



CITY OF EL MIRAGE

DEVELOPMENT APPLICATION FORM

Official Use

Case No: _____ Date Received: _____ Planning & Zoning Commission Meeting: _____ City Council Meeting: _____

PURPOSE

Development Applications are reviewed by the Technical Advisory Committee (TAC) with the intent to provide the applicant specific information in preparation to meeting the City's technical standards and requirements for the proposed development project. Information provided by TAC is based on applicant submittals and should be considered actual and detailed in nature.

ACTION REQUESTED (Check one)

- | | |
|--|---|
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> General Plan Amendment: <input type="checkbox"/> Major <input type="checkbox"/> Minor | <input type="checkbox"/> Site Plan Amendment |
| <input type="checkbox"/> Planned Area Development (PAD) | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Planned Area Development Amendment | <input type="checkbox"/> Final Plat |
| <input type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Other: <u>Master Plat</u> |

PROPERTY INFORMATION:

Name of Project: Copperwing Logistics Center Acreage: 993.617 gross acres

Property Address/Location: Southwest Corner of Peoria Avenue and El Mirage Road

Assessor's Parcel Number: 501-45-019 P, 501-46-002L, 501-46-002F, 501-47-002H, 509-18-970A, 509-18-968A

APPLICANT / OWNER INFORMATION:

Applicant: HILGARTWILSON, LLC c/o Kirk Pangus
 Address: 2141 E. Highland Ave, Suite 250
 City/ST/Zip: Phoenix, AZ 85016
 Phone: 602-490-0535
 Email: kpangus@hilgartwilson.com
 Signature: [Signature]

John F. Long Properties LLLP
 as Managing Agent for John F. Long Family Revocable
 Living Trust U/A dated 2/26/08 c/o Sean Tonge
 Address: 1118 E. Missouri Ave, Suite A
 City/ST/Zip: Phoenix, AZ 85014
 Phone: 602-501-9095
 Email: seant@jflong.com
 Signature: [Signature]

(Agreement to act as agent for owner)

(Authorization for agent to act for owner)

- Application Form
- Comprehensive Site Plan
- Deed and/or Title Report
- Drainage Report
- A.L.T.A. Survey
- Phase I Environment Site Assessment
- Preliminary Landscape Plans
- Filing Fee (see Fee Schedule starting on page 9)
- Project Narrative
- Master Plat

COPPERWING LOGISTICS PARK
MASTER PLAT – PARCELS 1 THRU 9
PROJECT NARRATIVE

PROJECT DESCRIPTION

The Copperwing Logistics Center is a 994+/- acre site located at the Southwest corner of Peoria Avenue and El Mirage Road in El Mirage, Arizona and is known as Assessor's Parcel Numbers 501-45-019P, 501-46-002L, 501-46-002F, 501-47-002H, 509-18-970A, and 509-18-968A. The site is currently utilized for farming purposes.

NECESSITY OF PLAT

The plat will dedicate public rights of way for Peoria Avenue, Dysart Road, Olive Avenue, El Mirage Road, Alice Avenue, Butler Avenue, and 127th Avenue. Said public rights of way dedications are necessary for roadway improvements throughout the project site, and said dedications will divide the property into multiple parcels of land. The Master Plat allows for individual (future) development of each new parcel within the project site.

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)
KNOW ALL MEN BY THESE PRESENTS:
JACOB F. LONG AS TRUSTEE OF THE JOHN F. LONG FAMILY REVOCABLE LIVING TRUST UNDER AGREEMENT DATED FEBRUARY 26, 2008 AND SPICOLI FARMS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, HAS SUBDIVIDED UNDER THE NAME OF "COPPERWING LOGISTICS CENTER", A RESUBDIVISION OF A PORTION OF LOT 1 AND LOT 3 OF THE FINAL PLAT OF "CENTERPOINT LOGISTICS PARK-P/D WEST" FILED AS BOOK 1399, PAGE 6 RECORDS OF MARICOPA COUNTY, ARIZONA BEING WITHIN PORTIONS OF THE EAST HALF OF SECTION 27, SECTION 26, SECTION 35 AND THE SOUTHEAST QUARTER OF SECTION 34, 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 "COPPERWING LOGISTICS CENTER", A COMMERCIAL SUBDIVISION, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT THE LOTS, STREETS AND EASEMENTS SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT. JACOB F. LONG AS TRUSTEE OF THE JOHN F. LONG FAMILY REVOCABLE LIVING TRUST UNDER AGREEMENT DATED FEBRUARY 26, 2008 AND SPICOLI FARMS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF, JOHN F. LONG FAMILY REVOCABLE LIVING TRUST UNDER AGREEMENT DATED FEBRUARY 26, 2008, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF JACOB F. LONG, ITS TRUSTEE THEREUNTO DULY AUTHORIZED THIS ____ DAY OF ____ 2020.

BY: _____

TITLE: TRUSTEE

IN WITNESS WHEREOF, SPICOLI FARMS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY JACOB F. LONG AS MANAGER OF DAVE'S NOT HERE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER OF SPICOLI FARMS LLC, AN ARIZONA LIMITED LIABILITY COMPANY THEREUNTO DULY AUTHORIZED THIS ____ DAY OF ____ 2020.

BY: _____

TITLE: MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)
BEFORE ME THIS ____ DAY OF _____, 2020 JACOB F. LONG PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE TRUSTEE OF THE JOHN F. LONG FAMILY REVOCABLE LIVING TRUST UNDER AGREEMENT DATED FEBRUARY 26, 2008, AND ACKNOWLEDGED THAT HE, AS TRUSTEE EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)
BEFORE ME THIS ____ DAY OF _____, 2020 JACOB F. LONG PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF DAVE'S NOT HERE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER OF SPICOLI FARMS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS MANAGER EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION

PARCEL NO. 1: ALL OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCELS A, B, C, D AND E:
PARCEL A: THE WEST 12.00 FEET OF THE EAST 45.00 FEET OF THE SOUTH 800.00 FEET OF SAID SOUTHEAST QUARTER OF SAID SECTION 26; EXCEPT THE SOUTH 33.00 FEET.
PARCEL B: THE NORTH 22 FEET OF THE SOUTH 55.00 FEET OF THE EAST 1350 FEET OF SAID SOUTHEAST QUARTER OF SAID SECTION 26; EXCEPT THE EAST 45.00 THEREOF.
PARCEL C: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 55.00 FEET AND THE WEST LINE OF THE EAST 45.00 FEET OF SAID SOUTHEAST QUARTER OF SAID SECTION 26; THENCE WEST 25.00 FEET ALONG SAID NORTH LINE OF THE SOUTH 55.00 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION TO A POINT ON SAID WEST LINE OF THE EAST 45.00 FEET THAT IS 25.00 FEET NORTH FROM SAID POINT OF INTERSECTION; THENCE SOUTH 25.00 FEET TO THE POINT OF INTERSECTION.
PARCEL D: THE NORTH 22.00 FEET OF THE SOUTH 55.00 FEET OF THE WEST 800.00 FEET OF SAID SOUTHWEST QUARTER OF SAID SECTION 2; AND
PARCEL E: THE EAST 15 FEET OF THE WEST 55 FEET OF THE SOUTH 500 FEET OF SAID SOUTHWEST QUARTER OF SAID SECTION 26; AND EXCEPT THAT PROPERTY CONVEYED TO MARICOPA COUNTY BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 93-001466; AND EXCEPT THAT PROPERTY CONVEYED TO THE CITY OF EL MIRAGE BY MEMORANDUM OF GIFT RECORDED IN DOCUMENT NO. 2015-683037, AND THEREAFTER RE-RECORDED IN DOCUMENT NO. 2015-732619, AND THEREAFTER RE-RECORDED IN DOCUMENT NO. 2016-081016; AND EXCEPT THAT PROPERTY CONVEYED TO THE CITY OF EL MIRAGE BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2015-683051, AND THEREAFTER RE-RECORDED IN DOCUMENT NO. 2015-732618, AND THEREAFTER RE-RECORDED IN DOCUMENT NO. 2016-081015; AND EXCEPT THAT PROPERTY CONVEYED TO THE CITY OF EL MIRAGE BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2016-104746; AND EXCEPT THAT PROPERTY CONVEYED TO THE CITY OF EL MIRAGE BY MEMORANDUM OF GIFT RECORDED IN DOCUMENT NO. 2016-104747; AND EXCEPT THAT PORTION CONVEYED TO MARICOPA COUNTY BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2016-438575; AND EXCEPT THAT PORTION LYING WITHIN FINAL PLAT OF GATEWAY CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 1139 OF MAPS, PAGE 26.
PARCEL NO. 2: THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT PARCELS A, B AND C, DESCRIBED AS FOLLOWS:
PARCEL A: THE WEST 15.00 FEET OF THE EAST 55.00 FEET OF THE SOUTH 550.00 FEET OF SAID SOUTHEAST QUARTER; EXCEPT THE SOUTH 40.00 FEET THEREOF.
PARCEL B: THE NORTH 15 FEET OF THE SOUTH 55 FEET OF THE EAST 1100.00 FEET OF SAID SOUTHEAST QUARTER; EXCEPT THE EAST 55 FEET THEREOF.
PARCEL C: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 55.00 FEET AND THE WEST LINE OF THE EAST 55.00 FEET OF SAID SECTION 34; THENCE WESTERLY 35.00 FEET ALONG SAID NORTH LINE OF THE SOUTH 55.00 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION TO A POINT ON SAID WEST LINE OF THE EAST 55.00 FEET THAT IS 35.00 FEET NORTH FROM SAID POINT OF INTERSECTION; THENCE SOUTHERLY TO THE POINT OF INTERSECTION; AND EXCEPT THAT PORTION CONVEYED TO MARICOPA COUNTY BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 93-327480; AND EXCEPT THAT PORTION CONVEYED TO MARICOPA COUNTY BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2011-244831, AND THEREAFTER RE-RECORDED IN DOCUMENT NO. 2011-400892, AND THEREAFTER RE-RECORDED IN DOCUMENT NO. 2014-753986; AND EXCEPT THAT PORTION CONVEYED TO MARICOPA COUNTY BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013-1054934; AND EXCEPT THAT PORTION CONVEYED TO ALGODON CENTER LLLP, AN ARIZONA LIMITED LIABILITY PARTNERSHIP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2018-421774; AND EXCEPT THAT PORTION CONVEYED TO ALGODON CENTER LLLP, AN ARIZONA LIMITED LIABILITY PARTNERSHIP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019-562428.

FINAL PLAT FOR "COPPERWING LOGISTICS CENTER" EL MIRAGE, ARIZONA

A RESUBDIVISION OF A PORTION OF LOT 1 AND LOT 3 OF THE FINAL PLAT OF "CENTERPOINT LOGISTICS PARK-P/D WEST" FILED AS BOOK 1399, PAGE 6 RECORDS OF MARICOPA COUNTY, ARIZONA BEING WITHIN PORTIONS OF THE EAST HALF OF SECTION 27, SECTION 26, SECTION 35 AND THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER/DEVELOPER

JOHN F. LONG FAMILY REVOCABLE LIVING TRUST
1118 E MISSOURI ST A
PHOENIX AZ 85014-2710
PHONE: 602-272-0421
CONTACT: JOHN F. LONG PROPERTIES LLLP
SEAN TONGE (602) 501-9095

OWNER

SPICOLI FARMS LLC
1118 E. MISSOURI AVE. STE. A
PHOENIX AZ 85014-2710
CONTACT: JOHN F. LONG PROPERTIES LLLP
SEAN TONGE (602) 501-9095

SURVEYOR

HILGARTWILSON LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, AZ 85016
PHONE: (602) 490-0535
CONTACT: KIRK J. PANGUS

BASIS OF BEARING

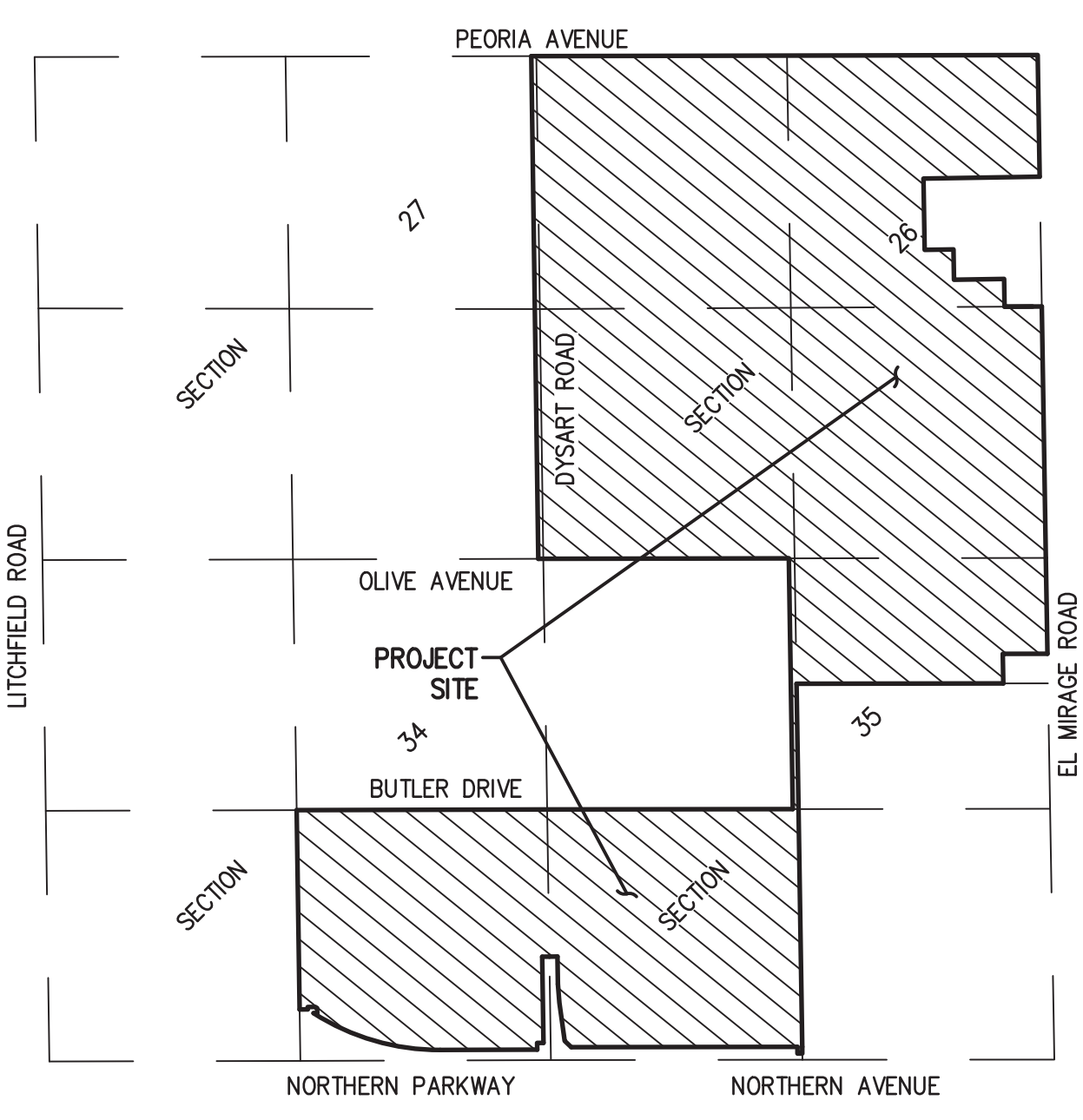
BASIS OF BEARING IS N00°03'38"E ALONG THE WEST LINE OF THE EAST HALF OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

LEGAL DESCRIPTION

PARCEL NO. 3: THE NORTH HALF OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT THE FOLLOWING DESCRIBED PROPERTY: SEVEN PARCELS OF LAND LYING WITHIN THE NORTH HALF OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PARCELS ARE DESCRIBED AS PARCELS A THROUGH H:
PARCEL A: THE WEST 12.00 FEET OF THE EAST 45.00 FEET OF THE NORTH 745.00 FEET OF SAID NORTHEAST QUARTER OF SAID SECTION 35; EXCEPT THE NORTH 55.00 FEET THEREOF.
PARCEL B: THE SOUTH 22 FEET OF THE NORTH 55.00 FEET OF THE EAST 652.00 FEET OF SAID NORTHEAST QUARTER OF SAID SECTION 35; EXCEPT THE EAST 33.00 FEET THEREOF.
PARCEL C: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 55.00 FEET AND THE WEST LINE OF THE EAST 45.00 FEET OF SAID NORTHEAST QUARTER OF SAID SECTION 35; THENCE WEST 12.00 FEET ALONG SAID SOUTH LINE OF THE NORTH 55.00 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION TO A POINT ON SAID WEST LINE OF THE EAST 45.00 FEET THAT IS 13.00 FEET SOUTH FROM SAID POINT OF INTERSECTION; THENCE NORTH 13.00 FEET TO THE POINT OF INTERSECTION.
PARCEL D: THE SOUTH 22.00 FEET OF THE NORTH 55.00 FEET OF THE EAST 210.00 FEET OF THE WEST 250.00 FEET OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
PARCEL E: THE EAST 15.00 FEET OF THE WEST 55.00 FEET OF THE SOUTH 345.00 FEET OF THE NORTH 400.00 FEET OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
PARCEL F: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 55.00 FEET OF THE WEST 55.00 FEET OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 10.00 FEET; THENCE NORTHEASTERLY TO THE SOUTHEAST CORNER OF THE NORTH 55.00 FEET OF THE WEST 65.00 FEET OF THE NORTHWEST QUARTER; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
PARCEL G: THAT CERTAIN PROPERTY CONVEYED TO EPCOR WATER ARIZONA, INC., AN ARIZONA CORPORATION BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2017-435815.
PARCEL H: THAT CERTAIN PROPERTY CONVEYED TO SPICOLI FARMS LLC, AN ARIZONA LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2018-275913.
PARCEL NO. 4: THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT PARCELS A, B, C, AND D, DESCRIBED AS FOLLOWS:
PARCEL A: THE EAST 15.00 FEET OF THE WEST 55.00 FEET OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; EXCEPT THE SOUTH 33.00 FEET THEREOF;
PARCEL B: THE NORTH 15.00 FEET OF THE SOUTH 55.00 FEET OF THE WEST 500.00 FEET OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; EXCEPT THE WEST 55.00 FEET THEREOF;
PARCEL C: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 55.00 FEET AND THE EAST LINE OF THE WEST 55.00 FEET OF SAID SECTION 35; THENCE NORTHERLY 35.00 FEET ALONG SAID EAST LINE OF THE WEST 55.00 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION TO A POINT ON SAID NORTH LINE OF THE SOUTH 55.00 FEET THAT IS 35.00 FEET EAST FROM SAID POINT OF INTERSECTION; THENCE WESTERLY TO THE POINT OF INTERSECTION.
PARCEL D: THAT CERTAIN PROPERTY CONVEYED TO ALGODON CENTER LLLP, AN ARIZONA LIMITED LIABILITY PARTNERSHIP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2018-421774; AND EXCEPT FROM THE ABOVE PARCEL NOS. 3 AND 4 THOSE PORTIONS PREVIOUSLY CONVEYED TO MARICOPA COUNTY IN SPECIAL WARRANTY DEEDS RECORDED IN DOCUMENT NOS. 93-001465; 93-001467; 93-327482; 2013-1054932 AND 2016-438571.
PARCEL NO. 5: A PARCEL OF LAND BEING SITUATED WITHIN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 3 INCH BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 35 FROM WHICH A FOUND 3 INCH BRASS CAP IN HAND HOLE ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 35 THEREOF BEARS SOUTH 00 DEGREES 04 MINUTES 27 SECONDS EAST, 2,628.73 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 27 SECONDS EAST, 1,314.36 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE LEAVING SAID EAST LINE, NORTH 89 DEGREES 11 MINUTES 04 SECONDS WEST, 671.98 ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89 DEGREES 11 MINUTES 04 SECONDS WEST, 280.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 04 MINUTES 27 SECONDS WEST, 677.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 04 SECONDS EAST, 280.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 27 SECONDS EAST, 677.00 FEET TO THE POINT OF BEGINNING.

FLOOD ZONE DESIGNATION

- 1. A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 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 LEEVES FROM 1% ANNUAL CHANCE FLOOD. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1680L, PANEL NUMBER 1680 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.
2. A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "A" WITH A DEFINITION OF: 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) FLOODPLAINS THAT ARE DETERMINED FOR THE FLOOD INSURANCE STUDY (FIS) BY APPROXIMATE METHODS OF ANALYSIS. BECAUSE DETAILED HYDRAULIC ANALYSES ARE NOT PERFORMED FOR SUCH AREAS, NO BASE FLOOD ELEVATIONS (BFES) OR DEPTHS ARE SHOWN IN THIS ZONE. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS APPLY. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1680L, PANEL NUMBER 1680 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.
3. A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 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 LEEVES FROM 1% ANNUAL CHANCE FLOOD. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1690L, PANEL NUMBER 1690 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.



SHEET INDEX

FP01-COVER SHEET,
FP02-SHEET INDEX MAP
FP03-FP06-PLAT SHEETS

AREA

PARCEL 1 AREA 156.624 ACRES / 6,822,524 SQ. FT.
PARCEL 2 AREA 129.001 ACRES / 5,619,273 SQ. FT.
PARCEL 3 AREA 154.367 ACRES / 6,724,205 SQ. FT.
PARCEL 4 AREA 155.220 ACRES / 6,761,363 SQ. FT.
PARCEL 5 AREA 70.830 ACRES / 3,085,373 SQ. FT.
PARCEL 6 AREA 4.351 ACRES / 189,537 SQ. FT.
PARCEL 7 AREA 67.389 ACRES / 2,935,477 SQ. FT.
PARCEL 8 AREA 72.346 ACRES / 3,151,382 SQ. FT.
PARCEL 9 AREA 142.355 ACRES / 6,200,997 SQ. FT.
TOTAL NET PARCEL AREA 952.482 ACRES / 41,490,131 SQ. FT.
TOTAL RIGHT OF WAY AREA 33.628 ACRES / 1,464,850 SQ. FT.
TOTAL GROSS PARCEL AREA 986.111 ACRES / 42,954,980 SQ. FT.

NOTICE OF MILITARY OVER FLIGHTS

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 AIRFORCE BASE.

REFERENCE DOCUMENTS

- 1. SEE SHEET 2 FOR REFERENCE DOCUMENTS

NOTES

- 1. SEE SHEET 2 FOR NOTES

APPROVAL OF CITY ENGINEER

DATA ON THIS PLAT REVIEWED AND APPROVED ON THIS ____ DAY OF _____, 2020, BY THE CITY ENGINEER OF EL MIRAGE ARIZONA.

BY: _____ CITY ENGINEER

APPROVAL BY CITY COUNCIL

APPROVED BY THE CITY COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, THIS ____ DAY OF ____ 2020.

BY: _____ MAYOR ATTEST: _____ CITY CLERK

APPROVAL BY CITY PLANNING AND ZONING COMMISSION

THIS PLAT IS IN FULL COMPLIANCE WITH THE ORIGINAL PRELIMINARY PLAT APPROVED BY THE CITY OF EL MIRAGE PLANNING AND ZONING COMMISSION ON THE ____ DAY OF _____, 2020. THE FINAL PLAT REVIEWED AND APPROVED THIS ____ DAY OF ____ 2020.

PLANNING AND ZONING COMMISSION CHAIRPERSON

PLANNING DIRECTOR

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE 2020; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

KIRK J. PANGUS, RLS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
kpangus@hilgartwilson.com



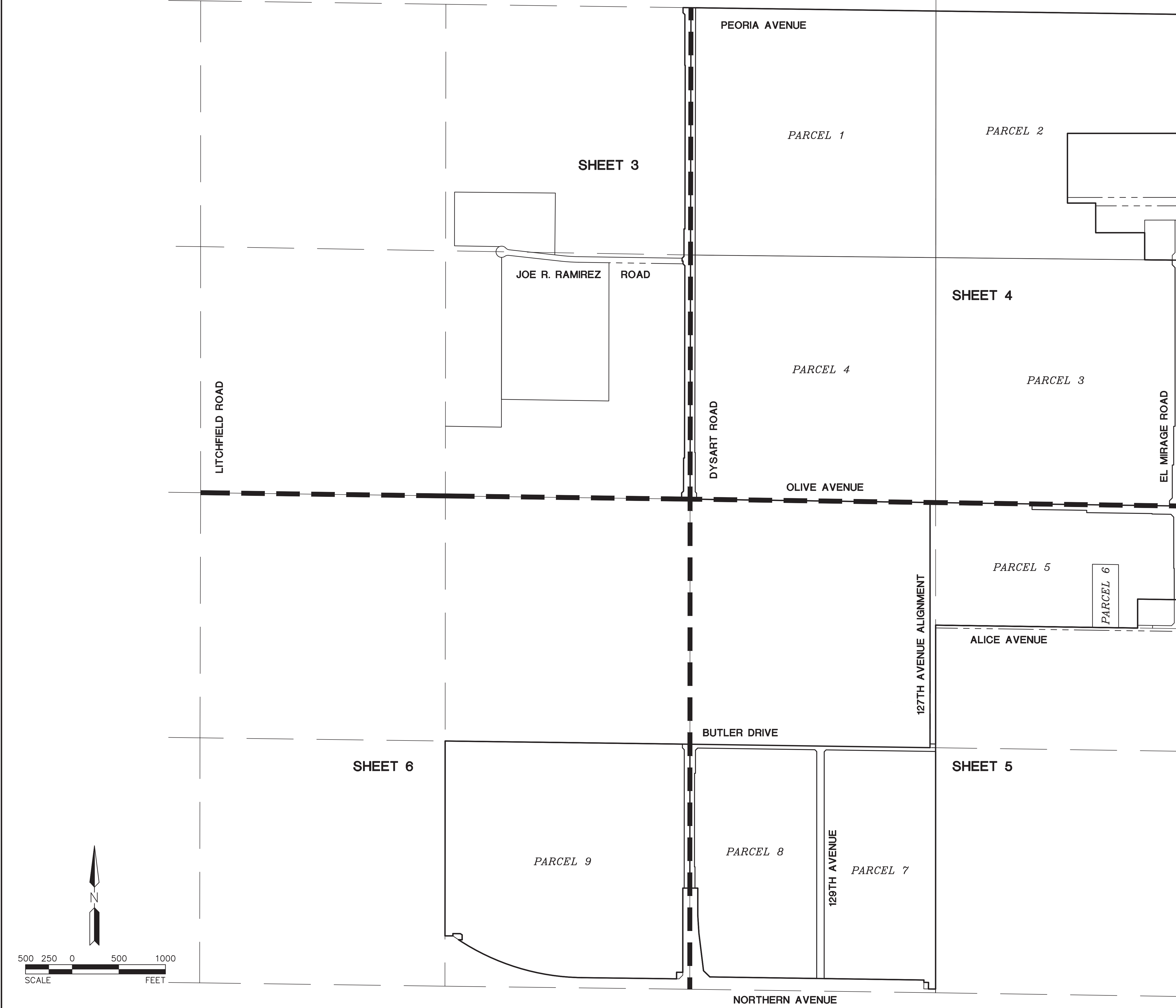
HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGEMENT
2141 E. HIGHLAND AVE., STE. 250 | P: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

COPPERWING LOGISTICS CENTER
SVC OF PEORIA AVE AND EL MIRAGE ROAD
EL MIRAGE, ARIZONA
MASTER PLAT

STATUS:
PROJ. NO.: 1680
DATE: JULY 2020
SCALE: AS SHOWN
DRAWN: DSP
APPROVED: KJP
MUNICIPAL TRACKING NO:
DWG. NO.
FP01
SHT. 1 OF 6

© Copyright 2020, Hilgartwilson, LLC - This document is the sole property of Hilgartwilson, LLC.

"COPPERWING LOGISTICS CENTER"

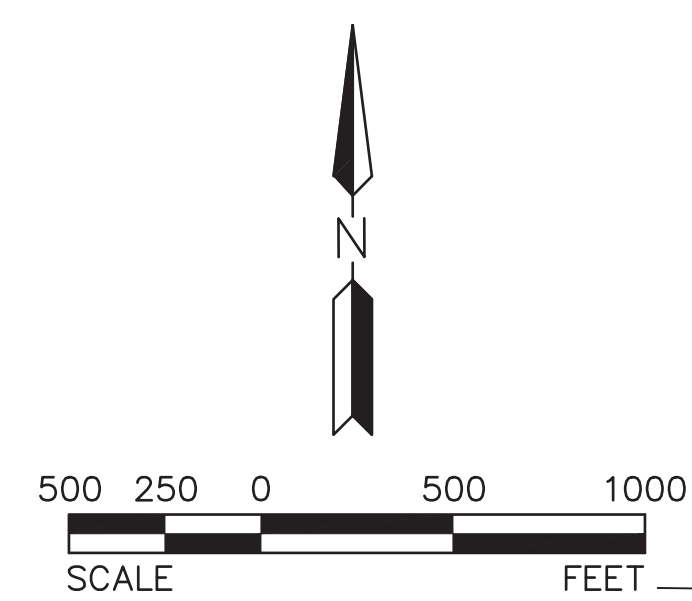


NOTES

- A. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS.
- B. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF ANY STREET IMPROVEMENTS.
- C. 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.
- D. 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.
- E. THIS CENTER IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
- F. THIS CENTER IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. DYSART ROAD, EL MIRAGE ROAD, PEORIA AVENUE AND OLIVE AVENUE ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF EL MIRAGE.
- G. THIS CENTER IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
- H. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION BE PLANTED, NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT, WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
- I. LANDSCAPE AREAS WITHIN THE PUBLIC RIGHT-OF-WAY WILL NOT BE MAINTAINED BY THE CITY OF EL MIRAGE, LANDSCAPED AREAS WITH THE PUBLIC RIGHT-OF-WAY ARE TO BE MAINTAINED BY THE OWNER/DEVELOPER OF THE COPPERWING LOGISTICS.

REFERENCE DOCUMENTS

1. LUKE INDUSTRIAL PARK FINAL PLAT BK 594 PG 15 MCR
2. NORTHEAST CORNER OF OLIVE AND EL MIRAGE FINAL PLAT BK 987 PG 46 MCR
3. GATEWAY CENTER FINAL PLAT BK 1139 PG 26 MCR
4. EL MIRAGE BUSINESS CENTER AND STORAGE FINAL PLAT BK 1294 PG 49 MCR
5. EPCOR AGUA FRIA OPERATIONS CENTER FINAL PLAT BK 1375 PG 26 MCR
6. CENTERPOINTE LOGISTICS PARK FINAL PLAT BK 1478 PG 02 MCR



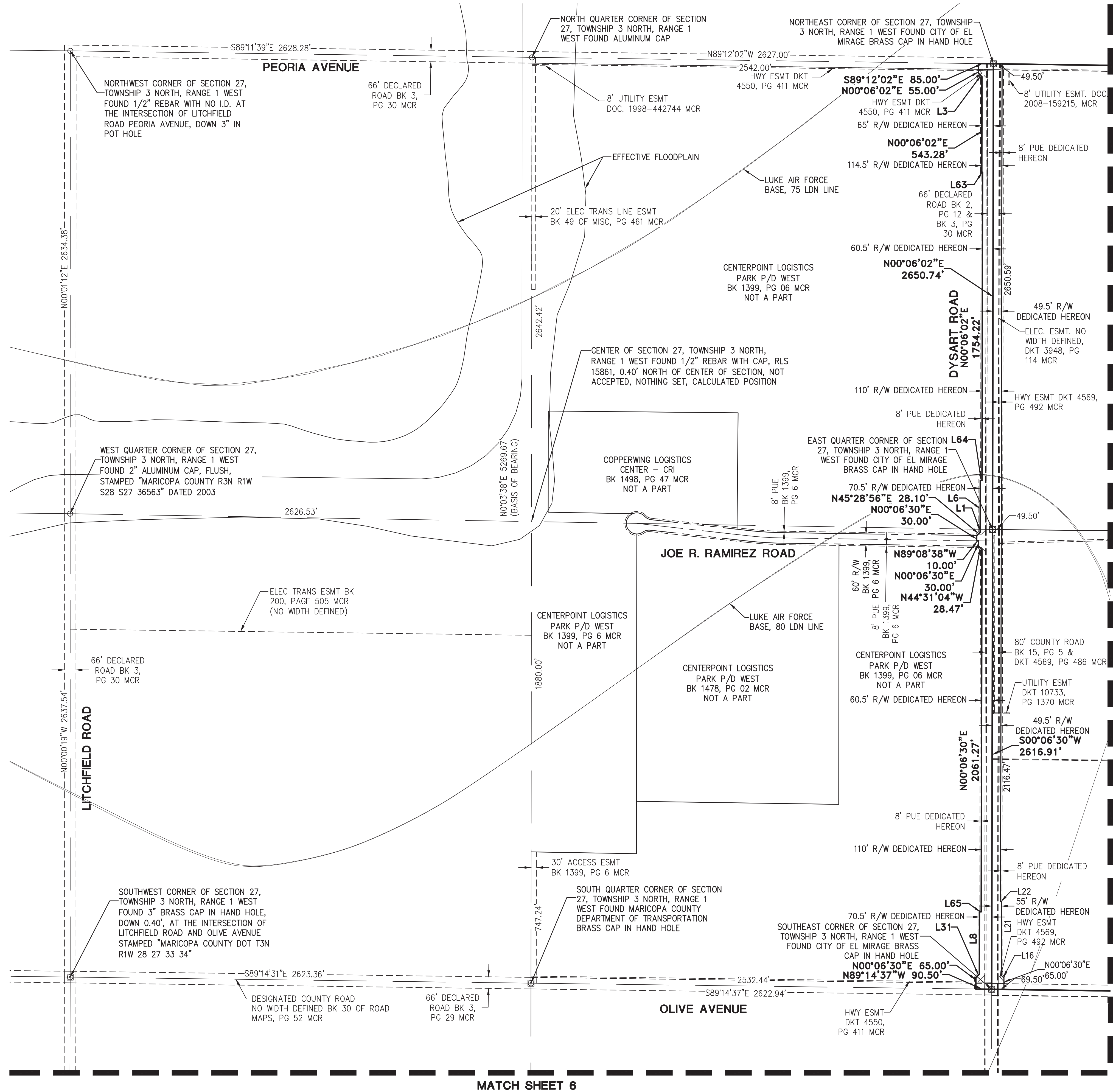
HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | PHOENIX, AZ 85016
www.hilgartwilson.com

COPPERWING LOGISTICS CENTER
SWC OF PEORIA AVE AND EL MIRAGE ROAD
EL MIRAGE, ARIZONA
MASTER PLAT

PROJ. NO.: 1680	STATUS:
DATE: JULY 2020	MUNICIPAL TRACKING NO.:
SCALE: AS SHOWN	DRAWN: DSP
APPROVED: KJP	
DWG. NO. FP02	SHT. 2 OF 6

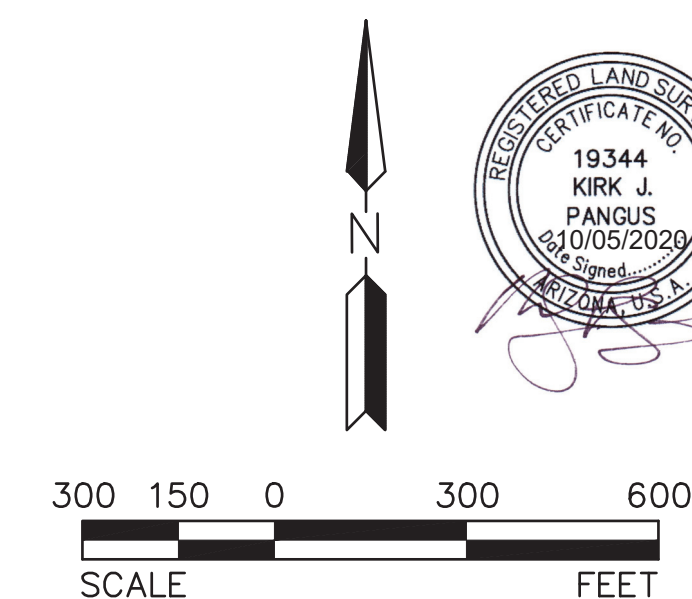
"COPPERWING LOGISTICS CENTER"

LINE NO.	DIRECTION	LENGTH
L1	N00°06'29"E	15.96'
L3	N44°33'00"W	28.46'
L6	N00°06'02"E	277.94'
L8	N00°06'30"E	354.81'
L16	N44°32'42"W	20.63'
L21	N00°06'30"E	421.16'
L22	S89°53'30"E	5.50'
L31	N45°25'57"E	28.12'
L63	N89°53'58"W	4.50'
L64	S89°53'58"E	10.00'
L65	S89°53'30"E	10.00'



LEGEND

- FOUND MONUMENT AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- - - EASEMENT LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY LINE
- - - PARCEL LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - EASEMENT
- - - BOOK
- - - PAGE
- - - DOCKET
- - - DOCUMENT
- - - ELECTRIC
- - - INGRESS
- - - EGRESS
- - - HIGHWAY
- - - TRANSMISSION
- - - MISCELLANEOUS
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- - - POINT OF BEGINNING
- - - POINT OF COMMENCEMENT



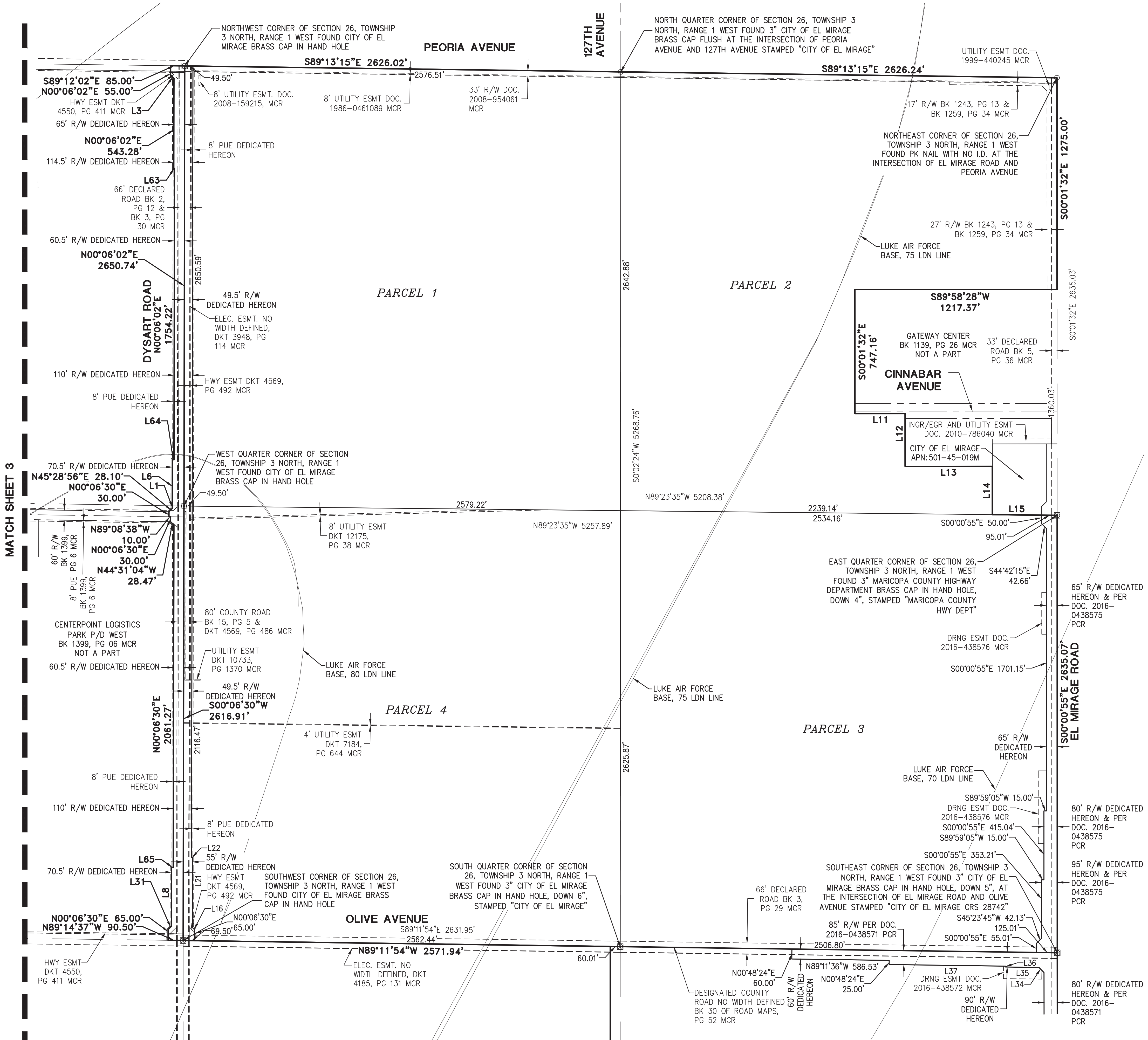
HILGARTWILSON
 ENGINEER | PLANNING | SURVEY | MANAGEMENT
 2141 E. HIGHLAND AVE., STE. 250 | PHOENIX, AZ 85016
 www.hilgartwilson.com

COPPERWING LOGISTICS CENTER
 SWC OF PEORIA AVE AND EL MIRAGE ROAD
 EL MIRAGE, ARIZONA
MASTER PLAT

STATUS: _____
 PROJ. NO.: 1680
 DATE: JULY 2020
 SCALE: AS SHOWN
 DRAWN: DSP
 APPROVED: KJP
 MUNICIPAL TRACKING NO: _____

DWG. NO.
FP03
 SHT. 3 OF 6

"COPPERWING LOGISTICS CENTER"

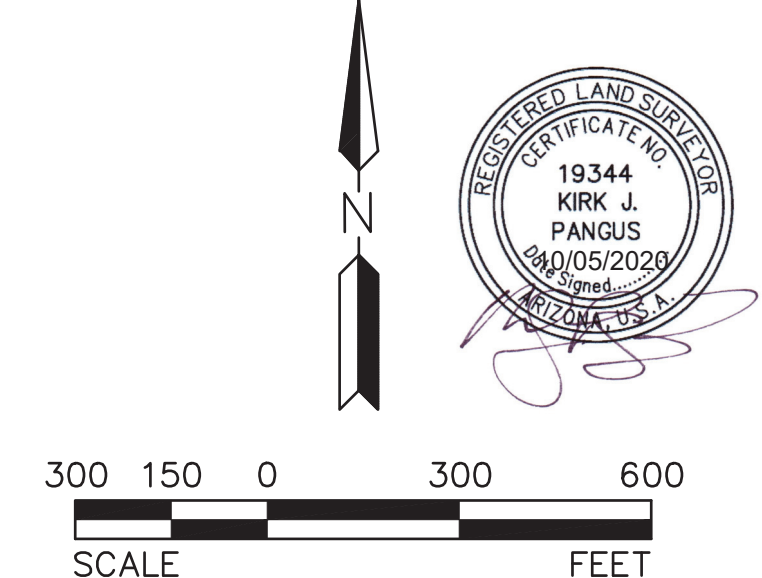


LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- - - EASEMENT LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY LINE
- - - PARCEL LINE
- R/W RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- ESMT EASEMENT
- BK BOOK
- PG PAGE
- DKT DOCKET
- DOC DOCUMENT
- ELEC ELECTRIC
- INGR INGRESS
- EGR EGRESS
- HWY HIGHWAY
- TRANS TRANSMISSION
- MISC MISCELLANEOUS
- M.C.R. MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00°06'29"E	15.96'
L3	N44°33'00"W	28.46'
L6	N00°06'02"E	277.94'
L8	N00°06'30"E	354.81'
L11	N89°58'31"E	302.37'
L12	S00°01'32"E	317.83'
L13	N89°58'28"E	525.00'
L14	S00°01'32"E	290.73'
L15	S89°23'35"E	390.02'
L16	N44°32'42"W	20.63'
L21	N00°06'30"E	421.16'
L22	S89°53'30"E	5.50'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L31	N45°25'57"E	28.12'
L34	N44°38'02"W	42.76'
L35	N89°11'36"W	201.96'
L36	N00°48'24"E	5.00'
L37	N89°11'36"W	700.68'
L63	N89°53'58"W	4.50'
L64	S89°53'58"E	10.00'
L65	S89°53'30"E	10.00'



MATCH SHEET 3

MATCH SHEET 5

© Copyright, 2020, Hilgartwilson, LLC - This document is the sole property of Hilgartwilson, LLC.

PROJ. NO.: 1680	STATUS:
DATE: JULY 2020	MUNICIPAL TRACKING NO.:
SCALE: AS SHOWN	DRAWN: DSP
APPROVED: KJP	

DWG. NO.
FP04
SHT. 4 OF 6

MATCH SHEET 4 "COPPERWING LOGISTICS CENTER"

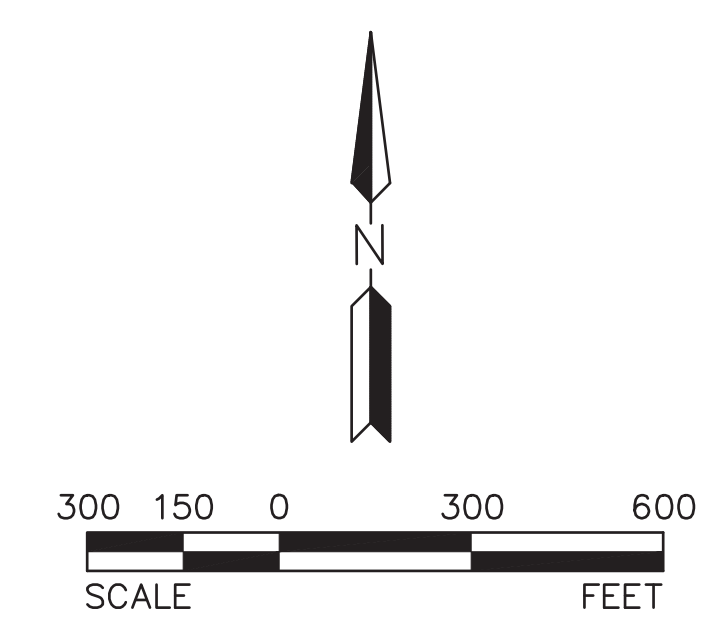
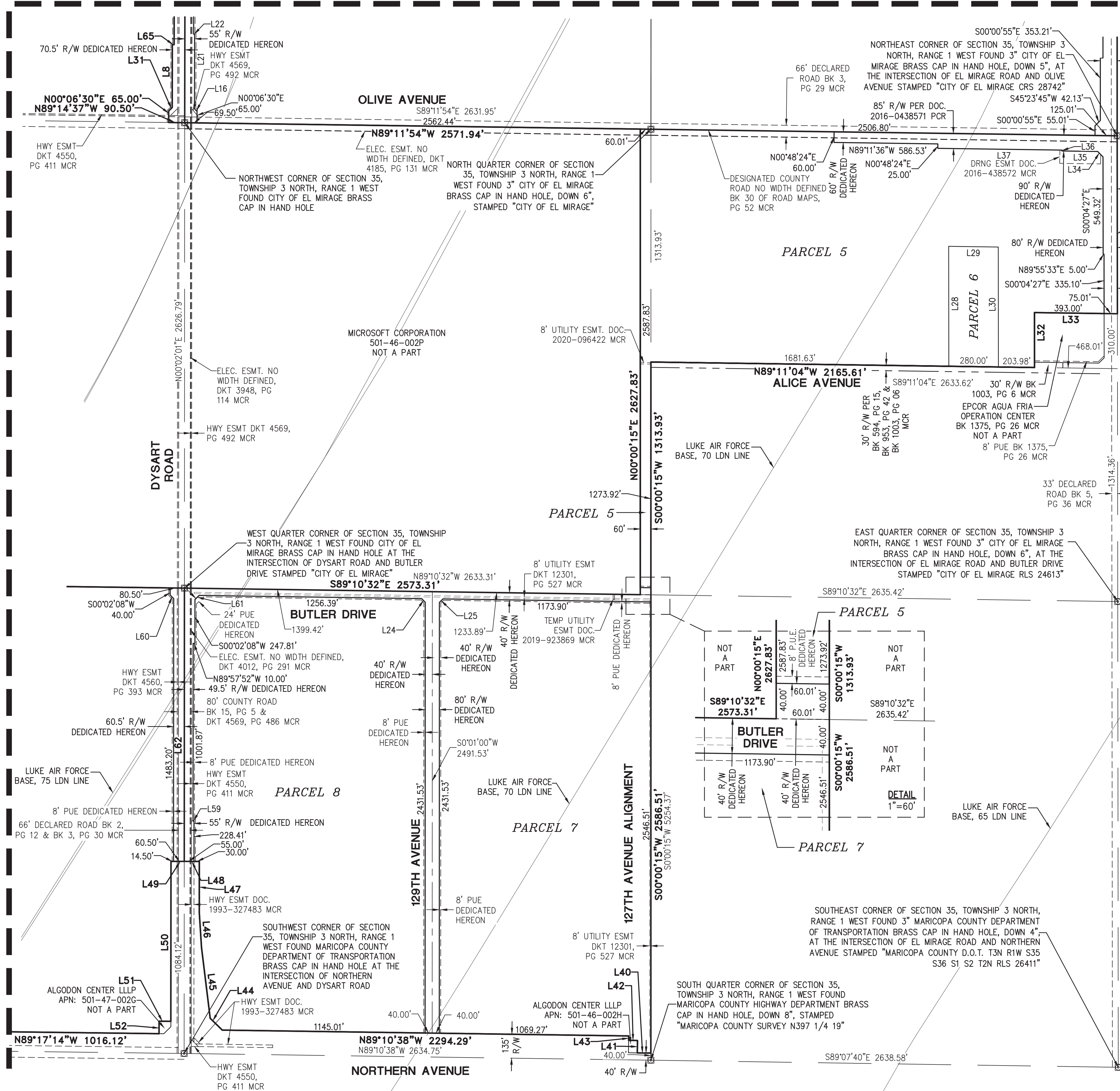
LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- - - EASEMENT LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY LINE
- - - PARCEL LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - EASEMENT
- - - BOOK
- - - PAGE
- - - DOCKET
- - - DOCUMENT
- - - ELECTRIC
- - - INGRESS
- - - EGRESS
- - - HIGHWAY
- - - TRANSMISSION
- - - MISCELLANEOUS
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- - - POINT OF BEGINNING
- - - POINT OF COMMENCEMENT

LINE NO.	DIRECTION	LENGTH
L8	N00°06'30"E	354.81'
L16	N44°32'42"W	20.63'
L21	N00°06'30"E	421.16'
L22	S89°53'30"E	5.50'
L24	N44°34'46"W	28.48'
L25	N45°25'14"E	28.08'
L28	N00°04'27"W	677.00'
L29	S89°11'04"E	280.00'
L30	S00°04'27"E	677.00'
L31	N45°25'57"E	28.12'
L32	S00°04'27"E	310.00'
L33	N89°11'04"W	468.01'
L34	N44°38'02"W	42.76'
L35	N89°11'36"W	201.96'
L36	N00°48'24"E	5.00'
L37	N89°11'36"W	700.68'
L40	N89°10'38"W	76.59'
L41	N00°52'06"E	70.00'
L42	N89°10'38"W	50.00'
L43	N00°52'06"E	25.00'

LINE NO.	DIRECTION	LENGTH
L44	N45°41'36"W	95.24'
L45	N06°59'46"W	402.86'
L46	N03°39'11"W	197.16'
L47	N00°02'08"E	289.00'
L48	N89°57'52"W	85.00'
L49	N89°57'52"W	75.00'
L50	S00°02'08"W	902.86'
L51	N89°17'14"W	66.68'
L52	S00°02'20"W	70.37'
L59	S89°57'52"E	5.50'
L60	N44°36'36"W	28.46'
L61	N45°25'46"E	33.05'
L62	N00°02'08"E	1542.45'
L65	S89°53'30"E	10.00'

MATCH SHEET 6



Copyright, 2020, Hilgartwilson, LLC - This document is the sole property of Hilgartwilson, LLC.

HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGEMENT
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016

COPPERWING LOGISTICS CENTER
SVC OF PEORIA AVE AND EL MIRAGE ROAD
EL MIRAGE, ARIZONA

MASTER PLAT

STATUS: PROJECT NO.: 1680

DATE: JULY 2020

SCALE: AS SHOWN

DRAWN: DSP

APPROVED: KJP

PROJ. NO.: 1680

DATE: JULY 2020

SCALE: AS SHOWN

DRAWN: DSP

APPROVED: KJP

DWG. NO. FP05

SHT. 5 OF 6

"COPPERWING LOGISTICS CENTER"

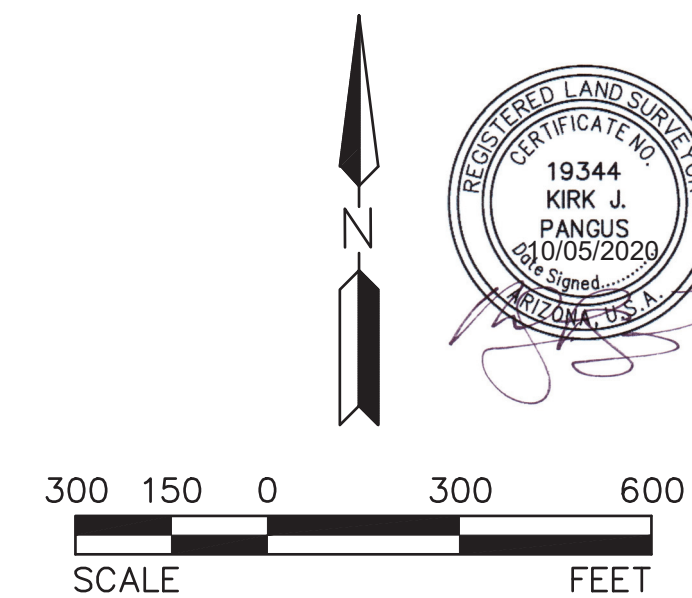
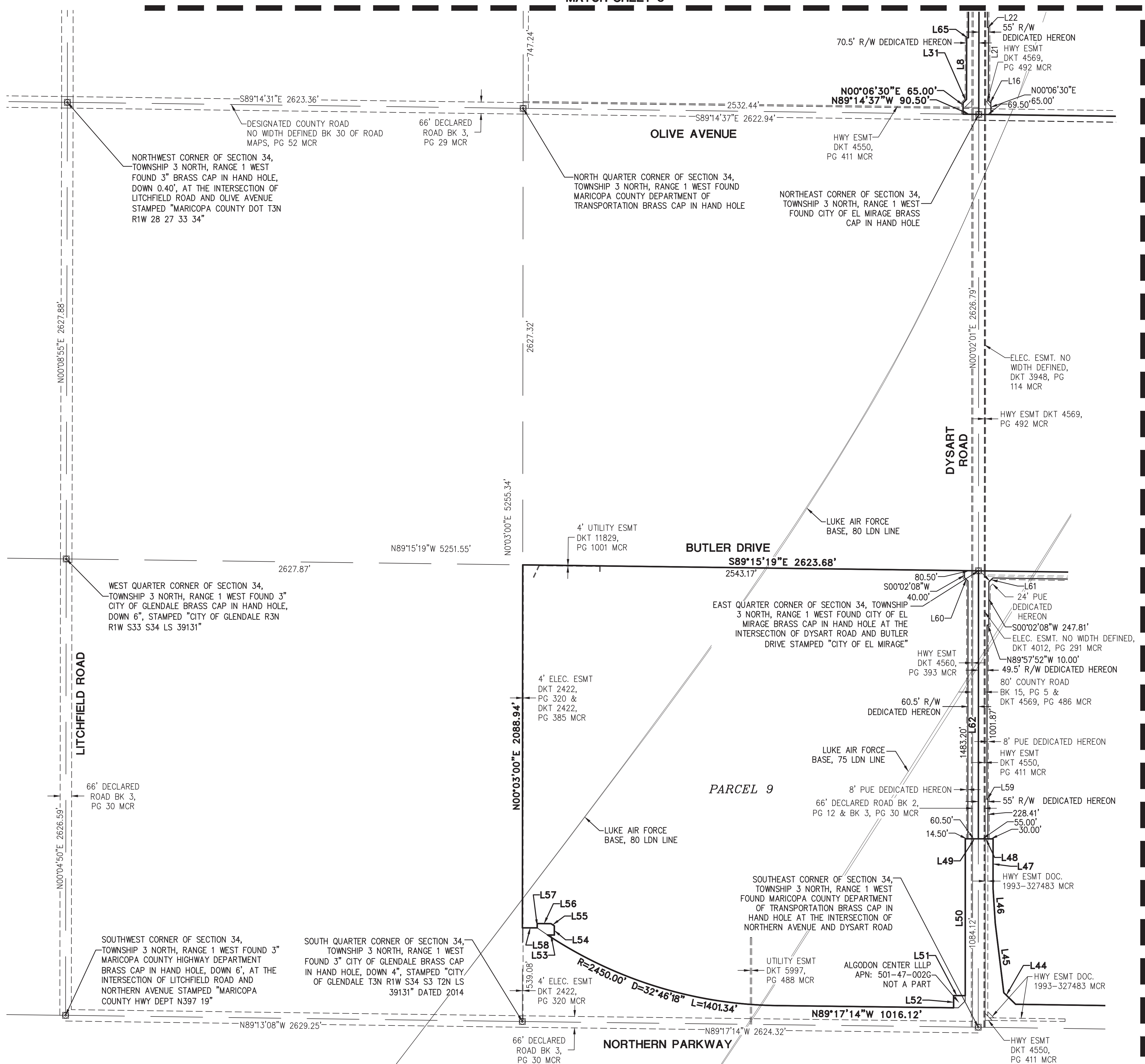
MATCH SHEET 3

LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- - - EASEMENT LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY LINE
- - - PARCEL LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - EASEMENT
- - - BOOK
- - - PAGE
- - - DOCKET
- - - DOCUMENT
- - - ELECTRIC
- - - INGRESS
- - - EGRESS
- - - HIGHWAY
- - - TRANSMISSION
- - - MISCELLANEOUS
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- - - POINT OF BEGINNING
- - - POINT OF COMMENCEMENT

LINE NO.	DIRECTION	LENGTH
L8	N00°06'30"E	354.81'
L16	N44°32'42"W	20.63'
L21	N00°06'30"E	421.16'
L22	S89°53'30"E	5.50'
L31	N45°25'57"E	28.12'
L44	N45°41'36"W	95.24'
L45	N06°59'46"W	402.86'
L46	N03°39'11"W	197.16'
L47	N00°02'08"E	289.00'
L48	N89°57'52"W	85.00'
L49	N89°57'52"W	75.00'
L50	S00°02'08"W	902.86'
L51	N89°17'14"W	66.68'
L52	S00°02'20"W	70.37'
L53	S89°17'14"E	39.07'
L54	N00°00'09"E	52.62'
L55	N56°19'52"W	22.93'
L56	N89°17'09"W	79.44'
L57	S00°42'51"W	24.98'
L58	S89°59'52"W	85.03'

LINE NO.	DIRECTION	LENGTH
L59	S89°57'52"E	5.50'
L60	N44°36'36"W	28.46'
L61	N45°25'46"E	33.05'
L62	N00°02'08"E	1542.45'
L65	S89°53'30"E	10.00'



HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGEMENT
2141 E. HIGHLAND AVE., STE. 250 | PHOENIX, AZ 85016
www.hilgartwilson.com

COPPERWING LOGISTICS CENTER
SVC OF PEORIA AVE AND EL MIRAGE ROAD
EL MIRAGE, ARIZONA
MASTER PLAT

STATUS: _____
PROJ. NO.: 1680
DATE: JULY 2020
SCALE: AS SHOWN
DRAWN: DSP
APPROVED: KJP

DWG. NO.
FP06
SHT. 6 OF 6

Parcel Map Check Report

Date: 7/27/2020 11:23:38 AM

Parcel Name: BOUNDARY - PRCL 1-4 OVERALL

Description: ***COPPERWING LOGISTICS CENTER – MASTER PLAT CLOSURES***

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 936,189.6358' East: 570,523.5086'

Segment# 1: Line

Course: N0° 06' 30"E Length: 15.02'
North: 936,204.6558' East: 570,523.5370'

Segment# 2: Line

Course: N0° 06' 02"E Length: 2,650.74'
North: 938,855.3917' East: 570,528.1891'

Segment# 3: Line

Course: S89° 13' 15"E Length: 2,626.02'
North: 938,819.6815' East: 573,153.9663'

Segment# 4: Line

Course: S89° 13' 15"E Length: 2,626.24'
North: 938,783.9683' East: 575,779.9635'

Segment# 5: Line

Course: S0° 01' 32"E Length: 1,275.00'
North: 937,508.9684' East: 575,780.5321'

Segment# 6: Line

Course: S89° 58' 28"W Length: 1,217.37'
North: 937,508.4254' East: 574,563.1623'

Segment# 7: Line

Course: S0° 01' 32"E Length: 747.16'
North: 936,761.2655' East: 574,563.4955'

Segment# 8: Line

Course: N89° 58' 31"E Length: 302.37'
North: 936,761.3960' East: 574,865.8655'

Segment# 9: Line
Course: S0° 01' 32"E Length: 317.83'
North: 936,443.5660' East: 574,866.0073'

Segment# 10: Line
Course: N89° 58' 28"E Length: 525.00'
North: 936,443.8002' East: 575,391.0072'

Segment# 11: Line
Course: S0° 01' 32"E Length: 290.73'
North: 936,153.0702' East: 575,391.1369'

Segment# 12: Line
Course: S89° 23' 35"E Length: 390.02'
North: 936,148.9387' East: 575,781.1350'

Segment# 13: Line
Course: S0° 00' 55"E Length: 2,635.07'
North: 933,513.8688' East: 575,781.8376'

Segment# 14: Line
Course: N89° 11' 36"W Length: 2,631.81'
North: 933,550.9208' East: 573,150.2885'

Segment# 15: Line
Course: N89° 11' 54"W Length: 60.01'
North: 933,551.7604' East: 573,090.2843'

Segment# 16: Line
Course: N89° 11' 54"W Length: 2,571.94'
North: 933,587.7451' East: 570,518.5961'

Segment# 17: Line
Course: N0° 06' 30"E Length: 2,501.88'
North: 936,089.6207' East: 570,523.3266'

Segment# 18: Line

Course: N0° 06' 30"E

North: 936,189.6305'

Length: 100.01'

East: 570,523.5157'

Perimeter: 23,484.22'

Error Closure: 0.0088

Error North : -0.00532

Area: 26,386,616Sq.Ft.

Course: S53° 01' 03"E

East: 0.00707

Precision 1: 2,668,661.36

Parcel Name: BOUNDARY - PRCL 5-8 OVERALL

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:932,209.0811'

East:575,111.6161'

Segment# 1: Line

Course: N89° 11' 04"W

North: 932,237.0022'

Length: 1,961.63'

East: 573,150.1849'

Segment# 2: Line

Course: S0° 00' 15"W

North: 930,923.0722'

Length: 1,313.93'

East: 573,150.0893'

Segment# 3: Line

Course: S0° 00' 15"W

North: 928,336.5622'

Length: 2,586.51'

East: 573,149.9012'

Segment# 4: Line

Course: N89° 10' 38"W

North: 928,337.6620'

Length: 76.59'

East: 573,073.3191'

Segment# 5: Line

Course: N0° 52' 06"E

North: 928,407.6540'

Length: 70.00'

East: 573,074.3799'

Segment# 6: Line

Course: N89° 10' 38"W Length: 50.00'
North: 928,408.3720' East: 573,024.3851'

Segment# 7: Line
Course: N0° 52' 06"E Length: 25.00'
North: 928,433.3691' East: 573,024.7640'

Segment# 8: Line
Course: N89° 10' 38"W Length: 2,294.29'
North: 928,466.3144' East: 570,730.7105'

Segment# 9: Line
Course: N45° 41' 36"W Length: 95.24'
North: 928,532.8394' East: 570,662.5557'

Segment# 10: Line
Course: N6° 59' 46"W Length: 402.86'
North: 928,932.6999' East: 570,613.4865'

Segment# 11: Line
Course: N3° 39' 11"W Length: 197.16'
North: 929,129.4593' East: 570,600.9246'

Segment# 12: Line
Course: N0° 02' 08"E Length: 289.01'
North: 929,418.4692' East: 570,601.1039'

Segment# 13: Line
Course: N89° 57' 52"W Length: 85.00'
North: 929,418.5220' East: 570,516.1039'

Segment# 14: Line
Course: N0° 02' 08"E Length: 1,542.44'
North: 930,960.9617' East: 570,517.0611'

Segment# 15: Line
Course: S89° 10' 32"E Length: 2,573.31'
North: 930,923.9349' East: 573,090.1047'

Segment# 16: Line
Course: N0° 00' 15"E Length: 2,627.83'
North: 933,551.7649' East: 573,090.2958'

Segment# 17: Line
Course: S89° 11' 54"E Length: 60.01'
North: 933,550.9253' East: 573,150.2999'

Segment# 18: Line
Course: S89° 11' 36"E Length: 2,631.81'
North: 933,513.8733' East: 575,781.8491'

Segment# 19: Line
Course: S0° 04' 27"E Length: 1,314.36'
North: 932,199.5144' East: 575,783.5505'

Segment# 20: Line
Course: N89° 11' 04"W Length: 308.44'
North: 932,203.9046' East: 575,475.1417'

Segment# 21: Line
Course: N0° 48' 56"E Length: 30.00'
North: 932,233.9016' East: 575,475.5687'

Segment# 22: Line
Course: S89° 11' 04"E Length: 202.97'
North: 932,231.0126' East: 575,678.5182'

Segment# 23: Line
Course: N45° 22' 25"E Length: 42.09'
North: 932,260.5800' East: 575,708.4737'

Segment# 24: Line
Course: N0° 04' 27"W Length: 250.00'
North: 932,510.5798' East: 575,708.1501'

Segment# 25: Line

Course: N89° 11' 04"W Length: 393.00'
North: 932,516.1736' East: 575,315.1899'

Segment# 26: Line
Course: S0° 04' 27"E Length: 310.00'
North: 932,206.1739' East: 575,315.5912'

Segment# 27: Line
Course: N89° 11' 04"W Length: 203.98'
North: 932,209.0772' East: 575,111.6319'

Perimeter: 21,937.49' Area: 9,970,009Sq.Ft.
Error Closure: 0.0162 Course: S76° 18' 54"E
Error North : -0.00383 East: 0.01573

Precision 1: 1,354,164.20

Parcel Name: BOUNDARY - PRCL 9 OVERALL

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:928,931.1102' East:567,977.1043'

Segment# 1: Line
Course: S0° 42' 51"W Length: 24.98'
North: 928,906.1321' East: 567,976.7929'

Segment# 2: Line
Course: S89° 59' 52"W Length: 85.03'
North: 928,906.1288' East: 567,891.7629'

Segment# 3: Line
Course: N0° 03' 00"E Length: 2,088.94'
North: 930,995.0680' East: 567,893.5859'

Segment# 4: Line
Course: S89° 15' 19"E Length: 2,623.68'
North: 930,960.9668' East: 570,517.0442'

Segment# 5: Line

Course: S0° 02' 08"W

North: 929,418.5271'

Length: 1,542.44'

East: 570,516.0871'

Segment# 6: Line

Course: S0° 02' 08"W

North: 929,418.5171'

Length: 0.01'

East: 570,516.0871'

Segment# 7: Line

Course: N89° 57' 52"W

North: 929,418.5636'

Length: 75.00'

East: 570,441.0871'

Segment# 8: Line

Course: S0° 02' 08"W

North: 928,515.7038'

Length: 902.86'

East: 570,440.5268'

Segment# 9: Line

Course: N89° 17' 14"W

North: 928,516.5333'

Length: 66.68'

East: 570,373.8520'

Segment# 10: Line

Course: S0° 02' 20"W

North: 928,446.1633'

Length: 70.37'

East: 570,373.8042'

Segment# 11: Line

Course: N89° 17' 14"W

North: 928,458.8038'

Length: 1,016.12'

East: 569,357.7628'

Segment# 12: Curve

Length: 1,401.34'

Delta: 32°46'18"

Chord: 1,382.31'

Course In: N0° 42' 53"E

RP North: 930,908.6132'

End North: 928,865.2718'

Radius: 2,450.00'

Tangent: 720.42'

Course: N72° 53' 58"W

Course Out: S33° 29' 11"W

East: 569,388.3240'

East: 568,036.5637'

Segment# 13: Line

Course: S89° 17' 14"E Length: 39.07'
North: 928,864.7857' East: 568,075.6307'

Segment# 14: Line
Course: N0° 00' 09"E Length: 52.62'
North: 928,917.4057' East: 568,075.6330'

Segment# 15: Line
Course: N56° 19' 52"W Length: 22.93'
North: 928,930.1180' East: 568,056.5494'

Segment# 16: Line
Course: N89° 17' 09"W Length: 79.44'
North: 928,931.1081' East: 567,977.1155'

Perimeter: 10,091.50' Area: 6,295,337Sq.Ft.
Error Closure: 0.0114 Course: S79° 39' 36"E
Error North : -0.00205 East: 0.01126

Precision 1: 885,220.18

Parcel Name: BOUNDARY - PROPERTY : 1000

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:933,687.3848' East:567,895.9436'

Segment# 1: Line
Course: S89° 14' 37"E Length: 2,532.49'
North: 933,653.9531' East: 570,428.2129'

Segment# 2: Line
Course: N45° 25' 57"E Length: 28.12'
North: 933,673.6863' East: 570,448.2463'

Segment# 3: Line
Course: N0° 06' 30"E Length: 354.81'
North: 934,028.4957' East: 570,448.9172'

Segment# 4: Line
Course: S89° 53' 30"E Length: 10.00'
North: 934,028.4768' East: 570,458.9172'

Segment# 5: Line
Course: N0° 06' 30"E Length: 2,061.27'
North: 936,089.7431' East: 570,462.8146'

Segment# 6: Line
Course: S89° 53' 30"E Length: 60.50'
North: 936,089.6287' East: 570,523.3144'

Segment# 7: Line
Course: S0° 06' 30"W Length: 2,501.88'
North: 933,587.7532' East: 570,518.5840'

Segment# 8: Line
Course: N89° 14' 37"W Length: 2,622.94'
North: 933,622.3788' East: 567,895.8725'

Segment# 9: Line
Course: N0° 03' 38"E Length: 65.00'
North: 933,687.3788' East: 567,895.9412'

Perimeter: 10,237.02' Area: 321,852Sq.Ft.
Error Closure: 0.0064 Course: S21° 58' 48"W
Error North : -0.00596 East: -0.00241

Precision 1: 1,599,532.81

Parcel Name: BOUNDARY - PROPERTY : 1001

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:936,189.6358' East:570,523.5086'

Segment# 1: Line

Course: N89° 47' 08"W Length: 70.50'
North: 936,189.8997' East: 570,453.0091'

Segment# 2: Line
Course: N0° 06' 29"E Length: 15.96'
North: 936,205.8596' East: 570,453.0392'

Segment# 3: Line
Course: N0° 06' 02"E Length: 277.94'
North: 936,483.7992' East: 570,453.5270'

Segment# 4: Line
Course: S89° 53' 58"E Length: 10.00'
North: 936,483.7817' East: 570,463.5270'

Segment# 5: Line
Course: N0° 06' 02"E Length: 1,754.22'
North: 938,237.9990' East: 570,466.6057'

Segment# 6: Line
Course: N89° 53' 58"W Length: 4.50'
North: 938,238.0069' East: 570,462.1057'

Segment# 7: Line
Course: N0° 06' 02"E Length: 543.28'
North: 938,781.2860' East: 570,463.0591'

Segment# 8: Line
Course: N44° 33' 00"W Length: 28.46'
North: 938,801.5677' East: 570,443.0936'

Segment# 9: Line
Course: N89° 12' 02"W Length: 2,541.96'
North: 938,837.0344' East: 567,901.3810'

Segment# 10: Line
Course: N0° 03' 38"E Length: 55.00'
North: 938,892.0343' East: 567,901.4391'

Segment# 11: Line

Course: S89° 12' 02"E

North: 938,855.3812'

Length: 2,627.00'

East: 570,528.1834'

Segment# 12: Line

Course: S0° 06' 02"W

North: 936,204.6453'

Length: 2,650.74'

East: 570,523.5313'

Segment# 13: Line

Course: S0° 06' 30"W

North: 936,189.6253'

Length: 15.02'

East: 570,523.5029'

Perimeter: 10,594.59'

Error Closure: 0.0120

Error North : -0.01053

Area: 308,127Sq.Ft.

Course: S28° 25' 40"W

East: -0.00570

Precision 1: 882,881.67





Commitment for Title Insurance

Issued by

Old Republic National Title Insurance Company

subject to conditions and
stipulations as set forth herein

Thank you for choosing

Premier Title Agency

As Your Title Company

Contact Information:

2910 E. Camelback Rd., Suite 100

Phoenix, AZ 85016

Phone: (602) 491-9660

Fax:

This page is only a part of a 2016 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.

Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

Premier Title Agency COMMITMENT

Commitment Issued By:

Order Number: A-117173
Amend (Version 1)

Premier Title Agency

2910 E. Camelback Rd., Suite 100

Phoenix, AZ 85016

Escrow Officer: Rich Newton
Phone: (602) 224-0400
Fax: (602) 794-6522
Escrow Officer Email: rnewton@ptanow.com
Email Loan Docs To:

Customer Reference:

Property Address: Copperwing Logistics Center - Master Plat, El Mirage, AZ
85335

Dated as of July 8, 2020
Title Officer: Al Briviesca
Title Officer Email: abriviesca@ptanow.com

This page is only a part of a 2016 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.

In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

This page is only a part of a 2016 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.

Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

ALTA Commitment for Title Insurance

Issued by Old Republic National 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, Old Republic National Title Insurance Company (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.


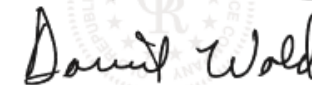
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:
Premier Title Agency
2910 E. Camelback Rd., Suite 100
Phoenix, AZ 85016
Agent ID: A02447

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Authorized Countersignature

By  President
Attest  Secretary

This page is only a part of a 2016 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.

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 the 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 the 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.

This page is only a part of a 2016 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.

(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.

(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 – Exceptions 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>.

This page is only a part of a 2016 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.

NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

This page is only a part of a 2016 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.

Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

COMMITMENT - SCHEDULE A

1. Commitment Date: July 6, 2020 at 5:00PM
2. Policy or Policies to be Issued:

2006 ALTA Extended Owners Policy

Proposed Insured: Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.*	Liability: \$0.00	Premium: \$0.00
--	-----------------------------	---------------------------

Blank Endorsement (Owners)		\$0.00
----------------------------	--	--------

Proposed Insured: None	Liability:	Premium: \$0.00
----------------------------------	------------	---------------------------

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is:
Fee

4. Title to said estate or interest covered herein is at the commitment date hereof vested in:

Jacob F. Long, as Trustee of the John F. Long Family Revocable Living Trust under Agreement dated February 26, 2008, as to Parcel Nos. 1, 2, 3 and 4 and Spicoli Farms LLC, an Arizona limited liability company, as to Parcel No. 5

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached For Legal Description

*For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This page is only a part of a 2016 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.

Exhibit "A" Legal Description

Parcel No. 1:

All of Section 26, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except therefrom the following described Parcels A, B, C, D and E:

Parcel A:

The West 12.00 feet of the East 45.00 feet of the South 800.00 feet pf.said Southeast quarter of said Section 26;

Except the South 33.00 feet.

Parcel B:

The North 22 feet of the-South 55.00 feet of the East 1350 feet of said Southeast quarter of said Section 26;

Except the East 45.00 thereof.

Parcel C:

Beginning at the Point of Intersection of the North line of the South 55.00 feet and the West line of the East 45.00 feet of said Southeast quarter of said Section 26;

Thence West 25.00 feet along said North line of the South 55.00 feet to a point;

Thence in a Northeasterly direction to a point on said West line of the East 45.00 feet that is 25.00 feet North from said Point of Intersection;

Thence South 25.00 feet to the Point of Intersection.

Parcel D:

The North 22.00 feet of the South 55.00 feet of the West 800.00 feet of said Southwest quarter of said Section 26;
and

Parcel E:

The East 15 feet of the West 55 feet of the South 500 feet of said Southwest quarter of said Section 26; and

This page is only a part of a 2016 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.

Except that property conveyed to Maricopa County by Special Warranty Deed recorded in [Document No. 93-001466](#); and

Except that property conveyed to the City of El Mirage by Memorandum of Gift recorded in Document No. 2015-683037, and thereafter re-recorded in Document No. 2015-732619, and thereafter re-recorded in [Document No. 2016-081016](#); and

Except that property conveyed to the City of El Mirage by Special Warranty Deed recorded in Document No. 2015-683051, and thereafter re-recorded in Document No. 2015-732618, and thereafter re-recorded in [Document No. 2016-081015](#); and

Except that property conveyed to the City of El Mirage by Special Warranty Deed recorded in [Document No. 2016-104746](#); and

Except that property conveyed to the City of El Mirage by Memorandum of Gift recorded in [Document No. 2016-104747](#); and

Except that property conveyed to Maricopa County by Special Warranty Deed recorded in [Document No. 2016-438575](#); and

Except that portion lying within Final Plat of Gateway Center, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona recorded in [Book 1139 of Maps, Page 26](#).

Parcel No. 2:

The Southeast quarter of Section 34, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except Parcels A, B and C, described as follows:

Parcel A:

The West 15.00 feet of the East 55.00 feet of the South 550.00 feet of said Southeast quarter;

Except the South 40.00 feet thereof.

Parcel B:

The North 15 feet of the South 55 feet of the East 1100.00 feet of said Southeast quarter;

Except the East 55 feet thereof.

Parcel C:

Beginning at the Point of Intersection of the North line of the South 55.00 feet and the West line of the East 55.00 feet of said Section 34;

Thence Westerly 35.00 feet along said North line of the South 55.00 feet to a point;

This page is only a part of a 2016 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.

Thence in a Northeasterly direction to a point on said West line of the East 55.00 feet that is 35.00 feet North from said Point of Intersection;

Thence Southerly to the Point of Intersection; and

Except that portion conveyed to Maricopa County by Special Warranty Deed recorded in [Document No. 93-327480](#); and

Except that portion conveyed to Maricopa County by Special Warranty Deed recorded in Document No. 2011-244831, and thereafter re-recorded in Document No. 2011-400892, and thereafter re-recorded in [Document No. 2014-753986](#); and

Except that portion conveyed to Maricopa County by Special Warranty Deed recorded in [Document No. 2013-1054934](#); and

Except that portion conveyed to Algodon Center LLLP, an Arizona limited liability partnership by Special Warranty Deed recorded in [Document No. 2018-421774](#); and

Except that portion conveyed to Algodon Center LLLP, an Arizona limited liability partnership by Special Warranty Deed recorded in [Document No. 2019-562428](#).

Parcel No. 3:

The North half of Section 35, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the South half of the Northeast quarter of Section 35, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the following described property:

Seven Parcels of land lying within the North half of Section 35, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said Parcels are described as Parcels A through H:

Parcel A:

The West 12.00 feet of the East 45.00 feet of the North 745.00 feet of said Northeast quarter of said Section 35;

Except the North 55.00 feet thereof.

Parcel B:

The South 22 feet of the North 55.00 feet of the East 652.00 feet of said Northeast quarter of said Section 35;

Except the East 33.00 feet thereof.

Parcel C:

Beginning at the Point of Intersection of the South line of the North 55.00 feet and the West line of the East 45.00 feet of said Northeast quarter of said Section 35;

Thence West 12.00 feet along said South line of the North 55.00 feet to a point;

Thence in a Southeasterly direction to a point on said West line of the East 45.00 feet that is 13.00 feet South from said Point of Intersection;

Thence North 13.00 feet to the Point of Intersection.

Parcel D:

The South 22.00 feet of the North 55.00 feet of the East 210.00 feet of the West 250.00 feet of the Northwest quarter of Section 35, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel E:

The East 15.00 feet of the West 55.00 feet of the South 345.00 feet of the North 400.00 feet of the Northwest quarter of Section 35, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel F:

Beginning at the Southeast corner of the North 55.00 feet of the West 55.00 feet of the Northwest quarter of Section 35, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence Southerly parallel with the West line of said Northwest quarter, a distance of 10.00 feet;

Thence Northeasterly to the Southeast corner of the North 55.00 feet of the West 65.00 feet of the Northwest quarter;

thence Westerly parallel with the North line of said Northwest quarter, a distance of 10.00 feet to the Point of Beginning.

Parcel G:

That certain property conveyed to Epcor Water Arizona, Inc., an Arizona corporation by Special Warranty Deed recorded in [Document No. 2017-435815](#).

Parcel H:

That certain property conveyed to Spicoli Farms LLC, an Arizona limited liability company by Special Warranty Deed recorded in [Document No. 2018-275913](#).

Parcel No. 4:

The Southwest quarter of Section 35, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

This page is only a part of a 2016 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.

Except Parcels A, B, C, and D, described as follows:

Parcel A:

The East 15.00 feet of the West 55.00 feet of the said Southwest quarter of the Southwest quarter;

Except the South 33.00 feet thereof;

Parcel B:

The North 15.00 feet of the South 55.00 feet of the West 500.00 feet of said Southwest quarter of the Southwest quarter;

Except the West 55.00 feet thereof;

Parcel C:

Beginning at the Point of Intersection of the North line of the South 55.00 feet and the East line of the West 55.00 feet of said Section 35;

Thence Northerly 35.00 feet along said East line of the West 55.00 feet to a point;

Thence in a Southeasterly direction to a point on said North line of the South 55.00 feet that is 35.00 feet East from said Point of Intersection;

Thence Westerly to the Point of Intersection.

Parcel D:

That certain property conveyed to Algodon Center LLLP, an Arizona limited liability partnership by Special Warranty Deed recorded in [Document No. 2018-421774](#); and

Except from the above Parcel Nos. 3 and 4 those portions previously conveyed to Maricopa County in Special Warranty Deeds recorded in [Document Nos. 93-001465](#); [93-001467](#); [93-327482](#); [2013-1054932](#) and [2016-438571](#).

Parcel No. 5:

A parcel of land being situated within the North half of the Northeast Quarter of Section 35, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found 3 inch brass cap in hand hole accepted as the Northeast corner of said Section 35 from which a found 3 inch brass cap in hand hole accepted as the East Quarter corner of said Section 35 thereof bears South 00 degrees 04 minutes 27 seconds East, 2,628.73 feet;

Thence South 00 degrees 04 minutes 27 seconds East, 1,314.36 feet along the East line of the Northeast Quarter of said Section 35 to a point on the South line of the North Half of the Northeast Quarter of said Section 35;

This page is only a part of a 2016 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.

Thence leaving said East line, North 89 degrees 11 minutes 04 seconds West, 671.98 along said South line to the Point of Beginning;

Thence continuing along said South line, North 89 degrees 11 minutes 04 seconds West, 280.00 feet;

Thence leaving said South line, North 00 degrees 04 minutes 27 seconds West, 677.00 feet;

Thence South 89 degrees 11 minutes 04 seconds East, 280.00 feet;

Thence South 00 degrees 04 minutes 27 seconds East, 677.00 feet to the Point of Beginning.

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 Record.
5. USUAL PRELIMINARY INSPECTION report by an employee of the Company. THE RIGHT IS RESERVED to make additional requirements or exceptions upon examination.
6. 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 2016 Minimum Standard Detail requirements for ALTA/NSPS 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 (To Be Set Forth on Survey)."
Additionally, the Certification must include certification to "Premier Title Agency and its Underwriter, Old Republic National Title Insurance Company."
NOTE RE ZONING: Should Zoning coverage be requested the following will additionally be REQUIRED: Survey must include Items 7(a), 7(b)(i) and 7(c) of Table A, and the type and number of parking spaces must be included:
FURNISH the Company with a Letter or Certificate from the local zoning authority stating:
A) Zoning classification and vesting date of the land.
B) Permitted uses under that classification.
C) Improvements on land constitute a permitted use
D) No notice of violation has been issued
THE RIGHT IS RESERVED to make additional exceptions or requirements upon examination of the required items
7. We find no open Deed of Trust, Mortgage or other security instrument of record. The escrow/closing agent is requested to make inquiry of the lender and borrower regarding any existing loan that may not have been found in the title search. For example, a review of the loan application and credit report may disclose additional information. Please advise the title department of the results of the inquiry at least ten days prior to closing.

This page is only a part of a 2016 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.

8. FURNISH properly executed Owner's Affidavit, executed by the Seller/Borrower for the benefit of Premier Title Agency itemizing all Leases, identifying Lessee, date of Lease, terms and any options to renew and 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.
9. APPROVAL by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.

PLEASE NOTE: SOME COVERAGE, INCLUDING MECHANIC'S LIEN, CERTAIN ENDORSEMENTS, ETC., MAY REQUIRE ADDITIONAL TIME TO OBTAIN APPROVAL. NOTIFY US ABOUT ANY REQUESTED ADDITIONAL COVERAGE AS SOON AS POSSIBLE TO AVOID DELAYS.

10. RECORD Deed from Jacob F. Long, as Trustee of the John F. Long Family Revocable Living Trust under Agreement dated February 26, 2008, as to Parcel Nos. 1, 2, 3 and 4 and Spicoli Farms LLC, an Arizona limited liability company, as to Parcel No. 5 to the parties to be insured herein.

COMPLIANCE with A.R.S. 11-1133, which states that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording. Pursuant to A.R.S. 1134 A & B, the affidavit and fee required by this article may not apply to certain deeds and/or transfers of title. If a document is exempt, the Exemption Code must appear on the face of the document.

NOTE: This Company has on file a copy of the Operating Agreement of Spicoli Farms LLC, an Arizona limited liability company authorizing the entity and person(s) listed below (with Member/Manager designation), to execute and deliver all instruments required to consummate this transaction:

Entity: Dave's Not Here, LLC, an Arizona limited liability company, its Manager
By: Jacob F. Long, as (Title): its Manager

11. THE RIGHT IS RESERVED to make additional exceptions or requirements upon submission of the exact legal description to be insured herein.
12. THE RIGHT IS RESERVED to make additional exceptions or requirements upon submission of the name of the proposed insured.
13. THE RIGHT IS RESERVED by the Company to make additional exceptions and/or requirements should additional information be provided that changes or modifies the proposed transaction beyond the scope of that defined by Schedule A of this Commitment for Title Insurance.

TAX NOTE: See Attached [Tax Sheet\(s\)](#) for Complete Tax Information. ([Maps](#))

NOTE: Current Vested Owner(s) for Parcel Nos. 1, 2, 3 and 4 acquired title by Special Warranty Deed, recorded February 26, 2008, in [Document No. 2008-167192](#).

NOTE: Current Vested Owner(s) for Parcel No. 5 acquired title by Special Warranty Deed, recorded April 12, 2018, in [Document No. 2018-275913](#).

This page is only a part of a 2016 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.

NOTE: Arizona Revised Statutes Section 6-483 regulates the disbursement of funds by escrow agents. Funds received by Premier Title Agency via wire transfer may be disbursed upon receipt. Other types of payments may delay closing of your transaction. You should contact your escrow officer directly to obtain wiring instructions.

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 ½ inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any document 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.

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

This page is only a part of a 2016 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.

SCHEDULE B - Part II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, 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:

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. Reservations or exceptions in Patent or in Acts authorizing the issuance thereof.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2020.
5. Right of Way for road as shown on Map recorded in [Book 2 of Road Maps, Page 12](#).
6. Right of Way for road as shown on Map recorded in [Book 3 of Road Maps, Page 29](#).
7. Right of Way for road as shown on Map recorded in [Book 3 of Road Maps, Page 30](#).
8. Right of Way for road as shown on Map recorded in [Book 5 of Road Maps, Page 36](#).
9. Right of Way for road as shown on Map recorded in [Book 15 of Road Maps, Page 5](#).
10. Right of Way for road as shown on Map recorded in [Book 30 of Road Maps, Page 52](#).
11. Easements, restrictions, reservations, conditions, set back lines and all other matters as set forth on the plat of Map of Dedication, recorded in [Book 1243 of Maps, Page 13](#), and thereafter Amendment recorded in [Book 1259 of Maps, Page 34](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
12. Easement for ingress, egress and power line and rights incident thereto, as set forth in instrument recorded in [Book 167 of Deeds, Page 318](#).
13. Terms, restrictions, covenants, conditions, liabilities and obligations contained in an instrument entitled Reservation of Pump and Water Rights, recorded June 25, 1953, in [Docket 1159, Page 270](#).
14. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in [Docket 2422, Page 320](#).

This page is only a part of a 2016 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.

15. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in [Docket 2422, Page 321](#).
16. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in [Docket 2422, Page 385](#).
17. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in [Docket 3948, Page 114](#).
18. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in [Docket 4012, Page 291](#).
19. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in [Docket 4185, Page 131](#).
20. Easement for highway and rights incident thereto, as set forth in instrument recorded in [Docket 4550, Page 411](#).
21. Easement for highway and rights incident thereto, as set forth in instrument recorded in [Docket 4560, Page 393](#).
22. A Resolution by the Board of Supervisors of Maricopa County, Arizona recorded in [Docket 4569, Page 486](#), purporting to establish a county roadway.
23. Easement for highway and rights incident thereto, as set forth in instrument recorded in [Docket 4569, Page 492](#).
24. Easement for utilities and rights incident thereto, as set forth in instrument recorded in [Docket 5997, Page 488](#).
25. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in [Docket 7184, Page 644](#).
26. Easement for utilities and rights incident thereto, as set forth in instrument recorded in [Docket 11829, Page 1001](#).
27. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in [Docket 12175, Page 38](#).
28. Easement for utilities and rights incident thereto, as set forth in instrument recorded in [Docket 12301, Page 527](#).
29. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in [Document No. 86-461089](#).
30. Unrecorded Easement and Agreement for Highway purposes and rights incident thereto, as disclosed by instrument recorded in [Document No. 93-327483](#).
31. Easement for utilities and rights incident thereto, as set forth in instrument recorded in [Document No. 99-440245](#).
32. The fact that the subject property may be subject to increased noise and accident potential as disclosed by instrument recorded in [Document No. 2001-743413](#), disclosing the location of a military airport.

This page is only a part of a 2016 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.

33. Easement for utilities and rights incident thereto, as set forth in instrument recorded in [Document No. 2008-159215](#).
34. Easement for public roadway and rights incident thereto, as set forth in instrument recorded in [Document No. 2008-954061](#).
35. A Resolution by the Board of Supervisors of Maricopa County, Arizona approving of the annexation of right of way by the City of El Mirage recorded in [Document No. 2008-1036613](#).
36. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in [Document No. 2010-786040](#).
37. A Resolution by the Board of Supervisors of Maricopa County, Arizona recorded in [Document No. 2011-739445](#) and in [Document No. 2012-903016](#) purporting to establish a county roadway.
38. A Resolution by the Board of Supervisors of Maricopa County, Arizona recorded in [Document No. 2012-903016](#), purporting to establish a county roadway.
39. Right of Way for road as shown on Map recorded in [Document No. 2013-005073](#).
40. Resolution FCD 2007R002A by the Maricopa Flood Control District establishing the Northern Parkway Drainage Improvement District Phase II as disclosed by instrument recorded in [Document No. 2015-700996](#).
41. Easement for drainage and rights incident thereto, as set forth in instrument recorded in [Document No. 2016-438572](#).
42. Easement for drainage and rights incident thereto, as set forth in instrument recorded in [Document No. 2016-438576](#).
43. Terms, restrictions, covenants, conditions, liabilities and obligations contained in an instrument entitled Access Easement, recorded June 1, 2018, in [Document No. 2018-421775](#).
44. [ITEM AMENDED] Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in [Document No. 2019-310970](#), and thereafter First Amendment recorded in Document No. 2020-416271.
45. Easement for temporary utilities and rights incident thereto, as set forth in instrument recorded in [Document No. 2019-923869](#).
46. Easement for utilities and rights incident thereto, as set forth in instrument recorded in [Document No. 2020-096422](#).
47. [NEW ITEM] Terms, restrictions, covenants, conditions, liabilities and obligations contained in an instrument entitled Development Agreements, recorded May 20, 2020, in [Document No. 2020-433497](#); and recorded on May 21, 2020 in [Document No. 2020-436862](#) and recorded May 28, 2020 in [Document No. 2020-456629](#).

This page is only a part of a 2016 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.

48. Any rights of the parties in possession of said land, based on an unrecorded agreement, contract or lease, that may be disclosed by inspection and investigation.

This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before issuing any policy of title insurance.



MOTHER LODE HOLDING COMPANY

**Placer Title Co., Montana Title and Escrow, National Closing Solutions,
National Closing Solutions of Alabama, National Closing Solutions of Maryland,
North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings,
Premier Title Agency, Texas National Title, Western Auxiliary Corp., Wyoming Title and Escrow**

NOTICE AT COLLECTION AND PRIVACY POLICY

updated December 20, 2019, effective January 1, 2020

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifiers, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; and (J) Geolocation information (with consent when using our mobile applications).

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-J); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); and Auditing and complying with legal and other similar requirements (A-I).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information by our tracking technologies allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We do not sell personal information about consumers and have not sold information about consumers in the last 12 months.

7. Minors

We do not collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

1. Requests Under the California Consumer Privacy Act ("CCPA")

Effective January 1, 2020, California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations.

We do not discriminate against consumers for exercising rights under the CCPA or other laws.

2. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request via our Internet website at <https://www.placertitle.com>; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings

Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
--------------	--

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don’t share
For joint marketing with other financial companies	No	We don’t share
For our affiliates’ everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes – information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For non-affiliates to market to you	No	We don’t share

Questions	Go to www.oldrepublictitle.com (<i>Contact Us</i>)
------------------	--

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver’s license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can’t I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates’ everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See the “Other important information” section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from your or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				