



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1144501A-MPLS

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1144501A-MPLS

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Commitment No.: NCS-1144501A-MPLS

Property Address: 14900 North Pima Road, Scottsdale, AZ 85260

Revision No.:

Issuing Office: 121 South 8th Street, Suite 1250, Minneapolis, MN 55402

Issuing Office File No.: NCS-1144501A-MPLS

Escrow Officer: Name: Jennifer Livingston

Email:

Phone: (612)305-2000

Title Officer: Name: Matt Korogi

Email:

Phone: (612)305-2000

SCHEDULE A

1. Commitment Date: August 19, 2022, at 8:00 AM
2. Policy to be issued:
 - (a) ☒ ALTA® 2006 Extended Owner's Policy (Endorsed for Leasehold)
Proposed Insured: US Bank
Proposed Policy Amount: \$1,000,000.00
 - (b) ☐ ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$0.00
 - (c) ☐ ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Interest of the lessee as set forth in the Schedule A, Part II

4. Title to the Fee Simple estate or interest in the Land is [at the Commitment Date vested in:](#)
Avalon Mammoth, LLC, an Arizona limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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SCHEDULE A - PART II

The Estate or interest in the land described in Schedule A and which is covered by the Policy is the Leasehold Estate, as defined in A.L.T.A. endorsement attached to the policy, created by the following instrument:

An unrecorded lease dated _____, executed by Avalon Mammoth, LLC, an Arizona limited liability company as lessor and US Bank as lessee, as disclosed by a(n) Memorandum of Lease recorded _____ as _____ of Official Records.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1144501A-MPLS

Commitment No.: NCS-1144501A-MPLS

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details

NOTE: In connection with Arizona Revised Statutes 11-480, as of 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 or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

NOTE: In the event any Affidavit required pursuant to A.R.S. 33-422 relating to unincorporated land in an unincorporated area of a country has been, or will be, recorded pertaining to the Land, such as Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

6. Pay second half of 2021 taxes.

(Now delinquent and interest must be added)

NOTE: Taxes are assessed in the total amount of \$44,653.02 for the year 2021 under Assessor's Parcel No. 215-52-039D 6.

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7. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2021. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 18 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

8. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
9. Furnish any amendments to the Articles of Organization filed with the Arizona Corporation Commission, any amendments to the Operating Agreement or changes in membership subsequent to June 14, 2021, relating to Avalon Mammoth, LLC, a(n) Arizona limited liability company.
10. The company must be provided an acceptable, executed and acknowledged estoppel certificate from the lessor in the lease set forth in Schedule A certifying that said lease is in full force and effect, the tenant is not in default of any material terms or provisions thereof and the transaction contemplated herein is not a violation of any of the provisions contained therein. Additional requirements may be necessary upon a review of the full unrecorded lease and all amendments thereto.
11. Record Memorandum of Lease as shown in Schedule A, Part Two.
12. Such further requirements as may be necessary after completion of the above.
13. Return to title department for final recheck before recording.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1144501A-MPLS

Commitment No.: NCS-1144501A-MPLS

SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. 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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1. Taxes for the full year of 2022.
(The first half is due October 1, 2022 and is delinquent November 1, 2022. The second half is due March 1, 2023 and is delinquent May 1, 2023 .)
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Northsight II, as recorded in Plat Record [Book 315 of Maps, Page\(s\) 15](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Northsight Crossing Property, as recorded in Plat Record [Book 688 of Maps, Page\(s\) 12](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
5. Covenant Running With The Land recorded in [2002-163511](#) of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. The terms, provisions and easement(s) contained in the document entitled "Drainage Easement Agreement" recorded February 10, 1999 as [99-132451](#) of Official Records.

Thereafter any interest of the City of Scottsdale was released as [2003-1482539](#) of Official Records.
7. The terms, provisions and easement(s) contained in the document entitled "Permanent Reciprocal Easement Agreement" recorded February 15, 2002 as [2002-163514](#) of Official Records.
8. The terms, provisions and easement(s) contained in the document entitled "Reciprocal Easement Agreement" recorded January 09, 2004 as [2004-025804](#) of Official Records and First Amendment recorded February 27, 2004 as [2004-196462](#) of Official Records.
9. An easement for public utilities and incidental purposes in the document recorded as [2002-1379338](#) of Official Records and re-recorded as [2004-121578](#) of Official Records.
10. An easement for water line and incidental purposes in the document recorded as [2004-522201](#) of Official Records.
11. An easement for electrical, communication facilities and incidental purposes in the document recorded as [2005-085517](#) of Official Records.
12. All matters as set forth in Record of Survey, recorded as [Book 1603 of Maps, Page 16](#).

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13. A Deed of Trust to secure an original indebtedness of \$2,550,000.00 recorded June 15, 2021 as [2021-0655792](#) of Official Records.
Dated: June 14, 2021
Trustor: Avalon Mammoth LLC, an Arizona limited liability company
Trustee: Andrew Abraham, Esq., a member of the State Bar of Arizona
Beneficiary: Pacific Coach, Inc., an Arizona corporation
14. A document entitled "Absolute Assignment of Leases and Rents" recorded June 15, 2021 as [2021-0655793](#) of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded June 15, 2021 as [2021-0655792](#) of Official Records.
15. A document entitled "Assignment of Plans and Specifications and Contracts" recorded June 15, 2021 as [2021-0655794](#) of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded June 15, 2021 as [2021-0655792](#) of Official Records.
16. The terms and conditions of the lease set forth in Schedule A, Part II.
17. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by _____ on _____, designated Job Number _____:

18. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.
- NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.
19. Water rights, claims or title to water, whether or not shown by the Public Records.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-1144501A-MPLS

File No.: NCS-1144501A-MPLS

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 PARCEL 6, ACCORDING TO THE MAP OF DEDICATION FOR NORTHSIGHT II, RECORDED IN BOOK 315 OF MAPS, PAGE 15 AND THE AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. [88-312897](#) OF OFFICIAL RECORDS, OF MARICOPA COUNTY, ARIZONA; AND GLO LOT 17, SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12;

THENCE NORTH 89° 57' 13" WEST ALONG SAID NORTH LINE, A DISTANCE OF 99.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 101 AS RECORDED IN DOCUMENT NO. [98-0626667](#) OF OFFICIAL RECORDS, OF MARICOPA COUNTY, ARIZONA, SAID POINT LYING ON A CURVE, THE RADIUS OF WHICH BEARS NORTH 87° 00' 27" WEST A DISTANCE OF 11258.53 FEET;

THENCE SOUTHERLY ALONG SAID WEST LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 26' 46", A DISTANCE OF 87.67 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 06° 06' 51" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1693.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 06° 06' 51" WEST ALONG SAID WEST LINE, A DISTANCE OF 187.25 FEET;

THENCE NORTH 83° 53' 09" WEST LEAVING SAID WEST LINE, A DISTANCE OF 273.54 FEET;

THENCE NORTH 15° 24' 50" EAST A DISTANCE OF 118.54 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1422.50 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 51' 28", A DISTANCE OF 70.95 FEET;

THENCE SOUTH 83° 53' 09" EAST LEAVING SAID CURVE A DISTANCE OF 244.67 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT; AND

EXCEPT ALL URANIUM, THORIUM OR OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, PURSUANT TO THE PROVISIONS OF THE ACT OF AUGUST 1, 1946 (60 STAT.755) AS SET FORTH IN THE PATENT TO SAID LAND.

PARCEL NO. 2:

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AN EASEMENT FOR INGRESS AND EGRESS, AS CREATED BY INSTRUMENT RECORDED IN DOCUMENT NO. [2004-0025804](#) OF OFFICIAL RECORDS, OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 6, ACCORDING TO THE MAP OF DEDICATION FOR NORTHSIGHT II, RECORDED IN BOOK 315 OF MAPS, PAGE 15 AND THE AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. [88-312897](#) OF OFFICIAL RECORDS, OF MARICOPA COUNTY, ARIZONA, AND GLO LOT 17, SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12;

THENCE NORTH 89° 57' 13" WEST ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 99.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 101 AS RECORDED IN DOCUMENT NO. [98-0626667](#) OF OFFICIAL RECORDS, OF MARICOPA COUNTY, ARIZONA, SAID POINT LYING ON A CURVE, THE RADIUS OF WHICH BEARS NORTH 87° 00' 27" WEST, A DISTANCE OF 11258.53 FEET;

THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 26' 46", A DISTANCE OF 87.67 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 06° 06' 51" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 1693.00 FEET;

THENCE NORTH 83° 53' 09" WEST 164.32 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 12° 16' 30" EAST 20.12 FEET;

THENCE NORTH 83° 53' 09" WEST 80.39 FEET TO A POINT OF NON-TANGENCY ON A CURVE, THE RADIUS OF WHICH BEARS NORTH 78° 15' 13" WEST 1422.50 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 37' 17", A DISTANCE OF 40.26 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 83° 53' 09" EAST LEAVING SAID CURVE 80.59 FEET;

THENCE NORTH 12° 16' 30" EAST 20.12 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN PARCEL NO. 1 ABOVE DESCRIBED.

PARCEL NO. 3:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR DRAINAGE, AS CREATED BY INSTRUMENT RECORDED IN DOCUMENT NO. [99-0132451](#) OF OFFICIAL RECORDS, OF MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED HEREIN.

EXCEPT ANY PORTION THEREOF LYING WITHIN PARCEL NO. 1 ABOVE DESCRIBED.

PARCEL NO. 4:

A PERMANENT NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, AS CREATED BY INSTRUMENT RECORDED IN DOCUMENT NO. [2002-0163514](#) OF OFFICIAL RECORDS, OF MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED THEREIN.

EXCEPT ANY PORTION THEREOF LYING WITHIN PARCEL NO. 1 ABOVE DESCRIBED.

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