

**PROJECT NARRATIVE
CONDITIONAL USE APPLICATION
P-24-16-PDR // # 2772668
CITYSWITCH & VERIZON
PHO_SNAKEHOLE
AZC008**

Submitted to Apache Junction Development Services
Apache Junction, Arizona

Applicant:	Cityswitch 3715 Northside Pkwy Atlanta, GA 30327
Co-Applicant:	Verizon Wireless
Representative:	Terra Consulting 2035 E Gondola Lane Gilbert, AZ 85234 Christine Tucker 480-586-5180 ctucker@siinodesign.com
Property-Owner:	VS Capital Group, Ajaykumar Parmar Rinalben Parmar
Project Address:	251 E 29 th Ave. Apache Junction, AZ 85119
Description & Tax Lot:	GPS Coordinates: 33.3884, -111.5434 Parcel No. 10221042A
Zoning Classification:	General Commercial B-1

Terra Consulting submits this application on behalf of Cityswitch and Verizon Wireless, collectively referred to as the "Applicants," and the underlying property owner.

Cityswitch is a developer of communication infrastructure for wireless carriers such as Verizon. Infrastructure providers, such as Cityswitch, specialize in developing, constructing, leasing, and maintaining the physical components for wireless networks, including cellular towers. Infrastructure providers lay the physical groundwork that supports wireless communication networks. Wireless carriers, such as Verizon, lease space on this infrastructure to house their equipment and offer wireless services to end-users. Through strategic partnerships with

wireless carriers, Cityswitch allows the opportunity for multiple carriers to collocate onto a single infrastructure and reduces the physical footprint of wireless facilities in the community.

1. PROJECT OVERVIEW

Cityswitch is proposing to build a new wireless communications facility (“WCF” or “Facility”) at the above noted project address for the collocation of Verizon’s equipment. This Facility is intended to fill a significant gap in Verizon wireless service in this area of Apache Junction.

1.1. Overview and History of Site Selection

Cityswitch and Verizon have been pursuing a site in this area for the last year. It is a reasonable area to cover as there are commercial or industrial zoned parcels within the search ring. There were several locations contacted, three of which considered leasing to Cityswitch.

1.2. Staff Coordination

We worked with Staff closely on all aspects of this current site design and application.

This application proposes a multi-carrier, 65’ faux Elm Tree (65’ to top of branches) on a parcel zoned Commercial. This parcel was selected because it falls within the RF engineer’s search ring, is Zoned Commercial and abuts the Highway, so as not to block any views.

The Applicants intend for this application for the proposed WCF to include the following documents (collectively, “Applicants’ Application”):

- Attachment 1—Project Narrative (this document)
- Attachment 2—Supplemental Narrative Requested by Staff
- Attachment 3— Site Plan
- Attachment 4— Zoning Drawings including Elevation
- Attachment 5— Photo Simulation
- Attachment 6— Title Report establishing Ownership
- Attachment 7—Mailing Labels with Pinal County Parcel Map
- Attachment 8— Mailing Label Certification
- Attachment 9— Public Participation Plan with Letter
- Attachment 10—FCC Compliance Letter
- Attachment 11—RF Search Ring
- Attachment 12—Signed and Notarized Proposition 207 Waiver

As shown in the Applicants’ Application, this proposed project meets all applicable Apache Junction code criteria for siting new wireless communications facilities and complies with all other applicable state and federal laws and regulations. The proposal is also the least intrusive means of meeting Verizon’s coverage objectives for this site. Accordingly, the Applicants

respectfully requests that Apache Junction approve this project as proposed, subject only to its standard conditions of approval.

2. PROPOSED PROJECT DETAILS

2.1. Site Details. Location

Detailed information regarding the subject property and proposed lease area is included in Zoning Drawings.

2.1.1. Subject property. The subject property of this proposal is located at 251 E 29th Ave, in Apache Junction (the “Property”). The Property is owned by Ajaykumar and Rinalben Parmar and is zoned as B-1 General Commercial.

2.1.2. Lease area.

- The proposed 60 x 60 ft lease area for the WCF is located in the back of the property, on the southeast corner of the property (the “Lease Area”).
- The lease area will be enclosed within an 8’ tall CMU block wall and secured by a locked gate. The wall will be painted to match the color of the nearby building.

2.1.3. Access and parking. Access to the site will be from E 29th Ave via a 20’ wide access easement, 246’ in length, with compact gravel surface; crushed aggregate. A 12’ wide double swing access gate is proposed. There will be one designated tech parking spot just outside the compound wall. A 10’ wide utility (power and fiber) easement will run from the right-of-way to the site. The tree meets the required 1:1 setback from all property lines.

2.2. Wireless Facilities and Equipment

Specifications of the facilities outlined below, including a site plan, can be found in the Zoning Drawings.

2.2.1. Support structure design. Applicants are proposing to build a new 65ft tall mono-elm tree on the Property at the direction of staff. This will be a multi-carrier, unstaffed wireless facility.

2.2.2. Antennas and accessory equipment

- Up to 12 Verizon panel antennas, 18 RRUs, and 4 new surge protectors, with all associated equipment will be installed on the Facility.
- The proposed Verizon antenna centerline is 60’ and the proposed Verizon antenna tip height is 65’

- The antennas, RRHs, and accessory equipment on the structure will be painted to match. All paint will have an anti-glare finish.
- Sufficient space will be made available for future collocations.

2.2.3. Ground equipment.

- The leased area is 60' x 60', with an 8' CMU wall enclosure (to house associated ground equipment), with 12' wide double swing access gates with signage, painted to match the existing structures on the grounds. The structure and all ground equipment will be constructed within the Lease Area.

3. VERIZON NETWORK COVERAGE AND SERVICES

3.1. Overview—Verizon 4G & 5G Coverage

Verizon is upgrading and expanding its wireless communications network to support the latest 4G LTE and 5G technology. 4G and 5G stand for “4th Generation” and “5th Generation” and LTE stands for “Long Term Evolution.” These acronyms refer to the ongoing process of improving wireless technology standards, now in its 5th generation. With each generation comes improvement in speed and functionality – 4G LTE offers speed up to ten times faster than 3G, and 5G can deliver speeds up to 20 Gbps in ideal conditions. That’s nearly 200 times faster than the 4G network.

Most American consumers currently experience wireless connectivity on 4G networks – and are aware of the profound impact on daily life that has occurred from this connectivity. The emerging standard in voice and data telecommunications – 5G – is poised to transform America’s reliance on densely populated wireless infrastructure. 5G is the latest iteration of cellular technology. While 5G technology operates on the same radio signals as current 4G/4G LTE networks, it is engineered to transmit data more efficiently. That means superior speeds and support for more connected devices than ever before. The ultra-low latency of 5G means quick response times during data-demanding activities.

There are several components of 5G wireless technology and separate bands of wavelength spectrum used to build a 5G network – low-band (<1GHz), mid-band (1-6GHz), and high-band millimeter wave (“mmWave”) (24 GHz and higher)

- **Low-Band Extended Range 5G.** Low-band 5G frequencies are also known as the “coverage layer.” Low-band 5G refers to frequencies below 1 GHz used to roll out substantial 5G coverage as quickly as possible. One example is the 600 MHz spectrum deployed by Verizon nationwide. A low-band cell site can cover hundreds of square miles and deliver a downlink data rate from 30-75 Mbps download—ideal for uses like streaming HD video. Because low-band signals easily pass through buildings, they offer

solid coverage indoors and outdoors and are an effective way to connect parts of rural America where even fixed broadband speeds don't always meet national benchmarks.

- **Mid-Band 5G.** Mid-range frequencies (spanning 1 GHz and 6 GHz) strike a balance between coverage and capacity. Mid-band 5G base stations can transmit and receive high-capacity signals over fairly large areas, and they can represent an ideal mix of performance for the bulk of 5G traffic in metropolitan areas.
- **High-Band mmWave 5G.** High-band 5G uses millimeter-wave (mmWave) frequency bands. High-band is a very specialized part of the 5G offering. Functioning over a shorter radius, it's particularly useful in urban areas and busy venues like stadiums and shopping malls. High-band can simultaneously provide many high-speed connections focused on an area of just a block or two, from a small cell site mounted close to street level.

Using these frequencies together can help Verizon's network deliver the increased connectivity, reliability, speeds, and security the public demands. Upon completion, the Facility will become part of Verizon's statewide and nationwide communications network. See Attachment 11, RF Search Ring Coverage Target.

3.2. Need for Site and Coverage Objectives

Verizon has established a need for service in this geographic area, as determined by market demand, coverage requirements for a specific geographic area, and the need to provide continuous coverage from one site to another in a particular geographic region. The specific coverage objective was determined through a combined analysis of customer complaints, service requests, and radio frequency engineering design. This proposed Facility will allow for uninterrupted wireless service in the targeted coverage area with fewer dropped calls, improved call quality, and improved access to additional wireless services that the public now demands. This includes emergency 911 calls throughout the area (*See Attachment 11—RF Search Ring*).

This site is needed to provide residents and those working and/or traveling through the area with improved and reliable wireless service, enhanced call quality and data usage, which is currently poor. This proposed site will enable Verizon to provide its customers with the service they expect and that enables them to use their wireless devices for personal, business and emergency service needs. *See Attachment 11, RF Search Ring*.

Additionally, this facility will provide several important public benefits, including:

- Improved connectivity to support wireless 911 calls from the public;
- Decreased times to respond to emergencies;
- Improved wireless service speed, reliability and capacity.

This proposed Facility meets Verizon’s coverage objectives to provide in-vehicle and in-building wireless coverage within a geographic area not presently served by Verizon’s network. Specifically, this facility is intended to significantly improve service in this area.

3.3. Search Ring

Verizon RF (Radio Frequency) engineers performed an RF engineering study, considering multiple objectives, to determine the approximate site location and antenna height required to fulfill the noted network objectives for the targeted service area. From this study, Verizon’s RF engineers identified a “search ring” area where a WCF may be located to provide effective service in the target coverage area. (See Attachment 11—RF Search Ring).

4. SITING ANALYSIS AND COMMUNITY OUTREACH

A viable site location must work from a technical standpoint to provide the service needs to the area, and be leasable, zone-able and buildable. This subject parcel was selected because it meets all the requirements necessary for a viable site location:

- (i) The parcel falls within the Engineer’s search ring and meets the technical needs of Verizon;
- (ii) Has a willing property owner;
- (iii) The parcel is zoned Commercial, which complies with the Zoning Department’s preference for siting wireless facilities.
- (iv) The site backs up to the Superstition Freeway, so not within a residential neighborhood or a scenic view path. The adjacent parcel to the West is undeveloped currently. The adjacent parcel to the East is under development for a roofing company. They also showed interest in leasing space for the wireless facility.

4.1. Alternative Site Analysis

Cityswitch has been working with Verizon for the last year to find the right candidate and a viable location. We evaluated the following alternative site locations within the targeted search ring. We reached out to 12 possible site locations and evaluated 3 candidates within the search ring. Many properties contacted numerous times did not reply or said they weren’t interested.

4.2. Community Outreach

A Neighborhood Meeting will be held at the proposed site (251 N 29th Ave) on Saturday, May 31st. Invitations will be sent to parcel owners within 300’ of the proposed parcel, per Apache Junction Zoning Ordinance. Three (3) invitations will be mailed out, which will include Christine Tucker’s name and phone number for anyone who wishes to contact her prior to, or after the meeting. A Site Plan, Elevation and Photo Simulations will be displayed at the meeting. It will be held at the site of the proposed tower to make it as convenient as possible for

neighbors to attend. It also provides the prospective of the impact the site will or will not have on the area.

See Attachments 7, 8 and 9 for the mailing list, tax parcel map and Meeting invitation.

5. APPLICABLE LAW

5.1. Local Codes

Pursuant to Apache Junction code the operation of a telecommunications facility (antennas or towers) in the General Commercial (B-1) zoning district requires a CUP approval. Code Compliance for Applicants' demonstration of compliance with the applicable code.

5.2. Federal Law

Federal law, primarily found in the Telecommunications Act of 1996 ("Telecom Act"), acknowledges a local jurisdiction's zoning authority over proposed wireless facilities but limits the exercise of that authority in several important ways.

5.2.1. Local jurisdictions may not materially limit or inhibit. The Telecom Act prohibits a local jurisdiction from taking any action on a wireless siting permit that "prohibit[s] or [has] the effect of prohibiting the provision of personal wireless services." 47 U.S.C. § 332(c)(7)(B)(i)(II). According to the Federal Communications Commission ("FCC") Order adopted in September 2018,¹ a local jurisdiction's action has the effect of prohibiting the provision of wireless services when it "materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment."² Under the FCC Order, an applicant need not prove it has a significant gap in coverage; it may demonstrate the need for a new wireless facility in terms of adding capacity, updating to new technologies, and/or maintaining high quality service.³

While an applicant is no longer required to show a significant gap in service coverage, in the Ninth Circuit, a local jurisdiction clearly violates section 332(c)(7)(B)(i)(II) when it prevents a wireless carrier from using the least intrusive means to fill a significant gap in service coverage. *T-Mobile U.S.A., Inc. v. City of Anacortes*, 572 F.3d 987, 988 (9th Cir. 2009).

¹ *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, Declaratory Ruling and Third Report and Order, WT Docket No. 17-79, WC Docket No. 17-84, FCC 18-133 (rel. Sept. 27, 2018); 83 Fed. Reg. 51867 (Oct. 15, 2018), *affirmed in part and vacated in part*, *City of Portland v. United States*, 969 F.3d 1020 (9th Cir. 2020), *cert. denied*, 594 U.S. ___, 141 S.Ct. 2855 (June 28, 2021)(No. 20-1354) ("FCC Order").

² *Id.* at ¶ 35.

³ *Id.* at ¶¶ 34-42.

- **Significant Gap.** Reliable in-building coverage is now a necessity and every community's expectation. Consistent with the abandonment of land line telephones and reliance on only wireless communications, federal courts now recognize that a "significant gap" can exist based on inadequate in-building coverage.
- **Least Intrusive Means.** The least intrusive means standard "requires that the provider 'show that the manner in which it proposes to fill the significant gap in service is the least intrusive on the values that the denial sought to serve.'" 572 F.3d at 995, *quoting MetroPCS, Inc. v. City of San Francisco*, 400 F.3d 715, 734 (9th Cir. 2005). These values are reflected by the local code's preferences and siting requirements.

5.2.2 Environmental and health effects prohibited from consideration. Also under the Telecom Act, a jurisdiction is prohibited from considering the environmental effects of RF emissions (including health effects) of the proposed site if the site will operate in compliance with federal regulations. 47 U.S.C. § 332(c)(7)(B)(iv). The Applicants have included with this application a statement from Verizon's radio frequency engineers demonstrating that the proposed facility will operate in accordance with the Federal Communications Commission's RF emissions regulations. *See Attachment 10*. Accordingly, this issue is preempted under federal law and any testimony or documents introduced relating to the environmental or health effects of the proposed facility should be disregarded in this proceeding.

5.2.3. No discrimination amongst providers. Local jurisdiction also may not discriminate amongst providers of functionally equivalent services. 47 U.S.C. § 332(c)(7)(B)(i)(I). A jurisdiction must be able to provide plausible reasons for disparate treatment of different providers' applications for similarly situated facilities.

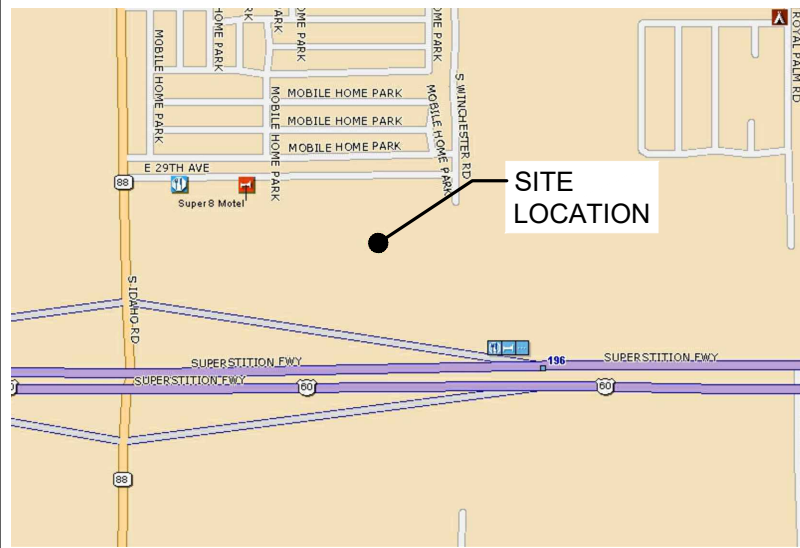
5.2.4. Shot Clock. Finally, the Telecom Act requires local jurisdictions to act upon applications for wireless communications sites within a "reasonable" period of time. 47 U.S.C. § 332(c)(7)(B)(ii). The FCC has issued a "Shot Clock" rule to establish a deadline for the issuance of land use permits for wireless facilities. 47 C.F.R. § 1.6001, *et seq.* According to the Shot Clock rule for "macro" wireless facilities, a reasonable period of time for local government to act on all relevant applications is 90 days for a collocation, with "collocation"⁴ defined to include an attachment to any existing structure regardless of whether it already supports wireless, and 150 days for a new structure.

The Shot Clock applies to all authorizations required for siting a wireless facility, including the building permit, and all application notice and administrative appeal periods.

⁴ 47 C.F.R. § 1.6002(g).

Pursuant to federal law, the reasonable time period for review of this application is 150 days.

N.T.S.



CITY SWITCH PROPOSES TO INSTALL AN UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF A 65' HIGH MONOPOLE (MONO-ELM) TOWER WITH 5' LIGHTNING ROD. THE TOWER WILL BE PLACED INSIDE A 3,600± SQ. FT. CMU COMPOUND, INSIDE A 2,500± SQ. FT. LEASE AREA.

SITE TYPE:	NEW SITE DESIGN (RAW-LAND)
TOWER TYPE:	MONOPOLE TOWER (MONO-ELM)
TOWER HEIGHT:	65'-0"
APPURTENANCE HEIGHT:	70'-0"
TYPE OF OCCUPANCY:	TELECOMMUNICATIONS
TOWER LATITUDE:	33° 23' 16.850" N (1A CERTIFICATION)
TOWER LONGITUDE:	111° 32' 33.980" W (1A CERTIFICATION)
TOWER ELEVATION:	±1655.1' (1A)
COUNTY:	PINAL COUNTY
ZONING JURISDICTION:	APACHE JUNCTION
ZONED:	COMMERCIAL
OCCUPANCY:	(U)
PARCEL NUMBER:	10221042A
PARCEL SIZE:	2.88 ACRES
LEASE AREA SIZE:	3,600± SQ. FT.
CONSTRUCTION TYPE:	II (PER IBC 2018)
POWER COMPANY	SRP
CONTACT	TBD
TELEPHONE COMPANY:	TBD
CONTACT:	TBD

LAND OWNER:	AJAYKUMAR PARMAR (310) 691-4117 AJKUMAR990@GMAIL.COM
APPLICANT/ TOWER OWNER:	CITY SWITCH 3715 NORTHSIDE PKWY, SUITE 1-200 ATLANTA, GA 30327 (404) 857-0858
SITE ACQUISITION:	TERRA CONSULTING GROUP STEVE CARLSON (612) 810-5279
ENGINEER OF RECORD:	TERRA CONSULTING GROUP, LTD. 600 BUSSE HIGHWAY PARK RIDGE, IL 60068 (847) 698-6400
SURVEYOR:	RLF CONSULTING 2165 W PECOS RD#5, CHANDLER, AZ 85224 (480) 445-9189



3715 NORTHSIDE PKWY NW,
SUITE 1-200
ATLANTA, GA 30327
(404) 857-0858

CITY SWITCH SITE ID: AZC008
CITY SWITCH SITE NAME: PHO SNAKEHOLE

SITE ADDRESS:
251 E 29TH AVE
APACHE JUNCTION, AZ 85119

PROJECT TYPE:
PROPOSED WIRELESS
TELECOMMUNICATIONS FACILITY,
65' MONO-ELM (TOP OF POLE)

NOTE: ANY CHANGES TO THE APPROVED PLANS MUST BE APPROVED BY THE PROPERTY OWNER.



CONTACT ARIZONA 811
BEFORE STARTING PROJECT
Call 811, ARIZONA811.com

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION.

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

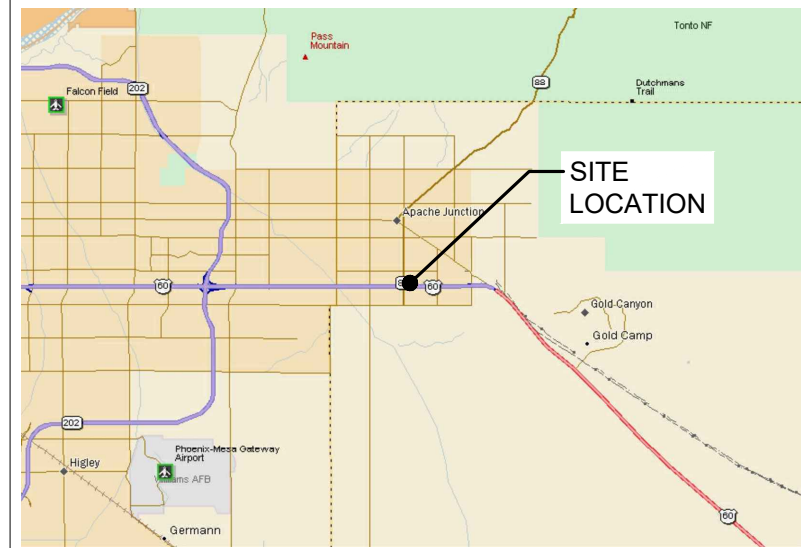
- AMERICAN CONCRETE INSTITUTE 318
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION'S MANUAL OF STEEL CONSTRUCTION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222
- STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601
- COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41
- ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION
- 2024 OBC, 2024 OMC AND AMENDMENTS
- 2023 NEC

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, THEREFORE HANDICAP ACCESS IS NOT REQUIRED.

- A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE.
- THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE;
- NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

N.T.S.



SHEET	DRAWING INDEX	REVISION
T-1	TITLE SHEET	2
LP	LOCATION PLAN	1
C-0	SITE PLAN	-
C-1	ENLARGED SITE PLAN	2
C-2	TOWER ELEVATION	2,3
C-3	CMU WALL AND DETAIL	3
PW-1	OFF-SITE IMPROVEMENTS PLAN REVIEW	-

22" x 34" IS FULL SCALE.
11" x 17" IS HALF SCALE.



2600 W GERONIMO, SUITE 100
CHANDLER, AZ 85226

REVISIONS			
NO.	DESCRIPTION	DATE	BY
A	ISSUED FOR REVIEW	11/26/24	JLR
1	REVISED FOR ZONING COMMENTS	04/17/25	JLR
2	REVISED PER ZONING COMMENTS	05/16/25	JLR

CITYSWITCH SITE#
AZC008

PHO SNAKEHOLE

251 E 29TH AVE
APACHE JUNCTION, AZ 85119

DRAWN BY:	JLR
CHECKED BY:	TAZ
DATE:	04/17/25
PROJECT #:	251-017

SHEET TITLE
TITLE SHEET

SHEET NUMBER

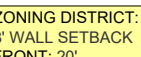
T-1

<u>LEGEND</u>	
P.O.C.	POINT OF COMMENCEMENT
	REBAR
	ELECTRIC VAULT
	TELEPHONE PEDESTAL
	SANITARY SEWER MANHOLE
	CATCH BASIN
	DECIDUOUS TREE
	HANDICAP
	SIGN
	SPOT ELEVATION
	POINT OF GEODETIC COORDINATES
	PROPERTY LINE
	FENCE LINE
	UNDERGROUND ELECTRIC
	UNDERGROUND FIBER
	UNDERGROUND TELCO
	UNDERGROUND GAS LINE
	OVERHEAD ELECTRIC
	OVERHEAD FIBER
	OVERHEAD TELCO
	OVERHEAD UTILITY LINE
	STORM SEWER LINE
	SANITARY SEWER LINE
	WATERMAIN LINE
	BURIED GAS LINE
	EDGE OF BUSH/TREES
	BITUMINOUS
	GRAVEL

SURVEY PERFORMED BY:

RLF
CONSULTING

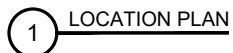
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ZONING DISTRICT: B-1
8' WALL SETBACK
FRONT: 20'
SIDE: 10'
STREET SIDE: 10'
REAR: 10'

REVIEWED BY:

DATE:



<u>LEGEND</u>	
P.O.C.	POINT OF COMMENCEMENT
⊙	REBAR
	ELECTRIC VAULT
⊠	TELEPHONE PEDESTAL
⊙	SANITARY SEWER MANHOLE
	CATCH BASIN
	DECIDUOUS TREE
	HANDICAP
—	SIGN
X — 5280.00 NG	SPOT ELEVATION
	POSITION OF GEODETIC COORDINATES
PROPERTY LINE	
FENCE LINE	
UNDERGROUND ELECTRIC	
UNDERGROUND FIBER	
UNDERGROUND TELCO	
UNDERGROUND GAS LINE	
OVERHEAD ELECTRIC	
OVERHEAD FIBER	
OVERHEAD TELCO	
OVERHEAD UTILITY LINE	
STORM SEWER LINE	
SANITARY SEWER LINE	
WATERMAIN LINE	
BURIED GAS LINE	
EDGE OF BUSH/TREES	
BITUMINOUS	
GRAVEL	

SURVEY PERFORMED BY:

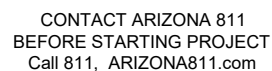

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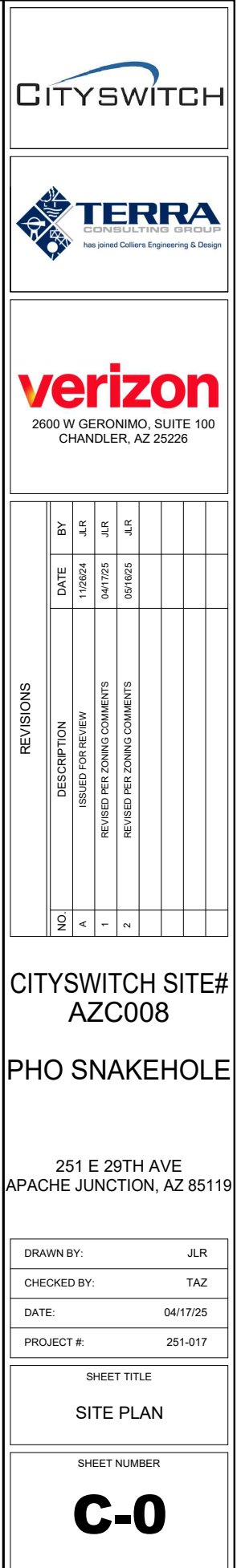
IMPORTANT SITE NOTES

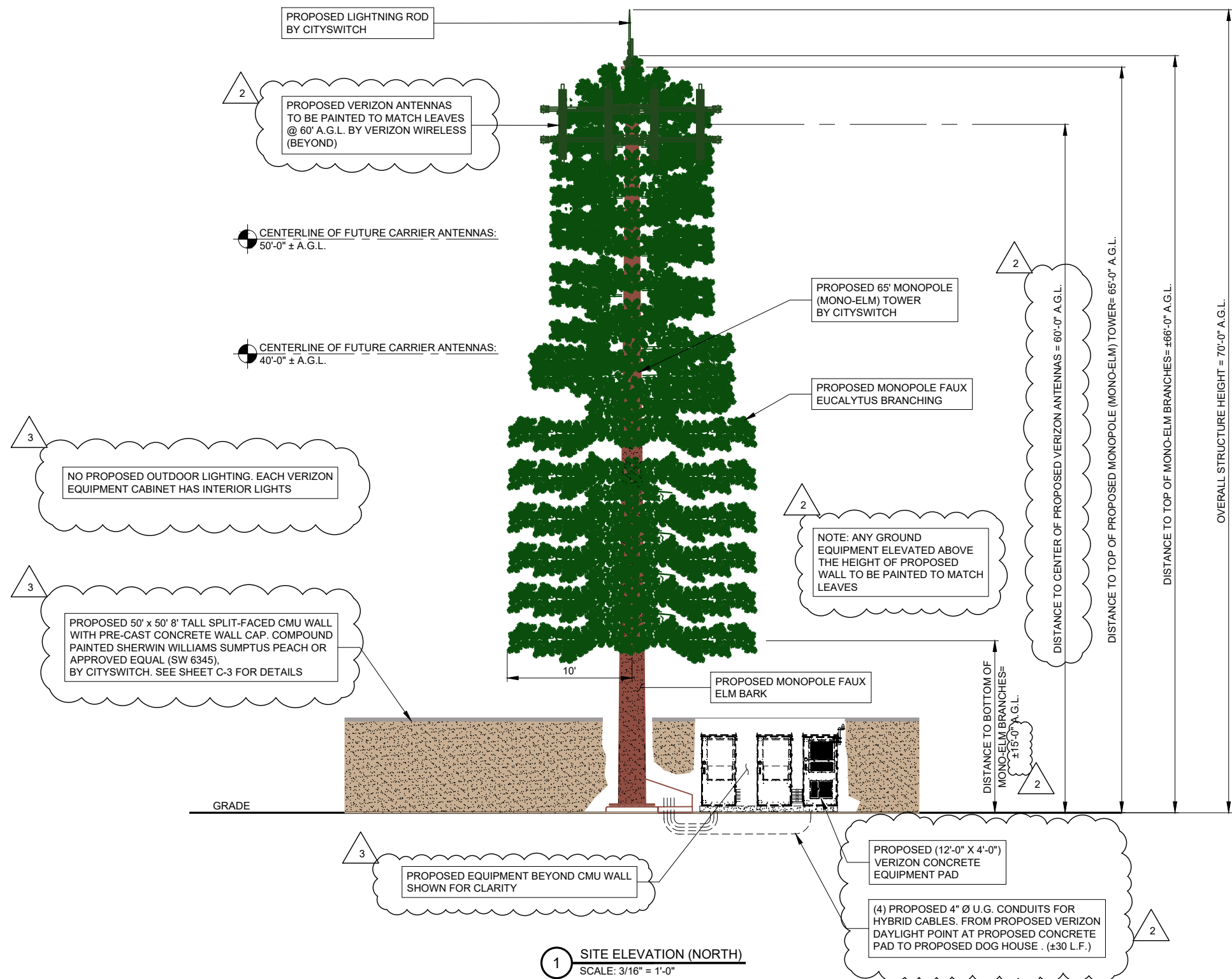
1. CONTRACTOR WILL NOT START CONSTRUCTION UNTIL AFTER THEY HAVE RECEIVED THE PRE-CON PACKAGE AND HAVE PRE-CON WALK WITH THE PROJECT MANAGER.
2. CONTRACTOR TO HIRE PUBLIC (811) AND PRIVATE LOCATING SERVICE IN ORDER TO LOCATE AND PROTECT ALL SUBSURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
3. CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS/HER OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.
4. CONTRACTOR TO VERIFY ALL HEIGHTS AND AZIMUTHS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY CARRIER AND ENGINEERING FIRM OF ANY DISCREPANCIES BEFORE PROCEEDING.
5. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.
6. TOWER WILL BE MADE AVAILABLE TO OTHER TELECOMMUNICATIONS COMPANIES FOR COLLOCATION.

GENERAL NOTES	
LATITUDE:	33° 23' 16.850" N (1A CERTIFICATION)
LONGITUDE:	111° 32' 33.980" W (1A CERTIFICATION)
SOURCE:	(1A CERTIFICATION)
ALL SOIL MATERIALS EXCAVATED BY THE CONTRACTOR SHALL REMAIN ON THE SITE AND NOT TO BE REMOVED.	



1 LOCATION PLAN





REVISIONS							
NO.	DESCRIPTION	DATE	BY	NO.	DESCRIPTION	DATE	BY
A	ISSUED FOR REVIEW	11/26/24	JLR	1	REVISED PER ZONING COMMENTS	04/17/25	JLR
1	REVISED PER ZONING COMMENTS	04/17/25	JLR	2	REVISED PER ZONING COMMENTS	05/16/25	JLR
2	REVISED PER ZONING COMMENTS	05/16/25	JLR				

CITYSWITCH SITE#
AZC008

PHO SNAKEHOLE

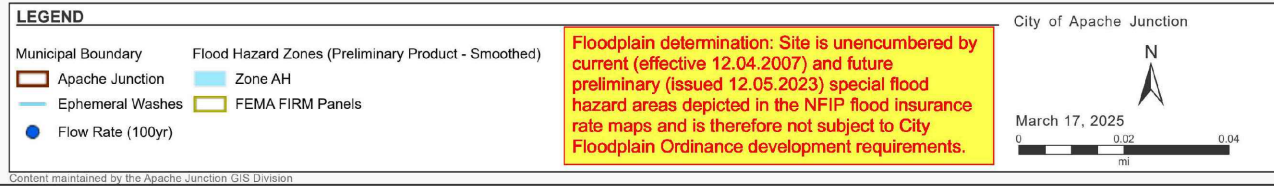
251 E 29TH AVE
APACHE JUNCTION, AZ 85119

DRAWN BY:	JLR
CHECKED BY:	TAZ
DATE:	04/17/25
PROJECT #:	251-017

SHEET TITLE
SITE ELEVATION

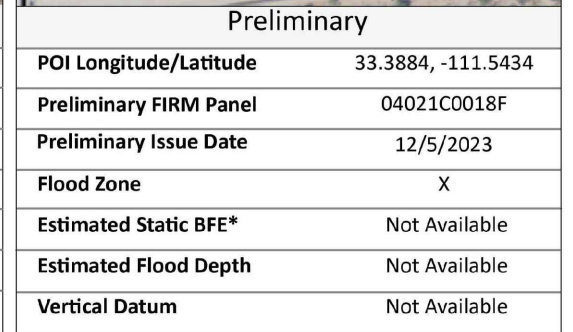
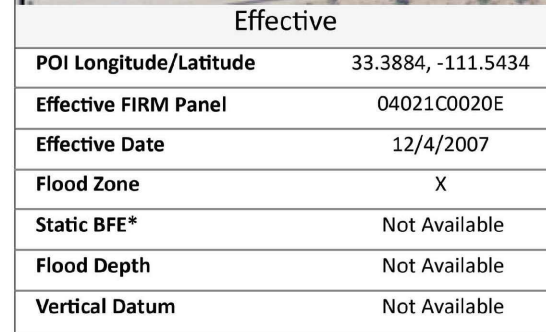
SHEET NUMBER
C-2

DISCLAIMER: This map was produced without benefit of a field survey and is not the intended use. The use of this map is for informational purposes only and the City of Apache Junction makes no warranty, expressed or implied, regarding the reliability of the information provided.



-DETAILED COMMENTS WILL BE PROVIDED FOR EACH PROJECT PLAN SUBMITTAL

Effective & Preliminary Flood Hazards



* A Base Flood Elevation is the expected elevation of flood water during the 1% annual chance storm event. Structures below the estimated water surface elevation may experience flooding during a base flood event.	
Hazard Level	Flood Hazard Zone
High Flood Hazard	AE, A, AH, AO, VE and V Zones. Properties in these flood zones have a 1% chance of flooding each year. This represents a 26% chance of flooding over the life of a 30-year mortgage.
Moderate Flood Hazard	Shaded Zone X. Properties in the moderate flood risk areas also have a chance of flooding from storm events that have a less than 1% chance of occurring each year. Moderate flood risk indicates an area that may be provided flood risk reduction due to a flood control system or an area that is prone to flooding during a 0.2% annual chance storm event. These areas may have been indicated as areas of shallow flooding by your community. Unshaded Zone X. Properties on higher ground and away from local flooding sources have a reduced flood risk when compared to the Moderate and High Flood Risk categories. Structures in these areas may be affected by larger storm events, in excess of the 0.2% annual chance storm event.
Low Flood Hazard	Insurance Note: High Risk Areas are called 'Special Flood Hazard Areas' and flood insurance is mandatory for federally backed mortgage holders. Properties in Moderate and Low Flood Risk areas may purchase flood insurance at a lower-cost rate, known as Preferred Risk Policies. See your local insurance agent or visit https://www.fema.gov/national-flood-insurance-program for more information.
Disclaimer: This report is for informational purposes only and is not authorized for official use. The positional accuracy may be compromised in some areas. Please contact your local floodplain administrator for more information or go to msc.fema.gov to view an official copy of the Flood Insurance Rate Maps.	
Service Layer Credits: USGS, USDA	

3/17/2025 6:42 PM



REVISIONS				
NO.	DESCRIPTION	DATE	BY	
A	ISSUED FOR REVIEW	11/26/24	JLR	
1	REVISED PER ZONING COMMENTS	04/17/25	JLR	
2	REVISED PER ZONING COMMENTS	05/16/25	JLR	

PHO SNAKEHOLE

251 E 29TH AVE
APACHE JUNCTION, AZ 85119

DRAWN BY:	JLR
CHECKED BY:	TAZ
DATE:	04/17/25
PROJECT #:	251-017

SHEET TITLE
OFF-SITE
IMPROVEMENTS
PLAN REVIEW

SHEET NUMBER

P-W

SW 7002

Downy

FULL DETAILS ^

LRV: 81 ⓘ

RGB: 239 / 232 / 221

Hex Value: #EFE8DD

Location Number: 267-C3

STUCCO COLOR MAIN WALL

H Historic Color

SW 2840

Hammered Silver

FULL DETAILS v

STUCCO COLOR
ACCENT/CAPSTONE



LACE STUCCO FINISH WALL TEXTURE



BEFORE



AFTER

NOTE: THIS PHOTO SIMULATION IS A VISUAL INTERPRETATION OF THE PROPOSED DESIGN. FINAL CONSTRUCTION MAY DIFFER FROM WHAT IS PRESENTED HERE.

PHO SNAKEHOLE

View from Northwest looking Southeast



TERRA
CONSULTING GROUP
600 Busse Highway, Park Ridge, IL 60068
Phone: 847.698.6400 Fax: 847.698.6401
TCG #: 251-017

CITYSWITCH



BEFORE



AFTER

NOTE: THIS PHOTO SIMULATION IS A VISUAL INTERPRETATION OF THE PROPOSED DESIGN. FINAL CONSTRUCTION MAY DIFFER FROM WHAT IS PRESENTED HERE.

PHO SNAKEHOLE

View from Southeast looking Northwest



TERRA
CONSULTING GROUP
600 Busse Highway, Park Ridge, IL 60068
Phone: 847.698.6400 Fax: 847.698.6401
TCG #: 251-017

CITYSWITCH

Wireless Communications Facility Built Examples (Monoelm)



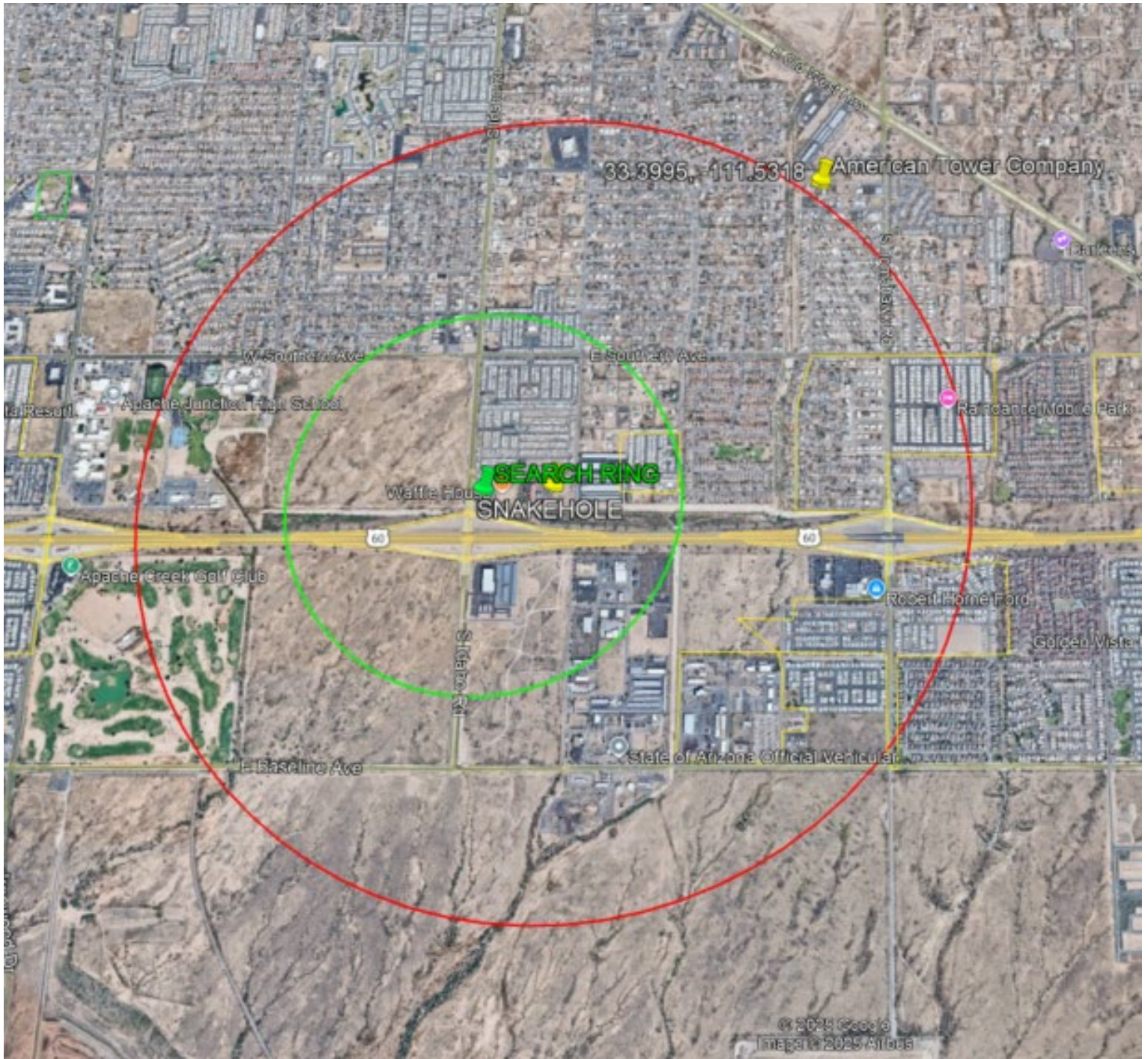
Monoelm: Wireless Stealth Design

- Conceals Wireless Antennas / Radios
- Preferred by Jurisdictions when Suitable
- Blends in with Community Context
- Variegated Leaves (for multiple seasons)
- Designed for Community Approval
- Compound to be Locked & Secured
- Made with Durable Building Materials
- Full Canopy (branches to conceal equip.)
- Facility Company performs maintenance

Verizon RF Engineer's Search Ring



Existing Towers Within 1 Mile Radius



There is 1 existing tower owned by American Tower Company, just at one mile away from the proposed site. This existing tower is .67 miles NE of the edge of the engineer search ring, and outside the coverage objective the engineer is trying to achieve.

Engineer's Search Ring - GREEN Circle

1 Mile Radius – RED Circle

APACHE JUNCTION ZONING CUP APPLICATION SUBMITTAL NARRATIVE-
SUPPLEMENT per Section 1-16-12
Telecommunication Facility-251 E 29th Ave
P-24-16-PDR

- i. **Adequacy of roadways, off-street parking, public facilities and services to accommodate the proposed use;**

The proposed Telecommunications Facility will not have an impact on the adjacent roadway after the initial construction period of approximately 6 weeks. This will be an unmanned facility, only visited 2-3 times per year for periodic maintenance. There is ample parking spaces available in the Motel parking lot for 1 technician vehicle. There will be no off-street parking. The Wireless Facility will require power and fiber, both of which are in the immediate area. There will be a power coordination completed with the Salt River Project designer to determine where they will provide power from. There will be a similar coordination completed with the fiber provider.

- ii. **Negative impacts arising from the emission of odor, dust, gas, noise, lighting, vibration, smoke, heat or glare; (Please note if there are any measures to be taken to mitigate sound & lighting impact on the residential neighborhood around the site.)**

There will be no odor, gas, vibration, smoke, heat or glare emissions from the Telecommunications Facility. Any dust would only be found during digging the foundation and construction related activities; installing power or fiber conduit, but it should be minimal as they will both be cored in rather than trenched. The only light proposed would be to provide light for the technician for emergency purposes should the site go off air at nighttime. Additionally, any lighting will be dark sky compliant per Section 1-10-1 Intent B, and fixtures will be downlit and shielded. A light would typically be located close to the ground and will not negatively impact the residential neighborhood as it is located a distance of the nearest home is approximately 300 ft to the North. There may be a generator installed, or a temporary generator brought to the site to be used in the event power is lost. This would be on an as needed basis. The generator would be located within the facility compound and would not create an additional noise than that created by the freeway traffic 450 ft to the South of the site.

- iii. **Contribution to the deterioration of the neighborhood or the negative impact on the neighborhood property values;**

The Telecommunications Facility won't contribute to the deterioration of the neighborhood. In fact, the owners of Motel 6 have made a great deal of improvements to their Motel and grounds in the last 2 years. The neighboring parcel is currently being developed. This Telecommunications Facility will provide much-needed service in this area, both for the hotel guests as well as nearby businesses and persons residing in the mobile home park to the North. This location was selected in part because it abuts the highway to the South. It is in the back parking lot of the Motel and is allowed on a Commercially zoned parcel. Additionally, the site will be camouflaged as a faux Elm tree to help blend in more with the

surrounding area. Wireless services drive the economy, keep people connected for business and personal matters, and promote public safety by improving access to emergency services.

iv. Compatibility with surrounding uses and structures;

The proposed Telecommunications Facility will be compatible with the surrounding uses. The Chevron Station at the corner of S Idaho & 29th Ave, the Waffle House, the vacant lot owned by a real estate company in Colorado, the lot to the East which is being developed into a Commercial Roofing business are all Commercial uses, located within Idaho and Superstition Commercial B-116 Subdivision. At the very East end of E 29th Ave is Dollar Self Storage, which is Industrial use. Even the MCH Countryside Resort Mobile Home Park is a Commercial use. And Superstition Freeway is to the South. As previously mentioned, staff suggested a faux tree at this location to help the site blend in with the surrounding area. The structures in the area are a Motel, mobile homes, storage units, a restaurant and a gas station.

v. Conformance with the General Plan and City policies;

This proposed Telecommunications Facility complies with the General Plan by developing infrastructure. The City of Apache Junction is experiencing continued growth in population. With that, improved wireless services are needed to keep up with the growth. Public Safety, such as Law Enforcement, Fire and Medical Services use wireless as a primary source of communication. It is important to provide uninterrupted services. The location of this proposed site conforms with the goal of maintaining the natural and unique areas of AJ by finding a developed parcel, close to the freeway. This proposed facility complies with City policies by adhering to setbacks, design standards, siting, a community meeting and jurisdiction required CUP and Building Permit processes.

vi. Screening and buffering of uses;

During the pre-application review, staff determined that a faux elm or faux pine tree would be the preferred screening for this Telecommunications Facility. We propose the faux elm as we feel it provides better screening and there is a leafy tree located nearby, and didn't see pine trees in the immediate area. They also advised that the ground equipment had to be screened from view with a split-face, block wall painted to match the Motel, which is what is being proposed. All surrounding uses are also Commercial.

vii. Unique nature of the property, use and/or development's physical characteristic.

The only unique nature of this property is that it backs up to the freeway, so a prime location for a Telecommunications Facility.

Christine Tucker
480-586-5180
ctucker@siinodesign.com

DIMINUTION IN VALUE AND JUST COMPENSATION CLAIM WAIVER/INDEMNIFICATION/ACKNOWLEDGEMENT

I/We, Ajaykumar & Rinalben Parmar, as owners of property identified as Pinal County Assessor Parcel No. 10221042A, which is the subject of Apache Junction City Council, Planning & Zoning/Board of Adjustment or other Case No. P-24-16-PDR, hereby waive any and all potential diminution in value and just compensation claims or lawsuits that could be pursued against the City of Apache Junction ("City"), its elected officials, appointees and employees as a result of the Planning and Zoning Commission/Board of Adjustment/Council's action in the above-referenced matter. This waiver is authorized pursuant to A.R.S. § 12-1134(I). I/We also hereby warrant and represent I/We am/are owner(s) of the above-referenced property and that no other person has any ownership in such property.

Ajaykumar Parmar

Printed Name of Owner

Signature of Owner

Date

Rinalben Parmar

Printed Name of Owner

Signature of Owner

Date

State of Arizona)

) ss

County of Maricopa

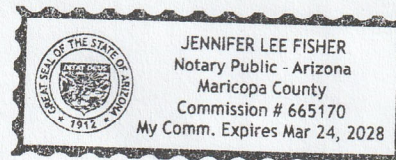
SUBSCRIBED AND SWORN TO before me this 28th day of May, 2025 by _____

Jennifer Lee Fisher

My Commission Expires:

March 24, 2028

Notary Public



NAP

, -

102219000

, -

10221042A

VS CAPITAL GROUP LLC
248 W CALLE MONTE VISTA
TEMPE , AZ 85284--220

102210440

ANTILLON CARLOS
91 E ROSEBUD DR
QUEEN CREEK , AZ 85143-3433

10221032A

MHC COUNTRYSIDE LLC
PO BOX 2629
ADDISON , TX 75001-1262

10221040B

HOLLAND REAL ESTATE LLC
1515 N ACADEMY BLVD
COLORADO SPRINGS , CO 80909-9275

Pinal County Assessor's Tax Parcel Map



Pinal County Mailing Notification ⓘ

Selection: 1

Search distance ? ☒

300 Feet

Use layer features ? ☐

6 selected features

List name

251 E 29TH AVE APACHE JUNCTION...

Done

Cancel

Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, ... Powered by Esri

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Old Republic National Title Insurance Company
530 SOUTH MAIN STREET SUITE 1061
AKRON OH 44311 | T: 330-436-6000


Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President
Attest  Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

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5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

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10. CLASS ACTION

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

11. ARBITRATION

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

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

Issuing Agent: Old Republic National Title Insurance Company

Issuing Office: 530 SOUTH MAIN STREET SUITE 1061 AKRON, OH 44311

Issuing Office's ALTA® Registry ID: 1013817

Loan ID Number: AZC008 CITYSWITCH

Commitment Number: 01-24075203-01T

Property Address: 251 E 29TH AVE APACHE JUNCTION, AZ 85119

SCHEDULE A

COMMITMENT

1. Commitment Date: 12/13/2024 at 7:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: CITYSWITCH
Proposed Amount of Insurance: \$250,000.00
The estate or interest to be insured: LEASEHOLD
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured:
 - c. _____ ALTA® _____ Policy
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: FEE SIMPLE
4. The Title is, at the Commitment Date, vested in: VS CAPITAL GROUP LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND RINALBEN A. PARMAR, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY and, as disclosed in the Public Records, has been since 12/26/2017
5. The Land is described as follows: SEE ATTACHED EXHIBIT "A"

Old Republic National Title Insurance Company
530 SOUTH MAIN STREET SUITE 1061
AKRON OH 44311 | T: 330-436-6000


Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President
Attest  Secretary

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EXHIBIT "A"

SITUATED IN THE COUNTY OF PINAL, COUNTY OF ARIZONA:

LOTS 4 AND 5, OF IDAHO & SUPERSTITION COMMERCIAL, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET B, SLIDE 116.

TAX ID: 102-21-042A

BEING THE SAME PROPERTY CONVEYED TO VS CAPITAL GROUP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, GRANTEE, FROM APACHE HOSPITALITY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, GRANTOR, BY WARRANTY DEED RECORDED 12/26/2017, AS DOCUMENT NO. 2017-094184, OF THE PINAL COUNTY RECORDS.

BEING THE SAME PROPERTY CONVEYED TO VS CAPITAL GROUP LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND RINALBEN A. PARMAR, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, GRANTEE, FROM VS CAPITAL GROUP LLC, AN ARIZONA LIMITED LIABILITY COMPANY, GRANTOR, BY SPECIAL WARRANTY DEED RECORDED 10/04/2024, AS DOCUMENT NO. 2024-076184, OF THE PINAL COUNTY RECORDS.

BEING THE SAME PROPERTY CONVEYED TO RINALBEN A. PARMAR, GRANTEE, FROM AJAYKUMAR C. PARMAR, GRANTOR, BY DISCLAIMER DEED RECORDED 10/04/2024, AS DOCUMENT NO. 2024-076185, OF THE PINAL COUNTY RECORDS.

[Legal in Word - This link will expire on 06/29/2025](#)

END OF SCHEDULE A

SCHEDULE B I COMMITMENT

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. PAY ALL TAXES, CHARGES AND ASSESSMENTS WHICH ARE DUE AND PAYABLE.

ACCOUNT I.D. NUMBER: 102-21-042A
YEAR: 2024 TAX PERIOD: SEMIANNUAL

INSTALLMENT: 1st AMOUNT: \$20,324.27 - PAID
INSTALLMENT: 2nd AMOUNT: \$20,324.27 – DUE 05/31/2025

TAX AUTHORITY INFORMATION:

PINAL COUNTY TREASURER
31 N PINAL STREET, BUILDING E
FLORENCE, AZ 85132
(888) 431-1311

6. WITH RESPECT TO VS CAPITAL GROUP, LLC, THE FOLLOWING MUST BE SUBMITTED:
 - A.) COPY OF ANY OPERATING AGREEMENT AND ALL AMENDMENTS THERETO; OR IF THERE IS NO OPERATING AGREEMENT, A CERTIFICATION STATING THAT THERE IS NONE.
 - B.) EVIDENCE THE LIMITED LIABILITY COMPANY IS IN GOOD STANDING IN THE STATE IN WHICH THE COMPANY IS ORGANIZED.
 - C.) A RESOLUTION SIGNED BY ALL MEMBERS OF THE LLC AUTHORIZING THE TRANSACTION TO BE INSURED HEREUNDER AND THE MEMBERS AUTHORIZED TO EXECUTE THE NECESSARY DOCUMENTS TO COMPLETE THE TRANSACTION.
 - D.) SUCH OTHER REQUIREMENTS AS MAY BE MADE FOLLOWING A REVIEW OF THE LLC ORGANIZATIONAL DOCUMENTS REQUIRED ABOVE.
7. RECORD SATISFACTORY EXECUTED LEASE FROM VS CAPITAL GROUP, LLC, AND RINALBEN A. PARMAR, LESSOR(S) TO CITYSWITCH, LESSEE(S), CONVEYING CAPTION PREMISES IN PINAL COUNTY RECORDS.

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8. The Company must be notified of any repairs or improvements made to the Land within the last 180 days immediately. The Company reserved the right to add requirements based on the nature of the work performed after an Underwriting Risk Assessment. Such an assessment and addition requirements may take several days to complete. Please notify the Company of such repairs or improvements with sufficient time to avoid closing delays.

END OF SCHEDULE B-I

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SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Facts which would be disclosed by a comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Mechanics', contractors' or material men's liens and lien claims, if any, where no notice thereof appears of record.
5. Any changes in title occurring subsequent to the effective date of this commitment and prior to the date of issuance of the title policy.
6. Taxes and special assessments for current tax year and all subsequent years.
7.
 - a. Unpatented mining claims.
 - b. Reservations or exception in patents, or acts authorizing the issuance thereof.
 - c. Water rights, claims or title to water.
8. 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.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, RECORDED 11/17/1980, IN BOOK 1036, PAGE 234, OF THE PINAL COUNTY RECORDS.
11. SEWER EASEMENT IN FAVOR OF THE SUPERSTITION MOUNTAINS COMMUNITY FACILITIES DISTRICT NO. 1, RECORDED 09/28/1995, AS DOCUMENT NO. 1995-029951, OF THE PINAL COUNTY RECORDS.
12. SUBJECT TO THE EASEMENT SET FORTH IN THE DEED RECORDED AS DOCUMENT NO. 1996-013261, OF THE PINAL COUNTY RECORDS.
13. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT OF IDAHO & SUPERSTITION COMMERCIAL, RECORDED 06/19/1996, IN BOOK B, PAGE 116, OF THE PINAL COUNTY RECORDS.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

14. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE RECORD OF SURVEY, RECORDED 10/16/2015, AS DOCUMENT NO. 2015-067284, OF THE PINAL COUNTY RECORDS.

15. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED BELOW AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS HEREOF,

AMOUNT: \$2,538,000.00
TRUSTOR: VS CAPITAL GROUP LLC
TRUSTEE: CLEAR TITLE AGENCY OF ARIZONA
BENEFICIARY: POPPY BANK
DATED: 12/12/2017
RECORDED: 12/26/2017
DOC#/BOOK-PAGE: 2017-094185 / NA

16. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED BELOW AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS HEREOF,

AMOUNT: \$600,000.00
TRUSTOR: VS CAPITAL GROUP, LLC
TRUSTEE: LAWYERS TITLE OF ARIZONA, INC.
BENEFICIARY: MAINSTAR TRUST, AS CUSTODIAN FOR BRUNO SALAMONE IRA, ET. AL.
DATED: 01/10/2023
RECORDED: 02/03/2023
DOC#/BOOK-PAGE: 2023-002948 and RE-RECORDED 2023-008290

[Supporting Documents - This link will expire on 06/29/2025](#)

END OF SCHEDULE B-II



OLD REPUBLIC SPECIALIZED COMMERCIAL SERVICES

530 SOUTH MAIN STREET SUITE 1061, AKRON, OH 44311

OWNER'S AFFIDAVIT

State of }
 }ss.
County of }

File No.

The Affiant whose address is _____, being first duly sworn, deposes and says that:

1. **[Seller or Borrower]** is the Owner of the premises located at _____(the "Property") and further described in the Exhibit A attached hereto.
2. Affiant is the _____ of Owner and is knowledgeable about the Property and the averments made herein. (Use for business entity only)
3. No person other than the Owner is in possession or has a right to possession of the Property. If otherwise list said person: _____
4. Affiant has no knowledge of any unrecorded easement, or claim of easement, affecting the Property. If otherwise list said easement: _____.
5. Affiant is not aware of any boundary line disputes or discrepancies affecting the Property, or any material encroachments of improvements located on the Property onto any adjacent land or any material encroachments or improvements located on adjacent land onto the Property.
6. Any repair or improvements of the Property were completed prior to 180 days of this date. If otherwise, list said repairs or improvements: _____
7. There are no unpaid real estate taxes or assessments affecting the Property (except as shown on the current tax duplicate), and no notice has been received regarding future or pending assessments. If otherwise, list said taxes, assessments or notices: _____.
8. There are no outstanding mortgages or other liens affecting the Property. If otherwise, list said lien holder, amount and date: _____.
9. There are no other contracts, options or rights to purchase the Property except_____.

10. Owner, recognizing that funding may occur prior to the Deed, Deed of Trust and/or Mortgage being filed for record in the appropriate Clerk's Office; agrees that in consideration of Underwriter issuing said policy or policies of title insurance, without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, (which matters may constitute an encumbrance on or affect the title), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said Property during the period of time between the effective date of the commitment and the date the documents are recorded.

THIS AFFIDAVIT is made for the purpose of inducing the Old Republic National Title Insurance Company, to issue a title insurance policy or other title evidence, then to disburse any funds held as escrow or loan consummation agent.

Owner hereby indemnifies and agrees to hold harmless Old Republic National Title Insurance Company against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate.

("Affiant" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as the context shall require.)

BY: _____

As _____ of Owner.

Sworn to and subscribed before me, a Notary Public in and for said State, this day of _____, 2022.

Notary Public

File No. 01-24075203-01T

Exhibit “A”

Legal Description