF INFORMATION (E.G., GROUND SURVEY, AERIAL MAP), CONTOUR INTERVAL, DATUM, WITH ORIGINATING BENCHMARK, WHEN APPROPRIATE. **(COLLECTED 3-16-24, FIXED WING AERIAL LIDAR BASED ON GROUND CONTROL, SUPPLEMENTED WITH GROUND SURVEY CONTOUR INTERVAL IS 2 FOOT, NAVD 88 DATUM)**

ITEM 6: (A) IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(A LETTER WAS NOT PROVIDED TO THE SURVEYOR)**

(B) IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.**(A LETTER WAS NOT PROVIDED TO THE SURVEYOR)**

ITEM 7: (A) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. **(NO BUILDINGS ON PROPERTY)**

(B) SQUARE FOOTAGE OF:
(1) EXTERIOR FOOTPRINT OF ALL BUILDINGS AT GROUND LEVEL.
(2) OTHER AREAS AS SPECIFIED BY THE CLIENT.

(C) MEASURED HEIGHT OF ALL BUILDINGS ABOVE GRADE AT A LOCATION SPECIFIED BY THE CLIENT. IF NO LOCATION IS SPECIFIED, THE POINT OF MEASUREMENT SHALL BE IDENTIFIED.

ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). **(AS SHOWN)**

ITEM 9: NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. **(NO PARKING SPACES ON SUBJECT PROPERTY)**

ITEM 10: AS DESIGNATED BY THE CLIENT, A DETERMINATION OF THE RELATIONSHIP AND LOCATION OF CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES. **(NO PARTY WALLS ON SUBJECT PROPERTY)**

ITEM 11: EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY (IN ADDITION TO THE OBSERVED EVIDENCE OF UTILITIES REQUIRED PURSUANT TO SECTION 5.E.IV.) AS DETERMINED BY:

(A) PLANS AND/OR REPORTS PROVIDED BY CLIENT (WITH REFERENCE AS TO THE SOURCES OF INFORMATION)
(UTILITY LOCATE REQUEST SUBMITTED UNDER TICKET NUMBER 2024022100806)

COMPANY	CONTACT	PHONE NUMBER	EMAIL	RESPONSE	RECEIVED	UTILITIES IN AREA Y/N	TYPE	NOTES
CENTURYLINK	USIC DISPATCH CENTER	800-778-9140	NONE PROVIDED	YES	PDF	YES	UNDERGROUND; NONE SPECIFIED	MAPPED APPROX.
EL PASO NATURAL GAS	KELLEY_SIMS@CAIDD	520-663-4223	KELLEY_SIMS@KINDERMORGAN.COM	YES	PDF	NO	UNDERGROUND GAS	MAPPED APPROX.
ELECTRICAL DISTRICT NO. 4	RON WILHITE	520-466-7336	MELISSA@CAIDD.COM	YES	NO	YES	OVERHEAD ELECTRIC	WAITING ON REF. DOCS.
SOUTHWEST GAS-CASA GRANDE PINAL	STEPHANIE RODRIQUEZ	520-289-0481	STEPHANIE.RODRIGUEZ@ELMUTILITY.COM	YES	PDF	YES	UNDERGROUND GAS	MAPPED APPROX.
ZAYO GROUP, LLC	ZAYO LOCATE DESK	800-961-6500	ZAYO.RELO.ARIZONA@ZAYO.COM	YES	PNG	YES	UNDERGROUND; NONE SPECIFIED	UNABLE TO PLOT

TABLE "A" TITLE NOTES CONT.

(B) MARKINGS COORDINATED BY THE SURVEYOR PURSUANT TO A PRIVATE UTILITY LOCATE REQUEST.

NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM THE SOURCES CHECKED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.**(AS SHOWN)**

ITEM 12: AS SPECIFIED BY THE CLIENT, GOVERNMENTAL AGENCY SURVEY-RELATED REQUIREMENTS (E.G., HUD SURVEYS, SURVEYS FOR LEASES ON BUREAU OF LAND MANAGEMENT MANAGED LANDS). THE RELEVANT SURVEY REQUIREMENTS ARE TO BE PROVIDED BY THE CLIENT OR CLIENT'S DESIGNATED REPRESENTATIVE.**(NONE PROVIDED)**

ITEM 13: NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL."**(AS SHOWN)**

ITEM 14: AS SPECIFIED BY THE CLIENT, DISTANCE TO THE NEAREST INTERSECTING STREET.**(ROADS ARE SHOWN)**

ITEM 15: RECTIFIED ORTHOPHOTOGRAPHY, PHOTOGRAMMETRIC MAPPING, REMOTE SENSING, AIRBORNE/MOBILE LASER SCANNING AND OTHER SIMILAR PRODUCTS, TOOLS OR TECHNOLOGIES AS THE BASIS FOR SHOWING THE LOCATION OF CERTAIN FEATURES (EXCLUDING BOUNDARIES) WHERE GROUND MEASUREMENTS ARE NOT OTHERWISE NECESSARY TO LOCATE THOSE FEATURES TO AN APPROPRIATE AND ACCEPTABLE ACCURACY RELATIVE TO A NEARBY BOUNDARY. THE SURVEYOR MUST (A) DISCUSS THE RAMIFICATIONS OF SUCH METHODOLOGIES (E.G., THE POTENTIAL PRECISION AND COMPLETENESS OF THE DATA GATHERED THEREBY) WITH THE INSURER, LENDER, AND CLIENT PRIOR TO THE PERFORMANCE OF THE SURVEY, AND (B) PLACE A NOTE ON THE FACE OF THE SURVEY EXPLAINING THE SOURCE, DATE, PRECISION, AND OTHER RELEVANT QUALIFICATIONS OF ANY SUCH DATA. **(COLLECTED 3-16-24, FIXED WING AERIAL LIDAR BASED ON GROUND CONTROL, SUPPLEMENTED WITH GROUND SURVEY CONTOUR INTERVAL IS 1 FOOT, NAVD 88 DATUM, 7.5 CM FLIGHT, 60PPSM LIDAR, HORIZONTAL AND VERTICAL MAPPING ACCURACY OR BETTER, ROOT MEAN SQUARE METHOD)**

ITEM 16: EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. **(NONE OBSERVED)**

ITEM 17: PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. **(NO INFORMATION PROVIDED TO SURVEYOR OR OBSERVED)**

ITEM 18: PURSUANT TO SECTIONS 5 AND 6 (AND APPLICABLE SELECTED TABLE A ITEMS, EXCLUDING TABLE A ITEM 1), INCLUDE AS PART OF THE SURVEY ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR.
(NOT APPLICABLE)

ITEM 19: PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF $_____ TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST, BUT THIS ITEM SHALL NOT BE ADDRESSED ON THE FACE OF THE PLAT OR MAP.

NOTES

1. THIS SURVEY MEETS OR EXCEEDS THE RELATIVE ACCURACY STANDARDS AND FIELD TRAVERSE STANDARDS FOR SUBURBAN AND RURAL LAND BOUNDARY SURVEYS AS SET FORTH IN ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS, BEING 0.25 FEET, PLUS 100 PARTS PER MILLION AT 95% CONFIDENCE LEVEL AND A 1:5000 MINIMUM LINEAL CLOSURE.
2. BASIS OF BEARING: HORIZONTAL DATUM - BASED UPON THE ARIZONA STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83(2011), EPOCH DATE: 2010, INTERNATIONAL FEET. SAID BEARINGS ORIGINATED FROM SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION (NGS CORS) NETWORK. VERTICAL DATUM IS BASED ON NAVD88, GEOID 18. ALL DISTANCES HAVE BEEN SCALED TO GROUND (SCALE FACTOR = 1.000161059603405).
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYING AND MAPPING (SAM), LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY AND TITLE RECORD, SURVEYING AND MAPPING (SAM), LLC RELIED UPON A FILE NUMBER 22000370428, PREPARED BY STEWART TITLE GUARANTY COMPANY, DATED: OCTOBER 24, 2022.
4. THIS SURVEY DOES NOT CERTIFY TO SUBSURFACE FEATURES, IMPROVEMENTS, UTILITIES OR BURIED LINES OF ANY TYPE, LOCATION DEPICTED HEREON ARE DERIVED FROM FIELD SURVEY OF UTILITY FLAGGING / PAINT MARKING.
5. THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON MARCH 9, 2024.
6. THE ACCOMPANYING SURVEY WAS DONE THROUGH AERIAL SURVEY AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON ADJACENT LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON AND WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF ARIZONA.
7. THE TAX PARCEL NUMBER(S) ASSIGNED TO THE SURVEY PROPERTY DO NOT INCLUDE ANY LAND OTHER THAN THE SURVEYED PROPERTY.
8. THE LAND SURVEYED IS THE LAND DESCRIBED IN THE TITLE COMMITMENT LYING WITHIN SECTIONS 13, 23, 24, AND 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER MIERIDIAN, PINAL COUNTY, ARIZONA.
9. ALL PUBLIC ROADS, STREETS, AND HIGHWAYS SHOWN ARE COMPLETED AND DEDICATED PUBLIC STREETS HAVE BEEN ACCEPTED FOR PUBLIC MAINTENANCE.
10. THERE IS NOT OBSERVABLE EVIDENCE THAT THE SUBJECT PROPERTY WAS USED AS A SOLID WASTE DUMP OR SANITARY LANDFILL.
11. THE SURVEY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES, PARKING AREAS AND OTHER IMPROVEMENTS SITUATED ON THE SURVEYED PROPERTY.
12. EXCEPT AS SHOWN, THERE ARE NOT ANY VISIBLE OR RECORDED EASEMENTS OR RIGHT-OF-WAY ACROSS THE SURVEYED PROPERTY.
13. THERE ARE NO OTHER EASEMENTS OR RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS BEEN ADVISED.
14. THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS. VERTICAL ACCURACY DOES NOT EXCEED 10% OF THE ELEVATIONS TESTED NOT MORE THAN 1/2 THE CONTOUR INTERVAL.
15. SURVEYED PROPERTY HAS DIRECT ACCESS TO A DEDICATED PUBLIC RIGHT OF WAY.
16. THE SURVEYOR DID NOT OBSERVE ANY LANDFILLS, GRAVES/ BURIAL GROUNDS ON SITE.

PROPERTY DESCRIPTION

PARCEL NO. 1:
THE SOUTH 990.00 FEET OF THE WEST 3,821.056 FEET OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;
EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED UNTO THE STATE OF ARIZONA IN THE PATENT TO SAID LAND. APN: 408-11-025C

PARCEL NO. 2:
THE WEST 3,821.056 FEET OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THE SOUTH 990.00 FEET OF THE WEST 3821.056 FEET THEREOF; AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED UNTO THE STATE OF ARIZONA IN THE PATENT OF SAID LAND. APN: 408-11-025D

PARCEL NO. 3:
THE EAST 1,458.944 FEET OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA:

EXCEPT THE SOUTH 693.00 FEET OF THE EAST 677.00 FEET THEREOF; AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED UNTO THE STATE OF ARIZONA IN THE PATENT OF SAID LAND.

APN: 408-11-024A, 408-11-024C

PARCEL NO. 4:
ALL OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA; EXCEPT THE SOUTH

693 FEET OF THE EAST 677.00 FEET THEREOF; AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED UNTO THE STATE OF ARIZONA IN THE PATENT OF SAID LAND. APN: 408-11-025B

PARCEL NO 5:
ALL OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA; EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED UNTO THE STATE OF ARIZONA IN THE PATENT OF SAID LAND.
APN: 408-11-023

PARCEL NO. 6:
ALL OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA
EXCEPT THE NORTH 1760 FEET THEREOF; AND

EXCEPT ALL MINERALS, ORES, METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZER, FOSSILS AND OTHER SUBSTANCES IN, OR UNDER, SAID LAND, AS RESERVED UNTO THE STATE OF ARIZONA, AS SET FORTH IN THE PATENT TO SAID LAND.

APN: 408-15-002

PARCEL NO. 7:
THE SOUTH 1760 FEET OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES AND METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE SUBSTANCES, AS RESERVED TO THE STATE OF ARIZONA IN THE PATENT TO SAID LAND.

APN: 408-12-002 AND 408-12-003

PARCEL NO. 8:
THE NORTH 1760 FEET OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ALL MINERALS, ORES AND METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE SUBSTANCES AS RESERVED IN THE PATENT TO SAID LAND.

APN: 408-15-001

SURVEYOR'S CERTIFICATE

TO: CYPRESS CREEK RENEWABLES AND STEWART TITLE GUARANTY COMPANY

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER DIRECTION CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF COUNTY COMMISSIONERS IN 04-22

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 6B, 7A, 7B, 7C, 8, 9, 10, 11A, 11B, 12, 13, 14, 15, 16, 17, 18 AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MARCH 9, 2024.

TYLER TRUJILLO, PLS 76803
DATE: 02/20/2023
JOB NO. 1024086474

BASIS OF BEARING SYSTEM

SURVEY DATUM IS STATE PLANE, ARIZONA CENTRAL, NAD 83, INTERNATIONAL FOOT, SCALED TO GROUND DISTANCES

CYPRESS CREEK RENEWABLES

PROJECT: CYPRESS CREEK RENEWABLES
CACTUS FLOWER ALTA

JOB NUMBER: 1024086474
DATE: 04/19/2024
SURVEYOR: TYLER TRUJILLO
TECHNICIAN: TYLER HARPER
DRAWING: 86474 - CACTUS FLOWER - ALTA.DWG
TRACT ID:
PARTYCHIEF:
FIELDBOOKS:

ALTA / NSPS LAND TITLE SURVEY
SITUATED IN SECTIONS 13, 23, 24 & 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, ALL IN THE COUNTY OF PINAL, STATE OF ARIZONA

SHEET 1

NO.	DATE	BY	DESCRIPTION

SAM™
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Ofc: 801.601.4342
email: info@sam.biz

PATH:\\SAMINC\SLC\PROJECTS\1024086474\100\SURVEY\06PLATS\86474 - CACTUS FLOWER - ALTA.DWG

ALTA / NSPS LAND TITLE SURVEY

SITUATED IN SECTIONS 13, 23, 24 & 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN, ALL IN THE COUNTY OF PINAL, STATE OF ARIZONA

SCHEDULE B EXCEPTIONS

(ITEMS 1-22 ARE NOT SURVEY RELATED, NO DOCUMENTS PROVIDED TO SURVEYOR, AND NOT ADDRESSED ON THIS SURVEY.)

23 EASEMENT FOR TRANSMISSION LINE AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 19, PAGE 103.
PARCELS 1-4 **(AFFECTS PARCELS 1 AND 3, SHOWN ON SURVEY)**

24 EASEMENT FOR PIPE LINE, TELEPHONE LINE, TRANSMISSION LINE AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 22, PAGE 231.
PARCELS 1-4 **(DOES NOT AFFECT, NOT SHOWN)**

25 MATTERS SHOWN ON SURVEY RECORDED IN BOOK 15 OF SURVEYS, PAGE 55 AND AMENDMENT RECORDED IN BOOK 17 OFSURVEYS, PAGE 262.
PARCEL 7 **(AFFECTS PARCEL 7, REFERENCED ON CURRENT SURVEY)**

26 MATTERS SHOWN ON SURVEY RECORDED IN BOOK 17 OF SURVEYS, PAGE 263. PARCEL 8 **(AFFECTS PARCEL 8, REFERENCED ON CURRENT SURVEY)**

27 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED RESOLUTION BY THE BOARD OF SUPERVISORS OF PINAL COUNTY STATING THAT A ROADWAY IS ESTABLISHED, RECORDED FEBRUARY 21, 1964, BOOK 375, PAGE 572.
PARCEL 7 **(DOES NOT AFFECT, NOT SHOWN)**

28 EASEMENT FOR TELEPHONE AND TELEGRAPH LINES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED FEBRUARY 18, 1965, BOOK 409, PAGE 43.
PARCEL 7 **(AFFECTS PARCEL 7, SHOWN ON SURVEY)**

29 EASEMENT FOR TELEPHONE AND TELEGRAPH LINES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED FEBRUARY 18, 1965, BOOK 409, PAGE 47.
PARCEL 7 **(AFFECTS PARCEL 7, SHOWN ON SURVEY)**

30 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED MEMORANDUM OF UNDERSTANDING AND AGREEMENT, RECORDED APRIL 11, 1984, BOOK 1218, PAGE 250.
PARCELS 7 AND 8 **(AFFECTS PARCELS 6, 7, 8 BLANKET AREA, PLOTABLE WELLS SHOWN ON SURVEY)**

31 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED MEMORANDUM OF UNDERSTANDING AND AGREEMENT, RECORDED AUGUST 6, 1984, BOOK 1239, PAGE 373.
PARCEL 5 **(AFFECTS PARCELS 1-6, 8 BLANKET AREA, PLOTABLE WELLS SHOWN ON SURVEY)**

32 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED NOTICE OF EXERCISE OF RESERVED RIGHT-OF-WAY, RECORDED NOVEMBER 3, 1986, DOCKET 1397, PAGE 811 AND RE-RECORDED MARCH 24, 1987 IN DOCKET 1430, PAGE 651.
PARCELS 1-6 **(AFFECTS PARCEL 2, 4, 5, 6, SHOWN ON SURVEY)**

33 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED NOTICE OF EXERCISE OF RESERVED RIGHT OF WAY BY THE UNITED STATES OF AMERICA, RECORDED NOVEMBER 3, 1986, DOCKET 1397, PAGE 827 AND AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT OF WAY RECORDED IN DOCKET 1418, PAGE 372.
PARCEL 8 **(AFFECTS PARCEL 8, SHOWN ON SURVEY)**

34 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED NOTICE OF EXERCISE OF RESERVED RIGHT-OF-WAY, RECORDED NOVEMBER 3, 1986, DOCKET 1397, PAGE 839 AND RE-RECORDED NOVEMBER 18, 1986 IN DOCKET 1400, PAGE 932 AND RE-RECORDED MARCH 24, 1987 IN DOCKET 1430, PAGE 647.
PARCELS 1-6 **(AFFECTS PARCELS 2, 4, SHOWN ON SURVEY)**

35 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT-OF- WAY, RECORDED JULY 21, 1987, DOCKET 1458, PAGE 829.
PARCELS 1-6 **(AFFECTS PARCELS 2, 4, 5, 6 SHOWN ON SURVEY)**

36 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED NOTICE OF EXERCISE OF RESERVED RIGHT OF WAY TO PRIVATE INTEREST OR CORPORATION FOR OPEN CANAL, RECORDED SEPTEMBER 10, 1987, BOOK 1470, PAGE 857.
PARCELS 5, 6 AND 7 **(AFFECTS PARCEL 7, SHOWN ON SURVEY, AMBIGUOUS ACCESS EASEMENT LOCATION, NOT SHOWN)**

37 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED NOTICE OF EXERCISE OF RESERVED RIGHT OF WAY TO PRIVATE INTEREST OR CORPORATION FOR OPEN CANAL, RECORDED SEPTEMBER 10, 1987, BOOK 1470, PAGE 863.
PARCEL 5 **(AFFECTS PARCEL 5, SHOWN ON SURVEY, AMBIGUOUS ACCESS EASEMENT LOCATION, NOT SHOWN)**

38 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT OF WAY, RECORDED FEBRUARY 10, 1988, BOOK 1505, PAGE 581.
PARCEL 5 **(AFFECTS PARCEL 5, SHOWN ON SURVEY, AMBIGUOUS ACCESS EASEMENT LOCATION, NOT SHOWN)**

39 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT RELATING TO THE EXERCISE OF RESERVED RIGHT- OF-WAY, RECORDED SEPTEMBER 15, 1988, BOOK 1554, PAGE 768.
PARCEL 7 **(AFFECTS PARCEL 7, SHOWN ON SURVEY, AMBIGUOUS ACCESS EASEMENT LOCATION, NOT SHOWN)**

40 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED NOTICE OF LANDS INCLUDED WITHIN CENTRAL ARIZONA IRRIGATION AND DRAINAGE DISTRICT, RECORDED JANUARY 20, 1989, DOCKET 1580, PAGE 919.
PARCELS 1-4 **(AFFECTS ALL PARCELS, BLANKET IN NATURE, NOT SHOWN)**

41 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT OF WAY, RECORDED APRIL 11, 1989, BOOK 1596, PAGE 944.
PARCELS 6 AND 8 **(AFFECTS PARCEL 8, SHOWN ON SURVEY)**

42 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT OF WAY, RECORDED APRIL 11, 1989, BOOK 1596, PAGE 963.
PARCEL 6 **(AFFECTS PARCELS 1, 5, SHOWN ON SURVEY, AMBIGUOUS ACCESS EASEMENT LOCATION, NOT SHOWN)**

43 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT-OF- WAY, RECORDED OCTOBER 11, 1989, DOCKET 1634, PAGE 921.
PARCEL 8 **(AFFECTS PARCEL 8, SHOWN ON SURVEY)**

44 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR PROJECT WATER SERVICE, RECORDED MARCH 26, 1990, DOCKET 1665, PAGE 294 AND MODIFICATION RECORDED NOVEMBER 4, 1994, IN DOCKET 2054, PAGE 870.
PARCELS 1-6 **(AFFECTS PARCELS 1-6, BLANKET IN NATURE, NOT SHOWN)**

45 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR PROJECT WATER SERVICE, RECORDED MARCH 26, 1990, DOCKET 1665, PAGE 311 AND MODIFICATION RECORDED NOVEMBER 4, 1994 IN DOCKET 2054, PA GE 870.
PARCELS 1-6 **(AFFECTS PARCELS 1-6, BLANKET IN NATURE, NOT SHOWN)**

46 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR PROJECT WATER SERVICE, RECORDED JULY 30, 1990, BOOK 1690, PAGE 215.
PARCELS 6, 7 AND 8 **(AFFECTS PARCELS 7,7, MAY AFFECT PARCEL 6, BLANKET IN NATURE, NOT SHOWN)**

47 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT-OF- WAY, RECORDED DECEMBER 18, 1990, BOOK 1715, PAGE 88.
PARCELS 1-4 AND 6 **(AFFECTS PARCELS 1-6, BLANKET IN NATURE, NOT SHOWN)**

48 EASEMENT FOR TELECOMMUNICATION FACILITIES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED JULY 1, 1991, BOOK 1756, PAGE 992.
PARCEL 7 **(AFFECTS PARCEL 7, SHOWN ON SURVEY)**

49 EASEMENT FOR COMMUNICATIONS SYSTEMS, MARKERS AND SPLICING BOXES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED DECEMBER 23, 1999, FEE NO. 1999-057316.
PARCELS 7 AND 8 **(AFFECTS PARCELS 7 & 8, SHOWN ON SURVEY)**

50 EASEMENT FOR UNDERGROUND COMMUNICATION SYSTEMS AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED DECEMBER 23, 1999, FEE NO. 1999-057317.
PARCELS 1-4 **(AFFECTS PARCELS 1 & 4, SHOWN ON SURVEY)**

51 EASEMENT FOR UNDERGROUND COMMUNICATION SYSTEMS AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED DECEMBER 23, 1999, FEE NO. 1999-057318.
PARCELS 1-4 **(AFFECTS PARCELS 2 & 4, SHOWN ON SURVEY)**

52 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED COMMUNICATIONS RIGHT OF WAY AGREEMENT, RECORDED DECEMBER 23, 1999, FEE NO. 1999-057319.
PARCELS 6 AND 8 **(AFFECTS PARCEL 6, SHOWN ON SURVEY)**

53 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED RESOLUTION NO. 2005-01, RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF CENTRAL ARIZONA IRRIGATION AND DRAINAGE DISTRICT GRANTING PETITION FOR EXCLUSION AND INCLUSION OF LANDS IN SAID DISTRICT, RECORDED NOVEMBER 7, 2008, FEE NO. 2008-107048.
PARCELS 1-4 **(AFFECTS PARCELS 1, 2, 4, APPROXIMATE LOCATIONS PER TITLE DOCUMENT, NOT SHOWN)**

54 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED RESOLUTION NO. 2008-01 RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF CENTRAL ARIZONA IRRIGATION AND DRAINAGE DISTRICT GRANTING PETITION FOR EXCLUSION AND INCLUSION OF LANDS IN SAID DISTRICT, RECORDED AUGUST 11, 2009, FEE NO. 2009-081947.
PARCELS 5 AND 6 **(AFFECTS PARCELS 5, 6, BLANKET IN NATURE, NOT SHOWN)**

55 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED LAND PURCHASE CONTRACT FOR THE EDS SUBSTATION AND GRANT OF EASEMENT FOR THE ED4-ED5 TRANSMISSION LINE, RECORDED FEBRUARY 29, 2012, FEE NO. 2012-016359. PARCELS 1-4 **(AFFECTS PARCELS 3, 4, SHOWN ON SURVEY)**

56 TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED RESOLUTION 2013-01, RESOLUTION OF THE BOARD OF DIRECTORS OF ELECTRICAL DISTRICT NUMBER FIVE OF PINAL COUNTY, ARIZONA, DEFINING THE BOUNDARIES OF AND LAND INCLUDED IN ELECTRICAL DISTRICT NUMBER FIVE OF PINAL COUNTY, ARIZONA, RECORDED MARCH 27, 2013, FEE NO. 2013-025107. PARCELS 1-4
(AFFECTS PARCELS 5, 6, BLANKET IN NATURE, NOT SHOWN)

57 UNRECORDED LEASE UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN MADE BY CAROLYN BRAY AND TPC HOLDINGS, LLC, LESSOR, AND STAMBAUGH FARMS, AND ARIZONA GENERAL PARTNERSHIP, LESSEE, DATED AUGUST 26, 2005, AS DISCLOSED BY AGRICULTURAL LEASE, RECORDED NOVEMBER 15, 2005, FEE NO. 2005-157921 AND ASSIGNMENT RECORDED NOVEMBER 15, 2005, FEE NO. 2005-157923.
PARCEL 7 **(MAY AFFECT SUBJECT PARCELS, UNDEFINED AREA, NOT SHOWN)**

58 ANY CLAIM THAT THE TITLE IS SUBJECT TO A TRUST OR LIEN CREATED UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT (7 U.S.C. 499A, ET SEQ.) OR THE POULTRY AND STOCKYARDS ACT (7 U.S.C. 181 ET SEQ.) OR UNDER SIMILAR STATE LAWS. ALL PARCELS
(NOT A SURVEY MATTER, NOT SHOWN)

59 UNRECORDED LEASE UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN MADE BY CURTIS 1035, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LESSOR, AND DAIRYVIEW FARMS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, LESSEE, DATED JANUARY 1, 2014, AS DISCLOSED BY SUBORDINATION AGREEMENT, RECORDED SEPTEMBER 9, 2013, FEE NO. 2013-073424. **(AFFECTS PARCELS 1-4, BLANKET IN NATURE, NOT SHOWN)**

60 RIGHTS OF PARTIES IN POSSESSION.
NOTE: THIS EXCEPTION MAY BE MADE MORE SPECIFIC UPON OUR EXAMINATION OF DOCUMENTS WHICH ENTITLE THE OCCUPANTS TO POSSESSION.
(NOT A SURVEY MATTER, NOT SHOWN)

CYPRESS CREEK RENEWABLES

PROJECT: CYPRESS CREEK RENEWABLES
CACTUS FLOWER ALTA

JOB NUMBER: 1024086474
DATE: 04/19/2024
SURVEYOR: TYLER TRUJILLO
TECHNICIAN: TYLER HARPER
DRAWING: 86474 - CACTUS FLOWER - ALTA.DWG
TRACT ID:
PARTYCHIEF:
FIELDBOOKS:

ALTA / NSPS LAND TITLE SURVEY
SITUATED IN SECTIONS 13, 23, 24 & 25,
TOWNSHIP 9 SOUTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN, ALL
IN THE COUNTY OF PINAL, STATE OF ARIZONA

NO.	DATE	BY	DESCRIPTION

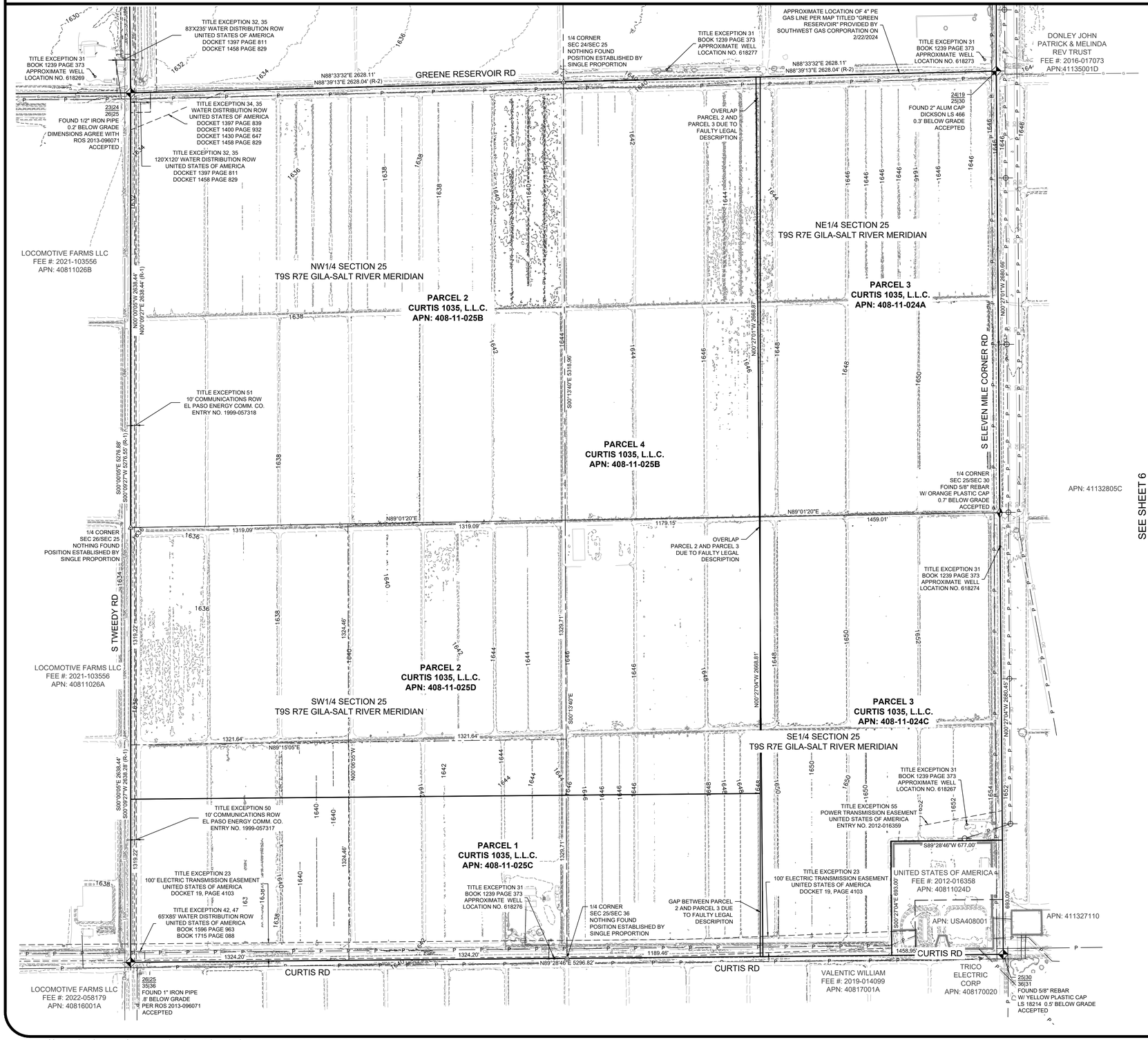
SHEET 2

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Ofc: 801.601.4342
email: info@sam.biz

PATH:\\SAMINC\SLC\PROJECTS\1024086474\100\SURVEY\06PLATS\86474 - CACTUS FLOWER - ALTA.DWG

ALTA / NSPS LAND TITLE SURVEY

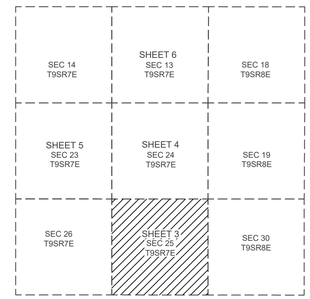
SITUATED IN SECTIONS 13, 23, 24 & 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN, ALL IN THE COUNTY OF PINAL, STATE OF ARIZONA



INDEX MAP for SHEET 3

NORTH

NOT TO SCALE



LEGEND

- QUARTER CORNER MONUMENT AS NOTED
- CALCULATED POINT
- FOUND MONUMENT
- POWER POLE
- APPROX. WELL LOCATION AS NOTED
- GENERAL POLE
- STRUCTURE ANTENAE
- GENERAL POLE
- GENERAL POLE
- MANHOLE
- TANK
- SIGN
- PARCEL BOUNDARY
- ADJOINING PARCEL BOUNDARY
- SECTION LINE
- QUARTER SECTION LINE
- SUBDIVISIONAL SECTION LINE
- EASEMENT
- FENCE
- OVERHEAD ELECTRIC TRANSMISSION
- APPROX. CENTURYLINK BURIED ASSET AS NOTED
- APPROX. UNDERGROUND GAS AS NOTED
- CULVERT
- CONCRETE DRAIN
- BRIDGE DECK
- DEBRIS PILE
- GENERAL ROAD FEATURE
- LOW CONFIDENCE AREA
- OVERHEAD ELECTRIC CENTERLINE
- DRAINAGE INLET
- DRAINAGE PIPE
- DRAINAGE RIPRAP
- DRAINAGE WATER
- SIDEWALK
- DIRT ROAD
- STRUCTURE BUILDING
- CONSTRUCTION AREA
- FENCE
- STAIRS
- TANK
- UNIDENTIFIED
- WALL
- PIPELINE
- SUBSTATION OUTLINE
- WOODS
- MAJOR CONTOURS
- MINOR CONTOURS

N

SCALE: 1" = 300'

0 300' 600'

GRAPHIC SCALE

REFERENCE DOCUMENTS

R-1 RECORD OF SURVEY FEE NO. 2013-096071, RECORDS OF PINAL COUNTY, ARIZONA
R-2 RECORD OF SURVEY FEE NO. 2006-65248, RECORDS OF PINAL COUNTY, ARIZONA
R-3 RECORD OF SURVEY FEE NO. 2005-121310, RECORDS OF PINAL COUNTY, ARIZONA

CYPRESS CREEK RENEWABLES

PROJECT: CYPRESS CREEK RENEWABLES • CACTUS FLOWER ALTA

JOB NUMBER: 1024086474
DATE: 04/19/2024
SURVEYOR: TYLER TRUJILLO
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TOWNSHIP 9 SOUTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN, ALL
IN THE COUNTY OF PINAL, STATE OF ARIZONA

SHEET 3

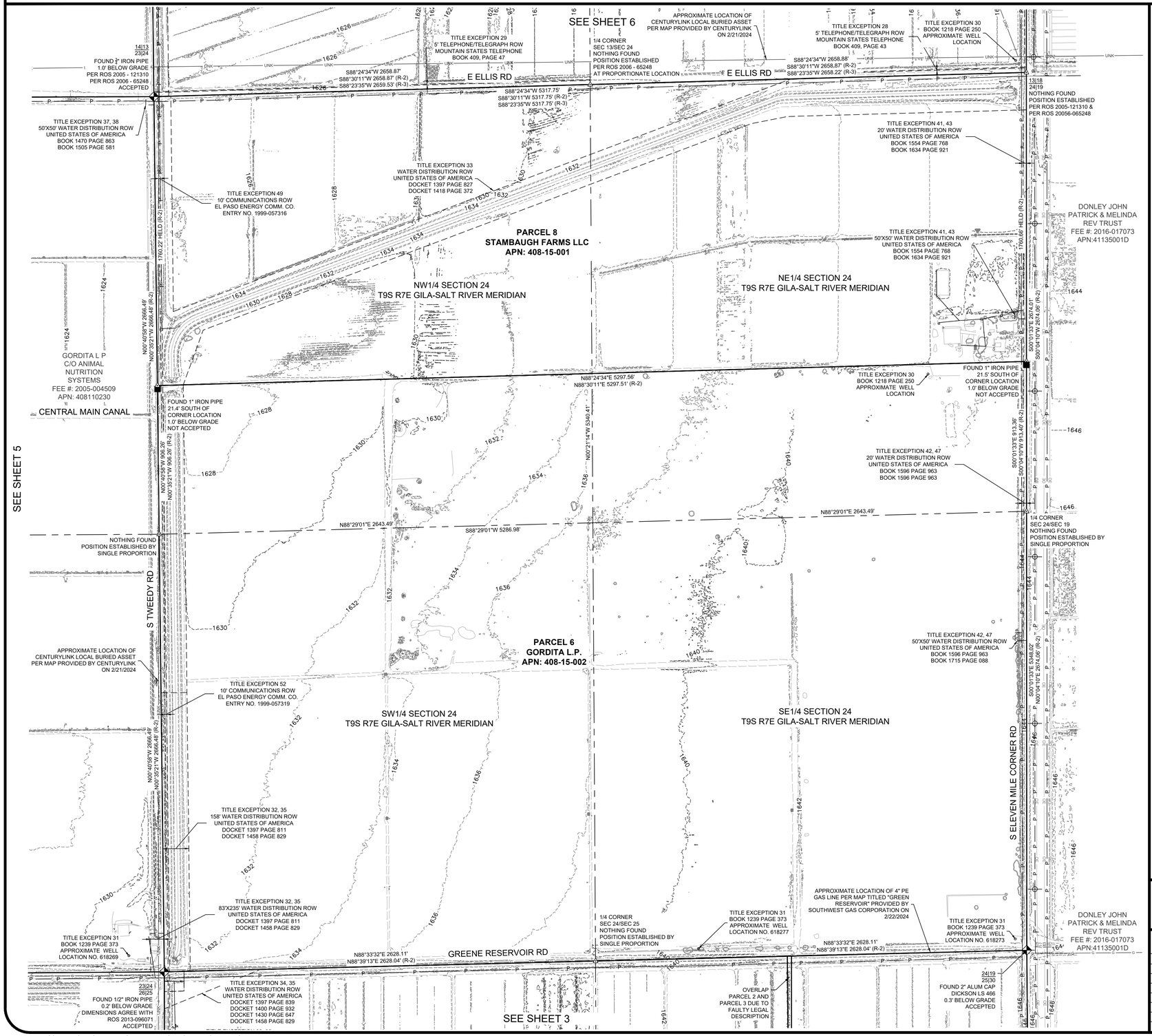
NO.	DATE	BY	DESCRIPTION

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PATH:\\SAMINC\SLC\PROJECTS\1024086474\100\SURVEY\06PLATS\86474 - CACTUS FLOWER - ALTA.DWG

ALTA / NSPS LAND TITLE SURVEY

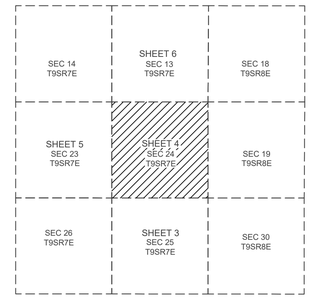
SITUATED IN SECTIONS 13, 23, 24 & 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN, ALL IN THE COUNTY OF PINAL, STATE OF ARIZONA



INDEX MAP for SHEET 4

NORTH

NOT TO SCALE



LEGEND

- QUARTER CORNER MONUMENT AS NOTED
- CALCULATED POINT
- FOUND MONUMENT
- POWER POLE
- APPROX. WELL LOCATION AS NOTED
- GENERAL POLE
- STRUCTURE ANTENAE
- GENERAL POLE
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- FENCE
- STAIRS
- TANK
- UNIDENTIFIED
- WALL
- PIPELINE
- SUBSTATION OUTLINE
- WOODS
- MAJOR CONTOURS
- MINOR CONTOURS

N

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0 300' 600'

GRAPHIC SCALE

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CYPRESS CREEK RENEWABLES

PROJECT: CYPRESS CREEK RENEWABLES
CACTUS FLOWER ALTA

JOB NUMBER: 1024086474
DATE: 04/19/2024
SURVEYOR: TYLER TRUJILLO
TECHNICIAN: TYLER HARPER
DRAWING: 86474 - CACTUS FLOWER - ALTA.DWG
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FIELDBOOKS:

ALTA / NSPS LAND TITLE SURVEY
SITUATED IN SECTIONS 13, 23, 24 & 25,
TOWNSHIP 9 SOUTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN, ALL
IN THE COUNTY OF PINAL, STATE OF ARIZONA

SHEET 4

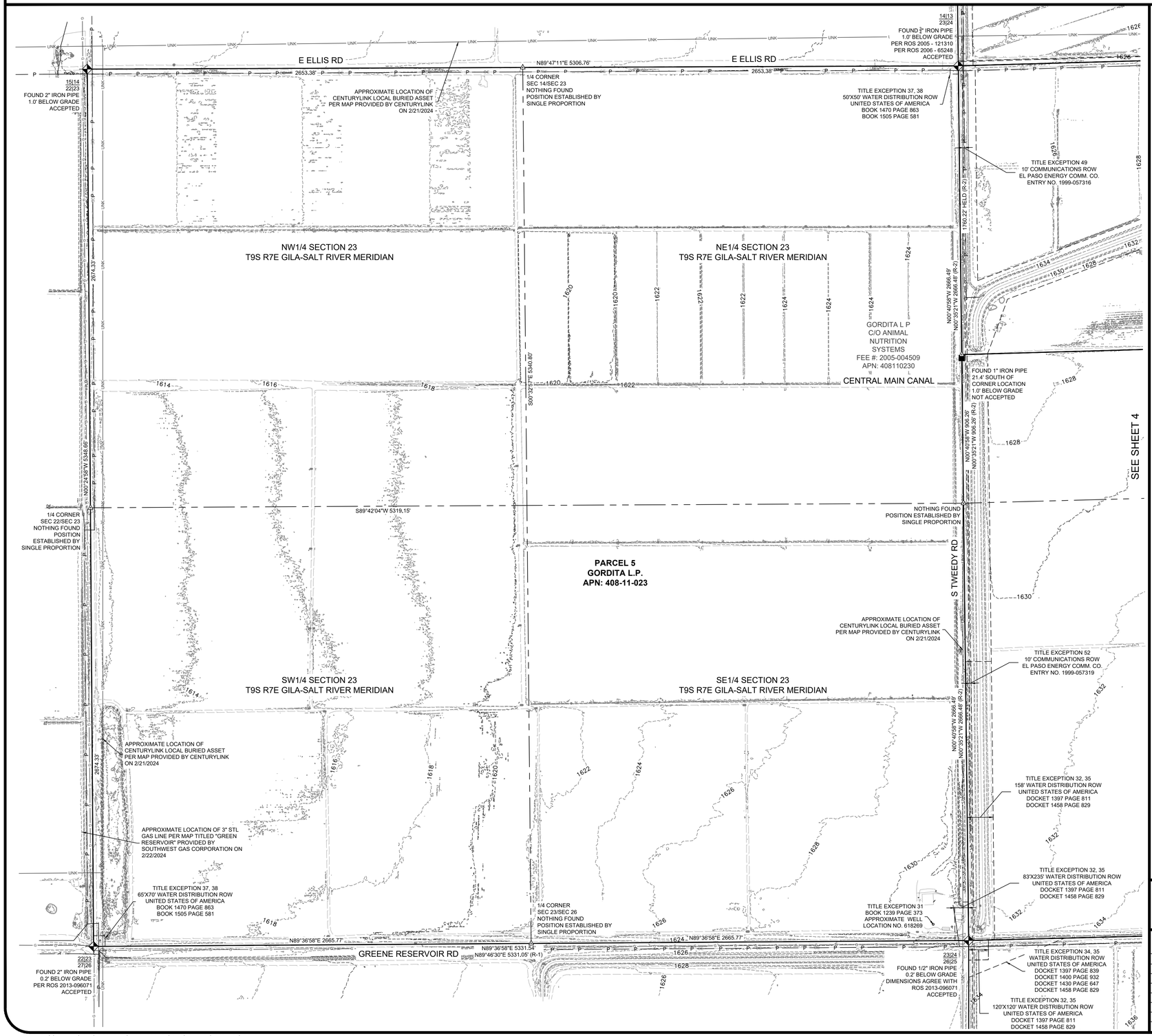
NO.	DATE	BY	DESCRIPTION

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Suite 125
Murray, UT 84107
Ofc: 801.601.4342
email: info@sam.biz

PATH:\\SAMINC\SLC\PROJECTS\1024086474\100\SURVEY\06PLATS\86474 - CACTUS FLOWER - ALTA.DWG

ALTA / NSPS LAND TITLE SURVEY

SITUATED IN SECTIONS 13, 23, 24 & 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN, ALL IN THE COUNTY OF PINAL, STATE OF ARIZONA



INDEX MAP for SHEET 5

NORTH

NOT TO SCALE

SEC 14 T9SR7E	SHEET 6 SEC 13 T9SR7E	SEC 18 T9SR8E
SHEET 5 SEC 23 T9SR7E	SHEET 4 SEC 24 T9SR7E	SEC 19 T9SR8E
SEC 26 T9SR7E	SHEET 3 SEC 25 T9SR7E	SEC 30 T9SR8E

LEGEND

- QUARTER CORNER MONUMENT AS NOTED
- CALCULATED POINT
- FOUND MONUMENT
- POWER POLE
- APPROX. WELL LOCATION AS NOTED
- GENERAL POLE
- STRUCTURE ANTENAE
- GENERAL POLE
- GENERAL POLE
- MANHOLE
- TANK
- SIGN
- PARCEL BOUNDARY
- ADJOINING PARCEL BOUNDARY
- SECTION LINE
- QUARTER SECTION LINE
- SUBDIVISIONAL SECTION LINE
- EASEMENT
- FENCE
- OVERHEAD ELECTRIC TRANSMISSION
- APPROX. CENTURYLINK BURIED ASSET AS NOTED
- APPROX. UNDERGROUND GAS AS NOTED
- CULVERT
- CONCRETE DRAIN
- BRIDGE DECK
- DEBRIS PILE
- GENERAL ROAD FEATURE
- LOW CONFIDENCE AREA
- OVERHEAD ELECTRIC CENTERLINE
- DRAINAGE INLET
- DRAINAGE PIPE
- DRAINAGE RIPRAP
- DRAINAGE WATER
- SIDEWALK
- DIRT ROAD
- STRUCTURE BUILDING
- CONSTRUCTION AREA
- FENCE
- STAIRS
- TANK
- UNIDENTIFIED
- WALL
- PIPELINE
- SUBSTATION OUTLINE
- WOODS
- MAJOR CONTOURS
- MINOR CONTOURS

N

SCALE: 1" = 300'

0 300' 600'

GRAPHIC SCALE

REFERENCE DOCUMENTS

R-1 RECORD OF SURVEY FEE NO. 2013-096071, RECORDS OF PINAL COUNTY, ARIZONA
R-2 RECORD OF SURVEY FEE NO. 2006-65248, RECORDS OF PINAL COUNTY, ARIZONA
R-3 RECORD OF SURVEY FEE NO. 2005-121310, RECORDS OF PINAL COUNTY, ARIZONA

CYPRESS CREEK RENEWABLES

PROJECT: CYPRESS CREEK RENEWABLES
CACTUS FLOWER ALTA

JOB NUMBER:	1024086474
DATE:	04/19/2024
SURVEYOR:	TYLER TRUJILLO
TECHNICIAN:	TYLER HARPER
DRAWING:	86474 - CACTUS FLOWER - ALTA.DWG
TRACT ID:	
PARTYCHIEF:	
FIELDBOOKS:	

ALTA / NSPS LAND TITLE SURVEY
SITUATED IN SECTIONS 13, 23, 24 & 25,
TOWNSHIP 9 SOUTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN, ALL
IN THE COUNTY OF PINAL, STATE OF ARIZONA

SHEET 5

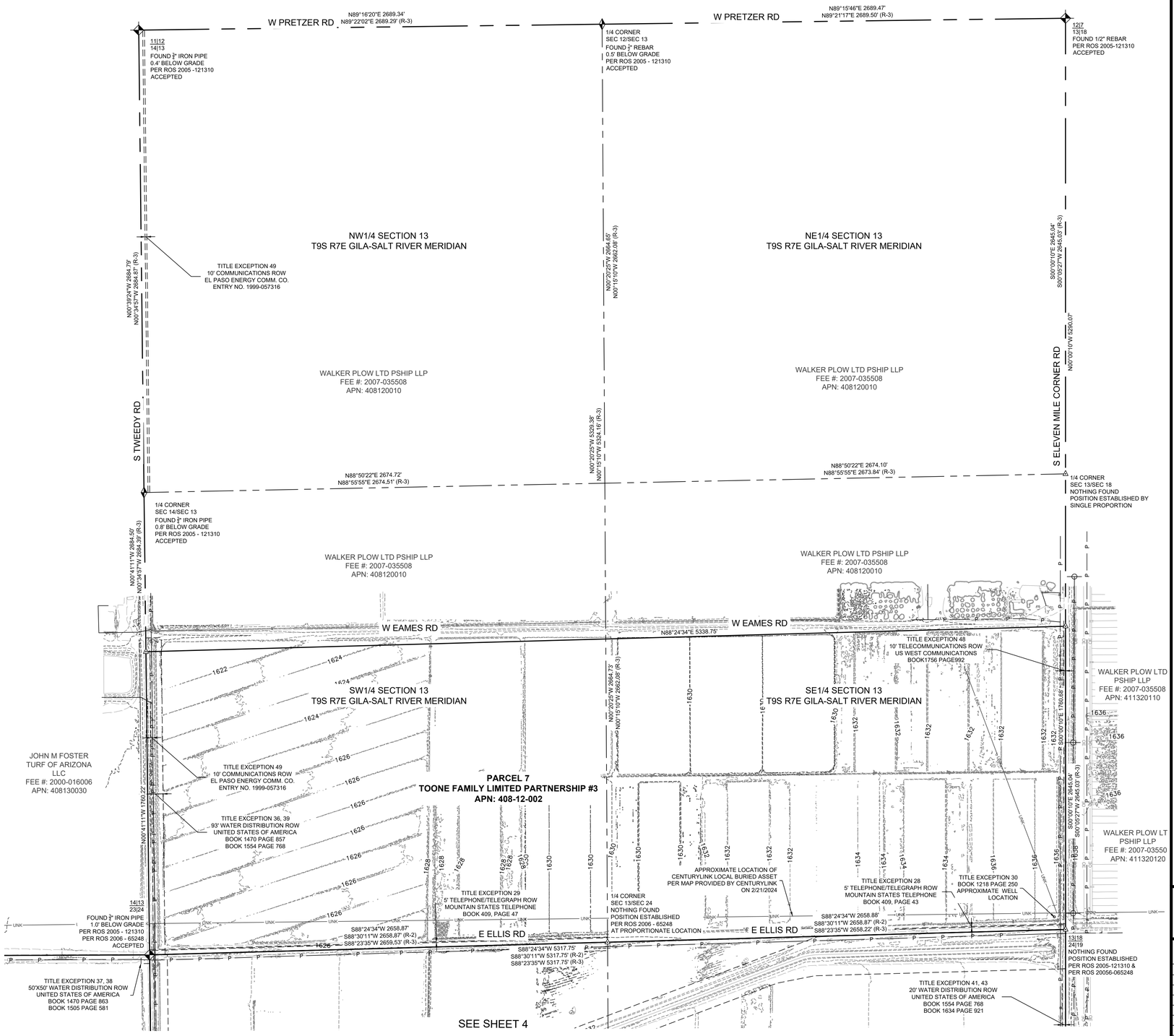
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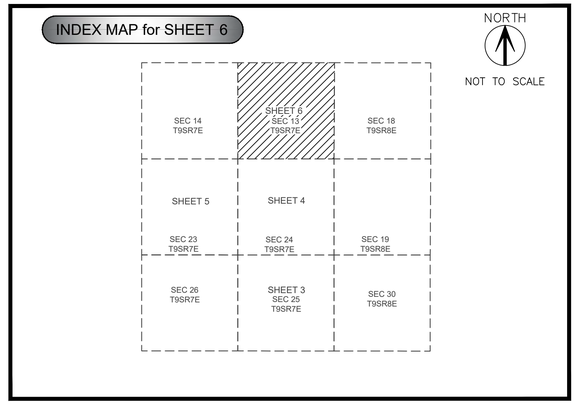
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ALTA / NSPS LAND TITLE SURVEY

SITUATED IN SECTIONS 13, 23, 24 & 25, TOWNSHIP 9 SOUTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN, ALL IN THE COUNTY OF PINAL, STATE OF ARIZONA





LEGEND

- QUARTER CORNER MONUMENT AS NOTED
- CALCULATED POINT
- FOUND MONUMENT
- POWER POLE
- APPROX. WELL LOCATION AS NOTED
- GENERAL POLE
- STRUCTURE ANTENAE
- GENERAL POLE
- GENERAL POLE
- MANHOLE
- TANK
- SIGN
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N

SCALE: 1" = 300'
0 300' 600'
GRAPHIC SCALE

CYPRESS CREEK RENEWABLES

PROJECT: CYPRESS CREEK RENEWABLES
CACTUS FLOWER ALTA

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IN THE COUNTY OF PINAL, STATE OF ARIZONA

SHEET 6

NO.	DATE	BY	DESCRIPTION

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PATH:\\SAMINC\SLC\PROJECTS\1024086474\100\SURVEY\06PLATS\86474 – CACTUS FLOWER – ALTA.DWG

Cactus Flower Solar, LLC
Hydrologic & Hydraulic Assessment
-
Completed for:
Cactus Flower Solar, LLC

Completed By:



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Introduction

On behalf of Cactus Flower Solar, LLC, Sierra Overhead Analytics, Inc. (SOA) has prepared this hydrology and hydraulics report (report) for the Cactus Flower Solar, LLC Project, located in Pinal County, near Eloy, Arizona. The approximate center point of the project is located at: 32.623° N, -111.581° W. This report summarizes the results of the hydrology study which was performed to assess peak flows and flood risk across the project site. A two-dimensional (2D) hydraulic model developed in HEC-RAS was used to assess on-site depth and velocity during a 100-year 24-hour recurrence interval storm event.

Executive Summary

The results of SOA's model showed a slight deviation from FEMA's historical floodplain delineation. This discrepancy may be attributed to the different methodologies used. While FEMA likely only utilized a flow hydrograph for Greene Canal, SOA's model incorporated both an external flow hydrograph boundary condition and an internal precipitation boundary condition. Additionally, there is uncertainty about the peak flowrate used by FEMA for the 100-year storm delineation. SOA employed USGS StreamStats and local gaging stations to estimate the peak flowrate, which exceeded the highest readings on local gaging stations. Given the size and complexity of the influencing watersheds for the project, SOA believes its peak influent estimates represent the best available data.

In the analysis of the 100-year 24-hour storm event, the total precipitation depth was 3.81 inches, with 1.76 inches infiltrating and 2.29 inches resulting in runoff. The infiltration rates varied between 0 and 3.56 inches per hour. General depths and velocities on site were less than 0.5 foot depth and 0.5 feet per second, respectively. General depths and velocities around the gen-tie line were less than 2.0 foot depth, and 2.0 feet per second, respectively.

Site Data

Topography and Drainage

SOA utilized site specific topo data tied with Arizona State 2017 photogrammetry point cloud data for the region. The site area is fairly flat, with a general slope of 0.01 ft/ft from west to east. Several man-made ditches drain the site area, and water flows from the site towards Greene Canal, south of the site. Greene Canal flows west to its confluence with Greene Wash. The site falls in FEMA Zones A (1 percent annual chance flood hazard, no base flood elevations determined)and X (0.2 percent annual chance flood hazard), and it is partially within the 100-year floodplain. The surrounding areas are also classified as Zone A and X. Flood zones are shown in Appendix A, Figure 1.

Site Soils and Land Use

Soils data was downloaded from United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) SSURGO database. The majority of the soils on site are classified as hydrologic soil group C, which is characterized by low infiltration rates. Some site soils are classified as hydrologic soil groups A and B, which are characterized by high and moderate infiltration rates, respectively. Hydrologic soil types are shown in Appendix A, Figure 2. The NRCS Soil Survey map and report is included in Appendix B. According to ANS Geo's geotechnical report from May 2, 2024,

observed subsurface conditions are a combination of sandy lean clay, sandy silty clay, and silty clayey sand.

The USGS National Land Cover Database (NLCD) was used to determine land use for the 2D model domains. The modeled areas are mostly classified as Cultivated Crops.

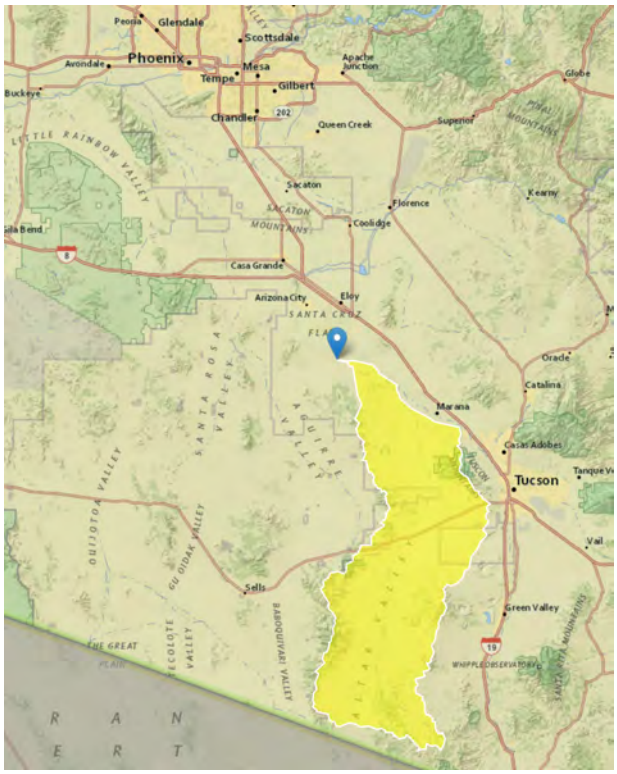
Precipitation

NOAA Atlas 14 publicly available rainfall data was used to determine precipitation depths for the 100-year 24-hour storm event in the center of the 2D model area. The 100-year 24-hour precipitation depth was found to be 3.81 inches. This precipitation amount was temporally distributed through use of the Type-II, 24-hour storm.

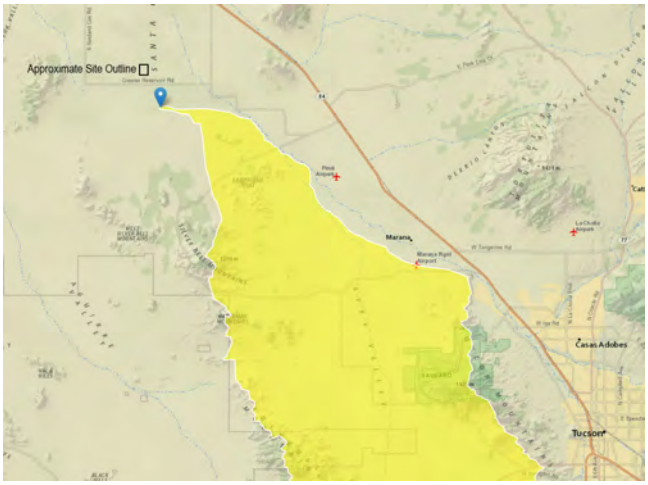
Model Setup

2D Hydraulic Modeling

HEC-RAS was used to develop a 2D hydraulic model for the 100-year storm event to model maximum depths and velocities across the site. The United States Geological Survey (USGS) StreamStats Application was used to delineate the watershed (yellow area) that drains to a pour point (blue marker) in Greene Canal near the southeast corner of the site (black box), as seen in the images below.



The pour point shown in the images above was chosen because it provides the best approximation of the area contributing flow with the potential to affect the site. To represent the flow-contributing



watershed, the 100-year storm peak flow, 35,500 cfs, was used in the model as an external boundary condition. Additional information about the watershed delineation parameters and outputs are in the StreamStats report, which is included in Appendix B. The model area was drawn based on the StreamStats watershed output and the FEMA Zone A area. For the larger 2D model domain, grid cells of approximately 200 feet by 200 feet were used. For the site outline, a refinement region with grid cells of approximately 25 feet by 25 feet were used. Breaklines with grid cells of 15 feet by 15 feet were used for in the canals and ditches. Topography was interpolated to the grid cells based on the photogrammetry data. A land use layer and soil layer were developed using the data described above, and they were combined to form an infiltration layer. Each land use was associated with a Manning's n value as shown in Table 1.

Table 1: *Land Cover Types and Associated Manning's n Values*

Land Cover	Manning's n
Cultivated Crops	0.05
Developed, Open Space	0.035
Developed, Low Intensity	0.08
Pasture/Hay	0.045
Mixed Forest	0.12
Shrub/Scrub	0.05
Woody Wetlands	0.07
Open Water	0.035
Emergent Herbaceous Wetlands	0.045
Barren Land Rock/Sand/Clay	0.03
Developed, Medium Intensity	0.12
Grassland/Herbaceous	0.04
Deciduous Forest	0.1
Evergreen Forest	0.15
Developed, High Intensity	0.15

Hydrologic soil group data was combined with land use data to assign a curve number (CN) to each

land use/hydrologic soil group combination, as shown in Table 2. These CN values were used in the infiltration layer. The average CN for the model domain was 85.6. All cells were assigned an initial abstraction value of 0.2.

Table 2: *Curve Numbers*

Land Use	CN Soil Type A	CN Soil Type B	CN Soil Type C	CN Soil Type D
Open Water	100	100	100	100
Perennial Ice-Snow	40	40	40	40
Developed, Open Space	49	69	79	84
Developed, Low Intensity	77	86	91	94
Developed, Medium Intensity	89	92	94	95
Developed, High Intensity	98	98	98	98
Barren Land Rock-Sand-Clay	77	86	91	94
Deciduous Forest	32	48	57	63
Evergreen Forest	39	58	73	80
Mixed Forest	46	60	68	74
Shrub-Scrub	49	68	79	84
Grassland-Herbaceous	64	71	81	89
Pasture-Hay	49	69	79	84
Cultivated Crops	71	80	87	90
Woody Wetlands	88	89	90	91
Emergent Herbaceous Wetlands	89	90	91	92

The 100-year 24-hour precipitation event was simulated as spatially constant across the 2D model domain using an internal precipitation boundary condition. Infiltration was modeled using the SCS Curve Number method. The edges of the model domain were used as an external boundary condition of normal depth where friction slope = 0.002 to 0.003.

Two-dimensional unsteady flow routing was performed in HEC-RAS using the Diffusion Wave Equations, as described in the HEC-RAS Hydraulic Reference Manual. Model stability was maintained through variable timestepping dictated by maximal and minimal Courant numbers where the Courant number (C) is equal to:

$$C = \frac{V \cdot \Delta T}{\Delta X} \tag{1}$$

V is the flood wave velocity, ΔT is the computational time step, ΔX is the average computational grid cell size. The maximum Courant number was set to 0.85 and the minimum was set to 0.35. The cell size of the computational grid dictated a moderate timestep, on average around 8 seconds.

Results

2D Hydraulic Model Results

Of the total 100-year 24-hour storm precipitation depth of 3.81 inches, on average, 1.76 inches infiltrated and 2.29 inches was runoff. Modeled minimum infiltration rates ranged from 0 to 3.56 inches per hour, as shown in Appendix A, Figure 4. HEC-RAS outputs for maximum depth, velocity, and

scour are shown in Appendix A Figures 5 through 7 (site boundary) and 8 through 10 (site boundary and Gen-Tie Line).

Scour depth was calculated using the methods of Chapter 7 of the HEC-18 Scour Manual. K1, K2, and K3 were calculated to be 1.1, 1.3, and 1.1 respectively, and a box pile of dimensions a=1/2' and L=1/3' were used. For simplicity, the angle of attack was assumed to be zero for all piles. The proper excerpt pages are included in Appendix B.

For the 100-year 24-hour storm event, on-site flow depths reached about 12.5 feet in a large depression in the site's southwest corner but were generally less than 0.5 feet. On-site flow velocities reached approximately 6.5 ft/s in same large depression where depths were highest but were, on average, less than 0.5 feet per second. The highest on-site scour depth, approximately 1.6 feet, occurred in the large depression where velocity was highest but were generally less than 0.5 feet.

During the 100-year 24-hour storm event, the highest depth along the path of the Gen-tie line, approximately 7.5 feet occurred in the ditch that runs east to west approximately 1 mile west of the site. Generally, depths along the Gen-tie line's path were less than 2 feet. The highest velocity along the Gen-Tie line's path, approximately 6.5 feet per second, occurred in the same ditch where depths were highest, approximately 2 miles west of the site. On average, velocities near the Gen-tie line were less than 2 feet per second. The highest scour depth along the Gen-tie's path, approximately 1.8 feet, occurred where velocity was highest. Generally, scour depths were less than 1 foot.

The results of SOA's model deviated slightly from the historical FEMA floodplain delineation. Although the exact reasoning for the deviation is unclear due to lack of knowledge about the data used by FEMA, FEMA likely only used a flow hydrograph for Greene Canal, whereas our model incorporated both an external flow hydrograph boundary condition and an internal precipitation boundary condition. Additionally, we do not know the peak flowrate FEMA used for delineating the 100-year storm. SOA used USGS StreamStats and applicable gaging stations to try and accurately delineate the 100-year flood event. The peak flowrate used in the model exceeded the highest readings seen on local gaging stations. Given the size and complexity of the influencing watersheds for the project, we feel, at this time, our peak influent estimates represent the best available data.

Stormwater Management

The site is not within the County's designated MS4 area. General stormwater management processes still apply and are briefly summarized below. Pinal County and the Arizona Department of Environmental Quality (ADEQ) can provide more specific guidance.

Before filing a Notice of Intent (NOI) with ADEQ, develop and implement a Stormwater Pollution Prevention Plan (SWPPP) for every construction activity within the urbanized unincorporated areas of the county as described by the Pinal County Stormwater Management Ordinance (SMO). Complete Pinal County's construction site approval process and submit a pre-construction and construction phase site plan, as detailed in Section 6.10 of the SMO.

During construction, allow the Pinal County Public Works Department ready access to all parts of the premises to perform compliance monitoring, and adhere to construction and operation responsibilities as outlined in Chapter 11.35 of the SMO. Ensure that erosion control measures conform with BMPs as defined by EPA, ADEQ, Pinal County Drainage Manual, or a locally approved method. All structures, panels, and electrical equipment must be protected from the 100-year flood event with minimum

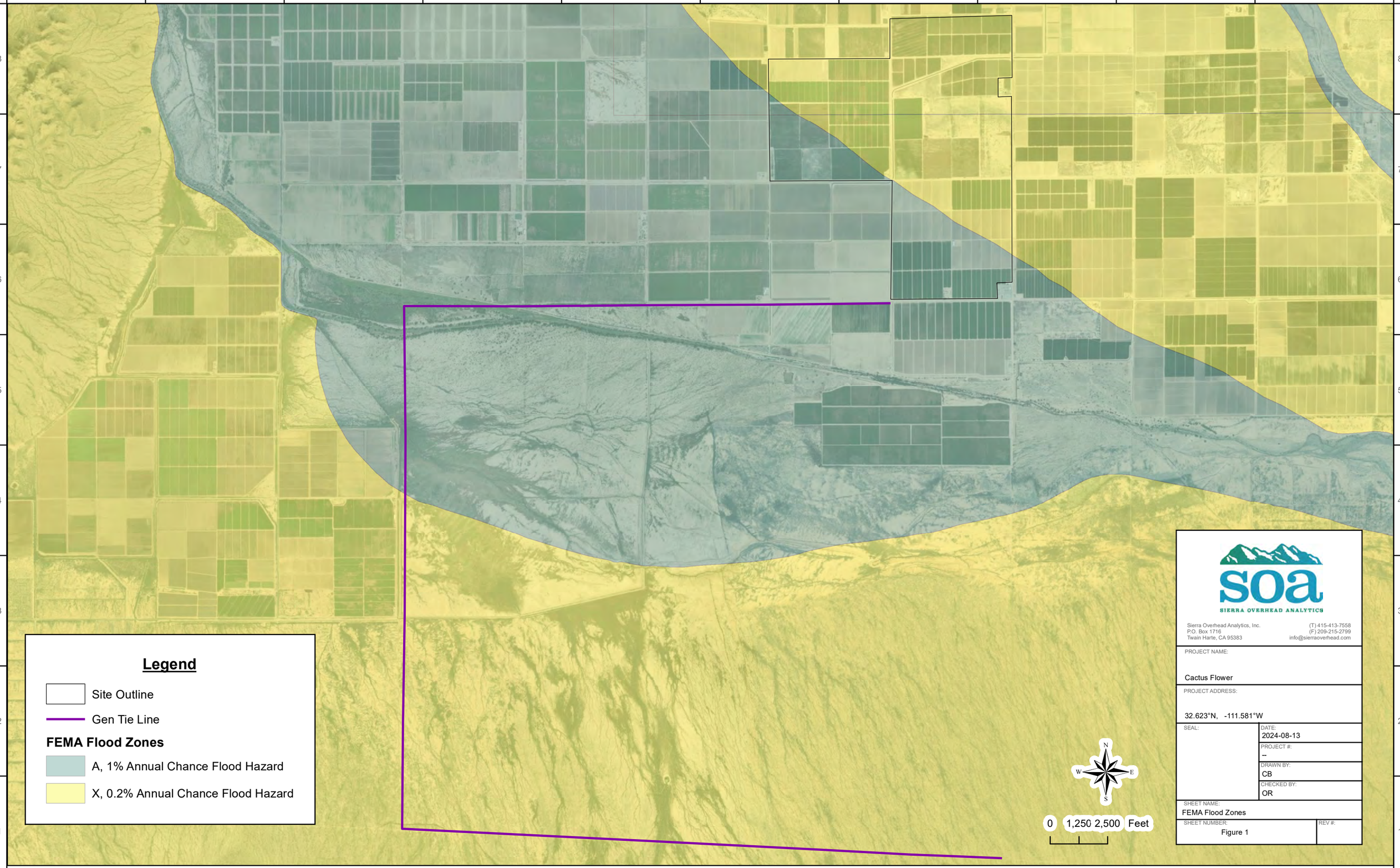
finished floor elevations 1 foot above the base-flood (100 year flood) elevation and adjacent grades at or above the base-flood elevation.

Post-construction, refer to Title 11 of the SMO: maintain and restore natural drainage patterns, minimize the magnitude and extent of grading, disturbance, and impervious cover, use BMPs to reduce pollutant loadings from developed sites, treat and release stormwater as close to the runoff's source as possible, and promote effective operation and maintenance of stormwater facilities. Obtain a post-construction permit, adhere to the general requirements outlined in Chapter 11.30 of the SMO, submit a report that includes information listed in Chapter 11.40 with the stormwater permit application, submit an actual "as-built" plan based on a field survey for all Stormwater Management Systems or Facilities per the approved Post-Construction Stormwater Site Plan, and prepare and record an operation and maintenance plan according to section 11.50.040 and 11.50.050 of the SMO.

If the project site discharges into Pinal County Flood Control District (FCD) owned or operated structures, the minimum level of control, referred to as 'First Flush', must be met. Specifically, the first 0.5 inches of direct runoff from a storm event must be retained or treated and dissipated within 36 hours to prevent vector problems. Discharging into FCD structures requires written approval in the form of a license, permit, or easement. Any off-site runoff passing through the site must be discharged in the same manner (velocity, flow area, direction, etc.) as it was in pre-construction conditions.

APPENDIX A - Figures

Figure 1 - FEMA Flood Zones
Figure 2 - Hydrologic Soil Groups
Figure 3 - NLCD Land Cover
Figure 4 - Infiltration Depth
Figure 5 - 100yr 24hr Flow Event Depth
Figure 6 - 100yr 24hr Flow Event Velocity
Figure 7 - 100yr 24hr Flow Event Scour
Figure 8 - With Gen Tie Line: 100yr 24hr Flow Event Depth
Figure 9 - With Gen Tie Line: 100yr 24hr Flow Event Velocity
Figure 10 - With Gen Tie Line: 100yr 24hr Flow Event Scour



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PROJECT NAME:
Cactus Flower

PROJECT ADDRESS:
32.623°N, -111.581°W

SEAL:

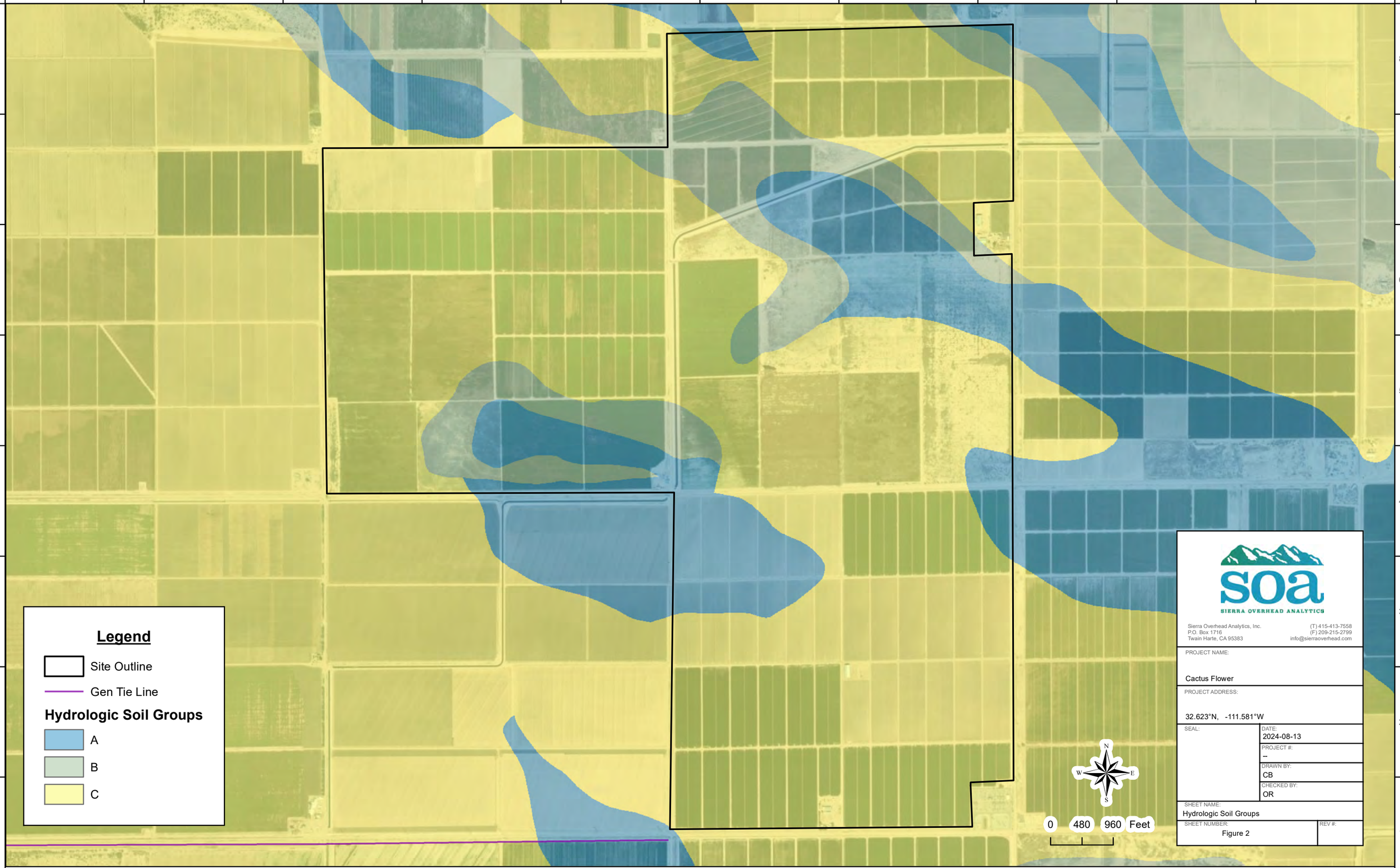
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FEMA Flood Zones

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Figure 1

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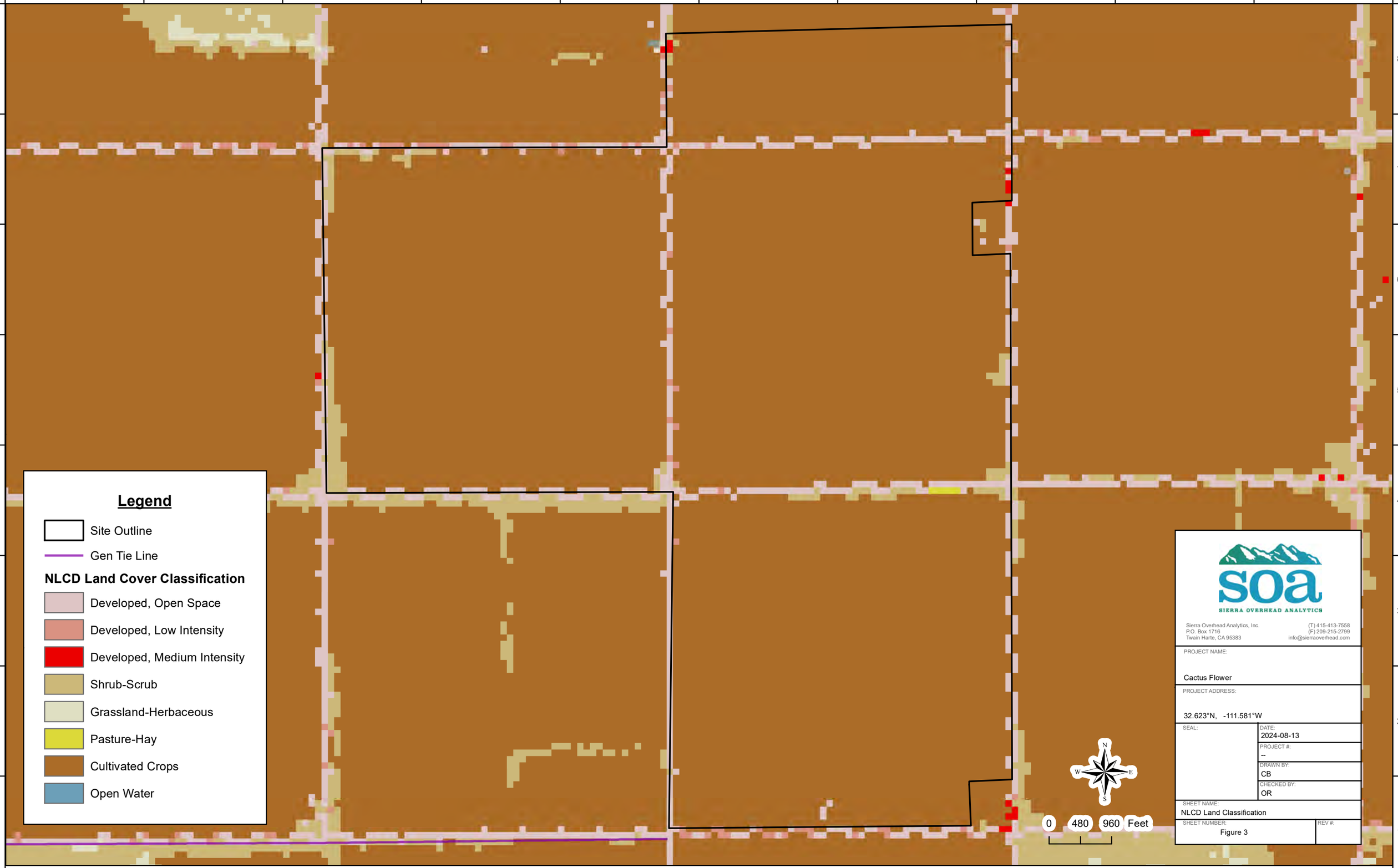
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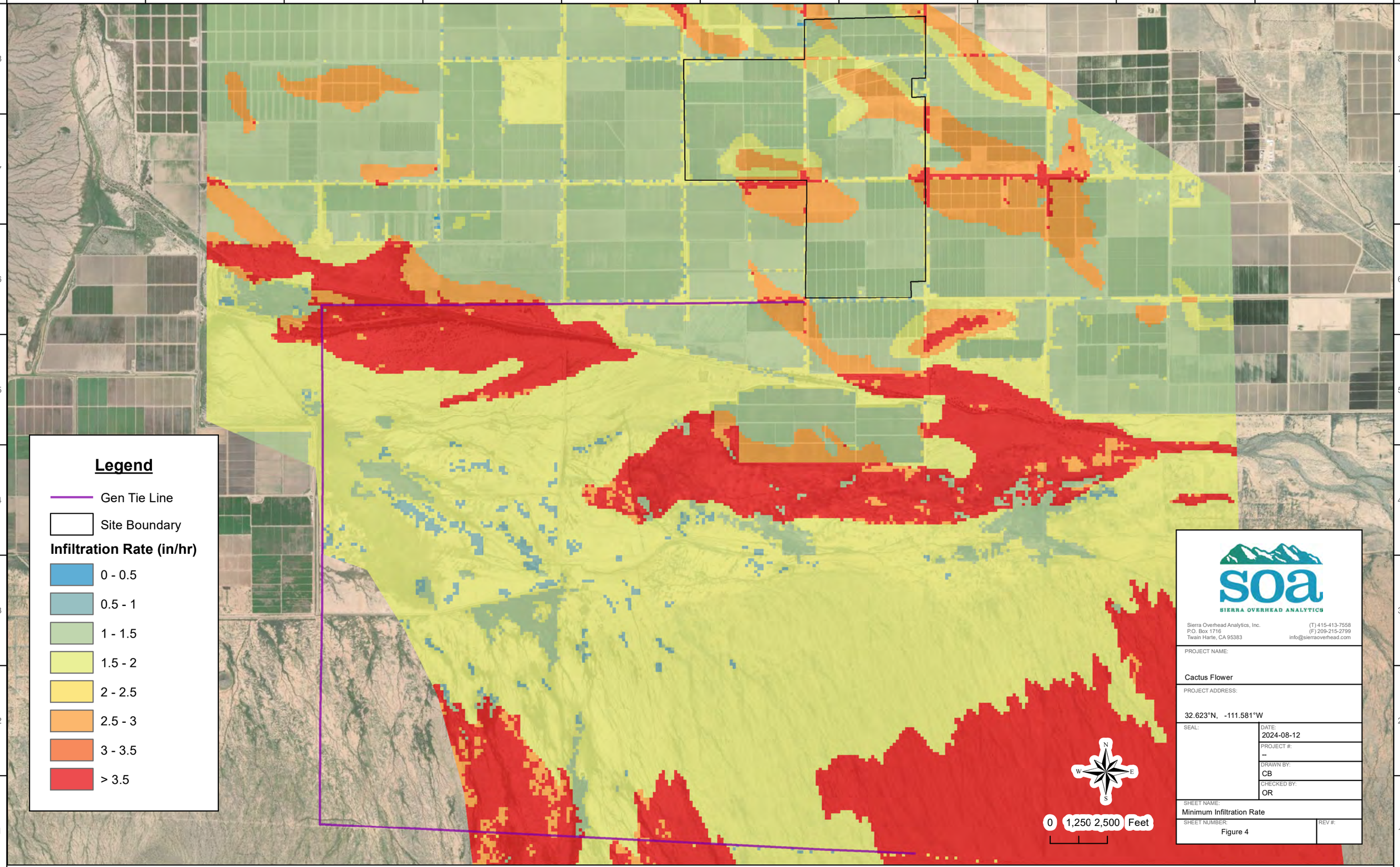
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NLCD Land Classification

SHEET NUMBER: Figure 3
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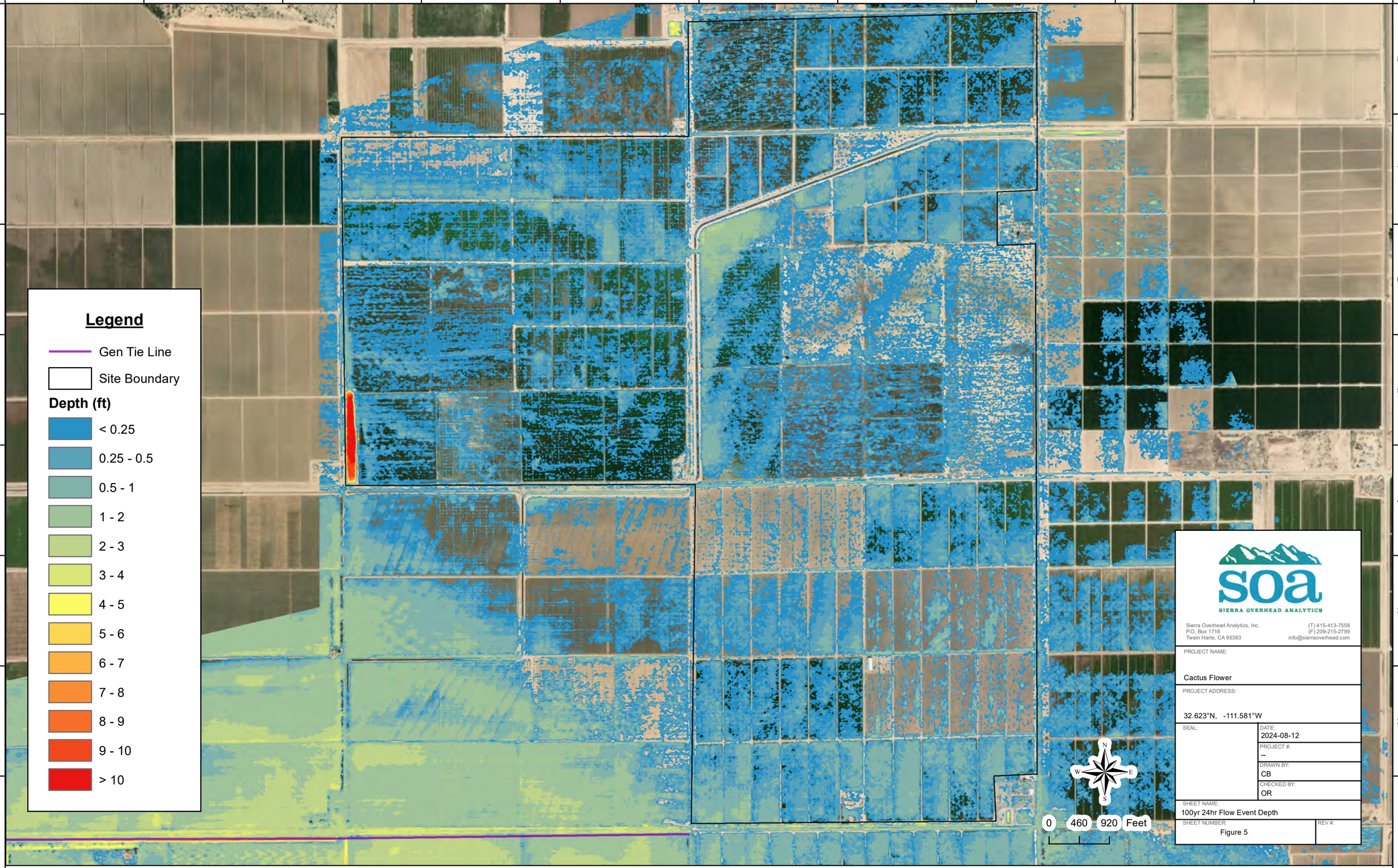
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SHEET NAME:
Minimum Infiltration Rate

SHEET NUMBER:
Figure 4

REV #:

Coordinate System: NAD 1983 StatePlane Arizona Central FIPS 0202 Feet Intl Basemap Source: ESRI Land Ownership and PLSS Source: BLM SEZ Source: Argonne National Laboratory



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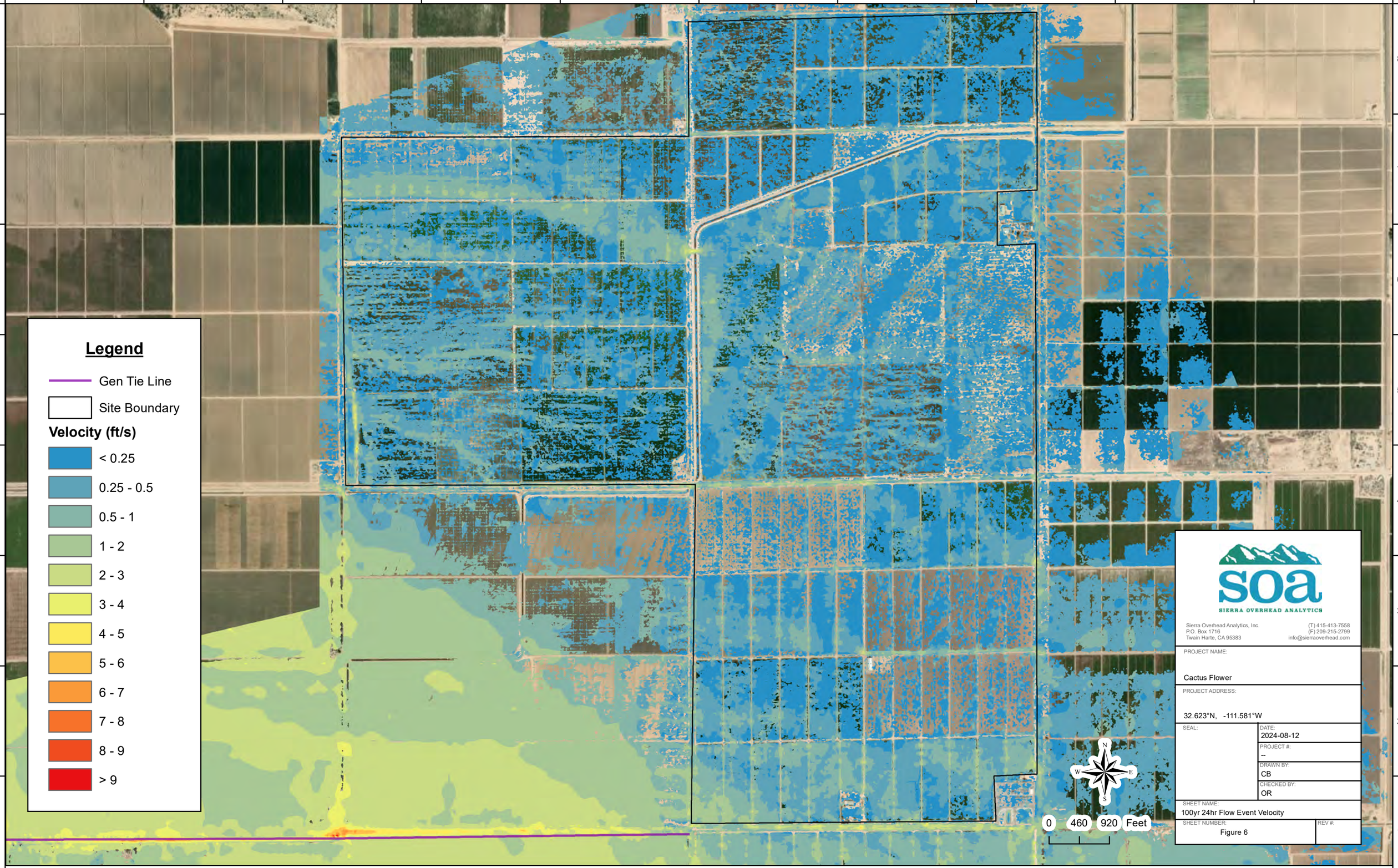
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SHEET NAME: 100yr 24hr Flow Event Depth
SHEET NUMBER: Figure 5
REV #:

Coordinate System: NAD 1983 StatePlane Arizona Central FIPS 0202 Feet Intl Basemap Source: ESRI Land Ownership and PLSS Source: BLM SEZ Source: Argonne National Laboratory



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SEAL:

DATE: 2024-08-12
PROJECT #: --
DRAWN BY: CB
CHECKED BY: OR

SHEET NAME: 100yr 24hr Flow Event Velocity
SHEET NUMBER: Figure 6
REV #:

Coordinate System: NAD 1983 StatePlane Arizona Central FIPS 0202 Feet Intl Basemap Source: ESRI Land Ownership and PLSS Source: BLM SEZ Source: Argonne National Laboratory

Legend

Gen Tie Line

Site Boundary

Scour (ft)

- < 0.25
- 0.25 - 0.5
- 0.5 - 1
- 1 - 2
- 2 - 3
- > 3

N

W E

S

0 460 920 Feet

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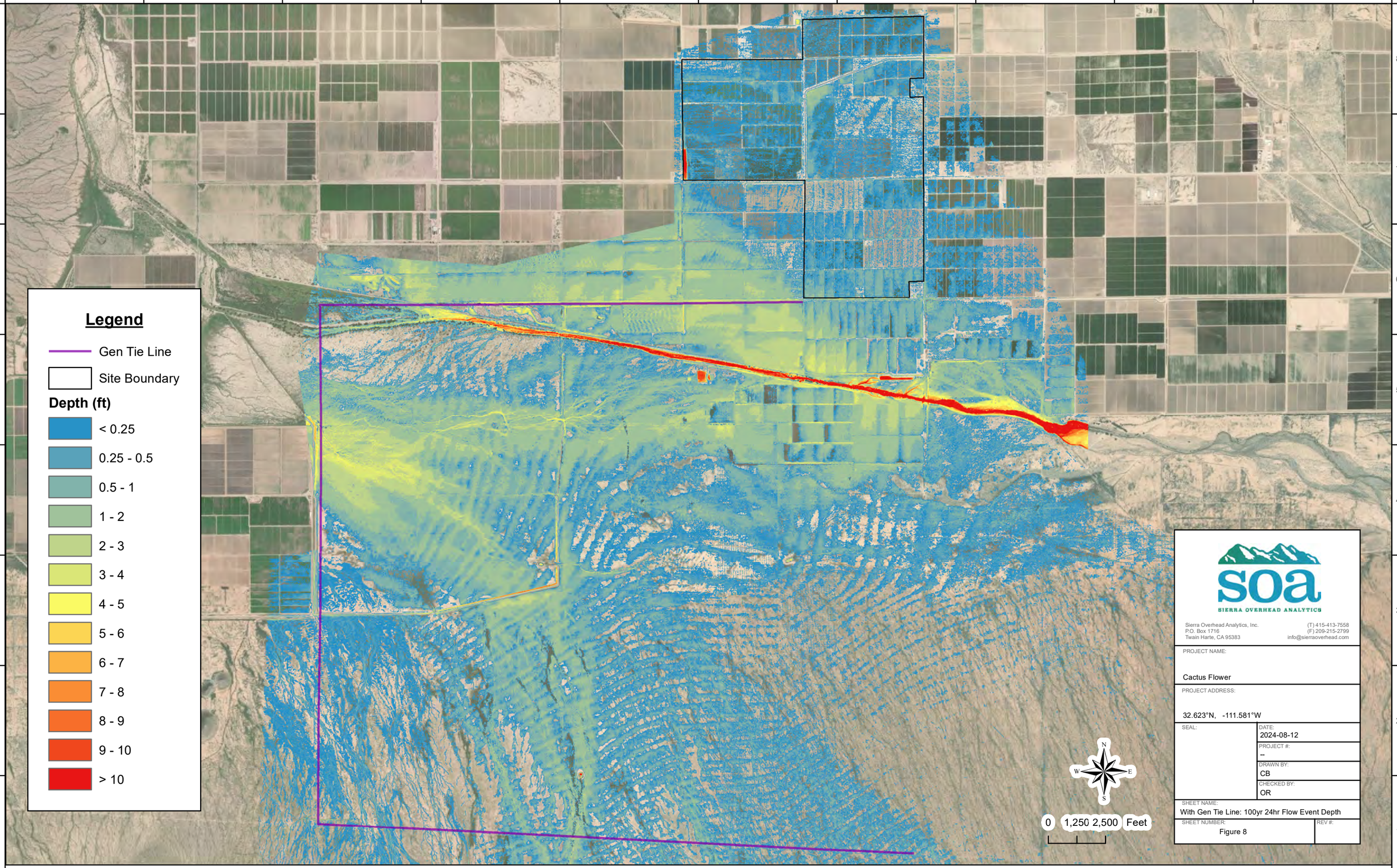
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SHEET NUMBER: Figure 7

REV #:

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32.623°N, -111.581°W

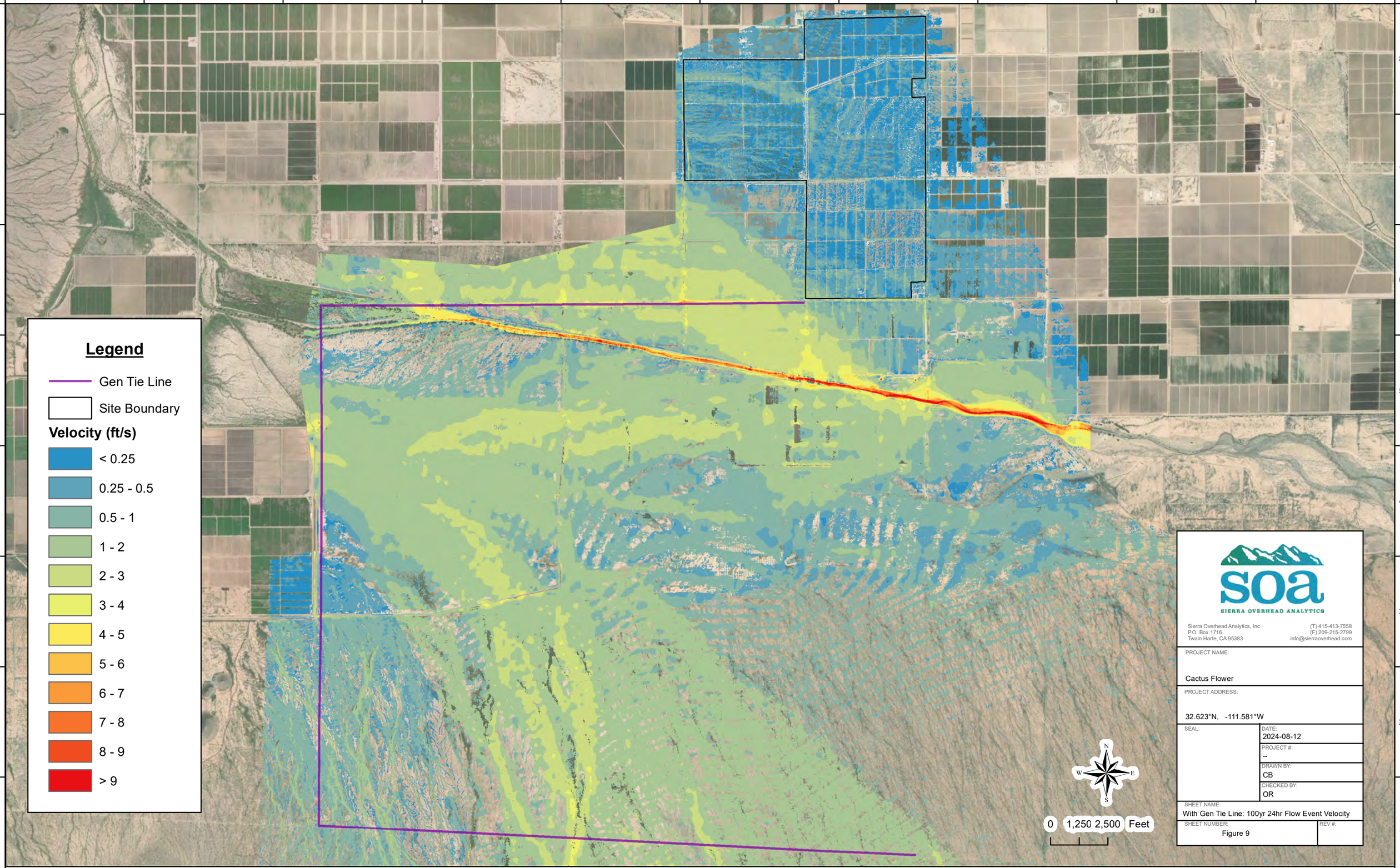
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SHEET NAME:
With Gen Tie Line: 100yr 24hr Flow Event Depth

SHEET NUMBER: Figure 8
REV #:

Coordinate System: NAD 1983 StatePlane Arizona Central FIPS 0202 Feet Intl Basemap Source: ESRI Land Ownership and PLSS Source: BLM SEZ Source: Argonne National Laboratory



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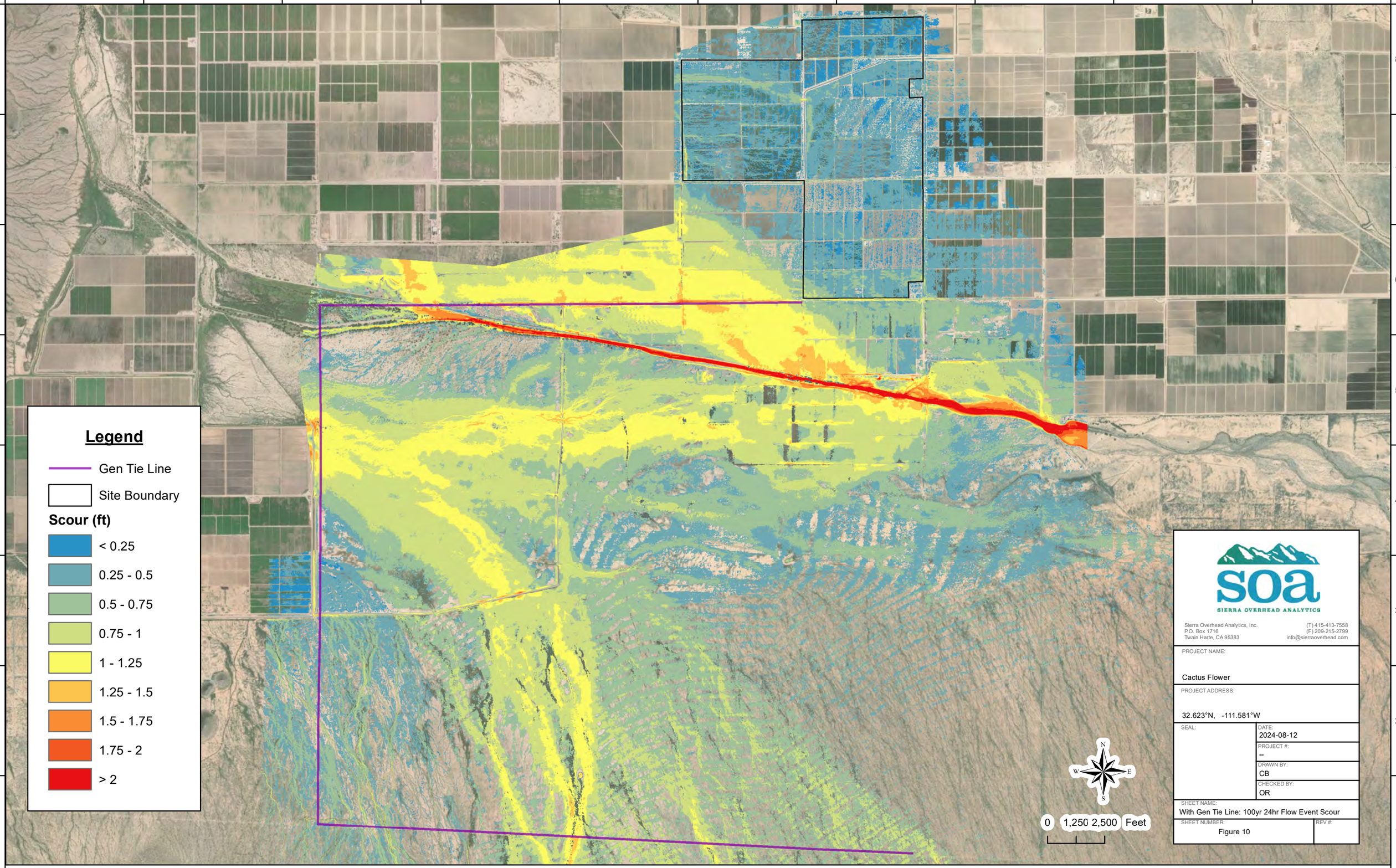
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SHEET NAME:
With Gen Tie Line: 100yr 24hr Flow Event Velocity

SHEET NUMBER: Figure 9
REV #:

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SHEET NAME:
With Gen Tie Line: 100yr 24hr Flow Event Scour

SHEET NUMBER:
Figure 10

REV #:

Coordinate System: NAD 1983 StatePlane Arizona Central FIPS 0202 Feet Intl Basemap Source: ESRI Land Ownership and PLSS Source: BLM SEZ Source: Argonne National Laboratory

APPENDIX B - Supporting Documentation

NRCS Custom Soil Resource Report for Pinal County, Arizona, Western Part
ANS Geo Preliminary Geotechnical Report (May 5, 2024)
TR-55 Chapter 2, Urban Hydrology For Small Watersheds (Excerpt)
HEC-18 Scour Manual, Chapter 7 (Excerpt)
USGS StreamStats Report

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Pinal County, Arizona, Western Part



November 19, 2021

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Contents

Preface.....2
How Soil Surveys Are Made.....5
Soil Map.....8
Soil Map.....9
Legend.....10
Map Unit Legend.....11
Map Unit Descriptions.....11
Pinal County, Arizona, Western Part.....13
13—Dateland fine sandy loam.....13
17—Denure fine sandy loam, 0 to 1 percent slopes.....14
18—Denure clay loam, 0 to 1 percent slopes.....15
21—Gilman fine sandy loam, 0 to 2 percent slopes.....16
22—Gilman clay loam.....17
24—Glenbar clay loam, 0 to 2 percent slopes.....18
29—Marana silty clay loam.....19
40—Rositas loamy fine sand.....21
42—Sasco silt loam.....22
References.....24

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.