

**REQUEST FOR FORMATION
AND
WRITTEN CONSENT TO FORMATION OF
PALO DISTRICT**

STATE OF ARIZONA)
COUNTY OF MARICOPA)
CITY OF MESA)

The undersigned are (i) an authorized representative of Verde Fiesta I, LLC, an Arizona limited liability company (the “Owner”), and (ii) an authorized representative of Palo District LLC, an Arizona limited liability company (the “Successor Owner” and, together with the Owner, the “Consenting Owner”), and as the owner of all of the land and interests in the land hereinafter described by metes and bounds, acting pursuant to the provisions of Title 48, Chapter 36, Arizona Revised Statutes, as amended (the “Act”), the Consenting Owner submits this Request for Formation and Written Consent to Formation of Palo District (this “Written Consent”) to respectfully request the City Council of the City of Mesa, Arizona (the “City”), to adopt a resolution (the “Resolution”) to form and order the formation of a tax levying theme park district (the “District”) and would respectfully request such Resolution and related proceedings to provide for all the following as permitted by the Act:

- A. The name of the District is to be “***PALO DISTRICT***”.

- B. The District is to be formed, and shall exist, pursuant to the terms and provisions of the Act.

- C. The District is to contain an area of approximately 80 acres of contiguous property, wholly within the corporate boundaries of the City and is to be composed of the property described by metes and bounds in Exhibit A hereto and depicted in the map attached hereto as Exhibit B, which are made a part hereof for all purposes.

- D. The District is to: (i) be regarded as performing a governmental function in carrying out the purposes of the Act; (ii) be a corporate and political body; (iii) except as otherwise limited, modified or provided by the Act, have all of the rights, powers and immunities of municipal corporations; (iv) be considered a tax levying public improvement district for purposes of Article XIII, Section 7, Constitution of Arizona; (v) be separate and apart from the City, and not a part of the City municipal corporation; (vi) be governed by a board of directors; and (vii) be formed for, and to have, all the purposes and powers of a “district” as such term is defined, and as provided, in the Act.

NOW THEREFORE, the Consenting Owner represents, attests and declares all of the following:

1. On the date hereof, as shown on the assessment roll for the State of Arizona and county taxes in Maricopa County, Arizona, all of the land to be in the District, as described in Exhibit A hereto and depicted on the map attached hereto as Exhibit B, is owned by Consenting Owner or, if a person listed on such assessment roll is no longer the owner of the land in the District, that the name of the successor owner has become known and has been verified by recorded deed or other similar evidence of transfer of ownership to be Consenting Owner. The Successor Owner has an interest in the land to be in the District pursuant to Lease and Purchase Agreement effective as of November 21, 2025, between the Owner and the Successor Owner.

2. In connection with this Written Consent, the Consenting Owner provided a title report or information from the Assessor of Maricopa County, which is attached hereto as Exhibit C and made a part hereof, stating who are the owners of the land in the proposed District and listing the tax parcel numbers for the parcels of real property included within the boundaries of the District.

4. Based on its own knowledge and the information contained in Exhibit C hereto, the Consenting Owner is the sole owner of the real property described in Exhibit A, and no other person having any interest in such real property has filed a written request for any additional notice or information pertaining to, or objecting to the formation of, the proposed District.

5. The land to be included in the District: (i) is contiguous and consists of approximately 80 acres; (ii) lies wholly within the corporate limits of the City; and (iii) shall be benefited from the improvements for which the District is proposed to be formed.

6. This Written Consent is signed (either as a single document or in counterparts) by the Consenting Owner, which constitutes the owners of all the land to be in the District, and, as applicable, any requirements of posting, publication, mailing, notice, or hearing in connection with the formation of the District and the adoption of the Resolution are waived by the Consenting Owner, and the City may, and is hereby requested to, on receipt of this Written Consent, declare the District formed by action of the City Council of the City.

7. The Consenting Owner has requested formation of the proposed District for the purpose of financing improvements related to a theme park, as defined in the Act.

8. The Successor Owner hereby covenants and agrees to pay all costs, fees, and expenses of the City, including its legal counsel, in connection with the formation of the proposed District, as further described in a Development and Intergovernmental Agreement, to be entered into by and among the City, the District, the Owner and the Successor Owner.

FURTHER, the Consenting Owner requests that this Written Consent be filed with the Clerk of the City; that the City adopt the Resolution required to declare and order the District formed; and that such other orders, acts, procedures and relief as are proper, necessary and appropriate to the purposes of organizing the District and to the execution of the purposes for

which the District shall be organized be granted as the City Council shall deem proper and necessary.

Submitted and effective as of the 19th day of November, 2025.

[Signature Pages to Follow]

OWNER:

VERDE FIESTA I, LLC,
an Arizona limited liability company

By: **VERDE INVESTMENTS, INC.,**
an Arizona corporation
Its: **Manager**

By: Steven P. Johnson
Name: Steven P. Johnson
Its: Secretary

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 19 day of November, 2025, by Steven P. Johnson, the Secretary of VERDE INVESTMENTS, INC., an Arizona corporation, and the Manager of VERDE FIESTA I, LLC, an Arizona limited liability company.

(Seal and Expiration Date)

Kathleen Davis
Notary Public in and for the State of Arizona



SUCCESSOR OWNER:

PALO DISTRICT LLC,
an Arizona limited liability company

By: *Vicki Mayo*
Name: Vicki Mayo
Its: Manager

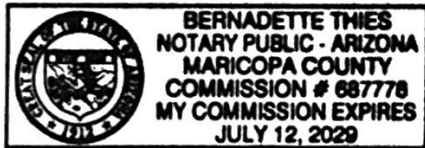
STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 19th day of November, 2025, by Vicki Mayo, the Manager of PALO DISTRICT LLC, an Arizona limited liability company.

(Seal and Expiration Date)

Bernadette Thies
Notary Public in and for the State of Arizona



ATTACHMENTS:

- Exhibit A:** Legal description of property to be included in the District
- Exhibit B:** Map of property to be included in the District
- Exhibit C:** Title Report or County Assessor information regarding owners of property in the District

Exhibit A

Legal description of property to be included in the District

LEGAL DESCRIPTION OF
PALO DISTRICT

PARCEL NO. 1:

That portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 32;

Thence South 00 degrees 00 minutes 05 seconds west, a distance of 800.00 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 176.50 feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 182.83 feet;

Thence South 64 degrees 56 minutes 52 seconds West, a distance of 414.43 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 416.00 feet;

Thence North 07 degrees 47 minutes 24 seconds West, a distance of 530.10 feet;

Thence North 01 degrees 05 minutes 54 seconds West, a distance of 253.00 feet;

Thence North 88 degrees 54 minutes 06 seconds East, a distance of 44.00 feet;

Thence South 01 degrees 05 minutes 54 seconds East, a distance of 209.50 feet to a point of curvature of a curve to the left, having a radius of 19.00 feet, a tangent length of 19.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 29.85 feet;

Thence North 88 degrees 54 minutes 06 seconds East, a distance of 372.84 feet to the point of curvature of a curve to the right, having a radius of 349.50 feet, a tangent length of 225.17 feet, a central angle of 65 degrees 35 minutes 07 seconds, an arc distance of 400.07 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 164.02 feet;

Thence South 04 degrees 34 minutes 31 seconds West, a distance of 43.64 feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 251.50 feet to the TRUE POINT OF BEGINNING;

EXCEPT any portion lying within the North 55.00 feet thereof; and

EXCEPT that portion conveyed in Quitclaim Deed recorded in Recording No. 87-023102, described as follows:

That portion of the Northeast quarter of the Northeast quarter of said Section 32, described as follows:

Commencing at the Northeast corner of said Section 32;

Thence South 00 degrees 00 minutes 05 seconds West along the East section line of said Section 32, a distance of 800.48 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 59 minutes 55 seconds West, a distance 12.00 feet;

Thence North 00 degrees 00 minutes 05 seconds East parallel to the East section line of said Section 32, a distance of 251.50 feet;

Thence North 04 degrees 34 minutes 31 seconds East, a distance of 43.64 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 12.00 feet;

Thence South 04 degrees 34 minutes 31 seconds West, a distance of 43.64 feet;

Thence South 00 degrees 00 minutes 05 seconds West parallel to the East section line of said Section 32, a distance of 251.50 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

That part of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast corner of said Section 32;

Thence South 00 degrees 00 minutes 05 seconds West along the East line of said Section 32, 1840.00 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet to a point on the West right-of-way line of South Alma School Road and the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 59 minutes 55 seconds West, a distance of 113.00 feet to the point of curvature of a curve;

Thence along said curve to the right, having a radius of 271.00 feet and a central angle of 32 degrees 17 minutes 45 seconds, an arc distance of 152.75 feet to the point of reverse curvature of said curve;

Thence along said curve to the left, having a radius of 15.00 feet, a central angle of 77 degrees 20 minutes 56 seconds, an arc distance of 20.25 feet to the point of reverse curvature of said curve;

Thence along said curve to the right, having a radius of 525.00 feet, a central angle of 19 degrees 06 minutes 05 seconds, an arc distance of 175.03 feet to the point of tangency of said curve;

Thence South 64 degrees 02 minutes 59 seconds West, a distance of 130.00 feet;

Thence South 25 degrees 57 minutes 01 second East, a distance of 44.41 feet;

Thence North 88 degrees 57 minutes 53 seconds East, a distance of 515.79 feet to a point on the West right-of-way line of South Alma School Road;

Thence South 00 degrees 00 minutes 05 seconds West along said West right-of-way line, as described in instrument recorded in Docket 11445, Page 506, records of Maricopa County, Arizona, a distance of 98.07 feet;

Thence South 04 degrees 45 minutes 33 seconds West along the West right-of-way line of the Superstition Freeway, a distance of 132.62 feet;

Thence South 88 degrees 57 minutes 53 seconds West along the North right-of-way line of the Superstition Freeway, a distance of 603.23 feet;

Thence South 82 degrees 43 minutes 07 seconds West along said North right-of-way line, a distance of 20.65 feet;

Thence North 25 degrees 57 minutes 01 second West, a distance of 129.18 feet;

Thence South 64 degrees 02 minutes 59 seconds West, a distance of 153.62 feet;

Thence North 25 degrees 57 minutes 01 second West, a distance of 74.00 feet;

Thence North 64 degrees 02 minutes 59 seconds East, a distance of 8.75 feet;

Thence North 25 degrees 57 minutes 01 second West, a distance of 66.48 feet;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 366.54 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 86.98 feet;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 60.28 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 104.45 feet (measured) 104.51 feet (record);

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 35.00 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 263.73 feet;

Thence North 70 degrees 00 minutes 05 seconds East, a distance of 41.28 feet;

Thence South 67 degrees 29 minutes 55 seconds East, a distance of 588.11 feet to a point on a curve;

Thence along said curve to the right, having a radius of 525.00 feet, a central angle of 26 degrees 09 minutes 27 seconds, a tangent bearing of South 06 degrees 45 minutes 33 seconds West, and an arc distance of 239.68 feet;

Thence South 57 degrees 05 minutes 00 seconds East, a distance of 19.22 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 191.14 feet to a point on the West right-of-way line of South Alma School Road;

Thence South 00 degrees 00 minutes 05 seconds West along said West right-of-way line as described in instrument recorded in Docket 11445, Page 506, records of Maricopa County, Arizona, a distance of 115.00 feet to the TRUE POINT OF BEGINNING;

EXCEPT that portion which lies East of that certain line described following, as conveyed to the State of Arizona in Order for Immediate Possession recorded in Recording No. 2001-0398086, and Amended Order of Immediate Possession recorded in Recording No. 2001-0894532, records of Maricopa County, Arizona:

Line Description:

Commencing at a brass cap in a hand hole marking the Northeast corner of said Section 32, from which a 1-inch iron pipe marking the East quarter corner of said Section 32 bears South 00 degrees 57 minutes 21 seconds West, 2642.68 feet;

Thence South 00 degrees 57 minutes 21 seconds West along the East line of said Section 32, a distance of 1859.78 feet;

Thence North 89 degrees 02 minutes 39 seconds West, a distance of 67.00 feet to a point on the existing West right-of-way line of Alma School Road and the TRUE POINT OF BEGINNING of said line;

Thence South 03 degrees 02 minutes 02 seconds West, a distance of 359.65 feet to the point of juncture of said existing West right-of-way line of Alma School Road and the existing North right-of-way line of US Highway 60 (Superstition Freeway) and the TERMINUS of said line; and

EXCEPT that portion conveyed to the City of Mesa, an Arizona municipal corporation, in Quit-Claim Deed recorded in Recording No. 86-666165, described as follows:

Commencing at the Northeast corner of said Section 32;

Thence South 00 degrees 00 minutes 05 seconds West along the East line of said Section 32, 1840.00 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 40.26 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 00 degrees 00 minutes 05 seconds East, a distance of 74.82 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 12.00 feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 74.82 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 12.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 3A:

A parcel of land located in the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more fully described as follows:

Commencing at the North quarter corner of Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of South Longmore Road as described in Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 1885.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way line of South Longmore Road and the TRUE POINT OF BEGINNING;

Thence North 00 degrees 23 minutes 41 seconds West, a distance of 594.14 feet along said right-of-way line;

Thence East, along a line 0.04 feet North of and parallel to the North face of a parking structure, a distance of 280.46 feet;

Thence South 1.17 feet, to the center of a joint between the slabs of the parking deck;

Thence East, along the center of said joint and extension thereof, a distance of 230.58 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 383.34 feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 76.40 feet;

Thence South 71 degrees 33 minutes 59 seconds West, a distance of 81.34 feet to the point of curvature of a tangent curve concave Southeasterly and having a radius of 45.68 feet;

Thence Southwesterly along the arc of said curve through a central angle of 26 degrees 33 minutes 54 seconds, a distance of 21.18 feet to the point of tangency of said curve;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 348.65 feet to the point of curvature of a tangent curve concave Southeasterly and having a radius of 77.18 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 45 degrees 00 minutes 00 seconds, a distance of 60.61 feet to the point of tangency of said curve;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 127.01 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 550.00 feet, the radius point of which bears North 25 degrees 58 minutes 24 seconds East;

Thence Northwesterly along the arc of said curve through a central angle of 00 degrees 46 minutes 24 seconds, a distance of 7.42 feet to the beginning of a compound curve, concave Northeasterly and having a radius of 700.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 27 degrees 36 minutes 16 seconds, a distance of 337.25 feet;

Thence leaving said compound curve South 89 degrees 36 minutes 19 seconds West, a distance of 153.38 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 3B:

A non-exclusive easement as created in Cross Easement Agreement recorded in Recording No. 93-0847329, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 1885.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way of South Longmore Road, and the TRUE POINT OF BEGINNING;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way, a distance of 43.29 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 24.50 feet, the radius point of which bears North 43 degrees 17 minutes 26 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 43 degrees 31 minutes 10 seconds, a distance of 18.61 feet to a point of tangency;

Thence North 89 degrees 46 minutes 16 seconds East, a distance of 45.19 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 20.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 115 degrees 04 minutes 52 seconds, a distance of 40.17 feet to a point of tangency;

Thence North 61 degrees 51 minutes 16 seconds East, a distance of 53.56 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 675.00 feet, the radius point of which bears North 61 degrees 51 minutes 15 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 34 degrees 40 minutes 11 seconds, a distance of 408.44 feet to a point on the arc;

Thence South 00 degrees 00 minutes 05 seconds West, a distance 27.96 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 550.00 feet, the radius point of which bears North 25 degrees 58 minutes 24 seconds East;

Thence Northwesterly along the arc of said curve through a central angle of 00 degrees 46 minutes 24 seconds, a distance of 7.42 feet to the beginning of a compound curve concave Northeasterly and having a radius of 700.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 27 degrees 36 minutes 16 seconds, a distance of 337.25 feet to a point on the arc;

Thence South 89 degrees 36 minutes 19 seconds West, a distance of 153.38 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4A:

That portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of South Longmore Road as described in Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 820.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way line of South Longmore Road and the TRUE POINT OF BEGINNING;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way line, a distance of 50.00 feet;

Thence leaving said East right-of-way North 89 degrees 36 minutes 19 seconds East, a distance of 137.93 feet to a point on a non-tangent curve, concave Southeasterly and having a radius of 925.00 feet, the radius point of which bears South 58 degrees 42 minutes 09 seconds East;

Thence Northeasterly along the arc of said curve, through a central angle of 16 degrees 18 minutes 28 seconds, a distance of 263.28 feet;

Thence North 47 degrees 36 minutes 19 seconds East, a distance of 95.13 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 262.59 feet;

Thence North 68 degrees 27 minutes 04 seconds East, a distance of 17.85 feet;

Thence North 14 degrees 59 minutes 55 seconds West, a distance of 243.79 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 575.00 feet, the radius point of which bears South 37 degrees 21 minutes 30 seconds East;

Thence Northeasterly along the arc of said curve through a central angle of 07 degrees 40 minutes 35 seconds, a distance of 77.04 feet;

Thence leaving said curve South 21 degrees 32 minutes 56 seconds East, a distance of 453.83 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 189.10 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 47.75 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 40.00 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance 227.50 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 100.00 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 217.46 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 37.89 feet to a point lying on the projected alignment of the center joint between the slabs of parking deck;

Thence West along said projection and said center of joint, a distance of 230.58 feet;

Thence North, a distance of 1.17 feet to a point lying on a line, 0.04 feet North of and parallel to the North face of the parking structure;

Thence West along said parallel line, a distance of 64.93 feet;

Thence North, a distance of 302.70 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 7.17 feet;

Thence North, a distance of 21.46 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 203.94 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 247.88 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 86.95 feet to a point on a non-tangent curve, concave Southeasterly and having a radius of 900.00 feet, the radius point of which bears South 59 degrees 23 minutes 55 seconds East;

Thence Southwesterly along the arc of said curve, through a central angle of 02 degrees 01 minutes 23 seconds, a distance of 31.78 feet;

Thence leaving said curve South 89 degrees 36 minutes 19 seconds West, a distance of 137.63 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4B:

A non-exclusive easement as created in Cross Easement Agreement recorded in Recording No. 93-0847328, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 820.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way of South Longmore Road and the TRUE POINT OF BEGINNING;

Thence North 00 degrees 23 minutes 41 seconds West, a distance of 43.56 feet along said East right-of-way to a point on a non-tangent curve concave to the Northeast and having a radius of 25.00 feet, the radius point of which bears North 43 degrees 55 minutes 32 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 44 degrees 18 minutes 24 seconds, a distance of 19.33 feet to a point of tangency;

Thence North 89 degrees 37 minutes 09 seconds East, a distance of 93.25 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 25.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 62 degrees 49 minutes 32 seconds, a distance of 27.41 feet to a point of tangency;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 4.98 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 925.00 feet, the radius point of which bears South 58 degrees 42 minutes 09 seconds East;

Thence Northeasterly along the arc of said curve through a central angle of 05 degrees 35 minutes 55 seconds, a distance of 90.39 feet to a point on the arc;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 50.53 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 875.00 feet, the radius point of which bears South 53 degrees 34 minutes 13 seconds East;

Thence Southwesterly along the arc of said curve through a central angle of 04 degrees 51 minutes 20 seconds, a distance of 74.15 feet to a point on the arc;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 29.19 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 900.00 feet, the radius point of which bears South 59 degrees 23 minutes 56 seconds East;

Thence Southwesterly along the arc of said curve through a central angle of 02 degrees 01 minutes 23 seconds, a distance of 31.78 feet to a point on the arc;

Thence South 89 degrees 36 minutes 19 seconds West, a distance of 137.63 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5A:

That portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 820.00 feet;

Thence North 89 degrees 36. minutes 19 seconds East, a distance of 57.00 feet to a point on the East right-of-way line of South Longmore Road, the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 36 minutes 19 seconds East, a distance of 125.63 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 900.00 feet, the radius point of which bears South 61 degrees 25 minutes 19 seconds East;

Thence Northeasterly along the arc of said curve through a central angle of 02 degrees 01 minutes 23 seconds, a distance of 31.78 feet to a point on the arc;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 86.95 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 247.88 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 203.94 feet;

Thence South, a distance of 21.46 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 7.17 feet;

Thence South, a distance of 302.70 feet;

Thence West, a distance of 215.53 feet to a point on the East right-of-way of South Longmore Road;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way line, a distance of 159.36 feet;

Thence North 04 degrees 10 minutes 45 seconds East along said East right-of-way line, a distance of 150.48 feet;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way line, a distance of 161.50 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5B:

That portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 32;

Thence South 00 degrees 00 minutes 05 seconds West along the East line of said Section 32, a distance of 800.00 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet to a point on the West right-of-way of Alma School Road, according to Docket 10639, Page 1176 and in Recording No. 86-143917, records of Maricopa County, Arizona, said point being the TRUE POINT OF BEGINNING;

Thence South 00 degrees 00 minutes 05 seconds West along said West right-of-way, a distance of 699.50 feet;

Thence South 04 degrees 36 minutes 21 seconds West along said West right-of-way line as further described in Docket 11445, Page 506, records of Maricopa County, Arizona, a distance of 149.48 feet;

Thence South 00 degrees 00 minutes 05 seconds West along said West right-of-way line, a distance of 76.51 feet;

Thence North 89 degrees 59 minutes 55 seconds West along the property line of Broadway Parcel, as described in Docket 13853, Page 925, and in Recording No. 86-143917, records of Maricopa County, Arizona, a distance of 179.14 feet;

Thence North 57 degrees 05 minutes 00 seconds West along said property line, a distance of 19.22 feet to a point, on a non-tangent curve concave Northwesterly and having a radius of 525.00 feet, the radius point of which bears North 57 degrees 04 minutes 57 seconds West;

Thence Northeasterly along the arc of said curve through a central angle of 26 degrees 09 minutes 27 seconds, a distance of 239.68 feet to a point on the arc;

Thence along said property line, traversing the following courses and distances:

Thence North 67 degrees 29 minutes 55 seconds West, a distance of 588.11 feet;

Thence South 70 degrees 00 minutes 05 seconds West, a distance of 41.28 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 263.73 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 35.00 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 104.45 feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 60.28 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 86.98 Feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 366.54 feet;

Thence South 25 degrees 57 minutes 01 seconds East, a distance of 66.48 feet;

Thence South 64 degrees 02 minutes 59 seconds West, a distance of 8.75 feet;

Thence South 25 degrees 57 minutes 01 seconds East, a distance of 74.00 feet;

Thence North 64 degrees 02 minutes 59 seconds East, a distance of 153.62 feet;

Thence South 25 degrees 57 minutes 01 seconds East, a distance of 129.18 feet to a point on the North line of the Superstition Freeway right-of-way as described in Docket 12215, Page 814, records of Maricopa County, Arizona;

Thence South 82 degrees 43 minutes 07 seconds West (South 83 degrees 43 minutes 12 seconds West, record) along said North right-of-way line, a distance of 1036.35 feet;

Thence South 85 degrees 23 minutes 15 seconds West (South 86 degrees 23 minutes 38 seconds West, record) along said North right-of-way line, a distance of 174.04 feet (174.73 feet, record);

Thence North 05 degrees 28 minutes 15 seconds West (North 05 degrees 43 minutes 24 seconds West, record) along the right-of-way of Superstition Freeway, a distance of 301.23 feet (302.39 feet record) to a point on the East right-of-way line of Longmore Road as described in Docket 11445, Page 508, records of Maricopa County, Arizona;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way line, a distance of 155.26 feet;

Thence leaving said right-of-way, North 89 degrees 36 minutes 19 seconds East, a distance of 153.38 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 700.00 feet, the radius point of which bears North 54 degrees 21 minutes 04 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 27 degrees 36 minutes 16 seconds, a distance of 337.25 feet to the beginning of a compound curve concave Northeasterly and having a radius of 550.00 feet;

Thence Southeasterly along the arc of said curve through a central angle of 00 degrees 46 minutes 24 seconds, a distance of 7.42 feet to a point on the arc;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 127.01 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 77.18 feet;

Thence Northeasterly along the arc of said curve through a central angle of 45 degrees 00 minutes 00 seconds, a distance of 60.61 feet to a point of tangency;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 348.65 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 45.68 feet;

Thence Northeasterly along the arc of said curve through a central angle of 26 degrees 33 minutes 54 seconds, a distance of 21.18 feet to a point of tangency;

Thence North 71 degrees 33 minutes 59 seconds East, a distance of 81.34 feet;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 76.40 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 421.23 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 217.46 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 100.00 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 227.50 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 40.00 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 47.75 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 189.10 feet;

Thence North 21 degrees 32 minutes 56 seconds West, a distance of 453.83 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 575.00 feet, the radius point of which bears South 29 degrees 40 minutes 56 seconds East;

Thence Southwesterly along the arc of said curve through a central angle of 07 degrees 40 minutes 35 seconds, a distance of 77.04 feet to a point on the arc;

Thence South 14 degrees 59 minutes 55 seconds East, a distance of 243.79 feet;

Thence South 68 degrees 27 minutes 04 seconds West, a distance of 17.85 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 262.59 feet;

Thence North 47 degrees 36 minutes 19 seconds East, a distance of 90.31 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 625.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 41 degrees 17 minutes 47 seconds, a distance of 450.47 feet to a point of tangency;

Thence North 88 degrees 54 minutes 06 seconds East, a distance of 41.16 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 19.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds, a distance or 29.85 feet to a point of tangency;

Thence North 01 degrees 05 minutes 54 seconds West, a distance of 209.00 feet to a point on the South right-of-way line of Southern Avenue as described in Docket 10700, Page 695, records of Maricopa County, Arizona;

Thence North 88 degrees 54 minutes 05 seconds East along said South right-of-way line, a distance of 44.00 feet;

Thence South 01 degrees 05 minutes 54 seconds East along the property line of Sears Parcel as described in Docket 11086, Page 76, records of Maricopa County, Arizona, a distance of 253.00 feet;

Thence continuing along said property line, traversing the following courses and distances, South 07 degrees 47 minutes 24 seconds East, a distance of 530.10 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 416.00 feet;

Thence North 64 degrees 56 minutes 52 seconds East, a distance of 414.43 feet;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 182.83 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 176.50 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5C:

A non-exclusive easement as created in Cross Easement Agreement recorded in Recording No. 93-0847328, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 820.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way of South Longmore Road and the TRUE POINT OF BEGINNING;

Thence North 00degrees 23 minutes 41 seconds West, a distance of 43.56 feet along said East right-of-way to a point on a non-tangent curve concave to the Northeast and having a radius of 25.00 feet, the radius point of which bears North 43 degrees 55 minutes 32 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 44 degrees 18 minutes 24 seconds, a distance of 19.33 feet to a point of tangency;

Thence North 89 degrees 37 minutes 09 seconds East, a distance of 93.25 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 25.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 62 degrees 49 minutes 32 seconds, a distance of 27.41 feet to a point of tangency;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 4.98 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 925.00 feet, the radius point of which bears South 58 degrees 42 minutes 09 seconds East;

Thence Northeasterly along the arc of said curve through a central angle of 05 degrees 35 minutes 55 seconds, a distance of 90.39 feet to a point on the arc;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 50.53 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 875.00 feet, the radius point of which bears South 53 degrees 34 minutes 13 seconds East;

Thence Southwesterly along the arc of said curve through a central angle of 04 degrees 51 minutes 20 seconds, a distance of 74.15 feet to a point on the arc;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 29.19 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 900.00 feet, the radius point of which bears South 59 degrees 23 minutes 56 seconds East;

Thence Southwesterly along the arc of said curve through a central angle of 02 degrees 01 minutes 23 seconds, a distance of 31.78 feet to a point on the arc;

Thence South 89 degrees 36 minutes 19 seconds West, a distance of 137.63 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5D:

A non-exclusive easement as created in Cross Easement Agreement recorded in Recording No. 93-0847329, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 1885.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way of South Longmore Road, and the TRUE POINT OF BEGINNING;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way, a distance of 43.29 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 24.50 feet, the radius point of which bears North 43 degrees 17 minutes 26 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 43 degrees 31 minutes 10 seconds, a distance of 18.61 feet to a point of tangency;

Thence North 89 degrees 46 minutes 16 seconds East, a distance of 45.19 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 20.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 115 degrees 04 minutes 52 seconds, a distance of 40.17 feet to a point of tangency;

Thence North 61 degrees 51 minutes 16 seconds East, a distance of 53.56 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 675.00 feet, the radius point of which bears North 61 degrees 51 minutes 15 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 34 degrees 40 minutes 11 seconds, a distance of 408.44 feet to a point on the arc;

Thence South 00 degrees 00 minutes 05 seconds West, a distance 27.96 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 550.00 feet, the radius point of which bears North 25 degrees 58 minutes 24 seconds East;

Thence Northwesterly along the arc of said curve through a central angle of 00 degrees 46 minutes 24 seconds, a distance of 7.42 feet to the beginning of a compound curve concave Northeasterly and having a radius of 700.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 27 degrees 36 minutes 16 seconds, a distance of 337.25 feet to a point on the arc;

Thence South 89 degrees 36 minutes 19 seconds West, a distance of 153.38 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5E:

A non-exclusive easement created in Easement Agreement recorded in Recording No. 93-0847327, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West of said fractional portion and monument line of Longmore Road, according to Docket 11145, Page 508, records of Maricopa County, Arizona, a distance of 1885.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 229.29 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 675.00 feet, the radius point of which bears North 52 degrees 50 minutes 13 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 09 degrees 33 minutes 19 seconds, a distance of 112.57 feet to a point on the arc, and the TRUE POINT OF BEGINNING;

Thence North 45 degrees 11 minutes 40 seconds East, a distance of 281.94 feet;

Thence North 44 degrees 48 minutes 20 seconds West, a distance of 5.50 feet to a point on a non-tangent curve concave Northwesterly and having a radius of 21.00 feet, the radius point of which bears North 44 degrees 48 minutes 20 seconds West;

Thence Northeasterly along the arc of said curve through a central angle of 90 degrees 09 minutes 26 seconds, a distance of 33.04 feet to a point of tangency;

Thence North 44 degrees 57 minutes 46 seconds West, a distance of 264.98 feet to the beginning of a tangent curve Southeasterly and having a radius of 59.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 89 degrees 57 minutes 26 seconds, a distance of 92.63 feet to a point of tangency;

Thence North 44 degrees 59 minutes 40 seconds East, a distance of 243.36 feet;

Thence East, a distance of 53.73 feet;

Thence South 44 degrees 59 minutes 40 seconds West, a distance of 281.35 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 21.00 feet;

Thence Southwesterly along the arc of said curve through a central angle of 89 degrees 57 minutes 26 seconds, a distance of 32.97 feet to a point of tangency;

Thence South 44 degrees 57 minutes 46 seconds East, a distance of 264.98 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 59.00 feet;

Thence Southwesterly along the arc of said curve through a central angle of 90 degrees 09 minutes 26 seconds, a distance of 92.84 feet to a point of tangency;

Thence North 44 degrees 48 minutes 20 seconds West, a distance of 5.50 feet;

Thence South 45 degrees 11 minutes 40 seconds West, a distance of 280.50 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 675.00 feet, the radius point of which bears North 40 degrees 59 minutes 11 seconds East;

Thence Northwesterly along the arc of said curve through a central angle of 02 degrees 17 minutes 43 seconds, a distance of 27.04 feet to a point on the arc, and the TRUE POINT OF BEGINNING.

PARCEL NO. 5F:

A non-exclusive easement as created in Easement Agreement recorded in Recording No. 93-0847326, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 820.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 211.33 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 875.00 feet, the radius point of which bears South 60 degrees 30 minutes 41 seconds East;

Thence Northeasterly along the arc of said curve through a central angle of 04 degrees 49 minutes 15 seconds, a distance of 73.62 feet to a point on the arc, and the TRUE POINT OF BEGINNING;

Thence continuing Northeasterly along the arc of said curve through a central angle of 02 degrees 04 minutes 57 seconds, a distance of 31.80 feet to a point on the arc;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 246.00 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 6.20 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 318.76 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 197.76 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 28.90 feet;

Thence South 44 degrees 59 minutes 40 seconds West, a distance of 8.99 feet;

Thence West, a distance of 53.73 feet;

Thence North 44 degrees 59 minutes 40 seconds East, a distance of 159.07 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 48.13 feet;

Thence Northeasterly along the arc of said curve through a central angle of 89 degrees 59 minutes 35 seconds, a distance of 75.60 feet to a point of tangency;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 502.18 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 6:

That part of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast corner of Section 32;

Thence South 00 degrees 00 minutes 05 seconds West, along the East section line, a distance of 1840.00 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet to the West right-of-way line of South Alma School Road to the TRUE POINT OF BEGINNING;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 148.83 feet along said West right-of-way line described in Docket 11445, Page 506, records of Maricopa County, Arizona;

Thence South 88 degrees 57 minutes 53 seconds West, a distance of 515.79 feet;

Thence North 25 degrees 57 minutes 01 seconds West, a distance of 44.41 feet;

Thence North 64 degrees 02 minutes 59 seconds East, a distance of 130.00 feet to a curve;

Thence along said curve to the left, having a radius of 525.00 feet, a central angle of 19 degrees 06 minutes 05 seconds, an arc distance of 175.03 feet to the point of reverse curvature;

Thence along said curve to the right, with a radius of 15.00 feet, a central angle of 77 degrees 20 minutes 56 seconds and an arc distance of 20.25 feet to the point of reverse curvature;

Thence along said curve to the left, having a radius of 271.00 feet, a central angle of 32 degrees 17 minutes 45 seconds and an arc distance of 152.75 feet to the point of tangent on said curve;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 113.00 feet to the West right-of-way line of South Alma School Road to the TRUE POINT OF BEGINNING;

EXCEPT any portion of above described property as set forth in Document No 2001-0233645, records of Maricopa County, Arizona; and

EXCEPT any portion lying East of described line:

Commencing at a brass cap in a handhole marking the Northeast corner of said Section 32, from which a 1-inch iron pipe marking the East quarter corner bears South 00 degrees 57 minutes 21 seconds West 2642.00 feet;

Thence along the East line of said Section 32, South 00 degrees 57 minutes 21 seconds West, a distance of 1859.78 feet;

Thence North 89 degrees 02 minutes 39 seconds West, a distance of 67.00 feet to an existing West right-of-way line Alma School Road also being the East line of above described property and the POINT OF BEGINNING;

Thence South 03 degrees 02 minutes 02 seconds West, a distance of 359.65 feet to the point of juncture of said existing West right-of-way line of Alma School Road and the existing North right-of-way line of U.S. Highway 60 (Superstition Freeway) and the POINT OF ENDING.

PARCEL NO. 7:

Easements for ingress, egress, the passage and parking of vehicles, the passage and accommodations of pedestrians, separate and common utility lines, construction, reconstruction, redevelopment, erection, removal and maintenance as created, defined, located and limited in Articles II and III of Construction, Operation and Reciprocal Easement Agreement recorded in Docket 13697, Page 73, Affidavit, correcting legal description, recorded in Docket 16122, Page 357, First Amendment recorded in Docket 16519, Page 444, Second Amendment recorded in Document No. 93-0847325, and in Document No. 94-0248688, records of Maricopa County, Arizona.

Exhibit B

Map of property to be included in the District

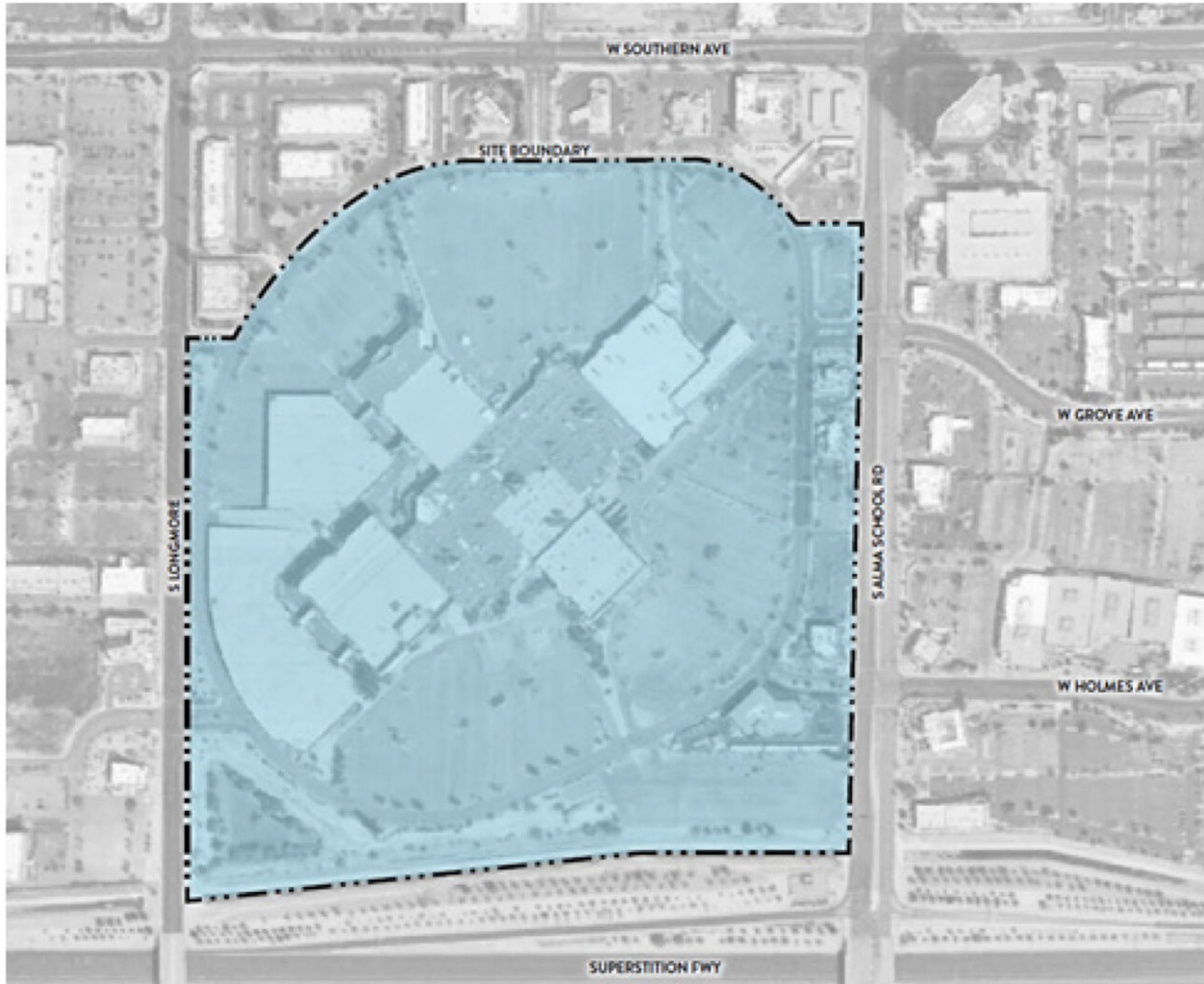


Exhibit C

Title Report or County Assessor information regarding owners of property in the District



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Kenneth D. DeGiorgio
President

Lisa W. Cornehl
Secretary

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

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Form 50126904 (5-31-22)





COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; 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.

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

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

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Form 50126904 (5-31-22)





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.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

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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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Form 50126904 (5-31-22)





File Number: 06209368-128-CM

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

Issuing Agent: Landmark Title Assurance Agency of Arizona LLC
 Issuing Office: 2555 E. Camelback Road, Suite 275, Phoenix, AZ
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Issuing Office File Number: 06209368-128-CM (CB)
 Property Address: 1445 W. Southern Avenue - Fiesta Mall Land, Mesa, AZ 85202
 Revision Number:

SCHEDULE A

1. Commitment Date: **November 4, 2025**
2. Policy to be issued:
 - (a) **ALTA Extended Owner's Policy (7-1-21)**
 Proposed Insured: **PROPOSED**
 Proposed Amount of Insurance: **\$0.00**
 The estate or interest to be insured: **A FEE**
 - (b) **None**
 Proposed Insured:
 Proposed Amount of Insurance: **\$0.00**
 The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:
A FEE, as to Parcel Nos. 1, 2, 3A, 4A, 5A, 5B and 6; AN EASEMENT, as to Parcel No. 3B, 4B, 5C, 5D, 5E, 5F and 7
4. The Title is, at the Commitment Date, vested in:
Verde Fiesta I, LLC, an Arizona limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

By: 
 Authorized Countersignature

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File Number: 06209368-128-CM

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

That portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 32;

Thence South 00 degrees 00 minutes 05 seconds west, a distance of 800.00 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 176.50 feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 182.83 feet;

Thence South 64 degrees 56 minutes 52 seconds West, a distance of 414.43 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 416.00 feet;

Thence North 07 degrees 47 minutes 24 seconds West, a distance of 530.10 feet;

Thence North 01 degrees 05 minutes 54 seconds West, a distance of 253.00 feet;

Thence North 88 degrees 54 minutes 06 seconds East, a distance of 44.00 feet;

Thence South 01 degrees 05 minutes 54 seconds East, a distance of 209.50 feet to a point of curvature of a curve to the left, having a radius of 19.00 feet, a tangent length of 19.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 29.85 feet;

Thence North 88 degrees 54 minutes 06 seconds East, a distance of 372.84 feet to the point of curvature of a curve to the right, having a radius of 349.50 feet, a tangent length of 225.17 feet, a central angle of 65 degrees 35 minutes 07 seconds, an arc distance of 400.07 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 164.02 feet;

Thence South 04 degrees 34 minutes 31 seconds West, a distance of 43.64 feet;

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File Number: 06209368-128-CM

EXHIBIT A
(Continued)

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 251.50 feet to the TRUE POINT OF BEGINNING;

EXCEPT any portion lying within the North 55.00 feet thereof; and

EXCEPT that portion conveyed in Quitclaim Deed recorded in Recording No. 87-023102, described as follows:

That portion of the Northeast quarter of the Northeast quarter of said Section 32, described as follows:

Commencing at the Northeast corner of said Section 32;

Thence South 00 degrees 00 minutes 05 seconds West along the East section line of said Section 32, a distance of 800.48 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 59 minutes 55 seconds West, a distance 12.00 feet;

Thence North 00 degrees 00 minutes 05 seconds East parallel to the East section line of said Section 32, a distance of 251.50 feet;

Thence North 04 degrees 34 minutes 31 seconds East, a distance of 43.64 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 12.00 feet;

Thence South 04 degrees 34 minutes 31 seconds West, a distance of 43.64 feet;

Thence South 00 degrees 00 minutes 05 seconds West parallel to the East section line of said Section 32, a distance of 251.50 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

That part of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast corner of said Section 32;

Thence South 00 degrees 00 minutes 05 seconds West along the East line of said Section 32, 1840.00 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet to a point on the West right-of-way line of South Alma School Road and the TRUE POINT OF BEGINNING;

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EXHIBIT A
(Continued)

Thence continuing North 89 degrees 59 minutes 55 seconds West, a distance of 113.00 feet to the point of curvature of a curve;

Thence along said curve to the right, having a radius of 271.00 feet and a central angle of 32 degrees 17 minutes 45 seconds, an arc distance of 152.75 feet to the point of reverse curvature of said curve;

Thence along said curve to the left, having a radius of 15.00 feet, a central angle of 77 degrees 20 minutes 56 seconds, an arc distance of 20.25 feet to the point of reverse curvature of said curve;

Thence along said curve to the right, having a radius of 525.00 feet, a central angle of 19 degrees 06 minutes 05 seconds, an arc distance of 175.03 feet to the point of tangency of said curve;

Thence South 64 degrees 02 minutes 59 seconds West, a distance of 130.00 feet;

Thence South 25 degrees 57 minutes 01 second East, a distance of 44.41 feet;

Thence North 88 degrees 57 minutes 53 seconds East, a distance of 515.79 feet to a point on the West right-of-way line of South Alma School Road;

Thence South 00 degrees 00 minutes 05 seconds West along said West right-of-way line, as described in instrument recorded in Docket 11445, Page 506, records of Maricopa County, Arizona, a distance of 98.07 feet;

Thence South 04 degrees 45 minutes 33 seconds West along the West right-of-way line of the Superstition Freeway, a distance of 132.62 feet;

Thence South 88 degrees 57 minutes 53 seconds West along the North right-of-way line of the Superstition Freeway, a distance of 603.23 feet;

Thence South 82 degrees 43 minutes 07 seconds West along said North right-of-way line, a distance of 20.65 feet;

Thence North 25 degrees 57 minutes 01 second West, a distance of 129.18 feet;

Thence South 64 degrees 02 minutes 59 seconds West, a distance of 153.62 feet;

Thence North 25 degrees 57 minutes 01 second West, a distance of 74.00 feet;

Thence North 64 degrees 02 minutes 59 seconds East, a distance of 8.75 feet;

Thence North 25 degrees 57 minutes 01 second West, a distance of 66.48 feet;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 366.54 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 86.98 feet;

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File Number: 06209368-128-CM

EXHIBIT A
(Continued)

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 60.28 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 104.45 feet (measured) 104.51 feet (record);

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 35.00 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 263.73 feet;

Thence North 70 degrees 00 minutes 05 seconds East, a distance of 41.28 feet;

Thence South 67 degrees 29 minutes 55 seconds East, a distance of 588.11 feet to a point on a curve;

Thence along said curve to the right, having a radius of 525.00 feet, a central angle of 26 degrees 09 minutes 27 seconds, a tangent bearing of South 06 degrees 45 minutes 33 seconds West, and an arc distance of 239.68 feet;

Thence South 57 degrees 05 minutes 00 seconds East, a distance of 19.22 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 191.14 feet to a point on the West right-of-way line of South Alma School Road;

Thence South 00 degrees 00 minutes 05 seconds West along said West right-of-way line as described in instrument recorded in Docket 11445, Page 506, records of Maricopa County, Arizona, a distance of 115.00 feet to the TRUE POINT OF BEGINNING;

EXCEPT that portion which lies East of that certain line described following, as conveyed to the State of Arizona in Order for Immediate Possession recorded in Recording No. 2001-0398086, and Amended Order of Immediate Possession recorded in Recording No. 2001-0894532, records of Maricopa County, Arizona:

Line Description:

Commencing at a brass cap in a hand hole marking the Northeast corner of said Section 32, from which a 1-inch iron pipe marking the East quarter corner of said Section 32 bears South 00 degrees 57 minutes 21 seconds West, 2642.68 feet;

Thence South 00 degrees 57 minutes 21 seconds West along the East line of said Section 32, a distance of 1859.78 feet;

Thence North 89 degrees 02 minutes 39 seconds West, a distance of 67.00 feet to a point on the existing West right-of-way line of Alma School Road and the TRUE POINT OF BEGINNING of said line;

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EXHIBIT A
(Continued)

Thence South 03 degrees 02 minutes 02 seconds West, a distance of 359.65 feet to the point of juncture of said existing West right-of-way line of Alma School Road and the existing North right-of-way line of US Highway 60 (Superstition Freeway) and the TERMINUS of said line; and

EXCEPT that portion conveyed to the City of Mesa, an Arizona municipal corporation, in Quit-Claim Deed recorded in Recording No. 86-666165, described as follows:

Commencing at the Northeast corner of said Section 32;

Thence South 00 degrees 00 minutes 05 seconds West along the East line of said Section 32, 1840.00 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 40.26 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 00 degrees 00 minutes 05 seconds East, a distance of 74.82 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 12.00 feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 74.82 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 12.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 3A:

A parcel of land located in the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more fully described as follows:

Commencing at the North quarter corner of Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of South Longmore Road as described in Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 1885.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way line of South Longmore Road and the TRUE POINT OF BEGINNING;

Thence North 00 degrees 23 minutes 41 seconds West, a distance of 594.14 feet along said right-of-way line;

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EXHIBIT A
(Continued)

Thence East, along a line 0.04 feet North of and parallel to the North face of a parking structure, a distance of 280.46 feet;

Thence South 1.17 feet, to the center of a joint between the slabs of the parking deck;

Thence East, along the center of said joint and extension thereof, a distance of 230.58 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 383.34 feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 76.40 feet;

Thence South 71 degrees 33 minutes 59 seconds West, a distance of 81.34 feet to the point of curvature of a tangent curve concave Southeasterly and having a radius of 45.68 feet;

Thence Southwesterly along the arc of said curve through a central angle of 26 degrees 33 minutes 54 seconds, a distance of 21.18 feet to the point of tangency of said curve;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 348.65 feet to the point of curvature of a tangent curve concave Southeasterly and having a radius of 77.18 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 45 degrees 00 minutes 00 seconds, a distance of 60.61 feet to the point of tangency of said curve;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 127.01 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 550.00 feet, the radius point of which bears North 25 degrees 58 minutes 24 seconds East;

Thence Northwesterly along the arc of said curve through a central angle of 00 degrees 46 minutes 24 seconds, a distance of 7.42 feet to the beginning of a compound curve, concave Northeasterly and having a radius of 700.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 27 degrees 36 minutes 16 seconds, a distance of 337.25 feet;

Thence leaving said compound curve South 89 degrees 36 minutes 19 seconds West, a distance of 153.38 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 3B:

A non-exclusive easement as created in Cross Easement Agreement recorded in Recording No. 93-0847329, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from,

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File Number: 06209368-128-CM

EXHIBIT A
(Continued)

over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 1885.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way of South Longmore Road, and the TRUE POINT OF BEGINNING;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way, a distance of 43.29 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 24.50 feet, the radius point of which bears North 43 degrees 17 minutes 26 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 43 degrees 31 minutes 10 seconds, a distance of 18.61 feet to a point of tangency;

Thence North 89 degrees 46 minutes 16 seconds East, a distance of 45.19 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 20.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 115 degrees 04 minutes 52 seconds, a distance of 40.17 feet to a point of tangency;

Thence North 61 degrees 51 minutes 16 seconds East, a distance of 53.56 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 675.00 feet, the radius point of which bears North 61 degrees 51 minutes 15 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 34 degrees 40 minutes 11 seconds, a distance of 408.44 feet to a point on the arc;

Thence South 00 degrees 00 minutes 05 seconds West, a distance 27.96 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 550.00 feet, the radius point of which bears North 25 degrees 58 minutes 24 seconds East;

Thence Northwesterly along the arc of said curve through a central angle of 00 degrees 46 minutes 24 seconds, a distance of 7.42 feet to the beginning of a compound curve concave Northeasterly and having a radius of 700.00 feet;

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EXHIBIT A
(Continued)

Thence Northwesterly along the arc of said curve through a central angle of 27 degrees 36 minutes 16 seconds, a distance of 337.25 feet to a point on the arc;

Thence South 89 degrees 36 minutes 19 seconds West, a distance of 153.38 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4A:

That portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of South Longmore Road as described in Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 820.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way line of South Longmore Road and the TRUE POINT OF BEGINNING;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way line, a distance of 50.00 feet;

Thence leaving said East right-of-way North 89 degrees 36 minutes 19 seconds East, a distance of 137.93 feet to a point on a non-tangent curve, concave Southeasterly and having a radius of 925.00 feet, the radius point of which bears South 58 degrees 42 minutes 09 seconds East;

Thence Northeasterly along the arc of said curve, through a central angle of 16 degrees 18 minutes 28 seconds, a distance of 263.28 feet;

Thence North 47 degrees 36 minutes 19 seconds East, a distance of 95.13 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 262.59 feet;

Thence North 68 degrees 27 minutes 04 seconds East, a distance of 17.85 feet;

Thence North 14 degrees 59 minutes 55 seconds West, a distance of 243.79 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 575.00 feet, the radius point of which bears South 37 degrees 21 minutes 30 seconds East;

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EXHIBIT A
(Continued)

Thence Northeasterly along the arc of said curve through a central angle of 07 degrees 40 minutes 35 seconds, a distance of 77.04 feet;

Thence leaving said curve South 21 degrees 32 minutes 56 seconds East, a distance of 453.83 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 189.10 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 47.75 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 40.00 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance 227.50 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 100.00 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 217.46 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 37.89 feet to a point lying on the projected alignment of the center joint between the slabs of parking deck;

Thence West along said projection and said center of joint, a distance of 230.58 feet;

Thence North, a distance of 1.17 feet to a point lying on a line, 0.04 feet North of and parallel to the North face of the parking structure;

Thence West along said parallel line, a distance of 64.93 feet;

Thence North, a distance of 302.70 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 7.17 feet;

Thence North, a distance of 21.46 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 203.94 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 247.88 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 86.95 feet to a point on a non-tangent curve, concave Southeasterly and having a radius of 900.00 feet, the radius point of which bears South 59 degrees 23 minutes 55 seconds East;

Thence Southwesterly along the arc of said curve, through a central angle of 02 degrees 01 minutes 23 seconds, a distance of 31.78 feet;

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EXHIBIT A
(Continued)

Thence leaving said curve South 89 degrees 36 minutes 19 seconds West, a distance of 137.63 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4B:

A non-exclusive easement as created in Cross Easement Agreement recorded in Recording No. 93-0847328, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 820.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way of South Longmore Road and the TRUE POINT OF BEGINNING;

Thence North 00degrees 23 minutes 41 seconds West, a distance of 43.56 feet along said East right-of-way to a point on a non-tangent curve concave to the Northeast and having a radius of 25.00 feet, the radius point of which bears North 43 degrees 55 minutes 32 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 44 degrees 18 minutes 24 seconds, a distance of 19.33 feet to a point of tangency;

Thence North 89 degrees 37 minutes 09 seconds East, a distance of 93.25 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 25.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 62 degrees 49 minutes 32 seconds, a distance of 27.41 feet to a point of tangency;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 4.98 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 925.00 feet, the radius point of which bears South 58 degrees 42 minutes 09 seconds East;

Thence Northeasterly along the arc of said curve through a central angle of 05 degrees 35 minutes 55 seconds, a distance of 90.39 feet to a point on the arc;

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EXHIBIT A
(Continued)

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 50.53 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 875.00 feet, the radius point of which bears South 53 degrees 34 minutes 13 seconds East;

Thence Southwesterly along the arc of said curve through a central angle of 04 degrees 51 minutes 20 seconds, a distance of 74.15 feet to a point on the arc;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 29.19 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 900.00 feet, the radius point of which bears South 59 degrees 23 minutes 56 seconds East;

Thence Southwesterly along the arc of said curve through a central angle of 02 degrees 01 minutes 23 seconds, a distance of 31.78 feet to a point on the arc;

Thence South 89 degrees 36 minutes 19 seconds West, a distance of 137.63 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5A:

That portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 820.00 feet;

Thence North 89 degrees 36. minutes 19 seconds East, a distance of 57.00 feet to a point on the East right-of-way line of South Longmore Road, the TRUE POINT OF BEGINNING;

Thence continuing North 89 degrees 36 minutes 19 seconds East, a distance of 125.63 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 900.00 feet, the radius point of which bears South 61 degrees 25 minutes 19 seconds East;

Thence Northeasterly along the arc of said curve through a central angle of 02 degrees 01 minutes 23 seconds, a distance of 31.78 feet to a point on the arc;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 86.95 feet;

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EXHIBIT A
(Continued)

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 247.88 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 203.94 feet;

Thence South, a distance of 21.46 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 7.17 feet;

Thence South, a distance of 302.70 feet;

Thence West, a distance of 215.53 feet to a point on the East right-of-way of South Longmore Road;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way line, a distance of 159.36 feet;

Thence North 04 degrees 10 minutes 45 seconds East along said East right-of-way line, a distance of 150.48 feet;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way line, a distance of 161.50 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5B:

That portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 32;

Thence South 00 degrees 00 minutes 05 seconds West along the East line of said Section 32, a distance of 800.00 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet to a point on the West right-of-way of Alma School Road, according to Docket 10639, Page 1176 and in Recording No. 86-143917, records of Maricopa County, Arizona, said point being the TRUE POINT OF BEGINNING;

Thence South 00 degrees 00 minutes 05 seconds West along said West right-of-way, a distance of 699.50 feet;

Thence South 04 degrees 36 minutes 21 seconds West along said West right-of-way line as further described in Docket 11445, Page 506, records of Maricopa County, Arizona, a distance of 149.48 feet;

Thence South 00 degrees 00 minutes 05 seconds West along said West right-of-way line, a distance of 76.51 feet;

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EXHIBIT A
(Continued)

Thence North 89 degrees 59 minutes 55 seconds West along the property line of Broadway Parcel, as described in Docket 13853, Page 925, and in Recording No. 86-143917, records of Maricopa County, Arizona, a distance of 179.14 feet;

Thence North 57 degrees 05 minutes 00 seconds West along said property line, a distance of 19.22 feet to a point, on a non-tangent curve concave Northwesterly and having a radius of 525.00 feet, the radius point of which bears North 57 degrees 04 minutes 57 seconds West;

Thence Northeasterly along the arc of said curve through a central angle of 26 degrees 09 minutes 27 seconds, a distance of 239.68 feet to a point on the arc;

Thence along said property line, traversing the following courses and distances:

Thence North 67 degrees 29 minutes 55 seconds West, a distance of 588.11 feet;

Thence South 70 degrees 00 minutes 05 seconds West, a distance of 41.28 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 263.73 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 35.00 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 104.45 feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 60.28 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 86.98 Feet;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 366.54 feet;

Thence South 25 degrees 57 minutes 01 seconds East, a distance of 66.48 feet;

Thence South 64 degrees 02 minutes 59 seconds West, a distance of 8.75 feet;

Thence South 25 degrees 57 minutes 01 seconds East, a distance of 74.00 feet;

Thence North 64 degrees 02 minutes 59 seconds East, a distance of 153.62 feet;

Thence South 25 degrees 57 minutes 01 seconds East, a distance of 129.18 feet to a point on the North line of the Superstition Freeway right-of-way as described in Docket 12215, Page 814, records of Maricopa County, Arizona;

Thence South 82 degrees 43 minutes 07 seconds West (South 83 degrees 43 minutes 12 seconds West, record) along said North right-of-way line, a distance of 1036.35 feet;

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EXHIBIT A
(Continued)

Thence South 85 degrees 23 minutes 15 seconds West (South 86 degrees 23 minutes 38 seconds West, record) along said North right-of-way line, a distance of 174.04 feet (174.73 feet, record);

Thence North 05 degrees 28 minutes 15 seconds West (North 05 degrees 43 minutes 24 seconds West, record) along the right-of-way of Superstition Freeway, a distance of 301.23 feet (302.39 feet record) to a point on the East right-of-way line of Longmore Road as described in Docket 11445, Page 508, records of Maricopa County, Arizona;

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way line, a distance of 155.26 feet;

Thence leaving said right-of-way, North 89 degrees 36 minutes 19 seconds East, a distance of 153.38 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 700.00 feet, the radius point of which bears North 54 degrees 21 minutes 04 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 27 degrees 36 minutes 16 seconds, a distance of 337.25 feet to the beginning of a compound curve concave Northeasterly and having a radius of 550.00 feet;

Thence Southeasterly along the arc of said curve through a central angle of 00 degrees 46 minutes 24 seconds, a distance of 7.42 feet to a point on the arc;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 127.01 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 77.18 feet;

Thence Northeasterly along the arc of said curve through a central angle of 45 degrees 00 minutes 00 seconds, a distance of 60.61 feet to a point of tangency;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 348.65 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 45.68 feet;

Thence Northeasterly along the arc of said curve through a central angle of 26 degrees 33 minutes 54 seconds, a distance of 21.18 feet to a point of tangency;

Thence North 71 degrees 33 minutes 59 seconds East, a distance of 81.34 feet;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 76.40 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 421.23 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 217.46 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 100.00 feet;

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EXHIBIT A
(Continued)

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 227.50 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 40.00 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 47.75 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 189.10 feet;

Thence North 21 degrees 32 minutes 56 seconds West, a distance of 453.83 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 575.00 feet, the radius point of which bears South 29 degrees 40 minutes 56 seconds East;

Thence Southwesterly along the arc of said curve through a central angle of 07 degrees 40 minutes 35 seconds, a distance of 77.04 feet to a point on the arc;

Thence South 14 degrees 59 minutes 55 seconds East, a distance of 243.79 feet;

Thence South 68 degrees 27 minutes 04 seconds West, a distance of 17.85 feet;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 262.59 feet;

Thence North 47 degrees 36 minutes 19 seconds East, a distance of 90.31 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 625.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 41 degrees 17 minutes 47 seconds, a distance of 450.47 feet to a point of tangency;

Thence North 88 degrees 54 minutes 06 seconds East, a distance of 41.16 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 19.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds, a distance of 29.85 feet to a point of tangency;

Thence North 01 degrees 05 minutes 54 seconds West, a distance of 209.00 feet to a point on the South right-of-way line of Southern Avenue as described in Docket 10700, Page 695, records of Maricopa County, Arizona;

Thence North 88 degrees 54 minutes 05 seconds East along said South right-of-way line, a distance of 44.00 feet;

Thence South 01 degrees 05 minutes 54 seconds East along the property line of Sears Parcel as described in Docket 11086, Page 76, records of Maricopa County, Arizona, a distance of 253.00 feet;

Thence continuing along said property line, traversing the following courses and distances, South 07 degrees 47 minutes 24 seconds East, a distance of 530.10 feet;

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EXHIBIT A
(Continued)

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 416.00 feet;

Thence North 64 degrees 56 minutes 52 seconds East, a distance of 414.43 feet;

Thence North 00 degrees 00 minutes 05 seconds East, a distance of 182.83 feet;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 176.50 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5C:

A non-exclusive easement as created in Cross Easement Agreement recorded in Recording No. 93-0847328, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 820.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way of South Longmore Road and the TRUE POINT OF BEGINNING;

Thence North 00 degrees 23 minutes 41 seconds West, a distance of 43.56 feet along said East right-of-way to a point on a non-tangent curve concave to the Northeast and having a radius of 25.00 feet, the radius point of which bears North 43 degrees 55 minutes 32 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 44 degrees 18 minutes 24 seconds, a distance of 19.33 feet to a point of tangency;

Thence North 89 degrees 37 minutes 09 seconds East, a distance of 93.25 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 25.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 62 degrees 49 minutes 32 seconds, a distance of 27.41 feet to a point of tangency;

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EXHIBIT A
(Continued)

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 4.98 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 925.00 feet, the radius point of which bears South 58 degrees 42 minutes 09 seconds East;

Thence Northeasterly along the arc of said curve through a central angle of 05 degrees 35 minutes 55 seconds, a distance of 90.39 feet to a point on the arc;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 50.53 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 875.00 feet, the radius point of which bears South 53 degrees 34 minutes 13 seconds East;

Thence Southwesterly along the arc of said curve through a central angle of 04 degrees 51 minutes 20 seconds, a distance of 74.15 feet to a point on the arc;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 29.19 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 900.00 feet, the radius point of which bears South 59 degrees 23 minutes 56 seconds East;

Thence Southwesterly along the arc of said curve through a central angle of 02 degrees 01 minutes 23 seconds, a distance of 31.78 feet to a point on the arc;

Thence South 89 degrees 36 minutes 19 seconds West, a distance of 137.63 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5D:

A non-exclusive easement as created in Cross Easement Agreement recorded in Recording No. 93-0847329, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 1885.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 45.00 feet to a point on the East right-of-way of South Longmore Road, and the TRUE POINT OF BEGINNING;

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EXHIBIT A
(Continued)

Thence North 00 degrees 23 minutes 41 seconds West along said East right-of-way, a distance of 43.29 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 24.50 feet, the radius point of which bears North 43 degrees 17 minutes 26 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 43 degrees 31 minutes 10 seconds, a distance of 18.61 feet to a point of tangency;

Thence North 89 degrees 46 minutes 16 seconds East, a distance of 45.19 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 20.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 115 degrees 04 minutes 52 seconds, a distance of 40.17 feet to a point of tangency;

Thence North 61 degrees 51 minutes 16 seconds East, a distance of 53.56 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 675.00 feet, the radius point of which bears North 61 degrees 51 minutes 15 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 34 degrees 40 minutes 11 seconds, a distance of 408.44 feet to a point on the arc;

Thence South 00 degrees 00 minutes 05 seconds West, a distance 27.96 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 550.00 feet, the radius point of which bears North 25 degrees 58 minutes 24 seconds East;

Thence Northwesterly along the arc of said curve through a central angle of 00 degrees 46 minutes 24 seconds, a distance of 7.42 feet to the beginning of a compound curve concave Northeasterly and having a radius of 700.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 27 degrees 36 minutes 16 seconds, a distance of 337.25 feet to a point on the arc;

Thence South 89 degrees 36 minutes 19 seconds West, a distance of 153.38 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5E:

A non-exclusive easement created in Easement Agreement recorded in Recording No. 93-0847327, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

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EXHIBIT A
(Continued)

Thence North 88 degrees 54 minutes 06 seconds East along the North of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West of said fractional portion and monument line of Longmore Road, according to Docket 11145, Page 508, records of Maricopa County, Arizona, a distance of 1885.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 229.29 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 675.00 feet, the radius point of which bears North 52 degrees 50 minutes 13 seconds East;

Thence Southeasterly along the arc of said curve through a central angle of 09 degrees 33 minutes 19 seconds, a distance of 112.57 feet to a point on the arc, and the TRUE POINT OF BEGINNING;

Thence North 45 degrees 11 minutes 40 seconds East, a distance of 281.94 feet;

Thence North 44 degrees 48 minutes 20 seconds West, a distance of 5.50 feet to a point on a non-tangent curve concave Northwesterly and having a radius of 21.00 feet, the radius point of which bears North 44 degrees 48 minutes 20 seconds West;

Thence Northeasterly along the arc of said curve through a central angle of 90 degrees 09 minutes 26 seconds, a distance of 33.04 feet to a point of tangency;

Thence North 44 degrees 57 minutes 46 seconds West, a distance of 264.98 feet to the beginning of a tangent curve Southeasterly and having a radius of 59.00 feet;

Thence Northeasterly along the arc of said curve through a central angle of 89 degrees 57 minutes 26 seconds, a distance of 92.63 feet to a point of tangency;

Thence North 44 degrees 59 minutes 40 seconds East, a distance of 243.36 feet;

Thence East, a distance of 53.73 feet;

Thence South 44 degrees 59 minutes 40 seconds West, a distance of 281.35 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 21.00 feet;

Thence Southwesterly along the arc of said curve through a central angle of 89 degrees 57 minutes 26 seconds, a distance of 32.97 feet to a point of tangency;

Thence South 44 degrees 57 minutes 46 seconds East, a distance of 264.98 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 59.00 feet;

Thence Southwesterly along the arc of said curve through a central angle of 90 degrees 09 minutes 26 seconds, a distance of 92.84 feet to a point of tangency;

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EXHIBIT A
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Thence North 44 degrees 48 minutes 20 seconds West, a distance of 5.50 feet;

Thence South 45 degrees 11 minutes 40 seconds West, a distance of 280.50 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 675.00 feet, the radius point of which bears North 40 degrees 59 minutes 11 seconds East;

Thence Northwesterly along the arc of said curve through a central angle of 02 degrees 17 minutes 43 seconds, a distance of 27.04 feet to a point on the arc, and the TRUE POINT OF BEGINNING.

PARCEL NO. 5F:

A non-exclusive easement as created in Easement Agreement recorded in Recording No. 93-0847326, records of Maricopa County, Arizona, for the purpose of vehicular and pedestrian ingress and egress to, from, over and across that portion of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 32;

Thence North 88 degrees 54 minutes 06 seconds East along the North line of said Section 32, a distance of 663.74 feet to the Northwest corner of the East half of the West half of the Northeast quarter of said Section 32;

Thence South 00 degrees 23 minutes 41 seconds East along the West line of said fractional portion and monument line of Longmore Road, according to Docket 11445, Page 508, records of Maricopa County, Arizona, a distance of 820.00 feet;

Thence North 89 degrees 36 minutes 19 seconds East, a distance of 211.33 feet to a point on a non-tangent curve concave Southeasterly and having a radius of 875.00 feet, the radius point of which bears South 60 degrees 30 minutes 41 seconds East;

Thence Northeasterly along the arc of said curve through a central angle of 04 degrees 49 minutes 15 seconds, a distance of 73.62 feet to a point on the arc, and the TRUE POINT OF BEGINNING;

Thence continuing Northeasterly along the arc of said curve through a central angle of 02 degrees 04 minutes 57 seconds, a distance of 31.80 feet to a point on the arc;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 246.00 feet;

Thence North 45 degrees 00 minutes 05 seconds East, a distance of 6.20 feet;

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 318.76 feet;

Thence South 45 degrees 00 minutes 05 seconds West, a distance of 197.76 feet;

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EXHIBIT A
(Continued)

Thence South 44 degrees 59 minutes 55 seconds East, a distance of 28.90 feet;

Thence South 44 degrees 59 minutes 40 seconds West, a distance of 8.99 feet;

Thence West, a distance of 53.73 feet;

Thence North 44 degrees 59 minutes 40 seconds East, a distance of 159.07 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 48.13 feet;

Thence Northeasterly along the arc of said curve through a central angle of 89 degrees 59 minutes 35 seconds, a distance of 75.60 feet to a point of tangency;

Thence North 44 degrees 59 minutes 55 seconds West, a distance of 502.18 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 6:

That part of the Northeast quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast corner of Section 32;

Thence South 00 degrees 00 minutes 05 seconds West, along the East section line, a distance of 1840.00 feet;

Thence North 89 degrees 59 minutes 55 seconds West, a distance of 67.00 feet to the West right-of-way line of South Alma School Road to the TRUE POINT OF BEGINNING;

Thence South 00 degrees 00 minutes 05 seconds West, a distance of 148.83 feet along said West right-of-way line described in Docket 11445, Page 506, records of Maricopa County, Arizona;

Thence South 88 degrees 57 minutes 53 seconds West, a distance of 515.79 feet;

Thence North 25 degrees 57 minutes 01 seconds West, a distance of 44.41 feet;

Thence North 64 degrees 02 minutes 59 seconds East, a distance of 130.00 feet to a curve;

Thence along said curve to the left, having a radius of 525.00 feet, a central angle of 19 degrees 06 minutes 05 seconds, an arc distance of 175.03 feet to the point of reverse curvature;

Thence along said curve to the right, with a radius of 15.00 feet, a central angle of 77 degrees 20 minutes 56 seconds and an arc distance of 20.25 feet to the point of reverse curvature;

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EXHIBIT A
(Continued)

Thence along said curve to the left, having a radius of 271.00 feet, a central angle of 32 degrees 17 minutes 45 seconds and an arc distance of 152.75 feet to the point of tangent on said curve;

Thence South 89 degrees 59 minutes 55 seconds East, a distance of 113.00 feet to the West right-of-way line of South Alma School Road to the TRUE POINT OF BEGINNING;

EXCEPT any portion of above described property as set forth in Document No 2001-0233645, records of Maricopa County, Arizona; and

EXCEPT any portion lying East of described line:

Commencing at a brass cap in a handhole marking the Northeast corner of said Section 32, from which a 1-inch iron pipe marking the East quarter corner bears South 00 degrees 57 minutes 21 seconds West 2642.00 feet;

Thence along the East line of said Section 32, South 00 degrees 57 minutes 21 seconds West, a distance of 1859.78 feet;

Thence North 89 degrees 02 minutes 39 seconds West, a distance of 67.00 feet to an existing West right-of-way line Alma School Road also being the East line of above described property and the POINT OF BEGINNING;

Thence South 03 degrees 02 minutes 02 seconds West, a distance of 359.65 feet to the point of juncture of said existing West right-of-way line of Alma School Road and the existing North right-of-way line of U.S. Highway 60 (Superstition Freeway) and the POINT OF ENDING.

PARCEL NO. 7:

Easements for ingress, egress, the passage and parking of vehicles, the passage and accommodations of pedestrians, separate and common utility lines, construction, reconstruction, redevelopment, erection, removal and maintenance as created, defined, located and limited in Articles II and III of Construction, Operation and Reciprocal Easement Agreement recorded in Docket 13697, Page 73, Affidavit, correcting legal description, recorded in Docket 16122, Page 357, First Amendment recorded in Docket 16519, Page 444, Second Amendment recorded in Document No. 93-0847325, and in Document No. 94-0248688, records of Maricopa County, Arizona.

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File Number: 06209368-128-CM

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.

[ASSESSORS MAP](#)

TAX NOTE:

Year	2025
Parcel No.	134-26-826
Total Tax	\$204,690.96
First Half	\$102,345.48 (UNPAID)
Second Half	\$102,345.48 (UNPAID)
Affects Parcel Nos. 1, 2, 3A, 4A, 5A and 5B	

Year	2025
Parcel No.	134-26-410U
Total Tax	\$49,976.32
First Half	\$24,988.16 (PAID)
Second Half	\$24,988.16 (UNPAID)
Affects Parcel No. 6	

[TAX SHEETS](#)

5. PAY first installment 2025 taxes, now delinquent, plus penalties and interest, if any.
Affects Parcel Nos. 1, 2, 3A, 4A, 5A and 5B
6. FURNISH the Company with Owner’s Affidavit executed by Verde Fiesta I, LLC, an Arizona limited liability company.
7. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

Verde Fiesta I, LLC, an Arizona limited liability company

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File Number: 06209368-128-CM

SCHEDULE B – PART I
(Continued)

8. PROPER SHOWING as to the Buyer(s) to be insured herein.
NOTE: The right is reserved by the Company to make additional requirements upon receipt of the requested information.
9. USUAL preliminary inspection report by an employee of the Company. The right is reserved to make additional requirements or exceptions upon examination.
10. FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which became effective February 23, 2021. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 18, from Table A thereof.

NOTE: If Zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A, and information regarding the usage of the property must be included.
11. Approval by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.
12. Property herein appears to be free and clear of liens. Please verify. Further requirements may be deemed necessary upon said disclosure.
13. FURNISH Title Company with verification of release by MidFirst Bank, a federally chartered savings association, beneficiary under Deed of Trust recorded January 13, 2020 in Document No. [20200030354](#), verifying that release recorded September 17, 2025 in Document No. [20250535138](#), is a full and complete Release and Reconveyance of said Deed of Trust.
Affects Parcel Nos. 3A
14. RECORD Deed from Verde Fiesta I, LLC, an Arizona limited liability company to PROPOSED.

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

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SCHEDULE B – PART I
(Continued)

NOTE: The last conveyances affecting said land are as follows:

Special Warranty Deed recorded March 13, 2015 in Document No. [20150169205](#);
Affects Parcel No. 4A

Special Warranty Deed recorded January 08, 2016 in Document No. [20160013593](#);
Affects Parcel No. 2

Special Warranty Deed recorded October 08, 2018 in Document No. [20180754459](#);
Affects Parcel No. 1

Special Warranty Deed recorded January 13, 2020 in Document No. [20200030352](#);
Affects Parcel No. 3A

Special Warranty Deed recorded September 01, 2022 in Document No. [20220685488](#);
Affects Parcel No. 6

Special Warranty Deed recorded February 28, 2025 in Document No. [20250108255](#).
Affects Parcel Nos. 5A and 5B

End of Schedule B, Part I

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Form 50126904 (5-31-22)





File Number: 06209368-128-CM

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. 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.

In addition to the Exceptions from Coverage contained in the form of Short Form Residential Loan Policy identified in Item 2 of Schedule A, the Policy will not insure against loss or damage resulting from the terms and conditions of any easement or lease included in the description of the Land as set forth in the Insured Mortgage, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. 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.
- B. (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.
- C. 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 of the Land.
- D. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- E. 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.
- F. (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.
- G. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions above will be eliminated from any ALTA Extended Coverage Policy, ALTA Homeowner's Policy, ALTA Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

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File Number: 06209368-128-CM

SCHEDULE B – PART II
(Continued)

1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:

Second half of 2025

2. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power District and Agricultural Improvement Districts.
3. Reservations contained in the Patent.

From: The United States of America
Recording April 23, 1891
Document No. [Book 26 of Deeds, Page 156](#)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

4. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

5. THE FOLLOWING MATTERS disclosed by following instrument recorded in:

Entitled Quit Claim Deed
Matter Right of Way for the Rogers Sub-Lateral of the Mesa Canal
Recorded October 31, 1914
Document No. [Book 110 of Deeds, Page 452](#)
Affects Parcel Nos. 1 and 5B

6. RIGHT OF WAY for road as shown on Road Map recorded in [Book 2 of Road Maps, Page 15](#).
Affects Parcel Nos. 1, 2 and 5B

7. RIGHT OF WAY for road as shown on Road Map recorded in [Book 14 of Road Maps, Page 56](#).
Affects Parcel Nos. 1 and 5B

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SCHEDULE B – PART II
(Continued)

8. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. Docket 4333, Page 166
Re-Recorded in Document No. [Docket 4580, Page 162](#)
Purpose Highway
Affects Parcel Nos. 1 and 5B

9. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [Docket 10872, Page 800](#)
Purpose Underground Water Lines, Valves and related appurtenances
Affects Parcel No. 2

10. THE RIGHT OF THE STATE OF ARIZONA to prohibit, limit, control or restrict access to the highway named below, as set forth in instrument:

Recorded in [Docket 11202, Page 727](#)
and Recorded in [Docket 12215, Page 814](#)
Name of Highway Superstition Freeway
Affects Parcel Nos. 2, 3A and 5A

11. AGREEMENT, according to the terms and conditions, contained therein:

Entitled Construction, Operation and Reciprocal Easement Agreement
Recorded June 14, 1979
Document No. [Docket 13697, Page 73](#)

Thereafter, Affidavit recorded in [Docket 16122, Page 357](#);

Thereafter, First Amendment recorded in [Docket 16519, Page 444](#);

Thereafter, Assignment recorded in Document No. [84-430867](#);
Affects Parcel No. 3A

Thereafter, Special Warranty Deed and Assignment recorded in Document No. [93-0203439](#);
Affects Parcel No. 3A

Thereafter, Second Amendment recorded in Document No. [93-0847325](#), and recorded in Document No. [94-0248688](#);
Affects Parcel Nos. 3A, 4A, 5A and 5B

Thereafter, Assignment and Assumption recorded in Document No. [93-0862789](#);

Thereafter, Assignment and Assumption recorded in Document No. [96-0090200](#);

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SCHEDULE B – PART II
(Continued)

Thereafter, Assignment and Assumption recorded in Document No. [99-0660320](#);
Affects Parcel No. 2

Thereafter, Warranty Deed recorded in Document No. [20010958075](#);
Affects Parcel No. 2

Thereafter, Assignment recorded in Document No. [20061005780](#);
Affects Parcel No. 2

Thereafter, Assignment recorded in Document No. [20070180309](#);
Affects Parcel No. 2

Thereafter, Assignment and Assumption recorded in Document No. [20110168861](#);
Affects Parcel No. 3A

Thereafter, Assignment and Assumption recorded in Document No. [20110168863](#);
Affects Parcel No. 3A

Thereafter, Assignment recorded in Document No. [20130892915](#);
Affects Parcel Nos. 5A and 5B

Thereafter, Memorandum of Assignment of Bill of Sale and General Assignment recorded
in Document No. 20130892917, re-recorded in Document No. [20130949301](#);
Affects Parcel Nos. 5A and 5B

Thereafter, Assignment and Assumption recorded in Document No. [20150169204](#);
Affects Parcel No. 4A

Thereafter, Assignment and Assumption recorded in Document No. [20150169206](#);
Affects Parcel No. 4A

Thereafter, Assignment and Assumption recorded in Document No. [20170342283](#);
Affects Parcel Nos. 5A and 5B

Thereafter, Assignment and Assumption recorded in Document No. [20180754460](#);
Affects Parcel No. 1

Thereafter, Letter of Termination recorded in Document No. [20190248773](#);

Thereafter, the effect of Notice of Termination recorded in Document No. [20190434491](#);

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SCHEDULE B – PART II
(Continued)

Thereafter, Assignment and Assumption recorded in Document No. [20200032895](#).
Affects Parcel No. 3A

12. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [Docket 14951, Page 382](#)
Purpose Underground Electrical Conduits and appurtenances
Affects Parcel Nos. 3A and 5A

13. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [Docket 14989, Page 394](#)
Purpose Underground Electrical Conduits and appurtenances
Affects Parcel No. 1

14. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [Docket 14989, Page 399](#)
Purpose Underground Electrical Conduits and appurtenances
Affects Parcel Nos. 3A, 4A, 5A and 5B

Thereafter, the effect of Quit-Claim Deed recorded in Document No. [91-309657](#).

15. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [Docket 14989, Page 401](#)
Purpose Underground Electrical Conduits and appurtenances
Affects Parcel Nos. 3A, 4A, 5A and 5B

16. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [Docket 15162, Page 421](#)
Purpose Underground Electrical Conduits and appurtenances
Affects Parcel No. 2

17. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No. [Docket 15324, Page 1193](#)
Affects Parcel No. 6

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SCHEDULE B – PART II
(Continued)

18. MATTERS SHOWN ON MAP OF DEDICATION recorded in [Book 233 of Maps, Page 33](#).
Affects Parcel Nos. 1, 2, 3A, 4A, 5A and 5B
19. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [83-447301](#)
Purpose Underground Power
Affects Parcel No. 6
20. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [87-724995](#)
Purpose Underground Electrical Conduits and appurtenances
Affects Parcel Nos. 3A and 5A
21. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [87-735924](#)
Purpose Underground Electrical Conduits and appurtenances
Affects Parcel No. 2
22. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [89-225811](#)
Purpose Gas Line
Affects Parcel Nos. 3A and 5A
23. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [89-475280](#)
Purpose Underground Gas Line and appurtenant facilities
Affects Parcel Nos. 3A, 4A, 5A and 5B
24. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [93-0264354](#)
Purpose Transmission and Distribution of Electricity
Affects Parcel Nos. 3A and 5B
25. MATTERS SHOWN ON SURVEY recorded in [Book 369 of Maps, Page 33](#).
Affects Parcel No. 2

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SCHEDULE B – PART II
(Continued)

26. THE FOLLOWING MATTERS disclosed by following instrument recorded in:

Entitled Easement Agreement
Matter Ingress and Egress
Recorded December 03, 1993
Document No. [93-0847326](#)
Affects Parcel Nos. 4A and 5B

Thereafter, Assignment and Assumption Agreement recorded in Document No. [93-0862788](#);

Thereafter, Assignment and Assumption Agreement recorded in Document No. [20061672540](#);

Thereafter, Assignment recorded in Document No. [20130892915](#);
Affects Parcel Nos. 5A and 5B

Thereafter, Memorandum of Assignment of Bill of Sale and General Assignment recorded
in Document No. 20130892917, re-recorded in Document No. [20130949301](#).
Affects Parcel Nos. 5A and 5B

Thereafter, Assignment and Assumption recorded in Document No. [20150169204](#);
Affects Parcel No. 4A

Thereafter, Assignment and Assumption recorded in Document No. [20150169206](#);
Affects Parcel No. 4A

Thereafter, Assignment and Assumption recorded in Document No. [20170342283](#).
Affects Parcel Nos. 5A and 5B

27. THE FOLLOWING MATTERS disclosed by following instrument recorded in:

Entitled Easement Agreement
Matter Ingress and Egress
Recorded December 03, 1993
Document No. [93-0847327](#)
Affects Parcel Nos. 3A and 5A

Thereafter, Assignment and Assumption Agreement recorded in Document No. [93-0862788](#);

Thereafter, Assignment and Assumption recorded in Document No. [20110168861](#);
Affects Parcel No. 3A

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SCHEDULE B – PART II
(Continued)

Thereafter, Assignment and Assumption recorded in Document No. [20110168863](#);
Affects Parcel No. 3A

Thereafter, Assignment recorded in Document No. [20130892915](#);
Affects Parcel Nos. 5A and 5B

Thereafter, Memorandum of Assignment of Bill of Sale and General Assignment recorded
in Document No. 2013-0892917, re-recorded in Document No. [20130949301](#);
Affects Parcel Nos. 5A and 5B

Thereafter, Assignment and Assumption recorded in Document No. [20170342283](#);
Affects Parcel Nos. 5A and 5B

Thereafter, Assignment and Assumption recorded in Document No. [20200032895](#).
Affects Parcel No. 3A

28. THE FOLLOWING MATTERS disclosed by following instrument recorded in:

Entitled Easement Agreement
Matter Ingress and Egress
Recorded December 03, 1993
Document No. [93-0847328](#)
Affects Parcel No. 4A

Thereafter, Assignment and Assumption Agreement recorded in Document No. [93-0862788](#);

Thereafter, Assignment and Assumption Agreement recorded in Document No. [20061672540](#);

Thereafter, Assignment and Assumption recorded in Document No. [20150169204](#);
Affects Parcel No. 4A

Thereafter, Assignment and Assumption recorded in Document No. [20150169206](#).
Affects Parcel No. 4A

29. THE FOLLOWING MATTERS disclosed by following instrument recorded in:

Entitled Cross Easement Agreement
Matter Ingress and Egress
Recorded December 03, 1993
Document No. [93-0847329](#)
Affects Parcel Nos. 3A and 5A

Thereafter, Assignment and Assumption Agreement recorded in Document No. [93-0862788](#);

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SCHEDULE B – PART II
(Continued)

Thereafter, Assignment and Assumption recorded in Document No. [20110168861](#);
Affects Parcel No. 3A

Thereafter, Assignment and Assumption recorded in Document No. [20110168863](#);
Affects Parcel No. 3A

Thereafter, Assignment recorded in Document No. [20130892915](#);
Affects Parcel Nos. 5A and 5B

Thereafter, Memorandum of Assignment of Bill of Sale and General Assignment recorded in
Document No. 20130892917, re-recorded in Document No. [20130949301](#);
Affects Parcel Nos. 5A and 5B

Thereafter, Assignment and Assumption recorded in Document No. [20170342283](#);
Affects Parcel Nos. 5A and 5B

Thereafter, Assignment and Assumption recorded in Document No. [20200032895](#).
Affects Parcel No. 3A

30. AGREEMENT, according to the terms and conditions, contained therein:

Entitled Bus Shelter Easement and Transit Route Agreement
Recorded June 02, 2004
Document No. [20040621643](#)
Affects Parcel No. 1

31. AGREEMENT, according to the terms and conditions, contained therein:

Entitled Bus Shelter Easement and Agreement
Recorded October 14, 2004
Document No. [20041202006](#)
Affects Parcel No. 1

32. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [20080829483](#)
Purpose Transmission and Distribution of Electricity
Affects Parcel No. 2

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SCHEDULE B – PART II
(Continued)

33. EASEMENT and rights incident thereto, as set forth in instrument:
Recorded in Document No. [20090144675](#)
Purpose Transmission and Distribution of Electricity
Affects Parcel No. 2
34. EASEMENT and rights incident thereto, as set forth in instrument:
Recorded in Document No. [20090855823](#)
Purpose Public Utilities and Facilities
Affects Parcel No. 2
35. EASEMENT and rights incident thereto, as set forth in instrument:
Recorded in Document No. [20130831784](#)
Purpose Transmission and Distribution of Electricity
Affects Parcel No. 5B
36. UNRECORDED LEASE under the terms and conditions contained therein made by:
Lessor Macerich Fiesta Mall LLC a Delaware limited liability company
Lessee Alma School Rd/Southern DB LLC, an Oregon limited liability company
As disclosed by Ground Lease Agreement First Amendment
Recorded January 14, 2014
Document No. [20140026657](#)
Affects Parcel No. 5B
37. THE EFFECT of Final Order of Condemnation by the City of Mesa recorded in:
Recorded March 02, 2015
Document No. [20150138889](#)
Concerning Temporary Construction Easement and Temporary Access Easement
Affects Parcel No. 1
38. MATTERS SHOWN ON SURVEY recorded in [Book 1352 of Maps, Page 22](#).
Affects Parcel Nos. 1, 5A and 5B
39. EASEMENT and rights incident thereto, as set forth in instrument:
Recorded in Document No. [20180122459](#)
Purpose Utilities
Affects Parcel No. 2

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File Number: 06209368-128-CM

SCHEDULE B – PART II
(Continued)

40. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount	\$1,590,000.00
Dated	February 21, 2018
Recorded	February 28, 2018
Document No.	20180154607
Trustor	As stated therein
Trustee	Desert Financial Federal Credit Union
Beneficiary	Desert Financial Federal Credit Union
Affects Leasehold Interest in Parcel No. 5B	

41. MATTERS SHOWN ON SURVEY recorded in [Book 1419 of Maps, Page 12](#).
Affects Parcel No. 1

42. MATTERS SHOWN ON SURVEY recorded in [Book 1502 of Maps, Page 12](#).
Affects Parcel No. 3A

43. AGREEMENT, according to the terms and conditions, contained therein:

Entitled	Relocatable Access Easement Agreement
Recorded	July 03, 2025
Document No.	20250386590

44. RIGHTS OF PARTIES in possession.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

45. ADVERSE MATTERS that may be revealed by an inspection of the land.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

46. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

END OF SCHEDULE B – PART II

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





Privacy Notice

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy notice (“Notice”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted (“Sites”); (2) you use our products and services (“Services”); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

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

How Do We Use Your Personal 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, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not “sell” your information in the traditional sense, the definition of “sale” is broad under the CCPA that some disclosures of your information to third parties may be considered a “sale” or “sharing” for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all 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 disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

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

Changes to Our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

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, as amended by the California Privacy Rights Act and its implementing regulations. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

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

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

Escrow No.: **06209368**

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

SHORT/LONG TERM RESALE RATE:

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

REFINANCE RATE:

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

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

Date: _____

Date: _____

Signature of Seller/Borrower

Signature of Seller/Borrower

Print Name

Print Name

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

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

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

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

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

DISCLOSURE NOTICES

Good Funds Law

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

PURCHASER DWELLING ACTIONS NOTICE

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

NOTICE:

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

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

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

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

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

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