

# PERMIT/PLAN REVIEW APPLICATION

RECEIVED  
CITY OF EL MIRAGE  
2020 JAN 16 PM 3:22  
OFFICIAL USE ONLY



**City of  
EL MIRAGE**  
Arizona  
*GRAND HERITAGE, BRIGHT FUTURE!*

**CITY OF EL MIRAGE**  
**Building, Engineering,  
Fire, Planning & Zoning**  
10000 N. El Mirage Road  
El Mirage, AZ 85335  
Phone (623) 251-3503  
Fax (623) 876-4605

Permit No.:

Plan Review Fee/Deposit: (if applicable)

Total Permit Fees: (Balance due)

PROJECT ADDRESS: 11755 W. Thompson Ranch Road

Submittal Date: 01/14/2020

PROJECT NAME: Avilla-Grand

Lot or Suite:

Subdivision Name:

APN# 501-25-004C

Valuation:

Description of Work: 267 unit apartment complex with leasing office, amenities, garages and open space.

Built in two phases. FINAL PLAT SUBMITTAL

**TYPE OF PERMIT:**

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> COMMERCIAL BLDG    | <input type="checkbox"/> RESIDENTIAL    | <input checked="" type="checkbox"/> ENGINEERING | <input type="checkbox"/> FIRE ALARM/SPRINKLER |
| <input type="checkbox"/> TENANT IMPROVEMENT | <input type="checkbox"/> ADDITION/PATIO | <input type="checkbox"/> SIGN                   | <input type="checkbox"/> OTHER: _____         |

APPLICANT/CONTACT: Pim Van Der Giessen

Phone: 480-454-8001

Address: 645 E. Missouri Ave, Suite 160

e-mail: pvandergiesen

City: Phoenix

State: Arizona

Zip code: 85012

OWNER: NexMetro Development, LLC/Jared Geisler

Phone: 480-494-2442

Mailing Address: 2355 E. Camelback Road, Suite 805

e-mail: jared@nexmetro.com

*Jared Cell # 602 339-2091*

City: Phoenix

State: Arizona

Zip Code: 85016

CONTRACTOR: BFL Builders

Phone: 520-882-4800

Address: 700 E. Broadway Blvd

e-mail: c.lostutter@bflconstruction.com

City: Tucson

State: AZ

Zip Code: 85719

El Mirage Business License #

ROC #

The undersigned, under penalty of perjury, does hereby certify that all improvements made to the above project, at the address as stated above, by means of the building or improvement of structures or appurtenances of such property will be performed by a duly licensed contractor unless the entire structure is intended for the undersigned's sole occupancy.

I understand owners who sell or rent property with improvements not completed by a licensed general contractor, may be subject to a Class 1 Misdemeanor under Arizona Revised Statutes §32-1151 and §32-1154. A Class 1 Misdemeanor is punishable by a fine not to exceed \$2,500 and /or one year in the County Jail. I understand and acknowledge the above certification.

Owner/Applicant

Date

*1/14/20*

*"quality community development through quality customer service"*

**DEDICATION**

STATE OF ARIZONA } SS  
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

HERBERT E. DREISESZUN AND PATRICIA A. DREISESZUN, AS TRUSTEES OF TRUST DATED JANUARY 29, 1986, AND THOMPSON RANCH PARTNERSHIP, AN ARIZONA GENERAL PARTNERSHIP, AS OWNERS, DO HEREBY PUBLISH THIS PLAT FOR "AVILLA GRAND" OVER A PORTION OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "AVILLA GRAND" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF EL MIRAGE FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

THE MAINTENANCE OF LANDSCAPING WITHIN THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

HERBERT E. DREISESZUN AND PATRICIA A. DREISESZUN, AS TRUSTEES OF TRUST DATED JANUARY 29, 1986, AND THOMPSON RANCH PARTNERSHIP, AN ARIZONA GENERAL PARTNERSHIP, AS OWNERS, DO HEREBY DEDICATE TO THE CITY OF EL MIRAGE THE RIGHTS-OF-WAY AS SHOWN HEREON, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. HERBERT E. DREISESZUN AND PATRICIA A. DREISESZUN, AS TRUSTEES OF TRUST DATED JANUARY 29, 1986, AND THOMPSON RANCH PARTNERSHIP, AN ARIZONA GENERAL PARTNERSHIP, AS OWNERS, DO HEREBY WARRANT TO THE CITY OF EL MIRAGE THE TITLE TO SAID RIGHT-OF-WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER

PUBLIC UTILITY EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF EL MIRAGE FOR USE AS SUCH.

ALL WATER AND SANITARY SEWER LINES AND APPURTENANCES WITHIN THE SUBDIVISION ARE PRIVATE UNLESS OTHERWISE NOTED. THE OWNER IS RESPONSIBLE FOR MAINTENANCE OF THE PRIVATE SANITARY SEWER AND WATER MAINS, SERVICES AND APPURTENANCES.

AN EASEMENT FOR INGRESS AND EGRESS FOR REFUSE COLLECTION, EMERGENCY AND SERVICE TYPE VEHICLES ARE HEREBY DEDICATED OVER LOTS 1 & 2.

HERBERT E. DREISESZUN AND PATRICIA A. DREISESZUN, AS TRUSTEES OF TRUST DATED JANUARY 29, 1986, AND THOMPSON RANCH PARTNERSHIP, AN ARIZONA GENERAL PARTNERSHIP, AS OWNERS, DO HEREBY GRANT TO THE CITY OF EL MIRAGE AN EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASIN(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF EL MIRAGE ONLY AT SUCH TIME THAT THE PROPERTY OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

IN WITNESS WHEREOF, HERBERT E. DREISESZUN AND PATRICIA A. DREISESZUN, AS TRUSTEES OF TRUST DATED JANUARY 29, 1986, AS OWNERS, HAVE HEREUNDER CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF \_\_\_\_\_, ITS \_\_\_\_\_ HEREUNTO DULY AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

OWNER / AUTHORIZED SIGNER

IN WITNESS WHEREOF, THOMPSON RANCH PARTNERSHIP, AN ARIZONA GENERAL PARTNERSHIP, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF \_\_\_\_\_, ITS \_\_\_\_\_ HEREUNTO DULY AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

OWNER / AUTHORIZED SIGNER

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_ }

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE \_\_\_\_\_ OF \_\_\_\_\_ THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC EXPIRES

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_ }

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE \_\_\_\_\_ OF \_\_\_\_\_ THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC EXPIRES

**REFERENCE DOCUMENTS**

MAP OF DEDICATION OF THOMPSON RANCH AND GREENWAY ROADS, BOOK 579 OF MAPS, PAGE 45, M.C.R. PLS SUBDIVISION RECORD OF SURVEY, BOOK 688 OF MAPS, PAGE 41, M.C.R. A REPLAT OF THOMPSON RANCH PARCEL A PLAT, BOOK 1043 OF MAPS, PAGE 30, M.C.R. FINAL PLAT FOR "GRAND VILLAGE", BOOK 1375 OF MAPS, PAGE 32, M.C.R. UNRECORDED ALTA/NSPS LAND TITLE SURVEY, PERFORMED BY KEOGH ENGINEERING, INC. DATED 7/9/19

**OWNER / DEVELOPER**

NEXMETRO GRAND, LLC  
2355 E. CAMELBACK RD., STE. 805  
PHOENIX, AZ 85016  
PHONE # 602-559-9388  
ATTN: JOSH HARTMAN

**ENGINEER / SURVEYOR**

TERRASCAPE CONSULTING  
645 E. MISSOURI AVE. STE. 160  
PHOENIX, AZ 85012  
PHONE # 602-297-8732  
ATTN: MITCHELL RAGSDALE

# FINAL PLAT FOR AVILLA GRAND

LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 3, NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

**NOTES**

- 1. THE NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- 2. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF EL MIRAGE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING ASSURED WATER SUPPLY.
- 3. NO STRUCTURES OF ANY KIND WILL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE PUBLIC UTILITY EASEMENT EXCEPT ASPHALT PAVING, WOODEN, WIRE, OR REMOVABLE SECTION TYPE FENCING. NO VEGETATION SHALL BE PLANTED WITHIN THE EASEMENT EXCEPT GRASS AND/OR GROUND COVER APPROVED BY THE CITY OF EL MIRAGE SENIOR PLANNER. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF EL MIRAGE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING, OR VEGETATION WHICH MAY BECOME DAMAGED OR MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, RECONSTRUCTION OR REPAIR.
- 4. DEVELOPMENT OF SITE WILL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
- 5. LANDSCAPE AREAS WITHIN THE PUBLIC RIGHT-OF-WAY WILL NOT BE MAINTAINED BY THE CITY OF EL MIRAGE, LANDSCAPE AREAS WITHIN THE PUBLIC RIGHT-OF-WAY ARE TO BE MAINTAINED BY THE OWNER/DEVELOPER.
- 6. DUE TO THEIR PROXIMITY TO LUKE AIR FORCE BASE, THESE PROPERTIES ARE LIKELY TO EXPERIENCE OVER FLIGHT WHICH COULD GENERATE NOISE LEVELS WHICH MAY BE OF CONCERNS TO SOME.
- 7. ALL UTILITIES, INCLUDING COMMUNICATION LINES AND STREET LIGHT AND ELECTRIC LINES LESS THAN 69 KV INSTALLED WITH THE DEVELOPMENT SHALL BE PLACED UNDERGROUND AS REQUIRED BY THE ARIZONA COMMISSION.
- 8. NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED, NOR ANY VEGETATION BE PLANTED OR ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENTS OR TRACTS, WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT TRACT.
- 9. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A RAILROAD.
- 10. THIS PLAT CONTAINS 2 LOTS.
- 11. DUE TO THE PROPERTY'S PROXIMITY TO AN ACTIVE MINING OPERATION THIS PROPERTY IS MAY EXPERIENCE DUST AND/OR NOISE EVENTS THAT MAY BE OF CONCERN TO OTHERS.
- 12. THE OWNERS OF LOT 1 AND LOT 2 ARE RESPONSIBLE FOR MAINTENANCE OF THEIR RESPECTIVE PRIVATE STREETS/ACCESS.
- 13. RULES AS MAY BE ESTABLISHED BY THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY RELATING TO THE CONSTRUCTION OR PREVENTION OF CONSTRUCTION OF STREETS IN LAND ESTABLISHED AS BEING SUBJECT TO PERIODIC INUNDATION HAVE BEEN FOLLOWED AS APPLICABLE.
- 14. RULES AS MAY BE ESTABLISHED BY THE MARICOPA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES RELATING TO THE PROVISION OF DOMESTIC WATER SUPPLY AND SANITARY SEWER DISPOSAL HAVE BEEN FOLLOWED AS APPLICABLE.
- 15. THE REQUIREMENTS OF THE EL MIRAGE ZONING ORDINANCE AND THE CITY OF EL MIRAGE DESIGN & DEVELOPMENT STANDARDS MANUAL HAVE BEEN ADDRESSED AND FOLLOWED AS APPLICABLE.
- 16. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION)
- 17. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. THOMPSON RANCH ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF EL MIRAGE.
- 18. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF EL MIRAGE SEWER SERVICE AREA.
- 19. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30-INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30-INCHES IN HEIGHT OR BELOW 84-INCHES ARE PERMITTED.
- 20. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- 21. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE OWNER.
- 22. THE PROPERTY OWNER HAS THE RESPONSIBILITY OF MAINTAINING ALL COMMON AREAS, INCLUDING LANDSCAPE AREAS AND DRAINAGE FACILITIES, IN ACCORDANCE WITH THE APPROVED PLANS.

**FLOOD ZONE**

FLOOD ZONE DESIGNATION "X" AND ZONE "AE" PER F.E.M.A. FLOOD INSURANCE RATE MAP, MAP NUMBERS 04013C1680L, PANEL 1680 OF 4425, DATED OCTOBER 16, 2013.

ZONE "X" - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE "AE" - BASE FLOOD ELEVATIONS DETERMINED

(THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP OR THE LOCATION OF THE FLOOD ZONE BOUNDARY. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THE SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.)

**AREA SUMMARY**

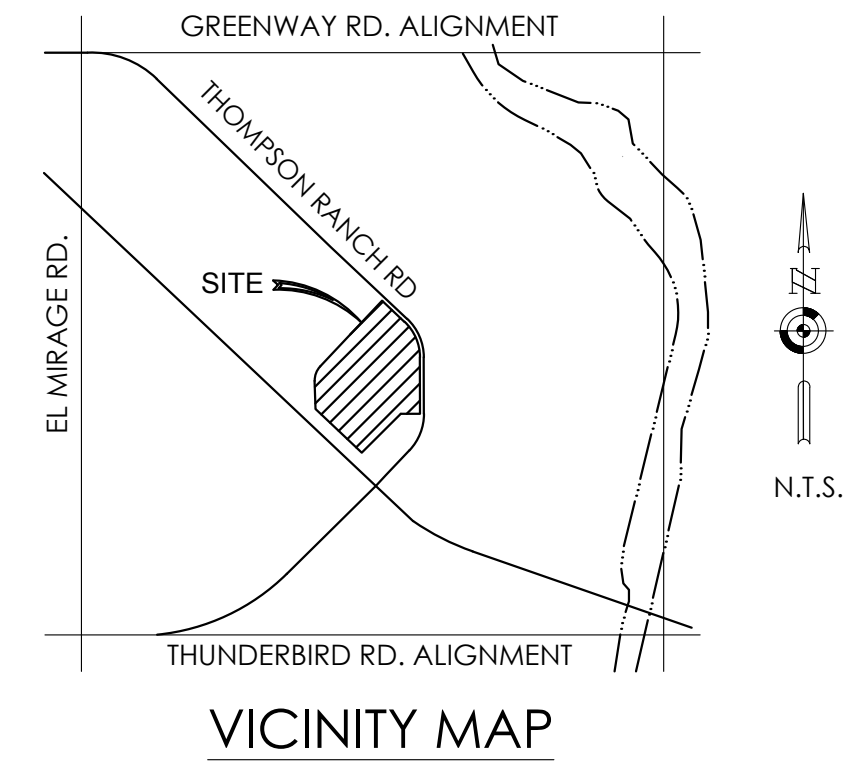
LOT 1	847,078.83 SQ. FT.	19.45 AC.
LOT 2	260,790.92 SQ. FT.	5.98 AC.
R/W	17,030.45 SQ. FT.	0.39 AC.
TOTAL	1,124,900.20 SQ. FT.	25.82 AC.

**BASIS OF BEARING**

SOUTH 00°03'58" WEST (MEASURED) (SOUTH 00°02'10" WEST, RECORD), BEING THE WEST LINE OF SECTION 12, TOWNSHIP 3, NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

**NOTICE OF MILITARY OVERFLIGHTS**

THIS SUBDIVISION LIES WITHIN THE VICINITY OF A MILITARY AIRPORT AS DESCRIBED IN SECTION 28-8481 OF THE ARIZONA REVISED STATUTES AND IS SUBJECT TO DIRECT OVER FLIGHTS AND NOISE BY JET AIRCRAFT. FOR MORE INFORMATION CONTACT LUKE AIR FORCE BASE.



**LEGAL DESCRIPTION**

A PORTION OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 12;
- THENCE SOUTH 0°02'10" WEST ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 750.03 FEET;
- THENCE SOUTH 89°52'51" EAST, A DISTANCE OF 688.24 FEET;
- THENCE SOUTH 46°40'38" EAST, A DISTANCE OF 3101.88 FEET;
- THENCE NORTH 43°19'22" EAST, A DISTANCE OF 400.00 FEET;
- THENCE SOUTH 46°40'38" EAST, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;
- THENCE CONTINUING SOUTH 46°40'38" EAST, A DISTANCE OF 332.70 FEET TO A POINT OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 533.00 FEET;
- THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°28'09", AN ARC LENGTH OF 432.28 FEET TO A POINT OF TANGENCY;
- THENCE SOUTH 0°12'29" EAST, A DISTANCE OF 611.98 FEET TO A POINT OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 533.00 FEET;
- THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°32'10", AN ARC LENGTH OF 405.00 FEET TO A POINT OF TANGENCY;
- THENCE SOUTH 43°19'41" WEST, A DISTANCE OF 373.26 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN-SANTA FE RAILROAD;
- THENCE NORTH 46°40'38" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1007.17 FEET;
- THENCE NORTH 1°40'38" WEST, A DISTANCE OF 304.85 FEET TO A POINT OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 220.00 FEET;
- THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 172.79 FEET TO A POINT OF TANGENCY;
- THENCE NORTH 43°19'22" EAST, A DISTANCE OF 978.88 FEET TO THE TRUE POINT OF BEGINNING.

**ZONING**

TD - TRANSIT DEVELOPMENT (CITY OF EL MIRAGE ZONING MAP)  
ZONING CASE # PZ19-04-06

**CERTIFICATE OF COMPLIANCE**

THIS PLAT IS IN FULL COMPLIANCE WITH THE ORIGINAL SITE PLAN APPROVED BY THE CITY OF EL MIRAGE PLANNING AND ZONING COMMISSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. THE FINAL PLAT REVIEWED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ PLANNING & ZONING COMMISSION CHAIRPERSON DATE: \_\_\_\_\_

BY: \_\_\_\_\_ PLANNING DIRECTOR DATE: \_\_\_\_\_

**CITY ENGINEER APPROVAL**

DATA ON THIS PLAT REVIEWED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. BY THE CITY ENGINEER OF EL MIRAGE, ARIZONA.

BY: \_\_\_\_\_ CITY ENGINEER DATE: \_\_\_\_\_

**CITY COUNCIL APPROVAL**

APPROVED BY THE COUNCIL OF THE CITY OF EL MIRAGE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ MAYOR DATE: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

THIS IS TO CERTIFY (AS DEFINED AND LIMITED BY A.R.S. 32-151) THAT THIS PLAT IS CORRECT AND ACCURATE AND MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Mitchell H. Ragdale* 06 / 24 / 20  
DATE  
MITCHELL H. RAGSDALE RPLS #48943  
TERRASCAPE CONSULTING LLC  
645 E. MISSOURI AVE., STE. 160 PHOENIX AZ, 85012  
602-297-8732  
mragdale@terrascape.us

*Mitchell H. Ragdale*  
DATE  
MITCHELL H. RAGSDALE  
645 E. MISSOURI AVE., STE. 160 PHOENIX AZ, 85012  
602-297-8732  
mragdale@terrascape.us  
EXPIRES 12/31/2020

consulting  
**Terrascope**  
civil engineering • surveying • urban planning

645 East Missouri Ave., Suite 160, Phoenix, Arizona 85012  
P: 602.297.8732 • info@terrascope.us • terrascopeconsulting.com

*Mitchell H. Ragdale*  
48943  
Mitchell H. Ragdale  
Notary Public  
ARIZONA U.S.A.  
EXPIRES 12/31/2020

**FINAL PLAT**  
**AVILLA GRAND**

Get out Arizona 911 and don't lose that working days before you begin construction!  
**ARIZONA811**  
Call 811 or click Arizona811.com

DATE: 06 / 24 / 20  
CHECKED BY: BWB  
DRAWN BY: MHR  
TITLE: **FINAL PLAT**  
SHEET No. **1 of 3**  
PROJECT No. **0932**

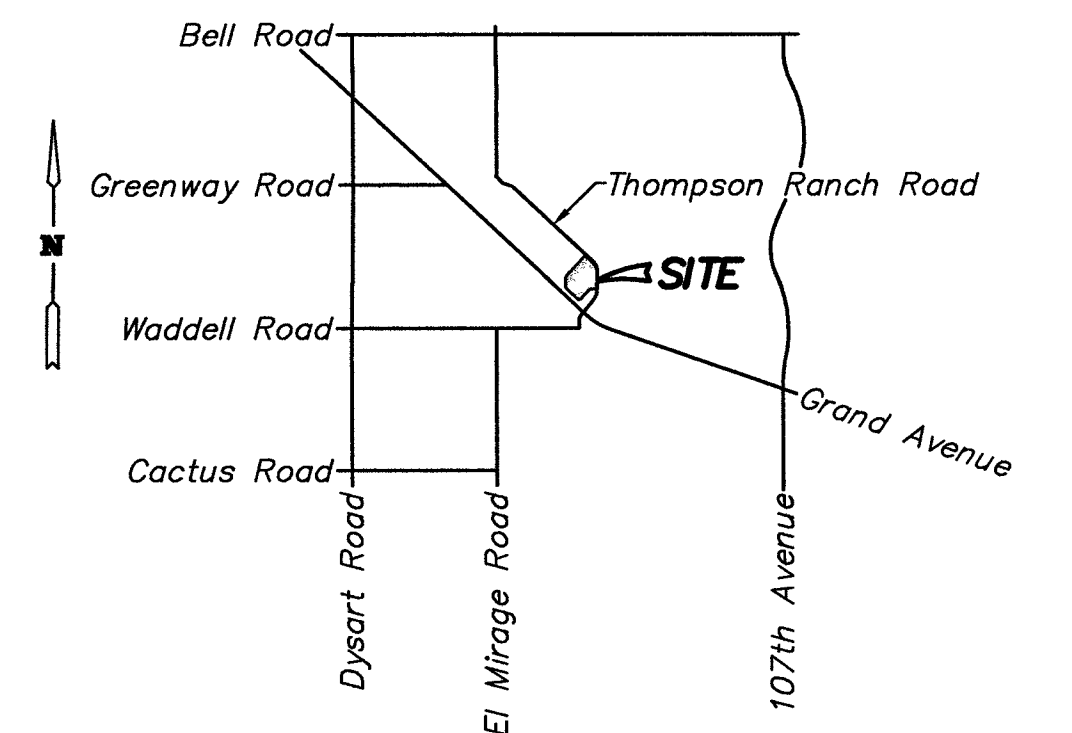
Project: 19-0932 - 210 N. 1st St., Phoenix, AZ  
File: M:\2022\210 N. 1st St. - Avilla Grand - Thompson Ranch Rd. - E:\Map\Survey\2022\_P\Avilla Grand.dwg - PP - 8/1





# ALTA/NSPS LAND TITLE SURVEY

OF  
A PORTION OF SECTION 12, TOWNSHIP 3 NORTH,  
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN, MARICOPA COUNTY, ARIZONA



**VICINITY MAP**  
Not to Scale

## LEGAL DESCRIPTION

A PORTION OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 0°02'10" WEST ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 750.03 FEET; THENCE SOUTH 89°52'51" EAST, A DISTANCE OF 688.24 FEET; THENCE SOUTH 46°40'38" EAST, A DISTANCE OF 3101.88 FEET; THENCE NORTH 43°19'22" EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 46°40'38" EAST, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 46°40'38" EAST, A DISTANCE OF 332.70 FEET TO POINT OF CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 533.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°28'09", AN ARC LENGTH OF 432.28 FEET TO A POINT OF TANGENCY; THENCE SOUTH 0°12'29" EAST, A DISTANCE OF 474.02 FEET; THENCE SOUTH 89°47'31" WEST, A DISTANCE OF 208.78 FEET; THENCE SOUTH 43°19'22" WEST, A DISTANCE OF 696.64 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN-SANTA FE RAILROAD; THENCE NORTH 46°40'38" WEST ALONG NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 614.24 FEET; THENCE NORTH 1°40'38" WEST, A DISTANCE OF 304.85 FEET TO A POINT OF CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 220.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 172.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°19'22" EAST, A DISTANCE OF 978.88 FEET TO THE TRUE POINT OF BEGINNING.

## SITE AREA

1,124.901 S.F.  
=25.824 Acres

## ASSESSOR'S PARCEL NOS.

APN 501-25-004C  
APN 501-25-008A  
APN 501-25-005A

## SITE ADDRESS

11755 WEST THOMPSON RANCH ROAD  
11701 WEST THOMPSON RANCH ROAD  
EL MIRAGE, ARIZONA 85335

## BASIS OF BEARINGS

SOUTH 0°02'10" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA PER SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2000-0266776, RECORDS OF MARICOPA COUNTY, ARIZONA.

## REFERENCE

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NO. 06182210-128-V60 DATED FEBRUARY 28, 2019. AMENDED MARCH 5, 2019, AMENDMENT NO. 1.

## CERTIFICATION

TO NEXT METRO DEVELOPMENT, LLC AND FIRST AMERICAN TITLE INSURANCE 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, 14, 16, 17, 18, AND 19. THE FIELD WORK WAS COMPLETED ON MARCH, 2019.

*D.F.K.* 10846 7/9/19  
DENNIS F. KEOGH, P.E., R.L.S. REG. NO. DATE

## LEGEND

APN	ASSESSOR'S PARCEL NO.
DE	DRAINAGE EASEMENT
MCR	MARICOPA COUNTY RECORDER
PUE	PUBLIC UTILITY EASEMENT
RR	RAILROAD
R/W	RIGHT OF WAY
⊙	SURVEY MONUMENT
•	PROPERTY BOUNDARY CORNER (SET REBAR WITH CAP LST0846 UNLESS OTHERWISE NOTED)
◦	EXISTING VALVE
⊙	EXISTING STREET LIGHT
⊙	SCHEDULE 'B' ITEM SHOWN
---	PROPERTY LINE
- - -	EASEMENT LINE
- - -	STREET CENTERLINE
- - -	ADJACENT LOT OR R/W
	EXISTING RAILROAD TRACK
	EXISTING PAVEMENT HATCH

SHEET 1 OF 1

	PREPARED FOR <b>Thompson Ranch Properties</b>
	<b>ALTA/NSPS LAND TITLE SURVEY</b> OF A PORTION OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
DRAWN BY: SPK CHECKED BY: DFK FIELD WORK BY: DJK	<b>Keogh Engineering, Inc.</b> 630 N. 137TH AVENUE #110 • GROUNDLEVEL, ARIZONA 85338 PHONE: (602) 535-7290 EMAIL: keogh@keoghen지니어링.com
DATE: JULY, 2019	JOB NO.: 19019

Call at least two full working days before you begin excavation.

**ARIZONA 811**  
Arizona Blue Stake, Inc.  
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)  
In Maricopa County: (602) 263-1100

## SCHEDULE 'B' ITEMS

- | NO. | STATUS      | ITEM  |
|-----|-------------|---|
| 4.  | UNPLOTTABLE | RESTRICTIONS THAT MAY BE IMPOSED, OR ANY OTHER ACTION TAKEN AFFECTING SAID LAND BY THE CITY OF EL MIRAGE PURSUANT TO THE REDEVELOPMENT PLAN OF THE COMMUNITY DEVELOPMENT TARGET AREA REFERRED TO BELOW, AS DISCLOSED BY RESOLUTION;                                       |
| 5.  | SHOWN       | TARGET AREA B RECORDED IN DOCUMENT NO. 85-418802<br>EASEMENTS AS SHOWN ON THE PLAT RECORDED IN BOOK 579 OF MAPS, PAGE 45.   |
| 6.  | SHOWN       | EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:<br>RECORDED IN DOCUMENT NO. 93-0767810<br>PURPOSE: INGRESS AND EGRESS   |
| 7.  | UNPLOTTABLE | AGREEMENT ACCORDING TO THE TERMS AND CONDITIONS CONTAINED THEREIN:<br>PURPOSE SETTLEMENT AND DEVELOPMENT DATED MAY 19, 2015<br>RECORDED MAY 20, 2015<br>DOCUMENT NO. 2015-0356059   |
| 8.  | SHOWN       | EASEMENT AND RIGHTS INCIDENT THERETO, INCLUDING BUT NOT LIMITED TO THE RIGHT OF THE STATE OF ARIZONA TO PROHIBIT, LIMIT AND CONTROL ACCESS TO THE LIMITED ACCESS HIGHWAY, AS SET FORTH IN INSTRUMENT:<br>RECORDED IN DOCUMENT NO. 2017-0458738<br>PURPOSE: ACCESS CONTROL |

## FLOOD NOTE

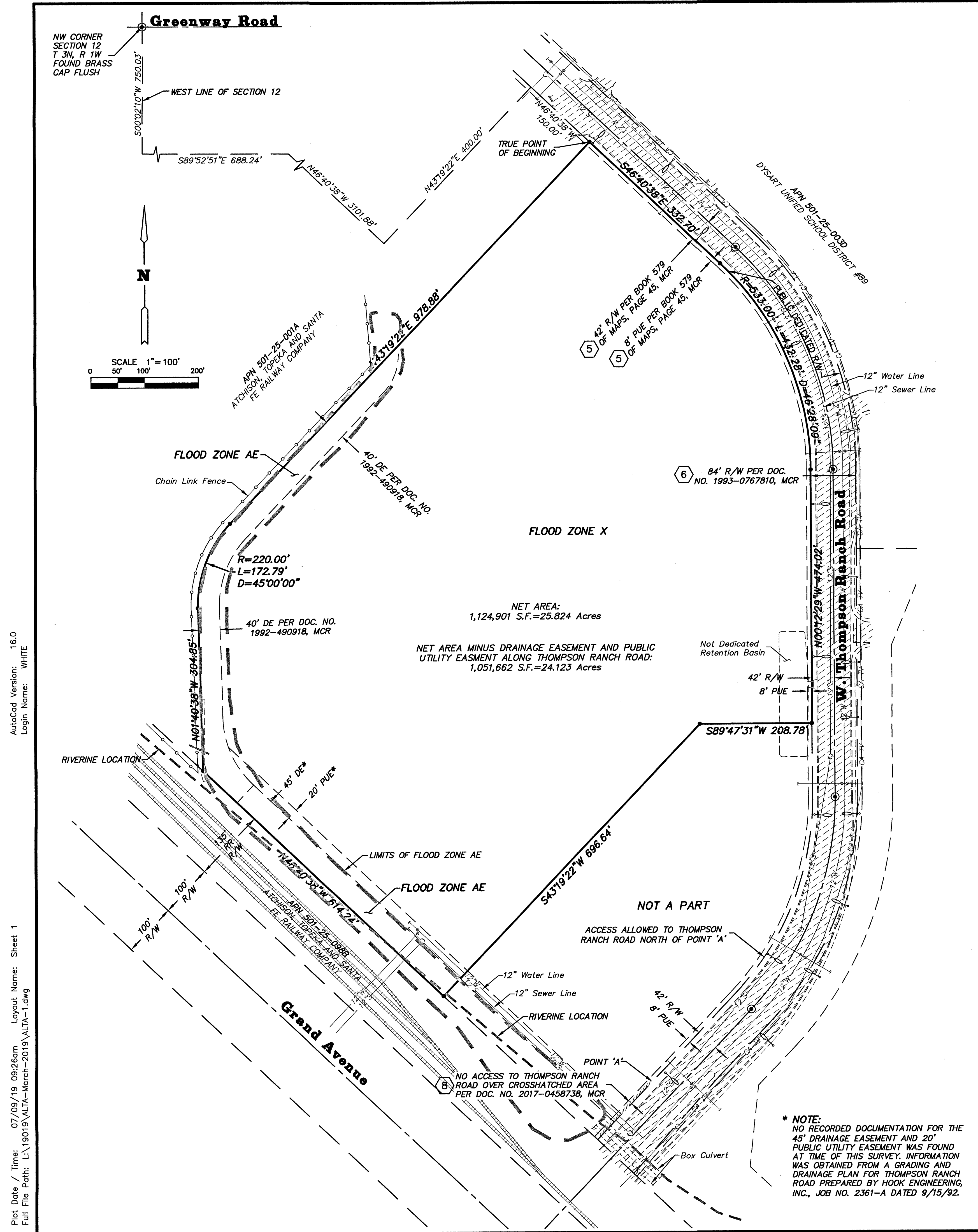
THIS PARCEL IS LOCATED WITHIN ZONE X AND ZONE AE AS DELINEATED ON THE MARICOPA COUNTY, ARIZONA AND INCORPORATED FLOOD INSURANCE RATE MAP/FLOOD HAZARD BOUNDARY MAP PANEL NO. 04013C1680L DATED OCTOBER 16, 2013, AND PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ZONE X IS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS AREAS 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN ONE (1) FOOT OR WITH DRAINAGE AREAS LESS THAN ONE (1) SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. ZONE AE IS DEFINED AS SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION DETERMINED.

## NOTES

- THERE IS NO OBSERVABLE EVIDENCE OF ANY EARTH MOVING WORK, BUILDING CONSTRUCTION, OR ADDITIONS WITHIN RECENT MONTHS.
- THERE IS NO OBSERVABLE CHANGES IN STREET RIGHT OF WAY LINES COMPLETED OR PROPOSED OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION UNLESS OTHERWISE SHOWN.
- THIS SITE IS WITHIN A DESIGNATION OF RIVERINE THAT EXIST AT THE TIME OF THIS SURVEY AS SHOWN ON THE NATIONAL WETLANDS INVENTORY MAP.

## UTILITY NOTE

LOCATION OF ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON INFORMATION SUPPLIED TO THE SURVEYOR BY THE APPROPRIATE UTILITY COMPANIES. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.



AutoCad Version: 16.0  
 Login Name: WHITE  
 Plot Date / Time: 07/09/19 09:26am  
 Layout Name: Sheet 1  
 Full File Path: L:\19019\ALTA-March-2019\ALTA-1.dwg

\* NOTE:  
NO RECORDED DOCUMENTATION FOR THE 45' DRAINAGE EASEMENT AND 20' PUBLIC UTILITY EASEMENT WAS FOUND AT TIME OF THIS SURVEY. INFORMATION WAS OBTAINED FROM A GRADING AND DRAINAGE PLAN FOR THOMPSON RANCH ROAD PREPARED BY HOOK ENGINEERING, INC., JOB NO. 2361-A DATED 9/15/92.



**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Commitment

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a NEBRASKA Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

### First American Title Insurance Company



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

### ISSUED BY

**Landmark Title Assurance Agency of Arizona LLC**  
as agent for First American Title Insurance Company

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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. ARBITRATION**

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

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Landmark Title Assurance Agency of Arizona LLC

Issuing Office: 2555 E. Camelback Rd., Suite 275, Phoenix, AZ

Escrow Officer: Vicki Etherton

Issuing Office File No.: 06182210-128-V60

Title Officer: Mike Bishop

Revision No.: Amended: March 5, 2019, Amendment No. 1

### SCHEDULE A

1. Commitment Date: February 28, 2019
2. Policy to be issued:
  - (a) ALTA 2006 Extended Owner's Policy  
Proposed Insured: **NexMetro Development, LLC**  
Proposed Policy Amount: \$0.00
  - (b) None  
Proposed Insured:  
Proposed Policy Amount: \$0.00
  - (c) None  
Proposed Insured:  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is a **Fee**
4. The Title is, at the Commitment Date, vested in:

**Herbert E. Dreiseszun and Patricia A. Dreiseszun, as Trustees of trust dated January 29, 1986, as to an undivided 66.25% interest; and**

**Thompson Ranch Partnership, an Arizona general partnership, as to an undivided 33.75% interest**

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5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

By:   
Authorized Countersignature

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## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Exhibit A

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

A PORTION OF THE FOLLOWING PROPERTY (EXACT LEGAL DESCRIPTION TO BE PROVIDED PRIOR TO CLOSE OF ESCROW):

a portion of Section 12, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

BEGINNING at the Northwest corner of said Section 12;

THENCE South 0°02'10" West along the West line of said Section 12, a distance of 750.03 feet;

THENCE South 89°52'51" East, a distance of 688.24 feet;

THENCE South 46°40'38" East, a distance of 3101.88 feet;

THENCE North 43°19'22" East, a distance of 400.00 feet;

THENCE South 46°40'38" East, a distance of 150.00 feet to the TRUE POINT OF BEGINNING of the herein described parcel;

THENCE continuing South 46°40'38" East, a distance of 332.70 feet to a point of a curve, concave Southwesterly, having a radius of 533.00 feet;

THENCE Southeasterly along the arc of said curve, through a central angle of 46°28'09", an arc length of 432.28 feet to a point of tangency;

THENCE South 0°12'29" East, a distance of 611.98 feet to a point of a curve, concave Northwesterly, having a radius of 533.00 feet;

THENCE Southwesterly along the arc of said curve, through a central angle of 43°32'10", an arc length of 405.00 feet to a point of tangency;

THENCE South 43°19'41" West, a distance of 373.26 feet to a point on the Northerly right of way line of the Burlington Northern-Santa Fe Railroad;

THENCE North 46°40'38" West along said Northerly right of way line, a distance of 1007.17 feet;


THENCE North 1°40'38" West, a distance of 304.85 feet to a point of a curve, concave Easterly, having a radius of 220.00 feet;

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	ISSUED BY First American Title Insurance Company
<b>Exhibit A (Cont.)</b>	

Commitment No.: 06182210-128-V60

**EXHIBIT A**  
**Legal Description (Continued)**

THENCE Northerly along the arc of said curve, through a central angle of 45°00'00", an arc length of 172.79 feet to a point of tangency;

THENCE North 43°19'22" East, a distance of 978.88 feet to the TRUE POINT OF BEGINNING.

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule BI & BII

Commitment No.: 06182210-128-V60

### SCHEDULE B, PART I

#### Requirements

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.

[TAX MAP 1](#)

[TAX MAP 2](#)

#### TAX NOTE:

Year	2018
<a href="#">Parcel No.</a>	<a href="#">501-25-004C 4</a>
Total Tax	\$22,808.88
First Half	\$11,404.44 (paid)
Second Half	\$11,404.44

#### TAX NOTE:

Year	2018
<a href="#">Parcel No.</a>	<a href="#">501-25-005A 3</a>
Total Tax	\$6958.50
First Half	\$3479.25 (paid)
Second Half	\$3479.25

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## ALTA Commitment for Title Insurance

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### Schedule BI & BII (Cont.)

Commitment No.: 06182210-128-V60

#### SCHEDULE B

(Continued)

#### TAX NOTE:

Year	2018
<u>Parcel No.</u>	<u>501-25-006A 1</u>
Total Tax	\$473.56
First Half	\$236.78 (paid)
Second Half	\$236.78

5. PAY 2<sup>nd</sup> half 2018 taxes, Parcel Nos. 501-25-004C, 005A, and 006A.
6. Approval by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.
7. FURNISH the Company with Owner's Affidavit executed by Herbert E. Dreiseszun and Patricia A. Dreiseszun, as Trustees of trust dated January 29, 1986, and Thompson Ranch Partnership, an Arizona general partnership
8. USUAL preliminary inspection report by an employee of the Company. The right is reserved to make additional requirements or exceptions upon examination.
9. FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which became effective February 23, 2016. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 19, from Table A thereof.

NOTE: If Zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A, and information regarding the usage of the property must be included.

10. Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Trust dated January 29, 1986.

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## ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

### Schedule BI & BII (Cont.)

Commitment No.: 06182210-128-V60

#### SCHEDULE B

(Continued)

11. IF FEWER THAN ALL GENERAL PARTNERS, or partners other than the general partners shown below are to execute documents, submit fully executed copy of the partnership agreement (and all amendments) of the partnership named below for examination. The right is reserved to make additional requirements upon such examination:

Thompson Ranch Partnership, an Arizona general partnership

**NOTE:**

The names of the General Partners of the Partnership referred to below are:

Name of Partnership: Thompson Ranch Partnership, an Arizona general partnership  
 Names of General Partners: Herbert E. Dreiseszun  
 BLKS Limited Partnership  
 D & D Partnership

(Nothing appears of record authorizing fewer than all general partners to execute documents)

Partnership Certificate recorded in Document No. [90-230348](#)


12. IF THE GENERAL PARTNERS named above are not the current General Partners of the Partnership, record Certificate of Partnership executed by all partners for Thompson Ranch Partnership, an Arizona general partnership.
13. FURNISH LEGAL DESCRIPTION of the property to be insured. The right is reserved to make further exceptions and/or requirements upon review of the legal description.
14. THE RIGHT is reserved to make additional exceptions or requirements upon submission of the name of the proposed insured.
15. RECORD Deed from Herbert E. Dreiseszun and Patricia A. Dreiseszun, as Trustees of trust dated January 29, 1986, and Thompson Ranch Partnership, an Arizona general partnership, to \_\_\_\_\_ (proposed insured owner).

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 06182210-128-V60

**SCHEDULE B**

**(Continued)**

16. COMPLIANCE with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee.

NOTE: Vesting herein is determined by the following Deeds:

- Document No. [86-146044](#) (Herbert E. Dreiseszun and Patricia A. Dreiseszun, as Trustees);
- Document No. [90-240892](#) (Thompson Ranch Partnership, 6.25%); and
- Document No. [90-240893](#) (Thompson Ranch Partnership, 27.5%)

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# ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

## Schedule BI & BII (Cont.)

Commitment No.: 06182210-128-V60

### SCHEDULE B

(Continued)

#### SCHEDULE B, PART II

##### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- I. 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.
  1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
  2. 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.
  3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2019
  4. RESTRICTIONS that may be imposed, or any other action taken affecting said land by the City of El Mirage pursuant to the Redevelopment Plan of the Community Development Target Area referred to below, as disclosed by Resolution;

Target Area **B**  
 Recorded in Document No. [85-418802](#)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule BI & BII (Cont.)

Commitment No.: 06182210-128-V60

### SCHEDULE B

(Continued)

5. EASEMENTS as shown on the plat recorded in [Book 579 of Maps, page 45.](#)
6. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Document No. [93-0767810](#)  
Purpose [ingress and egress](#)
7. AGREEMENT according to the terms and conditions contained therein:  
  
Purpose Settlement and development  
Dated May 19, 2015  
Recorded May 20, 2015  
Document No. [2015-0356059](#)
8. EASEMENT and rights incident thereto, including but not limited to the right of the State of Arizona to prohibit, limit and control access to the limited access highway, as set forth in instrument:  
  
Recorded in Document No. [2017-0458738](#)  
Purpose [access control](#)
9. RIGHTS OF PARTIES in possession.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.
10. ADVERSE MATTERS that may be revealed by an inspection of the land.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.
11. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

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## Privacy Information

### We Are Committed to Safeguarding Customer Information

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

### Applicability

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

### Types of Information

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

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

### Use of Information

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

### Former Customers

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

### Confidentiality and Security

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

### Information Obtained Through Our Web Site

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

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

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

### Business Relationships

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

### Cookies

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

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

### Fair Information Values

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

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

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

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

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

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

**NOTICE OF TITLE POLICY DISCOUNTS**  
**Residential Resale and Refinance Transactions – Arizona**

Escrow No.: **06182210**

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

**SHORT/LONG TERM RESALE RATE:**

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

**REFINANCE RATE:**

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

**Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Signature of Seller/Borrower

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charge for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

## **DISCLOSURE NOTICES**

### **Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

### **PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

### **NOTICE:**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a Print must be ten-point type (pica) or larger.
- b Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- c Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

**NOTICE  
OF  
IMPORTANT CHANGE TO ARIZONA NOTARY LAWS**

If your client is a foreign citizen, you will want to be aware of this change.

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government..." (A.R.S. 41-311.11.) Effective August 25, 2004, however, this provision has been amended to provide that the current form of identification must be issued by "the United States government or a state or tribal government..." This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will NOT meet the statutory identification requirements.

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.