When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ACCEPTING FROM THE STATE LAND DEPARTMENT, STATE OF ARIZONA, A PERPETUAL RIGHT-OF-WAY NO. 16-121498-00, FOR PUBLIC ROAD PURPOSES

WHEREAS, it is in the best interest of Pinal County to accept a perpetual Right-of-Way Lease No. 16-121498-00 for the purpose of locating, constructing, operating and maintaining a public road, also known as Peralta Road (the "**Peralta Road Project**"), being granted by the State of Arizona by and through the Arizona State Land Department, which is described in **Exhibit A** attached hereto and made a part hereof.

THEREFORE, BE IT RESOLVED that the Pinal County Board of Supervisors hereby approves and accepts the Right-of-Way No. 16-121498-00 for the Peralta Road Project.

BE IT FURTHER RESOLVED, the Chairman of the Pinal County Board of Supervisors is authorized to execute this resolution and any document necessary to affect the acceptance of the hereinabove described Right-of-Way.

PASSED AND ADOPTED this _____ day of _____, 2025, by the PINAL COUNTY BOARD OF SUPERVISORS.

_____
Chairman of the Board

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Deputy County Attorney

Exhibit A

[Arizona State Land Department – ROW No. 16-121498-00]

See following pages.

STATE LAND DEPARTMENT
STATE OF ARIZONA

Right of Way

R/W No. 16-121498-00

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

PINAL COUNTY

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

ARTICLE 1
SUBJECT LAND

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2
TERM

2.1 The term of this Right of Way commences on April 10, 2025 ("Commencement Date"), and runs for a perpetual term, unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3
RENT

3.1 Rental is due in advance for the term of this Right of Way document.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

ARTICLE 4
PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

Public road

4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5
CONFORMITY TO LAW

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6
CANCELLATION, TERMINATION AND ABANDONMENT

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

ARTICLE 7
INDEMNITY

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 8
RESERVATIONS; RELINQUISHMENTS

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 9
LOCATION, CONSTRUCTION AND MAINTENANCE

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 10
NATIVE PLANTS AND CULTURAL RESOURCES

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum

and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 11
GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

ARTICLE 12
MISCELLANEOUS

12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.

12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.

12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

ADDITIONAL CONDITIONS

These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT B attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

1.3 This Right of Way is for the purpose of a Public Roadway and does not permit any underground or above ground facilities without proper rights authorized or issued by Grantor, assignees or its successors.

1.3.1 This Right of Way prohibits the erection of any type advertising sign(s) or monument structure(s) without proper rights authorized or issued by Grantor, assignees or its successors.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (no larger than 11" x 17" format) and applicable drainage report(s),

engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

2.3 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

2.4.1 All vehicles and/or equipment entering State Trust land for maintenance of the Subject Land shall be power washed, including the undercarriage, to prevent the spread of noxious weeds.

2.5 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.6 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

2.7 All equipment shall be removed from the site within seven (7) days of project completion.

2.8 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way, and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.9 For construction after the Commencement Date of this Right of Way: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.10 For ground disturbance after the Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or

receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning

the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey, as documented in the report (ERO Resources Corp., 2023), Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.

4.2 If, following receipt of ASLD Cultural Resources Section approval to proceed, any additional archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during the course of ground disturbing activities, all work shall cease and the grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and Arizona State Land Department Cultural Resources Section Manager.

4.3 Except for archaeological investigations that are properly authorized under a project-specific Arizona Antiquities Act permit issued by the Arizona State Museum pursuant to A.R.S. §41-842, Grantee shall not cause nor allow any ground disturbing activity within the boundaries of the archaeological sites recorded at the Arizona State Museum as AZ U:11:257 (ASM), without first obtaining the written permission of Grantor. Grantee shall arrange for a permittee of the Arizona State Museum to flag these cultural resources for avoidance. If avoidance is not feasible Grantee shall provide Grantor with any archaeological plans, studies, or reports that may be needed for Grantor's use in consultation with the State Historic Preservation Office.

4.4 Provided any cultural resources are discovered, Grantee shall avoid the resource or if avoidance is not feasible Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office (SHPO) as required pursuant to the State Historic Preservation Act (A.R.S. 41-861 et seq). Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing

activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.5 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.6 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

4.7 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.8 Grantee shall only remove protected plants when specifically authorized to do so, and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.9 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.9.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.10 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.11 Grantee shall salvage or replant cactus and other protected plants.

4.12 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

5. SERVICE / ACCESS ROADS

5.1 Grantee shall acquire any permits necessary prior to the construction and maintenance of its service roads. Grantee shall construct new service roads with widths as narrow as possible.

5.2 Material for service road construction and maintenance (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State Trust lands without the proper permits and authorization.

5.3 Service roads shall be maintained in substantially the same condition as they exist at the time the Right of Way is issued except, if not drivable, they may be made drivable.

5.4 Grantee shall not fence nor gate the service roads without the prior written permission of the Grantor.

5.5 The service roads shall only be used by the Grantee in conjunction with said Right of Way grant and associated appurtenances.

5.6 Grantee shall avoid using service roads during wet weather or when too soft to travel over. The soil shall be deemed too wet to adequately support equipment if such equipment creates ruts in excess of six (6) inches deep.

5.7 Maintenance of the service roads may include dust control measures for the term of this Right of Way.

6. EXISTING LESSEES

6.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

6.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

6.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

6.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

6.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance, and inquire as to the presence/absence of livestock.

7. MISCELLANEOUS

7.1 Grantor, or its successors or assigns, reserves the right, upon the request of Lessee / Certificate of Purchase Holder / Permittee to relocate all or any portion of this Right of Way, provided however that the Lessee / Certificate of Purchase Holder / Permittee of the underlying State Trust land shall bear the full cost and expense of the relocation of any facilities on the Subject Land and on neighboring land regardless of ownership necessary to accommodate the relocation of the Right of Way. Relocation shall require an amendment to the description of the Subject Land, and may require payment of additional rental to Grantor, but in no case a diminution in rental, if necessary to compensate for any greater value of the amended Subject Land.

7.2 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

7.3 No altering of existing drainages or drainage structures is authorized under this instrument.

7.4 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

7.5 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

> **"Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way**

shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period."

7.6 Attached hereto as EXHIBIT A is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT A as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

8. EXHIBITS

8.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

EXHIBIT A	**Insurance Rider**
EXHIBIT B	**Legal Description and/or Visual Depiction of Right of Way**

BY SIGNATURE BELOW, ALL TERMS ARE AGREED TO AND ACCEPTED BY GRANTEE

✓ By: _____

✓ Title: Chairman of the Board

✓ Date: _____

[Remainder of this page left blank intentionally]

EXHIBIT A

INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

R-2 *Insurance Requirements* for Any Contractors Used by a Party to this Right of Way. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

General Aggregate:	**$2,000,000.00**
Products-Completed Operations Aggregate:	**$1,000,000.00**
Personal and Advertising Injury:	**$1,000,000.00**
Each Occurrence:	**$1,000,000.00**
Damage to Rented Premises:	**$ 100,000.00**

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- **Combined Single Limit (CSL) $1,000,000**

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1110 W. Washington St., Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage. Contractors and Subcontractors shall furnish Grantee with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by Grantee before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Way shall be sent directly to Grantee. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

F. Subcontractors. Grantee shall ensure and verify that all Contractors and Subcontractors have collectable insurance as evidenced by the certificates of insurance and endorsements for each Contractor and Subcontractor. If Grantee's Contractors or Subcontractors do not have or cannot obtain the required insurance coverages, Grantee's endorsements or certificates of insurance shall include all of its Contractors and Subcontractors as insured under its policies. All coverage for Contractors and Subcontractors shall be subject to the applicable insurance requirements identified in this

Article. Grantor reserves the right to require, at any time, proof from the Grantee that its Contractors and Subcontractors have the required coverage.

G. Approval. Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

EXHIBIT B

LEGAL DESCRIPTIONS AND/OR VISUAL DEPICTIONS ARE ATTACHED HERETO AND MADE APART OF THESE ADDITIONAL CONDITIONS

NOTE:
THESE LEGAL DESCRIPTIONS AND EXHIBITS SUPERSEDE ALL PREVIOUS LEGAL DESCRIPTIONS AND EXHIBITS OF RECORD.

SEE FOLLOWING PAGES (1-21)

EXHIBIT - PAGE 1

Parcel Number:		**Date Prepared:**	September 18, 2024
Owner:	Arizona State Land Department	**Station Range:**	
		Beginning:	266+25.58
ROW Acquisition:	5.52 acres	**Ending:**	303+94.63
Project Information		**Description Prepared By:** R.E.Y. Engineers, Inc., under contract with AtkinsRéalis, for the United States Department of Transportation, Central Federal Lands Highway Division	
Project Number:	AZ FLAP PIN FR77(1)		
Project Name:	Peralta Road		
Location:	Gold Canyon, AZ		

A parcel of land lying in the east half of Section 1, Township 1 South, Range 9 East, Gila and Salt River Meridian, Pinal County, Arizona, said parcel being included in a strip of land variable in width, lying left (northwesterly) and right (southeasterly) of the following described centerline:

Beginning at Engineer's Centerline Station (hereinafter called Station) 266+25.58; said Station being on the south line of said Section 1, from which a broken off iron 1" pipe, accepted as the original GLO monument, marking the south quarter corner of said section bears S 89°31'23" W, 357.02 feet:

thence, along said centerline, along a curve to the left, having a radius of 170.00 feet, a central angle of 21°20'22", and an arc distance of 63.32 feet; said curve being subtended by a chord of N 23°14'34" E, a distance of 62.95 feet, to PRC Station 266+88.89;

thence along a reverse curve to the right, having a radius of 170.00 feet, a central angle of 37°51'41", and an arc distance of 112.34 feet; said curve being subtended by a chord of N 31°30'13" E, a distance of 110.30 feet to PT Station 268+01.23;

thence N 50°26'04" E, 73.63 feet to PC Station 268+74.86;

thence along a curve to the right, having a radius of 300.00 feet, a central angle of 21°26'53", and an arc distance of 112.30 feet; said curve being subtended by a chord of N 61°09'30" E, a distance of 111.65 feet to PT Station 269+87.16;

thence N 71°52'57" E, 31.50 feet to PC Station 270+18.66;

thence along a curve to the left, having a radius of 300.00 feet, a central angle of 21°16'59", and an arc distance of 111.44 feet; said curve being subtended by a chord of N 61°14'28" E, a distance of 110.80 feet to PT Station 271+30.10;

thence N 50°35'59" E, 62.00 feet to PC Station 271+92.10;

thence along a curve to the left, having a radius of 220.00 feet, a central angle of 31°00'01", and an arc distance of 119.03 feet; said curve being subtended by a chord of N 35°05'58" E, a distance of 117.59 feet to PT Station 273+11.13;

thence N 19°35'57" E, 64.85 feet to PC Station 273+75.98;

thence along a curve to the right, having a radius of 225.00 feet, a central angle of 39°14'50", and an arc distance of 154.12 feet; said curve being subtended by a chord of N 39°13'22" E, a distance of 151.13 feet to PRC Station 275+30.10;

thence along a reverse curve to the left, having a radius of 1200.00 feet, a central angle of 8°32'41", and an arc distance of 178.96 feet; said curve being subtended by a chord of N 54°34'26" E, a distance of 178.80 feet to PT Station 277+09.06;

thence N 50°18'06" E, 120.13 feet to PC Station 278+29.19;

thence along a curve to the left, having a radius of 500.00 feet, a central angle of 25°50'15", and an arc distance of 225.47 feet; said curve being subtended by a chord of N 37°22'58" E, a distance of 223.57 feet to PT Station 280+54.67;

thence N 24°27'51" E, 261.56 feet to PC Station 283+16.23;

thence along a curve to the left, having a radius of 200.00 feet, a central angle of 41°47'37", and an arc distance of 145.89 feet; said curve being subtended by a chord of N 3°34'02" E, a distance of 142.67 feet to PT Station 284+62.11;

thence N 17°19'46" W, 62.41 feet to PC Station 285+24.52;

thence along a curve to the right, having a radius of 170.00 feet, a central angle of 78°41'32", and an arc distance of 233.48 feet; said curve being subtended by a chord of N 22°01'00" E, a distance of 215.56 feet to PT Station 287+58.01;

thence N 61°21'46" E, 128.01 feet to PC Station 288+86.02;

thence along a curve to the left, having a radius of 700.00 feet, a central angle of 13°40'29", and an arc distance of 167.07 feet; said curve being subtended by a chord of N 54°31'31" E, a distance of 166.67 feet to PT Station 290+53.09;

thence N 47°41'16" E, 311.91 feet to PC Station 293+65.00;

thence along a curve to the left, having a radius of 170.00 feet, a central angle of 28°55'12", and an arc distance of 85.81 feet; said curve being subtended by a chord of N 33°13'40" E, a distance of 84.90 feet to PT Station 294+50.80;

thence N 18°46'05" E, 108.62 feet to PC Station 295+59.42;

thence along a curve to the right, having a radius of 815.00 feet, a central angle of 22°18'05", and an arc distance of 317.22 feet; said curve being subtended by a chord of N 29°55'07" E, a distance of 315.23 feet to PCC Station 298+76.65;

thence along a compound curve to the right, having a radius of 210.00 feet, a central angle of 23°59'48", and an arc distance of 87.95 feet; said curve being subtended by a chord of N 53°04'03" E, a distance of 87.31 feet to PT Station 299+64.60;

thence N 65°03'57" E, 109.67 feet to PC Station 300+74.27;

thence along a curve to the left, having a radius of 350.00 feet, a central angle of 19°43'04", and an arc distance of 120.45 feet; said curve being subtended by a chord of N 55°12'25" E, a distance of 119.85 feet to PCC Station 301+94.72;

thence along a compound curve to the left, having a radius of 800.00 feet, a central angle of 13°10'58", and an arc distance of 184.07 feet; said curve being subtended by a chord of N 38°45'25" E, a distance of 183.66 feet to PT Station 303+78.79;

thence N 32°09'56" E, 15.84 feet to a point on the east line of said Section 1, Station 303+94.63, from which a GLO brass cap marking the east quarter corner of said section 1 bears S 00°21'04" E, 108.48 feet, said point being the point of termination of the herein described centerline.

Station and Offsets of Left (Northwesterly) Right of Way Line

Station	Offset Left of Centerline
265+99.13	-30.00
267+05.00	-30.00
267+05.00	-40.00
267+50.00	-40.00
267+50.00	-30.00
273+10.00	-30.00
273+10.00	-45.00
273+60.00	-45.00
273+60.00	-30.00

Station	Offset Left of Centerline
293+15.00	-40.00
293+15.00	-30.00
296+10.00	-30.00
296+10.00	-40.00
296+40.00	-40.00
296+40.00	-30.00
299+85.00	-30.00
299+85.00	-60.00
300+70.00	-60.00

(Columns continue on next page)

EXHIBIT - PAGE 3

275+80.00	-30.00
275+80.00	-40.00
276+10.00	-40.00
276+10.00	-30.00
292+80.00	-30.00
292+80.00	-40.00

300+70.00	-30.00
302+90.00	-30.00
302+90.00	-40.00
303+20.00	-40.00
303+20.00	-30.00
304+41.69	-30.00

Station and Offsets of Right (Southeasterly) Right of Way Line

Station	Offset Right of Centerline
266+42.49	30.00
266+75.00	30.00
266+75.00*	50.00*
267+35.00	60.00
267+35.00	30.00
272+80.00	30.00
272+80.00	65.00
273+30.00	65.00
273+30.00	30.00
275+20.00	30.00
275+20.00	50.00
275+60.00	50.00
275+60.00	30.00
292+80.00	30.00
292+80.00	50.00

Station	Offset Right of Centerline
293+15.00	50.00
293+15.00	30.00
296+05.00	30.00
296+05.00	50.00
296+45.00	50.00
296+45.00	30.00
299+00.00	30.00
299+00.00	60.00
300+15.00	60.00
300+15.00	30.00
302+35.00	30.00
302+35.00	45.00
302+70.00	45.00
302+70.00	30.00
303+49.53	30.00

*on a straight line to the following point

The above lines run parallel or perpendicular to the described centerline, except where noted.

Said strip of land contains 5.52 acres, more or less.

The described centerline and side lines are to be lengthened or shortened, along their respective arc or tangent, to originate or terminate on the south and east lines of said Section 1.

Distances shown are grid (International Feet), bearings are based on Arizona State Plane Central Zone, NAD83(2011) 2010.00. To convert grid distances to ground, divide grid distances by 0.99983521.



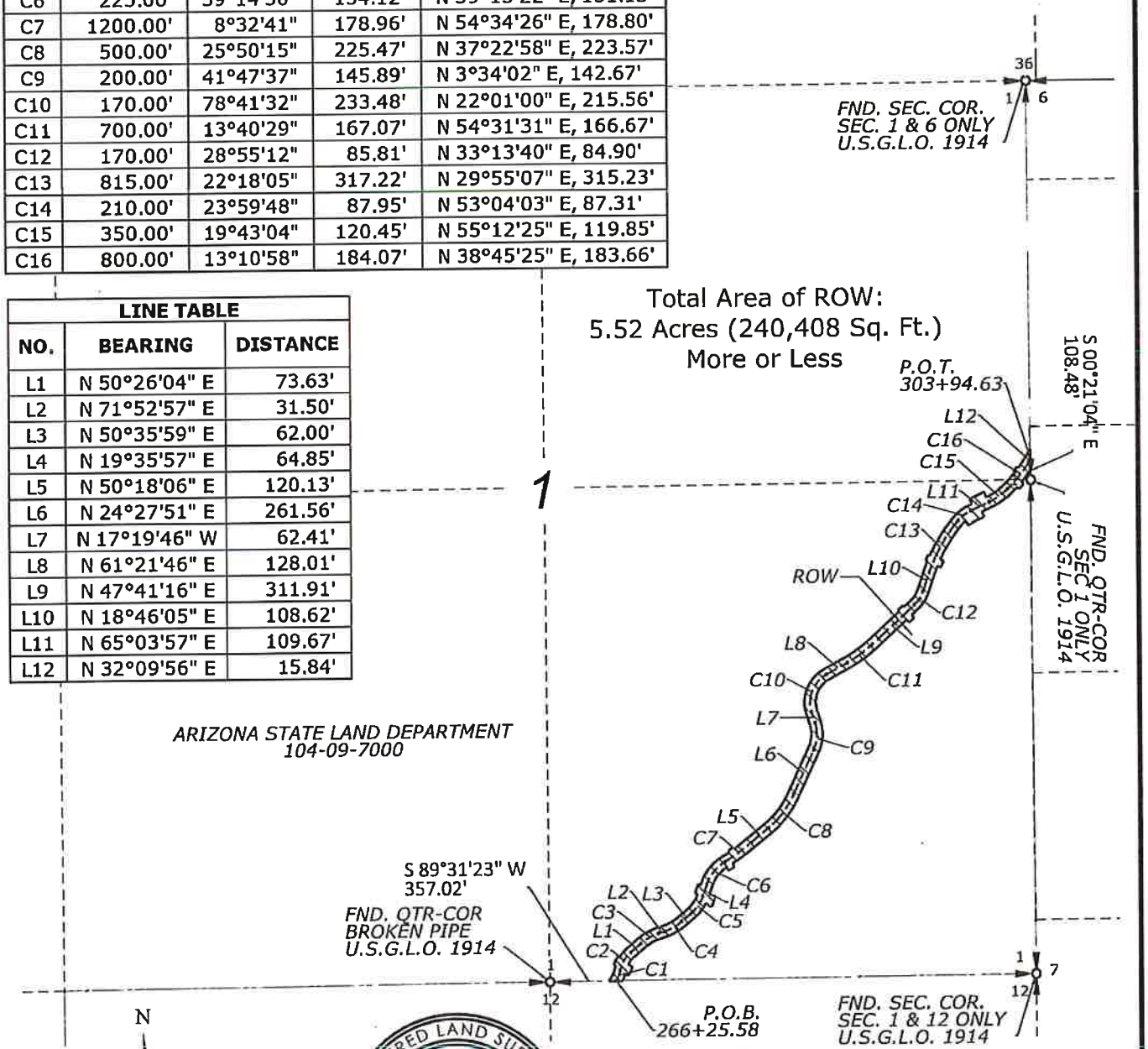
EXHIBIT - PAGE 4

STATE	PROJECT	PAGE
AZ	AZ FLAP PIN FR77(1) PERALTA ROAD	4 OF 5

CURVE TABLE				
NO.	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C1	170.00'	21°20'22"	63.32'	N 23°14'34" E, 62.95'
C2	170.00'	37°51'41"	112.34'	N 31°30'13" E, 110.30'
C3	300.00'	21°26'53"	112.30'	N 61°09'30" E, 111.65'
C4	300.00'	21°16'59"	111.44'	N 61°14'28" E, 110.80'
C5	220.00'	31°00'01"	119.03'	N 35°05'58" E, 117.59'
C6	225.00'	39°14'50"	154.12'	N 39°13'22" E, 151.13'
C7	1200.00'	8°32'41"	178.96'	N 54°34'26" E, 178.80'
C8	500.00'	25°50'15"	225.47'	N 37°22'58" E, 223.57'
C9	200.00'	41°47'37"	145.89'	N 3°34'02" E, 142.67'
C10	170.00'	78°41'32"	233.48'	N 22°01'00" E, 215.56'
C11	700.00'	13°40'29"	167.07'	N 54°31'31" E, 166.67'
C12	170.00'	28°55'12"	85.81'	N 33°13'40" E, 84.90'
C13	815.00'	22°18'05"	317.22'	N 29°55'07" E, 315.23'
C14	210.00'	23°59'48"	87.95'	N 53°04'03" E, 87.31'
C15	350.00'	19°43'04"	120.45'	N 55°12'25" E, 119.85'
C16	800.00'	13°10'58"	184.07'	N 38°45'25" E, 183.66'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 50°26'04" E	73.63'
L2	N 71°52'57" E	31.50'
L3	N 50°35'59" E	62.00'
L4	N 19°35'57" E	64.85'
L5	N 50°18'06" E	120.13'
L6	N 24°27'51" E	261.56'
L7	N 17°19'46" W	62.41'
L8	N 61°21'46" E	128.01'
L9	N 47°41'16" E	311.91'
L10	N 18°46'05" E	108.62'
L11	N 65°03'57" E	109.67'
L12	N 32°09'56" E	15.84'

Total Area of ROW:
5.52 Acres (240,408 Sq. Ft.)
More or Less



N

Scale In feet
400 200 0 400 800

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
76574
JOSEPH
FEYDER
DATE SIGNED 9/18/24
ARIZONA U.S.A.

Section 1, Township 1 South, Range 9 East
Gila and Salt River Meridian
Pinal County, Arizona

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

GOLD CANYON, ARIZONA
PERALTA ROAD
ROW ACQUISITION

C:_Projects\0334 - Atkins\Peralta Road\AZ FLAP PIN FR77(1) - ROW Maps.dgn [InUF]
23 September 2024 3:07 PM

EXHIBIT - PAGE 5

STATE	PROJECT	PAGE
AZ	AZ FLAP PIN FR77(1) PERALTA ROAD	5 OF 5

LEFT RIGHT OF WAY - STATION & OFFSETS

Station	Offset Left of Centerline
265+99.13	-30.00
267+05.00	-30.00
267+05.00	-40.00
267+50.00	-40.00
267+50.00	-30.00
273+10.00	-30.00
273+10.00	-45.00
273+60.00	-45.00
273+60.00	-30.00
275+80.00	-30.00
275+80.00	-40.00
276+10.00	-40.00
276+10.00	-30.00
292+80.00	-30.00
292+80.00	-40.00

(CONT.)

Station	Offset Left of Centerline
293+15.00	-40.00
293+15.00	-30.00
296+10.00	-30.00
296+10.00	-40.00
296+40.00	-40.00
296+40.00	-30.00
299+85.00	-30.00
299+85.00	-60.00
300+70.00	-60.00
300+70.00	-30.00
302+90.00	-30.00
302+90.00	-40.00
303+20.00	-40.00
303+20.00	-30.00
304+41.69	-30.00

RIGHT RIGHT OF WAY - STATION & OFFSETS

Station	Offset Right of Centerline
266+42.49	30.00
266+75.00	30.00
266+75.00*	50.00*
267+35.00	60.00
267+35.00	30.00
272+80.00	30.00
272+80.00	65.00
273+30.00	65.00
273+30.00	30.00
275+20.00	30.00
275+20.00	50.00
275+60.00	50.00
275+60.00	30.00
292+80.00	30.00
292+80.00	50.00

(CONT.)

Station	Offset Right of Centerline
293+15.00	50.00
293+15.00	30.00
296+05.00	30.00
296+05.00	50.00
296+45.00	50.00
296+45.00	30.00
299+00.00	30.00
299+00.00	60.00
300+15.00	60.00
300+15.00	30.00
302+35.00	30.00
302+35.00	45.00
302+70.00	45.00
302+70.00	30.00
303+49.53	30.00

Section 1, Township 1 South, Range 9 East
Gila and Salt River Meridian
Pinal County, Arizona

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

GOLD CANYON, ARIZONA
PERALTA ROAD
ROW ACQUISITION

C:_Projects\0334 - Atkins\Peralta Road\AZ FLAP PIN FR77(1) - ROW Maps.dgn [IntlFt]
23 September 2024 3:07 PM

EXHIBIT - PAGE 1

Parcel Number:		**Date Prepared:**	March 1, 2024
Owner:	Arizona State Land Department	**Station Range:**	
		Beginning:	150+42.86
ROW Acquisition:	1.46 acres	**Ending:**	160+99.41
Project Information		**Description Prepared By:** R.E.Y. Engineers, Inc., under contract with AtkinsRéalis, for the United States Department of Transportation, Central Federal Lands Highway Division	
Project Number:	AZ FLAP PIN FR77(1)		
Project Name:	Peralta Road		
Location:	Gold Canyon, AZ		

A strip of land being sixty (60.00) feet in width, across the southeast quarter of Section 10, Township 1 South, Range 9 East, Gila and Salt River Meridian, Pinal County, Arizona. The centerline of said strip of land being more particularly as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 150+42.86; said Station being on the south line of said Section 10, from which a GLO brass cap marking the southeast corner of said section bears N 89°15'23" E, 971.48 feet;

thence, along said centerline, N 48°10'05" E, 126.82 feet to PC Station 151+69.67;

thence along a curve to the right, having a radius of 340.00 feet, a central angle of 26°01'44", and an arc distance of 154.46 feet; said curve being subtended by a chord of N 61°10'57" E, a distance of 153.13 feet to PCC Station 153+24.13;

thence along a compound curve to the right, having a radius of 1000.00 feet, a central angle of 17°37'41", and an arc distance of 307.67 feet; said curve being subtended by a chord of N 83°00'40" E, a distance of 306.46 feet to PT Station 156+31.80;

thence S 88°10'29" E, 77.26 feet to PC Station 157+09.06;

thence along a curve to the left, having a radius of 525.00 feet, a central angle of 42°20'53", and an arc distance of 388.03 feet; said curve being subtended by a chord of N 70°39'04" E, a distance of 379.26 feet to PT Station 160+97.09;

thence N 49°28'38" E, 2.32 feet to a point on the east line of said Section 10, Station 160+99.41, from which said GLO brass cap marking the southeast corner of said section bears S 00°19'20" E, 307.78 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 1.46 acres, more or less.

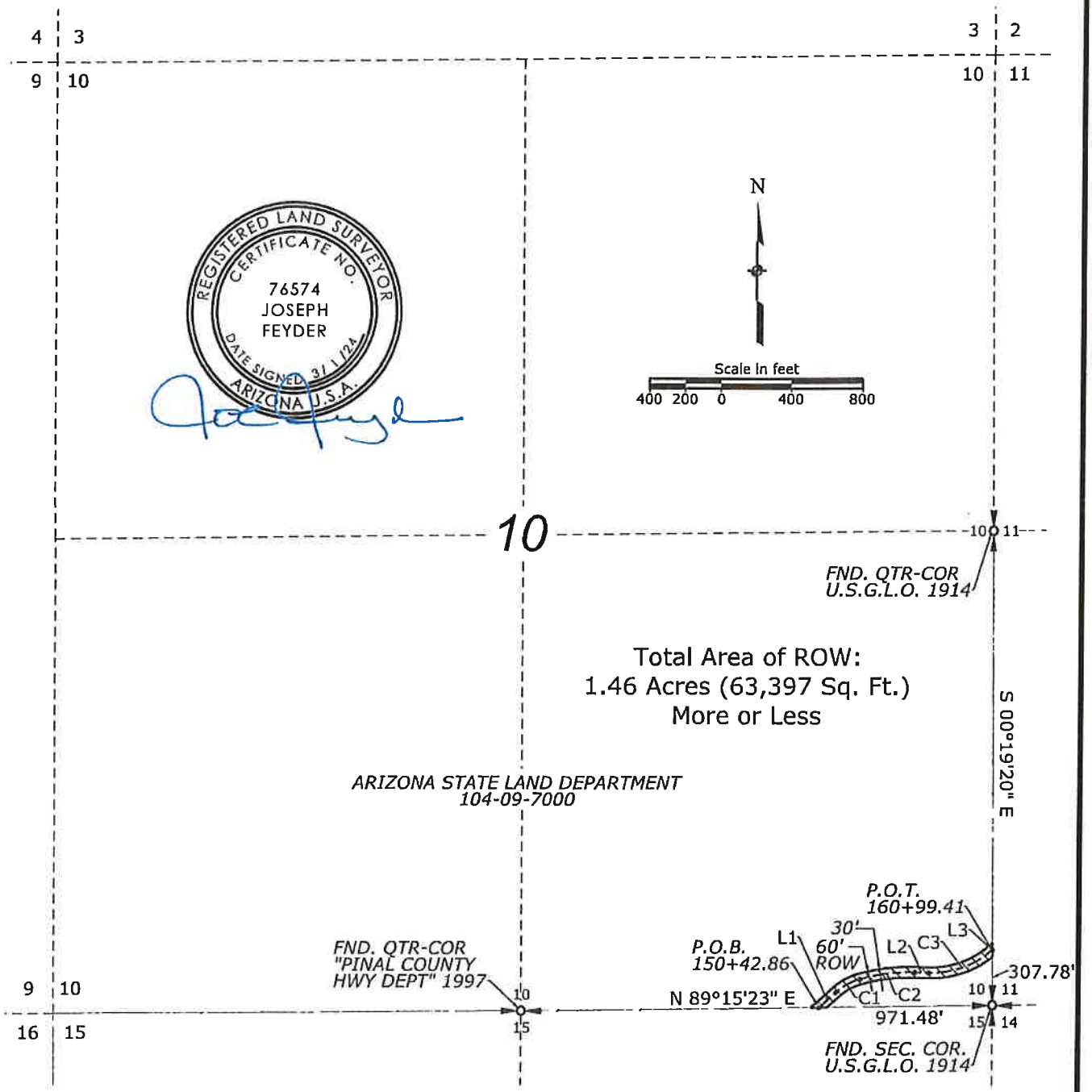
The described centerline and side lines are to be lengthened or shortened, along their respective arc or tangent, to originate or terminate on the south and east lines of said Section 10.

Distances shown are grid (International Feet), bearings are based on Arizona State Plane Central Zone, NAD83(2011) 2010.00. To convert grid distances to ground, divide grid distances by 0.99983521.



EXHIBIT - PAGE 2

STATE	PROJECT	PAGE
AZ	AZ FLAP PIN FR77(1) PERALTA ROAD	2 OF 2



CURVE TABLE				
NO.	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C1	340.00'	26°01'44"	154.46'	N 61°10'57" E, 153.13'
C2	1000.00'	17°37'41"	307.67'	N 83°00'40" E, 306.46'
C3	525.00'	42°20'53"	388.03'	N 70°39'04" E, 379.26'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 48°10'05" E	126.82'
L2	S 88°10'29" E	77.26'
L3	N 49°28'38" E	2.32'

Section 10, Township 1 South, Range 9 East
Gila and Salt River Meridian
Pinal County, Arizona

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

GOLD CANYON, ARIZONA
PERALTA ROAD
ROW ACQUISITION

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EXHIBIT - PAGE 1

Parcel Number:		**Date Prepared:**	September 12, 2024
Owner:	Arizona State Land Department	**Station Range:**	
		Beginning:	160+99.41
ROW Acquisition:	10.20 acres	**Ending:**	232+34.04
Project Information		**Description Prepared By:** R.E.Y. Engineers, Inc., under contract with AtkinsRéalis, for the United States Department of Transportation, Central Federal Lands Highway Division	
Project Number:	AZ FLAP PIN FR77(1)		
Project Name:	Peralta Road		
Location:	Gold Canyon, AZ		

A parcel of land lying in Section 11 in Township 1 South, Range 9 East, Gila and Salt River Meridian, Pinal County, Arizona, said parcel being included in a strip of land variable in width, lying left (northwesterly) and right (southeasterly) of the following described centerline:

Beginning at Engineer's Centerline Station (hereinafter called Station) 160+99.41; said Station being on the west line of said Section 11, from which a GLO brass cap marking the southwest corner of said section bears S 00°19'20" E, 307.78 feet;

thence, along said centerline, N 49°28'38" E, 412.55 feet to PC Station 165+11.96,

thence along a curve to the left, having a radius of 250.00 feet, a central angle of 32°16'47", and an arc distance of 140.85 feet; said curve being subtended by a chord of N 33°20'14" E, a distance of 138.99 feet to PT Station 166+52.81;

thence N 17°11'51" E, 283.81 feet to PC Station 169+36.62;

thence along a curve to the right, having a radius of 1200.00 feet, a central angle of 9°53'01", and an arc distance of 207.00 feet; said curve being subtended by a chord of N 22°08'21" E, a distance of 206.75 feet to PT Station 171+43.62;

thence N 27°04'52" E, 81.53 feet to PC Station 172+25.15;

thence along a curve to the left, having a radius of 670.00 feet, a central angle of 12°44'54", and an arc distance of 149.08 feet; said curve being subtended by a chord of N 20°42'25" E, a distance of 148.77 feet to PT Station 173+74.23;

thence N 14°19'57" E, 119.91 feet to PC Station 174+94.14;

thence along a curve to the right, having a radius of 900.00 feet, a central angle of 27°35'09", and an arc distance of 433.32 feet; said curve being subtended by a chord of N 28°07'32" E, a distance of 429.14 feet to PCC Station 179+27.46,

thence along a compound curve to the right, having a radius of 615.00 feet, a central angle of 48°41'08", and an arc distance of 522.58 feet; said curve being subtended by a chord of N 66°15'40" E, a distance of 507.00 feet to PT Station 184+50.04;

thence S 89°23'46" E, 603.01 feet to PC Station 190+53.05;

thence along a curve to the left, having a radius of 450.00 feet, a central angle of 44°05'00", and an arc distance of 346.23 feet; said curve being subtended by a chord of N 68°33'45" E, a distance of 337.75 feet to PT Station 193+99.28;

thence N 46°31'15" E, 200.20 feet to PC Station 195+99.48,

thence along a curve to the left, having a radius of 450.00 feet, a central angle of 26°01'49", and an arc distance of 204.44 feet; said curve being subtended by a chord of N 33°30'21" E, a distance of 202.69 feet to PRC Station 198+03.92;

thence along a reverse curve to the right, having a radius of 1050.00 feet, a central angle of 10°48'32", and an arc distance of 198.09 feet; said curve being subtended by a chord of N 25°53'42" E, a distance of 197.79 feet to PT Station 200+02.00;

thence N 31°17'59" E, 373.90 feet to PC Station 203+75.90;

thence along a curve to the right, having a radius of 670.00 feet, a central angle of 57°55'26", and an arc distance of 677.35 feet; said curve being subtended by a chord of N 60°15'42" E, a distance of 648.87 feet to PT Station 210+53.25;

thence N 89°13'25" E, 323.63 feet to PC Station 213+76.88;

thence along a curve to the left, having a radius of 170.00 feet, a central angle of 43°39'46", and an arc distance of 129.55 feet; said curve being subtended by a chord of N 67°23'32" E, a distance of 126.44 feet to PT Station 215+06.43;

thence N 45°33'39" E, 91.72 feet to PC Station 215+98.15;

thence along a curve to the right, having a radius of 1000.00 feet, a central angle of 7°56'43", and an arc distance of 138.67 feet; said curve being subtended by a chord of N 49°32'00" E, a distance of 138.56 feet to PT Station 217+36.82;

thence N 53°30'22" E, 182.03 feet to PC Station 219+18.85;

thence along a curve to the right, having a radius of 1980.00 feet, a central angle of 9°32'17", and an arc distance of 329.61 feet; said curve being subtended by a chord of N 58°16'30" E, a distance of 329.23 feet to PCC Station 222+48.46;

thence along a compound curve to the right, having a radius of 1000.00 feet, a central angle of 19°29'59", and an arc distance of 340.34 feet; said curve being subtended by a chord of N 72°47'38" E, a distance of 338.70 feet to PRC Station 225+88.79;

thence along a reverse curve to the left, having a radius of 235.00 feet, a central angle of 32°31'31", and an arc distance of 133.40 feet; said curve being subtended by a chord of N 66°16'52" E, a distance of 131.62 feet to PT Station 227+22.20;

thence N 50°01'07" E, 311.44 feet to PC Station 230+33.64;

thence along a curve to the right, having a radius of 615.00 feet, a central angle of 7°11'08", and an arc distance of 77.13 feet; said curve being subtended by a chord of N 53°36'41" E, a distance of 77.08 feet to PT Station 231+10.77;

thence N 57°12'15" E, 113.80 feet to PC Station 232+24.57;

thence along a curve to the left, having a radius of 220.00 feet, a central angle of 2°27'57", and an arc distance of 9.47 feet; said curve being subtended by a chord of N 55°58'17" E, a distance of 9.47 feet to a point on the east line of said Section 11, Station 232+34.04, from which said GLO brass cap marking the northeast corner of said section bears N 00°19'09" W, 1073.11 feet, said point being the point of termination of the herein described centerline.

Station and Offsets of Left (Northwesterly) Right of Way Line

Station	Offset Left of Centerline
161+24.77	-30.00
162+25.00	-30.00
162+25.00	-50.00
163+60.00	-50.00
163+60.00	-30.00
172+45.00	-30.00
172+45.00	-50.00
172+80.00	-50.00
172+80.00	-30.00
176+30.00	-30.00

Station	Offset Left of Centerline
178+55.00	-30.00
195+00.00	-30.00
195+00.00	-45.00
195+35.00	-45.00
195+35.00	-30.00
214+10.00	-30.00
214+10.00	-40.00
215+15.00	-40.00
215+15.00	-30.00
225+15.00	-30.00

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EXHIBIT - PAGE 3

176+30.00	-40.00
176+55.00	-40.00
176+55.00	-30.00
178+20.00	-30.00
178+20.00	-60.00
178+55.00	-60.00

225+15.00	-50.00
226+35.00	-50.00
226+35.00	-30.00
232+60.00	-30.00
232+60.00	-50.00
232+83.54	-50.00

Station and Offsets of Right (Southeasterly) Right of Way Line

Station	Offset Right of Centerline
160+75.67	30.00
162+25.00	30.00
162+25.00	45.00
163+60.00	45.00
163+60.00	30.00
172+85.00	30.00
172+85.00	45.00
173+15.00	45.00
173+15.00	30.00
176+40.00	30.00
176+40.00	40.00
176+65.00	40.00
176+65.00	30.00
178+90.00	30.00
178+90.00	45.00

Station	Offset Right of Centerline
179+15.00	45.00
179+15.00	30.00
195+20.00	30.00
195+20.00	40.00
195+55.00	40.00
195+55.00	30.00
213+85.00	30.00
213+85.00	65.00
214+30.00	65.00
214+30.00	30.00
225+05.00	30.00
225+05.00	50.00
226+20.00	50.00
226+20.00	30.00
232+14.81	30.00

Said strip of land contains 10.20 acres, more or less.

The above lines run parallel and perpendicular to the described centerline.

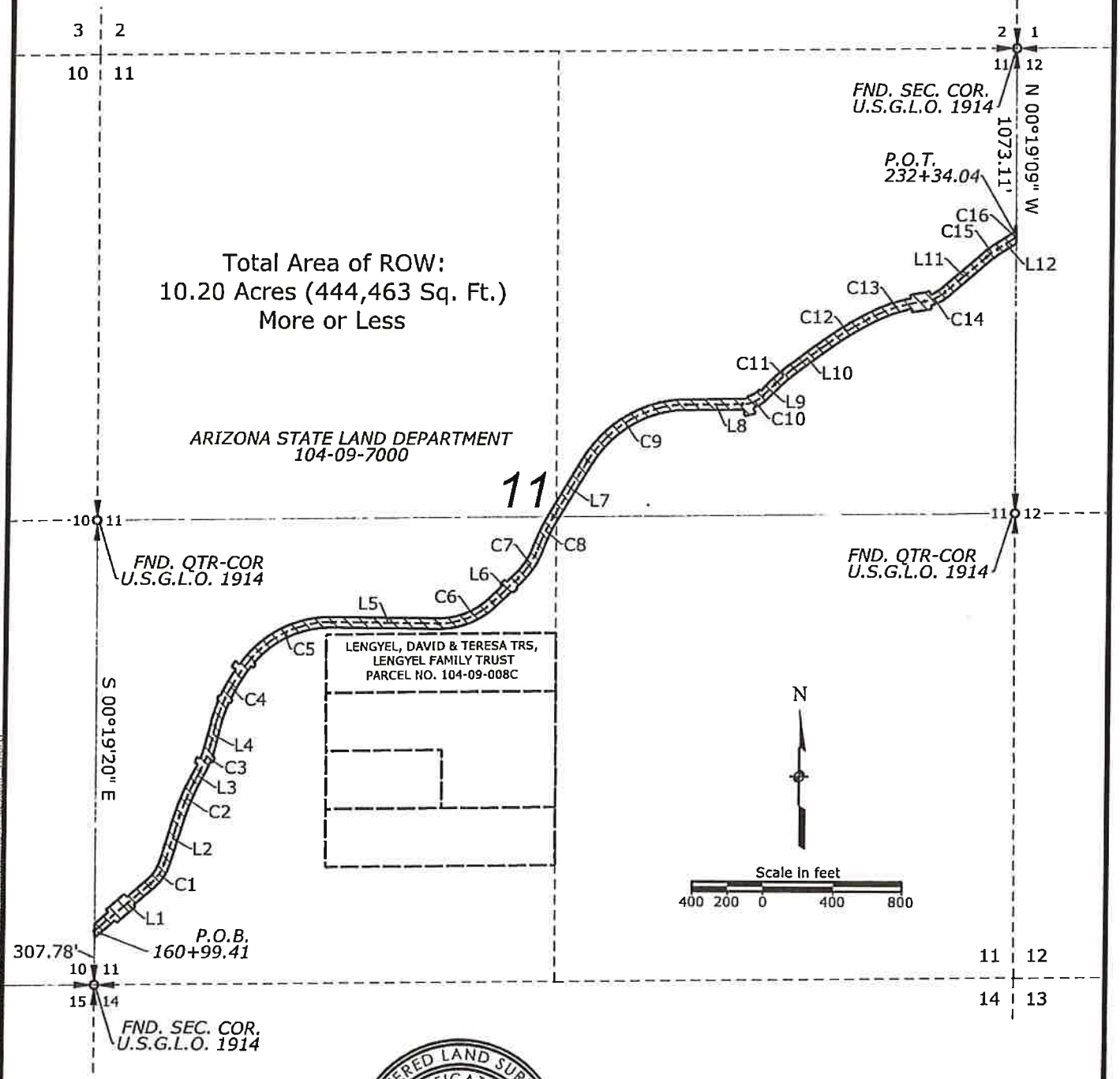
The described centerline and side lines are to be lengthened or shortened, along their respective arc or tangent, to originate or terminate on the west and east lines of said Section 11.

Distances shown are grid (International Feet), bearings are based on Arizona State Plane Central Zone, NAD83(2011) 2010.00. To convert grid distances to ground, divide grid distances by 0.99983521.



EXHIBIT - PAGE 4

STATE	PROJECT	PAGE
AZ	AZ FLAP PIN FR77(1) PERALTA ROAD	4 OF 6



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
76574
JOSEPH
FEYDER
DATE SIGNED 9/16/24
ARIZONA U.S.A.

Section 11, Township 1 South, Range 9 East
Gila and Salt River Meridian
Pinal County, Arizona

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

GOLD CANYON, ARIZONA
PERALTA ROAD
ROW ACQUISITION

SEE PGS 5 AND 6 FOR CURVE AND LINE TABLES AND RIGHT OF WAY STATION AND OFFSETS

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EXHIBIT - PAGE 5

STATE	PROJECT	PAGE
AZ	AZ FLAP PIN FR77(1) PERALTA ROAD	5 OF 6

CENTERLINE CURVE AND LINE TABLES

CURVE TABLE

NO.	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C1	250.00'	32°16'47"	140.85'	N 33°20'14" E, 138.99'
C2	1200.00'	9°53'01"	207.00'	N 22°08'21" E, 206.75'
C3	670.00'	12°44'54"	149.08'	N 20°42'25" E, 148.77'
C4	900.00'	27°35'09"	433.32'	N 28°07'32" E, 429.14'
C5	615.00'	48°41'08"	522.58'	N 66°15'40" E, 507.00'
C6	450.00'	44°05'00"	346.23'	N 68°33'45" E, 337.75'
C7	450.00'	26°01'49"	204.44'	N 33°30'21" E, 202.69'
C8	1050.00'	10°48'32"	198.09'	N 25°53'42" E, 197.79'
C9	670.00'	57°55'26"	677.35'	N 60°15'42" E, 648.87'
C10	170.00'	43°39'46"	129.55'	N 67°23'32" E, 126.44'
C11	1000.00'	7°56'43"	138.67'	N 49°32'00" E, 138.56'
C12	1980.00'	9°32'17"	329.61'	N 58°16'30" E, 329.23'
C13	1000.00'	19°29'59"	340.34'	N 72°47'38" E, 338.70'
C14	235.00'	32°31'31"	133.40'	N 66°16'52" E, 131.62'
C15	615.00'	7°11'08"	77.13'	N 53°36'41" E, 77.08'
C16	220.00'	2°27'57"	9.47'	N 55°58'17" E, 9.47'

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 49°28'38" E	412.55'
L2	N 17°11'51" E	283.81'
L3	N 27°04'52" E	81.53'
L4	N 14°19'57" E	119.91'
L5	S 89°23'46" E	603.01'
L6	N 46°31'15" E	200.20'
L7	N 31°17'59" E	373.90'
L8	N 89°13'25" E	323.63'
L9	N 45°33'39" E	91.72'
L10	N 53°30'22" E	182.03'
L11	N 50°01'07" E	311.44'
L12	N 57°12'15" E	113.80'

LEFT RIGHT OF WAY - STATION & OFFSETS

Station	Offset Left of Centerline
161+24.77	-30.00
162+25.00	-30.00
162+25.00	-50.00
163+60.00	-50.00
163+60.00	-30.00
172+45.00	-30.00
172+45.00	-50.00
172+80.00	-50.00
172+80.00	-30.00
176+30.00	-30.00
176+30.00	-40.00
176+55.00	-40.00
176+55.00	-30.00
178+20.00	-30.00
178+20.00	-60.00
178+55.00	-60.00

(CONT.)

Station	Offset Left of Centerline
178+55.00	-30.00
195+00.00	-30.00
195+00.00	-45.00
195+35.00	-45.00
195+35.00	-30.00
214+10.00	-30.00
214+10.00	-40.00
215+15.00	-40.00
215+15.00	-30.00
225+15.00	-30.00
225+15.00	-50.00
226+35.00	-50.00
226+35.00	-30.00
232+60.00	-30.00
232+60.00	-50.00
232+83.54	-50.00

Section 11, Township 1 South, Range 9 East
Gila and Salt River Meridian
Pinal County, Arizona

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

GOLD CANYON, ARIZONA
PERALTA ROAD
ROW ACQUISITION

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EXHIBIT - PAGE 6

STATE	PROJECT	PAGE
AZ	AZ FLAP PIN FR77(1) PERALTA ROAD	6 OF 6

RIGHT RIGHT OF WAY - STATION & OFFSETS

Station	Offset Right of Centerline
160+75.67	30.00
162+25.00	30.00
162+25.00	45.00
163+60.00	45.00
163+60.00	30.00
172+85.00	30.00
172+85.00	45.00
173+15.00	45.00
173+15.00	30.00
176+40.00	30.00
176+40.00	40.00
176+65.00	40.00
176+65.00	30.00
178+90.00	30.00
178+90.00	45.00

(CONT.)

Station	Offset Right of Centerline
179+15.00	45.00
179+15.00	30.00
195+20.00	30.00
195+20.00	40.00
195+55.00	40.00
195+55.00	30.00
213+85.00	30.00
213+85.00	65.00
214+30.00	65.00
214+30.00	30.00
225+05.00	30.00
225+05.00	50.00
226+20.00	50.00
226+20.00	30.00
232+14.81	30.00

Section 11, Township 1 South, Range 9 East
Gila and Salt River Meridian
Pinal County, Arizona

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

GOLD CANYON, ARIZONA
PERALTA ROAD
ROW ACQUISITION

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EXHIBIT - PAGE 1

Parcel Number:		**Date Prepared:**	September 17, 2024
Owner:	Arizona State Land Department	**Station Range:**	
		Beginning:	232+34.04
ROW Acquisition:	4.81 acres	**Ending:**	266+25.58
Project Information		**Description Prepared By:** R.E.Y. Engineers, Inc., under contract with AtkinsRéalls, for the United States Department of Transportation, Central Federal Lands Highway Division	
Project Number:	AZ FLAP PIN FR77(1)		
Project Name:	Peralta Road		
Location:	Gold Canyon, AZ		

A parcel of land lying in the north half of Section 12 in Township 1 South, Range 9 East, Gila and Salt River Meridian, Pinal County, Arizona, said parcel being included in a strip of land variable in width, lying left (northwesterly) and right (southeasterly) of the following described centerline:

Beginning at Engineer's Centerline Station (hereinafter called Station) 232+34.04; said Station being on the west line of said Section 12, from which a GLO brass cap marking the northwest corner of said section bears N 00°19'09" W, 1073.11 feet;

thence, along said centerline, along a curve to the left, having a radius of 220.00 feet, a central angle of 30°14'14", and an arc distance of 116.10 feet; said curve being subtended by a chord of N 39°37'12" E, a distance of 114.76 feet to PRC Station 233+50.14;

thence along a reverse curve to the right, having a radius of 195.00 feet, a central angle of 48°57'53", and an arc distance of 166.65 feet; said curve being subtended by a chord of N 48°59'01" E, a distance of 161.62 feet to PT Station 235+16.78;

thence N 73°27'57" E, 375.11 feet to PC Station 238+91.89;

thence along a curve to the right, having a radius of 295.00 feet, a central angle of 34°41'33", and an arc distance of 178.62 feet; said curve being subtended by a chord of S 89°11'16" E, a distance of 175.91 feet to PT Station 240+70.51;

thence S 71°50'30" E, 69.75 feet to PC Station 241+40.26;

thence along a curve to the left, having a radius of 170.00 feet, a central angle of 40°55'29", and an arc distance of 121.43 feet; said curve being subtended by a chord of N 87°41'46" E, a distance of 118.86 feet to PT Station 242+61.69;

thence N 67°14'02" E, 129.56 feet to PC Station 243+91.25;

thence along a curve to the right, having a radius of 425.00 feet, a central angle of 24°35'52", and an arc distance of 182.46 feet; said curve being subtended by a chord of N 79°31'58" E, a distance of 181.06 feet to PCC Station 245+73.71;

thence along a compound curve to the right, having a radius of 245.00 feet, a central angle of 24°55'13", and an arc distance of 106.56 feet; said curve being subtended by a chord of S 75°42'30" E, a distance of 105.72 feet to PRC Station 246+80.27;

thence along a reverse curve to the left, having a radius of 175.00 feet, a central angle of 57°14'20", and an arc distance of 174.83 feet; said curve being subtended by a chord of N 88°07'57" E, a distance of 167.65 feet to PT Station 248+55.09;

thence N 59°30'47" E, 118.90 feet to PC Station 249+73.99;

thence along a curve to the left, having a radius of 600.00 feet, a central angle of 11°43'10", and an arc distance of 122.73 feet; said curve being subtended by a chord of N 53°39'12" E, a distance of 122.51 feet to PT Station 250+96.72;

thence N 47°47'37" E, 207.58 feet to PC Station 253+04.29;

thence along a curve to the right, having a radius of 170.00 feet, a central angle of 53°09'03", and an arc distance of 157.70 feet; said curve being subtended by a chord of N 74°22'09" E, a distance of 152.11 feet to PT Station 254+62.00;

thence S 79°03'20" E, 195.47 feet to PC Station 256+57.46;

thence along a curve to the left, having a radius of 170.00 feet, a central angle of 40°48'48", and an arc distance of 121.10 feet; said curve being subtended by a chord of N 80°32'16" E, a distance of 118.55 feet to PT Station 257+78.56;

thence N 60°07'52" E, 70.02 feet to PC Station 258+48.58;

thence along a curve to the right, having a radius of 315.00 feet, a central angle of 12°42'45", and an arc distance of 69.89 feet; said curve being subtended by a chord of N 66°29'15" E, a distance of 69.75 feet to PT Station 259+18.47;

thence N 72°50'37" E, 128.56 feet to PC Station 260+47.03;

thence along a curve to the left, having a radius of 250.00 feet, a central angle of 29°01'44", and an arc distance of 126.66 feet; said curve being subtended by a chord of N 58°19'45" E, a distance of 125.31 feet to PT Station 261+73.69;

thence N 43°48'53" E, 250.25 feet to PC Station 264+23.94;

thence along a curve to the right, having a radius of 170.00 feet, a central angle of 29°01'43", and an arc distance of 86.13 feet; said curve being subtended by a chord of N 58°19'45" E, a distance of 85.21 feet to PRC Station 265+10.07;

thence along a reverse curve to the left, having a radius of 170.00 feet, a central angle of 38°55'51", and an arc distance of 115.51 feet; said curve being subtended by a chord of N 53°22'41" E, a distance of 113.30 feet to a point on the north line of said Section 12, Station 266+25.58, from which a broken off iron 1" pipe, accepted as the original GLO monument, marking the north quarter corner of said section bears S 89°31'23" W, 357.02 feet, said point being the point of termination of the herein described centerline.

Station and Offsets of Left (Northwesterly) Right of Way Line

Station	Offset Left of Centerline
232+83.54	-50.00
233+05.00	-50.00
233+05.00	-30.00
240+10.00	-30.00
240+10.00	-40.00
240+40.00	-40.00
240+40.00	-30.00
248+90.00	-30.00
248+90.00	-40.00
249+30.00	-40.00

Station	Offset Left of Centerline
249+30.00	-30.00
252+95.00	-30.00
252+95.00	-40.00
253+35.00	-40.00
253+35.00	-30.00
257+90.00	-30.00
257+90.00	-40.00
258+20.00	-40.00
258+20.00	-30.00
265+99.13	-30.00

EXHIBIT - PAGE 3

Station and Offsets of Right (Southeasterly) Right of Way Line

Station	Offset Right of Centerline
232+14.81	30.00
232+95.00	30.00
232+95.00	40.00
233+20.00	40.00
233+20.00	30.00
240+55.00	30.00
240+55.00	45.00
240+90.00	45.00
240+90.00	30.00
248+45.00	30.00
248+45.00	50.00

Station	Offset Right of Centerline
248+90.00	50.00
248+90.00	30.00
252+60.00	30.00
252+60.00	55.00
253+05.00	55.00
253+05.00	30.00
257+40.00	30.00
257+40.00	60.00
257+75.00	60.00
257+75.00	30.00
266+42.49	30.00

Said strip of land contains 4.81 acres, more or less.

The above lines runs parallel and perpendicular to the described centerline.

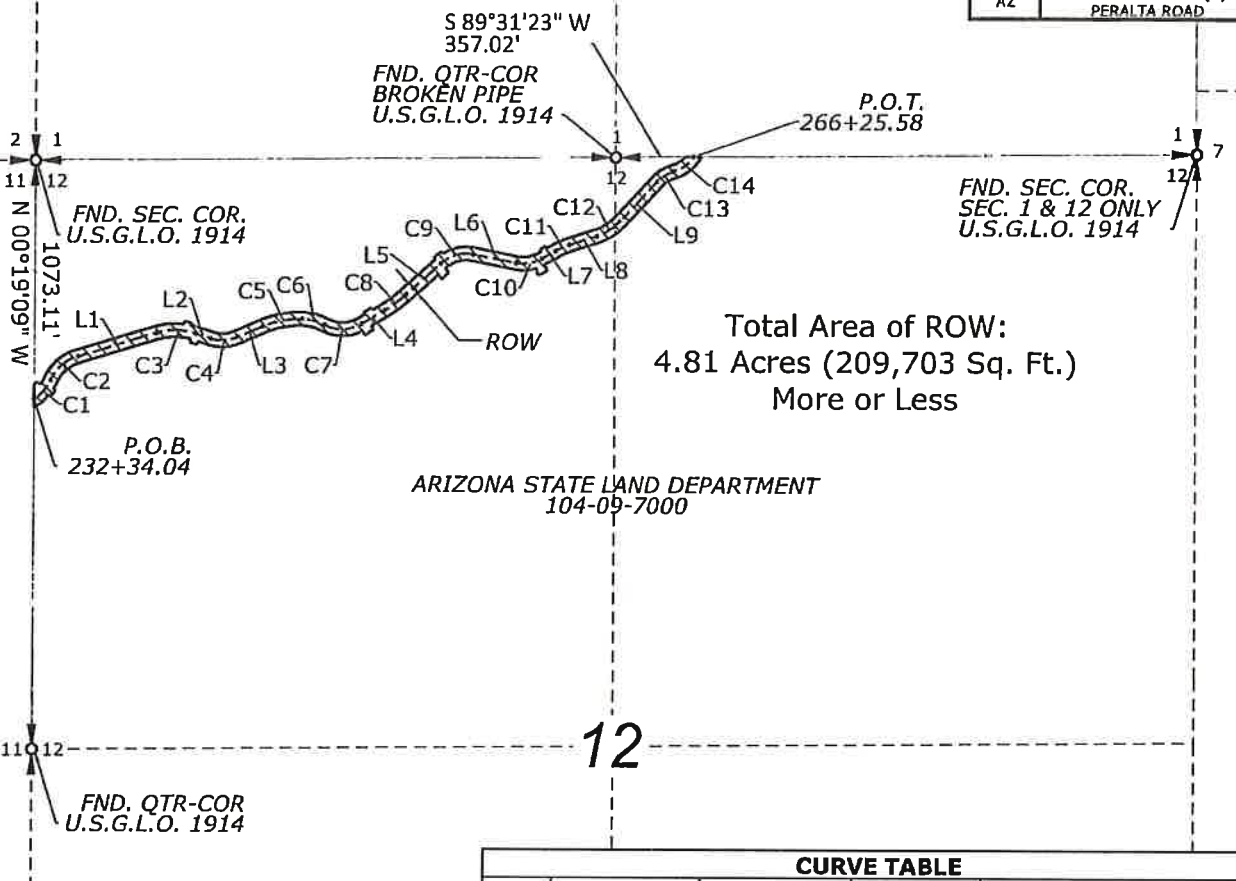
The described centerline and side lines are to be lengthened or shortened, along their respective arc or tangent, to originate or terminate on the west and north lines of said Section 12.

Distances shown are grid (International Feet), bearings are based on Arizona State Plane Central Zone, NAD83(2011) 2010.00. To convert grid distances to ground, divide grid distances by 0.99983521.



EXHIBIT - PAGE 4

STATE	PROJECT	PAGE
AZ	AZ FLAP PIN FR77(1) PERALTA ROAD	4 OF 5



Total Area of ROW:
4.81 Acres (209,703 Sq. Ft.)
More or Less

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 73°27'57" E	375.11'
L2	S 71°50'30" E	69.75'
L3	N 67°14'02" E	129.56'
L4	N 59°30'47" E	118.90'
L5	N 47°47'37" E	207.58'
L6	S 79°03'20" E	195.47'
L7	N 60°07'52" E	70.02'
L8	N 72°50'37" E	128.56'
L9	N 43°48'53" E	250.25'

CURVE TABLE				
NO.	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C1	220.00'	30°14'14"	116.10'	N 39°37'12" E, 114.76'
C2	195.00'	48°57'53"	166.65'	N 48°59'01" E, 161.62'
C3	295.00'	34°41'33"	178.62'	S 89°11'16" E, 175.91'
C4	170.00'	40°55'29"	121.43'	N 87°41'46" E, 118.86'
C5	425.00'	24°35'52"	182.46'	N 79°31'58" E, 181.06'
C6	245.00'	24°55'13"	106.56'	S 75°42'30" E, 105.72'
C7	175.00'	57°14'20"	174.83'	N 88°07'57" E, 167.65'
C8	600.00'	11°43'10"	122.73'	N 53°39'12" E, 122.51'
C9	170.00'	53°09'03"	157.70'	N 74°22'09" E, 152.11'
C10	170.00'	40°48'48"	121.10'	N 80°32'16" E, 118.55'
C11	315.00'	12°42'45"	69.89'	N 66°29'15" E, 69.75'
C12	250.00'	29°01'44"	126.66'	N 58°19'45" E, 125.31'
C13	170.00'	29°01'43"	86.13'	N 58°19'45" E, 85.21'
C14	170.00'	38°55'51"	115.51'	N 53°22'41" E, 113.30'

N

Scale in feet
400 200 0 400 800

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
76574
JOSEPH
FEYDER
DATE SIGNED 9/17/24
ARIZONA U.S.A.

Section 12, Township 1 South, Range 9 East
Gila and Salt River Meridian
Pinal County, Arizona

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

GOLD CANYON, ARIZONA
PERALTA ROAD
ROW ACQUISITION

C:_Projects\0334 - Atkins\Peralta Road\AZ FLAP PIN FR77(1) - ROW Maps.dgn [IntlFt]
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EXHIBIT - PAGE 5

STATE	PROJECT	PAGE
AZ	AZ FLAP PIN FR77(1) PERALTA ROAD	5 OF 5

LEFT RIGHT OF WAY - STATION & OFFSETS

Station	Offset Left of Centerline
232+83.54	-50.00
233+05.00	-50.00
233+05.00	-30.00
240+10.00	-30.00
240+10.00	-40.00
240+40.00	-40.00
240+40.00	-30.00
248+90.00	-30.00
248+90.00	-40.00
249+30.00	-40.00

(CONT.)

Station	Offset Left of Centerline
249+30.00	-30.00
252+95.00	-30.00
252+95.00	-40.00
253+35.00	-40.00
253+35.00	-30.00
257+90.00	-30.00
257+90.00	-40.00
258+20.00	-40.00
258+20.00	-30.00
265+99.13	-30.00

RIGHT RIGHT OF WAY - STATION & OFFSETS

Station	Offset Right of Centerline
232+14.81	30.00
232+95.00	30.00
232+95.00	40.00
233+20.00	40.00
233+20.00	30.00
240+55.00	30.00
240+55.00	45.00
240+90.00	45.00
240+90.00	30.00
248+45.00	30.00
248+45.00	50.00

(CONT.)

Station	Offset Right of Centerline
248+90.00	50.00
248+90.00	30.00
252+60.00	30.00
252+60.00	55.00
253+05.00	55.00
253+05.00	30.00
257+40.00	30.00
257+40.00	60.00
257+75.00	60.00
257+75.00	30.00
266+42.49	30.00

Section 12, Township 1 South, Range 9 East
Gila and Salt River Meridian
Pinal County, Arizona

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

GOLD CANYON, ARIZONA
PERALTA ROAD
ROW ACQUISITION

17 September 2024 4:26 PM C:_Projects\0334 - Atkins\Peralta Road\AZ FLAP PIN FR77(1) - ROW Maps.dgn [InlFt]

EXHIBIT - PAGE 1

Parcel Number:		**Date Prepared:**	March 4, 2024
Owner:	Arizona State Land Department	**Station Range:**	
		Beginning:	102+00.78
ROW Acquisition:	6.67 acres	**Ending:**	150+42.86
Project Information		**Description Prepared By:** R.E.Y. Engineers, Inc., under contract with AtkinsRéalis, for the United States Department of Transportation, Central Federal Lands Highway Division	
Project Number:	AZ FLAP PIN FR77(1)		
Project Name:	Peralta Road		
Location:	Gold Canyon, AZ		

A strip of land being sixty (60.00) feet in width, across the north half of Section 15, Township 1 South, Range 9 East, Gila and Salt River Meridian, Pinal County, Arizona. The centerline of said strip of land being more particularly as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 102+00.78; said Station being on the west line of said Section 15, from which a GLO brass cap marking the west quarter corner of said section bears S 00°43'23" E, 764.44 feet;

thence, along said centerline, along a curve to the right, having a radius of 300.00 feet, a central angle of 3°33'29", and an arc distance of 18.63 feet; said curve being subtended by a chord of N 54°10'05" E, a distance of 18.63 feet to PCC Station 102+19.41;

thence along a compound curve to the right, having a radius of 1860.00 feet, a central angle of 8°40'50", and an arc distance of 281.80 feet; said curve being subtended by a chord of N 60°17'14" E, a distance of 281.53 feet to PT Station 105+01.21;

thence N 64°37'39" E, 161.42 feet to PC Station 106+62.63;

thence along a curve to the left, having a radius of 600.00 feet, a central angle of 25°32'49", and an arc distance of 267.53 feet; said curve being subtended by a chord of N 51°51'15" E, a distance of 265.32 feet to PRC Station 109+30.15;

thence along a reverse curve to the right, having a radius of 540.00 feet, a central angle of 28°28'01", and an arc distance of 268.29 feet; said curve being subtended by a chord of N 53°18'51" E, a distance of 265.54 feet to PT Station 111+98.45;

thence N 67°32'52" E, 128.16 feet to PC Station 113+26.61;

thence along a curve to the right, having a radius of 475.00 feet, a central angle of 22°53'12", and an arc distance of 189.74 feet; said curve being subtended by a chord of N 78°59'28" E, a distance of 188.48 feet to PT Station 115+16.35;

thence S 89°33'56" E, 51.99 feet to PC Station 115+68.33;

thence along a curve to the left, having a radius of 990.00 feet, a central angle of 23°00'48", and an arc distance of 397.64 feet; said curve being subtended by a chord of N 78°55'40" E, a distance of 394.97 feet to PT Station 119+65.98;

thence N 67°25'16" E, 166.59 feet to PC Station 121+32.56;

thence along a curve to the right, having a radius of 710.00 feet, a central angle of 14°16'58", and an arc distance of 176.99 feet; said curve being subtended by a chord of N 74°33'45" E, a distance of 176.53 feet to PT Station 123+09.55;

thence N 81°42'14" E, 163.14 feet to PC Station 124+72.69;

thence along a curve to the left, having a radius of 1795.00 feet, a central angle of 6°48'38", and an arc distance of 213.36 feet; said curve being subtended by a chord of N 78°17'56" E, a distance of 213.24 feet to PT Station 126+86.05;

thence N 74°53'37" E, 102.20 feet to PC Station 127+88.25;

EXHIBIT - PAGE 2

thence along a curve to the right, having a radius of 555.00 feet, a central angle of 25°18'54", and an arc distance of 245.22 feet; said curve being subtended by a chord of N 87°33'04" E, a distance of 243.23 feet to PT Station 130+33.47;

thence S 79°47'29" E, 101.25 feet to PC Station 131+34.72;

thence along a curve to the left, having a radius of 345.00 feet, a central angle of 38°17'58", and an arc distance of 230.62 feet; said curve being subtended by a chord of N 81°03'32" E, a distance of 226.35 feet to PT Station 133+65.34;

thence N 61°54'33" E, 499.49 feet to PC Station 138+64.83;

thence along a curve to the left, having a radius of 1585.00 feet, a central angle of 13°44'28", and an arc distance of 380.12 feet; said curve being subtended by a chord of N 55°02'19" E, a distance of 379.21 feet to PT Station 142+44.95;

thence N 48°10'05" E, 797.90 feet to a point on the north line of said Section 15, Station 150+42.86, from which a GLO brass cap marking the northeast corner of said section bears N 89°15'23" E, 971.48 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 6.67 acres, more or less.

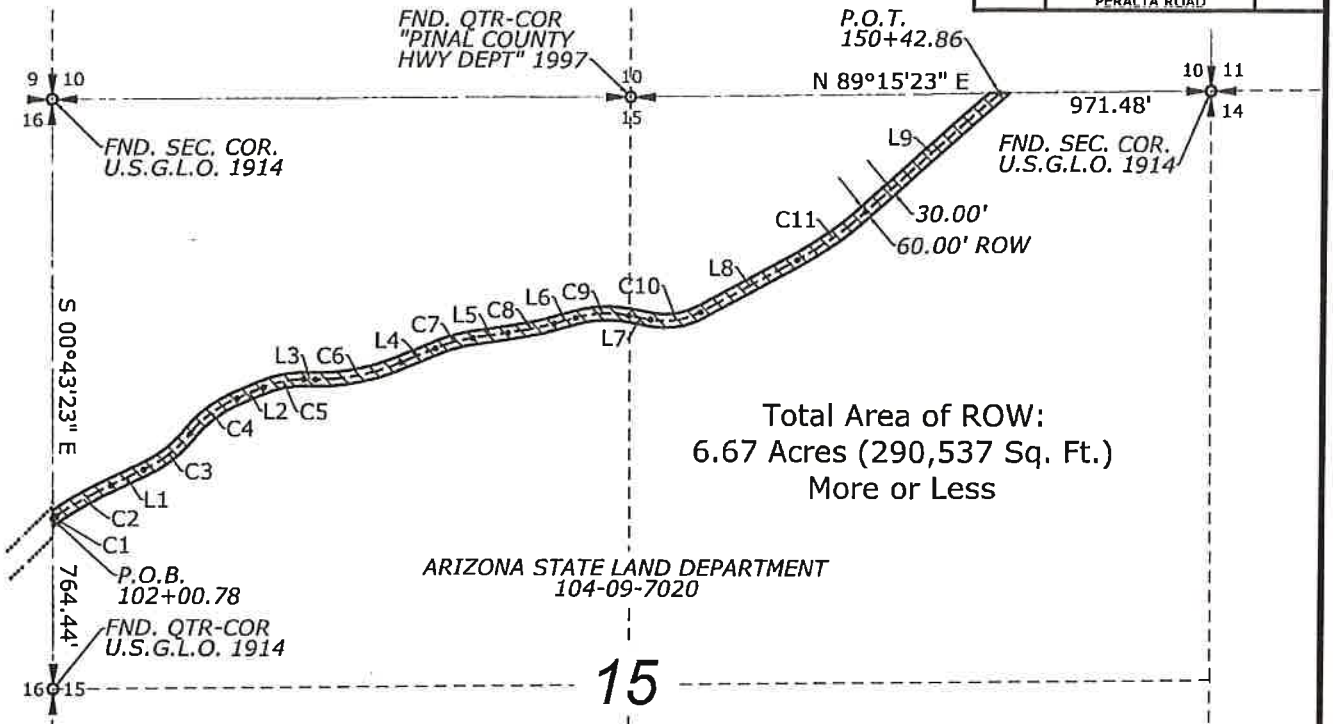
The described centerline and side lines are to be lengthened or shortened, along their respective arc or tangent, to originate or terminate on the west and north lines of said Section 15.

Distances shown are grid (International Feet), bearings are based on Arizona State Plane Central Zone, NAD83(2011) 2010.00. To convert grid distances to ground, divide grid distances by 0.99983521.



EXHIBIT - PAGE 3

STATE	PROJECT	PAGE
AZ	AZ FLAP PIN FR77(1) PERALTA ROAD	3 OF 3

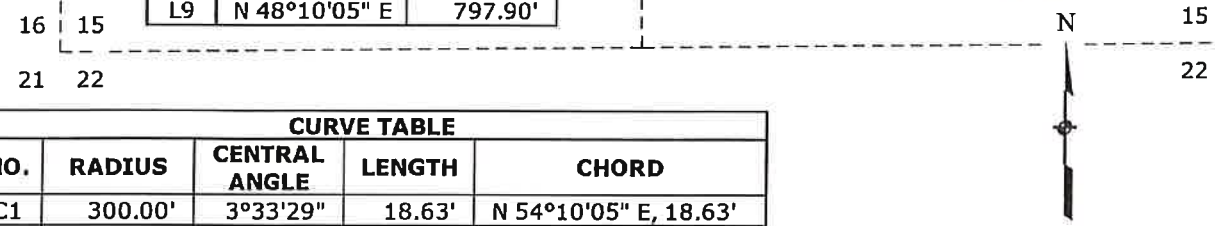


Total Area of ROW:
6.67 Acres (290,537 Sq. Ft.)
More or Less

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 64°37'39" E	161.42'
L2	N 67°32'52" E	128.16'
L3	S 89°33'56" E	51.99'
L4	N 67°25'16" E	166.59'
L5	N 81°42'14" E	163.14'
L6	N 74°53'37" E	102.20'
L7	S 79°47'29" E	101.25'
L8	N 61°54'33" E	499.49'
L9	N 48°10'05" E	797.90'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
76574
JOSEPH
FEYDER
DATE SIGNED 1/22/24
ARIZONA U.S.A.

CURVE TABLE				
NO.	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C1	300.00'	3°33'29"	18.63'	N 54°10'05" E, 18.63'
C2	1860.00'	8°40'50"	281.80'	N 60°17'14" E, 281.53'
C3	600.00'	25°32'49"	267.53'	N 51°51'15" E, 265.32'
C4	540.00'	28°28'01"	268.29'	N 53°18'51" E, 265.54'
C5	475.00'	22°53'12"	189.74'	N 78°59'28" E, 188.48'
C6	990.00'	23°00'48"	397.64'	N 78°55'40" E, 394.97'
C7	710.00'	14°16'58"	176.99'	N 74°33'45" E, 176.53'
C8	1795.00'	6°48'38"	213.36'	N 78°17'56" E, 213.24'
C9	555.00'	25°18'54"	245.22'	N 87°33'04" E, 243.23'
C10	345.00'	38°17'58"	230.62'	N 81°03'32" E, 226.35'
C11	1585.00'	13°44'28"	380.12'	N 55°02'19" E, 379.21'



Scale in feet
400 200 0 400 800

Section 15, Township 1 South, Range 9 East
Gila and Salt River Meridian
Pinal County, Arizona

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

GOLD CANYON, ARIZONA
PERALTA ROAD
ROW ACQUISITION

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APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1110 W. WASHINGTON ST.
PHOENIX, AZ 85007

RUN DATE/TIME:
4/30/2025, 11:30 AM

KE-LEASE: 016-121498-00-100
APPTYPE: New
TOTAL ACRES: 27.854

TRS	County	Fund	Legal	AUS	Acres
1.0S-9.0E-1	11	31	M&B THRU NESE S2SE	0.0	5.187
1.0S-9.0E-10	11	31	M&B THRU S2SESE	0.0	1.448
1.0S-9.0E-11	11	31	M&B THRU NE SESENW SW	0.0	9.821
1.0S-9.0E-12	11	31	M&B THRU NWNWNE N2NW	0.0	4.718
1.0S-9.0E-15	11	31	M&B THRU N2N2 SWNW	0.0	6.680

Total Acres: 27.854

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

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: **Date**

(ASLD SEAL)

PINAL COUNTY
GRANTEE

✓ Authorized Signature ✓ Date

Stephen Q Miller Chairman of the Board

✓ Printed Name ✓ Title

31 N. Pinal St. PO Box 827

✓ Address

Florence AZ 85132

✓ City ✓ State ✓ Zip