

October 6, 2017

**Via Email** [dmckay@azwater.gov](mailto:dmckay@azwater.gov)  
Mr. David L. McKay, Manager  
Recharge, Assured and Adequate Water  
Supply Programs  
Arizona Department of Water Resources  
1110 West Washington Street, Suite 310  
Phoenix, Arizona 85007

**Re: Application for an Analysis of Assured Water Supply for Attesa,  
ADWR No. 28-700905.0000**

Dear Mr. McKay:

We are in receipt of your September 19, 2017, notice of deficiency letter regarding the above-referenced application. The letter requests us to contact ADWR within 60 days of the notice to discuss how to proceed. The letter also indicates that if we do not respond within 60 days, ADWR may deny our application and close the file. Please consider this letter our response to your letter in satisfaction of the 60-day timeline.

Based on a conversation between ADWR lawyer, Nicole Klobas, and my lawyer, Sheryl Sweeney, it does not appear that we need to do anything more at this time. If that is not correct, please let us know what additional steps need to be taken.

Very truly yours,

*Patrick Johnson*

Patrick Johnson  
President Managing/Member

c: Sheryl Sweeney  
Nicole Klobas

DOUGLAS A. DUCEY  
Governor



THOMAS BUSCHATZKE  
Director

**ARIZONA DEPARTMENT of WATER RESOURCES**  
1110 West Washington Street, Suite 310  
Phoenix, Arizona 85007  
602.771.8500  
azwater.gov

*"Via electronic mail"*

September 19, 2017

Pat Johnson  
Danrick Builders, LLC  
4492 W Kittyhawk  
Chandler, AZ 85226

**Re: Application for an Analysis of Assured Water Supply for Attesa,  
ADWR No. 28-700905.0000 Notice of Deficiency**

Dear Mr. Johnson:

The Arizona Department of Water Resources (Department) is currently reviewing the Attesa application for an Analysis of Assured Water Supply and has identified a deficiency. Your application relies on the demonstration that sufficient water will be physically available for at least 100 years to serve the estimated water demand of your proposed subdivision. The criteria are described in A.A.C. R12-15-716 and Substantive Policy Statement AWS7.

The Department recently completed an updated model run for the Pinal Active Management Area numeric groundwater flow model. The results indicate that sufficient groundwater may not be physically available to serve Attesa's estimated water demand when considered with other existing uses and approved demands in the area.

Please contact the Office of Assured Water Supply within 60 days of this notice to discuss how to proceed. The Department's review of your application has stopped and will resume when the outstanding physical availability issue has been resolved. If you do not respond to this letter within the 60-day time frame, the Director of the Department may take action to deny the application and close the file.

If you have any questions regarding the contents of this letter, including how to obtain files related to the Department's updated Pinal Active Management Area groundwater flow model, please contact me at (602) 771-8104.

Sincerely,

A handwritten signature in blue ink, appearing to read "David L. McKay".

David L. McKay  
Assured & Adequate Water Supply Program Manager

DM/rbo



**PROTECTING ARIZONA'S  
WATER SUPPLIES  
for ITS NEXT CENTURY**

**ARIZONA DEPARTMENT OF WATER RESOURCES**  
1110 W. Washington Street, Suite 310, Phoenix, AZ 85007  
Telephone 602 771-8500  
Fax 602 771-8689

Name: **AAWS I&I Meeting - Attesa Development**  
Location: **Gila Salt River Conference Room**  
Date: **Wednesday, February 1, 2017**  
Time: **1:30 p.m. - 2:30 p.m.**

NAME	AFFILIATION	PHONE NO.	EMAIL
<i>Nicole Klobas</i> Ayesha Vohra	<i>ADWR</i> ADWR	602-771-8423	<a href="mailto:avohra@azwater.gov">avohra@azwater.gov</a>
<del>Christopher Jones</del>	<del>ADWR</del>	<del>602-771-8592</del>	<del><a href="mailto:ckjones@azwater.gov">ckjones@azwater.gov</a></del>
<del>Doug Dunham</del>	<del>ADWR</del>	<del>602-364-2650</del>	<del><a href="mailto:dwdunham@azwater.gov">dwdunham@azwater.gov</a></del>
<del>Edward St. Pierre</del>	<del>ADWR</del>	<del>602-771-0508</del>	<del><a href="mailto:evstpicre@azwater.gov">evstpicre@azwater.gov</a></del>
<del>Gerry Walker</del>	<del>ADWR</del>	<del>602-771-8511</del>	<del><a href="mailto:glwalker@azwater.gov">glwalker@azwater.gov</a></del>
<del>Kym Luttermoser</del>	<del>ADWR</del>	<del>602-771-8660</del>	<del><a href="mailto:kluttermoser@azwater.gov">kluttermoser@azwater.gov</a></del>
<del>Lou Bota</del>	<del>ADWR</del>	<del>602-771-8542</del>	<del><a href="mailto:lbota@azwater.gov">lbota@azwater.gov</a></del>
Richard Obenshain <i>ROBO</i>	ADWR	602-771-8622	<a href="mailto:rbobenshain@azwater.gov">rbobenshain@azwater.gov</a>
Don Erickson	Attesa		<a href="mailto:denickson@definancial.com">denickson@definancial.com</a>
Sheryl Sweeney	Ryley Carlock	602-440-4924	<a href="mailto:ssweeney@RCA LAW.COM">ssweeney@RCA LAW.COM</a>
<i>PAT JOHNSON</i>	<i>ARTZSM</i>	<i>602-680-410</i>	<i>PATRICK.JOHNSON@DRAWRIKBUILDER.COM</i>
Nathan Miller	SGC	602-955-5547	<a href="mailto:nmiller@swgroundwater.com">nmiller@swgroundwater.com</a>
Steve Noel	SGC	602-955-5547	<a href="mailto:snoel@swgroundwater.com">snoel@swgroundwater.com</a>
Mark Ipson	HILGARTWILSON	602-730-3834	<a href="mailto:mipson@hilgartwilson.com">mipson@hilgartwilson.com</a>
David McKay	ADWR	602 771 8104	<a href="mailto:dmckay@azwater.gov">dmckay@azwater.gov</a>

DOUGLAS A. DUCEY

Governor



THOMAS BUSCHATZKE

Director

RECEIVED

Date received:

JAN 19 2017

OFFICE OF ASSURED WATER SUPPLY

Request for an Extension of Time to Submit Information for an Application

This form is to be used when requesting an extension of time to submit information in response to a written notification of deficiencies within the administrative completeness review timeframe, or a written request for additional information within the substantive review timeframe. There is no fee for requesting this extension.

Project Name: Attesa

Application Number: 28-700905.0000

Length of Time Extension Requested: 60 days

Reason for Request: Allow time to address the complexity of the modeling issues and to meet with the Department to discuss the approach.

Person Submitting Request:

Printed Name: Michael C. Bingham

Title: Manager, Bingham Arizona Land, LLC

Signature: *Michael C. Bingham* Date: 1/16/17

Address: 4492 W. Kittyhawk, Chandler, AZ 85226

Phone Number: (602) 707-7222

Email Address: Pat.johnson@DREDevelopmentLLC.com

Please note:

If the person submitting this request is not the authorized signatory for the application, please enclose written permission from the applicant(s) to submit this request on their behalf. Please note that the number of extensions is limited. Please contact the appropriate program for further guidance.



**Southwest  
Groundwater**

A DIVISION OF MATRIX NEW WORLD

RECEIVED

JAN 12 2017

OFFICE OF  
ASSURED WATER SUPPLY

January 12, 2017

Mr. Richard Obenshain  
Arizona Department of Water Resources  
1110 W. Washington Street  
Suite 310  
Phoenix, Arizona 85007

**SUBJECT: ATTESA – APPLICATION FOR AN ANALYSIS OF ASSURED WATER  
SUPPLY (AAWS) - ADWR NO. 28-700905.0000**

Dear Mr. Obenshain:

In response to the letter from Gerry Walker dated November 15, 2016, Southwest Groundwater Consultants (SGC), would like to request additional time in order to properly respond to the Departments requested items. Please accept the attached *Request for an Extension of Time to Submit Information for an Application* forms.

If you have any questions, or need any additional information, please do not hesitate to call.

Sincerely,

**Southwest Groundwater Consultants**

Nathan Miller  
Supervising Modeler/Hydrologist

Southwest Groundwater Consultants  
3033 N. 44 Street, Ste 120  
Phoenix, Arizona 85018  
602.955.5547 Fax 602.955.7585  
swgroundwater.com

Phoenix, Arizona  
Prescott, Arizona  
Cottonwood, Arizona

DOUGLAS A. DUCEY

Governor



THOMAS BUSCHATZKE

Director

Date received:

**Request for an Extension of Time to Submit Information for an Application**

This form is to be used when requesting an extension of time to submit information in response to a written notification of deficiencies within the administrative completeness review timeframe, or a written request for additional information within the substantive review timeframe. There is no fee for requesting this extension.

Project Name: Attesa

Application Number: 28-700905.0000

Length of Time Extension Requested: 60 days

Reason for Request: Allow time to address the complexity of the modeling issues and to meet with the Department to discuss the approach.

**Person Submitting Request:**

Printed Name: Daniel Erickson

Title: Manager, DRE Development, LLC

Signature: [Handwritten Signature] Date: 1/13/2017

Address: 4492 W. Kittyhawk, Chandler, AZ 85226

Phone Number: (602) 707-7222

Email Address: Pat.johnson@DREDevelopmentLLC.com

**Please note:**

If the person submitting this request is not the authorized signatory for the application, please enclose written permission from the applicant(s) to submit this request on their behalf. Please note that the number of extensions is limited. Please contact the appropriate program for further guidance.

DOUGLAS A. DUCEY  
Governor



THOMAS BUSCHATZKE  
Director

Date received:

**Request for an Extension of Time to Submit Information for an Application**

This form is to be used when requesting an extension of time to submit information in response to a written notification of deficiencies within the administrative completeness review timeframe, or a written request for additional information within the substantive review timeframe. There is no fee for requesting this extension.

Project Name: Attesa

Application Number: 28-700905.0000

Length of Time Extension Requested: 60 days

Reason for Request: Allow time to address the complexity of the modeling issues and to meet with the Department to discuss the approach.

**Person Submitting Request:**

Printed Name: John Hogle

Title: Member, Picacho 300, LLC by Raven II Holdings, LLC

Signature: [Handwritten Signature] Date: 1-16-17

Address: 4492 W. Kittyhawk, Chandler, AZ 85226

Phone Number: (602) 707-7222

Email Address: Pat.johnson@DREDevelopmentLLC.com

**Please note:**

If the person submitting this request is not the authorized signatory for the application, please enclose written permission from the applicant(s) to submit this request on their behalf. Please note that the number of extensions is limited. Please contact the appropriate program for further guidance.

DOUGLAS A. DUCEY  
Governor



THOMAS BUSCHATZKE  
Director

**ARIZONA DEPARTMENT of WATER RESOURCES**  
1110 West Washington Street, Suite 310  
Phoenix, Arizona 85007  
602.771.8500  
azwater.gov

*Via electronic mail*

November 15, 2016

Nathan Miller  
Southwest Groundwater Consultants, Inc.  
3033 N. 44th Street, Suite 120  
Phoenix AZ 85018

**Re: Application for an Analysis of Assured Water Supply  
Attesa (DWR No. 28-700905.0000) Administrative Completeness Review**

Dear Mr. Miller:

The Arizona Department of Water Resources (Department) received your application for an Analysis of Assured Water Supply on September 15, 2016. Your application indicates that you are attempting to demonstrate the physical availability, the continuous availability, and the water quality of groundwater as well as the consistency with management plan for the proposed Attesa master plan development.

Pursuant to A.A.C. R12-15-703(E), the Department will issue an Analysis of Assured Water Supply if *one or more* of the assured water supply requirements are met. If the Department issues an Analysis of Assured Water Supply for an application that does not meet all of the assured water supply criteria, the Department will note the criteria that are not met. If you are not seeking to demonstrate that all the criteria indicated in the application are met at this time, please explain which criteria you seek to demonstrate and submit only the items requested below relating to those criteria.

The Department notes that while the majority of the master plan is located within the Certificate of Convenience and Necessity (CC&N) of Arizona Water Company, Pinal Valley, (Arizona Water Company) the southernmost portion of the master plan is located outside of the existing CC&N for Arizona Water Company. Incomplete items for this southernmost section are called out separately below.

The Department also notes that in the hydrologic report supplement submitted in support of the application, multiple pumping locations for previously issued assured water supply determinations have been moved from the projected locations of the original determinations. While some modification of pumping locations is permissible, such movement must be restricted to within the CC&N of the water provider that will be serving the proposed development; in this case the CC&N of Arizona Water Company.

During the Department's administrative completeness review, it was determined that your application is incomplete. Please provide the following items:

1. Physical Availability A.A.C. R12-15-716(B) and Continuous Availability A.A.C. R12-15-717 (B): For the northern portions of Attesa, please provide evidence that sufficient supplies of water are physically and continuously available to meet the estimated water demand of the development. Specifically, referring to "Figures 1, 2 & 3" of the hydrologic study supplement

submitted October 25, 2016, please provide a description of the Assured Water Supply determination (project name, and Department file number) associated with each of the initial well locations located within the CC&N of Arizona Water Co, that were moved to other locations within the CC&N.

As noted above, movement of pumping locations must be within the CC&N of Arizona Water Company. Figures 1,2 & 3 of the hydrologic study supplement indicate that certain pumping associated with issued assured water supply determinations that lie within the CC&N of Arizona Water Company were moved to outside of the CC&N. This is not permissible, and the hydrologic study must be modified so that these pumping locations remain in their original locations or moved to locations within the CC&N of Arizona Water Company.

In addition, certain pumping locations that lie outside of the CC&N were moved to locations within the CC&N or moved to other locations outside of the CC&N. The hydrologic study must be modified so that these pumping locations remain in the original locations of the issued assured water supply determination.

2. Physical Availability A.A.C. R12-15-716(B) and Continuous Availability A.A.C. R12-15-717 (B): For the southern portion of Attesa, please provide evidence that sufficient supplies of water are physically and continuously available to meet the estimated water demand of the southern portion of the development. Specifically, since this portion of the master plan lies outside of the CC&N of Arizona Water Company, the pumping locations used to supply water for this portion of the master plan must be located within this portion of the master plan. The hydrologic study must be modified accordingly.
3. Consistency with the AMA Management Plan: Until the project reaches the platting stage, this criteria cannot be demonstrated. The final determination will be made with the issuance of a Certificate or Certificates of Assured Water Supply for the Attesa master plan.
4. Water Quality A.A.C. R12-15-719(A)(1): For the northern portion the master plan, a signed Notice of Intent to Serve form will need to be submitted from Arizona Water Company. Upon receipt of the signed NOI, the Department will need to confirm that the water provider is in compliance with ADEQ before this criterion can be met.
5. Water Quality A.A.C. R12-15-719(A)(2): For the southern portion of the master plan, since no regulated water provider exists for this portion of the master plan, a water sample must be taken from on-site or nearby showing that the groundwater proposed to be used meets the Safe Drinking Water Act criteria.

Please submit the requested information to the Office of Assured Water Supply within 60 days of this notice. The Department's review of your application has stopped and will resume when we receive the missing items. If you do not respond to this letter within the 60-day time frame, the Director of the Department may deny the application.

If you have questions regarding the contents of this letter or the application in general, please do not hesitate to contact Richard Obenshain at 602-771-8622.

Sincerely,



Gerry L Walker

Deputy Assistant Director, Water Planning and Permitting Division

GLW/rbo

<b>ARIZONA DEPARTMENT OF WATER RESOURCES</b> <b>OFFICE OF ASSURED AND ADEQUATE WATER SUPPLY</b> 1110 W Washington St, Ste 310 PHOENIX, ARIZONA 85007-2954 Phone: (602) 771-8689	<b>DATE RECEIVED:</b> <b>RECEIVED</b> RECEIVED SEP 15 2016 SEP 16 2016 <b>ADWR</b> OFFICE OF ASSURED WATER SUPPLY
28-700905.0000 Attesa	

**ANALYSIS OF ASSURED WATER SUPPLY APPLICATION**

**I DO HEREBY** certify that the information contained in **this application and all information accompanying it is true and correct to the best of my knowledge and belief.** **NOTE:** All owners must sign (attach additional sheets, if necessary). **NOTE:** You may use the Department's Letter of Authorization for Signature form to give another person the authority to sign this application and related documents on your behalf, or you may submit a letter signed by you and dated within 90 days of the date this application is submitted, authorizing your representative to submit applications for permits regarding the land to be included in this Analysis.

**See Attachment I**

Please print the name and title of the owner or the owner's authorized agent (if signator is someone other than the owner)

**See Attachment I**

Signature of Owner or Owner's Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

**PART A - GENERAL INFORMATION**

1. Has an Analysis of Assured Water Supply (Analysis) or a Certificate of Assured Water Supply previously been issued for this property?  Yes  No. If "yes," this may not be the appropriate application form. Please contact the Office of Assured and Adequate Water Supply for assistance.

2. Development information:  
 a. Name of the development: Attesa  
 Estimated Number of Residential Lots: 2,112  
 b. Location of the development: Township 7 South Range 5 East Section(s) 16, 17, 20, and 21  
 If there is more than one township and range, please list them on a separate page and reference as an attachment.  
 See attachment \_\_\_\_\_  
 City: \_\_\_\_\_ County: Pinal AMA: Pinal

3. Method of water distribution (if known):  Central distribution system (water provider) or  Dry lot (individual wells)  
 If there will a central distribution system, identify the water provider that will be serving the development and the water provider's system name if applicable. The water provider must be the same entity that will sign the Notice of Intent to Serve. If there will be more than one water provider for the development, please identify both water providers.  
 Primary Water Provider: Arizona Water Company System Name: Pinal Valley  
 System No. 56-001307.0001 (Contact the Office of Assured and Adequate Water Supply)  
 Secondary Water Provider (if applicable): N/A System Name: \_\_\_\_\_

4. Contact person for questions regarding this application:  
 Name: Nathan Miller  
 Company: Southwest Groundwater Consultants E-Mail: nmiller@swgroundwater.com  
 Address: 3033 North 44<sup>th</sup> Street, Suite 120, Phoenix, Arizona 85018 Phone: (602)955-5547 Fax: (602)955-7585

5. Owner(s) of the property or Developer (if applicable) (attach additional sheets, if necessary):  
 Owner: See Attachment I Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: See Attachment I E-mail: \_\_\_\_\_  
 Developer (if applicable): Danrick Builders, LLC Phone: (602)707-7222 Fax: (602)977-3209  
 Address: 4492 W. Kittyhawk, Chandler, Arizona 85226 E-mail: Patrick.Johnson@DanrickBuilders.com

**NOTE:** Buyers do not need to be included on the application. After the Analysis is issued, it may be used by any landowner in the future within the master plan.

**NOTE:** Please attach proof of ownership in the form of a title report, condition of title report, limited search title report, or recorded deed, dated within 90 days of the date this application is submitted to the Department. If the application is submitted by someone other than the owner, written consent of the owner must be provided in addition to proof of ownership. Reference as attachment(s):   I  

6. Please include a copy of the proposed development plan map (reference as attachment):   II  

7. Please indicate which assured water supply requirements you intend to prove with this application, pursuant to A.A.C. R12-15-703(E):

I am seeking to prove:

- Physical availability (A.A.C. R12-15-716)
- Consistency with the management plan (A.A.C. R12-15-721)
- Legal availability (A.A.C. R12-15-718)
- Consistency with the management goal (A.A.C. R12-15-722)
- Continuous availability (A.A.C. R12-15-717)
- Adequate water quality (A.A.C. R12-15-719)

**PART B - DEMAND ESTIMATE AND LAND USES**

Please use the Subdivision/Development demand calculator provided by the Department to estimate the subdivision's demand. See the Department's website at <http://www.azwater.gov> and click on Permits, Forms and Applications to download a copy of the demand calculator **OR** provide a detailed explanation of the assumptions used in estimating the subdivision's water demand and reference the demand calculator and/or the assumptions used as an attachment. Attachment:   III  

**NOTE:** Acreages used in the demand estimate should correspond to the plat map referenced in question A.6 above. Account for all the acres within the exterior boundary of the development plan, even if they will not be using water. If an area (or tract) will not be using water, please explain why not (i.e. natural open space, etc.).

**ESTIMATE OF ANNUAL WATER DEMAND:**   3,169.82   acre-feet per year

**PART C - CONTINUOUS AVAILABILITY AND LEGAL AVAILABILITY OF SOURCE WATER**

**Development will be a dry-lot subdivision.** **NOTE:** The Director will presume that a well will be drilled on each individual lot.

**Water provider is unknown at this time.** If this applies, please answer Question 1, as it applies to the development in general, not a specific water provider, and then skip to Part D.

1. Indicate proposed water sources for water provider(s):

To complete the table below, multiply the Total Annual Demand computed in Part B by 100 to obtain the 100-year demand and enter at the bottom of the chart. Enter the appropriate 100-year demands for each type of water delivered to the subdivision for each category.

Source of Supply	100 Year Volume (ac-ft)	
	Primary Provider	Secondary Provider
Groundwater	316,982	
Central Arizona Project Water: Direct treatment and delivery		
Stored and Recovered water		
Surface Water: Direct treatment and delivery		
Stored and Recovered water		
Effluent: Direct treatment and delivery		
Stored and Recovered water		
Other		
<b>Total 100-yr Volume</b>	316,982	

2. Is the subdivision within the providers' CC&N or district boundary (if applicable)?  Yes  No

3. See A.A.C. R12-15-717 and R12-15-718 for documentation that should be submitted as evidence of continuous availability and legal availability (respectively) for each source of supply. Please reference attachment(s): **IV & NA at this time**

**PART D - PHYSICAL AVAILABILITY OF SOURCE WATER**

1. A comprehensive hydrologic study must be submitted with this application, unless the Department has previously reviewed the hydrologic conditions for this area and has issued a valid Letter of Water Availability or Physical Availability Determination. The Department has adopted a substantive policy statement to provide guidelines for preparing a new hydrologic study. The policy statement is available on the Department's website at <http://www.azwater.gov> under the Permits, Forms and Applications page. Please indicate the evidence of physical availability and reference as an attachment: IV

Water Availability Letter

Physical Availability Determination

New Hydrologic Study

Other, please specify: \_\_\_\_\_

## Technical Registration Requirements

The Arizona Department of Water Resources requires hydrologic and engineering reports, studies, drawings and maps, specifications, analyses or related data submitted to support the evaluation of this application to be signed and sealed by a professional geologist or qualified professional engineer who is registered in the State of Arizona under the authority of A.R.S. Title 32, Chapter 1.

2. If this application references a Physical Availability Determination (PAD) and groundwater will be withdrawn from well locations different from those reviewed for the PAD application on which the physical availability for this application is based, please provide the legal description (township, range, section, 180, 40, 10 quarter sections) of each proposed well that will be used to meet the estimate of annual water demand for this application and include the actual or anticipated pump capacity of each well in gallons per minute.
3. If you had a pre-application meeting with the Department, please indicate the date of that meeting: June 2, 2016.
4. If you submitted a hydrologic study proposal to the Department's Hydrology Division for their review prior to submitting this application, please indicate the date of submittal of the hydrologic study proposal: \_\_\_\_\_.

### PART E - WATER QUALITY

1. Are the well or wells from which water will be withdrawn for the development within one mile of a Water Quality Assurance Revolving Fund (WQARF) or Superfund site?  Yes  No.  
If "Yes", please submit a contaminant migration and mitigation analysis demonstrating that the water supply will continue to meet the water quality requirements in A.A.C. Title 18, Chapter 4, and reference as attachment: \_\_\_\_\_
2.  Water provider(s) serving the development will be regulated by the Arizona Department of Environmental Quality (ADEQ) or another governmental entity with equivalent jurisdiction. If this applies, independent proof of adequate water quality is not required, please skip to Part F. **NOTE:** If there is more than one water provider, and one or more of the providers are not regulated as indicated above, please answer question 4 for each of the unregulated providers.
3. If the development will be a dry-lot subdivision, please provide current (within the last 60 days) analytical results on water samples taken from a well or wells constructed *within the development*, or near where the wells will be drilled, demonstrating that the water meets the water quality requirements in A.A.C. Title 18, Chapter 4, and reference as attachment: \_\_\_\_\_
4. If the development will be served by a central provider that serves 15 customers or less, provide current (within the last 60 days) analytical results on water samples taken from a well or wells constructed *within the service area serving the development*, demonstrating that the water meets the water quality requirements in A.A.C. Title 18, Chapter 4, and reference as attachment: \_\_\_\_\_

**NOTE:** Information on the required water quality analyses may be found at the ADEQ website <http://www.adeq.gov>.

**PART F - CONSISTENCY WITH MANAGEMENT GOAL**

**Development will be a dry-lot subdivision (see question A.3) AND has 20 lots or less.** If this applies, the subdivision is exempt from proving consistency with the management goal, please skip to Part G.

If the development has more than 20 lots and if groundwater is a proposed source of water for this development, indicate how the groundwater use for the development will meet the "consistency with management goal" requirement. Please check all that apply below:

- Will enroll the subdivision lands in the Central Arizona Groundwater Replenishment District (Phoenix, Tucson and Pinal AMAs **ONLY**).  
A separate application for membership must be filed with the Central Arizona Water Conservation District, and the membership documents **must be executed and recorded before** a Certificate of Assured Water Supply will be issued. However, an Analysis can be issued prior to enrollment.
- Will extinguish grandfathered groundwater rights dedicated to this subdivision.  
Provide evidence of ownership of right (reference the attachment): \_\_\_\_\_
- Will not have to meet the consistency with goal requirement based upon an exemption granted by the Director of the Department of Water Resources for the withdrawal and use of poor quality water pursuant to a remedial action.  
Provide evidence and reference the attachment: \_\_\_\_\_
- Will not have to meet the consistency with goal requirement based upon an exemption from conservation requirements due to waterlogging.  
Provide evidence and reference the attachment: \_\_\_\_\_

**PART G - CONSISTENCY WITH MANAGEMENT PLAN**

**Development has 50 lots or less.** If this applies, the development is exempt from meeting the Consistency with Management Plan, you may skip to Part H. However, if implementation of conservation requirements are planned for this development, please answer the relevant questions below.

1. For the municipal or county jurisdiction within which the development is located, list any water conservation ordinances and briefly describe the sections that apply to the subdivision. If they will serve as evidence of your demand projections, please reference as attachment.  
\_\_\_\_\_ N/A \_\_\_\_\_

2. Will the development incorporate Conditions, Covenants and Restrictions (CC&Rs) or other conditions that will limit exterior water demand?  Yes  No. If "Yes", please reference as attachment: \_\_\_\_\_

3. Will landscaping in public rights of way conform to the Department's Low Water Use Plant List?  Yes  No

4. Generally describe any other current or proposed conservation practices, rates, fees, restrictions, policies and devices to be utilized within the development to meet the conservation requirements of the Management Plan: \_\_\_\_\_

Low water use plumbing fixtures  
\_\_\_\_\_

**NOTE:** If demand estimates rely on these conservation requirements, please reference attachment: \_\_\_\_\_

**PART H – FEES**

**The initial fee for an Analysis of Assured Water Supply Application is \$1,000. Total fees for this application are based upon an hourly billable rate, which can be found on the ADWR web site @[www.azwater.gov](http://www.azwater.gov). If the costs of reviewing your application exceed \$1,000, you will be invoiced for the difference, up to a maximum total fee of \$10,000.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Office of Assured and Adequate Water Supply at 602-771-8599). Checks should be made payable to the Arizona Department of Water Resources. In addition to the hourly application fee, the applicant must pay any review-related costs associated with the application and the actual cost of mailing or publishing any legal notice of the application or any notice of a pre-decision administrative hearing on the application. Review-related costs are: (1) costs associated with a pre-decision hearing on the application, such as court reporter services and facility rentals for the hearing, and (2) mileage expenses for a site visit conducted before issuing a decision on the application. **Failure to enclose the initial application fee will cause the application to be returned. Fees for an Analysis of Assured Water Supply Application are authorized by A.R.S. § 45-113 and A.A.C. R12-15-703.**

**INITIAL FEE DUE:**

**\$1000.00**

# **ATTACHMENT I**

## **OWNERSHIP DOCUMENTATION**

**Owner's Signature Page for an  
Analysis of Assured Water Supply Application  
Attesa**

**DRE Development, LLC,  
an Arizona limited liability company**

By:  \_\_\_\_\_  
Name: Daniel Erickson  
Title: Manager  
Date: 8/13/16

**Bingham Arizona Land, LLC,  
an Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Owner's Signature Page for an  
Analysis of Assured Water Supply Application  
Attesa**

**DRE Development, LLC,  
an Arizona limited liability company**

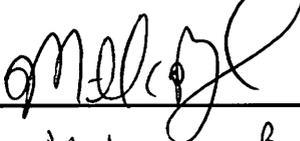
**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Bingham Arizona Land, LLC,  
an Delaware limited liability company**

**By:**  \_\_\_\_\_

**Name:** Michael C. Bingham

**Title:** Manager

**Date:** 8/22/16

**Owner's Contact Information**  
**Analysis of Assured Water Supply Application**  
**Attesa**

**DRE Development, LLC**  
**and**  
**Bingham Arizona Land, LLC**

4492 West Kittyhawk  
Chandler, Arizona 85226  
Phone: (602) 707-7222  
Fax: (602) 977-3209  
E-mail: Pat.johnson@DREDevelopmentLLC.com

# ALTA/ACSM LAND TITLE SURVEY

## GREENE WASH

A PORTION OF SECTIONS 16, 17, 20, & 21 TOWNSHIP 7 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE & MERIDIAN, PINAL COUNTY, ARIZONA.

### LEGAL DESCRIPTION

**PARCEL NO. 1:**  
All of Section 16, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.  
EXCEPTING therefrom the following described parcel:  
BEGINNING at the Southeast corner of the Southeast quarter of said Section 16:  
Thence along the Easterly line thereof, North 00 degrees 02 minutes 46 seconds West, a distance of 1503.61 feet;  
Thence leaving said Easterly line, South 89 degrees 43 minutes 24 seconds West, a distance of 390.26 feet;  
Thence South 00 degrees 04 minutes 18 seconds East, a distance of 552.59 feet;  
Thence South 60 degrees 05 minutes 21 seconds East, a distance of 383.39 feet to a point hereinafter known as "Point A";  
Thence South 23 degrees 36 minutes, 11 seconds West, a distance of 499.91 feet;  
Thence South 03 degrees 39 minutes 41 seconds West, a distance of 301.40 feet to the Southerly line of the Southeast quarter of said Section 16, said point hereinafter known as "Point B";  
Thence along said Southerly line, North 89 degrees 59 minutes 13 seconds East, a distance of 288.36 feet to the POINT OF BEGINNING; and  
EXCEPT all minerals, ores, metals of every kind and character, and all coal, asphaltum, oil, gases, fertilizers, fossils, and other like substances, as reserved by the State of Arizona in the Patent to said land; and  
EXCEPT 6% of all oil, gas, and other minerals as reserved in the Book 78 of Deeds, page 260.  
(APN: 511-01-012B, 511-01-012D)

**PARCEL NO. 2:**  
The Northeast quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.  
EXCEPT all minerals, ores, metals of every kind and character, and all coal, asphaltum, oil, gases, fertilizers, fossils, and other like substances, as reserved by the State of Arizona in the Patent to said land; and  
EXCEPTING therefrom 6% of all mineral rights as reserved in Book 78 of Deeds, page 260.  
(APN: 511-15-001)

**PARCEL NO. 3:**  
The West half of the Southeast quarter, and the Northeast quarter of the Southeast quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.  
EXCEPT 6% of all mineral rights as reserved in Book 78 of Deeds, page 260.  
(APN: 511-01-001)

**PARCEL NO. 4:**  
The Southwest quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.  
EXCEPT all minerals, ores, and metals of every kind and character, all coal, asphaltum, oil, gases, fertilizers, fossils, and other like substances, as reserved by the State of Arizona, in the Patent to said land; and  
EXCEPT 6% of all mineral rights as reserved in Book 78 of Deeds, page 260.  
(APN: 511-01-004)

**PARCEL NO. 5:**  
The Southeast quarter of Section 20, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.  
EXCEPT the South 200 feet thereof, as set forth in Declaration of Taking recorded in Docket 1340, page 868;  
EXCEPT 1/2 of all oil, gas, and mineral rights as reserved in Docket 1427, page 931.  
(APN: 511-01-016B and 511-01-016C)

**PARCEL NO. 6:**  
The Southwest quarter of Section 21, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.  
EXCEPT the South 425.00 feet thereof, as set forth in Declaration of Taking recorded in Docket 1340, page 868; and  
EXCEPT 1/2 of all oil, gas, and mineral rights as reserved in Docket 1427, page 931.  
(APN: 511-01-018B, 018C and 018D)

**PARCEL NO. 7:**  
The North half; and the Southeast quarter of Section 21, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.  
EXCEPT all coal, and other minerals as reserved by the United States of America, in the Patent to said land; and  
EXCEPTING therefrom the following described parcel:  
BEGINNING at the Northeast corner of the Northeast quarter of said Section 21:  
Thence along the Easterly line, South 00 degrees 22 minutes 53 seconds East, a distance of 115.00 feet;  
Thence leaving said Easterly line, South 89 degrees 59 minutes 13 seconds West, a distance of 260.04 feet;  
Thence North 31 degrees 34 minutes 06 seconds West, a distance of 43.11 feet;  
Thence North 04 degrees 43 minutes 20 seconds West (measured) North 04 degrees 45 minutes 32 seconds East (record), a distance of 78.53 feet to the Northerly line of the Northeast quarter of said Section 21;  
Thence along said Northerly line, North 89 degrees 59 minutes 13 seconds East, a distance of 288.35 feet to the POINT OF BEGINNING; and  
EXCEPT the following Parcels A and B as set forth in Declaration of Taking recorded in Docket 1340, page 858.  
Parcel A:  
BEGINNING at a point in the East boundary of said Section 21, that bears North 00 degrees 15 minutes 26 seconds West 146.39 feet from the Southeast corner of said Section 21;  
Thence South 89 degrees 26 minutes 47 seconds West, a distance of 101.15 feet;  
Thence North 78 degrees 25 minutes 37 seconds West, a distance of 492.64 feet;  
Thence North 84 degrees 04 minutes 31 seconds West, a distance of 36.42 feet;  
Thence North 89 degrees 43 minutes 24 seconds West, a distance of 1784.65 feet;  
Thence South 00 degrees 16 minutes 36 seconds West, a distance of 227.819 feet (measured) 245.00 feet (record) to the South boundary of said Section 21;  
Thence North 89 degrees 43 minutes 24 seconds West, a distance of 200.00 feet along said South boundary;  
Thence North 00 degrees 16 minutes 36 seconds East, a distance of 176.391 feet (measured) 195.00 feet (record);  
Thence North 89 degrees 43 minutes 24 seconds West, a distance of 113.406 feet (measured) 78.79 feet (record) to the West boundary of the Southeast quarter of said Section 21;  
Thence North 00 degrees 02 minutes 25 seconds East, a distance of 195.00 feet along said West boundary;  
Thence South 89 degrees 43 minutes 24 seconds East, a distance of 2130.197 feet (measured) 2096.89 feet (record);  
Thence South 78 degrees 25 minutes 36 seconds East, a distance of 491.80 feet;  
Thence South 84 degrees 29 minutes 25 seconds East, a distance of 35.91 feet;  
Thence North 89 degrees 26 minutes 47 seconds East, a distance of 68.44 feet to the East boundary of said Section 21;  
Thence South 00 degrees 15 minutes 26 seconds East, a distance of 145.00 feet along said East boundary to the POINT OF BEGINNING.  
Parcel B:  
The North 110 feet of the South 500 feet of the West 145 feet; and the North 2180 feet of the South 2680 feet of the West 70 feet of the East half of said Section 21.  
(APN: 511-01-017B, 017C, 017D, and 017G)

**PARCEL NO. 1: (\*)**  
The Southeast quarter of the Southeast quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

**PARCEL NO. 2: (\*)**  
The Northwest quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;  
EXCEPT the North 125.00 feet and the South 1379.00 feet of the West 100 feet thereof.

**PARCEL NO. 3: (\*)**  
The North half of Section 20, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;  
EXCEPT all coal and other minerals as reserved by the United States of America in the Patents to said land, recorded in Book 40, page 580 of Deeds and Book 41, page 9 of Deeds and  
Also except 6% of any and all oil, gas and mineral rights as reserved in instrument recorded in Book 78, page 260 of Deeds

### CERTIFICATE OF SURVEY

TO (1) DRE DEVELOPMENT LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND (2) FIDELITY NATIONAL TITLE INSURANCE COMPANY.

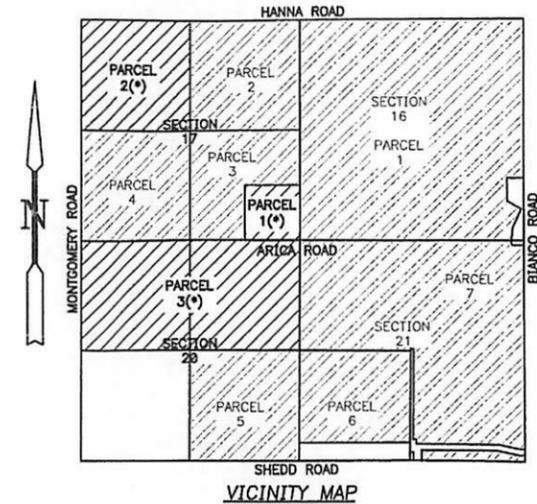
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 9, 11A, 16, 17, 19, AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 17, 2015.

DATE OF PLAT OR MAP: FEB 17, 2016



### GENERAL NOTES

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. INFORMATION THAT MIGHT AFFECT THE QUALITY OF TITLE OF THE PARCEL(S) SHOWN HEREON IS BASED ON INFORMATION CONTAINED IN THE COMMITMENT FOR TITLE INSURANCE ORDER NO. 71003029-071-CH1 DATED SEPTEMBER 18, 2015 AT 7:30 A.M. BY FIDELITY NATIONAL TITLE AGENCY.
- THE LOCATION OF UNDERGROUND UTILITIES AS DEPICTED HEREON IS BASED ON FIELD LOCATED SURFACE FEATURES OF THOSE UTILITIES, AND SHOULD BE CONSIDERED APPROXIMATE AND POSSIBLY INCOMPLETE. NO EXCAVATIONS WERE MADE TO LOCATED BURIED UTILITIES DURING THE PROCESS OF OR FOR THE PURPOSE OF THIS SURVEY.
- MONUMENTS FOUND DURING THIS FIELD SURVEY WERE ACCEPTED UNLESS OTHERWISE NOTED HEREIN.
- IT IS RECOMMENDED THAT THE CLIENT RETAIN LEGAL CONSULTATION TO THOROUGHLY EXAMINE TITLE FOR ANY CLAIMS, DEFECTS OR LIABILITY UNDISCLOSED BY THIS SURVEY.
- THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED AT THE SURVEY DATE WITH IT'S ORIGINAL SEAL TO ENSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER ENSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE.
- THIS SURVEY WAS PERFORMED USING GPS (GLOBAL POSITIONING SYSTEMS) TO OPTIMIZE THE RELATIVE POSITIONING OF FOUND CORNERS. EXTREME CARE HAS BEEN TAKEN TO PRODUCE SURFACE MEASUREMENTS OF THE MONUMENTS FOUND.
- THIS SURVEY SHOWS THE IMPROVEMENTS ON SUBJECT PARCEL.
- NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- NO KNOWN WETLANDS IDENTIFIED BY THE CLIENT.
- NO KNOWN CHANGES IN STREET R.O.W. OR RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
- THERE ARE NO PARTY WALLS.



### ADDRESS

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### APN

511-01-012B, 511-01-012D, 511-15-001, 511-01-004  
511-01-016B, 511-01-016C, 511-01-018B, 511-01-018C,  
511-01-018D, 511-01-017B, 511-01-017C, 511-01-017D,  
511-01-017G, 511-15-003A(\*), 511-01-015(\*), 511-15-002(\*)

### ZONING

NOT SUPPLIED BY TITLE COMPANY

### BENCHMARK

NW CORNER SECTION 17, T7S, R5E  
GLO BRASS CAP 1' DOWN  
EL=1370.07 (NAVD 88)

### REFERENCE DOCUMENTS

PLAT OF BIANCO RANCHES  
BOOK 3 OF SURVEYS, PAGE 428  
DATED MAY 16, 2000

TITLE REPORT  
FIDELITY NATIONAL TITLE AGENCY  
TITLE NO.: 71003029-071-CH1  
DATE SEPT 18, 2015 AT 07:30 AM

### LAND AREA

PARCEL	GROSS AREA (AC)	NET AREA (AC)
PARCEL 1	636.15	566.12
PARCEL 1(*)	40.25	40.25
PARCEL 2	161.23	143.50
PARCEL 2(*)	150.05	150.05
PARCEL 3	120.70	107.70
PARCEL 3(*)	321.95	321.95
PARCEL 4	160.69	156.70
PARCEL 5	148.37	146.52
PARCEL 6	134.43	132.75
PARCEL 7	472.62	419.56
TOTAL	2346.44	2185.10

NET AREA IS GROSS ACREAGE LESS THE ACREAGE WITHIN ANY EXISTING DEDICATIONS OR EASEMENTS FOR ROADS, RIGHTS-OF-WAY, ALLEYS, OR STREETS.

### BUILDING AREA

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### FLOOD ZONE DESIGNATION

A PORTION OF THE PROPERTY DESCRIBED ON THIS SURVEY LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE PROPERTY LIES WITHIN A ZONE "A" OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS COMMUNITY PANEL NO. 04021C1530E & 04021C1540E BEARING AN EFFECTIVE DATE OF DECEMBER 4, 2007.

### PARKING

NONE

**OWNER**  
DRE DEVELOPMENT, LLC  
16,066 N. 77TH ST.  
SCOTTSDALE, AZ 85260

**ENGINEER**  
LEN ERIE, P.E., L.S.  
ERIE & ASSOCIATES, INC.  
3120 NORTH 24TH STREET  
PHOENIX, ARIZONA 85016  
(602) 954-6399  
ERIE@WATERWIZ.NET

(\*) ADDITIONAL PARCELS ADDED 11-17-15

GREENE WASH  
ALTA/ACSM LAND TITLE SURVEY

1881 - 2016  
35  
YEARS OF  
EXCELLENCE  
ERIE &  
ASSOCIATES



ERIE & ASSOCIATES, INC.  
PHOENIX, ARIZONA 85016  
(602) 954-6399

JOB NO. 1852.08  
DATE: 02/17/2016  
SCALE: N.T.S.  
DRAWN: J.L.M.  
DESIGN: L.J.E.  
CHECKED: L.J.E.  
SHEET NO.

1 OF 5

SCHEDULE B ITEMS

INDICATES THE SCHEDULE "B" ITEMS THAT ARE PLOTTED.

BLANKET SCHEDULE "B" ITEMS

NOT PLOTTABLE

1. Intentionally Deleted.

The liabilities and obligations imposed upon said Land by reason of: (a) inclusion thereof within the boundaries of the Maricopa-Stanfield Irrigation and Drainage District; (b) membership of the owner thereof in the Maricopa-Stanfield Irrigation and Drainage District and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purposes of obtaining water rights for said Land.

Taxes and assessments levied by the City of Eloy.

Any rights, liens, claims or equities, if any, in favor of Central Arizona Water Conservation District.

Reservations contained in the Patent

From: The State of Arizona
To: Herbert A. Shedd
Recording Date: October 4, 1917
Recording No: Book 32 of Deeds, page 119
(as to Parcel No's. 2 and 4)

Which among other things recites as follows:

Subject to any and all easements or rights of way heretofore legally obtained and now in full force and effect.

Reservations contained in the Patent

From: The State of Arizona
To: Newton R. Bell
Recording Date: October 4, 1917
Recording No: Book 32 of Deeds, page 125
(as to Parcel No. 1)

Which among other things recites as follows:

Subject to any and all easements or rights of way heretofore legally obtained and now in full force and effect.

Reservations contained in the Patent

From: The United States of America
To: Jane L. Rappleye
Recording Date: November 21, 1925
Recording No: Book 40 of Deeds, page 515
(as to Parcel No. 3)

Which among other things recites as follows:

Subject to an 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 local customs, laws and decisions of courts. A right of way thereon for ditches or canals constructed by the authority of the United States of America.

Reservations contained in the Patent

From: The United States of America
To: Henri Bland
Recording Date: January 14, 1926
Recording No: Book 41 of Deeds, page 9
(as to Parcel No's. 6 and 7)

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 local customs, laws and decisions of courts. A right of way thereon for ditches or canals constructed by the authority of the United States of America.

Reservations contained in the Patent

From: The United States of America
To: Herbert R. Probst
Recording Date: August 31, 1927
Recording No: Book 43 of Deeds, page 59
(as to Parcel No. 5)

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 local customs, laws and decisions of courts. A right of way thereon for ditches or canals constructed by the authority of the United States of America.

Water rights, claims or title to water, whether or not disclosed by the public records.

The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Construct, operate and maintain a pipeline, telephone line, power transmission line and appurtenances thereto
Recording Date: November 15, 1916
Recording No: Docket 78, page 569
(undivided Portions of Parcel No's. 1 and 2) and

Thereafter an Amendment recorded February 10, 1961 in Docket 284, page 166.

A resolution in favor of Pinal County, Arizona

For: Road Declaration (Road File No. 37)
Recording Date: February 21, 1961
Recording No: Docket 375, page 572

Intentionally Deleted.

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Construction, use maintenance, operation, replacement, and repair of levees, dikes, ditches, canals and other works of flood control and appurtenances thereto
Recording Date: August 6, 1969
Recording No: Docket 575, page 767
(as to Parcel No's. 6 and 7)

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Right of way for the construction, use, maintenance, repair, and improvement of flood control works, and for flood control purposes, and appurtenances thereto, and the right to take and use materials from said land
Recording Date: November 10, 1969
Recording No: Docket 583, page 352
(as to Parcel No. 4)

Matters contained in that certain document

Entitled: Notice of Exercise of Reserved Right-of-Way by the United States of America
Recording Date: June 2, 1986
Recording No: Docket 1364, page 786

Reference is hereby made to said document for full particulars.

Intentionally Deleted.

Intentionally Deleted.

Intentionally Deleted.

Matters contained in that certain document

Entitled: Agreement relating to Exercise of Reserved Right-of-Way
Recording Date: October 22, 1987
Recording No: Docket 1505, page 186
(as to Parcel No. 7)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Agreement for Project Water Service
Recording Date: December 8, 1989
Recording No: Docket 1645, page 41
(as to Parcel No's. 1, 2 and 7)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Notice of Interest in Mineral Rights Proceeds
Recording Date: June 30, 1997
Recording No: 1997-022620
(as to Parcel No's. 1, 2 and 3)

Reference is hereby made to said document for full particulars.

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Maintenance, repair, and replacement of irrigations ditch, pipelines, for irrigations water flowage, and appurtenances thereto
Recording Date: June 30, 1997
Recording No: 1997-022624
(as to Parcel No.1)

Matters contained in that certain document

Entitled: Exclusive Reciprocal Easements
Recording Date: September 11, 1998
Recording No: 1998-037129
(as to Parcel No's. 5 and 6)

Reference is hereby made to said document for full particulars.

Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 3 of Surveys, page 428. (Bianco Ranches, Parcel No's. 1 and 2)

(To be terminated at closing - see Requirement No. 23 herein)

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: construct, operate, and maintain communication facilities, and construct, operate and maintain a pipeline, telephone line, power transmission line, and appurtenances thereto.
Recording Date: May 3, 2000
Recording No: 2000-018711
(as to Parcel No's. 1 and 2)

Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 2000-021089
(Bianco Ranches, Parcel No's. 1 and 2)

(To be terminated at closing - see Requirement No. 23 herein)

Intentionally Deleted.

A resolution in favor of Pinal County, Arizona

For: Adopting Major Amendment to the Comprehensive Plan
Recording Date: December 13, 2010
Recording No: 2010-114955

Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey.

Job No.: 1852.03
Dated: March 27, 2015; last revised , 2015
Prepared by: Eric & Associates, Inc.
Matters shown:

- a) power line running along the north boundary of Parcel No. 1;
b) irrigation canals running throughout Parcels 1, 2 and 7;
c) encroachment of a fence over the southwest boundary of Parcel No. 1;
d) encroachment of a fence over the west boundary of the southeast quarter of Parcel No. 7 into the Exception Parcel B;
e) a wash running through a portion of Parcels 5, 4, 5, 6 & 7 by the name of "Greene Wash";
f) Parcel 7 exception parcel A description appears to be in error by approximately 30' in distances to the section lines. Record dimensions shown are from the plat for "Bianco Ranches" per Book 3 of Surveys Page 428, Schedule B Item 26.

The rights of Bianco Farm as to the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

\* EASEMENT AFFECTS OFFSITE PROPERTIES AND BENEFITS PARCEL 1

GREENE WASH ALTA/ACSM LAND TITLE SURVEY

35 YEARS OF EXCELLENCE ERIE & ASSOCIATES



JOB NO. 1852.08
DATE: 02/17/2016
SCALE: N.T.S.
DRAWN: J.L.M.
DESIGN: L.J.E.
CHECKED: L.J.E.
SHEET NO.

**SCHEDULE B ITEMS (\*)**

◇ INDICATES THE SCHEDULE "B" ITEMS THAT ARE PLOTTED.

□ BLANKET SCHEDULE "B" ITEMS

△ NOT PLOTTABLE

**1.** Reservations contained in the Patent

From: The United States of America  
To: Jane L. Rappleye  
Recording Date: November 21, 1925  
Recording No: Book 40 of Deeds, page 515

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 the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.  
(Parcel 1)

**2.** Reservations contained in the Patent

From: The United States of America  
To: Edwin H. Bechtel  
Recording Date: September 19, 1921  
Recording No: Book 37 of Deeds, page 135

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 the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.  
(Parcel 2)

**3.** Reservations contained in the Patent

From: The United States of America  
To: William A. Plenz  
Recording Date: December 30, 1925  
Recording No: Book 40 of Deeds, page 580

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 the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.  
(The Northwest quarter of Parcel 3)

**4.** Reservations contained in the Patent

From: The United States of America  
To: Henri Blend  
Recording Date: January 14, 1926  
Recording No: Book 41 of Deeds, page 9

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 the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.  
(The Northeast quarter of parcel 3)

**5.** Water rights, claims or title to water, whether or not disclosed by the public records.

**6.** Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the Second half of 2015.

**7.** Any rights, liens, claims or equities, if any, in favor of Central Arizona Water Conservation District.

**8.** The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.

**9.** Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: telephone lines and power transmission lines  
Recording No: Book 78 of Deeds, page 225A  
(Parcel 2)

**10.** Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: telephone lines and power transmission lines  
Recording No: Book 78 of Deeds, page 563  
Recording No: Docket 21, page 41  
(Parcel 2)

**11.** Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: gas pipelines  
Recording No: Docket 688, page 802  
(Parcel 2)

**12.** Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: communication system  
Recording No: 2000-33989  
(parcel 2)

**13.** Matters shown on record of survey:

Recording No.: Book 1 of Surveys, page 170  
(Parcel 3)

**14.** Matters shown on record of survey:

Recording No.: Book 1 of Surveys, page 173  
(Parcel 1)

**15.** All matters as set forth in Resolution No. 82-15, a resolution of the Board of Directors of Maricopa-Stanfield Irrigation & Drainage District, relating to the exclusion of unproductive land recorded in Docket 1141, page 447 (Parcels 1, 2 and 3)

**16.** All matters as set forth in License Agreement between the Board of Supervisors of Pinal County, Arizona and Eagle West, LLC., recorded in Document No. 2000-24966 (parcels 1, 2 and 3)

**17.** Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

**18.** Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

**GREENE WASH**  
ALTA/ACSM LAND TITLE SURVEY

1981 - 2016  
**35**  
YEARS OF  
EXCELLENCE  
ERIE &  
ASSOCIATES



JOB NO. 1852.09  
DATE: 02/17/2016  
SCALE: N.T.S.  
DRAWN: J.L.M.  
DESIGN: L.J.E.  
CHECKED: L.J.E.  
SHEET NO.

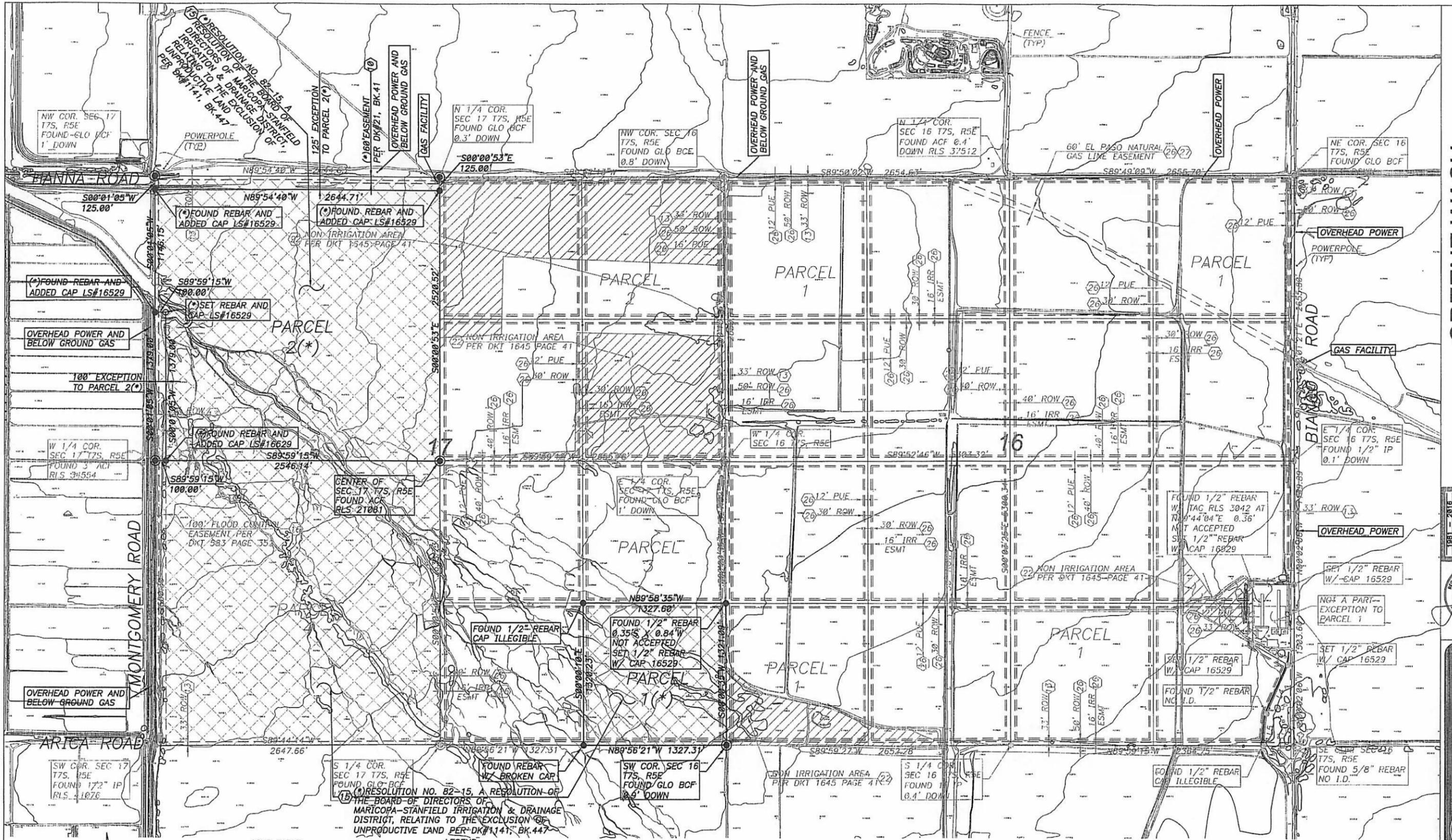
# GREENE WASH A.L.T.A. LAND TITLE SURVEY

1981-2016  
35  
YEARS OF  
EXCELLENCE  
ERIE &  
ASSOCIATES

REGISTERED LAND SURVEYOR  
LEONARD J. ERIE, II  
ERIE & ASSOCIATES, INC.  
3120 N. 24th ST.  
PO BOX 85016  
PHOENIX, AZ 85068  
EXP. 09/30/17



JOB NO. 1852.08  
DATE: 02/18/2016  
SCALE: 1"=400'  
DRAWN: J.L.M.  
DESIGN: L.J.E.  
CHECKED: L.J.E.  
SHEET NO.



LINE TABLE

	BEARING	LENGTH
L1	S89°44'04"E	390.26'
L2	S00°03'38"E	552.59'
L3	S60°04'41"E	383.39'
L4	S23°30'51"W	499.91'
L5	S05°40'21"W	301.33'
L6	S89°59'15"E	288.34'

LEGEND

—	PROPERTY LINE
- - -	EASEMENT LINE
⊙	FOUND BRASS CAP OR AS CALLED OUT
⊙	FOUND REBAR OR AS CALLED OUT
⊙*	SET REBAR AND CAP LS#16529 AS CALLED OUT
•	POWERPOLE
—	FENCELINE



(\* ) ADDITIONAL PARCELS ADDED 11-17-15

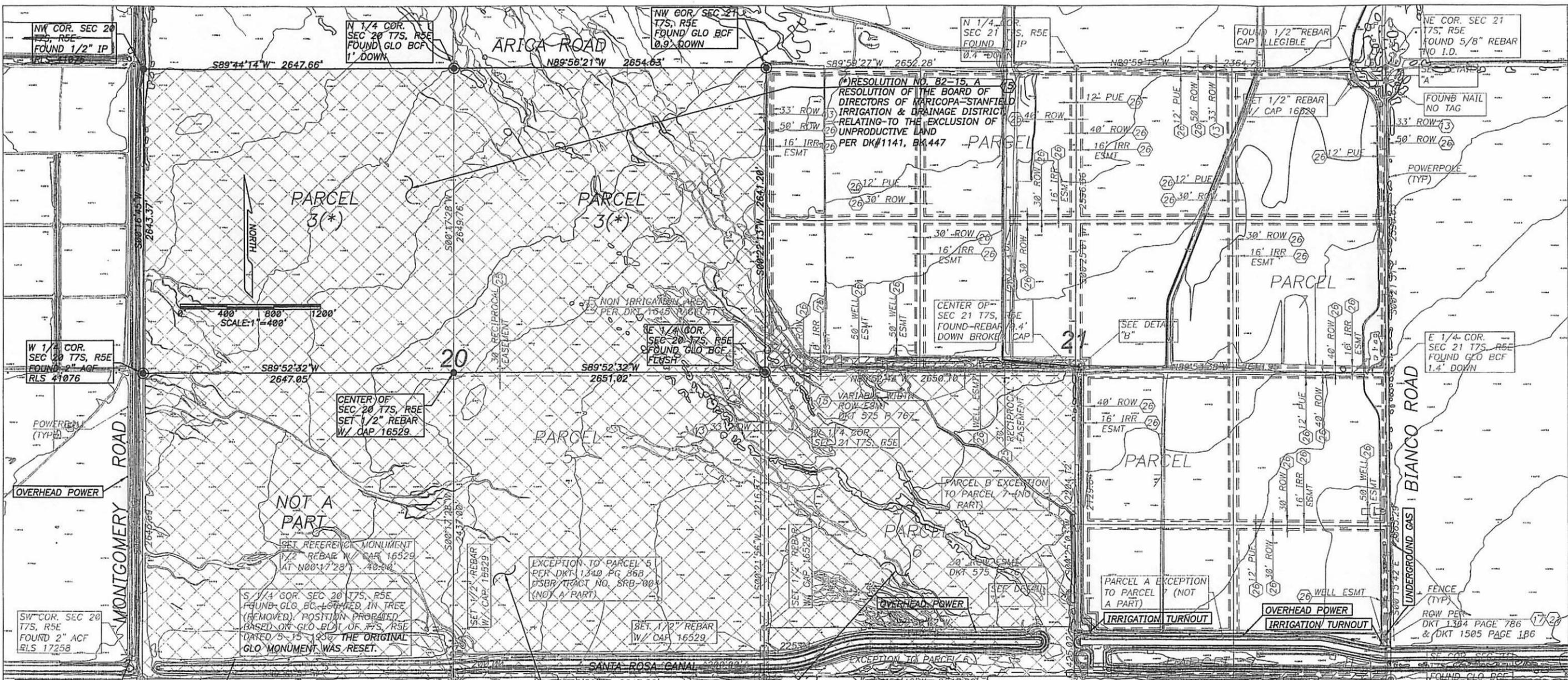
**GREENE WASH**  
A.L.T.A. LAND TITLE SURVEY

35 YEARS OF EXCELLENCE  
ERIE & ASSOCIATES



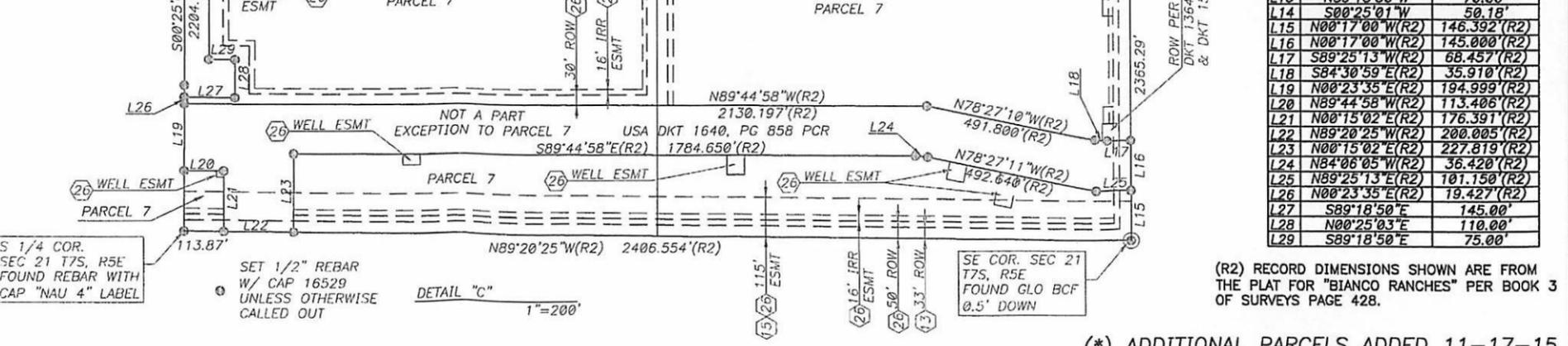
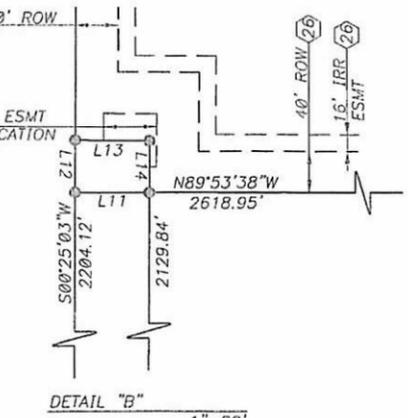
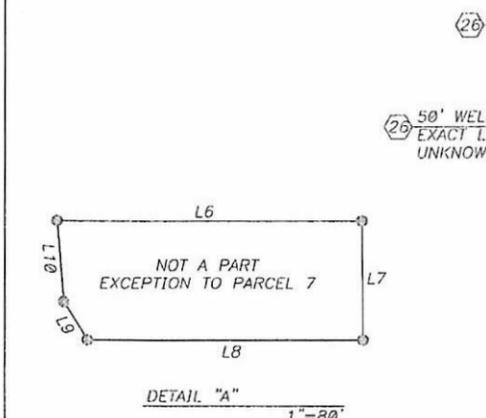
ERIE & ASSOCIATES, INC.  
3720 N. 24th ST.  
MESA, AZ 85204  
(602) 954-6339

JOB NO. 1852.08  
DATE: 02/18/2018  
SCALE: 1"=400'  
DRAWN: J.L.M.  
CHECKED: L.J.E.  
SHEET NO.



**LEGEND**

- PROPERTY LINE
- - - EASEMENT LINE
- FOUND BRASS CAP OR AS CALLED OUT
- FOUND REBAR OR AS CALLED OUT
- ⊕ POWERPOLE
- FENCELINE



**LINE TABLE**

LINE	BEARING	LENGTH
L6	S89°59'15\"E	288.34'
L7	S00°21'31\"E	115.00'
L8	N89°59'15\"W	260.04'
L9	N31°32'44\"W	43.11'
L10	N04°43'20\"W	78.53'
L11	N89°53'38\"W	70.00'
L12	S00°25'01\"W	50.89'
L13	N89°18'50\"W	70.00'
L14	S00°25'01\"W	50.18'
L15	N00°17'00\"W(R2)	146.392'(R2)
L16	N00°17'00\"W(R2)	145.000'(R2)
L17	S89°25'13\"W(R2)	68.457'(R2)
L18	S84°30'59\"E(R2)	35.910'(R2)
L19	N00°23'35\"E(R2)	194.999'(R2)
L20	N89°44'58\"W(R2)	113.406'(R2)
L21	N00°15'02\"E(R2)	176.391'(R2)
L22	N89°20'25\"W(R2)	200.005'(R2)
L23	N00°15'02\"E(R2)	227.819'(R2)
L24	N84°06'05\"W(R2)	36.420'(R2)
L25	N89°25'13\"E(R2)	101.150'(R2)
L26	N00°23'35\"E(R2)	19.427'(R2)
L27	S89°18'50\"E	145.00'
L28	N00°25'03\"E	110.00'
L29	S89°18'50\"E	75.00'

(R2) RECORD DIMENSIONS SHOWN ARE FROM THE PLAT FOR "BIANCO RANCHES" PER BOOK 3 OF SURVEYS PAGE 428.

(\* ) ADDITIONAL PARCELS ADDED 11-17-15



Fidelity National Title Insurance Company

# COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

*Natalie Bombardieri*

Authorized Signature



By:

*Randy Quirk*

Randy Quirk, President

Attest

*Michael Gravelle*

Michael Gravelle, Secretary

**Fidelity National Title Agency, Inc.**  
60 E. Rio Salado Parkway Suite 1102  
Tempe, AZ 85281

**SCHEDULE A**

Title Officer: **Sean Barragan**  
Escrow Officer: **Christine Hughes**

Order No.: **71003341-071-CH1**  
Reference No.:

1. Effective Date: **August 18, 2016** at 7:30 a.m., Amendment Date: **August 26, 2016**, Amendment No.: **1/SMB**
2. Policy or Policies to be issued: Amount of Insurance:  

<b>ALTA Standard Owners Policy (6-17-06)</b>	<b>\$0.00</b>
Proposed Insured: <b>to come</b>	
<b>ALTA Extended Loan Policy (6-17-06)</b>	<b>\$0.00</b>
Proposed Insured: <b>TBD</b>	
<b>None</b>	<b>\$0.00</b>
Proposed Insured:	
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:  
**A FEE**
4. Title to said estate or interest in said land is at the effective date hereof vested in:  
**DRE Development, LLC, an Arizona limited liability company**
5. The land referred to in this commitment is described as follows:  
**See Exhibit A attached hereto and by reference made a part hereof.**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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

**PARCEL NO. 1:**

All of Section 16, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPTING therefrom the following described parcel:

BEGINNING at the Southeast corner of the Southeast quarter of said Section 16;

Thence along the Easterly line thereof, North 00 degrees 02 minutes 46 seconds West, a distance of 1503.61 feet;

Thence leaving said Easterly line, South 89 degrees 43 minutes 24 seconds West, a distance of 390.26 feet;

Thence South 00 degrees 04 minutes 18 seconds East, a distance of 552.59 feet;

Thence South 60 degrees 05 minutes 21 seconds East, a distance of 383.39 feet to a point hereinafter known as "Point A";

Thence South 23 degrees 36 minutes 11 seconds West, a distance of 499.91 feet;

Thence South 05 degrees 39 minutes 41 seconds West, a distance of 301.40 feet to the Southerly line of the Southeast quarter of said Section 16, said point hereinafter known as "Point B";

Thence along said Southerly line, North 89 degrees 59 minutes 13 seconds East, a distance of 288.36 feet to the POINT OF BEGINNING; and

EXCEPT all minerals, ores, metals of every kind and character, and all coal, asphaltum, oil, gases, fertilizers, fossils, and other like substances, as reserved by the State of Arizona in the Patent to said land; and

EXCEPT 6% of all oil, gas, and other minerals as reserved in the Book 78 of Deeds, page 260.

([APN: 511-01-012B](#), [511-01-012D](#))

**PARCEL NO. 2:**

The Northeast quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT all minerals, ores, metals of every kind and character, and all coal, asphaltum, oil, gases, fertilizers, fossils, and other like substances, as reserved by the State of Arizona in the Patent to said land; and

EXCEPTING therefrom 6% of all minerals rights as reserved in Book 78 of Deeds, page 260.

([APN: 511-15-001](#))

**EXHIBIT A**  
**(Continued)**

**PARCEL NO. 3:**

The West half of the Southeast quarter; and the Northeast quarter of the Southeast quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT 6% of all mineral rights as reserved in Book 78 of Deeds, page 260.

**(APN: 511-15-001)**

**PARCEL NO. 4:**

The Southwest quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT all minerals, ores, and metals of every kind and character, all coal, asphaltum, oil, gases, fertilizers fossils, and other like substances, as reserved by the State of Arizona, in the Patent to said land; and

EXCEPT 6% of all mineral rights as reserved in Book 78 of Deeds, page 260.

**(APN: 511-15-004)**

**PARCEL NO. 5:**

The Southeast quarter of Section 20, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT the South 200 feet thereof, as set forth in Declaration of Taking recorded in Docket 1340, page 868;

EXCEPT 1/2 of all oil, gas, and mineral rights as reserved in Docket 1427, page 931.

**(APN: 511-01-016B and 511-01-016C)**

**PARCEL NO. 6:**

The Southwest quarter of Section 21, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT the South 425.00 feet thereof, as set forth in Declaration of Taking recorded in Docket 1340, page 868; and

EXCEPT 1/2 of all oil, gas, and mineral rights as reserved in Docket 1427, page 931.

**(APN: 511-01-018B, 018C and 018D)**

**PARCEL NO. 7:**

The North half; and the Southeast quarter of Section 21, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

**EXHIBIT A**  
**(Continued)**

**EXCEPT all coal, and other minerals as reserved by the United States of America, in the Patent to said land; and**

**EXCEPTING therefrom the following described parcel:**

**BEGINNING at the Northeast corner of the Northeast quarter of said Section 21;**

**Thence along the Easterly line, South 00 degrees 22 minutes 53 seconds East, a distance of 115.00 feet;**

**Thence leaving said Easterly line, South 89 degrees 59 minutes 13 seconds West, a distance of 260.04 feet;**

**Thence North 31 degrees 34 minutes 06 seconds West, a distance of 43.11 feet;**

**Thence North 04 degrees 43 minutes 20 seconds West (measured) North 04 degrees 45 minutes 32 seconds East (record), a distance of 78.53 feet to the Northerly line of the Northeast quarter of said Section 21;**

**Thence along said Northerly line, North 89 degrees 59 minutes 13 seconds East, a distance of 288.35 feet to the POINT OF BEGINNING; and**

**EXCEPT the following Parcels A and B as set forth in Declaration of Taking recorded in Docket 1340, page 858.**

**Parcel A:**

**BEGINNING at a point in the East boundary of said Section 21, that bears North 00 degrees 15 minutes 26 seconds West 146.39 feet from the Southeast corner of said Section 21;**

**Thence South 89 degrees 26 minutes 47 seconds West, a distance of 101.15 feet;**

**Thence North 78 degrees 25 minutes 37 seconds West, a distance of 492.64 feet;**

**Thence North 84 degrees 04 minutes 31 seconds West, a distance of 36.42 feet;**

**Thence North 89 degrees 43 minutes 24 seconds West, a distance of 1784.65 feet;**

**Thence South 00 degrees 16 minutes 36 seconds West, a distance of 227.819 feet (measured) 245.00 feet (record) to the South boundary of said Section 21;**

**Thence North 89 degrees 43 minutes 24 seconds West, a distance of 200.00 feet along said South boundary;**

**Thence North 00 degrees 16 minutes 36 seconds East, a distance of 176.391 feet (measured) 195.00 feet (record);**

**Thence North 89 degrees 43 minutes 24 seconds West, a distance of 113.406 feet (measured) 78.79 feet (record) to the West boundary of the Southeast quarter of said Section 21;**

**Thence North 00 degrees 02 minutes 25 seconds East, a distance of 195.00 feet along said West boundary;**

**Thence South 89 degrees 43 minutes 24 seconds East, a distance of 2130.197 feet (measured) 2096.89 feet (record);**

**Thence South 78 degrees 25 minutes 36 seconds East, a distance of 491.80 feet;**

**EXHIBIT A**  
(Continued)

Thence South 84 degrees 29 minutes 25 seconds East, a distance of 35.91 feet;

Thence North 89 degrees 26 minutes 47 seconds East, a distance of 68.44 feet to the East boundary of said Section 21;

Thence South 00 degrees 15 minutes 26 seconds East, a distance of 145.00 feet along said East boundary to the POINT OF BEGINNING.

**Parcel B:**

The North 110 feet of the South 500 feet of the West 145 feet; and the North 2180 feet of the South 2680 feet of the West 70 feet of the East half of said Section 21.

([APN: 511-01-017B](#), 017C, 017D, and 017G)

## SCHEDULE B – Section I REQUIREMENTS

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Payment of taxes for the second half of the year 2015, plus interest and penalties, if any.
6. The name(s) of the proposed insured(s) was not furnished with the application for title insurance. Please provide the name(s) of the buyer(s) as soon as possible.

The Company reserves the right to add additional items or make further requirements after review of the requested information.

7. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.
8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company:        DRE Development, LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**SCHEDULE B – Section I**  
(Continued)

9. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$7,700,000.00  
 Dated: May 15, 2015  
 Trustor/Grantor: DRE Development, LLC, an Arizona limited liability company  
 Trustee: Wells Fargo Financial National Bank  
 Beneficiary: Wells Fargo Bank, National Association  
 Loan No. not set out  
 Recording Date: May 18, 2015  
 Recording No: 2015-32078

10. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed  
 Grantor(s): DRE Development, LLC, an Arizona limited liability company  
 Grantee(s): \_\_\_\_\_

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

11. Furnish for recordation a deed of trust, securing an indebtedness,

Executed by: TBD  
 Beneficiary: TBD  
 Amount: \$TBD

Tax Note:

Year: 2015  
 Tax Parcel No: see attached sheets

**END OF SCHEDULE B – SECTION I**

## SCHEDULE B – SECTION II

### EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2016.
- 2. The liabilities and obligations imposed upon said Land by reason of: (a) inclusion thereof within the boundaries of the Maricopa/Stanfield Irrigation and Drainage District; (b) membership of the owner thereof in the Maricopa/Stanfield Irrigation and Drainage District and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purposes of obtaining water rights for said Land.
- 3. Taxes and assessments levied by the City of Eloy.
- 4. Any rights, liens, claims or equities, if any, in favor of Central Arizona Water Conservation District.
- 5. Reservations contained in the Patent

From: The State of Arizona  
To: Herbert A. Shedd  
Recording Date: October 4, 1917  
Recording No: [Book 32 of Deeds, page 119](#)  
(as to Parcel No's. 2 and 4)

Which among other things recites as follows:

Subject to any and all easements or rights of way herefore legally obtained and now in full force and effect.

- 6. Reservations contained in the Patent

From: The State of Arizona  
To: Newton R. Bell  
Recording Date: October 4, 1917  
Recording No: [Book 32 of Deeds, page 125](#)  
(as to [Parcel No. 1](#))

Which among other things recites as follows:

Subject to any and all easements or rights of way herefore legally obtained and now in full force and effect.

**SCHEDULE B – Section II**  
**(Continued)**

7. Reservations contained in the Patent

From: The United States of America  
To: Jane L. Rappleye  
Recording Date: November 21, 1925  
Recording No: [Book 40 of Deeds, page 515](#)  
(as to [Parcel No. 3](#))

Which among other things recites as follows:

Subject to an 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 local customs, laws and decisions of courts. A right of way thereon for ditches or canals constructed by the authority of the United States of America.

8. Reservations contained in the Patent

From: The United States of America  
To: Henri Bland  
Recording Date: January 14, 1926  
Recording No: [Book 41 of Deeds, page 9](#)  
(as to Parcel No's. 6 and 7)

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 local customs, laws and decisions of courts. A right of way thereon for ditches or canals constructed by the authority of the United States of America.

9. Reservations contained in the Patent

From: The United States of America  
To: Herbert R. Probst  
Recording Date: August 31, 1927  
Recording No: [Book 43 of Deeds, page 59](#)  
(as to [Parcel No. 5](#))

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 local customs, laws and decisions of courts. A right of way thereon for ditches or canals constructed by the authority of the United States of America.

10. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.

**SCHEDULE B – Section II**  
(Continued)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Construct, operate and maintain a pipeline, telephone line, power transmission line and appurtenances thereto  
Recording Date: November 15, 1946  
Recording No: [Docket 78, page 569](#)  
(undefined Portions of Parcel No's. 1 and 2) and
- Thereafter an Amendment recorded February 10, 1961 in Docket 284, page 166.
12. A resolution in favor of Pinal County, Arizona
- For: Road Declaration (Road File No. 37)  
Recording Date: February 21, 1964  
Recording No: Docket 375, page 572
13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Construction, use maintenance, operation, replacement, and repair of levees, dikes, ditches, canals and other works of flood control and appurtenances thereto  
Recording Date: August 6, 1969  
Recording No: [Docket 575, page 767](#)  
(as to Parcel No's. 6 and 7)
14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Right of way for the construction, use, maintenance, repair, and improvement of flood control works, and for flood control purposes, and appurtenances thereto, and the right to take and use materials from said land  
Recording Date: November 10, 1969  
Recording No: [Docket 583, page 352](#)  
(as to [Parcel No. 4](#))
15. Matters contained in that certain document
- Entitled: Notice of Exercise of Reserved Right-of-Way by the United States of America  
Recording Date: June 2, 1986  
Recording No: [Docket 1364, page 786](#)
- Reference is hereby made to said document for full particulars.
16. Matters contained in that certain document
- Entitled: Agreement relating to Exercise of Reserved Right-of-Way  
Recording Date: October 22, 1987  
Recording No: [Docket 1505, page 186](#)  
(as to [Parcel No. 7](#))
- Reference is hereby made to said document for full particulars.

**SCHEDULE B – Section II**  
**(Continued)**

17. Matters contained in that certain document

Entitled: Agreement for Project Water Service  
Recording Date: December 8, 1989  
Recording No: Docket 1645, page 41  
(as to Parcel No's. 1, 2 and 7)

Reference is hereby made to said document for full particulars.

18. Matters contained in that certain document

Entitled: Notice of Interest in Mineral Rights Proceeds  
Recording Date: June 30, 1997  
Recording No: 1997-022620  
(as to Parcel No's. 1, 2 and 3)

Reference is hereby made to said document for full particulars.

19. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Maintenance, repair, and replacement of irrigations ditch, pipelines, for irrigations water flowage, and appurtenances thereto  
Recording Date: June 30, 1997  
Recording No: 1997-022624  
(as to Parcel No.1)

20. Matters contained in that certain document

Entitled: Exclusive Reciprocal Easements  
Recording Date: September 11, 1998  
Recording No: 1998-037129  
(as to Parcel No's. 5 and 6)

Reference is hereby made to said document for full particulars.

21. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 3 of Surveys, page 428.  
(Bianco Ranches, Parcel No's. 1 and 2)

And the Notice of Unauthorized Recordings, recorded April 24, 2015 in Recording No. 2015-026196.

22. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: construct, operate, and maintain communication facilities, and construct, operate and maintain a pipeline, telephone line, power transmission line, and appurtenances thereto,  
Recording Date: May 3, 2000  
Recording No: 2000-018711  
(as to Parcel No's. 1 and 2)

**SCHEDULE B – Section II**  
**(Continued)**

23. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 2000-021089  
(Bianco Ranches, Parcel No's. 1 and 2)

And the Notice of Unauthorized Recordings, recorded April 24, 2015 in Recording No. 2015-026196.

24. A resolution in favor of Pinal County, Arizona

For: Adopting Major Amendment to the Comprehensive Plan  
Recording Date: December 13, 2010  
Recording No: 2010-114955

**END OF SCHEDULE B – SECTION II**

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

**Fidelity National Title Agency, Inc.**

**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](http://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:

1. Print must be ten-point type (pica) or larger.
2. 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.
3. Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

**NOTICE:**

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p><b>Types of Information Collected.</b> You may provide us with certain personal information, like your contact information, social security number (SSN), driver’s license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p><b>How Information is Collected.</b> We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p><b>Use of Your Information.</b> We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p><b>Security Of Your Information.</b> We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p><b>Choices With Your Information.</b> Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p><b>When We Share Information.</b> We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p><b>Information From Children.</b> We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p><b>Privacy Outside the Website.</b> We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>
<p><b>Access and Correction.</b> If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p><b>Do Not Track Disclosures.</b> We do not recognize “do not track” requests from Internet browsers and similar devices.</p>
<p><b>The California Online Privacy Protection Act.</b> Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p><b>International Use.</b> By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><b>Your Consent To This Privacy Notice.</b> By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><b>Contact FNF.</b> If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

# FIDELITY NATIONAL FINANCIAL, INC.

## PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

### Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

**Personal Information.** The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

**Browsing Information.** The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

### How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- **Cookies.** From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose

not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

### Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

### When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

### Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt

out”). You may opt out of receiving communications from us about our products and/or services.

#### **Security And Retention Of Information**

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF’s privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

#### **Information From Children**

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **Privacy Outside the Website**

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

#### **International Users**

Because FNF’s headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

#### **Do Not Track Disclosures**

Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

#### **The California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and

- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

#### **Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

#### **Contact FNF**

Please send questions and/or comments related to this Privacy Notice by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016

**ATTACHMENT ONE (01-01-08)**  
**AMERICAN LAND TITLE ASSOCIATION**  
**RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured

mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. 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.
5. (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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;  
(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or  
(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (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.

2. 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.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (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.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (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.
2. Any facts, rights, interests, or claims that are not shown in 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (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.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

- a. building
- b. zoning
- c. Land use
- d. improvements on Land
- e. land division
- f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

a. notice of exercising the right appears in the Public Records at the Policy Date; or

b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:

a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.

b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

c. that result in no loss to You; or

d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- |  |   |
|--|---|
| <p>1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:</p> <ul style="list-style-type: none"> <li>a. building;</li> <li>b. zoning;</li> <li>c. land use;</li> <li>d. improvements on the Land;</li> <li>e. land division; and</li> <li>f. environmental protection.</li> </ul> <p>This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.</p> <p>2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.</p> | <p>3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.</p> <p>4. Risks:</p> <ul style="list-style-type: none"> <li>a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;</li> <li>b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;</li> <li>c. that result in no loss to You; or</li> <li>d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.c., 25, 26, 27 or 28.</li> </ul> <p>5. Failure to pay value for Your Title.</p> <p>6. Lack of a right:</p> <ul style="list-style-type: none"> <li>a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and</li> <li>b. in streets, alleys, or waterways that touch the Land.</li> </ul> |
|--|---|

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or

(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.

5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.

6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(c) and 26.

7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.

8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:

(a) The time of the advance; or

(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.

9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.



Fidelity National Title Insurance Company

# COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

*Natalie Bombardieri*

Authorized Signature



By:

*Randy Quirk*

Randy Quirk, President

Attest

*Michael Gravelle*

Michael Gravelle, Secretary

**Fidelity National Title Agency, Inc.**

60 E. Rio Salado Parkway Suite 1102  
Tempe, AZ 85281

**SCHEDULE A**

Title Officer: **Sean Barragan**  
Escrow Officer: **Christine Hughes**

Order No.: **71003029-071-CH1**  
Reference No.:

1. Effective Date: **August 18, 2016** at 7:30 a.m., Amendment Date: **August 26, 2016**, Amendment No.: **5/SMB**
2. Policy or Policies to be issued: Amount of Insurance:  
**ALTA Extended Owners Policy (6-17-06)** **\$1,785,000.00**  
  
Proposed Insured:  
**DRE Development LLC, an Arizona limited liability company**  
  
**None** **\$0.00**  
  
Proposed Insured:  
  
**None** **\$0.00**  
  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:  
  
**A FEE**
4. Title to said estate or interest in said land is at the effective date hereof vested in:  
  
**Bingham Arizona Land, L.L.C. an Arizona limited liability company as to undivided 17.85% interest and Hogle-Bawden Holdings, LLC, an Arizona limited liability company, as to undivided 82.15% interest in Parcel No. 1 and Bingham Arizona Land, L.L.C., an Arizona limited liability company as to undivided 81.67 % interest and Monti 150, LLC, an Arizona limited liability company, as to undivided 18.33% in Parcel No. 2 and Bingham Arizona Land, L.L.C., an Arizona limited liability company as to undivided 50% interest and Picacho 300, LLC, an Arizona limited liability company as to undivided 50% interest in Parcel No. 3**
5. The land referred to in this commitment is described as follows:  
  
**See Exhibit A attached hereto and by reference made a part hereof.**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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

**Parcel No. 1:**

The Southeast quarter of the Southeast quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

**Parcel No. 2:**

The Northwest quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Except the North 125.00 feet and the South 1379.00 feet of the West 100 feet thereof.

**Parcel No. 3:**

The North half of Section 20, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

EXCEPT all coal and other minerals as reserved by the United States of America in the Patents to said land, recorded in [Book 40, page 580](#) of Deeds and [Book 41, page 9](#) of Deeds and

Also except 6% of any and all oil, gas and mineral rights as reserved in instrument recorded in [Book 78, page 260](#) of Deeds.

[APN: 511-15-003A](#), 511-01-015, 511-15-002

**SCHEDULE B – Section I**  
**REQUIREMENTS**

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. Intentionally Deleted.
8. Intentionally Deleted.
9. If a work of improvement is contemplated, no work is to be commenced or materials delivered to the Land the subject of this transaction prior to the recordation of the loan documents. If work is commenced or materials delivered, the Company reserves the right to add additional items or make further requirements and the closing may be delayed.
10. Notify the title department 3 days prior to the contemplated close of escrow to arrange for a priority inspection of said Land. No work is to be commenced or materials delivered until the mortgage to be insured has been recorded.  
  
The Company reserves the right to add additional items or make further requirements if the inspection of said Land discloses the commencement of work or the delivery of materials and the closing may be delayed.
11. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s):                      Bingham Arizona Land, L.L.C. an Arizona limited liability company and Hogle-Bawden Holdings, LLC, an Arizona limited liability company and Monti 150, LLC, an Arizona limited liability company and Picacho 300, LLC, an Arizona limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

**SCHEDULE B – Section I**  
**(Continued)**

12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Bingham Arizona Land, L.L.C. an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

13. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: DRE Development LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**SCHEDULE B – Section I**  
**(Continued)**

14. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed  
Grantor(s): Bingham Arizona Land, L.L.C. an Arizona limited liability company and Hogle-Bawden Holdings, LLC, an Arizona limited liability company and Monti 150, LLC, an Arizona limited liability company and Picacho 300, LLC, an Arizona limited liability company, as their interest appears of record  
Grantee(s): DRE Development LLC, an Arizona limited liability company

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

15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Hogle-Bawden Holdings, LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**SCHEDULE B – Section I**  
**(Continued)**

16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Mont 150, LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

17. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Picacho 300, LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**SCHEDULE B – Section I**  
**(Continued)**

Tax Note:

Year: 2015  
Tax Parcel No: 511-15-003A  
Total Tax: \$1,614.42  
First Installment Amount: SPAID  
Second Installment Amount: SPAID  
(Parcel 2)

Tax Note:

Year: 2015  
Tax Parcel No: 511-15-002  
Total Tax: \$543.36  
First Installment Amount: SPAID  
Second Installment Amount: SPAID  
(Parcel 1)

Tax Note:

Year: 2015  
Tax Parcel No: 511-01-015  
Total Tax: \$6,922.20  
First Installment Amount: SPAID  
Second Installment Amount: SPAID  
(Parcel 3)

**END OF SCHEDULE B – SECTION I**



## SCHEDULE B – SECTION II

### EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.

1. Reservations contained in the Patent

From: The United States of America  
To: Jane L. Rappleye  
Recording Date: November 21, 1925  
Recording No: [Book 40 of Deeds, page 515](#)

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 the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

(Parcel 1)

2. Reservations contained in the Patent

From: The United States of America  
To: Edwin H. Bechtel  
Recording Date: September 19, 1921  
Recording No: [Book 37 of Deeds, page 135](#)

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 the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

(Parcel 2)

**SCHEDULE B – Section II**  
**(Continued)**

3. Reservations contained in the Patent

From: The United States of America  
To: William A. Plenz  
Recording Date: December 30, 1925  
Recording No: [Book 40 of Deeds, page 580](#)

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 the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.  
(The Northwest quarter of Parcel 3)

4. Reservations contained in the Patent

From: The United States of America  
To: Henri Blend  
Recording Date: January 14, 1926  
Recording No: [Book 41 of Deeds, page 9](#)

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 the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.  
(The Northeast quarter of parcel 3)

5. Water rights, claims or title to water, whether or not disclosed by the public records.

6. Intentionally Deleted.

7. Any rights, liens, claims or equities, if any, in favor of Central Arizona Water Conservation District.

8. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.

9. Intentionally Deleted.

10. Intentionally Deleted.

11. Intentionally Deleted.

12. Intentionally Deleted.

13. Intentionally Deleted.

**SCHEDULE B – Section II**  
**(Continued)**

14. Intentionally Deleted.
15. All matters as set forth in Resolution No. 82-15, a resolution of the Board of Directors of Maricopa-Stanfield Irrigation & Drainage District, relating to the exclusion of unproductive land recorded in [Docket 1141, page 447](#) (Parcels 1, 2 and 3)
16. Intentionally Deleted.
17. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
18. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
- Job No.: 1852.08  
Dated: February 17, 2016  
Prepared by: Erie & Associates, Inc.  
Matters shown: a) a wash running through a portion of Parcels 1 & 2 by the name of “Greene Wash”;
19. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2016.
20. Intentionally Deleted.

**END OF SCHEDULE B – SECTION II**

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



**Fidelity National Title Agency, Inc.**

**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](http://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:

1. Print must be ten-point type (pica) or larger.
2. 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.
3. Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

**NOTICE:**

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p><b>Types of Information Collected.</b> You may provide us with certain personal information, like your contact information, social security number (SSN), driver’s license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p><b>How Information is Collected.</b> We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p><b>Use of Your Information.</b> We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p><b>Security Of Your Information.</b> We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p><b>Choices With Your Information.</b> Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p><b>When We Share Information.</b> We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p><b>Information From Children.</b> We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p><b>Privacy Outside the Website.</b> We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>
<p><b>Access and Correction.</b> If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p><b>Do Not Track Disclosures.</b> We do not recognize “do not track” requests from Internet browsers and similar devices.</p>
<p><b>The California Online Privacy Protection Act.</b> Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p><b>International Use.</b> By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><b>Your Consent To This Privacy Notice.</b> By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><b>Contact FNF.</b> If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

# FIDELITY NATIONAL FINANCIAL, INC.

## PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

### Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

**Personal Information.** The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

**Browsing Information.** The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

### How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- **Cookies.** From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose

not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

### Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

### When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

### Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt

out"). You may opt out of receiving communications from us about our products and/or services.

#### **Security And Retention Of Information**

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

#### **Information From Children**

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **Privacy Outside the Website**

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

#### **International Users**

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

#### **Do Not Track Disclosures**

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **The California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and

- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

#### **Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

#### **Contact FNF**

Please send questions and/or comments related to this Privacy Notice by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016

**ATTACHMENT ONE (01-01-08)**

**AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

• the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured

mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (c) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. 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.
5. (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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (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.

2. 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.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (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.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy

which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. 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.
5. (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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (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.
2. Any facts, rights, interests, or claims that are not shown in 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (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.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. Land use
  - d. improvements on Land
  - e. land division
  - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.c., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or

(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.

5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.

6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(c) and 26.

7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.

8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:

(a) The time of the advance; or

(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.

9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

#0001  
CAPITAL TITLE AGENCY INC.



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
LAURA DEAN-LYLTLE

Recorded at the request of *Capital Title Agency Inc.*  
when recorded mail to

Bingham Arizona Land, LLC  
135 South Mountain Way  
Orem, Utah 84058

DATE/TIME: 03/23/07 1454  
FEE: \$20.00  
PAGES: 9  
FEE NUMBER: 2007-035353

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### Special Warranty Deed

Escrow No. 11070134

For the consideration of Ten Dollars, and other valuable considerations, I or we, Hogle-Bawden Holdings, LLC, an Arizona limited liability company as to an undivided 17.85% interest in Parcel 1 and Mont 150, LLC, an Arizona limited liability company as to an undivided 50% interest in Parcel 2 and Picacho 300, LLC, an Arizona limited liability company as to an undivided 50% interest in Parcel 3 and Hanna 120 Holdings, LLC, an Arizona limited liability company as to an undivided 17.87% in Parcel 4 and Raven II Holdings, LLC, an Arizona limited liability company as to an undivided 32.13% in Parcel 4 and Goshawk Holdings, LLC, an Arizona limited liability company as to an undivided 8.3475% in Parcel 5A and 5B and Marsh 478 Holdings, LLC, an Arizona limited liability company as to an undivided 11.35% interest in Parcel 6 and Crismon Crossings II, LLC, an Arizona limited liability company as to an undivided 36.585% interest in Parcel 8 and Hamblin 20, L.L.C., an Arizona limited liability company as to an undivided 50% interest in Parcel 9, do/does hereby convey to Bingham Arizona Land, LLC, an Arizona limited liability company, the following real property situated in Pinal, County, Arizona:

\* - interest \*\* - and *Suncraft Construction, LLC an Arizona limited liability company as to an undivided 50% interest in Parcel 7*  
See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated this 28th day of February, 2007

Hogle-Bawden Holdings, LLC  
*[Signature]*  
By: Clyde Bawden, as member

Mont 150, LLC  
*[Signature]*  
By: Clyde Bawden, as member

Picacho 300, LLC  
*[Signature]*  
By: Clyde Bawden, as member

Hanna 120 Holdings, LLC  
*[Signature]*  
By: Clyde Bawden, as member

Raven II Holdings, LLC  
*[Signature]*  
By: Clyde Bawden, as member

Goshawk Holdings, LLC  
*[Signature]*  
By: Clyde Bawden, as member

Marsh 478 Holdings, LLC  
*[Signature]*  
By: Clyde Bawden, as member

Crismon Crossings II, LLC  
*[Signature]*  
By: Clyde Bawden, as member

Suncraft Construction LLC

Hamblin 20, L.L.C.

C. Bawden  
By: Clyde Bawden, as member

C. Bawden  
By: Clyde Bawden, as member

STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 10th day of March, 2007 by  
Clyde Bawden as member of Hogte-Bawden Holdings, LLC

My Commission Expires: 4-14-09

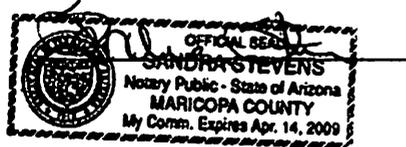


STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 10th day of March, 2007 by  
Clyde Bawden as member of Mont 150, LLC

My Commission Expires: 4-14-09

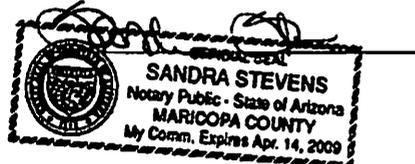


STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 10th day of March, 2007 by  
Clyde Bawden as member of Picacho 300, LLC

My Commission Expires: 4-14-09



STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 10th day of March, 2007 by  
Clyde Bawden as member of Hanna 120 Holdings, LLC

My Commission Expires: 4-14-09

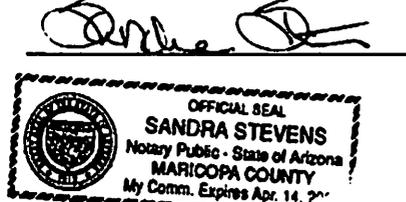


STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 10th day of March, 2007 by  
Clyde Bawden as member of Raven II Holdings, LLC

My Commission Expires: 4-14-07



STATE OF ARIZONA  
COUNTY OF Maricopa

}SS:

This instrument was acknowledged before me this 10th day of March, 2007 by  
Clayton Barden as member of Goshawk Holdings, LLC

My Commission Expires: 4-14-09



STATE OF ARIZONA  
COUNTY OF Maricopa

}SS:

This instrument was acknowledged before me this 10th day of March, 2007 by  
Clayton Barden as member of Marsh 478 Holdings, LLC

My Commission Expires: 4-14-09



STATE OF ARIZONA  
COUNTY OF Maricopa

}SS:

This instrument was acknowledged before me this 10th day of March, 2007 by  
Clayton Barden as member of Crismon Crossings II, LLC

My Commission Expires: 4-14-09



STATE OF ARIZONA  
COUNTY OF Maricopa

}SS:

This instrument was acknowledged before me this 10th day of March, 2007 by  
Clayton Barden as member of Suncraft Construction, LLC

My Commission Expires: 4-14-09



STATE OF ARIZONA  
COUNTY OF Maricopa

}SS:

This instrument was acknowledged before me this 10th day of March, 2007 by  
Clayton Barden as member of Hamblin 20, LLC

My Commission Expires: 4-14-09



Attached For Clarification

Recorded at the request of Capital Title Agency Inc. when recorded mail to

Bingham Arizona Land, LLC  
135 South Mountain Way  
Orem, Utah 84058

1 of 3

3/4

### Special Warranty Deed

Escrow No. 11070134

For the consideration of Ten Dollars, and other valuable considerations, I or we, Hogle-Bawden Holdings, LLC, an Arizona limited liability company as to an undivided 17.85% interest in Parcel 1 and Mont 150, LLC, an Arizona limited liability company as to an undivided 50% interest in Parcel 2 and Picacho 300, LLC, an Arizona limited liability company as to an undivided 50% interest in Parcel 3 and Hanna 120 Holdings, LLC, an Arizona limited liability company as to an undivided 17.87% interest in Parcel 4 and Raven II Holdings, LLC, an Arizona limited liability company as to an undivided 32.13% interest in Parcel 4 and Goshawk Holdings, LLC, an Arizona limited liability company as to an undivided 8.3475% interest in Parcel 5A and 5B and Marsh 478 Holdings, LLC, an Arizona limited liability company as to an undivided 11.35% interest in Parcel 6 and Crismon Crossings II, LLC, an Arizona limited liability company as to an undivided 36.585% interest in Parcel 8 and Hamblin 20, L.L.C., an Arizona limited liability company as to an undivided 50% interest in Parcel 9, do hereby convey to Bingham Arizona Land, LLC, an Arizona limited liability company, the following real property situated in Pinal, County, Arizona:

\* - interest \*\* - and Suncraft Construction, LLC an Arizona limited liability company as to an undivided 50% interest in Parcel 7  
See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated this 28th day of February, 2007

Hogle-Bawden Holdings, LLC  
By: Clyde Bawden, as member

Mont 150, LLC  
By: Clyde Bawden, as member

Picacho 300, LLC  
By: Clyde Bawden, as member

Hanna 120 Holdings, LLC  
By: Clyde Bawden, as member

Raven II Holdings, LLC  
By: Clyde Bawden, as member

Goshawk Holdings, LLC  
By: Clyde Bawden, as member

Marsh 478 Holdings, LLC  
By: Clyde Bawden, as member

Crismon Crossings II, LLC  
By: Clyde Bawden, as member

Suncraft Construction LLC

Hamblin 20, L.L.C.

By: Clyde Bawden, as member

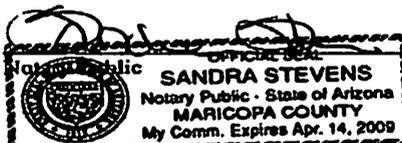
By: Clyde Bawden, as member

STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 10th day of March, 2007 by Clyde Bawden as member of Hogle-Bawden Holdings, LLC

My Commission Expires: 4-14-09

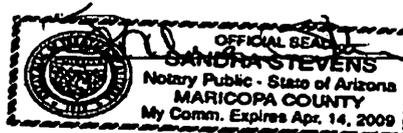


STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 10th day of March, 2007 by Clyde Bawden as member of Mont 150, LLC

My Commission Expires: 4-14-09

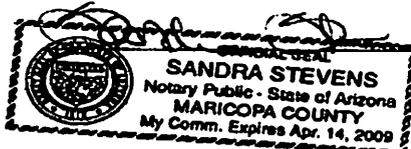


STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 10th day of March, 2007 by Clyde Bawden as member of Picacho 300, LLC

My Commission Expires: 4-14-09

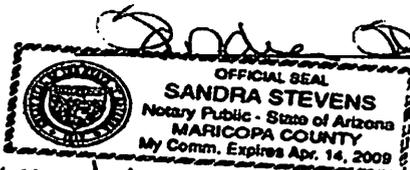


STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 10th day of March, 2007 by Clyde Bawden as member of Hanna 120 Holdings, LLC

My Commission Expires: 4-14-09

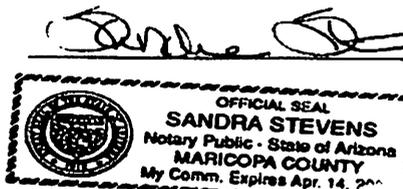


STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 10th day of March, 2007 by Clyde Bawden as member of Raven II Holdings, LLC

My Commission Expires: 4-14-09



STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 12th day of March, 2007 by  
Chad Barden as member of Goshawk Holdings, LLC

My Commission Expires: 4-14-09

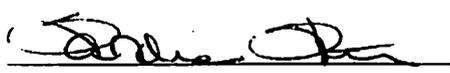


STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 12th day of March, 2007 by  
Chad Barden as member of Marsh 478 Holdings, LLC

My Commission Expires: 4-14-09



STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 12th day of March, 2007 by  
Chad Barden as member of Crismon Crossings II, LLC

My Commission Expires: 4-14-09

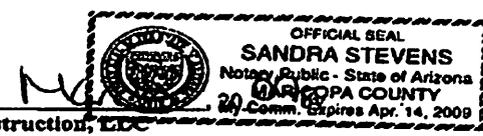


STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 12th day of March, 2007 by  
Chad Barden as member of Suncraft Construction, LLC

My Commission Expires: 4-14-09

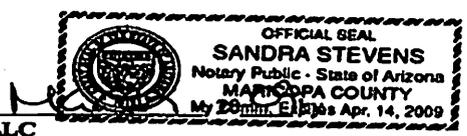


STATE OF ARIZONA  
COUNTY OF Maricopa

} SS:

This instrument was acknowledged before me this 12th day of March, 2007 by  
Chad Barden as member of Hamblin 20, LLC

My Commission Expires: 4-14-09



## LEGAL DESCRIPTION

### Parcel No. 1:

The Southeast quarter of the Southeast quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

### Parcel No. 2:

The Northwest quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Except the North 125.00 feet and the South 1379.00 feet of the West 100 feet thereof.

### Parcel No. 3:

The North half of Section 20, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

EXCEPT all coal and other minerals as reserved by the United States of America in the Patents to said land, recorded in Book 40, page 580 of Deeds and Book 41, page 9 of Deeds and

Also except 6% of any and all oil, gas and mineral rights as reserved in instrument recorded in Book 78, page 260 of Deeds.

### Parcel No. 4:

The North half of the Southwest quarter of Section 20, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

### Parcel No. 5A:

Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15 and 16, of LITTLE CHIUCHU PLANTATION, according to the survey of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 1 of Surveys, page 74, being situate in Section 18, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Together with an undivided 13/16<sup>th</sup> interest in and to Tracts A, B, C and D, of LITTLE CHIUCHU PLANTATION, according to the survey of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 1 of Surveys, page 74, being situate in Section 18, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT therefrom a portion of the North half of Section 18, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 18, said point being the TRUE POINT OF BEGINNING;

Thence South 89 degrees 52 minutes 19 seconds East along the North line of said Section 18, a distance of 1,371.33 feet to a point;

Thence South 00 degrees 52 minutes 58 seconds West, a distance of 1,282.62 feet to a point;

Thence North 89 degrees 38 minutes 55 seconds West, a distance of 1,351.30 feet to a point;

Thence North 00 degrees 00 minutes 46 seconds West, a distance of 1,277.25 feet to the TRUE POINT OF BEGINNING;  
and

EXCEPT therefrom a portion of the North half of Section 18, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona more particularly described as follows:

Commencing at the Northwest corner of said Section 18;

Thence South 89 degrees 52 minutes 19 seconds East along the North line of said Section 18, a distance of 1,371.33 feet to the TRUE POINT OF BEGINNING;

Thence South 89 degrees 52 minutes 19 seconds East, continuing along said North line a distance of 1,291.19 feet to a point;

Thence South 00 degrees 02 minutes 46 seconds West, a distance of 1,341.87 feet to a point;

Thence North 89 degrees 38 minutes 55 seconds West, a distance of 1,310.73 feet to a point;

Thence North 00 degrees 52 minutes 58 seconds East, a distance of 1,336.90 feet to the TRUE POINT OF BEGINNING.

**Parcel No. 5B:**

Lots 1, 2, 3 and 4; and the East half of the West half of Section 19, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT the South 175 feet of Government Lot 4 and the South 175 feet of the East half of the West half as conveyed to the United States of America in Docket 1349, page 790 and re-recorded in Docket 1354, page 855; and

ALSO EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said land. (Mineral reservation affects Government Lots 3 and 4 and the East half of the Southwest quarter of said Section 19).

**Parcel No. 6:**

A portion of Section 24, Township 7 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and more particularly described as follows:

Commencing at the Northwest corner of said Section 24;

Thence South 00 degrees 04 minutes 38 seconds West, along the West line of said Section 24, a distance of 1320.42 feet to a point;

Thence South 89 degrees 57 minutes 54 seconds East, a distance of 2589.58 feet to the TRUE POINT OF BEGINNING;

Thence South 89 degrees 58 minutes 00 seconds East, a distance of 2691.96 feet to a point;

Thence South 00 degrees 07 minutes 12 seconds West, a distance of 1320.15 feet to a point;

Thence South 00 degrees 08 minutes 08 seconds West, a distance of 1319.90 feet to a point;

Thence South 00 degrees 04 minutes 07 seconds West, a distance of 1319.89 feet to a point;

Thence North 89 degrees 58 minutes 38 seconds West, a distance of 2639.19 feet to a point;

Thence North 89 degrees 58 minutes 38 seconds West, a distance of 2640.22 feet to a point;

Thence North 00 degrees 04 minutes 38 seconds East, a distance of 1906.16 feet to a point;

Thence North 88 degrees 25 minutes 05 seconds East, a distance of 2590.87 feet to a point;

Thence North 00 degrees 04 minutes 16 seconds East, a distance of 1982.00 feet to the TRUE POINT OF BEGINNING.

**Parcel No. 7:**

A portion of the North half of Section 18, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and more particularly described as follows:

Commencing at the Northwest corner of said Section 18, said point being the TRUE POINT OF BEGINNING;

Thence South 89 degrees 52 minutes 19 seconds East along the North line of said Section 18, a distance of 1,371.33 feet to a point;

Thence South 00 degrees 52 minutes 58 seconds West, a distance of 1,282.62 feet to a point:

Thence North 89 degrees 38 minutes 55 seconds West, a distance of 1,351.30 feet to a point;

Thence North 00 degrees 00 minutes 46 seconds West, a distance of 1,277.25 feet to the TRUE POINT OF BEGINNING.

**Parcel No. 8:**

Lots 9, 10, 11, 13, 14 and 15, Section 24, Township 7 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

**Parcel No. 9:**

The North half of Lot 24, Section 13, Township 7 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

**AFFIDAVIT OF PROPERTY VALUE**

<p>1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(s)                  Primary Parcel: <u>SEE ATTACHED Exhibit B</u>                  BOOK MAP PARCEL SPLIT LETTER                  Does this sale include any parcels that are being split / divided?                  Check one: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                  How many parcels, <u>other</u> than the Primary Parcel, are included in this sale? <u>21</u>                  Please list the additional parcels below (no more than four):                  (1) _____ (3) _____                  (2) _____ (4) _____</p>	<p>9. <small>ASSESSOR'S USE ONLY - Buyer and Seller leave blank</small>                  (a) _____                  (b) COUNTY OF RECORDATION: <u>FINAL</u>                  (c) FEE NO: <u>2007-035353</u>                  (d) RECORD DATE: <u>03/23/07</u>                  Validation Codes:                  (e) ASSESSOR _____ (f) DOR _____                  -----  <b>ASSESSOR'S USE ONLY</b>                  Verify Primary Parcel in Item 1: _____                  Use Code: _____ Full Cash Value: \$ _____</p>
--	--

2. SELLER'S NAME AND ADDRESS  
SEE ATTACHED  
4710 East Falcon Drive #106  
Mesa, AZ 85215

3. (a) BUYER'S NAME AND ADDRESS:  
Bingham Arizona Land, LLC  
135 South Mountain Way  
Orem, Utah 84058

(b) Are the Buyer and Seller related? Yes \_\_\_\_\_ No   
 If Yes, state relationship: \_\_\_\_\_

4. ADDRESS OF PROPERTY:  
515.90 Acres I-8 & Montgomery, Casa Grande, AZ

5. MAIL TAX BILL TO:  
Bingham Arizona Land, LLC  
135 South Mountain Way  
Orem, Utah 84058

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box

a. <input checked="" type="checkbox"/> Vacant Land	f. <input type="checkbox"/> Commercial or Industrial Use
b. <input type="checkbox"/> Single Family Residence	g. <input type="checkbox"/> Agricultural
c. <input type="checkbox"/> Condo or Townhouse	h. <input type="checkbox"/> Mobile or Manufactured Home
d. <input type="checkbox"/> 2-4 Plex	i. <input type="checkbox"/> Other Use: Specify: _____
e. <input type="checkbox"/> Apartment Building _____	

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:  
 To be occupied by owner or "family member."  
 To be rented to someone Other than "family member."  
See reverse side for definition of a "family member."

8. NUMBER OF UNITS: \_\_\_\_\_  
For Apartment Properties, Motels, Hotels, Mobile Home Parks, RV Parks, Mini-Storage Properties, etc.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller/Agent: [Signature]  
 State of Arizona, County of Maricopa  
 Subscribed and sworn to before me this 23 day of March, 2007  
 Notary Public: [Signature]  
 Notary Expiration Date: 4-14-09  
Sandra Stevens,  
4-14-09

10. TYPE OF DEED OR INSTRUMENT (Check Only One Box):  
 a.  Warranty Deed      d.  Contract or Agreement  
 b.  Special Warranty Deed      e.  Quit Claim Deed  
 c.  Joint Tenancy Deed      f.  Other: \_\_\_\_\_

11. SALE PRICE: \$ 8,250,000.00

12. DATE OF SALE (Numeric Digits): 03 / 07  
Month Year  
 (For example: 03 / 05 for March 2005)

13. DOWN PAYMENT: \$ 250,000.00

14. METHOD OF FINANCING:  
 a.  Cash (100% of Sale Price)  
 b.  Exchange or trade  
 c.  Assumption of existing loan(s)  
 d.  Seller Loan (Carryback) \_\_\_\_\_  
 e.  New loan(s) from financial institution:  
     (1)  Conventional      (2)  VA      (3)  FHA  
 f.  Other financing; Specify: \_\_\_\_\_

15. PERSONAL PROPERTY (see reverse side for definition):  
 (a) Did the Sale Price in Item #11 include Personal Property that impacted the Sale Price by 5% or more? Yes \_\_\_\_\_ No   
 (b) If Yes, provide the dollar amount of the Personal Property:  
 \$ 00 AND  
 briefly describe the Personal Property: \_\_\_\_\_

16. PARTIAL INTEREST: If only a partial ownership interest is being sold, Briefly describe the partial interest: \_\_\_\_\_

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone):  
BUYER AND SELLER HEREIN  
 Phone ( ) - \_\_\_\_\_

18. LEGAL DESCRIPTION (attach copy if necessary):  
SEE ATTACHED "LEGAL DESCRIPTION"

Signature of Buyer/Agent: [Signature]  
 State of Utah, County of Maricopa  
 Subscribed and sworn to before me this 23 day of March, 2007  
 Notary Public: [Signature]  
 Notary Expiration Date: 4/16/08  
SEE ATTACHED seal/acknowledgment attached  
 (Revised 5/2003)

This certificate is attached to a 1 page document entitled Affidavit of Property Value (or dealing with) and dated 3/8/07.  
# of pages

**ACKNOWLEDGMENT CERTIFICATE**

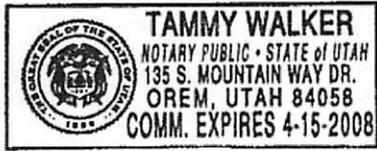
State of Utah  
County of Utah

On this 8<sup>th</sup> day of March, 2007 (Year)

Marc C Bingham personally appeared before me,  
Print name(s) of signer(s)

- who is personally known to me
- whose identity I proved on the basis of \_\_\_\_\_
- whose identity I proved on the oath/affirmation of \_\_\_\_\_, a credible witness

as the signer(s) of the attached instrument, and he/she/they acknowledged that he/she/they signed the instrument voluntarily for the purpose expressed in it.



Witness my hand and official seal.

Tammy Walker  
Signature of Notary  
Tammy Walker/Utah/4/15/08  
Print Notary's Name, County in which Commissioned and Commission Expiration Date

(Seal)

4/97

## LEGAL DESCRIPTION

### Parcel No. 1:

The Southeast quarter of the Southeast quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

### Parcel No. 2:

The Northwest quarter of Section 17, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Except the North 125.00 feet and the South 1379.00 feet of the West 100 feet thereof.

### Parcel No. 3:

The North half of Section 20, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

EXCEPT all coal and other minerals as reserved by the United States of America in the Patents to said land, recorded in Book 40, page 580 of Deeds and Book 41, page 9 of Deeds and

Also except 6% of any and all oil, gas and mineral rights as reserved in instrument recorded in Book 78, page 260 of Deeds.

### Parcel No. 4:

The North half of the Southwest quarter of Section 20, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

### Parcel No. 5A:

Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15 and 16, of LITTLE CHIUCHU PLANTATION, according to the survey of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 1 of Surveys, page 74, being situate in Section 18, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Together with an undivided 13/16<sup>th</sup> interest in and to Tracts A, B, C and D, of LITTLE CHIUCHU PLANTATION, according to the survey of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 1 of Surveys, page 74, being situate in Section 18, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT therefrom a portion of the North half of Section 18, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 18, said point being the TRUE POINT OF BEGINNING;

Thence South 89 degrees 52 minutes 19 seconds East along the North line of said Section 18, a distance of 1,371.33 feet to a point;

Thence South 00 degrees 52 minutes 58 seconds West, a distance of 1,282.62 feet to a point;

Thence North 89 degrees 38 minutes 55 seconds West, a distance of 1,351.30 feet to a point;

Thence North 00 degrees 00 minutes 46 seconds West, a distance of 1,277.25 feet to the TRUE POINT OF BEGINNING;  
and

EXCEPT therefrom a portion of the North half of Section 18, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona more particularly described as follows:

Commencing at the Northwest corner of said Section 18;

Thence South 89 degrees 52 minutes 19 seconds East along the North line of said Section 18, a distance of 1,371.33 feet to the TRUE POINT OF BEGINNING;

Thence South 89 degrees 52 minutes 19 seconds East, continuing along said North line a distance of 1,291.19 feet to a point;

Thence South 00 degrees 02 minutes 46 seconds West, a distance of 1,341.87 feet to a point;

Thence North 89 degrees 38 minutes 55 seconds West, a distance of 1,310.73 feet to a point;

Thence North 00 degrees 52 minutes 58 seconds East, a distance of 1,336.90 feet to the TRUE POINT OF BEGINNING.

**Parcel No. 5B:**

Lots 1, 2, 3 and 4; and the East half of the West half of Section 19, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT the South 175 feet of Government Lot 4 and the South 175 feet of the East half of the West half as conveyed to the United States of America in Docket 1349, page 790 and re-recorded in Docket 1354, page 855; and

ALSO EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said land. (Mineral reservation affects Government Lots 3 and 4 and the East half of the Southwest quarter of said Section 19).

**Parcel No. 6:**

A portion of Section 24, Township 7 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and more particularly described as follows:

Commencing at the Northwest corner of said Section 24;

Thence South 00 degrees 04 minutes 38 seconds West, along the West line of said Section 24, a distance of 1320.42 feet to a point;

Thence South 89 degrees 57 minutes 54 seconds East, a distance of 2589.58 feet to the TRUE POINT OF BEGINNING;

Thence South 89 degrees 58 minutes 00 seconds East, a distance of 2691.96 feet to a point;

Thence South 00 degrees 07 minutes 12 seconds West, a distance of 1320.15 feet to a point;

Thence South 00 degrees 08 minutes 08 seconds West, a distance of 1319.90 feet to a point;

Thence South 00 degrees 04 minutes 07 seconds West, a distance of 1319.89 feet to a point;

Thence North 89 degrees 58 minutes 38 seconds West, a distance of 2639.19 feet to a point;

Thence North 89 degrees 58 minutes 38 seconds West, a distance of 2640.22 feet to a point;

Thence North 00 degrees 04 minutes 38 seconds East, a distance of 1906.16 feet to a point;

Thence North 88 degrees 25 minutes 05 seconds East, a distance of 2590.87 feet to a point;

Thence North 00 degrees 04 minutes 16 seconds East, a distance of 1982.00 feet to the TRUE POINT OF BEGINNING.

**Parcel No. 7:**

A portion of the North half of Section 18, Township 7 South, Range 5 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and more particularly described as follows:

Commencing at the Northwest corner of said Section 18, said point being the TRUE POINT OF BEGINNING;

Thence South 89 degrees 52 minutes 19 seconds East along the North line of said Section 18, a distance of 1,371.33 feet to a point;

Thence South 00 degrees 52 minutes 58 seconds West, a distance of 1,282.62 feet to a point:

Thence North 89 degrees 38 minutes 55 seconds West, a distance of 1,351.30 feet to a point;

Thence North 00 degrees 00 minutes 46 seconds West, a distance of 1,277.25 feet to the TRUE POINT OF BEGINNING.

**Parcel No. 8:**

Lots 9, 10, 11, 13, 14 and 15, Section 24, Township 7 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

**Parcel No. 9:**

The North half of Lot 24, Section 13, Township 7 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Exhibit "B"

Tax Parcel #511-15-002 (Parcel No. 1) – HOGLE-BAWDEN HOLDINGS, LLC, an Arizona limited liability company as to an undivided 17.85% interest.

Tax Parcel #511-15-003A (Parcel No. 2) – MONT 150, L.L.C., an Arizona limited liability company as to an undivided 50% interest

Tax Parcel #511-01-015 (Parcel No. 3) – PICACHO 300 LLC, an Arizona limited liability company as to an undivided 50% interest

Tax Parcel #511-01-014D (Parcel No. 4) – RAVEN II HOLDINGS, LLC, an Arizona limited liability company as to an undivided 32.13% interest and HANNA 120 HOLDINGS, LLC, an Arizona limited liability company as to an undivided 17.87% interest.

Tax Parcel #511-68-001

511-68-002A

511-68-004A

511-68-005

511-68-006

511-68-007

511-68-008

511-68-009

511-68-010

511-68-011

511-68-015

511-68-016 (Parcel No. 5A) – GOSHAWK HOLDINGS, L.L.C., an Arizona limited liability company, as to an undivided 8.3475% interest

Tax Parcel #511-16-003D ( Parcel No. 5B) – GOSHAWK HOLDINGS, L.L.C., an Arizona limited liability company, as to an undivided 8.3475% interest

Tax Parcel #500-23-014A (Parcel No. 6) – MARSH 478 HOLDINGS LLCm an Arizona limited liability company, as to an undivided ~~39%~~ interest

11.35%

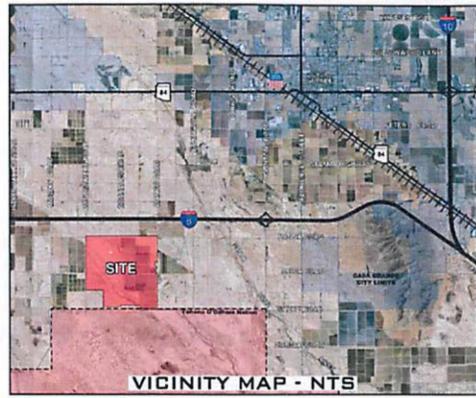
Tax Parcel #511-68-004B (Parcel No. 7) – SUNCRAFT CONSTRUCTION LLC, an Arizona limited liability company, as to an undivided 50% interest

Tax Parcel #500-23-004 (Parcel No. 8) – CRISMON CROSSINGS II LLC, an Arizona limited liability company, as to an undivided 36.585% interest

Tax Parcel #500-19-012A (Parcel No. 9) – HAMBLIN 20, L.L.C., an Arizona limited liability company as to an undivided 50% interest

## **ATTACHMENT II**

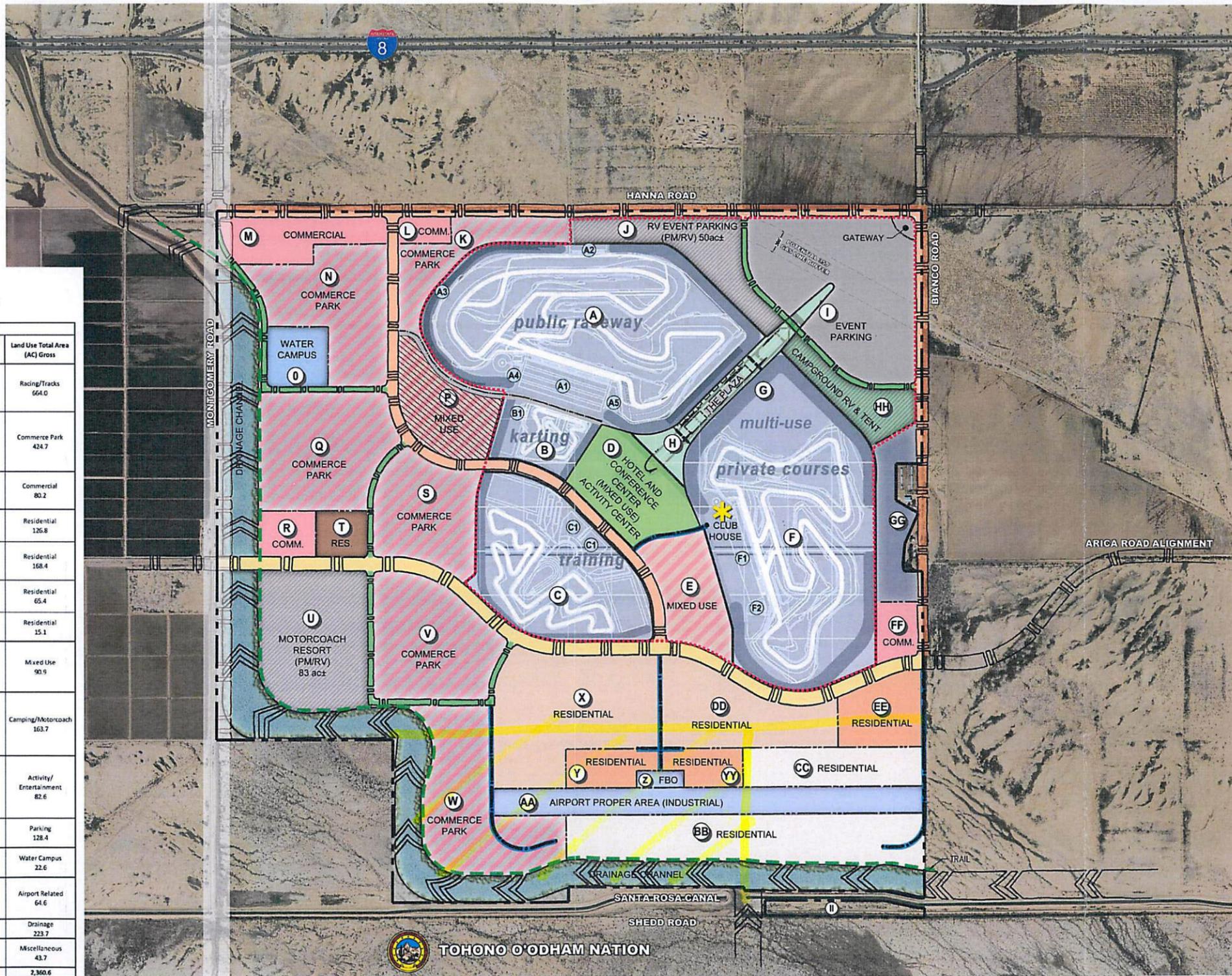
### **PROPOSED DEVELOPMENT PLAN MAP**



**Vitesse Preliminary Development Summary**

Conceptual Land Use Plan A-3						
Parcel	Comprehensive Plan Land Use	Land Use	Area (AC) Gross	Density/Intensity (DU/AC)	Estimated Dwelling Units	Land Use Total Area (AC) Gross
A	Employment	Public Raceway	246.9			Racing/Tracks 664.0
B		Karting	32.9			
C		Training	129.7			
F		Private Courses	230.7			
G		Multi-Use	23.8			
K	Employment/General Commercial	Commerce Park	41.4			Commerce Park 424.7
N			76.6			
Q			81.8			
S			62.3			
V			82.1			
W			80.5			
L			9.8			
M			40.5			
R	Commercial	Commercial	15.8			Commercial 80.2
FF			14.1			
BB	Low Density Residential (0-2 du/ac)	Residential	89.8	0-2.0	253	Residential 126.8
CC			37.0			
DD	Moderate Low Density Residential (1-3.5 du/ac)	Residential	64.6	2.0-5.0	589	Residential 168.4
X			103.8			
Y	Medium Density Residential (3.5-8 du/ac)	Residential	17.2	5.0-10.0	523	Residential 65.4
YY			14.7			
EE	High Density Residential (8-24 du/ac)	Residential	33.5	10.0-20.0	226	Residential 15.1
T			15.1			
E	Mixed Use-Residential Focused	Mixed Use	44.8	2.0-5.0	134	Mixed Use 90.9
p*			46.1			
U	**	Motorcoach Resort	83.3			Camping/Motorcoach 163.7
HH	Restricted Use Open Space	Campground RV & Tent	30.3			
J	**	RV Event Parking	50.1			
D	Hospitality & Tourism Activity Center	Hotel and Conference Center (Mixed Use) Activity Center	50.8			Activity/Entertainment 82.6
H	Low Intensity Activity Center	The Plaza	27.7			
I	**	Event Parking/Gateway	128.4			Parking 128.4
O	General Public Facilities & Services	Water Campus	22.6			Water Campus 22.6
Z	Aviation Based Commerce Center	Fixed-Base Operator	4.2			Airport Related 64.6
AA	Existing/Planned Open Space	Airport Proper Area	60.4			Drainage 223.7
		Drainage Way/Trail	223.7			
GG	**	Undefined	31.5			Miscellaneous 43.7
II	Recreation/Conservation	Remnant Parcel	12.2			
		<b>Total</b>	<b>2,360.6</b>		<b>1,725.0</b>	<b>2,360.6</b>

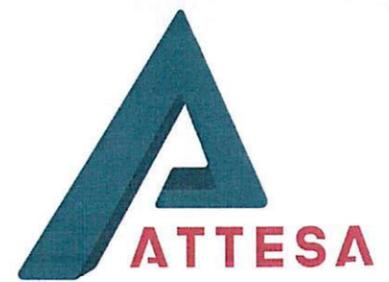
\* Potential land use revision.  
\*\* No corresponding Comprehensive Plan land use.



- LEGEND**
- PROJECT BOUNDARY: [Dashed line]
  - THE MOTORSPORTS VENUE (PARCELS A,B,C,D,E,F,G & H): [Dotted line]
  - PROPOSED VITESSE TRAIL: [Dashed line]
- PARKING LEGEND**
- (A1) PRELIMINARY PRIMARY PIT BUILDING AND PADDOCK
  - (A2) PRELIMINARY SECONDARY PIT BUILDING, PADDOCK AND ESTATES STORES
  - (A3) PRELIMINARY 25FT RV BERM
  - (A4) PRELIMINARY OFFICIALS PARKING
  - (A5) PRELIMINARY VIP PARKING
  - (B1) PRELIMINARY PRIMARY PADDOCK AND CIK BOX
  - (C1) PRELIMINARY WELCOME CENTER AND PARKING
  - (F1) PRELIMINARY PADDOCK
  - (F2) PRELIMINARY CLUB PARKING
- CP = COMMERCE PARK (INCLUDES OFFICE, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS)
- PM/RV = PARK MODEL/ RECREATIONAL VEHICLE

**DRAFT**  
16-0624

SCALE FEET



PINAL COUNTY, AZ  
**CONCEPTUAL LAND USE PLAN A-3**

SCALE: 1"=800'  
HW PROJ#:1595 JUNE 2016 NORTH  
**HILGARTWILSON**  
ENGINEER | PLAN | SURVEY | MANAGE  
This plan is conceptual and subject to change through the planning and development process.

# **ATTACHMENT III**

## **WATER DEMAND CALCULATIONS**

September 12, 2016

## PROJECT SITE INFORMATION

Name of Proposed Project:

**Attesa**

	TOTAL ACRES	Acres in Turf	Acres in LWU	Acres NWU	Acres Commercial	Acres Right of way LWU	Acres Swimming Pools
<b>Residential acres</b>							
Single family acres*	253.77						
Multi-family acres**	36.08						
Total residential acres	289.85						
<b>Non-residential acres</b>							
Commercial/Multi-Use acres	169.00	0.41	11.13	13.25	131.07	12.86	0.28
Commerce Park acres	424.70	3.82	72.62	6.63	333.07	8.55	
Common area acres	556.45	75.91	91.25	375.86	0.00	13.43	
Parcel A - Public Raceway acres	246.90	8.37	83.54	144.99	10.00		
Parcel B - Karting acres	32.90	4.14	16.80	1.96	10.00		
Parcel C - Training acres	129.70	4.69	5.56	109.45	10.00		
Parcel D - Hotel/Conference Center acres	50.80	3.18	9.53	1.94	34.31		1.85
Parcel F-Private Course/Clubhouse acres	230.70	7.48	66.99	154.52	1.43		0.28
Parcels G & H - Multi-use & The Plaza acres	51.50	1.73	5.19	24.58	20.00		
Parcels U & HH - Motorcoach Resort & Campground RV/Tent acres	113.60	1.42	26.96	10.39	74.83		
Parcels Z & AA - FBO & Airport acres	64.60	9.85	14.94	26.24	13.57		
Total non-residential tract acres	2070.85	121.00	404.51	869.82	638.28	34.83	2.41

**Total Project Acres**

2360.70

Number of golf course holes

NA

\*Single family acres is the square footage of all single family lots converted into acres.

\*\*Multi-family acres is the square footage of all multi-family tracts converted into acres.

NOTE: LWU = Low water use landscape, NWU = No water use (hardscape or unwatered native vegetation)

**PLEASE FILL OUT AND PRINT BOTH WORKSHEETS AND ATTACH TO YOUR APPLICATION!**

September 12, 2016		PROJECT DEMAND CALCULATOR				
Name of Proposed Project:		Attesa				
<b>INSTRUCTIONS:</b> This spreadsheet is designed to help you calculate the water demand for your proposed development for purposes of applying for a Certificate of Assured Water Supply, Water Adequacy Report or Analysis of Assured (or Adequate) Water Supply. Please enter information into the blue boxes as applicable. If you need help with this form, please contact the Office of Assured and Adequate Water Supply at (602) 771-8599.						
<b>NOTE:</b> This sheet, when completed, does not constitute approval of the demand estimate for your proposed development. It is intended for general estimation purposes only. The final, official demand estimates will be determined by the Department upon review of your complete application.						
Enter the AMA the subdivision is located in*:		PINAL	* Enter PHX for Phoenix, TUC for Tucson, PIN for Pinal, PRE for Prescott or SCR for Santa Cruz.			
If you are not sure if you are located inside or outside of an AMA, contact the Office of Assured and Adequate Water Supply at (602) 771-8599.						
Enter the COUNTY the subdivision is located in:		PINAL	* Enter either APACHE, COCHISE, COCONINO, GILA, GRAHAM, GREENLEE, LA PAZ, MARICOPA, MOHAVE, NAVAJO, PIMA, PINAL, SANTA CRUZ, YAVAPAI, or YUMA.			
<b>Residential Usage*</b>						
Category	PPHU	GPCD or per house/day	Demand/HU/YR (af/yr)	No. HU (Lots)	Residential Demand/Yr (af/yr)	
Single Family Vacation Homes (int) <sup>†</sup>	3.10	45.00	0.16	1409.00	165.13	
Multi-Family Vacation Homes (int) <sup>†</sup>	2.87	45.00	0.14	477.00	51.75	
Multi-Family Homes (int)	2.87	45.00	0.14	226.00	32.69	
Single Family Landscape (ext)	1.00	119.00	0.13	1409.00	187.82	
Multi-Family Landscape (ext)	1.00	77.00	0.09	703.00	60.63	
Single family Demand/HU/YR			0.32			
Multifamily Demand/HU/YR			0.23			
<sup>†</sup> Estimated Vacation Home occupancy 75% of the year. Interior demand reduced 25%.						
<b>Large Lot Adjustment</b>						
	Square Feet	Acres	Demand Factor (af/yr)	No. HU (Lots)	Large Lot Adjustment Demand/Yr (af/yr)	
Average Lot Size (sq. ft)**	12,007	0.28				
TMP Model Lot Size (sq. ft)	7,500 - 10,000	0.17 - 0.23				
Large Lot Adjustment	2007.41	0.05				
1/2 low water use	1003.70	0.02	1.50	253.00	8.74	
1/2 turf	1003.70	0.02	4.80	253.00	27.98	
**NOTE: If the subdivision contains several groupings of lot sizes, the large lot adjustment needs to be calculated for each grouping of large lot sizes. If CC&Rs with landscaping restrictions for the residential lots will be adopted, a modified large lot adjustment can be calculated based on the specific landscaping restrictions. Contact the Office of Assured and Adequate Water Supply for assistance in calculating the large lot adjustment for subdivisions with several groupings of large lot sizes or if CC&Rs limiting landscaping within the residential lots will be adopted.						
<b>Total Residential Demand</b>					534.75	
<b>Non-Residential Usage***</b>						
For each category please enter either square feet or acres of land for that type of non-residential use within your subdivision.						
Category	Square Feet	Acres	Demand Factor (af/ac)	Non-Residential Demand (af/yr)		
Common Area1		404.51	1.50 low water use	606.76		
Common Area2		121.00	4.80 turf	580.80		
Right of Way		34.83	1.50 low water use	52.25		
Golf Course		0.00	AMA Turf Program - contact AMA	0.00		
Commercial use		638.28	1.67 all acres	1065.93		
6 Public Pools (length x width = square feet)	105160.00	2.41	Based on closest AMA pool	16.69		
Parks1		0.00	1.50 low water use	0.00		
Parks2		0.00	4.80 turf	0.00		
Retention/Detention Basins		0.00	1.50 low water use	0.00		
Retention/Detention Basins		0.00	4.80 turf	0.00		
School Landscape1		0.00	1.50 low water use	0.00		
School Landscape2		0.00	4.80 turf	0.00		
<b>Special Event Demand</b>						
	Number of Spectators/Year					
Special Event Racing/Festival use	577,500		12 GPC demand factor	21.27		
Special Event Concert use	50,000		7.5 GPC demand factor	1.15		
***NOTE: If your application is for a change of ownership from a previously issued Certificate of Assured Water Supply, and is for only a portion of the original Certificate, contact the Office of Assured and Adequate Water Supply to pro-rate non-residential area acreage.						
<b>Total Non-Residential Demand</b>					2344.85	
<b>Distribution Losses</b>						
	Residential	Non-Residential	Total	Loss Factor %	Distribution Losses (af/yr)	
Demand af/yr	534.75	2344.85	2879.61	10.00	287.96	
<b>Construction</b>						
	No. of Lots	Demand (gals/lot)	100 yr demand (af)	Construction Demand (af/yr)		
	2112.00	10000.00	225.37	2.25		
<b>Total Demand Per Year</b>						
Residential Usage af/yr	534.75	Non-Residential Usage 2344.85	Lost & Unaccounted for 287.96	Construction 2.25	Total Non-Res 2635.07	Total Demand Per Year (af/yr) 3169.82
Residential Usage GPCD	83				Total Demand GPCD	493
Annual Build Out Demand	3169.82					

**ATTACHMENT IV**

**HYDROLOGIC STUDY**



28-700905.0000  
Attesa

RECEIVED  
SEP 16 2016  
OFFICE OF  
ASSURED WATER SUPPLY

**DEMONSTRATION OF PHYSICAL  
AVAILABILITY OF GROUNDWATER  
for**

**ATTESA**  
Pinal County, Arizona

Return  
to  
Rick after  
review.

Prepared for

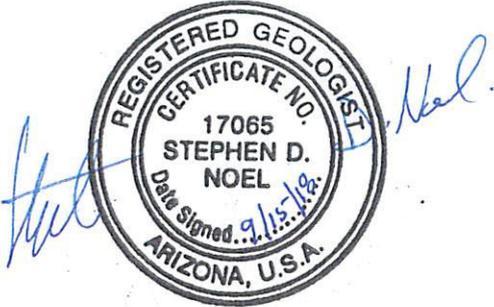
**DRE Developm**  
16066 North 77  
Scottsdale, Arizo

Found this in Louis  
cube. Do you  
need this still?

Prepared by

**Southwest Groundwat**  
3033 North 44<sup>th</sup>  
Suite 120  
Phoenix, AZ 85018

September 15, 2016

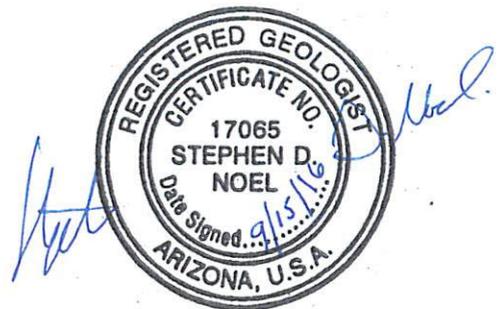


Expires: 9/30/18



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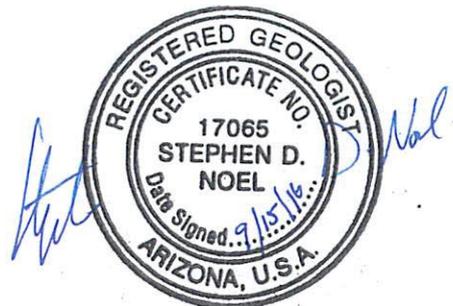


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## A. EXECUTIVE SUMMARY

Attesa (Project) is located in the Maricopa-Stanfield Sub-basin of the Pinal Active Management Area (AMA). The Project encompasses approximately 2,361 acres in sections 16, 17, 20, and 21 of Township 7 South, Range 5 East of the Gila and Salt River Baseline and Meridian (Figure 1). Attesa is designed to be a multifunctional automotive research and motorsports entertainment facility.

The Conceptual Land Use Plan for this unique project was prepared by HilgartWilson (2016) and is provided in Appendix A. The property is divided into race track acres, an amphitheater area, hotel, commercial areas, common areas, single family residential homes, multi-family motorcoach and campground areas, and parking areas. The proposed land use results in a projected water demand of 3,169.82 acre feet per year (ac-ft/yr) using the Arizona Department of Water Resources (ADWR) (2015) demand calculator (Appendix A).

The proposed water supply is groundwater from the regional alluvial aquifer. Water service to the Project will be provided by Arizona Water Company – Pinal Valley (AWC-PV).

This hydrogeologic report has been prepared by Southwest Groundwater Consultants (SGC) in order to evaluate the groundwater resources available to the Project and to establish the long-term yield of the source aquifer. Hydrogeologic data presented in this report were compiled from various hydrogeologic literature sources, including the Arizona Department of Water Resources (ADWR), the United States Geological Survey (USGS), and SGC.

The long-term 100-year impact on the aquifer due to the projected groundwater pumping for the Project was estimated using the numerical Regional Groundwater Flow Model of the Pinal AMA (Pinal Model) (Liu et.al., 2014). ADWR recently released the Pinal AMA Groundwater Model Projections out to 2120 (Yunker, 2016), which was built upon the Pinal Model. Model files for Pinal Model Run 4 were provided by ADWR, but ADWR continues to work to develop a new base 100-year predictive model scenario for new Assured Water Supply applicants. Pinal Model Run 4 was modified to construct a base for the model runs presented in this study..

The projected total withdrawal of 3,169.82 ac-ft/yr for the Project plus the current and committed area demands, results in a simulated depth to groundwater of 767 feet below land surface (ft bls) at the simulated AWC-PV wells. This simulated depth to groundwater beneath the Project after 100 years of pumping current, committed, and approved demands is less than the 1,100 ft bls.



depth to groundwater limit established for water providers inside the Pinal AMA by ADWR Rule R12-15-716.

The model results for scenarios with and without the Project pumping indicate that no wells in the model domain are caused to go dry or have a depth to static water level exceeding 1,100 ft bls after 100 years as a result of the added pumping. Therefore, based on the impact analysis presented, sufficient groundwater is available in the underlying regional aquifer to meet the water demands of the proposed Project for 100 years.



## B. INTRODUCTION

The Project is located in the Maricopa-Stanfield Sub-basin of the Pinal AMA, within sections 16, 17, 20, and 21 of Township 7 South, Range 5 East of the Gila and Salt River Baseline and Meridian (Figure 1). AWC-PV will serve water to the Project through a central distribution system. Water for the Project will consist of groundwater, which was simulated for purposes of demonstrating sufficient water availability to be provided by three existing AWC-PV wells. The location of the wells is presented on Figure 2. The study area, in this report, is an approximate 2 mile radius around the Project.

The Project consists of approximately 2,361 acres located south of Hanna Road, west of Bianco Road, north of Shedd Road, and east of Montgomery Road in Pinal County, Arizona (Figure 1). The Casa Grande Mountains are approximately 6 miles east of the Project the Silver Reef Mountains are approximately 4 miles to the south, and the Table Top Mountains are approximately 11 miles west. Greene Wash runs through the southwestern portion of the Project.

This hydrologic report demonstrates the physical availability of groundwater to the Project for 100 years using historic and existing hydrologic data in conjunction with current groundwater flow models developed for the region. This report has been organized into seven sections as outlined in the *Substantive Policy Statement, Hydrologic Studies Demonstrating Physical Availability of Groundwater for Assured and Adequate Water Supply Applications* (ADWR, 8/31/07). An evaluation of existing, issued, and the Project demand is presented in Section C. A description of the water supply for the Project is discussed in Section D. The detailed review of the regional hydrogeology is presented in Section E. Impact analysis methods and results are discussed in Section F, followed by the conclusions of this study in Section G.



## C. DEMAND DESCRIPTION

### C.1 EXISTING USES

Existing uses include all lots and parcels that receive water from any provider or by individual wells. Existing uses include agriculture, municipal, residential, industrial, commercial, and exempt wells. Pursuant to A.R.S. 45-454, exempt wells are considered in this report to be an existing use of groundwater in the study area. The current Project area average groundwater level decline of 0.5 ft/year (see Section E.13 of this report) reflects the evolving and changing demands of these existing uses on the regional aquifer. In addition, the Pinal Model Run 4 (Yunker, 2016) simulates existing demands through 2014.

### C.2 ISSUED DEMANDS

The projected impact on the regional aquifer also includes water demands associated with ADWR approved Certificates of Assured Water Supply (CAWS), Designations of Assured Water Supply (DAWS), and Analyses of Assured Water Supply (AAWS). Many of these projects are not already being served water, but are projected to be served with groundwater at some time in the future.

In addition, the Pinal Model Run 4 (Yunker, 2016) incorporates demands from Type 1 and Type 2 water rights, Indian Community pumping, and municipal pumping in place of retired agricultural pumping. A discussion of committed demands in the model area that were incorporated in the Pinal Model Run 4 is provided in Appendix B (Liu et.al., 2014, Pages 73 to 82; Yunker, 2014; Yunker, 2016).

SGC included additional committed demands in the model in support of the pending analysis of Assured Water Supply for the Arcus Copper Mountain Project (ADWR No. 28-700902.0000). A total of 3,977.5 ac-ft/yr was added to wells in the AWC-PV service area.

### C.3 APPLICATION DEMAND

The AAWS application demand for Attesa is 3,169.82 ac-ft/yr (1,965.2 gpm annual average). The ADWR demand calculator (2015) was used to estimate the demand based on the Conceptual Land Use Plan (HilgartWilson, 2016) (Appendix A). The sections below describe how the water demand was estimated for the many facets of this unique development..



### C.3.1 Residential Usage

The estimated per capita occupancy rate is 3.10 capita per single family unit and 2.87 capita per multi-family unit. The property has been divided according to the following residential land use categories:

Residential Use	Approximate Acreage	Approximate # of Units
Single Family Vacation Homes	253.77	1,409
Multi-Family Vacation Homes	24.65	477
Multi-Family Homes	11.43	226
<b>Total</b>	<b>289.85</b>	<b>2,112</b>

Source: HilgartWilson (2016)

It is estimated that the vacation homes will only be occupied 75% of the year. The residential interior water demand for the 1,409 single family vacation homes and the 477 multi-family vacation homes was calculated for 75% of the year. The exterior landscaping water demands were calculated at 100% for all homes. Standard demand rates were applied to estimate water demand for interior and exterior residential uses.

### C.3.2 Non-Residential Usage

The estimated acreage and land uses for the non-residential parcels are provided on the Project Site Information sheet in Appendix A. A total of six swimming pools are planned at Attesa. It is estimated that four swimming pools will be located within Parcel D at the Hotel. One swimming pool is planned within the residential portion of Parcel E. Another swimming pool will be located at the Clubhouse in Parcel F.

To account for water demands at the special events planned throughout the year at Attesa, the following assumptions were made:

Event Type	Estimated # of Events/Year	Estimated # of Days/Event	Estimated # of Spectators/Day	Estimated # of Spectators/Year
Tier 1 Racing	1	3	50,000	150,000
Tier 2 Racing	2	3	8,333	50,000
Motorcycle Racing	1	3	48,500	145,500
Karting	1	3	4,667	14,000
Off Road Racing	2	3	4,667	28,000
Festival	2	4	23,750	190,000
Concert	5	1	10,000	50,000
<b>Total/Year</b>	<b>14</b>	<b>34</b>	<b>149,917</b>	<b>627,500</b>

Source: HilgartWilson (2016)



The water demand for the racing, karting, and festival events was calculated using a rate of 12 gallons per spectator per year (HilgartWilson, 2016). It is estimated that a total of 577,500 spectators will attend these events in one year. The estimated water demand for the racing and festival events is 21.27 ac-ft/yr.

The water demand for the concert events was calculated using a rate of 7.5 gallons per spectator per year (HilgartWilson, 2016). It is estimated that a total of 50,000 spectators will attend concerts at Attesa in one year. The estimated concert events water demand was calculated to be 1.15 ac-ft/yr.

A copy of the demand calculator (ADWR, 2015) and the Conceptual Land Use Plan (HilgartWilson, 2016) are presented in Appendix A. Based on the demand assumptions identified above and other ADWR standard demand assumptions for subdivisions in the Pinal AMA, the total application demand for Attesa is 3,169.82 ac-ft/yr (1,965.2 gpm annual average).



## **D. WATER SUPPLY DESCRIPTION**

The proposed source of water supply to the Project is groundwater. Legal availability of groundwater will be demonstrated by submitting a Notice of Intent to Serve form(s) at a later time as part of the CAWS application process for the Project. Continuous and physical availability of groundwater to the Project for 100-years will be demonstrated using the numerical groundwater flow model presented in Section F of this study.



## E. AQUIFER CHARACTERIZATION AND EVALUATION

### E.1 GEOLOGIC BACKGROUND

The regional geology in the Maricopa-Stanfield Sub-basins consists of a deep alluvial basin bounded by bedrock ranges consisting primarily of granitic, metamorphic, and volcanic rocks. The alluvial basin is a sequence of fill materials comprised of unconsolidated to semi-consolidated clastic sediments of Late Tertiary to Quaternary age. The alluvial deposits generally increase in thickness, and decrease in grain size toward the central areas of the basin (Wickham and Corkhill, 1989). The bedrock ranges surrounding the Project are the Sacaton Mountains in the north and the Casa Grande Mountains to the south.

Three geological units have been described in the alluvial material in the area (Wickham and Corkhill, 1989; Dubas and Liu, 2010; and Liu et.al., 2014). They are from land surface: the Upper Alluvial Unit (UAU), Middle Silt and Clay Unit (MSCU), and Lower Conglomerate Unit (LCU). These units form the major water bearing formations in the basin. Lithologically, the three alluvial units may be described as follows (Wickham and Corkhill, 1989).

- Upper Alluvial Unit (UAU): Mostly unconsolidated to slightly consolidated interbedded sands, gravels, lenses of silt, and clay with finer materials grading towards the center of basins.
- Middle Silt and Clay Unit (MSCU): Fine grained sediments, predominately silt, clay and sand, mudstone, and evaporites. Mostly weakly consolidated, but moderately to well-cemented siltstone/claystone occurs locally. Most commonly present in the center of basins, typically pinching out toward basin margins.
- Lower Conglomerate Unit (LCU): Semi-consolidated to consolidated coarse grained sediments consisting of granite fragments, cobbles, boulders, sands and gravels.

Review of well driller's reports (Appendix D) identifies the UAU as mostly sands and gravels with layers of clay. The MSCU consists of clay and sandy clay with inter-bedded clay and gravel. The LCU consists of conglomerates, sands, and gravels with varying degrees of cementation inter-bedded by thin clay horizons.



## **E.2 GEOLOGIC BEDROCK**

Depth to bedrock estimations in the area surrounding the Project were reviewed through the Regional Groundwater Flow Model of the Pinal AMA (Pinal Model) (Liu et.al., 2014), depth to bedrock contours (Richard et.al., 2007), and surrounding area well driller's logs (Appendix D).

The total basin fill alluvial thickness as simulated in the Pinal Model (Liu et.al., 2014) is provided on Figure 3. Review of this figure indicates that the simulated alluvial thickness in the study area increases to the northwest, with total thickness ranging from approximately 400 feet below land surface (ft bls) in the northeastern portion of the study area to 1,105 ft bls in the northwestern portion of the study area. Total alluvial thickness serves as a proxy for depth to bedrock, and depth to bedrock contours in an Arizona Geological Survey study (Richard et al, 2007) along with the simulated values are shown on Figure 3. These values range from 400 ft bls in the northeastern part of the study area to over 1,600 ft bls in the west-northwestern part of the study area.

The depth to bedrock beneath the study area could not be determined based on lithologic logs because wells in the area have not been drilled to sufficient depth and/or interpretations of the logs lead to inconsistent bedrock depths. Wells D(7-5)18 DCC (55-613930), D(7-5)21 DCC (55-601328), and D(7-5)21 DDC (55-085946), were drilled to 1,397 ft bls, 2,361 ft bls, and 2,497 ft bls, respectively without encountering bedrock. Wells D(7-4)12 DDA (55-624091) and D(7-4)25 AAA (55-587242) were drilled to 935 ft bls and 660 ft bls, respectively and encountered lava rock from 895 ft bls to the bottom of the hole, and from 360 ft bls to the bottom of the hole, respectively. While well D(7-4)25 DDD (55-574986) drilled to 660 ft bls encountered basalt from 360 ft bls to 440 ft bls, granite to 640 ft bls, and then granite sand to the bottom of the hole. A number of other wells in the study area were drilled to depths in excess of 1,000 ft bls, but driller's logs were not available. Lithologic logs discussed above are presented in Appendix D.

## **E.3 GEOLOGIC STRUCTURE**

There are no major or minor geologic structural features identified in the study area that would impact the flow of groundwater to the proposed production wells. Impermeable boundary conditions were used in the Pinal Model (Liu et.al., 2014) to account for the bedrock outcrops of the Casa Grande Mountains to the east, the Silver Reef Mountains to the south, and the Table Top Mountains to the west.



Interpretations based on well logs indicate that the depth to bedrock at the Project exceeds 1,000 ft bls or more, which is significantly greater than the Pinal Model total alluvial thickness of 400 to 700 ft bls. Future model refinements could include potentially deepening the bedrock in this area.

#### **E.4 GEOPHYSICAL INFORMATION**

The 2010 Pinal model geology update (Dubas and Liu) utilized 74 geologist logs and 51 geophysical well logs to better interpret the geologic unit contacts and bedrock depth. Most of the logs were considered fair with 48 logs identified as good and only 20 logs identified as excellent quality. The updated Pinal Model (Liu et.al., 2014) utilized a total of 1,993 logs to better refine the geologic interpretations. Out of the total logs used, 1,882 were driller's logs. Documentation can be found in the Pinal Model reports by Dubas and Liu (2010) and by Liu et.al. (2014).

#### **E.5 GEOLOGIC MAPS AND CROSS-SECTIONS**

A Regional Geologic Map of the study area is provided on Figure 4. Review of the map indicates that the Project is situated on Holocene river alluvium with the northeast corner of the Project on Quaternary surficial deposits. The nearest bedrock outcrops, approximately 4 miles south, are associated with the Silver Reef Mountains and are composed of middle Proterozoic granitic rocks.

Cross-section A-A' from the 2010 Pinal model geology update (Dubas and Liu), provided as Figure 12 within Appendix E, shows the model layer geology from east to west across the Pinal Model. The Project is located approximately 3.5 miles south of the cross-section line. Total alluvial thickness is approximately 750 feet consisting of approximately 200 feet in the UAU, 50 feet in the MSCU, and 500 feet in the LCU.

Cross-section B-B', provided as Figure 13 within Appendix E, runs in a north to south direction approximately 5 miles west of the Project. In the vicinity of the study area, the depth of alluvial deposits is approximately 1,125 ft bls. The UAU is approximately 200 ft thick. The MSCU is approximately 65 ft thick, with the remaining 860 ft of alluvial thickness consisting of LCU deposits.



Based on the review of these two cross-sections, the total alluvial thickness close to the study area ranges from 750 to 1,125 ft bls. The UAU is 200 ft thick, the MAU ranges from 50 to 65 ft thick, and the LAU ranges from 500 to 860 ft thick.

The total alluvial thickness range of 750 to 1,125 ft bls, based on the two cross-sections, is within the range of the Pinal Model (Liu et.al., 2014) simulated total basin fill alluvial thickness of 400 to 1,105 ft bls in the study area that was discussed in Section E.2.

## **E.6 PREVIOUS STUDIES**

The geology and hydrogeology of the study area and region have been investigated by various individuals and agencies including, but not limited to, the Arizona Department of Water Resources (ADWR), (Wickham and Corkhill, 1989; Corkhill and Hill, 1990; Hammett, 1992; Corkhill and Plato, 1992; Rascona, 2006; Dubas and Liu, 2010; and Liu et.al., 2014), the Bureau of Reclamation (1977), Clear Creek Associates (2007, 2008, 2009), SGC (2005, 2006a, 2006b, 2011a, 2011b, 2011c, 2011d, 2013a, 2013b, 2014, 2015a, 2015b, and 2016), Oppenheimer and Sumner (1980), and Richard, et.al. (2007). These investigators have discussed interpretations of depth to bedrock, the lithology and thickness of the alluvial units, aquifer characteristics of the alluvial units, basin structure, and depth to groundwater. Data were also obtained from the ADWR Basic Data Section, which maintains the well registry (ADWR, 2015a) (Appendix D), well driller's reports (Appendix D), and groundwater level data (ADWR, 2016) (Appendix F).

## **E.7 AQUIFER DESCRIPTION**

The principal aquifers in the study area are the alluvial units as described in Section E.1. The UAU is considered to be unconfined. Based on the depths to water observed in the vicinity of the study area and the model bottom layer elevations (Liu et.al., 2014), the UAU is unsaturated beneath the Project. The MSCU and LCU are considered to be under unconfined to confined conditions. The MSCU is unsaturated and the LCU is partially saturated. The underlying bedrock is generally considered impermeable.

Available driller's logs were also reviewed to determine the thicknesses and depths of the alluvial units identified within the study area. These findings were compared to those in the Pinal Model (Liu et.al., 2014). Based on the lithology of well D(7-4)12 ADD (55-626493), located approximately 1.3 miles northwest of the Project, the depth to the top of the MSCU is approximately 260 ft bls, which is consistent with the UAU-MSCU contact within the Pinal Model



(Liu et.al., 2014) at 264 ft bls. The lithology of this well transitions from clay to sand, gravel, and clay at 295 ft bls, which likely corresponds to the MSCU-LCU contact. The Pinal Model used a depth of 347 ft bls for the MSCU-LCU contact at this site (Liu et.al., 2014).

The well driller's log for well D(7-5)15 (55-518944), located approximately 0.5 miles east of the Project, indicates an increase in coarse sediments at approximately 340 ft bls. The MSCU-LCU contact within the Pinal Model is 229 ft bls (Liu et.al., 2014). The depth of the UAU-MSCU contact in this well is interpreted to be approximately 160 ft bls, which is comparable to the model value of 179 ft bls.

## **E.8 DESCRIPTION OF WELL(S) TO BE USED**

Water for the Project will be provided by AWC-PV. The impact analysis simulates pumping an estimated 3,169.82 ac-ft/yr for the Project initially at three existing AWC-PV wells 55-616582 (D(7-5)9 CDC), 55-616583 (D(7-5)6 DDD), and 55-616593 (D(7-5)9 CCC). However, two of the wells were assumed to be replaced at new locations over the course of the 100 year predictive period. A location map showing the Project and the simulated pumping wells is presented on Figure 2.

## **E.9 AQUIFER TESTS**

No new aquifer tests were conducted for this study. Aquifer test data were incorporated into the Pinal Model by the ADWR (Wickham and Corkhill, 1989; Corkhill and Hill, 1990; and Liu et.al., 2014). Locations of the wells near the Project are provided on Figure 5. The closest well, 55-605523, is approximately 4.5 miles north of the Project. The hydraulic conductivity value for the LCU from this well is 6 feet per day (ft/day).

## **E.10 AQUIFER PARAMETERS**

Aquifer characteristics have been evaluated using data obtained from the Pinal Model (Liu et.al., 2014). The Pinal Model data consist of estimations of unit thickness, hydraulic conductivity, and storage coefficient for half mile sided grid cells in the model area. Figure 29 of the revised Pinal Model depicts the model grid and is provided in Appendix E along with various graphical representations of the Pinal model data. The modeled hydraulic conductivity is 15 feet per day (ft/day) at the Project for all alluvial units. Figures 78, 79, and 80 (Appendix E) of the revised Pinal Model (Liu et. al., 2014) delineate the simulated hydraulic conductivity of the UAU, MSCU, and LCU, respectively.



The LCU hydraulic conductivity value of 6 ft/day from the closest aquifer tests discussed above is lower than the modeled LCU hydraulic conductivity value of 15 ft/day at the Project as shown on Figure 80 (Appendix E). However, the modeled LCU hydraulic conductivity value at well 55-605523 is 10 ft/day which is a good fit to the model.

The modeled vertical hydraulic conductivity ranges between 0.008 and 1.5 ft/day at the Project depending on the alluvial unit, with higher values in the UAU. Figures 81, 82, and 83 (Appendix E) of the revised Pinal Model (Liu et. al., 2014) delineate the simulated vertical hydraulic conductivity of the UAU, MSCU, and LCU, respectively.

The modeled specific yield ranges between 0.08 and 0.2 at the Project, but is 0.08 in the MSCU and LCU. Figures 86, 87, and 88 (Appendix E) of the revised Pinal Model (Liu et. al., 2014) delineate the simulated specific yield of the UAU, MSCU, and LCU, respectively.

The modeled specific storage is  $1.00e-05 \text{ ft}^{-1}$  in the vicinity of the Project for the MSCU and the LCU. Figures 89 and 90 (Appendix E) of the revised Pinal Model (Liu et. al., 2014) delineate the simulated specific storage of the MSCU and LCU, respectively.

#### **E.11 AQUIFER RECHARGE/DISCHARGE**

Details of the recharge, discharge, underflow and base-flow for the Maricopa-Stanfield Sub-basin are reported by Liu et.al. (2014) who developed the groundwater flow model used in this study. To estimate the maximum long term impact of the Project demands on the regional aquifer, SGC used the Pinal Model Run 4 (Yunker, 2016). Mountain front recharge and incidental recharge, including local agricultural recharge, model inputs were left unchanged. The phasing-out of agriculture, including changes to agricultural pumping and recharge, were the same as simulated in the Pinal Model Run 4 (Yunker, 2016).

#### **E.12 GROUNDWATER LEVELS**

Depth to groundwater and groundwater surface elevations in the study area, based on November 2014 to February 2015 ADWR GWSI Data (Appendix F), are presented in Figure 6. Review of the map indicates that the groundwater surface elevation at the Project ranges from approximately 950 feet above mean sea level (ft msl) to 1,125 ft msl. The depth to groundwater is estimated between 267 ft bls and 425 ft bls, based on the difference between the land surface elevation of approximately 1,392 ft msl to 1,375 ft msl and the groundwater surface elevation of



1,125 ft msl to 950 ft msl. The resulting groundwater flow direction based on contours of the groundwater surface near the Project is towards a cone of depression to the northwest.

### **E.13 CHANGES IN WATER LEVELS**

Historic groundwater level data have been monitored by ADWR in several wells in the study area including: D(7-5)5 DDD2, D(7-5)7 DDD, D(7-5)15 DDD4, D(7-5)16 AAA, D(7-5)18 DDD, and D(7-5)21 DDD3. The locations of these wells are displayed in Figure 6 and hydrographs of these wells are presented in Figure 7. Hydrograph water level measurements are presented in Appendix F. Review of data presented in the hydrographs indicates that pumping for agricultural irrigation caused groundwater levels to decline at a rate between 4.0 and 6.2 feet per year (ft/yr) between 1960 and 1984. Groundwater levels subsequently began to recover with rising occurring in the mid 1980's to the early 2000's. Groundwater level trends calculated for the last 10 years ranged from a decline of 3.3 ft/yr to a rise of 0.9 ft/yr. The average trend for this period calculated for all wells was a decline of 0.5 ft/yr.



## F. IMPACT ANALYSIS

### F.1 MODELING APPROACH

The Project is located in an area of historical groundwater pumping associated primarily for agricultural uses. It is projected that much of the land use in the area will change from agricultural to municipal in the future. There are numerous committed water demands in the area associated with other determinations of Assured Water Supply in the region. The alluvial aquifer proposed as a source for the water supply for much of these committed demands is heterogeneous and is interrupted by outcrops of crystalline bedrock, which are generally barriers to groundwater flow. These complexities make it difficult to apply analytical modeling solutions to predict regional groundwater pumping impacts. Considering these and other factors, a numerical groundwater flow model was used for simulating groundwater conditions 100-years into the future to comply with the Physical Availability requirement of the Assured Water Supply Program.

### F.2 NUMERICAL MODEL

A numerical groundwater flow model was used to predict the depth to groundwater after one hundred years of pumping to meet the projected water demand for the Project and other committed demands in the model domain. The base model for these predictive model runs is the Regional Groundwater Flow Model of the Pinal Active Management Area (Wickham and Corkhill, 1989; Corkhill and Hill, 1990; Corkhill and Plato, 1992; Dubas and Liu, 2010; and Liu et.al., 2014). ADWR recently provided model files for Pinal Model Run 4 (Yunker, 2016). Modifications were made to Run 4 as part of this study to construct a model base 100-year predictive model scenario. Some of the pumping wells that were input to Pinal Model Run 4 to simulate approved Assured Water Supply (AWS) demands were assigned to model cells that deactivate over the course of the 100-year predictive model period due to simulated groundwater level declines. For this study, those pumping wells were relocated in the future to prevent them from being deactivated. Pinal Model Run 4 modified to keep all AWS pumping wells active was used as a base for the model runs presented in this study.

The model simulations were made using MODFLOW-2005 version 1.11.00, a finite-difference groundwater flow model published by the United States Geological Survey (USGS) (Harbaugh, 2005). Model runs were made using the command-line version of MODFLOW-2005. Model modifications and graphical displays were made with the assistance of ArcMap 9.3 (ESRI,



2008). MODFLOW-2005 input and output files revised to incorporate the projected well pumping for the Project along with other committed aquifer demands are presented on a CD in Appendix C.

### **F.2.1 Applicability of Existing Model**

As described above, the source model was constructed for the purpose of predicting groundwater levels to meet the physical availability criteria of the Assured Water Supply Program. This made the source model a good fit for the current study. Many of the model inputs were left unchanged from the Pinal Model Run 4 (Yunker, 2016), including:

- Model boundary conditions,
- Gila River Indian Community (GRIC) pumping,
- exempt well and industrial pumping,
- pumping pursuant to Type I and Type II grandfathered water rights,
- modeled recharge,
- the model time period and discretization into stress periods and time periods,
- groundwater pumping for committed aquifer demands associated with Designations, Analyses, and Certificates of Assured Water Supply in the model domain,
- changes in groundwater pumping associated with agricultural water uses and changes in projected agricultural recharge due to projected conversion of lands to municipal uses, and
- adding simulated pumping associated with the pending AAWS for Arcus Copper Mountain Ranch.

The Pinal Model Run 4 with additional committed demands (SGC, 2015) was used as the base for the model runs presented in this study. Modifications made to the Pinal Model Run 4 (Yunker, 2016) source model for the base model included:

- adding simulated pumping for water demands associated with other Assured Water Supply determinations (See Appendix C).

The base model was run with these changes, and a second model scenario was run to assess the Project impacts. Modifications made to the base model to create the second model scenario include adding simulated pumping for the water demand associated with the AAWS application for the Project. A detailed description of all modifications made to the Pinal Model Run 4 (Yunker, 2016) source model is presented in Appendix C.



### F.2.2 Model Discretization

The model grid consists of 196 rows, 222 columns, and three model layers. The grid cells are 0.5 miles by 0.5 miles each, and are oriented for simple conversion to the Universal Transverse Mercator (UTM) coordinate system using the 1983 North American High Accuracy Reference Network Datum (NAD 83 Harn). The model origin had a NAD83 Harn UTM Easting of 977786.624 feet and Northing of 11802136.07 feet (298029.3109 meters and Northing of 3597291.0953 meters). The model layers were constructed to represent the three geological units of the alluvial aquifer, the UAU, MSCU, and LCU.

### F.2.3 Time Discretization

The Pinal Model Run 4 (Yunker, 2016) simulates conditions from 1923 through 2120. The predictive simulation begins in 2015 and contains 106 periods one-year in length simulating conditions through 2120. The model stress period set up is listed below.

Stress Period	Length of Each Stress Period (days)	No. Time Steps	Time Step Multiplier	Years Represented	Total Time Span (years)
1	N/A	N/A	N/A	pre-1923 steady-state	N/A
2 through 88	365	10	1.20	1923 through 2009	87
89 through 94	365	10	1.20	2010 through 2015	6
95 through 199	365	10	1.20	2016 through 2120	106

Run 4 incorporates the committed demands associated with AWS approvals for 106 years. Since the AWS program requires a demonstration of water availability for 100-years, the model results at the end of stress period 193 representing the end of year 2114 were analyzed for compliance with the AWS criteria in this study.

### F.2.4 Water Demand for the Project

The pumping analysis utilized an estimated demand of 3,169.82 ac-ft/yr (1,965.2 gpm) for the Project (see Section C). The demand was initially assigned to three existing AWC-PV wells; 55-616582 (D(7-5)9 CDC), 55-616583 (D(7-5)6 DDD), and 55-616593 (D(7-5)9 CCC). Two of the wells were assumed to be replaced at new locations over the course of the 100 year predictive period. The locations of the wells are presented on Figure 2.



Demands were assumed to be at 100% build-out at the start of the 100-year predictive period. Since actual demands are anticipated to build over decades, this assumption results in an over estimate of the AWC-PV pumping over the 100-year period.

To assess the impact of the increased Project demand, two model runs were employed. One model incorporated only the current and committed Pinal AMA demands prior to adding the Project, and the other included the Project demands.

### **F.2.5 Moving of Provider Pumping Wells**

Through successive model runs incorporating the committed demands described in Appendix C, model cells simulating groundwater pumping for committed demands associated with existing Assured Water Supply (AWS) determinations were predicted to go dry over the course of the 100-year projection period. When this happens, the pumping assigned to those cells is not simulated in the model. To ensure that all of the AWS demands are represented in the model, simulated pumping assigned to model cells projected to go dry was moved to other model cells within the associated water provider's service area. In all versions of the Pinal Model released by ADWR (and in SGC Models) simulated pumping that is not protected by AWS determinations in model cells that go dry is not moved. For this study, one additional well simulating Assured Water Supply pumping was moved and no other AWS wells were assigned to model cells projected to go dry. A map showing the model simulated wells is presented in Figure 8. A spreadsheet detailing wells that have been moved in successive model runs starting with the AWS Baseline Scenario and leading up to the current runs is presented in the CD provided in Appendix C.

### **F.2.6 Model Documentation**

Documentation of the source model used for this study was prepared by Liu et.al. (2014) and Yunker (2014). The source model documentation is included in this study in Appendix B. Changes made to the source model for use in this study are discussed above. Below are the bulleted points identified in the ADWR (2007) policy for documenting numerical groundwater flow models and a reference to where that item can be found in either the source model documentation or in this report. Note that grey italicized text indicates references to pages, figures, tables, and appendices in the reports provided in Appendix B.



Item	Reference
Model Code	SGC Section F.2; SGC Appendix B: <i>Liu et.al. Pages 53-57</i>
<u>Model Development</u>	
Applicability of Existing Model	SGC Section F.2.1
Conceptual Model	SGC Appendix B: <i>Liu et.al. Pages 8-26</i> ; SGC Section F.2.2
Conceptual Water Budget	SGC Appendix B: <i>Liu et.al. Pages 27-48</i>
Model Grid and Layering	SGC Sections E.1, E.4, and F.2.2; SGC Appendix B: <i>Liu et.al. Pages 13-14. 52-54</i>
Special Model Features	Not Applicable
Demand Inputs to Model	SGC Section F.2.4; SGC Appendix B: <i>Liu et.al. Pages 44-45, Figures 24 &amp; 25; Yunker Readme Document</i> ; SGC Appendix C
Model Calibration	SGC Appendix B: <i>Liu et.al. Pages 93-122</i>
Historic Periods	SGC Appendix B: <i>Liu et.al. Page 52</i>
Initial Conditions	SGC Appendix B: <i>Liu et.al. Pages 52-54</i>
Boundary Fluxes	SGC Appendix B: <i>Liu et.al. Pages 57-58 and Figure 18</i>
Model Packages Employed	SGC Appendix B: <i>Liu et.al. Pages 55-57; Yunker Readme Document</i>
Time Discretization	SGC Section F.2.3
Final Model Design	SGC Appendix E: <i>Liu et.al. Figures 29, 78-90</i>
Model Stresses (Pumpage and Recharge)	SGC Sections F.2.4 and F.2.5; SGC Appendix B: <i>Liu et.al. Pages 73-90; Yunker Readme Document</i>
Other Model Stresses	SGC Appendix B: <i>Liu et.al. Pages 83 and 90-92</i>
Stochastic Methods, Parameter Estimation and Sensitivity Analysis	Not Applicable
Maps Supporting Model	SGC Appendix B: <i>Liu et.al. Figures 68-69; Yunker Readme Document</i>
<u>Model Results</u>	
Assumptions and Limitations	SGC Appendix B: <i>Liu et.al. Pages 146-147</i> ;



Item	Reference
	<i>Yunker Readme Document</i>
Conceptual to Model Water Budget Comparison	SGC Table 1 ; SGC Appendix B: <i>Liu et.al. Pages 109-122; Yunker Readme Document</i>
Simulated vs. Conceptual Change in Storage	SGC Appendix B: <i>Liu et.al. Pages 113-114, Figures 91 and 92</i>
Simulated vs. Observed Water Level Maps	SGC Appendix B: <i>Liu et.al. Page 119, Figures 68 and 69</i>
Hydrographs Comparing Simulated and Observed Heads	SGC Appendix B: <i>Liu et.al. Pages 119-121, Figure 31 and Appendix C</i>
Narrative Discussion of Simulated vs. Observed	SGC Appendix B: <i>Liu et.al. Pages 109-111</i>
Changes in Boundary Fluxes	SGC Appendix B: <i>Liu et.al. Pages 113-115</i>
Model Error Statistics and Plots	SGC Appendix B: <i>Liu et.al. Pages 116-118, Figures 58-67</i>
Sensitivity Analysis Discussion	SGC Appendix B: <i>Liu et.al. Pages 123-143</i>
Maps of Observed Simulated Contours	SGC Appendix B: <i>Liu et.al. Figures 68 and 69</i>
Recommended Model Improvements	SGC Appendix B: <i>Liu et.al. Pages 144-149; Yunker Readme Document</i>
100-year Water Budget	SGC Section F.3
Changes to Model Boundary Fluxes	SGC Section F.3
Maps of Simulated Flow Contours	SGC Figures 9-14
Maps Showing Dewatering and Depth to Water Greater than 1,100 feet bls	SGC Figures 13-15
Discussion of any Water Levels above Land Surface	Not Applicable
Map of Saturated Thickness above the 100-year Depth to Water	SGC Figure 15
Discuss any Reversal of Groundwater Flow or Development of Groundwater Divides	Not Applicable
Discussion of Model Error	SGC Section F.3
Determination of Final 100-year Depth to Water	SGC Section F.3



### F.3 MODEL SIMULATION RESULTS

Although the demand was assigned to three existing AWC-PV wells (55-616582, 55-616583, and 55-616593), over the course of the 100 year predictive period the cells containing 55-616583 and 55-616593 went dry and simulated pumping was moved to proposed locations. Drawdown after 100 years of pumping was calculated assuming that all wells continuously pump at the assigned pumping rates. The 100-year model simulates that the estimated Project annual groundwater pumping increases by 3,169.82 ac-ft/yr from 2016 through 2115. Maps of groundwater level elevations after 100-years, 100-year drawdowns, and 100-year depth to static water levels are presented in Figures 10 through 16. Model Layer 1 at the Project is simulated to be dry after 100-years. The projected 100-year remaining saturated alluvial thickness above 1,100 ft bls is presented in Figure 16. The groundwater surface elevation after 100-years is between 570 and 641 ft msl in Model Layer 3 at the simulated AWC-PV wells. The 100-year projected depth-to-static groundwater at the simulated AWC-PV wells is between 726 and 767 ft bls in Layer 3. This depth-to-static groundwater is less than the 1,100 feet bls limit established for water providers in the Pinal AMA by A.A.C. Rule R12-15-716. Comparison to the results of the model run without the added demands indicates that the additional pumping of 3,169.82 ac-ft/yr in the Project area resulted in a maximum of 1 foot of additional drawdown in Layer 3 at the model cell to which the AWC-PV well (55-616583) was assigned.

A digital copy of the MODFLOW input and output files for the analysis are provided in Appendix C.

No flow boundaries associated with the nearby hardrock outcrops were simulated in the model and the results reflect these inputs. Other model boundaries that simulate flow into or out of the model domain are distant from the AWC-PV simulated pumping wells and not expected to have any significant influence on the model results.

Review of the domain-wide water budget output for each time step printed to the model listing files indicates that the absolute percent discrepancy values were less than 0.18 at the end of every stress period in the predictive period of the model. Therefore, there are no significant water budget imbalances that could impact the model results. At the end of the 100-year simulation, approximately 58,000 acre-feet per year of pumping input to the model was assigned to model cells that were simulated to be dry. Detailed review of the results indicates that none of this pumping is associated with Assured Water Supply pumping in the Eloy or Maricopa-Stanfield Sub-basins.



## G. CONCLUSIONS

Southwest Groundwater Consultants has completed this hydrologic study in support of the Application for an Analysis of Assured Water Supply for Attesa in Pinal County, Arizona. Based on the preceding information and calculations, SGC has made the following conclusions.

1. The regional aquifer contains sufficient groundwater to meet the demands of the Project and area ADWR issued demands for at least 100 years.
2. The 100-year depth to water level at the simulated AWC-PV wells for the Project will not exceed 1,100 ft bls.
3. Review of model results for scenarios with and without the Project pumping indicates that, no AWS wells in the model domain are caused to go dry or have a depth to static water level exceeding 1,100 feet below land surface after 100 years as a result of the added pumping.



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## TABLES



**Table 1. Demand Model Domain Water Budget at the End of Each Stress Period**

Stress Period	Time Step	Simulation Time (days)	Date	Water Balance Component (acre-feet per year)												Percent Discrepancy
				Storage In	Constant Head In	Wells In	Recharge In	Streams In	Total In	Storage Out	Constant Head Out	Wells Out	Evapo Trans Out	Streams out	Total Out	
1	1	1	1/2/1923	0	29,388	8,430	500	92,701	131,018	0	14,713	0	95,941	20,601	131,255	-0.18
2	10	365	1/1/1924	7,007	31,381	8,430	87,670	1,956	217,517	407	13,445	94,532	77,178	25,296	217,632	-0.05
3	10	730	12/31/1924	6,193	31,946	8,430	83,919	1,057	203,371	182	13,057	97,534	66,296	23,006	203,396	-0.01
4	10	1095	12/31/1925	6,588	32,337	8,430	67,835	1,042	192,968	57	12,693	99,536	57,286	22,395	192,980	-0.01
5	10	1460	12/31/1926	6,301	32,660	8,430	67,835	1,043	188,613	39	12,379	102,538	51,014	22,002	188,622	-0.01
6	10	1825	12/31/1927	5,249	32,899	8,430	80,098	1,044	186,553	67	12,077	104,538	46,852	21,708	186,565	-0.01
7	10	2190	12/30/1928	5,048	33,089	8,430	80,098	1,045	185,367	54	11,808	107,541	43,476	21,478	185,375	0
8	10	2555	12/30/1929	4,118	33,212	8,430	93,714	1,046	186,928	141	11,701	109,543	41,500	21,296	186,935	0
9	10	2920	12/30/1930	3,341	33,345	8,430	130,919	1,109	215,149	487	11,499	133,558	40,246	20,633	215,157	0
10	10	3285	12/30/1931	3,241	33,436	8,430	160,344	1,161	244,180	809	11,392	158,575	40,560	20,360	244,194	-0.01
11	10	3650	12/29/1932	4,551	33,998	9,094	157,051	1,209	260,098	462	11,292	183,197	38,255	20,129	260,110	0
12	10	4015	12/29/1933	7,162	33,801	9,094	143,621	1,241	278,786	392	11,194	208,213	33,236	19,952	278,798	0
13	10	4380	12/29/1934	6,891	34,013	9,094	176,836	1,264	306,948	813	11,072	233,230	29,958	19,805	306,951	0
14	10	4745	12/29/1935	5,914	33,406	9,094	292,214	1,439	415,225	6,500	11,536	257,631	40,864	19,481	415,237	0
15	10	5110	12/28/1936	7,389	32,879	9,094	247,913	1,550	389,335	2,998	11,894	279,417	34,229	19,206	389,344	0
16	10	5475	12/28/1937	7,192	32,217	9,094	279,722	1,631	422,682	4,061	12,291	301,085	37,434	18,980	422,690	0
17	10	5840	12/28/1938	10,973	31,886	9,094	218,437	1,561	395,867	734	12,523	318,115	32,655	19,044	395,869	0
18	10	6205	12/28/1939	12,330	31,472	9,094	218,007	1,572	422,258	578	12,713	348,190	29,874	18,976	422,262	0
19	10	6570	12/27/1940	11,485	29,311	9,094	257,190	1,482	456,832	1,099	13,081	371,816	28,138	20,247	456,824	0
20	10	6935	12/27/1941	10,508	29,725	9,094	358,250	1,774	532,923	3,804	13,174	411,696	29,925	18,549	532,946	0
21	10	7300	12/27/1942	14,391	28,513	11,688	382,248	1,852	625,740	4,368	15,304	496,831	30,896	18,158	625,747	0
22	10	7665	12/27/1943	14,054	28,799	11,688	397,422	1,876	625,585	3,552	16,952	502,226	33,958	18,619	625,594	0
23	10	8030	12/26/1944	15,938	25,378	11,688	372,780	1,951	614,815	1,236	22,985	521,069	32,550	17,852	614,831	0
24	10	8395	12/26/1945	23,183	25,937	11,688	355,702	1,906	684,571	608	27,601	598,843	28,396	18,740	684,565	0
25	10	8760	12/26/1946	30,320	26,653	11,688	311,494	1,997	729,721	272	31,989	652,074	23,159	17,578	729,744	0
26	10	9125	12/26/1947	33,169	27,094	11,688	307,824	1,886	770,468	165	34,302	695,304	19,052	17,870	770,479	0
27	10	9490	12/25/1948	45,930	24,311	11,688	390,841	1,920	1,012,147	222	36,595	938,147	15,719	17,506	1,012,158	0
28	10	9855	12/25/1949	47,573	21,837	11,688	491,635	2,002	1,164,066	1,229	25,502	1,088,716	14,715	16,947	1,164,063	0
29	10	10220	12/25/1950	46,671	16,262	11,688	395,834	2,202	1,060,827	187	39,533	988,958	12,892	15,919	1,060,838	0
30	10	10585	12/25/1951	53,258	21,588	11,688	380,511	2,467	1,075,526	119	37,643	1,009,196	10,869	15,090	1,075,534	0
31	10	10950	12/24/1952	42,408	22,003	15,612	452,290	2,663	1,004,249	806	37,299	929,826	9,995	14,338	1,004,282	0
32	10	11315	12/24/1953	91,936	22,876	15,612	455,272	2,753	1,439,127	136	38,914	1,367,744	8,994	14,980	1,439,145	0
33	10	11680	12/24/1954	70,628	20,519	15,612	511,032	2,962	1,254,973	605	40,393	1,177,296	8,942	16,708	1,254,967	0
34	10	12045	12/24/1955	78,126	17,366	15,612	537,475	2,860	1,256,069	620	39,989	1,179,203	8,898	17,476	1,256,085	0
35	10	12410	12/23/1956	76,924	18,897	15,612	378,400	2,775	1,140,832	5	39,953	1,079,948	7,549	12,666	1,140,954	-0.01
36	10	12775	12/23/1957	83,531	19,809	15,612	378,441	1,544	1,138,992	5	40,070	1,080,328	6,810	11,050	1,139,019	0
37	10	13140	12/23/1958	91,914	19,893	15,612	525,334	847	1,255,441	1,232	42,752	1,175,678	6,554	10,572	1,255,438	0
38	10	13505	12/23/1959	94,413	19,352	15,612	465,595	666	1,242,630	20	44,547	1,181,377	6,064	9,431	1,242,636	0
39	10	13870	12/22/1960	80,093	21,005	15,612	491,233	744	1,146,875	289	45,065	1,080,851	5,731	9,376	1,146,884	0
40	10	14235	12/22/1961	90,789	22,376	15,612	384,830	684	1,200,120	43	47,189	1,134,949	5,235	8,715	1,200,132	0
41	10	14600	12/22/1962	70,054	23,259	15,612	440,664	670	1,105,897	436	46,357	1,035,897	4,737	7,690	1,105,900	0
42	10	14965	12/22/1963	74,027	21,588	16,376	402,218	833	1,058,233	299	47,697	986,594	4,325	5,964	1,058,235	0
43	10	15330	12/21/1964	107,765	21,526	16,376	436,488	870	1,213,110	270	40,075	1,135,756	4,111	5,887	1,213,098	0
44	10	15695	12/21/1965	53,629	27,559	16,376	546,591	560	1,008,217	2,126	31,140	893,278	5,310	22,911	1,008,155	0.01
45	10	16060	12/21/1966	52,525	27,887	16,376	467,403	1,204	960,955	855	30,445	897,739	4,174	5,492	960,976	0
46	10	16425	12/21/1967	75,891	36,501	15,876	597,152	203	1,181,738	1,120	26,241	1,097,015	4,427	10,580	1,181,744	0
47	10	16790	12/20/1968	44,471	30,931	15,375	452,939	1,646	947,638	816	30,701	891,485	3,414	4,461	947,649	0
48	10	17155	12/20/1969	66,501	30,989	15,375	472,150	1,934	1,070,721	502	26,797	1,018,944	2,883	3,705	1,070,739	0
49	10	17520	12/20/1970	46,572	26,453	15,375	410,322	1,239	910,015	868	29,915	866,779	2,544	2,832	910,054	0
50	10	17885	12/20/1971	43,592	28,965	15,375	318,005	650	846,387	958	34,982	799,574	2,321	2,124	846,403	0
51	10	18250	12/19/1972	35,317	31,284	15,375	471,694	128	848,802	1,562	25,745	779,324	2,919	9,979	848,755	0.01
52	10	18615	12/19/1973	59,238	26,885	15,375	514,175	893	1,017,847	422	28,651	962,172	2,292	2,551	1,017,852	0
53	10	18980	12/19/1974	80,846	30,083	15,375	564,653	61	1,197,737	601	25,606	1,136,674	1,921	1,344	1,197,740	0
54	10	19345	12/19/1975	58,548	37,306	15,375	511,397	22	1,040,312	966	24,563	986,469	1,661	1,215	1,040,303	0
55	10	19710	12/18/1976	62,893	31,043	15,375	432,659	0	1,016,521	157	25,093	978,911	1,441	1,027	1,016,525	0
56	10	20075	12/18/1977	70,417	31,575	15,375	427,254	13	1,050,911	437	20,649	1,005,227	1,374	1,052	1,050,916	0
57	10	20440	12/18/1978	26,620	33,017	15,375	612,329	726	866,875	3,879	23,312	733,965	2,173	6,219	866,812	0.01
58	10	20805	12/18/1979	26,501	32,230	15,375	505,895	89	801,011	3,116	20,805	716,723	1,648	1,390	801,014	0
59	10	21170	12/17/1980	41,411	35,510	15,375	676,979	413	1,021,012	5,220	20,596	871,500	1,985	6,634	1,021,010	0
60	10	21535	12/17/1981	54,239	32,092	15,375	631,766	10	1,046,846	2,180	21,250	968,622	1,398	1,050	1,046,842	0
61	10	21900	12/17/1982	39,620	40,328	15,375	518,216	0	881,098	1,513	17,391	832,117	1,222	1,051	881,095	0
62	10	22265	12/17/1983	9,707	40,075	16,376	942,868	551	1,099,298	27,042	20,090	476,828	3,861	42,773	1,099,057	0.02
63	10	22630	12/16/1984	27,304	37,496	13,714	671,171	98	922,040	10,957	18,503	634,659	3,023	14,850	922,036	0
64	10	22995	12/16/1985	25,807	40,006	13,714	776,379	981	989,420	13,861	19,415	656,034	3,413	22,457	989,373	0



**Table 1. Demand Model Domain Water Budget at the End of Each Stress Period**

Stress Period	Time Step	Simulation Time (days)	Date	Water Balance Component (acre-feet per year)												Percent Discrepancy
				Storage In	Constant Head In	Wells In	Recharge In	Streams In	Total In	Storage Out	Constant Head Out	Wells Out	Evapo Trans Out	Streams out	Total Out	
65	10	23360	12/16/1986	20,304	36,270	13,714	563,797	826	802,046	9,235	18,162	579,535	2,368	5,060	802,069	0
66	10	23725	12/16/1987	22,667	36,819	13,714	544,287	535	784,456	7,160	18,181	605,973	1,892	2,108	784,497	-0.01
67	10	24090	12/15/1988	15,575	34,033	13,714	623,263	44	800,119	7,777	18,660	584,247	1,543	1,320	800,120	0
68	10	24455	12/15/1989	14,523	34,272	13,714	659,223	0	835,459	10,363	18,448	593,607	1,290	1,053	835,459	0
69	10	24820	12/15/1990	14,450	29,373	13,714	417,244	14	673,179	14,312	19,549	450,054	1,283	1,408	673,167	0
70	10	25185	12/15/1991	7,297	39,634	13,714	496,703	0	647,992	9,118	16,318	500,388	1,365	1,896	647,993	0
71	10	25550	12/14/1992	2,955	42,415	13,714	644,476	44	754,322	32,004	15,840	294,744	1,967	8,772	754,305	0
72	10	25915	12/14/1993	1,977	41,700	14,715	1,279,695	37,241	1,401,196	67,308	20,877	272,520	23,533	139,419	1,401,183	0
73	10	26280	12/14/1994	6,701	41,821	13,714	593,288	1,670	787,400	23,093	18,526	392,258	4,704	4,001	787,448	-0.01
74	10	26645	12/14/1995	1,971	40,077	13,714	725,490	576	805,723	20,519	18,713	432,473	4,885	5,712	805,727	0
75	10	27010	12/13/1996	6,766	39,763	13,714	717,224	623	848,924	12,494	18,401	551,127	3,921	2,206	848,954	0
76	10	27375	12/13/1997	13,190	38,530	13,714	597,401	42	817,877	15,576	17,005	476,965	2,532	1,469	817,879	0
77	10	27740	12/13/1998	3,669	33,926	13,714	585,100	50	701,302	14,480	18,523	432,941	2,212	1,396	701,302	0
78	10	28105	12/13/1999	8,582	32,302	13,714	490,709	30	675,696	11,700	18,530	456,224	1,752	1,385	675,693	0
79	10	28470	12/12/2000	7,197	30,893	13,714	549,963	89	703,095	14,007	18,664	446,389	1,906	2,231	703,090	0
80	10	28835	12/12/2001	4,486	32,386	13,714	533,473	13	673,726	15,291	17,635	425,604	1,521	1,266	673,726	0
81	10	29200	12/12/2002	7,263	30,400	13,714	535,444	40	690,143	10,767	17,519	443,788	1,546	1,679	690,140	0
82	10	29565	12/12/2003	10,681	29,337	13,714	524,936	66	697,419	7,165	18,202	518,359	1,589	1,811	697,415	0
83	10	29930	12/11/2004	7,055	32,837	13,714	511,723	91	667,157	8,223	18,135	494,359	1,672	1,957	667,159	0
84	10	30295	12/11/2005	1,836	34,821	13,714	592,135	94	680,736	18,007	17,433	412,982	1,688	1,629	680,736	0
85	10	30660	12/11/2006	811	34,860	13,714	695,123	32	764,741	16,709	18,855	430,050	2,522	9,358	764,715	0
86	10	31025	12/11/2007	2,767	33,715	13,714	633,390	1,489	729,648	11,385	18,432	478,246	2,169	3,477	729,664	0
87	10	31390	12/10/2008	3,960	33,078	13,714	669,490	738	770,240	10,257	18,642	540,759	2,065	2,558	770,273	0
88	10	31755	12/10/2009	3,630	30,392	13,714	560,430	210	677,912	10,519	18,633	498,637	1,913	1,797	677,909	0
89	10	32120	12/10/2010	2,260	28,460	13,714	535,416	100	635,073	12,701	19,881	425,107	2,028	1,604	635,075	0
90	10	32485	12/10/2011	8,130	28,307	13,714	477,277	58	631,813	3,319	19,216	538,393	1,861	1,197	631,815	0
91	10	32850	12/9/2012	8,463	28,209	13,714	434,602	29	617,122	2,826	19,521	540,259	1,755	1,083	617,140	0
92	10	33215	12/9/2013	10,285	29,033	13,714	445,617	31	619,636	2,470	19,265	542,669	1,801	1,101	619,636	0
93	10	33580	12/9/2014	4,106	27,233	13,678	589,080	1,065	686,812	5,982	20,717	522,600	2,668	4,386	686,760	0.01
94	10	33945	12/9/2015	53,241	28,287	13,678	576,750	436	865,673	3,017	20,682	757,300	2,193	1,868	865,689	0
95	10	34310	12/8/2016	40,266	27,810	13,678	598,425	45	839,829	2,318	20,803	748,485	1,978	1,337	839,830	0
96	10	34675	12/8/2017	46,935	28,125	13,678	562,468	76	881,770	1,388	20,992	807,669	2,022	1,455	881,765	0
97	10	35040	12/8/2018	45,594	27,827	13,678	546,259	65	889,730	1,091	21,037	831,083	1,986	1,414	889,733	0
98	10	35405	12/8/2019	46,575	27,468	13,678	551,878	810	916,247	1,554	21,397	842,532	2,323	2,619	916,238	0
99	10	35770	12/7/2020	39,883	27,247	13,678	486,256	441	844,246	1,051	21,302	791,024	2,195	1,867	844,251	0
100	10	36135	12/7/2021	40,923	26,895	13,678	528,012	457	863,894	1,104	21,327	808,780	2,267	1,923	863,895	0
101	10	36500	12/7/2022	45,335	26,595	13,678	516,876	667	877,873	1,262	21,415	817,074	2,398	2,202	877,861	0
102	10	36865	12/7/2023	46,921	26,390	13,678	514,415	925	884,637	1,394	21,550	820,879	2,572	2,549	884,635	0
103	10	37230	12/6/2024	45,204	26,687	13,678	552,508	1,318	912,615	1,939	21,874	833,138	2,847	3,101	912,602	0
104	10	37595	12/6/2025	41,056	26,762	13,678	700,719	138	1,007,225	5,202	23,502	845,352	4,367	12,167	1,007,131	0.01
105	10	37960	12/6/2026	45,029	26,873	13,678	596,924	1,497	940,891	2,357	23,503	861,768	3,965	4,907	940,893	0
106	10	38325	12/6/2027	45,228	27,077	13,678	591,222	1,564	938,706	2,179	23,767	864,203	3,968	4,692	938,708	0
107	10	38690	12/5/2028	43,998	27,116	13,678	619,244	1,572	949,281	2,647	24,087	862,381	4,064	4,613	949,285	0
108	10	39055	12/5/2029	42,276	27,128	13,678	634,008	1,523	954,644	3,677	24,657	850,848	4,890	4,837	954,644	0
109	10	39420	12/5/2030	44,349	26,976	13,678	640,802	1,759	981,655	3,404	25,724	868,217	6,993	10,216	981,622	0
110	10	39785	12/5/2031	58,541	26,942	13,678	608,688	1,262	1,064,541	2,586	25,981	973,024	7,067	5,272	1,064,548	0
111	10	40150	12/4/2032	56,060	27,029	13,678	612,355	1,337	1,048,532	2,247	26,287	962,253	8,082	5,003	1,048,538	0
112	10	40515	12/4/2033	53,233	27,052	13,678	576,173	1,327	1,000,078	1,423	26,763	923,980	9,454	5,276	1,000,074	0
113	10	40880	12/4/2034	53,877	26,986	13,678	566,472	1,283	984,729	819	26,910	920,145	10,025	5,190	984,731	0
114	10	41245	12/4/2035	57,522	27,070	13,678	572,584	935	1,003,863	1,120	27,249	925,971	11,419	6,691	1,003,852	0
115	10	41610	12/3/2036	57,038	27,080	13,678	510,167	1,210	968,944	434	27,139	904,971	11,339	5,267	968,946	0
116	10	41975	12/3/2037	59,737	27,103	13,678	547,233	1,213	985,218	672	27,228	921,552	11,942	5,307	985,209	0
117	10	42340	12/3/2038	63,861	27,187	13,678	529,533	1,219	994,350	676	27,328	928,659	12,711	5,424	994,354	0
118	10	42705	12/3/2039	58,748	27,231	13,678	525,022	1,231	956,586	677	27,384	888,346	13,542	5,616	956,588	0
119	10	43070	12/2/2040	61,671	27,318	13,678	551,559	1,190	982,514	1,206	27,483	899,548	15,229	5,989	982,516	0
120	10	43435	12/2/2041	55,357	27,393	13,678	695,118	993	1,060,900	3,285	28,620	906,121	20,057	24,466	1,060,763	0.01
121	10	43800	12/2/2042	58,028	27,451	13,678	579,611	2,294	980,933	845	28,235	898,268	19,229	8,128	980,934	0
122	10	44165	12/2/2043	50,773	27,572	13,678	576,882	1,774	934,485	905	28,172	857,327	19,821	6,934	934,503	0
123	10	44530	12/1/2044	51,339	27,705	13,642	578,813	1,558	939,447	1,103	28,152	858,095	20,501	6,371	939,458	0
124	10	44895	12/1/2045	51,009	27,745	13,642	617,168	1,402	953,742	1,810	28,276	856,645	23,308	6,450	953,749	0
125	10	45260	12/1/2046	49,838	27,811	13,642	632,689	1,516	954,746	1,350	28,966	847,788	25,856	17,573	954,664	0.01
126	10	45625	12/1/2047	50,276	27,876	13,642	597,198	2,428	937,597	1,044	28,790	849,632	25,298	7,682	937,614	0
127	10	45990	11/30/2048	48,528	27,964	13,642	602,886	2,031	928,845	965	28,667	841,380	25,545	6,680	928,853	0
128	10	46355	11/30/2049	56,253	28,014	13,642	570,583	1,911	932,648	306	28,707	857,300	25,388	6,769	932,655	0



**Table 1. Demand Model Domain Water Budget at the End of Each Stress Period**

Stress Period	Time Step	Simulation Time (days)	Date	Water Balance Component (acre-feet per year)											Percent Discrepancy	
				Storage In	Constant Head In	Wells In	Recharge In	Streams In	Total In	Storage Out	Constant Head Out	Wells Out	Evapo Trans Out	Streams out		Total Out
129	10	46720	11/30/2050	60,044	28,234	13,642	534,323	1,387	934,105	123	28,513	869,221	24,005	6,017	934,114	0
130	10	47085	11/30/2051	58,332	28,487	13,642	544,045	2,402	930,401	295	28,468	855,661	23,759	9,077	930,286	0.01
131	10	47450	11/29/2052	55,893	28,643	13,606	483,638	1,516	883,534	80	27,995	823,348	21,942	6,052	883,561	0
132	10	47815	11/29/2053	53,009	28,752	13,606	517,274	1,171	876,666	70	27,716	817,741	21,098	5,645	876,668	0
133	10	48180	11/29/2054	57,038	28,898	13,606	503,081	1,162	880,646	86	27,469	822,168	20,461	5,644	880,652	0
134	10	48545	11/29/2055	55,029	28,993	13,606	500,235	1,168	869,259	108	27,201	809,378	19,895	5,727	869,282	0
135	10	48910	11/28/2056	57,601	29,123	13,606	537,064	1,182	894,771	318	27,001	825,055	20,278	6,050	894,775	0
136	10	49275	11/28/2057	53,603	29,219	13,606	675,728	1,113	978,363	2,211	27,902	834,444	23,918	24,648	978,354	0
137	10	49640	11/28/2058	50,334	29,290	13,606	560,492	1,887	871,460	344	27,331	799,131	21,999	7,570	871,463	0
138	10	50005	11/28/2059	53,126	29,409	13,570	558,262	1,379	877,213	264	27,097	813,370	21,721	6,330	877,224	0
139	10	50370	11/27/2060	55,512	29,534	13,534	544,713	1,187	886,936	526	26,906	817,940	21,602	5,776	886,944	0
140	10	50735	11/27/2061	53,812	29,566	13,534	587,731	1,650	895,166	1,253	26,918	811,217	23,556	6,365	895,170	0
141	10	51100	11/27/2062	46,243	29,626	13,498	602,163	2,031	871,904	995	27,488	776,163	25,464	16,514	871,825	0.01
142	10	51465	11/27/2063	47,923	29,699	13,462	562,307	1,753	855,585	698	27,205	776,376	24,382	6,587	855,617	0
143	10	51830	11/26/2064	47,061	29,799	13,462	565,554	1,539	854,840	672	26,983	773,546	24,144	5,807	854,846	0
144	10	52195	11/26/2065	49,545	29,858	13,426	539,665	1,495	835,173	163	26,975	769,296	23,727	5,878	835,182	0
145	10	52560	11/26/2066	51,214	29,910	13,426	521,358	1,233	828,435	156	26,690	768,053	22,315	5,420	828,447	0
146	10	52925	11/26/2067	50,423	30,046	13,426	532,048	1,046	828,447	296	26,650	760,925	21,913	7,046	828,438	0
147	10	53290	11/25/2068	56,451	30,121	13,426	472,113	1,198	829,895	68	26,140	775,360	20,047	5,249	829,910	0
148	10	53655	11/25/2069	55,997	30,170	13,426	504,897	1,244	835,442	41	25,867	782,832	19,098	5,204	835,450	0
149	10	54020	11/25/2070	55,704	30,310	13,426	481,212	1,258	825,027	72	25,636	771,538	18,370	5,215	825,034	0
150	10	54385	11/25/2071	51,708	30,391	13,426	478,784	1,261	796,514	142	25,424	739,948	17,736	5,249	796,516	0
151	10	54750	11/24/2072	50,099	30,452	13,426	515,268	1,293	802,740	342	25,299	735,166	17,998	5,542	802,759	0
152	10	55115	11/24/2073	45,087	30,450	13,426	651,644	559	892,230	2,502	26,243	737,535	21,353	21,175	892,051	0.02
153	10	55480	11/24/2074	44,209	30,413	13,426	537,098	1,235	797,161	456	25,752	725,143	19,506	6,282	797,165	0
154	10	55845	11/24/2075	46,281	30,423	13,426	534,952	1,152	799,640	323	25,580	735,167	19,197	5,579	799,646	0
155	10	56210	11/23/2076	46,577	30,434	13,426	533,946	1,206	812,299	673	25,440	737,340	19,073	5,317	812,302	0
156	10	56575	11/23/2077	41,647	30,347	13,426	576,122	1,322	805,167	1,526	25,553	710,347	20,903	5,501	805,163	0
157	10	56940	11/23/2078	39,794	30,281	13,426	590,590	2,099	816,878	1,176	26,180	717,374	22,798	13,963	816,841	0
158	10	57305	11/23/2079	41,326	30,222	13,426	551,473	1,221	807,702	993	25,957	718,746	21,761	5,596	807,717	0
159	10	57670	11/22/2080	40,135	30,189	13,426	551,953	1,259	810,359	987	25,815	714,787	21,579	5,102	810,362	0
160	10	58035	11/22/2081	38,062	30,118	13,426	526,070	1,269	764,419	414	25,865	687,603	21,216	5,227	764,424	0
161	10	58400	11/22/2082	38,234	30,039	13,426	507,813	1,310	755,263	348	25,658	684,095	19,945	5,076	755,269	0
162	10	58765	11/22/2083	37,668	30,045	13,426	518,250	842	760,352	529	25,713	680,196	19,586	6,244	760,353	0
163	10	59130	11/21/2084	39,007	29,991	13,426	458,652	1,322	738,144	324	25,252	671,003	17,911	4,971	738,153	0
164	10	59495	11/21/2085	37,409	29,907	13,426	491,364	1,367	735,932	347	25,045	667,985	17,097	4,927	735,932	0
165	10	59860	11/21/2086	36,726	29,868	13,426	478,119	1,380	726,428	368	24,876	658,280	16,481	4,944	726,432	0
166	10	60225	11/21/2087	37,631	29,783	13,426	475,719	1,379	736,127	442	24,726	664,613	15,946	4,986	736,129	0
167	10	60590	11/20/2088	36,641	29,735	13,426	512,061	1,368	754,040	743	24,681	667,386	16,246	5,216	754,041	0
168	10	60955	11/20/2089	31,746	29,643	13,426	648,301	785	840,654	3,405	25,677	657,033	19,520	19,344	840,509	0.02
169	10	61320	11/20/2090	29,184	29,527	13,426	526,944	1,242	732,484	1,294	25,260	634,524	17,809	5,974	732,502	0
170	10	61685	11/20/2091	27,336	29,466	13,426	524,917	1,197	717,886	1,271	25,137	626,030	17,581	5,377	717,893	0
171	10	62050	11/19/2092	26,921	29,414	13,426	523,799	1,280	726,061	1,414	25,065	626,027	17,559	5,151	726,067	0
172	10	62415	11/19/2093	25,255	29,268	13,426	565,826	1,306	742,623	2,451	25,253	614,715	19,380	5,236	742,626	0
173	10	62780	11/19/2094	24,130	29,147	13,426	580,379	2,392	751,439	2,260	25,937	620,341	21,380	12,325	750,986	0.06
174	10	63145	11/19/2095	24,386	29,037	13,426	540,900	1,185	737,068	1,857	25,786	622,090	20,458	5,391	737,083	0
175	10	63510	11/18/2096	21,413	28,956	13,426	543,922	1,304	724,997	1,767	25,716	603,321	20,383	5,000	724,999	0
176	10	63875	11/18/2097	23,822	28,837	13,426	518,777	1,305	707,367	1,145	25,836	607,552	20,141	5,133	707,368	0
177	10	64240	11/18/2098	24,490	28,712	13,426	500,406	1,343	699,326	996	25,698	606,830	18,998	5,001	699,331	0
178	10	64605	11/18/2099	23,950	28,672	13,426	510,982	787	704,591	1,402	25,824	600,991	18,741	6,085	704,587	0
179	10	64970	11/18/2100	23,521	28,571	13,426	446,050	1,339	669,363	971	25,427	582,691	17,205	4,926	669,369	0
180	10	65335	11/18/2101	21,921	28,443	13,426	478,503	1,376	666,158	930	25,285	579,416	16,503	4,901	666,161	0
181	10	65700	11/18/2102	22,329	28,364	13,426	465,296	1,381	663,514	1,021	25,185	574,983	16,004	4,936	663,515	0
182	10	66065	11/18/2103	23,038	28,240	13,426	462,880	1,372	663,355	1,185	25,104	570,554	15,583	4,997	663,355	0
183	10	66430	11/17/2104	22,081	28,154	13,426	498,689	1,365	680,008	1,718	25,122	567,385	15,968	5,270	680,007	0
184	10	66795	11/17/2105	18,967	28,028	13,426	632,853	734	777,897	4,593	26,185	561,100	19,442	19,564	777,743	0.02
185	10	67160	11/17/2106	19,042	27,880	13,426	520,448	1,255	683,470	2,192	25,833	564,598	17,790	6,094	683,476	0
186	10	67525	11/17/2107	19,622	27,785	13,426	518,280	1,153	677,266	2,049	25,789	565,284	17,621	5,459	677,275	0
187	10	67890	11/16/2108	18,263	27,701	13,426	517,711	1,228	680,524	2,294	25,783	557,098	17,700	5,258	680,526	0
188	10	68255	11/16/2109	16,953	27,526	13,426	558,819	1,259	700,397	3,437	26,028	542,664	19,639	5,408	700,400	0
189	10	68620	11/16/2110	15,242	27,380	13,426	564,232	1,949	700,023	3,279	26,782	538,351	21,886	13,378	699,775	0.04
190	10	68985	11/16/2111	14,723	27,243	13,426	527,501	1,186	677,237	2,917	26,702	536,972	21,076	5,634	677,232	0
191	10	69350	11/15/2112	13,679	27,135	13,426	530,363	1,217	672,425	2,776	26,688	529,703	21,099	5,187	672,432	0
192	10	69715	11/15/2113	15,333	26,990	13,426	505,824	1,216	653,515	2,113	26,875	531,910	20,963	5,349	653,516	0



**Table 1. Demand Model Domain Water Budget at the End of Each Stress Period**

Stress Period	Time Step	Simulation Time (days)	Date	Water Balance Component (acre-feet per year)												Percent Discrepancy
				Storage In	Constant Head In	Wells In	Recharge In	Streams In	Total In	Storage Out	Constant Head Out	Wells Out	Evapo Trans Out	Streams out	Total Out	
193	10	70080	11/15/2114	15,562	26,840	13,426	487,500	1,235	642,080	1,944	26,792	528,440	19,884	5,228	642,080	0
194	10	70445	11/15/2115	15,008	26,778	13,426	497,887	875	644,861	2,293	26,950	517,616	19,742	6,635	644,811	0.01
195	10	70810	11/14/2116	16,809	26,655	13,426	439,020	1,214	623,715	1,822	26,637	517,646	18,260	5,198	623,723	0
196	10	71175	11/14/2117	15,390	26,504	13,426	471,021	1,240	623,524	1,859	26,562	515,490	17,621	5,194	623,525	0
197	10	71540	11/14/2118	15,882	26,403	13,426	458,447	1,233	620,871	2,028	26,527	510,204	17,200	5,251	620,872	0
198	10	71905	11/14/2119	14,977	26,260	13,426	456,248	1,243	612,199	2,235	26,515	496,643	16,860	5,368	612,200	0
199	10	72270	11/13/2120	14,366	26,156	13,426	487,022	1,266	630,509	2,872	26,551	491,069	17,365	5,761	630,510	0
<b>MAXIMUM DISCREPANCY =</b>															<b>0.06</b>	
<b>MINIUMUM DISCREPANCY =</b>															<b>-0.18</b>	

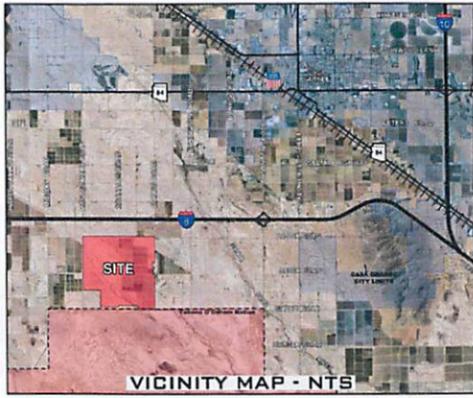


## APPENDICES



## **APPENDIX A**

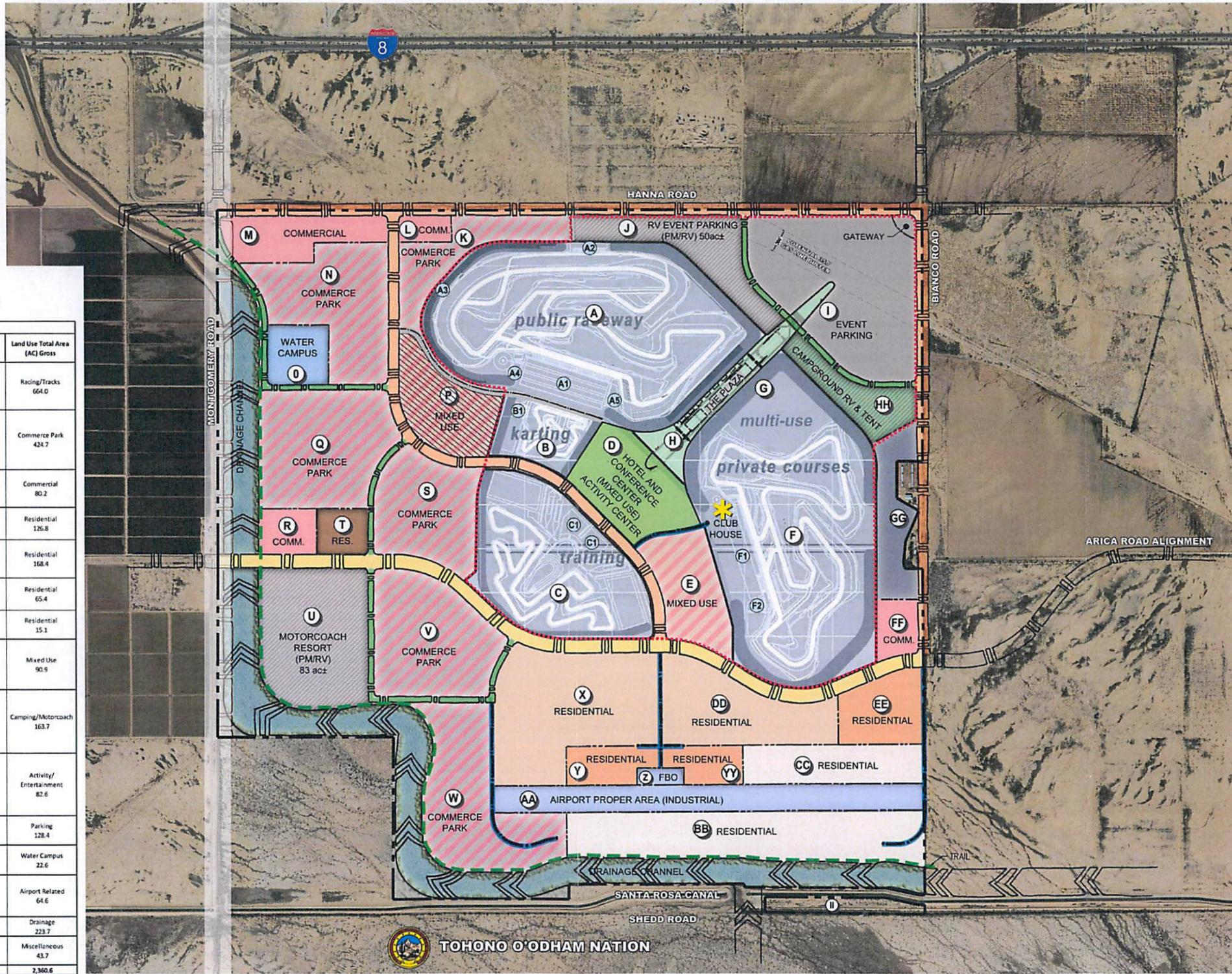
### **ADWR DEMAND CALCULATOR FOR THE PROJECT**



**Vitesse  
Preliminary Development Summary**

Conceptual Land Use Plan A-3						
Parcel	Comprehensive Plan Land Use	Land Use	Area (AC) Gross	Density/Intensity (DU/AC)	Estimated Dwelling Units	Land Use Total Area (AC) Gross
A	Public Raceway	Public Raceway	246.9			Racing/Tracks 664.0
B	Employment	Karting	32.9			
C		Training	129.7			
F		Private Courses	230.7			
G		Multi-Use	23.8			
K			41.4			
N	Employment/General	Commerce Park	76.6			Commerce Park 424.7
Q			81.8			
S			62.3			
V			82.1			
W			80.5			
L			9.8			
M	Commercial	Commercial	40.5			Commercial 80.2
R			15.8			
FF			14.1			
BB	Low Density Residential (0-2 du/ac)	Residential	89.8	0-2.0	253	Residential 126.8
CC			37.0			
DD	Moderate Low Density Residential (1-3.5 du/ac)	Residential	64.6	2.0-5.0	589	Residential 168.4
X			103.8			
Y	Medium Density Residential (3.5-8 du/ac)	Residential	17.2	5.0-10.0	523	Residential 65.4
YY			14.7			
EE	High Density Residential (8-24 du/ac)	Residential	33.5			
T			15.1	10.0-20.0	226	Residential 15.1
E	Mixed Use-Residential Focused	Mixed Use	44.8	2.0-5.0	134	Mixed Use 90.9
P*			46.1			
U	**	Motorcoach Resort	83.3			Camping/Motorcoach 163.7
HH	Restricted Use Open Space	Campground RV & Tent	30.3			
J	**	RV Event Parking	50.1			
D	Hospitality & Tourism Activity Center	Hotel and Conference Center (Mixed Use) Activity Center	50.8			Activity/Entertainment 82.6
H	Low Intensity Activity Center	The Plaza	27.7			
I	**	Event Parking/Gateway	128.4			Parking 128.4
O	General Public Facilities & Services	Water Campus	22.6			Water Campus 22.6
Z	Aviation Based Commerce Center	Fixed-Base Operator	4.2			Airport Related 64.6
AA		Airport Proper Area	60.4			
GG	Existing/Planned Open Space	Drainage Way/Trail	223.7			Drainage 223.7
II	**	Undefined	31.5			Miscellaneous 43.7
GG	Recreation/Conservation	Remnant Parcel	12.2			
II			31.5			
		<b>Total</b>	<b>2,360.6</b>		<b>1,725.0</b>	<b>2,360.6</b>

\* Potential land use revision.  
\*\* No corresponding Comprehensive Plan Land Use.



- LEGEND**
- PROJECT BOUNDARY: [Dashed line symbol]
  - THE MOTORSPORTS VENUE (PARCELS A,B,C,D,E,F,G & H): [Red dashed line symbol]
  - PROPOSED VITESSE TRAIL: [Green dashed line symbol]
- PARKING LEGEND**
- A1 PRELIMINARY PRIMARY PIT BUILDING AND PADDOCK
  - A2 PRELIMINARY SECONDARY PIT BUILDING, PADDOCK AND ESTATES STORES
  - A3 PRELIMINARY 25FT RV BERM
  - A4 PRELIMINARY OFFICIALS PARKING
  - A5 PRELIMINARY VIP PARKING
  - B1 PRELIMINARY PRIMARY PADDOCK AND CLK BOX
  - C1 PRELIMINARY WELCOME CENTER AND PARKING
  - F1 PRELIMINARY PADDOCK
  - F2 PRELIMINARY CLUB PARKING
- CP = COMMERCE PARK (INCLUDES OFFICE, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS)  
PM/RV = PARK MODEL/ RECREATIONAL VEHICLE

**DRAFT**  
16-0624

SCALE FEET



PINAL COUNTY, AZ  
**CONCEPTUAL  
LAND USE PLAN  
A-3**

SCALE: 1"=800'  
HW PROJ#:1595 JUNE 2016 NORTH  
**HILGARTWILSON**  
ENGINEER | PLAN | SURVEY | MANAGE  
This plan is conceptual and subject to change through the planning and development process.

September 14, 2016

## PROJECT SITE INFORMATION

Name of Proposed Project:

**Attesa**

	TOTAL ACRES	Acres in Turf	Acres in LWU	Acres NWU	Acres Commercial	Acres Right of way LWU	Acres Swimming Pools
<b>Residential acres</b>							
Single family acres*	253.77						
Multi-family acres**	36.08						
Total residential acres	289.85						
<b>Non-residential acres</b>							
Commercial/Multi-Use acres	169.00	0.41	11.13	13.25	131.07	12.86	0.28
Commerce Park acres	424.70	3.82	72.62	6.63	333.07	8.55	
Common area acres	556.45	75.91	91.25	375.86	0.00	13.43	
Parcel A - Public Raceway acres	246.90	8.37	83.54	144.99	10.00		
Parcel B - Karting acres	32.90	4.14	16.80	1.96	10.00		
Parcel C - Training acres	129.70	4.69	5.56	109.45	10.00		
Parcel D - Hotel/Conference Center acres	50.80	3.18	9.53	1.94	34.31		1.85
Parcel F-Private Course/Clubhouse acres	230.70	7.48	66.99	154.52	1.43		0.28
Parcels G & H - Multi-use & The Plaza acres	51.50	1.73	5.19	24.58	20.00		
Parcels U & HH - Motorcoach Resort & Campground RV/Tent acres	113.60	1.42	26.96	10.39	74.83		
Parcels Z & AA - FBO & Airport acres	64.60	9.85	14.94	26.24	13.57		
Total non-residential tract acres	2070.85	121.00	404.51	869.82	638.28	34.83	2.41

**Total Project Acres**

2360.70

Number of golf course holes

NA

\*Single family acres is the square footage of all single family lots converted into acres.

\*\*Multi-family acres is the square footage of all multi-family tracts converted into acres.

NOTE: LWU = Low water use landscape, NWU = No water use (hardscape or unwatered native vegetation)

**PLEASE FILL OUT AND PRINT BOTH WORKSHEETS AND ATTACH TO YOUR APPLICATION!**

September 14, 2016		PROJECT DEMAND CALCULATOR				
Name of Proposed Project:		Attesa				
<b>INSTRUCTIONS:</b> This spreadsheet is designed to help you calculate the water demand for your proposed development for purposes of applying for a Certificate of Assured Water Supply, Water Adequacy Report or Analysis of Assured (or Adequate) Water Supply. Please enter information into the blue boxes as applicable. If you need help with this form, please contact the Office of Assured and Adequate Water Supply at (602) 771-8599.						
<b>NOTE:</b> This sheet, when completed, does not constitute approval of the demand estimate for your proposed development. It is intended for general estimation purposes only. The final, official demand estimates will be determined by the Department upon review of your complete application.						
Enter the AMA the subdivision is located in*:		PINAL	* Enter PHX for Phoenix, TUC for Tucson, PIN for Pinal, PRE for Prescott or SCR for Santa Cruz. If you are not sure if your are located inside or outside of an AMA, contact the Office of Assured and Adequate Water Supply at (602) 771-8599.			
Enter the COUNTY the subdivision is located in:		PINAL	* Enter either APACHE, COCHISE, COCONINO, GILA, GRAHAM, GREENLEE, LA PAZ, MARICOPA, MOHAVE, NAVAJO, PIMA, PINAL, SANTA CRUZ, YAVAPAI, or YUMA.			
<b>Residential Usage*</b>						
Category	PPHU	GPCD or per house/day	Demand/HU/YR (af/yr)	No. HU (Lots)	Residential Demand/Yr (af/yr)	
Single Family Vacation Homes (int) <sup>1</sup>	3.10	45.00	0.16	1409.00	165.13	
Multi-Family Vacation Homes (int) <sup>1</sup>	2.87	45.00	0.14	477.00	51.75	
Multi-Family Homes (int)	2.87	45.00	0.14	226.00	32.69	
Single Family Landscape (ext)	1.00	119.00	0.13	1409.00	187.82	
Multi-Family Landscape (ext)	1.00	77.00	0.09	703.00	60.63	
Single family Demand/HU/YR				0.32		
Multifamily Demand/HU/YR				0.23		
<sup>1</sup> Estimated Vacation Home occupancy 75% of the year. Interior demand reduced 25%.						
<b>Large Lot Adjustment</b>						
	Square Feet	Acres	Demand Factor (af/yr)	No. HU (Lots)	Large Lot Adjustment Demand/Yr (af/yr)	
Average Lot Size (sq. ft)**	12,007	0.28				
TMP Model Lot Size (sq. ft)	7,500 - 10,000	0.17 - 0.23				
Large Lot Adjustment	2007.41	0.05				
1/2 low water use	1003.70	0.02	1.50	253.00	8.74	
1/2 turf	1003.70	0.02	4.80	253.00	27.98	
**NOTE: If the subdivision contains several groupings of lot sizes, the large lot adjustment needs to be calculated for each grouping of large lot sizes. If CC&Rs with landscaping restrictions for the residential lots will be adopted, a modified large lot adjustment can be calculated based on the specific landscaping restrictions. Contact the Office of Assured and Adequate Water Supply for assistance in calculating the large lot adjustment for subdivisions with several groupings of large lot sizes or if CC&Rs limiting landscaping within the residential lots will be adopted.						
<b>Total Residential Demand</b>					534.75	
<b>Non-Residential Usage***</b>						
For each category please enter either square feet or acres of land for that type of non-residential use within your subdivision.						
Category	Square Feet	Acres	Demand Factor (af/ac)		Non-Residential Demand (af/yr)	
Common Area1		404.51	1.50 low water use		606.76	
Common Area2		121.00	4.80 turf		580.80	
Right of Way		34.83	1.50 low water use		52.25	
Golf Course		0.00	AMA Turf Program - contact AMA		0.00	
Commercial use		638.28	1.67 all acres		1065.93	
6 Public Pools (length x width = square feet)	105160.00	2.41	Based on closest AMA pool		16.69	
Parks1		0.00	1.50 low water use		0.00	
Parks2		0.00	4.80 turf		0.00	
Retention/Detention Basins		0.00	1.50 low water use		0.00	
Retention/Detention Basins		0.00	4.80 turf		0.00	
School Landscape1		0.00	1.50 low water use		0.00	
School Landscape2		0.00	4.80 turf		0.00	
<b>Special Event</b>						
	Number of Spectators/Year					
Special Event Racing/Festival use	577,500		12 GPC demand factor		21.27	
Special Event Concert use	50,000		7.5 GPC demand factor		1.15	
***NOTE: If your application is for a change of ownership from a previously issued Certificate of Assured Water Supply, and is for only a portion of the original Certificate, contact the Office of Assured and Adequate Water Supply to pro-rate non-residential area acreage.						
<b>Total Non-Residential Demand</b>					2344.85	
<b>Distribution Losses</b>						
	Residential	Non-Residential	Total	Loss Factor %	Distribution Losses (af/yr)	
Demand af/yr	534.75	2344.85	2879.61	10.00	287.96	
<b>Construction</b>						
	No. of Lots	Demand (gals/lot)	100 yr demand (af)		Construction Demand (af/yr)	
	2112.00	10000.00	225.37		2.25	
<b>Total Demand Per Year</b>						
Residential Usage af/yr	534.75	Non-Residential Usage 2344.85	Lost & Unaccounted for 287.96	Construction 2.25	Total Non-Res 2635.07	Total Demand Per Year (af/yr) 3169.82
Residential Usage GPCD	83				Total Demand GPCD	493
Annual Build Out Demand	3169.82					



## **APPENDIX B**

# **PINAL MODEL REPORT DOCUMENTATION**

DEMONSTRATION OF PHYSICAL  
AVAILABILITY OF GROUNDWATER

ATTESA  
Pinal County, Arizona

Appendix B

B.2205

Pinal Model Report Documentation

 Groundwater



**APPENDIX C**

**GROUNDWATER FLOW MODEL  
INPUT AND OUTPUT FILES  
(MODFLOW-2005 FORMAT)**



**MODIFICATIONS TO THE  
PINAL AMA AWS MODEL (YUNKER, 2016)  
IN SUPPORT OF  
ATTESA AAWS  
SOUTHWEST GROUNDWATER CONSULTANTS  
SEPTEMBER 15, 2016**

**Run4\_Unmodified**

This folder contains model files and documentation for Pinal AMA Model Assured Water Supply “Run 4” were provided by ADWR on June 30, 2016.

**A\_Run4mod**

The model files in this folder represent a version of “Run 4” modified to serve as a new Assured Water Supply baseline model. The changes included:

- Modifying the well (.wel) file to prevent deactivation of wells simulating Assured Water Supply (AWS) demands. AWS wells were moved to alternate locations so that none of the AWS pumping was deactivated due to model cell dewatering. AWS wells were also moved to prevent them being located in cells whose depth to water after 100-years exceeded 1,100 feet below land surface (ft bls). Wells for AWC-PV were moved to locations on or adjacent to the service area and/or CC&N areas. A tabulation of the original and final well layer, row and column assignments is presented in the A\_Run4mod\_well\_movements.xlsx file included in this folder.
- Modifying the well (.wel) file by deepening wells to achieve model convergence, when oscillations between wet and dry were the cause of the non-convergence.
- the Output Control (.oc) and Name (.nam) files were edited to prevent the output of binary cell by cell flow and drawdown data

The model was run after making the above changes. The model results indicated that no model cells containing Pinal AWS wells were caused to go dry and no AWS wells were assigned to model cells where the depth to static water level at the end of 100-years exceeds 1,100 ft bls. The MODFLOW output files for this model run are listed as A\_Run4mod.

**B\_AddArcusCopperMtn**

The well file was then adjusted to:

- add 3,977.50.0 ac-ft/yr of pumping to simulate the demands for the pending Copper Mountain AAWS application. This pumping was added to five wells, located at 6 South, Range 8E and 6 South Range 8 East, simulating the current and committed demands for Arizona Water Company Pinal Valley (AWC-PV) service area.
- Move AWS wells that were caused to go dry as a result of added pumping. A tabulation of the original and final well layer, row and column assignments is presented in the B\_AddArcusCopperMountain\_well\_movements.xlsx file included in this folder.



Once these changes were made, the model was rerun. The model results indicated that no model cells containing SRV AWS wells were caused to go dry or have a depth to static water level exceeding 1,100 feet below land surface with the additional pumping. The MODFLOW output files for this model run are listed as B\_AddArcusCopperMountain.

### **C\_AddAttesa**

The well file was then adjusted to:

- add 3,169.82 ac-ft/yr of pumping to simulate the demands for the pending Attesa AAWS application. This pumping was added to three existing AWC-PV wells, 55-616582 (D(7-5)9 CDC), 55-616583 (D(7-5)6 DDD), and 55-616593 (D(7-5)9 CCC), simulating the current and committed demands for Arizona Water Company Pinal Valley (AWC-PV) service area.
- Move AWS wells that were caused to go dry as a result of added pumping. A tabulation of the original and final well layer, row and column assignments is presented in the C\_AddAttesa\_well\_movements.xlsx file included on the CD in this folder.

The model was run for the final time after making the above changes. The model results indicated that no model cells containing AWS wells were caused to go dry or have a depth to static water level exceeding 1,100 ft bls with the additional pumping. The model run identified as C\_AddAttesa is the final AWS run that includes pumping to meet the water demands for the Attesa development.



## **APPENDIX D**

### **REPORT OF WELL DRILLER – LOG OF WELL**

(Source: ADWR, Wells 55 On-line Database and Imaged Records Database)

## ADWR Wells Report - Attesa, Pinal County, Arizona

55-	Legal Location	Well Type	Water Uses	Installed	TD	WL	Casing Depth	Casing Width	Perf Interval	Pump Rate	Drill Log	Owner
55-800443	D(07-04)01 ABC	EXEMPT - DOMESTIC STOCK EXEMPT		6/16/1992	753		750	6		12		MC CASLIN,I
55-500074	D(07-04)01 ACB	EXEMPT	/ CANCELLED		0							JOHNSON,E
55-626493	D(07-04)12 ADD	NON-EXEMPT	I	1/1/1975	1058	494.4 12/13/2013		20	495-1030	900		CASA GRANDE,
55-626494	D(07-04)12 ADD	NON-EXEMPT		1/1/1949	1050			20		900		MIDWAY CORNMAN, LLC
55-624091	D(07-04)12 CDD	NON-EXEMPT	I	1/1/1951	935	278 5/25/1957	935	20	180- 588,600- 601,600- 935	1000		STANFIELD 1295, LLC
55-613300	D(07-04)12 DDA	NON-EXEMPT	I	1/1/1947	980	214.82 2/16/1954	760	20				CASA GRANDE,
55-613299	D(07-04)12 DDD	NON-EXEMPT	I	1/1/1962	1200	484.3 12/13/2013	1200	20	700- 980,997- 1200			CASA GRANDE,
55-507821	D(07-04)13 DAD	EXEMPT - DOMESTIC STOCK EXEMPT	/ CANCELLED		0							WHITE BEAR,R
55-624092	D(07-04)13 DCD	NON-EXEMPT	I	1/1/1962	917		900	20	400- 760,760- 917	900		STANFIELD 1295, LLC
55-633980	D(07-04)24 ---	EXEMPT			700		700	5		15		MEYER,R J
55-605620	D(07-04)24 AAD	NON-EXEMPT	I		1000	118 8/30/1946	1000	20	145- 390,405- 480	400		STANFIELD 1295, LLC

<i>55-</i>	<i>Legal Location</i>	<i>Well Type</i>	<i>Water Uses</i>	<i>Installed</i>	<i>TD</i>	<i>WL</i>	<i>Casing Depth</i>	<i>Casing Width</i>	<i>Perf Interval</i>	<i>Pump Rate</i>	<i>Drill Log</i>	<i>Owner</i>
55-511560	D(07-04)24 ABC	EXEMPT - DOMESTIC STOCK EXEMPT	/ CANCELLED	2/19/1986	660		560	6		7	X	ANDRE,R R
55-522599	D(07-04)24 ABC	EXEMPT - DOMESTIC STOCK EXEMPT		10/30/1988	624		624	8		12	X	THOMAS & SHERI BANCROFT
55-912210	D(07-04)24 ADD	EXEMPT		7/9/2010	717		715	6		15	X	BOB MEYER
55-624088	D(07-04)24 BAA	NON-EXEMPT	I	1/1/1973	685	471.1 12/13/2013	650	20	150-590	1200		SAYLOR,W M
55-587242	D(07-04)25 AAA	EXEMPT			660		660	5			X	WILLIAM HUNTER
55-572746	D(07-04)25 ABD	EXEMPT		2/25/1999	640		640	5		10	X	DICK & JUDY GARCIA
55-623845	D(07-04)25 ADA	NON-EXEMPT		1/1/1968	1100		1100	20		800		FIRST INTERSTATE BK,
55-623844	D(07-04)25 ADD	NON-EXEMPT		1/1/1950	1100		1100	20		800		DICK / JUDY GARCIA
55-599043	D(07-04)25 DCD	EXEMPT		7/28/2003	520		520	5		7	X	WILLEM C RAVE
55-623843	D(07-04)25 DDA	NON-EXEMPT		1/1/1949	1100		1100	20		800		BILLY H. & SHIRLEY A HOLT
55-574986	D(07-04)25 DDD	EXEMPT		7/16/1999	660		660	5		7	X	BILLY H HOLT
55-615459	D(07-04)36 BBD	NON-EXEMPT	U	12/31/1909	900	117 7/1/1926		20	837-914	2000		AZ STATE LAND DEPT,
55-615458	D(07-04)36 DDD	NON-EXEMPT		1/1/1926	900			24				AZ STATE LAND DEPT,

55-	Legal Location	Well Type	Water Uses	Installed	TD	WL	Casing Depth	Casing Width	Perf Interval	Pump Rate	Drill Log	Owner
55-593118	D(07-05)02 AAA	SPCL - CATHODIC PROTECTION OTHER		12/12/2002	360		90	9			X	EL PASO NATURAL GAS
55-214649	D(07-05)04 BCD	NON- EXEMPT - NON- SERVICE NON-EXEMPT	/ CANCELLED		0							CG8, L.L.C.
55-632414	D(07-05)05 CDD	EXEMPT	U	12/1/1951	518	O 12/4/2013	518	20	183-410		X	RAYMARCUS LAND CO,
55-569124	D(07-05)06 CCA	EXEMPT			0							DASS AND YERGAN
55-526457	D(07-05)06 DDD	NON-EXEMPT	/ CANCELLED		0							AZ WATER COMPANY,
55-616583	D(07-05)06 DDD	NON- EXEMPT - SERVICE NON-EXEMPT	P	11/1/1951	650	456.6 11/9/1988	650	20	180- 345,371- 660	750		AZ WATER COMPANY,
55-505015	D(07-05)07 CDD	NON- EXEMPT - WITHDRAWAL PERMIT NON- EXEMPT	/ CANCELLED	1/1/1949	970		970	20		700	X	BUCHLI,D J
55-613932	D(07-05)07 DDD	NON-EXEMPT	U	1/1/1949	970	440 11/10/2015	970	20	168- 607,607- 857	700		MONTGOMER Y 18, LLC
55-525646	D(07-05)08 CCC	SPCL - EXPLORATION OTHER		12/11/1989	228						X	SOUTHWEST GAS CORP,
55-576266	D(07-05)09 CAD	EXEMPT		8/16/1999	600		600	4			X	CG, LLC
55-616593	D(07-05)09 CCC	NON- EXEMPT - SERVICE NON-EXEMPT	U		1022	405.4 12/4/2013	1022	20				AZ WATER COMPANY,

<i>55-</i>	<i>Legal Location</i>	<i>Well Type</i>	<i>Water Uses</i>	<i>Installed</i>	<i>TD</i>	<i>WL</i>	<i>Casing Depth</i>	<i>Casing Width</i>	<i>Perf Interval</i>	<i>Pump Rate</i>	<i>Drill Log</i>	<i>Owner</i>
55-616582	D(07-05)09 CDC	NON-EXEMPT - SERVICE NON-EXEMPT	U		1048	401.9 12/4/2013	1048	16	200-512			AZ WATER COMPANY,
55-597902	D(07-05)14 ACB	EXEMPT			308		308	6			X	MARK BROOKS
55-206526	D(07-05)14 BCD	EXEMPT		2/27/2006	340		340	5		10	X	MARCIANO ARIAS
55-581416	D(07-05)14 DDC	EXEMPT	H	6/22/2000	305	Z 12/6/2013	305	5	240-305	10	X	FRANCISCO ESPINOZA
55-518944	D(07-05)15 ---	SPCL - EXPLORATION OTHER		9/10/1987	500		100	6			X	EL PASO NATURAL GAS,
55-601333	D(07-05)15 DDD	NON-EXEMPT		1/1/1954	650		650	18		1200		SMT INVESTORS LP, ET AL
55-601327	D(07-05)15 DDD	NON-EXEMPT		1/1/1962	2235		650	20		600		SMT INVESTORS LP, ET AL
55-601329	D(07-05)16 ADD	NON-EXEMPT	U	1/1/1959	960	Z 12/4/2013	622	20	260-600,622-960	1200		DRE DEVELOPMENT, LLC
55-601336	D(07-05)16 DDD	EXEMPT	H	1/1/1956	650	251.8 12/4/2013	650	20		35		BIANCO BROS,
55-613929	D(07-05)18 ADD	NON-EXEMPT	I	1/1/1950	1000	353.52R 1/11/1962	1000	20	242-632,632-695	600		MSIDD,
55-557733	D(07-05)18 CBA	EXEMPT		8/9/1996	650		650	8		14	X	JULIE KOMZELMAN
55-613931	D(07-05)18 CCC	NON-EXEMPT	I	1/1/1962	990	465 12/13/2013	990	18		700		OLDHAM ENTERPRISES , LLC

<i>55-</i>	<i>Legal Location</i>	<i>Well Type</i>	<i>Water Uses</i>	<i>Installed</i>	<i>TD</i>	<i>WL</i>	<i>Casing Depth</i>	<i>Casing Width</i>	<i>Perf Interval</i>	<i>Pump Rate</i>	<i>Drill Log</i>	<i>Owner</i>
55-613930	D(07-05)18 DCC	NON-EXEMPT	I	1/1/1957	1020	443.1 12/4/2013	1020	20	400- 830,838- 1397	1100		SCHAFFER, GERTRUD,
55-613928	D(07-05)18 DDD	NON-EXEMPT	I	1/1/1950	1000	425.8 12/4/2013	1000	20		600		BINGHAM ARIZONA LAND, LLC
55-613934	D(07-05)19 ADD	NON-EXEMPT	I	1/1/1949	960			20		1200		MT BALDY LMT PSHIP
55-613935	D(07-05)19 BCC	NON-EXEMPT	I	6/1/1974	790	458.7 11/4/1993	765	20	265- 485,765- 790	500		SUNSHINE 200 LLC
55-613933	D(07-05)19 CDA	NON-EXEMPT	I	1/1/1969	950	453 12/4/2013		18		800		SUNSHINE 200 LLC
55-573510	D(07-05)19 CDD	EXEMPT		5/28/1999	673			5		10	X	PALMER AND SCHWAB
55-601330	D(07-05)21 ADD	NON-EXEMPT		1/1/1969	800		800	18		600		DRE DEVELOPME T, LLC
55-601335	D(07-05)21 ADD	EXEMPT		1/1/1942	350		350	20		35		BIANCO BROS,
55-601331	D(07-05)21 BCC	NON-EXEMPT		1/1/1964	1000		1800	20		600		DRE DEVELOPME T, LLC
55-601332	D(07-05)21 BCC	NON-EXEMPT		1/1/1977	1800		1000	20		1200		DRE DEVELOPME T, LLC
55-601334	D(07-05)21 BCD	NON-EXEMPT		1/1/1957	950		950	20		1200		DRE DEVELOPME T, LLC
55-601328	D(07-05)21 DCC	NON-EXEMPT	U	1/1/1979	2495	Z 12/5/2013	2360	16	730- 1520,1530- 2361	1200		DRE DEVELOPME T, LLC

<i>55-</i>	<i>Legal Location</i>	<i>Well Type</i>	<i>Water Uses</i>	<i>Installed</i>	<i>TD</i>	<i>WL</i>	<i>Casing Depth</i>	<i>Casing Width</i>	<i>Perf Interval</i>	<i>Pump Rate</i>	<i>Drill Log</i>	<i>Owner</i>
55-085946	D(07-05)21 DDC	NON-EXEMPT	U	12/8/1981	1087	Z 12/5/2013	400	20		1200		DRE DEVELOPMENT, LLC
55-601326	D(07-05)21 DDD	NON-EXEMPT		1/1/1960	970		970	20		1200		DRE DEVELOPMENT, LLC
55-590302	D(07-05)23 ADB	SPCL - CATHODIC PROTECTION OTHER		4/19/2002	500		160	8			X	EL PASO NATURAL GAS
55-594687	D(07-05)23 BAA	EXEMPT			300		300	5			X	ANITA DIAZ
55-214096	D(07-05)23 BAB	EXEMPT		5/15/2007	400		300	5			X	MARCIANO ARIAS JR
55-586427	D(07-05)23 BAB	SPCL - CATHODIC PROTECTION OTHER		1/24/2002	240			5		13	X	RACHEL ROMO
55-217767	D(07-05)30 ABD	EXEMPT			0							IGNACIO ARIAS
55-203712	D(07-05)30 ABD	EXEMPT		12/3/2004	315		315	5		6	X	IANACIO ARIAS

*TD: Total Depth (feet)    WL: Depth to water, Remark Code (if any), and measurement date    WL, and Perf Interval are in units of feet below land surface*  
*Casing Width is diameter in units of inches    Pump rate is in units of gallons per minute*  
*All data are from the ADWR Wells 55 CD except Water Use, WL, and Perf Interval, which come from the ADWR GWSI databa*

### REPORT OF WELL DRILLER

55-626493

This report should be prepared by the driller in all detail and filed with the State Land Commissioner following completion of the well.

1. OWNER James O. Brugh Name  
 Address  
 2. Lessee or Operator Name  
 Address  
 3. DRILLER James Sensibaugh Name  
P.O. Box 306 Stanfield, Az. 85272 Address  
 4. Location of well: Twp. 7 South Rge. 4 East Section 12 SE corner Lot 12 *ADD*  
10-acre subdivision  
 5. Intention to Drill File No. Permit No. G-1123

#### DESCRIPTION OF WELL

6. Total depth of hole 1050' ft.  
 7. Type of casing  
 8. Diameter and length of casing 20 in. from 0' to 512' in. from to 16 in. from 475' to 1050'  
 9. Method of sealing at reduction points  
 10. Perforated from 495' to 1030', from to , from to , from to  
 11. Size of cuts 3/16" Number of cuts per foot 8 rows around/ft.  
 12. If screen was installed: Length ft. Diam in. Type  
 13. Method of construction drilled  
drilled, dug, driven, bored, jetted, etc.  
 14. Date started 6 10 74  
Month Day Year  
 15. Date completed 7 17 74  
Month Day Year  
 16. Depth of water 480 static ft.  
If flowing well, so state.  
 17. Describe point from which depth measurements were made, and give sea-level elevation if available  
ground level  
 18. If flowing well, state method of flow regulation

19. REMARKS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DO NOT WRITE IN THIS SPACE  
OFFICE RECORD

Received 7-23-74 by Jaw  
 Filed by  
 File No. D(7-4)12 SE cor Lot 12

(Well Log to Appear on Reverse Side)



RECORDED

STATE LAND DEPARTMENT  
GROUND WATER DIVISION  
STATE OF ARIZONA

REPORT OF WELL DRILLER

55-624091

1. OWNER C. A. Saylor  
Name  
940 Ash Ave, Tempe, Ariz.  
Address

2. Lessee or Operator \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address

3. DRILLER H. A. Pixler & Son  
Name  
Casa Grande, Ariz.  
Address

4. Location of well: Twp. 7S Rge. 4E Sec. 12 NE 1/4 SE 1/4 SE 1/4  
(10-acre subdivision)

5. Intention to Drill File No. (D-7-4)12 1st 20 dda Permit No. G- 518  
Appln. No. G- 556

DESCRIPTION OF WELL

6. Total depth of hole 935 ft.

7. Type of casing Stove pipe in old well

8. Diameter and length of casing 20 in. from 0 to 600,  
open hole in. from 600 to 935, \_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_

9. Method of sealing at reduction points \_\_\_\_\_

10. Perforated from \_\_\_\_\_ to \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_

11. Size of cuts \_\_\_\_\_ Number of cuts per foot \_\_\_\_\_

12. If screen was installed: Length \_\_\_\_\_ ft. Diam. \_\_\_\_\_ in.

13. Method of construction Drilled  
Drilled, dug, driven, bored, jetted, etc.

14. Date completed 5-25-57

15. Depth to water 228 (If flowing well, so state).

16. Describe point from which depth measurements were made, and give sea-level elevation if available \_\_\_\_\_

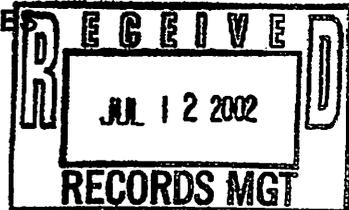
17. If flowing well, state method of flow regulation \_\_\_\_\_

18. REMARKS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DO NOT WRITE IN THIS SPACE  
OFFICE RECORD  
Received 7-18-57 by lms  
Filed 7-18-57 by lms  
File No. (D-7-4)12 (Lot 20) dda



ARIZONA DEPARTMENT OF WATER RESOURCES  
500 North 3rd Street  
Phoenix, Arizona 85004



WELL DRILLER REPORT

This report should be prepared by the driller in all detail and filed with the Department within 30 days following completion of the well.

- 1. FARMERS PUMP CO. DBA FARWEST PUMP CO. INC.  
2968 W. INA RD, PMB #272  
TUCSON, AZ 85741-2154
  
- 2. Owner Name: William Hunter HC 70 Box 37  
Address: Hay Springs NE 69347  
City State Zip
  
- 3. Location: 7 N/S 4 E/W 25 1/4 NE 1/4 NE 1/4 NE  
Township Range Section 10-acre 40-acre 160-acre
  
- 4. Well Registration No. 55-587242 (Required)
  
- 5. Permit No. \_\_\_\_\_ (If Issued)

DESCRIPTION OF WELL

- 6. Total depth of hole 660 ft.
- 7. Type of casing steel 45' 10" cemented surface seal.
- 8. Diameter and length of casing 10 in. from 0 to 45 , 6" in from 0 to 280
- 9. Method of sealing at reduction points 430' :5" from 230 to 660
- 10. Perforated from 200 to 660 , from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_
- 11. Size of cuts torch cut Number of cuts per foot \_\_\_\_\_
- 12. If screen was installed: Length \_\_\_\_\_ ft. Diam \_\_\_\_\_ in. Type \_\_\_\_\_
- 13. Method of construction drilled  
(drilled, dug, driven, bored, jetted, etc)
- 14. Date started 10 26 01  
Month Day Year
- 15. Date completed 1 18 02  
Month Day Year
- 16. Depth to water 360' ft. (If flowing well, so state)
- 17. Describe point from which depth measurements were made, and give sea level elevation if available
- 18. If flowing well, state method of flow regulation: \_\_\_\_\_
- 19. Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DO NOT WRITE IN THIS SPACE  
OFFICE RECORD  
Registration No. 55- 587242  
File No. D(7-4) 25 AAA  
Received \_\_\_\_\_ By \_\_\_\_\_  
Entered \_\_\_\_\_ By \_\_\_\_\_

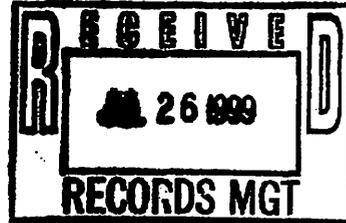


ARIZONA DEPARTMENT OF WATER RESOURCES

500 North Third Street  
Phoenix, Arizona 85004

WELL DRILLER REPORT

This report should be prepared by the driller in all detail and filed with the Department within 30 days following completion of the well.



1. ARIZONA BEEMAN DRILLING L.L.C.  
P.O. BOX 3370  
APACHE JUNCTION, AZ 85217-3370

2. Owner Name: Billy H. Holt  
Address: 4160 W. Gail Dr, Chandler, AZ 85226  
City State Zip

3. Location: 7S N/S 4E E/W 25 1/4 SE 1/4 SE 1/4 SE  
Township Range Section 10-acre 40-acre 160-acre

4. Well Registration No. 55-574986 (Required)  
5. Permit No. \_\_\_\_\_ (If issued)

DESCRIPTION OF WELL

6. Total depth of hole 660 ft.

7. Type of casing Steel + PVC

8. Diameter and length of casing 7 in. from 0 to 20, 5 in from 0 to 660

9. Method of sealing at reduction points Neat Cement (No Reduction)

\* 10. Perforated from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

11. Size of cuts .032 Number of cuts per foot 60

12. If screen was installed: Length 200 ft. Diam 4 1/2 in. Type PVC

13. Method of construction Mud Rotary Drilled  
(drilled, dug, driven, bored, jetted, etc)

14. Date started July 6 1999  
Month Day Year

15. Date completed July 16 1999  
Month Day Year

16. Depth to water \_\_\_\_\_ ft. (If flowing well, so state)

17. Describe point from which depth measurements were made, and give sea-level elevation if available  
Ground Level

18. If flowing well, state method of flow regulation: \_\_\_\_\_

19. Remarks: Approx 9 GPM

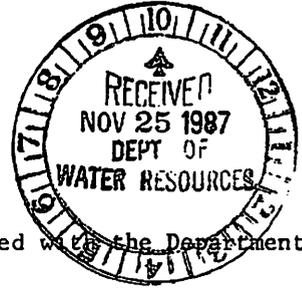
\* Staggered 300-640  
180-200

DO NOT WRITE IN THIS SPACE  
OFFICE RECORD  
Registration No. 55-574986  
File No. D(7-4) 25 DDD  
Received \_\_\_\_\_ By \_\_\_\_\_  
Entered \_\_\_\_\_ By \_\_\_\_\_

ANSWERED JUL 27 1999



STATE OF ARIZONA  
DEPARTMENT OF WATER RESOURCES  
99 EAST VIRGINIA AVENUE  
PHOENIX, ARIZONA 85004



WELL DRILLER REPORT

This report should be prepared by the driller in all detail and filed with the Department within 30 days following completion of the well.

1. Owner El Paso Natural Gas Company  
Name  
P. O. Box 1492, El Paso, Tx 79978  
Mailing Address
2. Driller The Loftis Company  
Name  
P. O. Box 7847, Midland, Tx 79708  
Mailing Address
3. Location of well: Township 7S, Range 5E, Section 15
4. Permit No. 55-518944  
(if issued)

DESCRIPTION OF WELL

5. Total depth of hole 500' ft.
6. Type of casing Schedule 40 PVC
7. Diameter and length of casing 6" in. from 0 to 100, in from      to
8. Method of sealing at reduction points N/A
9. Perforated from none to     , from      to     , from      to     .
10. Size of cuts N/A Number of cuts per foot
11. If screen was installed: Length      ft. Diam      in. Type
12. Method of construction drilled  
drilled, dug, driven, bored, jetted, etc.
13. Date started 9/8/87  
Month Day Year
14. Date completed 9/10/87  
Month Day Year
15. Depth to water none determined ft. (If flowing well, so state.)
16. Describe point from which depth measurements were made, and give sea-level elevation if available N/A
17. If flowing well, state method of flow regulation:
18. Remarks: Well drilled for  
cathodic protection

E
Reg# 55-518944
File# D(7-5)15
Entered <b>ENTERED NOV 30 1987</b> By <u>    </u>

LOG OF WELL

Indicate depth at which water was first encountered, and the depth and thickness of water bearing beds. If water is artesian, indicate depth at which encountered, and depth to which it rose in well.

From (feet)	To (feet)	Description of formation material
0	5	Surface soil
5	10	caliche
10	15	gravel
15	30	sandy clay
30	40	gravel
40	50	sand & gravel
50	60	sandy clay
60	70	sandy clay & gravel
70	75	gravel
75	80	sand & gravel
80	100	sandy clay
100	105	sand & gravel
105	115	gravel
115	150	gravel, sandy clay
150	160	gravel
160	170	sandy clay
170	210	red sandstone
210	245	hard sandstone
245	300	red shale
300	320	shale & clay
320	340	hard sandstone
340	380	hard rock
380	410	rock & clay
410	420	green shale
420	440	green shale, clay

440 I hereby certify that this well was drilled by me (or under my supervision), and that each and all of the statements herein contained are true to the best of my knowledge and belief.

470 shale  
480 clay & shale

Driller W. O'Neil Loftis, The Loftis Co.  
*W. O'Neil Loftis* Name  
P. O. Box 7847, Midland, Tx 79708  
 Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Date 10/20/87

RECORDED

STATE LAND DEPARTMENT  
GROUND WATER DIVISION  
STATE OF ARIZONA

REPORT OF WELL DRILLER

55-613930

1. OWNER S: NORMAN HAGEN & LEON ZIGOURES  
Name  
P. O. Box E Casa Grande, Arizona  
Address

2. Lessee or Operator \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address

3. DRILLER Belew & Belew Drilling Co.  
Name  
Box 536, Casa Grande, Arizona  
Address

4. Location of well: Twp. 7 S Rge. 5 E Sec. 18 SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  SE  $\frac{1}{4}$   
(10-acre subdivision)

5. Intention to Drill File No. (D-7-5)18 dcc Permit No. G-578  
Appln. No. G-623

DESCRIPTION OF WELL

6. Total depth of hole 1397 ft.

7. Type of casing Electric Weld.

8. Diameter and length of casing 20 in. from 0 to 838 $\frac{1}{4}$ ",  
\_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ in. from \_\_\_\_\_ to \_\_\_\_\_

9. Method of sealing at reduction points None

10. Perforated from 400 to 830, from \_\_\_\_\_ to \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_

11. Size of cuts 1/2" Number of cuts per foot 6 every 5 Ft.

12. If screen was installed: Length \_\_\_\_\_ ft. Diam. \_\_\_\_\_ in.

13. Method of construction Drilled  
Drilled, dug, driven, bored, jetted, etc.

14. Date completed 2/26/58

15. Depth to water 275' (If flowing well, so state).

16. Describe point from which depth measurements were made, and give  
sea-level elevation if available Ground Level

17. If flowing well, state method of flow regulation \_\_\_\_\_

18. REMARKS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DO NOT WRITE IN THIS SPACE	
OFFICE RECORD	
Received <u>April 1, 1958</u>	by <u>Flood</u>
Filed <u>April 21, 1958</u>	by <u>Flood</u>
File No. <u>(D-7-5)18 dcc</u>	

**LOG OF WELL**

Indicate depth at which water was first encountered, and the depth and thickness of water bearing beds. If water is artesian, indicate depth at which encountered, and depth to which it rose in well.

From (Feet)	To (Feet)	Description of Formation Material
0	10	Top Soil
10	42	Sand & Gravel
42	75	Sand
75	175	Clay, Sand, & Gravel
175	275	Sand & Clay
275	421	Sand & Gravel (Water at 275')
421	460	Sand, Gravel, & Clay
460	535	Sand & Gravel
535	555	Gravel
555	576	Hard Sand
576	617	Sand & Gravel
617	627	Clay
627	715	Clay & Gravel
715	835	Hard Sand
835	885	Sand & Clay (Set 20" Casing at 838 1/4")
885	923	Hard Sharp Sand
923	940	Sand & Clay
940	985	Hard Sand
985	1020	Clay
1020	1100	Hard Sand
1100	1132	Sand
1132	1139	Clay
1139	1215	Hard Sand
1215	1221	Sticky Clay
1221	1254	Hard Sand
1254	1264	Sand & Clay
1264	1397	Hard Sand

I hereby certify that this well was drilled by me (or under my supervision), and that each and all of the statements herein contained are true to the best of my knowledge and belief.

Driller Belew & Belew Drilling Co.  
 Name  
 Box 536 Casa Grande, Arizona  
 Address  
*BW Belew*  
 Date 3/31/58

### REPORT OF WELL DRILLER

55-601328

This report should be prepared by the driller in all detail and filed with the State Land Commissioner following completion of the well.

- 1. OWNER Bianco Farms  
Name  
Rt. 2 box 350 Casa Grande, Arizona 85222  
Address
- 2. Lessee or Operator \_\_\_\_\_  
Name  
Address
- 3. DRILLER Leon Noel Drilling  
Name  
P O Box 1042 Chandler, Arizona 85224  
Address
- 4. Location of well: Twp. 7 S Rgn. 5 E Section 21 SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  SE  $\frac{1}{4}$   
10-acre subdivision
- 5. Intention to Drill File No. \_\_\_\_\_ Permit No. G-1309

#### DESCRIPTION OF WELL

- 6. Total depth of hole. 2361 ft.
- 7. Type of casing. Seamless steel
- 8. Diameter and length of casing. 16 in. from 0 to 370, 12 in. from 690 to 1530 in. from \_\_\_\_\_ to \_\_\_\_\_
- 9. Method of sealing at reduction points \_\_\_\_\_
- 10. Perforated from 730 to 1520, from \_\_\_\_\_ to \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_
- 11. Size of cuts 3/16" X 3" Number of cuts per foot 20
- 12. If screen was installed: Length \_\_\_\_\_ ft. Diam. \_\_\_\_\_ in. Type \_\_\_\_\_
- 13. Method of construction Bored  
drilled, dug, driven, bored, jetted, etc.
- 14. Date started 2-28-79  
Month Day Year
- 15. Date completed 4-14-79  
Month Day Year
- 16. Depth to water 330 ft.  
If flowing well, so state.
- 17. Describe point from which depth measurements were made, and give sea-level elevation if available.  
Ground level
- 18. If flowing well, state method of flow regulation \_\_\_\_\_

19. REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DO NOT WRITE IN THIS SPACE	
OFFICE RECORD	
Received <u>10-24-79</u>	by <u>M</u>
Filed <u>10-25-79</u>	by <u>M</u>
File No. <u>D(7-5)21 dcc</u>	
<u>35-72516</u>	

(Well Log to Appear on Reverse Side)



WELL DRILLER REPORT

This report should be prepared by the driller in all detail and filed with the Department within 30 days following completion of the well.

1. Owner Beavers Bros  
Rt 2 Box 350 Beavers Rd Casa Grande AZ  
Name  
Address

2. Lessee or Operator \_\_\_\_\_  
Name  
Address

3. Driller Sam Noel Drilling Co  
Box 1042 Chandler AZ  
Name  
Address

4. Location of well: T9 RSE section 21 Pinal Co. SW 1/4 SW 1/4 SE 1/4

5. Permit No. G 1309  
(if issued)

DESCRIPTION OF WELL

6. Total depth of hole 2497 ft.

7. Type of casing 32mm hls steel

8. Diameter and length of casing 16 in. from 0 to 370, 12" in from 370 to 1800. 8" to 2360' 16" to 2497' open hole

9. Method of sealing at reduction points \_\_\_\_\_

10. Perforated from 370 to 2360, from \_\_\_\_\_ to \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_

11. Size of cuts 3/16 x 3 Number of cuts per foot 20

12. If screen was installed: Length \_\_\_\_\_ ft. Diam \_\_\_\_\_ in. Type \_\_\_\_\_

13. Method of construction ford drilled, dug, driven, bored, jetted, etc.

14. Date started 2/28/79  
Month \_\_\_\_\_ day \_\_\_\_\_ year \_\_\_\_\_

15. Date completed 4/14/79 original well  
Month \_\_\_\_\_ day \_\_\_\_\_ year \_\_\_\_\_

16. Depth to water 330 ft. (If flowing well, so state.)

17. Describe point from which depth measurements were made, and give sea-level elevation if available. ground level

18. If flowing well, state method of flow regulation \_\_\_\_\_

19. REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DO NOT WRITE IN THIS SPACE	
OFFICE RECORD	
Registration No. <u>55-85946</u>	
Received _____	By _____
Entered <u>12-12-81</u>	By <u>PT</u>
File No. <u>D(7-5)21 dec</u>	



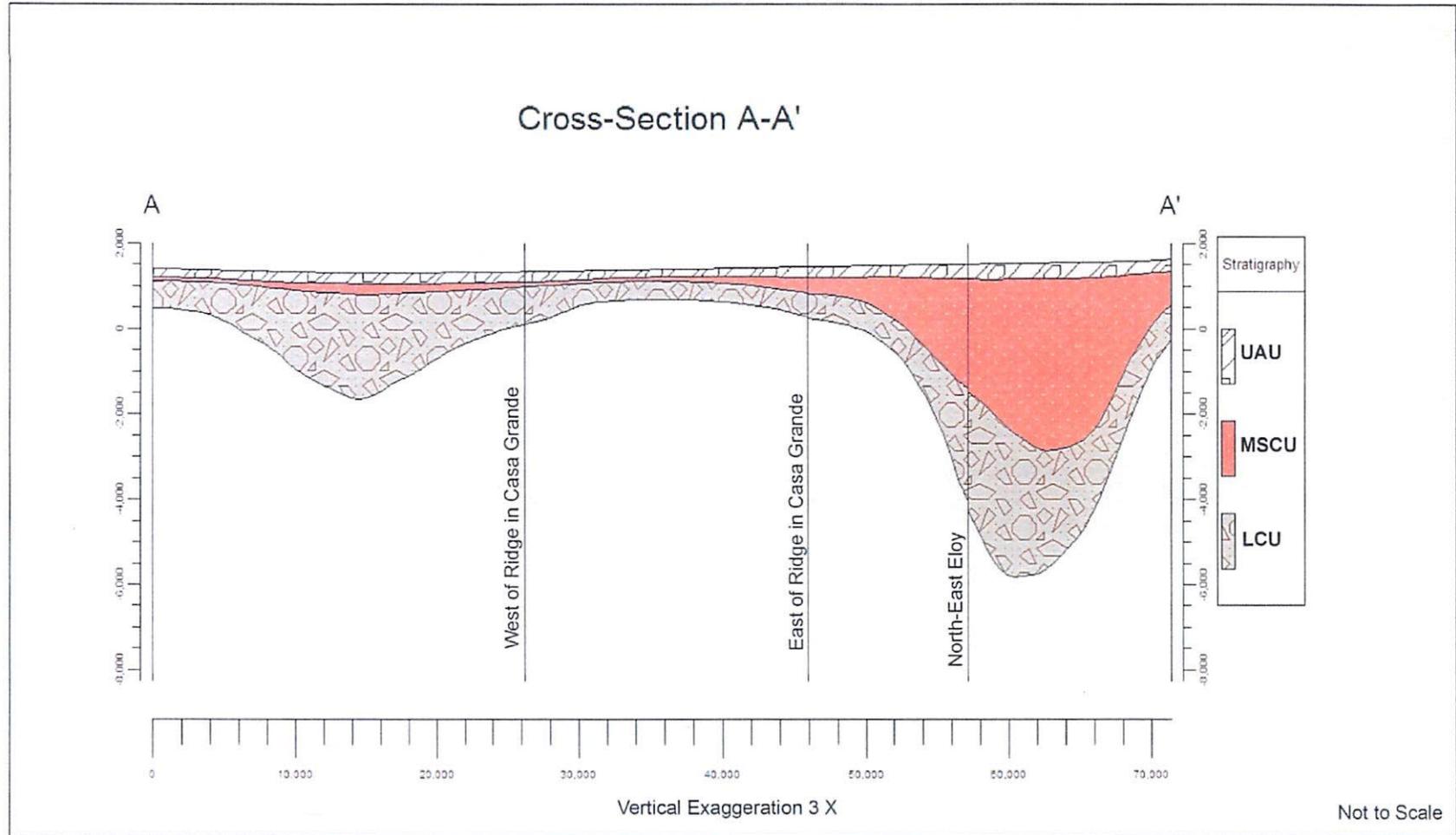


## **APPENDIX E**

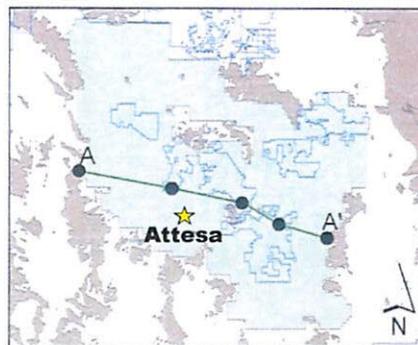
### **SELECT FIGURES FROM PINAL MODEL REPORT HIGHLIGHTING THE LOCATION OF ATTESA**

(Source: Dubas and Liu, 2010; Liu et al., 2014)

Figure 12



Vertical Units in Feet Above Mean Sea Level  
Horizontal Units in Meters

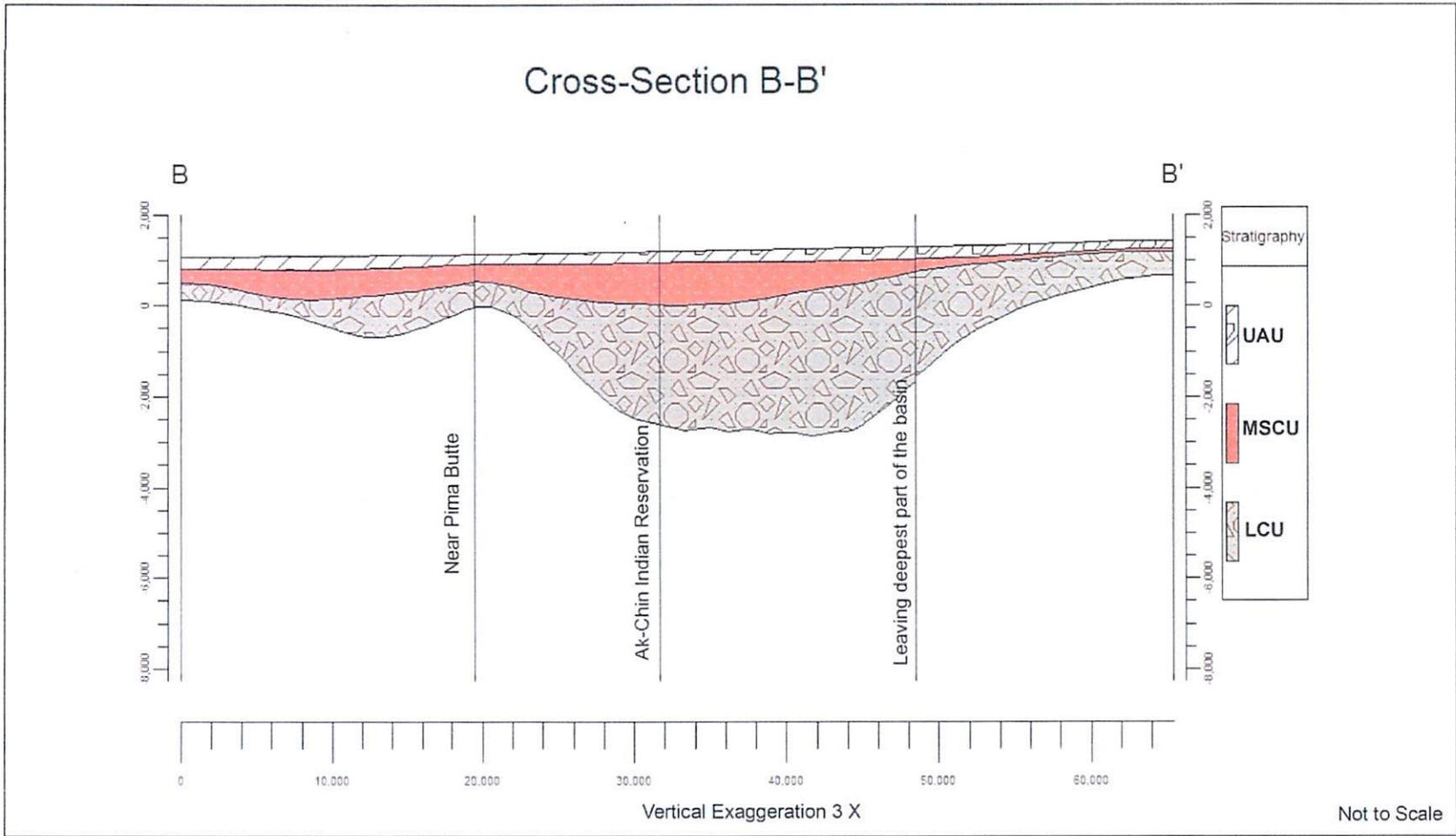


- Legend**
- City Boundary
  - Pinal Model Boundary
  - Hardrock
  - Cross-Section A-A'
  - Points Correspond to Cross-Section Notes

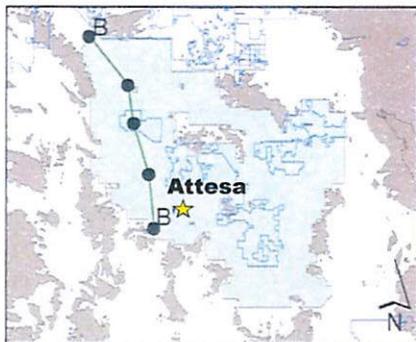
Map showing the cross-section and location map for the east-west cross-section A-A'



Figure 13



Vertical Units in Feet Above Mean Sea Level  
Horizontal Units in Meters



- Legend**
- City Boundary
  - Pinal Model Boundary
  - Hardrock
  - Cross-Section B-B'
  - Points Correspond to Cross-Section Notes

Map showing the cross-section and location map for the north-south cross-section B-B' through the Maricopa-Stanfield sub-basin



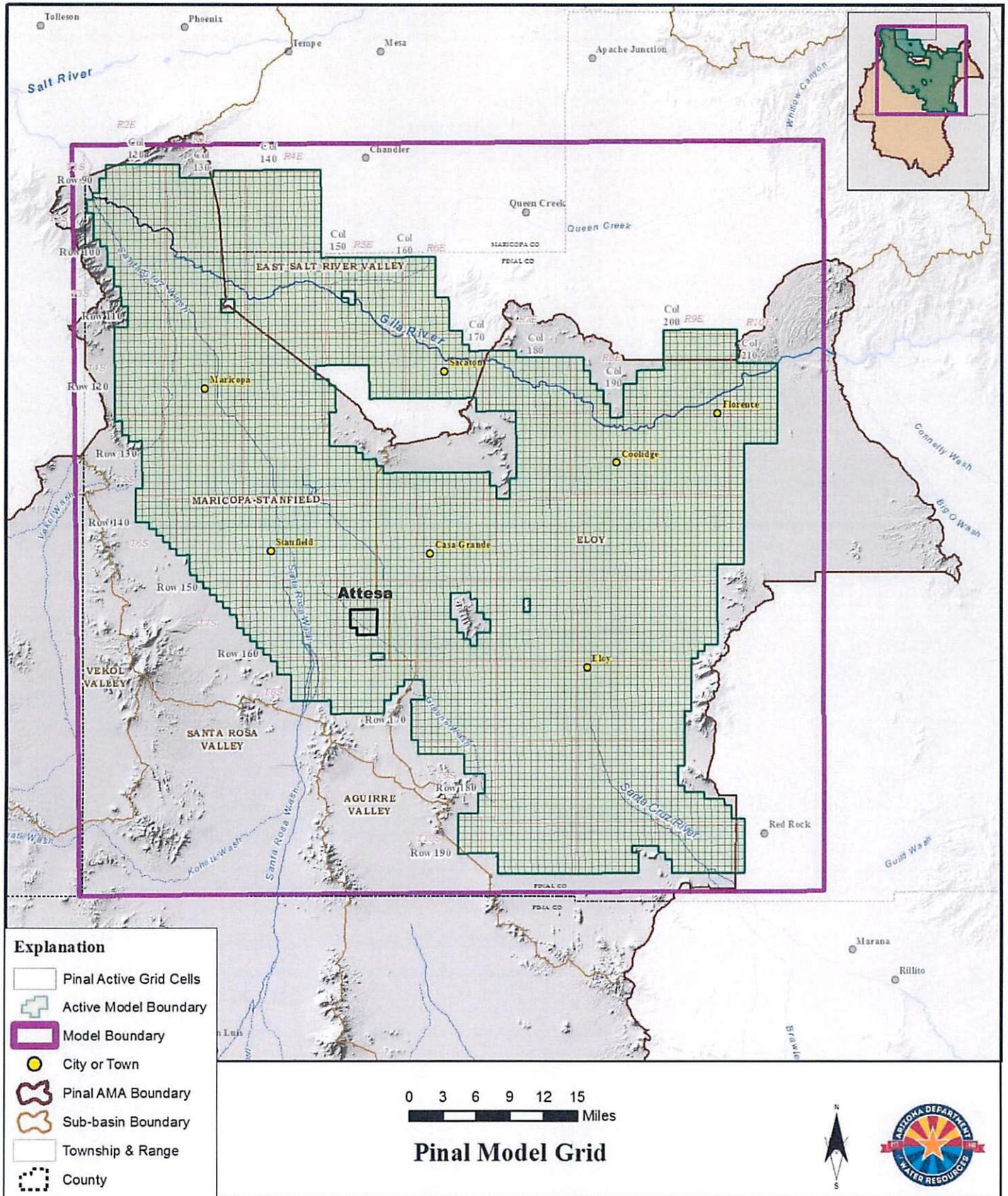


Figure 29 Pinal Model Grid

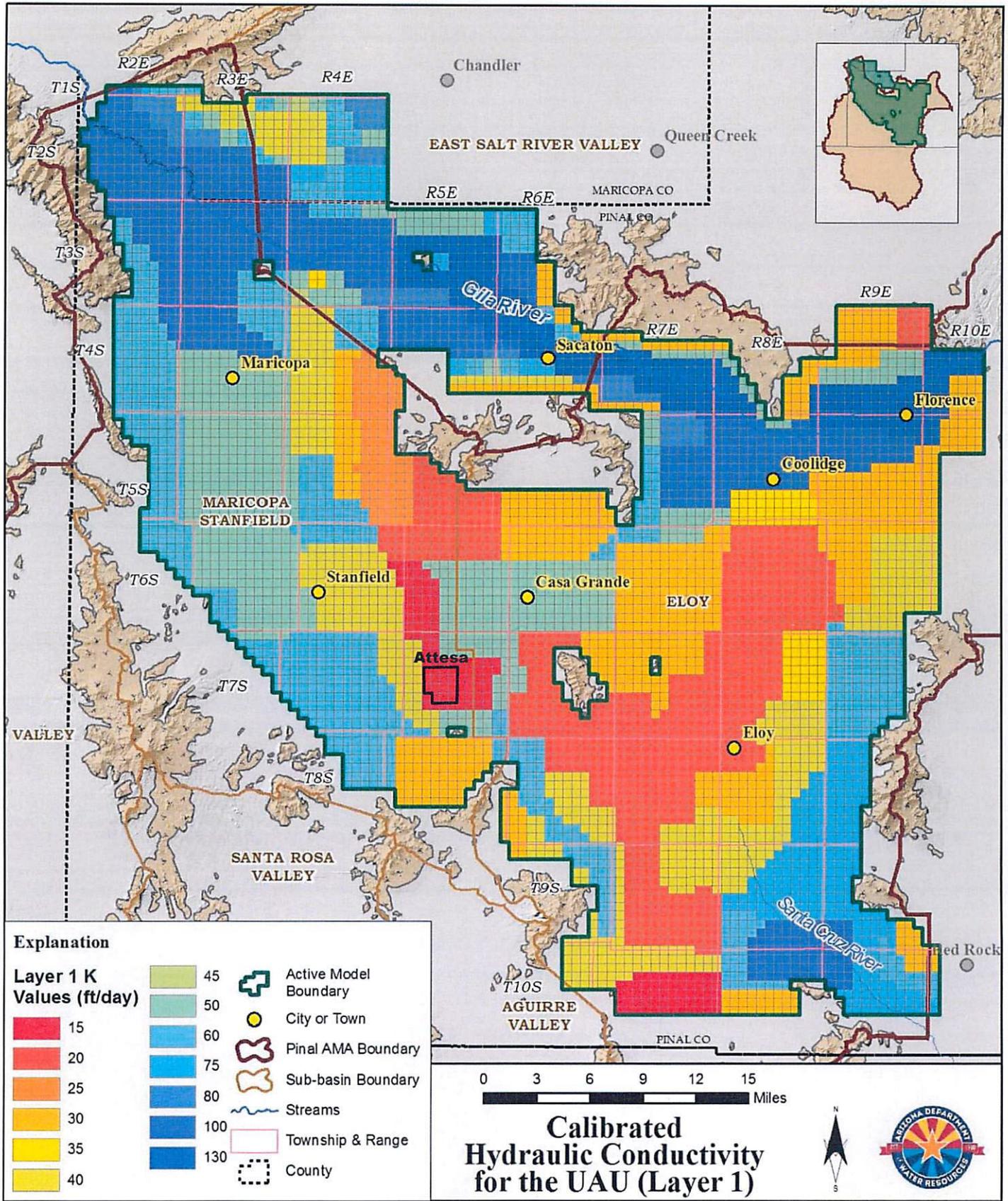


Figure 78 Calibrated Hydraulic Conductivity for the UAU (Layer 1)

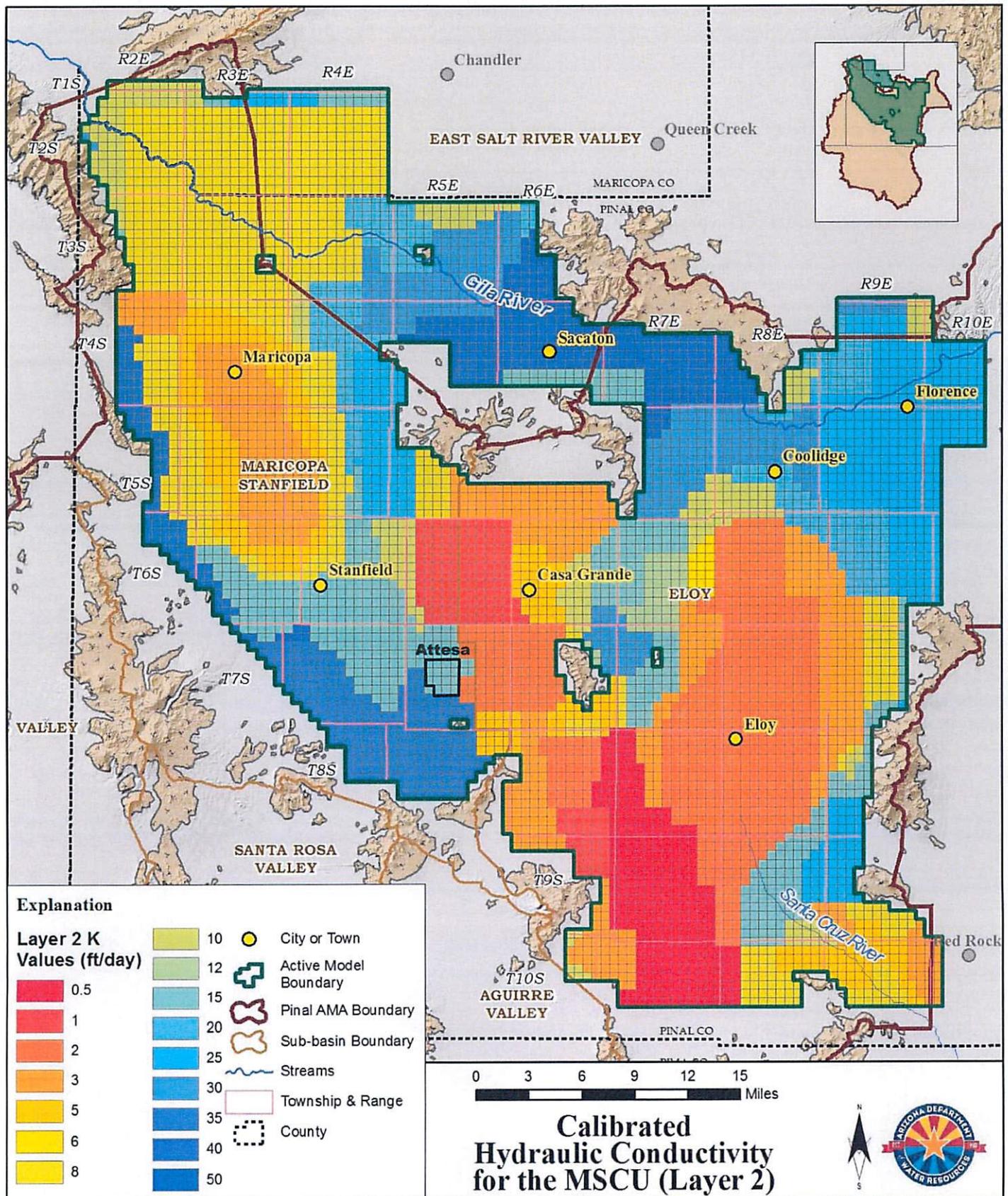


Figure 79 Calibrated Hydraulic Conductivity for the MSCU (Layer 2)

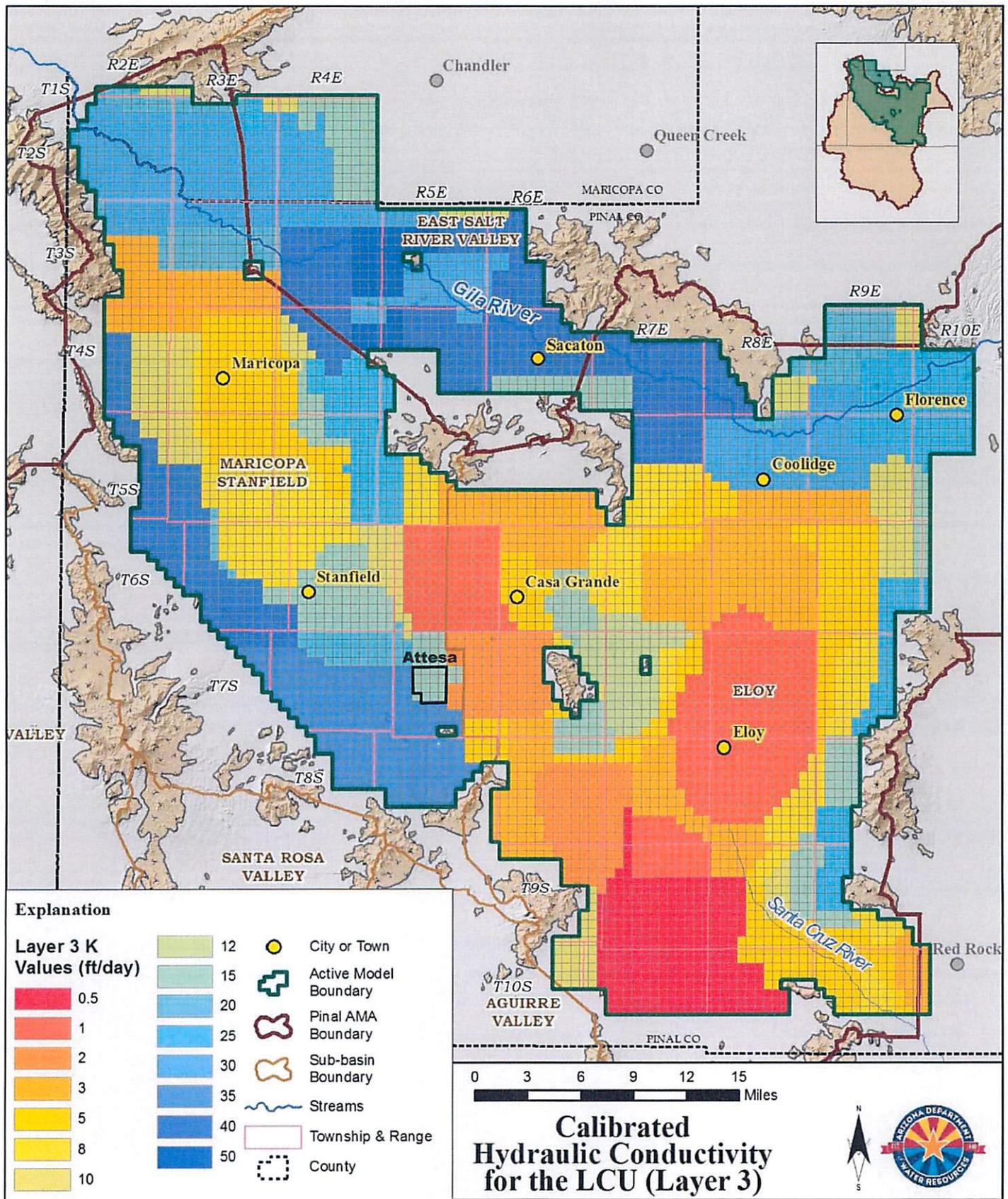


Figure 80 Calibrated Hydraulic Conductivity for the LCU (Layer 3)

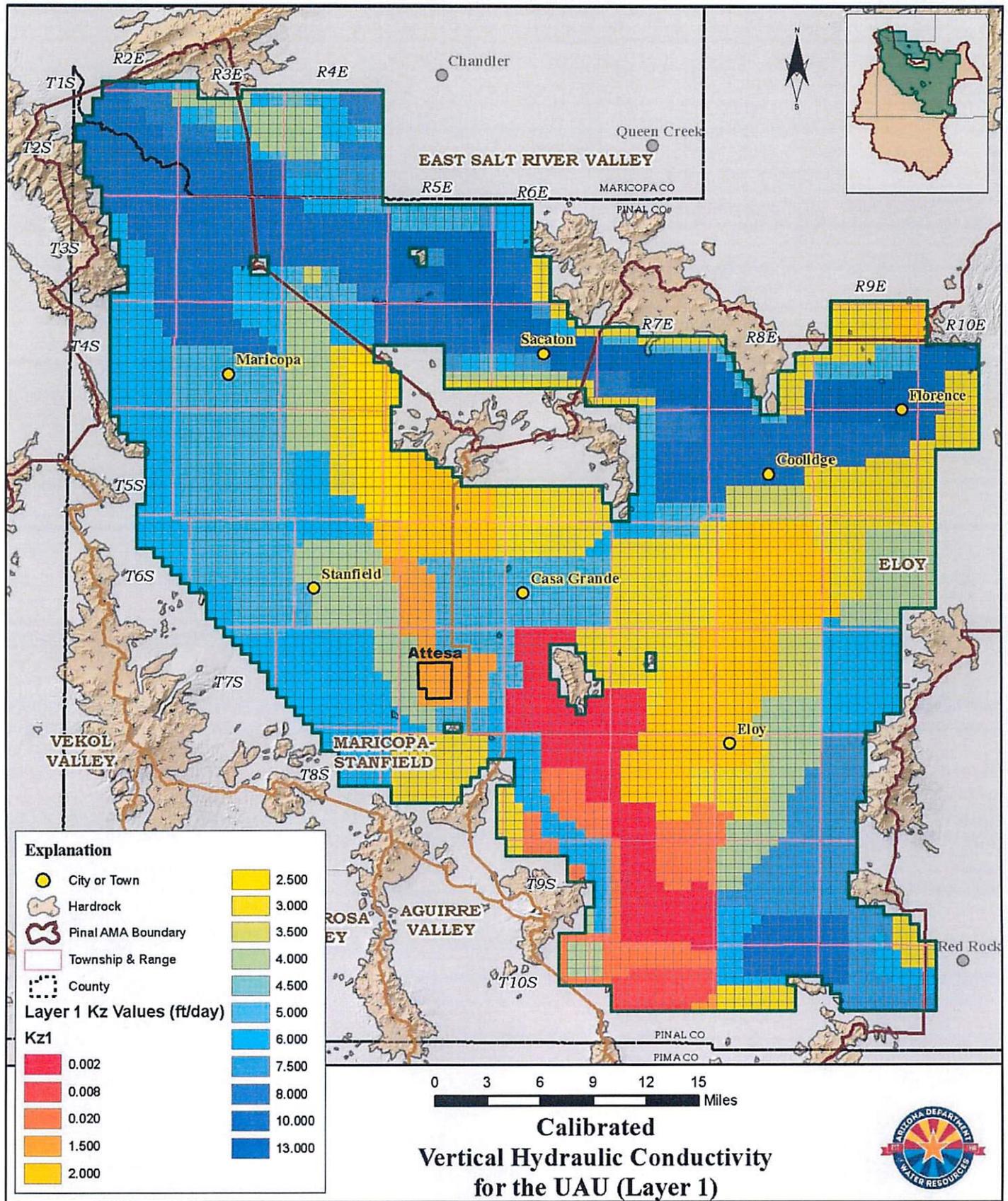


Figure 81 Vertical Hydraulic Conductivity for the UAU (Layer 1)

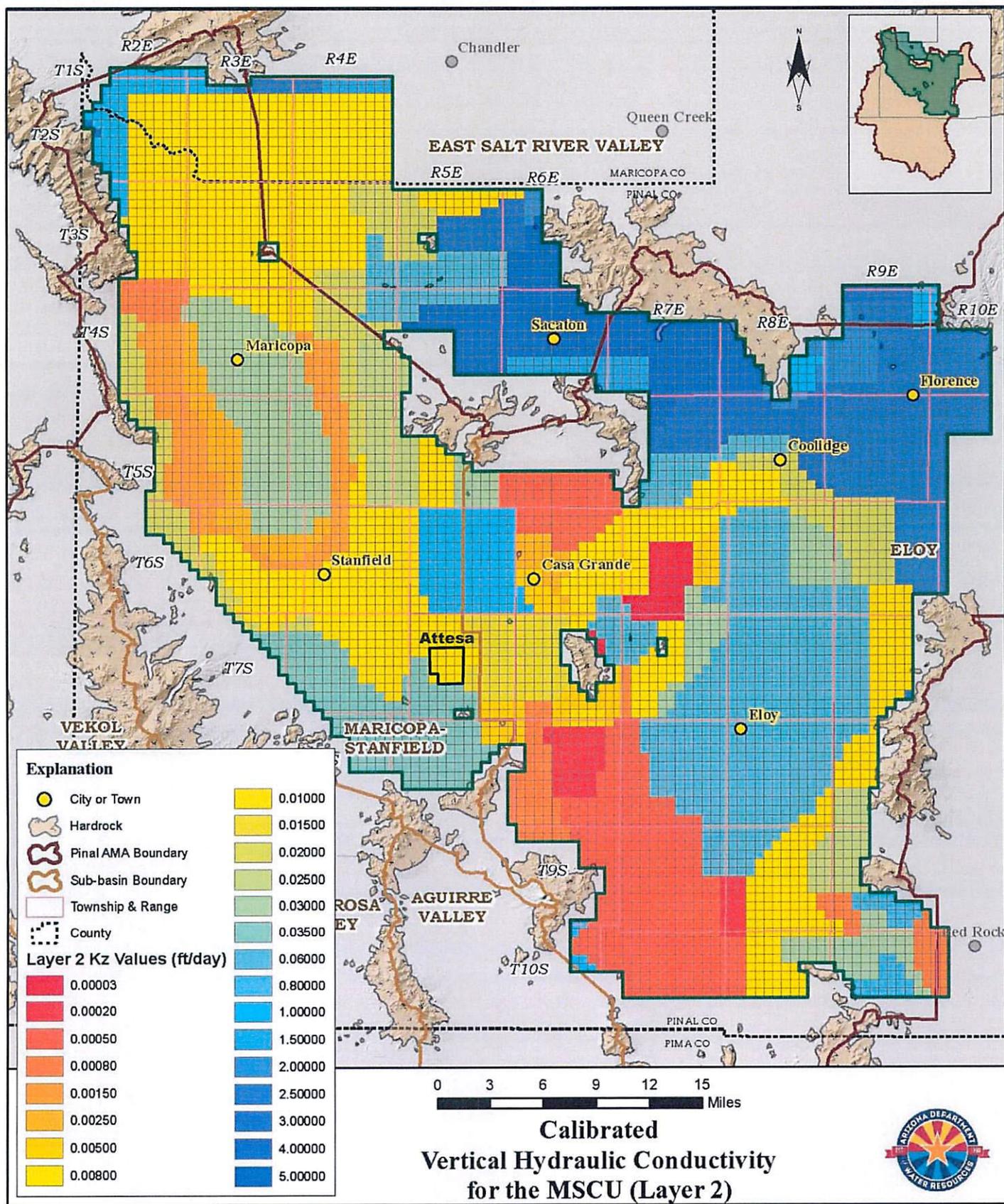


Figure 82 Vertical Hydraulic Conductivity for the MSCU (Layer 2)

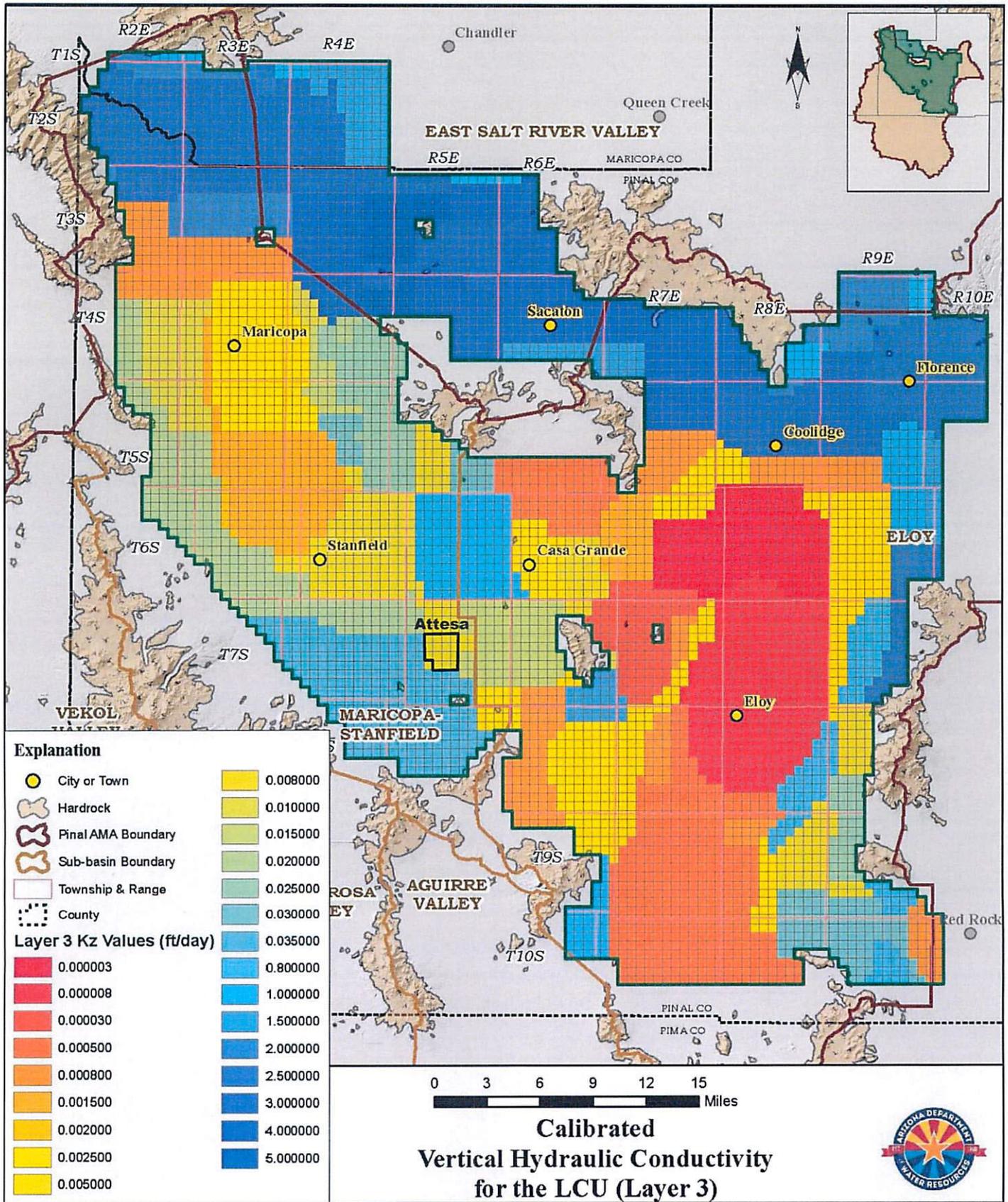


Figure 83 Vertical Hydraulic Conductivity for the LCU (Layer 3)

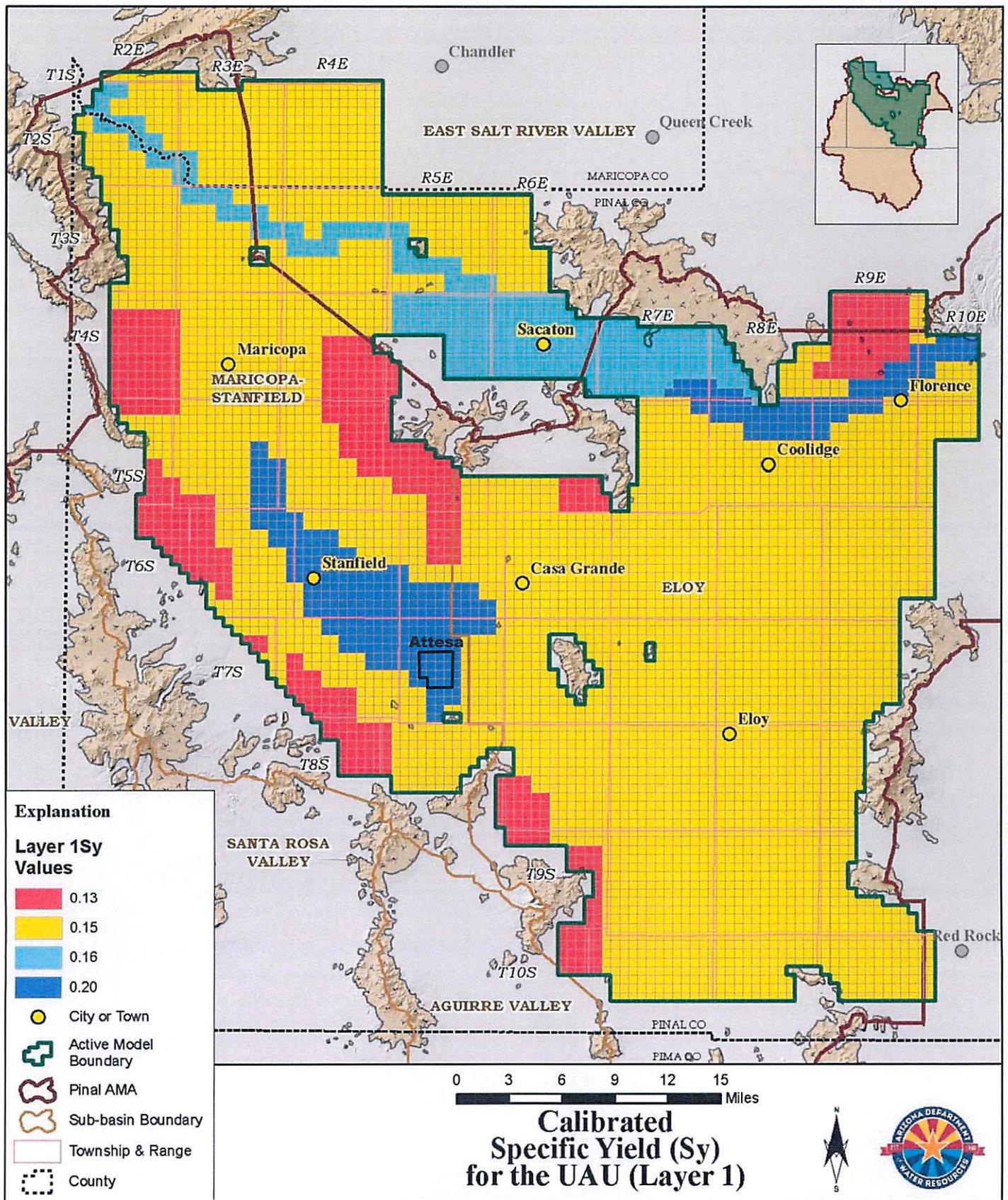


Figure 86 Calibrated Specific Yield for the UAU (Layer 1)

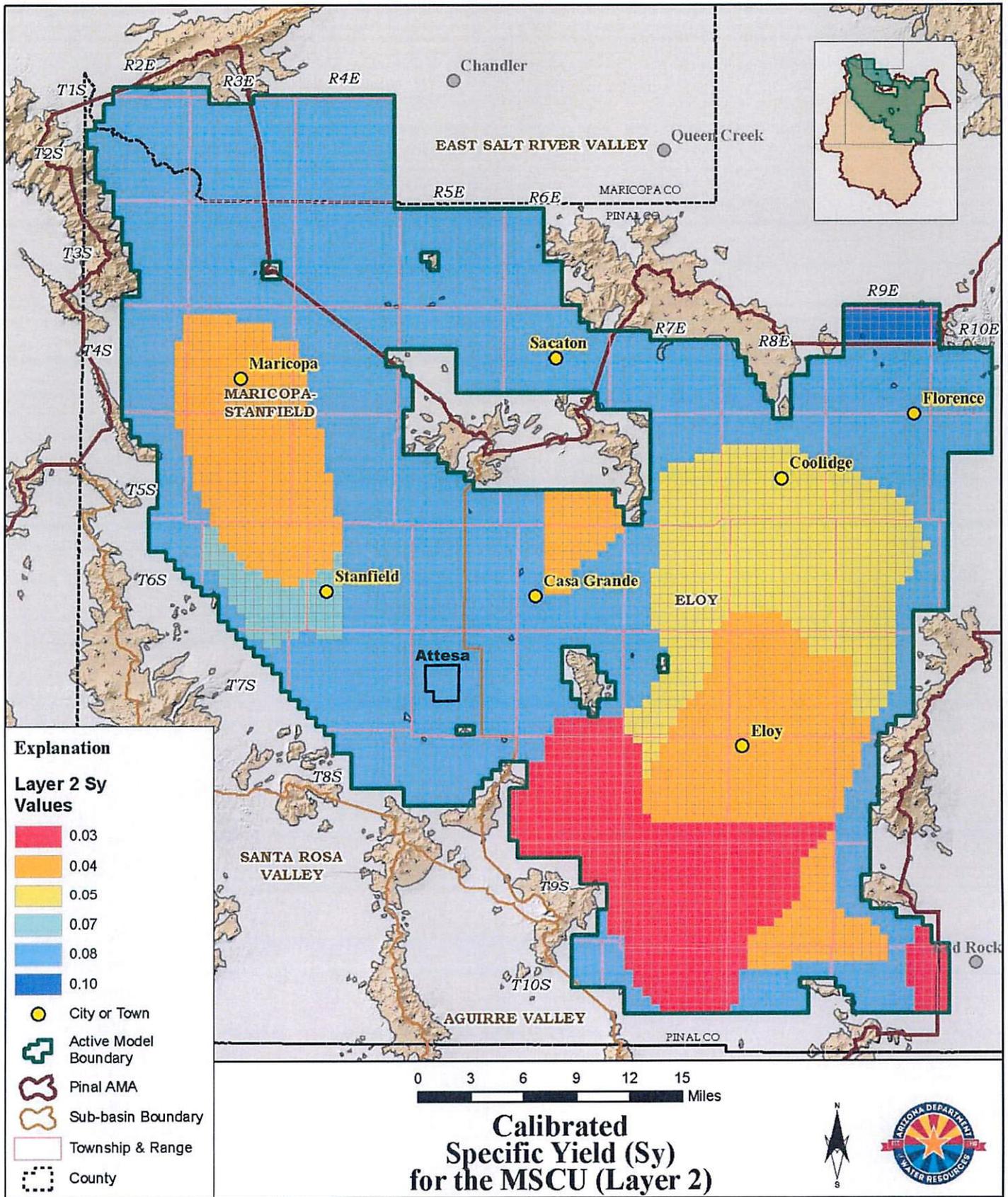


Figure 87 Calibrated Specific Yield for the MSCU (Layer 2)

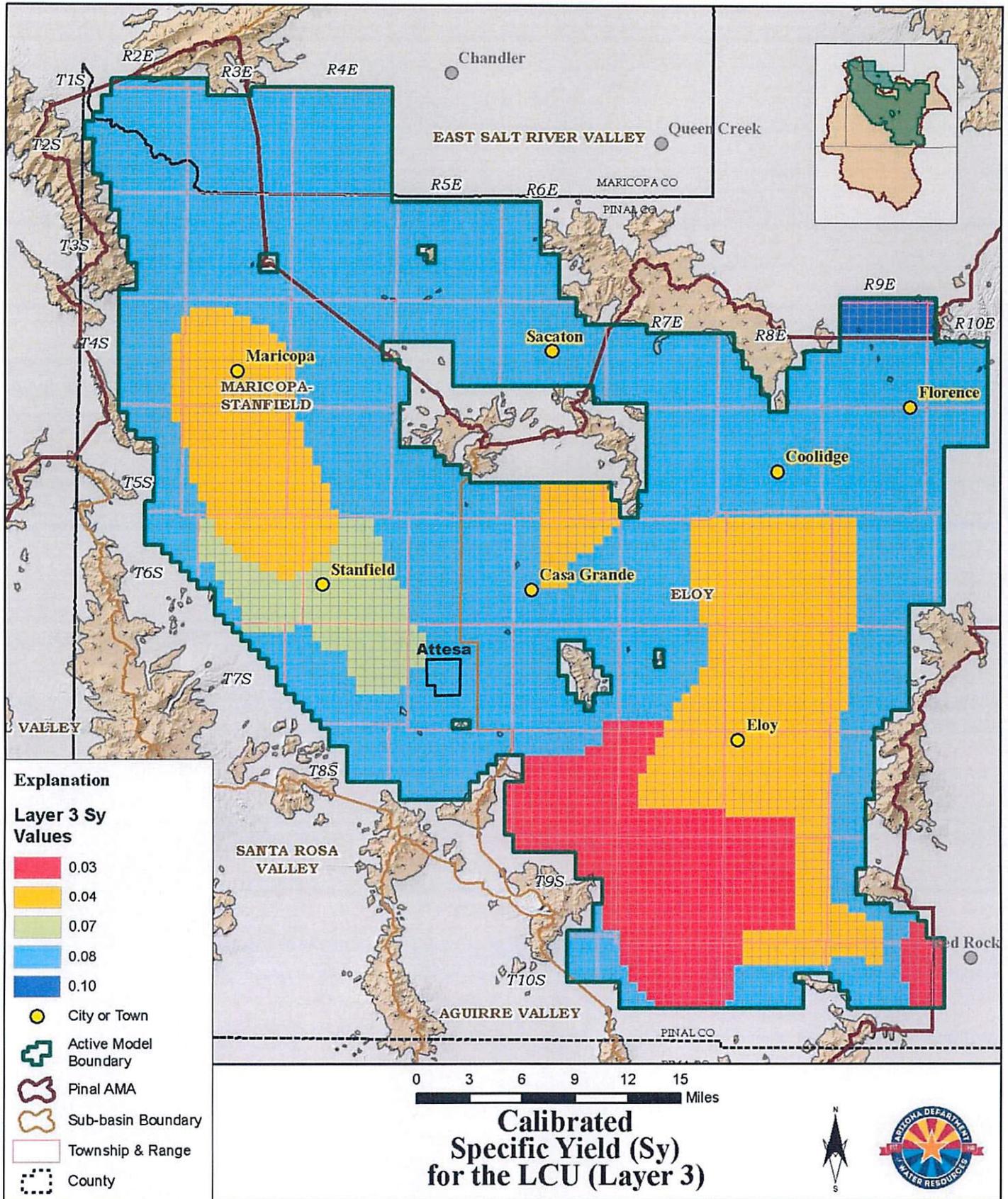


Figure 88 Calibrated Specific Yield for the LCU (Layer 3)

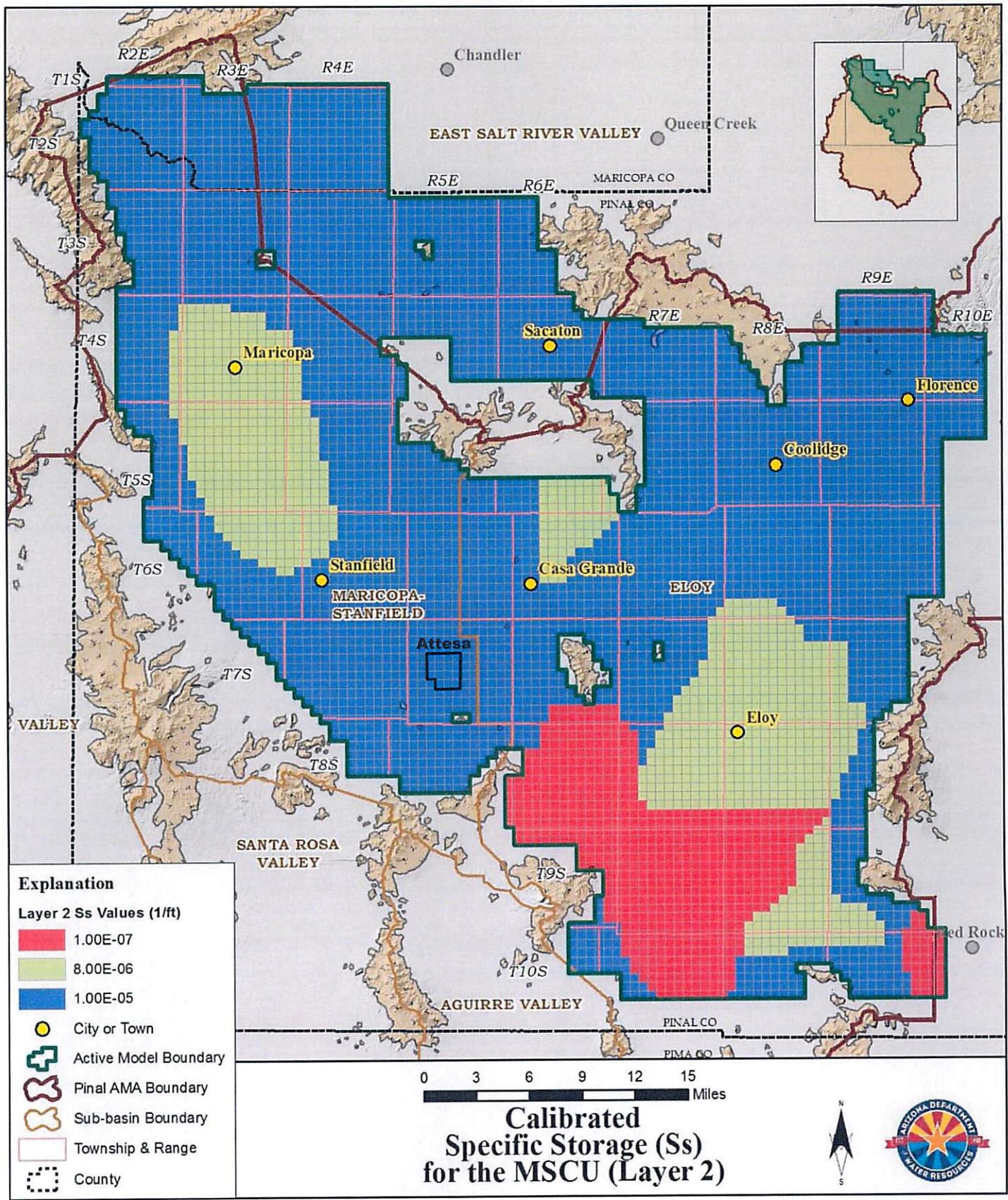


Figure 89 Calibrated Specific Storage for the MSCU (Layer 2)

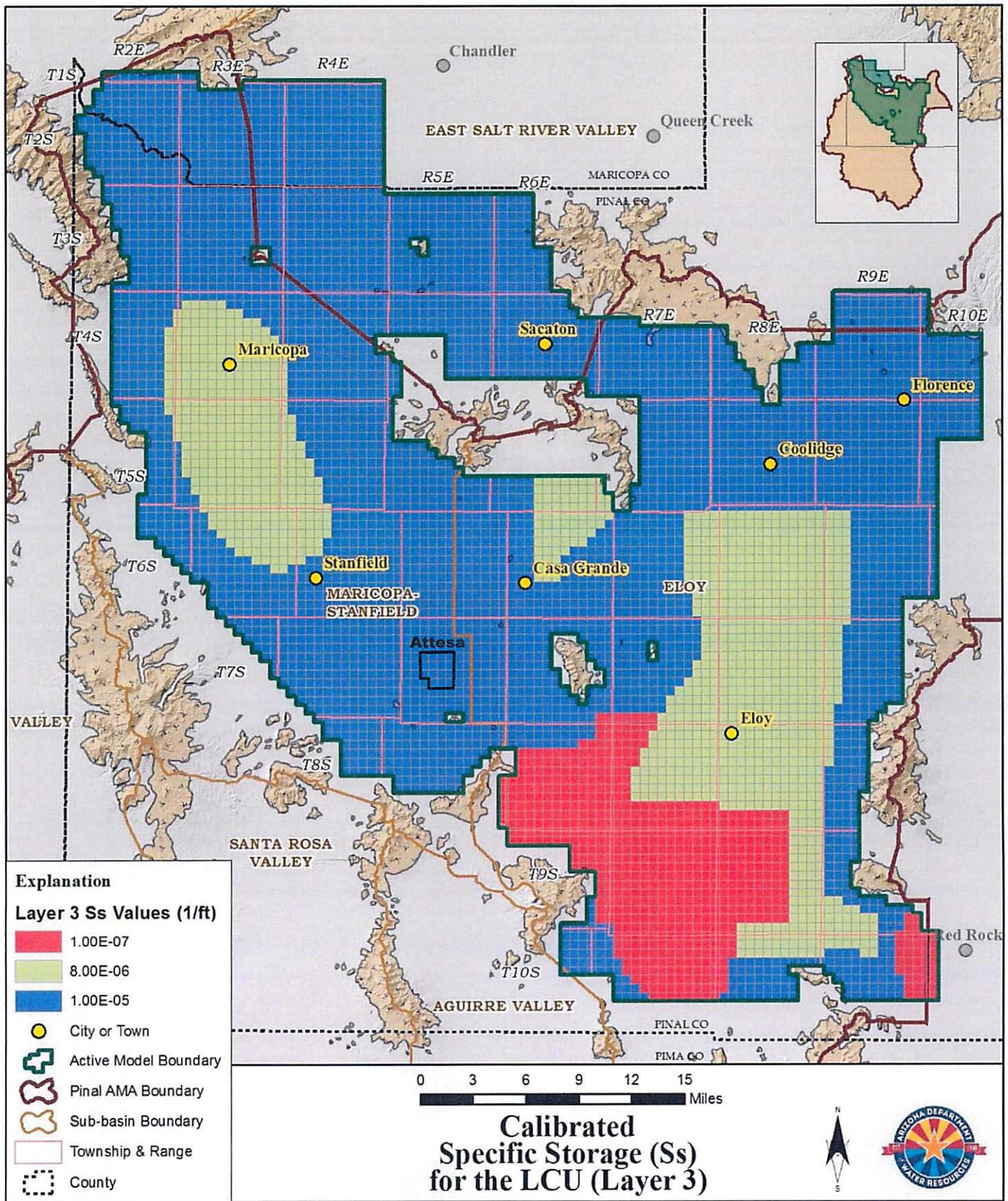


Figure 90 Calibrated Specific Storage for the LCU (Layer 3)



## **APPENDIX F**

### **GROUNDWATER LEVEL DATA**

(Source: ADWR, Groundwater Site Inventory Database)

# Groundwater Site Inventory Water Level Report

AZ Dept of Water Resources

Local ID	Site ID	ADWR Well Registry No.	Well Altitude	Well Depth	Date Measured	Depth to Water	WL Altitude Above Mean Sea Level	Source	Method	Remark
D-07-04 36BBD	324646111531601	615459	1382	914	7/1/1926	117.00	1265		R	
D-07-04E12AAD	325012111523801		1357	404	11/1/1984	506.50	850.5	A	V	
			1357	404	11/10/1998	489.20	868	A	V	
			1357	404	12/18/2007	0.00	0	A	V	O
			1357	404	12/13/2013	0.00	0	A	V	O
D-07-04E12ADD	325001111523801	626493	1358	1050	1/1/1974	480.00	878	D	R	
			1358	1050	12/18/2007	480.10	877.9	A	V	
			1358	1050	12/13/2013	494.40	863.6	A	V	
D-07-04E12DDA	324945111523701	613300	1357	930	2/6/1951	168.47	1188.53	U	S	
			1357	930	3/4/1952	179.64	1177.36	U	S	
			1357	930	2/16/1954	214.82	1142.18	U	S	
D-07-04E12DDD	324934111523801	613299	1359	1200	1/20/1983	481.60	877.4	A	V	
			1359	1200	11/19/1984	494.80	864.2	A	V	
			1359	1200	11/1/1988	598.10	760.9	A	V	
			1359	1200	11/4/1993	483.40	875.6	A	V	
			1359	1200	11/12/1998	477.40	882	A	V	
			1359	1200	12/4/2003	466.90	892.1	A	V	
			1359	1200	12/19/2007	474.00	885	A	V	
			1359	1200	12/13/2013	484.30	874.7	A	V	
D-07-04E24BAC	324827111531901	624088	1364	685	11/9/1993	489.30	874.7	A	V	K
			1364	685	11/13/1998	481.90	882.1	A	V	K
			1364	685	12/5/2003	481.30	882.7	A	V	K
			1364	685	12/19/2007	0.00	0	A	V	O
			1364	685	12/13/2013	471.10	892.9	A	V	
D-07-04E24BAD	324827111541101	624085	1367	840	2/6/1951	168.25	1198.75	U	S	
			1367	840	2/12/1952	178.30	1188.7	U	S	
D-07-04E25AAD	324735111523901		1375		12/19/2007	477.90	897.1	A	V	
D-07-04E25ADD	324723111523801		1378	600	2/12/1951	170.00	1208		R	
D-07-04E25CCD	324656111532301		1375	215		168.00	1207	*	R	U
			1375	215	11/11/1998	0.00	0	A		D
			1375	215	12/13/2013	0.00	0	A	V	D
D-07-04E25DDD	324659111524001		1379	525	4/1/1947	143.00	1236		R	
			1379	525	3/4/1952	174.15	1204.85	U	S	
			1379	525	2/17/1953	188.19	1190.81	U	S	
D-07-04E36DDD	324607111524001		1389	850	7/2/1951	160.00	1229		R	
D-07-04W01DAD	325041111534201	625524	1338	1458	11/1/1984	553.70	784.3	A	V	
			1338	1458	11/2/1988	542.80	795.2	A	V	
			1338	1458	11/8/1993	545.70	792.3	A	V	
D-07-04W01DCC	325026111540901	625525	1338	1290	11/2/1988	550.10	787.9	A	V	
			1338	1290	5/6/1993	726.80	611	A	V	P
			1338	1290	11/2/1993	558.70	779.3	A	V	

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D-07-04W01DCC	325026111540901	625525	1338	1290	11/11/1998	542.50	796	A	V	
			1338	1290	1/15/2004	532.60	805.4	A	V	
			1338	1290	12/18/2007	540.00	798	A	V	
			1338	1290	12/13/2013	0.00	0	A	Z	W
D-07-04W01DDA	325033111534201	625522	1343	666	11/1/1984	559.90	783.1	A	V	
			1343	666	11/2/1988	549.60	793.4	A	V	
			1343	666	1/12/1993	558.80	784.2	A	V	S
			1343	666	11/11/1998	545.80	797.2	A	V	S
			1343	666	1/15/2004	535.20	807.8	A	V	
			1343	666	12/18/2007	539.10	803.9	A	V	
			1343	666	12/13/2013	538.70	804.3	A	V	
D-07-04W01DDC	325025111534901	625523	1343	956	11/1/1984	561.10	781.9	A	V	
			1343	956	11/2/1993	561.40	781.6	A	V	
			1343	956	11/11/1998	546.80	796	A	V	
			1343	956	1/15/2004	0.00	0	A	V	W
			1343	956	12/13/2013	0.00	0	A	Z	W
D-07-04W12DDA	324945111523801	624091	1348	935	5/25/1957	278.00	1070		R	
D-07-04W13AAD	324919111534201	624086	1353	820	3/13/1942	111.48	1241.52	U	S	
			1353	820	2/8/1962	333.50	1019.5	U	V	
D-07-04W13BAD	324919111541101	624084	1348	965	6/12/1957	278.00	1070		R	
D-07-04W24AAD	324827111534001	605620	1363	480	8/30/1946	118.00	1245		R	
D-07-04W24BAD	324827111541001	605622	1359	550	11/7/1984	488.00	871	A	V	
			1359	550	11/2/1988	478.70	880.3	A	V	
			1359	550	11/4/1993	475.90	883.1	A	V	K
			1359	550	11/12/1998	476.80	882.2	A	V	K
			1359	550	12/5/2003	475.90	883.1	A	V	K
			1359	550	12/19/2007	0.00	0	A	V	O
			1359	550	12/12/2013	0.00	0	A	Z	W
D-07-04W24DDD	324748111534101	617483	1367	500	3/13/1942	123.07	1243.93	U		
			1367	500	11/11/1998	456.30	910.7	A	V	
			1367	500	12/5/2003	461.60	905.4	A	V	
			1367	500	12/19/2007	475.30	891.7	A	V	
			1367	500	12/12/2013	486.20	880.8	A	V	
D-07-04W25ADD	324723111534001		1373	400	3/4/1952	172.60	1200.4	U	S	
			1373	400	1/26/1955	219.34	1153.66	U	S	
			1373	400	1/31/1956	245.12	1127.88	U	S	
			1373	400	1/19/1983	415.30	957.7	A	V	
			1373	400	11/9/1993	426.60	946.4	A	V	K
			1373	400	11/9/1998	424.70	948	A	V	
			1373	400	12/13/2013	458.70	914.3	A	V	
D-07-04W25CCD	324659111542901		1369	215		148.00	1221		R	
D-07-04W25DDC	324658111540401		1374		11/9/1998	392.50	982	A	V	
			1374		12/19/2007	400.50	973.5	A	V	
			1374		12/13/2013	425.70	948.3	A	V	
D-07-04W36BAC	324650111542901		1372	900	3/13/1942	120.34	1251.66	U	S	

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D-07-04W36BAC	324650111542901		1372	900	3/13/1942	121.00	1251	U	S	
			1372	900	3/2/1949	148.06	1223.94	U	S	
			1372	900	2/8/1950	162.58	1209.42	U	S	
			1372	900	2/7/1951	166.17	1205.83	U	S	
			1372	900	2/12/1952	166.72	1205.28	U	S	
			1372	900	2/17/1953	171.93	1200.07	U	S	
			1372	900	1/26/1955	212.35	1159.65	U	S	
			1372	900	2/8/1962	263.10	1108.9	U	S	
			1372	900	1/10/1963	253.73	1118.27	U	S	
			1372	900	1/17/1964	273.65	1098.35	U	S	
			1372	900	12/21/1964	341.57	1030.43	U	S	
			1372	900	1/21/1966	294.30	1077.7	U	S	
			1372	900	1/19/1967	307.70	1064.3	U	S	
			1372	900	1/23/1969	301.85	1070.15	U	S	
			1372	900	1/12/1971	328.20	1043.8	U	S	
			1372	900	1/17/1973	342.00	1030	U	S	
			1372	900	1/7/1974	341.40	1030.6	U	S	
			1372	900	12/30/1975	355.00	1017	U	T	
			1372	900	1/11/1977	363.60	1008.4	U	S	
			D-07-05 05CDD	325010111510801	632414	1370	518	1/10/1977	420.30	949.7
1370	518	11/6/1984				437.10	932.9	A	V	
1370	518	11/9/1988				441.60	928.4	A	V	
1370	518	11/1/1993				434.40	935.6	A	V	
1370	518	11/4/1998				425.00	945	A	V	
1370	518	11/20/2003				420.00	950	A	V	
1370	518	11/27/2007				420.80	949.2	A	V	
1370	518	12/4/2013				0.00	0	A	V	O
D-07-05 05DDC	325007111504801		1373		6/20/1957	273.80	1099.2	U		
			1373		1/17/1973	398.00	975	U		
			1373		1/7/1974	399.30	973.7	U		
			1373		12/17/1975	403.20	969.8	U	T	
			1373		1/10/1977	415.70	957.3	U	V	
			1373		1/25/1978	420.00	953	U	V	
			1373		2/7/1979	422.60	950.4	U	V	
D-07-05 05DDD1	325010111503401		1374	695	1/18/1955	229.27	1144.73	U	S	
			1374	695	5/1/1984	0.00	0	A		W
D-07-05 05DDD2	325011111503501		1374	1338	1/17/1957	258.03	1115.97	U	S	
			1374	1338	1/15/1959	293.70	1080.3	U	S	
			1374	1338	1/25/1960	301.63	1072.37	U	S	
			1374	1338	1/10/1961	312.04	1061.96	U	S	
			1374	1338	1/11/1962	327.26	1046.74	U	S	
			1374	1338	1/8/1963	348.13	1025.87	U	S	
			1374	1338	1/10/1964	338.86	1035.14	U	S	
			1374	1338	1/23/1967	356.70	1017.3	U	S	
			1374	1338	1/25/1968	365.10	1008.9	U	S	
			1374	1338	1/20/1969	373.45	1000.55	U	S	
			1374	1338	1/6/1971	377.80	996.2	U	S	

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D-07-05 05DDD2	325011111503501		1374	1338	12/28/1971	377.10	996.9	U	S	
			1374	1338	1/19/1983	408.10	965.9	U	V	
			1374	1338	11/6/1984	410.30	963.7	A	V	
			1374	1338	11/9/1988	413.90	960.1	A	V	
			1374	1338	11/1/1993	408.90	965.1	A	V	
			1374	1338	11/4/1998	407.20	966.8	A	V	
			1374	1338	11/20/2003	394.00	980	A	V	
			1374	1338	11/27/2007	394.10	979.9	A	V	
			1374	1338	12/4/2013	394.10	979.9	A	V	
D-07-05 06CAA	325026111521001		1361	417	8/23/1951	200.00	1161		R	
			1361	417	11/6/1984	0.00	0	A		O
D-07-05 06DDD	325011111513801	616583	1367	661	11/9/1988	456.60	910.4	A	V	
D-07-05 07ADD	324946111513901		1367		4/12/1940	107.37	1259.63	U	S	
			1367		9/26/1940	107.60	1259.4	U	S	
			1367		11/12/1940	107.67	1259.33	U	S	
			1367		1/25/1941	107.78	1259.22	U	S	
			1367		3/21/1941	107.99	1259.01	U	S	
			1367		4/21/1941	107.92	1259.08	U	S	
			1367		5/22/1941	108.30	1258.7	U	S	
			1367		6/23/1941	109.90	1257.1	U	S	
			1367		7/21/1941	110.91	1256.09	U	S	
			1367		8/26/1941	111.94	1255.06	U	S	
			1367		10/1/1941	111.74	1255.26	U	S	
			1367		10/30/1941	111.40	1255.6	U	S	
			1367		12/1/1941	111.17	1255.83	U	S	
			1367		12/29/1941	111.07	1255.93	U	S	
			1367		3/12/1942	112.33	1254.67	U	S	
			1367		3/30/1942	113.09	1253.91	U	S	
			1367		4/29/1942	112.43	1254.57	U	S	
			1367		5/29/1942	113.08	1253.92	U	S	
			1367		6/11/1942	113.92	1253.08	U	S	
			1367		6/30/1942	114.51	1252.49	U	S	
			1367		7/29/1942	115.69	1251.31	U	S	
			1367		8/27/1942	116.76	1250.24	U	S	
			1367		9/28/1942	116.32	1250.68	U	S	
			1367		10/28/1942	115.41	1251.59	U	S	
			1367		11/30/1942	115.00	1252	U	S	
			1367		12/29/1942	114.82	1252.18	U	S	
			1367		1/30/1943	114.66	1252.34	U	S	
			1367		2/25/1943	114.70	1252.3	U	S	
			1367		3/31/1943	114.75	1252.25	U	S	
	1367		4/29/1943	117.15	1249.85	U	S			
	1367		5/7/1943	117.56	1249.44	U	S			
	1367		5/31/1943	118.52	1248.48	U	S			
	1367		6/29/1943	119.60	1247.4	U	S			
	1367		7/30/1943	120.70	1246.3	U	S			
	1367		8/28/1943	121.49	1245.51	U	S			
	1367		9/28/1943	120.96	1246.04	U	S			
	1367		10/28/1943	119.93	1247.07	U	S			
	1367		11/30/1943	119.54	1247.46	U	S			
	1367		12/29/1943	119.39	1247.61	U	S			

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D-07-05 07ADD	324946111513901		1367		1/27/1944	119.22	1247.78	U	S		
			1367		2/3/1944	119.07	1247.93	U	S		
			1367		2/28/1944	119.06	1247.94	U	S		
			1367		1367		4/27/1944	121.33	1245.67	U	S
			1367		1367		5/29/1944	122.02	1244.98	U	S
			1367		1367		6/27/1944	123.20	1243.8	U	S
			1367		1367		7/28/1944	124.90	1242.1	U	S
			1367		1367		8/19/1944	125.66	1241.34	U	S
			1367		1367		8/26/1944	126.26	1240.74	U	S
			1367		1367		9/25/1944	126.90	1240.1	U	S
			1367		1367		10/25/1944	125.72	1241.28	U	S
			1367		1367		11/27/1944	124.74	1242.26	U	S
			1367		1367		12/27/1944	124.36	1242.64	U	S
			1367		1367		1/25/1945	124.18	1242.82	U	S
			1367		1367		2/19/1945	124.09	1242.91	U	S
			1367		1367		3/28/1945	125.48	1241.52	U	S
			1367		1367		4/23/1945	126.69	1240.31	U	S
			1367		1367		5/30/1945	128.14	1238.86	U	S
			1367		1367		8/1/1945	132.22	1234.78	U	S
			1367		1367		12/20/1945	135.40	1231.6	U	S
			1367		1367		2/14/1946	129.68	1237.32	U	S
			1367		1367		3/27/1946	131.12	1235.88	U	S
			1367		1367		4/25/1946	133.34	1233.66	U	S
			1367		1367		6/5/1946	134.40	1232.6	U	S
			1367		1367		7/15/1946	136.04	1230.96	U	S
			1367		1367		8/14/1946	137.56	1229.44	U	S
			1367		1367		10/23/1946	137.62	1229.38	U	S
			1367		1367		11/26/1946	138.08	1228.92	U	S
			1367		1367		12/18/1946	136.36	1230.64	U	S
			1367		1367		2/10/1947	135.53	1231.47	U	S
			1367		1367		9/29/1947	147.37	1219.63	U	S
			1367		1367		11/4/1947	145.80	1221.2	U	S
	1367		1367		2/2/1948	143.50	1223.5	U	S		
	1367		1367		3/29/1948	119.79	1247.21	U	S		
	1367		1367		5/3/1984	0.00	0	A		W	
D-07-05 07DDD	324917111513801	613932	1368	857	2/8/1952	177.94	1190.06	U	V		
			1368	857	1/14/1958	274.37	1093.63	U	V		
			1368	857	1/14/1959	282.19	1085.81	U	V		
			1368	857	1/25/1960	292.90	1075.1	U	V		
			1368	857	1/10/1961	309.82	1058.18	U	V		
			1368	857	11/15/1984	450.90	917.1	A	V		
			1368	857	6/13/1988	452.30	915.7	A	V		
			1368	857	11/3/1988	452.40	915.6	A	V		
			1368	857	12/6/1989	453.40	914.6	A	V		
			1368	857	12/11/1990	452.40	915.6	A	V		
			1368	857	12/10/1991	450.50	917.5	A	V		
			1368	857	11/19/1992	448.00	920	A	V		
			1368	857	11/4/1993	445.00	923	A	V		
			1368	857	11/2/1994	443.60	924.4	A	V		
			1368	857	11/15/1995	444.70	923.3	A	V		
			1368	857	11/21/1996	439.10	928.9	A	V		
			1368	857	12/8/1997	438.00	930	A	V		
			1368	857	11/5/1998	436.90	931.1	A	V		

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D-07-05 07DDD	324917111513801	613932	1368	857	11/8/1999	436.10	931.9	A	V	
			1368	857	12/8/2000	434.00	934	A	V	
			1368	857	11/6/2001	434.30	933.7	A	V	
			1368	857	10/28/2002	432.30	935.7	A	V	
			1368	857	12/2/2003	432.50	935.5	A	V	
			1368	857	1/10/2005	435.20	932.8	A	V	
			1368	857	11/8/2005	435.20	932.8	A	V	
			1368	857	11/7/2006	439.40	928.6	A	V	
			1368	857	11/28/2007	434.60	933.4	A	V	
			1368	857	11/18/2010	433.30	934.7	A	V	
			1368	857	11/8/2011	434.20	933.8	A	V	
			1368	857	10/29/2012	436.20	931.8	A	V	
			1368	857	12/3/2013	436.70	931.3	A	V	
			1368	857	11/12/2014	437.90	930.1	A	V	
			1368	857	11/10/2015	440.00	928	A	V	
D-07-05 08BCC	324949111512801		1368		4/12/1940	110.53	1257.47	U	S	
			1368		9/26/1940	110.08	1257.92	U	S	
			1368		11/12/1940	109.92	1258.08	U	S	
			1368		1/25/1941	110.10	1257.9	U	S	
			1368		3/21/1941	110.50	1257.5	U	S	
			1368		4/21/1941	110.38	1257.62	U	S	
			1368		5/22/1941	110.32	1257.68	U	S	
			1368		6/23/1941	111.10	1256.9	U	S	
			1368		7/21/1941	111.87	1256.13	U	S	
			1368		8/26/1941	112.75	1255.25	U	S	
			1368		10/1/1941	113.53	1254.47	U	S	
			1368		10/30/1941	113.62	1254.38	U	S	
			1368		12/1/1941	113.52	1254.48	U	S	
			1368		12/29/1941	113.43	1254.57	U	S	
			1368		3/13/1942	113.63	1254.37	U	S	
	1368			1/1/1943	0.00	0	U		W	
D-07-05 09CCC	324916111503201	616593	1381		11/7/1984	424.70	956.3	A	V	
			1381		11/9/1988	422.90	958.1	A	V	
			1381		11/4/1993	409.30	971.7	A	V	
			1381		11/5/1998	403.30	977.7	A	V	
			1381		11/19/2003	404.20	976.8	A	V	
			1381		11/28/2007	407.20	973.8	A	V	
			1381		12/4/2013	405.40	975.6	A	V	
D-07-05 09CDC	324918111502001	616582	1384	524	6/4/1953	243.65	1140.35	U		P
			1384	524	11/7/1984	421.80	962.2	A	V	
			1384	524	11/9/1988	420.40	963.6	A	V	
			1384	524	11/4/1993	403.80	980.2	A	V	
			1384	524	11/5/1998	406.70	977.3	A	V	
			1384	524	11/19/2003	400.80	983.2	A	V	
			1384	524	11/28/2007	404.60	979.4	A	V	
			1384	524	12/4/2013	401.90	982.1	A	V	
D-07-05 14DDC	324824111474101	581416	1414	305	6/27/2002	188.20	1225.8	A	V	P
			1414	305	12/8/2003	179.70	1234.3	A	V	
			1414	305	12/6/2013	0.00	0	A	Z	Z
D-07-05 15ADA	324900111483301		1402	740	12/30/1951	101.00	1301	D	R	

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D-07-05 15ADA	324900111483301		1402	740	11/8/1984	0.00	0	A		O
D-07-05 15DDD1	324825111483401		1407	115	5/3/1984	0.00	0	A		D
D-07-05 15DDD2	324826111483401		1407	112	5/3/1984	0.00	0	A		D
D-07-05 15DDD3	324824111483301		1407		11/29/2007	218.00	1189	A	V	
			1407		12/4/2013	216.30	1190.7	A	V	
D-07-05 15DDD4	324827111483201		1407		11/8/1984	247.90	1159.1	A	V	
			1407		11/9/1988	239.50	1167.5	A	V	
			1407		11/5/1993	220.80	1186.2	A	V	
			1407		11/5/1998	223.50	1184	A	V	
			1407		12/1/2003	226.70	1180.3	A	V	
			1407		11/29/2007	217.40	1189.6	A	V	
			1407		12/4/2013	217.30	1189.7	A	V	
D-07-05 16AAA	324912111493501		1393	650	2/6/1952	145.68	1247.32	U	S	
			1393	650	2/16/1953	148.53	1244.47	U	S	
			1393	650	2/15/1954	140.20	1252.8	U	S	
			1393	650	1/19/1955	139.48	1253.52	U	S	
			1393	650	1/10/1977	325.10	1067.9	U	V	
			1393	650	11/8/1984	335.10	1057.9	A	V	
			1393	650	11/9/1988	131.40	1261.6	A	V	
			1393	650	11/5/1993	304.50	1088.5	A	V	
			1393	650	11/4/1998	313.10	1079.9	A	V	
			1393	650	12/2/2003	316.40	1076.6	A	V	
			1393	650	11/28/2007	317.40	1075.6	A	V	
			1393	650	12/4/2013	311.90	1081.1	A	V	
D-07-05 16ADD	324850111493201	601329	1394	960	11/8/1984	378.00	1016	A	V	
			1394	960	11/9/1988	373.50	1020.5	A	V	
			1394	960	11/5/1993	334.00	1060	A	V	
			1394	960	11/4/1998	343.70	1050.3	A	V	
			1394	960	11/28/2007	351.50	1042.5	A	V	
			1394	960	12/4/2013	0.00	0	A	Z	Z
D-07-05 16DDD	324826111493601	601336	1397	650	11/8/1984	310.50	1086.5	A	V	
			1397	650	11/9/1988	294.00	1103	A	V	
			1397	650	11/5/1993	249.80	1147.2	A	V	
			1397	650	11/4/1998	275.10	1121.9	A	V	
			1397	650	12/2/2003	273.20	1123.8	A	V	
			1397	650	11/28/2007	257.30	1139.7	A	V	
			1397	650	12/4/2013	251.80	1145.2	A	V	
D-07-05 18ADD	324853111513801	613929	1372	695	2/20/1953	193.24	1178.76	U	S	
			1372	695	1/20/1956	233.36	1138.64	U	S	
			1372	695	1/17/1957	252.46	1119.54	U	S	
			1372	695	1/14/1958	264.70	1107.3	U	S	
			1372	695	1/26/1960	289.70	1082.3	U	S	
			1372	695	1/10/1961	302.88	1069.12	U	S	
			1372	695	1/11/1962	353.52	1018.48	U	S	R
D-07-05 18CCC	324826111523401	613931	1372	990	11/15/1984	470.80	901.2	A	V	
			1372	990	11/3/1988	466.00	906	A	V	
			1372	990	12/19/2007	0.00	0	A	V	O

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D-07-05 18CCC	324826111523401	613931	1372	990	12/13/2013	465.00	907	A	V	
D-07-05 18DCC	324829111520501	613930	1377	1397	2/26/1958	275.00	1102		R	
			1377	1397	11/29/2007	448.30	928.7	A	V	
			1377	1397	12/4/2013	443.10	933.9	A	V	
D-07-05 18DDD	324824111513701	613928	1381	1000	2/6/1951	168.64	1212.36	U		
			1381	1000	2/16/1954	207.83	1173.17	U		
			1381	1000	1/18/1955	224.35	1156.65	U		
			1381	1000	1/16/1956	236.90	1144.1	U		
			1381	1000	1/17/1957	251.32	1129.68	U		
			1381	1000	1/11/1962	310.64	1070.36	U		
			1381	1000	11/15/1984	441.10	939.9	A	V	
			1381	1000	11/3/1988	438.60	942.4	A	V	
			1381	1000	11/4/1993	431.30	949.7	A	V	
			1381	1000	11/5/1998	425.60	955.4	A	V	
			1381	1000	12/2/2003	389.70	991.3	A	V	
			1381	1000	11/29/2007	428.40	952.6	A	V	
			1381	1000	12/4/2013	425.80	955.2	A	V	
D-07-05 19BCB	324802111523201	613935	1373	790	11/15/1984	464.00	909	A	V	
			1373	790	11/3/1988	460.90	912.1	A	V	
			1373	790	11/4/1993	458.70	914.3	A	V	
D-07-05 19CAD	324750111520701	613933	1379	950	11/15/1984	447.60	931.4	A	V	
			1379	950	11/3/1988	444.80	934.2	A	V	
			1379	950	11/4/1993	444.00	935	A	V	
			1379	950	11/29/2007	462.60	916.4	A	V	
			1379	950	12/4/2013	453.00	926	A	V	
D-07-05 19CDA	324734111521101		1383	875	2/6/1951	169.70	1213.3	U	S	
			1383	875	2/16/1953	191.43	1191.57	U	S	
			1383	875	11/15/1984	443.10	939.9	A	V	
			1383	875	11/3/1988	442.60	940.4	A	V	
			1383	875	11/4/1993	443.30	939.7	A	V	
			1383	875	11/5/1998	440.30	942.7	A	V	
			1383	875	12/2/2003	444.20	938.8	A	V	
			1383	875	11/29/2007	457.30	925.7	A	V	
1383	875	12/4/2013	453.20	929.8	A	V				
D-07-05 21ACC	324758111500101		1399	858	11/8/1984	370.40	1028.6	A	V	
			1399	858	11/9/1988	364.90	1034.1	A	V	
D-07-05 21ADD	324757111493201		1402		11/8/1984	294.10	1107.9	A	V	
			1402		11/9/1988	299.10	1102.9	A	V	
			1402		11/4/1993	300.70	1101.3	A	V	
			1402		11/4/1998	289.10	1112.9	A	V	
			1402		12/1/2003	286.90	1115.1	A	V	
			1402		11/28/2007	280.70	1121.3	A	V	
1402		12/4/2013	279.70	1122.3	A	V				
D-07-05 21BCC1	324758111502601		1395		11/8/1984	411.60	983.4	A	V	
			1395		11/9/1988	406.10	988.9	A	V	
			1395		11/4/1993	400.40	994.6	A	V	
			1395		11/4/1998	392.10	1002.9	A	V	
			1395		12/2/2003	392.80	1002.2	A	V	

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D-07-05 21BCC1	324758111502601		1395		11/28/2007	396.40	998.6	A	V	
			1395		12/4/2013	0.00	0	A	Z	Z
D-07-05 21BCC2	324758111502701		1395		11/28/2007	393.50	1001.5	A	V	
			1395		12/4/2013	392.90	1002.1	A	V	
D-07-05 21BCD1	324758111502201		1396		11/8/1984	407.40	988.6	A	V	
			1396		11/9/1988	402.20	993.8	A	V	
			1396		11/4/1993	395.80	1000.2	A	V	
			1396		11/4/1998	388.20	1007.8	A	V	
			1396		12/2/2003	387.60	1008.4	A	V	
			1396		11/28/2007	390.70	1005.3	A	V	
			1396		12/4/2013	395.10	1000.9	A	V	
D-07-05 21BCD2	324758111502101		1396		11/28/2007	0.00	0	A	V	
			1396		12/4/2013	0.00	0	A	Z	O
D-07-05 21BDC1	324757111501101		1397		5/2/1984	0.00	0	A		W
D-07-05 21BDC2	324758111501101		1397		12/2/2003	382.00	1015	A	V	
			1397		11/28/2007	385.60	1011.4	A	V	
			1397		12/4/2013	384.20	1012.8	A	V	
D-07-05 21DAA	324754111493501		1402	325	2/14/1951	141.30	1260.7	U	S	
			1402	325	2/6/1953	171.51	1230.49	U	S	
			1402	325	2/15/1954	164.36	1237.64	U	S	
			1402	325	1/19/1955	165.38	1236.62	U	S	
			1402	325	1/10/1977	241.40	1160.6	U	T	
D-07-05 21DAD	324747111493601		1403	325	2/6/1952	158.85	1244.15	U	S	
			1403	325	2/16/1953	161.63	1241.37	U	S	
			1403	325	2/15/1954	164.32	1238.68	U	S	
D-07-05 21DCC1	324733111500101		1402	365	2/6/1952	167.20	1234.8	U	S	
			1402	365	2/16/1954	185.87	1216.13	U	S	
			1402	365	11/9/1988	315.10	1086.9	A	V	
			1402	365	11/5/1993	0.00	0	A		O
D-07-05 21DCC2	324733111495501	601328	1402	2361	11/8/1984	313.00	1089	A	V	
			1402	2361	11/5/1993	303.60	1098.4	A	V	
			1402	2361	11/4/1998	394.50	1007.5	A	V	
			1402	2361	12/2/2003	283.60	1118.4	A	V	
			1402	2361	11/29/2007	282.10	1119.9	A	V	
			1402	2361	12/5/2013	0.00	0	A	Z	Z
D-07-05 21DCD	324733111495001		1403	610	1/10/1977	226.30	1176.7	U	V	
			1403	610	12/2/2003	53.20	1349.8	A	V	
			1403	610	12/5/2013	0.00	0	A	Z	Z
D-07-05 21DDC1	324733111494301		1404		1/10/1977	197.00	1207	U	V	
D-07-05 21DDC2	324732111494401	085946	1403	1087	11/8/1984	304.10	1098.9	A	V	
			1403	1087	11/9/1988	302.40	1100.6	A	V	
			1403	1087	11/4/1998	390.10	1012.9	A	V	
			1403	1087	12/2/2003	285.50	1117.5	A	V	
			1403	1087	11/29/2007	283.50	1119.5	A	V	
			1403	1087	12/5/2013	0.00	0	A	Z	Z

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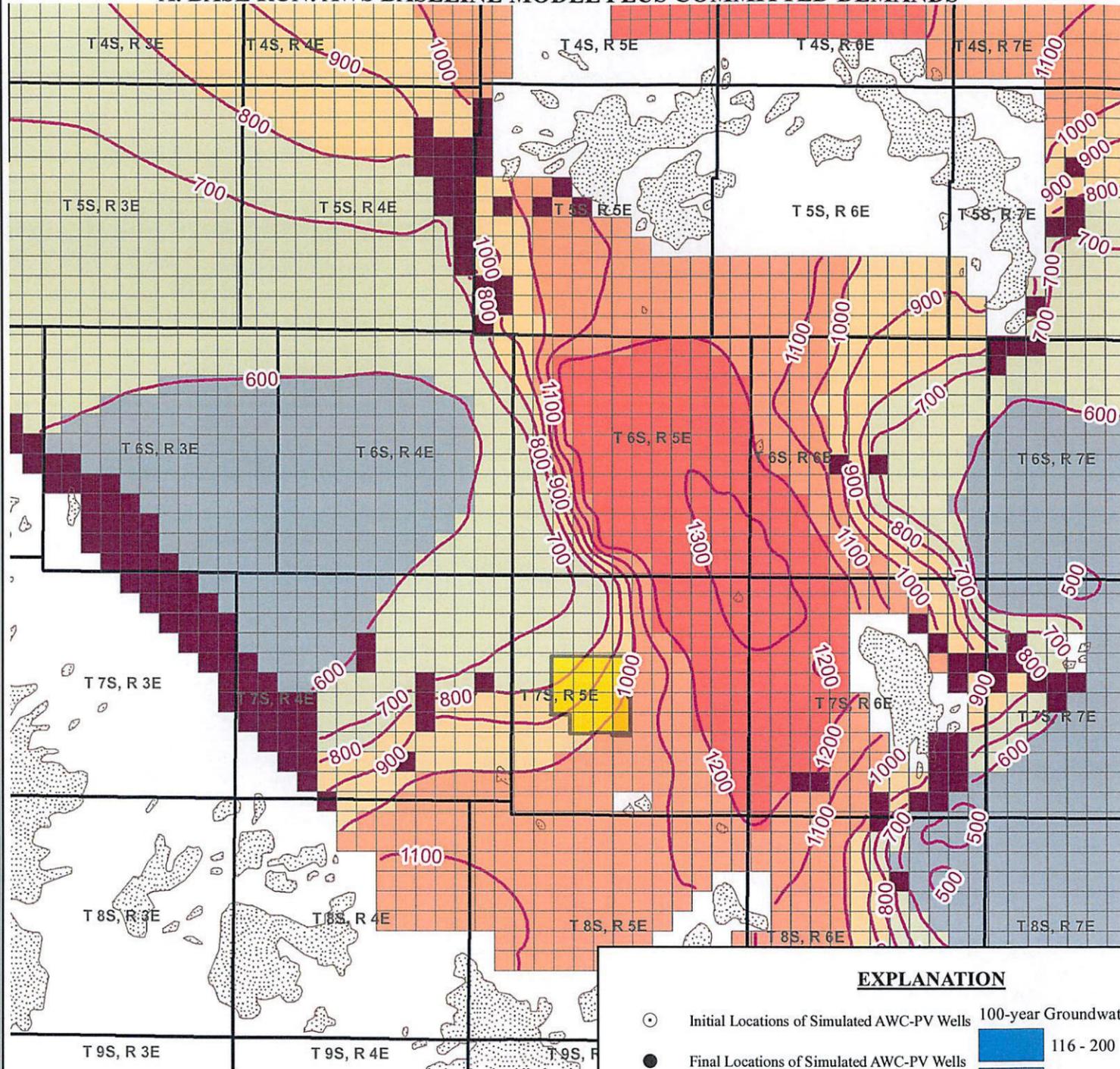
<i>Local ID</i>	<i>Site ID</i>	<i>ADWR Well Registry No.</i>	<i>Well Altitude</i>	<i>Well Depth</i>	<i>Date Measured</i>	<i>Depth to Water</i>	<i>WL Altitude Above Mean Sea Level</i>	<i>Source</i>	<i>Method</i>	<i>Remark</i>
D-07-05 21DDD2	324733111493601		1404		11/8/1984	198.10	1205.9	A	V	
			1404		11/9/1988	199.40	1204.6	A	V	
			1404		11/4/1998	196.00	1208	A	V	
			1404		12/2/2003	195.40	1208.6	A	V	
			1404		11/29/2007	194.20	1209.8	A	V	
			1404		12/5/2013	0.00	0	A	Z	Z
D-07-05 21DDD3	324737111493201		1404		11/8/1984	293.70	1110.3	A	V	
			1404		11/4/1993	276.20	1127.8	A	V	
			1404		11/5/1993	297.00	1107	A	V	
			1404		11/4/1998	272.30	1131.7	A	V	
			1404		12/1/2003	264.00	1140	A	V	
			1404		11/29/2007	256.40	1147.6	A	V	
			1404		12/4/2013	271.50	1132.5	A	V	
D-07-05 21DDD4	324732111493401		1406		11/8/1984	202.10	1203.9	A	V	
			1406		11/9/1988	239.50	1166.5	A	V	
			1406		11/5/1993	242.30	1163.7	A	V	
			1406		11/4/1998	253.00	1153	A	V	
			1406		12/2/2003	258.70	1147.3	A	V	
			1406		11/29/2007	253.40	1152.6	A	V	
D-07-05 23CCD	324735111481701		1419	250	8/4/1944	80.39	1338.61	U	S	
			1419	250	2/7/1951	106.91	1312.09	U	S	
			1419	250	2/6/1952	109.44	1309.56	U	S	
			1419	250	2/16/1953	114.04	1304.96	U	S	
			1419	250	2/16/1954	117.96	1301.04	U	S	
			1419	250	1/18/1956	115.40	1303.6	U	S	
			1419	250	2/23/1966	148.45	1270.55	U	S	
			1419	250	1/20/1967	144.50	1274.5	U	S	
			1419	250	1/25/1968	152.40	1266.6	U	S	
			1419	250	1/20/1969	168.30	1250.7	U	S	
			1419	250	1/5/1970	148.50	1270.5	U	S	
			1419	250	1/6/1971	155.83	1263.17	U	S	
			1419	250	1/17/1973	162.90	1256.1	U	S	
			1419	250	1/7/1974	167.40	1251.6	U	S	
			1419	250	2/20/1975	169.00	1250	U	T	
			1419	250	12/17/1975	162.70	1256.3	U	S	
			1419	250	1/10/1977	162.10	1256.9	U	T	
			1419	250	1/25/1978	148.60	1270.4	U	V	
			1419	250	1/4/1980	154.20	1264.8	U	S	
			1419	250	1/29/1981	161.00	1258	U	S	
			1419	250	1/15/1982	157.50	1261.5	U	V	
	1419	250	1/5/1983	149.10	1269.9	U	V			
	1419	250	11/8/1984	0.00	0	A	Z	D		
D-07-05 23CDD	324735111482601		1417	200	8/4/1944	75.51	1341.49	U	S	
			1417	200	9/25/1944	75.71	1341.29	U	S	
			1417	200	10/25/1944	75.58	1341.42	U	S	
			1417	200	12/27/1944	75.55	1341.45	U	S	
			1417	200	1/25/1945	75.56	1341.44	U	S	
			1417	200	2/19/1945	75.59	1341.41	U	S	
			1417	200	2/23/1966	141.34	1275.66	U	S	
			1417	200	1/10/1977	165.40	1251.6	U	T	

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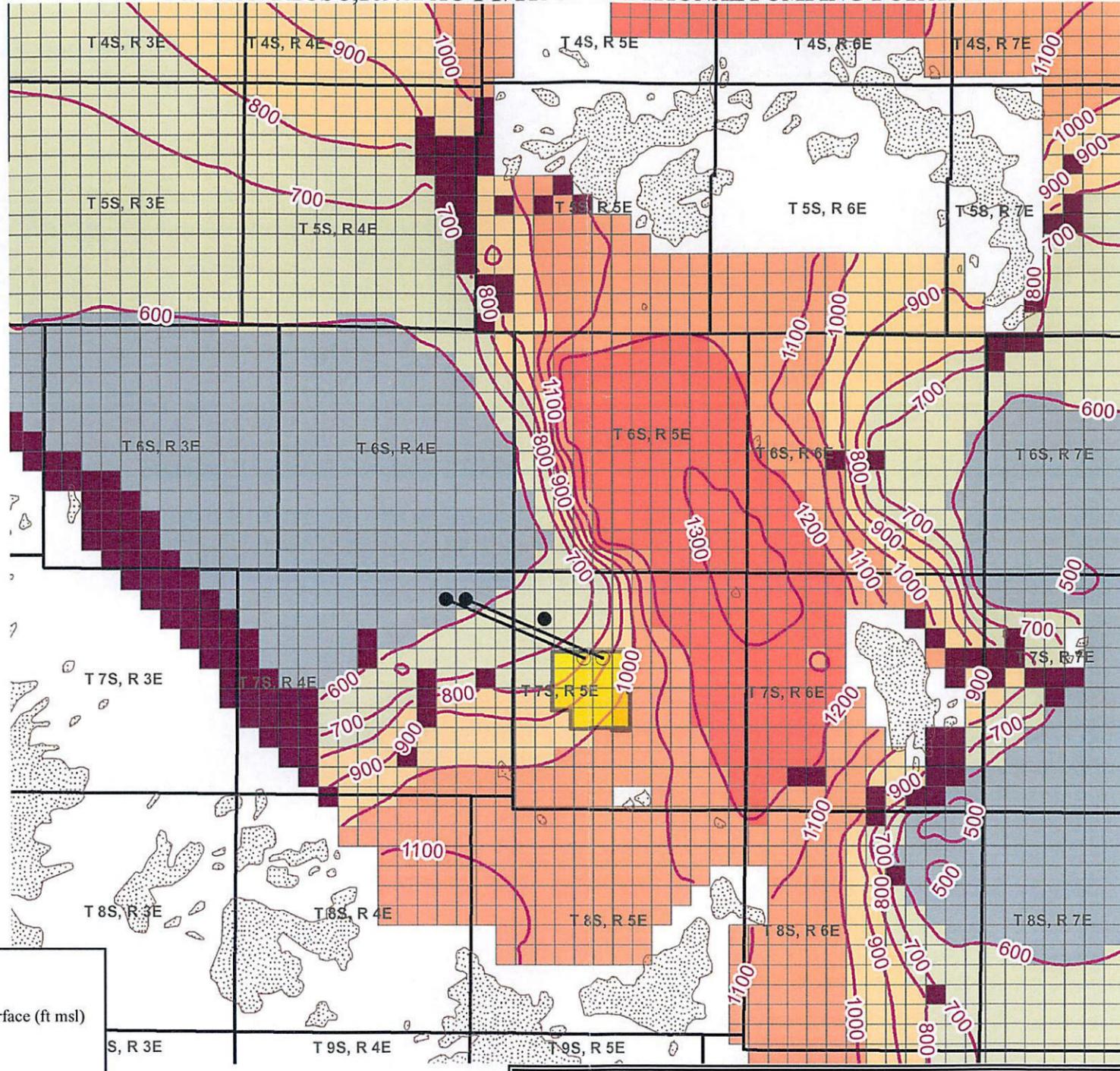
<i>Local ID</i>	<i>Site ID</i>	<i>ADWR Well Registry No.</i>	<i>Well Altitude</i>	<i>Well Depth</i>	<i>Date Measured</i>	<i>Depth to Water</i>	<i>WL Altitude Above Mean Sea Level</i>	<i>Source</i>	<i>Method</i>	<i>Remark</i>
D-07-05 29DDA	324649111503801		1397	575	7/1/1953	172.00	1225		R	
			1397	575	2/1/1954	180.63	1216.37	U	S	
D-07-05 30DBC	324655111520201		1388	350	2/10/1954	197.69	1190.31		R	

**A. BASE RUN: AWS BASELINE MODEL PLUS COMMITTED DEMANDS**



Note: Base Model Run: B\_AddArcusCopperMtn

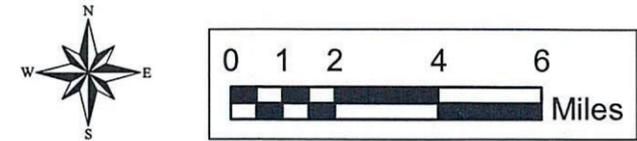
**B. BASE RUN PLUS 3,169.82 AC-FT/YR OF ADDITIONAL PUMPING FOR ATTESA**



Note: Base Model Run: C\_AddAttesa

**EXPLANATION**

○	Initial Locations of Simulated AWC-PV Wells	100-year Groundwater Surface (ft msl)
●	Final Locations of Simulated AWC-PV Wells	116 - 200
■	Attesa Property	201 - 400
—	100-year Groundwater Surface Contour (100-ft interval)	401 - 600
□	Model Grid Cell	601 - 800
⊞	Hardrock Outcrop	801 - 1,000
		1,001 - 1,200
		1,201 - 1,400
		1,401 - 1,656
		Dry Cells



Model Base: Yunker (2016)  
Data Source: ADWR GIS Data (May, 01)

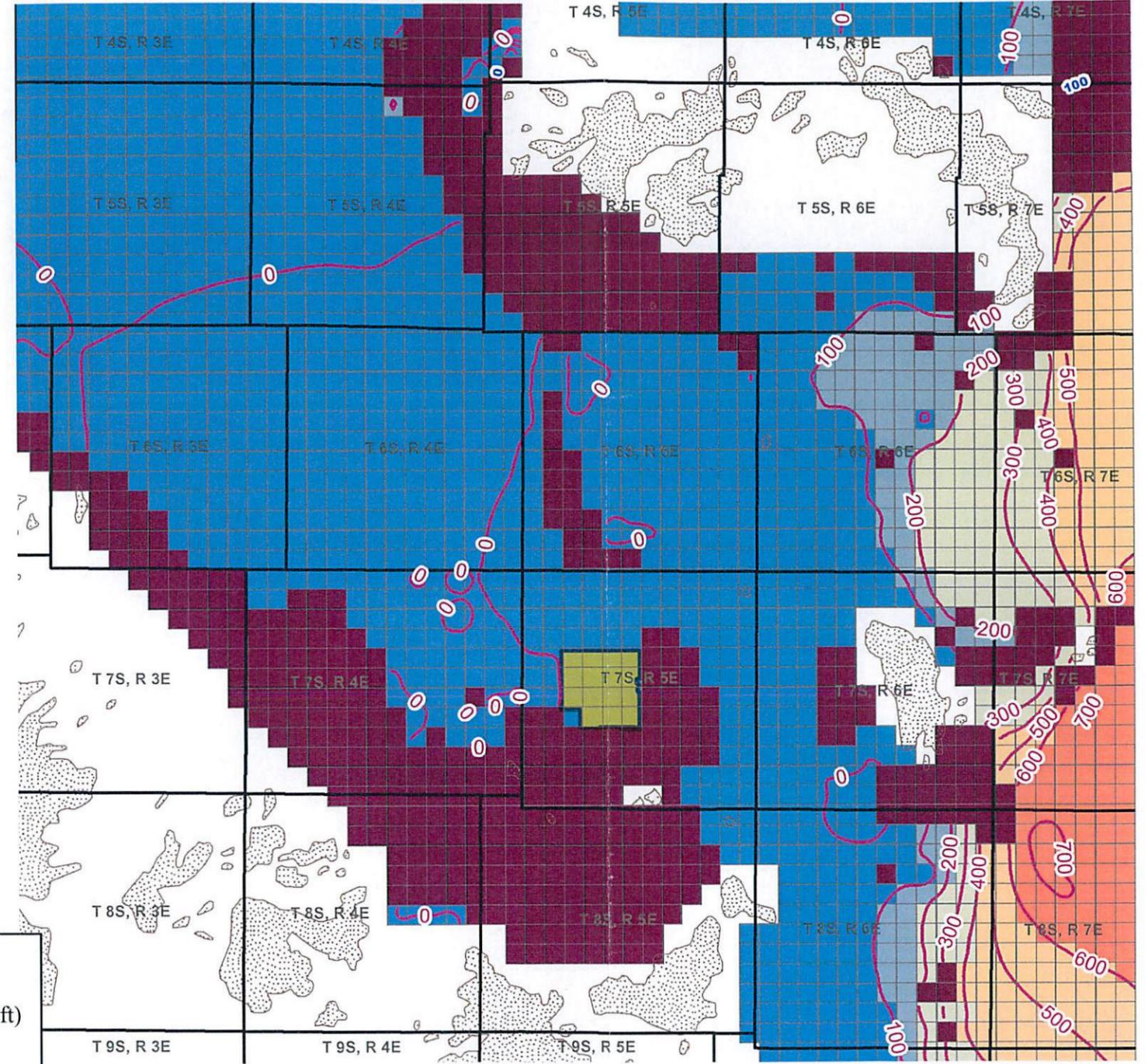
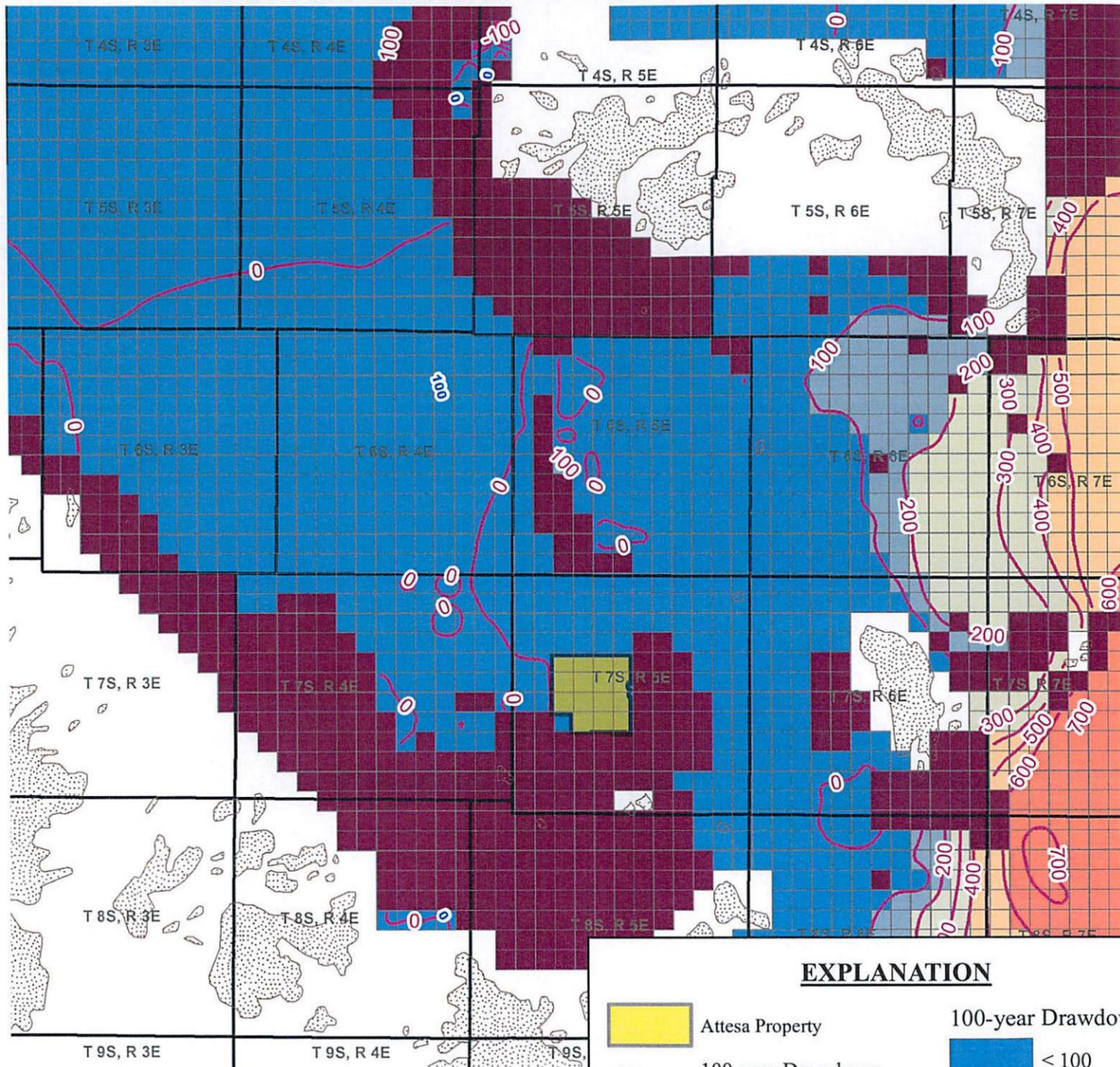
**100-YEAR GROUND-WATER SURFACE  
LAYER 3**  
Attesa, Pinal County, Arizona

September 15, 2016      Project B.2205

**Figure  
10**

**A. BASE RUN: AWS BASELINE MODEL PLUS COMMITTED DEMANDS**

**B. BASE RUN PLUS 3,169.82 AC-FT/YR OF ADDITIONAL PUMPING FOR ATTESA**

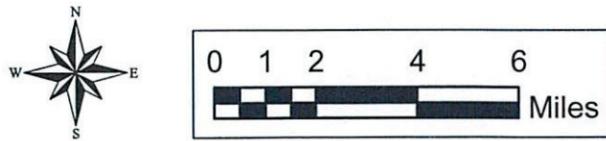


**EXPLANATION**

	Attesa Property		100-year Drawdown (ft)
	100-year Drawdown Contour (100-foot interval)		< 100
	Model Grid Cell		101 - 200
	Hardrock Outcrop		201 - 400
			401 - 600
			601 - 800
			801 - 1,136
			Dry Cells

Note: Base Model Run: B\_AddArcusCopperMtn

Note: Base Model Run: C\_AddAttesa



Model Base: Yunker (2016)  
Data Source: ADWR GIS Data (May, 01)

**100-YEAR DRAWDOWN  
LAYER 2**

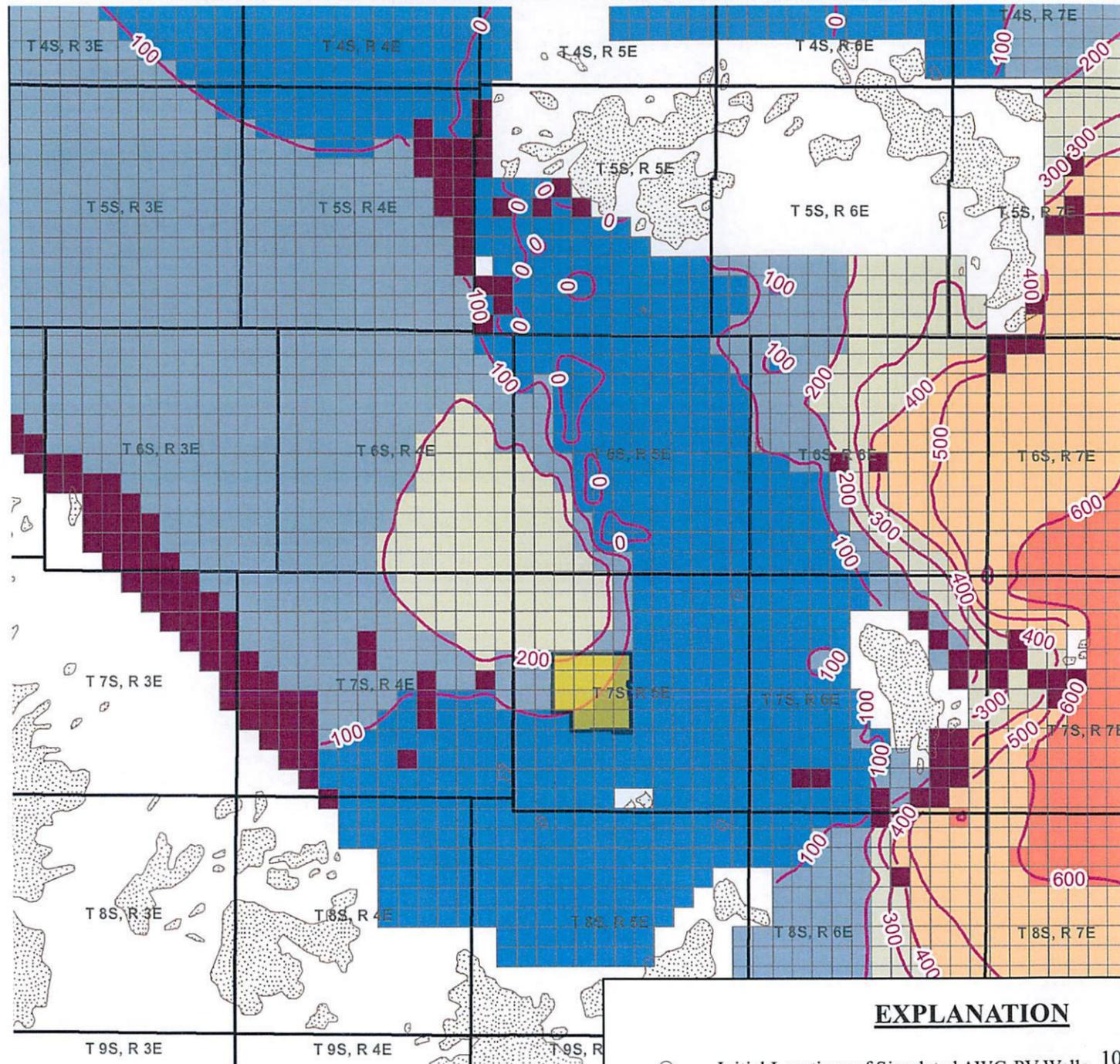
Attesa, Pinal County, Arizona



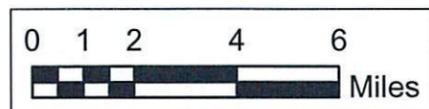
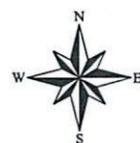
September 15, 2016      Project B.2205

**Figure  
11**

**A. BASE RUN: AWS BASELINE MODEL PLUS COMMITTED DEMANDS**

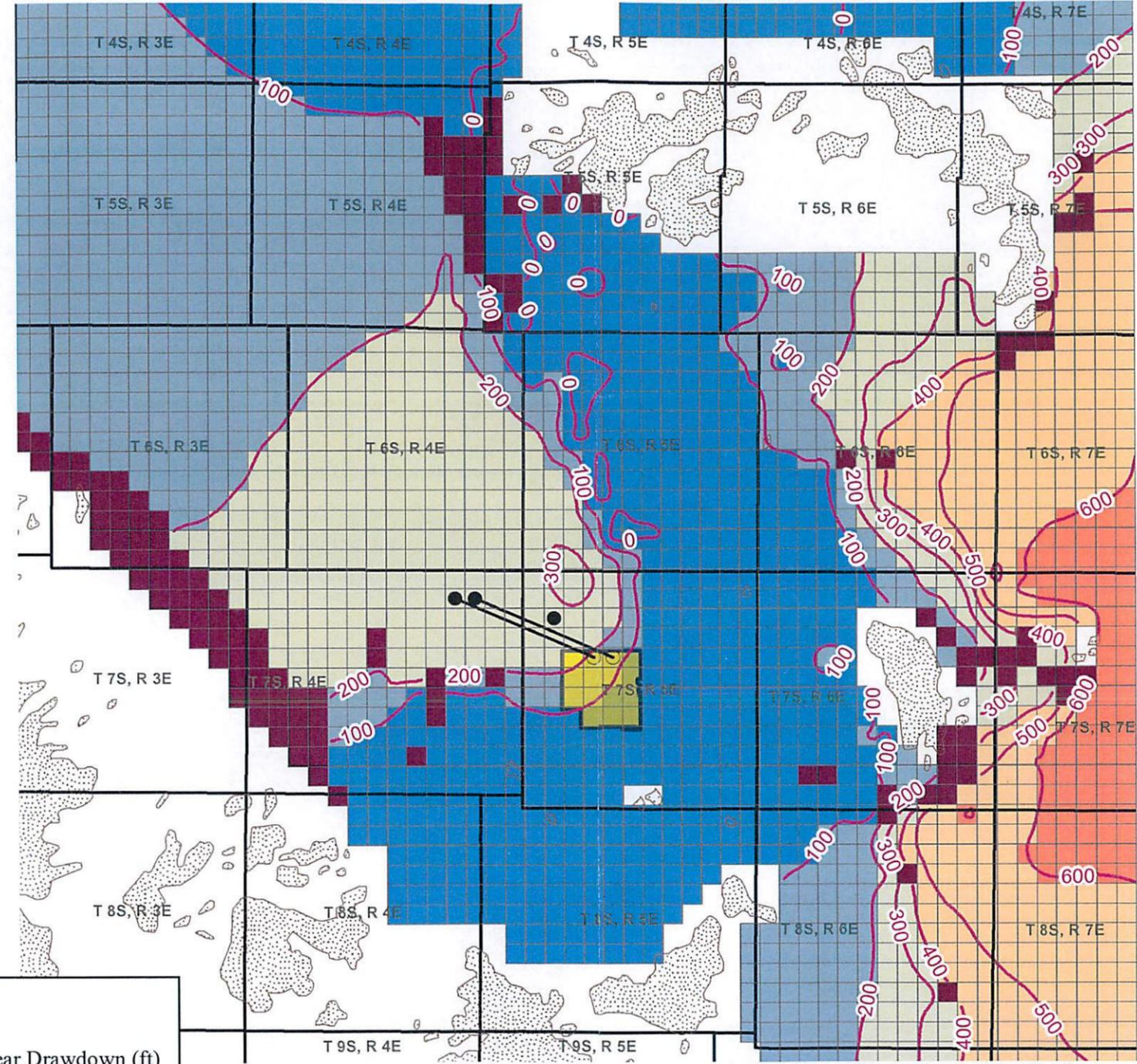


Note: Base Model Run: B\_AddArcusCopperMtn



Model Base: Yunker (2016)  
Data Source: ADWR GIS Data (May, 01)

**B. BASE RUN PLUS 3,169.82 AC-FT/YR OF ADDITIONAL PUMPING FOR ATTESA**



Note: Base Model Run: C\_Add Attesa

**EXPLANATION**

- Initial Locations of Simulated AWC-PV Wells
  - Final Locations of Simulated AWC-PV Wells
  - Attesa Property
  - 100-year Drawdown Contour (100-ft Interval)
  - Model Grid Cell
  - Hardrock Outcrop
- | 100-year Drawdown (ft) |             |
|------------------------|-------------|
|                        | < 100       |
|                        | 101 - 200   |
|                        | 201 - 400   |
|                        | 401 - 600   |
|                        | 601 - 800   |
|                        | 801 - 1,136 |

**100-YEAR DRAWDOWN  
LAYER 3**

Attesa, Pinal County, Arizona



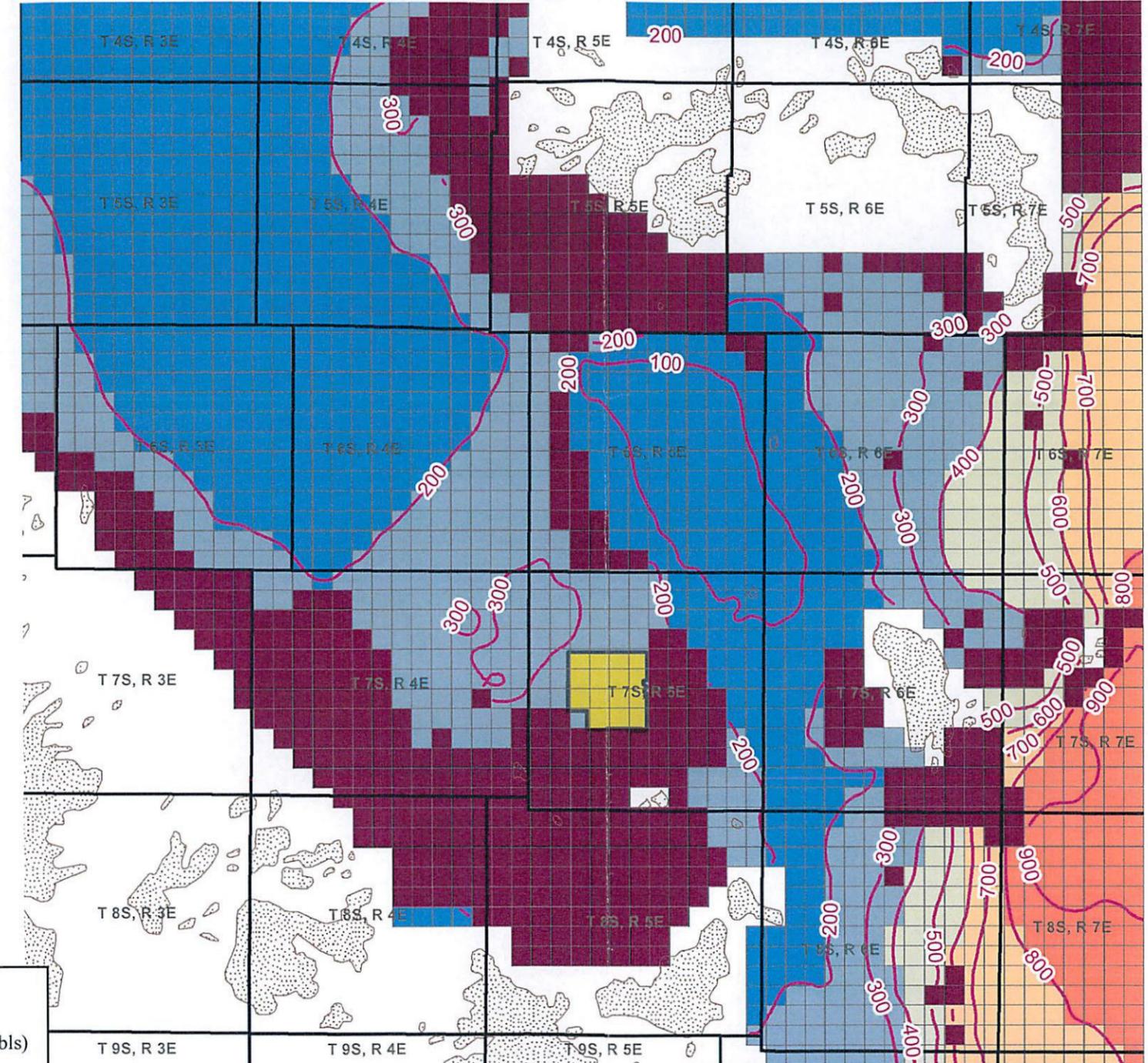
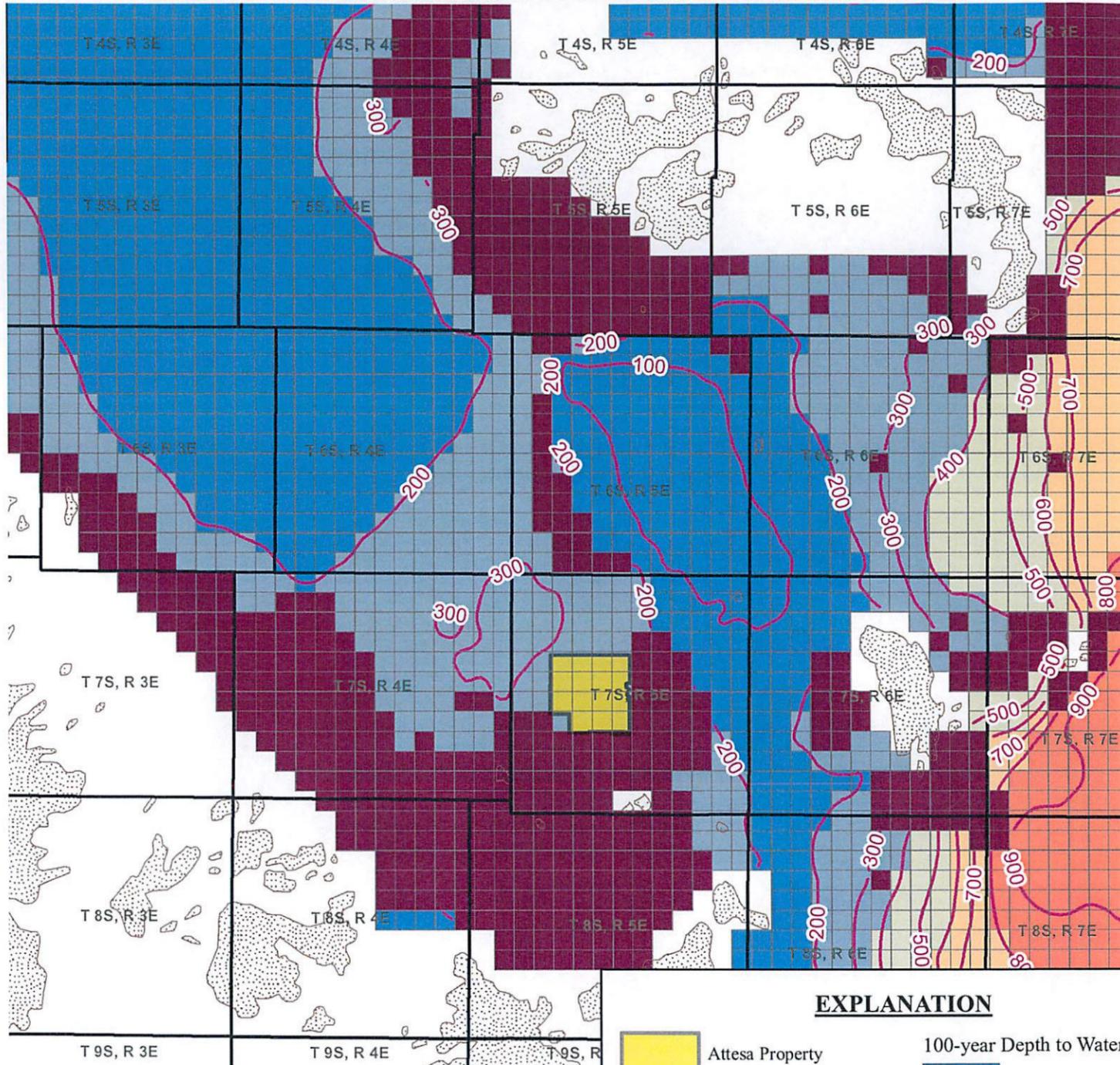
September 15, 2016

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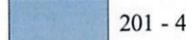
Figure  
12

**A. BASE RUN: AWS BASELINE MODEL PLUS COMMITTED DEMANDS**

**B. BASE RUN PLUS 3,169.82 AC-FT/YR OF ADDITIONAL PUMPING FOR ATTESA**

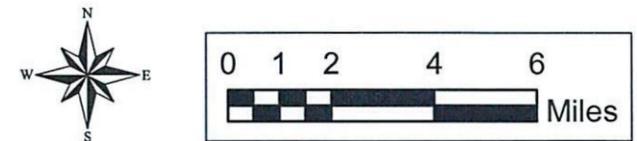


**EXPLANATION**

	Attesa Property		100-year Depth to Water (ft bls)
	100-year Depth to Water Contour (100-ft Interval)		3 - 200
	Model Grid Cell		201 - 400
	Hardrock Outcrop		401 - 600
			601 - 800
			801 - 1,100
			1,101 - 1,370
			Dry Cells

Note: Base Model Run: B\_AddArcusCopperMtn

Note: Base Model Run: C\_AddAttesa



Model Base: Yunker (2016)  
Data Source: ADWR GIS Data (May, 01)

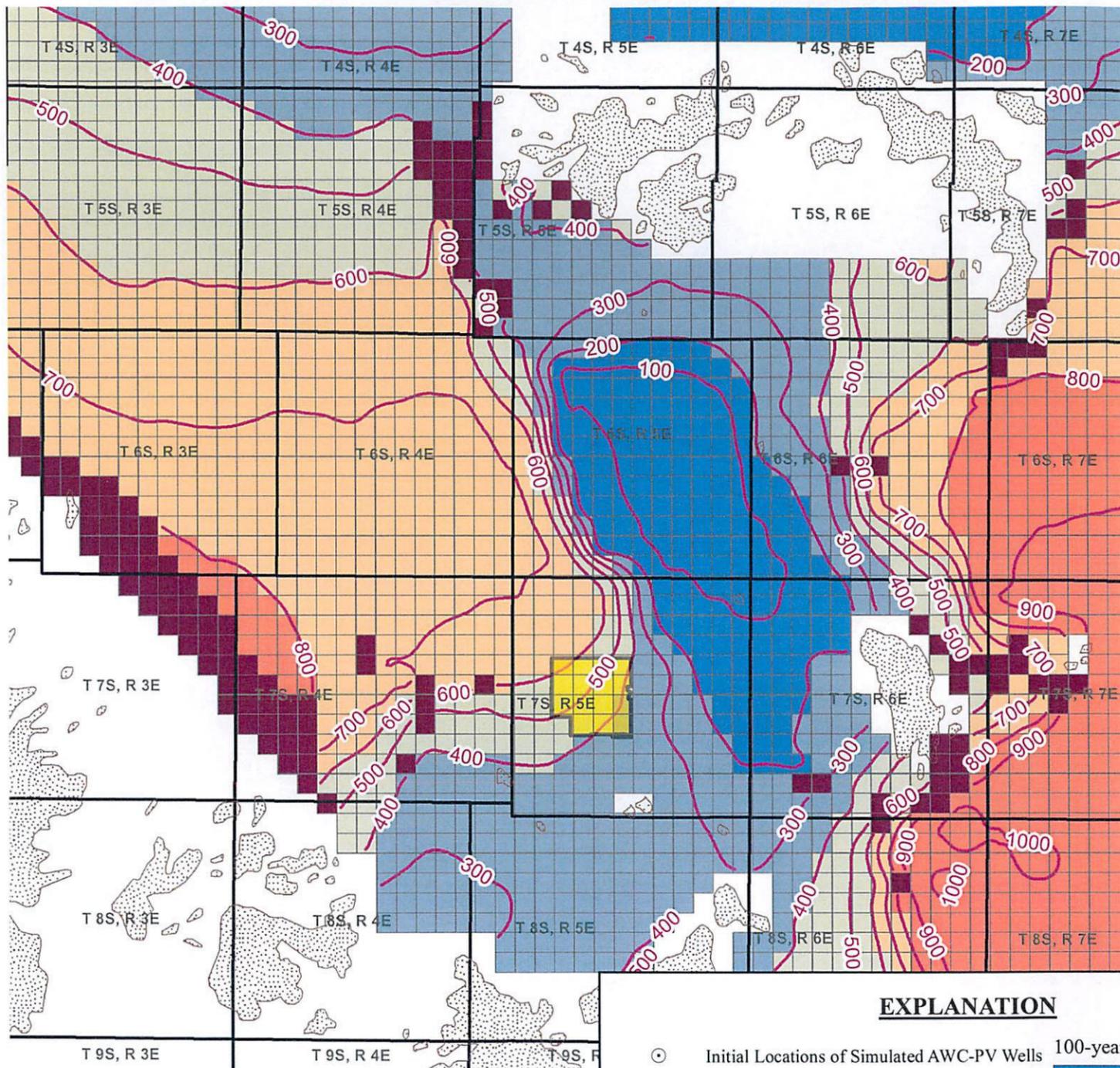
**100-YEAR DEPTH TO  
STATIC WATER LEVEL  
LAYER 2**  
Attesa, Pinal County, Arizona



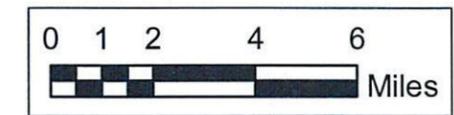
Figure  
13

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**A. BASE RUN: AWS BASELINE MODEL PLUS COMMITTED DEMANDS**

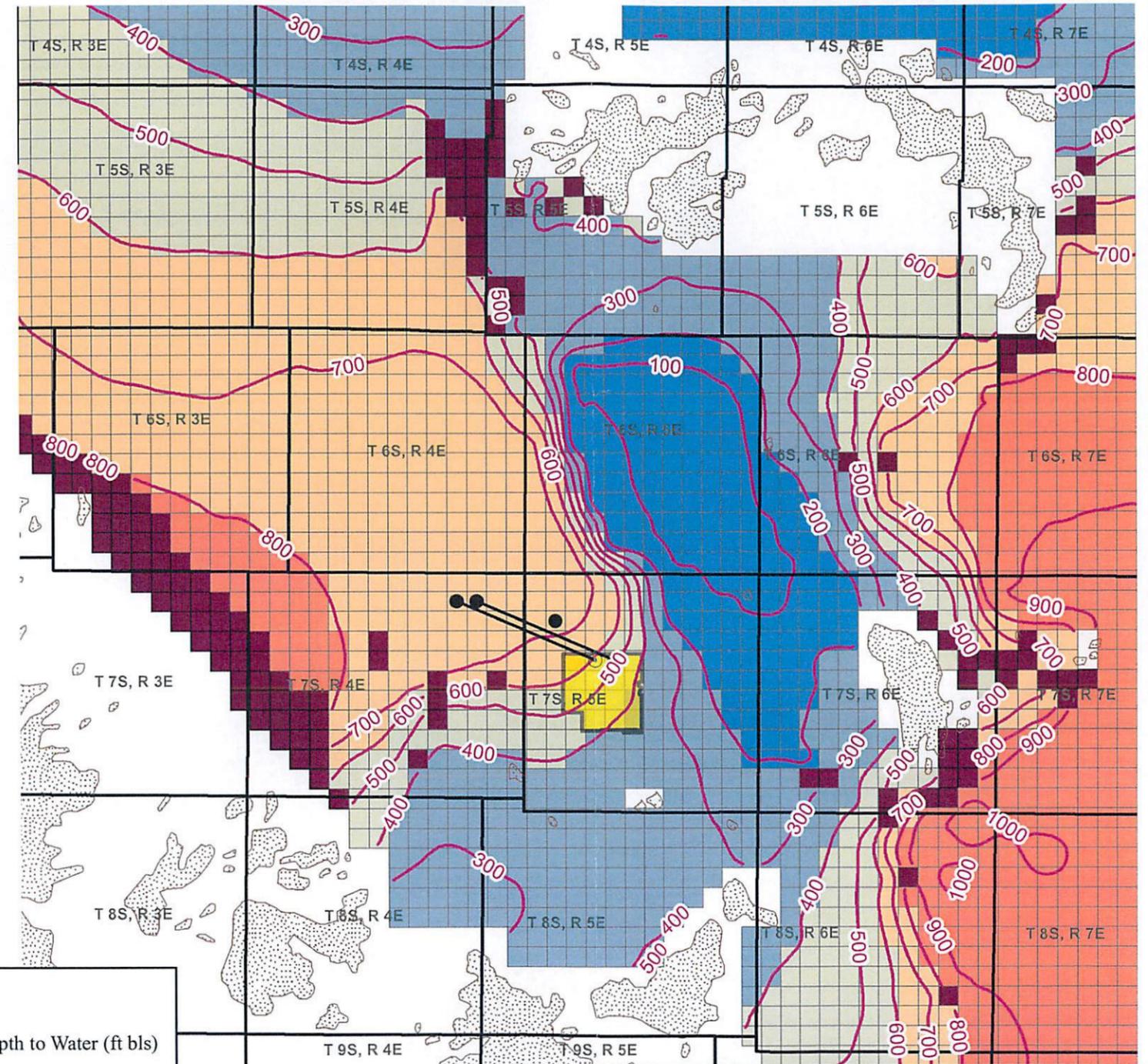


Note: Base Model Run: B\_AddArcusCopperMtn



Model Base: Yunker (2016)  
Data Source: ADWR GIS Data (May, 01)

**B. BASE RUN PLUS 3,169.82 AC-FT/YR OF ADDITIONAL PUMPING FOR ATTESA**



Note: Base Model Run: C\_AddAttesa

**EXPLANATION**

- Initial Locations of Simulated AWC-PV Wells
  - Final Locations of Simulated AWC-PV Wells
  - Attesa Property
  - 100-year Depth to Water Contour (100-ft Interval)
  - Model Grid Cell
  - ⊙ Hardrock Outcrop
- | 100-year Depth to Water (ft bls) |
|----------------------------------|
| 3 - 200                          |
| 201 - 400                        |
| 401 - 600                        |
| 601 - 800                        |
| 801 - 1,100                      |
| 1,101 - 1,370                    |
| Dry Cells                        |

**100-YEAR DEPTH TO STATIC WATER LEVEL LAYER 3**  
Attesa, Pinal County, Arizona

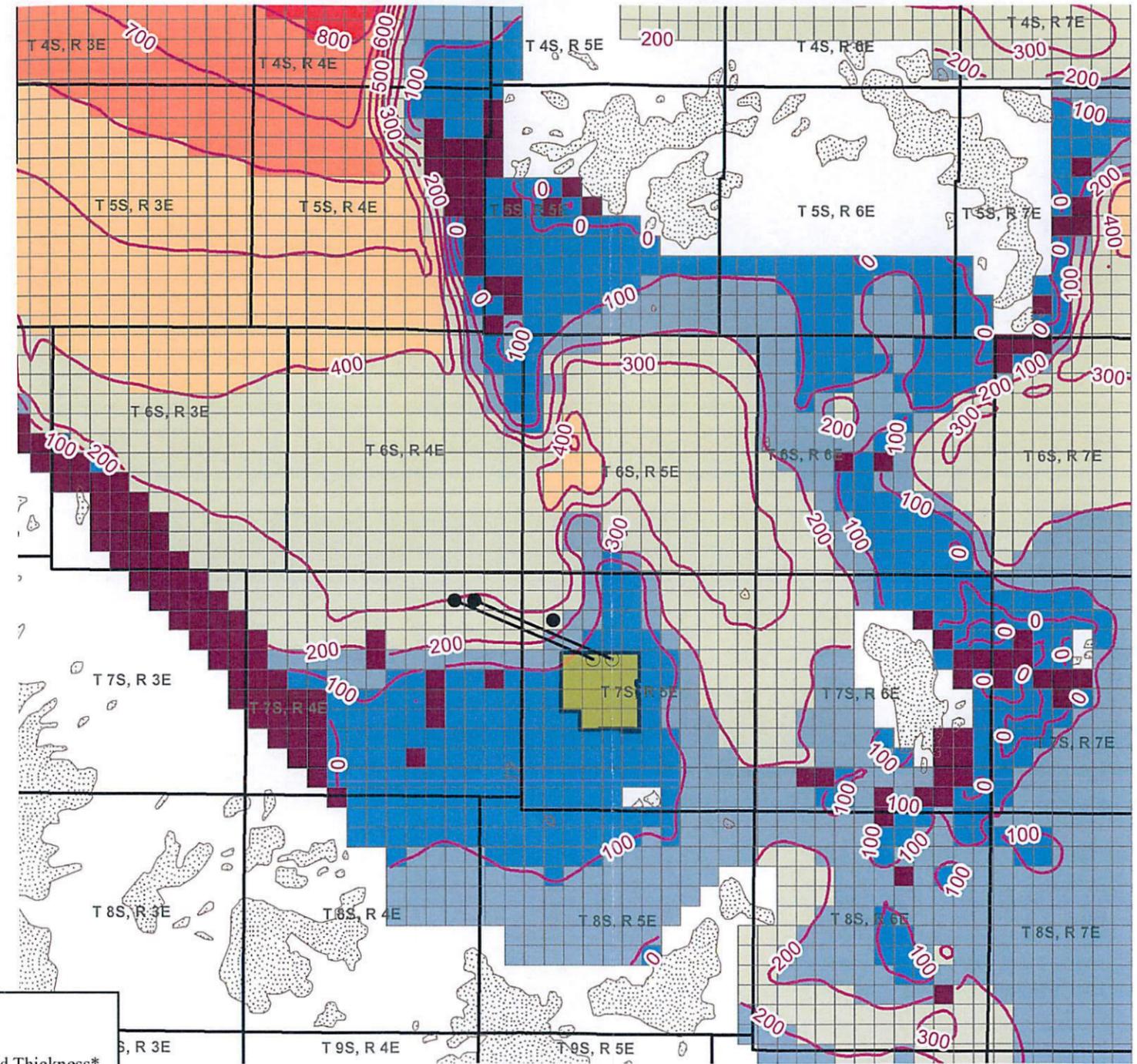
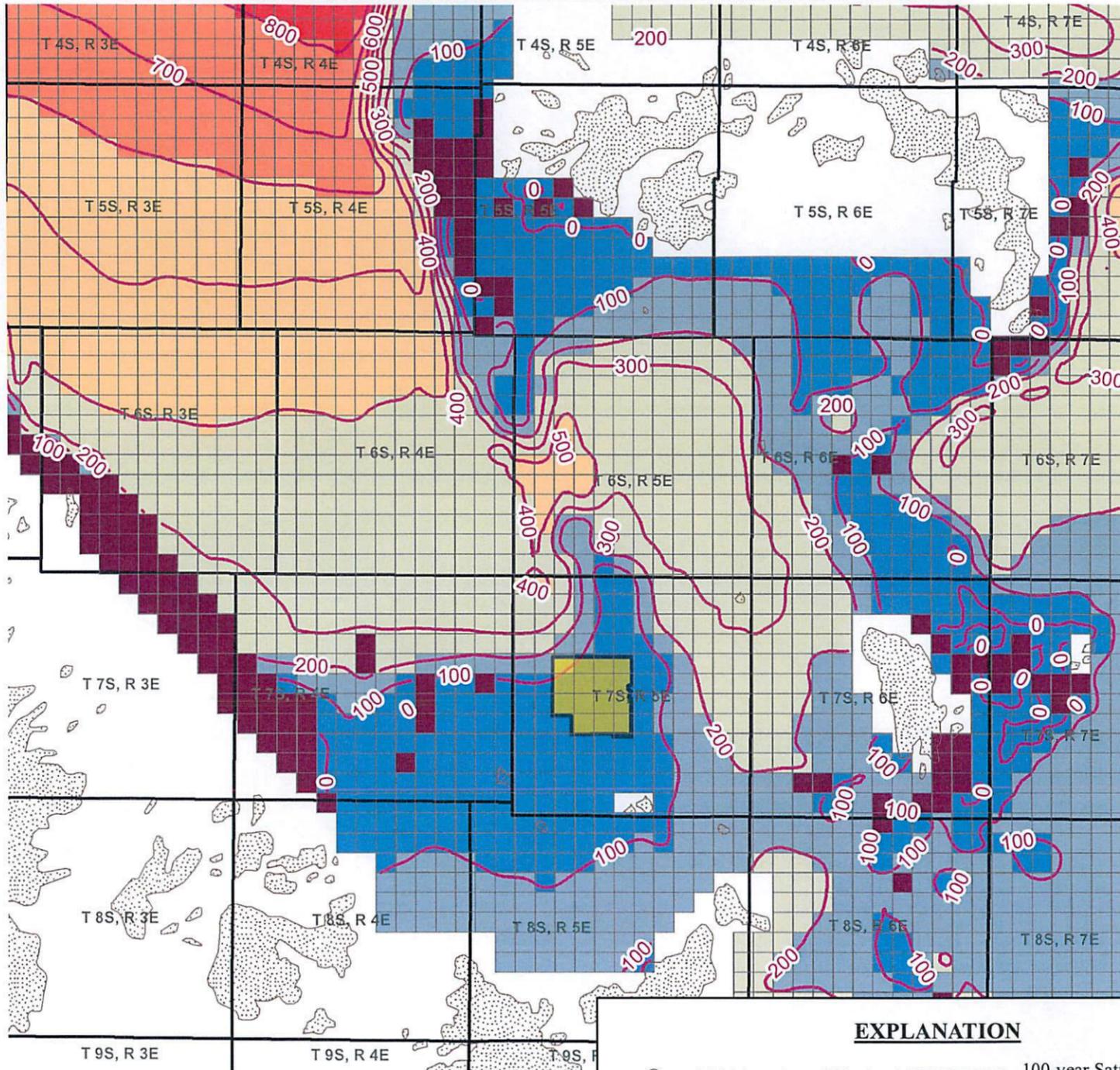


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Figure 14

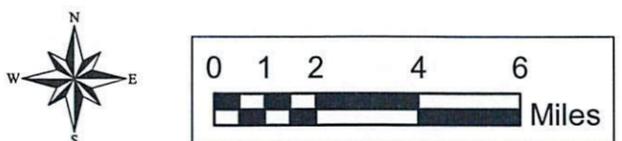
**A. BASE RUN: AWS BASELINE MODEL PLUS COMMITTED DEMANDS**

**B. BASE RUN PLUS 3,169.82 AC-FT/YR OF ADDITIONAL PUMPING FOR ATTESA**



Note: Base Model Run: B\_AddArcusCopperMtn

Note: Model Run: C\_AddAttesa



**EXPLANATION**

- Initial Locations of Simulated AWC-PV Wells
- Final Locations of Simulated AWC-PV Wells
- Attesa Property
- 100-year Saturated Thickness\* above 1,100 feet b/s Contour (100-foot interval)
- Model Grid Cell
- ⊞ Hardrock Outcrop

100-year Saturated Thickness*
< 100
101 - 200
201 - 400
401 - 600
601 - 800
801 - 1,092
Dry Cells

\*Calculated based on layer 3 simulated head minus the layer 3 bottom elevation.

Model Base: Yunker (2016)  
Data Source: ADWR GIS Data (May, 01)

**SATURATED AQUIFER THICKNESS ABOVE 1,100 FEET AFTER 100-YEARS**

Attesa, Pinal County, Arizona

September 15, 2016      Project B.2205

**Figure 15**