



NOTICE OF PUBLIC MEETING

GILA BEND PLANNING AND ZONING COMMISSION

Thursday December 18, 2025; 4:30pm
Gila Bend Town Hall Conference Room
644 W Pima St, Gila Bend AZ 85337

Pursuant to ARS § 38-431.02, notice is hereby given that the Planning and Zoning Commission will hold a meeting on Thursday December 18, 2025, beginning at 4:30 p.m., in the Town of Gila Bend Town Hall located at 644 W Pima, Gila Bend, Arizona. Doors open to the Town Hall room at 4:15 pm for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back into the Commission meeting room when the Commission returns from executive session. Commissioners of the Town of Gila Bend Planning and Zoning Commission will attend either in person or by telephone or video communication. A copy of the final agenda will be available twenty-four hours prior to the meeting in the Town Clerk's Office, 644 West Pima, Gila Bend, AZ 85337.

I. CALL TO ORDER

II. ROLL CALL

Vice-Chairperson Steve Holt
Commissioner Robert Catalana
Commissioner Ron Henry

Commissioner Steve McClure
Commissioner Jesus Rubalcava

III. Approval of Planning and Zoning Meeting Minutes: The Planning and Zoning Commissioners may discuss and possibly take action to approve the July 17, 2025 meeting minutes. **Discussion and possible action**

IV. BUSINESS-

A. **Swearing in of Newly Appointed Commissioners**- The Town Clerk will swear in Commissioner Jesus Rubalcava.

B. **Southwest Bend (Longroad Energy) Solar Field Overlay Zone ZON-25-001**- Southwest Bend (Longroad Energy) is requesting a recommendation for approval by the Planning and Zoning Commission to the Town Council for rezoning case ZON-25-001 for 1,381 +/- acres out of the 1,721 +/- acres in total located west of SR 85 along both sides of Old US Highway 80 to adopt a solar field overlay zone (SFOZ) with 12 stipulations over existing Planned Community (PC) and Agriculture (Rural Zone, AG) zoning. The northern portion of the project site obtained SFOZ approval in 2001-Ordinance 11-12. **Discussion, public comment, and possible action**

- Staff Presentation
- Applicant Presentation
- Questions from the Planning and Zoning Commission
- Public Comments
- Applicant Response
- Floor/Public Discussion Closed: Motion/Discussion and Vote

V. ADJOURNMENT

NOTE: The Commission may go into Executive Session for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

Beth Sanchez

Beth Sanchez, Town Clerk

12/12/25
Date posted

Before 4:00 p.m.
Time

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES AND PERSONS WITH LIMITED ENGLISH PROFICIENCY WILL BE PROVIDED UPON REQUEST. PLEASE TELEPHONE YOUR ACCOMMODATION REQUEST (928 683-2255 OR 1-800-367-8939 ADD ARIZONA RELAY SERVICE) 72 HOURS IN ADVANCE IF YOU NEED A SIGN LANGUAGE INTERPRETER OR ALTERNATE MATERIALS FOR A VISUAL OR HEARING IMPAIRMENT; FOR AN ENGLISH TRANSLATOR CALL 928 683-2255.

LOS ALOJAMIENTOS RAZONABLES PARA PERSONAS CON INCAPACITAS Y PERSONAS CON LA PERICIA INGLESA LIMITADA SERAN PROPORCIONADOS SOBRE EL PEDIDO. TELEFONEE POR FAVOR SU PEDIDO DEL ALOJAMIENTO (928 683-2255 O 1-800-367-8939 AGREGAN ARIZONA EL SERVICIO DEL RELEVO) 72 HORAS EN EL AVANCE SI USTED NECESITA A UN INTERPRETE DE LENGUAJE POR SEÑAS O ALTERNA LAS MATERIAS PARA UN VISUAL O DETERIORO DE VISTA; PARA UNA LLAMADA INGLESA DE TRADUCTOR 928 683-2255.

Town Manager Approval

Initial KV Date 12-11-25

**This agenda posted no later than 24 hours prior to the meeting
at the following locations:**

**Town Website: www.gilabendaz.org
Gila Bend Post Office bulletin board: 109 W Papago
Gila Bend Town Hall lobby: 644 W Pima
Community Center lobby: 202 N Euclid
Family Resource Center: 303 E Pima**



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Gila Bend Town Hall Conference Room
644 W Pima St, Gila Bend AZ 85337

MINUTES

- I. **CALL TO ORDER** meeting called to order at 4:31 p.m.
- II. **ROLL CALL**

Vice- Chairperson Steve Holt Virtual	Commissioner Steve McClure Present
Commissioner Robert Catalana Present	Commissioner Jesus Rubalcava Not Present
Commissioner Ron Henry Not Present	
- III. **Approval of Planning and Zoning Meeting Minutes:** The Planning and Zoning Commissioners may discuss and possibly take action to approve the November 21, 2024 meeting minutes. **Discussion and possible action**

Commissioner Robert Catalana moved to approve the November 21, 2024 meeting minutes
Second by Commissioner Steve McClure
Motion passed unanimously (3 Ayes: Vice-Chairperson Steve Holt, Commissioners Robert Catalana and Steve McClure; 0 Nays)
- IV. **BUSINESS-**
 - A. **Swearing in of Newly Appointed Commissioners-** The Town Clerk will swear in newly appointed Commissioners Steve McClure and Jesus Rubalcava.
Town Clerk Beth Sanchez swears in Commissioner Steve McClure
 - B. **Appointment of Chairperson:** The Commissioners may discuss and take action on the appointment of Chairperson. **Discussion and possible action**

Commissioner Robert Catalana moved to nominate Commissioner Steve McClure as Chairperson
Second by Commissioner Steve Holt
Motion passed unanimously (3 Ayes: Vice-Chairperson Steve Holt, Commissioners Robert Catalana and Steve McClure; 0 Nays)
 - C. **Gila Bend 7 (Newtown) Subdivision Final Plat:** Stephanie Brewer with Newtown Community Development is requesting a recommendation for approval by the Planning and Zoning Commission to the Town Council for the Gila Bend 7 (Newtown) Final Plat (FP-25-001) for a total of 19 lots for a single family residential development located south of Hunt Street, east of Dodson Avenue, west of Weidner Avenue and north of Norma Street (APN: 403-08-064), with a density of 2.86 DU/Acre, standard lot sizes are 90'X90' , with public roadway, and public water and sewer. The Planning and Zoning Commission approved the Preliminary Plat on September 9, 2024. **Discussion and possible action**

Commissioner Robert Catalana inquired about the minimum quality for the roadways and what that means as it relates to our streets in town.
Representative Matt Mancini from Gila Bend 7/Newtown responded that the roadways that are developed will meet the standards set by the County, the Town and engineers.
Town Attorney Allen Quist as a point of order informed the Commissioners that Chairperson Steve McClure has been selected as Chairman and is now free to take over running the meeting.

Secon point of order is the Town Planner Sandra Hoffman with Logan Simpson is present and able to answer any questions.

Town Planner Sandra Hoffman with Logan Simpson spoke briefly about the final plat that was reviewed by staff. The final plat includes improvement plans, water/sewer lines, and pavement plans.

Commissioner Robert Catalana spoke about Hunt and Donson Streets and the horrible application of the roadway there and if this was the standard they are looking at for this project. Town Planner Sandra Hoffman spoke about the dedicated 50-foot right of way for residential areas and 25-foot half streets. The developers will be constructing a new road Michelle Street that will run through the middle of the property and improvements will be made on the south side of Hunt Street and the east side of Dodson Street.

Chairperson Steve McClure asked if there was a development agreement for this development with negotiated impact fees. Town Attorney Allen Quist confirmed there is no development agreement. Chairperson Steve McClure spoke about the obvious impact to the town with infrastructure that could be substantial, and the town would usually have considerable, detailed development agreements. Discussion continued regarding the costs to the developer and development agreements. Town Planner Sandra Hoffman spoke about the code which does not include a requirement for a development agreement, and we can't have impact fees unless you file a state statute and if there is nothing in place you can't enforce it. Town Attorney Allen Quist added that a project of this scale does not need a development agreement.

With no further discussion Chairperson Steve McClure called for a motion

**Commissioner Robert Catalana moved to recommend approval of the Final Plat to Town Council
Second by Chairperson Steve McClure**

Motion passed unanimously (3 Ayes: Chairperson Steve McClure, Vice-Chairperson Steve Holt and Commissioner Robert Catalana; 0 Nays)

D. Planning and Zoning Commission Legal Training: The Town Attorney will provide a legal training for the Planning and Zoning Commission on roles, responsibilities, and best practices. The training will include an overview of open meeting law, conflicts of interest, procedural guidance and lawful decision making, and a review of the types of matters that commonly come before the Commission.

Brief discussion was held regarding the potential need to table this to a date in the future when both new Commissioners are present.

Vice-Chairperson Steve Holt moved to postpone until later when all members can be present and at the convenience of the Town Attorney

Second by Commissioner Robert Catalana

Motion passed unanimously (3 Ayes: Chairperson Steve McClure, Vice-Chairperson Steve Holt and Commissioner Robert Catalana; 0 Nays)

V. ADJOURNMENT

Chairperson Steve McClure moved to adjourn at 4:55 p.m.

Second by Commissioner Robert Catalana

Motion passed unanimously (3 Ayes: Chairperson Steve McClure, Vice-Chairperson Steve Holt and Commissioner Robert Catalana; 0 Nays)

Chairperson Steve McClure

ATTEST:

Beth Sanchez
Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the Planning and Zoning Commission meeting held on July 17, 2025 and that the meeting was duly called and posted and that a quorum was present.

Beth Sanchez

Town Clerk



Community & Economic Development Department

TO: Planning and Zoning Commission
FROM: Sandra Hoffman, Senior Associate, Logan Simpson Design
SUBJECT: Southwest Bend (Longroad Energy) SFOZ Rezoning Case # **ZON-25-001**
DATE: December 1, 2025

PLANNING & ZONING COMMISSION HEARING: December 18, 2025

TOWN COUNCIL SCHEDULED: January 13, 2026

STAFF REPORT: SOLAR FIELD OVERLAY ZONE REZONING CASE ZON-25-001

Request From:	The property is currently zoned Planned Community (PC) and Rural Zone (AG), with 553-acres in the northern portion previously approved for Solar Field Overlay (Ord. 11-12).
Request To:	Solar Field Overlay Zone (SFOZ)
Location:	Northeast of central Gila Bend. The property is located west of SR 85, along both sides of Old US Highway 80, and north and south of W. Fornes Road alignment. The Paloma Irrigation District Gila Bend Canal bisects the site.
Property Details	The Southwest Bend Solar project area encompasses approximately 1,721-acres in total, with 1,381-acres located within the Town of Gila Bend. This application requests rezoning of all 1,381-acres within the Town limits to the Solar Field Overlay Zone (SFOZ). Although 553 of these acres were previously approved for SFOZ by the Town Council in 2011, they are included in the current request to eliminate any uncertainty regarding the status of the prior approval. The existing zoning within the Town portion of the project area consists of Planned Community (PC) and Agriculture (Rural Zone, AG), along with the 553-acres that hold the previously approved SFOZ (Ord. 11-12).



Community & Economic Development Department

Table 1: Southwest Bend Solar Project Parcels

Project Parcel #	APN	Base Zoning	Acreage
<i>Parcels Covered by Existing SFOZ</i>			
1	401-74-003P	PC	264 acres
2	401-74-005H	PC	271 acres
3	401-74-005G	PC	8 acres
4	401-74-005B	PC	10 acres
<i>Parcels Requiring SFOZ</i>			
5	401-74-007	PC	82 acres
6	401-74-006M	PC	145 acres
7	402-03-003A	PC	48 acres
8	402-03-002C	PC	10 acres
9	402-03-019	PC	10 acres
10	402-03-020	AG	100 acres
11	402-03-013G	AG	169 acres
12	402-03-022	AG	26 acres
13	402-03-021*	AG	36 acres
14	402-04-016	AG	162 acres
15	402-03-012	AG	40 acres
<i>Parcels under Maricopa County Jurisdiction</i>			
16	402-03-001F	RU-190	72 acres
17	402-03-011X	RU-190	268 acres
Total Acreage			1,721 acres
Total Acreage in Town of Gila Bend			1,381 acres
Total Acreage Requiring SFOZ:			828 acres

* A 10-acre portion of APN 402-03-021 will not be included in the Project and SFOZ application due to an ongoing lot split. The acreage in the table reflects that.

Zoning Designations:

PC - Planned Community District

AG - Agricultural

RU-190 - Rural

Owners: ATT Land Company LLC, Gila 1130 LLC, and Larry L. Coyle/Judy A. Coyle

Applicant: Southwest Bend Solar, LLC / Longroad Energy

General Plan

The current Gila Bend 2040 General Plan Land Use Designation includes Rural Residential (RR), Master Planned Community, Utilities, Public/Semi Public and Parks and Open Space.

Current Zoning:

The current Zoning Districts include Rural Zone Agriculture (Rural AG) and Planned Community District (PC). Approximately 553-acres have previously approved SFOZ.

Surrounding Zoning:

Within the Town of Gila Bend: Rural Zone Agriculture (AG) and Planned Community District (PC). Maricopa County RU-190 Zoning District to the east. NOTE: ASLD manages land to the east and south of the site. The expanded SFOZ area is adjacent to BLM jurisdiction land in the NW and SW portions of the project site.



Community & Economic Development Department

Project Scope:

Construct an industrial-scale Solar Energy Generation development, including substation, switchyard, BESS, O&M building as described below:

- Solar field of PV modules mounted on a single-axis tracking system.
- Electrical collection systems, including switchgear, power conversion stations, inverters, transformers, and collection lines.
- A project substation and battery energy storage components.
- A 500 kV gen-tie transmission line.
- Associated infrastructure including site perimeter fencing and internal access roads.
- Driveways / gates.
- Meteorological stations.
- Operations and maintenance building and associated equipment storage facilities.
- Possible water storage tanks.

Pre-Application Meeting: Held September 8, 2025

Citizen Review Sessions: Held October 29, 2025, and December 15, 2025

NOTIFICATION: Application updated to include 553-acres of previously approved SFOZ area in late November. Total project and SFOZ application area: 1,381-acres. (Green font: initial SFOZ application area)

➤ Citizen Review Notice mailed (within 1000-ft):	Oct. 14, 2025
➤ Citizen Review Notice mailed (within 1000-ft):	Dec. 2, 2025
➤ Signs posted on property for P&Z and TC:	Dec. 4, 2025
➤ P&Z Notice Published in Newspaper:	Dec. 4, 2025
➤ First Class Letters Mailed (within 200-ft):	Dec. 4, 2025

AUTHORITY: The Council may adopt ordinances amending the Zone Map in compliance with A.R.S. Section 9-462.04. The Town of Gila Bend Zoning Ordinance Article III, Section 16-3-02 regulates the Administrative Procedures for Amendments to the Zoning Map.

Staff Recommendation: Approval, subject to twelve (12) stipulations, with six (6) sub-stipulations.



BACKGROUND:

The Southwest Bend Solar project area that is included in the SFOZ rezoning case consists of 1,381-acres located within the Town limits. The northern 553-acre portion of the project site previously obtained SFOZ approval in Ordinance 11-12 and is included in the application to avoid any potential interpretation that the existing SFOZ is expired or inactive.

ZONING ORDINANCE:

Article III, 16-4-18.A Solar Field Overlay Zone (SFOZ)

The purpose of the SFOZ is to provide flexibility while promoting sustainable development and renewable energy options. This is a holding overlay zone which allows for future development of property to occur in an organized and sustainable pattern. The zone is not meant to negate current entitlement in the way of underlying zoning or pre-existing overlay zoning, SFOZs should:

1. Promote the use of underutilized land.
STAFF COMMENT: Project site is predominately undeveloped vacant land except for being on both sides of Old US Highway 80 and the Gila Bend Canal. **MET**
2. Further economic development.
STAFF COMMENT: Southwest Bend Solar promotes sustainable development by providing a renewable energy system that allows for future development to have reliable energy. The project will provide tax revenue and use local engineering and development contractors. **MET**
3. Promote employment opportunities within the Town of Gila Bend.
STAFF COMMENT: The Narrative identifies providing up to 300 construction jobs and up to five (5) full time employees to maintain the project site. **MET**
4. Help meet utility companies' requirements as related to the percentage of renewable energy in which such utilities are required by State and Federal guidelines.
STAFF COMMENT: Narrative provides information on the renewable energy project and meeting State and Federal guidelines. **MET**

16-4-18.B Solar Field Overlay Zone (SFOZ). General Requirements and Standards

2. Applicant must own the property or have a minimum 10-year lease.

STAFF COMMENT: Lease and purchase documents provided by the Applicant. **MET**

3. Conformance with the General Plan. Must conform with the Goals and Objectives within the Land Use Elements:

2.0 Plan Elements (Pg. 13): Energy Generation. Over the last 10 years, the Town has marketed itself as the "Solar Capital of the World", due to its successful efforts to



locate solar energy projects, based on its direct connection to the electrical grid, available land and pro-business approach. **MET**

2.1.3.3a Business Climate, Keys to Job Attraction (Pg. 15): Build on the “Solar Capital of the World” slogan. The Town has accomplished many goals in paving the way with its solar focus, including its strategic position as a solar site for many different energy generation entities. Much of this has occurred through its Solar Field Overlay Zone (SFOZ), which has expedited the review and approval process for energy generation projects. **MET**

2.1.7 Economic Development Goals and Policies (Pg. 24):

GOAL ED-4 A successful industry and business marketing and promotion program.

Policy ED4.1: The Town shall enhance its business attraction efforts with the Arizona Commerce Authority, Arizona Office of Tourism, Greater Phoenix Economic Council, and the Arizona Public Service Company to take advantage of available resources to capture renewable energy, manufacturing, and eco-tourism jobs. **MET**

2.4.3 Energy Generation and Storage (Pg. 85):

These solar facilities have been constructed to provide the State’s regulated utilities with alternative sources to meet their 15 percent sourcing goals from renewables by the Year 2025. **MET**

2.4.4 Keys to Energy Stewardship (Pg. 88):

Increase the Local Stock of Renewable Energy Generation Technologies. The Town has been very successful in locating many photovoltaic solar generation facilities within its incorporated area. It has the potential to not only add more of these sites, but to explore other types of renewable energy types to diversify its generation capabilities.

MET

4. SFOZ Regulations: Minimum size must be 100-acres or minimum 40-acres if adjacent or across the street from a SFOZ and approval of the proposed SFOZ will contribute to renewable energy production for the public. **MET**

5. Front, Rear and Side Yard Building Setback Regulations: Perimeter property line and dedicated street ROW: **35-feet.** **MET**

STAFF COMMENT: The SFOZ narrative and the anticipated site plan will identify a minimum 10-foot setback for the solar panels from the project perimeter property lines and public rights-of-way, and a minimum 35-foot setback for buildings, with a 0-foot setback applied to solar arrays located on adjoining internal project parcels to allow for efficient use of the site area.



6. Operation and Maintenance Requirements for Solar Fields: Clear of debris, weeds, trash. The equipment shall remain in good repair and working order, malfunctioning equipment in disrepair or inoperable equipment shall be removed from the property immediately. **MET STAFF COMMENT:** The project narrative states that maintenance activities include cleaning PV modules, dust control, weed control, debris/trash removal, maintaining electrical collection system components, and maintaining on-site infrastructure.

PALOMA IRRIGATION DISTRICT, Robert VanHofwegen Comments:

Longroad Solar reached out to us. After conferring with our legal counsel, we are willing to remove our objection to this part of their application but will ask the Town to check with us before issuing a permit to construct. They gave adequate assurances that they will meet our requirements.

MILITARY COMMENTS: Gila Bend Air Force Auxiliary Field. Mark James and Jennifer Rahn Reviewer.

Light interference, spectrum utilization and electromagnetic interference, impairment of pilot's visibility and bird strike hazards must be addressed. The location and height of transmission lines must be provided with the Site Plan submittal and the Applicant will need to file an OE/AAA case for the power poles and gen-tie location.

STAFF COMMENT: Since the Southwest Bend Solar project will be located within the "territory in the vicinity of a military airport," it will be subject to approximately 170 flights per day. All military review comments will be addressed as the project moves forward.

STIPULATION INCLUDED.

ARIZONA GAME AND FISH DEPARTMENT, Calle Hinkle Reviewer:

During the planning stages of the project, consider the local or regional needs of wildlife in regard to movement, connectivity, and access to habitat needs. The uplands support a large diversity of species and it's important to identify and conserve upland wildlife movement corridors. It is also important to maintain biodiversity and ecosystem functions which can be facilitated through improving designs of structures, fences, roadways, and culverts to promote passage for a variety of wildlife species.

APPLICANT RESPONSE: The Applicant will continue to coordinate with the Arizona Game and Fish Department (AZGFD) throughout the development process to mitigate and reduce potential impacts on biological resources. Such mitigation will be largely determined and incorporated during the site planning phase of the Project, as feasible. **STIPULATION INCLUDED.**

HISTORIC BUTTERFIELD TRAIL

APPLICANT RESPONSE: The Applicant consulted with Town of Gila Bend staff regarding the best approach for the Historic Butterfield Trail that is mapped by the National Park Service (NPS) as a potential route for a segment and is located on private lands within the Southwest Bend project area. WestLand performed a survey to state and federal standards in accordance



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with Section 106 of the National Historic Preservation Act (as amended) and its implementing regulations (36 CFR 800), the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716), as outlined in the Arizona State Historic Preservation Act (A.R.S. §41-861, et seq.) and the Arizona Antiquities Act (A.R.S. §41-841, et seq.). Westland also performed an intensive site assessment and found no physical traces of the wagon route.

STAFF COMMENT: The Applicant agreed to design and install a commemorative monument sign in proximity to the alignment of the Historic Butterfield Trail location on the National Parks Service and Arizona State Parks documents that matches the signage within the Historic Gatlin Site (a National Historic Landmark) with the Town of Gila Bend. This style of signage could also be utilized in future Town Parks.

STIPULATION INCLUDED.

16-4-18.C Solar Field Overlay Zone (SFOZ). Schedule of Construction

1. Applicant must submit a schedule of construction. The development of the SFOZ must begin within one (1) year of approval by Council in accordance with Section 6-3-12.

STAFF COMMENT: The submittal includes a Conceptual Property Development Plan, but not a site plan. The site plan submittal is anticipated in the fourth quarter of 2026, within one year of the Town Council SFOZ decision. After site plan approval is granted, the building plan review will be completed. It is anticipated that the building permit will be purchased in the first or second quarter of 2027.

2. Applicant may propose to develop the Solar Field in phases. Such phasing schedule will be submitted with the application.

STAFF COMMENT: Table 2, Project Schedule of Construction with Commencement Milestones is included in the Southwest Bend Solar narrative. On site construction is expected to begin in 2027 and is anticipated to be built in one (1) phase, following site plan approval and purchasing building permits. **STIPULATION INCLUDED.**



Table 2. Project Schedule of Construction with Commencement Milestones

Project Phase	Project Milestone	Estimated Timing
Planning & Design	Project Site Control	2021-2025
Planning & Design	Project Interconnection Studies Begin	Q4 2023
Planning & Design	Town of Gila Bend Pre-Application	Q3 2024- Q4 2025
Planning & Design	SFOZ Approval	Q4 2025
Planning & Design	ACC CEC Gen-Tie Approval	Q2 2026
Planning & Design	Engineering Design	Q1-Q4 2026
Development	Interconnection Agreement Execution	Q4 2026
Development	Site Plan Submittal	Q4 2026
Development	Building Permit Application Submittal	Q4 2026 / Q1 2027
Construction	Begin On-Site Construction	Q3 2027
Construction	Construction and Installation	2027 - 2028 (18-24 months)
Construction	Testing and Commissioning	Q4 2028 (3-6 months)
Construction	Commercial Operations	2028/2029

CITIZEN REVIEW SESSION SUMMARY:

On 10/29/25 the Citizen Review Session for the SFOZ rezoning case was held in the Town Hall (644 W. Pima Street, Gila Bend, AZ 85337).

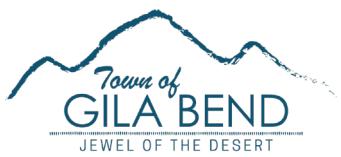
Number of attendees: 0 Public / 5 Applicant representatives / 3 Staff (TOTAL: 8).

Summary of comments:

1. No comments were received.

NOTE: No public comments expressing concerns were submitted to Town staff regarding the proposed rezoning of the subject parcel to Solar Field Overlay Zone during the Citizen Review Session.

On 12/15/25 a second Citizen Review session will be held. A summary of the attendance and comments will be provided after the session and will be posted on the Town website.



Community & Economic Development Department

STAFF ANALYSIS:

1. The Town of Gila Bend supports solar renewable energy projects through the Solar Field Overlay Zone and understands the benefits to the environment by utilizing clean energy.
2. Staff reviewed the proposed SFOZ for the 1,381-acres within the Town limits.
3. Referral comments were provided by ADOT, Arizona Game and Fish Department, Paloma Irrigation Drainage District, Luke Air Force Base and Town staff. All items have been addressed through modifications to the submittal and including the 12 (with 6 stipulations) stipulations as a condition of approval.

FINDINGS:

1. The proposed Solar Field Overlay Zone (ZON-25-001) meets the Town of Gila Bend General Plan Goals and Policies.
2. The Solar Field Overlay District (SFOZ) will support renewable energy development while retaining the underlying zoning districts and enhancing sustainability.
3. Having the Solar Field Overlay District (SFOZ) expand in the northeast portion of the Town will enable the organized development of renewable projects in proximity to each other.

RECOMMENDATION:

Staff recommend the Planning and Zoning Commission recommend approval to the Town Council for case ZON-25-001 to rezone the property to include the Solar Field Overlay Zone and the Southwest Bend Solar Field site plan with the following stipulations:

ZON-25-001 STIPULATIONS (CONDITIONS OF APPROVAL):

1. Access to Old US Highway 80 and SR-85 must be reviewed and approved by ADOT and/or the regulatory agency (Maricopa County or Town of Gila Bend).
2. The Applicant must coordinate with ADOT to address any requirements and impacts to SR-85 right-of-way prior to site plan approval. The Applicant will also provide a before-and-after pavement assessment for Old US Highway 80 at construction access points and restore any pavement damage to its pre-construction condition to the satisfaction of the Town.
3. The Applicant must follow the recommendations of the Arizona Game and Fish Department:
 - a. If special status wildlife species are encountered during project activities, they will be moved out of harm's way, no more than 0.25 miles outside the project boundary within similar habitat.



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- b. The power line design and substations to be bird safe shall follow the standards established by the Avian Power Line Interaction Committee (APLIC) for new powerlines which is found here: <https://www.aplic.org/documents>.
 - c. Ensure the project complies with Arizona Native Plant Law regulations.
 - d. To minimize the potential introduction or spread of exotic invasive species, including aquatic and terrestrial plants, animals, insects, and pathogens, the Department encourages the Applicant to take precautions to wash and/or decontaminate equipment before entering and leaving the site.
 - e. Areas that are disturbed in proximity to existing washes and wildlife corridors be revegetated with native drought tolerant species that represent the natural surrounding landscape.
 - f. Public access roads currently open to the public within the project site that allow passage into adjacent public lands must remain open or be rerouted in order to maintain access to adjacent areas if feasible.
4. Fencing should minimize impacts to wildlife corridors currently located on the property.
5. The Applicant must complete a submission to the Department of Defense Siting Clearinghouse where several agencies will review the application. It must be filed through OE/AAA due to multiple military installations are users of VR242 among other civilian airspace users. If the FAA identifies a recommended lighting requirement, the Applicant must meet it if feasible.
6. Lighting must be designed to minimize impacts on military operations and wildlife.
7. Applicant will dedicate right-of-way as necessary to complete the required 55-ft. half-width right-of-way adjacent to South Old US Highway 80.
8. Applicant will preserve existing utility and access easements on the site, or as appropriate, abandon and relocate them in coordination with the respective grantees or grantors. Easements identified for relocation or formal extinguishment will be addressed through the applicable approval and recording processes required by the governing authorities.
9. A monument commemorating the Historic Butterfield Trail will be placed in a prominent location in proximity to the location of the mapped trail that is similar in style to the signage at the Historic Gatlin Site prior to final building inspection for the project.
10. The Project will achieve Commencement of Development within one-year of Town Council approval of this SFOZ. An estimated Project Schedule of Construction and Commencement Milestones is included in the Southwest Bend narrative. For the purposes of the Southwest Bend SFOZ, Commencement of Development shall be defined by the development milestones identified in Table 2: Project Schedule of Construction with Commencement Milestones of the Project Narrative dated October 2025.
11. In the event archaeological materials are encountered during construction, the Applicant shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery and notify the Town Planner and the Tohono O'odham Nation San Lucy Village leadership.



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12. Building Plans must follow and meet the **2018** International Code Council (ICC) codes and the **2017** National Electric Building Codes. The Fire Code (IFC) is part of the “I-Codes”. The project must meet State fire Marshal as a minimum Code which is the 2018 IFC. The I-Codes encompass the IBC, IMC, IPC, IECC and IFC.

PLANNING AND ZONING COMMISSION CONSIDERATIONS:

If the Commission determines by motion that the proposed Solar Field Overlay Zone (SFOZ) has met the list below, the Commission may recommend approval of the rezoning to the Town Council along with necessary conditions to fulfill the intent of this Ordinance:

1. Will not be detrimental to the health, safety, or welfare of the community.
2. Will not cause traffic congestion.
3. Will not overload water/sewer capacities.
4. Will not burden public facilities or services.
5. Will not seriously depreciate surrounding property values.
6. It is in harmony with the purposes and intent of this Ordinance, the plan for the area, and the General Plan.

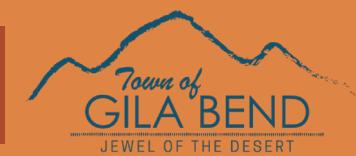
ZON-25-001 PLANNING AND ZONING COMMISSION MOTION OPTIONS:

1. Recommend approval to the Town Council for rezoning case ZON-25-001 to adopt the Solar Field Overlay Zone on 1,381-acres generally located west of SR-85 on both sides of Old U.S. Highway 80 and the Gila Bend Canal per the 12 stipulations (and 6 sub-stipulations) noted in the staff report.
2. SAME as #1, except, changes to the stipulation language....as noted.
3. Continue the case (to next Planning and Zoning Commission hearing).
4. Recommend Denial to the Town Council for rezoning application ZON-25-001.



ZON-25-001
Southwest Bend Solar

P&Z Commission
December 18, 2025



REZONE REQUEST: Adopt Solar Field Overlay Zone (SFOZ)

LOCATION: West of SR-85, on both sides of Gila Bend Canal and Old U.S. Highway 80

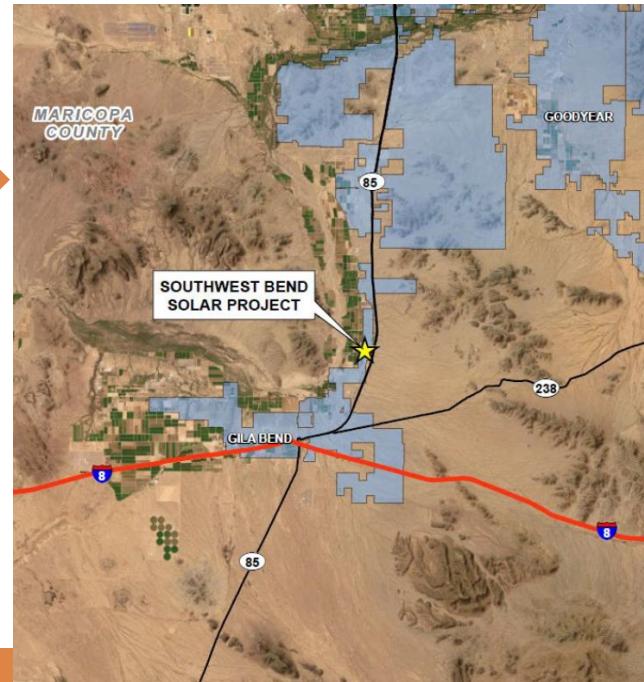
Southwest Bend PROJECT SUMMARY:

Total Project Site: 1,721 acres

Town Area Total: 1,381 acres

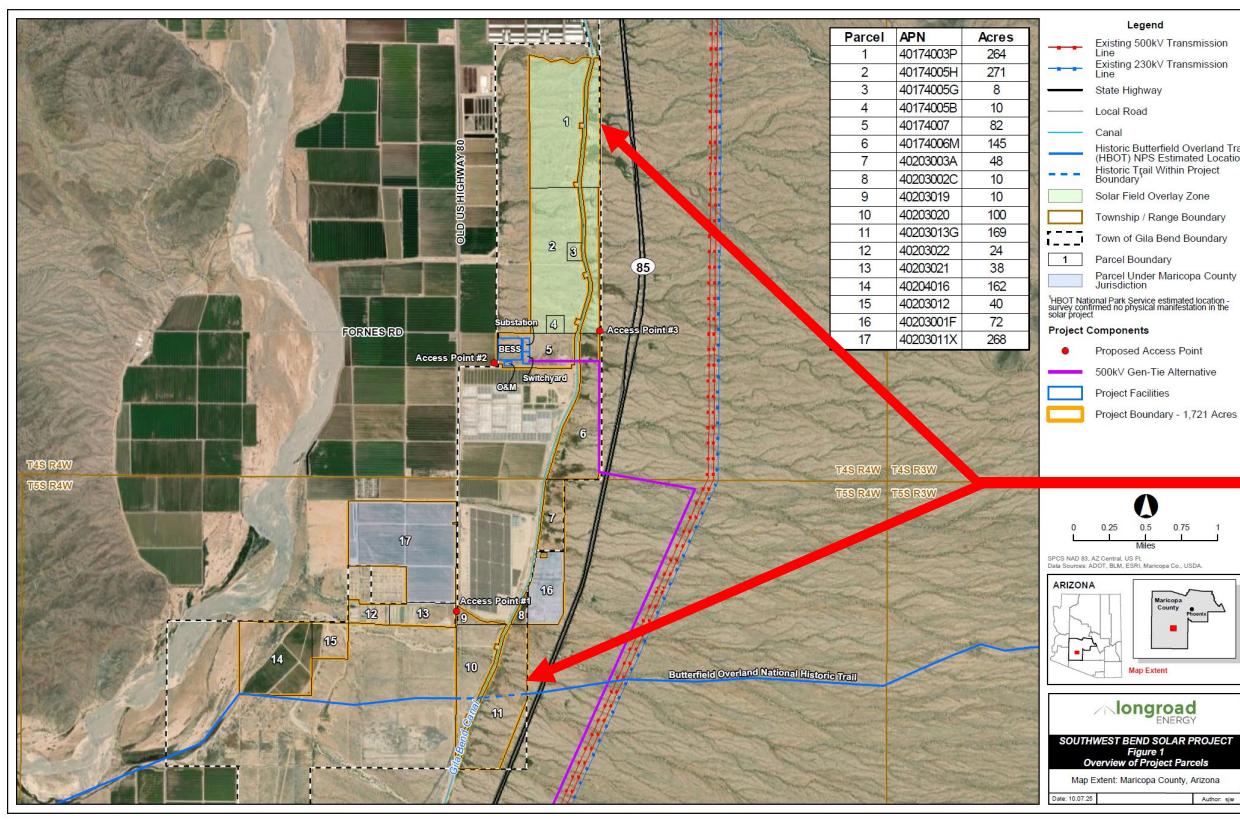
Town Area Included in SFOZ Case: 1,381 acres

Unincorporated Maricopa County: 340 acres



SOLAR FIELD OVERLAY ZONE: ZON-25-001

DETAILS



SOLAR FIELD OVERLAY ZONE: ZON-25-001

DETAILS

SURROUNDING LAND USES / ENTITLEMENT:

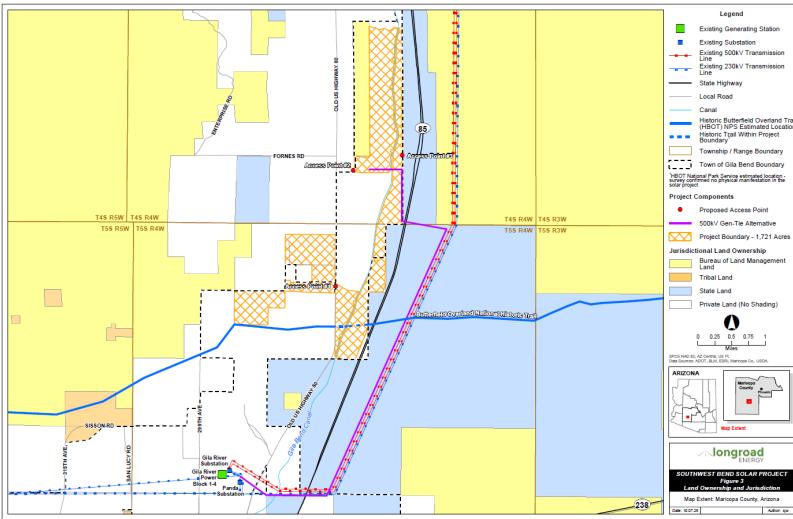
AREA WITHIN THE SFOZ REQUEST:

- ✓ Agriculture (Rural Zone AG)
- ✓ Planned Community (PC)
- ✓ Solar Field Overlay Zone (SFOZ)

SURROUNDING ZONING:

- ✓ Agriculture (AG)
- ✓ Planned Community (PC)

UNINCORPORATED COUNTY: Rural Residential (RU-190)



SOLAR FIELD OVERLAY ZONE: ZON-25-001

DETAILS

AUTHORITY:

The Council may adopt ordinances amending the Zone Map in Compliance with A.R.S. Section 9-462.04. The Town of Gila Bend Zoning Ordinance Article III, Section 16-3-02 regulates the Administrative Procedures for Amendments to the Zoning Map.

Citizen Review Sessions: Oct. 29th and Dec. 15th 2025

NOTIFICATION:

Citizen Review Notice mailed:	Oct. 14, 2025 and Dec. 2, 2025
Signs posted on property:	Dec. 4, 2025
Notice Published in Newspaper:	Dec. 4, 2025
First Class Letters Mailed (within 200-ft):	Dec. 4, 2025

SOLAR FIELD OVERLAY ZONE: ZON-25-001

AUTHORITY AND NOTIFICATION

Citizen Review Session #1: Held October 29, 2025, in Town Hall

Public Attendees:	0
Applicant Representatives:	5
Town Staff:	3
Total:	8

SUMMARY OF COMMENTS:

- No comments provided

Citizen Review Session #2: Held December 15, 2025, in Town Hall

SOLAR FIELD OVERLAY ZONE: ZON-25-001

CITIZEN REVIEW SESSION

PROJECT DESCRIPTION:

- Solar field of PV modules mounted on a single-axis tracking system
- Electrical collection systems, including switchgear, power conversion stations, inverters, transformers, and collection lines
- Project substation
- Battery energy storage system (BESS) components
- Operations and maintenance (O&M) building and associated equipment storage facilities
- 500 kV gen-tie transmission line
- Associated infrastructure including site perimeter fencing, internal access roads and access
- Driveways / gates
- Meteorological stations
- Possible water storage tanks

SOLAR FIELD OVERLAY ZONE: ZON-25-001

SCOPE OF PROJECT

RELATIONSHIP TO GENERAL PLAN GOALS AND POLICIES:

Energy Generation (2.0, Pg. 13):

Town marketed as the "Solar Capital of the World" due to connection to the electrical grid, available land and pro-business approach.

Economic Development:

GOAL: Successful industry and business marketing and promotion.

POLICY: Enhance business attraction to take advantage of available resources to capture renewable energy, manufacturing and eco-tourism jobs.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

RELATIONSHIP TO GENERAL PLAN

RELATIONSHIP TO GENERAL PLAN GOALS AND POLICIES:

Energy Generation and Storage (Pg. 85):

Solar facilities to provide State's regulated utilities with alternative sources to meet their 15% sourcing goals from renewables.

Keys to Energy Stewardship (Pg. 88):

Increase the local stock of renewable energy generation technologies.



SOLAR FIELD OVERLAY ZONE: ZON-25-001

RELATIONSHIP TO GENERAL PLAN

SOLAR FIELD OVERLAY ZONE PURPOSE: Article III, 16-4-18.A

- ✓ Promote the use of underutilized vacant land. (MET)
- ✓ Further economic development. (MET)
- ✓ Promote employment opportunities within the Town. (MET)

NOTE: 300 jobs during construction, then 5 full time positions

- ✓ Help meet utility companies' requirements related to the percentage of renewable energy to meet State and Federal guidelines. (MET)

SOLAR FIELD OVERLAY ZONE: ZON-25-001

SFOZ PURPOSE

SOLAR FIELD OVERLAY ZONE REQUIREMENTS: Article III, 16-4-18.

- ✓ **Minimum Size: 100-Acres. (MET)**
- ✓ **Perimeter Building Setback: Minimum 35-feet. (MET)**
- ✓ **Operations and Maintenance: Free of debris/weeds and all equipment kept in good working order. (MET)**

SOLAR FIELD OVERLAY ZONE: ZON-25-001
SFOZ REQUIREMENTS AND SCOPE

SOLAR FIELD OVERLAY ZONE REQUIREMENTS: Article III, 16-4-18.

- ✓ **Military Training Route: Provide transmission line locations to Luke AFB and file an OE/AAA Case for the power poles and gen-tie location. (STIPULATION INCLUDED)**
- ✓ **Military Comments on Hazards that must be addressed with Future Site Plan Review: Light Interference, Spectrum Utilization and Electromagnetic Interference, Impairment of Pilot's Visibility, and Bird Strike Hazard (if any standing water on the property)**

SOLAR FIELD OVERLAY ZONE: ZON-25-001
SFOZ REQUIREMENTS AND SCOPE

SOLAR FIELD OVERLAY ZONE REQUIREMENTS: Article III, 16-4-18.

✓ C. Schedule of Construction

4. Upon submittal of the SFOZ the applicant shall also submit a schedule of construction. The development of the Solar Field must begin within one (1) year of the approval by Council of the SFOZ in accordance with Section 16-3-12.

5. The applicant may propose to develop the Solar Field in phases. Such phasing schedule will be submitted with the application to the Town for review and approval by Council and shall be in accordance with Section 16-3-12.

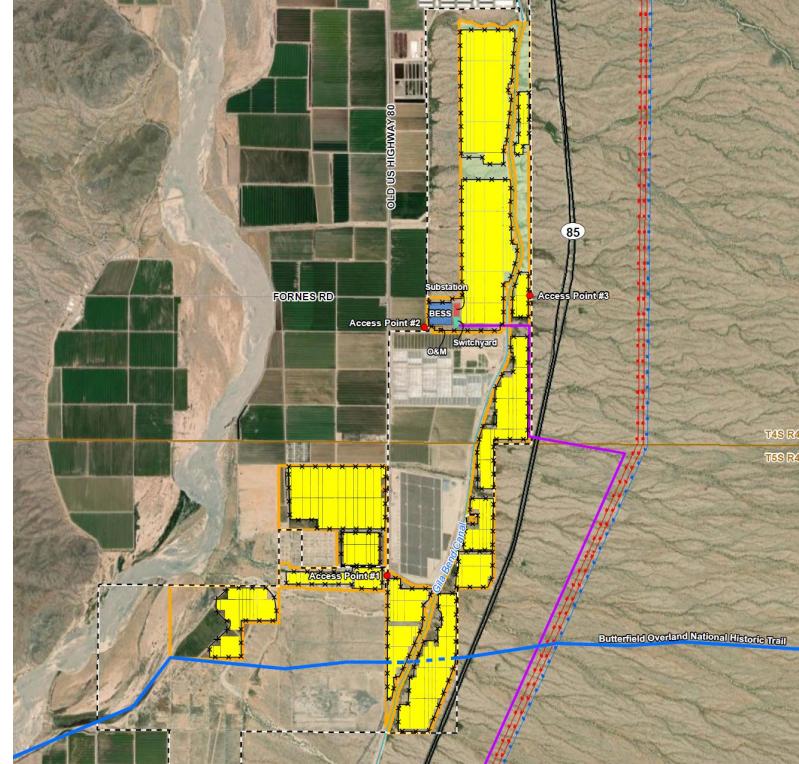
SOLAR FIELD OVERLAY ZONE: ZON-25-001

SFOZ REQUIREMENTS AND SCOPE

DEVELOPMENT PHASING:

Table 2. Project Schedule of Construction with Commencement Milestones

Project Phase	Project Milestone	Estimated Timing
Planning & Design	Project Site Control	2021-2025
Planning & Design	Project Interconnection Studies Begin	Q4 2023
Planning & Design	Town of Gila Bend Pre-Application	Q3 2024- Q4 2025
Planning & Design	SFOZ Approval	Q4 2025
Planning & Design	ACC CEC Gen-Tie Approval	Q2 2026
Planning & Design	Engineering Design	Q1-Q4 2026
Development	Interconnection Agreement Execution	Q4 2026
Development	Site Plan Submittal	Q4 2026
Development	Building Permit Application Submittal	Q4 2026 / Q1 2027
Construction	Begin On-Site Construction	Q3 2027
Construction	Construction and Installation	2027 - 2028 (18-24 months)
Construction	Testing and Commissioning	Q4 2028 (3-6 months)
Construction	Commercial Operations	2028/2029



SOLAR FIELD OVERLAY ZONE: ZON-25-001

SFOZ REQUIREMENTS AND SCOPE

STAFF ANALYSIS:

1. The Town of Gila Bend supports solar renewable energy projects through the Solar Field Overlay Zone and understands the benefits to the environment by utilizing clean energy.
2. Staff reviewed the proposed SFOZ for the 1,381-acres, noting that 553 acres of the 1,381-acre Southwest Bend project area within the Town previously obtained SFOZ entitlement.
3. Referral comments were provided by ADOT, Arizona Game and Fish Department, Paloma Irrigation Drainage District, Luke Air Force Base and Town staff. All items have been addressed through modifications to the submittal and/or the 12 stipulations as a condition of approval.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

STAFF ANALYSIS

STAFF FINDINGS:

- 1. The proposed Solar Field Overlay Zone (ZON-25-001) meets the Town of Gila Bend General Plan Goals and Policies**
- 2. The Solar Field Overlay District (SFOZ) will support renewable energy development while retaining the underlying zoning districts and enhancing sustainability.**
- 3. Having the Solar Field Overlay District (SFOZ) expand in the northeast portion of the Town will enable the organized development of renewable projects in proximity to each other.**

SOLAR FIELD OVERLAY ZONE: ZON-25-001

FINDINGS

STAFF RECOMMENDATION TO P&Z COMMISSION:

- **Staff recommends the P&Z Commission recommend approval to the Town Council for ZON-25-001 for 1,381 acres of land located west of State Route-85, along both sides of Old U.S. Highway 80, with the Gila Bend Canal bisecting the site, to a Solar Field Overlay Zone with Twelve (12) Stipulations.**

SOLAR FIELD OVERLAY ZONE: ZON-25-001

RECOMMENDATIONS

STIPULATIONS (TOTAL: 12):

1. Access to Old U.S. Highway 80 and SR-85 must be reviewed and approved by ADOT and/or the regulatory agency (Maricopa County or Town of Gila Bend).
2. The Applicant must coordinate with ADOT to address any requirements and impacts to SR-85 ROW prior to site plan approval. The Applicant will also provide a before-and-after pavement assessment for Old U.S. Highway 80 at construction access points and restore any pavement damage to its pre-construction condition to the satisfaction of the Town.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

CONDITIONS OF APPROVAL

STIPULATIONS (TOTAL: 12):

3. Developer must follow the recommendations from the Arizona Game and Fish Department:
 - a. If special status wildlife species are encountered during project activities, they will be moved out of harm's way, no more than 0.25 miles outside the project boundary within similar habitat.
 - b. The power line design and substations to be bird safe shall follow the standards established by the Avian Power Line Interaction Committee (APLIC) for new powerlines which is found here: <https://www.aplic.org/documents>.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

CONDITIONS OF APPROVAL

STIPULATIONS (TOTAL: 12):

3. Developer must follow the recommendations from the Arizona Game and Fish Department:
 - c. Ensure the project complies with Arizona Native Plant Law regulations.
 - d. To minimize the potential introduction or spread of exotic invasive species, including aquatic and terrestrial plants, animals, insects, and pathogens, the Department encourages the Applicant to take precautions to wash and/or decontaminate equipment before entering and leaving the site.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

CONDITIONS OF APPROVAL

STIPULATIONS (TOTAL: 12):

3. Developer must follow the recommendations from the Arizona Game and Fish Department:
 - e. Areas that are disturbed in proximity to existing washes and wildlife corridors be revegetated with native drought tolerant species that represent the natural surrounding landscape.
 - f. Public access roads currently open to the public within the project site that allow passage into adjacent public lands must remain open or be rerouted in order to maintain access to adjacent areas if feasible.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

CONDITIONS OF APPROVAL

STIPULATIONS (TOTAL: 12):

4. Fencing should minimize impacts to wildlife corridors currently located on the property.
5. The Applicant must complete a submission to the Department of Defense Siting Clearinghouse where several agencies will review the application. It must be filed through OE/AAA due to multiple military installations are users of VR242 among other civilian airspace users. If the FAA identifies a recommended lighting requirement, the applicant must meet it if feasible.
6. Lighting must be designed to minimize impacts to military operations and wildlife.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

CONDITIONS OF APPROVAL

STIPULATIONS (TOTAL: 12):

7. Applicant will dedicate right-of-way as necessary to complete the required 55-foot half street width adjacent to Old U.S. Highway 80.
8. Applicant will preserve the existing utility and access easements on the site, or as appropriate, abandon and relocate them in coordination with the respective grantees or grantors. Easements identified for relocation or formal extinguishment will be addressed through the applicable approval and recording processes required by the governing authorities.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

CONDITIONS OF APPROVAL

STIPULATIONS (TOTAL: 12):

9. A monument commemorating the Historic Butterfield Trail will be placed in a prominent location in proximity to the location of the mapped trail that is similar in style to the signage at the Historic Gatlin Site prior to final building inspection for the project.
10. The Project will achieve Commencement of Development within one-year of Town Council approval of this SFOZ. An estimated Project Schedule of Construction and Commencement Milestones is included in the Southwest Bend narrative. For purposes of this application, Commencement of Development shall be defined by the development milestones identified in Table 2 of the Project Narrative dated October 2025.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

CONDITIONS OF APPROVAL

STIPULATIONS (TOTAL: 12):

11. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery and notify the Town Planner and the Tohono O'odham Nation San Lucy Village leadership.
12. Building Plans must follow and meet the **2018** International Code Council (ICC) codes and the **2017** National Electric Building Codes. The Fire Code (IFC) is part of the “I-Codes”. The project must meet State Fire Marshal as a minimum Code which is the 2018 IFC. The I-Codes encompass the IBC, IMC, IPC, IECC and IFC.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

CONDITIONS OF APPROVAL

REZONING CONSIDERATIONS:

If the Commission determines by motion that the proposed Solar Field Overlay Zone (SFOZ) has met the list below the Commission may recommend approval of the rezoning along with necessary conditions to fulfill the intent of this Ordinance:

1. Will not be detrimental to the health, safety, or welfare of the community.
2. Will not cause traffic congestion.
3. Will not overload water/sewer capacities.
4. Will not burden public facilities or services.
5. Will not seriously depreciate surrounding property values.
6. Is in harmony with the purposes and intent of this Ordinance, the plan for the area, and the General Plan.

SOLAR FIELD OVERLAY ZONE: ZON-25-001

CONSIDERATIONS

Recommended Motion Language :

Motion to recommend approval to the Town Council for rezoning case ZON-25-001 for 1,381 acres located west of SR-85, along both sides of Old U.S. Highway 80 to adopt a Solar Field Overlay Zone with Twelve (12) Stipulations.

Questions?

B | F | S | O

BERGIN, FRAKES, SMALLEY & OBERHOLTZER

November 26, 2025

Town of Gila Bend
Planning and Zoning Department
644 W. Pima Street
P.O. Box A
Gila Bend, AZ 85337

Re: Supplemental Clarification – Southwest Bend Solar Project Rezoning Application (1,381 Acres)

Dear Planning and Zoning Staff,

Southwest Bend Solar, LLC (“Applicant”) submits this supplemental letter to clarify the scope of the rezoning application filed on October 8, 2025, for the Southwest Bend Solar Project, case number ZON-25-001. The Project consists of 1,381 acres, all within the incorporated limits of the Town of Gila Bend (“Project”).

Portions of the Project are zoned Planned Community (PC), Rural Agriculture (AG), and Solar Field Overlay Zone (SFOZ). The existing SFOZ was established through Ordinance No. 11-12 on October 11, 2011. Coordination with Town Planning and Zoning staff has confirmed the applicable zoning and the extent of the SFOZ within the Project area.

This supplement is intended to clarify that the application for SFOZ shall apply to the entire 1,381-acre Project area through the rezoning case ZON-25-001. Within the Project’s acreage, 828 acres require rezoning from PC and AG to SFOZ. The remaining Project’s area of 553 acres already designated as SFOZ are included to confirm the continued validity of the existing overlay and to ensure that all SFOZ-related entitlements are processed under one zoning case with consistent stipulations. This clarification aligns with the comprehensive review and comments provided by Town staff to date.

To further ensure accuracy in the record, the rezoning application form is being updated to explicitly reflect the full 1,381-acre Project area and a second Citizen Participation Meeting will be held to ensure the public is notified of the complete Project boundary. Application fees have been paid based on the full acreage consistent with the intended scope of the submission.

Sincerely,

Fae Sowders
Attorney for the Applicant



AMENDMENT TO THE ZONE MAP (REZONING) APPLICATION

CASE# _____

Legal Owner / Agent: Southwest Bend Solar, LLC
Address: 125 High Street, 17th Floor High Street Tower, Suite 1705
City: Boston State: MA Zip: 02110
Phone: 303-263-7253 Fax:
Email: alyssa.menzel@longroadenergy.com
Contact Person: Courtney Van Winkle
Address: 280 Melba Road
City: Encinitas State: CA Zip: 92024
Phone: 760-685-0269 Fax:
Email: cvanwinkle@kpenvironmental.com
Signature of Owner/Owner's Representative:  Date: 11/26/2025

ALL SUBMITTALS MUST INCLUDE THE FOLLOWING:

- Narrative
- Legal Description of Property and current Assessor's Parcel Number(s)
- Owner Authorization Letter (if applicable)
- Vicinity Map
- 5 Copies of the Conceptual Property Development Plan (24"X 36", folded) showing (*note if submitted in conjunction with a Site Plan application the Site Plan may be submitted in lieu of the Conceptual Property Development Plan*):
 - Boundary line of Real Property with dimensions
 - Location, identification and dimension of existing and proposed:
 - Adjacent streets, driveways, sidewalks & bikeways
 - On-site streets, driveways, sidewalks, loading areas, bikeways, fences, refuse collection, utilities, utility easements, setbacks and parking facilities
 - Conceptual buildings and structures
- Title Report (no older than 60 days) verifying the applicant is the owner
- ALTA Survey (no older than 90 days)
- A Map showing; a list of Names and Addresses, and mailing labels; for all property owners within 200 ft of the exterior boundaries of the property in accordance with Section 16-3-02 D.
- Citizen Review Meeting Notification Requirements per section 16-3-02 C.

Project Title: Southwest Bend Solar Project
General Location: West of SR 85 and on both sides of Old Highway 80.
Existing General Plan Land Use Designation: RR, Master Planned Community, Public/Semi Public, Parks & OS
Existing Zoning: PC/AG/SFOZ Proposed Zoning SFOZ
Gross Acreage: 1,381 project acres
Existing Use: Vacant
Proposed Use: Solar Energy Production

Staff Comments will be returned to the applicant (Contact Person) at the time of the review meeting setup by staff and/or by E-mail.

Date of Pre-Application Meeting: Initial Pre-App: 3/21/25
Name of Planner: Sandra Hoffman
Fees: \$900.00 + \$30.00 per acre
Total: \$43,230 (\$900 + \$900 + \$30 x 1,381 acres)
 Fee Paid 564 acres paid for in February 2025: \$17,820.
Check for \$8,820 for the added 264 acres was issued in July 2025.
\$16,590 for additional 553 acres was issued November 2025.
Check Number: _____
Received By: _____

SOUTHWEST BEND SOLAR PROJECT RESPONSE TO DOCUMENT REVIEW COMMENT & RESOLUTION				
Development:	Southwest Bend Solar Project		Codes:	Response Code Definition
Owner/Agent:	Southwest Bend Solar, LLC		C	Will Comply
Submittal Date:	10/08/2025		E	Evaluation Needed
Response to Comments on Document Review for the Southwest Bend Solar Project		F	Final - No Further Action	
Town Engineer Comments				
No.	Page or Sheet	Review Comments - Town Engineer	Response Code	Response & Comments - Developer
Document:		1 - Rezoning Application Form		
1	1	No comments	n/a	n/a
Document:		2 - Project Area Update Map		
1	1	No comments	n/a	n/a
Document:		3 - Table 1: Southwest Bend Solar Project Parcels		
1	1	The proposed lot split also impacts APN 402-03-22; adjust acreages as needed	C	The acreages have been adjusted based on the ongoing lot split. Approximately 2 acres will be split from APN 402-03-022 and 8 acres will be split from APN 402-03-021. Therefore, approximately 24 acres of APN 402-03-022 and 38 acres of APN 402-03-021 will be included in the Project and SFOZ application.
Document:		4 - Figure 1: Overview of Project Parcels		
1	1	Acreage of APN 402-03-021 does not match Table 1 Parcel Table	C	The acreages have been adjusted based on the lot split. Approximately 2 acres will be split from APN 402-03-022 and 8 acres will be split from APN 402-03-021. Therefore, approximately 24 acres of APN 402-03-022 and 38 acres of APN 402-03-021 will be included in the Project and SFOZ application.
2	1	Access Point 1 - It appears Maricopa County owns the Od Hwy 80 ROW for access approval	C	Applicant will coordinate with Maricopa County for driveway permission at Access Point 1.
3	1	Access Point 2 -It appears Maricopa County owns the ROW for access permission - provide access easement to cross non-project land to access Old Hwy 80	C	Applicant will coordinate with Maricopa County for driveway permission at Access Point 2.
4	1	Access Point 3 - Connection to ADOT SR 85 is across State Land - access approval is needed from ASLD	C	Applicant will coordinate with ASLD for access approval and appropriate right-of-way documentation for Access Point 3.

Document:		5 - Project Narrative		
1	4	The proposed lot split also impacts APN 402-03-22; adjust acreages as needed	C	The acreages have been adjusted based on the lot split. Approximately 2 acres will be split from APN 402-03-022 and 8 acres will be split from APN 402-03-021. Therefore, approximately 24 acres of APN 402-03-022 and 38 acres of APN 402-03-021 will be included in the Project and SFOZ application.
2	5	Existing Site Conditions - there are areas of FEMA Flood Zone AO on the east side of the canal that will need to be avoided or permitted by the Maricopa County Flood Control District	C	The Site Plan will show the flood zone area on all maps. Should any project components be proposed in a floodplain, the Applicant will submit for a floodplain use permit for the proposed Project. Detailed project design will be submitted with the Site Plan submittal.
3	FIG 2a	There is a fenced area N of access point 3 and east of the canal not designated to have modules - please confirm as correct	C	This fenced area has been removed from the Conceptual Site Plan based on updated design plans.
4	FIG 2b	There is a fenced area N of access point 3 and east of the canal not designated to have modules - please confirm as correct	C	This fenced area has been removed from the Conceptual Site Plan based on updated design plans.
5	FIG 3	There is a erroneous Access Point #1 label between the red dot location and the Gila River Power Station remove from map	C	This label has been removed from Figure 3, Land Ownership and Jurisdiction.
6	7 & 8	Water Use - describe the potable water supply during operations for up to five maintenance personnel consumption and restroom facilities. The water system and septic tank with leach field system will need to be approved by the Maricopa County Environmental Services Department	C	The potable water needs for operation will be provided via bottled water or from ADWR-exempt wells. If a new well is needed, the Project will seek required permits for wells and/or septic systems to satisfy Maricopa County and Arizona Department of Water Resources requirements.
7	9 & 10	Maricopa County is part of a nonattainment area for PM10, meaning it does not meet the National Ambient Air Quality Standards. Compliance with Maricopa County Air Pollution Control Regulations Rule 310.01 Fugitive Dust is required. Address how the onsite access road, circulation roads, and parking areas will be treated to mitigate fugitive dust during construction and during business operations & maintenance.	C	The Applicant will comply with Maricopa County Air Pollution Control Regulations Rule 310.01 Fugitive Dust. During construction, non-potable water will be used to facilitate soil compaction and as needed to control fugitive dust on exposed soils. Non-potable water would be obtained from on-site well(s) or hauled to the site during construction and operation. During operations, the Project roads will be maintained to reduce fugitive dust.
8	10	During construction, at a minimum, water trucks are to be employed that will frequently spray water on the nonpaved haul and circulation roads to minimize fugitive dust.	C	The Applicant will comply with Maricopa County Air Pollution Control Regulations Rule 310.01 Fugitive Dust and will employ water trucks to frequently spray water on the nonpaved haul and circulation roads to minimize fugitive dust.

9	10	With potentially five FT employees, there likely would be a minimum of 10 trips/day, correct traffic projection in the narrative	C	The Project Narrative has been updated to reflect an estimate of 10 trips to and from the Project site per day.
10	11	Old Hwy 80 - Maps of Dedication to the Town for the additional 5 ft of public road right of way are required with the Site Plan submittal for all tracts abutting Old Hwy 80 to provide a total half street ROW of 55 ft	C	This will be reflected on the Site Plan.
Document:		6 - Figure 2a, Conceptual Site Plan		
1	FIG 2a	There is a fenced area N of access point 3 and east of the canal not designated to have modules - please confirm as correct	C	This fenced area has been removed from the Conceptual Site Plan based on updated design plans.
Document:		7 - Figure 2b, Project Components		
2	FIG 2b	There is a fenced area N of access point 3 and east of the canal not designated to have modules - please confirm as correct	C	This fenced area has been removed from the Conceptual Site Plan based on updated design plans.
Document:		8 - Figure 3, Land Ownership & Jurisdiction		
1	FIG 3	No comments	n/a	n/a
Document:		9 - Title Insurance Commitment - ATT		
1	21 - 24	All easements & ROWs called out in the Exceptions section are to be shown on the site plan	C	The Site Plan will show and callout all easements & ROWs.
Document:		10 - Title Insurance Commitment - ATT		
1	14 - 17	All easements & ROWs called out in the Exceptions section are to be shown on the site plan	C	The Site Plan will show and callout all easements & ROWs.
Document:		11 - Option to Lease or Purchase		
1	1	No comments	n/a	n/a
Document:		12 - Letter of Authorization for Solar Field Overlay Zone Application - ATT		
1	1	No comments	n/a	n/a
Document:		13 - Memorandum of Option Contract for Sale & Purchase of Real Property		
1	1	No comments	n/a	n/a
Document:		14 - Response to Review Comments		
1	3	Site grading and drainage report & plans are to be submitted with the Site Plan for approval	C	The Project will submit grading and drainage plans, as required, alongside Site Plan submittal. The Project will submit for all grading and drainage permits prior to construction.

2	4	Owner/Developer to provide a before and after construction pavement condition assessment for Old Highway 80 surfacing at all locations of construction ingress and egress to the site, and repair the pavements to pre-existing condition to the satisfaction of the Town if damage was caused by delivery trucks and/or construction vehicles	C	The Applicant will provide a before and after construction pavement condition assessment, in coordination with the Town Engineer, for the ingress and egress points along Old Highway 80. If damage is caused by delivery trucks and/or construction vehicles, the Applicant will repair the pavement to pre-existing condition to the satisfaction of the Town.
3	5	Provide a copy of the access easement document across APN 401-74-006H	C	The easement agreements will be provided to the County with the response to comments.
Document:		15 - Sonoran ALTA #2 - New Addition Parcels		
1	8 & 9	100 year floodplain needs to be shown and identified on Parcels 15 & 16	C	Figure 4 has been updated to more clearly show the FEMA 100-year Floodplain layer. An additional figure, Figure 4a, is provided with this response to comment submittal. Figure 4a is in map book format to allow for a more zoomed in view of the Project Area providing a more detailed view of the floodplain layer.
Document:		16 - Sonoran Trails ALTA		
1	1	No comments	n/a	n/a
Document:		17 - Hydrology		
1	FIG 4	Call out or show in some manner the small areas of 100 year floodplain on the east side of the canal (or refer to the ALTA survey drawing)	C	Figure 4 has been updated to more clearly show the FEMA 100-year Floodplain layer. An additional figure, Figure 4a, is included with this response to comment submittal. Figure 4a is in map book format, providing a more detailed, zoomed-in view of the floodplain layer on the Project site.
Document:		18 - Recreational Land		
1	FIG 5	No comments	n/a	n/a
Document:		19 - Land Slopes		
1	FIG 6	No comments	n/a	n/a
Document:		20 - 200' Buffer Parcels		
1	1	No comments	n/a	n/a
Document:		21 - 1,000' Buffer Parcels		
1	1	No comments	n/a	n/a

Sandra Hoffman Comments				
No.	Page or Sheet	Review Comments - Town Planner	Response Code	Response & Comments - Developer
Document:		16-4-18.C Solar Field Overlay Zone (SFOZ) Schedule of Construction		
1	1	1. Applicant must submit a schedule of construction. The development of the SFOZ must begin within one (1) year of the approval by Council in accordance with Section 6-3-12. COMMENT: Narrative Phasing & Project Schedule states the construction is expected to occur in one phase of construction starting in 2026 or later.	C	The Applicant has provided a detailed estimated schedule of construction within the narrative that details commencement milestones, including start of development that will meet the requirements of TZC Section 16-4-18(C).
2	1	2. Applicant may propose to develop the Solar Field in phases. Such phasing schedule will be submitted with the application. COMMENT: Only one phase per Narrative starting in 2026 or later. The applicant must submit a schedule of construction.	C	The project will be developed based on one site plan that encompasses the entire project and will follow the schedule of construction that has been updated and detailed within the narrative.
Document:		1 - Rezoning Application Form		
1	1	No comments	n/a	n/a
Document:		2 - Project Area Update Map		
1	1	The 500kv Gen-Tie power line located outside of the SFOZ rezoning application is not included in the SFOZ approval.	C	Confirming the 500 kV Gen-Tie line shown on the Project figures is not included in the SFOZ application. The Applicant will apply for a Certificate of Environmental Compatibility with the Arizona Corporation Commission for the associated Gen-Tie line. The narrative has been updated to reflect this.
Document:		3 - Project Narrative		
1	9	The applicant must submit a schedule of construction that meets the requirement to start construction within one year of SFOZ approval.	C	The Applicant has provided a detailed estimated schedule of construction within the narrative that details commencement milestones, including start of development that will meet the requirements of TZC Section 16-4-18(C).
Document:		4 - Figure 2a, Conceptual Site Plan		

1	1	The Butterfield Overland National Historic Trail must have no obstructions through the property and a buffer should be provided from solar panels, BESS and Substations.	E	<p>Qualified archaeologists have surveyed the property. There are no physical traces of the Butterfield Overland National Historic Trail on the project site. The professional archaeologist also determined that there are No Adverse Effects to an Eligible or Listed National Register of Historic Property on site and avoidance and/or mitigation of the trail are not required. The archaeological survey determination of the Butterfield Overland National Historic Trail will be provided to the Town. Longroad and the qualified archaeologist will also conduct voluntary consultation with SHPO.</p> <p>Additionally, although not required by federal, state or local regulations, the Applicant understands the significance of the Butterfield Overland National Historic Trail to the Town of Gila Bend and its roots. The Applicant will work with the Town and Historic commission to find ways to support off-site recognition of the Trail within the town.</p>
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Document: 5 - Figure 2b, Project Components				
1	1	The 500kv Gen-Tie power line located outside of the SFOZ rezoning application is not included in the SFOZ approval.	C	Confirming the 500 kV Gen-Tie line shown on the Project figures is not included in the SFOZ application. The Applicant will apply for a Certificate of Environmental Compatibility with the Arizona Corporation Commission for the associated Gen-Tie line. The narrative has been updated to reflect this.

Document: 6 - Figure 3, Land Ownership & Jurisdiction				
		No comments.	n/a	n/a

Document: 7 - Option to Lease or Purchase				
1	1	Applicant agreed to provide all statutorily required documents a minimum of two (2) weeks prior to the Town Council hearing for the SFOZ rezoning.	C	The Applicant will provide the required documents per SFOZ 16-4-18(B)(2). Staff has agreed to accept letters of authorizations in the interim, on the condition that the Applicant will provide all statutorily required documents a minimum of two weeks prior to the Town Council meeting for the rezoning.

Document: 8 - Southwest Bend ALTA #2 - New Addition Parcels				
1	1	No comments.	n/a	n/a

Document: 9 - Southwest Bend Title (and Legal Descriptions)				
1	1	No comments.	n/a	n/a

Document: 10 - Hydrology				

1	1	Permit from Maricopa County Flood Control must be obtained for all portions within a floodplain or floodway.	C	Should any project components be proposed in a floodplain, the Applicant will submit for a floodplain use permit for the proposed Project. Detailed project design will be submitted with the Site Plan submittal.
Document:		11 - Recreational Land		
1	1	The Historic Butterfield Overland Trail must not be impeded by the SFOZ Project and a buffer should be provided between the trail and the solar panels/BESS/substations.	E	<p>Qualified archaeologists have surveyed the property. There are no physical traces of the Butterfield Overland National Historic Trail on the project site. The professional archaeologist also determined that there are No Adverse Effects to an Eligible or Listed National Register of Historic Property on site and avoidance and/or mitigation of the trail are not required. The archaeological survey determination of the Butterfield Overland National Historic Trail will be provided to the Town. Longroad and the qualified archaeologist will also conduct voluntary consultation with SHPO.</p> <p>Additionally, although not required by federal, state or local regulations, the Applicant understands the significance of the Butterfield Overland National Historic Trail to the Town of Gila Bend and its roots. The Applicant will work with the Town and Historic commission to find ways to support off-site recognition of the Trail within the town.</p>
Document:		12 - Land Slopes		
1	1	No comments.	n/a	n/a
Tom Hanson, Maricopa County Flood Control District, Comments				
No.	Page or Sheet	Review Comments - MCFCC	Response Code	Response & Comments - Developer
1	n/a	The expanded area changes nothing from Flood Control District's perspective. The expanded area has or is near floodplains and those regulatory requirements that come with it.	C	Should any project components be proposed in a floodplain, the Applicant will submit for a floodplain use permit for the proposed Project. Detailed project design will be submitted with the Site Plan submittal.

Mark James, Luke Air Force Base, Comments

No.	Page or Sheet	Review Comments - LAFB	Response Code	Response & Comments - Developer
1	n/a	Subject to the results of an FAA Obstruction Evaluation/Airport Airspace Analysis and Spectrum Analysis (OE/AAA), this request will not negatively impact the flying and base operations at Luke AFB. However, we reserve the right to comment as the development matures and amended plans become available.	C	The Applicant notes comments from Luke AFB and will continue to provide updates on the Project.
2	n/a	The exact locations of tall equipment such as the geospatial coordinates of a gen-tie, and the construction of additional transmission lines would be the prominent areas for in-depth review. Please ensure the Project is submitted for an informal review through the DoD Siting Clearinghouse for Energy, Installations, and Environment. The project narrative may be sent to: osd.dod-siting-clearinghouse@mail.mil. This response is also conditional upon their approval/input.	C	The Applicant will submit the Project for informal review through the DoD Siting Clearinghouse.
3	n/a	Additionally, it should be noted that certain investments and real estate transactions within the military installation footprint of Luke AFB may be subject to review by the Committee on Foreign Investment in the United States (CFIUS) to determine the effect of such transactions on the national security of the United States. The CFIUS regulations, Foreign Investment Risk Review Modernization Act of 2018 (FIRRMA) provisions, and related resources can be found on the Department of the Treasury's website: http://www.treasury.gov/cfuis .	C	The Project is not within the military installation footprint of Luke AFB.
4	n/a	Since the development will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. We recommend you review the sound attenuation requirements found in A.R.S. S 28-8482. A strong notification program on the part of the applicant is essential to inform potential occupant(s) about Luke AFB operations.	C	The Project does not include any buildings that would house occupants. Due to the industrial nature of the site, there are no potential occupants to inform.

Rachel Applegate, Maricopa County, Comments				
No.	Page or Sheet	Review Comments - Maricopa County Planner	Response Code	Response & Comments - Developer
1	n/a	Please note the County recommends the two parcels in County jurisdiction be annexed into Gila Bend since both parcel are immediately adjacent to municipal boundaries. The narrative report indicates these parcels would obtain permits in the County. It's not clear in the report why these parcels are being excluded for development in the County.	C	Following the County recommendation, these parcels were considered for annexation in coordination with the Town. After review, annexation of these parcels would create county islands contrary to state law, annexation will not be pursued. The Applicant will proceed with a Comprehensive Plan Amendment and Zone Change for these parcels through Maricopa County.
2	n/a	Please note both parcels are within the State Route 85 Area Plan with a designation of Rural densities (0-1 du.ac). If these parcels are to remain and develop within the County a comprehensive plan amendment to change the land use designations to 'Utilities' and a zone change with overlay with a precise plan of development would be required. A pre-application meeting would be required to discuss the processes, please note the County during this meeting would be recommending annexation.	C	The Applicant will proceed with a Comprehensive Plan Amendment and Zone Change for these parcels through Maricopa County. Following the County recommendation to annex, these parcels were considered for annexation with the Town. After review, annexation would create county islands contrary to state law, annexation will not be pursued.
3	n/a	Could you please provide some insight on why these parcels are excluded and planned for development in the County.	C	These parcels are outside of the jurisdiction of the Town of Gila Bend. In coordination with the Town, these properties were reviewed and it was determined annexation would create county islands contrary to state law, as such annexation will not be pursued.

Gila Bend Building Official Comments

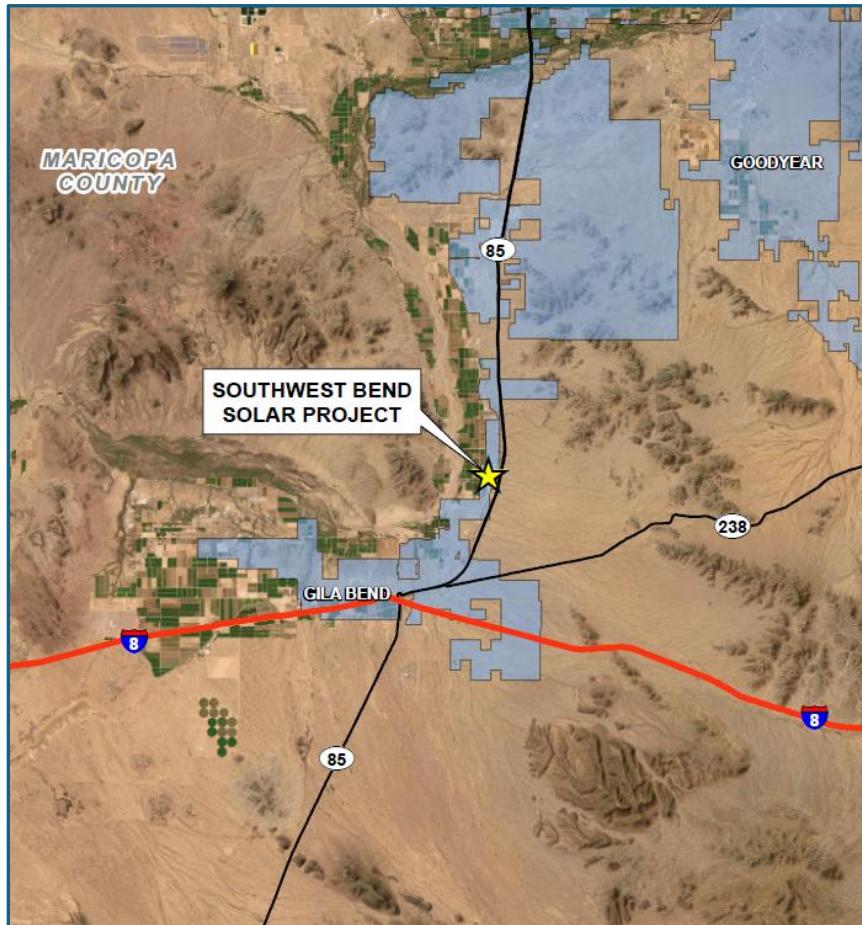
No.	Page or Sheet	Review Comments - Town	Response Code	Response & Comments - Developer
1	n/a	State on cover sheet the City of Gila Bend design building codes.	C	The design building codes will be included in the official Site Plan, which will be submitted subsequent to the SFOZ approval for the Project, to be approved administratively in accordance with section 16-03-04C of the Town's zoning ordinance.

2	n/a	Site Plan w/ following information: a. North Arrow b. Dimensiones Lot Lines c. Setback lines w/ dimension to property lines d. Locations and dimensions of all existing and proposed structures e. Locations and dimensions of all existing and proposed structures f. All easements g. Locations and dimension lines of all existing and proposed utilities	C	All these components will be included in the official Site Plan, which is anticipated to be submitted following the SFOZ approval for the Project.
3	n/a	Provide cut sheets on PV and ESS equipment used.	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
4	n/a	Electrical One-line and Three-Line diagrams	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
5	n/a	Provide connection specifications and details.	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
6	n/a	Provide DC string drawings	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
7	n/a	Grounding Plan w/ details	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
8	n/a	Electrical details	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
9	n/a	Structural requirements and submittals.	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
10	n/a	All work must state the governing design codes used and their edition including the Building code used by Gila Bend.	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
11	n/a	Submit a soils report sealed by an Engineer licensed in AZ.	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
12	n/a	Submit structural drawings, calculations and details sealed by an Engineer licensed in AZ.	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
13	n/a	All information provided needs to address the minimum requirements of the adopted building code of Gila Bend.	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
14	n/a	List all items requiring special inspection on the plans and note if the inspections are periodic or continuous.	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.
15	n/a	Submit completed special inspection forms for the project.	C	Will be included in the official Site Plan, which is anticipated to be submitted following the approval of SFOZ for the Project.

AZGFD Comments				
No.	Page or Sheet	Review Comments - AZGFD	Response Code	Response & Comments - Developer
1	n/a	The AZGFD provided a letter to the Project with guidance and recommendations on avoidance and minimization of potential impacts on biological resources.	C	The Applicant will continue to coordinate with the Arizona Department of Game and Fish Department (AZGFD) throughout the development process to mitigate and reduce potential impacts to biological resources.

Southwest Bend Solar Project

Project Narrative



Prepared for
Town of Gila Bend
Planning & Zoning

October 2025

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Appendix A: Public Notice Materials

Introduction

This narrative report is intended to provide the Town of Gila Bend in Maricopa County Arizona with information on the proposed Southwest Bend Solar Project. The Southwest Bend Solar Project is located in Sections 2, 3, 10, 11, 14, 15, 22, 23, 27, and 34 of Township 4 South, Range 4 West, and also extends into Sections 3, 4, 8, 9, and 10 of Township 5 South, Range 4 West. The proposed Southwest Bend Solar Project area is comprised of 1,721 acres of private land located primarily within the incorporated limits of the Town of Gila Bend, as well as unincorporated Maricopa County, Arizona (**Figure 1**).

The proposed use is the development of a photovoltaic (PV) solar energy facility with battery energy storage. The Southwest Bend Solar Project is proposed to include up to 350 megawatts (MW) of solar generation capacity and would interconnect into the local electrical grid via a 500 kilovolt (kV) generation interconnection transmission (gen-tie) line that would be primarily on Arizona State Trust Land managed by the Arizona State Land Department (ASLD). Because of its voltage and length, this line would require a Certificate of Environmental Compatibility (CEC) from the Arizona Corporation Commission (ACC) and therefore will not be discussed in detail in this narrative report. Furthermore, the associated gen-tie line is not included in this Solar Field Overlay Zone (SFOZ) application.

Southwest Bend Solar, LLC (Applicant) plans to submit applications to the Town of Gila Bend for the addition of the SFOZ. The overall Southwest Bend Solar Project is approximately 1,721 acres, however the subject 1,381 acres (Project) are within the incorporated limits of the Town of Gila Bend. The remaining 340 acres of the overall Southwest Bend Solar Project are contiguous to the Town of Gila Bend, in unincorporated Maricopa County. As such, these 340 acres are not included in this SFOZ application. The Applicant will coordinate all required permits for these 340 acres with Maricopa County, including a Comprehensive Plan Amendment and Rezone. For the purpose of this application to the Town of Gila Bend, this narrative will only address the 1,381 acres located within the Town of Gila Bend (Project). The Applicant has coordinated with the Town of Gila Bend Planning and Zoning department to discuss the existing zoning and SFOZs within the area. The existing SFOZ was approved via ordinance no. 11-12 on October 11, 2011. Currently, the parcels are zoned as Planned Community (PC) and Agriculture (Rural Zone). The parcels requiring the addition of the SFOZs will not require an underlying zone change. Project parcels within the Town of Gila Bend are listed in **Table 1** below and can also be seen on **Figure 1**.

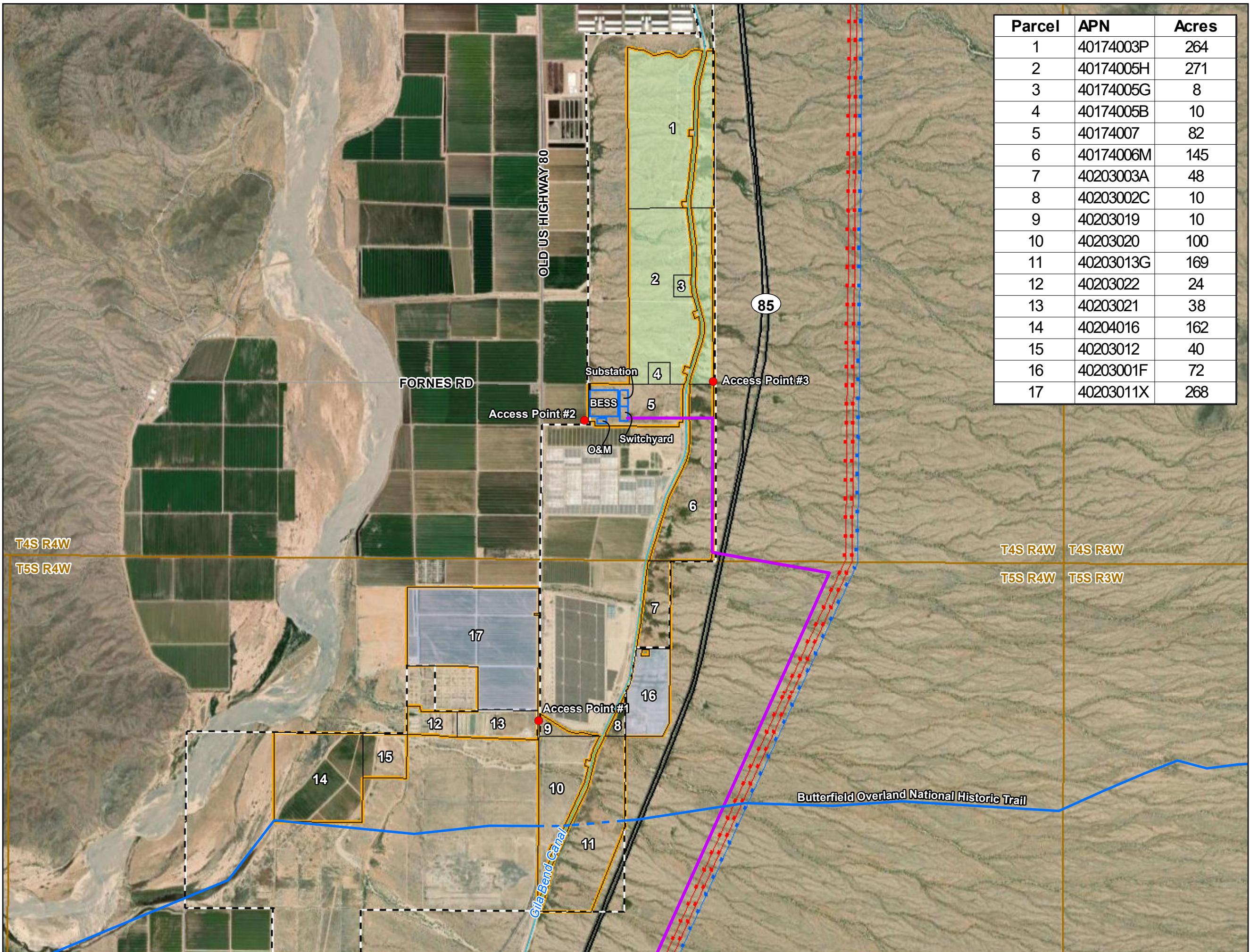
Table 1: Southwest Bend Solar Project Parcels

Project Parcel #	APN	Base Zoning	Acreage
<i>Parcels Covered by Existing SFOZ</i>			
1	401-74-003P	PC	264 acres
2	401-74-005H	PC	271 acres
3	401-74-005G	PC	8 acres
4	401-74-005B	PC	10 acres
<i>Parcels Requiring SFOZ</i>			
5	401-74-007	PC	82 acres
6	401-74-006M	PC	145 acres
7	402-03-003A	PC	48 acres
8	402-03-002C	PC	10 acres
9	402-03-019	PC	10 acres
10	402-03-020	AG	100 acres
11	402-03-013G	AG	169 acres
12	402-03-022*	AG	24 acres
13	402-03-021*	AG	38 acres
14	402-04-016	AG	162 acres
15	402-03-012	AG	40 acres
<i>Parcels under Maricopa County Jurisdiction</i>			
16	402-03-001F	RU-190	72 acres
17	402-03-011X	RU-190	268 acres
Total Acreage			1,721 acres
Total Acreage in Town of Gila Bend			1,381 acres
Total Acreage Requiring SFOZ:			828 acres
<p>* An 8-acre portion of APN 402-03-021 and 2-acre portion of APN 402-03-022 will not be included in the Project and SFOZ application due to an ongoing lot split. The acreage in the table reflects that.</p> <p>Zoning Designations:</p> <p>PC - Planned Community District</p> <p>AG - Agricultural</p> <p>RU-190 - Rural</p>			

Applicant Overview

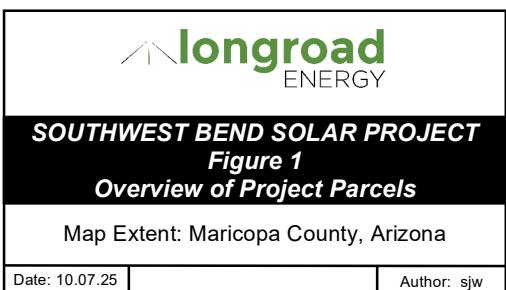
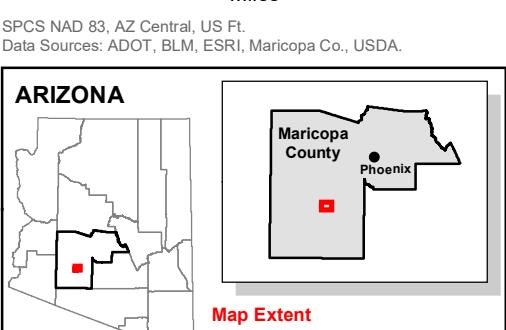
The Applicant is Southwest Bend Solar, LLC, an indirect, wholly owned subsidiary of Longroad Development Company, LLC (Longroad). Longroad is a Boston-based developer, owner and operator of renewable energy projects, and is led by a team of industry veterans with a demonstrated track record of success. The Longroad team has expertise in all aspects of renewable projects, including core development matters, equipment procurement, financing, construction, and operations. Longroad operates large renewable facilities across the United States including a number of projects in Arizona.

Longroad has developed over 20 renewable energy projects totaling 5,500 MW and, through a subsidiary, is contracted to operate and manage a wind and solar operating portfolio of over 6,100 MW. Longroad is principally funded by four groups that collectively manage over \$400 billion: New Zealand-based Infratil US Renewables, Inc., NZSF US Renewables, Inc., MEAG MUNICH ERGO Asset Management, and Longroad Energy Partners.



Project Components

- Proposed Access Point
- 500kV Gen-Tie Alternative
- Project Facilities
- Project Boundary - 1,721 Acres



Project Purpose and Need

The purpose of the Project is to generate renewable electric generation, create new energy storage capacity to support integration of intermittent renewable resources, and contribute beneficially to local job creation and economic benefits. The Project would add additional renewable energy to the transmission grid in southwestern Arizona. This need is established by growing demand for energy throughout the state and local utility interest in procuring new renewable energy projects to support their loads and increase grid reliability.

Existing Site Conditions

The Project is located in the northeastern portion of the Town of Gila Bend, west of State Route (SR) 85, and on both sides of the Gila Bend Canal and Old Highway 80. The site is largely flat, a key feature that supports the proposed use of solar development. There are no regulatory floodways on the Project site (**Figure 4, Figure 4a**) and the Project does not intend to construct Array Blocks within any major drainages, which will allow for wildlife movement through the Project area and help maintain natural drainage. There are Federal Emergency Management Agency (FEMA) designated 100-year floodplains within the Project site, shown on **Figure 4a**. The Project will submit for Floodplain Use Permits should any Project components be proposed within a FEMA designated floodplain.

The Applicant will coordinate with the Arizona Department of Game and Fish Department (AZGFD) throughout the development process to reduce potential impacts to wildlife. The Applicant will also coordinate with the U.S. Army Corps of Engineers (USACE) in the unlikely case that there is limited construction within any jurisdictional waterways determined to be located on-site. In addition, any portion of a fence to be constructed within drainage areas will be designed with adequate openings to maintain historic flow patterns and allow for small wildlife movement. The Project will submit a detailed Drainage Report and Grading and Drainage Design Plans alongside a Site Plan for approval prior to construction.

Existing conservation and recreational areas exist in the general region including the Sonoran Desert National Monument and North Maricopa Mountains Wilderness area to the east of SR 85. Additionally, there are off-highway vehicle (OHV) areas in proximity to the Project. The Butterfield National Historic Trail, as mapped by the National Park Service, crosses the southernmost portion of the Project, see **Figure 5**. The solar project has been surveyed by professional archaeologists. No physical traces of the trail or other manifestations such as historic artifacts or features were identified in the Project area. Adverse effects to the trail are not anticipated. The applicant will consult with the State Historic Preservation Office and other interested parties on the survey results.

Compatibility with Surrounding Land Use

The Project is compatible with the surrounding land use. The Project is bordered by Arizona State Trust land (unincorporated Maricopa County) and SR 85 to the east and south (**Figure 3**). Land to the west of the Project is within the jurisdiction of Gila Bend, with a development pattern of various agricultural uses and energy infrastructure. The Project is also adjacent to existing solar projects such as the Cotton Center Solar Station and Paloma Solar Hybrid. In addition, Yellow Bell, a solar and storage project currently under development, is located southeast of the Project and spans over 2,000 acres. The solar generating and energy storage uses proposed within the

Project are compatible with these surrounding developments, additionally supported by the nature of the SFOZ as a holding district, which does not remove the underlying zoning district of the parcels. No residential uses exist adjacent to the Project.

Project Description and Proposed Use

The proposed uses for the Project site include solar generation and battery energy storage. A Conceptual Property Development Plan for the Project is shown in **Figure 2a** and **Figure 2b**. The primary components of the Southwest Bend Solar Project are expected to include:

- Solar field of PV modules mounted on a single-axis tracking system
- Electrical collection systems, including switchgear, power conversion stations, inverters, transformers, and collection lines
- Project substation
- Battery energy storage system (BESS) components
- Operations and maintenance (O&M) building and associated equipment storage facilities
- 500 kV gen-tie transmission line
- Associated infrastructure including site perimeter fencing, internal access roads and access
- Driveways / gates
- Meteorological stations
- Possible water storage tanks

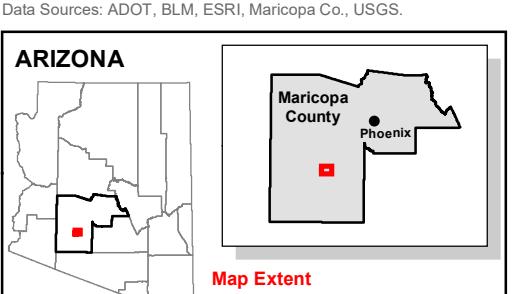
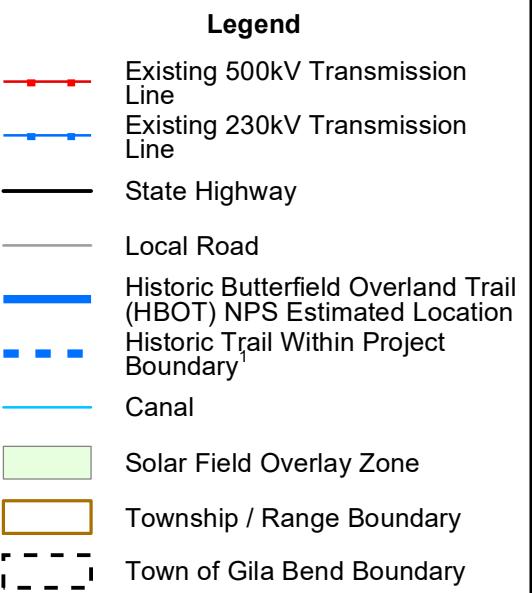
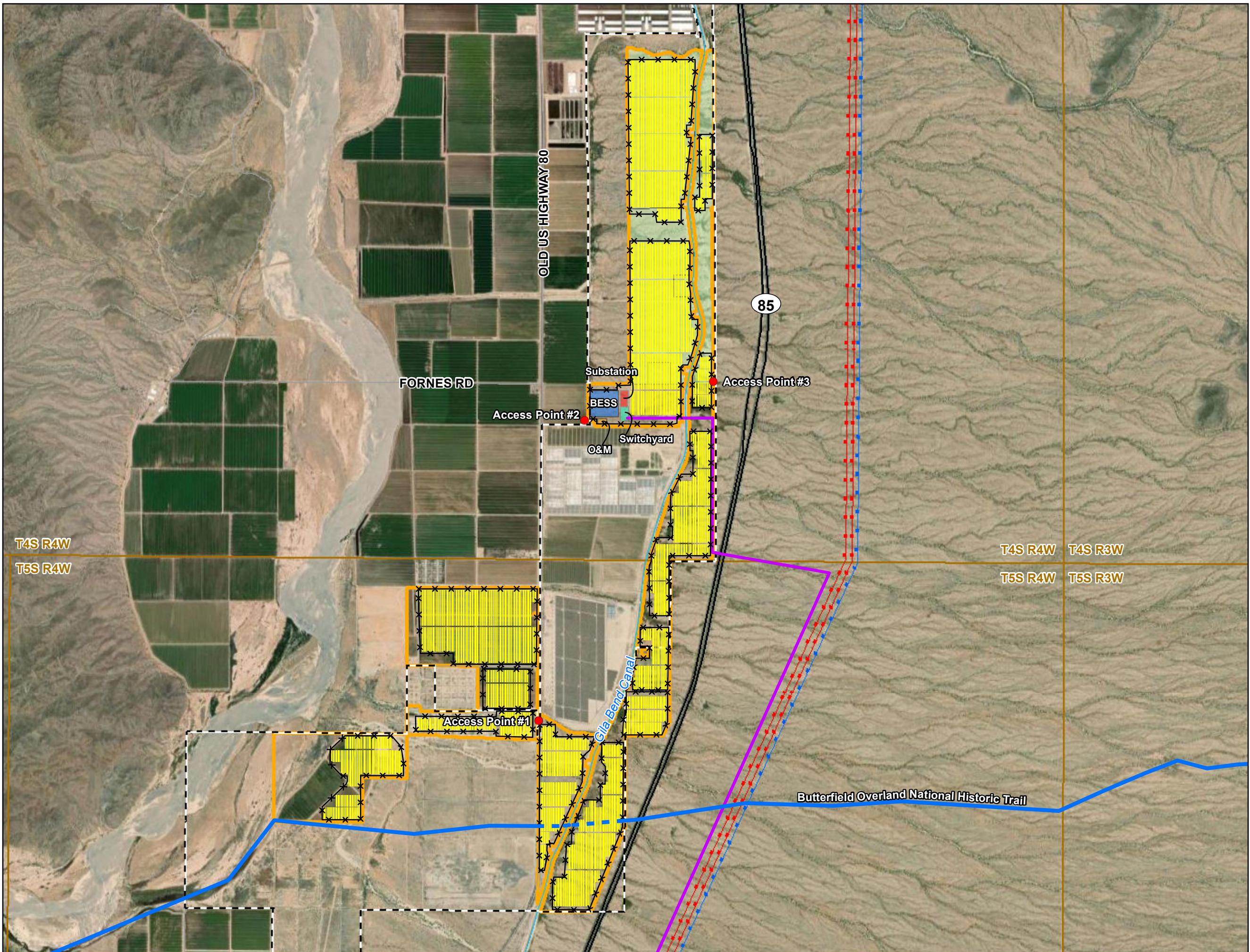
Each of the primary Project components are described throughout this narrative report.

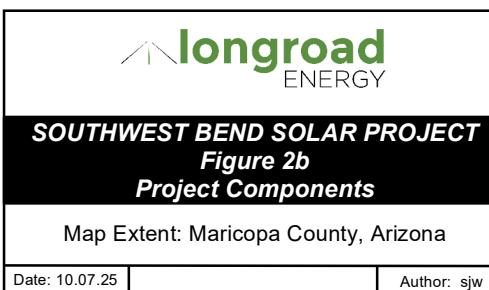
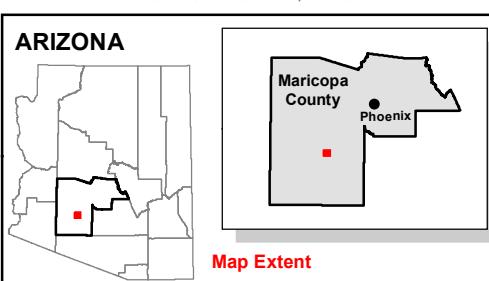
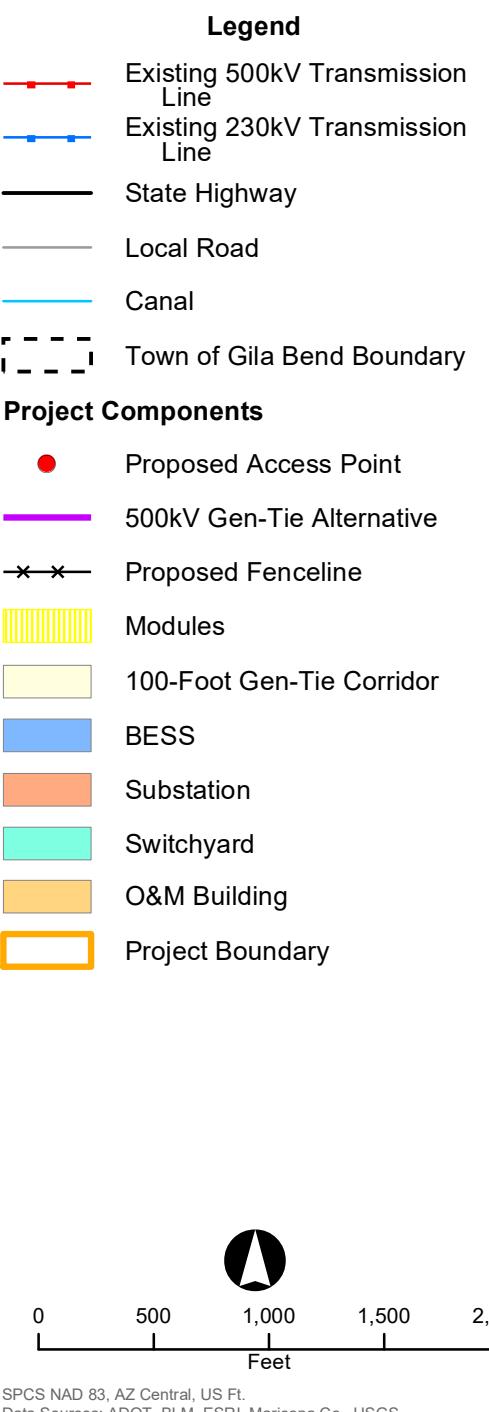
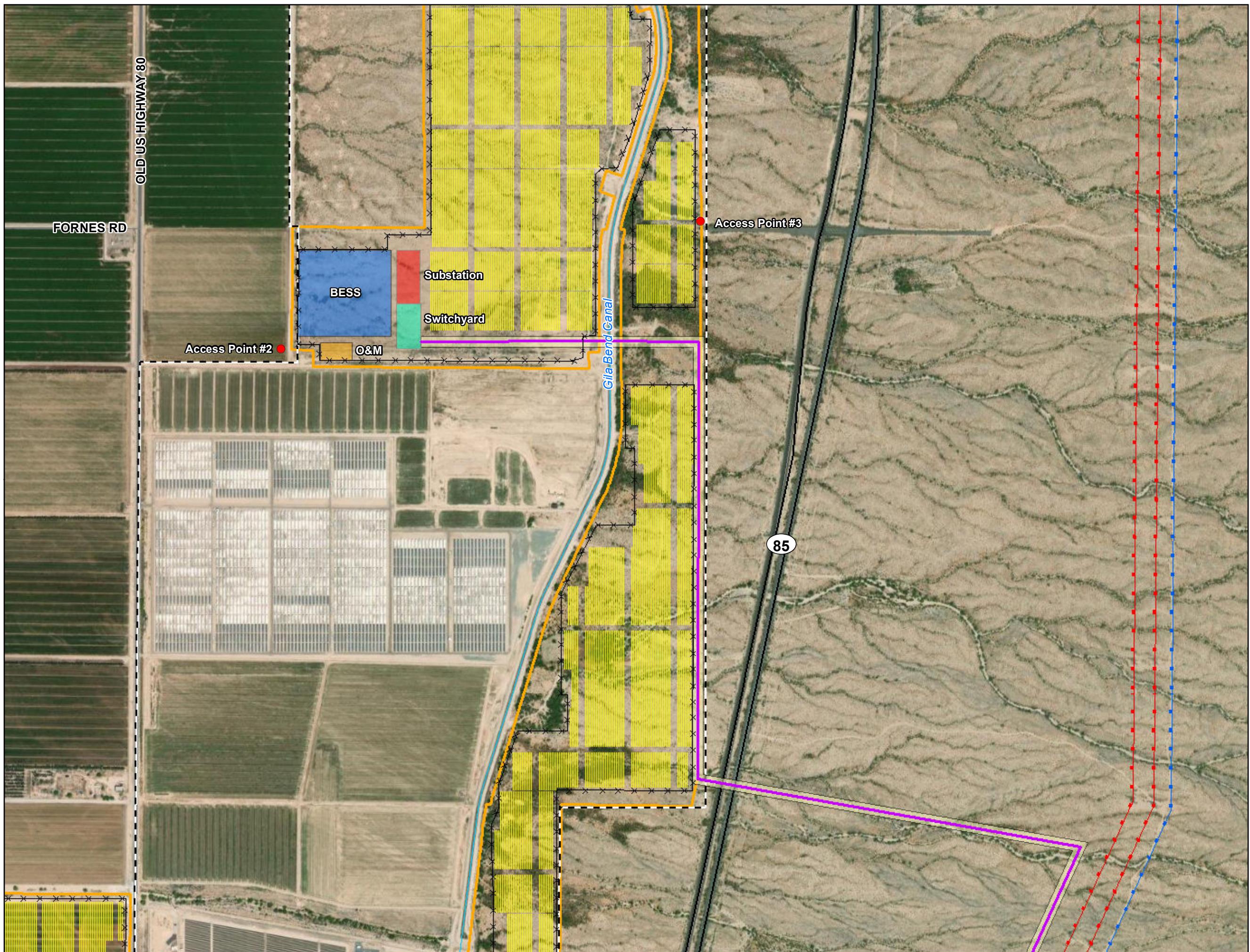
Project Site Description

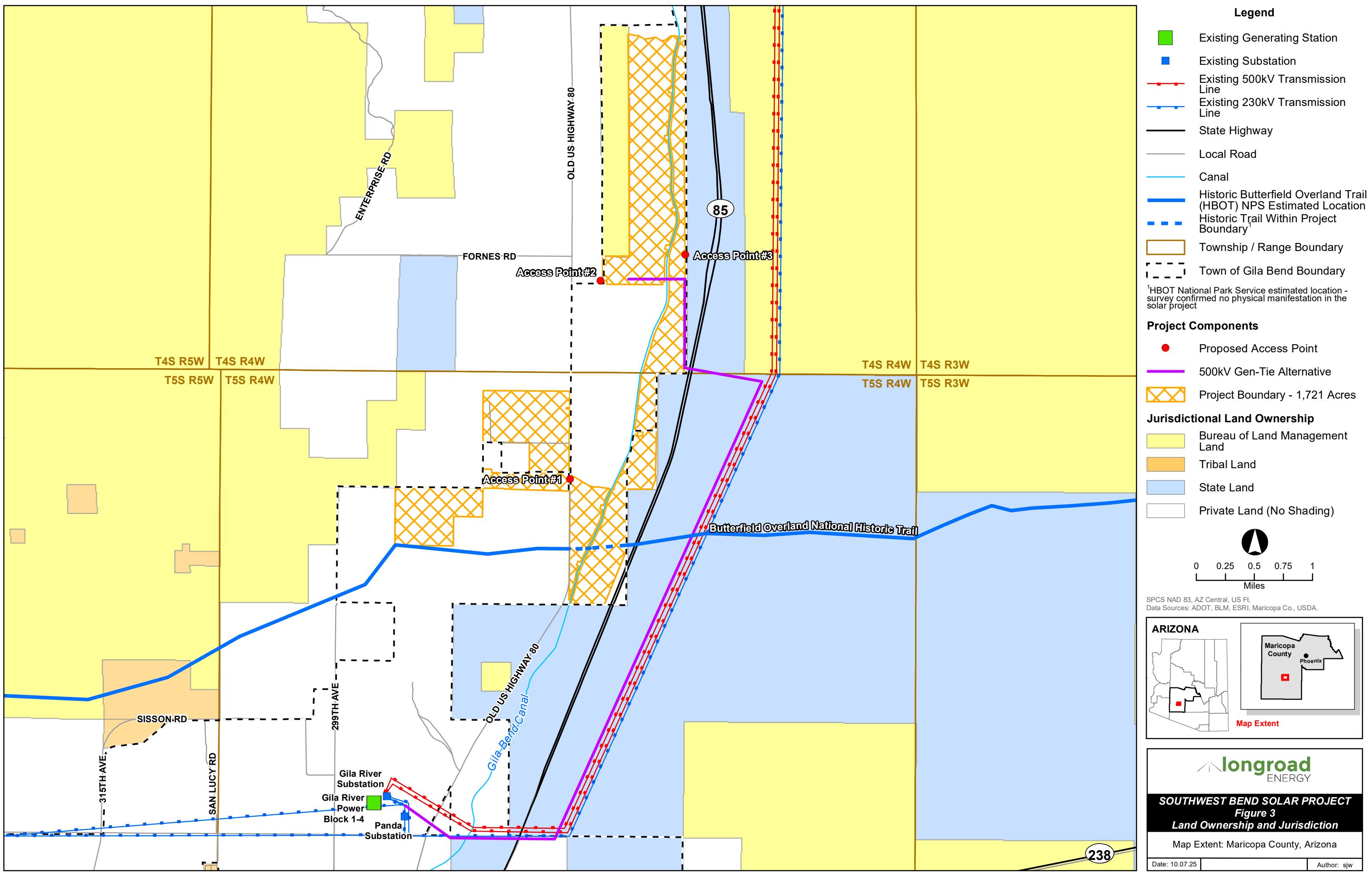
The Project is located on 1,381 acres of private land within the incorporated limits of the Town of Gila Bend, Arizona. Only 828 acres of the Project will require a change to the SFOZ designation, with the remainder of the Project parcels already covered under existing SFOZ. Portions of the Project site are adjacent to Arizona State Trust Land and Bureau of Land Management Land (**Figure 3**). The Project site is relatively flat and there are no slopes greater than a 5% grade located on-site (**Figure 6**).

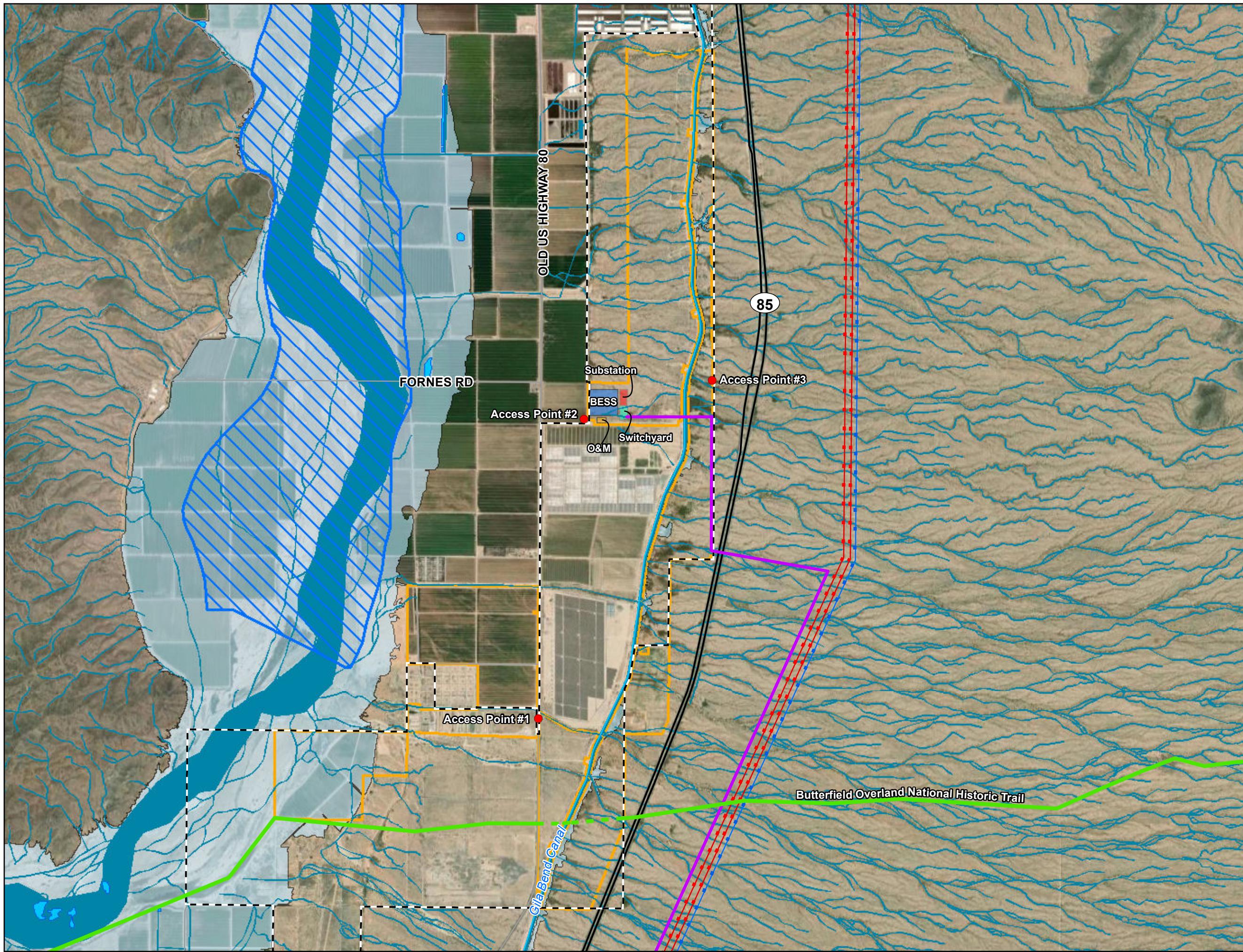
Solar Array Field

The solar field will consist of PV modules mounted on a single axis tracking rack system supported by driven posts, driven concrete piles, ground screws and/or concrete ballasts. The single-axis tracking system will rotate to follow the sun throughout the day and the panel rows will be oriented north – south and rotate east-to-west during the day. The rotation of the panels will be extremely slow, and essentially noiseless. The typical height of the PV modules, when mounted on the racks, will be approximately eight feet and the maximum height at full rotation will be approximately 12 feet. Because of the site topography, flood control features, such as channels and basins, will be included in the design. The solar arrays would be fenced for security and access to each part of the solar site would be provided via gates. Additional secondary gates may be included in the final design for emergency site access.









Legend

- Existing 500kV Transmission Line
- Existing 230kV Transmission Line
- State Highway
- Local Road
- Historic Butterfield Overland Trail (HBOT) NPS Estimated Location
- Historic Trail Within Project Boundary
- Town of Gila Bend Boundary

¹HBOT National Park Service estimated location - survey confirmed no physical manifestation in the solar project

Project Components

- Proposed Access Point
- 500kV Gen-Tie Alternative
- BESS
- Substation
- Switchyard
- O&M Building
- Project Boundary

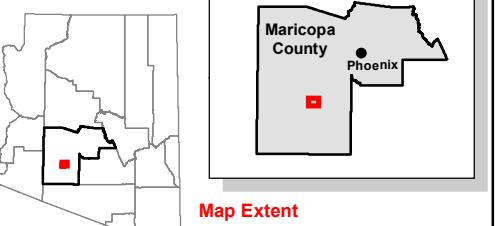
Hydrology

- USGS NHD Canal, Stream, and/or Wash
- USGS NHD Waterbody
- USFWS NWI Wetland
- FEMA Regulatory Floodway
- FEMA 100-Year Floodplain



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Miles

ARIZONA



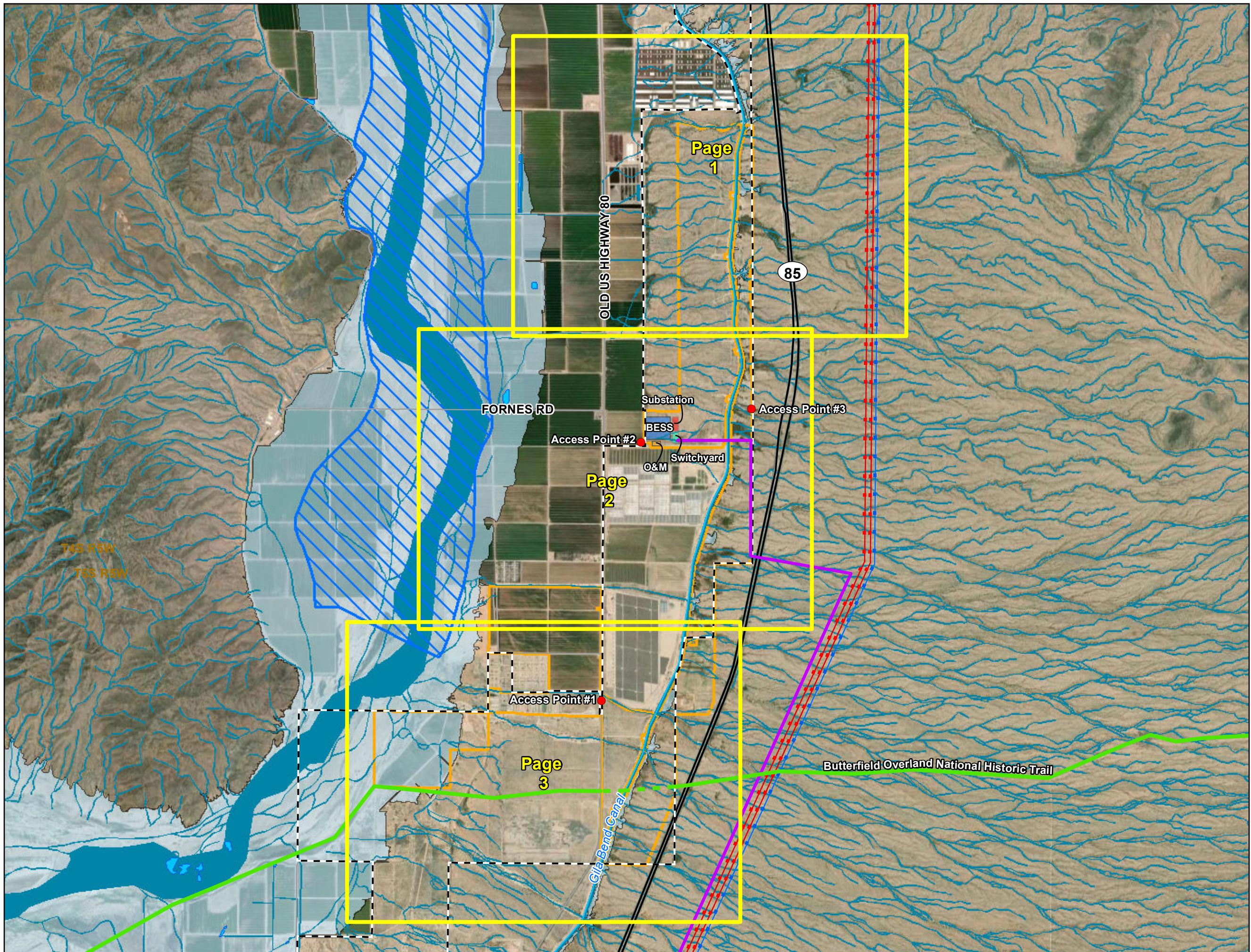
longroad
ENERGY

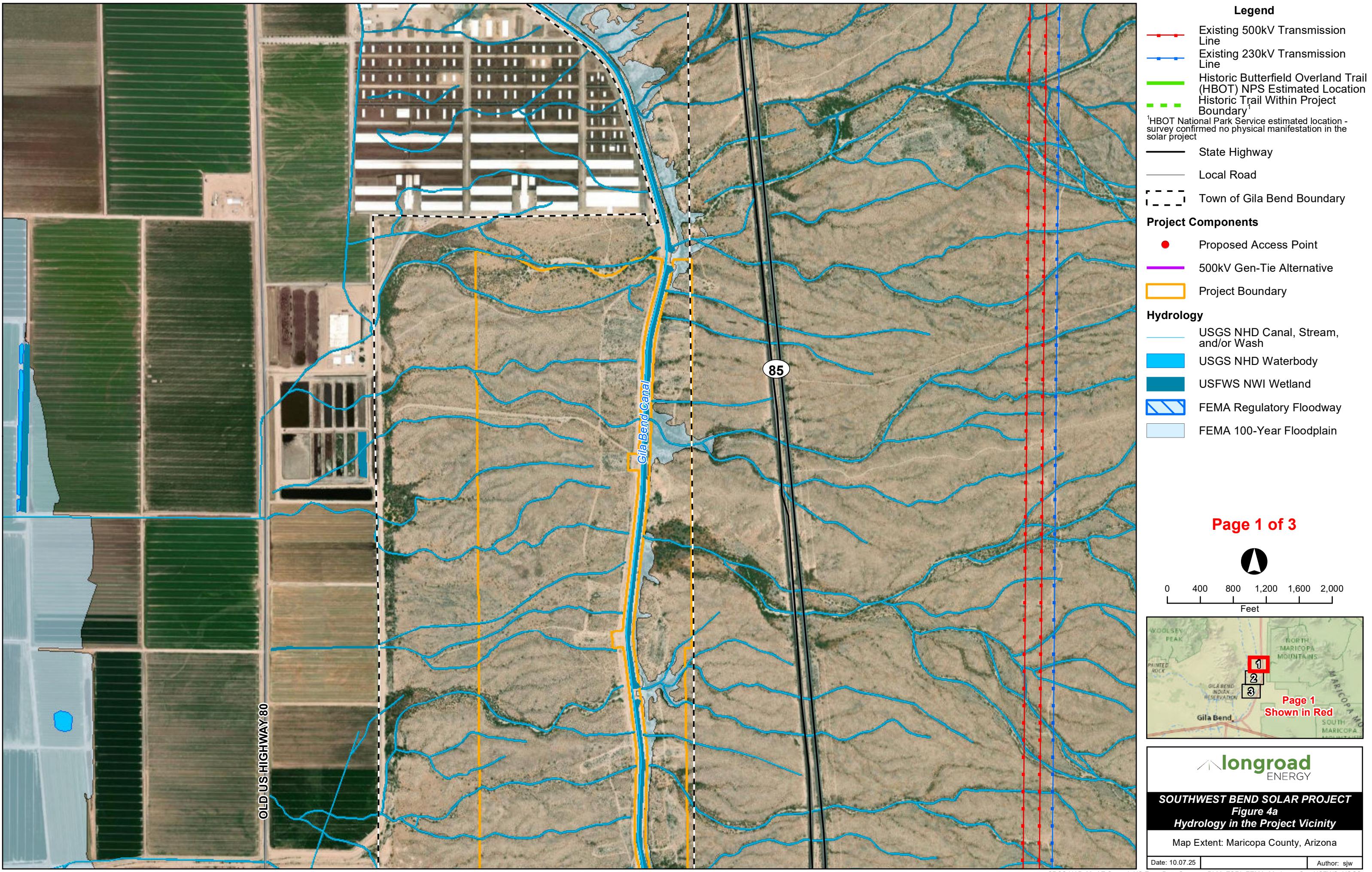
SOUTHWEST BEND SOLAR PROJECT
Figure 4
Hydrology in the Project Vicinity

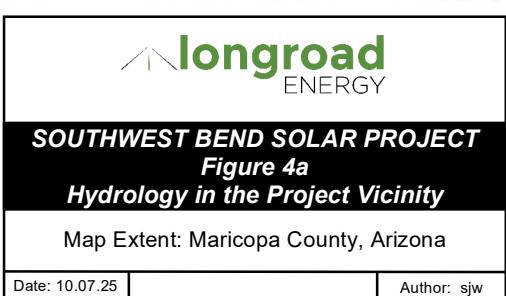
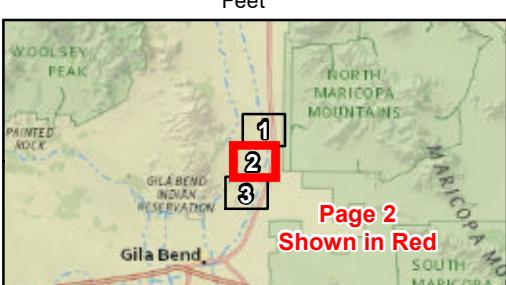
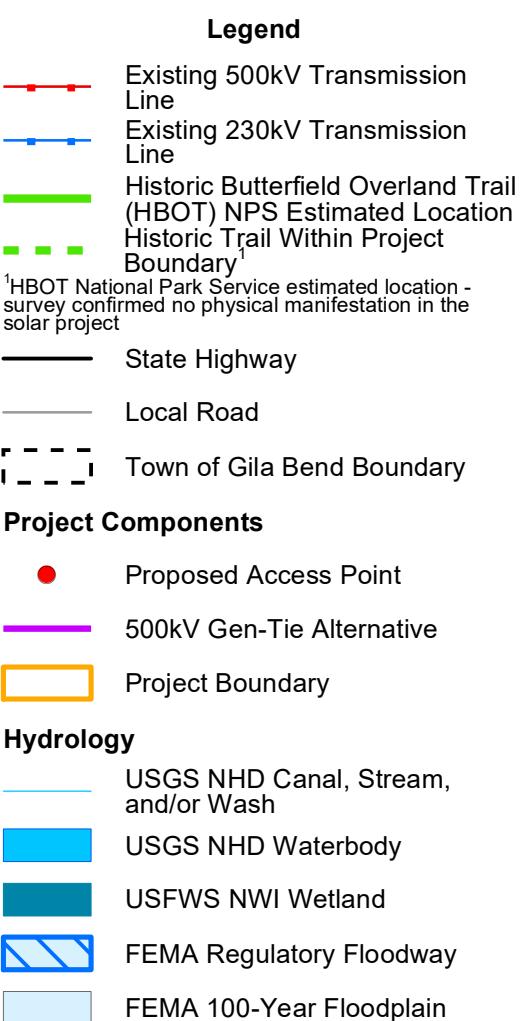
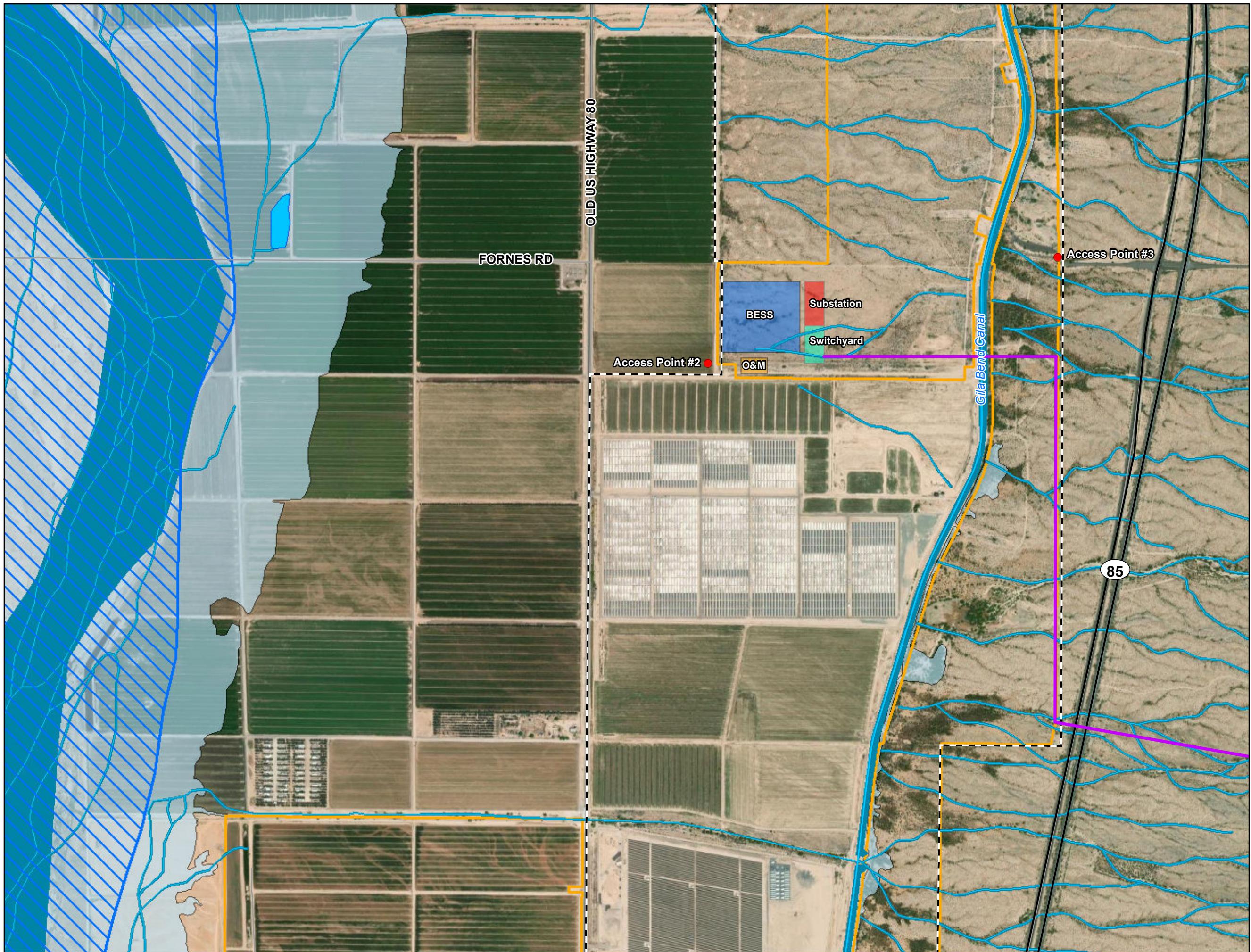
Map Extent: Maricopa County, Arizona

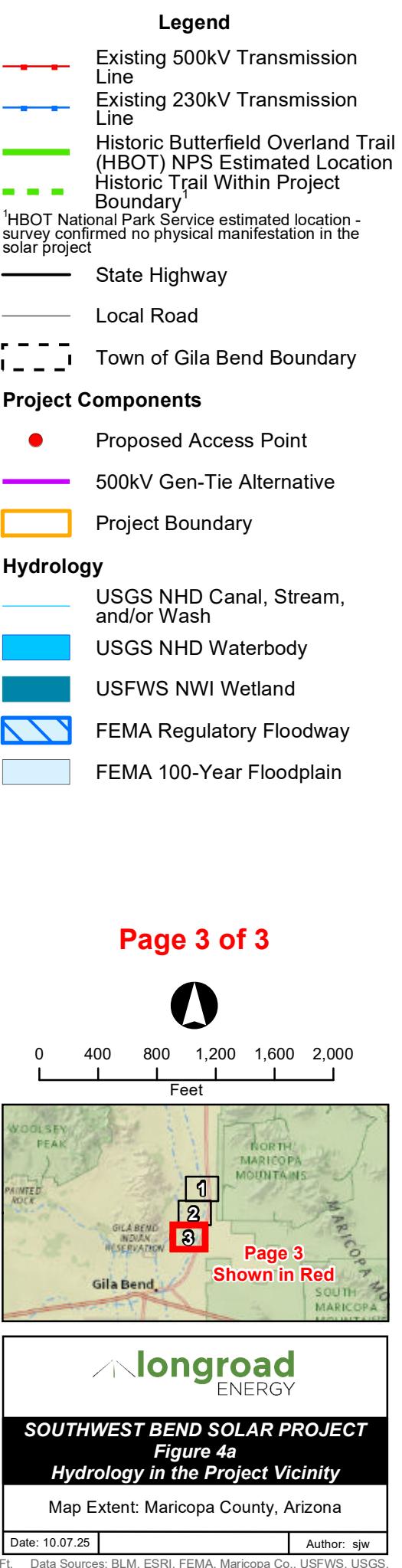
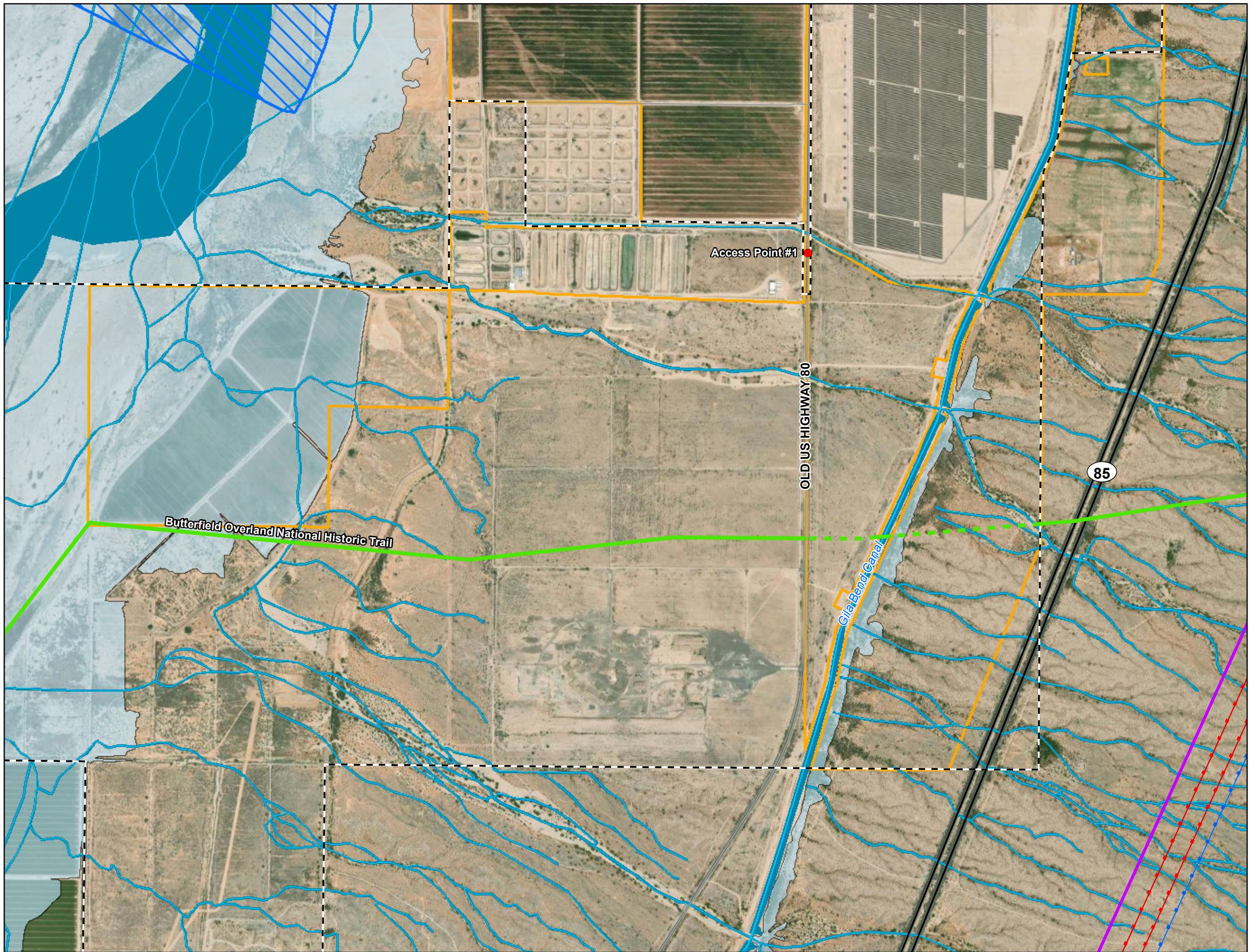
Date: 10.07.25 Author: sjw

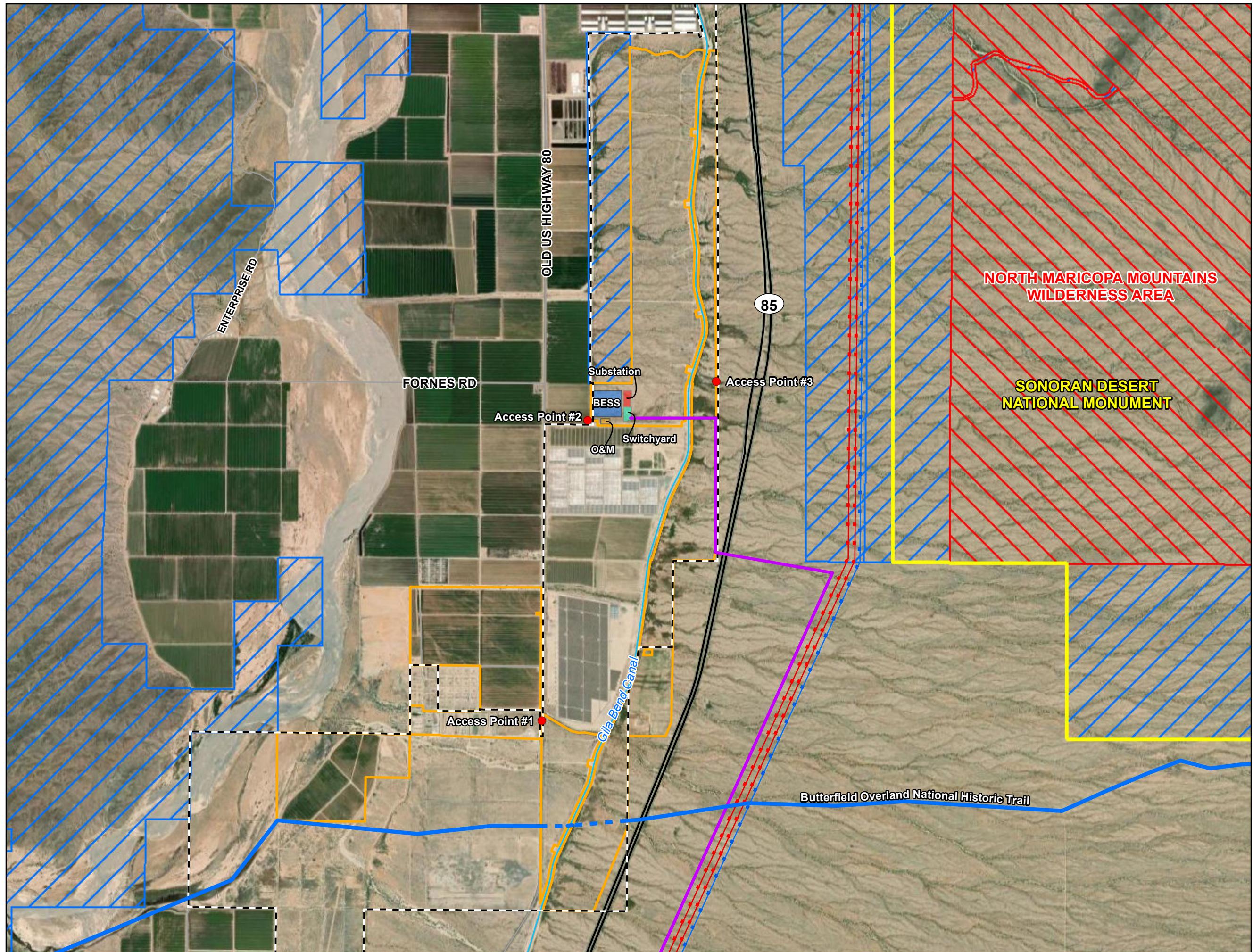
SPCS NAD 83, AZ Central, US Ft. Data Sources: BLM, ESRI, FEMA, Maricopa Co., USFWS, USGS.

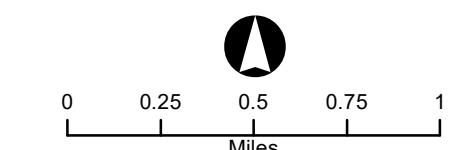
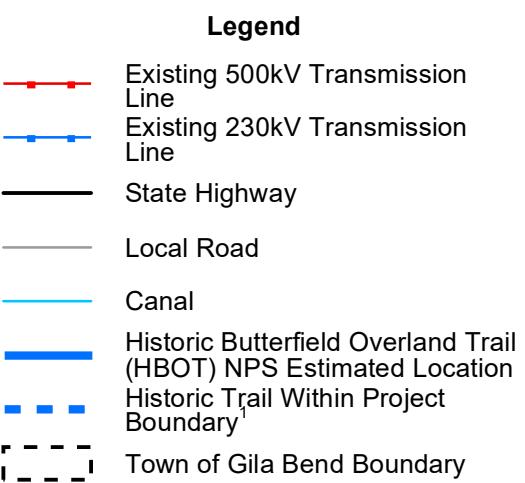
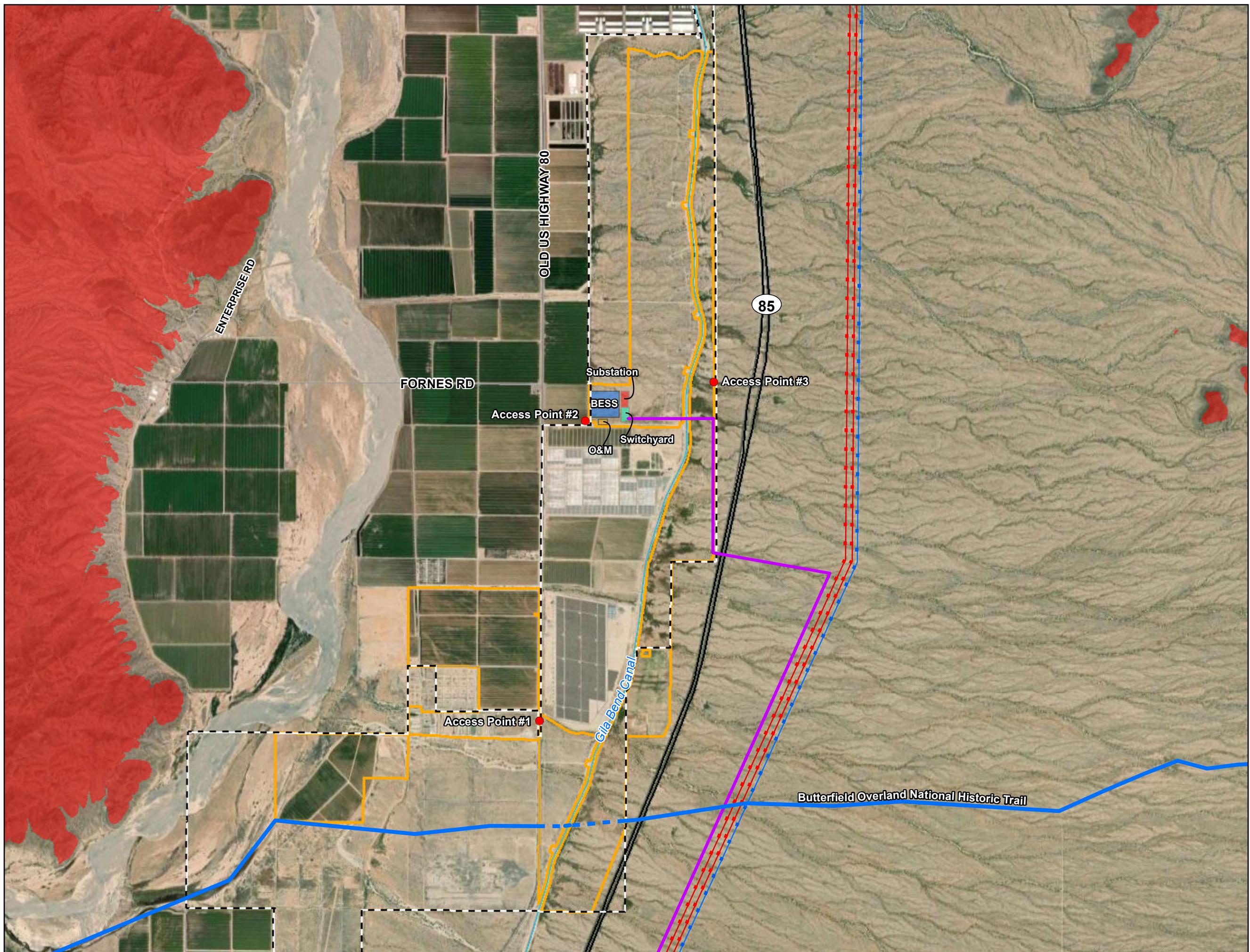




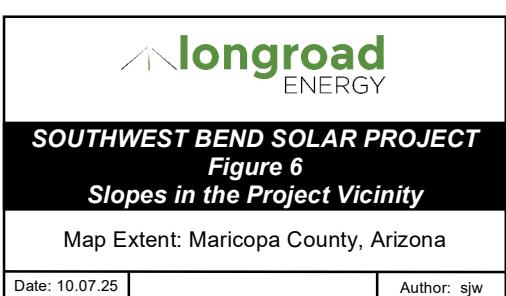
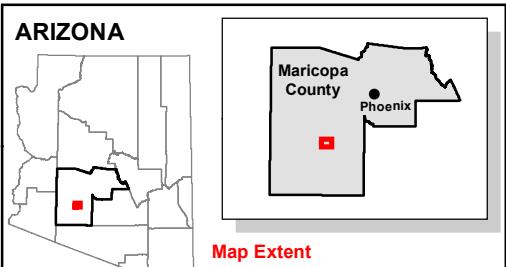








SPCS NAD 83, AZ Central, US Ft.
Data Sources: ADOT, BLM, ESRI, Maricopa Co., USGS.



Electrical Collection System

The panels will be organized into approximately 3-6 MW groups referred to as arrays. Near the center of each array will be a power conversion station (PCS) or its equivalent, consisting of one or more power inverters, one step-up transformer, cabling systems, and grounding systems. The PCS could be installed within prefabricated metal or pre-cast concrete enclosures or have no enclosures. The electrical equipment within the PCS prepares the solar power to be interconnected to the electrical grid. The inverters convert the low voltage direct current (DC) electricity generated by the panels to alternating current (AC) electricity. The step-up transformer then steps up the voltage of the AC electricity to medium voltage (34.5 kV). Once the voltage is stepped up to 34.5 kV, the electricity will be routed by underground or aboveground collection lines to the Project substation located on the Project site.

At the on-site substation, the generated electricity will be stepped up to transmission voltage of up to 500 kV and transmitted to the electrical grid via an approximately eight-mile gen-tie line. The gen-tie will be located primarily on Arizona State Trust Land and will require a CEC from the Arizona Corporation Commission prior to construction. The gen-tie will connect to the existing 500 kV Gila River Power Station which is managed by Salt River Project (SRP).

Energy Storage System

As solar energy becomes a more important part of the nation's energy supply system, the need to store solar energy for delivery into evening hours has become a growing part of the solar energy production system. The Project may have an onsite BESS with a capacity of up to 350 MW.

The BESS site would be located near the Project substation and will consist of self-contained battery storage modules placed in racks, switchboards, integrated heating, ventilation, and air conditioning (HVAC) units, inverters, transformers, and controls in prefabricated metal or concrete containers. The enclosures would have appropriate safety systems built to code.

Operations and Maintenance

The Project will operate year-round. The O&M building would support ongoing maintenance of the Project components. Because the Project generates power during daylight hours, some maintenance may be performed during the night. Lighting and security could include motion-activated or infrared (IR) security lighting and cameras at the Project's perimeter, at the O&M building, storage facilities, the substation, and at each power conversion station and PV combining switchgear.

PV solar energy generating facilities require a limited amount of maintenance. Maintenance activities include periodic inspections, cleaning PV modules, dust control, weed control, debris/trash removal, maintaining electrical collection system components, and maintaining on-site infrastructure. The only maintenance activities requiring water are the periodic cleaning of PV modules and controlling dust. To allow the modules to function continuously through daylight hours, some maintenance, including some panel cleaning, if needed, may be performed at night. When nighttime maintenance activities are required, directed lighting would be used.

Water Use

Non-potable water would be obtained from on-site well(s) or hauled to the site during construction and operation. During construction, non-potable water will be used to facilitate soil compaction

and as needed to control fugitive dust on exposed soils. Water trucks will be employed during construction to frequently spray water on the nonpaved roads to minimize fugitive dust. During operations, the Project will use relatively small amounts of water for occasional panel washing, O&M building facilities, and maintaining Project roads.

Potable water during construction would be brought on-site by construction personnel. The potable water needs for operation will be provided via bottled water or from ADWR-exempt wells. This insignificant amount of water use does not require a Public Water System. If necessary, the Applicant will seek required permits for wells or septic systems to satisfy Maricopa County requirements.

The wastewater generated at the facility during operations is anticipated to be treated with on-site wastewater treatment facilities, such as a conventional septic tank system or similar alternative system as regulated by Arizona Department of Environmental Quality and administered by Maricopa County Environmental Services Department. Alternatively, it is possible that portable toilets could be used during operations.

Safety System

The Project will incorporate safety systems for the solar facilities and the BESS that are required by code and the agencies having jurisdiction as appropriate. The Applicant will coordinate with the Gila Bend Fire Department prior to the construction of the Project to establish hazards and safety protocols for the site. In addition to code compliant safety systems, it is important that key stakeholders, particularly the first responders, have a deep understanding of these safety systems and the associated technologies. As part of the Project, we will be engaging with local first responders to offer formal and informal training opportunities and to solicit feedback on the site design to ensure it meets their expectations for site access points, emergency road designs, alarm equipment designs, etc. The Applicant and Gila Bend Fire Department will determine the frequency and timing of this training. Feedback from the first responders will also be used to formalize a site-specific Emergency Response Plan.

Throughout the life of the Project, the Applicant will work closely with the Gila Bend Fire Department to ensure the site design and emergency response plan meet their safety standards.

Lighting System

The Project's lighting system will provide O&M personnel with illumination for both normal and emergency conditions. Because the Project generates power during daylight hours, some routine maintenance may be performed at night. Lighting and security could include motion-activated or infrared (IR) security lighting and cameras at the Project's perimeter, O&M building, storage facilities, substation, BESS, and at each power conversion station and PV combing switchgear. Lighting will be designed to provide the minimum illumination needed to achieve safety and security objectives and will be downward facing and shielded to focus illumination on the desired areas only. There will be no lighting in the solar field. If lighting at individual solar panels or other equipment is needed for night maintenance, portable lighting will be used.

Employment

For the overall Southwest Bend Solar Project, up to 300 construction workers would be employed during construction of the Project. During operations, up to five full-time workers are expected to

be employed to maintain the Project, with additional local contractors engaged to support on-site activities including module washing, vegetation management and other maintenance activities.

Phasing & Project Schedule

This application for SFOZ is proposed as a phased application, to include a Conceptual Property Development Plan, but not a finalized Site Plan with the rezoning request. An official Site Plan is anticipated to be submitted following the approval of SFOZ for the Project parcels, to be approved administratively in accordance with section 16-03-04C of the Town's zoning ordinance.

Table 2 below describes the estimated Schedule of Construction for the Project with commencement milestones, including start of development. The Project is currently in the Planning & Design phase and expects to commence development within 1 year of the approval of the SFOZ. On-site construction of the Project is expected to begin in 2027 and is anticipated to be built in a single phase, following the Site Plan approval and Building Permits. The exact schedule will be determined based on market demand, when necessary agreements are in place with applicable utilities.

Table 2. Project Schedule of Construction with Commencement Milestones

Project Phase	Project Milestone	Estimated Timing
Planning & Design	Project Site Control	2021-2025
Planning & Design	Project Interconnection Studies Begin	Q4 2023
Planning & Design	Town of Gila Bend Pre-Application	Q3 2024- Q4 2025
Planning & Design	SFOZ Approval	Q4 2025
Planning & Design	ACC CEC Gen-Tie Approval	Q2 2026
Planning & Design	Engineering Design	Q1-Q4 2026
Development	Interconnection Agreement Execution	Q4 2026
Development	Site Plan Submittal	Q4 2026
Development	Building Permit Application Submittal	Q4 2026 / Q1 2027
Construction	Begin On-Site Construction	Q3 2027
Construction	Construction and Installation	2027 - 2028 (18-24 months)
Construction	Testing and Commissioning	Q4 2028 (3-6 months)
Construction	Commercial Operations	2028/2029

Consistency with General Plan

The Gila Bend 2040 General Plan (General Plan) identifies the Land Use designations of the Project as a combination of Master Planned Community and Rural Residential future land use designations. As the SFOZ is an overlay zoning district and does not modify the underlying zoning district for the parcels, the application does not require a General Plan amendment. The development of solar generation facilities within the town is supported through the General Plan,

where capitalizing on solar power is identified as one of six key strategies for public facilities and services. The General Plan notes that the availability of flat land and the SFOZ have led to the establishment of Gila Bend as a capital for solar power. The Project will build upon the “Solar Capital of the World” slogan discussed in the Gila Bend General Plan and furthered by the Gila Bend Solar Field Overlay Zone (SFOZ), which was implemented to promote employment. The Project additionally supports two key strategies for environment and open space within the general plan; ***build on solar potential*** and ***increase the local stock of renewable energy generation technologies***.

Circulation

Because of the nature of the proposed solar development, no formal traffic circulation or coordinated street system will be needed to support the Project. Access points are anticipated at three points within the Project, as depicted on **Figure 2a**, Conceptual Property Development Plan. Primary access is anticipated to be provided at Access Point #1, via Old Highway 80 at mile marker 5 at the Project’s main access point, as shown in **Figure 2a**. Access Point #2 is located east of Old Highway 80 on a dirt road, north of the Cotton Center Solar Plant, and directly south of the Project BESS site. The Project has an existing easement on APN 401-74-006H to provide access to the Project site from Old Highway 80 at this location. Access Point #3 is located on the eastern edge of the Project boundary at the southeast corner of Project parcel 2, west of SR 85. The Applicant will coordinate with the necessary landowners, agencies, and jurisdictions for driveway permission at the Project access points. Permanent driveways shall be paved within public road right-of-way. The pavement type and structural section shall comply with Maricopa Association of Governments (MAG) Standard Details for Driveway Approaches for commercial properties. Additional access may be provided at other locations along the Project boundary at the site planning phase of the Project. Canal crossings will be determined in coordination with the Paloma Irrigation and Drainage District and access will be demonstrated at the site planning phase of the Project.

The Project would have minimal effects on traffic. As would be expected with any development, the Project is expected to generate construction and material delivery truck trips during the construction phase. Construction is anticipated to start in 2026 or later and continue for approximately 18-24 months. The peak of construction will require approximately 20 semi-trucks per day delivering materials to the site from the Old Highway 80 corridor. At its peak, construction is anticipated to require a workforce of approximately 300 persons, adding approximately 300 vehicles to Old Highway 80 and access roads per day. These workers will be staying off-site and will be encouraged to carpool. The mobilization and demobilization of equipment used for earthwork, including scrapers, graders, water trucks, compactors, truck-mounted post drivers, skid loaders, and forklifts, is anticipated to generate a minimal amount of traffic, as they will be kept on-site.

There would be minimal increased traffic during the relatively short construction period due to the delivery of equipment/supplies and the commuting of the construction workforce, but there would be no notable increase in traffic during the O&M of the Project. During operations, the estimated number of trips to and from the Project site is 10 trips per day.

Inside the Project site, access to Project facilities will be provided via perimeter roads and internal access ways between the solar arrays. These will be shown on the Site Plan, which will be

subsequently submitted. These internal Project roads will be unpaved and maintained to reduce fugitive dust. Construction and maintenance of the internal roads will conform to applicable requirements of the Town of Gila Bend. Parking areas will be located next to the proposed O&M building. Parking spaces surfacing will comply with the Town of Gila Bend standards.

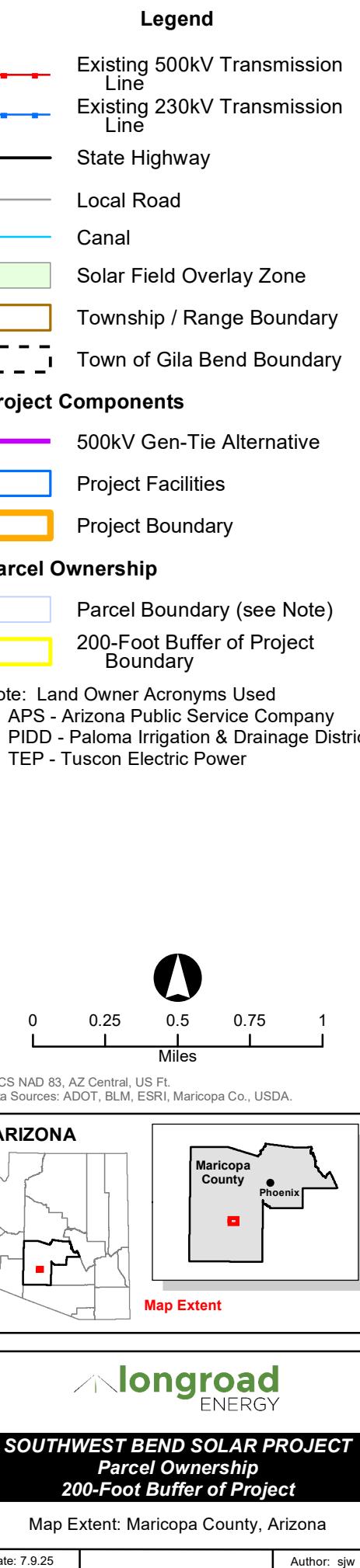
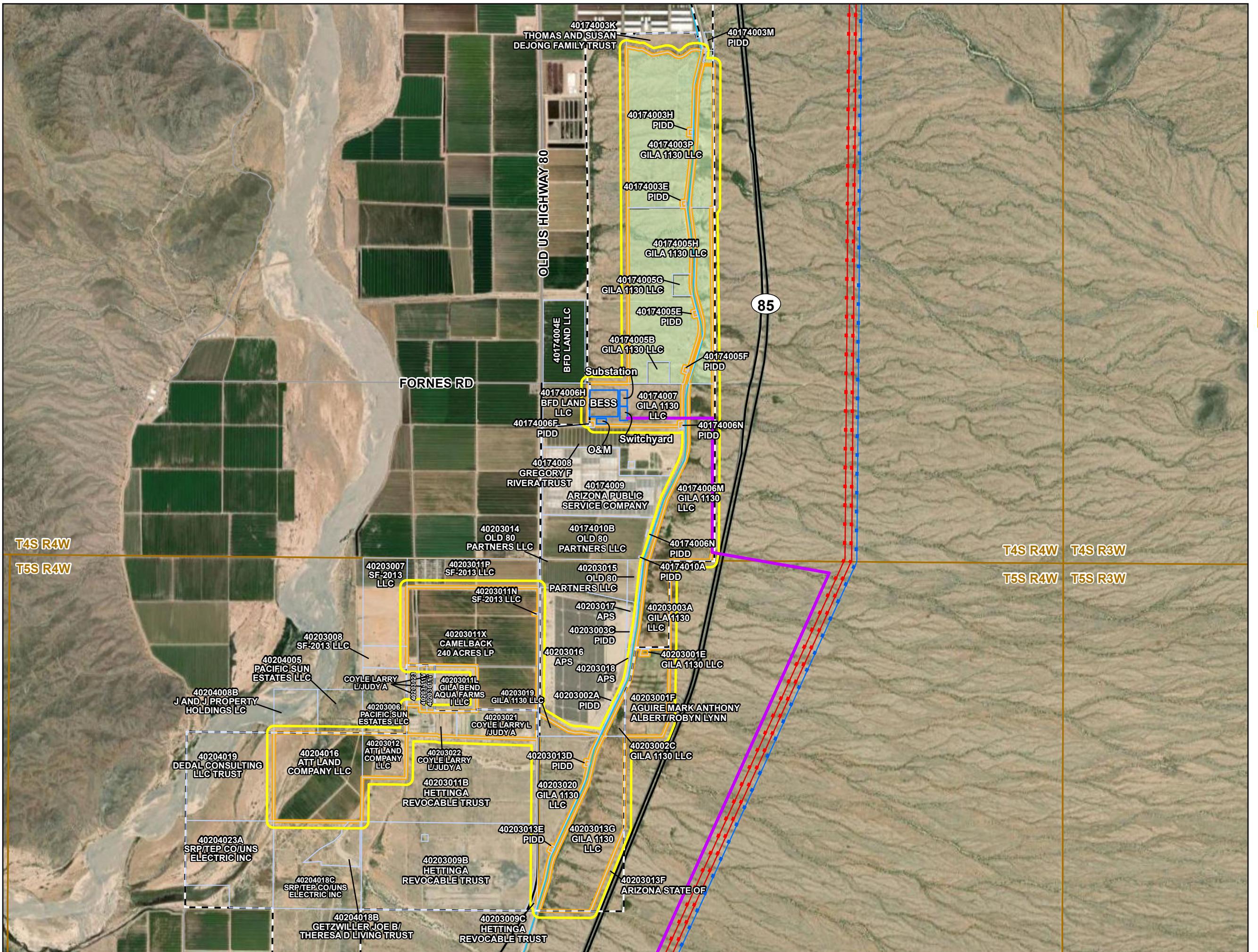
Development Standards

Table 3: Solar Field Overlay Zone Standards Modifications

Standard	SFOZ	Southwest Bend	Comments/Justification
Max. Height	N/A	30'	
Min Front Yard Building Setback	35'	35'	
Min Side Yard Building Setback	35'	35'	
Min Rear Yard Building Setback	35'	35'	
Min Street Side Yard Building Setback	35'	35'	All buildings will be setback 35' from property line. This setback will not apply to solar panels/equipment in which case a 10' minimum yard shall apply.
Landscaping	N/A	N/A	
Min Lot Area	100 acres or 40 acres with council approval	100 acres or 40 acres with council approval	
Min Lot Width	N/A	N/A	
Max Lot Coverage	N/A	N/A	
Parking Regulations	N/A	If buildings are provided, one paved space per 600 sq. ft. of floor area (5% shall be ADA spaces).	Parking will be provided for proposed O&M buildings.
Loading & Unloading	N/A	One loading and unloading space for each 10,000 sq.ft. of floor area, or fraction thereof, devoted to such use in the building.	Loading and unloading spaces will be located at the proposed O&M buildings only.
Sight Visibility Triangles	N/A	No obstructions over 2' in height within 25'x25' SVTs.	Permeable chain-link fence not to count as an obstruction to sight

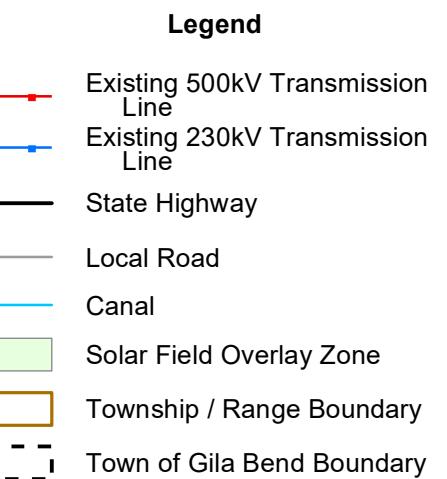
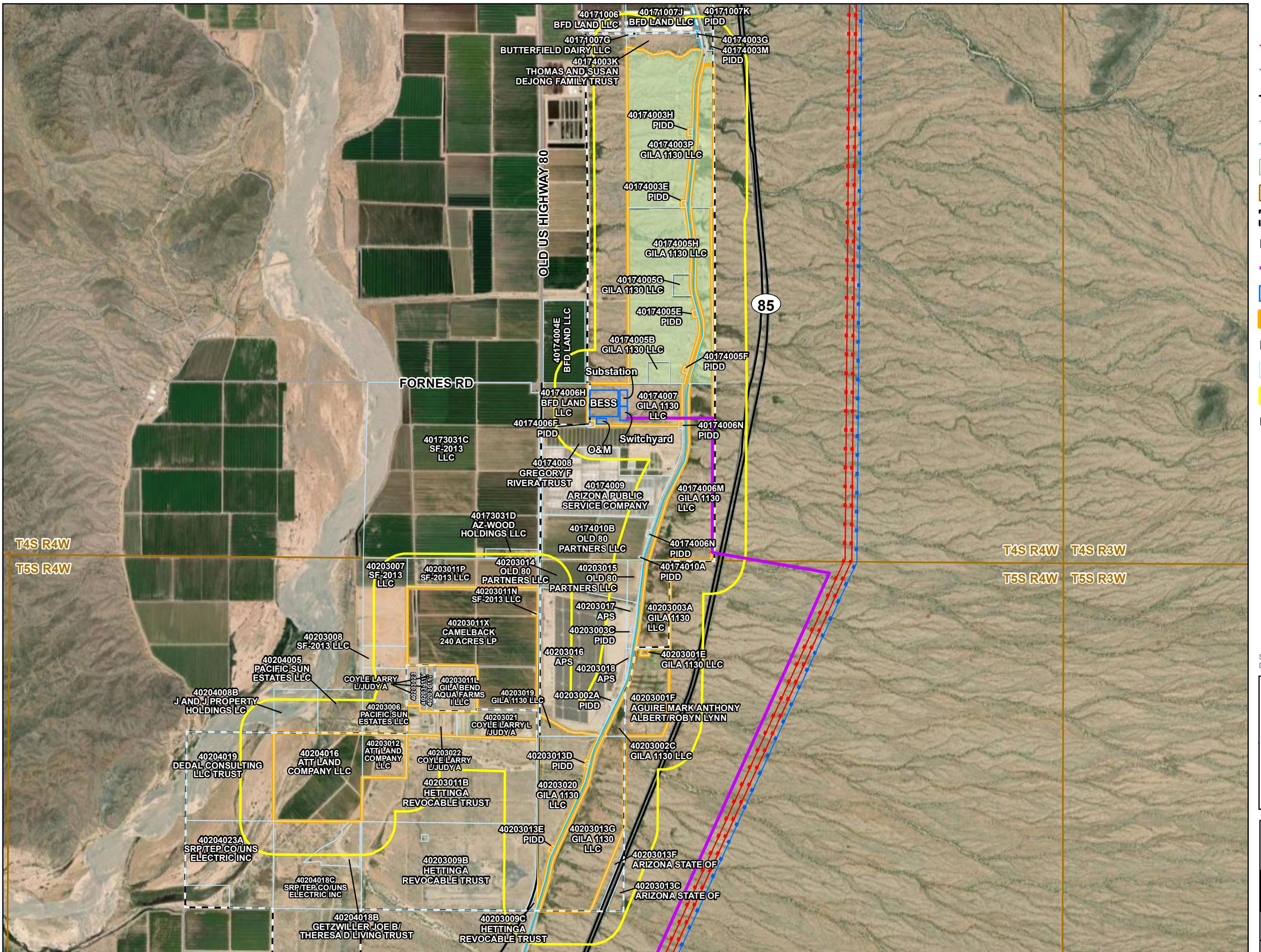
Standard	SFOZ	Southwest Bend	Comments/Justification
Screening & Fencing	N/A	Chain-link fencing and gates shall be allowed on the perimeter of the project. one (1) foot of barbed wire strands will be incorporated atop 6-foot fencing for additional security and allow barbed wire fencing materials under 8' in height.	As required to ensure public safety required by applicable electrical safety regulations and provide for the security of this infrastructure project, the applicant will install chain-link fencing (with gates where needed along the perimeter of the project). The applicant proposes to use chain link for the gates also, which will be consistent with other adjacent and nearby energy generation projects.
Barbed Wire Fencing	N/A	Barbed wire attached to fencing under 8' will be allowed within the property boundaries.	
Old Highway 80 Setback	N/A	55-foot-wide half street ROW	Project Parcels 9, 10, and 13 will adhere to a 55-foot-wide half street ROW where the property abuts Old Highway 80

Appendix A: Public Notice Materials



Parcels within 200-foot buffer of Project

APN	Owner_Name	In_Care_Of	Mailing_Address
40174007	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174008	GREGORY F RIVERA TRUST		7942 W BELL RD., C5-455, GLENDALE, AZ 85308
40174009	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203006	PACIFIC SUN ESTATES LLC		17594 W AGAVE CT GOODYEAR AZ USA 85338
40203007	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203008	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203012	ATT LAND COMPANY LLC		14949 W BROADWAY RD GOODYEAR AZ USA 85338
40203014	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL BUCKEYE AZ USA 85326
40203015	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL., BUCKEYE, AZ 85326
40203016	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203017	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203018	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203019	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203020	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203021	COYLE LARRY L/JUDY A		109 JAMIESON DR., FORT PIERRE, SD 57532
40203022	COYLE LARRY L/JUDY A		109 JAMIESON DR FORT PIERRE SD USA 57532
40203023	COYLE LARRY/JUDY		109 JAMIESON DR FORT PIERRE SD USA 57532
40204005	PACIFIC SUN ESTATES LLC		17594 W AGAVE CT GOODYEAR AZ USA 85338
40204016	ATT LAND COMPANY LLC		14949 W BROADWAY RD GOODYEAR AZ USA 85338
40204019	DEDAL CONSULTING LLC TRUST		1032 N 74TH ST SCOTTSDALE AZ USA 85257
40174003E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174003H	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174003K	THOMAS AND SUSAN DEJONG FAMILY TRUST	DE JONG THOMAS/SUSAN TR	14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174003M	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40174003P	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174004E	BFD LAND LLC		14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174005B	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174005E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174005F	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174005G	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174005H	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174006F	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W HIGHWAY 8, GILA BEND, AZ 85337
40174006H	BFD LAND LLC		14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174006M	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174006N	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40174010A	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40174010B	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL., BUCKEYE, AZ 85326
40203001E	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203001F	AGUIRE MARK ANTHONY ALBERT/ROBYN LYNN		12806 S 191ST AVE., BUCKEYE, AZ 85327
40203002A	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203002C	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203003A	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203003C	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203009B	HETTINGA REVOCABLE TRUST	HETTINGA ELLEN TR	PO BOX 51630, IRVINE, CA 92619
40203009C	HETTINGA REVOCABLE TRUST	HETTINGA ELLEN TR	PO BOX 51630, IRVINE, CA 92619
40203011B	HETTINGA REVOCABLE TRUST	HETTINGA ELLEN TR	PO BOX 51630, IRVINE, CA 92619
40203011L	GILA BEND AQUA FARMS I LLC		109 JAMIESON DR FORT PIERRE SD USA 57532
40203011N	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203011P	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203011T	COYLE LARRY L/JUDY A		109 JAMIESON DR FORT PIERRE SD USA 57532
40203011V	COYLE LARRY L/JUDY A		109 JAMIESON DR FORT PIERRE SD USA 57532
40203011X	CAMELBACK 240 ACRES LP		14929 W BROADWAY RD., GOODYEAR, AZ 85338
40203013D	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203013E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203013F	ARIZONA STATE OF	ADOT R/W OPERATIONS SEC 612E	205 S 17TH AVE., PHOENIX, AZ 85007
40203013G	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40204008B	J AND J PROPERTY HOLDINGS LC		PO BOX 7274 PHOENIX AZ USA 85011
40204018B	GETZWILLER JOE B/TERESA D LIVING TRUST		PO BOX 459 GILA BEND AZ USA 85337
40204018C	SRP/TUCSON ELECTRIC POWER CO/UNS ELECTRIC INC		PO BOX 52025 PHOENIX AZ USA 85072
40204023A	SRP/TUCSON ELECTRIC POWER CO/UNS ELECTRIC INC		PO BOX 52025 PHOENIX AZ USA 85072



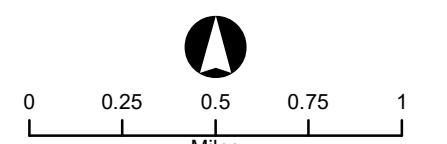
Project Components

- 500kV Gen-Tie Alternative
- Project Facilities
- Project Boundary

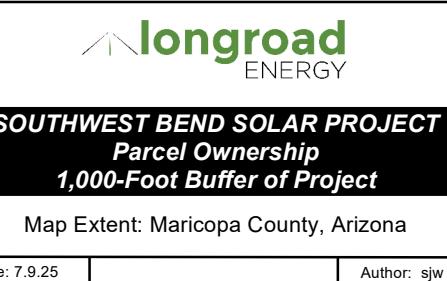
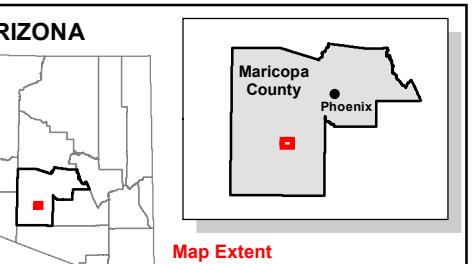
Parcel Ownership

- Parcel Boundary (see Note)
- 1,000-Foot Buffer of Project Boundary

Note: Land Owner Acronyms Used
 APS - Arizona Public Service Company
 PIDD - Paloma Irrigation & Drainage District
 TEP - Tucson Electric Power



SPCS NAD 83, AZ Central, US Ft.
 Data Sources: ADOT, BLM, ESRI, Maricopa Co., USDA.



Parcels within 1,000-foot buffer of Project

APN	Owner_Name	in_Care_Of	O_Address
40171006	BFD LAND LLC		14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174007	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174008	GREGORY F RIVERA TRUST		7942 W BELL RD., C5-455, GLENDALE, AZ 85308
40174009	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203006	PACIFIC SUN ESTATES LLC		17594 W AGAVE CT GOODYEAR AZ USA 85338
40203007	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203008	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203012	ATT LAND COMPANY LLC		14949 W BROADWAY RD GOODYEAR AZ USA 85338
40203014	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL BUCKEYE AZ USA 85326
40203015	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL., BUCKEYE, AZ 85326
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40203021	COYLE LARRY L/JUDY A		109 JAMIESON DR., FORT PIERRE SD USA 57532
40203022	COYLE LARRY L/JUDY A		109 JAMIESON DR FORT PIERRE SD USA 57532
40203023	COYLE LARRY/JUDY		109 JAMIESON DR FORT PIERRE SD USA 57532
40204005	PACIFIC SUN ESTATES LLC		17594 W AGAVE CT GOODYEAR AZ USA 85338
40204016	ATT LAND COMPANY LLC		14494 W BROADWAY RD GOODYEAR AZ USA 85338
40204019	DEDAL CONSULTING LLC TRUST		1032 N 74TH ST SCOTTSDALE AZ USA 85257
40171007G	BUTTERFIELD DAIRY LLC		3003 N CENTRAL AVE., STE 1260, PHOENIX, AZ 85012-2902
40171007J	BFD LAND LLC		14400 S AIRPORT RD., BUCKEYE, AZ 85326
40171007K	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40173031C	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40173031D	AZ-WOOD HOLDINGS LLC		615 N BROADWAY HOBART OK USA 73651
40174003E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174003G	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE., STE 1260, PHOENIX, AZ 85012-2902
40174003H	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174003K	THOMAS AND SUSAN DEJONG FAMILY TRUST	DE JONG THOMAS/SUSAN TR	14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174003M	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40174003P	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174004E	BFD LAND LLC		14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174005B	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174005E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174005F	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174005G	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174005H	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174006F	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W HIGHWAY 8, GILA BEND, AZ 85337
40174006H	BFD LAND LLC		14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174006M	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174006N	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40174010A	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40174010B	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL., BUCKEYE, AZ 85326
40203001E	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203001F	AGUIRE MARK ANTHONY ALBERT/ROBYN LYNN		12806 S 191ST AVE., BUCKEYE, AZ 85327
40203002A	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203002C	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203003A	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203003C	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203009B	HETTINGA REVOCABLE TRUST	HETTINGA ELLEN TR	PO BOX 51630, IRVINE, CA 92619
40203009C	HETTINGA REVOCABLE TRUST	HETTINGA ELLEN TR	PO BOX 51630, IRVINE, CA 92619
40203011B	HETTINGA REVOCABLE TRUST	HETTINGA ELLEN TR	PO BOX 51630, IRVINE, CA 92619
40203011L	GILA BEND AQUA FARMS I LLC		109 JAMIESON DR FORT PIERRE SD USA 57532
40203011N	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203011P	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203011T	COYLE LARRY L/JUDY A		109 JAMIESON DR FORT PIERRE SD USA 57532
40203011V	COYLE LARRY L/JUDY A		109 JAMIESON DR FORT PIERRE SD USA 57532
40203011X	CAMELBACK 240 ACRES LP		14929 W BROADWAY RD., GOODYEAR, AZ 85338
40203013C	ARIZONA STATE OF	ADOT R/W OPERATIONS SEC 612E	205 S 17TH AVE., PHOENIX, AZ 85007
40203013D	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203013E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203013F	ARIZONA STATE OF	ADOT R/W OPERATIONS SEC 612E	205 S 17TH AVE., PHOENIX, AZ 85007

40203013G	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40204008B	J AND J PROPERTY HOLDINGS LC		PO BOX 7274 PHOENIX AZ USA 85011
40204018B	GETZWILLER JOE B/THERESA D LIVING TRUST		PO BOX 459 GILA BEND AZ USA 85337
40204018C	SRP/TUCSON ELECTRIC POWER CO/UNS ELECTRIC INC		PO BOX 52025 PHOENIX AZ USA 85072
40204023A	SRP/TUCSON ELECTRIC POWER CO/UNS ELECTRIC INC		PO BOX 52025 PHOENIX AZ USA 85072

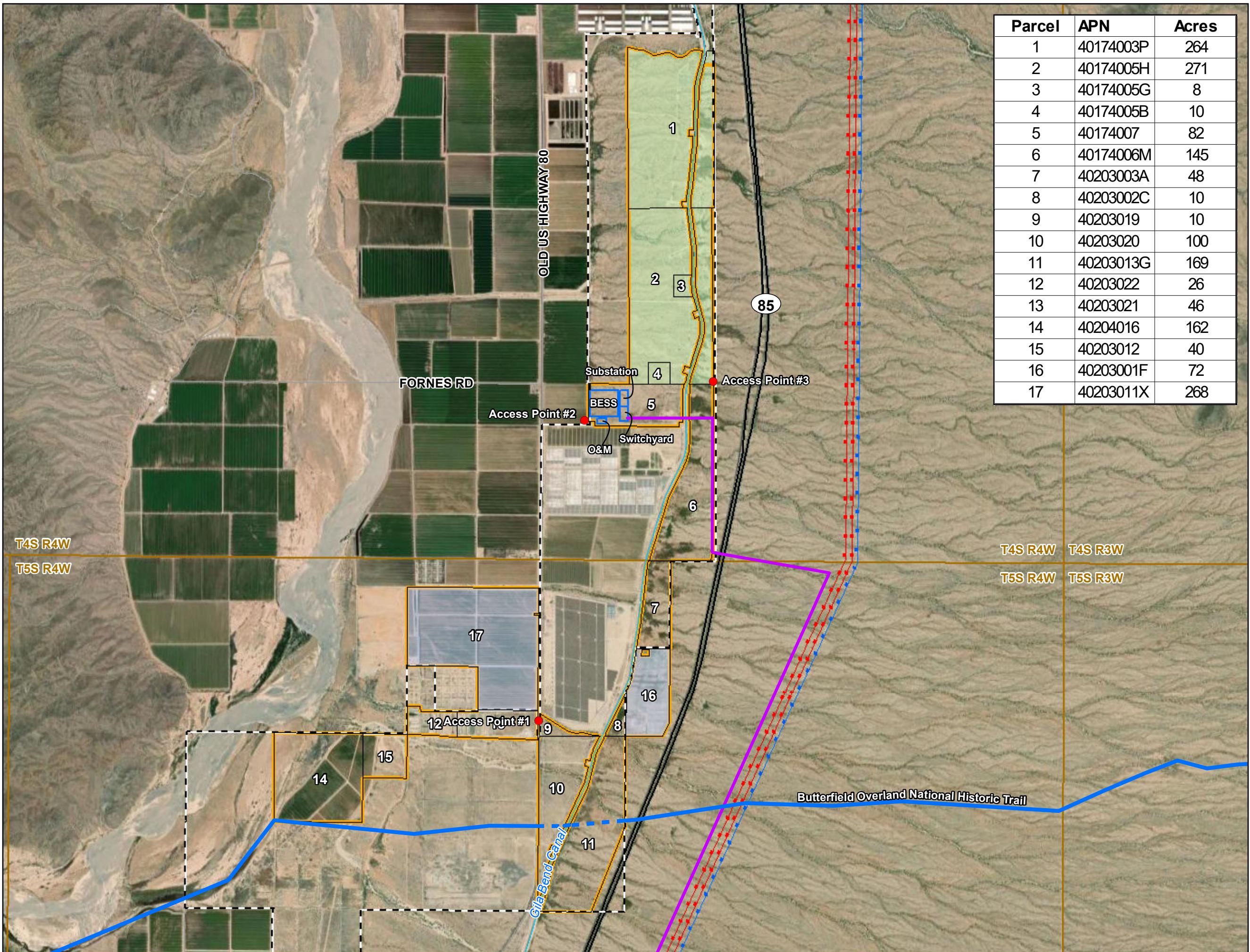
Table 1: Southwest Bend Solar Project Parcels

Project Parcel #	APN	Base Zoning	Acreage
<i>Parcels Covered by Existing SFOZ</i>			
1	401-74-003P	PC	264 acres
2	401-74-005H	PC	271 acres
3	401-74-005G	PC	8 acres
4	401-74-005B	PC	10 acres
<i>Parcels Requiring SFOZ</i>			
5	401-74-007	PC	82 acres
6	401-74-006M	PC	145 acres
7	402-03-003A	PC	48 acres
8	402-03-002C	PC	10 acres
9	402-03-019	PC	10 acres
10	402-03-020	AG	100 acres
11	402-03-013G	AG	169 acres
12	402-03-022	AG	26 acres
13	402-03-021*	AG	36 acres
14	402-04-016	AG	162 acres
15	402-03-012	AG	40 acres
<i>Parcels under Maricopa County Jurisdiction</i>			
16	402-03-001F	RU-190	72 acres
17	402-03-011X	RU-190	268 acres
Total Acreage			1,721 acres
Total Acreage in Town of Gila Bend			1,381 acres
Total Acreage Requiring SFOZ:			828 acres
<p>* A 10-acre portion of APN 402-03-021 will not be included in the Project and SFOZ application due to an ongoing lot split. The acreage in the table reflects that.</p> <p><i>Zoning Designations:</i></p> <p>PC - Planned Community District AG – Agricultural</p> <p>RU-190 - Rural</p>			

Reviewed under previous Pre-app

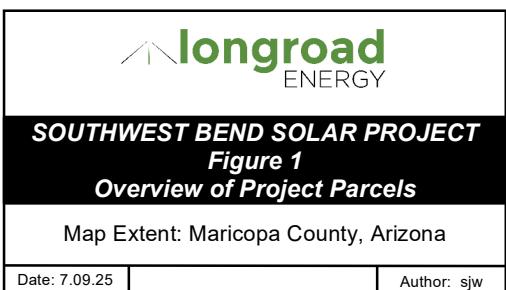
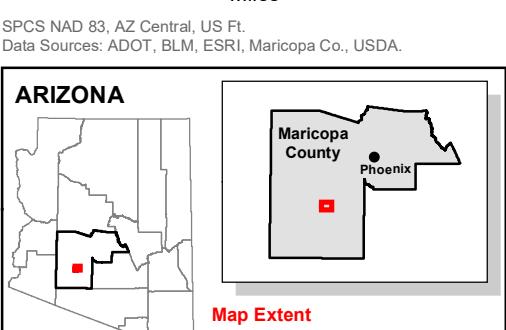
New parcels - Gila Bend Jurisdiction

New parcels - Maricopa County Jurisdiction



Project Components

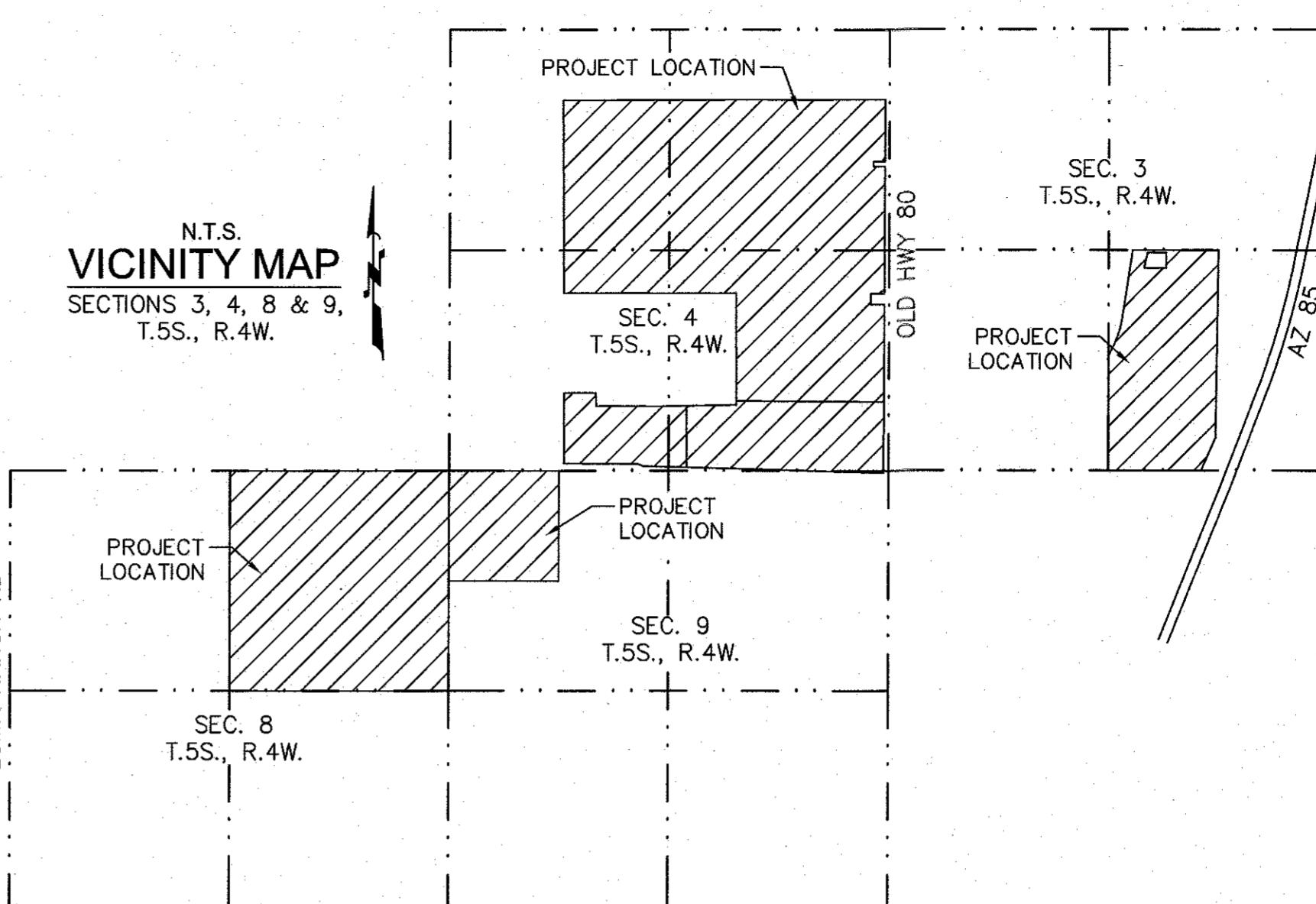
- Proposed Access Point
- 500kV Gen-Tie Alternative
- Project Facilities
- Project Boundary - 1,7531 Acres



ALTA/NSPS LAND TITLE SURVEY

SONORAN ALTA #2

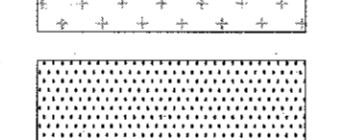
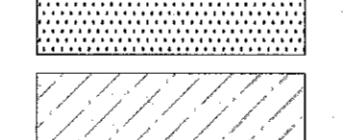
A PORTION OF THE SOUTHEAST QUARTER OF
 SECTION 3, PORTIONS OF SECTION 4, THE NORTHEAST QUARTER OF
 SECTION 8 & THE NORTHWEST QUARTER OF THE NORTHWEST
 QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 WEST,
 OF THE GILA AND SALT RIVER BASE AND MERIDIAN
 MARICOPA COUNTY, ARIZONA



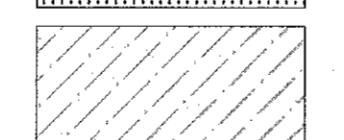
LEGEND

— — — — —	SECTION LINE
— — — — —	RIGHT-OF-WAY LINE
— — — — —	BOUNDARY LINE
— — — — —	PARCEL LINE
— — — — —	EXISTING EASEMENT
— — — — —	BARBED WIRE FENCE
— — — — —	OVERHEAD UTILITY LINE
— — — — —	UNDERGROUND FIBER OPTICS
— — — — —	CONCRETE DITCH
○	FOUND MONUMENT SEE RECORD OF SURVEY PLAT FOR DESCRIPTIONS
▲	CALCULATED POINT (NOTHING FOUND/NOTHING SET)
+○+	POWER POLE
○	GUY ANCHOR
○	WATER WELL
○	GAS MARKER
○	FIBER OPTIC MARKER
○	ELECTRIC METER
○	ELECTRIC PEDISTAL
○	SIGN
○	ELECTRIC CABINET
○	GAS VALVE
○	SEWER CLEANOUT

FLOOD ZONE AE

INGRESS-EGRESS ESMT PER
DOC NO. 2016-0233405 &
2001-0596640, MCRRIGHT OF WAY PER DKT 976, PG 373 &
DKT 976, PG 377 MCR
NOT SHOWN AS ABANDONED PER
BK 1055, PG 29, MCR

CANAL CROSSOVER



T.	TOWNSHIP
R.	RANGE
M	MEASURED BEARING AND OR DISTANCE
C	CALCULATED BEARING AND OR DISTANCE
PLS/LS	PROFESSIONAL LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDS
ESMT	EASEMENT
BK PG	BOOK PAGE
DOC	DOCUMENT
DKT	DOCKET
BC	BRASS CAP
MCHH	MONUMENT IN HANHOLE
GLO	GENERAL LAND OFFICE
(XX)	SCHEDULE BII REFERENCE NO.

GENERAL NOTES

1. THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT ALL OF THE UNDERGROUND UTILITIES SHOWN COMprise ALL IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION PROVIDED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES.
2. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF SURVEY, AND TO THOSE PARTIES LISTED IN THE SURVEYORS CERTIFICATION.
3. THIS SURVEY IS VALID ONLY WHEN BEARING THE SEAL AND SIGNATURE OF SURVEYOR.
4. THIS SURVEY IS BASED ON FIELD WORK PERFORMED BY ATWELL DURING THE MONTH OF JUNE, 2025. SITE CONDITIONS THAT MAY HAVE CHANGED SUBSEQUENT TO FIELD WORK WILL NOT BE REFLECTED HEREON.
5. BEARINGS, DISTANCES AND CURVATURE DATA SHOWN HEREON ARE MEASURED VALUES UNLESS SPECIFIED OTHERWISE.
6. THE SURVEYED PROPERTY IS CONTIGUOUS TO ALL ADJACENT PROPERTIES AND RIGHTS-OF-WAY WITH NO APPARENT OVERLAPS, GAPS, STRIPS, OR GORES SEPARATING THIS SUBJECT PARCEL THE ADJOINING PROPERTIES AND FEE DESIGNATED RIGHTS-OF-WAY AT THE TIME OF SURVEY.
7. THE DEPICTION OF UNDERGROUND UTILITIES ON A SURVEY IS SUBJECT TO INHERENT LIMITATIONS. SURVEYORS RELY ON OBSERVED SURFACE EVIDENCE (E.G., LOCATE MARKINGS, VENT PIPES) AND THIRD-PARTY RECORDS, WHICH MAY BE INCOMPLETE, OUTDATED, OR INACCURATE. THE PRECISE LOCATION, DEPTH, AND CONDITION OF UNDERGROUND UTILITIES CANNOT BE CONFIRMED WITHOUT EXCAVATION BY OTHERS. SURVEYORS MAY INCORPORATE CLIENT-PROVIDED DOCUMENTATION OR REQUEST PRIVATE UTILITY LOCATES; HOWEVER, PUBLIC UTILITY LOCATE SERVICES (E.G., 811) MAY BE UNAVAILABLE, INCOMPLETE, OR IGNORED IN CERTAIN JURISDICTIONS. UTILITY RECORDS, WHETHER PUBLIC OR PRIVATE, MAY ALSO BE INCONSISTENT OR UNRELIABLE. DUE TO THESE CONSTRAINTS, ALL UNDERGROUND UTILITY DEPICTIONS ARE BASED ON INDIRECT EVIDENCE RATHER THAN VERIFICATION BY SAID EXCAVATORS, CLIENTS, INSURERS, AND LENDERS SHOULD NOT RELY ON THE SURVEY ALONE FOR DEFINITIVE UTILITY LOCATIONS. IF PRECISE UTILITY DATA IS REQUIRED, EXCAVATION OR SUBSURFACE INVESTIGATIONS ARE NECESSARY.

BASIS OF BEARING

Basis of bearing is along the west line of the northwest quarter of Section 3, T.5S., R.4W. being N00°36'51"E with a distance of 2659.08 feet.

SURVEYOR'S CERTIFICATION:

TO:

1. LSH LAND HOLDINGS, LLC.
2. GILA 1130, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AS TO PARCEL NOS. 1 THROUGH 9 (VESTING) AND MARK ANTHONY ALBERT AGUIRE AND ROBYN LYNN AGUIRE, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP AS TO PARCEL NO. 14 (VESTING) AND ATT LAND COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS TO PARCEL NOS 15 AND 16 (VESTING).
3. SOUTHWEST CROSSROADS SOLAR, LLC.
4. LONGROAD ENERGY SERVICES, LLC.
5. LARRY L. COYLE AND JUDY A. COYLE SUBJECT TO ITEM NO. 10 OF SCHEDULE B AS TO PARCEL 1 AND 2 CAMELBACK 240 ACRES, L.P., AN ARIZONA LIMITED PARTNERSHIP AS TO PARCEL 3.
6. STEWART TITLE GUARANTY COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 8, 10, 11, 13, 16 & 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 5, 2025.

DATE OF MAP: JUNE 11, 2025.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 E. SOUTHERN AVE
MESA, AZ 85206



NOTE:

A.R.S. § 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

ATWELL
866.850.4200 www.atwell-group.com

4700 E. SOUTHERN AVENUE

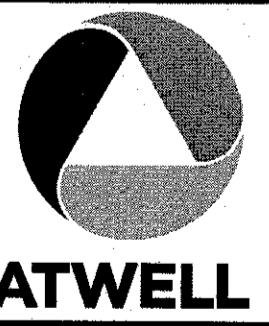
MESA, AZ 85206

480.218.8831

ALTA/NSPS LAND TITLE SURVEY	COUNTY: MARICOPA
SONORAN ALTA #2	SECTION: 3, 4, 8 & 9
TOWN OF GILA BEND, ARIZONA	TOWNSHIP: 5 SOUTH RANGE: 4 WEST

JUNE 2025

REVISIONS:



ATWELL

PM: J. SPRING

DR: R.G. & T.C.

JOB NO. 24004733.02

PRODUCT: AS

N.T.S.

24004733.02 LONGROAD 3RD SITE ALTA

SHEET NO.

1 OF 9

TITLE REFERENCE

THIS SURVEY IS BASED UPON THE COMMITMENT FOR TITLE INSURANCE
PREPARED BY STEWART TITLE GUARANTY COMPANY, ORDER NO. 244Z2632-2
DATED FEBRUARY 13, 2025 AT 8:00 AM.

ATWELL LLC HAS RELIED SOLELY UPON THE INFORMATION CONTAINED WITHIN THE COMMITMENT OF
TITLE REPORT AND SCHEDULE B DOCUMENTS PROVIDED BY STEWART TITLE GUARANTY COMPANY AS
LISTED HEREON. ATWELL LLC AND JAMES G. SPRING (PLS) MAKE NO STATEMENT AS TO THE
ACCURACY OR COMPLETENESS OF THE SUBJECT REPORT.

LEGAL DESCRIPTION

(APN 402-03-021, APN 402-03-022 & APN 402-03-011X)

PARCEL NO. 1 (APN 402-03-021):

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF SECTION 4 AND THE NORTH HALF
OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4, FROM
WHICH THE NORTHEAST CORNER OF SECTION 4 LIES NORTH 00 DEGREES 13 MINUTES 40
SECONDS EAST (BASIS OF BEARINGS) A DISTANCE OF 5327.03 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF
SAID SECTION 4 A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD U.S.
HIGHWAY 80 AND THE POINT OF BEGINNING.

THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST PARALLEL WITH AND 50.00 FEET WESTERLY
OF THE EASTERLY LINE OF SECTION 4, A DISTANCE OF 783.75 FEET TO THE SOUTHEAST CORNER OF
THAT PARCEL OF LAND IN DOCUMENT RECORDED AS 2015-0908877, OF OFFICIAL RECORDS (RECORD
NO. 1 R1);

THENCE NORTH 89 DEGREES 35 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF , A DISTANCE
OF 1,812.05 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND DOCUMENT
RECORDED AS 2001-0375144, OF OFFICIAL RECORDS (RECORD NO. 2 R2);

THENCE SOUTH 00 DEGREES 01 MINUTES 24 SECONDS EAST, A DISTANCE OF 47.31 FEET TO THE
SOUTHEAST CORNER OF R2 THENCE SOUTH 89 DEGREES 02 MINUTES 02 SECONDS WEST ALONG THE
SOUTH LINE OF R2, A DISTANCE OF 604.11 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF
LAND DESCRIBED IN DOCUMENT RECORDED AS 2014-0091918, OF OFFICIAL RECORDS (RECORD NO. 3
R3);

THENCE SOUTH 00 DEGREES 09 MINUTES 07 SECONDS EAST ALONG THE EASTERLY LINE, A DISTANCE
OF 716.55 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4;

THENCE CONTINUING SOUTH 00 DEGREES 09 MINUTES 07 SECONDS EAST, A DISTANCE OF 35.67 FEET;
PARCEL NO. 3 (APN 402-03-011X):

THAT PORTION OF THE EAST HALF OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS: COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4 FROM WHICH
THE NORTHEAST CORNER OF SECTION 4 LIES NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST
(BASIS OF BEARINGS) A DISTANCE OF 5327.03 FEET;

THENCE NORTH 63 DEGREES 51 MINUTES 02 SECONDS WEST 1713.98 FEET TO THE SOUTHEAST
CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. 20080268867 (RECORD NO. 1 R1)
OFFICIAL RECORDS OF MARICOPA COUNTY, AZ;

THENCE SOUTH 89 DEGREES 02 MINUTES 00 SECONDS WEST 320.36 FEET TO THE SOUTHWEST CORNER
OF R1;

THENCE NORTH 00 DEGREES 01 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF R1 A DISTANCE
OF 46.98 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF R1
A DISTANCE OF 1316.02 FEET TO THE NORTHWEST CORNER OF R1;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF THAT PARCEL
OF LAND DESCRIBED IN RECORD NO. 20010375144 (RECORD NO. 2 R2) OFFICIAL RECORDS OF
MARICOPA COUNTY, AZ, A DISTANCE OF 1271.54 FEET TO THE NORTHWEST CORNER OF R2;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF THAT PARCEL
OF LAND DESCRIBED IN RECORD NO. 20080268867 (RECORD NO. 3 R3) OFFICIAL RECORDS OF
MARICOPA COUNTY, AZ, A DISTANCE OF 240.14 FEET TO THE NORTHWEST CORNER OF R3;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 600.34 FEET TO A POINT ON THE WEST
LINE OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4;

THENCE NORTH 00 DEGREES 09 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF THE EAST
ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2350.51 FEET TO THE
NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. 20051881601 (RECORD NO.
4 R4) OFFICIAL RECORDS OF MARICOPA COUNTY, AZ;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST TO A POINT ON THE WEST LINE OF THE OLD U.S. HIGHWAY 80 WHICH LIES
TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 09 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE EAST
HALF OF THE WEST HALF OF SAID SECTION 4 A DISTANCE OF 862.91 FEET TO THE
SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 4;

THENCE SOUTH 89 DEGREES 28 MINUTES 01 SECONDS EAST A DISTANCE OF 913.74 FEET;

THENCE SOUTH 66 DEGREES 39 MINUTES 09 SECONDS EAST A DISTANCE OF 65.75 FEET;

THENCE SOUTH 88 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 531.15 FEET
TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO.
2005-1881601 (RECORD NO. 6 R6), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 09 MINUTES 08 SECONDS WEST A DISTANCE OF 35.67 FEET
TO A POINT ON THE SOUTH LINE OF SAID SECTION 4;

THENCE NORTH 00 DEGREES 09 MINUTES 07 SECONDS WEST A DISTANCE OF 716.55 FEET
TO THE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL
LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS
NATURE AND GEOTHERMAL RESOURCES (COLLECTIVE SECOND SOIL AND GAS SECONDS), AS
RESERVED IN DEED RECORDED IN DOCKET 13940, PAGE 289; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC
MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE,
CARBONIFEROUS DEPOSITS (INCLUDING WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS
HYDROCARBON SUBSTANCES) BAUXITE;

SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE
PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS,
COPPER, GOLD, SILVER, RARE METALS, MINERALS OF EVERY KIND AND CHARACTER USED IN
THE PRODUCTION OF ENERGY AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC
AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND
WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER
SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED HEREIN, AS RESERVED IN DEED
RECORDED IN DOCKET 13940, PAGE 289; AND EXCEPT THE FOLLOWING TWO PARAGRAPHS A
AND B AS RESERVED IN DEED RECORDED AS 88-115345, OF OFFICIAL RECORDS;

A. ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON
SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL
RESOURCES.

B. ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE,
NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT
LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES) BAUXITE, SHALE,
FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE
PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS,
COPPER, GOLD, SILVER, RARE METALS, MINERALS OF EVERY KIND AND CHARACTER USED IN
THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC
AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE,
AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS, ALL OTHER MINERALS WHETHER
SIMILAR OR DISSIMILAR TO THOSE SPECIFIED HEREIN, THAT MAY BE OR IS LOCATED IN, ON,
OR UNDER THE AFORESAID LAND.

PARCEL NO. 2: (APN 402-03-021):
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER
OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION (CONT.)

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4 FROM WHICH THE
NORTHEAST CORNER OF SECTION 4 LIES NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST (BASIS
OF BEARINGS), A DISTANCE OF 5,327.03 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION
4, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD U.S.
HIGHWAY 80 AND THE POINT OF BEGINNING.

THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST PARALLEL WITH AND 50.00 FEET WESTERLY
OF THE EASTERLY LINE OF SECTION 4, A DISTANCE OF 783.75 FEET TO THE SOUTHEAST CORNER OF
THAT PARCEL OF LAND IN DOCUMENT RECORDED AS 2015-0908877, OF OFFICIAL RECORDS (RECORD
NO. 1 R1);

THENCE NORTH 89 DEGREES 35 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF , A DISTANCE
OF 1,812.05 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND DOCUMENT
RECORDED AS 2001-0375144, OF OFFICIAL RECORDS (RECORD NO. 2 R2);

THENCE SOUTH 00 DEGREES 01 MINUTES 24 SECONDS EAST, A DISTANCE OF 47.31 FEET TO THE
SOUTHEAST CORNER OF R2 THENCE SOUTH 89 DEGREES 02 MINUTES 02 SECONDS WEST ALONG THE
SOUTH LINE OF R2, A DISTANCE OF 604.11 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF
LAND DESCRIBED IN DOCUMENT RECORDED AS 2014-0091918, OF OFFICIAL RECORDS (RECORD NO. 3
R3);

THENCE SOUTH 00 DEGREES 09 MINUTES 07 SECONDS EAST ALONG THE EASTERLY LINE, A DISTANCE
OF 716.55 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4;

THENCE CONTINUING SOUTH 00 DEGREES 09 MINUTES 07 SECONDS EAST, A DISTANCE OF 35.67 FEET;
PARCEL NO. 3 (APN 402-03-011X):

THAT PORTION OF THE EAST HALF OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS: COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4 FROM WHICH
THE NORTHEAST CORNER OF SECTION 4 LIES NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST
(BASIS OF BEARINGS) A DISTANCE OF 5327.03 FEET;

THENCE NORTH 63 DEGREES 51 MINUTES 02 SECONDS WEST 1713.98 FEET TO THE SOUTHEAST
CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. 20080268867 (RECORD NO. 1 R1)
OFFICIAL RECORDS OF MARICOPA COUNTY, AZ;

THENCE SOUTH 89 DEGREES 02 MINUTES 00 SECONDS WEST 320.36 FEET TO THE SOUTHWEST CORNER
OF R1;

THENCE NORTH 00 DEGREES 01 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF R1 A DISTANCE
OF 46.98 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF R1
A DISTANCE OF 1316.02 FEET TO THE NORTHWEST CORNER OF R1;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF THAT PARCEL
OF LAND DESCRIBED IN RECORD NO. 20010375144 (RECORD NO. 2 R2) OFFICIAL RECORDS OF
MARICOPA COUNTY, AZ, A DISTANCE OF 1271.54 FEET TO THE NORTHWEST CORNER OF R2;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF THAT PARCEL
OF LAND DESCRIBED IN RECORD NO. 20080268867 (RECORD NO. 3 R3) OFFICIAL RECORDS OF
MARICOPA COUNTY, AZ, A DISTANCE OF 240.14 FEET TO THE NORTHWEST CORNER OF R3;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 600.34 FEET TO A POINT ON THE WEST
LINE OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4;

THENCE NORTH 00 DEGREES 09 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF THE EAST
ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2350.51 FEET TO THE
NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. 20051881601 (RECORD NO.
4 R4) OFFICIAL RECORDS OF MARICOPA COUNTY, AZ;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST TO A POINT ON THE WEST LINE OF THE OLD U.S. HIGHWAY 80 WHICH LIES
TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 09 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE EAST
HALF OF THE WEST HALF OF SAID SECTION 4 A DISTANCE OF 862.91 FEET TO THE
SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 4;

THENCE SOUTH 89 DEGREES 28 MINUTES 01 SECONDS EAST A DISTANCE OF 913.74 FEET;

THENCE SOUTH 66 DEGREES 39 MINUTES 09 SECONDS EAST A DISTANCE OF 65.75 FEET;

THENCE SOUTH 88 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 531.15 FEET
TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO.
2005-1881601 (RECORD NO. 6 R6), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 09 MINUTES 08 SECONDS WEST A DISTANCE OF 35.67 FEET
TO A POINT ON THE SOUTH LINE OF SAID SECTION 4;

THENCE NORTH 00 DEGREES 09 MINUTES 07 SECONDS WEST A DISTANCE OF 716.55 FEET
TO THE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL
LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS
NATURE AND GEOTHERMAL RESOURCES (COLLECTIVE SECOND SOIL AND GAS SECONDS), AS
RESERVED IN DEED RECORDED IN DOCKET 13940, PAGE 289; AND EXCEPT THE FOLLOWING TWO PARAGRAPHS A
AND B AS RESERVED IN DEED RECORDED AS 88-115345, OF OFFICIAL RECORDS;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC
MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE,
CARBONIFEROUS DEPOSITS (INCLUDING WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS
HYDROCARBON SUBSTANCES) BAUXITE;

SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE
PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS,
COPPER, GOLD, SILVER, RARE METALS, MINERALS OF EVERY KIND AND CHARACTER USED IN
THE PRODUCTION OF ENERGY AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC
AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE,
AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS, ALL OTHER MINERALS WHETHER
SIMILAR OR DISSIMILAR TO THOSE SPECIFIED HEREIN, THAT MAY BE OR IS LOCATED IN, ON,
OR UNDER THE AFORESAID LAND.

THENCE NORTH 00 DEGREES 09 MINUTES 07 SECONDS WEST A DISTANCE OF 716.55 FEET
TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 50.00 FEET TO THE WEST RIGHT-OF-WAY
LINE OF OLD U.S. HIGHWAY 80 AND THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 167.50 FEET;

SCHEDULE BII DOCUMENTS (CONT.)

29. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR ELECTRIC SERVICE, RECORDED JUNE 20, 1997, DOCUMENT NO. 97-0416938. AFFECTS PARCEL 1 AND 3 (SHOWN HEREON)
30. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR ELECTRIC SERVICE, RECORDED JUNE 20, 1997, DOCUMENT NO. 97-0416939. AFFECTS PARCEL 1, 2 AND 3 (DOCUMENT MISSING INFO)
31. EASEMENT FOR INGRESS AND EGRESS AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED JUNE 30, 1997, DOCUMENT NO. 97-0444326. AFFECTS PARCEL 1 AND 2 (SHOWN HEREON)
32. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR ELECTRIC SERVICE, RECORDED JULY 18, 1997, DOCUMENT NO. 97-0484170. AFFECTS PARCEL 2 AND 3 (BLANKET IN NATURE)
33. EASEMENT FOR INGRESS, EGRESS AND UTILITIES OF ANY NATURE AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED MAY 4, 2001, DOCUMENT NO. 2001-0375145. AFFECTS PARCEL 3 (SHOWN HEREON)
34. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR ELECTRIC SERVICE, RECORDED JULY 10, 2001, DOCUMENT NO. 2001-0613402. AFFECTS PARCEL 3 (BLANKET IN NATURE)
35. EASEMENT FOR UTILITY AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED JULY 16, 2001, DOCUMENT NO. 2001-0631873. AFFECTS PARCEL 1 (SHOWN HEREON)
36. EASEMENT FOR ELECTRIC LINES AND APPURTENANT FACILITIES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED JULY 16, 2001, DOCUMENT NO. 2001-0631892. AFFECTS PARCEL 3 (SHOWN HEREON)
37. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED WARRANTY DEED, RECORDED AUGUST 13, 2004, DOCUMENT NO. 2004-0943836. AFFECTS PARCEL 3 (BLANKET IN NATURE)
38. EASEMENT FOR IRRIGATION AND SERVICE ROAD, 20 FOOT ACCESS, WATERLINE, AND AGRIWATER DIVERSION AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 3, 2005, DOCUMENT NO. 2005-1670158. AFFECTS PARCEL 3 (SHOWN HEREON)
39. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED SPECIAL WARRANTY DEED, RECORDED NOVEMBER 3, 2005, DOCUMENT NO. 2005-1670159. AFFECTS PARCEL 3 (SHOWN HEREON)
40. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED SPECIAL WARRANTY DEED, RECORDED MARCH 27, 2008, DOCUMENT NO. 2008-0268866. AFFECTS PARCEL 3 (SHOWN HEREON)
41. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED SPECIAL WARRANTY DEED, RECORDED MARCH 27, 2008, DOCUMENT NO. 2008-0268867. AFFECTS PARCEL 3 (SHOWN HEREON)
42. EASEMENT FOR ELECTRICAL AND TELECOMMUNICATION LINES, FACILITIES AND FIXTURES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED JUNE 6, 2011, DOCUMENT NO. 2011-0470629. AFFECTS PARCEL 3 (SHOWN HEREON)
43. EASEMENT FOR ELECTRICAL AND TELECOMMUNICATION LINES, FACILITIES AND FIXTURES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED SEPTEMBER 2, 2011, DOCUMENT NO. 2011-0735000. AFFECTS PARCEL 2 AND 3 (SHOWN HEREON)
44. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED WELL AGREEMENT AND EASEMENT, RECORDED DECEMBER 24, 2015, DOCUMENT NO. 20150908878. AFFECTS PARCEL 1 AND 2 (SHOWN HEREON)
45. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED EASEMENT AGREEMENT FOR INGRESS AND EGRESS, RECORDED DECEMBER 24, 2015, DOCUMENT NO. 20150908879. AFFECTS PARCEL 1, 2 AND 3. (SHOWN HEREON)
46. EASEMENT FOR INGRESS AND EGRESS AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED DECEMBER 24, 2015, DOCUMENT NO. 20150908880. (SHOWN HEREON)
47. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR ELECTRIC SERVICE, RECORDED MAY 23, 2016, DOCUMENT NO. 20160351174. (BLANKET IN NATURE)
48. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED RESOLUTION NO. 2011-4, RECORDED OCTOBER 4, 2016, DOCUMENT NO. 20160727473. (BLANKET IN NATURE)
49. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED ROAD FILE DECLARATIONS, RECORDED MARCH 23, 2018, DOCUMENT NO. 20180219675. (BLANKET IN NATURE)
50. EASEMENT FOR DRAINAGE AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED JUNE 8, 2018, DOCUMENT NO. 20180439686. (SHOWN HEREON)
51. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED MEMORANDUM OF PURCHASE AND SALE AGREEMENT, RECORDED JUNE 4, 2021, DOCUMENT NO. 20210620733. (BLANKET IN NATURE)
- FIRST AMENDMENT TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT RECORDED JUNE 25, 2024, DOCUMENT NO. 20240338849 (BLANKET IN NATURE)
52. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR ELECTRIC SERVICE, RECORDED JUNE 11, 2021, DOCUMENT NO. 20210646139. (BLANKET IN NATURE)
53. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR ELECTRIC SERVICE, RECORDED JUNE 11, 2021, DOCUMENT NO. 20210646144. (BLANKET IN NATURE)
54. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED ANNEXATION PETITION, RECORDED JUNE 21, 2021, DOCUMENT NO. 20210677568. (BLANKET IN NATURE)
55. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED ANNEXATION ORDINANCE NO. 21-06, RECORDED SEPTEMBER 27, 2021, DOCUMENT NO. 20211039362. (BLANKET IN NATURE)
56. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED ROAD FILE AND RESOLUTION, RECORDED MAY 18, 2023, DOCUMENT NO. 20230257192.
57. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED ZONING ORDINANCE NO. 24-05, RECORDED SEPTEMBER 18, 2024, DOCUMENT NO. 20240496560. (BLANKET IN NATURE)
58. ANY FACTS ABOUT THE LAND THAT A CORRECT SURVEY WOULD DISCLOSE AND THAT ARE NOT SHOWN BY THE PUBLIC RECORDS. (BLANKET IN NATURE)
59. RIGHTS OF PARTIES IN POSSESSION.
NOTE: THIS EXCEPTION MAY BE MADE MORE SPECIFIC UPON OUR EXAMINATION OF DOCUMENTS WHICH ENTITLE THE OCCUPANTS TO POSSESSION. (BLANKET IN NATURE)

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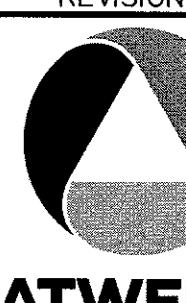
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MESA, AZ 85206

480.218.8831

ATWELL
SONORAN ALTA #2
TOWN OF GILA BEND, ARIZONA

JUNE 2025
REVISIONS:



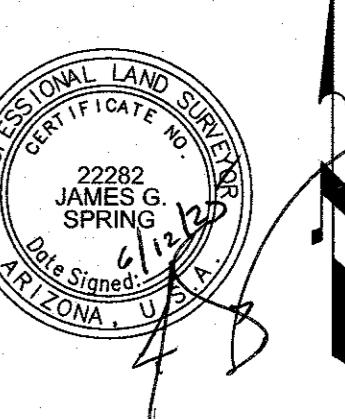
ATWELL

PM. J. SPRING
DR. R.G. & T.C.JOB NO. 2404733.02
PRODUCT. AS

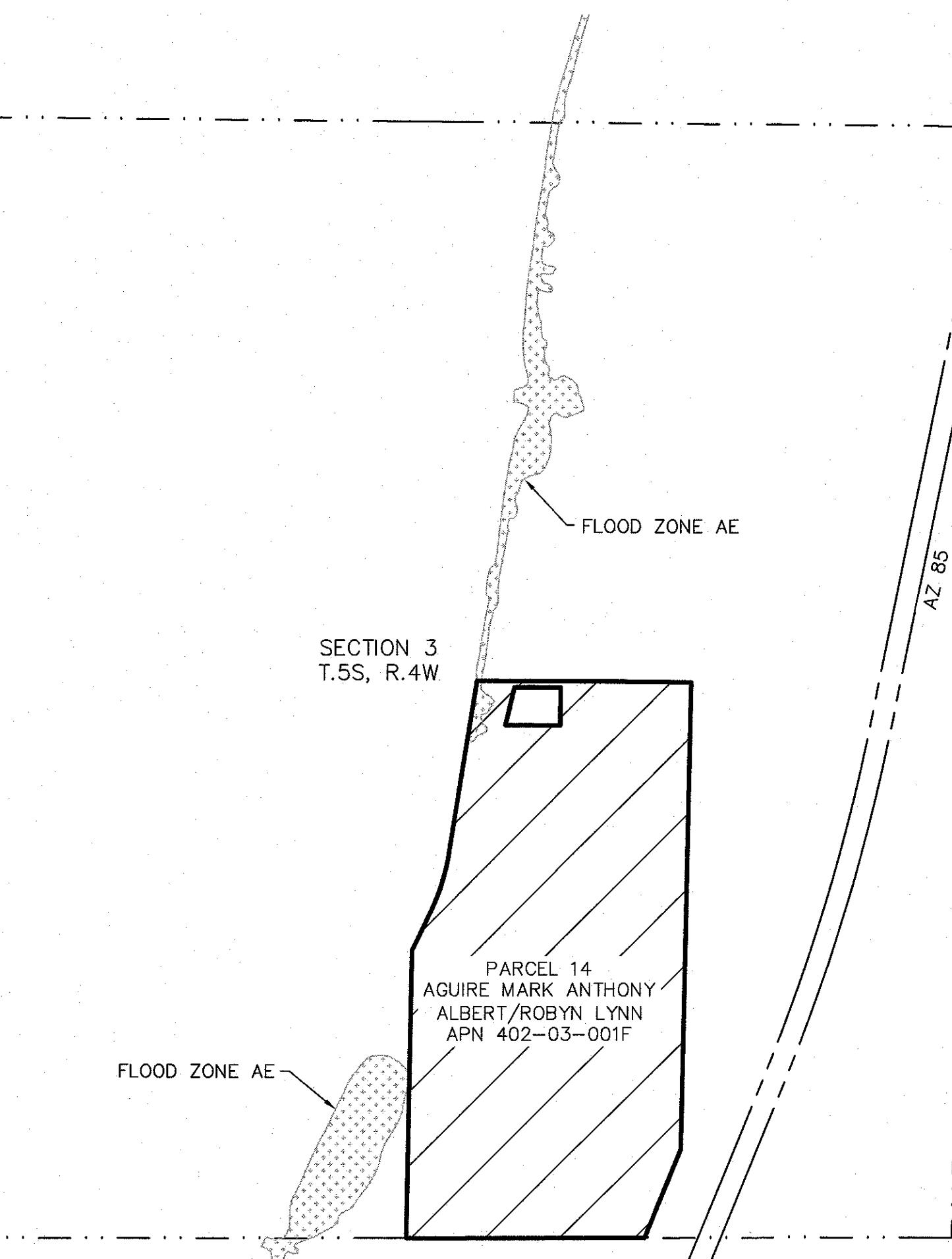
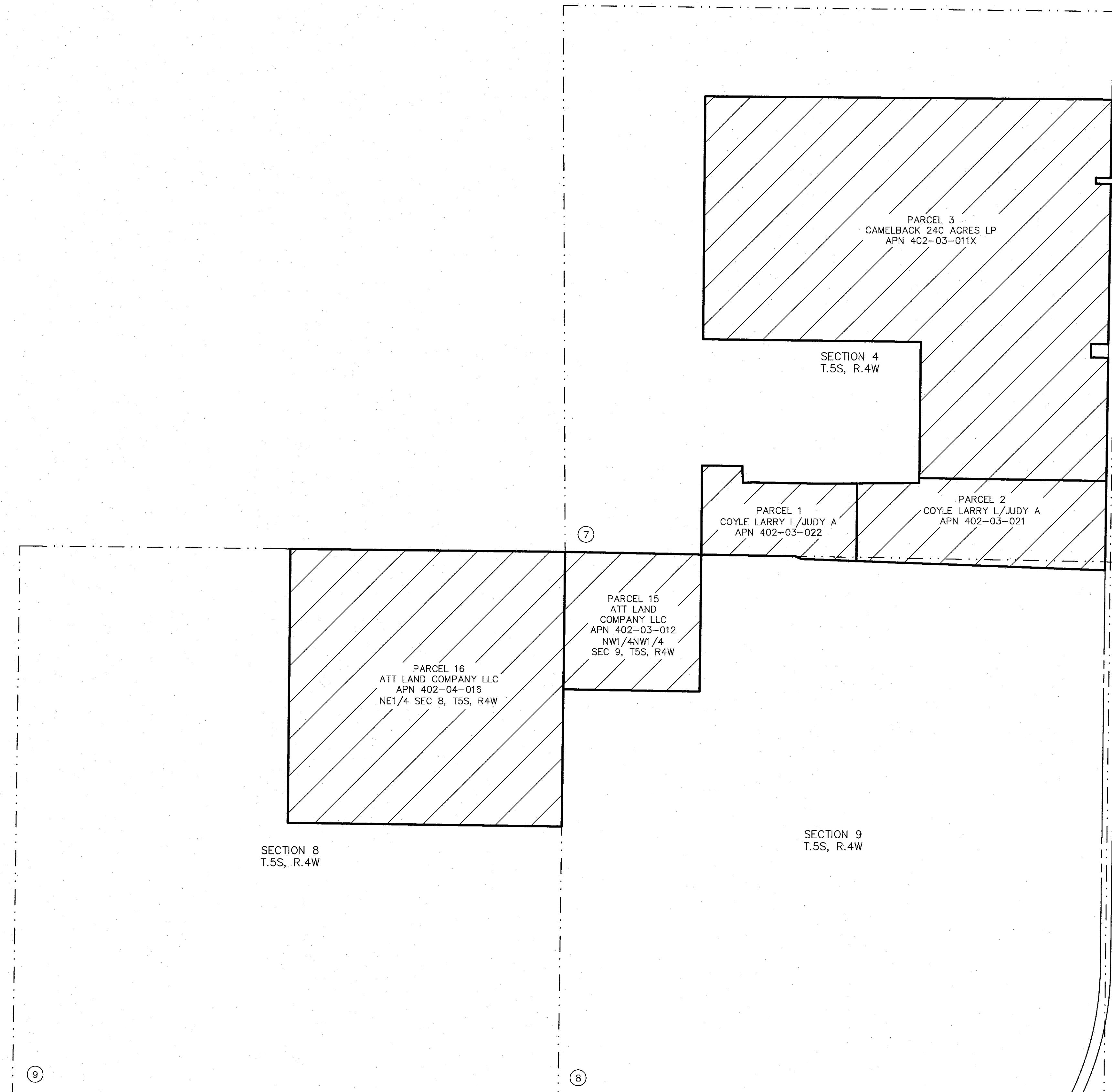
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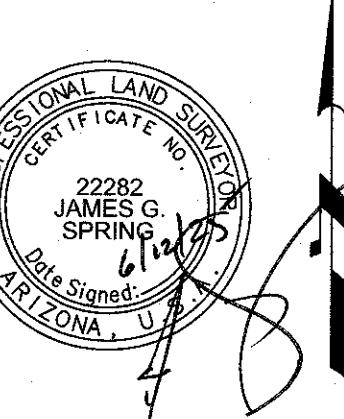
4 OF 9



"KEY MAP"

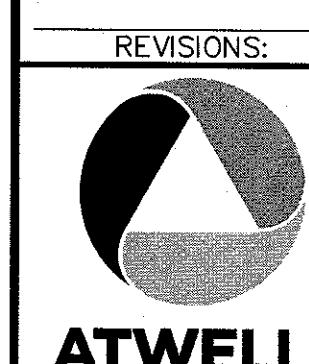


○ CIRCLES DELINEATE SHEET NUMBERS



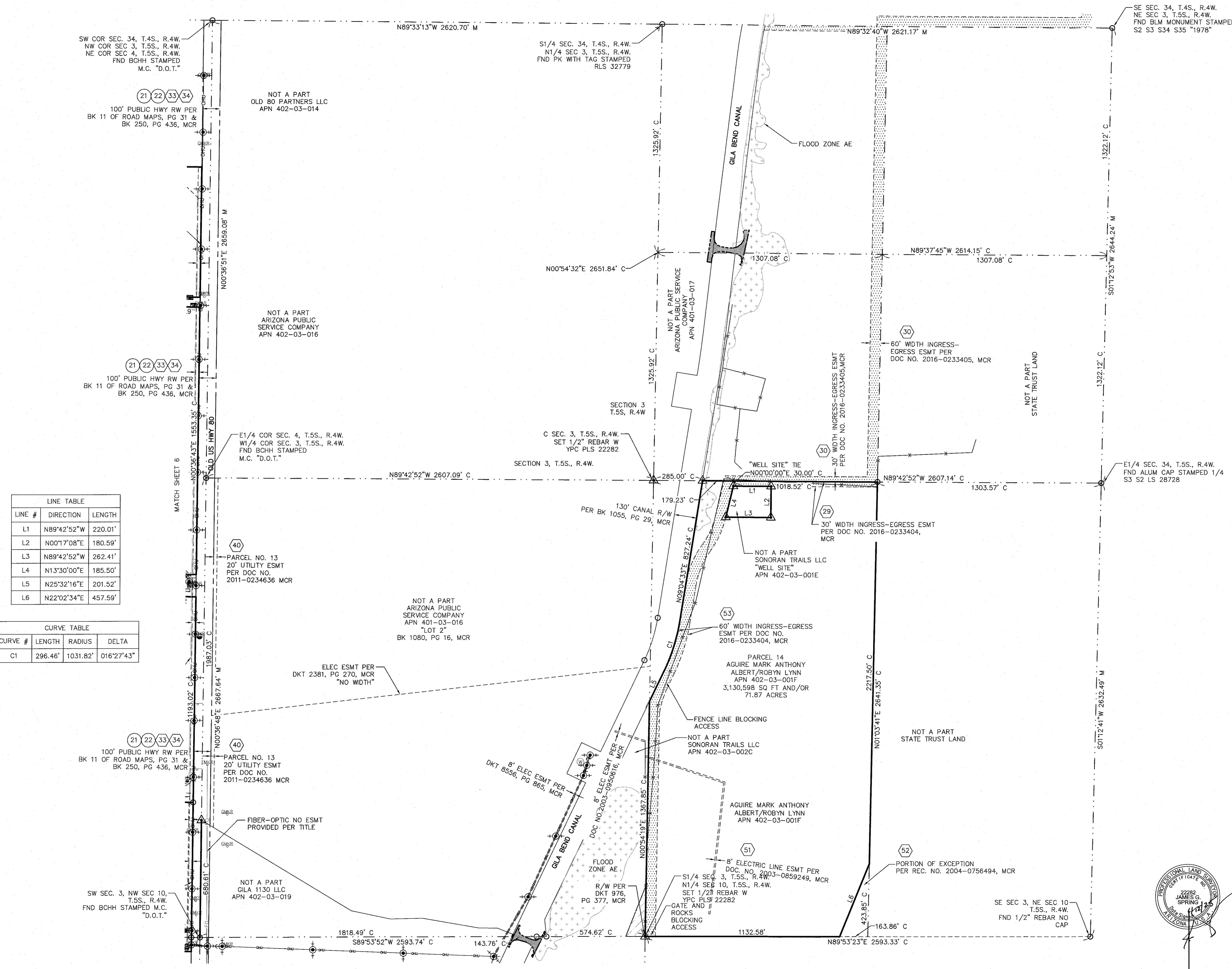
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MESA, AZ 85206
SECTION: 3, 4, 8 & 9
TOWNSHIP: 5, SOUTH
RANGE: 4, WEST

ALTA/NSPS LAND TITLE SURVEY
JUNE 2025
SONORAN ALTA #2
TOWN OF GILA BEND, ARIZONA



ATWELL

PM. J. SPRING
DR. R.G. & T.C.
JOB NO. 24004733.02
PRODUCT. AS
SCALE 0 300 600
1" = 600 FEET
24004733.02 LONGROAD 3RD SITE ALTA/D
SHEET NO.
5 OF 9



COUNTY: MARICOPA
SECTION: 3, 4, 8 &
TOWNSHIP: 5 SOUTH
RANGE: 4 WEST

SONORAN ALTA #2
TOWN OF GILA BEND, ARIZONA

JUNE 2025

REVISIONS:

ATWELL

J. SPRING

R.G. & T.C.

B NO.24004733.01

ODUCT. AS

SCALE 0 125 250

959 FEE

= 250 FEE

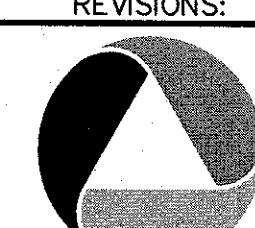
04733.02 LONGROAD 3RD SITE ALTA

1980.82 ECONOMIC AND SOCIAL REPORT

MEET
NO.

6 OF 9

1. *What is the primary purpose of the study?*

SONORAN ALTA #2	
TOWN OF GILA BEND, ARIZONA	
ALTA/NSPS LAND TITLE S	
JUNE 2025	
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REVISIONS:	
	
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PM. J. SPRING	
DR. R.G. & T.C.	
JOB NO. 24004733.02	
PRODUCT. AS	
SCALE 0 125 250	
1" = 250 FEET	
24004733.02 LONGROAD 3RD SITE ALTA.	
SHEET NO.	
7 OF 9	

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ALTA/NSPS LAND TITLE SURVEY SONORAN TRAILS

LOCATED IN A PORTION OF
SECTIONS 22, 27 AND 34, TOWNSHIP 4 SOUTH, RANGE 4 WEST AND
SECTIONS 3 AND 10, TOWNSHIP 5 SOUTH, RANGE 4 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

TITLE REFERENCE

THIS SURVEY IS BASED UPON THE COMMITMENT FOR TITLE INSURANCE
PREPARED BY STEWART TITLE GUARANTY COMPANY, ORDER NO. 244AZ2632
DATED JULY 18, 2024 AT 8:00 AM

ATWELL LLC HAS RELIED SOLELY UPON THE INFORMATION CONTAINED WITHIN THE COMMITMENT OF
TITLE REPORT AND SCHEDULE B DOCUMENTS PROVIDED BY STEWART TITLE GUARANTY COMPANY AS
LISTED HEREON. ATWELL LLC AND JAMES G. SPRING (PLS.) MAKE NO STATEMENT AS TO THE
ACCURACY OR COMPLETENESS OF THE SUBJECT REPORT.

LEGAL DESCRIPTION

SEE SHEET 2

SCHEDULE B DOCUMENTS

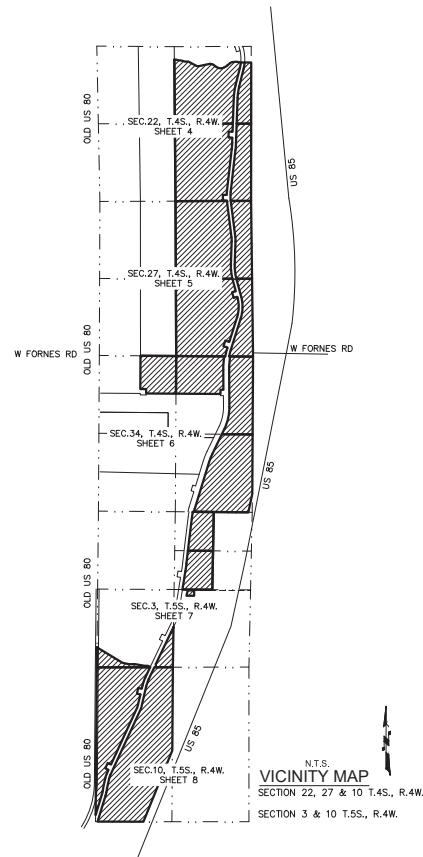
SEE SHEET 3

ALTA/NSPS TABLE "A" ITEMS

- MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER.
- ADDRESSES OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. ADDRESS NOT RECEIVED FROM CLIENT.
- SUBJECT PROPERTY LIES IN ZONE "X" (OTHER FLOOD AREAS) AND PORTIONS LIE IN ZONE AE AS PER FEMA FLOOD INSURANCE RATE MAP (FIRMAP) FOR MARICOPA COUNTY - MARICOPA COUNTY, NUMBER 040037, PANEL 3320 SUFFIX 1, EFFECTIVE DATE OCTOBER 16, 2013.
- GROSS LAND AREA = 1132.610 ACRES: AND/OR 49,336,498 SQUARE FEET:.
NET LAND AREA = 1103.944 ACRES: AND/OR 48,087,831 SQUARE FEET:.
- SUBSTANTIAL FEATURES WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK SHOWN HEREON. RANDOM FENCE LINES THAT DO NOT REPRESENT THE DESCRIBED BOUNDARY. RANDOM POWER LINES TO WELL SITES WITHOUT DESCRIPTIONS.
- THE LOCATION OF THE UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY WERE DETERMINED BY OBSERVED EVIDENCE COLLECTED PURSUANT TO SECTION 5.E.IV.
- NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS SHOWN HEREON.
- NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE HAS BEEN NO FIELD DELINEATION OF WETLANDS RECEIVED BY A QUALIFIED SPECIALIST.

SURVEYOR NOTES

- SCHEDULE B DOCUMENT NO. 39, BK 1080 OF MAPS, PAGE 16 SHOWS AN ELECTRIC EASEMENT OVER PARCEL 4 BEING DKT 2471, PG 61. THIS WAS NOT PROVIDED AS A PART OF TITLE AND CANNOT BE PULLED FROM COUNTY RECORDS.
- PER THE ATTACHED ALTA SURVEY THERE ARE NUMEROUS OVERHEAD ELECTRIC EASEMENTS THAT MEANDER THROUGH THE PARCELS OR ADJACENT TO THE CANAL BOUNDARIES THAT MAY NOT HAVE DEDICATED EASEMENTS ALONG THEIR CORRIDORS.
- PER THE ATTACHED ALTA SURVEY THERE ARE NUMEROUS CROSSOVERS ALONG THE CANAL TO ACCESS EACH SIDE OF THE PARCEL. THE SURVEYOR IS UNAWARE OF ANY INGRESS-EGRESS EASEMENTS TO THESE CROSSOVERS OR INGRESS-EGRESS EASEMENTS FOR THE CROSSOVERS THEMSELVES.
- PARCEL 9 BEING THE "WELL SITE" HAS NUMEROUS INGRESS-EGRESS EASEMENTS TO GET INTO THE SUBJECT PARCEL. THERE ARE EXISTING FENCES SURROUNDING THIS AREA THAT BELONG TO THE PERSONS LAND WHO CONVEYED THIS PARCEL WHICH ARE BLOCKING ACCESS TO SAID "WELL SITE".
- *THERE ARE NUMEROUS ELECTRIC EASEMENTS WITHIN THIS SUBJECT BOUNDARY THAT DO NOT HAVE A DESIGNATED EASEMENT PER TITLE. A PRESUMPTIVE EASEMENT OF 8' LYING 4' ON THE CENTERLINE OF THE BOUNDARY HAS BEEN PROVIDED AND FOR THE PURPOSES OF THIS ALTA SURVEY TO EITHER ASCERTAIN SAID EASEMENT OF RECORD OR TO INFORM OWNER OF UTILITY THAT AN EASEMENT WILL NEED TO BE PROVIDED OR WILL BE SUBJECT TO REMOVAL FROM CURRENT OWNER.
- **THERE ARE NUMEROUS ELECTRIC EASEMENTS WITHIN THIS SUBJECT BOUNDARY THAT DO NOT HAVE A DESIGNATED EASEMENT PER TITLE. A PRESUMPTIVE EASEMENT OF 8' LYING 4' ON THE CENTERLINE OF THE BOUNDARY HAS BEEN PROVIDED AND FOR THE PURPOSES OF THIS ALTA SURVEY TO EITHER ASCERTAIN SAID EASEMENT OF RECORD OR TO INFORM OWNER OF UTILITY THAT AN EASEMENT WILL NEED TO BE PROVIDED OR WILL BE SUBJECT TO REMOVAL FROM CURRENT OWNER.
- ELECTRICAL EASEMENT DKT 2381, PG 270 IS BELIEVED TO BE IN ERROR ON THE DIRECTION OF THE EASEMENT. RECORD SHOWS THAT THE BEARING OF THE LINE FROM THE WEST END OF THE SECTION 3 BOUNDARY WHICH IS THE LINE OF THE EASEMENT INTO SECTION 4. WE BELIEVE THE INTENT OF THE EASEMENT IS TO BE WITHIN THE SW 1/4 OF SECTION 3 BY ITS BOUNDING LINES. EASEMENT HAS BEEN PLOTTED WITHIN THIS SURVEY USING A BEARING OF "N83°35'E" ESTABLISHMENT OF THE TRUE EASEMENT AND ITS INTENT WILL NEED TO BE DECIDED BY THE USER OF EASEMENT.



PROJECT AREAS

DESCRIPTION	ACRES	SQUARE FOOT
GROSS AREA	1132.610	49,336,498
RIGHT OF WAYS	9.992	435,254
EASEMENT AREA OF RECORD	14.272	621,725
GAS LINE EASEMENT AREA	4.398	191,557
*PRESUMPTIVE EASEMENT AREA	1.336	58,204
**PRESUMPTIVE EASEMENT AREA	1.688	73,515
NET AREA	1100.924	47,956,243

*PRESUMPTIVE EASEMENT SEE SURVEY NOTE NO. 6

**PRESUMPTIVE EASEMENT SEE SURVEY NOTE NO. 7

GENERAL NOTES

- THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT ALL OF THE UNDERGROUND UTILITIES SHOWN COMprise ALL IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE LOCATION INDICATED. THE SURVEYOR'S CERTIFICATION IS NOT PROVIDED AS ACCURATE AS POSSIBLE FROM THE INFORMATION PROVIDED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES.
- DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF SURVEY, AND TO THOSE PARTIES LISTED IN THE SURVEYOR'S CERTIFICATION.
- THIS SURVEY IS VALID ONLY WHEN BEARING THE SEAL AND SIGNATURE OF SURVEYOR.
- THIS SURVEY IS BASED ON FIELD WORK PERFORMED BY ATWELL DURING THE MONTH OF SEPTEMBER. SITE CONDITIONS THAT MAY HAVE CHANGED SUBSEQUENT TO FIELD WORK WILL NOT BE REFLECTED HEREON.
- BEARINGS, DISTANCES AND CURVATURE DATA SHOWN HEREON ARE MEASURED VALUES UNLESS SPECIFIED OTHERWISE.

BASIS OF BEARING

BASIS OF BEARING IS ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 3, T.5S, R.4W. BEING N00°36'51"E WITH A DISTANCE OF 2659.08 FEET.

REFERENCE DOCUMENTS

- FINAL PLAT, "COTTON CENTER 2", RECORDED IN BK 1080 OF MAPS, PG 16, RECORDS OF MARICOPA COUNTY.
- RESULT OF SURVEY, "SONORAN HILLS", BK 1055, PG 21, RECORDS OF MARICOPA COUNTY.
- MINOR LAND DIVISION BK 1251, PG 30, RECORDS OF MARICOPA COUNTY.
- RESULTS OF SURVEY - SONORAN TRAILS, BK 1055, PG 29, RECORDS OF MARICOPA COUNTY.
- FINAL PLAT FOR "COTTON CENTER ONE", BK 1070, PG 13, RECORDS OF MARICOPA COUNTY.
- MINOR LAND DIVISION BK 1251, PG 30, RECORDS OF MARICOPA COUNTY.

SURVEYOR'S CERTIFICATION:

TO:

- LSH LAND HOLDINGS, LLC.
- GILA 1130, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY.
- STEWART TITLE GUARANTY COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 11, 13, 16 AND 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 20TH OF 2020.

DATE OF MAP: SEPTEMBER 10, 2024

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 E. SOUTHERN AVE
MESA, AZ 85206

NOTE

A.R.S. § 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.



RECEIVED
09-10-2024
JAMES G. SPRING
ATWELL, LLC
4700 E. SOUTHERN AVE
MESA, AZ 85206

RECEIVED
09-10-2024
JAMES G. SPRING
ATWELL, LLC
4700 E. SOUTHERN AVE
MESA, AZ 85206



ALTA/NSPS LAND TITLE SURVEY
LONGROAD ENERGY
SONORAN ALTA
MARICOPA COUNTY, ARIZONA

SEPTEMBER 2024



REVISIONS:

SCHEDULE B DOCUMENTS

1. ANY DEFECT, LIEU, ENCUMBRANCE, DEASE, CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BEFORE THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART ONE, REQUIREMENTS ARE MET. (BLANKET IN NATURE)

2. TAXES AND ASSESSMENTS, WHETHER OR NOT MADE, AS EXISTING LIENS ON REAL PROPERTY OR ANY TAXING AUTHORITY THAT LEAVES OVERLAPPING LIENS ON REAL PROPERTY OR BY THE PUBLIC RECORDS. (BLANKET IN NATURE)

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. (BLANKET IN NATURE)

3. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF. (BLANKET IN NATURE)

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

5. DISPARCITIES, 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. (BLANKET IN NATURE)

6. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER. (BLANKET IN NATURE)

7. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HERAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (BLANKET IN NATURE)

EXCEPTIONS ABOVE WILL BE ELIMINATED FROM ANY ALTA, EXTENDED COVERAGE POLICY, ALTA, HOMEOWNER'S POLICY, ALTA, EXPANDED COVERAGE RESIDENTIAL LOAN POLICY, AND ANY SHAW FORM VERSION THEREOF, HOWEVER, THE SAME OR SIMILAR EXCEPTIONS WILL MAKE UP PART B OF THOSE POLICIES IN CONFORMITY WITH SCHEDULE B, PART TWO OF THIS COMMITMENT.

8. TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LIEN NOT YET DUE AND PAYABLE FOR THE YEAR 2024. (BLANKET IN NATURE)

9. LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF ITS INCLUSION WITHIN PALOMA IRRIGATION AND DRAINAGE DISTRICT. (BLANKET IN NATURE)

10. LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF ITS INCLUSION WITHIN WOOLSEY FLOOD CONTROL DISTRICT (PKA) LITTLE RAINBOW VALLEY FLOOD CONTROL DISTRICT (85-064326). (BLANKET IN NATURE)

11. RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF. (BLANKET IN NATURE)

12. WATER RIGHTS, CLAIMS OR TITLE TO WATER, AND AGREEMENTS, COVENANTS, CONDITIONS OR RESTRICTIONS, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. THIS EXCEPTION IS NOT LIMITED BY REASON OF THE DISCLOSURE OF ANY MATTER RELATING TO WATER RIGHTS AS MAY BE SET FORTH ELSEWHERE IN SCHEDULE B. (BLANKET IN NATURE)

13. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNEOUS, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL, AND OTHER MINERALS, WHETHER EXISTING OR BURIED, WHETHER OWNED BY THE LANDOWNER OR BY OTHERS, WHETHER IN THE SOIL OR IN THE ROCK, WHETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE OTHER OWNERSHIP INTERESTS OR RESERVATIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. (BLANKET IN NATURE)

14. EASEMENT FOR ELECTRIC LINES AND APPURTENANCES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS DOCKET 2381, PAGE 268. (AFFECTS PARCEL NO. 11) (SHOWS HEREON) (NO WIDTH PROVIDED)

15. EASEMENT FOR ELECTRIC LINES AND APPURTENANCES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS DOCKET 11397, PAGE 75. (AFFECTS PARCEL NO. 11) (SHOWS HEREON)

16. THE RIGHT OF ENTRY TO PROSPECT FOR, MINE AND REMOVE THE MINERALS IN SAID LAND, AS SET FORTH IN RECORDED AS DOCKET 1394, PAGE 289. (AFFECTS PARCEL NOS. 1, 2, 4, 7 AND 8) (BLANKET IN NATURE)

17. EASEMENT FOR ELECTRIC LINES AND APPURTENANCES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS DOCKET 15631, PAGE 1139. (AFFECTS PARCEL NO. 11) (SHOWS HEREON)

18. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED WATER AND WATER RIGHT AGREEMENT, RECORDED DECEMBER 28, 2007 AS 001-082943, OF OFFICIAL RECORDS, DEED AND ASSIGNMENT OF WATER RIGHT NUMBER 13, 1998 AS 93-22944, OF OFFICIAL RECORDS, DEED AND ASSIGNMENT OF BENEFICIAL INTEREST RECORDED JUNE 16, 1994 AS 94-044785, OF OFFICIAL RECORDS. JUDGEMENT RECORDED NOVEMBER 26, 1997 AS 001-082944, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 11) (SHOWS HEREON) (AFFECTS PARCEL NOS. 1, 2, 4, 5, 6, 7 AND 8) (BLANKET IN NATURE)

19. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, INCLUDING BUT NOT LIMITED TO ANY RECITALS CREATING EASEMENTS, LIABILITIES, OBLIGATIONS OR PARTY WALLS CRIGIN CONTAINED IN INSTRUMENT RECORDED AS 2001-0829447, OF OFFICIAL RECORDS, FIRST AMENDMENT RECORDED AS 2001-0829448, OF OFFICIAL RECORDS AND RE-RECORDED AS 2001-0829449, OF OFFICIAL RECORDS. (AFFECTS PARCEL NOS. 1, 2, 4, 5, 6, 7 AND 8) (BLANKET IN NATURE)

20. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED AGREEMENT FOR ELECTRIC SERVICE WITH BLOCK 1 CUSTOMERS, RECORDED MARCH 26, 2002 AS 2002-0302415, OF OFFICIAL RECORDS. (AFFECTS PARCEL NOS. 1 AND 2) (BLANKET IN NATURE)

21. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED DISTRICT DEVELOPMENT, FINANCIAL PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT, RECORDED OCTOBER 11, 2007 AS 2007-1113614, OF OFFICIAL RECORDS. (AFFECTS PARCEL NOS. 1, 2, 3, 4, 5, 6, 7 AND 8) (BLANKET IN NATURE)

22. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED RESOLUTION NO. 07-18, RECORDED DECEMBER 04, 2007 AS 2007-1276490, OF OFFICIAL RECORDS. (AFFECTS PARCEL NOS. 1, 2, 3, 4, 6, 7 AND 8) (BLANKET IN NATURE)

EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS, SET-BACK LINES AND ALL OTHER RECORDS SET FORTH IN THIS AGREEMENT ARE BOOK 1070 OF MAPS, PAGE 13. (AFFECTS PARCEL NO. 1) (SHOWS HEREON)

TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED EASEMENT AGREEMENT, RECORDED NOVEMBER 12, 2010 AS 2010-0390839, OF OFFICIAL RECORDS. (SHOWS HEREON)

TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED EASEMENT AGREEMENT, RECORDED NOVEMBER 12, 2010 AS 2010-0390840, OF OFFICIAL RECORDS. (SHOWS HEREON)

SCHEDULE B DOCUMENTS

16. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED EASEMENT AGREEMENT, RECORDED DECEMBER 07, 2015 AS 2015-0865912, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 1) (SHOWN HEREON)

17. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED EASEMENT AGREEMENT, RECORDED APRIL 08, 2016 AS 2016-0865914, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 1) (SHOWN HEREON)

18. EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS, SET-BACK LINES AND ALL OTHER MATTERS AS SET FORTH ON THE PLAT RECORDED AS BOOK 1231 OF MAPS, PAGE 30. (AFFECTS PARCEL NO. 1) (SHOWN HEREON)

19. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED EASEMENT AGREEMENT, RECORDED APRIL 08, 2016 AS 2016-0233404, OF OFFICIAL RECORDS. (AFFECTS PARCEL NOS. 2, 3, 4, 5, 6 AND 9) (SHOWN HEREON)

20. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED EASEMENT AGREEMENT, RECORDED APRIL 08, 2016 AS 2016-0233405, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 2 AND 3) (SHOWN HEREON)

21. EASEMENT FOR HIGHWAY AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS DOCKET 976, PAGE 373. (AFFECTS PARCEL NOS. 3, 5 AND 6) (SHOWN HEREON)

22. EASEMENT FOR INGRESS AND EGRESS AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS 2001-0596640, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 3) (SHOWN HEREON)

23. EASEMENT FOR PUBLIC HIGHWAY AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS BOOK 250 OF DEEDS, PAGE 436. (AFFECTS PARCEL NO. 4) (SHOWN HEREON)

24. RIGHT OF WAY FOR ROAD SHOWN ON MAP RECORDED IN BOOK 11 OF ROAD MAPS, PAGE 31. (AFFECTS PARCEL NO. 4) (SHOWN HEREON)

25. EASEMENT FOR ELECTRIC LINES AND APPURTENANCES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS DOCKET 2471, PAGE 63. (AFFECTS PARCEL NO. 4) (SHOWN HEREON)

26. EASEMENT FOR ELECTRIC LINES AND APPURTENANCES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS DOCKET 2471, PAGE 65. (AFFECTS PARCEL NO. 4) (SHOWN HEREON)

27. EASEMENT FOR ELECTRIC LINES AND APPURTENANCES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS DOCKET 8556, PAGE 865. (AFFECTS PARCEL NO. 4) (SHOWN HEREON)

28. EASEMENT FOR NATURAL GAS PIPELINE AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS 2001-0092967, OF OFFICIAL RECORDS, FIRST AMENDMENT RECORDED AS 2002-0110446, OF OFFICIAL RECORDS AND SECOND AMENDMENT RECORDED AS 2002-1104466, OF OFFICIAL RECORDS. (AFFECTS PARCEL NOS. 4, 5 AND 6) (SHOWN HEREON)

29. EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS, SET-BACK LINES AND ALL OTHER MATTERS AS SET FORTH ON THE PLAT RECORDED AS BOOK 1080 OF MAPS, PAGE 16. (AFFECTS PARCEL NO. 4) (SHOWN HEREON)

30. TERMS AND CONDITIONS AS CONTAINED IN INSTRUMENT ENTITLED EASEMENT AGREEMENT, RECORDED MARCH 18, 2011 AS 2011-0234436, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 4) (SHOWN HEREON)

41. COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED AS 2001-1218320, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 5) (BLANKET IN NATURE)

42. EASEMENT FOR ELECTRIC LINES AND APPURTENANCES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS 2003-0905016, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 6) (SHOWN HEREON)

43. COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED AS 2002-0812606, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 7 AND 8) (BLANKET IN NATURE)

44. EASEMENT FOR ELECTRIC AND INSTRUMENT RECORDED AS 2020-0430016, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 8) (SHOWN HEREON)

45. EASEMENT FOR ROAD AND APPURTENANCES FACILITIES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED AS 2020-0499863, OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 8) (SHOWN HEREON)

46. ANY FACTS ABOUT THE LAND THAT A CORRECT SURVEY WOULD DISCLOSE AND THAT ARE NOT SHOWN BY THE PUBLIC RECORDS. (BLANKET IN NATURE)

47. PURCHASER ACKNOWLEDGES THAT THIS EXPLANATION MAY BECOME MORE SPECIFIC UPON OUR EXAMINATION OF DOCUMENTS WHICH ENTITLE THE OCCURRANTS TO POSSESSION. (BLANKET IN NATURE)

46. ANT FACTS ABOUT THE LAND THAT A CORRECT SURVEY WOULD DISCLOSE AND THAT ARE NOT SHOWN BY THE PUBLIC RECORDS. (BLANKET IN NATURE)

47. RIGHTS OF PARTIES IN POSSESSION.
NOTE: THIS EXCEPTION MAY BE MADE MORE SPECIFIC UPON OUR EXAMINATION OF DOCUMENTS WHICH ENTITLE THE OCCUPANTS TO POSSESSION. (BLANKET IN NATURE)

ALTA/NSPS LAND TITLE SURVEY
LONGROAD ENERGY
Sonoran Alta
MARICOPA COUNTY, ARIZONA

SEPTEMBER 2024

REVISIONS:



ATWELL
PM. J. SPRING
DR. R. GILES
JOB NO.
24004733

N.T.S.

24004753 LONGROAD ENERGY SONDRAH TRAILS A

SHEET
NO.

SHEET
NO.
3 OF 8

N1/4 SEC. 22, T.4S., R.4W.
FND 5/8" REBAR NO CAP" ERODED
SHOWN FOR A TIE NOT A PART OF
THIS BOUNDARY SURVEY

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N77*2740" W	164.33"	L12	S140*543" W	607.34"
L2	N87*0212" W	75.33"	L13	S020*27" W	1164.50
L3	N74*5743" W	149.29"	L4	S87*5733" E	131.52
L4	S87*0706" W	94.74"	L15	N020*27" E	200.00
L5	N61*4323" W	318.25"	L16	N67*5733" E	131.52
L6	S78*0839" W	370.56"	L7	S020*27" W	176.53"
L7	N55*0825" W	117.72"	L18	S062813" W	1451.29
L8	S49*2712" W	122.06"	L19	S062813" W	1451.29
L9	S84*3244" W	128.82"	L20	S020*27" W	1541.03
L10	N79*4343" W	150.87"	L21	S140*543" W	607.34"
L11	S89*5718" W	225.13"			

W1/4 SEC. 22, T.4S., R.4W.
FND BC FLUSH OBLITERATED
SHOWN FOR A TIE NOT A PART OF
THIS BOUNDARY SURVEY

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELT A
C1	69.80'	100.00'	039'59"33"
C2	154.91'	190.00'	046'42"51"
C3	257.59'	266.73'	059'15"57"
C4	148.05'	422.60'	020'04"21"
C5	104.12'	170.00'	035'05"31"
C6	197.36'	227.81'	008'05"59"
C7	419.62'	1994.49'	012'03"06"
C8	225.90'	2922.00'	004'25"46"
C9	105.87'	1344.07'	004'30"47"
C10	289.66'	1214.07'	013'40"22"
C11	235.95'	3052.00'	004'25"46"
C12	392.27'	1864.49'	012'03"06"
C13	229.27'	1407.81'	009'19"51"

SW SEC. 22, NW SEC. 27
T.4S., R.4W.
FND BCHH STAMPED M.C. "D.O.T."

NOT A PART
BFD LAND LLC

N1/4 SEC. 22, T.4S., R.4W.
FND 5/8" REBAR NO CAP

NE SEC. 22, T.4S., R.4W.
FND BLM MONUMENT STAMPED S14, S15, S22 & S23
RLS 12213 "2007"

589'45"26'W 2625.37' M

NOT A PART
COVANO AND
SUSAN DELONG
FAMILY TRUST
APN 401-74-003K

NOT A PART
EXCEPTION TO
PARCEL 7
PALOMA IRRIGATION &
DRAINAGE DISTRICT
APN 401-74-003G

NOT A PART
PALOMA IRRIGATION &
DRAINAGE DISTRICT
APN 401-74-003M

NOT A PART
BUREAU LAND
MANAGEMENT

NOT A PART
STATE TRUST LAND

PER BK 1055, PG 29, R/W, M.C.R.

PARCEL 7
GLA 1130 L.C.
APN 401-74-003P
"NO BLDGS ON-SITE"
AREA=263.903 AC
11,495,609 S.F.

C SEC. 22, T.4S., R.4W.
FND BLM MONUMENT STAMPED
C1/4 S22 "1978"

N89'57"10'E 2601.17' M

SECTION 22, T.4S., R.4W.

NOT A PART
EXCEPTION TO PARCEL 7
PALOMA IRRIGATION &
DRAINAGE DISTRICT
APN 401-74-003H

OVERHEAD ELEC NO ESMT
PROVIDED PER TITLE

PARCEL 7
GLA 1130 L.C.
APN 401-74-003P
"NO BLDGS ON-SITE"
AREA=263.903 AC
11,495,609 S.F.

**PRESUMPTIVE
8' ELEC ESMT

NOT A PART
PALOMA IRRIGATION &
DRAINAGE DISTRICT
APN 401-74-003E
CANAL SECTION TIES
SEE DETAIL THIS SHEET

PER BK 1055, PG 29, M.C.R.

FENCE LINE OLD ERODED

FLOOD ZONE AE

PARCEL 7
GLA 1130 L.C.
APN 401-74-003P
"NO BLDGS ON-SITE"
AREA=263.903 AC
11,495,609 S.F.

FLOOD ZONE AE

NOT A PART
STATE TRUST LAND

NOT A PART
STATE TRUST LAND

S1/4 SEC. 22, N1/4 SEC. 27
T.4S., R.4W.,
FND BLM MONUMENT STAMPED
1/4 S22-S27 "1978"

SE SEC. 22, NE SEC. 27
T.4S., R.4W.,
FND BLM MONUMENT STAMPED
S22, S23 S26 S27 "1978"

589'47"26'W 2577.62' M

LEGB

-----	SECTION LINE
-----	CENTERLINE
-----	RIGHT-OF-WAY LINE
-----	BOUNDARY LINE
-----	PARCEL LINE
-----	EXISTING EASEMENT
-----	BARBED WIRE FENCE
-----	UNDERGROUND GAS LINE
-----	OVERHEAD UTILITY LINE
-----	UNDERGROUND FIBER OPTICS
-----	-----
-----	CHAIN LINK FENCE
-----	-----
-----	FOUND MONUMENT SEE RECORDED SURVEY FOR DESCRIPTION
-----	SET 1/2" REBAR WITH YELLOW PLASTIC CAP PLS 22282
-----	-----
-----	POWER POLE
-----	GUY ANCHOR
-----	-----
-----	WATER WELL
-----	-----
-----	GAS MARKER
-----	-----
-----	FIBER OPTIC MARKER
-----	-----
-----	FLOOD ZONE AE
-----	-----
-----	CANAL CROSSOVER
-----	-----
-----	-----
T.	TOWNSHIP
R.	RANGE
(R)	RECORD BEARING AND OR DISTANCE
(M)	MEASURED BEARING AND OR DISTANCE
(C)	CALCULATED BEARING AND OR DISTANCE
PLS/LS	PROFESSIONAL LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
ESMT	EASEMENT
BK PG	BOOK PAGE
DOC	DOCUMENT
DKT	DOCKET
BC	BRASS CAP
MCHH	MONUMENT IN HANDHOLE
GLO	GENERAL LAND OFFICE
(X)	SCHEDULE BII REFERENCE NO.

ALTA/NSPS LAND TITLE SURVEY
LONGROAD ENERGY
SONORAN ALT

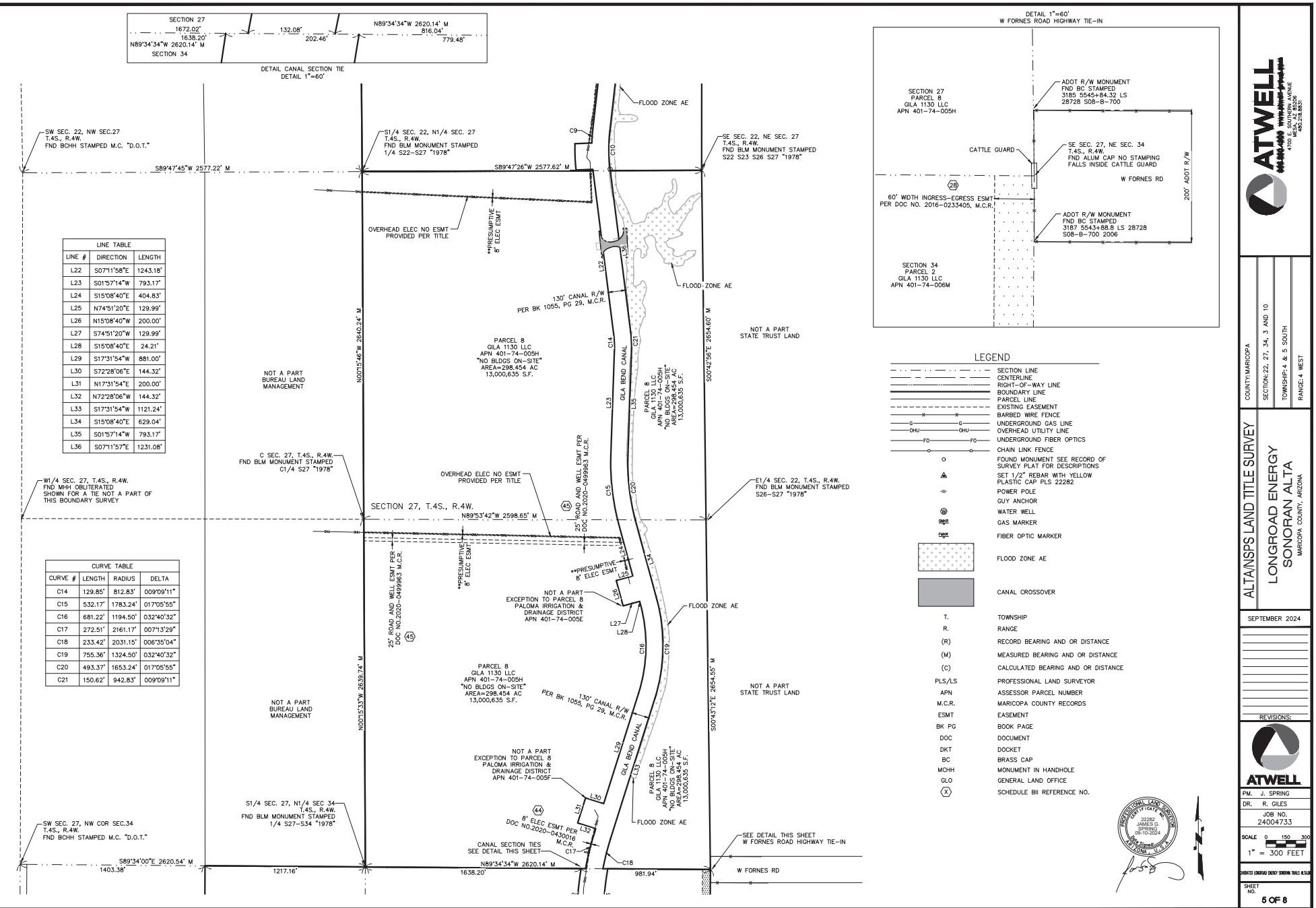
REVISIONS:

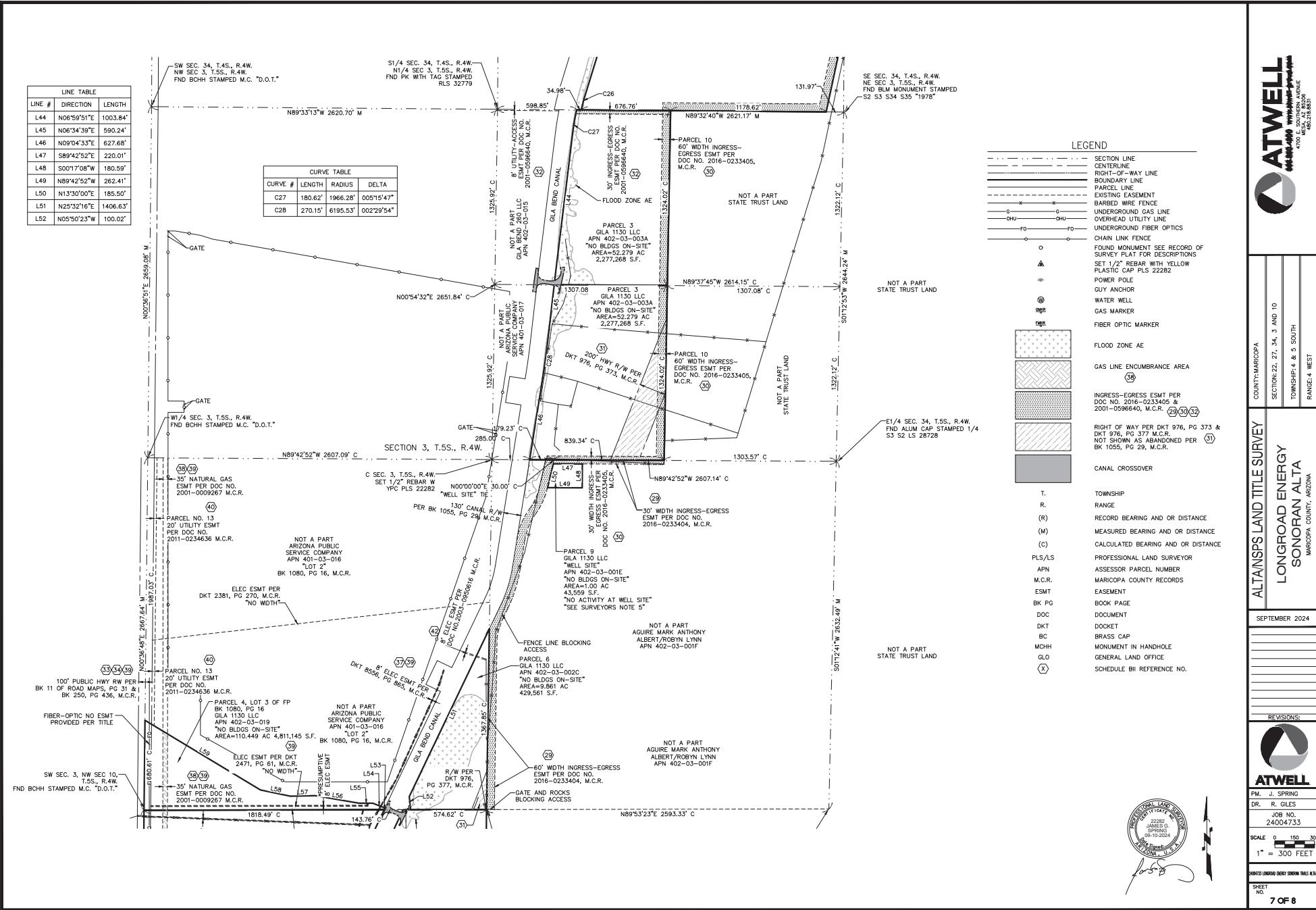
ATWELL

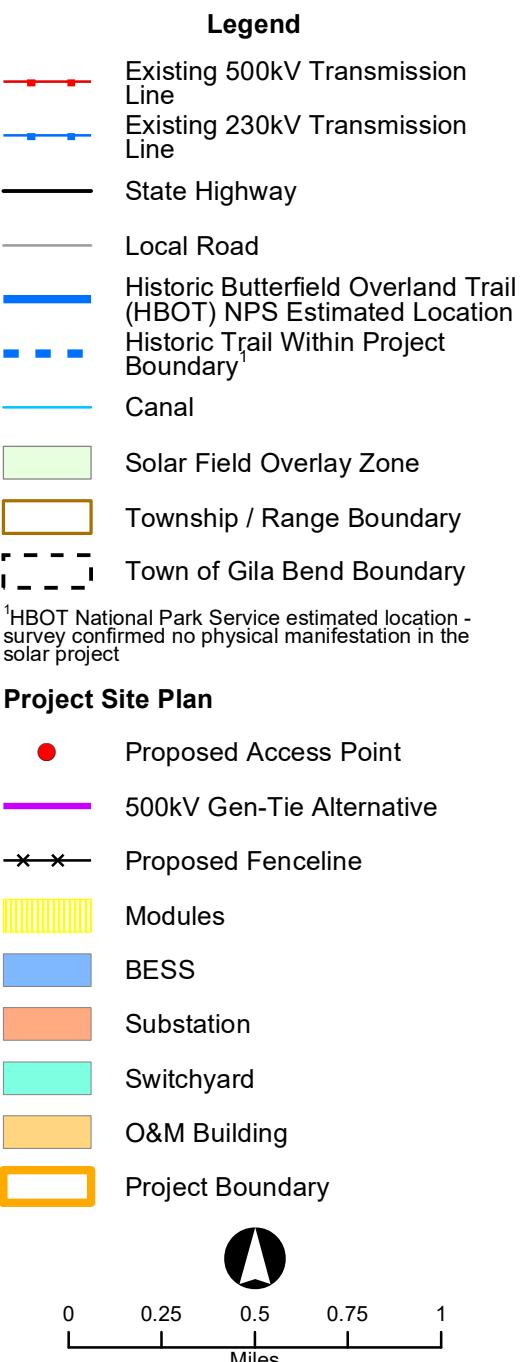
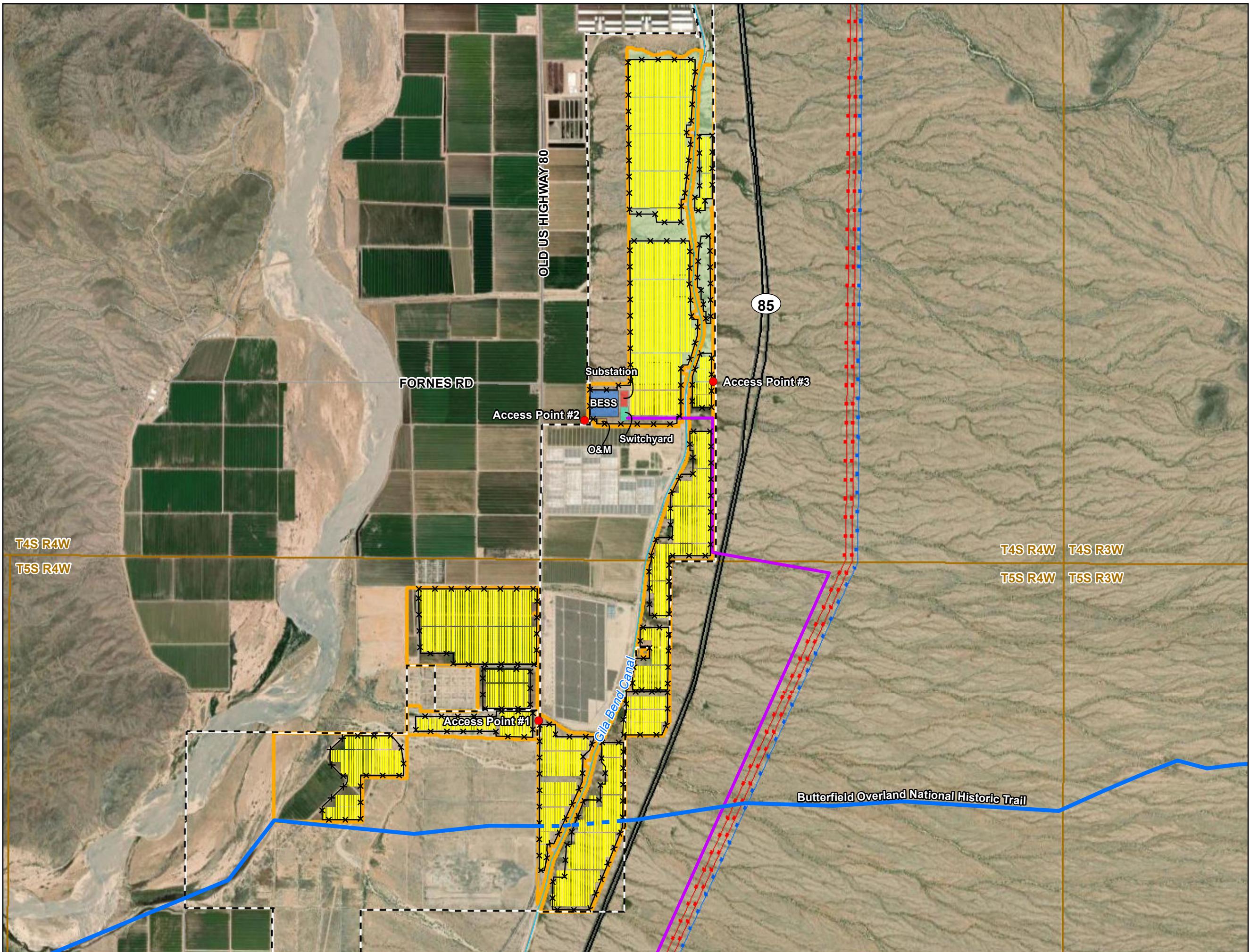
PM. J. SPRING
DR. R. GILES
JOB NO.
24004733
SCALE 0 150 300
1" = 300 FEET

2404733 LONGROAD ENERGY SONORIN TRAILS ALTA
SHEET
NO.
4 OF 8

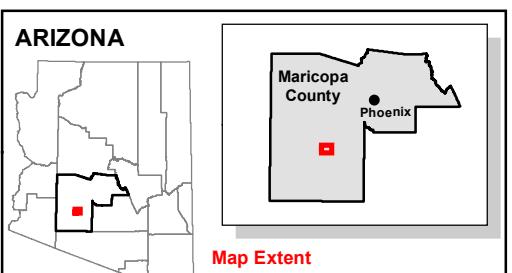
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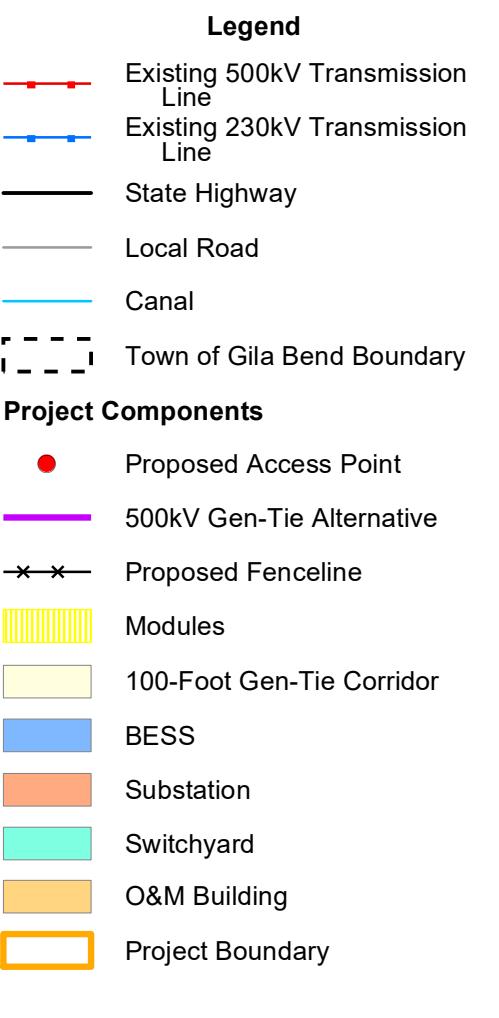
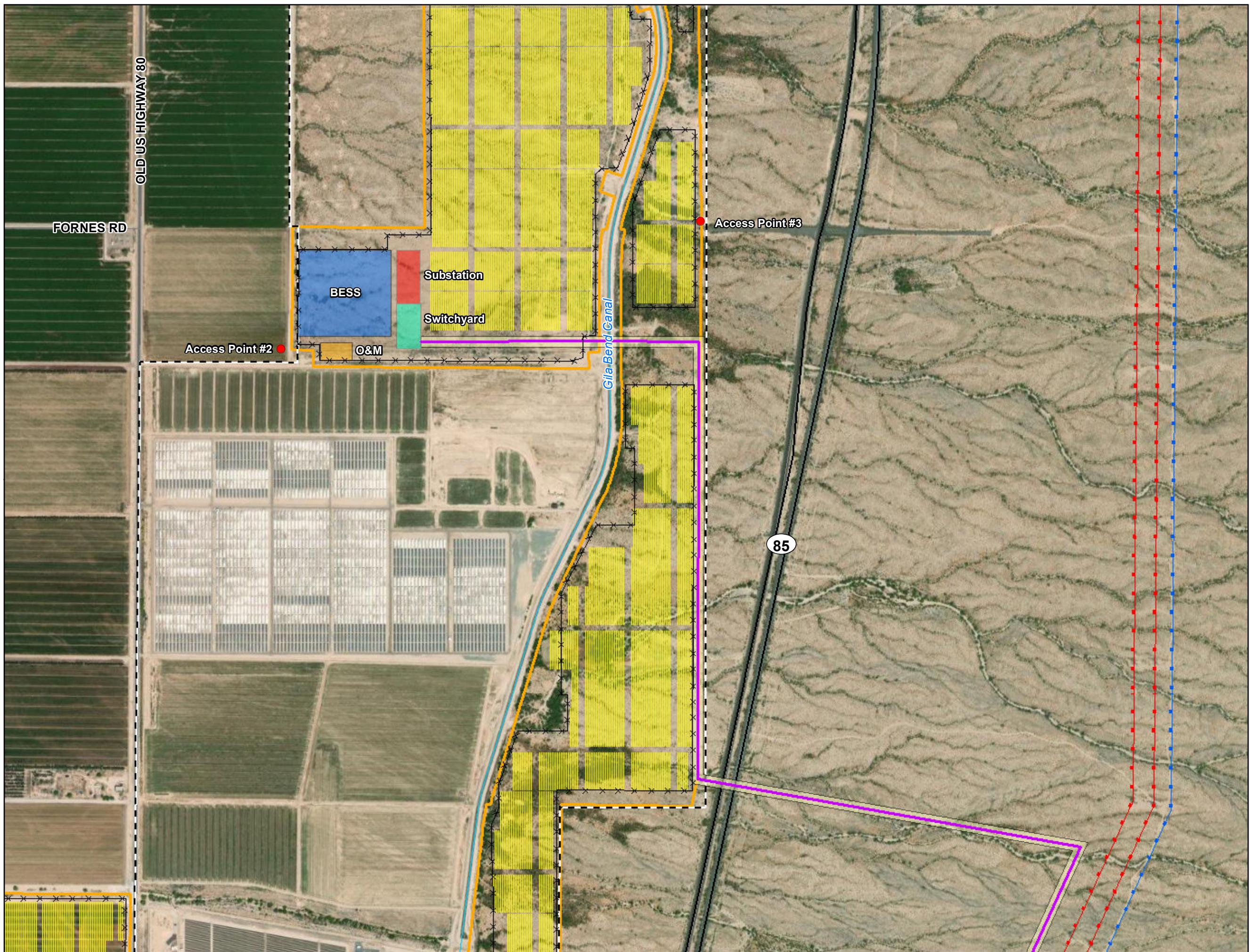


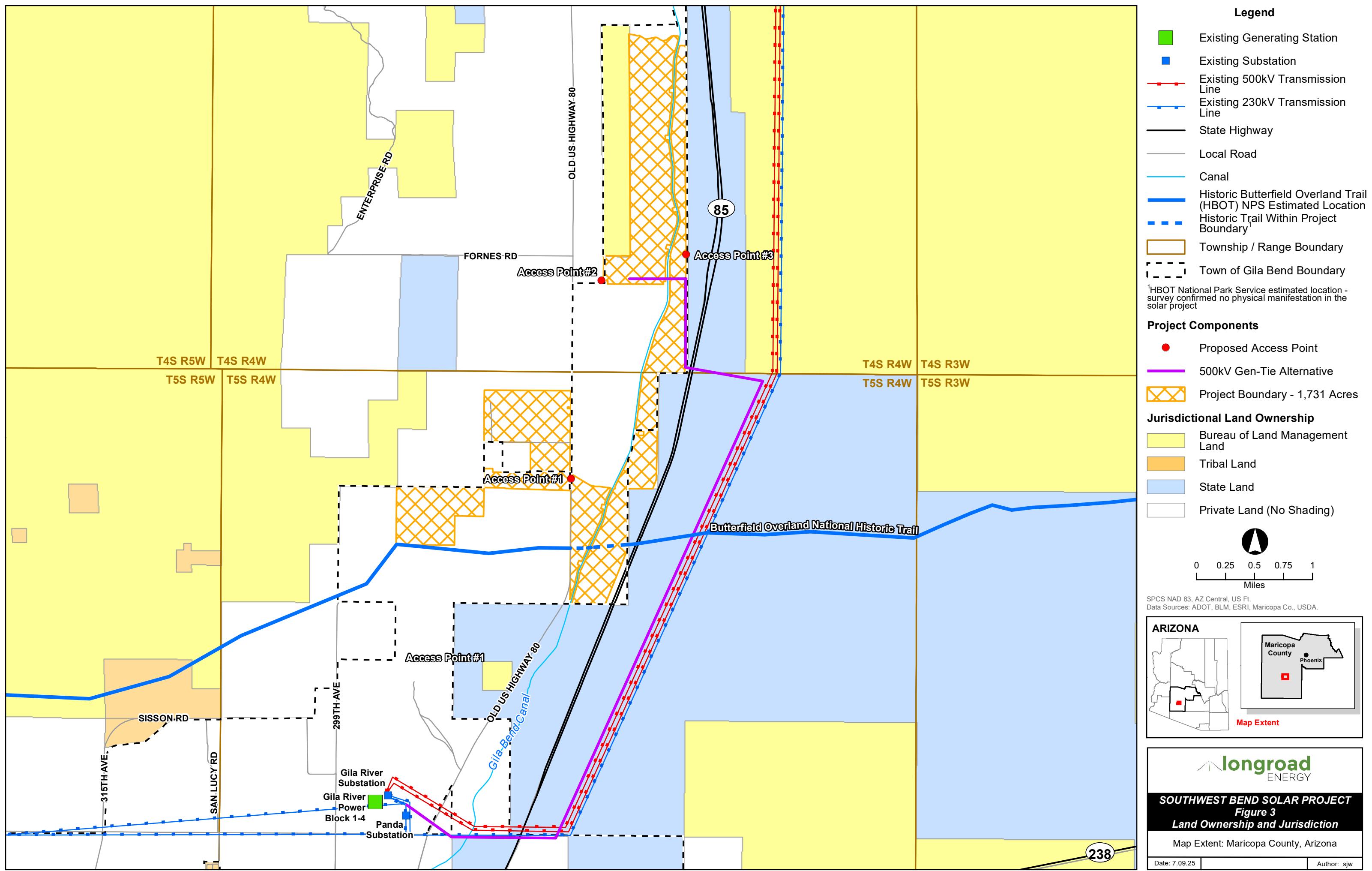




SPCS NAD 83, AZ Central, US Ft.
Data Sources: ADOT, BLM, ESRI, Maricopa Co., USGS.







**LETTER OF AUTHORIZATION
FOR SOLAR FIELD OVERLAY ZONE APPLICATION**

July 8, 2025

Town of Gila Bend
Planning and Development Services

Re: Owner Authorization for Entitlement Applications for Properties APN402-03-012 and APN402-03-016

I am the authorized signatory for **ATT Land Company, LLC**. This letter serves as authorization to **Southwest Bend Solar, LLC** (“Southwest Bend”), permitting Southwest Bend to pursue a Solar Field Overlay Zone (SFOZ) designation from the Town of Gila Bend for the two properties described below, which are both owned by ATT Land Company, LLC.

The properties subject to this authorization are:

Property 1: **APN402-03-012**, legally described as: The Northwest quarter of the Northwest quarter of Section 9, Township 5 South, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

Property 2: **APN402-04-016**, legally described as: The Northeast Quarter of Section 8, Township 5 South, Range 4 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona (collectively, the “Properties”).

ATT Land Company, LLC is currently engaged in negotiations with Southwest Bend regarding the execution of either a long-term lease (ten years or more), sale, or an option agreement for both of the above-described Properties. This authorization serves as interim documentation to demonstrate that the requirements of Gila Bend Ordinance Section 16-4-18(B)(2) will be met prior to final approval of the SFOZ, which states:

“The land proposed for the SFOZ may be owned by multiple owners if all parties with interests in such land have signed off on the zoning modification. A SFOZ shall not be approved unless the application(s) has/have acquired actual ownership of, executed a binding sale for, executed a long term lease (ten (10) years or more) or entered into an option agreement for all the property composing the proposed SFOZ.”

The undersigned acknowledges that Southwest Bend intends to seek a Solar Field Overlay Zone (SFOZ) designation covering both of the above Properties as part of a unified solar energy

The undersigned acknowledges that Southwest Bend intends to seek a Solar Field Overlay Zone (SFOZ) designation covering both of the above Properties as part of a unified solar energy project. This letter serves as interim documentation and an authorization for the purpose of enabling the Southwest Bend to apply for and obtain zoning modification approvals required for the SFOZ. This authorization shall be effective as of the date of this letter and shall remain in effect until terminated by myself.

Sincerely,

PROPERTY OWNER:

Name: John Rayner
Signature: John Rayner
Date: 7-8-25



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
Thomas Title & Escrow, LLC D/B/A
Thomas Title and Escrow Agency
4800 N. Scottsdale Road, Suite 4300
Scottsdale, AZ 85251


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 24AZ2632-2

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 4



COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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ALTA Commitment for Title Insurance (07-01-2021)

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

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

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ALTA Commitment for Title Insurance (07-01-2021)

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10. CLASS ACTION

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

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 24AZZ2632-2

ALTA Commitment for Title Insurance (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Thomas Title & Escrow, LLC D/B/A Thomas Title and Escrow Agency
Issuing Office: 4800 N. Scottsdale Road, Suite 4300, Scottsdale, AZ 85251 (480) 222-1116
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 24AZ2632-2
Issuing Office File Number: 24AZ2632-2
Property Address: Southwest Crossroads, Gila Bend, AZ 85337
Revision Number:
Reference No.: 24000371895
Title Officer: Teri Guevara
Escrow Officer: TT Title Only

1. Commitment Date: February 13, 2025 at 8:00AM

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy - Extended
Proposed Insured: Southwest Crossroads Solar, LLC

(b) 2021 ALTA® Loan Policy - Extended
Proposed Insured: Longroad Energy Services, LLC

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

FEE SIMPLE

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

Larry L. Coyle and Judy A. Coyle Subject to Item No. 10 of Schedule B as to Parcel 1 and 2
Camelback 240 Acres, L.P., an Arizona limited partnership as to Parcel 3

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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

Deed of Trust executed by Southwest Crossroads Solar, LLC, as Trustors to , as Beneficiary, _____ as Trustee for
securing the original principal amount of _____ dated _____ and recorded on _____ at Document No _____

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 17



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY (TT)



Authorized Countersignature

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 24AZ2632-2

PARCEL NO. 1:

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4, FROM WHICH THE NORTHEAST CORNER OF SECTION 4 LIES NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST (BASIS OF BEARINGS) A DISTANCE OF 5327.03 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF OLD U.S. HIGHWAY 80;

THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST, PARALLEL WITH AND 50.00 FEET WESTERLY OF THE EASTERN LINE OF SAID SECTION 4, A DISTANCE OF 783.75 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. [2015-0908877](#) (RECORD NO. 1 R1), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 35 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID R1 A DISTANCE OF 1812.05 FEET TO A POINT ON THE EASTERN LINE OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. [2001-0375144](#) (RECORD NO. 2 R2), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 01 MINUTES 24 SECONDS EAST A DISTANCE OF 47.31 FEET TO THE SOUTHEAST CORNER OF SAID R2;

THENCE SOUTH 89 DEGREES 02 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID R2 A DISTANCE OF 604.11 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. [2014-0091918](#) (RECORD NO. 3 R3), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 02 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID R2 A DISTANCE OF 332.71 FEET;

THENCE NORTH 89 DEGREES 25 MINUTES 30 SECONDS WEST CONTINUING ALONG THE SOUTH LINE OF SAID R2 A DISTANCE OF 327.04 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 2 IN RECORD NO. [2008-0268867](#) (RECORD NO. 4 R4), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 25 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID R4 A DISTANCE OF 240.14 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN PARCEL NO. 4 IN RECORD NO. [2008-0268866](#) (RECORD NO. 5 R5), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 25 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID R5 A DISTANCE OF 112.82 FEET;

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE SOUTH 87 DEGREES 31 MINUTES 51 SECONDS WEST CONTINUING ALONG THE SOUTH LINE OF R5 A DISTANCE OF 95.05 FEET TO THE SOUTHWEST CORNER OF SAID R5;
THENCE NORTH 01 DEGREES 57 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID R5 A DISTANCE OF 162.10 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST A DISTANCE OF 392.11 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 09 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 4 A DISTANCE OF 862.91 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 4;

THENCE SOUTH 89 DEGREES 28 MINUTES 01 SECONDS EAST A DISTANCE OF 913.74 FEET;

THENCE SOUTH 66 DEGREES 39 MINUTES 09 SECONDS EAST A DISTANCE OF 65.75 FEET;

THENCE SOUTH 88 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 531.15 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. [2005-1881601](#) (RECORD NO. 6 R6), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 09 MINUTES 08 SECONDS WEST A DISTANCE OF 35.67 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4;

THENCE NORTH 00 DEGREES 09 MINUTES 07 SECONDS WEST A DISTANCE OF 716.55 FEET TO THE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE AND GEOTHERMAL RESOURCES (COLLECTIVE SECONDOIL AND GAS SECONDS), AS RESERVED IN DEED RECORDED IN [DOCKET 13940, PAGE 289](#); AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES) BAUXITE; SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MINERALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTIONS TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED HEREIN, AS RESERVED IN DEED RECORDED IN [DOCKET 13940, PAGE 289](#); AND

EXCEPT THE FOLLOWING TWO PARAGRAPHS A AND B AS RESERVED IN DEED RECORDED AS 88-115345, OF OFFICIAL RECORDS;

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

A. ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES.

B. ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS, ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE SPECIFIED HEREIN, THAT MAY BE OR IS LOCATED IN, ON, OR UNDER THE AFOREDESCRIBED LAND.

PARCEL NO. 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

:

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4 FROM WHICH THE NORTHEAST CORNER OF SECTION 4 LIES NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST (BASIS OF BEARINGS), A DISTANCE OF 5,327.03 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 80 AND THE POINT OF BEGINNING.

THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST PARALLEL WITH AND 50.00 FEET WESTERLY OF THE EASTERLY LINE OF SECTION 4, A DISTANCE OF 783.75 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND IN DOCUMENT RECORDED AS [2015-0908877](#), OF OFFICIAL RECORDS (RECORD NO. 1 R1);

THENCE NORTH 89 DEGREES 35 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF , A DISTANCE OF 1,812.05 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND DOCUMENT RECORDED AS [2001-0375144](#), OF OFFICIAL RECORDS (RECORD NO. 2 R2);

THENCE SOUTH 00 DEGREES 01 MINUTES 24 SECONDS EAST, A DISTANCE OF 47.31 FEET TO THE SOUTHEAST CORNER OF R2 THENCE SOUTH 89 DEGREES02 MINUTES00 SECONDS WEST ALONG THE SOUTH LINE OF R2, A DISTANCE OF 604.11 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED AS [2014-0091918](#), OF OFFICIAL RECORDS (RECORD NO. 3 R3);

THENCE SOUTH 00 DEGREES 09 MINUTES 07 SECONDS EAST ALONG THE EASTERLY LINE, A DISTANCE OF 716.55 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4;

THENCE CONTINUING SOUTH 00 DEGREES 09 MINUTES 07 SECONDS EAST, A DISTANCE OF 35.67 FEET;

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File No.: 24AZ2632-2

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE SOUTH 88 DEGREES 22 MINUTES 10 SECONDS EAST, A DISTANCE OF 2,411.55 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 80;

THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 80, A DISTANCE OF 81.85 FEET TO THE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE AND GEOTHERMAL RESOURCES (COLLECTIVE SECOND SOIL AND GAS SECONDS), AS RESERVED IN DEED RECORDED IN [DOCKET 13940, PAGE 289](#); AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING WITHOUT LIMITATION, NON-LIQUID AND NONGASEOUS HYDROCARBON SUBSTANCES) BAUXITE; SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MINERALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTIONS TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED HEREIN, AS RESERVED IN DEED RECORDED IN [DOCKET 13940, PAGE 289](#); AND

EXCEPT THE FOLLOWING TWO PARAGRAPHS A AND B AS RESERVED IN DEED RECORDED AS [88-115345](#), OF OFFICIAL RECORDS;

A. ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES.

B. ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS, ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE SPECIFIED HEREIN, THAT MAY BE OR IS LOCATED IN, ON, OR UNDER THE AFORE DESCRIBED LAND.

PARCEL NO. 3:

THAT PORTION OF THE EAST HALF OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4 FROM WHICH THE NORTHEAST CORNER OF SECTION 4 LIES NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST (BASIS OF BEARINGS) A DISTANCE OF 5327.03 FEET;

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File No.: 24AZ2632-2

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE NORTH 63 DEGREES 51 MINUTES 02 SECONDS WEST 1713.98 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. [20080268867](#) (RECORD NO. 1 R1) OFFICIAL RECORDS OF MARICOPA COUNTY, AZ;

THENCE SOUTH 89 DEGREES 02 MINUTES 00 SECONDS WEST 320.36 FEET TO THE SOUTHWEST CORNER OF R1;

THENCE NORTH 00 DEGREES 01 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF R1 A DISTANCE OF 46.98 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF R1 A DISTANCE OF 1316.02 FEET TO THE NORTHWEST CORNER OF R1;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. [20010375144](#) (RECORD NO. 2 R2) OFFICIAL RECORDS OF MARICOPA COUNTY, AZ, A DISTANCE OF 1271.54 FEET TO THE NORTHWEST CORNER OF R2;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. [20080268867](#) (RECORD NO. 3 R3) OFFICIAL RECORDS OF MARICOPA COUNTY, AZ, A DISTANCE OF 240.14 FEET TO THE NORTHWEST CORNER OF R3;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 600.34 FEET TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4;

THENCE NORTH 00 DEGREES 09 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2350.51 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. [20051881601](#) (RECORD NO. 4 R4) OFFICIAL RECORDS OF MARICOPA COUNTY, AZ;

THENCE NORTH 89 DEGREES 56 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF R4 A DISTANCE OF 3945.47 FEET TO A POINT ON THE WEST LINE OF OLD U.S. HIGHWAY 80 WHICH LIES 50.00 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 13 MINUTES 40 SECONDS WEST PARALLEL WITH AND 50.00 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 756.50 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 9 IN RECORD NO. [20150010308](#) (RECORD NO. 5 R5) OFFICIAL RECORDS OF MARICOPA COUNTY, AZ;

THENCE NORTH 89 DEGREES 46 MINUTES 20 SECONDS WEST 146.00 FEET TO THE NORTHWEST CORNER OF R5;

THENCE SOUTH 00 DEGREES 13 MINUTES 40 SECONDS WEST 57.00 FEET TO THE SOUTHWEST CORNER OF R5;

THENCE SOUTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 146.00 FEET TO THE SOUTHEAST CORNER OF R5;

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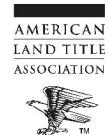
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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE SOUTH 0 DEGREES 013 MINUTES 40 SECONDS WEST PARALLEL WITH AND 50.00 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 1553.35 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 3 IN RECORD NO. [20051670159](#) (RECORD NO. 6 R6) OFFICIAL RECORDS OF MARICOPA COUNTY, AZ;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 167.50 FEET TO THE NORTHWEST CORNER OF R6;

THENCE SOUTH 00 DEGREES 13 MINUTES 40 SECONDS WEST 130.00 FEET TO THE SOUTHWEST CORNER OF R6;

THENCE SOUTH 89 DEGREES 49 MINUTES 08 SECONDS EAST 167.50 FEET TO THE SOUTHEAST CORNER OF R6;

THENCE SOUTH 00 DEGREES 13 MINUTES 40 SECONDS WEST PARALLEL WITH AND 50.00 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 1193.02 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 50 SECONDS WEST 1812.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PORTION OF THE EAST HALF OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4 FROM WHICH THE NORTHEAST CORNER OF SECTION 4 LIES NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST (BASIS OF BEARINGS) A DISTANCE OF 5327.03 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 2107.08 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 80 AND THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 167.50 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 40 SECONDS WEST 130.00 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 08 SECONDS EAST 167.50 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS EAST 130.00 FEET TO THE POINT OF BEGINNING.

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File No.: 24AZ2632-2

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 24AZ2632-2

Requirements

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a. Print must be ten-point type (pica) or larger.
- b. Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.
NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

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

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. RECORD RELEASE AND RECONVEYANCE of Deed of Trust given to secure the original amount of \$1,000,000.00, and any other amounts payable under the terms thereof

Dated: May 20, 2020

Trustor: Royal Caridea, LLC

Trustee: Scott S. Wakefield Esq. Hienton & Curry, PLLC

Beneficiary: Larry Coyle and Judy Coyle, husband and wife

Recorded: May 20, 2020, [Document No. 20200430633](#)

6. RECORD RELEASE AND RECONVEYANCE of Deed of Trust given to secure the original amount of \$2,200,000.00, and any other amounts payable under the terms thereof

Dated: June 27, 2020

Trustor: Gila Bend Aqua Farm, LLC, Larry L. Coyle and Judy A. Coyle

Trustee: Chicago Title Agency, Inc

Beneficiary: North Avenue Capital, LLC

Recorded: July 29, 2020, [Document No. 20200681154](#)

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File No.: 24AZ2632-2

ALTA Commitment for Title Insurance Schedule B1 (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

7. RECORD RELEASE AND RECONVEYANCE of Deed of Trust given to secure the original amount of \$500,000.00, and any other amounts payable under the terms thereof

Dated: May 14, 2021

Trustor: Gila Bend Aqua Farm

Trustee: Chicago Title Agency, Inc

Beneficiary: North Avenue Capital, LLC

Recorded: May 20, 2021, [Document No. 20210565004](#)

8. RECORD TERMINATION of Financing Statement between Royal Caridea LLC, Debtor, and North Avenue Capital LLC, Secured Party, recorded July 29, 2020, [Document No. 20200681155](#).

9. RECORD TERMINATION of Financing Statement between Royal Caridea LLC, Debtor, and North Avenue Capital LLC, Secured Party, recorded May 20, 2021, [Document No. 20210565005](#).

10. FURNISH AFFIDAVIT by the Grantor in the deed referenced below in form and substance satisfactory to this Company that said deed was actually executed by Royal Caridea, LLC, A Delaware Limited Liability Company, as Grantor, and delivered to Larry L. Coyle and Judy A. Coyle, Grantee; that the deed was not given as security for the repayment of money, that there is no consideration now due or owing, and there is no agreement either oral or written between the parties relative to the conveyance of said property.

Dated: December 29, 2023

Grantor: Royal Caridea, LLC, A Delaware Limited Liability Company

Grantee: Larry L. Coyle and Judy A. Coyle

Recorded: January 3, 2024, [Document No. 20240003921](#)

11. FURNISH an Owner's Affidavit and Indemnity Agreement for the benefit of Stewart Title & Trust and Stewart Title Guaranty Company executed by the seller/borrower that no work or material has been done or furnished within the statutory lien period which could give rise to a mechanic's or materialman's lien.

12. FURNISH PLAT OF SURVEY acceptable to the Company. THE RIGHT IS RESERVED to make additional requirements or exceptions upon examination of said plat.

NOTE: The plat of survey furnished to satisfy the above requirements must be made by a Registered Land Surveyor, showing proper ties to locating monuments, location of the improvements on the premises, easements or rights-of-way, over or under the property, together with any encroachments or projections, fences or any other matters affecting the use and occupancy of the premises, and CERTIFICATION BY said Land Surveyor shall read as follows:

"This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS includes items 1, 8, 11 and 13 of Table A thereof. The field work was completed on *."

Additionally, the Certification must include "AZ - Thomas Title & Escrow, LLC and Stewart Title Guaranty Company."

NOTE RE ZONING: Should Zoning coverage be requested the following will additionally be REQUIRED:

(A) Survey must include Items 6, 7(a), 7(b)(i) and 7(c) of Table A, and the type and number of parking spaces must be included;

(B) FURNISH the Company with a Letter or Certificate from the local zoning authority stating:

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ALTA Commitment for Title Insurance Schedule B1 (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Zoning classification and vesting date of the land;
Permitted uses under that classification;
Improvements on land constitute a permitted use;
No notice of violation has been issued.

THE RIGHT IS RESERVED to make additional exceptions or requirements upon examination of the required items.

13. USUAL RECORDING INSPECTION report by an employee of the Company immediately prior to recording. NOTIFY Title Department NO LATER THAN 48 HOURS prior to scheduled recording. If such inspection discloses additional matters, the recording will be delayed until resolved.
14. PROPER SHOWING as to the marital status of Larry L. Coyle prior to the close of escrow. THE RIGHT IS RESERVED to make additional exceptions or requirements based upon information furnished.
15. PROPER SHOWING as to the marital status of Judy A. Coyle prior to the close of escrow. THE RIGHT IS RESERVED to make additional exceptions or requirements based upon information furnished.
16. RECORD Disclaimer Deeds from respective spouses of Larry L. Coyle and Judy A. Coyle if not married to each other.
17. SUBMIT fully executed copy of the partnership agreement (and all amendments) of Camelback 240 Acres, LP, a[n Arizona] limited partnership for examination. THE RIGHT IS RESERVED to make additional requirements upon such examination.
18. FURNISH copy of Certificate of Limited Partnership for Camelback 240 Acres, LP, an Arizona limited partnership filed with the Secretary of State. Said copy to include Secretary of State's filing data. THE RIGHT IS RESERVED to make additional requirements upon examination of said certificate.
19. FURNISH copy of Certificate of Registration of Southwest Crossroads Soar LLC limited liability company (a foreign limited liability company) filed with the Arizona Corporation Commission -OR- PROPER SHOWING that said limited liability company is in good standing in its domiciliary jurisdiction. THE RIGHT IS RESERVED to make additional requirements upon examination of said certificate.
20. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of Southwest Crossroads Solar LLC limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination
21. RECORD Deed from Larry L. Coyle and Judy A. Coyle Subject to Item No. 10 of Schedule B as to Parcel 1 and 2 Camelback 240 Acres, L.P., an Arizona limited partnership as to Parcel 3 to Southwest Crossroads Solar, LLC .
22. RECORD Deed of Trust to be insured.

NOTE: If Thomas Title & Escrow, LLC D/B/A Thomas Title and Escrow Agency, is named as Trustee under the Deed of Trust, the correct name and address is:

Thomas Title & Escrow, LLC D/B/A Thomas Title and Escrow Agency
4800 N. Scottsdale Road, Suite 4300

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ALTA Commitment for Title Insurance Schedule B1 (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Scottsdale, AZ 85251

Note: 2024 Tax parcel # 402-03-011X ([Tax Sheet](#)) ([Assessors Map](#)) ([Aerial Map](#)) ([Vesting deed](#))

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer
301 W. Jefferson
Phoenix, AZ 85003
Phone: (602) 506-8511

<https://treasurer.maricopa.gov>

Note: 2024 Tax parcel # 402-03-021 ([Tax Sheet](#)) ([Assessors Map](#)) ([Aerial Map](#)) ([Vesting deed](#))

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer
301 W. Jefferson
Phoenix, AZ 85003
Phone: (602) 506-8511

<https://treasurer.maricopa.gov>

Note: 2024 Tax parcel # 402-03-022 ([Tax Sheet](#)) ([Assessors Map](#)) ([Aerial Map](#)) ([Vesting deed](#))

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer
301 W. Jefferson
Phoenix, AZ 85003
Phone: (602) 506-8511

<https://treasurer.maricopa.gov>

[24] MONTH CHAIN NOTE: The conveyances that recorded on the property that is subject of this escrow that have recorded within the last [24] months of the effective date hereof are as follows:

- [(a)] Foreclosure Deed, recorded January 3, 2024, [Document No. 20240003920](#).
- [(b)] Quit Claim Deed, recorded January 3, 2024, [Document No. 20240003921](#).

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ALTA Commitment for Title Insurance Schedule B1 (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 24AZ2632-2

Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
8. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage 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.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

9. Taxes and assessments collectible by the County Treasurer, Second Installment a lien payable but not yet due for the year 2024.
10. Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2025.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
13. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
14. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. 181 et seq.) or under similar state laws.
15. Rights of the United States of America, State of Arizona, the municipality and the public in and to that part of the land lying within the bed of the Gila River; and the rights of the other owners of land bordering on the river in respect to the water of said river.
16. Liabilities and obligations imposed upon said land by reason of its inclusion within Electrical District No. 8.
17. Ambiguity of the legal description used herein due to the indefinite locations of Old U.S. Highway 80.
18. The rights or claims of title, if any, by the United States of America, State of Arizona, the municipality and the public to any portion of the Land being located in the bed of any river or dry wash.
19. Terms and conditions as contained in instrument entitled Patent, recorded February 23, 1911, [Docket 89, Page 622](#).
Affects Parcel 3
20. Terms and conditions as contained in instrument entitled Patent, recorded April 12, 1916, [Docket 118, Page 243](#).
Affects Parcel 3
21. Terms and conditions as contained in instrument entitled Road Opened File No. 1026, recorded October 16, 1956, [Docket 2013, Page 118](#).
Affects Parcel 2
22. Right of Way for road as shown on Map recorded in [Book 11 of Road Maps, page 31](#).
Affects Parcel 2

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

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ISSUED BY

STEWART TITLE GUARANTY COMPANY

23. Terms and conditions as contained in instrument entitled Special Warranty Deed, recorded October 3, 1979, [Docket 13940, Page 289](#).
Affects Parcel 1, 2 and 3
24. Easement for electric lines and appurtenant facilities and rights incident thereto, as set forth in instrument recorded July 30, 1980, [Docket 14581, Page 319](#).
Affects Parcel 3
25. Terms and conditions as contained in instrument entitled Special Warranty Deed, recorded March 11, 1988, [Document No. 88115345](#).
Affects Parcel 1, 2 and 3
26. Terms and conditions as contained in instrument entitled Agreement for Electric Service, recorded April 27, 1992, [Document No. 92-0222165](#).
Affects Parcel 1 and 2
27. Terms and conditions as contained in instrument entitled Agreement for Electric Service, recorded May 3, 1993, [Document No. 93-0269111](#).
Affects Parcel 1, 2 and 3
28. Easement for electric lines and appurtenant facilities and rights incident thereto, as set forth in instrument recorded March 13, 1997, [Document No. 97-0163337](#).
Affects Parcel 1, 2 and 3
29. Terms and conditions as contained in instrument entitled Agreement for Electric Service, recorded June 20, 1997, [Document No. 97-0416938](#).
Affects Parcel 1 and 3
30. Terms and conditions as contained in instrument entitled Agreement for Electric Service, recorded June 20, 1997, [Document No. 97-0416939](#).
Affects Parcel 1, 2 and 3
31. Easement for ingress and egress and rights incident thereto, as set forth in instrument recorded June 30, 1997, [Document No. 97-0444326](#).
Affects Parcel 1 and 2
32. Terms and conditions as contained in instrument entitled Agreement for Electric Service, recorded July 18, 1997, [Document No. 97-0484170](#).
Affects Parcel 2 and 3
33. Easement for ingress, egress and utilities of any nature and rights incident thereto, as set forth in instrument recorded May 4, 2001, [Document No. 2001-0375145](#).
Affects Parcel 3
34. Terms and conditions as contained in instrument entitled Agreement for Electric Service, recorded July 10, 2001, [Document No. 2001-0613402](#).
Affects Parcel 3

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

35. Easement for utility and rights incident thereto, as set forth in instrument recorded July 16, 2001, [Document No. 2001-0631873](#).
Affects Parcel 1
36. Easement for electric lines and appurtenant facilities and rights incident thereto, as set forth in instrument recorded July 16, 2001, [Document No. 2001-0631892](#).
Affects Parcel 3
37. Terms and conditions as contained in instrument entitled Warranty Deed, recorded August 13, 2004, [Document No. 2004-0943836](#).
Affects Parcel 3
38. Easement for irrigation and service road, 20 foot access, waterline, and agriwater diversion and rights incident thereto, as set forth in instrument recorded November 3, 2005, [Document No. 2005-1670158](#).
Affects Parcel 3
39. Terms and conditions as contained in instrument entitled Special Warranty Deed, recorded November 3, 2005, [Document No. 2005-1670159](#).
Affects Parcel 3
40. Terms and conditions as contained in instrument entitled Special Warranty Deed, recorded March 27, 2008, [Document No. 2008-0268866](#).
Affects Parcel 3
41. Terms and conditions as contained in instrument entitled Special Warranty Deed, recorded March 27, 2008, [Document No. 2008-0268867](#).
Affects Parcel 3
42. Easement for electrical and telecommunication lines, facilities and fixtures and rights incident thereto, as set forth in instrument recorded June 6, 2011, [Document No. 2011-0470629](#).
Affects Parcel 3
43. Easement for electrical and telecommunication lines, facilities and fixtures and rights incident thereto, as set forth in instrument recorded September 2, 2011, [Document No. 2011-0735000](#).
Affects Parcel 2 and 3
44. Terms and conditions as contained in instrument entitled Well Agreement and Easement, recorded December 24, 2015, [Document No. 20150908878](#).
Affects Parcel 1 and 2
45. Terms and conditions as contained in instrument entitled Easement Agreement for Ingress and Egress, recorded December 24, 2015, [Document No. 20150908879](#).
Affects Parcel 1, 2 and 3
46. Easement for ingress and egress and rights incident thereto, as set forth in instrument recorded December 24, 2015, [Document No. 20150908880](#).

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

47. Terms and conditions as contained in instrument entitled Agreement for Electric Service, recorded May 23, 2016, [Document No. 20160351174](#).
48. Terms and conditions as contained in instrument entitled Resolution No. 2011-4, recorded October 4, 2016, [Document No. 20160727473](#).
49. Terms and conditions as contained in instrument entitled Road File Declarations, recorded March 23, 2018, [Document No. 20180219675](#).
50. Easement for drainage and rights incident thereto, as set forth in instrument recorded June 8, 2018, [Document No. 20180439686](#).
51. Terms and conditions as contained in instrument entitled Memorandum of Purchase and Sale Agreement, recorded June 4, 2021, [Document No. 20210620733](#).
First Amendment to Memorandum of Purchase and Sale Agreement recorded June 25, 2024, [Document No. 20240338849](#)
52. Terms and conditions as contained in instrument entitled Agreement for Electric Service, recorded June 11, 2021, [Document No. 20210646139](#).
53. Terms and conditions as contained in instrument entitled Agreement for Electric Service, recorded June 11, 2021, [Document No. 20210646144](#).
54. Terms and conditions as contained in instrument entitled Annexation Petition, recorded June 21, 2021, [Document No. 20210677568](#).
55. Terms and conditions as contained in instrument entitled Annexation Ordinance No. 21-06, recorded September 27, 2021, [Document No. 20211039362](#).
56. Terms and conditions as contained in instrument entitled Road File and Resolution, recorded May 18, 2023, [Document No. 20230257192](#).
57. Terms and conditions as contained in instrument entitled Zoning Ordinance No. 24-05, recorded September 18, 2024, [Document No. 20240496560](#).
58. Any facts about the land that a correct survey would disclose and that are not shown by the public records.
59. Rights of parties in possession.
NOTE: This exception may be made more specific upon our examination of documents which entitle the occupants to possession.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

LSH Land Holdings, LLC
c/o Longroad Development Company, LLC
735 Montgomery Street, Suite 480
San Francisco, CA 94111

1671807684339-16-1-1--
Yorkm

MEMORANDUM OF OPTION TO LEASE OR PURCHASE

By this Memorandum of Option to Lease or Purchase (this "Memorandum"), Gila 1130 LLC ("Owner"), an Arizona limited liability company, evidences that it has entered into an Exclusive Option to Lease or Purchase Agreement dated December 6, 2022 (the "Agreement") with LSH Land Holdings, LLC, a Delaware limited liability company ("Optionee") granting the Optionee an exclusive option to lease or purchase that certain real property situated in the County of Maricopa, State of Arizona, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), on the terms and conditions set forth in the Agreement.

The term of the option commenced on December 6, 2022 and shall expire, unless earlier terminated, on 12:01 on December 5, 2026 (the "Expiration Date"). Unless this Memorandum has been terminated prior to the Expiration Date by the recordation of a Release of Option in the Official Records of the County of Maricopa, State of Arizona, signed by Optionee and specifically referencing this Memorandum, this Memorandum shall automatically cease to impart constructive notice of the Agreement from and after the Expiration Date.

The parties have executed and recorded this instrument for the purpose of imparting notice to all third parties of the Agreement.

This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

This Memorandum and the Agreement are governed by Arizona law.

The addresses of Owner and Optionee for purposes of notice are:

Owner:
Gila 1130 LLC
3131 E. Camelback Road
Suite 130
Phoenix, AZ 85016

Optionee:
LSH Land Holdings, LLC
c/o Longroad Development Company, LLC
330 Congress Street, 6th Floor
Boston, MA 02210
Attention: General Counsel
Email: contracts@longroadenergy.com

IN WITNESS WHEREOF, Owner and Optionee have executed this Memorandum as of the dates of the notary acknowledgements below.

OWNER:

Gila 1130 LLC, an Arizona limited liability company

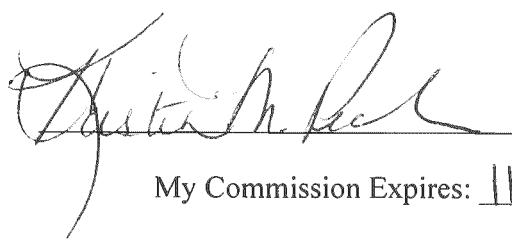
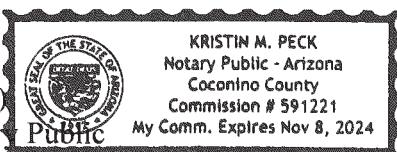
By: Tom Tait
Name:
Title: Manager

STATE OF Arizona §
COUNTY OF Micronesia §

I, the undersigned Notary Public, hereby certify that Tom Tait, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this 14th day of December, 2022.

(Seal)
Notary Public

A handwritten signature of Kristin M. Peck in black ink.

My Commission Expires: 11.8.2024

OPTIONEE:

LSII Land Holdings, LLC

By: 

Name: Charles Spiliotis

Title: Chief Investment Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On December 13, 2022 before me, Jocelyn Koo, Notary Public, personally appeared Charles Spiliotis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

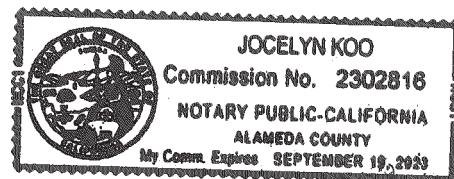
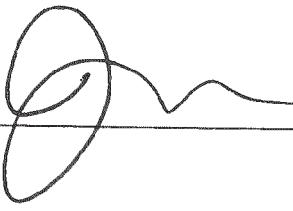
Signature 

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL NO. 1: (401-74-007)

PARCEL NO. 2 of MINOR LAND DIVISION RECORDED IN BOOK 1251 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS, GAS, OIL, PETROLEUM, HYDROCARBONS, RARE METALS AND FISSIONABLE MATERIALS, IN, ON, UNDER OR THAT MAY BE PRODUCED FROM THE ABOVE LAND, AS RESERVED IN DEED RECORDED IN DOCKET 2260, PAGE 346, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED IN DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED IN DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2: (401-74-006M)

THAT PORTION OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE EAST LINE OF THE GILA BEND CANAL, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE NORTH 89 DEGREES 56 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 1,987.06 FEET TO THE EAST LINE OF THE GILA BEND CANAL, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 34 BEARS NORTH 89 DEGREES 56 MINUTES 00 SECONDS WEST, 3,255.18 FEET, SAID POINT BEING ON THE ARC OF A CIRCLE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES 04 MINUTES 53 SECONDS EAST, 1,266.00 FEET;

THENCE NORtheasterly along the arc of said circle, through a central angle of 04 degrees 47 minutes 41 seconds, a distance of 105.94 feet;

THENCE North 16 degrees 42 minutes 48 seconds East, 1,652.33 feet to a point on the arc of circle, the center of which bears South 73 degrees 17 minutes 12 seconds East, 2,054.00 feet;

THENCE NORtheasterly along the arc of said circle, through a central angle of 08 degrees 41 minutes 14 seconds, a distance of 311.43 feet;

THENCE North 25 degrees 24 minutes 02 seconds East, 946.04 feet to a point on the arc of a circle, the center of which bears North 64 degrees 35 minutes 58 seconds West, 1,718.00 feet;

THENCE NORTHERLY along the arc of said circle, through a central angle of 26 degrees 12 minutes 40 seconds, a distance of 785.93 feet;

THENCE North 00 degrees 48 minutes 38 seconds West, 1,263.74 feet to a point on the arc of a circle, the center of which bears North 89 degrees 11 minutes 22 seconds East, 2,568.00 feet;

THENCE NORTHERLY along the arc of said circle, through a central angle of 10 degrees 16 minutes 43 seconds, a distance of 460.68 feet to a point on the North line of the northeast quarter of said section 34;

THENCE North 89 degrees 50 minutes 05 seconds East, along the said North line, 761.18 feet to the northeast corner of said section 34;

THENCE South 00 degrees 26 minutes 42 seconds East, along the East line of the northeast quarter of said section 34, a distance of 2,663.67 feet to the East quarter corner thereof;

THENCE South 00 degrees 04 minutes 31 seconds East, along the East line of the southeast quarter of said section 34, a distance of 2,654.60 feet —to the point of beginning;

EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4SE1/4) OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A BUREAU OF LAND MANAGEMENT (BLM) BRASS CAP STAMPED 1978 MARKING THE SOUTHEAST CORNER OF SAID SECTION 34 WHICH BEARS South 89 degrees 32 minutes 40 seconds East 2,621.28 feet from the South quarter corner of said section 34;

THENCE along the South line of said section 34 North 89 degrees 32 minutes 40 seconds West 131.97 feet;

THENCE North 12 degrees 04 minutes 00 seconds East 647.57 feet to the East line of said section 34;

THENCE ALONG THE EAST LINE OF SAID SECTION 34 SOUTH 0 DEGREES 18 MINUTES 28 SECONDS WEST 634.32 FEET TO THE POINT OF BEGINNING, AND EXCEPT ALL MINERALS, GAS, OIL, PETROLEUM, HYDROCARBONS, RARE METALS AND FISSIONABLE MATERIALS, IN, ON, UNDER OR THAT MAY BE PRODUCED FROM THE ABOVE LAND, AS RESERVED IN DEED RECORDED IN DOCKET 2260, PAGE 346, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED IN DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED IN DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3 (402-03-003A)

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ANY PORTION OF THE PROPERTY LYING WITHIN THE GILA BEND CANAL; AND EXCEPT THAT PROPERTY LYING WEST OF THE GILA BEND CANAL AS CONVEYED BY DOCUMENT NO. 2001-0596640.

PARCEL NO. 4 (402-03-019 & 020)

LOT 3 OF COTTON CENTER TWO, ACCORDING TO BOOK 1080 OF MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION OF CONTAINING IRRIGATION AND DRAINAGE FACILITIES, CANALS, PIPELINES, ACCESS ROADS OR WELLS OF THE PALOMA IRRIGATION AND DRAINAGE DISTRICT AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 21,

2001 AS 2001-1208410, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED AS DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED AS DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 5 (402-03-013G)

THE WEST HALF OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EASTERLY OF THE CENTERLINE OF OLD US HIGHWAY 80;

EXCEPT THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR WITH PLASTIC CAP MARKED RLS 12218 MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10, BEING SOUTH 89°54'03" EAST 2572.56 FEET FROM A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (M.C.D.O.T.) BRASS CAP MARKING THE WITNESS CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 10, BEING SOUTH 89°54'03" EAST 30.56 FEET FROM THE UNMONUMENTED SOUTHWEST CORNER OF SAID SECTION 10;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 10 NORTH 89°54'03" WEST 969.95 FEET;

THENCE NORTH 22°03'44" EAST 2622.34 FEET TO THE NORTH - SOUTH MID SECTION LINE OF SAID SECTION 10;

THENCE ALONG SAID NORTH - SOUTH MID SECTION LINE OF SECTION 10 SOUTH 00°21'15" WEST 2432.05 FEET TO THE POINT OF BEGINNING;

AND EXCEPT ANY PORTION CONTAINING IRRIGATION AND DRAINAGE FACILITIES, CANALS, PIPELINES, ACCESS ROADS OR WELLS OF THE PALOMA IRRIGATION AND DRAINAGE DISTRICT AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 21, 2001 AS 2001-1208410, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED AS DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED AS DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 6 (402-03-002C)

THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EASTERLY OF THE EAST LINE OF THE GILA BEND CANAL;

EXCEPT ANY PORTION CONTAINING IRRIGATION AND DRAINAGE FACILITIES, CANALS, PIPELINES, ACCESS ROADS OR WELLS OF THE PALOMA IRRIGATION AND DRAINAGE DISTRICT AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 21, 2001 AS 2001-1208410, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED AS DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES),

BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED AS DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 7: (401-74-003P)

THE EAST HALF OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING NORTH OF THE SOUTH LINE AND WEST OF THE EAST LINE OF FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, FROM WHENCE THE EAST QUARTER CORNER OF SECTION 22 BEARS SOUTH $00^{\circ} 02' 55''$ WEST A DISTANCE OF 2635.00 FEET;

THENCE SOUTH $89^{\circ} 45' 39''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22 A DISTANCE OF 558.02 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL NO. 36 AS DESCRIBED IN DOCUMENT NO. 2001-1208410, OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE SOUTH $16^{\circ} 18' 53''$ EAST ALONG SAID WESTERLY LINE A DISTANCE OF 189.85 FEET;

THENCE NORTH $73^{\circ} 41' 07''$ EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 126.98 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE GILA BEND CANAL AND THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS BEARS SOUTH $77^{\circ} 07' 27''$ WEST A DISTANCE OF 1276.37 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $18^{\circ} 07' 51''$ A DISTANCE OF 403.90 FEET TO A NON-TANGENT LINE ON THE CENTERLINE OF AN EXISTING WASH;

THENCE FOLLOWING THE CENTERLINE OF SAID WASH FOR THE NEXT FIFTEEN (15) COURSES:

THENCE NORTH $79^{\circ} 43' 31''$ WEST A DISTANCE OF 150.90 FEET;

THENCE SOUTH $84^{\circ} 32' 57''$ WEST A DISTANCE OF 128.82 FEET TO THE BEGINNING OF A TANGENT CURVE, WHOSE RADIUS BEARS SOUTH $05^{\circ} 27' 03''$ EAST A DISTANCE OF 170.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $35^{\circ} 05' 31''$ A DISTANCE OF 104.12 FEET TO A POINT OF TANGENCY;

THENCE SOUTH $49^{\circ} 27' 25''$ WEST A DISTANCE OF 122.06 FEET TO THE BEGINNING OF A TANGENT CURVE, WHOSE RADIUS BEARS NORTH $40^{\circ} 32' 35''$ WEST A DISTANCE OF 422.60 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ} 04' 22''$ A DISTANCE OF 148.05 FEET TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS BEARS NORTH $20^{\circ} 28' 13''$ WEST A DISTANCE OF 266.73 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $55^{\circ} 20' 01''$ A DISTANCE OF 257.59 FEET TO A POINT OF TANGENCY;

THENCE NORTH $55^{\circ} 08' 12''$ WEST A DISTANCE OF 117.72 FEET TO THE BEGINNING OF A TANGENT CURVE, WHOSE RADIUS BEARS SOUTH $34^{\circ} 51' 48''$ WEST A DISTANCE OF 190.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $46^{\circ} 42' 56''$ A DISTANCE OF 154.91 FEET TO A POINT OF TANGENCY;

THENCE SOUTH $78^{\circ} 08' 52''$ WEST A DISTANCE OF 370.56 FEET TO THE BEGINNING OF A TANGENT CURVE, WHOSE RADIUS BEARS NORTH $11^{\circ} 51' 08''$ WEST A DISTANCE OF 100.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $39^{\circ} 59' 38''$ A DISTANCE OF 69.80 FEET TO A NON-TANGENT LINE;

THENCE NORTH $61^{\circ} 43' 10''$ WEST A DISTANCE OF 318.25 FEET;

THENCE SOUTH $87^{\circ} 10' 19''$ WEST A DISTANCE OF 94.74 FEET;

THENCE NORTH $74^{\circ} 57' 30''$ WEST A DISTANCE OF 149.29 FEET;

THENCE NORTH $87^{\circ} 01' 59''$ WEST A DISTANCE OF 75.33 FEET;

THENCE NORTH $77^{\circ} 27' 27''$ WEST A DISTANCE OF 163.98 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 22;

THENCE NORTH $00^{\circ} 31' 07''$ WEST ALONG SAID LINE A DISTANCE OF 432.42 FEET TO THE NORTH QUARTER CORNER OF SECTION 22;

THENCE NORTH $89^{\circ} 45' 39''$ EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22 A DISTANCE OF 85.44 FEET TO THE WEST LINE OF THAT PARCEL NO. 34 AS DESCRIBED IN DOCUMENT NO. 2001-1208410, OFFICIAL RECORDS;

THENCE SOUTH $01^{\circ} 22' 16''$ EAST ALONG SAID WEST LINE A DISTANCE OF 75.18 FEET;

THENCE NORTH $88^{\circ} 37' 44''$ EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 200.00 FEET;

THENCE NORTH $01^{\circ} 22' 16''$ WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 71.23 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22;

THENCE NORTH $89^{\circ} 45' 39''$ EAST ALONG SAID NORTH LINE A DISTANCE OF 1781.95 FEET TO THE POINT OF BEGINNING;

AND EXCEPT COMMENCING AT A BLM BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89° 35' 01" EAST, A DISTANCE OF 1,320.05 FEET TO A GLO BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 85° 19' 05" EAST, A DISTANCE OF 2,127.42 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 16° 18' 53" WEST, A DISTANCE OF 240.52 FEET;

THENCE NORTH 88° 37' 44" EAST, A DISTANCE OF 133.83 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE GILA BEND CANAL;

THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 16° 18' 53" EAST, A DISTANCE OF 129.09 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 77° 08' 12" WEST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, TO THE LEFT, HAVING A RADIUS OF 1,277.71 FEET, WITH A CHORD OF SOUTH 14° 35' 20" EAST, 76.96 FEET, AND A CENTRAL ANGLE OF 03°27' 05" FOR AN ARC DISTANCE OF 76.97 FEET TO A NON-TANGENT LINE;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 73° 41' 07" WEST ALONG A RADIAL EXTENSION OF THE LAST DESCRIBED CURVE A DISTANCE OF 126.98 FEET TO THE POINT OF BEGINNING;

AND EXCEPT COMMENCING AT A BLM BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 SOUTH, RANGE 4 WEST;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 35 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,320.05 FEET TO A GLO BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 32 DEGREES 39 MINUTES 17 SECONDS EAST, A DISTANCE OF 3,440.03 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 87 DEGREES 57 MINUTES 29 SECONDS EAST, A DISTANCE OF 131.52 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE GILA BEND CANAL;

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 02 DEGREES 02 MINUTES 31 SECONDS WEST, A DISTANCE OF 200.00 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 87 DEGREES 57 MINUTES 29 SECONDS WEST, A DISTANCE OF 131.52 FEET;

THENCE NORTH 02 DEGREES 02 MINUTES 31 SECONDS EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

AND EXCEPT COMMENCING AT A BLM BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 SOUTH, RANGE 4 WEST;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 35 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,320.05 FEET TO A GLO BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 18 DEGREES 09 MINUTES 43 SECONDS EAST, A DISTANCE OF 5,320.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87 DEGREES 41 MINUTES 28 SECONDS EAST, A DISTANCE OF 127.87 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE GILA BEND CANAL, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF NORTH 88 DEGREES 02 MINUTES 30 SECONDS WEST;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 1,343.96 FEET, WITH A CHORD OF SOUTH 02 DEGREES 18 MINUTES 32 SECONDS EAST, 200.00 FEET, AND A CENTRAL ANGLE OF 08 DEGREES 32 MINUTES 03 SECONDS FOR AN ARC DISTANCE OF 200.18 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 87 DEGREES 41 MINUTES 28 SECONDS WEST, A DISTANCE OF 127.87 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 83 DEGREES 47 MINUTES 40 SECONDS WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 1,471.51 FEET, WITH A CHORD OF NORTH 02 DEGREES 18 MINUTES 32 SECONDS WEST, 200.00 FEET, AND A CENTRAL ANGLE OF 07 DEGREES 47 MINUTES 36 SECONDS FOR AN ARC DISTANCE OF 200.15 FEET TO THE POINT OF BEGINNING; AND EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 22 FROM WHENCE THE NORTH QUARTER CORNER OF SECTION 22 BEARS SOUTH $89^{\circ} 45' 39''$ WEST A DISTANCE OF 2625.44 FEET;

THENCE SOUTH $00^{\circ} 02' 55''$ WEST ALONG THE EAST LINE OF SECTION 22, A DISTANCE OF 550.49 FEET;

THENCE NORTH $89^{\circ} 57' 05''$ WEST A DISTANCE OF 225.13 FEET TO A POINT ON THE EAST LINE OF THE GILA BEND CANAL (GILLESPIE CANAL) RIGHT-OF-WAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS BEARS NORTH $85^{\circ} 14' 01''$ WEST A DISTANCE OF 1407.81 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $21^{\circ} 04' 52''$ A DISTANCE OF 517.98 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH $16^{\circ} 18' 53''$ WEST A DISTANCE OF 38.19 FEET TO THE NORTH LINE OF SECTION 22;

THENCE NORTH $89^{\circ} 45' 39''$ EAST ALONG SAID NORTH LINE A DISTANCE OF 288.15 FEET TO THE POINT OF BEGINNING;

AND EXCEPT ALL MINERALS, GAS, OIL, PETROLEUM, HYDROCARBONS, RARE METALS AND FISSIONABLE MATERIALS, IN, ON, UNDER OR THAT MAY BE PRODUCED FROM THE ABOVE LAND, AS RESERVED IN DEED RECORDED AS DOCKET 2260, PAGE 346, RECORDS OF MARICOPA COUNTY, ARIZONA, AS TO SECTION 22;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED AS DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER

OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED AS DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT ANY PORTION THEREOF CONTAINING IRRIGATION AND DRAINAGE FACILITIES OF THE PALOMA IRRIGATION AND DRAINAGE DISTRICT AS DESCRIBED IN DOCUMENT NO. 2001-1208410 RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT ANY PORTION LYING WITHIN THE GILA BEND CANAL RIGHT OF WAY AS CONVEYED BY QUIT CLAIM DEED RECORDED IN DOCUMENT NO. 2020-0392713, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 8: (APN 401-74-005A, B, H)

THE EAST HALF OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT COMMENCING AT A 2 INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 27 TOWNSHIP 4 SOUTH, RANGE 4 WEST;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, SOUTH 89 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 2,620.67 FEET TO A BLM BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 27;

THENCE NORTH 44 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 2,785.62 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 15 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 74 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 129.99 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE GILA BEND CANAL;

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 15 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 200.00 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 74 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 129.99 FEET TO THE POINT OF BEGINNING; AND EXCEPT COMMENCING AT A 2 INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 27 TOWNSHIP 4 SOUTH, RANGE 4 WEST;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, SOUTH 89 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 2,620.67 FEET TO A BLM BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 27;

THENCE NORTH 78 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 1,645.90 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 17 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 72 DEGREES 28 MINUTES 05 SECONDS EAST, A DISTANCE OF 144.30 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE GILA BEND CANAL;

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 17 DEGREES 31 MINUTES 55 SECONDS WEST, A DISTANCE OF 200.00 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 72 DEGREES 28 MINUTES 05 SECONDS WEST, A DISTANCE OF 144.30 FEET TO THE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED AS DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED

MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED AS DOCKET 13940, PAGE 289, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT ANY PORTION THEREOF CONTAINING IRRIGATION AND DRAINAGE FACILITIES OF THE PALOMA IRRIGATION AND DRAINAGE DISTRICT AS DESCRIBED IN DOCUMENT NO. 2001-1208410 RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT ANY PORTION LYING WITHIN THE GILA BEND CANAL RIGHT OF WAY AS CONVEYED BY QUIT CLAIM DEED RECORDED IN DOCUMENT NO. 2020-0392713, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 9 (APN 402-03-001E)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHENCE THE NORTHEAST CORNER OF SECTION 3 BEARS NORTH 01° 12' 50" EAST A DISTANCE OF 2644.39 FEET;

THENCE NORTH 89° 42' 45" WEST ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 3 A DISTANCE OF 1303.62 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3;

THENCE SOUTH 01° 03' 38" WEST ALONG SAID EAST LINE A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3;

THENCE NORTH 89° 42' 45" WEST ALONG SAID SOUTH LINE A DISTANCE OF 618.73 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00° 17' 15" WEST A DISTANCE OF 180.59 FEET;

THENCE NORTH 89° 42' 45" WEST A DISTANCE OF 262.41 FEET;

THENCE NORTH 13° 30' 07" EAST A DISTANCE OF 185.50 FEET TO SAID SOUTH LINE OF THE NORTH 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3;

THENCE SOUTH 89° 42' 45" EAST ALONG SAID SOUTH LINE A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10:

AN EASEMENT, WITH RIGHTS APPURtenant THERETO, AS SET FORTH IN EASEMENT AGREEMENT RECORDED JUNE 1, 2016, IN DOCUMENT NO. 2016-0233405, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 11:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR ABOVE-GROUND AND UNDERGROUND UTILITY LINES AND APPURTENANCES AS SET FORTH IN EASEMENT AGREEMENT, DATED NOVEMBER 12, 2010, RECORDED NOVEMBER 12, 2010 IN DOCUMENT NUMBER 2010-0990839.

PARCEL NO. 12:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR WATERLINE AND APPURTENANCES AS SET FORTH IN EASEMENT AGREEMENT, DATED NOVEMBER 12, 2010, RECORDED NOVEMBER 12, 2010 IN DOCUMENT NUMBER 2010-0990840.

PARCEL NO. 13:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR ABOVE-GROUND AND UNDERGROUND UTILITY LINES AND APPURTENANCES AS SET FORTH IN EASEMENT AGREEMENT, DATED MARCH 18, 2011, RECORDED MARCH 18, 2011 IN DOCUMENT NUMBER 2011-0234636.

**LETTER OF AUTHORIZATION
FOR SOLAR FIELD OVERLAY ZONE APPLICATION**

July 8, 2025

Town of Gila Bend
Planning and Development Services

Re: Owner Authorization for Entitlement Applications for Properties APN402-03-012 and APN402-03-016

I am the authorized signatory for **ATT Land Company, LLC**. This letter serves as authorization to **Southwest Bend Solar, LLC** (“Southwest Bend”), permitting Southwest Bend to pursue a Solar Field Overlay Zone (SFOZ) designation from the Town of Gila Bend for the two properties described below, which are both owned by ATT Land Company, LLC.

The properties subject to this authorization are:

Property 1: **APN402-03-012**, legally described as: The Northwest quarter of the Northwest quarter of Section 9, Township 5 South, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

Property 2: **APN402-04-016**, legally described as: The Northeast Quarter of Section 8, Township 5 South, Range 4 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona (collectively, the “Properties”).

ATT Land Company, LLC is currently engaged in negotiations with Southwest Bend regarding the execution of either a long-term lease (ten years or more), sale, or an option agreement for both of the above-described Properties. This authorization serves as interim documentation to demonstrate that the requirements of Gila Bend Ordinance Section 16-4-18(B)(2) will be met prior to final approval of the SFOZ, which states:

“The land proposed for the SFOZ may be owned by multiple owners if all parties with interests in such land have signed off on the zoning modification. A SFOZ shall not be approved unless the application(s) has/have acquired actual ownership of, executed a binding sale for, executed a long term lease (ten (10) years or more) or entered into an option agreement for all the property composing the proposed SFOZ.”

The undersigned acknowledges that Southwest Bend intends to seek a Solar Field Overlay Zone (SFOZ) designation covering both of the above Properties as part of a unified solar energy

The undersigned acknowledges that Southwest Bend intends to seek a Solar Field Overlay Zone (SFOZ) designation covering both of the above Properties as part of a unified solar energy project. This letter serves as interim documentation and an authorization for the purpose of enabling the Southwest Bend to apply for and obtain zoning modification approvals required for the SFOZ. This authorization shall be effective as of the date of this letter and shall remain in effect until terminated by myself.

Sincerely,

PROPERTY OWNER:

Name: John Rayner
Signature: John Rayner
Date: 7-8-25

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YorkM

**RECORDING REQUESTED BY
AND RETURN TO:**

Longroad Land Holdings II, LLC
c/o Longroad Development Company, LLC
220 Montgomery St., Suite 860
San Francisco, CA 94104
ATTN: General Counsel

**MEMORANDUM OF OPTION CONTRACT FOR SALE & PURCHASE OF
REAL PROPERTY**

By this Memorandum, Larry L. Coyle and Judy A. Coyle, husband and wife (collectively, "Owner"), hereby evidences that it entered an Option Contract for Sale & Purchase of Real Property (the "Contract") by and between Owner and Longroad Land Holdings II, LLC, a Delaware limited liability company ("Optionee") encumbering that certain real property situated in the County of Maricopa, State of Arizona, as more particularly described on Exhibit 'A' attached hereto (the "Property") and made a part hereof, on terms and conditions set forth in the Contract dated even date herewith between Owner and Optionee.

1. The term of the Contract commenced on April 14, 2025 and shall expire, unless earlier terminated, on 12:01 on April 14, 2030 (the "Expiration Date"). Unless this Memorandum has been terminated prior to the Expiration Date by the recordation of a Release of Option in the Official Records of the County of Maricopa, State of Arizona, signed by Optionee and specifically referencing this Memorandum, this Memorandum shall automatically cease to impart constructive notice of the Contract from and after the Expiration Date.
2. The parties have executed and recorded this instrument for the purpose of imparting notice to all third parties of the Contract.
3. This Memorandum and the Contract shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.
4. This Memorandum and the Contract are governed by Arizona law.
5. This Memorandum may be executed in counterparts, all of which together shall constitute one instrument.

6. Notices: The addresses for notice are:

Owner:	Optionee:
Larry L. Coyle and Judy A. Coyle	Longroad Land Holdings II, LLC
309 Country Drive	125 High Street Tower
Pierre, South Dakota 57501	17 th Floor High Street Tower, Suite
	1705
	Boston, MA 02110
	Attn: General Counsel
	Email: contracts@longroadenergy.com
	Phone: (617) 377-4301

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first written above.

OWNER:

Larry L. Coyle

Larry L. Coyle

Judy A. Coyle

Judy A. Coyle

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona

County of Maricopa

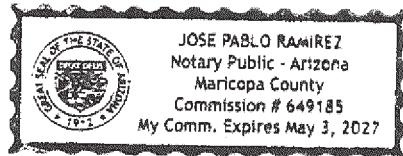
On April 24, 2025 before me, Jose P. Ramirez Notary
(insert name and title of the officer)

personally appeared Larry L. Coyle, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jose P. Ramirez (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona

County of Maricopa

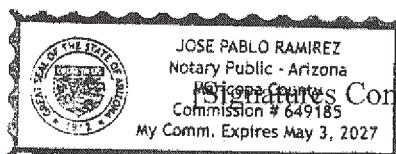
On April 24, 2025 before me, Jose P. Ramirez
(insert name and title of the officer)

personally appeared Judy A. Coyle,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Arizona that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



[Signatures Continue on the Following Page]

OPTIONEE:

Longroad Land Holdings II, LLC,
a Delaware limited liability company

By: *MICHAEL U ALVAREZ*
Name: MICHAEL U ALVAREZ
Its: COO

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of SAN FRANCISCO

On APRIL 29, 2025 before me, JOCELYN KOO, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MICHAEL U ALVAREZ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of CALIFORNIA that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *JK* (Seal)

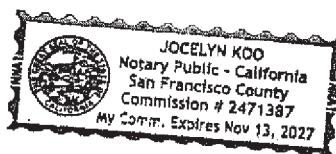


EXHIBIT 'A'

PARCEL NO. 1:

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA ANDS SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4, FROM WHICH THE NORTHEAST CORNER OF SECTION 4 LIES NORTH 00°13'40" EAST (BASIS OF BEARINGS) A DISTANCE OF 5327.03 FEET;

THENCE NORTH 89°28'01" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF OLD U.S. HIGHWAY 80;

THENCE NORTH 00°13'40" EAST, PARALLEL WITH AND 50.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION 4, A DISTANCE OF 783.75 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. 2015-0908877 (RECORD NO. 1 [R1]), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89°35'50" WEST ALONG THE SOUTH LINE OF SAID [R1] A DISTANCE OF 1812.05 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. 2001-0375144 (RECORD NO. 2 [R2]), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00°01'24" EAST A DISTANCE OF 47.31 FEET TO THE SOUTHEAST CORNER OF SAID [R2];

THENCE SOUTH 89°02'00" WEST ALONG THE SOUTH LINE OF SAID [R2] A DISTANCE OF 604.11 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. 2014-0091918 (RECORD NO. 3 [R3]), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°02'00" WEST ALONG THE SOUTH LINE OF SAID [R2] A DISTANCE OF 332.71 FEET;

THENCE NORTH 89°25'30" WEST CONTINUING ALONG THE SOUTH LINE OF SAID [R2] A DISTANCE OF 327.04 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 2 IN RECORD NO. 2008-0268867 (RECORD NO. 4 [R4]), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89°25'30" WEST ALONG THE SOUTH LINE OF SAID [R4] A DISTANCE OF 240.14 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND

DESCRIBED IN PARCEL NO. 4 IN RECORD NO. 2008-0268866 (RECORD NO. 5 [R5]), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89°25'30" WEST ALONG THE SOUTH LINE OF SAID [R5] A DISTANCE OF 112.82 FEET;

THENCE SOUTH 87°31'51" WEST CONTINUING ALONG THE SOUTH LINE OF [R5] A DISTANCE OF 95.05 FEET TO THE SOUTHWEST CORNER OF SAID [R5];

THENCE NORTH 01°57'48" WEST ALONG THE WEST LINE OF SAID [R5] A DISTANCE OF 162.10 FEET;

THENCE NORTH 89°49'08" WEST A DISTANCE OF 392.11 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 4;

THENCE SOUTH 00°09'00" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 4 A DISTANCE OF 862.91 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 4;

THENCE SOUTH 89°28'01" EAST A DISTANCE OF 913.74 FEET;

THENCE SOUTH 66°39'09" EAST A DISTANCE OF 65.75 FEET;

THENCE SOUTH 88°22'10" EAST A DISTANCE OF 531.15 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECORD NO. 2005-1881601 (RECORD NO. 6 [R6]), OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00°09'08" WEST A DISTANCE OF 35.67 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4;

THENCE NORTH 00°09'07" WEST A DISTANCE OF 716.55 FEET TO THE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE AND GEOTHERMAL RESOURCES (COLLECTIVE "OIL AND GAS"), AS RESERVED IN DEED RECORDED IN DOCKET 13940, PAGE 289; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES) BAUXITE; SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MINERALS OF

EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTIONS TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED HEREIN, AS RESERVED IN DEED RECORDED IN DOCKET 13940, PAGE 289; AND

EXCEPT THE FOLLOWING TWO PARAGRAPHS A AND B AS RESERVED IN DEED RECORDED AS 88-115345, OF OFFICIAL RECORDS;

A. ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES.

B. ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS, ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE SPECIFIED HEREIN, THAT MAY BE OR IS LOCATED IN, ON, OR UNDER THE AFOREDESCRIBED LAND.

PARCEL NO. 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4 FROM WHICH THE NORTHEAST CORNER OF SECTION 4 LIES NORTH 00°13'40" EAST (BASIS OF BEARINGS), A DISTANCE OF 5,327.03 FEET;

THENCE NORTH 89°28'01" WEST ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 80 AND THE POINT OF BEGINNING.

THENCE NORTH 00°13'40" EAST PARALLEL WITH AND 50.00 FEET WESTERLY OF THE EASTERLY LINE OF SECTION 4, A DISTANCE OF 783.75 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND IN DOCUMENT RECORDED AS 2015-0908877, OF OFFICIAL RECORDS (RECORD NO. 1 [R1]);

THENCE NORTH 89°35'50" WEST ALONG THE SOUTH LINE OF, A DISTANCE OF 1,812.05 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND DOCUMENT RECORDED AS 2001-0375144, OF OFFICIAL RECORDS (RECORD NO. 2 [R2]);

THENCE SOUTH 00°01'24" EAST, A DISTANCE OF 47.31 FEET TO THE SOUTHEAST CORNER OF [R2];

THENCE SOUTH 89°02'00" WEST ALONG THE SOUTH LINE OF [R2], A DISTANCE OF 604.11 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED AS 2014-0091918, OF OFFICIAL RECORDS (RECORD NO. 3 [R3]);

THENCE SOUTH 00°09'07" EAST ALONG THE EASTERLY LINE, A DISTANCE OF 716.55 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4;

THENCE CONTINUING SOUTH 00°09'07" EAST, A DISTANCE OF 35.67 FEET;

THENCE SOUTH 88°22'10" EAST, A DISTANCE OF 2,411.55 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 80;

THENCE NORTH 00°13'40" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 80, A DISTANCE OF 81.85 FEET TO THE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE AND GEOTHERMAL RESOURCES (COLLECTIVE "OIL AND GAS"), AS RESERVED IN DEED RECORDED IN DOCKET 13940, PAGE 289; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING WITHOUT LIMITATION, NON-LIQUID AND NONGASEOUS HYDROCARBON SUBSTANCES) BAUXITE; SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MINERALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTIONS TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED HEREIN, AS RESERVED IN DEED RECORDED IN DOCKET 13940, PAGE 289; AND

EXCEPT THE FOLLOWING TWO PARAGRAPHS A AND B AS RESERVED IN DEED RECORDED AS 88-115345, OF OFFICIAL RECORDS;

A. ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS

HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES.

B. ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS, ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE SPECIFIED HEREIN, THAT MAY BE OR IS LOCATED IN, ON, OR UNDER THE AFORE DESCRIBED LAND.

APNs 402-03-021 and 402-03-022



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
Thomas Title & Escrow, LLC D/B/A
Thomas Title and Escrow Agency
4800 N. Scottsdale Road, Suite 4300
Scottsdale, AZ 85251


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 24AZZ2632

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 4



COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 24AZZ2632

ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 4



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 24AZ2632

ALTA Commitment for Title Insurance (07-01-2021)

Page 3 of 4



10. CLASS ACTION

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

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment for Title Insurance (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Thomas Title & Escrow, LLC D/B/A Thomas Title and Escrow Agency
Issuing Office: 4800 N. Scottsdale Road, Suite 4300, Scottsdale, AZ 85251 (480) 222-1116
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 24AZ2632
Issuing Office File Number: 24AZ2632
Property Address: Southwest Crossroads, Gila Bend, AZ 85337
Revision Number: Second
Reference No.: 24000371895
Title Officer: Teri Guevara

1. Commitment Date: March 28, 2025 at 9:00AM

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy - Extended
Proposed Insured: LSH Land Holdings, LLC \$1,000,000.00

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

Fee as to Parcel Nos. 1 through 9 and 14 through 16 and Easement as to Parcel Nos. 10 through 13

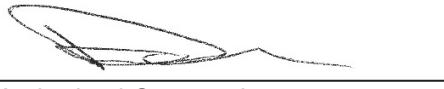
4. The Title is, at the Commitment Date, vested in:

Gila 1130, L.L.C., an Arizona limited liability company as to Parcel Nos. 1 through 9 (vesting) and Mark Anthony Albert Aguire and Robyn Lynn Aguire, husband and wife as community property with right of survivorship as to Parcel No. 14 (vesting) and ATT Land Company, LLC, an Arizona limited liability company as to Parcel Nos 15 and 16 (Vesting)

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY (TT)



Authorized Countersignature

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION
ALTA



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 24AZ2632

PARCEL NO. 1: (401-74-007)

PARCEL NO. 2 OF MINOR LAND DIVISION RECORDED IN [BOOK 1251 OF MAPS, PAGE 30](#), RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS, GAS, OIL, PETROLEUM, HYDROCARBONS, RARE METALS AND FISSIONABLE MATERIALS, IN, ON, UNDER OR THAT MAY BE PRODUCED FROM THE ABOVE LAND, AS RESERVED IN DEED RECORDED IN [DOCKET 2260, PAGE 346](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED IN [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED IN [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2: (401-74-006M)

THAT PORTION OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE EAST LINE OF THE GILA BEND CANAL, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE NORTH 89 DEGREES 56 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 1,987.06 FEET TO THE EAST LINE OF THE GILA BEND CANAL, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 34 BEARS NORTH 89 DEGREES 56 MINUTES 00 SECONDS WEST, 3,255.18 FEET, SAID POINT BEING ON THE ARC OF A CIRCLE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES 04 MINUTES 53 SECONDS EAST, 1,266.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CIRCLE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 47 MINUTES 41 SECONDS, A DISTANCE OF 105.94 FEET;

THENCE NORTH 16 DEGREES 42 MINUTES 48 SECONDS EAST, 1,652.33 FEET TO A POINT ON THE ARC OF CIRCLE, THE CENTER OF WHICH BEARS SOUTH 73 DEGREES 17 MINUTES 12 SECONDS EAST, 2,054.00 FEET;

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CIRCLE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 41 MINUTES 14 SECONDS, A DISTANCE OF 311.43 FEET;

THENCE NORTH 25 DEGREES 24 MINUTES 02 SECONDS EAST, 946.04 FEET TO A POINT ON THE ARC OF A CIRCLE, THE CENTER OF WHICH BEARS NORTH 64 DEGREES 35 MINUTES 58 SECONDS WEST, 1,718.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CIRCLE, THROUGH A CENTRAL ANGLE OF 26 DEGREES 12 MINUTES 40 SECONDS, A DISTANCE OF 785.93 FEET;

THENCE NORTH 00 DEGREES 48 MINUTES 38 SECONDS WEST, 1,263.74 FEET TO A POINT ON THE ARC OF A CIRCLE, THE CENTER OF WHICH BEARS NORTH 89 DEGREES 11 MINUTES 22 SECONDS EAST, 2,568.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CIRCLE, THROUGH A CENTRAL ANGLE OF 10 DEGREES 16 MINUTES 43 SECONDS, A DISTANCE OF 460.68 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 89 DEGREES 50 MINUTES 05 SECONDS EAST, ALONG THE SAID NORTH LINE, 761.18 FEET TO THE NORTHEAST CORNER OF SAID SECTION 34;

THENCE SOUTH 00 DEGREES 26 MINUTES 42 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2,663.67 FEET TO THE EAST QUARTER CORNER THEREOF;

THENCE SOUTH 00 DEGREES 04 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2,654.60 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4SE1/4) OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A BUREAU OF LAND MANAGEMENT (BLM) BRASS CAP STAMPED 1978 MARKING THE SOUTHEAST CORNER OF SAID SECTION 34 WHICH BEARS SOUTH 89 DEGREES 32 MINUTES 40 SECONDS EAST 2,621.28 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 34:

THENCE ALONG THE SOUTH LINE OF SAID SECTION 34 NORTH 89 DEGREES 32 MINUTES 40 SECONDS WEST 131.97 FEET;

THENCE NORTH 12 DEGREES 04 MINUTES 00 SECONDS EAST 647.57 FEET TO THE EAST LINE OF SAID SECTION 34;

THENCE ALONG THE EAST LINE OF SAID SECTION 34 SOUTH 0 DEGREES 18 MINUTES 28 SECONDS WEST 634.32 FEET TO THE POINT OF BEGINNING, AND

EXCEPT ALL MINERALS, GAS, OIL, PETROLEUM, HYDROCARBONS, RARE METALS AND FISSIONABLE MATERIALS, IN, ON, UNDER OR THAT MAY BE PRODUCED FROM THE ABOVE LAND, AS RESERVED IN DEED RECORDED IN [DOCKET 2260, PAGE 346](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED IN [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED IN [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3 (402-03-003A)

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ANY PORTION OF THE PROPERTY LYING WITHIN THE GILA BEND CANAL; AND

EXCEPT THAT PROPERTY LYING WEST OF THE GILA BEND CANAL AS CONVEYED BY DOCUMENT NO. [2001-0596640](#).

PARCEL NO. 4 (402-03-019 & 020)

LOT 3 OF COTTON CENTER TWO, ACCORDING TO [BOOK 1080 OF MAPS, PAGE 16](#), RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION OF CONTAINING IRRIGATION AND DRAINAGE FACILITIES, CANALS, PIPELINES, ACCESS ROADS OR WELLS OF THE PALOMA IRRIGATION AND DRAINAGE DISTRICT AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 21, 2001 AS [2001-1208410](#), OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED AS [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED AS [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 5 (402-03-013G)

THE WEST HALF OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EASTERLY OF THE CENTERLINE OF OLD US HIGHWAY 80;

EXCEPT THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR WITH PLASTIC CAP MARKED RLS 12218 MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10, BEING SOUTH 89°54'03" EAST 2572.56 FEET FROM A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (M.C.D.O.T.) BRASS CAP MARKING THE WITNESS CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 10, BEING SOUTH 89°94'03" EAST 30.56 FEET FROM THE UNMONUMENTED SOUTHWEST CORNER OF SAID SECTION 10;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 10 NORTH 89°54'03" WEST 969.95 FEET;

THENCE NORTH 22°03'44" EAST 2622.34 FEET TO THE NORTH - SOUTH MID SECTION LINE OF SAID SECTION 10;

THENCE ALONG SAID NORTH - SOUTH MID SECTION LINE OF SECTION 10 SOUTH 00°21'15" WEST 2432.05 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ANY PORTION CONTAINING IRRIGATION AND DRAINAGE FACILITIES, CANALS, PIPELINES, ACCESS ROADS OR WELLS OF THE PALOMA IRRIGATION AND DRAINAGE DISTRICT AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 21, 2001 AS [2001-1208410](#), OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED AS [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER,

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED AS [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 6 (402-03-002C)

THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EASTERLY OF THE EAST LINE OF THE GILA BEND CANAL;

EXCEPT ANY PORTION CONTAINING IRRIGATION AND DRAINAGE FACILITIES, CANALS, PIPELINES, ACCESS ROADS OR WELLS OF THE PALOMA IRRIGATION AND DRAINAGE DISTRICT AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 21, 2001 AS [2001-1208410](#), OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED AS [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED AS [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 7: (401-74-003P)

THE EAST HALF OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING NORTH OF THE SOUTH LINE AND WEST OF THE EAST LINE OF FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, FROM WHENCE THE EAST QUARTER CORNER OF SECTION 22 BEARS SOUTH 00° 02' 55" WEST A DISTANCE OF 2635.00 FEET;

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE SOUTH 89° 45' 39" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22 A DISTANCE OF 558.02 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL NO. 36 AS DESCRIBED IN [DOCUMENT NO 2001-1208410](#), OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE SOUTH 16° 18' 53" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 189.85 FEET;

THENCE NORTH 73° 41' 07" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 126.98 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE GILA BEND CANAL AND THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS BEARS SOUTH 77° 07' 27" WEST A DISTANCE OF 127637 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 07' 51" A DISTANCE OF 403.90 FEET TO A NON-TANGENT LINE ON THE CENTERLINE OF AN EXISTING WASH;

THENCE FOLLOWING THE CENTERLINE OF SAID WASH FOR THE NEXT FIFTEEN (15) COURSES:

THENCE NORTH 79° 43' 3" WEST A DISTANCE OF 150.90 FEET;

THENCE SOUTH 84° 32' 57" WEST A DISTANCE OF 128.82 FEET TO THE BEGINNING OF A TANGENT CURVE, WHOSE RADIUS BEARS SOUTH 05° 27' 03" EAST A DISTANCE OF 170.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°05'31" A DISTANCE OF 104.12 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 49° 27' 25" WEST A DISTANCE OF 122.06 FEET TO THE BEGINNING OF A TANGENT CURVE, WHOSE RADIUS BEARS NORTH 40° 32' 35" WEST A DISTANCE OF 422.60 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 04' 22" A DISTANCE OF 148.05 FEET TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS BEARS NORTH 20° 28' 13" WEST A DISTANCE OF 266.73 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55° 20' 01" A DISTANCE OF 257.59 FEET TO A POINT OF TANGENCY;

THENCE NORTH 55° 08' 12" WEST A DISTANCE OF 117.72 FEET TO THE BEGINNING OF A TANGENT CURVE, WHOSE RADIUS BEARS SOUTH 34° 51' 48" WEST A DISTANCE OF 190.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 42' 56" A DISTANCE OF 154.91 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 78° 08' 52" WEST A DISTANCE OF 370.56 FEET TO THE BEGINNING OF A TANGENT CURVE, WHOSE RADIUS BEARS NORTH 11° 51' 08" WEST A DISTANCE OF 100.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 59'38" A DISTANCE OF 69.80 FEET TO A NON-TANGENT LINE;

THENCE NORTH 61° 43' 10" WEST A DISTANCE OF 318.25 FEET;

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE SOUTH 87° 10' 19" WEST A DISTANCE OF 94.74 FEET;

THENCE NORTH 74° 57' 30" WEST A DISTANCE OF 149.29 FEET;

THENCE NORTH 87° 01' 59 WEST A DISTANCE OF 75.33 FEET;

THENCE NORTH 77° 27' 27" WEST A DISTANCE OF 163.98 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 22;

THENCE NORTH 00° 31' 07" WEST ALONG SAID LINE A DISTANCE OF 432.42 FEET TO THE NORTH QUARTER CORNER OF SECTION 22;

THENCE NORTH 89° 45' 39" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22 A DISTANCE OF 85.44 FEET TO THE WEST LINE OF THAT PARCEL NO. 34 AS DESCRIBED IN [DOCUMENT NO 2001-1208410](#), OFFICIAL RECORDS;

THENCE SOUTH 01° 22' 16" EAST ALONG SAID WEST LINE A DISTANCE OF 75.18 FEET;

THENCE NORTH 88° 37' 44" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 200.00 FEET;

THENCE NORTH 01° 22' 16" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 71.23 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22;

THENCE NORTH 89° 45' 39" EAST ALONG SAID NORTH LINE A DISTANCE OF 1781.95 FEET TO THE POINT OF BEGINNING; AND

EXCEPT COMMENCING AT A BLM BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89° 35' 01" EAST, A DISTANCE OF 1,320.05 FEET TO A GLO BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 85° 19' 05" EAST, A DISTANCE OF 2,127.42 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 16° 18' 53" WEST, A DISTANCE OF 240.52 FEET;

THENCE NORTH 88° 37' 44" EAST, A DISTANCE OF 133.83 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE GILA BEND CANAL;

THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 16° 18' 53" EAST, A DISTANCE OF 129.09 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 77° 08' 12" WEST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, TO THE LEFT, HAVING A RADIUS OF 1,277.71 FEET, WITH A CHORD OF SOUTH 14° 35' 20" EAST, 76.96 FEET, AND A CENTRAL ANGLE OF 03° 27' 05" FOR AN ARC DISTANCE OF 76.97 FEET TO A NON-TANGENT LINE;

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

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ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 73° 41' 07" WEST ALONG A RADIAL EXTENSION OF THE LAST DESCRIBED CURVE A DISTANCE OF 126.98 FEET TO THE POINT OF BEGINNING; AND

EXCEPT COMMENCING AT A BLM BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 SOUTH, RANGE 4 WEST;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 35 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,320.05 FEET TO A GLO BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 32 DEGREES 39 MINUTES 17 SECONDS EAST, A DISTANCE OF 3,440.03 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 87 DEGREES 57 MINUTES 29 SECONDS EAST, A DISTANCE OF 131.52 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE GILA BEND CANAL;

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 02 DEGREES 02 MINUTES 31 SECONDS WEST, A DISTANCE OF 200.00 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 87 DEGREES 57 MINUTES 29 SECONDS WEST, A DISTANCE OF 131.52 FEET;

THENCE NORTH 02 DEGREES 02 MINUTES 31 SECONDS EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

EXCEPT COMMENCING AT A BLM BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 SOUTH, RANGE 4 WEST;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 35 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,320.05 FEET TO A GLO BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 18 DEGREES 09 MINUTES 43 SECONDS EAST, A DISTANCE OF 5,320.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87 DEGREES 41 MINUTES 28 SECONDS EAST, A DISTANCE OF 127.87 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE GILA BEND CANAL, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF NORTH 88 DEGREES 02 MINUTES 30 SECONDS WEST;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 1,343.96 FEET, WITH A CHORD OF SOUTH 02 DEGREES 18 MINUTES 32 SECONDS EAST, 200.00 FEET, AND A CENTRAL ANGLE OF 08 DEGREES 32 MINUTES 03 SECONDS FOR AN ARC DISTANCE OF 200.18 FEET TO A NON-TANGENT LINE;

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

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STEWART TITLE GUARANTY COMPANY

THENCE SOUTH 87 DEGREES 41 MINUTES 28 SECONDS WEST, A DISTANCE OF 127.87 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 83 DEGREES 47 MINUTES 40 SECONDS WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 1,471.51 FEET, WITH A CHORD OF NORTH 02 DEGREES 18 MINUTES 32 SECONDS WEST, 200.00 FEET, AND A CENTRAL ANGLE OF 07 DEGREES 47 MINUTES 36 SECONDS FOR AN ARC DISTANCE OF 200.15 FEET TO THE POINT OF BEGINNING; AND

EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 22 FROM WHENCE THE NORTH QUARTER CORNER OF SECTION 22 BEARS SOUTH 89° 45' 39" WEST A DISTANCE OF 2625.44 FEET;

THENCE SOUTH 00° 02' 55" WEST ALONG THE EAST LINE OF SECTION 22, A DISTANCE OF 550.49 FEET;

THENCE NORTH 89° 57' 05" WEST A DISTANCE OF 225.13 FEET TO A POINT ON THE EAST LINE OF THE GILA BEND CANAL (GILLESPIE CANAL) RIGHT-OF-WAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS BEARS NORTH 85° 14' 01" WEST A DISTANCE OF 1407.81 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 04' 52" A DISTANCE OF 517.98 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 16° 18' 53" WEST A DISTANCE OF 38.19 FEET TO THE NORTH LINE OF SECTION 22;

THENCE NORTH 89° 45' 39" EAST ALONG SAID NORTH LINE A DISTANCE OF 288.15 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ALL MINERALS, GAS, OIL, PETROLEUM, HYDROCARBONS, RARE METALS AM) FISSIONABLE MATERIALS, IN, ON, UNDER OR THAT MAY BE PRODUCED FROM THE ABOVE LAND, AS RESERVED IN DEED RECORDED AS [DOCKET 2260, PAGE 346](#), RECORDS OF MARICOPA COUNTY, ARIZONA, AS TO SECTION 22; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED AS [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THEREIN, AS RESERVED IN DEED RECORDED AS [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT ANY PORTION THEREOF CONTAINING IRRIGATION AND DRAINAGE FACILITIES OF THE PALOMA IRRIGATION AND DRAINAGE DISTRICT AS DESCRIBED IN [DOCUMENT NO. 2001-1208410](#) RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT ANY PORTION LYING WITHIN THE GILA BEND CANAL RIGHT OF WAY AS CONVEYED BY QUIT CLAIM DEED RECORDED IN [DOCUMENT NO. 2020-0392713](#), RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 8: (APN 401-74-005A, B, H)

THE EAST HALF OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT COMMENCING AT A 2 INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 27 TOWNSHIP 4 SOUTH, RANGE 4 WEST;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, SOUTH 89 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 2,620.67 FEET TO A BLM BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 27;

THENCE NORTH 44 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 2,785.62 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 15 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 74 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 129.99 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE GILA BEND CANAL;

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 15 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 200.00 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 74 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 129.99 FEET TO THE POINT OF BEGINNING; AND

EXCEPT COMMENCING AT A 2 INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 27 TOWNSHIP 4 SOUTH, RANGE 4 WEST;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, SOUTH 89 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 2,620.67 FEET TO A BLM BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 27;

THENCE NORTH 78 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 1,645.90 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 17 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 200.00 FEET;

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE SOUTH 72 DEGREES 28 MINUTES 05 SECONDS EAST, A DISTANCE OF 144.30 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE GILA BEND CANAL;

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 17 DEGREES 31 MINUTES 55 SECONDS WEST, A DISTANCE OF 200.00 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 72 DEGREES 28 MINUTES 05 SECONDS WEST, A DISTANCE OF 144.30 FEET TO THE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, CASINGHEAD GAS, ALL LIQUID AND GASEOUS HYDROCARBON SUBSTANCES, ALL OTHER SUBSTANCES OF A GASEOUS NATURE, AND GEOTHERMAL RESOURCES AS RESERVED IN DEED RECORDED AS [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, FUELS, SUBSTANCES, ASPHALTIC MINERALS, HELIUM, HYDROGEN, SULFIDE, NITROGEN, SULPHUR, COAL, LIGNITE, CARBONIFEROUS DEPOSITS (INCLUDING, WITHOUT LIMITATION, NON-LIQUID AND NON-GASEOUS HYDROCARBON SUBSTANCES), BAUXITE, SHALE, FOSSILS, PHOSPHATE, NITRATE, POTASH, URANIUM, THORIUM, MATERIALS USED IN THE PRODUCTION OF FISSIONABLE MATERIALS, RADIOACTIVE SUBSTANCES OR SOURCE MATERIALS, COPPER, GOLD, SILVER, RARE METALS, MATERIALS OF EVERY KIND AND CHARACTER USED IN THE PRODUCTION OF ENERGY, AND ALL OTHER METALLIC AND NONMETALLIC OR ORGANIC AND INORGANIC MINERALS, ORES, OR DEPOSITS, WHETHER OR NOT OF COMMERCIAL VALUE, AND WITHOUT RESTRICTION TO SUCH ENUMERATED MINERALS ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE PARTICULAR SPECIFIED THEREIN, AS RESERVED IN DEED RECORDED AS [DOCKET 13940, PAGE 289](#), RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT ANY PORTION THEREOF CONTAINING IRRIGATION AND DRAINAGE FACILITIES OF THE PALOMA IRRIGATION AND DRAINAGE DISTRICT AS DESCRIBED IN [DOCUMENT NO 2001-1208410](#) RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT ANY PORTION LYING WITHIN THE GILA BEND CANAL RIGHT OF WAY AS CONVEYED BY QUIT CLAIM DEED RECORDED IN [DOCUMENT NO. 2020-0392713](#), RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 9 (APN 402-03-001E)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHENCE THE NORTHEAST CORNER OF SECTION 3 BEARS NORTH 01° 12' 50" EAST A DISTANCE OF 2644.39 FEET;

THENCE NORTH 89° 42' 45" WEST ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 3 A DISTANCE OF 1303.62 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3;

THENCE SOUTH 01° 03' 38" WEST ALONG SAID EAST LINE A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3;

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE NORTH 89° 42' 45" WEST ALONG SAID SOUTH LINE A DISTANCE OF 618.73 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00° 17' 15" WEST A DISTANCE OF 180.59 FEET;

THENCE NORTH 89° 42' 45" WEST A DISTANCE OF 262.41 FEET;

THENCE NORTH 13° 30' 07" EAST A DISTANCE OF 185.50 FEET TO SAID SOUTH LINE OF THE NORTH 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3;

THENCE SOUTH 89° 42' 45" EAST ALONG SAID SOUTH LINE A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10:

AN EASEMENT, WITH RIGHTS APPURTENANT THERETO, AS SET FORTH IN EASEMENT AGREEMENT RECORDED JUNE 1, 2016, IN [DOCUMENT NO 2016-0233405](#), RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 11:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR ABOVE-GROUND AND UNDERGROUND UTILITY LINES AND APPURTENANCES AS SET FORTH IN EASEMENT AGREEMENT, DATED NOVEMBER 12, 2010, RECORDED NOVEMBER 12, 2010 IN [DOCUMENT NUMBER 2010-0990839](#).

PARCEL NO. 12:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR WATERLINE AND APPURTENANCES AS SET FORTH IN EASEMENT AGREEMENT, DATED NOVEMBER 12, 2010, RECORDED NOVEMBER 12, 2010 IN [DOCUMENT NUMBER 2010-0990840](#).

PARCEL NO. 13:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR ABOVE-GROUND AND UNDERGROUND UTILITY LINES AND APPURTENANCES AS SET FORTH IN EASEMENT AGREEMENT, DATED MARCH 18, 2011, RECORDED MARCH 18, 2011 IN [DOCUMENT NUMBER 2011-0234636](#).

PARCEL NO. 14 (APN 402-03-001F):

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WEST OF THE EAST RIGHT OF WAY LINE OF THE GILLESPIE CANAL (ALSO KNOWN AS THE GILA BEND CANAL);

EXCEPTING THEREFROM PORTION CONVEYED IN WARRANTY DEED RECORDED AS [RECORDING NO. 2004-0756494](#) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SWSE) OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR WITH TAG MARKED RLS 4968 MARKING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SWSE) OF SECTION 3 FROM WHICH A 5/8 INCH REBAR WITH TAG MARKED RLS 4968 MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 3 SOUTH 89 DEGREES 54 MINUTES 33 SECONDS EAST 1296.63 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 3 SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST 164.00 FEET;

THENCE NORTH 22 DEGREES 03 MINUTES 44 SECONDS EAST 457.59 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 01 DEGREES 03 MINUTES 52 SECONDS WEST 423.88 FEET TO THE POINT OF BEGINNING;

AND FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED SPECIAL WARRANTY DEED RECORDED AS [RECORDING NO. 2016-0233402](#) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHENCE THE NORTHEAST CORNER OF SECTION 3 BEARS NORTH 01 DEGREES 12 MINUTES 50 SECONDS EAST A DISTANCE OF 2644.39 FEET;

THENCE NORTH 89 DEGREES 42 MINUTES 45 SECONDS WEST ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 3 A DISTANCE OF 1303.62 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3;

THENCE SOUTH 01 DEGREES 03 MINUTES 38 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3;

THENCE NORTH 89 DEGREES 42 MINUTES 45 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 618.73 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 17 MINUTES 15 SECONDS WEST A DISTANCE OF 180.59 FEET;

THENCE NORTH 89 DEGREES 42 MINUTES 45 SECONDS WEST A DISTANCE OF 262.41 FEET;

THENCE NORTH 13 DEGREES 30 MINUTES 07 SECONDS EAST A DISTANCE OF 185.50 FEET TO SAID SOUTH LINE OF THE NORTH 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3;

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File No.: 24AZ2632

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**EXHIBIT "A"****LEGAL DESCRIPTION**

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE SOUTH 89 DEGREES 42 MINUTES 45 SECONDS EAT ALONG SAID SOUTH LINE A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 15 (402-03-012):

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 16 (402-04-016)

THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY AND ALL RIGHTS AND INTEREST IN THE GILLESPIE CANAL (ALSO KNOWN AS THE GILA BEND CANAL), THE WATER TRANSPORTED THEREIN, AND ALL HEREDITAMENTS, EASEMENTS AND OTHER RIGHTS BELONGING OR APPURTEnant TO SAID CANAL; AND ALSO

EXCEPT ANY AND ALL RIGHTS AND INTEREST IN ALL WELLS, PUMPS, PIPELINES ELECTRIC AND ALL OTHER EQUIPMENT AND APPARATUS USED FOR IRRIGATION PURPOSES AND SITUATED ON THE PROPERTY AS OF MAY 1, 1977.

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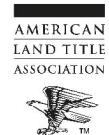
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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

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Requirements

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a. Print must be ten-point type (pica) or larger.
- b. Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.
NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

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

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. All of 2024 taxes are paid except see below. ([tax sheets](#))

NOTE: See attached tax sheets for the following parcel numbers:

401-74-003P, 401-74-005B, 401-74-005G, 401-74-005H, 401-74-006M, 401-74-007, 402-03-001E, 402-03-002C, 402-03-003A, 402-03-013G, 402-03-019, 402-03-020, 402-04-016 and 402-03-012
(Affects Parcel Nos. 1 through 9, 15 and 16)

Pay 2nd installment of 2024 taxes for 402-03-001F (Parcel No. 14)

6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation(s), please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company with Affidavit of No Open Deeds of Trust or Mortgages.
(Affects Parcel Nos. 1 through 9)

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ALTA Commitment for Title Insurance Schedule B1 (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

7. FURNISH PLAT OF SURVEY acceptable to the Company. THE RIGHT IS RESERVED to make additional requirements or exceptions upon examination of said plat.

NOTE: The plat of survey furnished to satisfy the above requirements must be made by a Registered Land Surveyor, showing proper ties to locating monuments, location of the improvements on the premises, easements or rights-of-way, over or under the property, together with any encroachments or projections, fences or any other matters affecting the use and occupancy of the premises, and CERTIFICATION BY said Land Surveyor shall read as follows:

"This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS includes items 1, 8, 11 and 13 of Table A thereof. The field work was completed on *."

Additionally, the Certification must include "AZ - Thomas Title & Escrow, LLC and Stewart Title Guaranty Company."

NOTE RE ZONING: Should Zoning coverage be requested the following will additionally be REQUIRED:

- (A) Survey must include Items 6, 7(a), 7(b)(i) and 7(c) of Table A, and the type and number of parking spaces must be included;
- (B) FURNISH the Company with a Letter or Certificate from the local zoning authority stating:
Zoning classification and vesting date of the land;
Permitted uses under that classification;
Improvements on land constitute a permitted use;
No notice of violation has been issued.

THE RIGHT IS RESERVED to make additional exceptions or requirements upon examination of the required items.

8. USUAL RECORDING INSPECTION report by an employee of the Company immediately prior to recording. NOTIFY Title Department NO LATER THAN 48 HOURS prior to scheduled recording. If such inspection discloses additional matters, the recording will be delayed until resolved.
9. FURNISH an Owner's Affidavit and Indemnity Agreement for the benefit of Stewart Title & Trust and Stewart Title Guaranty Company executed by the seller/borrower that no work or material has been done or furnished within the statutory lien period which could give rise to a mechanic's or materialman's lien.
10. FURNISH copy of filed Articles of Organization of Gila 1130, L.L.C., an Arizona limited liability company which states whether said limited liability company is member managed or manager managed.
11. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of Gila 1130, L.L.C., an Arizona limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination
12. RECORD TERMINATION of Memorandum of Option to Lease or Purchase recorded December 23, 2022 as [2022-0908418](#), of Official Records.

RECORD TERMINATION of Memorandum of Option Contract for Sale & Purchase of Real Property recorded January 10, 2025 as [20250015871](#), of Official Records. (Parcel No. 14)

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

13. FURNISH copy of filed Articles of Organization of ATT Land Company, LLC, an Arizona limited liability company which states whether said limited liability company is member managed or manager managed.
14. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of ATT Land Company, LLC, an Arizona limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination.

15. RECORD Deed from Gila 1130, L.L.C., an Arizona limited liability company and Mark Anthony Albert Aguire and Robyn Lynn Aguire, husband and wife and ATT Land Company, LLC, an Arizona limited liability company 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

16. RECORD RELEASE AND RECONVEYANCE of Deed of Trust given to secure the original amount of \$219,000.00, and any other amounts payable under the terms thereof

Dated: May 16, 2019

Trustor: Mark Anthony Albert Aguire, a married person and Robyn Lynn Aguire, a married person

Trustee: James Mago

Beneficiary: United States of America, acting through the Farm Service Agency, United States Department of Agriculture

Recorded: May 17, 2019 as [2019-0363880](#), of Official Records.

(Affects Parcel No. 14)

17. RECORD RELEASE AND RECONVEYANCE of Deed of Trust given to secure the original amount of \$294,000.00, and any other amounts payable under the terms thereof

Dated: May 16, 2019

Trustor: Mark Anthony Albert Aguire, a married person and Robyn Lynn Aguire, a married person

Trustee: James Mago

Beneficiary: United States of America, acting through the Farm Service Agency, United States Department of Agriculture

Recorded: May 30, 2019 as [2019-0397182](#), of Official Records.

(Affects Parcel No. 14)

18. RECORD RELEASE AND RECONVEYANCE of Deed of Trust given to secure the original amount of \$487,156.94, and any other amounts payable under the terms thereof

Dated: July 29, 2020

Trustor: Mark Anthony Albert Aguire, a married person and Robyn Lynn Aguire, a married person

Trustee: James Mago

Beneficiary: United States of America, acting through the Farm Service Agency, United States Department of Agriculture

Recorded: August 19, 2020 as [2020-0761692](#), of Official Records.

(Affects Parcel No. 14)

19. RECORD RELEASE AND RECONVEYANCE of Deed of Trust given to secure the original amount of \$503,721.98, and any other amounts payable under the terms thereof

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Dated: May 04, 2022

Trustor: Mark Anthony Albert Aguire, a married person and Robyn Lynn Aguire, a married person

Trustee: Grace Lamas

Beneficiary: United States of America, acting through the Farm Service Agency, United States Department of Agriculture

Recorded: May 11, 2022 as [2022-0410792](#), of Official Records.

(Affects Parcel No. 14)

20. Year 2024, Parcel No. 402-03-001F

Total Amount: \$1,015.20

First Installment: \$507.60 [Paid]

Second Installment: \$507.60 [Payable and due]

(Affects Parcel No. 14)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

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Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. Any 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.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage 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.

8. **INTENTIONALLY OMITTED** - Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2024.
9. Liabilities and obligations imposed upon said land by reason of its inclusion within Paloma Irrigation and Drainage District.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

10. Liabilities and obligations imposed upon said land by reason of its inclusion within Woosley Flood Control District (FKA) Little Rainbow Valley Flood Control District (85-064328).
11. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
12. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Easement for electric lines and appurtenances and rights incident thereto, as set forth in instrument recorded as [Docket 2381, Page 268](#).
(Affects Parcel No. 1)
15. Easement for electric lines and appurtenances and rights incident thereto, as set forth in instrument recorded as [Docket 11397, Page 75](#).
(Affects Parcel No. 1)
16. The right of entry to prospect for, mine and remove the minerals in said land, as set forth in recorded as [Docket 13940, Page 289](#).
(Affects Parcel Nos. 1, 2, 4, 5, 6, 7 and 8)
17. Easement for electric lines and appurtenances and rights incident thereto, as set forth in instrument recorded as [Docket 15631, Page 1139](#).
(Affects Parcel No. 1)
18. Terms and conditions as contained in instrument entitled Water and Water Rights Agreement, recorded December 28, 1989 as [89-596373](#), of Official Records, Quit-Claim Deed recorded May 13, 1993 as [93-0296684](#), of Official Records, Deed and Assignment of Beneficial Interest recorded June 06, 1994 as [94-0448578](#), of Official Records, Judgement recorded November 26, 1997 as [97-0833717](#), of Official Records and recorded as [97-0833718](#), of Official Records.
(Affects Parcel Nos. 1, 2, 4, 5, 6, 7 and 8)
19. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls origin contained in instrument recorded as [2001-0829447](#), of Official Records, First Amendment recorded as [2001-0829448](#), of Official Records and re-recorded as [2002-0787052](#), of Official Records.
(Affects Parcel Nos. 1, 2, 4, 5, 6, 7 and 8)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

20. Terms and conditions as contained in instrument entitled Agreement for Electric Service with Block I Customers, recorded March 26, 2002 as [2002-0302415](#), of Official Records.
(Affects Parcel Nos. 1 and 2)
21. Terms and conditions as contained in instrument entitled District Development, Financing Participation, Waiver and Intergovernmental Agreement, recorded October 11, 2007 as [2007-1113614](#), of Official Records.
(Affects Parcel Nos. 1, 2, 3, 4, 5, 6, 7 and 8)
22. Terms and conditions as contained in instrument entitled Resolution No. 07-18, recorded December 04, 2007 as [2007-1276490](#), of Official Records.
(Affects Parcel Nos. 1, 2, 3, 4, 6, 7 and 8)
23. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded as [Book 1070 of Maps, Page 13](#).
(Affects Parcel No. 1)
24. Terms and conditions as contained in instrument entitled Easement Agreement, recorded November 12, 2010 as [2010-0990839](#), of Official Records.
25. Terms and conditions as contained in instrument entitled Easement Agreement, recorded November 12, 2010 as [2010-0990840](#), of Official Records.
26. Terms and conditions as contained in instrument entitled Easement Agreement, recorded December 07, 2015 as [2015-0865912](#), of Official Records.
(Affects Parcel No. 1)
27. Terms and conditions as contained in instrument entitled Easement Agreement, recorded December 07, 2015 as [2015-0865914](#), of Official Records.
(Affects Parcel No. 1)
28. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded as [Book 1251 of Maps, Page 30](#).
(Affects Parcel No. 1)
29. Terms and conditions as contained in instrument entitled Easement Agreement, recorded April 08, 2016 as [2016-0233404](#), of Official Records.
(Affects Parcel No.s 2, 3, 4, 5, 6 and 9)
30. Terms and conditions as contained in instrument entitled Easement Agreement, recorded April 08, 2016 as [2016-0233405](#), of Official Records.
(Affects Parcel Nos. 2 and 3)
31. Easement for highway and rights incident thereto, as set forth in instrument recorded as [Docket 976, Page 373](#).
(Affects Parcel Nos. 3, 5 and 6)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

32. Easement for ingress and egress and rights incident thereto, as set forth in instrument recorded as [2001-0596640](#), of Official Records.
(Affects Parcel No. 3)
33. Easement for public highway and rights incident thereto, as set forth in instrument recorded as [Book 250 of Deeds, Page 436](#).
(Affects Parcel No. 4)
34. Right of way for road shown on map recorded in [Book 11 of Road Maps, Page 31](#).
(Affects Parcel No. 4)
35. Easement for electric lines and appurtenances and rights incident thereto, as set forth in instrument recorded as [Docket 2471, Page 63](#).
(Affects Parcel No. 4)
36. Easement for electric lines and appurtenances and rights incident thereto, as set forth in instrument recorded as [Docket 2471, Page 65](#).
(Affects Parcel No. 4)
37. Easement for electric lines and appurtenances and rights incident thereto, as set forth in instrument recorded as [Docket 8556, Page 865](#).
(Affects Parcel No. 4)
38. Easement for natural gas pipeline and rights incident thereto, as set forth in instrument recorded as [2001-0009267](#), of Official Records, First Amendment recorded as [2002-0594803](#), of Official Records and Second Amendment recorded as [2002-1100466](#), of Official Records.
(Affects Parcel Nos. 4, 5 and 6)
39. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded as [Book 1080 of Maps, Page 16](#).
(Affects Parcel No. 4)
40. Terms and conditions as contained in instrument entitled Easement Agreement, recorded March 18, 2011 as [2011-0234636](#), of Official Records.
(Affects Parcel No. 4)
41. Covenants, conditions and restriction as set forth in Special Warranty Deed recorded as [2001-1218320](#), of Official Records.
(Affects Parcel No. 5)
42. Easement for electric lines and appurtenances and rights incident thereto, as set forth in instrument recorded as [2003-0950616](#), of Official Records.
(Affects Parcel No. 6)
43. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded as [2002-0812606](#), of Official Records.
(Affects Parcel Nos. 7 and 8)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

44. Easement for electrical and telecommunication facilities and rights incident thereto, as set forth in instrument recorded as [2020-0430016](#), of Official Records.
(Affects Parcel No. 8)
45. Easement for road and appurtenant facilities and rights incident thereto, as set forth in instrument recorded as [2020-0499963](#), of Official Records.
(Affects Parcel No. 8)
46. Any facts about the land that a correct survey would disclose and that are not shown by the public records.
47. Rights of parties in possession.
NOTE: This exception may be made more specific upon our examination of documents which entitle the occupants to possession.
48. (INTENTIONALLY DELETED) Taxes and assessments collectible by the County Treasurer, Second Installment a lien payable but not yet due for the year 2024.
(Affects Parcel No. 14)
49. Easement for highway and rights incident thereto, as set forth in instrument recorded as Docket 976, Page 375.
(Affects Parcel No. 14)
50. Easement for electric lines and poles and rights incident thereto, as set forth in instrument recorded as Docket 2471, Page 61.
(Affects Parcel No. 14)
51. Easement for electric lines and rights incident thereto, as set forth in instrument recorded as [2003-0859249](#), of Official Records.
52. The right of the State of Arizona to prohibit, limit, control or restrict access to the Highway SR 85 recorded as [2004-0756494](#), of Official Records.
53. Terms and conditions as contained in instrument entitled Easement Agreement recorded April 08, 2016 as [2016-0233404](#), of Official Records.
54. The right of entry to prospect for, mine and remove the minerals in said land, as set forth in recorded as [Docket 2260, Page 346](#).
(Affects Parcel Nos. 1, 2 and 8)
55. Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2025.
56. Terms and conditions as contained in instrument entitled Resolution of Establishment, recorded as [20040343600](#) of Official Records. (Parcel Nos. 15 and 16)
57. ANY ACTION that may be taken by Flood Control District to acquire property or rights of way for flood control as disclosed by instrument recorded as [850064328](#) of Official Records. (Parcel Nos. 15 and 16)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 24AZ2632

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 24 of 25



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

58. THE LACK of a legal right of access recorded in insurable form to and from said land to a public street.

Notwithstanding the affirmative assurance of Paragraph 4, the Company is unwilling to insure access. (Parcel Nos. 15 and 16)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 24AZ2632

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 25 of 25



When recorded, return to:

Sonoran Trails, LLC
5013 E Washington St #100
Phoenix, AZ 85034
Attn: Gary T Smith

6177450-10-11-6--
sarabiam

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Easement”) is entered into as of December 7, 2015 (the “Effective Date”), by and between **PALOMA IRRIGATION AND DRAINAGE DISTRICT**, a political subdivision of the State of Arizona (“Grantor”), and **SONORAN TRAILS, LLC**, an Arizona limited liability company (“Grantee”) (each, a “Party” and, collectively, the “Parties”).

RECITALS:

A. Grantor, owns the real property situated in Maricopa County, Arizona (“Grantor Property”), as described on Exhibit “A” and depicted on Exhibit “B”, attached hereto and incorporated herein.

B. Grantee owns the real property situated in Maricopa County, Arizona described on Exhibit “C” attached hereto and incorporated herein (the “Grantee Property”).

C. Grantee desires to obtain, and Grantor desires to convey, a perpetual non-exclusive easement upon, over, across and under portions of the Grantor Property, (collectively, the “Easement Area”), for the purpose of (i) providing a means of vehicular and pedestrian access to and from the Grantee Property, including access to and from U.S. Highway 80 (“Highway 80”), and (ii) installing, maintaining and operating utility lines and facilities serving the Grantee Property, subject to the terms and conditions stated herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The recitals set forth above and the Exhibits attached hereto are hereby incorporated into this Agreement by this reference and are made a part hereof.

2. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive easement on, above, under, across, through and within the Easement Area for (a) the purpose of providing a means of pedestrian and vehicular ingress and egress to and from the Grantee Property and any public and/or private roads, including access to and from Highway 80, and placing, constructing, installing, maintaining, using and repairing, at the election of Grantee in its sole discretion, a private roadway, or public roadway (collectively the “Grantee’s Access Improvements”), and (b) placing, constructing, installing, maintaining, using, removing and repairing above-ground and underground

utility lines, facilities, and appurtenances (collectively, the "Grantee's Utilities"). The Easement and the covenants, rights and obligations set forth in this Easement shall run with the Grantor Property and Grantee Property, and shall be binding upon and inure to the benefit of Grantor and Grantee, and any other parties having any title or interest in the Property or any part thereof including the heirs, successors and assigns of the Grantor and Grantee who continue to have any title or interest in the Grantor or Grantee Property.

3. **Maintenance and Repair.** Grantee shall, at its sole cost and expense (a) maintain and keep the Grantee's Access Improvements and Grantee's Utilities, in good order, repair and condition, reasonable wear and tear excepted, in accordance with applicable present and future ordinances, laws, regulations and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction, and (b) use reasonable care to avoid damage to the Easement Area and the Grantor Property and shall promptly repair any such damage. All improvements installed by the Grantee under or within the Easement Area shall remain the personal property of Grantee.

4. **Indemnity.** Grantee shall defend, hold harmless and indemnify Grantor, for, from and against any and all personal injury and/or property losses, costs, damages and expenses which may be claimed or asserted against Grantor or the Grantor Property, including, without limitation, reasonable attorneys' fees, in any way connected with or arising out of Grantee's activities or activities of its employees, agents, contractors, subcontractors and other representatives in or on the Grantor Property. Grantor shall defend, hold harmless and indemnify Grantee, for, from and against any and all personal injury and/or property losses, costs, damages and expenses which may be claimed or asserted against Grantee, including, without limitation, reasonable attorneys' fees, in any way connected with or arising out of Grantor's activities or activities of its employees, agents, contractors, subcontractors and other representatives in or on the Easement Area.

5. **Amendment or Termination.** This Easement may be amended or terminated only by a recorded document executed by the Grantor and Grantee or, if applicable, the respective successors and assigns of each. In the event that Grantee acquires title to the Grantor Property, Grantee may terminate this Easement by recording a termination document executed by Grantee.

6. **No Public Dedication.** Nothing in this Easement shall be deemed to be a gift or dedication of the Easement Area to the general public for any purpose whatsoever, and the Easement granted hereby shall be strictly limited to and for the purposes states herein.

7. **Successors and Assigns, Third Party Beneficiary.** This Easement and all the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties and the respective successors and assigns of each who continue to have any title or interest in the Grantor Property and Grantee Property, and no other party shall be entitled to enforce any term, covenant or condition of this Easement, or have any rights hereunder.

8. **Counterparts.** This Easement may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

9. **No Partnership.** No term of this Easement Agreement shall not be deemed to create a partnership between or among Grantor and Grantee, nor shall this Easement Agreement cause either of them to be considered joint venturers.

10. **Choice of Law; Severability.** This Easement Agreement shall be governed by the laws of the State of Arizona. In the event that any of the provisions of this Easement Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity, and enforceability of the remaining provisions shall not be affected thereby.

Executed as of the Effective Date.

GRANTOR:

PALOMA IRRIGATION AND DRAINAGE DISTRICT, a political subdivision of the State of Arizona

By: John Utz
John Utz, Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)
 2015

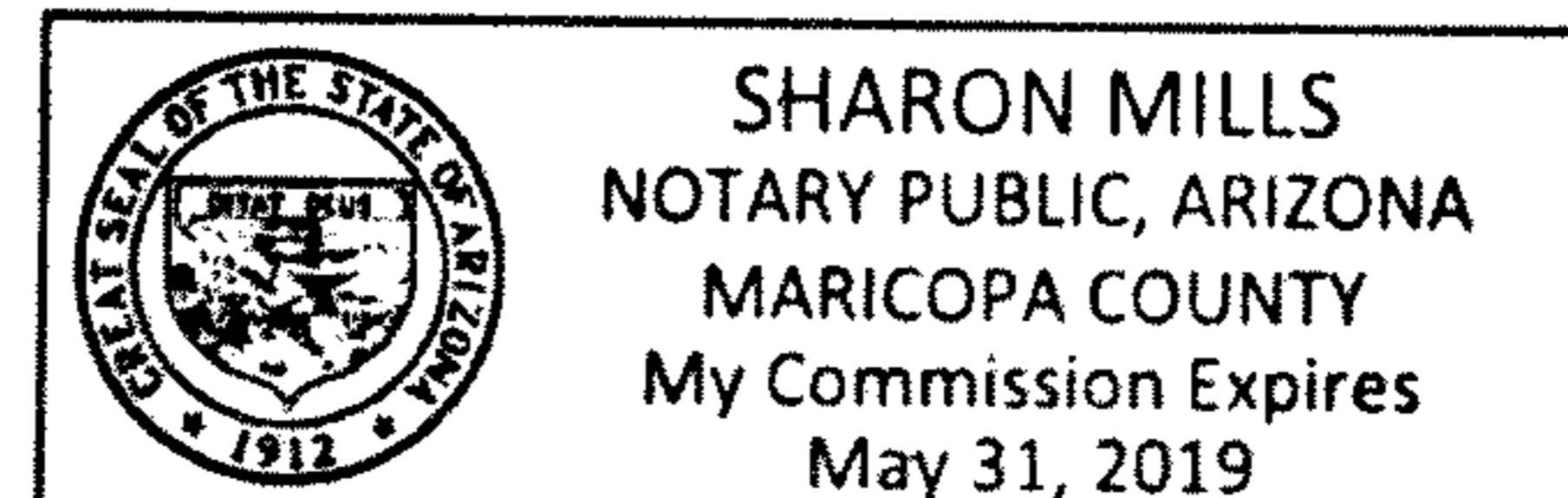
On this, the 24 day of November, before me, the undersigned Notary Public, personally appeared John Utz and _____ who acknowledged themselves to be the Manager of Paloma Irrigation and Drainage District, a political subdivision of the State of Arizona, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon Mills
Notary Public

My Commission Expires:

May 31, 2019



GRANTEE:

SONORAN TRAILS, LLC, an Arizona limited liability company

By: **Jokake Holdings, LLC,**
an Arizona limited liability company
Its: Manager

By:

~~Gary T. Smith, Manager~~

On this, the 1 day of December, before me, the undersigned Notary Public, personally
appeared Gary T. Smith who acknowledged himself to be the Authorized Agent of Jokake Holdings, LLC,
an Arizona limited liability company, the Manager of Sonoran Trails, LLC, an Arizona limited liability
company, and that he as such officer, being authorized so to do, executed the foregoing instrument for
the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

March 12, 2016

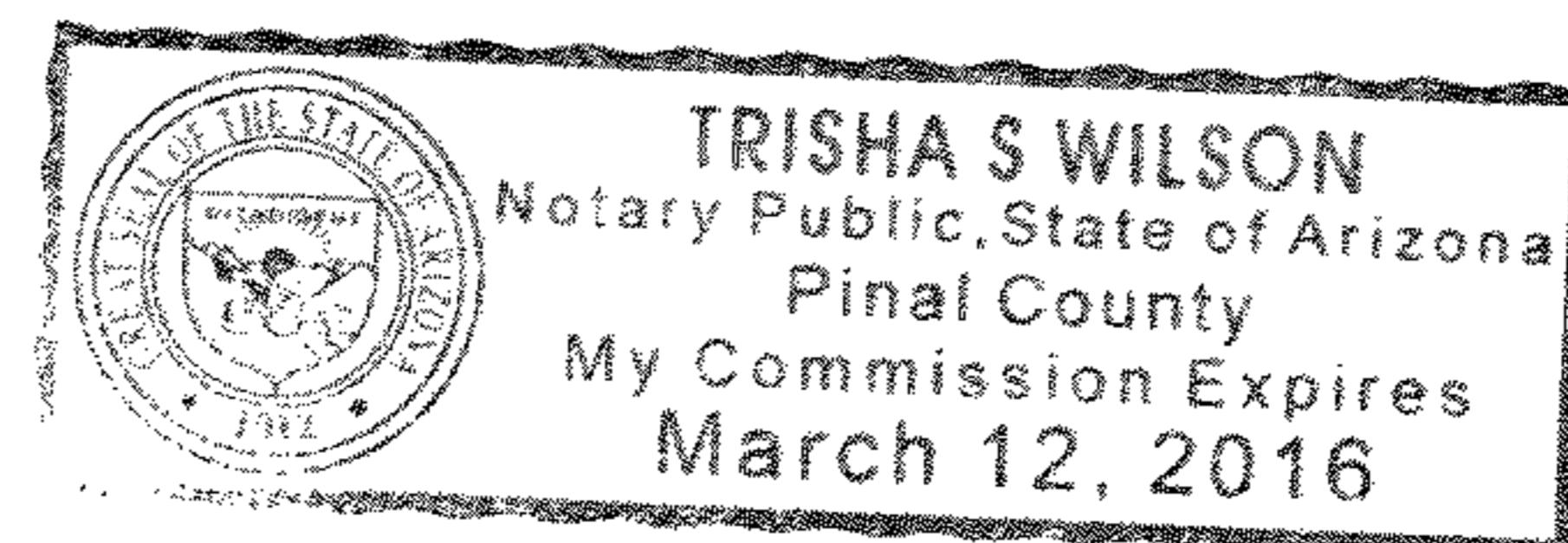


EXHIBIT "A"

(Description of Grantor Property of Easement Area attached)

LEGAL DESCRIPTION

INGRESS/EGRESS EASEMENT ACROSS WELL SITE

An easement for ingress and egress across a Well Site as shown on the plat of COTTON CENTER ONE as recorded in Book 1070 of Maps, page 13, records of Maricopa County, Arizona, and lying within Section 34, Township 4 South, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northwest corner of said Section 34;
 Thence South $00^{\circ} 19' 45''$ West (Basis of Bearings) along the West line of said Section 34 a distance of 1284.54 feet;
 Thence South $89^{\circ} 36' 51''$ East a distance of 50.00 to the Northwest corner of Lot 1 of said COTTON CENTER ONE;
 Thence continuing along the northerly line of said Lot 1, South $89^{\circ} 36' 51''$ East a distance of 1352.66 feet to the westerly line of said Well Site and the **POINT OF BEGINNING**;
 Thence South $89^{\circ} 37' 38''$ East a distance of 200.00 feet to the East line of said Well Site;
 Thence South $00^{\circ} 21' 47''$ West along said East line a distance of 20.00 feet;
 Thence North $89^{\circ} 37' 38''$ West a distance of 200.00 feet to the West line of said Well Site;
 Thence North $00^{\circ} 21' 47''$ West along said West line a distance of 20.00 feet to the **POINT OF BEGINNING**.

Containing 4,000 sq. ft.



Land Survey Services PLC
 3160 N. 302nd Lane
 Buckeye, AZ 85396

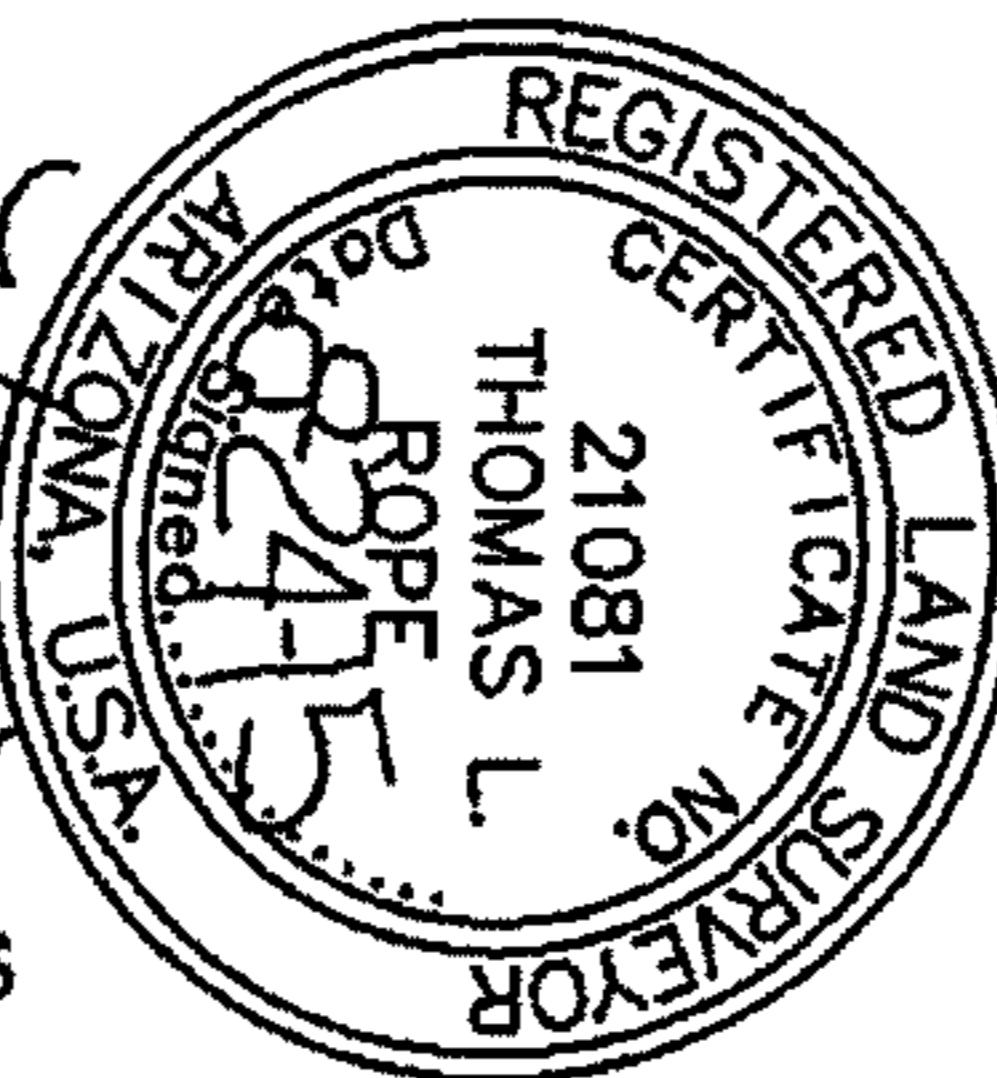
Expires 3-31-2016

Job No. 15064

EXHIBIT "B"
(Depiction of Easement Property attached)

A vertical stack of seven black rectangular blocks. Each block features a different geometric cutout or notch, creating a pattern that resembles a stylized 'W' or 'H' shape. The top block has a central vertical notch. The second block has a wide 'X' notch. The third block has a central vertical notch. The fourth block has a wide horizontal notch. The fifth block has a central vertical notch. The sixth block has a wide horizontal notch. The bottom block has a central vertical notch.

A PORTION OF THE NEW 1/4 SECTION 34,
T4S, R4W, G&SRBM, MARICOPA COUNTY, AZ



Expires 3/31/2016

20' WELL ACCESS ESMT
DOC #1999-588878
DOC #1999-692306
DOC #2002-787052

LOT 1, COTTON CENTER ONE
BOOK 1070 MAPS, PAGE 13,

LOT 1, COTTON CENTER ONE
BOOK 1070 MAPS, PAGE 13.

EXHIBIT "C"
(Description of Grantee Property attached)

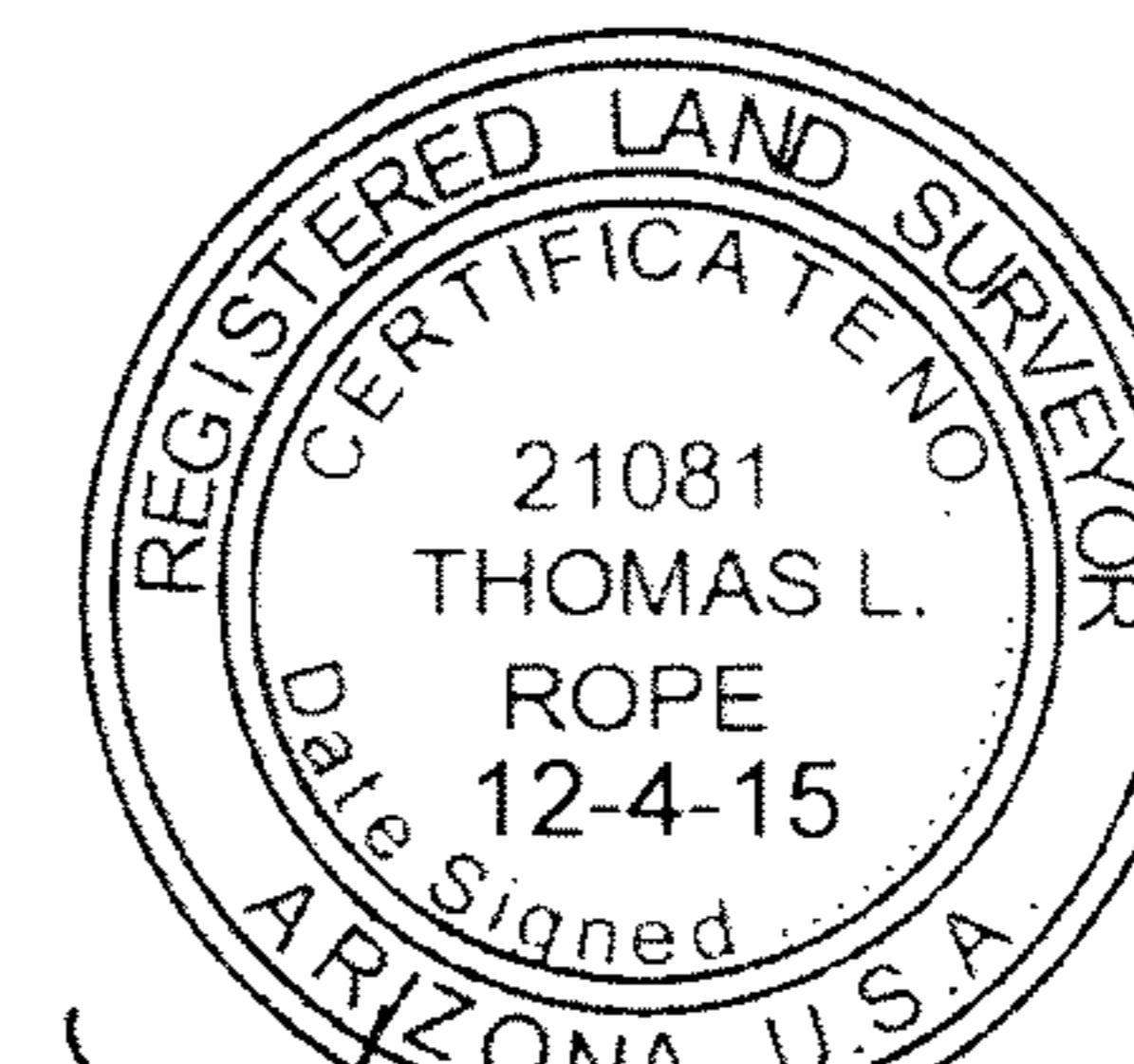
LEGAL DESCRIPTION

APN 401-74-007

That portion of Lot 1 of COTTON CENTER ONE as recorded in Book 1070 of Maps, page 13, records of Maricopa County, Arizona, and lying within Section 34, Township 4 South, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northwest corner of said Section 34;
 Thence South 89° 33' 53" East (Basis of Bearings) along the North line of said Section 34 a distance of 1403.38 feet to the Northwest corner of said Lot 1 and the **POINT OF BEGINNING**;
 Thence along the northerly and easterly boundary of Lot 1 for the next six (6) courses:
 Thence South 89° 33' 53" East a distance of 1217.27 feet to the North quarter corner of Section 34;
 Thence South 89° 34' 36" East a distance of 1638.23 feet to the Northeast corner of Lot 1 and the beginning of a non-tangent curve, whose radius bears South 80° 58' 05" East a distance of 2768.00 feet;
 Thence southerly along said curve through a central angle of 09° 27' 09" a distance of 456.66 feet to a to a point of tangency;
 Thence South 00° 25' 14" East a distance of 683.00 feet;
 Thence South 89° 34' 46" West a distance of 100.00 feet;
 Thence South 00° 25' 14" East a distance of 142.27 feet;
 Thence leaving the easterly boundary of Lot 1 North 89° 37' 31" West a distance of 2535.38 feet to a point on the westerly boundary of Lot 1;
 Thence along the westerly boundary of Lot 1 for the next three (3) courses:
 Thence North 00° 21' 41" East a distance of 150.04 feet;
 Thence North 89° 38' 19" West a distance of 200.00 feet;
 Thence North 00° 21' 41" East a distance of 1134.33 feet to the **POINT OF BEGINNING**.

Containing 82.3638 acres



Land Survey Services PLC
 3160 N. 302nd Lane
 Buckeye, AZ 85396

Expires 3-31-2016

Job No. 15064

When recorded, return to:

Sonoran Trails, LLC
5013 E. Washington Street, Suite 100
Phoenix, Arizona 85034
Attn: Gary Smith

6177450-13-11-9--
sarabiam

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement") is entered into as of December 7, 2015 (the "Effective Date"), by and between **GILA BEND 260, LLC**, an Arizona limited liability company ("Grantor"), and **SONORAN TRAILS, LLC**, an Arizona limited liability company ("Grantee") (each, a "Party" and, collectively, the "Parties").

RECITALS:

A. Grantor, concurrently with the execution of this Easement, is acquiring certain real property situated in Maricopa County, Arizona ("Grantor Property"), as described on Exhibit "A", attached hereto and incorporated herein.

B. Grantee owns the real property situated in Maricopa County, Arizona described on Exhibit "B" attached hereto and incorporated herein (the "Grantee Property").

C. Grantee desires to obtain, and Grantor desires to convey, a perpetual non-exclusive easement upon, over, across and under portions of the Grantor Property, which are more particularly described on Exhibit "C" and depicted on Exhibit "D" attached hereto and incorporated herein (collectively, the "Easement Area"), for the purpose of (i) providing a means of vehicular and pedestrian access to and from the Grantee Property, including access to and from U.S. Highway 80 ("Highway 80"), and (ii) installing, maintaining and operating utility lines and facilities serving the Grantee Property, subject to the terms and conditions stated herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The recitals set forth above and the Exhibits attached hereto are hereby incorporated into this Agreement by this reference and are made a part hereof.

2. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive easement on, above, under, across, through and within the Easement Area for (a) the purpose of providing a means of pedestrian and vehicular ingress and egress to and from the Grantee Property and any public and/or private roads, including access to and from Highway 80, and placing, constructing, installing, maintaining, using and repairing, at the election of Grantee in its sole discretion, a private

roadway, or public roadway (collectively the “Grantee’s Access Improvements”), and (b) placing, constructing, installing, maintaining, using, removing and repairing above-ground and underground utility lines, facilities, and appurtenances (collectively, the “Grantee’s Utilities”). The Easement and the covenants, rights and obligations set forth in this Easement shall run with the Grantor Property and Grantee Property, and shall be binding upon and inure to the benefit of Grantor and Grantee, and any other parties having any title or interest in the Property or any part thereof including the heirs, successors and assigns of the Grantor and Grantee who continue to have any title or interest in the Grantor or Grantee Property.

3. **Maintenance and Repair.** Grantee shall, at its sole cost and expense (a) maintain and keep the Grantee’s Access Improvements and Grantee’s Utilities, in good order, repair and condition, reasonable wear and tear excepted, in accordance with applicable present and future ordinances, laws, regulations and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction, and (b) use reasonable care to avoid damage to the Easement Area and the Grantor Property and shall promptly repair any such damage. All improvements installed by the Grantee under or within the Easement Area shall remain the personal property of Grantee.

4. **Indemnity.** Grantee shall defend, hold harmless and indemnify Grantor, for, from and against any and all personal injury and/or property losses, costs, damages and expenses which may be claimed or asserted against Grantor or the Grantor Property, including, without limitation, reasonable attorneys’ fees, in any way connected with or arising out of Grantee’s activities or activities of its employees, agents, contractors, subcontractors and other representatives in or on the Grantor Property. Grantor shall defend, hold harmless and indemnify Grantee, for, from and against any and all personal injury and/or property losses, costs, damages and expenses which may be claimed or asserted against Grantee, including, without limitation, reasonable attorneys’ fees, in any way connected with or arising out of Grantor’s activities or activities of its employees, agents, contractors, subcontractors and other representatives in or on the Easement Area.

5. **Amendment or Termination.** This Easement may be amended or terminated only by a recorded document executed by the Grantor and Grantee or, if applicable, the respective successors and assigns of each. In the event that Grantee acquires title to the Grantor Property, Grantee may terminate this Easement by recording a termination document executed by Grantee.

6. **No Public Dedication.** Nothing in this Easement shall be deemed to be a gift or dedication of the Easement Area to the general public for any purpose whatsoever, and the Easement granted hereby shall be strictly limited to and for the purposes states herein.

7. **Successors and Assigns, Third Party Beneficiary.** This Easement and all the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties and the respective successors and assigns of each who continue to have any title or interest in the Grantor Property and Grantee Property, and no other party shall be entitled to enforce any term, covenant or condition of this Easement, or have any rights hereunder.

8. **Counterparts.** This Easement may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

9. **No Partnership.** No term of this Easement Agreement shall not be deemed to create a partnership between or among Grantor and Grantee, nor shall this Easement Agreement cause either of them to be considered joint venturers.

10. **Choice of Law; Severability.** This Easement Agreement shall be governed by the laws of the State of Arizona. In the event that any of the provisions of this Easement Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity, and enforceability of the remaining provisions shall not be affected thereby.

Executed as of the Effective Date.

GRANTOR:

Gila Bend 260, LLC, an Arizona limited liability company

By: SRS Advisors, LLC, an Arizona limited liability company

Manager

By:

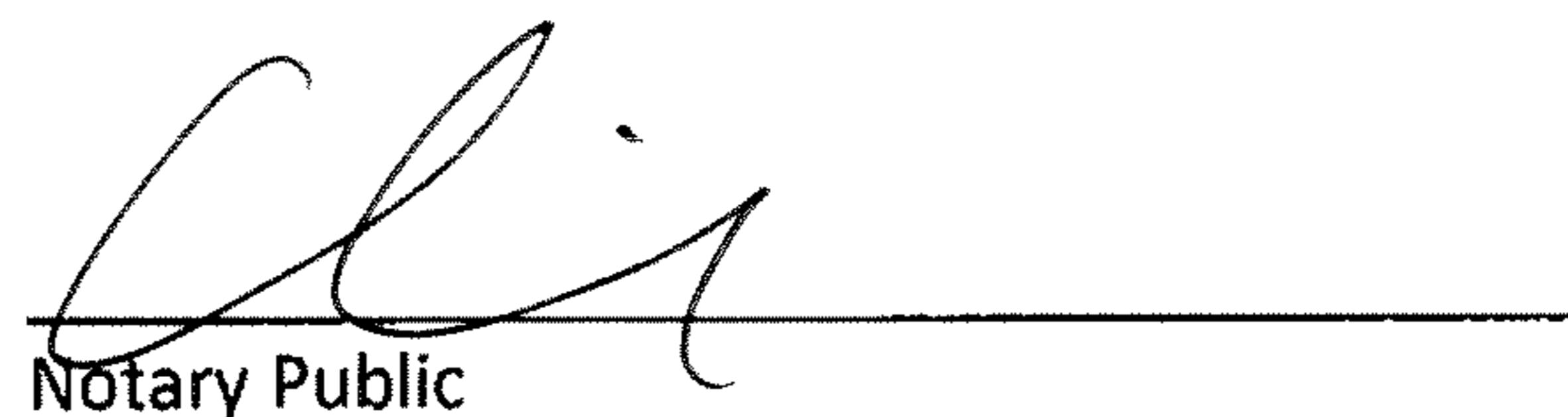


Larry Fink, Manager

STATE OF ARIZONA)
)
 County of Maricopa) ss.

On this, the 4th day of December, ²⁰¹⁵ before me, the undersigned Notary Public, personally appeared Larry Fink who acknowledged himself to be the Manager of SRS Advisors, LLC, who is Manager of Gila Bend 260 LLC and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

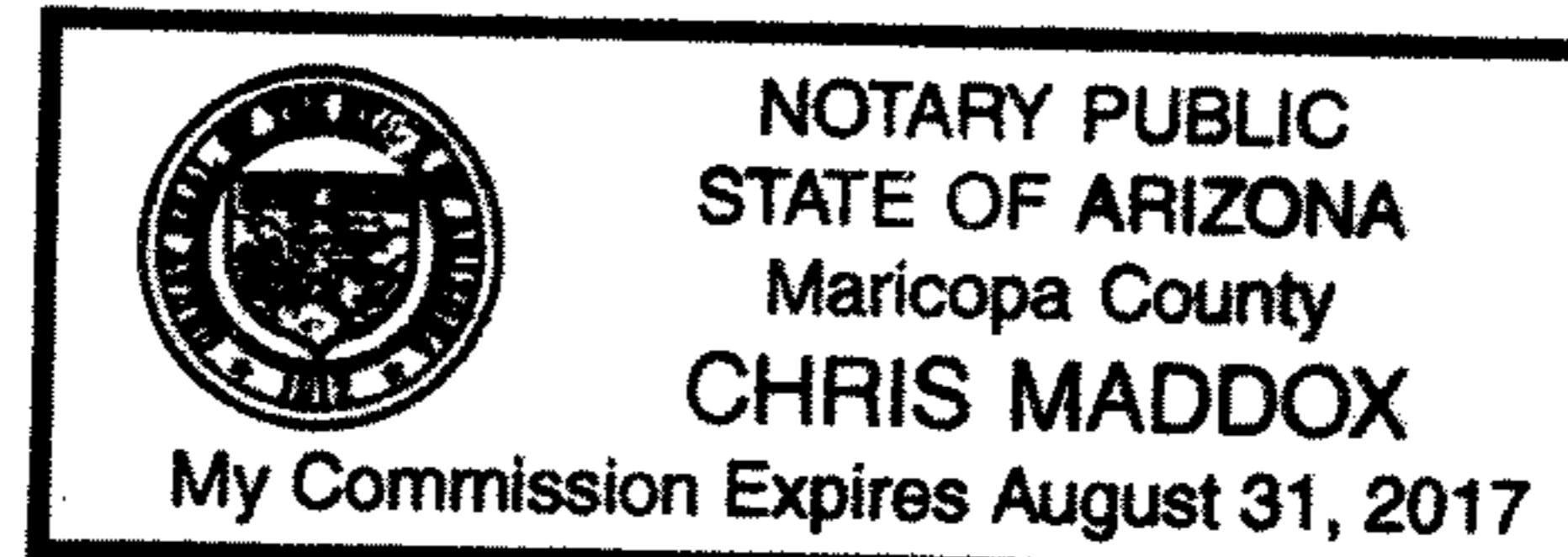
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

8.31.2017



GRANTEE:

SONORAN TRAILS, LLC, an Arizona limited liability company

By: Jokake Holdings, LLC,
an Arizona limited liability company
Its: Manager

By: *AS*
Name: *Gary T. Smith*
Title: *Manager*

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 2 day of December, ²⁰¹⁵ before me, the undersigned Notary Public, personally appeared Gary T. Smith who acknowledged himself to be the Manager of Jokake Holdings, LLC, an Arizona limited liability company, the Manager of Sonoran Trails, LLC, an Arizona limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Trisha S. Wilson
Notary Public

My Commission Expires:

March 12, 2016

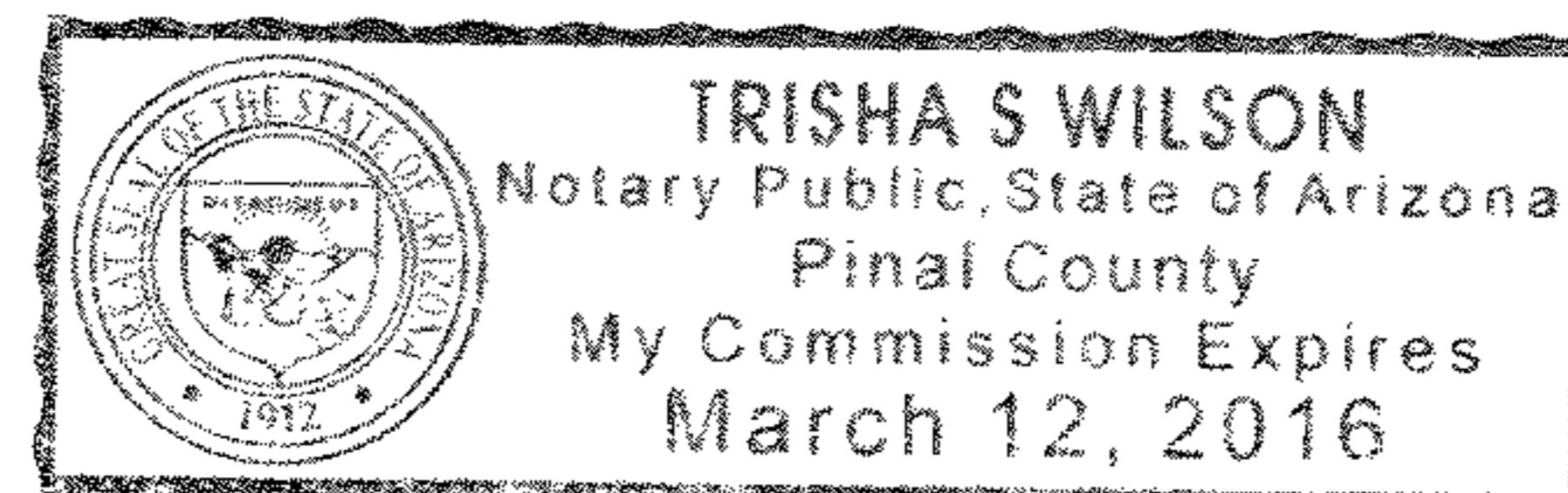


EXHIBIT "A"
(Description of Grantor Property attached)

LEGAL DESCRIPTION

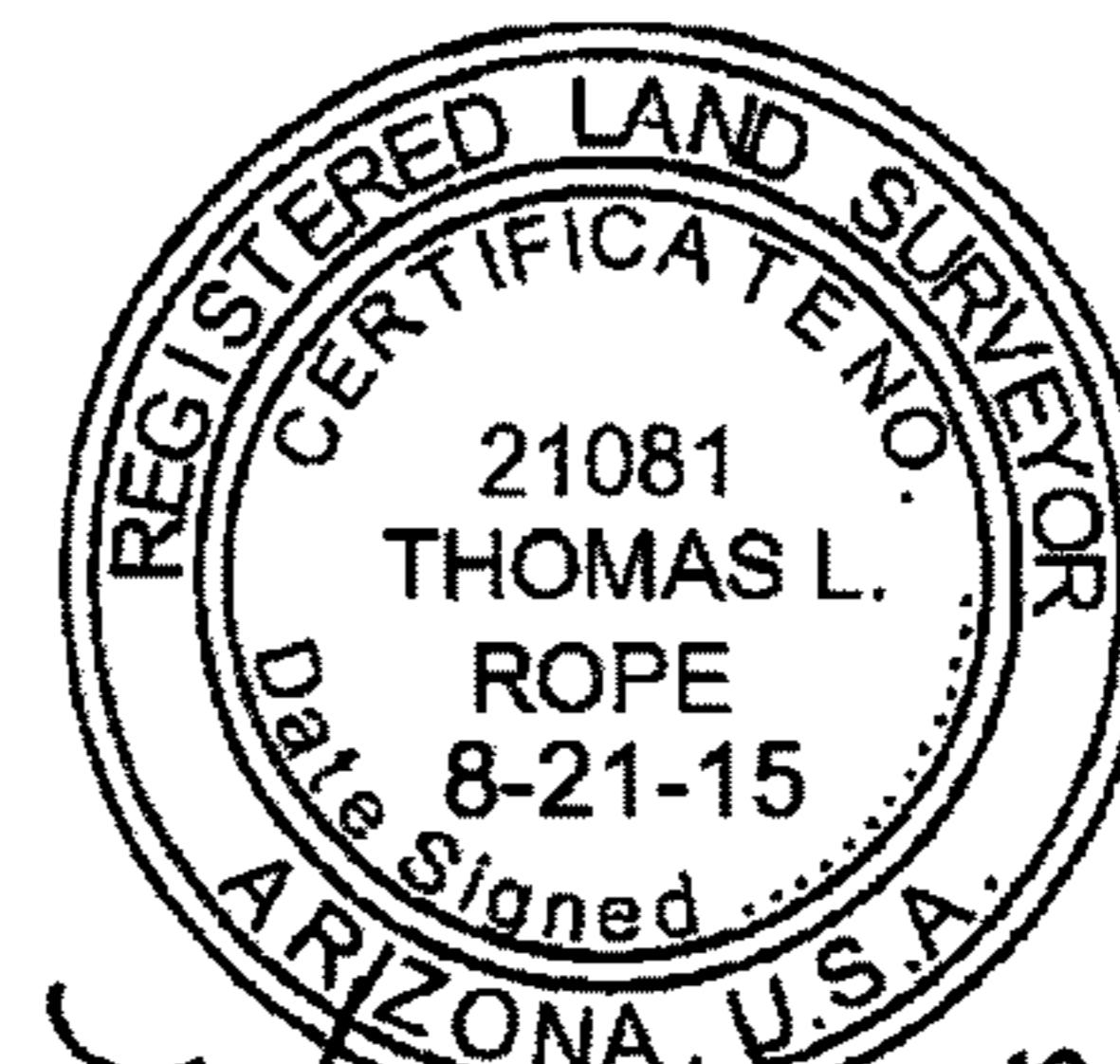
APN 401-74-008

That portion of Lot 1 of COTTON CENTER ONE as recorded in Book 1070 of Maps, page 13, records of Maricopa County, Arizona, and lying within Section 34, Township 4 South, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northwest corner of said Section 34;
 Thence South $00^{\circ} 19' 45''$ West (Basis of Bearings) along the West line of said Section 34 a distance of 1284.54 feet;
 Thence South $89^{\circ} 36' 51''$ East a distance of 50.00 to the Northwest corner of said Lot 1 and the **POINT OF BEGINNING**;
 Thence following the boundary of said Lot 1 for the next four (4) courses:
 Thence continuing South $89^{\circ} 36' 51''$ East a distance of 1352.66 feet;
 Thence South $00^{\circ} 21' 41''$ West a distance of 50.00 feet;
 Thence South $89^{\circ} 38' 19''$ East a distance of 200.00 feet;
 Thence North $00^{\circ} 21' 41''$ East a distance of 49.96 feet;
 Thence leaving the westerly boundary of Lot 1, South $89^{\circ} 37' 31''$ East a distance of 2535.34 feet to the easterly boundary of said Lot 1;
 Thence following the boundary of said Lot 1 for the next nine (9) courses:
 Thence South $00^{\circ} 25' 14''$ East a distance of 57.73 feet;
 Thence North $89^{\circ} 34' 46''$ East a distance of 100.00 feet;
 Thence South $00^{\circ} 25' 14''$ East a distance of 380.74 feet to the beginning of a tangent curve, whose radius bears South $89^{\circ} 34' 46''$ West a distance of 1518.00 feet;
 Thence southerly along said curve through a central angle of $26^{\circ} 12' 40''$ a distance of 694.44 feet to a to a point of tangency;
 Thence South $25^{\circ} 47' 26''$ West a distance of 422.15 feet to the Southeast corner of said Lot 1;
 Thence North $89^{\circ} 33' 53''$ West a distance of 1556.56 feet;
 Thence North $00^{\circ} 19' 45''$ East a distance of 839.00 feet;
 Thence North $89^{\circ} 33' 53''$ West a distance of 2308.43 feet to the southwest corner of Lot 1;
 Thence North $00^{\circ} 19' 45''$ East a distance of 648.08 feet to the **POINT OF BEGINNING**.

EXCEPT any well sites as shown on said plat and labeled as "Not a Part" of said Lot 1.

Containing 94.7882 acres



Thomas L. Rope

Land Survey Services PLC
 3160 N. 302nd Lane
 Buckeye, AZ 85396

Expires 3-31-2016

Job No. 15064

EXHIBIT "B"
(Description of Grantee Property attached)

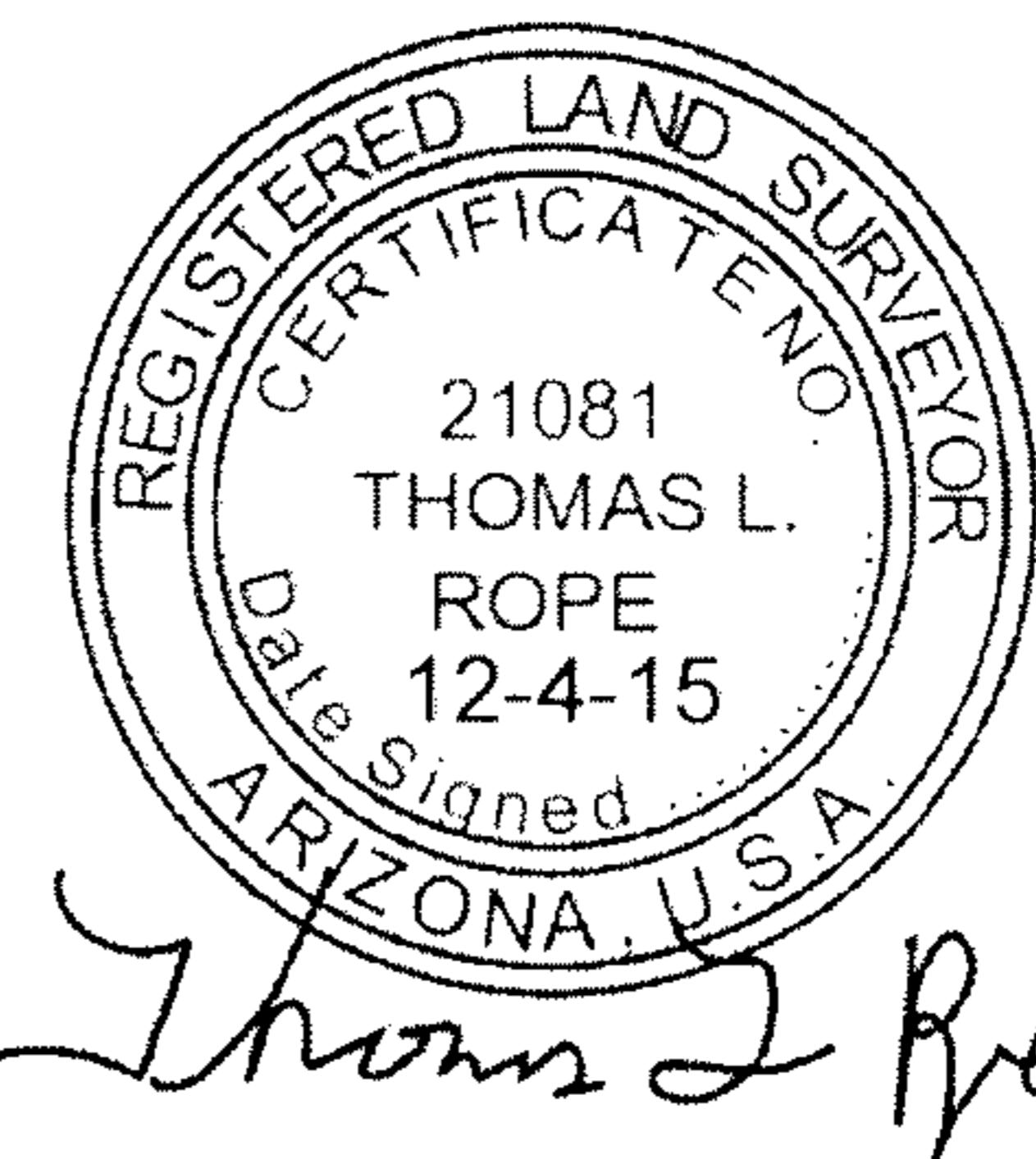
LEGAL DESCRIPTION

APN 401-74-007

That portion of Lot 1 of COTTON CENTER ONE as recorded in Book 1070 of Maps, page 13, records of Maricopa County, Arizona, and lying within Section 34, Township 4 South, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northwest corner of said Section 34;
 Thence South $89^{\circ} 33' 53''$ East (Basis of Bearings) along the North line of said Section 34 a distance of 1403.38 feet to the Northwest corner of said Lot 1 and the **POINT OF BEGINNING**;
 Thence along the northerly and easterly boundary of Lot 1 for the next six (6) courses:
 Thence South $89^{\circ} 33' 53''$ East a distance of 1217.27 feet to the North quarter corner of Section 34;
 Thence South $89^{\circ} 34' 36''$ East a distance of 1638.23 feet to the Northeast corner of Lot 1 and the beginning of a non-tangent curve, whose radius bears South $80^{\circ} 58' 05''$ East a distance of 2768.00 feet;
 Thence southerly along said curve through a central angle of $09^{\circ} 27' 09''$ a distance of 456.66 feet to a point of tangency;
 Thence South $00^{\circ} 25' 14''$ East a distance of 683.00 feet;
 Thence South $89^{\circ} 34' 46''$ West a distance of 100.00 feet;
 Thence South $00^{\circ} 25' 14''$ East a distance of 142.27 feet;
 Thence leaving the easterly boundary of Lot 1 North $89^{\circ} 37' 31''$ West a distance of 2535.38 feet to a point on the westerly boundary of Lot 1;
 Thence along the westerly boundary of Lot 1 for the next three (3) courses:
 Thence North $00^{\circ} 21' 41''$ East a distance of 150.04 feet;
 Thence North $89^{\circ} 38' 19''$ West a distance of 200.00 feet;
 Thence North $00^{\circ} 21' 41''$ East a distance of 1134.33 feet to the **POINT OF BEGINNING**.

Containing 82.3638 acres



Land Survey Services PLC
 3160 N. 302nd Lane
 Buckeye, AZ 85396

Expires 3-31-2016

Job No. 15064

EXHIBIT "C"
(Legal Description of Easement Area attached)

LEGAL DESCRIPTION

PARCEL 1

INGRESS/EGRESS EASEMENT

An easement 20.00 feet in width for ingress and egress over a portion of Lot 1 of COTTON CENTER ONE as recorded in Book 1070 of Maps, page 13, records of Maricopa County, Arizona, and lying within Section 34, Township 4 South, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying 10.00 feet on both sides of the following described centerline:

Commencing at the Northwest corner of said Section 34;

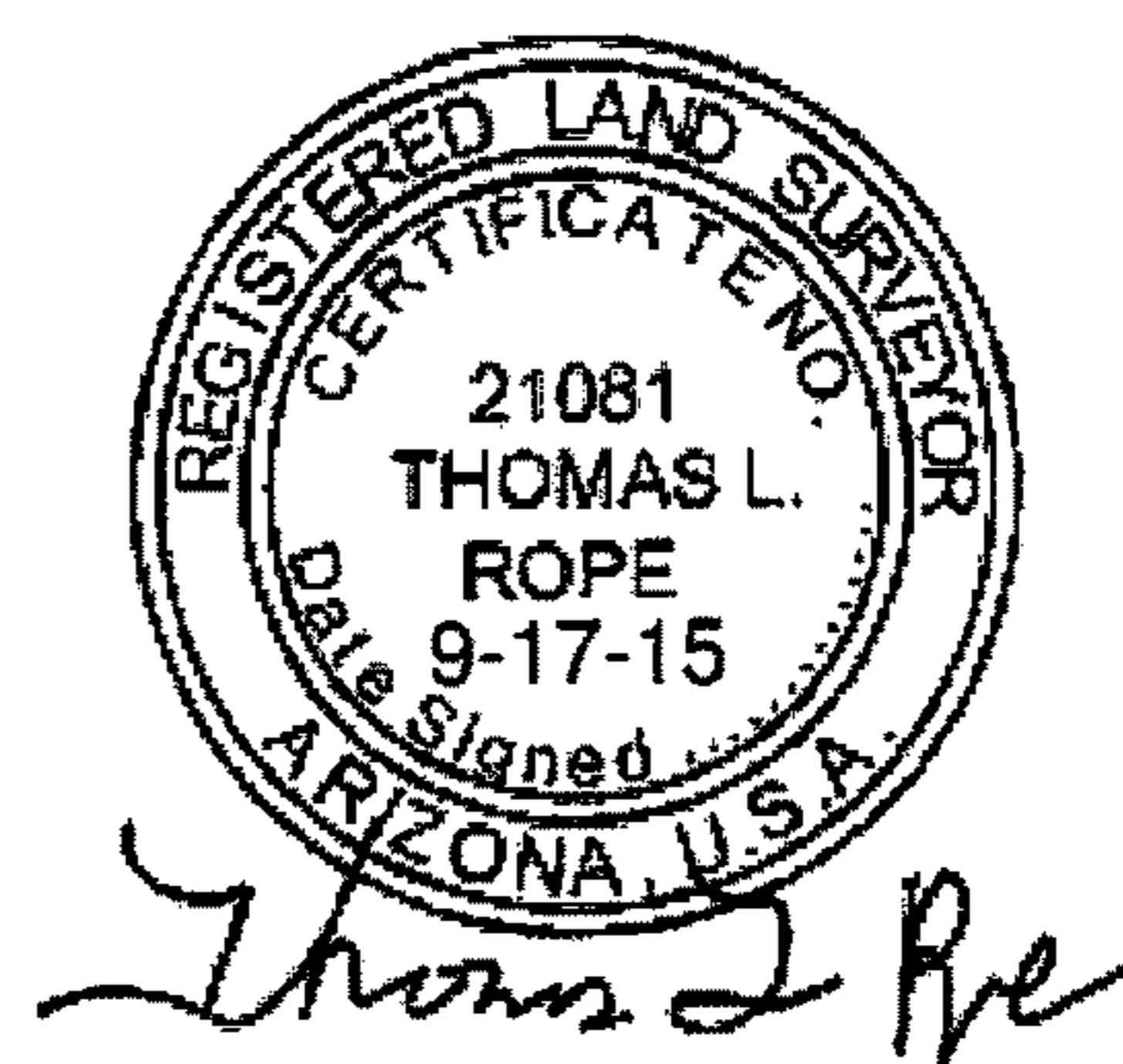
Thence South 00° 19' 45" West (Basis of Bearings) along the West line of said Section 34 a distance of 1284.54 feet;

Thence South 89° 36' 51" East a distance of 50.00 to the Northwest corner of said Lot 1;

Thence South 00° 19' 45" West along the West line of Lot 1 a distance of 10.00 feet to the **POINT OF BEGINNING** of said centerline;

Thence South 89° 36' 51" East parallel with and 10.00 feet South of the North line of Lot 1 a distance of 1352.66 feet to the westerly line of a Well Site as shown of said plat and the **TERMINUS** of said centerline.

Containing 27,053 sq. ft.



Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Expires 3-31-2016

Job No. 15064

LEGAL DESCRIPTION

PARCEL 2

INGRESS/EGRESS EASEMENT

An easement for ingress and egress over a portion of Lot 1 of COTTON CENTER ONE as recorded in Book 1070 of Maps, page 13, records of Maricopa County, Arizona, and lying within Section 34, Township 4 South, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northwest corner of said Section 34;
 Thence South 00° 19' 45" West (Basis of Bearings) along the West line of said Section 34 a distance of 1284.54 feet;
 Thence South 89° 36' 51" East a distance of 50.00 to the Northwest corner of said Lot 1;
 Thence continuing along the northerly line of said Lot 1, South 89° 36' 51" East a distance of 1352.66 feet to the westerly line of a Well Site as shown of said plat;
 Thence South 89° 37' 38" East a distance of 200.00 feet to the East line of said Well Site and the **POINT OF BEGINNING**;
 Thence South 89° 37' 31" East a distance of 20.00 feet;
 Thence South 00° 21' 47" West a distance of 20.00 feet;
 Thence North 89° 37' 31" West a distance of 20.00 feet to the East line of said Well Site;
 Thence North 00° 21' 47" West along said East line a distance of 20.00 feet to the **POINT OF BEGINNING**.

Containing 400 sq. ft.



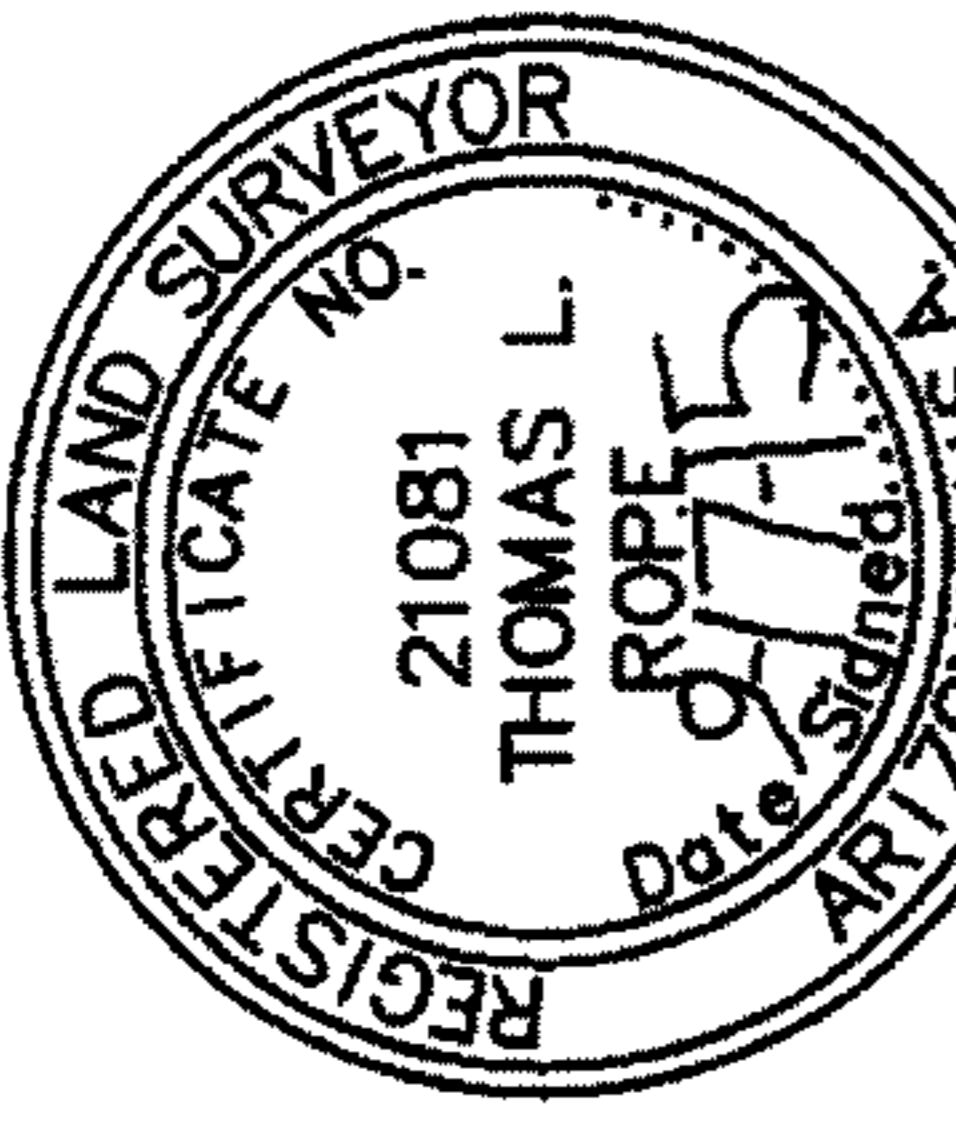
Land Survey Services PLC
 3160 N. 302nd Lane
 Buckeye, AZ 85396

Expires 3-31-2016

Job No. 15064

EXHIBIT "D"
(Depiction of Easement Area attached)

A PORTION OF THE NW 1/4 SECTION 34,
T 4 S, R 4 W, G & S R B M, MARICOPA COUNTY, AZ



Expires 3/31/2016

20' WELL ACCESS EMT
#1999-588878
#1999-692306
#2002-787052
DOC
DOC
DOC
DOC
1" = 60'

20', WELL ACCESS EMT
DOC #1999-588878
DOC #1999-692306
DOC #2002-787052

150.00,
N0.21'41"E

589'38", 19" E 200.00',

200.00'

150.04°
S0021°47" W

A 2x2 grid of squares. The top-left square is labeled 'L2' in black. The top-right square is labeled 'L3' in black. The bottom-left square is labeled 'L1' in black. The bottom-right square is empty.

PARCEL 2
-20' X 20'
INGRESS/EGRESS ESM

LOT 1, COTTON CENTER ONE
BOOK 1070 MAPS, PAGE 13

NW COR
SEC 34

1285.54
2653.67

08 's.in

דלו

SO019,45°W

20150865914

LINE TABLE		LINE	BEARING	LENGTH
L1		S89°37'31"E	20.00'	
L2		S00°21'41"W	20.00'	
L3		N89°37'31"W	20.01'	
L4		N00°21'41"E	20.00'	

APN	Owner_Name	In_Care_Of	Mailing_Address
40174007	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174008	GREGORY F RIVERA TRUST		7942 W BELL RD., C5-455, GLENDALE, AZ 85308
40174009	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203006	PACIFIC SUN ESTATES LLC		17594 W AGAVE CT GOODYEAR AZ USA 85338
40203007	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203008	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203012	ATT LAND COMPANY LLC		14949 W BROADWAY RD GOODYEAR AZ USA 85338
40203014	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL BUCKEYE AZ USA 85326
40203015	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL., BUCKEYE, AZ 85326
40203016	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203017	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203018	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203019	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203020	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203021	COYLE LARRY L/JUDY A		109 JAMIESON DR., FORT PIERRE, SD 57532
40203022	COYLE LARRY L/JUDY A		109 JAMIESON DR FORT PIERRE SD USA 57532
40203023	COYLE LARRY/JUDY		109 JAMIESON DR FORT PIERRE SD USA 57532
40204005	PACIFIC SUN ESTATES LLC		17594 W AGAVE CT GOODYEAR AZ USA 85338
40204016	ATT LAND COMPANY LLC		14949 W BROADWAY RD GOODYEAR AZ USA 85338
40204019	DEDAL CONSULTING LLC TRUST		1032 N 74TH ST SCOTTSDALE AZ USA 85257
40174003E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174003H	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174003K	THOMAS AND SUSAN DEJONG FAMILY TRUST	DE JONG THOMAS/SUSAN TR	14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174003M	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40174003P	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174004E	BFD LAND LLC		14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174005B	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174005E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174005F	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174005G	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174005H	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174006F	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W HIGHWAY 8, GILA BEND, AZ 85337
40174006H	BFD LAND LLC		14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174006M	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174006N	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40174010A	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40174010B	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL., BUCKEYE, AZ 85326
40203001E	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203001F	AGUIRE MARK ANTHONY ALBERT/ROBYN LYNN		12806 S 191ST AVE., BUCKEYE, AZ 85327
40203002A	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203002C	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203003A	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203003C	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203009B	HETTINGA REVOCABLE TRUST	HETTINGA ELLEN TR	PO BOX 51630, IRVINE, CA 92619
40203009C	HETTINGA REVOCABLE TRUST	HETTINGA ELLEN TR	PO BOX 51630, IRVINE, CA 92619
40203011B	HETTINGA REVOCABLE TRUST	HETTINGA ELLEN TR	PO BOX 51630, IRVINE, CA 92619
40203011L	GILA BEND AQUA FARMS I LLC		109 JAMIESON DR FORT PIERRE SD USA 57532
40203011N	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203011P	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203011T	COYLE LARRY L/JUDY A		109 JAMIESON DR FORT PIERRE SD USA 57532
40203011V	COYLE LARRY L/JUDY A		109 JAMIESON DR FORT PIERRE SD USA 57532
40203011X	CAMELBACK 240 ACRES LP		14929 W BROADWAY RD., GOODYEAR, AZ 85338
40203013D	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203013E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203013F	ARIZONA STATE OF	ADOT R/W OPERATIONS SEC 612E	205 S 17TH AVE., PHOENIX, AZ 85007
40203013G	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40204008B	J AND J PROPERTY HOLDINGS LC		PO BOX 7274 PHOENIX AZ USA 85011
40204018B	GETZWILLER JOE B/TERESA D LIVING TRUST		PO BOX 459 GILA BEND AZ USA 85337
40204018C	SRP/TUCSON ELECTRIC POWER CO/UNS ELECTRIC INC		PO BOX 52025 PHOENIX AZ USA 85072
40204023A	SRP/TUCSON ELECTRIC POWER CO/UNS ELECTRIC INC		PO BOX 52025 PHOENIX AZ USA 85072

APN	Owner_Name	in_Care_Of	O_Address
40171006	BFD LAND LLC		14400 S AIRPORT RD., BUCKEYE, AZ 85326
40174007	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40174008	GREGORY F RIVERA TRUST		7942 W BELL RD., C5-455, GLENDALE, AZ 85308
40174009	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203006	PACIFIC SUN ESTATES LLC		17594 W AGAVE CT GOODYEAR AZ USA 85338
40203007	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203008	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40203012	ATT LAND COMPANY LLC		14949 W BROADWAY RD GOODYEAR AZ USA 85338
40203014	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL BUCKEYE AZ USA 85326
40203015	OLD 80 PARTNERS LLC		6515 S JACKRABBIT TRL., BUCKEYE, AZ 85326
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40203018	ARIZONA PUBLIC SERVICE COMPANY	PROPERTY TAX DEPARTMENT	PO BOX 53933, STATION 3286, PHOENIX AZ 85072-3933
40203019	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203020	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40203021	COYLE LARRY L/JUDY A		109 JAMIESON DR., FORT PIERRE, SD 57532
40203022	COYLE LARRY L/JUDY A		109 JAMIESON DR FORT PIERRE SD USA 57532
40203023	COYLE LARRY/JUDY		109 JAMIESON DR FORT PIERRE SD USA 57532
40204005	PACIFIC SUN ESTATES LLC		17594 W AGAVE CT GOODYEAR AZ USA 85338
40204016	ATT LAND COMPANY LLC		14494 W BROADWAY RD GOODYEAR AZ USA 85338
40204019	DEDAL CONSULTING LLC TRUST		1032 N 74TH ST SCOTTSDALE AZ USA 85257
40171007G	BUTTERFIELD DAIRY LLC		3003 N CENTRAL AVE., STE 1260, PHOENIX, AZ 85012-2902
40171007J	BFD LAND LLC		14400 S AIRPORT RD., BUCKEYE, AZ 85326
40171007K	PALOMA IRRIGATION & DRAINAGE DISTRICT		38401 W I-8 175, GILA BEND, AZ 85337
40173031C	SF-2013 LLC		14400 S AIRPORT RD BUCKEYE AZ USA 85326
40173031D	AZ-WOOD HOLDINGS LLC		615 N BROADWAY HOBART OK USA 73651
40174003E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40174003G	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE., STE 1260, PHOENIX, AZ 85012-2902
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40174003K	THOMAS AND SUSAN DEJONG FAMILY TRUST	DE JONG THOMAS/SUSAN TR	14400 S AIRPORT RD., BUCKEYE, AZ 85326
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40174005B	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
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40203011X	CAMELBACK 240 ACRES LP		14929 W BROADWAY RD., GOODYEAR, AZ 85338
40203013C	ARIZONA STATE OF	ADOT R/W OPERATIONS SEC 612E	205 S 17TH AVE., PHOENIX, AZ 85007
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40203013E	PALOMA IRRIGATION & DRAINAGE DISTRICT	JEFFREY C ZIMMERMAN	3003 N CENTRAL AVE STE 1260, PHOENIX AZ 85012-2902
40203013F	ARIZONA STATE OF	ADOT R/W OPERATIONS SEC 612E	205 S 17TH AVE., PHOENIX, AZ 85007

40203013G	GILA 1130 LLC		3131 E CAMELBACK RD., STE 310, PHOENIX, AZ 85016
40204008B	J AND J PROPERTY HOLDINGS LC		PO BOX 7274 PHOENIX AZ USA 85011
40204018B	GETZWILLER JOE B/THERESA D LIVING TRUST		PO BOX 459 GILA BEND AZ USA 85337
40204018C	SRP/TUCSON ELECTRIC POWER CO/UNS ELECTRIC INC		PO BOX 52025 PHOENIX AZ USA 85072
40204023A	SRP/TUCSON ELECTRIC POWER CO/UNS ELECTRIC INC		PO BOX 52025 PHOENIX AZ USA 85072

From: [Lindsey Kester](#)
To: [Sandra Hoffman](#)
Cc: [Kathy Valenzuela](#); [Patricia Riggs](#); [Terri Hogan](#); [Ryan Stephenson](#); [Beth Sanchez](#); [Fae Sowders](#); [Caleb Weeks](#); [Autumn Wollmann](#); [Sandra Vasquez](#); [Dale Miller](#); [Richard Wallace](#)
Subject: Re: Southwest Bend SFOZ EXAMPLE for Historic Butterfield Trail potential signage: Gatlin Revised DP - APNs 402-05-030B & 402-05-016
Date: Tuesday, October 21, 2025 4:41:49 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Outlook-fbh5ao01](#)

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Sandy,

It was a pleasure talking to you as well. Thank you for your insights on how best to acknowledge the trail for the Town.

We will develop a similar style of sign highlighting the Historic Butterfield Trail for our Southwest Bend Solar project. Professional archaeologists will prepare the sign material. I think the new park would be an excellent location to showcase the sign and share this important history for the Town. I look forward to our continued coordination.

Thanks again,

Lindsey Kester

Environmental Manager

Mobile: 385.312.3938

www.longroadenergy.com



From: Sandra Hoffman <shoffman@logansimpson.com>
Sent: Tuesday, October 21, 2025 4:38 PM
To: Lindsey Kester <lindsey.kester@longroadenergy.com>
Cc: Sandra Hoffman <shoffman@logansimpson.com>; Kathy Valenzuela <kvalenzuela@gilabendaz.org>; Patricia Riggs <priggs@gilabendaz.org>; Terri Hogan <thogan@logansimpson.com>; Ryan Stephenson <rstephenson@logansimpson.com>; Beth Sanchez <bsanchez@gilabendaz.org>; Fae Sowders <fsowders@bfsolaw.com>; Caleb Weeks <cweeks@bfsolaw.com>; Autumn Wollmann <awollmann@willdan.com>; Sandra Vasquez <svasquez@willdan.com>; Dale Miller <dalemillerpe@gmail.com>; Richard Wallace

<rawallace57@gmail.com>

Subject: Southwest Bend SFOZ EXAMPLE for Historic Butterfield Trail potential signage: Gatlin Revised DP - APNs 402-05-030B & 402-05-016

CAUTION: This email originated from outside the organization. If it contains a QR code, do not scan or use. Do not click links or open attachments unless you recognize the sender **and know the content is safe.**

Hi Lindsey,

It was a pleasure to talk with you about how the Longroad's Southwest Bend Solar project (SFOZ: ZON-25-001) could honor and acknowledge the Historic Butterfield Trail that bisects the project site.

As we discussed, perhaps the same or similar style of signage the Town of Gila Bend Historic Gatlin Site (a National Historic Landmark) shown in the attachment could be used for the Historic Butterfield Trail "memorial."

This sign style could also possibly be used when the Town develops another park site located on the west side of SR-85 across from the airport to create a consistent theme/branding.

Please let us know if you have any questions or comments.

Thank you,
Sandy

NOTE: Sandra Hoffman will be on vacation November 4-19, 2025, and will be unavailable to respond. Please contact Ryan Stephenson (rstephenson@logansimpson.com) and/or Terri Hogan (thogan@logansimpson.com) if you need Community Planning assistance during that time.

Sandra Hoffman, AICP
SENIOR ASSOCIATE PLANNER

Logan Simpson
222 S. Mill Avenue, Suite 222
Tempe, AZ 85281
P: 480-967-1343
C: 602-716-1962

Shoffman@logansimpson.com
www.logansimpson.com





From: Sandra Hoffman
Sent: Sunday, September 22, 2024 4:06 PM
To: Kathy Valenzuela <kvalenzuela@gilabendaz.org>
Cc: Sandra Hoffman <shoffman@logansimpson.com>; awollmann@willdan.com; Dick Wallace <dwallace@rickengineering.com>
Subject: FW: Gatlin Revised DP - Travel Direction--- Gatlin Site--- TOGB project APNs 402-05-030B & 402-05-016

Hello Kathy,

I looked at the proposed scope and have no issues, since they are coordinating with SHPO, the new fencing will be wildlife friendly and will deter off road vehicles from entering the site, invasive plants will be removed, and the signage will help direct traffic.

Please let me know if you have any questions.

Kind regards,
Sandy

Sandra Hoffman, AICP
SENIOR ASSOCIATE PLANNER

Logan Simpson
51 W. 3rd Street, Suite 450
Tempe, AZ 85281
P: 480-967-1343
C: 602-716-1962

Shoffman@logansimpson.com
www.logansimpson.com

