

Project Narrative – Southwest corner Grand Ave / Acoma APN 501-33-009Z

Black Rock Coffee Bar

September 3, 2024

Narrative

The proposed development is located at the Southwest corner of Grand Ave and Acoma in El Mirage AZ. The master developer is purchasing the entire property and is construction the Black Rock Coffee on the corner parcel as part of this application. This project will contain a 620 SF Black Rock Coffee building, double drive thru lanes and limited onsite parking. A patio is planned on the south side of the building. Access will be from Acoma with a single drive located at the maximum distance possible from Grand Ave. Secondary access is planned on the Grand Ave Frontage Rd. This site is zone UC Urban Corridor subject to ordinances in of City of El Mirage.

This site has not been previously developed. In approximately 2003, Dietz Crane homes constructed Acoma when developing the subdivision to the southwest. Frontage road along Grand was constructed in the 1990s.



Aerial map

Primary operations are beverage pickup through the drive through lanes. This site is planned to have an outdoor patio to serve walk ups and limited outdoor seating. This project will not contain any indoor customer seating.

The building will be a 620 sf conventional framed or prefabricated single building at or below 25' in height.

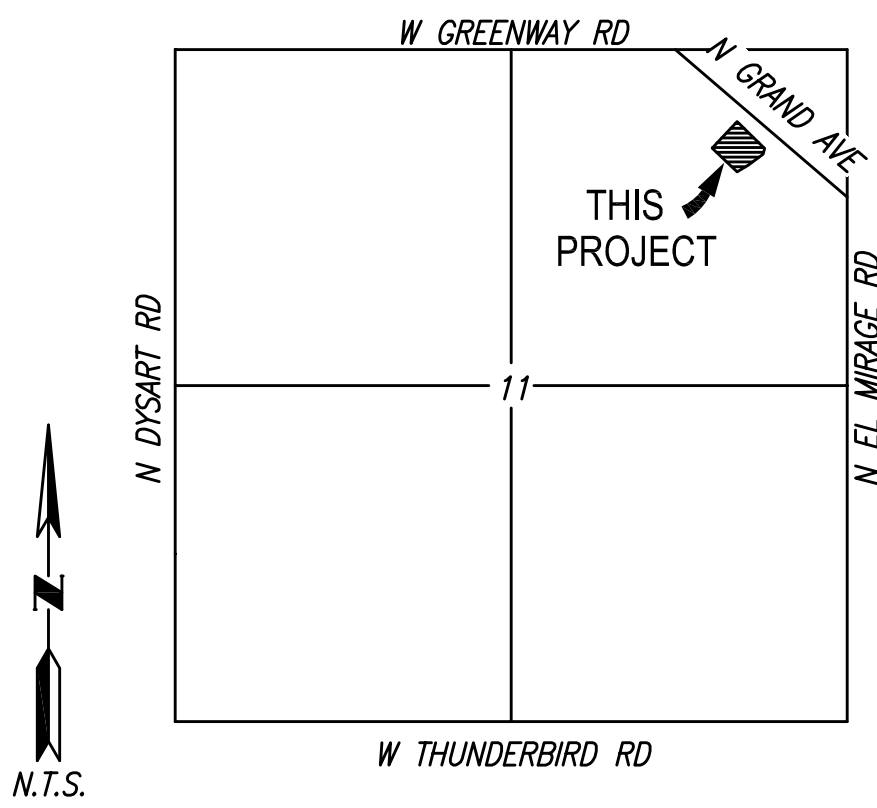
Infrastructure for this site will be limited to private water and sewer services for this site. This development will construct one 1" meter for domestic and a separate 1" meter for landscape. Fire flow required for this site will be 1500 GPM due to size and building type. Existing hydrant is located at the corner of Grand and Acoma. If a fire riser is required, a 6" fireline will connect to city main with backflow devices at the property line. Due to location of sewer, a private 8" sewer will be constructed along the southwest side of the site to provide sewer for this site and service for the remainder of the property.

This project (Black Rock Coffee) will be constructed in a single phase. The south edge of the site is planned for cross access to serve future development northwest of this project.

Currently, there are no immediate plans for the remainder of the property and they will be built in future phases by future applications to the city of El Mirage. The owner is actively marketing the property for commercial uses consistent with the current zoning and compatible with this project. The overall project is intended to have cross access between all parcels on the overall development.

Normal operations are 5AM to 7PM daily (each location subject change) and typical operations include up to 5 employees on shift at a given time.

Aug 02, 2024 - 11:31am
Q:\005\840 BRC El Mirage\DWGS\XREF\840 impr plans V2.dwg



VICINITY MAP
SECTION 11
T3N, R1W, GSRB&M
MARICOPA COUNTY, ARIZONA

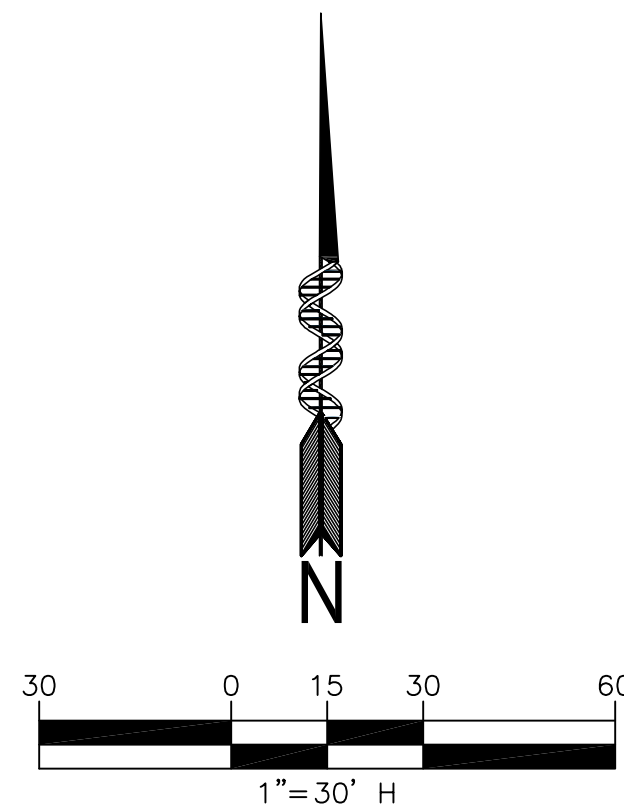
SITE DATA

ASSIGNED ADDRESS:	12443 NW GRAND AVE EL MIRAGE, ARIZONA 85335
APN:	501-33-009Z
ZONING:	UC - URBAN CORRIDOR (EXISTING) UC - URBAN CORRIDOR (PROPOSED)
PARCEL BOUNDARY:	±94,241 S.F. / 2.163 ACRES (NET EXISTING) ±28,886 S.F. / 0.663 ACRES (NET PROPOSED)
BUILDING AREA:	±620 S.F.
PATIO AREA:	±450 S.F.
BUILDING HEIGHT:	±25' (75' ALLOWABLE)
SETBACK:	8' PUE ARTERIAL 5' NON-ARTERIAL
PARKING CALCULATIONS:	1 SPACE PER 75 SF PATRON SPACE 1 SPACE PER 400 SF OF OUTDOOR SEATING AREA PATRON SPACE = 0 SF PATIO: 450/400 = 2 MAX EMPLOYEES: 5 REQUIRED: 7 SPACE PROVIDED = 7 (6 STD + 1 ADA)

SITE NOTES

- PROPOSED DRIVE ENTRANCE
- PROPOSED SCREEN WALL
- PROPOSED REFUSE ENCLOSURE AND GATES
- PROPOSED PEDESTRIAN ACCESS
- PROPOSED 8' PUE
- PROPOSED 6" VERTICAL CURB
- EXISTING 6" VERTICAL CURB
- EXISTING 5' SIDEWALK ARTERIAL (TO BE REPLACED WITH 6' SIDEWALK)
- MONUMENT SIGN (SIGNS BY SEPARATE PERMIT)

ANY CHANGE OF USE OR OCCUPANCY OF ANY BUILDING OR BUILDINGS, INCLUDING ADDITIONS THERETO REQUIRING MORE PARKING, SHALL NOT BE PERMITTED UNTIL SUCH ADDITIONAL PARKING SPACES AS REQUIRED BY THIS CHAPTER ARE FURNISHED



Helix Engineering, LLC

Engineering / Surveying / Consulting

3240 E Union Hills
Suite 113
Phoenix AZ 85050
(602) 602-788-2616
www.hxeng.com

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Contact Arizona 811 at least two full working days before you begin excavation



RELEASE	
DATE	
06-24-24	CSP-1
07-02-24	REV SP
7-30-24	SP PACKAGE

REVISIONS		
NO.	DATE	
1		
2		
3		

PROJECT NAME

BLACKROCK

SITE ADDRESS

12443 NW GRAND AVE
EL MIRAGE, ARIZONA
85335

PROJECT AREA

HELIX JOB NUMBER

IN HOUSE

840

DRAWN BY: MRM

CHECKED BY: SB

SHEET TITLE

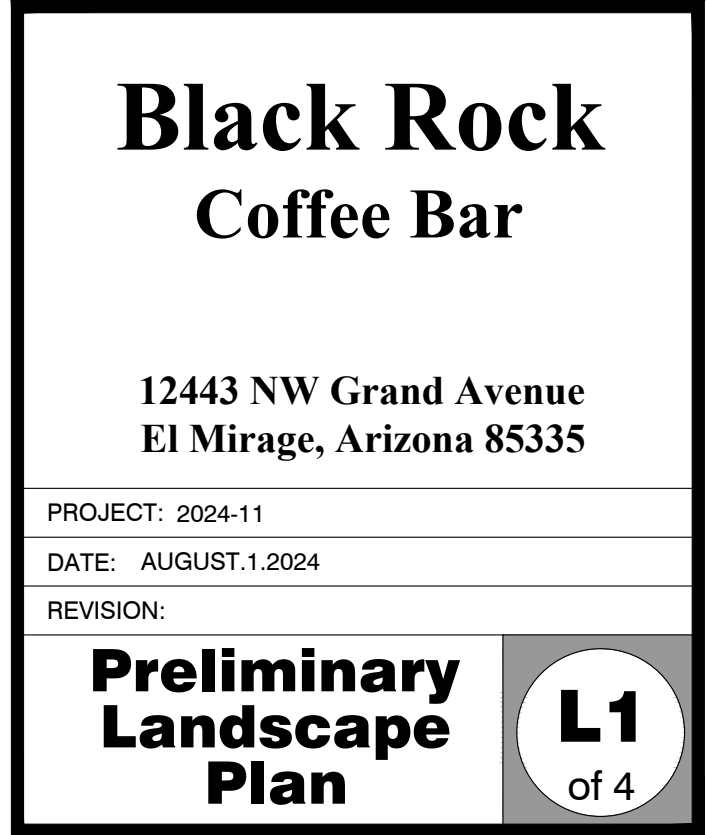
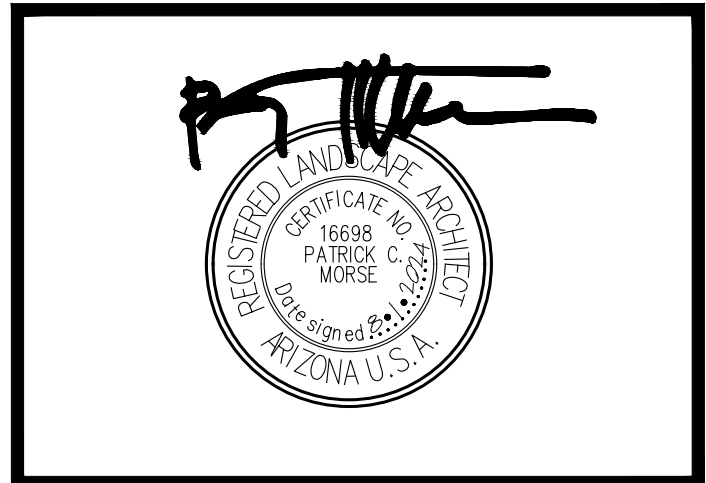
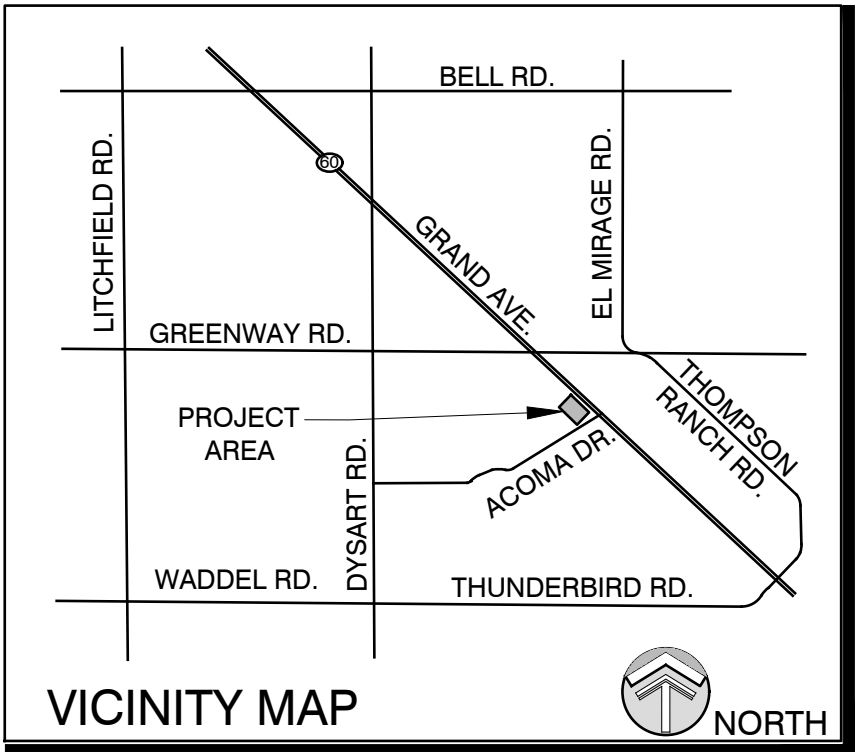
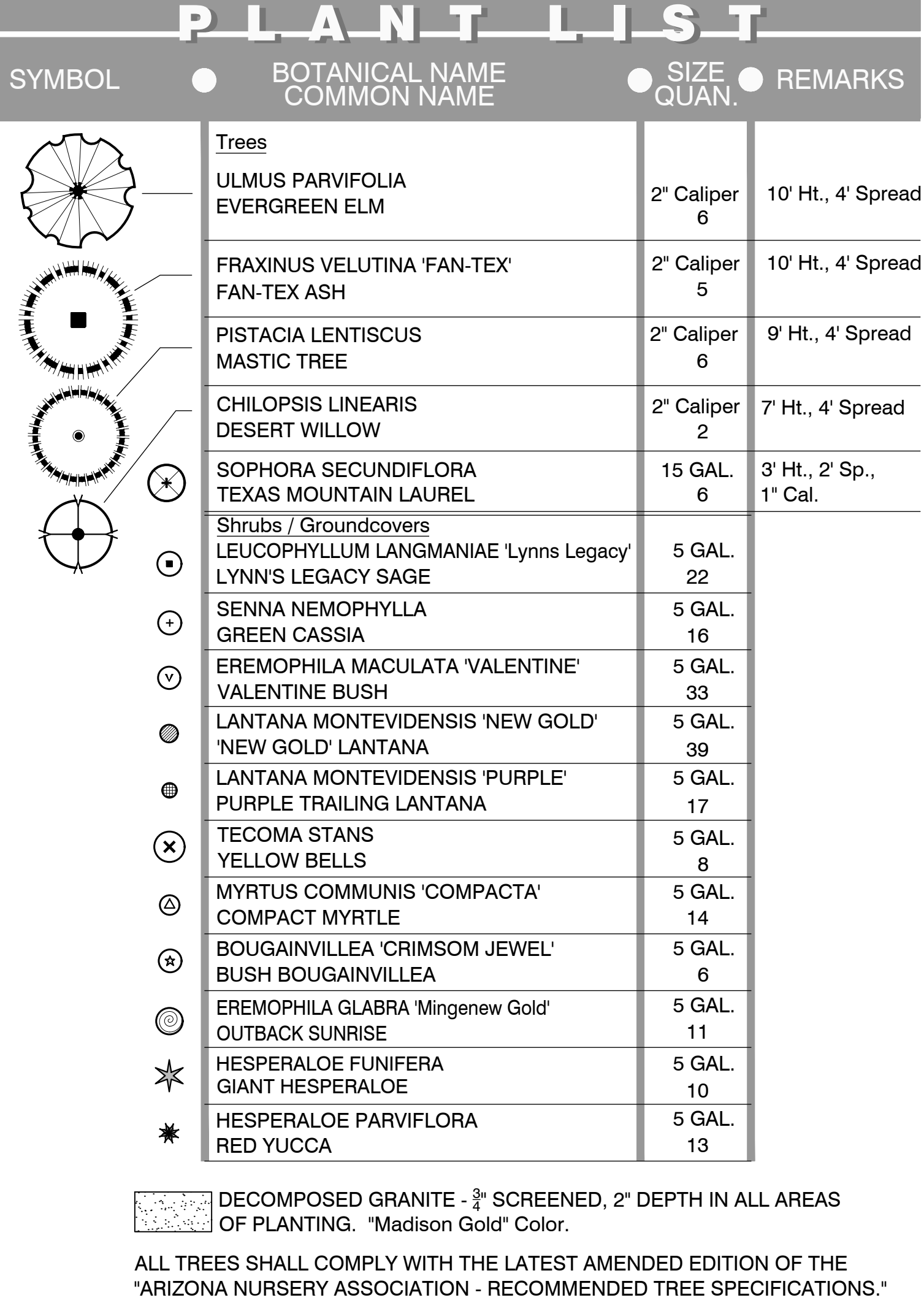
SITE PLAN

SHEET

PAGE

1 OF 1

PLOT SCALE: 1:1 @ 24"x36"; 1:2.2 @ 11"x17"





KENSINGTON VANGUARD

NATIONAL TITLE

May 28, 2024

Evan Lenneberg
75 SE Yamhill Street, Suite 202
Portland, OR 97214

Re: Title Number: 5193492-F-AZ-CP-CR
Buyer: TMAC IV, LLC
Seller: D.R. Horton, Inc.-Dietz Crane
Premises: 123XX NW Grand Avenue, El Mirage, AZ 85335
County: Maricopa

Dear Sir/Madam:

With reference to the above captioned matter, enclosed herewith please find our Title Commitment.

If you have any questions regarding same, please contact our office.

We look forward to working with you on this transaction.

Thank you.

Transaction Contacts:

Allen Brown / abrown@kvnational.com



Title: 5193492-F-AZ-CP-CR

Date: May 28, 2024

Name of individual or business: TMAC IV, LLC

County: Maricopa

BANKRUPTCY SEARCH

A Search of the records of the United States Bankruptcy Court has been made with the following results:

☒ There are no record of a bankruptcy search filing for the above-mentioned individual, corporation or business. The following office(s) have been checked.

☐ The following information is on file

KENSINGTON VANGUARD NATIONAL TITLE DOES HEREBY CERTIFY THAT THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED HEREIN, AND NO LIABILITY IS ASSUMED.



Title: 5193492-F-AZ-CP-CR

Date: May 28, 2024

Name of individual or business: D.R. Horton, Inc.-Dietz Crane

County: Maricopa

BANKRUPTCY SEARCH

A Search of the records of the United States Bankruptcy Court has been made with the following results:

☒ There are no record of a bankruptcy search filing for the above-mentioned individual, corporation or business. The following office(s) have been checked.

☐ The following information is on file

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UNITED STATES PATRIOT ACT NAME SEARCH

Title: 5193492-F-AZ-CP-CR

TMAC IV, LLC

THE ABOVE INDIVIDUAL OR CORPORATION NAME **DOES NOT APPEAR** ON THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) May 28, 2024.

THE SPECIAL DESIGNATED NATIONALS (SDN) LIST IS FREQUENTLY UPDATED. THERE IS NO PREDETERMINED TIME TABLE, BUT RATHER NAMES ARE ADDED AND REMOVED AS NECESSARY AND APPROPRIATE.

ALL UNITED STATES PERSONS MUST COMPLY WITH THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) REGULATIONS, INCLUDING ALL U.S. CITIZENS, PERMANENT RESIDENT ALIENS, ALL U.S. INCORPORATED ENTITIES AND THEIR FOREIGN BRANCHES REGARDLESS OF WHERE THEY ARE LOCATED.

KENSINGTON VANGUARD NATIONAL TITLE DOES HEREBY CERTIFY THAT THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED HEREIN, AND NO LIABILITY IS ASSUMED.



UNITED STATES PATRIOT ACT NAME SEARCH

Title: 5193492-F-AZ-CP-CR

D.R. Horton, Inc.-Dietz Crane

THE ABOVE INDIVIDUAL OR CORPORATION NAME **DOES NOT APPEAR** ON THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) May 28, 2024.

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 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 5193492-F-AZ-CP-CR

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

This page is only a part of a 2021 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

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- 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.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

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

Issuing Agent: Kensington Vanguard National Title
 Issuing Office: 2415 E Camelback Rd, Suite 450, Phoenix, AZ 85016
 Issuing Office's ALTA® Registry ID: NA
 Loan ID No.:
 Commitment No.: 5193492-F-AZ-CP-CR
 Issuing Office File No.: 5193492-F-AZ-CP-CR
 Property Address: 123XX NW Grand Avenue, El Mirage, AZ 85335

SCHEDULE A

1. Commitment Date: May 14, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (07/01/21)
 Proposed Insured: TMAC IV, LLC
 Proposed Amount of Insurance: \$500,000.00
 The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:
 D.R. Horton, Inc.-Dietz-Crane, a Delaware corporation [2001-0642155](#)
5. The Land is described as follows:
 SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A
(Continued)

Kensington Vanguard National Title

By:



Authorized Signatory

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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.
 - a. Warranty Deed from D.R. Horton, Inc.-Dietz Crane to TMAC IV, LLC.
5. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2021. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 18 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.
6. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
7. Furnish a certified copy of a resolution by the Board of Directors of D.R. Horton, Inc.-Dietz-Crane, a Delaware corporation, attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.
8. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of TMAC IV, LLC, a limited liability company.
9. Approval by all parties to this transaction of the description used herein.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



5193492-F-AZ-CP-CR

SCHEDULE B, PART I

(Continued)

10. Such further requirements as may be necessary after completion of the above.
11. **NOTE:** According to the Public Records, the following matters constitute the chain of title for the 24 month period preceding the Commitment Date hereof
OR
the last recorded instrument vesting title to the Land:

A document recorded July 18, 2001 as [2001-0642155](#) of Official Records
From: EL Mirage 338 L.L.C., an Arizona limited liability company
To: D.R. Horton, Inc.-Dietz-Crane, a Delaware corporation

TAX NOTE:

All of 2023 taxes are paid in full. Taxes are assessed in the total amount of \$2,442.18 for the year 2023 under Assessor's Parcel No. [501-33-009Z](#).

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



5193492-F-AZ-CP-CR

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 5193492-F-AZ-CP-CR

SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. a) Taxes or assessments that 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 that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, 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 not shown by the Public Records.

This page is only a part of a 2021 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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



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SCHEDULE B, PART II

(Continued)

8. Taxes for the full year of 2024.
(The first half is due October 1, 2024 and is delinquent November 1, 2024. The second half is due March 1, 2025 and is delinquent May 1, 2025.)
9. An easement for electric line and incidental purposes in the document recorded as [Docket 4322, Page 53](#).
10. The terms and provisions contained in the document entitled "Development Agreement" recorded August 05, 2004 as [2004-0907691](#) of Official Records.
11. All matters as set forth in Map showing Electrical District Number Seven, recorded as [Book 48 of Maps, Page 2](#).
12. All matters as set forth in Map showing Electrical District Number Seven, recorded as [Book 104 of Maps, Page 41](#).
13. All matters as set forth in Notice of City of EL Mirage Redevelopment Plan, recorded as [85-418802](#) of Official Records.
14. All matters as set forth in Declaration of Environmental use Restriction for Real Properties Remediating contaminated soil to Nonresidential uses without the use of either Institutional control (Other than this Declaration) or Engineering Control under A.R.S. 49-152, recorded as Instrument No. [2001-0367243](#) of Official Records.
15. The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded as Instrument No. [2017-0699913](#) of Official Records.
16. The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded as Instrument No. [2018-0144367](#) of Official Records.
17. The effect of resolutions adopting State Route Plan for the U.S. Route 60 and any Amendments thereto for the purpose of controlling access and acquiring lands in advance for rights-of-way, recorded as Instrument No. [2009-0669117](#) of Official Records and Re-recorded as Instrument No. [2009-0676290](#) of Official Records.
18. Rights of parties in and to the Billboard sign located on the property along the northwesterly line thereof.
19. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

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



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SCHEDULE C

The Land is described as follows:

A Portion of Section 11, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more fully described as Follows:

For a Point of reference, commencing at the Easterly North Corner of Acoma Drive of Rancho El Mirage Parcel "B", [Book 542 of Maps, Page 20](#), M.C.R., said corner being a point on a curve and having for its Principal Elements a Radius of 15.00 Feet and a Central Angle of 96 Degrees 30 Minutes 51 Seconds;

Run Thence Southwesterly along said curve, also Being the West Boundary Line of said Acoma Drive, a Distance of 25.27 feet to a Point on a Curve, Concave Southeasterly and having For Its Principal Elements a Radius of 840.00 Feet and a Central Angle of 06 Degrees 30 Minutes 51 Seconds;

Run Thence Southwesterly Along said Curve, also Being the Northwest Boundary Line of said Acoma Drive, a Distance of 95.50 Feet;

Run Thence North 30 Degrees 59 Minutes 00 Seconds West, a Distance of 1399.26 Feet;

Run Thence North 89 Degrees 56 Minutes 48 Seconds East, a Distance of 2699.47 Feet to the Point of Beginning;

Run Thence North 42 Degrees 45 Minutes 23 Seconds East, a Distance of 316.40 Feet;

Run Thence South 47 Degrees 14 Minutes 37 Seconds East Along the Southwesterly Right-of-way Line of Grand Avenue, also being State Road 60, 70 and 89, a Distance of 341.43 Feet to a Point on a Curve, Concave Northwesterly and Having for Its Principal Elements a Radius of 700.40 Feet and a Central Angle of 16 Degrees 14 Minutes 02 Seconds;

Run Thence Southwesterly Along Said Curve, A Distance of 198.45 Feet;

Run Thence South 58 Degrees 59 Minutes 26 Seconds West, a Distance of 203.15 Feet;

Run Thence North 31 Degrees 00 Minutes 34 Seconds West, a Distance of 267.37 Feet to the Point of Beginning;

Except any Portion conveyed to State of Arizona, Department of Transportation in Deed recorded January 10, 2018 as [2018-0023808](#) of Official Records.

Further excepting therefrom the following:

Tract A, Rancho El Mirage Parcel G, according to [Book 621 of Maps, Page 13](#), records of Maricopa County, Arizona.

OWNER'S AFFIDAVIT AND GAP UNDERTAKING

COMMITMENT NO: 5193492-F-AZ-CP-CR

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, (the "Affiant"),
of _____, a _____ (the "Owner"),
who first being duly sworn, deposes and says:

1. That Affiant is duly authorized to make this affidavit on behalf of the Owner.
2. That the Owner is the titleholder of that certain real property described in the above-referenced Title Commitment, commonly known as " _____ and located at _____ (the "Property").
3. That the Owner is entitled to possession of the Property, and there is no other person or entity in possession who has any right in the Property other than those tenants in possession located on the Property and listed on the rent roll attached hereto as Exhibit "A".
4. That the Owner has not entered into any written agreement, nor is the Owner aware of anyone else entering into any written agreement with any real estate broker, nor is Owner aware of anyone who has provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, or otherwise conveying or acquiring any interest in the Property.
5. That all real estate taxes, special assessments, water and sewer charges and management fees, if any, are fully paid;
6. That there are no unrecorded labor, mechanics', or materialmen's liens against the Property, and no material has been furnished to or labor performed upon the Property except such that have been paid for in full.
7. That there are no unrecorded options or contracts to purchase, contracts for deed or mortgage commitments, sales agreements, participation agreements, mortgages, or unrecorded deeds, easements or rights-of-way for users or adverse interest with respect to the Property.
8. That there are no unrecorded existing tenancies, leases or other occupancies affecting the Property, except as shown in Exhibit "A" attached hereto, and that such unrecorded tenancies, leases or other occupancies, if any, contain no options to purchase the Property or rights of first refusal.
9. That there is no action or proceeding, including but not limited to bankruptcy, which is now pending against Owner in any State or Federal Court, nor is there any attachment, judgment or other encumbrance which may now constitute a lien upon the Property, nor are there any claims or pending claims against Owner which may be satisfied through a lien or attachment against the Property.
10. That the owner has received no written notice (except as may have been disclosed in the public records of the applicable jurisdiction) of an officially proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; and to the undersigned's knowledge, there has been no work done on the Property, nor notice received that work is to be done on the Property by the municipality (county, city, borough or township), or at its direction, including but not limited to the installation of water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
11. That the Owner has not made or caused to be made any structural improvements or structural additions to existing improvements on the Property since _____, the date of Survey made by _____, Job No. _____, each of which survey is an accurate and complete representation of Tracts I and II, respectively, of the Property and all improvements and number of parking spaces located thereon as of the date hereof.
12. That Owner has received any and all partnership consents and/or corporate resolutions necessary in order to authorize the conveyance and/or mortgage of the Property. Should First American Title Insurance Company request a copy of the consents and/or resolutions, Owner shall furnish copies within a reasonable time period.

13. That Owner is not a foreign Person, nor is Owner a "Disregarded Transferor," but rather is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code"), and that Owner's true and correct United States taxpayer identification number (or Social Security number) is set forth below opposite the signature of Owner. Owner is making the statements set forth herein for the purpose of releasing the Purchaser and/or Settlement Agent from any withholding obligation which might otherwise be imposed under Section 1445(a) of the Code.

THIS AFFIDAVIT is made for the purpose of inducing Kensington Vanguard National Title and First American Title Insurance Company to issue a title insurance policy or other title evidence, and if acting as escrow or closing agent, then to disburse any funds held as escrow or closing agent. Affiant hereby indemnifies and agrees to save harmless Kensington Vanguard National Title and First American Title Insurance Company against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate and further indemnifies Kensington Vanguard National Title and First American Title Insurance Company as to defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing on the public records or attaching subsequent to the effective date of the above-referenced Commitment but prior to the effective date of such title insurance policy or policies or other title evidence.

Nothing in this Affidavit shall affect in any way title insurance coverage heretofore provided to Owner by Kensington Vanguard National Title and First American Title Insurance Company or its affiliates, or their respective predecessors-in-interest, with respect to the Property.

I understand, acknowledge, and authorize that the Title Agency may place the funds associated with this transaction in interest-bearing accounts that may provide a financial benefit, including fees, interest, or credits, to the Title Agency, unless otherwise restricted or prohibited by law.

Dated as of this _____ day of _____, 2024.

US Taxpayer ID No.: _____

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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