

PERMIT/PLAN REVIEW APPLICATION



CITY OF EL MIRAGE

**Building, Engineering,
Fire, Planning**
13601 N. El Mirage Rd.
El Mirage, AZ 85335
Phone (623) 583-7968
Fax (623) 583-8257

OFFICIAL USE ONLY

Permit No.:

Plan Review Fee/Deposit: (if applicable)

Total Permit Fees: (Balance due)

PROJECT ADDRESS:

Submittal Date:

PROJECT NAME:

Lot or Suite:

Subdivision Name:

APN#

Valuation:

Description of Work:

TYPE OF PERMIT:

COMMERCIAL BLDG
 RESIDENTIAL
 ENGINEERING
 FIRE ALARM/SPRINKLER
 TENANT IMPROVEMENT
 ADDITION/PATIO
 SIGN
 OTHER: _____

APPLICANT/CONTACT:

Phone:

Address:

e-mail:

City:

State

Zip code

OWNER:

Phone:

Mailing Address:

e-mail:

City:

State:

Zip Code:

CONTRACTOR:

Phone:

Address:

e-mail:

City:

State:

Zip Code:

El Mirage Business License #

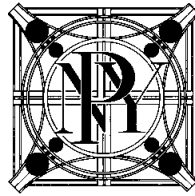
AZ Tax ID #

ROC #

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

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

Owner/Applicant _____ Date _____
"quality community development through quality customer service"



The
**Phoenix - New York
Company**

October 5, 2020

Re: **Project Narrative Southwest Concrete Equipment Yard
8686 North El Mirage Road**

This project consists of the development of the two lots at the southwest corner of El Mirage Road and West Alice Ave. A.P.N. numbers 501-46-831A and 501-46-830, an area of 72,538 square feet (1.66 acres) for use as an equipment yard for Southwest Concrete which has an existing facility adjacent to this project at 12312 West Alice Ave. It is the expectation that the two lots shall be combined into one large lot and the existing twelve foot water utility easement be removed at the west side of the property and that runs diagonally across the two lots.

This equipment yard will be used for the storage of Southwest Concretes' various construction equipment and vehicles and will be improved in accordance with the City of El Mirage development standards for this type of occupancy. There will be approximately ten (10) pickup trucks and two (2) tractor trailer trucks parked on the site in addition to other stored materials.

The yard will be paved with a dustproof surface to mitigate airborne particulates caused by the movement of the vehicles and equipment around the property. A six-foot high masonry screen wall will be constructed on the north, south and west property lines to screen activities within the property from view from the public right of ways and the adjacent property to the south. This screen wall shall be constructed to match the character of the existing masonry screen wall located at the Southwest Concrete facility.

Security lighting shall be provided on the site which will comply with the City of El Mirage standards for exterior lighting. This lighting will be powered from an electrical service to be provided to the site from the utility transformers located at the north west corner of the site.

Right-of-way landscaping and public sidewalks will be provided per the City of El Mirage Development standards. There will be no on-site landscaping within the screen walled area of the property itself due to the use of the site.

Irrigation water shall be supplied from one of three existing water meters on El Mirage Road located approximately 1100 feet south of the intersection of El Mirage and Alice Ave.

There will be a manual access gate with Knox Box located on the north end of the property that will allow direct access to West Alice Ave. This access will reduce the on-site driving and therefore ambient noise and particulates. This gate shall be located as far to the west as allowable to the proximity to the existing APS underground electrical vault located at the north west corner of the site.

The existing screen wall along the west property line of the Southwest Concrete facility will be partially removed to provide open access from the existing facility to the new equipment yard.

The proposed site will be graded to provide proper drainage in accordance with the City of El Mirage Engineering Department standards. The site shall retain its own flow of storm water and only take overflow discharge from the existing retention basin at the south end of the existing Southwest Concrete site.

FINAL PLAT FOR "SOUTHWEST CONCRETE AND PAVING EQUIPMENT YARD"

A REPLAT OF LOTS 1 AND 2, OF "EL MIRAGE INVESTORS", AS RECORDED IN BOOK 953 OF MAPS, PAGE 42, MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA, BEING A PORTION 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

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

KNOW ALL MEN BY THESE PRESENTS: SOUTHWEST CONCRETE PAVING CO., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "SOUTHWEST CONCRETE AND PAVING EQUIPMENT YARD", A SUBDIVISION BEING A REPLAT OF LOTS 1 AND 2, OF "EL MIRAGE INVESTORS", AS RECORDED IN BOOK 953 OF MAPS, PAGE 42, MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA, BEING A PORTION 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, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS THE PLAT FOR "SOUTHWEST CONCRETE AND PAVING EQUIPMENT YARD", 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. SOUTHWEST CONCRETE PAVING CO., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE LOTS, STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

ALL WATER, SANITARY SEWER AND STORM DRAIN WITHIN THE PROPERTY ARE PRIVATE UNLESS NOTED OTHERWISE. THE SOUTHWEST CONCRETE PAVING CO., AN ARIZONA CORPORATION, AS OWNER, IS RESPONSIBLE FOR THE MAINTENANCE OF THESE PRIVATE UTILITY MAINS, SERVICES AND RELATED APPURTENANCES.

SOUTHWEST CONCRETE PAVING CO., AN ARIZONA CORPORATION, AS OWNER, DO HEREBY GRANT AND ASSIGN A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF PUBLIC UTILITIES OVER, UNDER, AND ACROSS THE EASEMENT AREA DESIGNATED ON THE FINAL PLAT. THE SAID EASEMENTS ALSO INCLUDE THE RIGHT FOR PUBLIC UTILITY COMPANIES TO CUT BACK AND TRIM SUCH PORTION OF BRANCHES AND TOPS OF TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE DESIGNATED EASEMENT AREA, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH EFFICIENT MAINTENANCE AND OPERATION OF SAID UTILITIES.

IN CASES INVOLVING VACATION OF PUBLIC OR PRIVATE STREETS OR PUBLIC WAYS, EASEMENTS OR GROUNDS, A NOTARIZED CERTIFICATION OF ALL PARTIES HAVING ANY TITLED INTEREST IN, OR LIEN UPON, THE LAND OR OTHER PERTINENT INTEREST, CONSENTING TO THE VACATION SHALL BE PROVIDED.

SOUTHWEST CONCRETE PAVING CO., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER HEREBY CERTIFIES THE FOLLOWING:

- THE RULES ESTABLISHED BY THE MARICOPA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES RELATING TO THE PROVISION OF DOMESTIC WATER SUPPLY AND SANITARY SEWER DISPOSAL HAVE BEEN FOLLOWED AS APPLICABLE.
- THAT THE REQUIREMENTS OF THE EL MIRAGE ZONING ORDINANCE AND THE CITY OF EL MIRAGE DESIGN & DEVELOPMENT STANDARD MANUAL HAVE BEEN ADDRESSED AND FOLLOWED AS APPLICABLE.
- IN CASES INVOLVING VACATION OF PUBLIC OR PRIVATE STREETS OR PUBLIC WAYS, EASEMENTS OR GROUNDS, A NOTARIZED CERTIFICATION OF ALL PARTIES HAVING ANY TITLED INTEREST IN, OR LIEN UPON, THE LAND OR OTHER PERTINENT INTEREST, CONSENTING TO THE VACATION SHALL BE PROVIDED.

IN WITNESS WHEREOF, SOUTHWEST CONCRETE PAVING CO., AN ARIZONA CORPORATION, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____ ITS _____, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2021.

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

BEFORE ME THIS _____ DAY OF _____, 2021, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF SOUTHWEST CONCRETE PAVING CO., AN ARIZONA CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

CITY NOTES

- 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.
- 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 THE STREET IMPROVEMENTS.
- MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- 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.
- 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.
- THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
- THIS SUBDIVISION IS LOCATED INSIDE THE LUKE AIR FORCE BASE 65 LDN NOISE CONTOUR ZONE.
- THE PROPERTY IS LOCATED IN THE VICINITY OF THE DESIGNATED TRUCK ROUTE. EL MIRAGE ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF EL MIRAGE.
- THIS PROPERTY IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
- 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.
- ALL LANDSCAPING AND IRRIGATION INSTALLED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE PROPERTY OWNER.

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2021, BY THE CITY ENGINEER OF EL MIRAGE, ARIZONA.

CITY ENGINEER _____

THE FINAL PLAT REVIEWED AND APPROVED BY THE CITY OF EL MIRAGE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2021.

PLANNING AND ZONING COMMISSION CHAIRPERSON _____

PLANNING DIRECTOR _____

APPROVED BY THE CITY COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, THIS _____ DAY OF _____, 2021.

MAYOR _____

ATTEST: _____

CITY CLERK _____

SURVEYORS NOTES

- ALL TITLE INFORMATION AND THE EASEMENTS SHOWN ARE BASED ON A 1ST AMENDED COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 133775EW, DATED FEBRUARY 23, 2021.
- THE BASIS OF BEARING IS THE MONUMENT LINE OF EL MIRAGE ROAD, ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 35, USING A BEARING OF NORTH 00 DEGREES 24 MINUTES 50 SECONDS WEST, PER THE MAP OF DEDICATION FOR MAVERICK MASONRY, RECORDED IN BOOK 1003 OF MAPS, PAGE 6, RECORDS OF MARICOPA COUNTY, ARIZONA.

RESULTANT DESCRIPTION

LOT 1 AND THAT PORTION OF LOT 2, EL MIRAGE INVESTMENTS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 953 OF MAPS, PAGE 42, LYING WITHIN A PORTION 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE STAMPED "2018 RLS 36171" MARKING THE EAST QUARTER CORNER OF SAID SECTION 35, FROM WHICH A 3-INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE STAMPED "2018 RLS 36171" MARKING THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 24 MINUTES 50 SECONDS WEST 2,628.66 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 50 SECONDS WEST 881.30 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 31 MINUTES 21 SECONDS WEST 65.01 FEET ALONG SAID EASTERLY EXTENSION TO A 1/2 INCH TAGGED REBAR STAMPED "33308" MARKING THE SOUTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 31 MINUTES 21 SECONDS WEST 187.36 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "GOETZ 31020" MARKING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 28 MINUTES 23 SECONDS EAST 402.96 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "KLEIN 42137" MARKING THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 32 MINUTES 00 SECONDS EAST 146.13 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO A NAIL IN WASHER STAMPED "KLEIN 42137"; THENCE SOUTH 44 DEGREES 58 MINUTES 25 SECONDS EAST 42.75 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "KLEIN 42137" ON THE WEST LINE OF THE EAST 70.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 24 MINUTES 50 SECONDS EAST 178.58 FEET ALONG SAID WEST LINE TO A 1/2 INCH CAPPED REBAR STAMPED "KLEIN 42137" ON THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 34 MINUTES 37 SECONDS EAST 5.00 FEET TO A 1/2 INCH TAGGED REBAR STAMPED "33308" MARKING THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 24 MINUTES 50 SECONDS EAST 194.53 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

REFERENCES

GENERAL LAND OFFICE RECORDS ON FILE WITH THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

FINAL PLAT OF "EL MIRAGE INVESTORS" RECORDED IN BOOK 953 OF MAPS, PAGE 42, MARICOPA COUNTY RECORDS

FINAL PLAT OF "EL MIRAGE INVESTORS" RECORDED IN BOOK 1375 OF MAPS, PAGE 26, MARICOPA COUNTY RECORDS

WARRANTY DEED IN 2019-0690510, MARICOPA COUNTY RECORDS

SPECIAL WARRANTY DEED IN 2019-0008380, MARICOPA COUNTY RECORDS

WARRANTY DEED IN 2013-0810053, MARICOPA COUNTY RECORDS

SPECIAL WARRANTY DEED IN 2000-0992684, MARICOPA COUNTY RECORDS

RESULTS OF SURVEY IN BOOK 888 OF MAPS, PAGE 43, MARICOPA COUNTY RECORDS

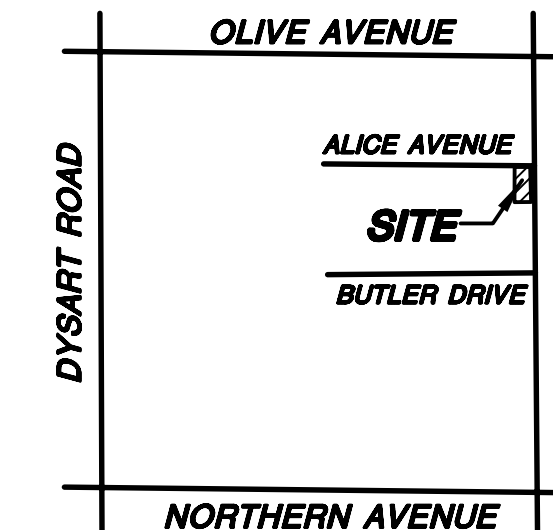
RECORD OF SURVEY IN BOOK 1092 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS

RECORD OF SURVEY IN BOOK 1148 OF MAPS, PAGE 31, MARICOPA COUNTY RECORDS

RECORD OF SURVEY IN BOOK 1324 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS

RECORD OF SURVEY IN BOOK 1352 OF MAPS, PAGE 14, MARICOPA COUNTY RECORDS

RECORD OF SURVEY IN BOOK 1487 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS



VICINITY MAP

NOT TO SCALE

SURVEYOR

SUPERIOR SURVEYING SERVICES INC.
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, ARIZONA 85027
(623) 869-0223

OWNER

SOUTHWEST CONCRETE PAVING CO.
12313 W. ALICE AVENUE
EL MIRAGE, AZ 85335

CERTIFICATION OF ABANDONMENT

SOUTHWEST CONCRETE PAVING CO., AN ARIZONA CORPORATION, AND THE CITY OF EL MIRAGE, A MUNICIPAL CORPORATION, DO HEREBY CONSENT TO THE ABANDONMENT OF A SHARED ACCESS EASEMENT, PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT AND WATER EASEMENT, AS SHOWN HEREON.

SOUTHWEST CONCRETE PAVING CO., AN ARIZONA CORPORATION,

THE SIGNATURE OF _____ ITS _____ THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 20____.

THE CITY OF EL MIRAGE, A MUNICIPAL CORPORATION,

THE SIGNATURE OF _____ ITS _____ THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 20____.

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 AUGUST 2021; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DAVID S. KLEIN
R.L.S. 42137
AUGUST 24, 2021
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027
623-869-0223



FINAL PLAT FOR
"SOUTHWEST CONCRETE AND PAVING EQUIPMENT YARD"
EL MIRAGE, AZ 85335

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com



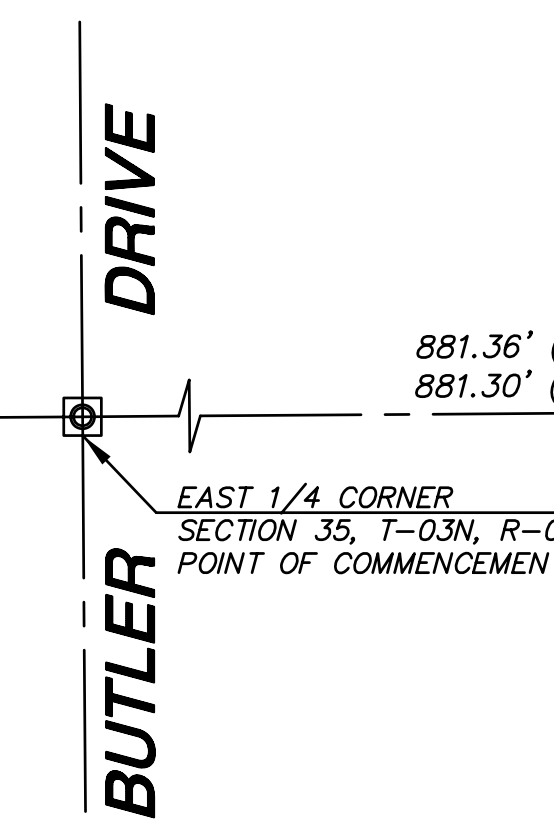
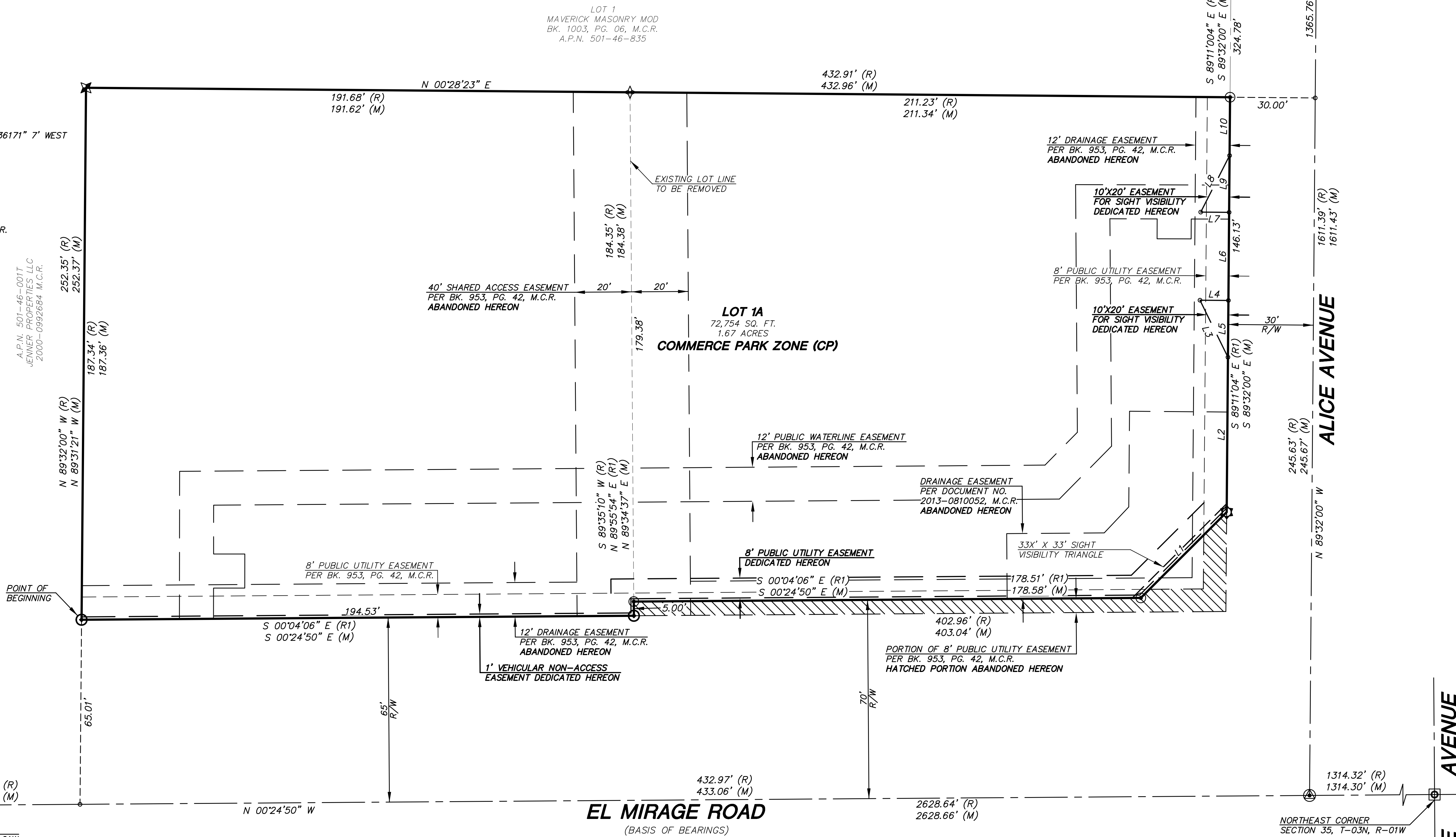
DWN:JW CHK:DK
SHEET 1 OF 2
DATE: 8/24/2021
JOB: 202012003

FINAL PLAT FOR "SOUTHWEST CONCRETE AND PAVING EQUIPMENT YARD"

A REPLAT OF LOTS 1 AND 2, OF "EL MIRAGE INVESTORS", AS RECORDED IN BOOK 953 OF MAPS, PAGE 42, MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA, BEING A PORTION 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

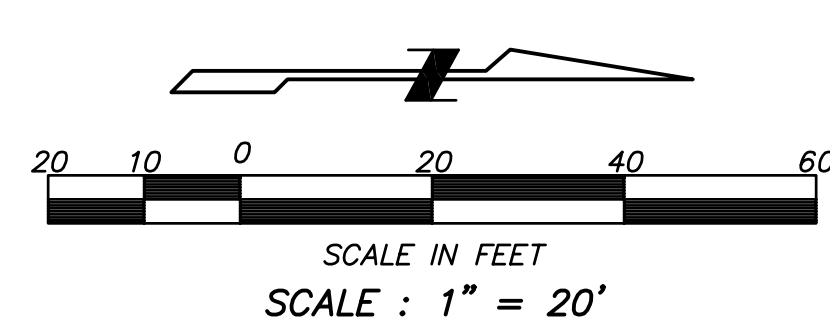
LEGEND

- SUBDIVISION LINE
- CENTER LINE OR MONUMENT LINE
- ADJOINING PARCEL LINE
- ⊙ SET 1/2" CAPPED REBAR STAMPED "KLEIN 42137"
- ✦ FOUND NAIL IN WASHER STAMPED "33308" IN WALL FOOTING
- ✦ FOUND 1/2" CAPPED REBAR STAMPED "GOETZ 31020"
- ◇ SET COTTON PICKER SPINDLE TAGGED "KLEIN 42137"
- ◇ FOUND 1/2" REBAR NO IDENTIFICATION
- ⊙ FOUND 1/2" TAGGED REBAR STAMPED "33308"
- ✦ SET NAIL IN WASHER STAMPED "KLEIN 42137"
- ⊙ FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE STAMPED "2018 RLS 36171"
- ⊙ FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP FLUSH STAMPED "RLS 36171" 7' WEST
- A.P.N. ASSESSORS PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- BK. BOOK
- PG. PAGE
- (TYP.) TYPICAL
- (R) RECORD PER BK. 953, PG. 42, M.C.R.
- (R1) RECORD PER 2013-0810053, M.C.R.
- (M) MEASURED



LINE	BEARINGS	LENGTH
L1	S 44°37'36" E (R1)	42.78' (R1)
	S 44°58'25" E (M)	42.75' (M)
L2	S 89°11'04" E (R1)	10.00'
	S 89°32'00" E (M)	54.55'
L3	S 63°54'06" W	22.36'
L4	N 00°28'00" E	10.00'
L5	S 89°11'04" E (R1)	20.00'
	S 89°32'00" E (M)	20.00'

LINE	BEARINGS	LENGTH
L6	S 89°11'04" E (R1)	31.03'
	S 89°32'00" E (M)	31.03'
L7	N 00°28'00" E	10.00'
L8	S 62°58'06" E	22.36'
L9	S 89°11'04" E (R1)	20.00'
	S 89°32'00" E (M)	20.00'
L10	S 89°11'04" E (R1)	20.54'
	S 89°32'00" E (M)	20.54'



FINAL PLAT FOR "SOUTHWEST CONCRETE AND PAVING EQUIPMENT YARD" EL MIRAGE, AZ 85335

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR
SURVEYING SERVICES, INC.

DWN: JW CHK: DK
SHEET 2 OF 2
DATE: 8/24/2021
JOB: 202012003

Project: 202012003

Fri April 21 07:52:13 2021

Parcel Map Check

Parcel name: LOT 1A

North: 933157.011	East : 575706.535
Line Course: S 00-24-50 E	Length: 178.58
North: 932978.432	East : 575707.825
Line Course: N 89-34-37 E	Length: 5.00
North: 932978.469	East : 575712.824
Line Course: S 00-24-50 E	Length: 194.537
North: 932783.937	East : 575714.230
Line Course: N 89-31-21 W	Length: 187.36
North: 932785.498	East : 575526.871
Line Course: N 00-28-23 E	Length: 402.96
North: 933188.445	East : 575530.198
Line Course: S 89-32-00 E	Length: 146.125
North: 933187.255	East : 575676.319
Line Course: S 44-58-25 E	Length: 42.751
North: 933157.011	East : 575706.535

Perimeter: 1157.32 Area: 72,754 SQ. FT. 1.670 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.000

Course: S 29-05-20 W

Error North: -0.0000




SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 8/24/2021

JOB NO.: 202012003

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	File Number 133775EW

COMMITMENT FOR TITLE INSURANCE

Issued By

Empire West Title Agency LLC as Agent for

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

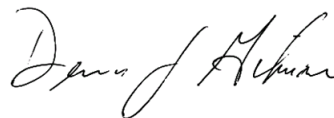
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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

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

Empire West Title Agency LLC, issuing agent for
First American Title Insurance Company
By: Diana Lawter
Title Department

Please direct all inquires and correspondence to:
Empire West Title Agency LLC
Escrow Officer: Patty Marino
Phone: 602-749-7000

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMITMENT FOR TITLE INSURANCE
Issued by
First American Title Insurance Company
SCHEDULE A

Address Reference: 12313 W Alice Ave and 8646 N. El Mirage, El Mirage, AZ 85355

1. Commitment Date: February 23, 2021, 7:30 am
2. Policy to be issued:
 - (a) 2006 ALTA® Standard Coverage Owner's Policy

Proposed Insured: To Come

Proposed Policy Amount:
- 3A. The estate or interest in the land described in this Commitment and covered herein is Fee and title thereto is at the effective date hereof vested in:
Southwest Concrete Paving, Co., an Arizona corporation
- 3B. Title to the estate herein described upon issuance of the Policy shall be vested in:
To Come
4. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

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EXHIBIT "A"

Parcel No. 1:

Lot 1, EL MIRAGE INVESTMENTS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 953 of Maps, Page 42.

Parcel No. 2:

Lot 2, EL MIRAGE INVESTMENTS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 953 of Maps, Page 42;

EXCEPT any portion thereof as conveyed to Maricopa County in Document No. 2013-810053, more particularly described as follows:

A portion of Lot 2, of EL MIRAGE INVESTMENTS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 953 of Maps, Page 42, as described in Document No. 2007-1168465, Recorder's Office, Maricopa County, Arizona, said portion lies within 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, and is more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 2, said Northeast corner being the intersection of the South line of the North 30.00 feet and the West line of the East 65.00 feet of the South half of said Northeast quarter;

thence along the South line of said North 30.00 feet, North 89 degrees 11 minutes 04 seconds West, a distance of 35.02 feet;

thence South 44 degrees 37 minutes 36 seconds East, a distance of 42.78 feet;

thence South 00 degrees 04 minutes 06 seconds East, a distance of 178.51 feet;

thence North 89 degrees 55 minutes 54 seconds East to a point on the West line of the East 65.00 feet of the South half of the Northeast quarter of said Section 35, a distance of 5.00 feet;

thence along the West line of said East 65.00 feet, North 00 degrees 04 minutes 06 seconds West, a distance of 208.45 feet to the POINT OF BEGINNING.

Parcel No. 3:

Tract 1, of MAVERICK MASONRY, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1003 of Maps, Page 6.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay all of the 2020 taxes.
6. Record Reconveyance of Deed of Trust securing an original indebtedness in the amount of \$2,148,750.00 recorded January 28, 2019 as Document No. 2019-57592 of Official Records:

Dated: January 23, 2019
Trustor: Southwest Concrete Paving, Co.
Trustee: Bank of America, NA
Beneficiary: Bank of America, NA
7. Furnish a certified copy of a resolution by the Board of Directors of Southwest Concrete Paving, Co., attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.
8. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
9. Approval by all parties to this transaction of the description used herein.
10. Record Deed from Southwest Concrete Paving, Co., an Arizona corporation to _____.

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NOTE: See attached tax sheets for the following Parcel Numbers: 501-46-830 & 501-46-831A & 501-46-835.

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded January 4, 2019 as Document No. 2019-8380.

Deed recorded September 4, 2019 as Document No. 2019-690510.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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

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

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SCHEDULE B, PART II
Exceptions

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

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

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. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession of the land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
5. Any encroachments, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Taxes for the year 2021, a lien not yet due and payable.
9. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
10. Any charge upon said land by reason of its inclusion in McMicken Irrigation District.

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11. The terms, conditions and provisions contained in the document entitled Cross-Easement Agreement recorded as Document No. 1995-474102 and thereafter the effect of, if any, of Abandonment of Easement recorded as 2002-571054 of Official Records.
12. All matters as set forth in recorded Disclosure for Territory in the vicinity of a Military Airport recorded as Document No. 2001-743413.
13. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 953 of Maps, Page 42, 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 to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. All matters as set forth in Road Declared, recorded as Document No. 2012-903016 and as 2013-5073, of Official Records.
15. Easement(s) for utility and incidental purposes, recorded in Document no. 2013-759135 of Official Records.
16. All matters as set forth in instrument recorded as Book 1324 of Maps, page 17, of Official Records.
17. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 1003 of Maps, Page 6, 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 to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
18. Easement(s) for drainage and incidental purposes, recorded in Document no. 2013-810052 of Official Records.
19. The terms, conditions, provisions and easements contained in the document entitled Easement Agreement recorded as Document No. 2008-1039409 of Official Records.
20. Easement(s) for utility and incidental purposes, recorded in Document no. 2009-290694 of Official Records.
21. All matters as set forth in instrument recorded as Book 1148 of Maps, page 31, of Official Records.
22. All matters as set forth in instrument recorded as Book 1551 of Maps, page 8, of Official Records.

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Privacy Notice

Effective: November 1, 2019

Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both personal and non-personal information about and from you. Personal information is non-public information that can be used to directly or indirectly identify or contact you. Non-personal information is any other type of information.

How Do We Collect Your Information? We collect your personal and non-personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your non-personal information for any purpose.

How Do We Share Your Personal Information? We do not sell your personal information to nonaffiliated third parties. We will only share your personal information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your personal information, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your personal information is important to us. That is why we take commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your personal information. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your personal information to us in the US, and you consent to that transfer and use of your personal information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [d_ataprivacy@firstam.com](mailto:ataprivacy@firstam.com).

Right of Deletion. You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [d_ataprivacy@firstam.com](mailto:ataprivacy@firstam.com).

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver’s license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we’ve collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we’ve collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we’ve shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.