### PHASE I ENVIRONMENTAL SITE ASSESSMENT

## Property at:

Casa Grande Mountain Ranch Parcels, Located North and South of Interstate 8, Near Henness and Peart Roads Casa Grande, Pinal County, Arizona

## Prepared by

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## Prepared for:

The Casa Grande Mountain Ranch Limited Partnership, the State of Arizona Department of Transportation (ADOT) and Assigns

April 10, 2013

Project No. 2013.17

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#### **EXECUTIVE SUMMARY**

A Phase One Environmental Site Assessment (ESA) was conducted of the approximately 96.31 acres of land generally known as Casa Grande Mountain Ranch, located north and south of Interstate 8 near Henness and Peart Roads, in Casa Grande, Pinal County, Arizona (the Site). The Site is also referenced as Pinal County Assessor Parcel Nos. 511-30-007C, 511-30-002B, 511-30-002D, 511-30-001A, 511-31-003 and 511-31-005. This report was prepared in general accordance with ASTM Standard E 1527-05.

During the time of the inspection, the site was vacant desert land. The portion of the site parcels located north of Interstate 8 are adjacent to an unlined canal along the north, a residence and land under cultivation and the Tierra Buena Campground farther east. Three, large, round approximate 4 foot diameter concrete foundations with steel inset brackets, possibly for use with the installation of a future utility line were observed on the north parcels.

The site parcels located south of Interstate 8 are in the vicinity of the Trailhead to the Casa Grand Mountain Park. There are scattered residences to the southwest. A portion of the parcels on the south of Interstate 8 is being used for trailhead parking for the Casa Grande Mountain Ranch. The south parcels have telephone lines traversing the north, central and south site vicinities. Wire fencing was observed along the north and south boundaries of the north parcels, and along the north side separating the south parcels from the ROW.

None of the site parcels are not been specifically zoned at this time.

The Pinal County Flood Control District stated there are fissures on parcels 511-30-002D and 511-30-001A; located north of Interstate 8.

Based on information obtained for this report, the following items were revealed:

- Our Site reconnaissance did not reveal any indications of hazardous waste or substances aboveground and immediately adjacent to the Site.
  - The Site parcels have historically been vacant land.
- Pinal County Flood Control provided information that the site parcels are not in a flood zone except for parcel 511-31-005 where 1/3 of this parcel is located in a floodplain.
- Pinal County also stated that fissures are located on portions of the northern site parcels 511-30-002D and 511-30-001A.

Joan Jacobs and Associates, LLC has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-05 of the property generally known as Casa Grande Mountain Ranch located north and south of Interstate 8 near Henness and Peart Roads in Casa Grande, Pinal County, Arizona (the Site).

Based on the results of our investigation there are no recognized environmental conditions associated with the Site. There may be additional requirements set forth by ADOT regarding requirements for special resource surveys, prior to disturbance or development of the site.

Based on information obtained for this report and our resulting conclusions, Joan Jacobs and Associates LLC have no recommendation for further investigation, at this time.

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#### **EXECUTIVE SUMMARY**

A Phase One Environmental Site Assessment (ESA) was conducted of the approximately 96.31 acres of land generally known as Casa Grande Mountain Ranch, located north and south of Interstate 8 near Henness and Peart Roads, in Casa Grande, Pinal County, Arizona (the Site). The Site is also referenced as Pinal County Assessor Parcel Nos. 511-30-007C, 511-30-002B, 511-30-002D, 511-30-001A, 511-31-003 and 511-31-005. This report was prepared in general accordance with ASTM Standard E 1527-05.

During the time of the inspection, the site was vacant desert land. The portion of the site parcels located north of Interstate 8 are adjacent to an unlined canal along the north, a residence and land under cultivation and the Tierra Buena Campground farther east. Three, large, round approximate 4 foot diameter concrete foundations with steel inset brackets, possibly for use with the installation of a future utility line were observed on the north parcels.

The site parcels located south of Interstate 8 are in the vicinity of the Trailhead to the Casa Grand Mountain Park. There are scattered residences to the southwest. A portion of the parcels on the south of Interstate 8 is being used for trailhead parking for the Casa Grande Mountain Ranch. The south parcels have telephone lines traversing the north, central and south site vicinities. Wire fencing was observed along the north and south boundaries of the north parcels, and along the north side separating the south parcels from the ROW.

None of the site parcels are not been specifically zoned at this time.

The Pinal County Flood Control District stated there are fissures on parcels 511-30-002D and 511-31-003; located north of Interstate 8

Based on information obtained for this report, the following items were revealed:

- Our Site reconnaissance did not reveal any indications of hazardous waste or substances aboveground and immediately adjacent to the Site.
  - The Site parcels have historically been vacant land.
- Pinal County Flood Control provided information that the site parcels are not in a flood zone except for parcel 511-30-001A where 1/3 of this parcel is located in a floodplain.
- Pinal County also stated that fissures are located on portions of the northern site parcels 511-30-002D and 511-31-003.

Joan Jacobs and Associates, LLC has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-05 of the property generally known as Casa Grande Mountain Ranch located north and south of Interstate 8 near Henness and Peart Roads in Casa Grande, Pinal County, Arizona (the Site).

Based on the results of our investigation there are no recognized environmental conditions associated with the Site. There may be additional requirements set forth by ADOT regarding requirements for special resource surveys, prior to disturbance or development of the site.

Based on information obtained for this report and our resulting conclusions, Joan Jacobs and Associates LLC have no recommendation for further investigation, at this time.

#### 1.0 INTRODUCTION

A Phase One Environmental Site Assessment (ESA) was conducted of the approximately 96.31 acres of land generally known as Casa Grande Mountain Ranch, located north and south of Interstate 8 near Henness and Peart Roads in Casa Grande, Pinal County, Arizona (the Site). The Site is also referenced as Pinal County Assessor Parcel Nos. 511-30-007C, 511-30-002B, 511-30-002D, 511-30-001A, 511-31-003 and 511-31-005. This report was prepared in general accordance with ASTM Standard E 1527-05.

#### 1.1 Purpose

The purpose of the Phase One ESA is:

- To the extent feasible, provide appropriate inquiry into current and previous ownership and uses of the Site that is consistent with good commercial or customary practice as defined in 42 USC 9601(35)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act and ASTM 1527-05.
- Based solely on this inquiry, identify Recognized Environmental Conditions for the Site as defined by ASTM 1527-05.

## 1.2 Scope of Work

The Phase One Environmental Site Assessment (ESA) for the Site included the following items:

Use of a computerized database NETR Environmental Inc. to research possible environmental problems on or adjoining the Site;

- Contacts with the State of Arizona, Pinal County and local regulatory agencies to identify any documented environmental concerns that may have affected the Site;
- A walk-over survey to identify any readily apparent environmental concerns;
- A review of current well registrations and hydro geologic data;
- \_ Interviews with available persons with knowledge of past and present activities occurring on the Site;
- A review of available historical documents, aerial photographs and other data obtained from private and municipal sources to assess previous land uses on and near the Site;
- The review of a commitment for title insurance or title report;
- Completion of environmental questionnaires;
- Preparation and submittal of a report summarizing the findings of the Phase One ESA; and recommendations for further investigation, if required.

### 1.3 Significant Assumptions

In preparing this report, Joan Jacobs and Associates may have relied on certain information provided by federal, state, and local officials and/or other parties referenced herein, and on information contained in the files of federal, state, county and/or local agencies and other sources made available to Joan Jacobs and Associates at the time of this project. Although there may have been some degree of overlap in the information provided by these various sources, Joan Jacobs and Associates assumes this information to be correct and did not attempt to independently verify the accuracy or completeness of

all information reviewed or received during the course of this project.

## 1.4 Limitations and Exceptions

This ESA was performed by Joan Jacobs and Associates in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same geographical area. Joan Jacobs and Associates observed the degree of care and skill generally exercised by other consultants under similar circumstances and conditions. Joan Jacobs and Associates findings should be considered not as scientific certainties, but rather as our professional opinion concerning the significance of the limited data gathered during the course of our assessment.

No other warranty, expressed or implied, is made. Joan Jacobs and Associates does not and cannot represent that the Site does not contain any hazardous substances, contaminants, pollutants, petroleum hydrocarbons, or any other latent conditions beyond that observed by Joan Jacobs and Associates during the course of the project.

Known limitations and exceptions to resources used as part of the Phase I ESA are identified in the associated sections contained within the report.

#### 1.5 Special Terms and Conditions

The scope of this Site assessment does not include a comprehensive compliance analysis regarding local, state or federal environmental laws, rules or regulations. The scope of this Site assessment does not include sampling of soil, vapor intrusion, water, air or other building materials. A special resources survey for threatened plant and animal species, or archaeological significance is not included in the scope of work.

Joan Jacobs and Associates were provided a commitment for title insurance for review and are therefore included in this scope of work. Environmental questionnaires were completed by the individual parcel owners.

#### 1.6 User Reliance

Joan Jacobs & Associates prepared this report for the use and reliance of the Casa Grande Mountain Ranch Limited Liability Partnership, the State of Arizona Department of Transportation (ADOT) and Assigns.

#### 2.0 SITE DESCRIPTION

## 2.1 Location and Legal Description

The Site parcels are located as follows: Parcel No. 511-31-005 is located in Section 11, Township 7 South, Range 6 East, of the Gila and Salt River Baseline and Meridian;

Parcel No. 511-31-003 is located in Section 11, Township 7 South, Range 6 East, of the Gila and Salt River Baseline and Meridian;

Parcel No. 511-30-001A is located in Section 10, Township 7 South, Range 6 East, of the Gila and Salt River Baseline and Meridian;

Parcel No. 511-30-002D is located in Section 10, Township 7 South, Range 6 East, of the Gila and Salt River Baseline and Meridian;

Parcel No. 511-30-002B is located in Section 10, Township 7 South, Range 6 East, of the Gila and Salt River Baseline and Meridian; and,

Parcel No. 511-30-007C is located in Section 10, Township 7 South, Range 6 East, of the Gila and Salt River Baseline and Meridian.

#### 2.2 Site and Vicinity General Characteristics

The Site parcels are located generally in area of desert land that is undeveloped. The parcels located north of Interstate 8 are adjacent to an unlined canal along the north, a residence and land under cultivation and the Tierra Buena Campground farther east. The site parcels located south of Interstate 8 are in the vicinity of the Trailhead to the Casa Grand Mountain Park. There are scattered residences to the southwest. The site parcels are not specifically zoned at this time.

The Pinal County Flood Control District references fissures on parcels 511-30-002D and 511-30-001A located north of Interstate 8.

A vicinity map showing the Site in relation to major cross streets and landmarks is presented in the appendix.

#### 2.3 Current Use of the Site

The Site is currently vacant land with no apparent use except that a portion of the south parcels is used for parking for the trailhead to the Casa Grande mountain park. The site parcels are primarily habitat for wildlife. A portion of the parcels on the north side of Interstate 8 are being used for parking for the park trailhead.

## 2.4 Description of Site Improvements

The south parcels have telephone lines traversing the north, central and south site vicinities. Wire fencing was observed along the north and south boundaries of the north parcels, and along the north side separating the south parcels from the ROW. Three, large, round approximate 4 foot diameter concrete foundations with steel inset brackets, possibly for use with a utility line were observed on the north parcels.

#### 2.5 Current Uses of Adjoining Properties

The present land use of adjoining properties is summarized below:

The site parcels located north of Interstate 8: an unlined canal followed by a residence with agricultural cultivation; Tierra Buena campground farther east.

The site parcels located south of Interstate 8 are adjacent to the trailhead to the Casa Grande Mountains Park and residential to the southwest.

#### 3.0 USER PROVIDED INFORMATION

#### 3.1 Title Records

A Commitment for Title Insurance prepared by First American Title Insurance Company was provided for review and is included in Appendix A. According to the Pinal County Assessor data and the Commitment information, the current owners are as follows:

Parcel 511-31-005 is owned by the Casa Grande Mountain Ranch Ltd Partnership;

Parcel No. 511-31-003 is owned by Julian J. Sanchez;

Parcel No. 511-30-001A is owned by Julian J. Sanchez;

Parcel No. 511-30-002D is owned by LS Partners (Cunningham);

Parcel No. 511-30-002B is owned by the Darryl & Mae Tang Revocable Trust; and

Parcel No. 511-30-007 is owned by the Casa Grande Mountain Ranch Ltd. Partnership.

## 3.2 Environmental Liens or Activity and Use Limitations

Based on our review of the database information no environmental liens or use limitations due to environmental conditions have been issued to the Site.

#### 3.3 Specialized Knowledge

We did not identify special knowledge regarding environmental conditions on the Site.

#### 3.4 Valuation Reduction for Environmental Issues

A search for environmental liens was not conducted for the Site. Lien information was researched using the Commitment for Title Insurance.

## 3.5 Owner, Site Manager, and Occupant Information

Most of the information provided for information for the specific site parcels was provided by George Chasse, the General Partner of the Casa Grande Mountain Ranch, Arizona Limited Liability Partnership. The Site is unoccupied and information regarding the site parcels was provided in the questionnaires completed by the individual owners. Copies of the completed environmental questionnaire are presented in Appendix C.

#### 3.6 Other: Previous Environmental Reports

A previous Phase I ESA prepared for a portion of the south of Interstate 8 parcels in 2005 by Joan Jacobs & Associates was reviewed as part of this assessment. During the time of the 2005 inspection the Site was a vacant parcel of land. No environmental issues were stated in the previous phase I ESA report.

## 4.0 RECORDS REVIEW

## 4.1 Standard Environmental Record Sources

A computerized file evaluation of regulatory databases was conducted to determine if identifiable environmental concerns exist on or within the ASTM-defined radii from the Site. The database search included the following components as well as Pinal Nation records:

| 1)  | US EPA  | National Priorities List (NPL) - 1 mile;                            |
|-----|---------|---------------------------------------------------------------------|
| 2)  | US EPA  | RCRA Corrective Actions and associated TSD (CORRACTS,               |
|     |         | TSD) - 1 mile;                                                      |
| 3)  | State   | State Equivalent Priority List (WQARF, SPL, SHWS - 1 mile;          |
| 4)  | State   | State Equivalent CERCLIS List (ACIDS) - 1 mile;                     |
| 5)  | US EPA  | Sites currently or formerly under review by US EPA (CERCLIS) -      |
|     |         | ½ mile;                                                             |
| 6)  | US EPA  | RCRA Permitted Treatment, Storage and Disposal Facilities (TSD)     |
|     |         | - ½ mile;                                                           |
| 7)  | State   | Leaking Underground Storage Tanks (LUST) - 1/2 mile;                |
| 8)  | State   | Permitted as Solid Waste Landfills, Incinerators or Transfer        |
|     |         | Stations (SWL) - ½ mile;                                            |
| 9)  | US EPA  | RCRA Violations / Enforcement Actions - 1/4 mile;                   |
| 10) | State   | Registered Underground or Aboveground Storage Tanks (REG            |
| 1   |         | UST/AST) - ¼ mile;                                                  |
| 11) | US EPA  | RCRA Registered Small - or Large-Quantity Generators of             |
|     |         | Hazardous Waste, Violations, No Longer Regulated (RCRA GEN,         |
|     |         | RCRA NLR) – ¼ mile;                                                 |
| 12) | US EPA  | Emergency Response Notification System of Spills (ERNS) - 1/8 mile; |
| 13) | State   | Hazardous Materials Incident Logbook (SPILLS) – 1/8 mile;           |
| 14) | State   | Registered Dry Wells (PERMITS) – <sup>1</sup> / <sub>8</sub> mile.  |
| 15) | Federal | Brownfields Assessment, Cleanup and Redevelopment                   |

Exchange System (ACRES) - 1 mile

- 16) Federal Toxics Release Inventory System (TRIS) 1 mile
- 17) State Az. Drycleaners 1/2 mile
- 18) Az. Activity Use Limitations (AULs) 1 mile

Based on the review of the current databases there are no listed facilities identified within the ASTM search radius.

#### 4.2 Additional Environmental Record Sources

## 4.2.1 State of Arizona- Arizona Department of Environmental Quality (ADEQ)

Nationwide Environmental Title Research, LLC (NETR) utilized regulatory databases provided by the State of Arizona Department of Environmental Quality to identify any listed Sites of documented environmental concern within the above listed search radii from the Site.

#### 4.2.2 Pinal County/City of Florence

The Pinal County Assessor provided ownership records, flood and potential fissure information on site parcels 511-30-002D and 511-30-001A.

## 4.3 Physical Setting

#### 4.3.1 Topography

The overall regional topographic gradient in the area of the Site trends to the westnorthwest. The Site has an elevation approximately 1,466 feet above mean sea level. Elevation and topographic information were obtained from the U.S. Geological Survey (USGS) 7.5-minute topographic Casa Grande Mountains quadrangle map for the site vicinity dated 1964 and 1994.

#### **4.3.2** Soils

According to the United States Department of Agriculture (USDA), Soil Conservation Service Soil Survey, Western Part Pinal-County, dated September 1977 (site soil map photograph from 1971-72 included in the maps section of appendix A). Soils on the north of Interstate 8 parcels will include Mohall and Denure Clay Loam, Casa Grande Fine Sandy Loam and Pinamt-Momoli 1-8% slopes.

The parcels located south of Interstate 8 will consist of Pinamt-Momoli 1-8% slopes; a small area identified with Valva Rock Outcrop as well areas with Casa Grande soils.

Mohall soils consist of deep, well-drained soils formed on old alluvial fans and valley plains. Permeability is moderately slow. Runoff is medium, and the erosion hazard is slight. Denure clay loam is deep, somewhat excessively drained soil on stream terraces. Permeability in the Denure soil is moderately rapid. Runoff is slow and the hazard of erosion is slight. With the Denure soils, the corrosion potential for un coated steel is high.

Casa Grande fine sandy loam soils are deep, well-drained, strongly alkaline soils on alluvial plains bordering drainage ways. These soils formed in valley-fill alluvium derived from mixed material. Permeability is low. Runoff is slow to very slow and the hazard of erosion is slight. Pinamt-Momoli soils are very gravelly loam. These soils consist of deep, well-drained soils on fan terraces. These soils formed in very gravelly fan alluvium derived from granite, schist, rhyolite, andesite, and basalt.

The Valva-Rock Outcrop soils consists of very shallow and shallow, well-drained on hillslopes and mountain slopes. These soils formed in eolian material, slope alluvium and residuum derived from granite and gneiss. Slopes are 2-50%.

#### 4.3.3 Geology

Basins within the Pinal AMA are thought to have formed during the Tertiary Basin and Range Disturbance. During this disturbance, widespread extensional deformation in southern and western Arizona resulted in northwest trending mountain ranges separated by alluvial troughs. The Pinal Active Management Area (AMA) is comprised of north trending structural troughs that include five basic sub-basins separated by low mountains. The Site is located in an area with valley floors of low relief surrounded by mountains. It includes about 2,000 square miles in the lower Santa Cruz basin and adjacent areas along the Gila River and has been subdivided into the Eloy, Casa Grande-Florence, Stanfield-Maricopa, and the Gila River areas. Based on the study by Hammett (1989), the alluvial deposits that are late Pliocene to Holocene in age characterize the stream alluvium. The extent of the stream alluvium deposits is restricted to the Santa Cruz and Gila Rivers and its tributaries and washes.

## 4.3.4 Surface and Groundwater Hydrology

No bodies of water were observed on the Site. Groundwater in the principal sub-basins of the Pinal AMA, generally flow west to northwest. Based on data collected in the late 1980's two major perched water systems are identified in the principal sub-basins, formed as a result of irrigation return flow. The perched zones are located in the Casa Grande area and in an area extending from Coolidge to between Sawtooth and Picacho Mountains (Hammett, 1992). The Casa Grande perched zone is generally the result of irrigation, however after significant storm events, the Santa Cruz River also provides recharge to the zone. Depth to groundwater ranges from 500-300 feet (Hammett, 1992).

According to Pinal County Flood Control the parcels except for 511-31-005 are all located in a Zone X outside the 100-year flood based on the review of Map/Panel No. 04021C – 1555E. Approximately 1/3 of parcel no. 511-31-005 is located in a flood zone designation A. Parcels 511-30-002D and 511-31-00-001A both have areas with earth fissures.

#### 4.4 Historical Use Information

## 4.4.1 Aerial Photograph and Topographic Map Review

Joan Jacobs & Associates contacted the Pinal County Flood Control Department and NETR. Joan Jacobs & Associates reviewed the aerial photograph collection from a USDA SCS soil survey taken in 1971-72, 2000, 2007 and 2013.

According to Pinal County Flood Control parcel nos. 511-30-002D and 511-30-001A may have fissures.

The Site and vicinity appears as vacant land in all available photographs.

### 4.4.2 Sanborn Maps and City Directories

The Site is not located in an area that would be covered by the Sanborn Fire Insurance maps. The site parcels have no assigned address for researching.

## 4.4.2 Adjacent Properties

Historically, adjacent property and the surrounding vicinity was agricultural land or vacant land.

### 4.4.3 Building Records

No building permits were available for the Site.

#### 5.0 SITE RECONNAISSANCE

## 5.1 Methodology and Limiting Conditions

Joan Jacobs and Associates, LLC representatives conducted a Site reconnaissance of the Site on March 28 and April 8, 2013. The purpose of the Site reconnaissance is to identify any obvious indications of contamination or other items of environmental concern on the Site or adjoining areas. Photographs taken during the Site reconnaissance are included in the appendix.

### 5.2 General Site Setting

The general Site setting is large tracts of desert land, agricultural land scattered residential.

#### 5.3 Exterior Observations

#### 5.3.1 Vegetation and Stained Soil - Other observations

There were no visual observations made of the vegetation on the Site parcels that appeared to have sustained damage that could be related to localized soil or water contamination. Three large, round concrete foundations (approximately 4' diameter with steel plate inside) were observed on the parcels located north of Interstate 8. The origin and nature of these features is unknown but appear to possibly be the foundation for a future utility pole.

#### 5.3.2 Polychlorinated Biphenyl's (PCBs)

One APS-owned (1) pole-mounted transformer was observed on the south site parcel The PCB content of this transformer is unknown. It appeared to be in good condition.

#### 5.3.3 Hazardous Wastes and Hazardous Substances

No hazardous wastes or substances were observed on the Site.

#### 5.3.4 Landfills, Dumps, Debris Piles

No areas with dumps, landfills or large quantities of debris were observed.

## 5.3.5 Pits, Wells, Dry Wells, Catch Basins

No pits or water wells were observed.

#### 5.3.6 On-Site Storage Tanks (Aboveground and Underground)

No indication of any underground storage tanks such as vent pipes was observed.

#### 5.3.7 Off-Site Underground Storage Tanks

Off-Site USTs were not observed.

#### 5.3.8 Storm Water Drainage

Based upon the improvements observed during our Site reconnaissance, storm water drainage is anticipated to vary depending on the parcels but is generally towards the northwest.

## 5.4 Interior Observations

# 5.4.1 Polychlorinated Biphenyl's (PCBs)

No equipment with the potential to contain PCBs was observed.

## 5.4.2 Hazardous Wastes and Hazardous Substances

No hazardous materials were observed.

## 6.0 INTERVIEWS

Each of the individual parcel owners completed an environmental questionnaire. None of the questionnaires reflected any knowledge of any adverse environmental conditions associated with the site.

## 7.0 FINDINGS

Based on information obtained for this report, the following items were revealed:

- Our Site reconnaissance did not reveal any indications of hazardous waste or substances aboveground and immediately adjacent to the Site.
  - The Site parcels have historically been vacant land.
- Pinal County Flood Control provided information that the site parcels are not in a flood zone except for parcel 511-31-005 where 1/3 of the site is located in a floodplain. The County also stated that fissures are located on portions of the north site parcels 511-30-002D and 511-30-001A.

#### 8.0 CONCLUSIONS

Joan Jacobs and Associates, LLC has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-05 of the property generally known as Casa Grande Mountain Ranch located north and south of Interstate 8 near Henness Road and Peart Roads in Casa Grande, Pinal County, Arizona (the Site).

Based on the results of our investigation there are no recognized environmental conditions associated with the Site. There may be additional requirements set forth by ADOT regarding requirements for special resource surveys, prior to disturbance or development of the site.

#### 9.0 RECOMMENDATIONS

Based on information obtained for this report and our resulting conclusions, Joan Jacobs and Associates LLC have no recommendation for further investigation, at this time.

## 10. Reference Documents and Regulatory Databases

NETR Database dated April 9, 2013

Arizona Department of Water Resources (ADWR), 2001, Well Report, January 12.

Hammett, B.A. and Herther, R.L., 1995, Maps Showing Groundwater Conditions in the Pinal Active Management Area, Pinal County Arizona--1992, Arizona Department of Water Resources (ADWR) Hydrologic Map Series Report Number 27, July.

U.S. Geological Survey (USGS) Casa Grande Mountains, Arizona, 7.5-minute topographic quadrangle map

U.S. Department of Agriculture - Soil Conservation Service, September 1977, Soil Survey, Pinal County - Central Part, Arizona

Aerial Photographs - NETR, Inc., Pinal County Flood Control District

Phase I Environmental Site Assessment Approximately 59 Acres of Land, South of Interstate 8, West of the Henness Road Alignment, Casa Grande, Az. prepared by Joan Jacobs & Associates, LLC dated January 14, 2005

Pinal County Assessor - provided ownership and maps

Pinal County Flood Control – provided current flood zone designations and information on fissures on portions of the northern parcels of the site

## 11.0 Interviews

Julian Sanchez, owner for the past 16 years of parcels (a portion of 511-30-001A), and 511-31-003

- provided completed questionnaire

Darryl Tang, Esq., owner for the past 8 years of parcel 511-30-002B -provided completed questionnaire

Karen Cunningham (LS Partners), owner for the past 6 years of parcel 511-30-002D -provided completed questionnaire

George Chasse, owner for the past 4 years of parcels 511-30-007C, and 511-31-005-provided completed questionnaire

Pinal County Flood Control Chris Warner 520.866.6442

- discussed flood zone for the site and fissures on north parcels

## 11.0 ENVIRONMENTAL PROFESSIONAL STATEMENT

"I declare that, to the best of my professional knowledge and belief Joan Jacobs meets the definition of Environmental Professional as defined in SS 312.10 of 40 CFR Part 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Signed:

Joan Jacobs, M.A. REA

President

## **APPENDICES**

## APPENDIX A

## ASSESSOR DATA & PARCEL MAPS



| Parcel 511-30-0020 Number: Section: 10 Township: Atlas 093-10 Ma Number: Property Description: (100 Mg E4 SEC 10-7S-6E TH N-AND THE POB TH CONT NLY Street S | OO2D shows the following information  (Taxing information)  O7S Range: 06E  IP: View Parcel Map  What is this?)  TO THE NLY BOUNDARY OF I-8 ROW WOOR OF NE NE NE TH W-660 TH N-MLY TO NLY BOUNDARY OF I-8 ROW | Primary Owner: Name 2: In C/O: Address: City:                                                                                                                                                                                    | LS PARTNERS  Tax Bill M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          | Back to List                                        |  |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------------|--|--|--|--|
| Parcel Number 511-30- Parcel 511-30-0020 Number: Section: 10 Township: Atlas 093-10 Ma Number: Property Description: (1) COM @ E4 SEC 10-7S-6E TH N-AND THE POB TH CONT NLY St 330 TH W-660 TH N-240+/- TH S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | OO2D shows the following information)  OTS Range: 06E  IP: View Parcel Map  What is this?)  TO THE NLY BOUNDARY OF I-8 ROW W COR OF NE NE NE TH W-660 TH N-MLY TO NLY BOUNDARY OF I-8 ROW                     | Primary Owner: Name 2: In C/O: Address:                                                                                                                                                                                          | LS PARTNERS  Tax Bill M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          | Print Viev                                          |  |  |  |  |
| Parcel 511-30-0020 Number: Section: 10 Township: Atlas 093-10 Ma Number: Property Description: (1) COM @ E4 SEC 10-7S-6E TH N-AND THE POB TH CONT NLY St 330 TH W-660 TH N-240+/- TH S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | O (Taxing Information)  OTS Range: 06E  OTS View Parcel Map  What is this?)  TO THE NLY BOUNDARY OF I-8 ROW W COR OF NE NE NE TH W-660 TH N-MLY TO NLY BOUNDARY OF I-8 ROW                                    | Primary Owner: Name 2: In C/O: Address:                                                                                                                                                                                          | LS PARTNERS  Tax Bill M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          | Tax Year C                                          |  |  |  |  |
| Parcel 511-30-0020 Number: Section: 10 Township: Atlas 093-10 Ma Number: Property Description: (1) COM @ E4 SEC 10-7S-6E TH N-AND THE POB TH CONT NLY St 330 TH W-660 TH N-240+/- TH S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | O (Taxing Information)  OTS Range: 06E  OTS View Parcel Map  What is this?)  TO THE NLY BOUNDARY OF I-8 ROW W COR OF NE NE NE TH W-660 TH N-MLY TO NLY BOUNDARY OF I-8 ROW                                    | Primary Owner: Name 2: In C/O: Address:                                                                                                                                                                                          | LS PARTNERS Tax Bill M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                     |  |  |  |  |
| Number: Section: 10 Township: Atlas 093-10 Ma Number: Property Description: (100 @ E4 SEC 10-7S-6E TH N-AND THE POB TH CONT NLY State of the N-240+/- TH S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 07S Range: 06E  IP: View Parcel Map  What is this?)  TO THE NLY BOUNDARY OF I-8 ROW IN COR OF NE NE NE TH W-660 TH N-MLY TO NLY BOUNDARY OF I-8 ROW                                                           | Owner: Name 2: In C/O: Address:                                                                                                                                                                                                  | Tax Bill M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1ailing Addr             |                                                     |  |  |  |  |
| Atlas 093-10 Manumber:  Property Description: (Note: 10,75-6E TH N-AND THE POB TH CONT NLY ST 330 TH W-660 TH N-240+/- TH ST 340 TH M-240+/- TH M-240+/ TH M-240+/ TH M-240+/ TH M-240+/                                                                                                                                                                                                                                                                                                                                                                                                                                        | Vhat is this?) TO THE NLY BOUNDARY OF I-8 ROW V COR OF NE NE NE TH W-660 TH N-WLY TO NLY BOUNDARY OF I-8 ROW                                                                                                  | In C/O:                                                                                                                                                                                                                          | the state of the s | 1ailing Addr             |                                                     |  |  |  |  |
| Number:<br>Property Description: (\)<br>COM @ E4 SEC 10-7S-6E TH N-<br>AND THE POB TH CONT NLY S\)<br>330 TH W-660 TH N-240+/- TH S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Vhat is this?) TO THE NLY BOUNDARY OF I-8 ROW V COR OF NE NE NE TH W-660 TH N-WLY TO NLY BOUNDARY OF I-8 ROW                                                                                                  | Address:                                                                                                                                                                                                                         | the state of the s | 1ailing Addr             |                                                     |  |  |  |  |
| Property Description: (Y<br>COM @ E4 SEC 10-7S-6E TH N-<br>AND THE POB TH CONT NLY S'<br>330 TH W-660 TH N-240+/- TH S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | TO THE NLY BOUNDARY OF I-8 ROW V COR OF NE NE NE TH W-660 TH N-<br>WLY TO NLY BOUNDARY OF I-8 ROW                                                                                                             |                                                                                                                                                                                                                                  | the state of the s | 1ailing Addr             | The state of the second state of                    |  |  |  |  |
| COM @ E4 SEC 10-7S-6E TH N-<br>AND THE POB TH CONT NLY S'<br>330 TH W-660 TH N-240+/- TH S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | TO THE NLY BOUNDARY OF I-8 ROW V COR OF NE NE NE TH W-660 TH N-<br>WLY TO NLY BOUNDARY OF I-8 ROW                                                                                                             |                                                                                                                                                                                                                                  | 20725 N 38TH S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Tax Bill Mailing Address |                                                     |  |  |  |  |
| AND THE POB TH CONT NLY S'<br>330 TH W-660 TH N-240+/- TH S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | V COR OF NE NE NE TH W-660 TH N-<br>MLY TO NLY BOUNDARY OF I-8 ROW                                                                                                                                            | City:                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 20725 N 38TH ST          |                                                     |  |  |  |  |
| 330 TH W-660 TH N-240+/- TH S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | MLY TO NLY BOUNDARY OF I-8 ROW                                                                                                                                                                                | and the second second second second second                                                                                                                                                                                       | PHOENIX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |                                                     |  |  |  |  |
| TH SELY ALONG NLY BOUNDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                               | State:                                                                                                                                                                                                                           | AZ<br>85050                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                                     |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | TH SELY ALONG NLY BOUNDARY OF I-8 ROW TO POB 27.39 AC                                                                                                                                                         |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                                     |  |  |  |  |
| <b>Date of Sale:</b> 6/9/2011                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                               | Property Addre                                                                                                                                                                                                                   | ss (Lucation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          | ga salawa kata Selabah<br>Buga selabah Kata Selabah |  |  |  |  |
| Sale Amount:   Not Given                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                               | Subdivision:                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                                     |  |  |  |  |
| Document(s);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                               | Unit:                                                                                                                                                                                                                            | Block:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Lot:                     | Phase:                                              |  |  |  |  |
| 2011-048457                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Cabinet:                                                                                                                                                                                                      | 1                                                                                                                                                                                                                                | Slide:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                     |  |  |  |  |
| 2004-079344                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | No Personal I                                                                                                                                                                                                 | Property Listed                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                                     |  |  |  |  |
| Value Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                               | en de la companya de<br>La companya de la co |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          | View Value                                          |  |  |  |  |

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**New Search** Search Criteria (v. 2.0) (Parcel Number: 511-3\*-001-A) **Back to List** Search Results (3 Entries) **View Details** Parcel Details (511-30-001A) Link to This Parcel Print View **Tax Year Chart** Parcel Number 511-30-001A shows the following information for Tax Year: 2013 Parcel Primary SANCHEZ JULIAN J 511-30-001A (Taxing Information) Owner: Number: Section: 10 Township: 078 Range: 06E Name 2: In C/O: Atlas 093-10 Map: View Parcel Map Number: **Tax Bill Mailing Address** Property Description: (What is this?) Address: 7850 S GRANDVIEW AVE N1/2 NW NE NE & NE NE NE OF SEC 10-7S-R6E 15.00 AC City: TEMPE State: AZ Zip Code: 85284 Date of Sale: 2/24/1997 **Property Address (Location):** Sale Amount: \$41,368.00 Subdivision: Document(s): Unit: Block: Lot: Phase: Cabinet: Slide: 1997-006203 No Personal Property Listed **Value Details View Values** Pinal County is an Equal Opportunity Employer M/F/H/V Pinal County Government Web Disclaimer
Site Map © 2013 Pinal County about the website to the WebMaster.

511-30 SEC. 10, TN.7S RG.6E SEE MAP 511-22 CORNMAN RDAD THIS MAP IS FOR VALUATION PURPOSES ONLY.
THIS OFFICE WILL NOT ASSUME LIABILITY FOR
REPRESENTATION, MEASUREMENTS OR ACREAGE. 1320 1B (SC) 1A 1-8 THE ORIGINAL PLAT OF THIS SUBDIVISION IS ON FILE WITH THE PINAL COUNTY RECORDERS OFFICE 660 (300- R.O.W.) 330' 660 **LOCATION MAP** (5B (SD) 2B (5G) 330 1320' 1327 678 6 8 HENNESS (7C) PEART ROAD SEE MAP 511-28 SCALE: 1" = 600' 2640' 1326.54 511-31 ROAD 06-24-2008 UPDATED BY: CLW NORTH SA (DKT-541 PG-798) VICINITY MAP (7B) 1618 U.S.A. 16227 HANNA RD 17 (7A) 20 21 22 23 24 28 27 26 25 HOUSER 31 35 HANNA ROAD SEE MAP 511-19\_1 PINAL COUNTY ASSESSORS MAP



|                   | ria (v. 2.0) (Owner:      | tang*)              |                    |             |                  | New Search   |
|-------------------|---------------------------|---------------------|--------------------|-------------|------------------|--------------|
| Search Resu       | lts (43 Entries)          |                     |                    |             |                  | Back to List |
| Parcel Detail     | s (511-30-002B)           |                     |                    |             |                  | View Details |
|                   |                           |                     |                    | % Lini      | k to This Parcel | Print View   |
| Parcel Numb       | er 511-30-002B sho        | ws the following in | formation for Tax  | x Year: 201 | .3 ▼             | Tax Year Cha |
| Parcel<br>Number: | 511-30-002B (Taxing Info  | ormation)           | Primary<br>Owner:  | TANG DAR    | RYL & MAE REVOC  | CABLE TRUST  |
| Section: 10       | Township: 078 Ran         | ge: 06E             | Name 2:            |             |                  |              |
| tlas              | 093-10 Map: View Pa       |                     | In C/O:            |             |                  |              |
| lumber:           |                           |                     |                    | Tax Bi      | Il Mailing Add   | ress         |
|                   | scription: (What is th    |                     | Address:           | 1721 E WIN  |                  |              |
|                   | E & SE NE OF SEC 10-7S-68 |                     | City:              | PHOENIX     |                  |              |
| YING WITHIN A     | ND NLY OF I-8 THEREOF 66  | 5.51 AC             | State:             | AZ          |                  |              |
|                   |                           |                     | Zip Code:          | 85020       |                  |              |
| Sale Amount:      | Not Given                 |                     | Subdivision:       |             |                  |              |
| Document(s):      |                           |                     | Unit:              | Block:      | Lot:             | Phase:       |
| 2005-029113       |                           |                     | Cabinet:           |             | Slide:           |              |
|                   |                           | No Person           | al Property Listed |             |                  |              |
|                   |                           |                     |                    |             |                  |              |
| /alue Details     |                           |                     |                    |             |                  | View Values  |
| alue Details      |                           |                     |                    |             |                  | View Values  |

HANNA

SEE MAP 511-19\_1

ROAD

BATTAGLIA DR

PINAL COUNTY ASSESSORS MAP



**New Search** Search Criteria (v. 2.0) (Parcel Number: 511-30-007-C) **Back to List** Search Results (1 Entries) **View Details** Parcel Details (511-30-007C) Link to This Parcel Print View **Tax Year Chart** Parcel Number 511-30-007C shows the following information for Tax Year: 2013 > Parcel Primary CASA GRANDE MOUNTAIN RANCH LTD PSHIP 511-30-007C (Taxing Information) Number: Owner: Name 2: Section: 10 Township: 07S Range: 06E Atlas 093-10 Map: View Parcel Map In C/O: **Number: Tax Bill Mailing Address** Property Description: (What is this?) Address: **5740 VIA LOS RANCHOS** COM @ E1/4 COR SEC 10 7S 6E TH W 1327.65 TO POB TH S 1080.76 City: PARADISE VALLEY TH N 65D W 184.51 TH N 26D W 1121.24 TH N 973 TH N 77D W 678.37 State: AZ TH N 200 TH E 1326.54 TH S 1316.85 TO POB 33.66 AC Zip Code: 85253 Date of Sale: 6/18/2008 Property Address (Location): \$502,014.00 Sale Amount: Subdivision: Document(s): Unit: Block: Lot: Phase: Slide: Cabinet: 2008-058197 1992-034745 1990-014882 No Personal Property Listed **Value Details View Values** Pinal County is an Equal Opportunity Employer M/F/H/V Pinal County Government Web Disclaimer
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SEC. 10, TN.7S RG.6E 511-30 SEE MAP 511-22 CORNMAN RDAD THIS MAP IS FOR VALUATION PURPOSES ONLY.
THIS OFFICE WILL NOT ASSUME LIABILITY FOR
REPRESENTATION, MEASUREMENTS OR ACREAGE. 1320' 1B (SC) 1A 1-8 THE ORIGINAL PLAT OF THIS SUBDIVISION IS ON FILE WITH THE PINAL COUNTY RECORDERS OFFICE 660 (300- R.D.W.) 330 5F 660 **LOCATION MAP** 5B (SD (2B) 50 3304 1320 1327 678 6 8 HENNESS PEART ROAD SEE MAP 511-28 (7C) SCALE: 1" = 600' 2640 1326.54 P 511-31 ROAD 06-24-2008 NORTH SA (DKT-541 PG-798) UPDATED BY: CLW VICINITY MAP (7B) 1618 U.S.A. HANNA RD (7A) 19 20 21 22 23 24 30 29 28 27 26 25 HOUSER HANNA ROAD SEE MAP 511-19\_1 PINAL COUNTY ASSESSORS MAP



| Search Crite                                        | ria (v. 2.0) (Parcel Number: 511-31-0  | 003-*)                              |               |                | New Sear       |
|-----------------------------------------------------|----------------------------------------|-------------------------------------|---------------|----------------|----------------|
| Search Resu                                         | ilts (1 Entries)                       |                                     |               |                | Back to Li     |
| Parcel Detai                                        | ls (511-31-0030)                       |                                     |               |                | View Deta      |
|                                                     |                                        |                                     | % Lin         | k to This Parc | el 🖷 Print Vie |
| Parcel Numb                                         | per 511-31-0030 shows the following    | information for Tax                 | Year: 20      | 13 -           | Tax Year C     |
| Parcel<br>Number:                                   | 511-31-0030 (Taxing Information)       | Primary<br>Owner:                   | SANCHEZ       | JULIAN J       |                |
| Section: 11                                         | Township: 07S Range: 06E               | Name 2:                             |               |                |                |
| Atlas                                               | 093-11 Map: View Parcel Map            | In C/O:                             |               |                |                |
| Number:                                             |                                        |                                     | Tax B         | ill Mailing Ad | dress          |
| Property Des                                        | scription: (What is this?)             | Address:                            | 7850 S GR     | ANDVIEW AVE    |                |
| SW NW LESS 13                                       | 3.70 AC TO STATE SEC 11-7S-6E 26.30 AC | City:                               | TEMPE         |                |                |
|                                                     |                                        | State:                              | AZ            |                |                |
|                                                     |                                        | Tin Codes                           | 85284         |                |                |
| Date of Cale                                        | 2044007                                | Zip Code:                           |               |                |                |
|                                                     | 2/24/1997                              | Property Address                    |               | :              |                |
| Sale Amount:                                        | 2/24/1997<br>\$41,368.00               |                                     |               | :              |                |
| Sale Amount:                                        |                                        | Property Addres                     |               | :<br>Lot:      | Phase:         |
| Sale Amount: Document(s):                           |                                        | Property Address Subdivision:       | ss (Location) |                | Phase:         |
| Date of Sale: Sale Amount: Document(s): 1997-006203 | \$41,368.00                            | Property Address Subdivision: Unit: | ss (Location) | Lot:           | Phase:         |

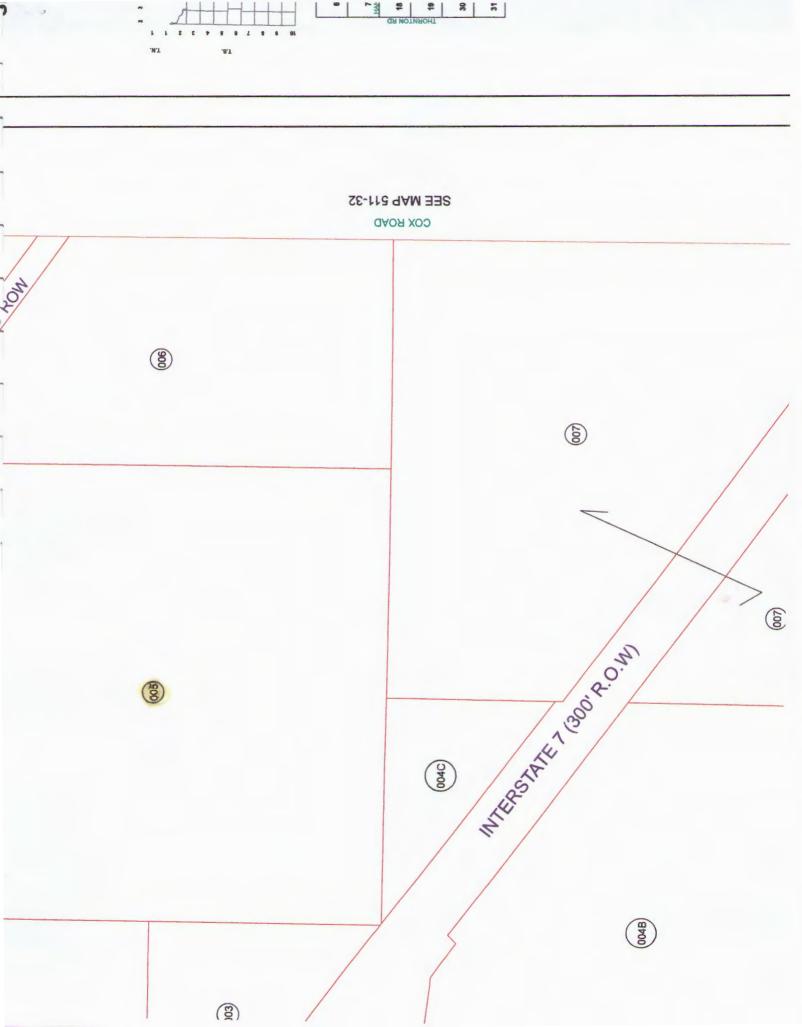
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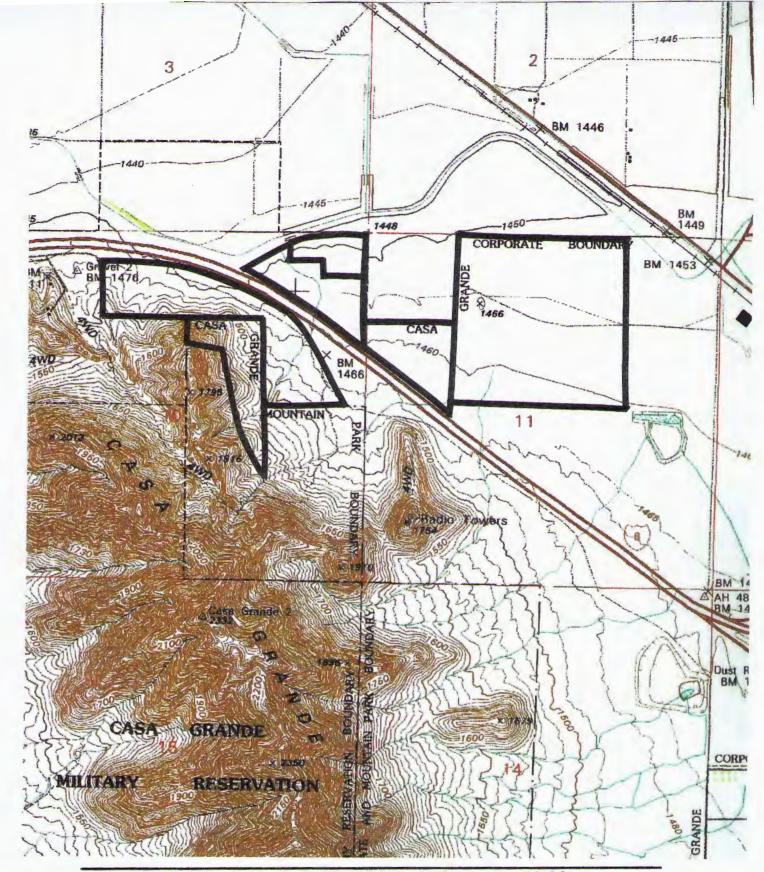
Search Criteria (v. 2.0) (Parcel Number: 511-31-005-0) **New Search** Search Results (1 Entries) **Back to List View Details** Parcel Details (511-31-0050) Link to This Parcel Print View **Tax Year Chart** Parcel Number 511-31-0050 shows the following information for Tax Year: 2013 CASA GRANDE MOUNTAIN RANCH LTD PSHIP Parcel **Primary** 511-31-0050 (Taxing Information) Number: Owner: Section: 11 Township: 07S Range: 06E Name 2: C/O CHASSE GEORGE Atlas 093-11 Map: View Parcel Map In C/O: Number: **Tax Bill Mailing Address** Property Description: (What is this?) Address: 5740 VIA LOS RANCHOS E1/2 NW & W1/2 NE OF SEC 11-7S-6E 160.00 AC City: PARADISE VALLEY State: AZ Zip Code: 85253 Date of Sale: Not Given Property Address (Location): Sale Amount: Not Given Subdivision: Document(s): Unit: Block: Lot: Phase: Cabinet: Slide: No Personal Property Listed **Value Details View Values** Pinal County is an Equal Opportunity Employer M/F/H/V Pinal County Government Web Disclaimer Site Map © 2013 Pinal County about the website to the WebMaster. Send any comments, questions, criticisms, or suggestions



### APPENDIX B

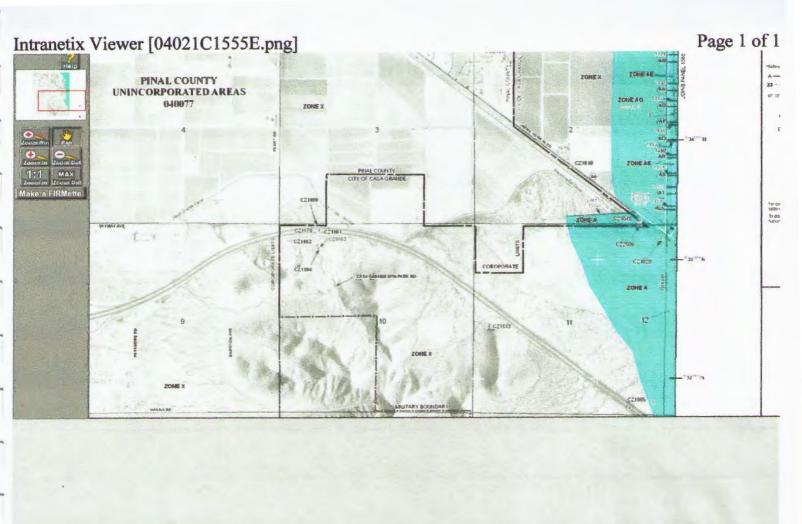


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Casa Grande Mountain, AZ. 7.5 Min. USGS Topographic Map Casa Grande Mountain Ranch Pinal County, Az.



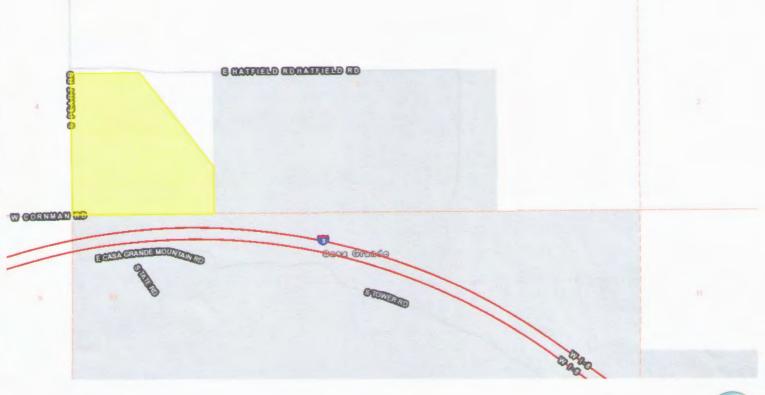


### NORTH PARCEL LOCATION MAPS



# Pinal County Web Map





200m

Pinal County does not guarantee the information contained in this map to be an accurate representation of actual existing conditions





1000n

# Pinal County Web Map







Pinal County does not guarantee the information contained in this map to be an accurate representation of actual existing conditions



## Pinal County Web Map







400m

1000m

# Pinal County Web Map







Pinal County does not guarantee the information contained in this map to be an accurate representation of actual existing conditions

### SOUTH PARCEL LOCATION MAPS

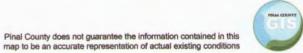


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# Pinal County Web Map







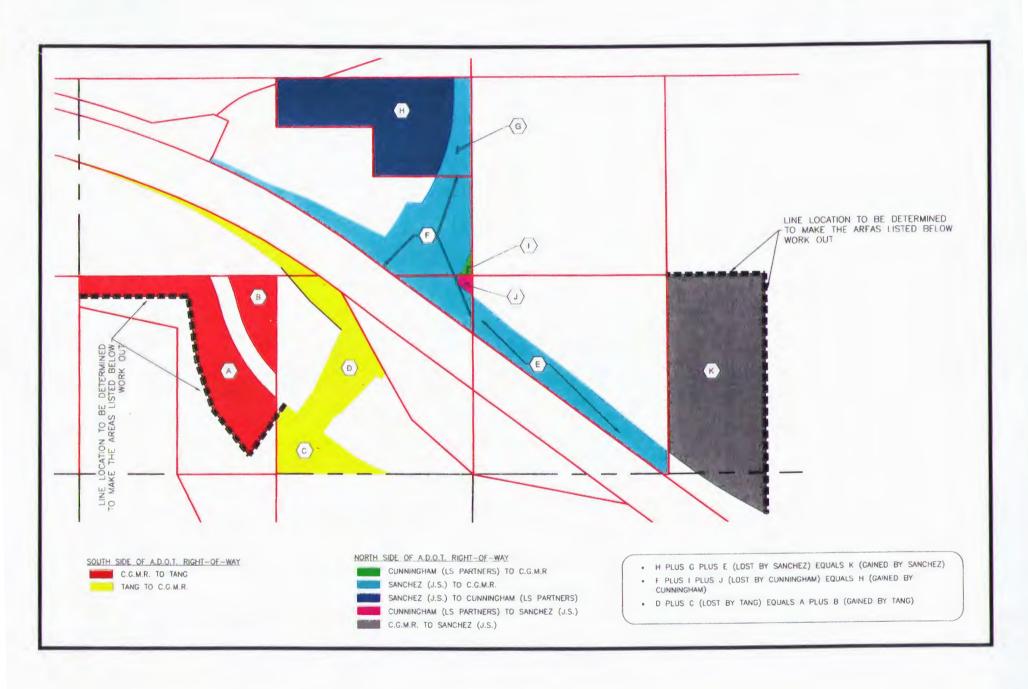


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# Pinal County Web Map







### COTTRELL ENGINEERING PARCEL SURVEYS

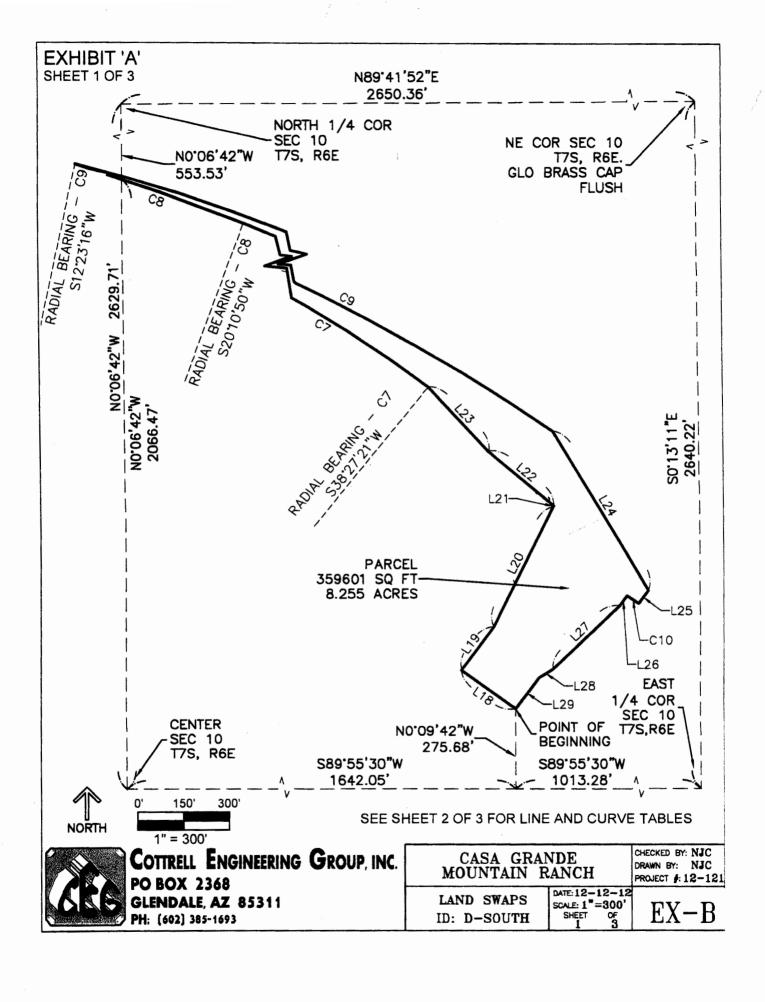


EXHIBIT 'A' SHEET 2 OF 3

| LINE TABLE |         |              |  |  |
|------------|---------|--------------|--|--|
| LINE#      | LENGTH  | DIRECTION    |  |  |
| L18        | 220.00' | N53*51'01"W  |  |  |
| L19        | 179.00  | N36'09'01"E  |  |  |
| L20        | 447.21  | N25°50'44"E  |  |  |
| L21        | 5.01    | N36'09'01"E  |  |  |
| L22        | 283.04  | N48*25'51"W  |  |  |
| L23        | 294.46  | N41°42'22"W  |  |  |
| L24        | 620.99' | S29'33'09"E  |  |  |
| L25        | 53.42'  | S36'09'01"W  |  |  |
| L26        | 41.00'  | S36'09'01"W  |  |  |
| L27        | 304.14  | S45*36'45"W  |  |  |
| L28        | 53.85'  | \$57'57'06"W |  |  |
| L29        | 129.00' | S36'09'01"W  |  |  |

|        | CURVE TABLE |         |           |  |
|--------|-------------|---------|-----------|--|
| CURVE# | LENGTH      | RADIUS  | DELTA     |  |
| C7     | 1120.64     | 3739.72 | 17'10'09" |  |
| C8     | 583.15      | 9767.68 | 3°25'14"  |  |
| C9     | 2139.20'    | 5579.58 | 21'58'02" |  |
| C10    | 45.00'      | 5924.58 | 0.26,07,  |  |



COTTRELL ENGINEERING GROUP, INC. PO BOX 2368
GLENDALE, AZ 85311
PH: (602) 385-1693

CASA GRANDE MOUNTAIN RANCH

NDE
ANCH
CHECKED BY: NJC
DRAWN BY: NJC
PROJECT # 12-121

LAND SWAPS
ID: D-SOUTH

SCALE: SHEET OF 2 3

#### EXHIBIT 'A'

SHEET 3 OF 3

A PORTION OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 10.

THENCE SOUTH 89'55'30" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1013.28 FEET;

THENCE NORTH 00'09'42" WEST A DISTANCE OF 275.68 FEET TO THE TRUE POINT OF BEGINNING:

THENCE NORTH 53' 51' 01"WEST A DISTANCE OF 220.00 FEET;

THENCE NORTH 36' 09' 01"EAST A DISTANCE OF 179.00 FEET:

THENCE NORTH 25' 50' 44"EAST A DISTANCE OF 447.21 FEET;

THENCE NORTH 36' 09' 01"EAST A DISTANCE OF 5.01 FEET;

THENCE NORTH 48° 25' 51"WEST A DISTANCE OF 283.04 FEET;

THENCE NORTH 41' 42' 22"WEST A DISTANCE OF 294.46 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF SOUTH 38'27'21" WEST, A RADIUS OF 3739.72 FEET AND A DELTA OF 17'10'09";

THENCE ALONG SAID CURVE A DISTANCE OF 1120.64 FEET TO A SECOND NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF SOUTH 20'10'50" WEST, A RADIUS OF 9767.68 FEET AND A DELTA OF 03'25'14";

THENCE ALONG SAID CURVE A DISTANCE OF 583.15 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING OF SOUTH 12'23'16" WEST, A RADIUS OF 5579.58 FEET AND A DELTA OF 21'58'02";

THENCE ALONG SAID CURVE A DISTANCE OF 2139.20 FEET;

THENCE SOUTH 29' 33' 09"EAST A DISTANCE OF 620.99 FEET;

THENCE SOUTH 36' 09' 01"WEST A DISTANCE OF 53.42 FEET TO A NON —TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5924.58 FEET A DELTA OF 0'26'07" AND A CHORD BEARING OF NORTH 54'03'34" WEST;

THENCE ALONG SAID CURVE A DISTANCE OF 45.00 FEET;

THENCE SOUTH 36' 09' 01" WEST A DISTANCE OF 41.00 FEET;

THENCE SOUTH 45' 36' 45" WEST A DISTANCE OF 304.14 FEET;

THENCE SOUTH 57' 57' 06" WEST A DISTANCE OF 53.85 FEET;

THENCE SOUTH 36" 09" 01" WEST A DISTANCE OF 129.00 FEET TO THE TRUE POINT OF BEGINNING.

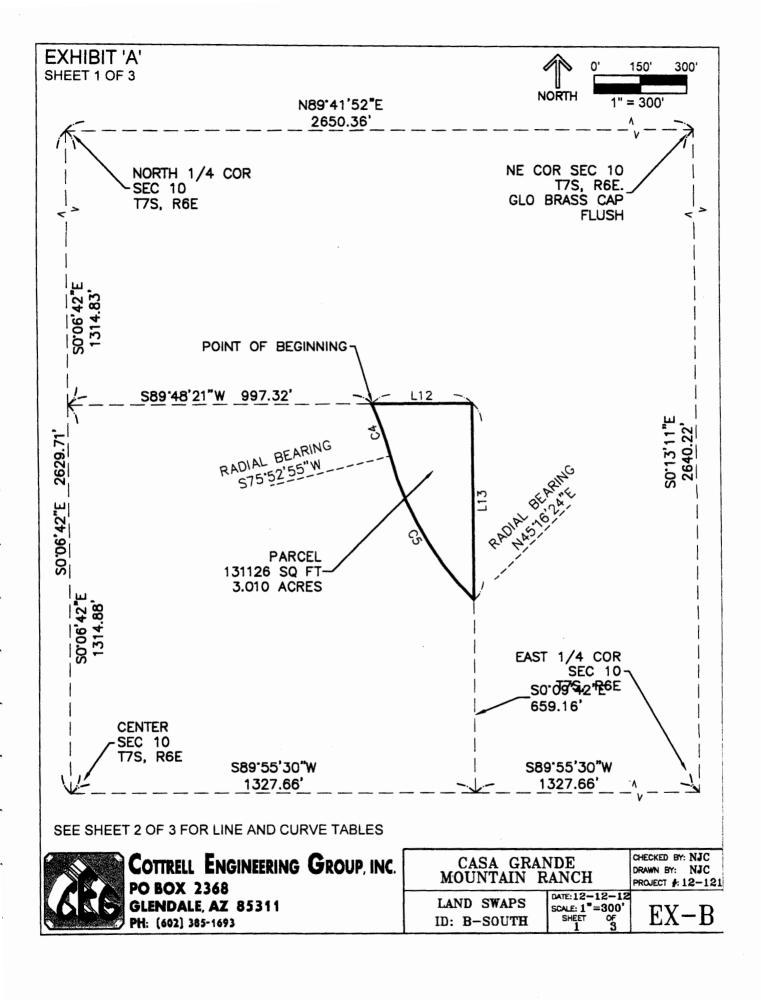


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PH: (602) 385-1693

CASA GRANDE MOUNTAIN RANCH CHECKED BY: NJC
DRAWN BY: NJC
PROJECT #:12-121

LAND SWAPS
ID: D-SOUTH

DATE: 12-12-12
SCALE:
SHEET OF



**EXHIBIT 'A'** SHEET 2 OF 3

| LINE TABLE |         |             |  |  |
|------------|---------|-------------|--|--|
| LINE#      | LENGTH  | DIRECTION   |  |  |
| L1         | 876.46  | N89*48'21"E |  |  |
| L2         | 126.43' | N00°06'42"W |  |  |
| L3         | 720.65  | S89'48'21"W |  |  |
| L4         | 471.54  | N12°47'17"W |  |  |
| L5         | 396.40' | N16'22'59"W |  |  |
| L6         | 299.11  | N50°49'35"W |  |  |
| L7         | 271.57  | S36'08'59"W |  |  |
| L8         | 130.09  | S00'09'42"E |  |  |

| CURVE TABLE                |        |         |           |  |
|----------------------------|--------|---------|-----------|--|
| CURVE# LENGTH RADIUS DELTA |        |         |           |  |
| C1                         | 723.85 | 1155.00 | 35'54'28" |  |
| C2                         | 216.81 | 1045.00 | 11'53'15" |  |



| CASA   | GRANDE   |  |
|--------|----------|--|
| MOUNTA | IN RANCH |  |

LAND SWAPS

ID: A-SOUTH

DATE: 12-12-12 SCALE:

SHEET 2

EX-A

CHECKED BY: NJC DRAWN BY: NJC PROJECT #: 12-121

EXHIBIT 'A' SHEET 2 OF 3

| LINE TABLE              |        |             |  |  |
|-------------------------|--------|-------------|--|--|
| LINE# LENGTH DIRECTION  |        |             |  |  |
| L12 329.19' N89*48'21"E |        |             |  |  |
| L13                     | 658.48 | S00'09'42"E |  |  |

| CURVE TABLE                 |        |         |           |  |
|-----------------------------|--------|---------|-----------|--|
| CURVE# LENGTH RADIUS DELTA  |        |         |           |  |
| C4 186.99' 1155.00 9'16'34" |        |         |           |  |
| C5                          | 558.26 | 1045.00 | 30'36'30" |  |



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CASA GRANDE MOUNTAIN RANCH

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PROJECT #: 12-121

LAND SWAPS
ID: B-SOUTH

DATE: 12-12-12 SCALE: SHEET OF

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 10.

THENCE SOUTH 00'06'42" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1314.83 FEET.

THENCE NORTH 89' 48' 21" EAST A DISTANCE OF 997.32 FEET TO THE TRUE POINT OF BEGINNING

THENCE CONTINUE NORTH 89' 48' 21" EAST A DISTANCE OF 329.19 FEET:

THENCE SOUTH 00°09'42" EAST A DISTANCE OF 658.48 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF NORTH 45'16'24" EAST AND A RADIUS OF 1045.00 FEET AND A DELTA OF 30'36'30";

THENCE 558.26 FEET ALONG SAID CURVE TO A POINT ON A POINT OF REVERSE CURVATURE.

THENCE 186.99 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1155.00 FEET, A DELTA OF 09'16'34" AND A RADIAL BEARING OF SOUTH 75'52'55" WEST TO THE TRUE POINT OF BEGINNING;



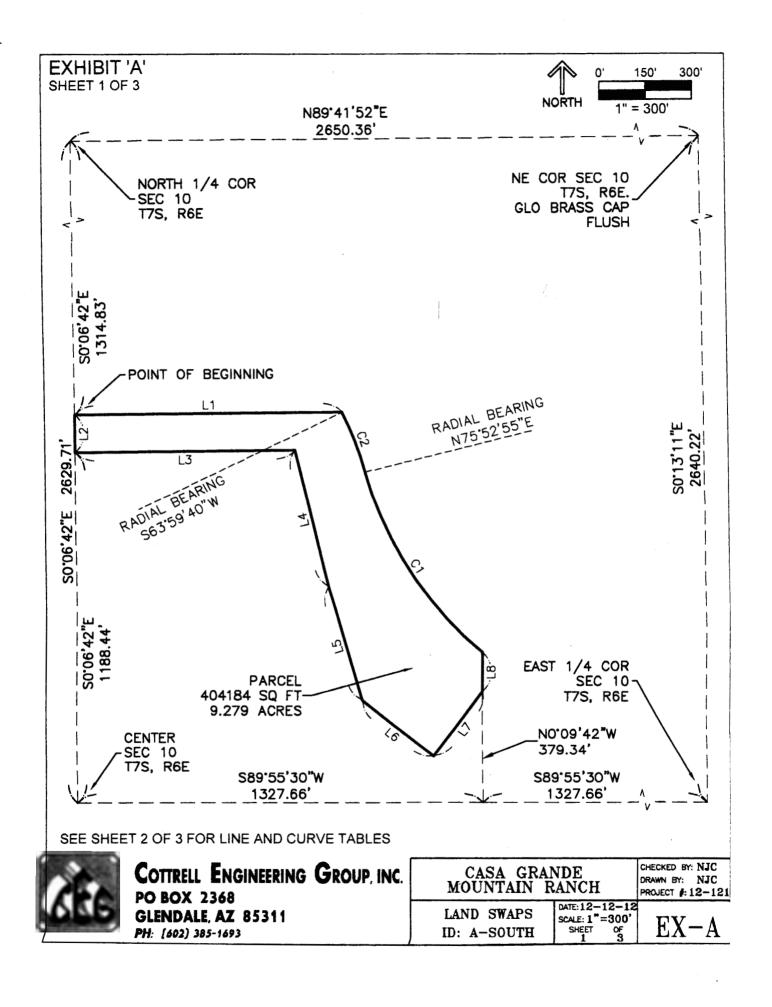
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CASA GRANDE MOUNTAIN RANCH

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A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 10.

THENCE SOUTH 00.06'42" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1314.83 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 89' 48' 21" EAST A DISTANCE OF 876.46 FEET TO A NON-TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF SOUTH 63'59'40" WEST AND A RADIUS OF 1045.00 FEET AND A DELTA OF 11'53'15";

THENCE 216.81 FEET ALONG SAID CURVE TO A POINT ON A POINT OF REVERSE CURVATURE.

THENCE 723.85 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1155.00 FEET, A DELTA OF 35'54'28" AND A RADIAL BEARING OF NORTH 75'52'55" EAST:

THENCE SOUTH 0' 09' 42" EAST A DISTANCE OF 130.09 FEET;

THENCE SOUTH 36' 08' 59" WEST A DISTANCE OF 271.57 FEET;

THENCE NORTH 50' 49' 35" WEST A DISTANCE OF 299.11 FEET:

THENCE NORTH 16' 22' 59" WEST A DISTANCE OF 396.40 FEET;

THENCE NORTH 12' 47' 17" WEST A DISTANCE OF 471.54 FEET;

THENCE SOUTH 89' 48' 21" WEST A DISTANCE OF 720.65 FEET TO A POINT ON SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10;

THENCE ALONG SAID WEST LINE NORTH 0' 06' 42" WEST A DISTANCE OF 126.43 FEET TO THE TRUE POINT OF BEGINNING:



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PROJECT #: 12-121

LAND SWAPS ID: A-SOUTH

DATE:12-12-12 SCALE: SHEET OF

§ EX−A

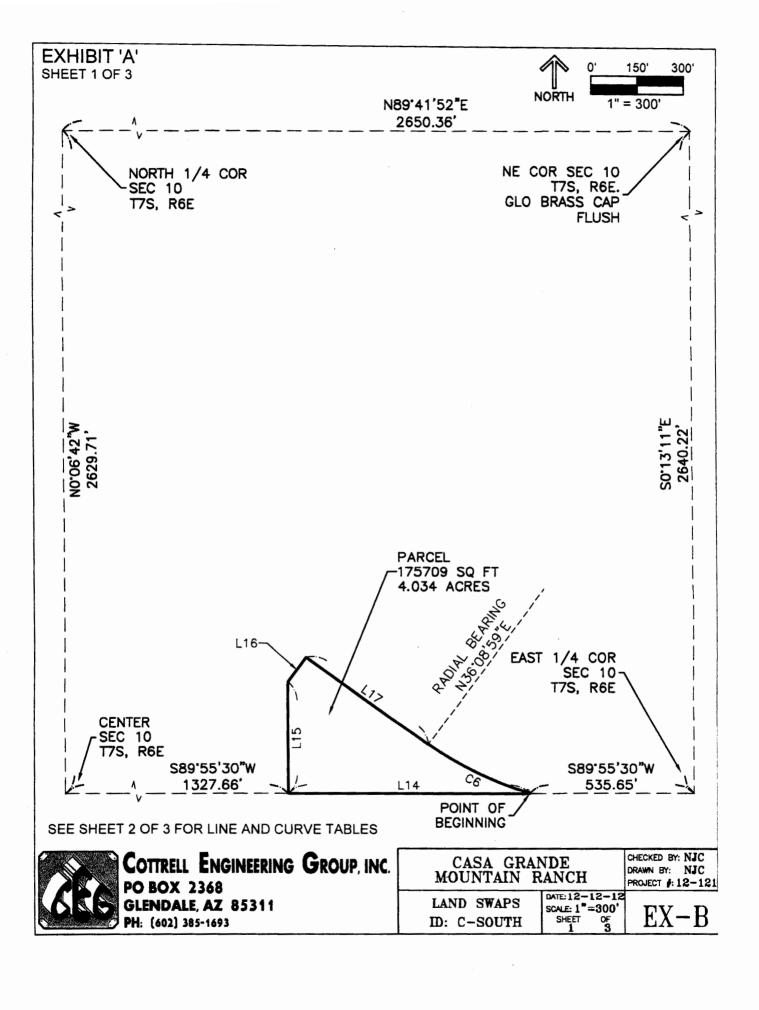


EXHIBIT 'A' SHEET 2 OF 3

| LINE TABLE |                  |             |  |  |
|------------|------------------|-------------|--|--|
| LINE#      | LENGTH DIRECTION |             |  |  |
| L14        | 792.01           | S89*55'30"W |  |  |
| L15        | 379.34           | N00°09'42"W |  |  |
| L16        | 102.26           | N36°08'59"E |  |  |
| L17        | 495.80'          | S53'51'01"E |  |  |

| CURVE TABLE                  |  |  |  |  |  |
|------------------------------|--|--|--|--|--|
| CURVE# LENGTH RADIUS DELTA   |  |  |  |  |  |
| C6 374.27' 1155.00 18'33'58" |  |  |  |  |  |



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PROJECT #: 12-121

LAND SWAPS
ID: C-SOUTH

DATE: 12-12-12 SCALE:

SHEET OF 2 3

EXHIBIT 'A' SHEET 3 OF 3

> A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 10.

THENCE SOUTH 89'55'30" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 535.65 FEET TO THE TRUE POINT OF BEGINNING

THENCE CONTINUE SOUTH 89'55'30" EAST A DISTANCE OF 792.01 FEET;

THENCE NORTH 00'09'42" WEST A DISTANCE OF 379.34 FEET:

THENCE NORTH 36'08'59" EAST A DISTANCE OF 102.26 FEET:

THENCE SOUTH 53'51'01" EAST A DISTANCE OF 495.80 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF NORTH 36'08'59" EAST AND A RADIUS OF 1155.00 FEET, A LENGTH OF 374.27 FEET AND A DELTA OF 18'33'58" TO THE TRUE POINT OF BEGINNING.



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CASA GRANDE MOUNTAIN RANCH

DATE: 12-12-12 SCALE:

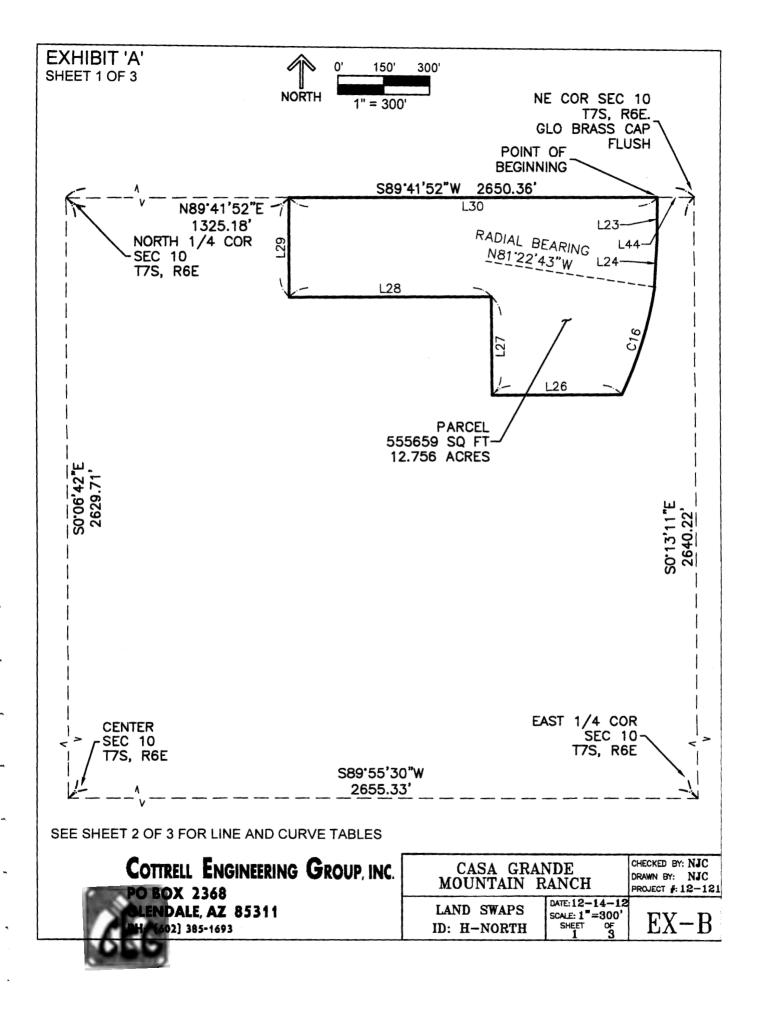
PROJECT #: 12-121

LAND SWAPS ID: C-SOUTH

SHEET

CHECKED BY: NJC

DRAWN BY: NJC



| LINE TABLE |         |             |  |
|------------|---------|-------------|--|
| LINE#      | LENGTH  | DIRECTION   |  |
| L23        | 144.50' | S00'13'10"E |  |
| L24        | 155.38' | S03'28'14"W |  |
| L26        | 423.31  | S89*45'10"W |  |
| L27        | 329.71  | N00°11'42"W |  |
| L28        | 662.73' | S89'43'31"W |  |
| L29        | 329.39  | N00°10′13"W |  |
| L30        | 1205.24 | N89°41'52"E |  |
| L44        | 119.94  | S89'41'52"W |  |

| CURVE TABLE                   |  |  |  |  |
|-------------------------------|--|--|--|--|
| CURVE# LENGTH RADIUS DELTA    |  |  |  |  |
| C16 377.98' 1340.93 16'09'02" |  |  |  |  |

COTTRELL ENGINEERING GROUP, INC. PO BOX 2368 GLENDALE, AZ 85311 H: [602] 385-1693

CASA GRANDE MOUNTAIN RANCH

DATE: 12-14-12

LAND SWAPS ID: H-NORTH SCALE: SHEET 2

CHECKED BY: NJC

DRAWN BY: NJC PROJECT #: 12-121

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10.

THENCE SOUTH 89°41'52" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10 A DISTANCE OF 119.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00'13'10" EAST A DISTANCE OF 144.50 FEET;

THENCE SOUTH 03'28'14" WEST A DISTANCE OF 155.38 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT:

THENCE 377.98 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1340.93 FEET, A DELTA OF 16'09'02" AND A RADIAL BEARING OF NORTH 81'22'43" WEST:

THENCE SOUTH 89'45'10" WEST A DISTANCE OF 423.31 FEET;

THENCE NORTH 00'11'42" WEST A DISTANCE OF 329.71 FEET;

THENCE SOUTH 89'43'31" WEST A DISTANCE OF 662.73 FEET;

THENCE NORTH 00'10'13"WEST A DISTANCE OF 329.39 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10;

THENCE NORTH 89°41'52"EAST ALONG SAID NORTH LINE A DISTANCE OF 1205.24 FEET TO THE POINT OF BEGINNING.

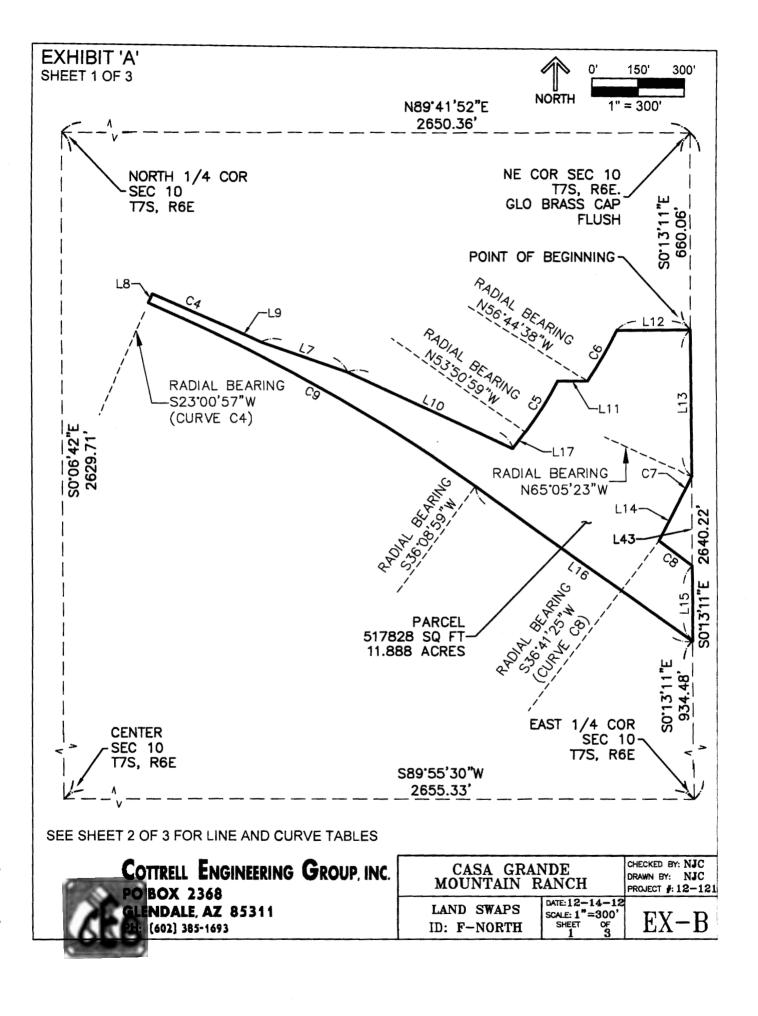
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PO BOX 2368
CLENDALE, AZ 85311
DH. (602) 385-1693

CASA GRANDE MOUNTAIN RANCH

CHECKED BY: NJC DRAWN BY: NJC PROJECT #: 12-121

LAND SWAPS
ID: H-NORTH

DATE:12-14-12 SCALE: SHEET OF 3 3



| LINE TABLE |         |             |  |
|------------|---------|-------------|--|
| LINE#      | LENGTH  | DIRECTION   |  |
| L7         | 301.50  | S70°05'17"E |  |
| L8         | 32.62'  | N24'06'10"E |  |
| L9         | 121.28' | S64'22'39"E |  |
| L10        | 599.48' | S64'22'39"E |  |
| L11        | 98.96'  | S89'12'41"E |  |
| L12        | 239.56' | N89'45'10"E |  |
| L13        | 496.28  | S00'13'11"E |  |
| L14        | 149.05  | S26°55'41"W |  |
| L15        | 253.02  | S00°13'11"E |  |
| L16        | 877.51  | N53°51'01"W |  |
| L17        | 69.42   | N36*09'01"E |  |
| L43        | 296.40  | S00°13'11"E |  |

| CURVE TABLE |          |         |           |  |
|-------------|----------|---------|-----------|--|
| CURVE#      | LENGTH   | RADIUS  | DELTA     |  |
| C4          | 267.55   | 5880.58 | 2'36'24"  |  |
| C5          | 204.06   | 1190.00 | 9'49'30"  |  |
| C6          | 198.56'  | 1340.93 | 8'29'03"  |  |
| C7          | 89.90'   | 1525.59 | 3°22'35"  |  |
| C8          | 136.99'  | 5834.58 | 1°20'43"  |  |
| С9          | 1236.23' | 5879.58 | 12'02'49" |  |

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GLENDALE, AZ 85311
11: (602) 385-1693

CASA GRANDE MOUNTAIN RANCH CHECKED BY: NJC
DRAWN BY: NJC
PROJECT #: 12-121

LAND SWAPS ID: F-NORTH

SCALE: SHEET 2

HEET OF 3

DATE: 12-14-12

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10.

THENCE SOUTH 00'13'11" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 660.06 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUE SOUTH 0'13'11"EAST A DISTANCE OF 496.28 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE 89.90 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1525.59 FEET, A DELTA OF 03'22'35" AND A RADIAL BEARING OF NORTH 65'05'23" WEST;

THENCE SOUTH 26'55'41"WEST A DISTANCE OF 149.05 FEET:

THENCE 136.99 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5834.58 FEET, A DELTA OF 01°20'43" AND A RADIAL BEARING OF SOUTH 36°41'25" WEST TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10;

THENCE SOUTH 0'13'11"EAST ALONG SAID EAST LINE A DISTANCE OF 253.02 FEET:

THENCE NORTH 53'51'01"WEST A DISTANCE OF 877.51 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT;

THENCE 1236.23 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5879.58 FEET A DELTA OF 12'02'49" AND A RADIAL BEARING OF SOUTH 36'08'59" WEST;

THENCE NORTH 24'06'10"EAST A DISTANCE OF 32.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE 267.55 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5880.58 FEET: A DELTA OF 02'36'24" AND A RADIAL BEARING OF SOUTH 23'00'57" WEST:

THENCE SOUTH 64'22'39"EAST A DISTANCE OF 121.28 FEET:

THENCE SOUTH 70'05'17"EAST A DISTANCE OF 301.50 FEET;

THENCE SOUTH 64'22'39"EAST A DISTANCE OF 599.48 FEET;

THENCE NORTH 36'09'01"EAST A DISTANCE OF 69.42 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT:

THENCE 204.06 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1190.00 FEET A DELTA OF 09'49'30" AND A RADIAL BEARING OF NORTH 53'50'59" WEST;

THENCE SOUTH 89'12'41"EAST A DISTANCE OF 98.96 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 198.56 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1340.93 FEET A DELTA OF 08'29'03" AND A RADIAL BEARING OF NORTH 56'44'38" WEST;

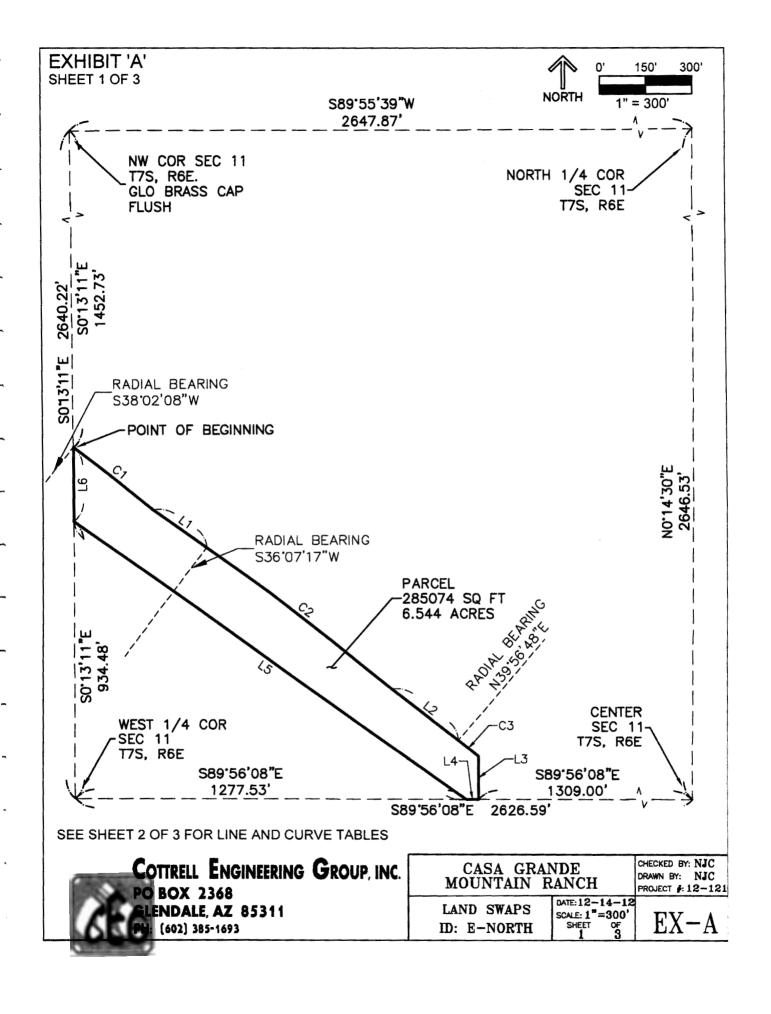
THENCE NORTH 89'45'10"EAST A DISTANCE OF 239.56 TO THE TRUE POINT OF BEGINNING.

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GLENDALE, AZ 85311
ER: (602) 385-1693

CASA GRANDE MOUNTAIN RANCH CHECKED BY: NJC
DRAWN BY: NJC
PROJECT #: 12-121

LAND SWAPS
ID: F-NORTH

DATE:12-14-12
SCALE:
SHEET OF
3



| LINE TABLE |         |             |  |
|------------|---------|-------------|--|
| LINE#      | LENGTH  | DIRECTION   |  |
| L1         | 214.81' | S53'52'43"E |  |
| L2         | 276.17  | S51°30'21"E |  |
| L3         | 146.43  | S00°04'56"E |  |
| L4         | 40.06'  | N89*56'08"W |  |
| L5         | 1586.56 | N53'51'01"W |  |
| L6         | 253.02  | N00'13'11"W |  |

| CURVE TABLE                |        |          |          |
|----------------------------|--------|----------|----------|
| CURVE# LENGTH RADIUS DELTA |        |          |          |
| C1                         | 337.06 | 5834.58  | 3'18'36" |
| C2                         | 770.71 | 11544.16 | 3'49'31" |
| C3                         | 85.28' | 3739.72  | 1'18'24" |

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CASA GRANDE MOUNTAIN RANCH

DATE:12-14-12

DRAWN BY: NJC PROJECT #: 12-121

LAND SWAPS ID: E-NORTH

SCALE: SHEET 2

EX-A

A PORTION OF THE NORTHWEST QUARTER OF SECTION 11 AND, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 11.

Burk & B

THENCE SOUTH 00'13'11" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 11, A DISTANCE OF 1452.73 FEET TO THE TRUE POINT OF BEGINNING.

THENCE A DISTANCE OF 337.06 FEET ALONG A CURVE TO THE RIGHT WITH A RADIAL BEARING OF SOUTH 38'02'08" WEST, A RADIUS OF 5834.58 FEET, A DELTA OF 03'18'36":

THENCE SOUTH 53'52'43" EAST A DISTANCE OF 214.81 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT;

THENCE A DISTANCE OF 770.71 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIAL BEARING OF SOUTH 36'07'17" WEST, A RADIUS OF 11544.16 FEET. A DELTA OF 03'49'31";

THENCE SOUTH 51'30'21" EAST A DISTANCE OF 276.17 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE A DISTANCE OF 85.28 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 39'56'48" EAST, A RADIUS OF 3739.72 FEET, A DELTA OF 01'18'24";

THENCE SOUTH 00°04'56" EAST A DISTANCE OF 146.43 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 11;

THENCE NORTH 89'56'08" WEST ALONG SAID SOUTH LINE A DISTANCE OF 40.06 FEET;

THENCE NORTH 53'51'01" WEST A DISTANCE OF 1586.56 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 11:

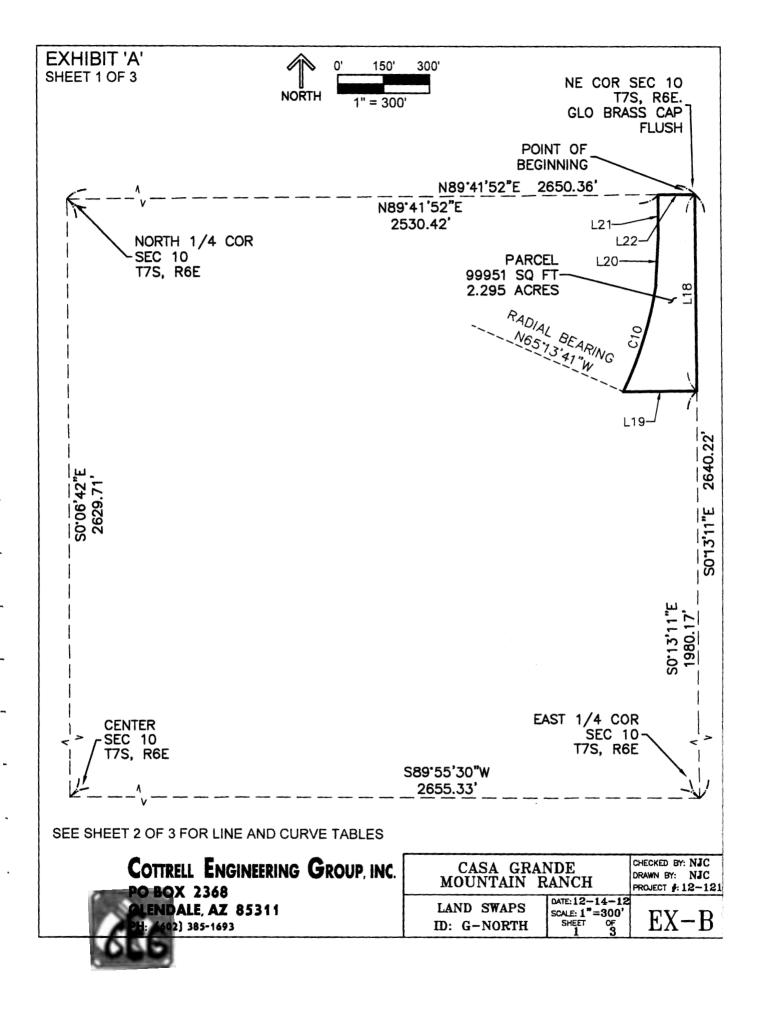
THENCE NORTH 00'13'11" WEST ALONG SAID WEST LINE A DISTANCE OF 253.02 FEET TO THE TRUE POINT OF BEGINNING.

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DRAWN BY: NJC
PROJECT #: 12-121

LAND SWAPS
ID: E-NORTH

DATE: 12-14-12 SCALE: SHEET OF



| LINE TABLE |         |             |  |
|------------|---------|-------------|--|
| LINE#      | LENGTH  | DIRECTION   |  |
| L18        | 660.06  | S00°13'11"E |  |
| L19        | 239.56' | S89'45'10"W |  |
| L20        | 155.38' | N03'28'14"E |  |
| L21        | 144.50' | N00'13'10"W |  |
| L22        | 119.94' | N89'41'52"E |  |

| CURVE TABLE                |         |         |           |  |
|----------------------------|---------|---------|-----------|--|
| CURVE# LENGTH RADIUS DELTA |         |         |           |  |
| C10                        | 377.98' | 1340.93 | 16'09'02" |  |

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CASA GRANDE MOUNTAIN RANCH

LAND SWAPS

ID: G-NORTH

DRAWN BY: NJC PROJECT #: 12-121 DATE:12-14-12 SCALE:

SHEET 2

EX-A

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10.

THENCE SOUTH 00'13'11" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 660.06 FEET.

THENCE SOUTH 89'45'10"WEST A DISTANCE OF 239.56 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 377.98 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1340.93 FEET, A DELTA OF 16'09'02" AND A RADIAL BEARING OF NORTH 65'13'41" WEST:

THENCE NORTH 03'28'14"EAST A DISTANCE OF 155.38 FEET;

THENCE NORTH 00°13'10"WEST A DISTANCE OF 144.50 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10;

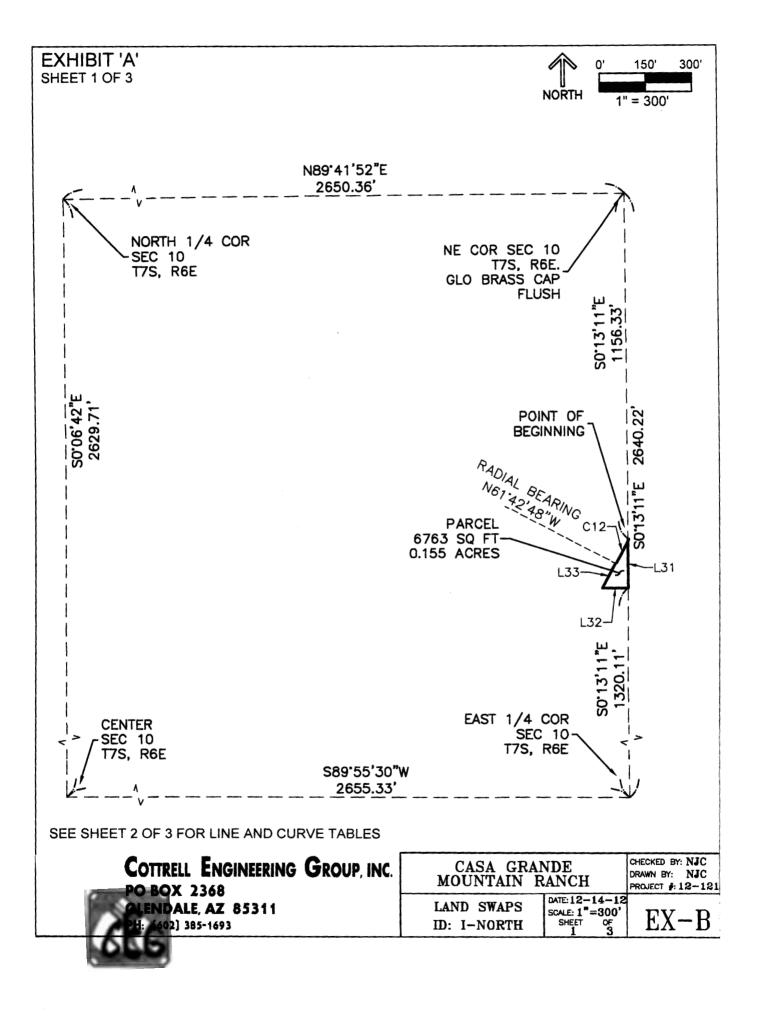
THENCE NORTH 89'41'52"EAST ALONG SAID NORTH LINE A DISTANCE OF 119.94 FEET TO THE POINT OF BEGINNING.

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CASA GRANDE MOUNTAIN RANCH CHECKED BY: NJC DRAWN BY: NJC PROJECT #:12-121

LAND SWAPS ID: G-NORTH DATE: 12-14-12 SCALE: SHEET OF 3 3



|                       | LINE TABLE  |        |             |  |
|-----------------------|-------------|--------|-------------|--|
| LINE# LENGTH DIRECTIO |             |        | DIRECTION   |  |
|                       | L31 163.78' |        | S00°13'11"E |  |
|                       | L32         | 83.37' | S89°49'05"W |  |
|                       | L33         | 93.84' | N26°55'41"E |  |

| CURVE TABLE                |        |         |          |  |
|----------------------------|--------|---------|----------|--|
| CURVE# LENGTH RADIUS DELTA |        |         |          |  |
| C12                        | 89.90' | 1525.59 | 3'22'35" |  |

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CASA GRANDE MOUNTAIN RANCH

DRAWN BY: NJC PROJECT #: 12-121

LAND SWAPS ID: I-NORTH DATE: 12-14-12 SCALE: SHEET OF 2 3

EX-A

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10.

THENCE SOUTH 00'13'11" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1156.33 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUE SOUTH 0°13'11"EAST A DISTANCE OF 163.78 FEET:

THENCE SOUTH 89'49'05" WEST A DISTANCE OF 83.37 FEET;

THENCE NORTH 26'55'41" EAST A DISTANCE OF 93.84 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 89.90 FEET ALONG SAID CURVE TO THE LEFT TO THE TRUE POINT OF BEGINNING. SAID CURVE HAVING A RADIUS OF 1525.59 FEET, A DELTA OF 03'22'35" AND A RADIAL BEARING OF NORTH 61'42'48" WEST:

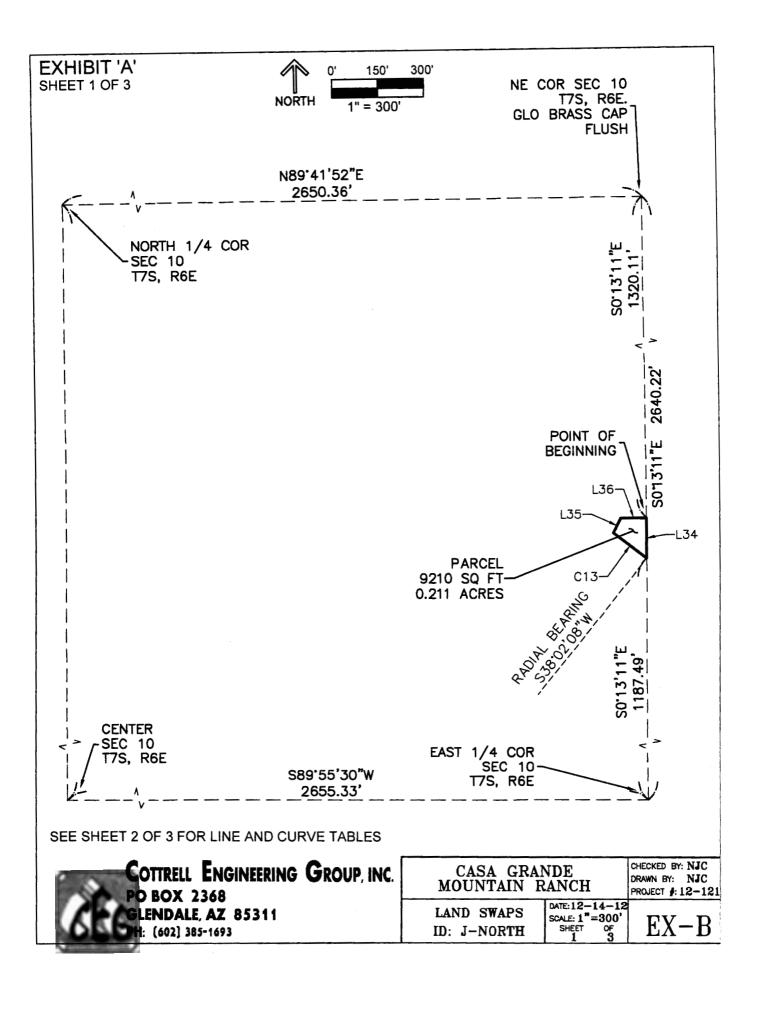
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LAND SWAPS
ID: I-NORTH

DATE:12-14-12 SCALE: SHEET OF 3 3



| LINE TABLE |        |             |  |
|------------|--------|-------------|--|
| LINE#      | LENGTH | DIRECTION   |  |
| L34        | 132.62 | S00'13'11"E |  |
| L35        | 55.20' | N26'55'41"E |  |
| L36        | 83.37  | N89'49'05"E |  |

| CURVE TABLE                  |  |  |  |  |
|------------------------------|--|--|--|--|
| CURVE# LENGTH RADIUS DELTA   |  |  |  |  |
| C13 136.99' 5834.58 1'20'43" |  |  |  |  |

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CASA GRANDE MOUNTAIN RANCH

LAND SWAPS

ID: J-NORTH

DATE: 12-14-12

DATE: SCALE: SHEET 2

EX-A

PROJECT #: 12-121

CHECKED BY: NJC

DRAWN BY: NJC

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10.

THENCE SOUTH 00'13'11" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1320.11 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUE SOUTH 0'13'11" EAST A DISTANCE OF 132.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT:

THENCE 136.99 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5834.58 FEET, A DELTA OF 01'20'43" AND A RADIAL BEARING OF SOUTH 38'02'08" WEST:

THENCE NORTH 26'55'41" EAST A DISTANCE OF 55.20 FEET;

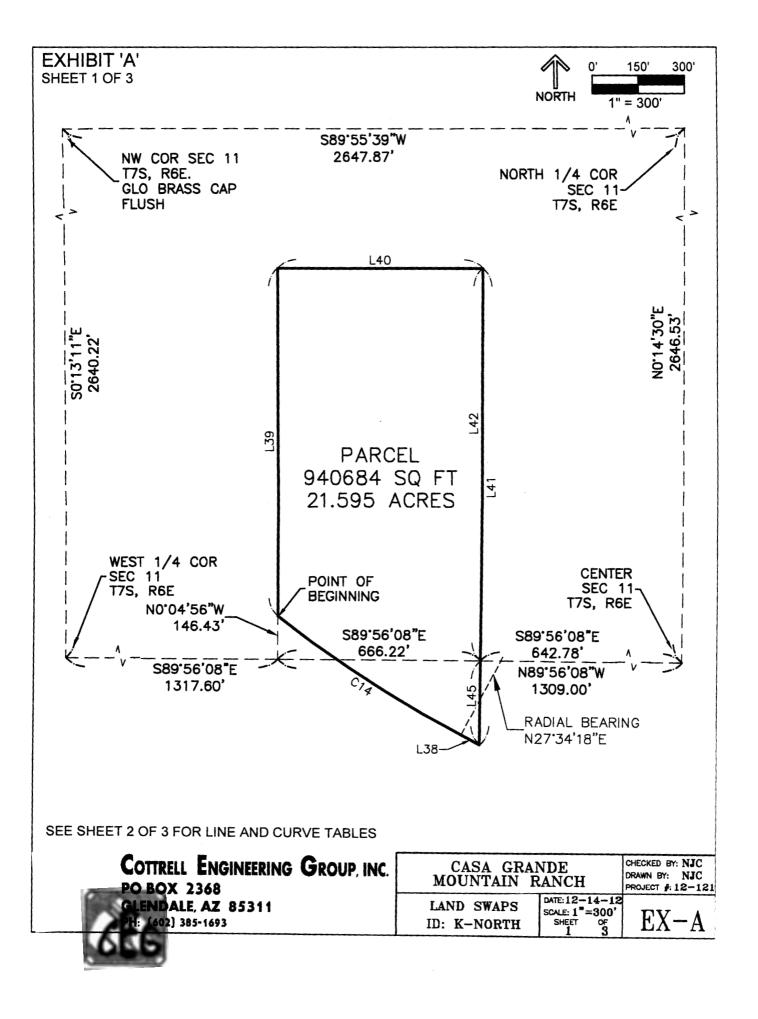
THENCE NORTH 89'49'05" EAST A DISTANCE OF 83.37 FEET TO THE TRUE POINT OF BEGINNING.

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LAND SWAPS ID: J-NORTH

DATE:12-14-12 SCALE: SHEET OF 3 3



| LINE TABLE |         |                 |  |
|------------|---------|-----------------|--|
| LINE#      | LENGTH  | DIRECTION       |  |
| L38        | 68.86   | N62'25'42"W     |  |
| L39        | 1175.26 | N00°04'56"W     |  |
| L40        | 673.69' | N89'59'44"E     |  |
| L41        | 1601.17 | 17' S00'14'28"W |  |
| L42        | 1322.49 | S00'14'28"W     |  |
| L45        | 278.67  | 500'14'28"W     |  |

| CURVE TABLE |        |         |           |  |
|-------------|--------|---------|-----------|--|
| CURVE#      | LENGTH | RADIUS  | DELTA     |  |
| C14         | 722.44 | 3739.72 | 11'04'06" |  |

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CASA GRANDE MOUNTAIN RANCH

LAND SWAPS ID: K-NORTH

DRAWN BY: NJC PROJECT #: 12-121 DATE: 12-14-12

SHEET 2

EX-A

A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 11 AND, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST & CORNER OF SAID SECTION 11.

THENCE SOUTH 89°56'08" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 11, A DISTANCE OF 1317.60 FEET;

THENCE NORTH 00°04'56" WEST A DISTANCE OF 146.43 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUE NORTH 00'04'56" WEST A DISTANCE OF 1175.26 FEET;

THENCE NORTH 89'59'44" EAST A DISTANCE OF 673.69 FEET;

THENCE SOUTH 00'14'28" WEST A DISTANCE OF 1322.49 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 11;

THENCE CONTINUE SOUTH 00'14'28" WEST A DISTANCE OF 278.67 FEET;

THENCE NORTH 62°25'42" WEST A DISTANCE OF 68.86 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF NORTH 27°34'18" EAST AND A RADIUS OF 3739.72 FEET AND A DELTA OF 11°04'06";

THENCE 722.44 FEET ALONG SAID CURVE TO THE TRUE POINT OF BEGINNING.

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CASA GRANDE MOUNTAIN RANCH

CHECKED BY: NJC
DRAWN BY: NJC
PROJECT #: 12-121

LAND SWAPS
ID: K-NORTH

DATE: 12-14-12 SCALE: SHEET OF 3 3

### SITE PHOTOGRAPHS



Photograph #1 - View of survey stake at canal ROW and adjacent to the northwest vicinity of north parcels facing east -



Photograph #2 - View of survey stake located at northwest vicinity of north parcels -



Photograph #3 - View of Public Hearing Notice for annexation of approximately 96.31 acres of land at northwest site vicinity -



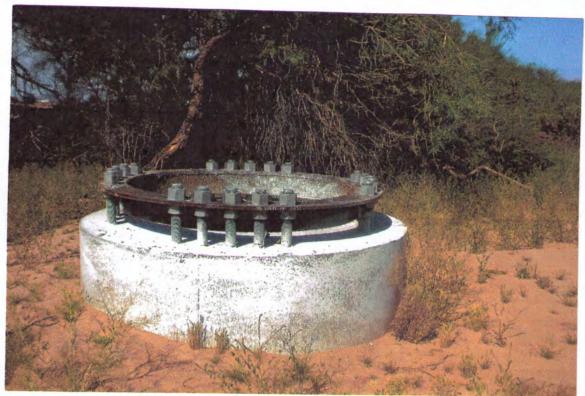
Photograph #4 - View of survey marker located at northwest vicinity of north parcels -



Photograph #5 - View of survey stake posted on central north parcel vicinity facing west -



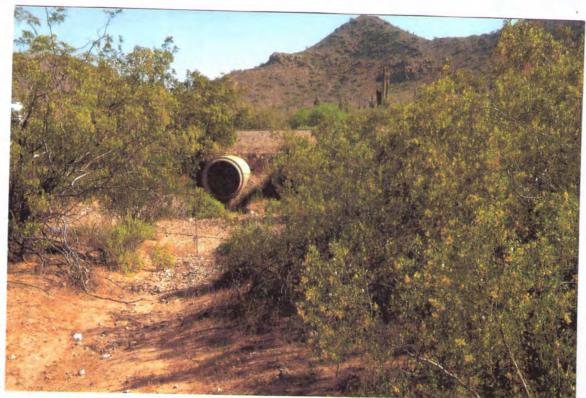
Photograph #6- View of burrow holes of wildlife in the vicinity on north parcels -



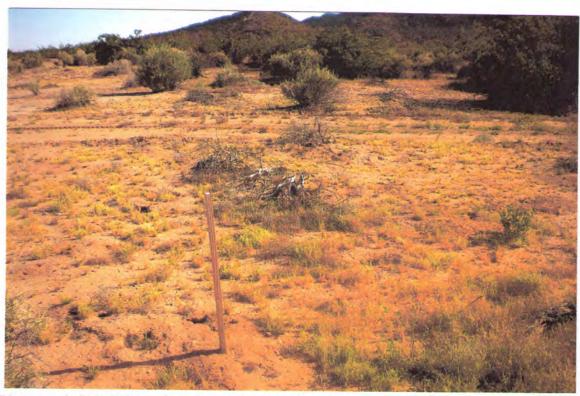
Photographs #7 & #8 - Views of one of three utility related foundations on north parcels -



Photograph #8 -



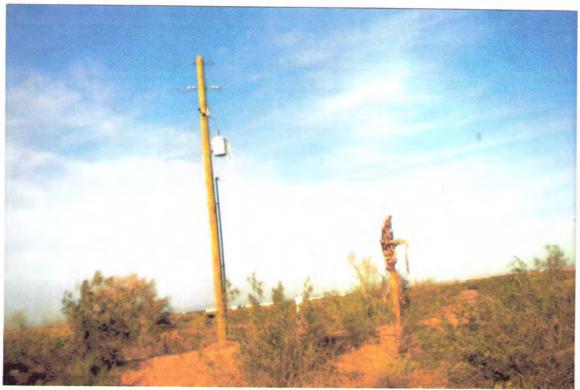
Photograph #9 - View of storm drain at south site vicinity of north parcels -



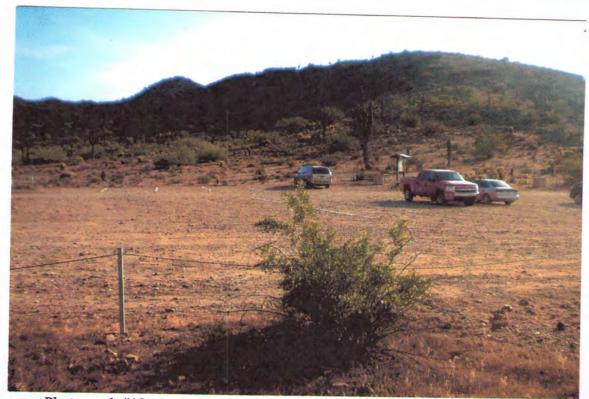
Photograph #10 - View of northeast vicinity of north parcels and adjacent to Tierra Buena Campground -



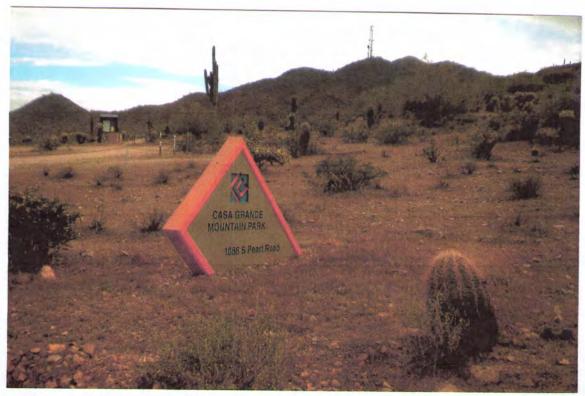
Photograph #11 - View of unpaved road along north site vicinity of south parcels facing west -



Photograph #12 - View of pole-mounted transformer located along northern site vicinity of south parcels -



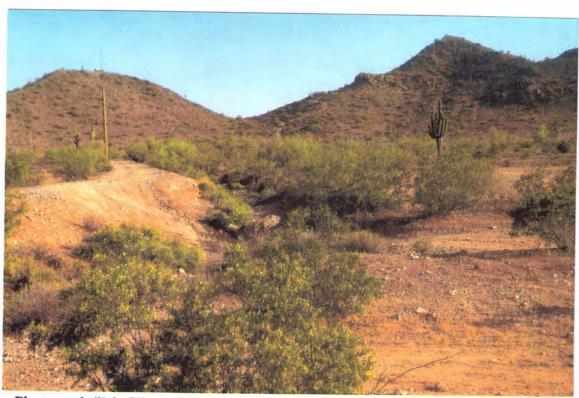
Photograph #13 - View of trailhead parking on central site vicinity of south parcels -



Photograph #14 - View of Casa Grande Mountain Park sign adjacent to south parcels -



Photograph #15 - View facing southeast from south parcels -



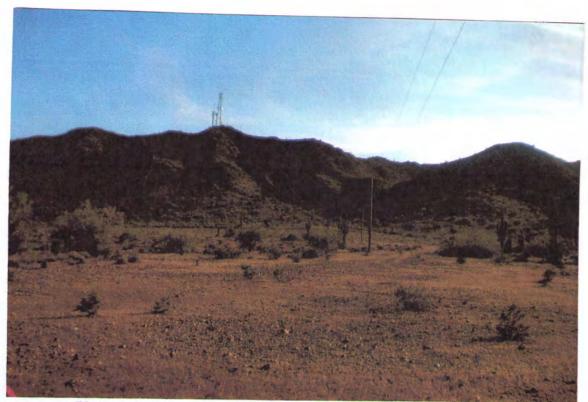
Photograph #16 - View of drainage at east site vicinity of south parcels facing east -



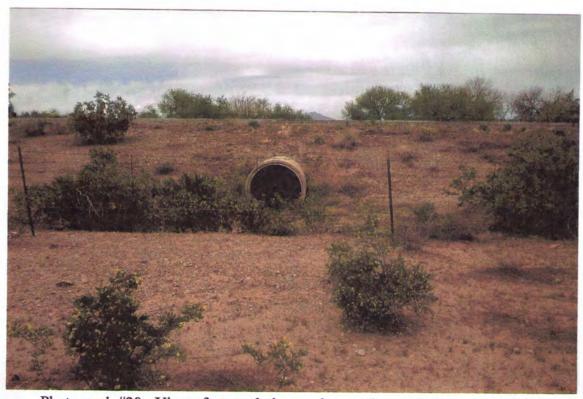
Photograph #17 - Burrow holes of wildlife on south parcels -



Photograph #18 - View facing south from south vicinity of south parcels -



Photograph #19 - View facing south from south vicinity of south parcels -



Photograph #20 - View of storm drain entering south parcels from north vicinity -

## HISTORIC AERIAL PHOTOGRAPHS

# 1972 – SOIL SURVEY AERIAL PHOTOGRAPH



## 2013 - AERIAL PHOTOGRAPH



2013 – Aerial Photograph Casa Grande Mountain Ranch Casa Grande, Pinal County, Az. Scale 1" = Approx. 1,000'



# APPENDIX C

# ENVIRONMENTAL QUESTIONNAIRES

| PHASE I QUESTIONNAIRE  Date: 3/19/13                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Site Name:                                                                                                                                                                                                                                                                                                                                     |
| Site Address: 511-30-001A (511-31-003                                                                                                                                                                                                                                                                                                          |
| Individual Interviewed:                                                                                                                                                                                                                                                                                                                        |
| Title: Owver                                                                                                                                                                                                                                                                                                                                   |
| Completed by: Owner Tenant Property Manager                                                                                                                                                                                                                                                                                                    |
| Years associated with property:                                                                                                                                                                                                                                                                                                                |
| Interviewed by:                                                                                                                                                                                                                                                                                                                                |
| Please check the correct response to the best of your knowledge.  1. Is the property or any adjoining property used for an industrial use? Yes                                                                                                                                                                                                 |
| 2. To the best of your knowledge, has the property or any adjoining property been used for an industrial use in the past? YesNoYunknown                                                                                                                                                                                                        |
| 3. To the best of your knowledge, has the property or any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?                             |
| YesNoUnknown                                                                                                                                                                                                                                                                                                                                   |
| 4. Are there currently, or to the best of your knowledge have there been previously, any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of greater than 5 gallons in volume or 50 gallons in the aggregate, stored on or used at the property or at the facility? |
| YesNoNohom                                                                                                                                                                                                                                                                                                                                     |
| 5. Are there currently, or to the best of your knowledge have there been previously, any industria drums (typically 55 gallons), or sacks of chemicals located on the property or at the facility? YesNoUnknown                                                                                                                                |

| unknown origin?                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Yes _XNoUnknown                                                                                                                                                                                                                                                               |
| 7. Are there currently, or to the best of your knowledge have there been previously, any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?                                                                                |
| Yes _X_NoUnknown                                                                                                                                                                                                                                                              |
| 8. Is there currently, or to the best of your knowledge has there been previously, any stained soil on the property?                                                                                                                                                          |
| YesX_NoUnknown                                                                                                                                                                                                                                                                |
| 9. Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the property?                                                                                             |
| YesNo _X_Unknown                                                                                                                                                                                                                                                              |
| When was it installed/removed?                                                                                                                                                                                                                                                |
| <ul> <li>What protection systems have been installed for the tank (catch or spill basin, cathodic<br/>protection, spill detection system)?</li> </ul>                                                                                                                         |
| Any suspected or known leaks?                                                                                                                                                                                                                                                 |
| When was it last tested for integrity/tightness?                                                                                                                                                                                                                              |
| Name of company servicing underground tanks                                                                                                                                                                                                                                   |
| 10. Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?                      |
| YesNoUnknown                                                                                                                                                                                                                                                                  |
| 11. Are there currently, or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water?                                                                             |
| YesUnknown                                                                                                                                                                                                                                                                    |
| 12. If the property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system, or has the well been designated as contaminated by any governmental/health agency? |

| Yes No Unknown                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13. Does the owner or occupant of the property have any knowledge of environmental liens or governmental notification relating to past or recurrent violations of environmental laws with respect to the property or any facility located on the property?                                            |
| YesNoUnknown                                                                                                                                                                                                                                                                                          |
| 14. Has the owner or occupant of the property been informed of the past or current existence of hazardous substances or petroleum products or environmental violations with respect to the property or any facility located on the property?                                                          |
| YesNoUnknown                                                                                                                                                                                                                                                                                          |
| 15. Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property? |
| YesNoUnknown                                                                                                                                                                                                                                                                                          |
| 16. Does the owner or occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?           |
| Yes  \( \frac{\tau}{N} \) No Unknown                                                                                                                                                                                                                                                                  |
| 17. Does the property discharge waste water on or adjacent to the property other than storm water into a sanitary sewer system?                                                                                                                                                                       |
| YesNoUnknown                                                                                                                                                                                                                                                                                          |
| 18. To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the property?                                           |
| YesNo <u>X</u> Unknown                                                                                                                                                                                                                                                                                |
| 19. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?                                                                                                                                                                    |
| YesNoY Unknown                                                                                                                                                                                                                                                                                        |
| 20. Are there any known septic tanks or sumps located on the site? Is there any flooding you are aware of?                                                                                                                                                                                            |
| Yes You Unknown                                                                                                                                                                                                                                                                                       |

•

| 21. Are      | there any floor d             | rains located  | in any of the buildings loc   | ated on the site?     |          |
|--------------|-------------------------------|----------------|-------------------------------|-----------------------|----------|
|              | Yes                           | X No           | Unknown                       |                       |          |
| Current      | Owner's Name:                 |                |                               |                       |          |
| Current      | Owner's Address               | s:             |                               |                       |          |
| Lot size     | (acres or square              | feet):         | When was the                  | site first developed? |          |
| Building     | ıs on Site (Size, T           | enants, Busi   | ness Activity Conducted):     |                       |          |
| •            | Building #1                   |                |                               | Date Built:           |          |
| •            | Building #2                   |                |                               |                       |          |
| •            | Building #3                   |                |                               | Date Built:           |          |
| Service<br>• | s (List the names<br>Electric |                | anies providing the following |                       |          |
| •            | Water                         |                | ·                             |                       |          |
| •            | Hazardous                     | waste collecti | onwaste                       |                       | disposal |
| •            | Natural                       |                |                               |                       | gas      |
| •            | Sanitary                      |                |                               |                       | sewer    |
| Zoning       |                               | Cod            | е                             | 1                     | Туре     |

| This questionnaire was completed by (name/address):                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Julian Saulez                                                                                                                                                                                                                   |
| 7850 S. Grandrico Are                                                                                                                                                                                                           |
| Tempe AZ 85284                                                                                                                                                                                                                  |
| Telephone: 480-831-7479                                                                                                                                                                                                         |
| Preparer's relationship to site: Owker                                                                                                                                                                                          |
| Preparer represents that to the best of the preparer's knowledge, the above statements and facts are true and correct, and to the best of the preparer's actual knowledge, no material facts have been suppressed or misstated. |
| Signature March 14, 2013                                                                                                                                                                                                        |
|                                                                                                                                                                                                                                 |

| PRASE I QUESTIONNAIRE                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date: 3/11/13                                                                                                                                                                                                                                                                                                                                  |
| Site Name: \$\frac{1-8}{2+lennes}                                                                                                                                                                                                                                                                                                              |
| Site Name: I-8 \$ Henness Site Address: Aberochon of Henness alignment of I-f                                                                                                                                                                                                                                                                  |
| Dec 1 Tour                                                                                                                                                                                                                                                                                                                                     |
| Individual Interviewed: Darry Targ                                                                                                                                                                                                                                                                                                             |
| Title: OWNer                                                                                                                                                                                                                                                                                                                                   |
| Completed by: Owner Tenant Property Manager  Years associated with property: S 4 V S                                                                                                                                                                                                                                                           |
| Years associated with property:                                                                                                                                                                                                                                                                                                                |
| Interviewed by:                                                                                                                                                                                                                                                                                                                                |
| Please check the correct response to the best of your knowledge.                                                                                                                                                                                                                                                                               |
| 1. Is the property or any adjoining property used for an industrial use?                                                                                                                                                                                                                                                                       |
| YesNoUnknown                                                                                                                                                                                                                                                                                                                                   |
| 2. To the best of your knowledge, has the property or any adjoining property been used for an industrial use in the past?                                                                                                                                                                                                                      |
| YesNoUnknown                                                                                                                                                                                                                                                                                                                                   |
| 3. To the best of your knowledge, has the property or any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?                             |
| YesNoUnknown                                                                                                                                                                                                                                                                                                                                   |
| 4. Are there currently, or to the best of your knowledge have there been previously, any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of greater than 5 gallons in volume or 50 gallons in the aggregate, stored on or used at the property or at the facility? |
| Yes X No Unknown                                                                                                                                                                                                                                                                                                                               |
| 5. Are there currently, or to the best of your knowledge have there been previously, any industrial drums (typically 55 gallons), or sacks of chemicals located on the property or at the facility?                                                                                                                                            |
| YesXNoUnknown                                                                                                                                                                                                                                                                                                                                  |

| 6. Has fill dirt been brought onto the property that originated from a contaminated site or that is of unknown origin?                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| YesUnknown                                                                                                                                                                                                                                                                    |
| 7. Are there currently, or to the best of your knowledge have there been previously, any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?                                                                                |
| YesNo Unknown                                                                                                                                                                                                                                                                 |
| 8. Is there currently, or to the best of your knowledge has there been previously, any stained soil on the property?                                                                                                                                                          |
| YesNoUnknown                                                                                                                                                                                                                                                                  |
| 9. Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the property?                                                                                             |
| YesNo Unknown                                                                                                                                                                                                                                                                 |
| When was it installed/removed?                                                                                                                                                                                                                                                |
| <ul> <li>What protection systems have been installed for the tank (catch or spill basin, cathodic<br/>protection, spill detection system)?</li> </ul>                                                                                                                         |
| Any suspected or known leaks?                                                                                                                                                                                                                                                 |
| When was it last tested for integrity/tightness?                                                                                                                                                                                                                              |
| Name of company servicing underground tanks                                                                                                                                                                                                                                   |
| 10. Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?                      |
| YesNoUnknown                                                                                                                                                                                                                                                                  |
| 11. Are there currently, or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water?                                                                             |
| YesNoUnknown                                                                                                                                                                                                                                                                  |
| 12. If the property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system, or has the well been designated as contaminated by any governmental/health agency? |

|                  | Yes                                     | No                                       | Unknown                                                                                                                                                                  |
|------------------|-----------------------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| govern           | mental notificate to the property       | tion relating to or any facility lo      | ne property have any knowledge of environmental liens or past or recurrent violations of environmental laws with cated on the property?                                  |
|                  | Yes                                     | No                                       | Unknown                                                                                                                                                                  |
| hazard           | lous substance:<br>ty or any facility   | s or petroleum located on the p          | • •                                                                                                                                                                      |
|                  | Yes                                     | No                                       | Unknown                                                                                                                                                                  |
| assess           | sment of the pro                        | operty or facility                       | be property have any knowledge of any environmental site that indicated the presence of hazardous substances or on of, the property or recommended further assessment of |
|                  | Yes                                     | _X No                                    | Unknown                                                                                                                                                                  |
| lawsui<br>hazard | ts or administrations substance operty? | ative proceeding<br>or petroleum pro     | the property know of any past, threatened, or pending gs concerning a release or threatened release of any oducts involving the property by any owner or occupant of     |
|                  | Yes                                     | X No                                     | Unknown                                                                                                                                                                  |
|                  | oes the propert                         |                                          | ste water on or adjacent to the property other than storm                                                                                                                |
|                  | Yes                                     | No                                       | Unknown                                                                                                                                                                  |
| uniden           | itified waste mai<br>lumped above g     | terials, tires, auto<br>rade, buried and | have any hazardous substances or petroleum products, omotive or industrial batteries or any other waste materials //or burned on the property?                           |
|                  | Yes                                     | No                                       | Unknown                                                                                                                                                                  |
|                  | ing the presence                        | e of PCBs?                               | or any hydraulic equipment for which there are any records                                                                                                               |
|                  | Yes                                     |                                          | Unknown                                                                                                                                                                  |
| 20. Ar<br>aware  | of?                                     |                                          | or sumps located on the site? is there any flooding you are                                                                                                              |
|                  | Voc                                     | $X_{No}$                                 | Linkamun                                                                                                                                                                 |

\_

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|             | Yes                           |                    | Unknown                                 |                                       |
|-------------|-------------------------------|--------------------|-----------------------------------------|---------------------------------------|
| urrent      | Owner's Name:                 |                    |                                         |                                       |
| urrent      | t Owner's Addre               | ss:                |                                         | · · · · · · · · · · · · · · · · · · · |
| ot size     | e (acres or squar             | e feet):           | When was the site first develope        | d?                                    |
| uilding     | gs on Site (Size,             | Tenants, Business  | Activity Conducted):                    |                                       |
| •           | Building #1                   |                    | Date Bu                                 | ilt:                                  |
| •           | Building #2                   |                    | Date Bu                                 | ilt                                   |
| •           | Building #3                   |                    | Date Bu                                 | uit                                   |
| ervice<br>• | es (List the name<br>Electric | s of the companies | providing the following services to the | site)                                 |
| •           | Water                         |                    | **************************************  |                                       |
| •           | Non-hazardous                 | waste collection _ | waste                                   | disposa                               |
| •           |                               |                    | Wayto                                   | 0.0000                                |
| •           |                               | w                  |                                         | qas                                   |
| •           | Natural Sanitary              | ,                  |                                         | gas<br><br>sewe                       |

| 11119 | designification and completed by (name address).                                                                                                                            |               |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|       | )any Tang                                                                                                                                                                   |               |
|       | 1302 E Judian Colord Rd                                                                                                                                                     |               |
|       | Phx AZ 85016                                                                                                                                                                |               |
| Tele  | none: 602 481 - 8328                                                                                                                                                        |               |
| Prep  | rer's relationship to site:                                                                                                                                                 |               |
| are i | rer represents that to the best of the preparer's knowledge, the above statements and ue and correct, and to the best of the preparer's actual knowledge, no material facts | facts<br>have |
| beer  | suppressed or misstated                                                                                                                                                     |               |
| Sign  | March                                                                                                                                                                       |               |
|       |                                                                                                                                                                             |               |

## PHASE I QUESTIONNAIRE

| Date://Www.fk / Y , 2 0 / 3                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Site Address: 16                                                                                                                                                                                                                                                                                                                               |
| Site Address: Henness ld and nowh of                                                                                                                                                                                                                                                                                                           |
| 1-8                                                                                                                                                                                                                                                                                                                                            |
| Individual Interviewed: Laren Cenninghon                                                                                                                                                                                                                                                                                                       |
| Title:                                                                                                                                                                                                                                                                                                                                         |
| Completed by: Owner Tenant Property Manager                                                                                                                                                                                                                                                                                                    |
| Years associated with property:                                                                                                                                                                                                                                                                                                                |
| Interviewed by:                                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                |
| Please check the correct response to the best of your knowledge.                                                                                                                                                                                                                                                                               |
| Is the property or any adjoining property used for an industrial use?                                                                                                                                                                                                                                                                          |
| YesNoUnknown                                                                                                                                                                                                                                                                                                                                   |
| 2. To the best of your knowledge, has the property or any adjoining property been used for an industrial use in the past?                                                                                                                                                                                                                      |
| YesUnknown                                                                                                                                                                                                                                                                                                                                     |
| 3. To the best of your knowledge, has the property or any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?                             |
| Yes No Unknown                                                                                                                                                                                                                                                                                                                                 |
| 4. Are there currently, or to the best of your knowledge have there been previously, any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of greater than 5 gallons in volume or 50 gallons in the aggregate, stored on or used at the property or at the facility? |
| Yes No Unknown                                                                                                                                                                                                                                                                                                                                 |
| 5. Are there currently, or to the best of your knowledge have there been previously, any industrial drums (typically 55 gallons), or sacks of chemicals located on the property or at the facility?                                                                                                                                            |
| YesX NoUnknown                                                                                                                                                                                                                                                                                                                                 |

| unknown origin?                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| YesX_NoUnknown                                                                                                                                                                                                                                                                |
| 7. Are there currently, or to the best of your knowledge have there been previously, any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?                                                                                |
| Yes No Unknown                                                                                                                                                                                                                                                                |
| 8. Is there currently, or to the best of your knowledge has there been previously, any stained soil on the property?                                                                                                                                                          |
| Yes No Unknown                                                                                                                                                                                                                                                                |
| 9. Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the property?                                                                                             |
| YesNoUnknown                                                                                                                                                                                                                                                                  |
| When was it installed/removed?                                                                                                                                                                                                                                                |
| <ul> <li>What protection systems have been installed for the tank (catch or spill basin, cathodic<br/>protection, spill detection system)?</li> </ul>                                                                                                                         |
| Any suspected or known leaks?                                                                                                                                                                                                                                                 |
| When was it last tested for integrity/tightness?                                                                                                                                                                                                                              |
| Name of company servicing underground tanks                                                                                                                                                                                                                                   |
| 10. Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?                      |
| YesNoUnknown                                                                                                                                                                                                                                                                  |
| 11. Are there currently, or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water?                                                                             |
| Yes No Unknown                                                                                                                                                                                                                                                                |
| 12. If the property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system, or has the well been designated as contaminated by any governmental/health agency? |

| _                                | Yes                                           | 7                       | No                  | Unknown                                                                                                                                                                                 |
|----------------------------------|-----------------------------------------------|-------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| governme respect to              | ntal notifica<br>the property                 | ition rela<br>y or any  | ating t<br>facility | of the property have any knowledge of environmental liens of to past or recurrent violations of environmental laws with located on the property?                                        |
| _                                | Yes                                           |                         | _No                 | Unknown                                                                                                                                                                                 |
| hazardous                        | he owner or<br>s substance<br>or any facility | s or pe                 | troleur             | he property been informed of the past or current existence om products or environmental violations with respect to the property?                                                        |
| _                                | Yes                                           | 4                       | _ No                | Unknown                                                                                                                                                                                 |
| assessme                         | ent of the property of products of            | operty o                | or facil            | f the property have any knowledge of any environmental site<br>lity that indicated the presence of hazardous substances o<br>ation of, the property or recommended further assessment o |
|                                  | Yes                                           | <u>k</u>                | _ No                | Unknown                                                                                                                                                                                 |
| lawsuits of hazardous the proper | or administi<br>s substance<br>rty?           | rative propertion       | roceed<br>oleum     | of the property know of any past, threatened, or pending tings concerning a release or threatened release of any products involving the property by any owner or occupant of            |
| _                                | Yes                                           | 1                       | _No                 | Unknown                                                                                                                                                                                 |
| water into                       | a sanitary s                                  | ewer sy                 | stem?               |                                                                                                                                                                                         |
| _                                | Yes                                           | 1                       | _ No                | Unknown                                                                                                                                                                                 |
| unidentifie<br>been dum          | ed waste ma<br>ped above o                    | aterials, t<br>grade, b | tires, a<br>uried a | ge, have any hazardous substances or petroleum products<br>automotive or industrial batteries or any other waste materials<br>and/or burned on the property?                            |
| _                                | Yes                                           | 1                       | _ No                | Unknown                                                                                                                                                                                 |
| indicating                       | the presence                                  | e of PCI                | Bs?                 | r, or any hydraulic equipment for which there are any records                                                                                                                           |
|                                  | Yes                                           | 1                       | _ No                | Unknown                                                                                                                                                                                 |
| 20. Are the aware of?            |                                               | own sept                | tic tank            | ks or sumps located on the site? Is there any flooding you are                                                                                                                          |
|                                  | Yes                                           | X                       | No                  | Unknown                                                                                                                                                                                 |

| 21. Are      | e there any floor o            | drains located i | in any of the buildings located o | n the site?        |             |
|--------------|--------------------------------|------------------|-----------------------------------|--------------------|-------------|
|              | Yes                            | No               | Unknown                           |                    |             |
| Current      | Owner's Name:                  |                  |                                   |                    |             |
| Current      | t Owner's Addres               | s:               |                                   |                    |             |
| Lot size     | e (acres or square             | e feet):         | When was the site fir             | st developed?      | <del></del> |
| Building     | gs on Site (Size,              | Tenants, Busin   | ness Activity Conducted):         |                    |             |
| •            | Building #1                    |                  |                                   | Date Built:        |             |
|              | Building #2                    |                  |                                   |                    |             |
| •            | Building #3                    |                  |                                   |                    |             |
| Service<br>• | es (List the name:<br>Electric | s of the compa   | nies providing the following ser  | vices to the site) |             |
| •            | Water                          |                  |                                   |                    |             |
| •            | Non-hazardous<br>Hazardous     | waste collection | onwaste                           |                    | disposal    |
| •            | Natural                        |                  |                                   |                    | gas         |
| •            | Sanitary                       |                  |                                   |                    | sewer       |
| Zoning       |                                | Code             | e /                               |                    | Туре        |

#### PHASE I QUESTIONNAIRE

| Date: MAnch 8 Zor 3                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Site Name: CASA Granbe MT. RANCh                                                                                                                                                                                                                                                                                                               |
| Site Name: <u>CASA GRANDE MT. RANDE</u> LNORTH  HENNESS Rd, SOUTH DE I-B                                                                                                                                                                                                                                                                       |
| Individual Interviewed: George Chasse                                                                                                                                                                                                                                                                                                          |
| Title: General Pantven                                                                                                                                                                                                                                                                                                                         |
| Completed by: Tenant Property Manager                                                                                                                                                                                                                                                                                                          |
| Years associated with property:                                                                                                                                                                                                                                                                                                                |
| Interviewed by:                                                                                                                                                                                                                                                                                                                                |
| Please check the correct response to the best of your knowledge.                                                                                                                                                                                                                                                                               |
| Is the property or any adjoining property used for an industrial use?                                                                                                                                                                                                                                                                          |
| YesNoUnknown                                                                                                                                                                                                                                                                                                                                   |
| 2. To the best of your knowledge, has the property or any adjoining property been used for an industrial use in the past?                                                                                                                                                                                                                      |
| YesUnknown                                                                                                                                                                                                                                                                                                                                     |
| 3. To the best of your knowledge, has the property or any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?                             |
| YesUnknown                                                                                                                                                                                                                                                                                                                                     |
| 4. Are there currently, or to the best of your knowledge have there been previously, any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of greater than 5 gallons in volume or 50 gallons in the aggregate, stored on or used at the property or at the facility? |
| YesUnknown                                                                                                                                                                                                                                                                                                                                     |
| 5. Are there currently, or to the best of your knowledge have there been previously, any industrial drums (typically 55 gallons), or sacks of chemicals located on the property or at the facility?                                                                                                                                            |
| YesUnknown                                                                                                                                                                                                                                                                                                                                     |

| 6. Has fill dirt been brought onto the property that originated from a contaminated site or that is of unknown origin?                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| YesUnknown                                                                                                                                                                                                                                                                    |
| 7. Are there currently, or to the best of your knowledge have there been previously, any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?                                                                                |
| Yes Unknown                                                                                                                                                                                                                                                                   |
| 8. Is there currently, or to the best of your knowledge has there been previously, any stained soil on the property?                                                                                                                                                          |
| Yes No Unknown                                                                                                                                                                                                                                                                |
| 9. Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the property?                                                                                             |
| YesNoUnknown                                                                                                                                                                                                                                                                  |
| When was it installed/removed?                                                                                                                                                                                                                                                |
| <ul> <li>What protection systems have been installed for the tank (catch or spill basin, cathodic<br/>protection, spill detection system)?</li> </ul>                                                                                                                         |
| Any suspected or known leaks?                                                                                                                                                                                                                                                 |
| When was it last tested for integrity/tightness?                                                                                                                                                                                                                              |
| Name of company servicing underground tanks                                                                                                                                                                                                                                   |
| 10. Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?                      |
| YesUnknown                                                                                                                                                                                                                                                                    |
| 11. Are there currently, or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water?                                                                             |
| Yes Unknown                                                                                                                                                                                                                                                                   |
| 12. If the property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system, or has the well been designated as contaminated by any governmental/health agency? |

|                                | _Yes                        | ₩ No               | Unknown                                                                                                                                                                |
|--------------------------------|-----------------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| governmental                   | notificatio                 | n relating to p    | e property have any knowledge of environmental liens or past or recurrent violations of environmental laws with cated on the property?                                 |
|                                | _Yes                        | No                 | Unknown                                                                                                                                                                |
| hazardous su                   | bstances                    |                    | property been informed of the past or current existence of products or environmental violations with respect to the operty?                                            |
|                                | _Yes                        | No                 | Unknown                                                                                                                                                                |
| assessment o                   | of the prop                 | erty or facility   | e property have any knowledge of any environmental site that indicated the presence of hazardous substances or n of, the property or recommended further assessment of |
|                                | _Yes                        | No                 | Unknown                                                                                                                                                                |
| lawsuits or a                  | administrati<br>ibstance or | ve proceeding      | the property know of any past, threatened, or pending s concerning a release or threatened release of any ducts involving the property by any owner or occupant of     |
|                                | _Yes                        | No                 | Unknown                                                                                                                                                                |
| 17. Does the<br>water into a s |                             |                    | te water on or adjacent to the property other than storm                                                                                                               |
| <u> </u>                       | _Yes                        | No                 | Unknown                                                                                                                                                                |
| unidentified w                 | aste mate                   | rials, tires, auto | have any hazardous substances or petroleum products, motive or industrial batteries or any other waste materials /or burned on the property?                           |
|                                | _Yes                        | No                 | Unknown                                                                                                                                                                |
| 19. Is there a indicating the  |                             |                    | r any hydraulic equipment for which there are any records                                                                                                              |
|                                | _Yes                        | <u> </u>           | Unknown                                                                                                                                                                |
| 20. Are there aware of?        | any know                    | n septic tanks o   | or sumps located on the site? Is there any flooding you are                                                                                                            |
|                                | _ Yes                       | No                 | Unknown                                                                                                                                                                |

| 21. Are      | there any floor o                      | drains located in | any of the buildings loo  | cated on the site?       |          |
|--------------|----------------------------------------|-------------------|---------------------------|--------------------------|----------|
|              | Yes                                    | No                | Unknown                   |                          |          |
| Current      | Owner's Name:                          |                   |                           |                          |          |
| Current      | Owner's Addres                         | s:                |                           |                          |          |
| Lot size     | (acres or square                       | e feet):          | When was the              | site first developed?    |          |
| Building     | s on Site (Size,                       | Tenants, Busine   | ess Activity Conducted):  |                          |          |
| •            | Building #1                            |                   |                           | Date Built:              |          |
| •            | Building #2                            |                   |                           | Date Built:              |          |
| •            | Building #3                            |                   |                           | Date Built:              |          |
| Service<br>• | s (List the name:<br>Electric<br>Water | s of the compani  | ies providing the followi | ng services to the site) |          |
| •            | Non-hazardous<br>Hazardous             | waste collection  | waste                     |                          | disposal |
| •            | Natural                                |                   |                           |                          | gas      |
| •            | Sanitary                               |                   |                           |                          | sewer    |
| Zoning       |                                        | Code              |                           | 1                        | Туре     |

| This questionnaire was completed by (name/address):                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| George Chacce                                                                                                                                                                                                                   |
| 5740 VIA Los RANCHOS                                                                                                                                                                                                            |
| Panasice Vally, Az85253                                                                                                                                                                                                         |
| Telephone: 602-952-2200                                                                                                                                                                                                         |
| Preparer's relationship to site: General Prontinen, CASA GRANGE MT. RANGE                                                                                                                                                       |
| Preparer represents that to the best of the preparer's knowledge, the above statements and facts are true and correct, and to the best of the preparer's actual knowledge, no material facts have been suppressed or misstated. |
| Signature March 8, 2013                                                                                                                                                                                                         |
|                                                                                                                                                                                                                                 |

# PINAL COUNTY FLOOD DETERMINATIONS



**ATTN: Flood Control Section** Pinal County Public Works P.O. Box 727 Florence, Arizona 85132

#### **FEMA Flood Zone Determination**

Date: 04/11/2013

Panel#:1555

Watercourses on the property that are of sufficient size (200 cfs or greater) fall under the Pinal County floodplain ordinance as jurisdictional and may require a floodplain use permit. On all washes, minimum setbacks from the watercourse and other requirements will apply.

Requestor/Name: Joan Jacobs

Community#: 040080

Suffix:E

Property Address: N/A

Map#: 04021C

City. State, ZIP: Casa Grande, AZ APN: 511-31-0050

Map Effective Date: 12/04/2007 LOMC Case# (if applicable): N/A

LOMC Date (if applicable): N/A

Revalidation # (if applicable): N/A

Subdivision/Lot: N/A

Revalidation Date (if applicable): N/A

**Determination is for:** 

☐ Parcel/Lot\*

Special Flood Hazard Areas (SFHA):

PLSS:

Federal law requires that a flood insurance policy be obtained as a condition of a federally-backed mortgage or loan that is secured by the building. Your mortgage lender will require the purchase of flood insurance before the closing of a loan. The Base Flood Elevation (BFE) will depend on a structure's location within the specified parcel.

| X | Zone A: An area inundated by 100-year flooding, for which no Base Flood Elevations (BFEs) have been determined.                                                              |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | Zone AE: An area inundated by 100-year flooding, for which BFEs have been determined.                                                                                        |
|   | Zone AH: An area inundated by 100-year flooding (usually an area of ponding), for which BFEs have been determined; flood depths range from 1 to 3 feet.                      |
|   | Zone AO: An area inundated by 100-year flooding (usually sheet flow on sloping terrain), for which average depths have been determined; flood depths range from 1 to 3 feet. |

#### **Other Flood Hazard Areas:**

Depth:

Flood insurance is not required by federal law for zones X and D, however, your mortgage lender may require that you purchase insurance as a condition of your loan.

Zone X (Shaded): An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding.

Zone X: An area that is determined to be outside the 100-year and 500-year floodplains.

Zone D: An area of undetermined but possible flood hazards.

\*Comments/Notes:
This property is located in a FEMA zone A and X

DISCLAIMER: This flood zone determination is based on the most current Flood Insurance Rate Maps of Pinal County and is believed to be accurate and reliable. The FEMA maps are updated regularly and a parcel's zone designation or flood depth can change at any time. Pinal County assumes no responsibility for any errors and is not liable for any damages of any kind resulting from the use of, or reliance on, the information contained herein. This determination does not imply that the referenced property will or will not be free from flooding or damage. A property not in a Special Flood Hazard Area may be damaged by a flood greater than that predicated on the FEMA FIRM or from a local drainage problem not shown on the map. This determination does not create liability on the part of the County or any officer or employee thereof, for any damage that results from reliance on this flood zone determination. This information is provided as a public service and decisions made by the user are solely the responsibility of the user. This determination is not guaranteed or certified and is intended for informational purposes only.

Sender Name: Lonnie

\* If your parcel lies within more than one zone designation, highest risk zone will be reported.

Telephone: (520) 866-6411 FAX: (520) 866-6511 Page 1 of 1 V3.7.06/19/2009



**ATTN: Flood Control Section Pinal County Public Works** P.O. Box 727 Florence, Arizona 85132

## **FEMA Flood Zone Determination**

Date: 04/11/2013

Watercourses on the property that are of sufficient size (200 cfs or greater) fall under the Pinal County floodplain ordinance as jurisdictional and may require a floodplain use permit. On all washes, minimum setbacks from the watercourse and other requirements will apply.

Requestor/Name: Joan Jacobs

Property Address: N/A

City, State, ZIP: Casa Grande, AZ PLSS: APN: 511-31-0030

Subdivision/Lot: N/A

Determination is for: 

☐ Parcel/Lot\*

Community#: 040080

Map#: 04021C

Panel#:1555

Suffix: E

Map Effective Date: 12/04/2007

LOMC Case# (if applicable): N/A LOMC Date (if applicable): N/A Revalidation # (if applicable): N/A

Revalidation Date (if applicable): N/A

| Special | Flood | Hazard | Areas ( | (SFHA): |
|---------|-------|--------|---------|---------|
|---------|-------|--------|---------|---------|

Federal law requires that a flood insurance policy be obtained as a condition of a federally-backed mortgage or loan that is secured by the building. Your mortgage lender will require the purchase of flood insurance before the closing of a loan. The Base Flood Elevation (BFE) will depend on a structure's location within the specified parcel.

| Zone A: An area inundated by 100-year flooding, for which no Base Flood Elevations (BFEs) have been determined.                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Zone AE: An area inundated by 100-year flooding, for which BFEs have been determined.                                                                                                |
| Zone AH: An area inundated by 100-year flooding (usually an area of ponding), for which BFEs have been determined; flood depths range from 1 to 3 feet.                              |
| Zone AO: An area inundated by 100-year flooding (usually sheet flow on sloping terrain), for which average depths have been determined; flood depths range from 1 to 3 feet.  Depth: |

#### Other Flood Hazard Areas:

Flood insurance is not required by federal law for zones X and D, however, your mortgage lender may require that you purchase insurance as a condition of your loan.

| Zone X (Shaded): An area inundated by 500-year flooding; an area inundated by 100-year flooding with |
|------------------------------------------------------------------------------------------------------|
| average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area        |
| protected by levees from 100-year flooding.                                                          |
|                                                                                                      |

- Zone X: An area that is determined to be outside the 100-year and 500-year floodplains.
- Zone D: An area of undetermined but possible flood hazards.

# \*Comments/Notes: N/A

Telephone: (520) 866-6411

DISCLAIMER: This flood zone determination is based on the most current Flood Insurance Rate Maps of Pinal County and is believed to be accurate and reliable. The FEMA maps are updated regularly and a parcel's zone designation or flood depth can change at any time. Pinal County assumes no responsibility for any errors and is not liable for any damages of any kind resulting from the use of, or reliance on, the information contained herein. This determination does not imply that the referenced property will or will not be free from flooding or damage. A property not in a Special Flood Hazard Area may be damaged by a flood greater than that predicated on the FEMA FIRM or from a local drainage problem not shown on the map. This determination does not create liability on the part of the County or any officer or employee thereof, for any damage that results from reliance on this flood zone determination. This information is provided as a public service and decisions made by the user are solely the responsibility of the user. This determination is not guaranteed or certified and is intended for informational purposes only.

Sender Name: Lonnie

\* If your parcel lies within more than one zone designation, highest risk zone will be reported.

FAX: (520) 866-6511



**ATTN: Flood Control Section Pinal County Public Works** P.O. Box 727 Florence, Arizona 85132

#### **FEMA Flood Zone Determination**

Date: 04/11/2013

Watercourses on the property that are of sufficient size (200 cfs or greater) fall under the Pinal County floodplain ordinance as jurisdictional and may require a floodplain use permit. On all washes, minimum setbacks from the watercourse and other requirements will apply.

Requestor/Name: Joan Jacobs

Community#: 040080

Panel#:1555

Property Address: N/A

Map#: 04021C

Suffix: E

City. State, ZIP: Casa Grande, AZ

Map Effective Date: 12/04/2007

APN: 511-30-007C

LOMC Case# (if applicable): N/A

Subdivision/Lot: N/A

LOMC Date (if applicable): N/A Revalidation # (if applicable): N/A

 □ Parcel/Lot\* Determination is for:

Revalidation Date (if applicable): N/A

Special Flood Hazard Areas (SFHA):

PLSS:

Federal law requires that a flood insurance policy be obtained as a condition of a federally-backed mortgage or loan that is secured by the building. Your mortgage lender will require the purchase of flood insurance before the closing of a loan. The Base Flood Elevation (BFE) will depend on a structure's location within the specified parcel.

|     | Zone A: An area inundated by 100-year flooding, for which no Base Flood Elevations (BFEs) have been determined.                                                                           |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | Zone AE: An area inundated by 100-year flooding, for which BFEs have been determined.                                                                                                     |
|     | Zone AH: An area inundated by 100-year flooding (usually an area of ponding), for which BFEs have been determined; flood depths range from 1 to 3 feet.                                   |
|     | Zone AO: An area inundated by 100-year flooding (usually sheet flow on sloping terrain), for which average depths have been determined; flood depths range from 1 to 3 feet.  Depth:      |
| Oth | ner Flood Hazard Areas:  Flood insurance is not required by federal law for zones X and D, however, your mortgage lender may require that purchase insurance as a condition of your loan. |

t you

Zone X (Shaded): An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding.

Zone X: An area that is determined to be outside the 100-year and 500-year floodplains.

Zone D: An area of undetermined but possible flood hazards.

\*Comments/Notes: N/A

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Sender Name: Lonnie

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Telephone: (520) 866-6411 FAX: (520) 866-6511



ATTN: Flood Control Section **Pinal County Public Works** P.O. Box 727 Florence, Arizona 85132

#### **FEMA Flood Zone Determination**

Date: 04/11/2013

Watercourses on the property that are of sufficient size (200 cfs or greater) fall under the Pinal County floodplain ordinance as jurisdictional and may require a floodplain use permit. On all washes, minimum setbacks from the watercourse and other requirements will apply.

Requestor/Name: Joan Jacobs

Property Address: N/A

City, State, ZIP: Casa Grande, AZ PLSS: APN: 511-30-002B

Subdivision/Lot: N/A

Determination is for: 

☐ Parcel/Lot\*

Community#: 040080

Panel#:1555

Suffix: E

Map#: 04021C Map Effective Date: 12/04/2007

LOMC Case# (if applicable): N/A LOMC Date (if applicable): N/A Revalidation # (if applicable): N/A Revalidation Date (if applicable): N/A

Special Flood Hazard Areas (SFHA):

Federal law requires that a flood insurance policy be obtained as a condition of a federally-backed mortgage or loan that is secured by the building. Your mortgage lender will require the purchase of flood insurance before the closing of a loan. The Base Flood Elevation (BFE) will depend on a structure's location within the specified parcel.

| Zone A: An area inundated by 100-year flooding, for which no Base Flood Elevations (BFEs) have been determined.                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Zone AE: An area inundated by 100-year flooding, for which BFEs have been determined.                                                                                               |
| Zone AH: An area inundated by 100-year flooding (usually an area of ponding), for which BFEs have been determined; flood depths range from 1 to 3 feet.                             |
| Zone AO: An area inundated by 100-year flooding (usually sheet flow on sloping terrain), for which average depths have been determined; flood depths range from 1 to 3 feet. Depth: |

#### **Other Flood Hazard Areas:**

Flood insurance is not required by federal law for zones X and D, however, your mortgage lender may require that you purchase insurance as a condition of your loan.

Zone X (Shaded): An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding.

Zone X: An area that is determined to be outside the 100-year and 500-year floodplains.

Zone D: An area of undetermined but possible flood hazards.

\*Comments/Notes: N/A

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Sender Name: Lonnie

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Telephone: (520) 866-6411 FAX: (520) 866-6511



ATTN: Flood Control Section Pinal County Public Works P.O. Box 727 Florence, Arizona 85132

#### **FEMA Flood Zone Determination**

Date: 04/11/2013

Watercourses on the property that are of sufficient size (200 cfs or greater) fall under the Pinal County floodplain ordinance as jurisdictional and may require a floodplain use permit. On all washes, minimum setbacks from the watercourse and other requirements will apply.

Requestor/Name: Joan Jacobs

Community#: 040080

Panel#:1555

Suffix: E

Property Address: N/A

Casa Grande, AZ PLSS:

Map#: 04021C

Map Effective Date: 12/04/2007

LOMC Case# (if applicable): N/A LOMC Date (if applicable): N/A

Revalidation # (if applicable): N/A Revalidation Date (if applicable): N/A

APN: 511-30-002D Subdivision/Lot: N/A

City, State, ZIP:

 □ Parcel/Lot\* Determination is for:

Special Flood Hazard Areas (SFHA): Federal law requires that a flood insurance policy be obtained as a condition of a federally-backed mortgage or loan that is secured by the building. Your mortgage lender will require the purchase of flood insurance before the closing of a loan. The Base Flood Elevation (BFE) will depend on a structure's location within the specified parcel.

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|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | Zone AO: An area inundated by 100-year flooding (usually sheet flow on sloping terrain), for which average depths have been determined; flood depths range from 1 to 3 feet.  Depth: |
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|     | Zone AE: An area inundated by 100-year flooding, for which BFEs have been determined.                                                                                                |
|     | Zone A: An area inundated by 100-year flooding, for which no Base Flood Elevations (BFEs) have been determined.                                                                      |
|     |                                                                                                                                                                                      |

you purchase insurance as a condition of your loan.

Zone X (Shaded): An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding.

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\*Comments/Notes: N/A

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ATTN: Flood Control Section Pinal County Public Works P.O. Box 727 Florence, Arizona 85132

#### **FEMA Flood Zone Determination**

Date: 04/11/2013
Pinal County floodol

Watercourses on the property that are of sufficient size (200 cfs or greater) fall under the Pinal County floodplain ordinance as jurisdictional and may require a floodplain use permit. On all washes, minimum setbacks from the watercourse and other requirements will apply.

Requestor/Name: Joan Jacobs

Community#: 040080

Suffix:E

Property Address: N/A

Map#: 04021C

Sullix.E

City, State, ZIP: Casa Grande, AZ

Map#: 04021C

Panel#:1555

APN: 511-30-001A

Map Effective Date: 12/04/2007

LOMC Case# (if applicable): N/A

Subdivision/Lot: N/A

LOMC Date (if applicable): N/A

Determination is for: 

☑ Parcel/Lot\*

Revalidation # (if applicable): N/A
Revalidation Date (if applicable): N/A

Special Flood Hazard Areas (SFHA):

PLSS:

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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Sender Name: Lonnie

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Telephone: (520) 866-6411

# DATABASE

#### **Casa Grande Mountain Ranch**

I-8 CASA GRANDE, AZ.

Prepared for: Joan Jacobs & Assoc. LLC

Ref: 2013.17

Tuesday, April 09, 2013

# Environmental Radius Report



# Summary

|                                               | < 1/4 | 1/4 - 1/2 | 1/2 - 1 |
|-----------------------------------------------|-------|-----------|---------|
| CERCLIS NFRAP                                 |       |           |         |
| RCRA CORRACTS Facilities                      |       |           |         |
| RCRA non-CORRACTS TSD Facilities              |       |           |         |
| NPL Delisted                                  |       |           |         |
| Emergency Response Notification System (ERNS) |       |           |         |
| US Toxic Release Inventory                    |       |           |         |
| US RCRA Generators (CESQG, SQG, LQG)          |       |           |         |
| US ACRES (Brownfields)                        |       |           |         |
| US CERCLIS (Superfund)                        |       |           |         |
| US CERCLIS (Superfund NPL)                    |       |           |         |
| US NPDES                                      |       |           |         |
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| AZ Leaking Underground Storage Tanks          |       |           |         |
| AZ NPL Equivalent - WQARF                     |       |           |         |
| AZ Active Solid Waste Landfills               |       |           |         |
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| AZ Drycleaners                                |       |           |         |
| AZ Activity Use Limitations                   |       |           |         |
| AZ Drywells                                   |       |           |         |

### AZ NPL Equivalent - WQARF

#### This database returned no results for your area.

The Arizona Department of Environmental Quality (ADEQ) identifies, assesses and cleans up soil, groundwater and surface water contaminated with hazardous substances. The program conducts these efforts throughout Arizona with support from state and federal funds. The program also oversees privately-funded cleanup efforts.

The Remedial Projects Section uses the Arizona Water Quality Assurance Revolving Fund (WQARF), created under the Environmental Quality Act of 1986, to support hazardous substance cleanup efforts in the state. The fund is dependent upon legislative appropriations, cost recovery from responsible parties, corporate income tax and special fees. The program identifies sites that are most in need of cleanup and adds them to the WQARF Registry. Sites on the Registry receive first consideration for distribution of funds.

Some sites in Arizona are governed and funded by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), commonly known as Superfund. Sites that pose the greatest potential threat to human health and the environment are put on the National Priorities List (NPL).

# AZ Registered Underground Storage Tanks

This database returned no results for your area.

Underground Storage Tanks (UST) containing hazardous or petroleum substances are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The Arizona Department of Environmental Quality (ADEQ) maintains a list of registered USTs.

The UST List is typically updated and published annually. A facility may not be listed if it was not registered with ADEQ because the UST is exempt or was closed prior to implementation of the UST program in 1988 or if it was installed or registered very recently.

# AZ Leaking Underground Storage Tanks

This database returned no results for your area.

Information on Leaking underground storage tanks containing hazardous or petroleum substances is maintained by the Arizona Department of Environmental Quality (ADEQ).

# US CERCLIS (Superfund)

#### This database returned no results for your area.

The United States Environmental Protection Agency (EPA) investigates known or suspected uncontrolled or abandoned hazardous substance facilities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). EPA maintains a comprehensive list of these facilities in a database known as the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS). These sites have either been investigated or are currently under investigation by the EPA for release or threatened release of hazardous substances. Once a site is placed in CERCLIS, it may be subjected to several levels of review and evaluation and ultimately placed on the National Priority List (NPL).

CERCLIS sites designated as "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an intitial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund Action or NPL consideration.

# **US CERCLIS (Superfund NPL)**

#### This database returned no results for your area.

The Superfund Program, administered under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) is an EPA Program to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. The NPL (National Priorities List) is the list of national priorities among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. The NPL is intended primarily to guide the EPA in determining which sites warrant further investigation.

# **US NPDES**

#### This database returned no results for your area.

The NPDES module of the Compliance Information System (ICIS) tracks surface water permits issued under the Clean Water Act. Under NPDES, all facilities that discharge pollutants from any point source into waters of the United States are required to obtain a permit. The permit will likely contain limits on what can be discharged, impose monitoring and reporting requirements, and include other provisions to ensure that the discharge does not adversely affect water quality.

## **CERCLIS NFRAP**

#### This database returned no results for your area.

As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" NFRAP have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the site being placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL consideration. EPA has removed these NFRAP sites from CERCLIS to lift unintended barriers to the redevelopment of these properties. This policy change is part of EPA"s Brownfields Redevelopment Program to help cities, states, private investors and affected citizens promote economic redevelopment of unproductive urban sites.

# RCRA CORRACTS Facilities

#### This database returned no results for your area.

The United States Environmental Protection Agency (EPA) regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA). The EPA maintains the Corrective Action Report (CORRACTS) database of Resource Conservation and Recovery Act (RCRA) facilities that are undergoing "corrective action." A "corrective action order" is issued pursuant to RCRA Section 3008(h) when there has been a release of hazardous waste or constituents into the environment from a RCRA facility. Corrective actions may be required beyond the facility"s boundary and can be required regardless of when the release occurred, even if it predated RCRA.

# RCRA non-CORRACTS TSD Facilities

#### This database returned no results for your area.

The United States Environmental Protection Agency (EPA) regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA). The EPA"s RCRA Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Facilites database is a compilation by the EPA of facilities that report generation, storage, transportation, treatment, or disposal of hazardous waste. RCRA Permitted Treatment, Storage, Disposal Facilities (RCRA-TSD) are facilities which treat, store and/or dispose of hazardous waste.

### **NPL Delisted**

#### This database returned no results for your area.

National Priorities List (NPL) is the list of national priorities among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. The NPL is intended primarily to guide the EPA in determining which sites warrant further investigation.

EPA may delete a final NPL site if it determines that no further response is required to protect human health or the environment. Under Section 300.425(e) of the National Contingency Plan (55 FR 8845, March 8, 1990), a site may be deleted where no further response is appropriate if EPA determines that one of the following criteria has been met:

EPA, in conjunction with the State, has determined that responsible or other parties have implemented all appropriate response action required.

EPA, in consultation with the State, has determined that all appropriate Superfund-financed responses under CERCLA have been implemented and that no further response by responsible parties is appropriate.

A Remedial Investigation/Feasibility Study has shown that the release poses no significant threat to public health or the environment and, therefore, remedial measures are not appropriate.

Since 1986, EPA has followed these procedures for deleting a site from the NPL:

The Regional Administrator approves a "close-out report" that establishes that all appropriate response actions have been taken or that no action is required.

The Regional Office obtains State concurrence.

EPA publishes a notice of intent to delete in the Federal Register and in a major newspaper near the community involved. A public comment period is provided.

EPA responds to the comments and, if the site continues to warrant deletion, publishes a deletion notice in the Federal Register.

Sites that have been deleted from the NPL remain eligible for further Superfund-financed remedial action in the unlikely event that conditions in the future warrant such action. Partial deletions can also be conducted at NPL sites.

# Emergency Response Notification System (ERNS)

#### This database returned no results for your area.

The Emergency Response Notification System (ERNS) is a national computer database used to store information on unauthorized releases of oil and hazardous substances. The program is a cooperative effort of the Environmental Protection Agency, the Department of Transportation Research and Special Program Administration"s John Volpe National Transportation System Center and the National Response Center. There are primarily five Federal statutes that require release reporting: the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) section 103; the Superfund Amendments and Reauthorization Act(SARA) Title III Section 304; the Clean Water Act of 1972(CWA) section 311(b)(3); and the Hazardous Material Transportation Act of 1974(HMTA section 1808(b).

# US Toxic Release Inventory

### This database returned no results for your area.

The Toxics Release Inventory (TRI) is a publicly available EPA database that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. TRI reporters for all reporting years are provided in the file.

# US RCRA Generators (CESQG, SQG, LQG)

#### This database returned no results for your area.

The United States Environmental Protection Agency (EPA) regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA). EPA maintains a database of facilities, which generate hazardous waste or treat, store, and/or dispose of hazardous wastes.

Conditionally Exempt Small Quantity Generators (CESQG) generate 100 kilograms or less per month of hazardous waste, or 1 kilogram or less per month of acutely hazardous waste.

Small Quantity Generators (SQG) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

Large Quantity Generators (LQG) generate 1,000 kilograms per month or more of hazardous waste, or more than 1 kilogram per month of acutely hazardous waste.

# **US ACRES (Brownfields)**

#### This database returned no results for your area.

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. The Assessment, Cleanup and Redevelopment Exchange System (ACRES) is an online database for Brownfields Grantees to electronically submit data directly to The United States Environmental Protection Agency (EPA)

# AZ Active Solid Waste Landfills

This database returned no results for your area.

The Solid Waste Landfill List (SWLF) database is provided by the Arizona Department of Environmental Quality and consists of open solid waste disposal facilities and transfer stations.

# AZ Closed Solid Waste Landfills

This database returned no results for your area.

The Solid Waste Closed Landfill List (SWLF) database is provided by the Arizona Department of Environmental Quality (ADEQ) and consists of closed inactive solid waste disposal facilities.

# **AZ Drycleaners**

#### This database returned no results for your area.

The Arizona Department of Environmental Quality (ADEQ) maintains a list of drycleaner facilities. Environmental contamination at a dry cleaner site can occur from spills and leaks of solvent. The most common dry cleaning solvent can penetrate concrete and can sink through floor cracks since it is heavier then water. In addition, many dry cleaners historically disposed of wastes containing solvent by pouring wastewater into a sanitary sewer, throwing spent filters and sludge into the trash, or dumping wastewater on the ground near their facility. The Resource Conservation and Recovery Act, a federal law passed in 1980 and amended in 1984 increased regulation of hazardous waste and unsafe practices are no longer allowed. However, at some dry cleaner facilities, past disposal and management practices have resulted in contamination of soil and groundwater to an extent that requires cleanup.

# **AZ Activity Use Limitations**

#### This database returned no results for your area.

The Arizona Department of Environmental Quality (ADEQ) maintains a listing of Activity Use Limitations(AULs). The following covenants are maintained in the registry:

DEUR: Declaration of Environmental Use Restriction. A restrictive land use covenant that is required when a property owner elects to use an institutional (i.e., administrative) control or engineering (i.e., physical) control as a means to meet remediation goals. The DEUR runs with and burdens the land, and requires maintenance of any institutional or engineering controls.

VEMUR: Voluntary Environmental Mitigation Use Restriction. A restrictive land use covenant that, prior to July 18, 2000, was required when a property owner elected to remediate the property to non-residential uses. Effective July 18, 2000, the DEUR replaced the VEMUR as a restrictive use covenant.

# **AZ Drywells**

#### This database returned no results for your area.

Beginning in the 1970s, many municipalities in Arizona required that storm water on newly developed commercial or industrial properties be retained and disposed on the property. Depending upon specific development and drainage conditions, one common method used to dispose storm water is the use of a drywell. Drywells are typically circular drilled shafts in the ground, 4 to 6 feet in diameter and 20 feet to 80 feet or more deep, that are used to dispose of storm water.

Drywells are regulated under the Federal Safe Drinking Water Act and several State regulations. Arizona Department of Environmental Quality (ADEQ) maintains a list of drywells in the State.

# CONSULTANT QUALIFICATIONS

### JOAN JACOBS & ASSOCIATES L.L.C. ENVIRONMENTAL CONSULTANTS 11644 NORTH 52ND STREET SCOTTSDALE, ARIZONA 85254 TELEPHONE & FAX (602) 996-4733

E-Mail JJenviron@cox.net

Name:

Joan Jacobs

Title:

President

**Education:** 

B.A. Political Science, University of Illinois, Chicago - 1976

M.P.A. Environmental Policy & Planning, Arizona State University,

Tempe, Arizona - 1979

### Registrations/Certifications:

AHERA EPA Accredited Building Inspector Registered Environmental Assessor (REA) 40 Hour Hazardous Waste (Hazwoper Trained) 2013 current

Ms. Jacobs's project expertise includes over twenty four years experience in conducting Phase I, NEPA format, and Phase II environmental site assessments. Ms. Jacobs began her company with only several clients in 1996. Ms. Jacobs was one of the first woman-owned businesses to assist the Resolution Trust Corporation (RTC) with environmental due diligence services. The current client base includes: municipalities, the Navajo Nation, commercial and industrial manufacturing related firms, developers, lending institutions, law firms, and real estate brokers. Ms. Jacobs has experience with air, soil and water-related regulatory research and project management. Ms. Jacobs has managed large environmental investigations and remediation projects for local municipalities.

Ms. Jacobs coordinates projects and manages large teams for projects which involve integration of environmental regulations, biology, archaeology and engineering. Ms. Jacobs has completed numerous projects which involved coordination among federal (BLM, Office of Navajo & Hopi Indian Relocation), state (ADEQ, ADOT) and city/state (Town of Parker, City of Phoenix) and local agencies. The projects involved industrial regulatory compliance and the resolution of a wide range of environmental issues.

Ms. Jacobs has the interpersonal skills required to recruit, assess the needs of and maintain a large corporate client database. Ms. Jacobs has acquired expertise in the design, implementation and management of projects involving investigations for the closure of leaking underground storage tanks and the clean up of contaminated soils and water. Ms. Jacobs has extensive expertise in project management for the characterization, transportation and disposal of hazardous waste streams.

# APPENDIX D

# COMMITMENTS FOR TITLE INSURANCE

# CASA GRANDE MOUNTAIN RANCH, LLP COMMITMENT FOR TITLE INSURANCE

#### **INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

#### THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



#### COMMITMENT FOR TITLE INSURANCE

#### **ISSUED BY**

# First American Title Insurance Company

#### **TABLE OF CONTENTS**

| AGREEMENT TO ISSUE POLICY                           | on the following page |
|-----------------------------------------------------|-----------------------|
| COMMITMENT DATE                                     |                       |
| POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED |                       |
| INTEREST IN THE LAND                                |                       |
| DESCRIPTION OF THE LAND                             |                       |
| EXCEPTIONS - PART ONE                               |                       |
| EXCEPTIONS - PART TWO                               |                       |
| REQUIREMENTS (Standard)                             |                       |
| REQUIREMENTS (Continued)                            |                       |
| CONDITIONS                                          | on the third nage     |
| CONDITIONS                                          | on the time page      |

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

#### AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

#### **SCHEDULE B - EXCEPTIONS**

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing t he issuance thereof; (c) water rights, claims or title to water; whether or not the matters exceptedunder (a), (b), or (c) are shown by the Public Records.

Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

# REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

#### CONDITIONS

#### 1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting

the title according to the state law where the land is located.

#### 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

#### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

#### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

#### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



#### **Privacy Information**

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

  Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
  - Information about your transactions with us, our affiliated companies, or others; and
  - Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties we request information from you for our of which reprinted business purposes and not for our behind, or any information party. Therefore, we will not recease your information for information parts except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### d Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First

American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookle on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

ss We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in Identifying the source of the erroneous data so that the consumer

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner. Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (8/1/09)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

#### **First American Title Insurance Company**

#### **SCHEDULE A**

#### **First Amended**

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Jan Sredanovich at** (520)836-1500

Address Reference: Vacant Land, APN 511-30-002D Pinal County, AZ

Effective Date: December 06, 2012 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$0.00

Proposed Insured:

Casa Grande Mountain Ranch, an Arizona limited partnership

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

LS Partners, a \_\_\_\_

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

Casa Grande Mountain Ranch, an Arizona limited partnership

4. The land referred to in this Commitment is located in Pinal County, AZ and is described as:

#### **SEE EXHIBIT "A" ATTACHED HEREIN**

Title officer: Charlie Davies @ (602)685-7275.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

#### **EXHIBIT "A"**

PARCEL NO. 1: (J - NORTH)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1320.11 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST A DISTANCE OF 132.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 136.99 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5834.58 FEET, A DELTA OF 01 DEGREES 20 MINUTES 43 SECONDS AND A RADIAL BEARING OF SOUTH 38 DEGREES 02 MINUTES 08 SECONDS WEST;

THENCE NORTH 26 DEGREES 55 MINUTES 41 SECONDS EAST A DISTANCE OF 55.20 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 05 SECONDS EAST A DISTANCE OF 83.37 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2: (F - NORTH)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 660.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST A DISTANCE OF 496.28 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE 89.90 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1525.59 FEET, A DELTA OF 03 DEGREES 22 MINUTES 35 SECONDS AND A RADIAL GEARING OF NORTH 65 DEGREES 05 MINUTES 23 SECONDS WEST;

THENCE SOUTH 26 DEGREES 55 MINUTES 41 SECONDS WEST A DISTANCE OF 149.05 FEET;

THENCE 136.99 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5834.58 FEET, A DELTA OF 01 DEGREES 20 MINUTES 43 SECONDS AND A RADIAL BEARING OF SOUTH 36 DEGREES 41 MINUTES 25 SECONDS WEST TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10;

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 253.02 FEET;

THENCE NORTH 53 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 877.51 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT;

THENCE 1236.23 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5879.58 FEET A DELTA OF 12 DEGREES 02 MINUTES 49 SECONDS AND A RADIAL BEARING OF SOUTH 36 DEGREES 08 MINUTEST 59 SECONDS WEST;

THENCE NORTH 24 DEGREES 06 MINUTES 10 SECONDS EAST A DISTANCE OF 32.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE 267.55 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5880.58 FEET A DELTA OF 02 DEGREES 36 MINUTES 24 SECONDS AND A RADIAL BEARING OF SOUTH 23 DEGREES 00 MINUTES 57 SECONDS WEST;

THENCE SOUTH 64 DEGREES 22 MINUTES 39 SECONDS EAST A DISTANCE OF 121.28 FEET;

THENCE SOUTH 70 DEGREES 05 MINUTES 17 SECONDS EAST A DISTANCE OF 301.50 FEET;

THENCE SOUTH 64 DEGREES 22 MINUTES 39 SECONDS EAST A DISTANCE OF 599.48 FEET;

THENCE NORTH 36 DEGREES 09 MINUTES 01 SECONDS EAST A DISTANCE OF 69.42 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT:

THENCE 204.06 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1190.00 FEET A DELTA OF 09 DEGREES 49 MINUTES 30 SECONDS AND A RADIAL BEARING OF NORTH 53 DEGREES 50 MINUTES 59 SECONDS WEST;

THENCE SOUTH 89 DEGREES 12 MINUTES 41 SECONDS EAST A DISTANCE OF 98.96 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 198.56 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1340.93 FEET A DELTA OF 08 DEGREES 29 MINUTES 03 SECONDS AND A RADIAL BEARING OF NORTH 56 DEGREES 44 MINUTES 38 SECONDS WEST;

THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS EAST A DISTANCE OF 239.56 TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3: (I - NORTH)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1156.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST A DISTANCE OF 163.78 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 05 SECONDS WEST A DISTANCE OF 83.37 FEET;

THENCE NORTH 26 DEGREES 55 MINUTES 41 SECONDS EAST A DISTANCE OF 93.84 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 89.90 FEET ALONG SAID CURVE TO THE LEFT TO THE TRUE POINT OF BEGINNING. SAID CURVE HAVING A RADIUS OF 1525.59 FEET, A DELTA OF 03 DEGREES 22 MINUTES 35 SECONDS AND A RADIAL BEARING OF NORTH 61 DEGREES 42 MINUTES 48 SECONDS WEST.

# **First American Title Insurance Company**

# SCHEDULE B First Amended

### **PART TWO:**

12.

| 1.  | DELETED INTENTIONALLY                                                                                                                                               |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.  | Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.                                                                                 |
| 3.  | Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.                                                                |
| 4.  | Any charge upon said land by reason of its inclusion in Central Arizona Ground Water Replenishment District.                                                        |
| 5.  | Certification by the Board of Supervisors of Pinal County, Arizona, recorded as Docket 375, Page 572 purporting to establish a county roadway                       |
| 6.  | The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded as Docket 518, Page 573.  |
| 7.  | DELETED INTENTIONALLY                                                                                                                                               |
| 8.  | All matters as set forth in Revised Memorandum of Understanding, recorded December 28, 2010 as 2010-119576 of Official Records.                                     |
| 9.  | All matters as set forth in Record of Survey, recorded as Book 23 of Surveys, Page 87a.                                                                             |
| 10. | The following matters disclosed by an ALTA/ACSM survey made by on, designated Job No:                                                                               |
|     |                                                                                                                                                                     |
|     | NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement set forth herein.                                         |
| 11. | The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property. |
|     | NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.                                      |
|     |                                                                                                                                                                     |

Water rights, claims or title to water, whether or not shown by the public records.

- 13. Taxes for the full year of 2013.

  (The first half is due October 1, 2013 and is delinquent November 1, 2013. The second half is due March 1, 2014 and is delinquent May 1, 2014.)
- 14. The terms, conditions and provisions contained in the document entitled "Land Exchange Agreement" recorded May 09, 2012 as 2012-038722 of Official Records.
- 15. The lack of a right of access to and from the land.

(Affects Parcel No. 1 and 3)

**End of Schedule B** 

#### **First American Title Insurance Company**

#### First Amended

#### **REQUIREMENTS:**

- Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith.
   See note at end of this section for details.
- All of 2012 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$2,249.66 for the year 2012 under Assessor's Parcel No. 511-30-002D 3.

(Covers More Property)

Obtain written approval of insured as to Schedule B, Part TWO, Exception No. 15.

ACCESS NOTE: A cursory search of the title does not indicate a right of access to this property. In order to attempt to reduce the potentially vast number of properties that may need to be searched to determine the existence of such right, we require a map showing the physical route taken to and from the land. No further search for access will be attempted until such map is received. Further, additional charges may be made to make the necessary examinations of property to determine access. However, no work that would incur additional charges shall be commenced without approval of the appropriate parties to this transaction. An exhaustive search of surrounding properties does not guaranty the existence of insurable access even though the roads providing physical access to the property are maintained by a government entity. In the event this transaction is closed prior to a final determination of the existence of an insurable right of access the following exception shall be placed in Schedule B of the policy:

- 4. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.
- 5. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
- 6. Proper showing as to the type of entity and the location of the formation of LS Partners. Additional requirements may be necessary upon being supplied with same.
- 7. Furnish proper legal description of the land to be insured.

#### (REQUIREMENT SATISFIED)

- 8. Approval by all parties to this transaction of the description used herein.
- 9. Such further requirements as may be necessary after completion of the above.
- Record Warranty Deed from LS Partners, a \_\_\_\_\_ to Buyer(s).

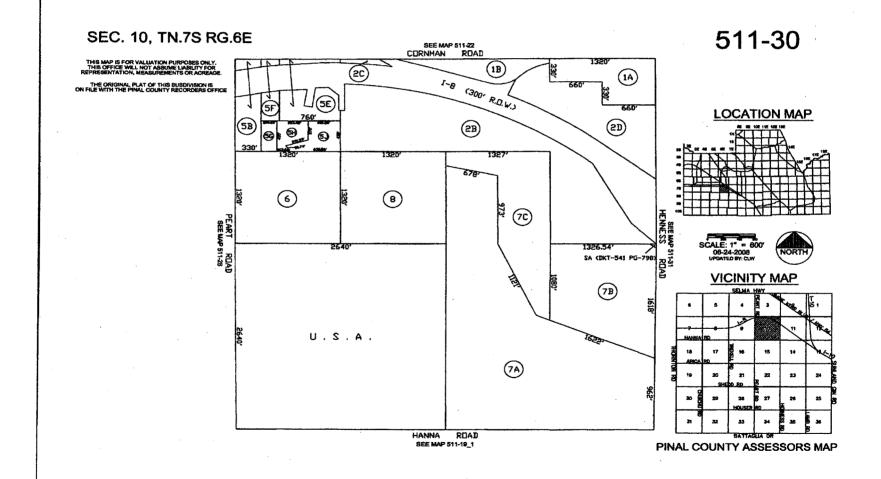
NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

(Affects Parcel No. 1 and 3)

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

- a. Print must be ten-point type or larger.
- A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
- Return to title department for final recheck before recording.

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



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

## **End of Requirements**

# LS PARTNER COMMITMENT FOR TITLE INSURANCE

# **INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

# THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



# **COMMITMENT FOR TITLE INSURANCE**

### **ISSUED BY**

# First American Title Insurance Company

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

# AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

### **SCHEDULE B - EXCEPTIONS**

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing t he issuance thereof; (c) water rights, claims or title to water; whether or not the matters exceptedunder (a), (b), or (c) are shown by the Public Records.

# Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

# REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

### **CONDITIONS**

# 1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting

the title according to the state law where the land is located.

## 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

# 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

# 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

  Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

  Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information** 

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have information agreements. institutions with whom we or our affiliated companies have joint marketing agreements.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to quard your nonpublic personal information.

**Information Obtained Through Our Web Site** 

Information Obtained Information of Comporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and

productive Web site experience.

**Fair Information Values** 

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer

can secure the required corrections. Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (8/1/09)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

# SCHEDULE A

# First Amended

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Jan Sredanovich at** (520)836-1500

Address Reference: Vacant Land, APN 511-30-002D Pinal County, AZ

Effective Date: **December 06, 2012** at 7:30 a.m.

Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$0.00

Proposed Insured:

Casa Grande Mountain Ranch, an Arizona limited partnership

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

LS Partners, a \_\_\_\_\_

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

Casa Grande Mountain Ranch, an Arizona limited partnership

4. The land referred to in this Commitment is located in Pinal County, AZ and is described as:

# **SEE EXHIBIT "A" ATTACHED HEREIN**

Title officer: Charlie Davies @ (602)685-7275.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

### **EXHIBIT "A"**

PARCEL NO. 1: (J - NORTH)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1320.11 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST A DISTANCE OF 132.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 136.99 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5834.58 FEET, A DELTA OF 01 DEGREES 20 MINUTES 43 SECONDS AND A RADIAL BEARING OF SOUTH 38 DEGREES 02 MINUTES 08 SECONDS WEST;

THENCE NORTH 26 DEGREES 55 MINUTES 41 SECONDS EAST A DISTANCE OF 55.20 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 05 SECONDS EAST A DISTANCE OF 83.37 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2: (F - NORTH)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 660.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST A DISTANCE OF 496.28 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE 89.90 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1525.59 FEET, A DELTA OF 03 DEGREES 22 MINUTES 35 SECONDS AND A RADIAL GEARING OF NORTH 65 DEGREES 05 MINUTES 23 SECONDS WEST;

THENCE SOUTH 26 DEGREES 55 MINUTES 41 SECONDS WEST A DISTANCE OF 149.05 FEET;

THENCE 136.99 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5834.58 FEET, A DELTA OF 01 DEGREES 20 MINUTES 43 SECONDS AND A RADIAL BEARING OF SOUTH 36 DEGREES 41 MINUTES 25 SECONDS WEST TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10;

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 253.02 FEET;

THENCE NORTH 53 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 877.51 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT;

THENCE 1236.23 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5879.58 FEET A DELTA OF 12 DEGREES 02 MINUTES 49 SECONDS AND A RADIAL BEARING OF SOUTH 36 DEGREES 08 MINUTEST 59 SECONDS WEST;

THENCE NORTH 24 DEGREES 06 MINUTES 10 SECONDS EAST A DISTANCE OF 32.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE 267.55 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5880.58 FEET A DELTA OF 02 DEGREES 36 MINUTES 24 SECONDS AND A RADIAL BEARING OF SOUTH 23 DEGREES 00 MINUTES 57 SECONDS WEST;

THENCE SOUTH 64 DEGREES 22 MINUTES 39 SECONDS EAST A DISTANCE OF 121.28 FEET;

THENCE SOUTH 70 DEGREES 05 MINUTES 17 SECONDS EAST A DISTANCE OF 301.50 FEET;

THENCE SOUTH 64 DEGREES 22 MINUTES 39 SECONDS EAST A DISTANCE OF 599.48 FEET;

THENCE NORTH 36 DEGREES 09 MINUTES 01 SECONDS EAST A DISTANCE OF 69.42 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT;

THENCE 204.06 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1190.00 FEET A DELTA OF 09 DEGREES 49 MINUTES 30 SECONDS AND A RADIAL BEARING OF NORTH 53 DEGREES 50 MINUTES 59 SECONDS WEST;

THENCE SOUTH 89 DEGREES 12 MINUTES 41 SECONDS EAST A DISTANCE OF 98.96 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 198.56 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1340.93 FEET A DELTA OF 08 DEGREES 29 MINUTES 03 SECONDS AND A RADIAL BEARING OF NORTH 56 DEGREES 44 MINUTES 38 SECONDS WEST:

THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS EAST A DISTANCE OF 239.56 TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3: (I - NORTH)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1156.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST A DISTANCE OF 163.78 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 05 SECONDS WEST A DISTANCE OF 83.37 FEET;

THENCE NORTH 26 DEGREES 55 MINUTES 41 SECONDS EAST A DISTANCE OF 93.84 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 89.90 FEET ALONG SAID CURVE TO THE LEFT TO THE TRUE POINT OF BEGINNING. SAID CURVE HAVING A RADIUS OF 1525.59 FEET, A DELTA OF 03 DEGREES 22 MINUTES 35 SECONDS AND A RADIAL BEARING OF NORTH 61 DEGREES 42 MINUTES 48 SECONDS WEST.

# SCHEDULE B First Amended

# **PART TWO:**

12.

| 1.  | DELETED INTENTIONALLY                                                                                                                                               |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.  | Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.                                                                                 |
| 3.  | Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.                                                                |
| 4.  | Any charge upon said land by reason of its inclusion in Central Arizona Ground Water Replenishment District.                                                        |
| 5.  | Certification by the Board of Supervisors of Pinal County, Arizona, recorded as Docket 375, Page 572 purporting to establish a county roadway                       |
| 6.  | The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded as Docket 518, Page 573.  |
| 7.  | DELETED INTENTIONALLY                                                                                                                                               |
| 8.  | All matters as set forth in Revised Memorandum of Understanding, recorded December 28, 2010 as 2010-119576 of Official Records.                                     |
| 9.  | All matters as set forth in Record of Survey, recorded as Book 23 of Surveys, Page 87a.                                                                             |
| 10. | The following matters disclosed by an ALTA/ACSM survey made by on, designated Job No:                                                                               |
|     |                                                                                                                                                                     |
|     | NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement set forth herein.                                         |
| 11. | The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property. |
|     | NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.                                      |
|     |                                                                                                                                                                     |

Water rights, claims or title to water, whether or not shown by the public records.

- Taxes for the full year of 2013.
   (The first half is due October 1, 2013 and is delinquent November 1, 2013. The second half is due March 1, 2014 and is delinquent May 1, 2014.)
- 14. The terms, conditions and provisions contained in the document entitled "Land Exchange Agreement" recorded May 09, 2012 as 2012-038722 of Official Records.
- 15. The lack of a right of access to and from the land.

(Affects Parcel No. 1 and 3)

**End of Schedule B** 

### **First Amended**

# **REQUIREMENTS:**

- 1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
- 2. All of 2012 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$2,249.66 for the year 2012 under Assessor's Parcel No. 511-30-002D 3.

(Covers More Property)

Obtain written approval of insured as to Schedule B, Part TWO, Exception No. 15.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

ACCESS NOTE: A cursory search of the title does not indicate a right of access to this property. In order to attempt to reduce the potentially vast number of properties that may need to be searched to determine the existence of such right, we require a map showing the physical route taken to and from the land. No further search for access will be attempted until such map is received. Further, additional charges may be made to make the necessary examinations of property to determine access. However, no work that would incur additional charges shall be commenced without approval of the appropriate parties to this transaction. An exhaustive search of surrounding properties does not guaranty the existence of insurable access even though the roads providing physical access to the property are maintained by a government entity. In the event this transaction is closed prior to a final determination of the existence of an insurable right of access the following exception shall be placed in Schedule B of the policy:

- 4. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.
- 5. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
- 6. Proper showing as to the type of entity and the location of the formation of LS Partners. Additional requirements may be necessary upon being supplied with same.
- 7. Furnish proper legal description of the land to be insured.

# (REQUIREMENT SATISFIED)

- 8. Approval by all parties to this transaction of the description used herein.
- 9. Such further requirements as may be necessary after completion of the above.
- 10. Record Warranty Deed from LS Partners, a \_\_\_\_\_ to Buyer(s).

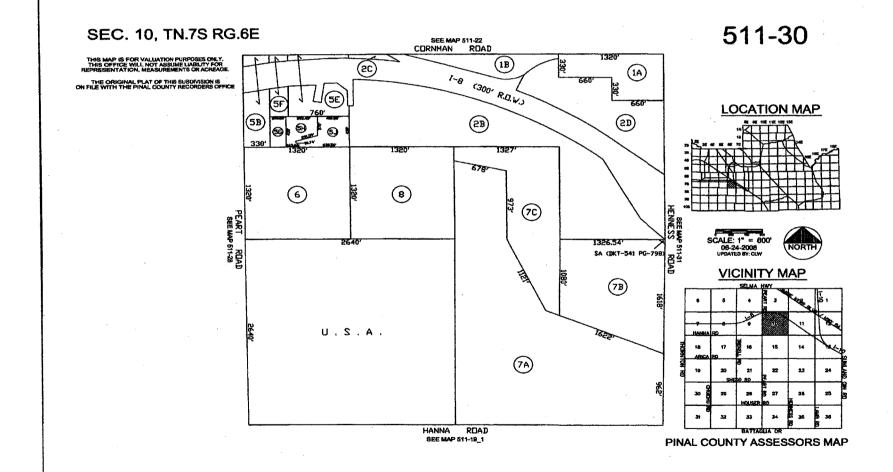
NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

(Affects Parcel No. 1 and 3)

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

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
- 11. Return to title department for final recheck before recording.

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



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

**End of Requirements** 

# **INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

# THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



### COMMITMENT FOR TITLE INSURANCE

# **ISSUED BY**

# First American Title Insurance Company

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| REOUIREMENTS (Standard)                             |                       |
| REOUIREMENTS (Continued)                            |                       |
| CONDITIONS                                          |                       |

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

## **AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

### **SCHEDULE B - EXCEPTIONS**

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing t he issuance thereof; (c) water rights, claims or title to water; whether or not the matters exceptedunder (a), (b), or (c) are shown by the Public Records.

# Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

# REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

# **CONDITIONS**

### 1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting

the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

## 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

# 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

## 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

- ending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

  Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

  Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have toin marketing agreements. institutions with whom we or our affiliated companies have joint marketing agreements.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

Information Outsined Through Our Web Size
First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships
First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site

can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

# Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (8/1/09)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

# **SCHEDULE A**

# **Second Amended**

|          | OW/CLOSING INQUIRIES should be directed to your Escrow Officer: Jan Sredanovich at 336-1500                                                                                  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vacan    | s Reference:<br>t Land, APN 511-30-001A, (Portion Of)<br>County, AZ                                                                                                          |
| Effectiv | ve Date: <b>December 10, 2012</b> at 7:30 a.m.                                                                                                                               |
| 1.       | Policy or (Policies) to be issued:                                                                                                                                           |
|          | ALTA 2006 Extended Owner's Policy for \$0.00                                                                                                                                 |
|          | Proposed Insured:  LS Partners, a                                                                                                                                            |
| 2.       | The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in: |
|          | Julian J. Sanchez, an unmarried man                                                                                                                                          |
| 3.       | Title to the estate or interest in the land upon issuance of the policy shall be vested in:                                                                                  |
|          | LS Partners, a                                                                                                                                                               |
| 4.       | The land referred to in this Commitment is located in Pinal County, AZ and is described as:                                                                                  |

# SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Charlie Davies @ (602)685-7275.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

### **EXHIBIT "A"**

(PROPERTY DESCRIPTION: H - NORTH)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 41 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 119.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, A DISTANCE OF 144.50 FEET;

THENCE SOUTH 03 DEGREES 28 MINUTES 14 SECONDS WEST, A DISTANCE OF 155.38 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT

THENCE 377.98 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1340.93 FEET, A DELTA OF 16 DEGREES 09 MINUTES 02 SECONDS AND A RADIAL BEARING OF NORTH 81 DEGREES 22 MINUTES 43 SECONDS WEST;

THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, A DISTANCE OF 423.31 FEET;

THENCE NORTH 00 DEGREES 11 MINUTES 42 SECONDS WEST, A DISTANCE OF 329.71 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 662.73 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 13 SECONDS WEST, A DISTANCE OF 329.39 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10;

THENCE NORTH 89 DEGREES 41 MINUTES 52 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 1205.24 FEET TO THE POINT OF BEGINNING.

# SCHEDULE B Second Amended

# **PART TWO:**

| 1.  | DELETED INTENTIONALLY                                                                                                                                                            |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.  | Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.                                                                                              |
| 3.  | DELETED INTENTIONALLY                                                                                                                                                            |
| 4.  | DELETED INTENTIONALLY                                                                                                                                                            |
| 5.  | All matters as set forth in Revised Memorandum of Understanding, recorded December 28, 2010 as 2010-119576 of Official Records.                                                  |
| 6.  | All matters as set forth in Record of Survey, recorded as Book 23 of Surveys, Page 87a.                                                                                          |
| 7.  | An easement for underground electrical conductors, other facilities and incidental purposes, recorded as 2010-012070 of Official Records.                                        |
| 8.  | Certification by the board of supervisors of Pinal county, Arizona, recorded as Docket 375, Page 572, purporting to establish a county roadway.                                  |
| 9.  | The following matters disclosed by an ALTA/ACSM survey made by on, designated Job No:                                                                                            |
|     |                                                                                                                                                                                  |
|     | NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement set forth herein.                                                      |
| 10. | The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.              |
|     | NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.                                                   |
| 11. | Water rights, claims or title to water, whether or not shown by the public records.                                                                                              |
| 12. | Taxes for the full year of 2013. (The first half is due October 1, 2013 and is delinquent November 1, 2013. The second half is due March 1, 2014 and is delinquent May 1, 2014.) |

- 13. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.
- 14. Any charge upon said land by reason of its inclusion in Central Arizona Groundwater Replenishment District..
- 15. The lack of a right of access to and from the land.
- 16. The terms, conditions and provisions contained in the document entitled "Land Exchange Agreement" recorded May 09, 2012 as 2012-038722 of Official Records.

**End of Schedule B** 

# **Second Amended**

# **REQUIREMENTS:**

- Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith.
   See note at end of this section for details.
- First half of 2012 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$682.70 for the year 2012 under Assessor's Parcel No. 511-30-001A 0.

(Covers More Property)

- 3. Obtain written approval of insured as to Schedule B, Part TWO, Exception No. 15.
- 4. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.
- 5. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
- 6. Furnish copies of all Certificates required by Title 29, Chapter 3, Arizona Revised Statutes, on file with the Secretary of State relating to Casa Grande Mountain Ranch, a limited partnership. Said Certificates shall be certified by an authorized representative of the Secretary of State as true and correct copies and shall be accompanied by a Certificate from the Secretary of State's office stating that the Certificates presented constitute a complete set of Certificates filed in said office relative to the limited partnership stated.
- Furnish a copy of the Partnership Agreement of Casa Grande Mountain Ranch, a limited partnership, together with any amendments thereto.

(NOTE: The General Partner, George J. Chasse, may execute documents for the sale of property after giving notice and receiving consent of Partners, limited or general, owning 51% of the Partnership Units (Article 5.3.4). Please provide evidence of same)

Furnish proper legal description of the land to be insured.

## (REQUIREMENT SATISFIED)

Such further requirements as may be necessary after completion of the above.

10. Record Warranty Deed from Julian J. Sanchez, an unmarried man to Casa Grande Mountain Ranch, an Arizona Limited Partnership.

NOTE: Said Warranty Deed to be recorded as part of First America Title Insurance Company Escrow No. 5467400.

11. Record Warranty Deed from Casa Grande Mountain Ranch, an Arizona Limited Partnership to Buyer(s).

ACCESS NOTE: A cursory search of the title does not indicate a right of access to this property. In order to attempt to reduce the potentially vast number of properties that may need to be searched to determine the existence of such right, we require a map showing the physical route taken to and from the land. No further search for access will be attempted until such map is received. Further, additional charges may be made to make the necessary examinations of property to determine access. However, no work that would incur additional charges shall be commenced without approval of the appropriate parties to this transaction. An exhaustive search of surrounding properties does not guaranty the existence of insurable access even though the roads providing physical access to the property are maintained by a government entity. In the event this transaction is closed prior to a final determination of the existence of an insurable right of access the following exception shall be placed in Schedule B of the policy:

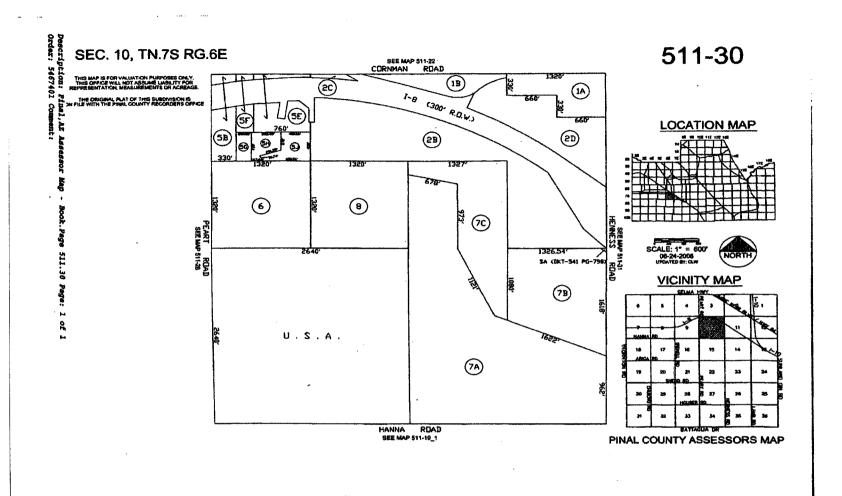
NOTE: If this will be <u>other</u> than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

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

- Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
- 12. Return to title department for final recheck before recording.

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





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

# **End of Requirements**

JULIAN SANCHEZ COMMITMENT FOR TITLE INSURANCE

No. 242-5467400

### **INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

# THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



# **COMMITMENT FOR TITLE INSURANCE**

# **ISSUED BY**

# First American Title Insurance Company

# **TABLE OF CONTENTS**

| AGREEMENT TO ISSUE POLICY                           | on the following page  |
|-----------------------------------------------------|------------------------|
| COMMITMENT DATE                                     |                        |
| POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED | Schodulo A (Page 1)    |
| INTEREST IN THE LAND                                | Schodulo A (Exhibit A) |
| DESCRIPTION OF THE LAND                             | on the following need  |
| EXCEPTIONS - PART ONE                               | Schodulo P (incide)    |
| EXCEPTIONS - PART TWO                               | Schodule B (inside)    |
| REQUIREMENTS (Standard)                             | Scriedule B (Inside)   |
| REQUIREMENTS (Continued)                            | on the third page      |
| CONDITIONS                                          |                        |
| CONDITIONS                                          | on the third bade      |

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

No. 242-5467400

# AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

# **SCHEDULE B - EXCEPTIONS**

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing t he issuance thereof; (c) water rights, claims or title to water; whether or not the matters exceptedunder (a), (b), or (c) are shown by the Public Records.

Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

# REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

### CONDITIONS

## 1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting

the title according to the state law where the land is located.

# 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

# 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

# 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these quidelines its Fair Information Values.

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means; Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Infi

Use or Information

We request Information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions are provided and the property and companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions are provided and the property and companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions. institutions with whom we or our affiliated companies have joint marketing agreements.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any Information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookle" technology to measure site activity and to customize information to your personal tastes. A cookle is an element of data that a Web site can send to your browser, which may then store the cookle on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

# Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information.

When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner. Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain

Form 50-PRIVACY (8/1/09)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

# **SCHEDULE A**

### Third Amended

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Jan Sredanovich at** (520)836-1500

Address Reference:

Vacant Land, APN 511-331-003, and 511-30-001A Portions of both Pinal County, AZ

Effective Date: March 26, 2013 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's Policy for \$70,062.68

Proposed Insured:

Casa Grande Mountain Ranch, an Arizona limited partnership

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Julian J. Sanchez, an unmarried man

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

Casa Grande Mountain Ranch, an Arizona Limited Partnership

4. The land referred to in this Commitment is located in Pinal County, AZ and is described as:

# SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Charlie Davies @ (602)685-7275.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

# **EXHIBIT "A"**

#### PARCEL NO. 1

A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 11, A DISTANCE OF 1452.73 FEET TO THE TRUE POINT OF BEGINNING;

THENCE A DISTANCE OF 337.06 FEET ALONG A CURVE TO THE RIGHT WITH A RADIAL BEARING OF SOUTH 38 DEGREES 02 MINUTES 08 SECONDS WEST, A RADIUS OF 5834.58 FEET, A DELTA OF 03 DEGREES 18 MINUTES 36 SECONDS;

THENCE SOUTH 53 DEGREES 52 MINUTES 43 SECONDS EAST A DISTANCE OF 214.81 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT;

THENCE A DISTANCE OF 770.71 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIAL BEARING OF SOUTH 36 DEGREES 07 MINUTES 17 SECONDS WEST, A RADIUS OF 11544.16 FEET, A DELTA OF 03 DEGREES 49 MINUTES 31 SECONDS;

THENCE SOUTH 51 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 276.17 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE A DISTANCE OF 85.28 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 39 DEGREES 56 MINUTES 48 SECONDS EAST, A RADIUS OF 3739.72 FEET, A DELTA OF 01 DEGREES 18 MINUTES 24 SECONDS;

THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS EAST A DISTANCE OF 146.43 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 11;

THENCE NORTH 89 DEGREES 56 MINUTES 08 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 40.06 FEET;

THENCE NORTH 53 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 1586.56 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 11;

THENCE NORTH 00 DEGREES 13 MINUTES 11 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 253.02 FEET TO THE TRUE POINT OF BEGINNING.

#### PARCEL NO. 2

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 660.06 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST A DISTANCE OF 239.56 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 377.98 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1340.93 FEET, A DELTA OF 16 DEGREES 09 MINUTES 02 SECONDS AND A RADIAL BEARING OF NORTH 65 DEGREES 13 MINUTES 41 SECONDS WEST;

THENCE NORTH 03 DEGREES 28 MINUTES 14 SECONDS EAST A DISTANCE OF 155.38 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 10 SECONDS WEST A DISTANCE OF 144.50 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10;

THENCE NORTH 89 DEGREES 41 MINUTES 52 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 119.94 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 41 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10 A DISTANCE OF 119.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 13 MINUTES 10 SECONDS EAST A DISTANCE OF 144.50 FEET;

THENCE SOUTH 03 DEGREES 28 MINUTES 14 SECONDS WEST A DISTANCE OF 155.38 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE 377.98 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1340.93 FEET, A DELTA OF 16 DEGREES 09 MINUTES 02 SECONDS AND A RADIAL BEARING OF NORTH 81 DEGREES 22 MINUTES 43 SECONDS WEST;

THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST A DISTANCE OF 423.31 FEET;

THENCE NORTH 00 DEGREES 11 MINUTES 42 SECONDS WEST A DISTANCE OF 329.71 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 31 SECONDS WEST A DISTANCE OF 662.73 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 13 SECONDS WEST A DISTANCE OF 329.39 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10;

THENCE NORTH 89 DEGREES 41 MINUTES 52 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 1205.24 FEET TO THE POINT OF BEGINNING.

# SCHEDULE B Third Amended

### **PART TWO:**

| 1. <b>DELETED INTENTI</b> | o | O | וכ | 1 | ı | 1 | ) | J | į | į | į | į | Ì | į | į | į | į | Ì | Ì | Ì | Ì | į | į | į | į | į | į | į | Ì | Ì |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Ì | Ì | Ì |  |  | Ì | Ì |  |  | Ì | Ì | Ì |  |  |  |  |  |  |  |  |  |  |  |  | Ì |  | Ì | Ì | Ì | Ì | Ì | Ì |  |  |  |  |  |  |  |  | Ì | Ì | Ì | Ì | Ì | Ì | Ì | Ì | Ì | Ì | Ì |  |  |
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# 2. **DELETED INTENTIONALLY**

- Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.
- 4. Any charge upon said land by reason of its inclusion in Central Arizona Groundwater Replenishment District.
- All matters as set forth in Revised Memorandum of Understanding, recorded December 28, 2010 as 2010-119576 of Official Records.
- 6. All matters as set forth in Record of Survey, recorded as Book 23 of Surveys, Page 87a.
- 7. The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded as Docket 443, Page 291.

(Affects Parcel No. 1)

 An easement for underground electrical conductors, other facilities and incidental purposes, recorded as 2010-012070 of Official Records.

(Affects Parcel No. 2 and 3)

9. Certification by the board of supervisors of Pinal county, Arizona, recorded as Docket 375, Page 572, purporting to establish a county roadway.

# 10. **DELETED INTENTIONALLY**

# 11. **DELETED INTENTIONALLY**

- Water rights, claims or title to water, whether or not shown by the public records.
- 13. Second installment of 2012 taxes, a lien, payable on or before March 1, 2013, and delinquent May 1, 2013.

- Taxes for the full year of 2013.
   (The first half is due October 1, 2013 and is delinquent November 1, 2013. The second half is due March 1, 2014 and is delinquent May 1, 2014.)
- 15. The terms, conditions and provisions contained in the document entitled "Land Exchange Agreement" recorded May 09, 2012 as 2012-38722 of Official Records.

# **End of Schedule B**

#### Third Amended

### **REQUIREMENTS:**

- Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith.
   See note at end of this section for details.
- First half of 2012 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$682.70 for the year 2012 under Assessor's Parcel No. 511-30-001A 0.

(Affects Parcel No. 2 and 3)

NOTE: Taxes are assessed in the total amount of \$2,094.68 for the year 2012 under Assessor's Parcel No. 511-31-0030 8.

(Affects Parcel No. 1)

(Covers More Property)

- 3. **DELETED INTENTIONALLY**
- 4. **DELETED INTENTIONALLY**
- Furnish proper legal description of the land to be insured.

### (REQUIREMENT SATISFIED)

6. Such further requirements as may be necessary after completion of the above.

### (REQUIREMENT SATISFIED)

- Approval by all parties to this transaction of the description used herein.
- 8. Record Warranty Deed from Julian J. Sanchez, an unmarried man to Buyer(s).

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

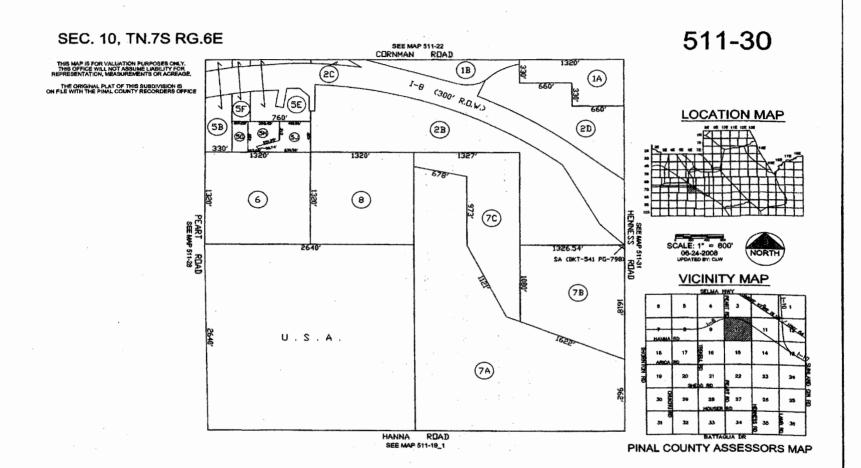
NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

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

9. Return to title department for final recheck before recording.

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





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

# **End of Requirements**

#### **INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

### THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



### **COMMITMENT FOR TITLE INSURANCE**

#### **ISSUED BY**

# First American Title Insurance Company

# **TABLE OF CONTENTS**

| AGREEMENT TO ISSUE POLICY                           | . on the following page |
|-----------------------------------------------------|-------------------------|
| COMMITMENT DATE                                     | Schedule A (Page 1)     |
| POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED | Schedule A (Page 1)     |
| INTEREST IN THE LAND                                | Schedule A (Exhibit A)  |
| DESCRIPTION OF THE LAND                             | on the following page   |
| EXCEPTIONS - PART ONE                               | Schedule B (inside)     |
| EXCEPTIONS - PART TWO                               | Schedule B (inside)     |
| REQUIREMENTS (Standard)                             | on the third name       |
| REQUIREMENTS (Standard)                             | Possiromente (incide)   |
| REQUIREMENTS (Continued)                            | (mside)                 |
| CONDITIONS                                          | on the third page       |

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

#### **AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

#### **SCHEDULE B - EXCEPTIONS**

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an Inspection of the Land or by making inquiry of persons in possession of the Land
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing t he issuance thereof; (c) water rights, claims or title to water; whether or not the matters exceptedunder (a), (b), or (c) are shown by the Public Records.

Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

# REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

#### CONDITIONS

#### 1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting

the title according to the state law where the land is located.

#### 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

#### 3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

#### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

# 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

  Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

  Information about your transactions with us, our affiliated companies, or others; and

  - Information we receive from a consumer reporting agency.

#### lice of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial Institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop Ideas to Improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

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can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

s We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (8/1/09)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

### **SCHEDULE A**

# **Third Amended**

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Jan Sredanovich at** (520)836-1500

Address Reference:

Vacant Land, APN 511-31-005A, Portion Pinal County, AZ

Effective Date: March 26, 2013 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's Policy for \$70,062.68

Proposed Insured:

Julian J. Sanchez, an unmarried man

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

LS Partners, as to Parcel No. 1 and Casa Grande Mountain Ranch Limited Partnership, an Arizona limited partnership as to Parcel No. 2

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

Julian J. Sanchez, an unmarried man

4. The land referred to in this Commitment is located in Pinal County, AZ and is described as:

#### SEE EXHIBIT "A" ATTACHED HEREIN

Title officer: Charlie Davies @ (602)685-7275.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

### **EXHIBIT "A"**

PARCEL NO. 1: (J-NORTH)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10.

THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1320.11 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS EAST A DISTANCE OF 132.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE 136.99 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5834.58 FEET, A DELTA OF 01 DEGREES 20 MINUTES 43 SECONDS AND A RADIAL BEARING OF SOUTH 38 DEGREES 02 MINUTES 08 SECONDS WEST;

THENCE NORTH 26 DEGREES 55 MINUTES 41 SECONDS EAST A DISTANCE OF 55.20 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 05 SECONDS EAST A DISTANCE OF 83.37 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2: (K-NORTH)

A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11.

THENCE SOUTH 89 DEGREES 56 MINUTES 08 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 11, A DISTANCE OF 1317.60 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 56 SECONDS WEST A DISTANCE OF 146.43 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUE NORTH 00 DEGREES 04 MINUTES 56 SECONDS WEST A DISTANCE OF 1175.26 FEET:

THENCE NORTH 89 DEGREES 59 MINUTES 44 SECONDS EAST A DISTANCE OF 673.69 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 1322.49 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 11;

THENCE CONTINUE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 278.67 FEET;

THENCE NORTH 62 DEGREES 25 MINUTES 42 SECONDS WEST A DISTANCE OF 68.86 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF NORTH 27 DEGREES 34 MINUTES 18 SECONDS EAST AND A RADIUS OF 3739.72 FEET AND A DELTA OF 11 DEGREES 04 MINUTES 06 SECONDS;

THENCE 722.44 FEET ALONG SAID CURVE TO THE TRUE POINT OF BEGINNING.

# SCHEDULE B Third Amended

#### **PART TWO:**

|  | INTENTI |  |  |  |
|--|---------|--|--|--|

#### 2. **DELETED INTENTIONALLY**

- 3. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.
- 4. Any charge upon said land by reason of its inclusion in Central Arizona Ground Water Replenishment District.
- 5. An easement for electrical transmission line and incidental purposes, recorded as Docket 341, Page 473.

(Affects Parcel No. 2)

6. Certification by the Board of Supervisors of Pinal County, Arizona, recorded as Docket 375, Page 572, purporting to establish a county roadway.

(Affects Parcel No. 1)

7. The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded as Docket 518, Page 573.

(Affects Parcel No. 1)

8. The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded as Docket 653, Page 636.

(Affects Parcel No. 2)

#### 9. **DELETED INTENTIONALLY**

# 10. **DELETED INTENTIONALLY**

11. The terms, conditions and provisions contained in the document entitled "City of Casa Grande Right-of-Way Encroachment Permit" recorded December 24, 1997 as 97-044185 of Official Records.

(Affects Parcel No. 2)

# 12. **DELETED INTENTIONALLY**

### 13. DELETED INTENTIONALLY

14. The terms, conditions and provisions contained in the document entitled "Agreement for the Waiver of Claims for Diminution in Value of Property" recorded July 16, 2007 as 2007-081733 of Official Records.

(Affects Parcel No. 2)

15. The terms, conditions and provisions contained in the document entitled "Easement" recorded September 14, 2007 as 2007-104220 of Official Records.

(Affects Parcel No. 1)

- 16. **DELETED INTENTIONALLY**
- 17. **DELETED INTENTIONALLY**
- 18. **DELETED INTENTIONALLY**
- 19. All matters as set forth in Record of Survey, recorded as Book 23 of Surveys, Page 87a.
- 20. **DELETED INTENTIONALLY**
- 21. **DELETED INTENTIONALLY**
- 22. Water rights, claims or title to water, whether or not shown by the public records.
- 23. Second installment of 2012 taxes, a lien, payable on or before March 1, 2013, and delinquent May 1, 2013.

(Affects Parcel No. 2)

- Taxes for the full year of 2013.
   (The first half is due October 1, 2013 and is delinquent November 1, 2013. The second half is due March 1, 2014 and is delinquent May 1, 2014.)
- 25. The terms, conditions and provisions contained in the document entitled "Land Exchange Agreement" recorded May 09, 2012 as 2012-038722 of Official Records.
- The lack of a right of access to and from the land.

### **End of Schedule B**

#### Third Amended

# **REQUIREMENTS:**

- 1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
- All of 2012 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$2,249.66 for the year 2012 under Assessor's Parcel No. 511-30-002D 3.

(Affects Parcel No. 1)

(Covers More Property)

3. First half of 2012 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$12,182.02 for the year 2012 under Assessor's Parcel No. 511-31-0050 6.

(Affects Parcel No. 2)

(Covers More Property)

NOTE: Taxes are assessed in the total amount of \$960.14 for the year 2012 under Assessor's Parcel No. 511-31-004C 1.

(Affects Parcel No. 2)

(Covers More Property)

- 4. Obtain written approval of insured as to Schedule B, Part II, Exception No. 26.
- 5. **DELETED INTENTIONALLY**
- 6. **DELETED INTENTIONALLY**
- 7. Furnish copies of all Certificates required by Title 29, Chapter 3, Arizona Revised Statutes, on file with the Secretary of State relating to Casa Grande Mountain Ranch, a limited partnership. Said Certificates shall be certified by an authorized representative of the Secretary of State as true and correct copies and shall be accompanied by a Certificate from the Secretary of State's office stating that the Certificates presented constitute a complete set of Certificates filed in said office relative to the limited partnership stated.

# (REQUIREMENT SATISFIED)

8. Furnish a copy of the Partnership Agreement of Casa Grande Mountain Ranch, a limited partnership, together with any amendments thereto.

# (REQUIREMENT SATISFIED)

 Proper showing as to the type of entity and the location of the formation of LS Partners. Additional requirements may be necessary upon being supplied with same.

# (REQUIREMENT SATISFIED)

10. Furnish proper legal description of the land to be insured.

# (REQUIREMENT SATISFIED)

11. Such further requirements as may be necessary after completion of the above.

### (REQUIREMENT SATISFIED)

- Approval by all parties to this transaction of the description used herein.
- 13. Record Affidavit of Heirship

(Affects Parcel No. 1)

14. Record Quit-Claim Deed from \_\_\_\_\_(daughter) to Karen S. Cunningham, an unmarried woman.

(Affects Parcel No. 1)

15. Record Quit-Claim Deed from \_\_\_\_\_(daughter) to Karen S. Cunningham, an unmarried woman.

(Affects Parcel No. 1)

16. Record Warranty Deed from LS Partners, Karen S. Cunningham and Karen S. Cunningham trustee of the Cunningham Family Trust dated April 13, 2000 to Casa Grande Mountain Ranch, an Arizona limited partnership.

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

(For LS Partners Karen S. Cunningham will sign as sole surviving partner)

(Affects Parcel No. 1)

NOTE: Said Warranty Deed to be recorded as part of First American Title Escrow No. 5467398

17. Record Warranty Deed from Casa Grande Mountain Ranch, an Arizona Limited Partnership to Buyer(s).

(Affects Parcel No. 2)

NOTE: Based on documentation either recorded, filed with the Secretary of State or otherwise in the possession of the Company, the following general partners of Casa Grande Mountain Ranch, a limited partnership, will be required to execute all documents.

General Partners:

George J. Chasse is the General Partner Authorized to execute documents:

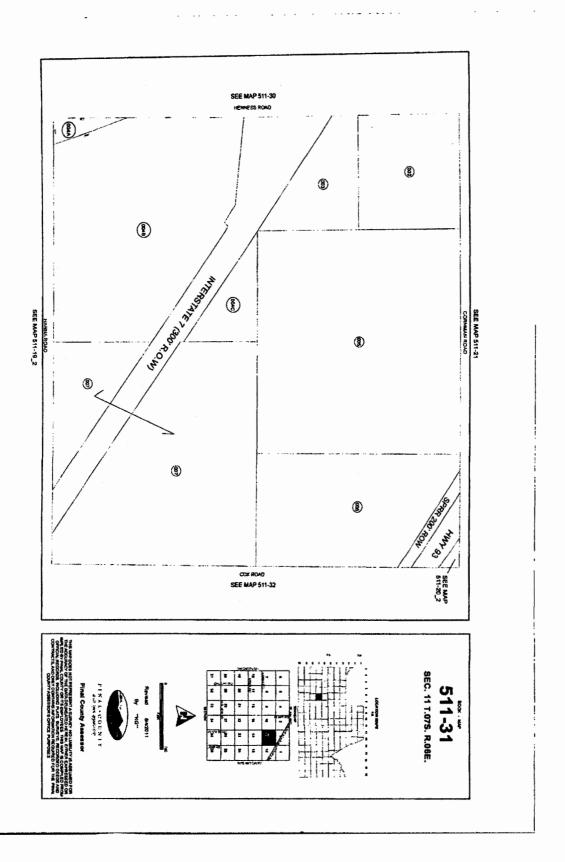
NOTE: If this will be <u>other</u> than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

ACCESS NOTE: A cursory search of the title does not indicate a right of access to this property. In order to attempt to reduce the potentially vast number of properties that may need to be searched to determine the existence of such right, we require a map showing the physical route taken to and from the land. No further search for access will be attempted until such map is received. Further, additional charges may be made to make the necessary examinations of property to determine access. However, no work that would incur additional charges shall be commenced without approval of the appropriate parties to this transaction. An exhaustive search of surrounding properties does not guaranty the existence of insurable access even though the roads providing physical access to the property are maintained by a government entity. In the event this transaction is closed prior to a final determination of the existence of an insurable right of access the following exception shall be placed in Schedule B of the policy:

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

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
- 18. Return to title department for final recheck before recording.

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



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

**End of Requirements** 

# TANG COMMITMENT FOR TITLE INSURANCE

# **INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

### THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



#### COMMITMENT FOR TITLE INSURANCE

#### **ISSUED BY**

# First American Title Insurance Company

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

# **AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

#### **SCHEDULE B - EXCEPTIONS**

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing t he issuance thereof; (c) water rights, claims or title to water; whether or not the matters exceptedunder (a), (b), or (c) are shown by the Public Records.

# Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

# REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

#### **CONDITIONS**

#### 1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting

the title according to the state law where the land is located.

#### 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

٥r

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT
Any claims, whether or not based on negligence, which you may have against us

concerning the title to the land must be based on this Commitment and is subject to its terms

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

  Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

  Information about your transactions with us, our affiliated companies, or others; and

  - Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffillated party. Therefore, we will not release your information to nonaffillated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period except. (1) as necessary on the provider are product or service you have requested in any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site
First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and

productive Web site experience. Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (8/1/09)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

#### **SCHEDULE A**

#### Third Amended

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Jan Sredanovich at** (520)836-1500 --- **TITLE INQUIRIES** should be directed to your Title Officer: **Kim Fulcher at** (602)685-7281

Effective Date: January 10, 2013 at 7:30 a.m.

Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's Policy for \$TBD

Proposed Insured:

Casa Grande Mountain Ranch Limited Partnership, an Arizona limited partnership

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Darryl W. Tang and Mae H. Tang, Trustees of The Darryl and Mae Tang Revocable Trust dated May 28, 1992, as to an undivided 50% interest and Terrestrial Investments Limited Partnership, an Arizona Limited Partnership, as to an undivided 25% interest and Paul L. Roth, Trustee of The Paul L. Roth, a Revocable Trust, u/d/t dated December 31, 1979, as to an undivided 25% interest

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

Casa Grande Mountain Ranch Limited Partnership, an Arizona limited partnership

4. The land referred to in this Commitment is located in Pinal County, AZ and is described as:

### SEE EXHIBIT "A " ATTACHED HEREIN

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

# **EXHIBIT "A"**

#### PARCEL 1:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES, 55 MINUTES, 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 535.65 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89 DEGREES, 55 MINUTES, 30 SECONDS WEST, A DISTANCE OF 792.01 FEET;

THENCE NORTH 00 DEGREES, 09 MINUTES, 42 SECONDS WEST, A DISTANCE OF 379.34 FEET;

THENCE NORTH 36 DEGREES, 08 MINUTES, 59 SECONDS EAST, A DISTANCE OF 102.26 FEET;

THENCE SOUTH 53 DEGREES, 51 MINUTES, 01 SECONDS EAST, A DISTANCE OF 495.80 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF NORTH 36 DEGREES, 08 MINUTES, 59 SECONDS EAST AND A RADIUS OF 1155.00 FEET, A LENGTH OF 374.27 FEET AND A DELTA OF 18 DEGREES, 33 MINUTES, 58 SECONDS TO THE TRUE POINT OF BEGINNING.

#### PARCEL 2:

A PORTION OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES, 55 MINUTES, 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1013.28 FEET;

THENCE NORTH 00 DEGREES, 09 MINUTES, 42 SECONDS WEST, A DISTANCE OF 275.68 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 53 DEGREES, 51 MINUTES, 01 SECONDS WEST, A DISTANCE OF 220.00 FEET;

THENCE NORTH 36 DEGREES, 09 MINUTES, 01 SECONDS EAST, A DISTANCE OF 179.00 FEET;

THENCE NORTH 25 DEGREES, 50 MINUTES, 44 SECONDS EAST, A DISTANCE OF 447.21 FEET;

THENCE NORTH 36 DEGREES, 09 MINUTES, 01 SECONDS EAST, A DISTANCE OF 5.01 FEET;

THENCE NORTH 48 DEGREES, 25 MINUTES, 43 SECONDS WEST, A DISTANCE OF 283.04 FEET;

THENCE NORTH 41 DEGREES, 42 MINUTES, 22 SECONDS WEST, A DISTANCE OF 294.46 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF SOUTH 38 DEGREES, 27 MINUTES, 21 SECONDS WEST, A RADIUS OF 3739.72 FEET AND A DELTA OF 17 DEGREES, 10 MINUTES, 09

# SECONDS;

THENCE ALONG SAID CURVE A DISTANCE OF 1120.64 FEET TO A SECOND NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF SOUTH 20 DEGREES, 10 MINUTES, 50 SECONDS WEST, A RADIUS OF 9767.68 FEET AND A DELTA OF 03 DEGREES, 25 MINUTES, 14 SECONDS;

THENCE ALONG SAID CURVE A DISTANCE OF 583.15 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING OF SOUTH 12 DEGREES, 23 MINUTES, 16 SECONDS WEST, A RADIUS OF 5579.58 FEET AND A DELTA OF 21 DEGREES, 58 MINUTES, 02 SECONDS;

THENCE ALONG SAID CURVE, A DISTANCE OF 2139.20 FEET;

THENCE SOUTH 29 DEGREES, 33 MINUTES, 09 SECONDS EAST, A DISTANCE OF 620.99 FEET;

THENCE SOUTH 36 DEGREES, 09 MINUTES, 01 SECONDS WEST, A DISTANCE OF 53.42 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5924.58 FEET A DELTA OF 0 DEGREES, 26 MINUTES, 07 SECONDS AND A CHORD BEARING OF NORTH 54 DEGREES, 03 MINUTES, 34 SECONDS WEST;

THENCE ALONG SAID CURVE, A DISTANCE OF 45.00 FEET;

THENCE SOUTH 36 DEGREES, 09 MINUTES, 01 SECONDS WEST, A DISTANCE OF 41.00 FEET;

THENCE SOUTH 45 DEGREES, 36 MINUTES, 45 SECONDS WEST, A DISTANCE OF 304.14 FEET;

THENCE SOUTH 57 DEGREES, 57 MINUTES, 06 SECONDS WEST, A DISTANCE OF 53.85 FEET;

THENCE SOUTH 36 DEGREES, 09 MINUTES, 01 SECONDS WEST, A DISTANCE OF 129.00 FEET TO THE TRUE POINT OF BEGINNING.

# SCHEDULE B Third Amended

# **PART TWO:**

- Taxes for the full year of 2013.
   (The first half is due October 1, 2013 and is delinquent November 1, 2013. The second half is due March 1, 2014 and is delinquent May 1, 2014.)
- 2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
- 3. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.
- 4. Any charge upon said land by reason of its inclusion in Central Arizona Irrigation and Drainage District. (All assessments due and payable are paid.)
- 5. The terms, conditions and provisions contained in the document entitled "Resolution by the Board of Supervisors" recorded as Docket 375, Page 572.
- 6. An easement for road and incidental purposes, recorded as Docket 518, Page 573. (Affects Northeast Quarter, Northwest Quarter)
- 7. Any right or asserted right pursuant to 11 U.S.C. 548 of a Trustee in Bankruptcy to alter, disturb or void the interest of the insured, by reason of that interest having stemmed from that certain deed or instrument recorded January 10, 1991 in Docket 1719, Page 184.
- 8. The effect of a map purporting to show the land recorded as Book 12 of Survey, Page 255.
- 9. The effect of a map purporting to show the land recorded as Book 23 of Survey, Page 87a.
- Water rights, claims or title to water, whether or not shown by the public records.

# **End of Schedule B**

#### Third Amended

# **REQUIREMENTS:**

- Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith.
   See note at end of this section for details.
- 2. All of 2012 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$5,297.28 for the year 2012 under Assessor's Parcel No. 511-30-002B 7.

(Covers More Property)

3. Payment in full of all assessments, late charges, transfer fees and any other amount due Central Arizona Irrigation and Drainage District, contact Glinda Oakes at (520) 466-7336 or write:

Central Arizona Irrigation and Drainage District 231 S. Sunshine Blvd. Eloy, AZ 85231

NOTE: Prior to the close of escrow, seller must provide First American Title Insurance Company with the Assessor Parcel Number assigned by the Assessor for district assessment purposes on State land. It is advisable that escrow check with the Pinal County Assessor's office to confirm the parcel number prior to contact C.A.I.D.D.

- 4. Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Darryl and Mae Tang Revocable Trust.
- 5. Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Paul L. Roth Trust.
- 6. Record Warranty Deed from Darryl W. Tang and Mae H. Tang, Trustees of The Darryl and Mae Tang Revocable Trust dated May 28, 1992, as to an undivided 50% interest and Terrestrial Acquisition, LLC, which acquired title as Terrestrial Investments Limited Partnership, an Arizona Limited Partnership, as to an undivided 25% interest and Paul L. Roth, Trustee of The Paul L. Roth, a Revocable Trust, u/d/t dated December 31, 1979, as to an undivided 25% interest to Buyer(s).

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

NOTE: Operating Agreement on file in this office authorizes the following to execute any necessary instruments on behalf of Terrestrial Acquisition, LLC:

# Darryl W. Tang-Manager

NOTE: Based on documentation either recorded, filed with the Secretary of State or otherwise in the possession of the Company, the following general partners of Casa Grande Mountain Ranch Limited Partnership, a limited partnership, will be required to execute all documents.

#### General Partners:

George J. Chasse

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

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

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

**NOTE:** According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matters constitute the chain of title for the 24 month period preceding the date hereof OR

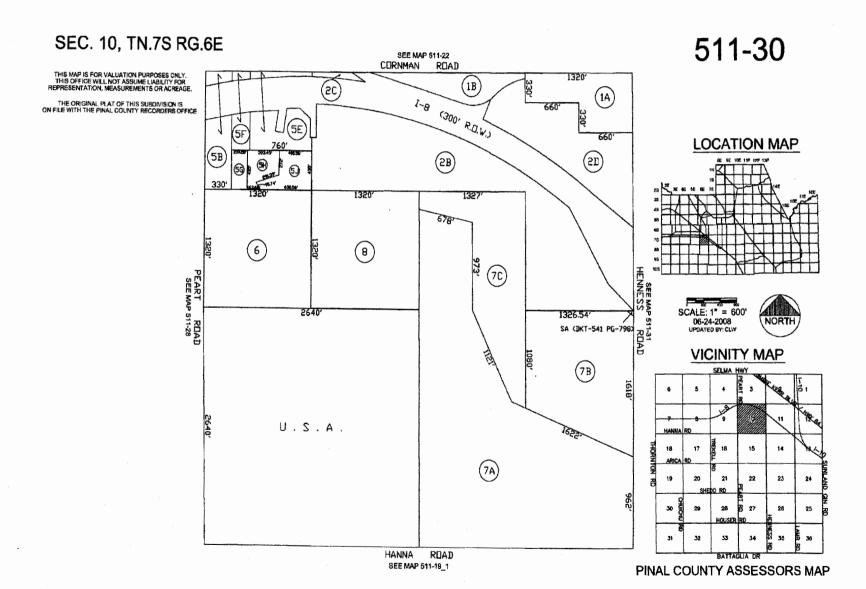
the last recorded instrument vesting title to the land described herein:

An instrument executed by Rosa Beltran, a married woman, in favor of Darryl W. Tang and Mae H. Tang, Trustees of The Darryl and Mae Tang Revocable Trust dated May 28, 1992, as to an undivided 50% interest and Terrestrial Investments Limited Partnership, an Arizona Limited Partnership, as to an undivided 25% interest and Paul L. Roth, Trustee of The Paul L. Roth, a Revocable Trust, u/d/t dated December 31, 1979, as to an undivided 25% interest, recorded March 21, 2005, as 2005-029113 of Official Records.

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

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

# **End of Requirements**



# INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

# THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



# COMMITMENT FOR TITLE INSURANCE

# **ISSUED BY**

# First American Title Insurance Company

# **TABLE OF CONTENTS**

| AGREEMENT TO ISSUE POLICY                           | on the following page  |
|-----------------------------------------------------|------------------------|
| COMMITMENT DATE                                     | Schedule & (Page 1)    |
| POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED | Schedule A (Page 1)    |
| INTEREST IN THE LAND                                | Schedule A (Fyhibit A) |
| DESCRIPTION OF THE LAND                             | on the following page  |
| EXCEPTIONS - PART ONE                               | Schodulo P (incide)    |
| EXCEPTIONS - PART TWO                               | Schodulo P (inside)    |
| REQUIREMENTS (Standard)                             | Scriedule & (Inside)   |
| REQUIREMENTS (Continued)                            | on the third page      |
| CONDITIONS                                          |                        |
| CONDITIONS                                          | on the third page      |

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

# **AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

# SCHEDULE B - EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (for use with 2006 ALTA policies)

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing t he issuance thereof; (c) water rights, claims or title to water; whether or not the matters exceptedunder (a), (b), or (c) are shown by the Public Records.

# Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

# REQUIREMENTS (Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

# CONDITIONS

# 1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting

the title according to the state law where the land is located.

# 2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

# 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

# 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

# 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



# We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

  Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

  Information about your transactions with us, our affiliated companies, or others; and

  - Information we receive from a consumer reporting agency.

### Use of Information

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated partles except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookles. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

# **Fair Information Values**

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (8/1/09)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

# **First American Title Insurance Company**

## **SCHEDULE A**

## Fifth Amended

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Jan Sredanovich at** (520)836-1500

Address Reference: Vacant Land, APN 511-30-007C Pinal County, AZ

Effective Date: January 10, 2013 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's Policy for \$39,484.56

Proposed Insured:

Darryl W. Tang and Mae H. Tang as Trustees of the Darryl and Mae Tang Revocable Trust dated May 28, 1992, as to an undivided 50% interest and Terrestrial Acquisition, LLC, a Arizona limited liability company, as to an undivided 25% interest and Paul L. Roth as trustee of The Paul L. Roth, a Revocable Trust, u/d/t dated December 31, 1979, as to an undivided 25% interest

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Casa Grande Mountain Ranch Limited Partnership, an Arizona limited partnership

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

Darryl W. Tang and Mae H. Tang as Trustees of the Darryl and Mae Tang Revocable Trust dated May 28, 1992, as to an undivided 50% interest and Terrestrial Acquisition, LLC, a Arizona limited liability company, as to an undivided 25% interest and Paul L. Roth as trustee of The Paul L. Roth, a Revocable Trust, u/d/t dated December 31, 1979, as to an undivided 25% interest

4. The land referred to in this Commitment is located in Pinal County, AZ and is described as:

# SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Kimberlee Dennis @ (602)685-7412.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

# **EXHIBIT "A"**

## PARCEL NO. 1

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH OUARTER CORNER OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 06 MINUTES 42 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1314.83 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 48 MINUTES 21 SECONDS EAST A DISTANCE OF 876.46 FEET TO A NON-TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF SOUTH 63 DEGREES 59 MINUTES 40 SECONDS WEST AND A RADIUS OF 1045.00 FEET AND A DELTA OF 11 DEGREES 53 MINUTES 15 SECONDS;

THENCE 216.81 FEET ALONG SAID CURVE TO A POINT ON A POINT OF REVERSE CURVATURE;

THENCE 723.85 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1155.00 FEET, A DELTA OF 35 DEGREES 54 MINUTES 28 SECONDS AND A RADIAL BEARING OF NORTH 75 DEGREES 52 MINUTES 55 SECONDS EAST;

THENCE SOUTH 00 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 130.09 FEET;

THENCE SOUTH 36 DEGREES 08 MINUTES 59 SECONDS WEST A DISTANCE OF 271.57 FEET;

THENCE NORTH 50 DEGREES 49 MINUTES 35 SECONDS WEST A DISTANCE OF 299.11 FEET;

THENCE NORTH 16 DEGREES 22 MINUTES 59 SECONDS WEST A DISTANCE OF 396.40 FEET;

THENCE NORTH 12 DEGREES 47 MINUTES 17 SECONDS WEST A DISTANCE OF 471.54 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 21 SECONDS WEST A DISTANCE OF 720.65 FEET TO A POINT ON SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10;

THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST A DISTANCE OF 126.43 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL MINERALS AS RESERVED IN THE PATENT TO SAID LAND.

PARCEL NO. 2

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, EXISTING IN PINAL COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 06 MINUTES 42 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 1314.83 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 21 SECONDS EAST A DISTANCE OF 997.32 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89 DEGREES 48 MINUTES 21 SECONDS EAST A DISTANCE OF 329.19 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 658.48 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF NORTH 45 DEGREES 16 MINUTES 24 SECONDS EAST AND A RADIUS OF 1045.00 FEET AND A DELTA OF 30 DEGREES 36 MINUTES 30 SECONDS;

THENCE 558.26 FEET ALONG SAID CURVE TO A POINT ON A POINT OF REVERSE CURVATURE;

THENCE 186.99 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1155.00 FEET, A DELTA OF 09 DEGREES 16 MINUTES 34 SECONDS AND A RADIAL BEARING OF SOUTH 75 DEGREES 52 MINUTES 55 SECONDS WEST TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL MINERALS AS RESERVED IN THE PATENT TO SAID LAND.

# **First American Title Insurance Company**

# SCHEDULE B Fifth Amended

### **PART TWO:**

- Second installment of 2012 taxes, a lien, payable on or before March 1, 2013, and delinquent May 1, 2013.
- Taxes for the full year of 2013.
   (The first half is due October 1, 2013 and is delinquent November 1, 2013. The second half is due March 1, 2014 and is delinquent May 1, 2014.)
- 3. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.
- 4. **DELETED INTENTIONALLY**
- 5. **DELETED INTENTIONALLY**
- 6. **DELETED INTENTIONALLY**
- 7. All matters as set forth in Agreement for the Waiver of Claims for Diminution in Value of Property, recorded July 16, 2007 as 2007-081733 of Official Records.
- The lack of a right of access to and from the land.
- 9. **DELETED INTENTIONALLY**
- Water rights, claims or title to water, whether or not shown by the public records.
- 11. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.
- 12. Any charge upon said land by reason of its inclusion in Central Arizona Groundwater Replenishment District.

# **End of Schedule B**

# **First American Title Insurance Company**

# **Fifth Amended**

# **REQUIREMENTS:**

- Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith.
   See note at end of this section for details.
- First half of 2012 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$1,061.24 for the year 2012 under Assessor's Parcel No. 511-30-007C 0.

(Covers More Property)

3. Obtain written approval of insured as to Schedule B, Part TWO, Exception No. 8.

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ACCESS NOTE: A cursory search of the title does not indicate a right of access to this property. In order to attempt to reduce the potentially vast number of properties that may need to be searched to determine the existence of such right, we require a map showing the physical route taken to and from the land. No further search for access will be attempted until such map is received. Further, additional charges may be made to make the necessary examinations of property to determine access. However, no work that would incur additional charges shall be commenced without approval of the appropriate parties to this transaction. An exhaustive search of surrounding properties does not guaranty the existence of insurable access even though the roads providing physical access to the property are maintained by a government entity. In the event this transaction is closed prior to a final determination of the existence of an insurable right of access the following exception shall be placed in Schedule B of the policy:

# 4. **DELETED INTENTIONALLY**

- Approval by all parties to this transaction of the description used herein.
- 6. Record Warranty Deed from Casa Grande Mountain Ranch Limited Partnership, an Arizona limited partnership to Buyer(s).

NOTE: Operating Agreement on file in this office authorizes the following to execute any necessary instruments on behalf of Casa Grande Mountain Ranch Limited Partnership, an Arizona limited partnership:

(NOTE: The General Partner, George J. Chasse, may execute documents for the sale of property after giving notice and receiving consent of Partners, limited or general, owning 51% of the Partnership Units (Article 5.3.4). Please provide evidence of same)

NOTE: ARS 33-404 provides that any conveyance of real property by or to a Trustee, must disclose the names and addresses of the beneficiaries and the Trust under which said Trustee is acting.

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

NOTE: Operating Agreement on file in this office authorizes the following to execute any necessary instruments on behalf of Terrestrial Acquisition, LLC:

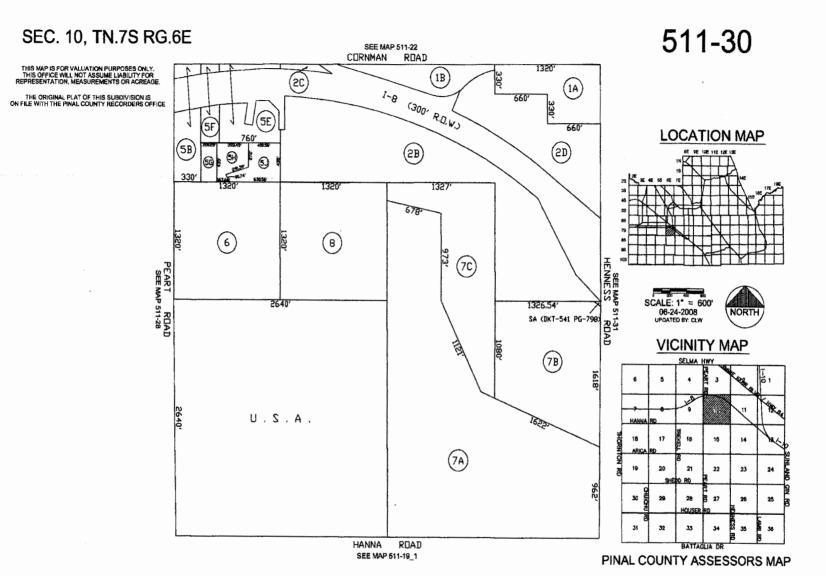
Darryl W. Tang-Manager

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

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
- 7. Return to title department for final recheck before recording.

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





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

# **End of Requirements**