

When recorded, return to:

Development Services Department
City of Apache Junction
300 Superstition Boulevard
Apache Junction, Arizona 85119

PROCEDURAL PRE-ANNEXATION AGREEMENT

This Procedural Pre-Annexation Agreement ("Agreement") is entered into this ____ day of _____, 2021, by and between the CITY OF APACHE JUNCTION, Arizona, an Arizona municipal corporation ("City"), D.R. HORTON, INC. ("Developer"), and the ARIZONA STATE LAND DEPARTMENT ("ASLD") (collectively, the "Parties").

RECITALS

A. The subject of this Agreement consists of approximately 2,800 gross acres of real property located within the roadway alignments of Elliot Avenue, Idaho Road, Ray Avenue, and Meridian Drive, adjacent to the City limits in Pinal County, Arizona, legally described in Exhibit A (Legal Description of the Property) and depicted in Exhibit B (Map of the Property), both of which are attached hereto and incorporated herein by reference (the "Property").

B. On November 4, 2020, the Developer was the successful bidder at a public auction conducted by the ASLD and is thereby entitled to purchase the Property from the ASLD pursuant to the terms of Certificate of Purchase No. 53-120910 and subject to the terms of the Participation and Infrastructure Contract Regarding ASLD Sale No., 53-120190, executed on November 12, 2020 between the Developer and the ASLD ("Participation Contract") with the express condition that the Developer entitle and develop the Property as a mixed-use master planned community.

C. Subject to the terms and conditions of this Agreement, Developer may desire to enter into a development agreement with the City ("Development Agreement"), annex the Property into the City's municipal limits in accordance with A.R.S. § 9-471 and with the cooperation of the ASLD ("Annexation"), process applications in the City requesting rezoning the Property to Master Planned Community zoning district ("Rezoning"), and process applications in the City requesting the formation of one or more community facilities districts ("CFDs").

D. City is desirous of entering into a Development Agreement and annex the Property in accordance with A.R.S. § 9-471 and is willing to process Developer's and ASLD's request for Annexation and applications for the Rezoning and establishment of one or more CFDs in accordance with applicable law and the terms and conditions of this Agreement.

E. The Parties have determined it is in their best mutual interest to annex the Property into City's municipal limits and, subject to the final and effective adoption of the Annexation and Rezoning applications, for Developer to process the Rezoning, CFDs, and other approvals in the City.

F. The Parties are entering into this Agreement pursuant to the provisions in A.R.S. § 9-500.05 in order to facilitate annexation of the Property for future development and to provide for a procedure to prevent the proposed annexation from becoming effective in the event that any of the following events occur: (1) any person files with the city clerk a referendum petition with the required number of signatures pursuant to A.R.S. Title 19 challenging the validity of the Development Agreement, the Annexation, and/or the Rezoning; (2) the City does not approve the Rezoning at the same Council hearing as adoption of the

Annexation; (3) the City does not approve the Development Agreement concurrently with the Rezoning; or (4) the City does not approve the formation of one or more CFDs concurrently with the Rezoning. In furtherance of the intent of the parties to provide for a procedure to prevent the Annexation from becoming effective in the event that any of these enumerated conditions occur, the Parties agree that for the purposes of A.R.S. § 9-500.05 the "annexation proceedings" shall be deemed complete and this Agreement shall be operative immediately upon the adoption of the Annexation Ordinance (as such ordinance is further defined below).

G. The Parties neither desire nor intend that this Agreement shall in any way affect, hinder or interfere with the ability of City's governing body (the "City Council") (i) to approve or deny the Development Agreement, Annexation, Rezoning, and/or CFD applications and/or (ii) to impose conditions of approval in connection with the approval of Rezoning, provided, for purposes of this Agreement, such conditions are acceptable to the ASLD and the Developer.

NOW, THEREFORE, in consideration of the foregoing premises and agreements herein, the Parties hereto state, confirm and agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement as though fully restated.

2. Initiation of Annexation Processes. Upon Developer's request, City agrees to initiate the Annexation and to issue an Annexation petition to the ASLD and the Developer. Concurrent with an Annexation ordinance for the Property (the "Annexation Ordinance") being introduced for consideration by the City Council, City will also introduce for consideration by the City Council an ordinance for City's proposed initial zoning classification for the Property (the "Equivalency Zoning Ordinance") (collectively, the "Annexation and Equivalency Ordinances"). The Annexation and Equivalency Ordinances will be introduced for consideration by the City Council no later than October 17, 2021.

3. Development Agreement, Rezoning, and CFD Applications and Effectiveness. Developer agrees to apply to City for the Rezoning. City agrees to process such application in accordance with applicable law and the terms and conditions of this Agreement. If Developer makes applications for the Development Agreement, Rezoning, and CFDs prior to the Annexation and Equivalency Ordinances being introduced to the City Council for its consideration, then City shall schedule, advertise, and conduct hearings regarding the Rezoning before the City's Planning & Zoning Commission and the City Council and hearings regarding the Development Agreement and CFDs before the City Council so that Developer's applications for the Development Agreement, Rezoning, and CFDs are considered by the City Council concurrent with the Annexation and Equivalency Ordinances. If the City Council approves the Development Agreement, then the effective date of the Development Agreement shall be concurrent with the date and time of the Annexation and Equivalency Ordinances. If the City Council approves the Rezoning application and finally adopts the Rezoning Ordinance, then the effective date of the Rezoning Ordinance shall be established as being immediately after the effective date of the Annexation and Equivalency Ordinances. If the City Council approves the CFD application and finally approves formation of the CFDs, then the effective date of the CFD formation shall be established as being immediately after the effective date of the Annexation and Equivalency Ordinances. In the event that the Council determines that it is in the best interests of the City to continue the consideration of the Development Agreement, Rezoning, and/or the CFDs to a date following the date of its approval of the Annexation Ordinance, then the Council will reconsider the Annexation Ordinance and will continue it to the same date as the continued consideration of the Development Agreement, Rezoning Ordinance and CFDs.

4. Annexation and Equivalency Ordinances Adoption and Effectiveness. City agrees that at any time prior to the City Council's adoption of the Annexation Ordinance or if the City Council continues the matter, ASLD and/or Developer may withdraw the Annexation petition for the Property and the City

will accept such withdrawal and take no further action with respect to the Annexation petition. In the event the City Council adopts the Annexation and Equivalency Ordinances and such Ordinances are not timely rescinded by the City Council or challenged by referendum, the Annexation and Equivalency Ordinances will become effective thirty (30) calendar days after being adopted by the City Council as prescribed in A.R.S § 9-471. In the event (a) the Developer withdraws its Rezoning application, (b) the City Council denies or fails to approve the Development Agreement, Rezoning, and/or CFD applications concurrently with the Annexation and Equivalency Ordinances, or (c) the Annexation Ordinance, the Equivalency Zoning Ordinance, the Development Agreement, the Rezoning Ordinance and/or the CFDs formation are challenged by reconsideration or referendum, the City Council shall (by motion for reconsideration or other appropriate means) schedule, advertise, and conduct a City Council hearing to rescind the Annexation and Equivalency Ordinances prior to the effective date of the Annexation and Equivalency Ordinances. City agrees that at such hearing (for reconsideration or otherwise), City shall repeal the Annexation Ordinance and the Equivalency Zoning Ordinance.

5. No Effect on Rezoning Applications. The Parties agree that nothing in this Agreement shall affect the ability of the City Council to approve or deny the Rezoning applications and/or to impose conditions of approval on the City's approval of the Rezoning, provided, for purposes of this Agreement, such conditions are acceptable to the ASLD and the Developer.

6. No Requirement to Proceed. The Parties agree that nothing in this Agreement shall require any of the Parties to proceed with the proposed Annexation, the proposed Rezoning and/or development of the Property.

7. Proposition 207 Waivers. On or before the Annexation and Equivalency Ordinances are placed on the City Council's agenda for introduction and tentative approval, ASLD and Developer shall provide to City a completed "Proposition 207 Waiver" applicable to the Annexation and Equivalency Ordinances in a form acceptable to the City's legal counsel. The Parties acknowledge and agree that City will record the waiver form. ASLD and Developer shall also provide to City a separate completed Proposition 207 Waiver form acceptable to City's legal counsel in connection with the Rezoning., but such Proposition 207 Waiver is conditioned on ASLD and Developer consent to any conditions of approval imposed by the City Council, which consent will not be unreasonably withheld, conditioned, or delayed, at the same Council hearing as adoption of the Annexation and Equivalency Ordinances. The Parties acknowledge and agree that City also may and most likely will record the waiver form. Each Proposition 207 Waiver form shall provide for the automatic termination of such Proposition 207 Waiver in the event the Annexation and Equivalency Ordinances, the Development Agreement, the Rezoning Ordinance, and/or the CFDs are not approved concurrently with the Annexation and Equivalency Ordinances, or are rescinded, repealed or otherwise of no effect.

8. Miscellaneous.

a. Good Standing; Authority. Each of the Parties represents and warrants to the other that it is duly formed and validly existing under the laws of Arizona and that the individual(s) executing this Agreement on behalf of their respective Party is authorized and empowered to bind the Party on whose behalf each such individual is signing.

b. Default and Remedies. In the event City is in default hereunder, Developer and/or ASLD shall have all remedies available at law or in equity (including expedited equitable relief); whether under this Agreement or otherwise.

c. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

d. Development Agreement. This Agreement is intended to be a "Development Agreement" within the meaning of A.R.S. § 9-500.05.

e. Waiver. No waiver by any Party of a breach of any of the terms or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term or condition contained herein.

f. Severability. In the event that any phrase, clause, sentence, paragraph, or other portion of the Agreement shall be illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

g. Attorneys' Fees. If any judicial proceeding is initiated by any Party hereto with respect to this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceeding, including, without limitation, its reasonable attorneys' fees.

h. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been fully delivered upon personal delivery or as of the second business day after mailing by United States Mail, postage prepaid, by Certified Mail, return receipt requested, addressed as follows:

To City: City Manager
City of Apache Junction
300 Superstition Boulevard
Apache Junction, Arizona 85119

Copy to: City Attorney
City of Apache Junction
300 Superstition Boulevard
Apache Junction, Arizona 85119

To Developer: D.R. Horton, Inc.
20410 N. 19th Avenue, Suite 100
Phoenix, Arizona 85027
Attention: Legal Department

Copy to: Dana Stagg Belknap
Gallagher & Kennedy
2575 E. Camelback Road
Phoenix, Arizona 85016

ASLD: Arizona State Land Department
1616 W. Adams
Phoenix, Arizona 85007
Attention: State Land Commissioner

Copy to: Arizona Attorney General
2005 N. Central Avenue
Phoenix, Arizona 85004

Attn: Natural Resources Division

Notice of address may be changed by any Party by giving notice to the other Parties in writing of a change of address. Such change shall be deemed to have been effectively noticed five (5) calendar days after mailed by the Party changing address.

i. Time of Essence. Time is of the essence of this Agreement.
j. Effective Date. This Agreement is entered into effective as of the date of full execution by the Parties.

k. Recordation. No later than ten (10) calendar days after the effective date, the City will record this Agreement in the Official Records of Pinal County.

l. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein.

m. Amendments. This Agreement may be amended only by a written agreement fully executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written above.

CITY:

CITY OF APACHE JUNCTION, an Arizona
municipal corporation

By: Walter “Chip” Wilson
Its: Mayor

ATTEST:

Jennifer Pena
City Clerk

APPROVAL AS TO FORM:

Richard J. Stern
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this _____ day of _____, 2021, by Walter “Chip” Wilson, Mayor of City of Apache Junction, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT A

EXHIBIT "A-1"
AUCTION PROPERTY BOUNDARY DESCRIPTION

THOSE PORTIONS OF SECTIONS 17, 18, 19, 20 & 30 TOWNSHIP 1 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 7 EAST, BEING MARKED BY A 1/2 INCH REBAR WITH NO MARKINGS, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 30, BEING MARKED BY U.S. GENERAL LAND OFFICE (GLO) BRASS CAP, BEARS NORTH 00 DEGREES 38 MINUTES 44 SECONDS WEST, 371.05 FEET;

THENCE ALONG THE RANGE LINE BETWEEN RANGE 7 AND RANGE 8, NORTH 00 DEGREES 38 MINUTES 20 SECONDS WEST, 2635.63 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 24 TOWNSHIP 1 SOUTH RANGE 7 EAST, BEING MARKED BY A U.S. GLO BRASS CAP 1911, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A 1/2 INCH REBAR WITH NO MARKINGS, BEARS NORTH 00 DEGREES 36 MINUTES 56 SECONDS WEST, 377.08 FEET;

THENCE CONTINUING ALONG SAID RANGE LINE, NORTH 00 DEGREES 39 MINUTES 07 SECONDS WEST, 2633.06 FEET TO THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 7 EAST, FROM WHICH THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 8 EAST, BEING MARKED BY A U.S. GLO BRASS CAP 1911, BEARS NORTH 00 DEGREES 32 MINUTES 24 SECONDS WEST, 384.90 FEET;

THENCE CONTINUING ALONG SAID RANGE LINE, NORTH 00 DEGREES 38 MINUTES 27 SECONDS WEST, 2637.95 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 13, BEING MARKED BY A CITY OF MESA BRASS CAP IN HANDHOLE;

THENCE CONTINUING ALONG SAID RANGE LINE, NORTH 00 DEGREES 37 MINUTES 35 SECONDS WEST, 2637.63 FEET TO THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 7 EAST, BEING MARKED BY A CITY OF MESA BRASS CAP IN A HAND HOLE, FROM WHICH THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 8 EAST, BEARS NORTH 00 DEGREES 39 MINUTES 10 SECONDS WEST, 389.32 FEET, BEING MARKED BY A PK NAIL WITH TAG LS #28237;

THENCE CONTINUING ALONG SAID RANGE LINE, NORTH 00 DEGREES 39 MINUTES 10 SECONDS WEST, 75.01 FEET;

THENCE DEPARTING SAID RANGE LINE, SOUTH 89 DEGREES 37 MINUTES 16 SECONDS EAST, 1403.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, FROM WHICH THE CENTER BEARS SOUTH 87 DEGREES 35 MINUTES 22 SECONDS EAST, 1057.78 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04 DEGREES 03 MINUTES 48 SECONDS, AN ARC LENGTH OF 75.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, FROM WHICH THE CENTER BEARS NORTH 00 DEGREES 22 MINUTES 44 SECONDS EAST, 10,000 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 10 MINUTES 01 SECONDS, AN ARC LENGTH OF 2123.54 FEET TO REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10,000 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 33 MINUTES 00 SECONDS, AN ARC LENGTH OF 2015.84 FEET TO THE NORTH LINE OF SAID SECTION 18;

THENCE NORTH 89 DEGREES 45 MINUTES 42 SECONDS EAST, ALONG SAID NORTH LINE, 703.03 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17, BEING MARKED BY A BRASS CAP IN HAND HOLE;

THENCE NORTH 89 DEGREES 45 MINUTES 01 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, 2642.26 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 17, BEING MARKED BY A U.S. GLO BRASS CAP;

THENCE NORTH 89 DEGREES 47 MINUTES 05 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, 2643.87 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17, BEING MARKED BY A BRASS CAP STAMPED "S8/S9/S17/S16 LS #35306";

THENCE SOUTH 00 DEGREES 17 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2641.27 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 17;

THENCE SOUTH 00 DEGREES 17 MINUTES 40 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, 2641.37 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, BEING MARKED BY A U.S. GLO BRASS CAP;

THENCE SOUTH 00 DEGREES 16 MINUTES 27 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, 2640.94 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 20, BEING MARKED BY A U.S. GLO BRASS CAP;

THENCE SOUTH 00 DEGREES 15 MINUTES 27 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, 2641.55 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 20, BEING MARKED BY A U.S. GLO BRASS CAP;

THENCE SOUTH 89 DEGREES 46 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 2643.35 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 20, BEING MARKED BY A U.S. GLO BRASS CAP;

THENCE SOUTH 89 DEGREES 48 MINUTES 18 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, 2643.70 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE;

THENCE SOUTH 89 DEGREES 45 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 19, 702.14 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10,000 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 17 MINUTES 44 SECONDS, AN ARC LENGTH OF 1971.47 FEET TO A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10,000 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 55 MINUTES 54 SECONDS, AN ARC LENGTH OF 2082.47 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 53 SECONDS WEST, 1419.06 FEET TO THE **POINT OF BEGINNING**.

SAID PARCELS CONTAIN 121,232,960 SQUARE FEET OR 2,783.13 ACRES MORE OR LESS.





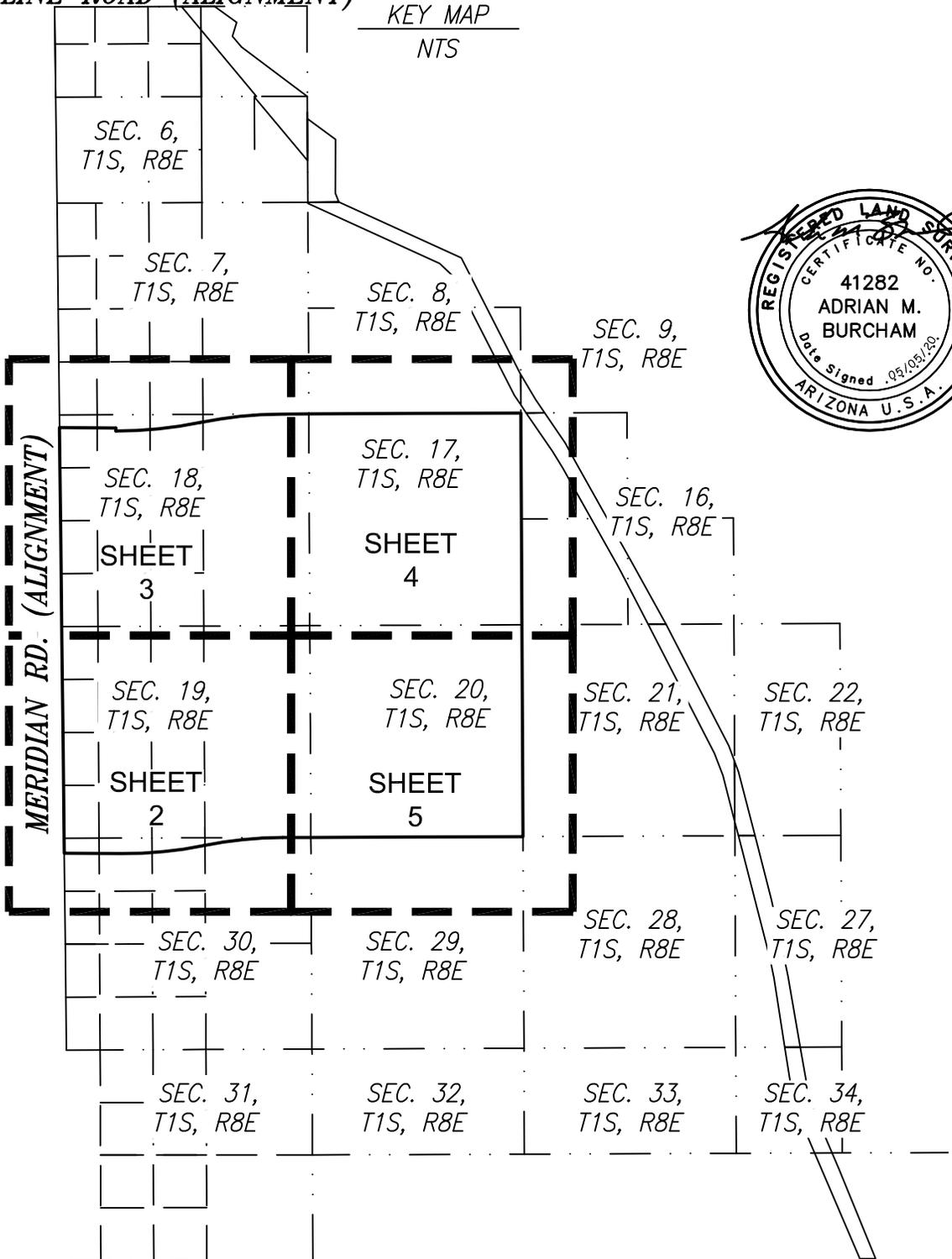
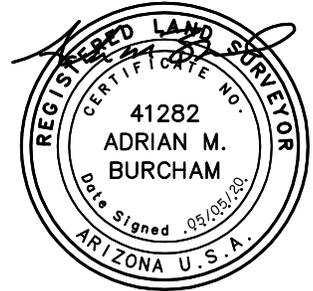
HUBBARD
ENGINEERING

www.hubbardengineering.com

1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313

BASELINE ROAD (ALIGNMENT)

KEY MAP
NTS



ASLD 8500
AUCTION PROPERTY BOUNDARY
EXHIBIT "A-1"
Pinal County, Arizona

Project No.
19123

Date
05/05/20

Project Manager
ADRIAN BURCHAM

Project Eng.

Sht. 1 of 6

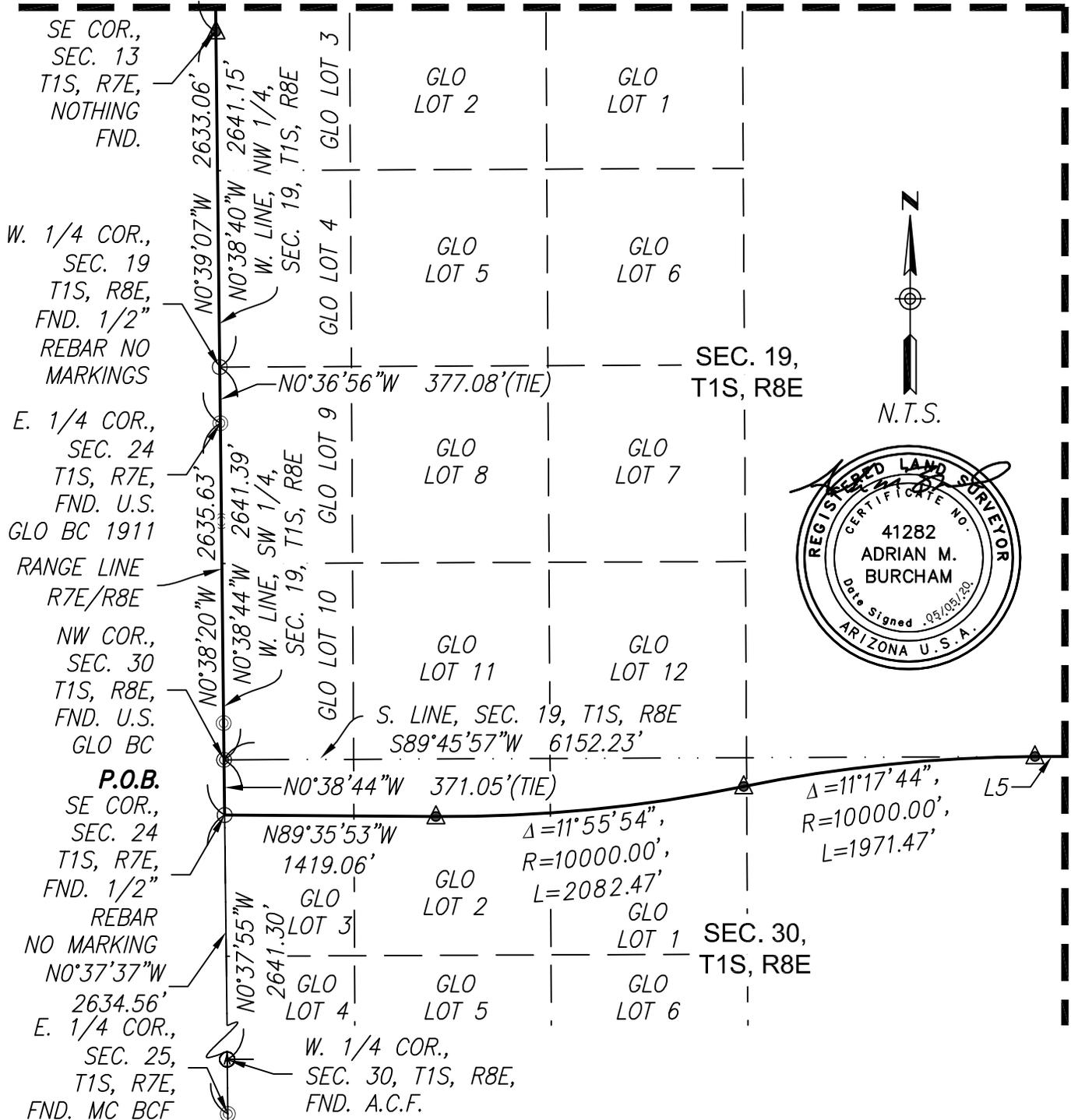


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SEE SHEET 3



ASLD 8500
AUCTION PROPERTY BOUNDARY
EXHIBIT "A-1"
Pinal County, Arizona

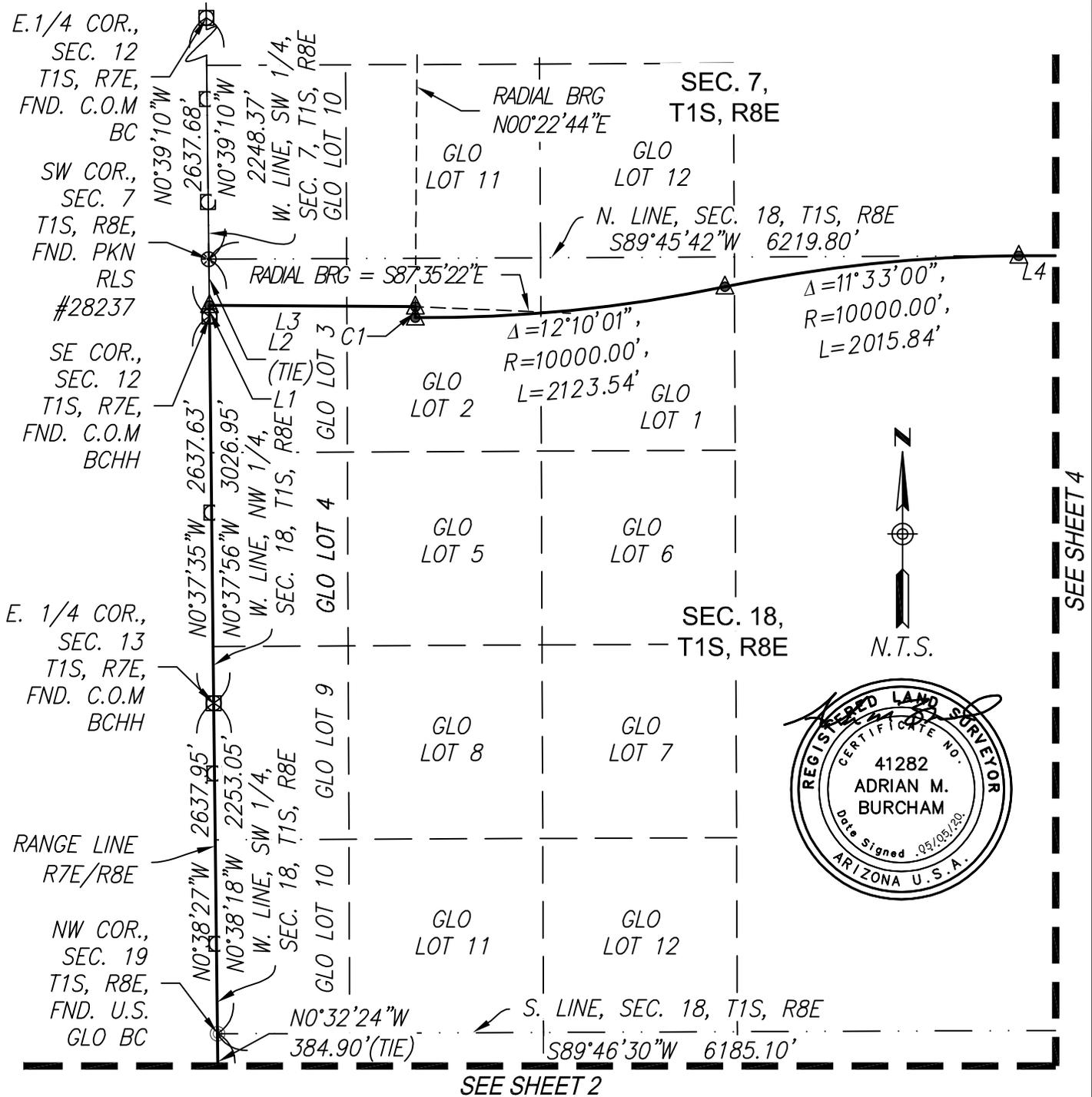
Project No. 19123	Date 05/05/20	Sht: 2 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	



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ASLD 8500
AUCTION PROPERTY BOUNDARY
EXHIBIT "A-1"
Pinal County, Arizona

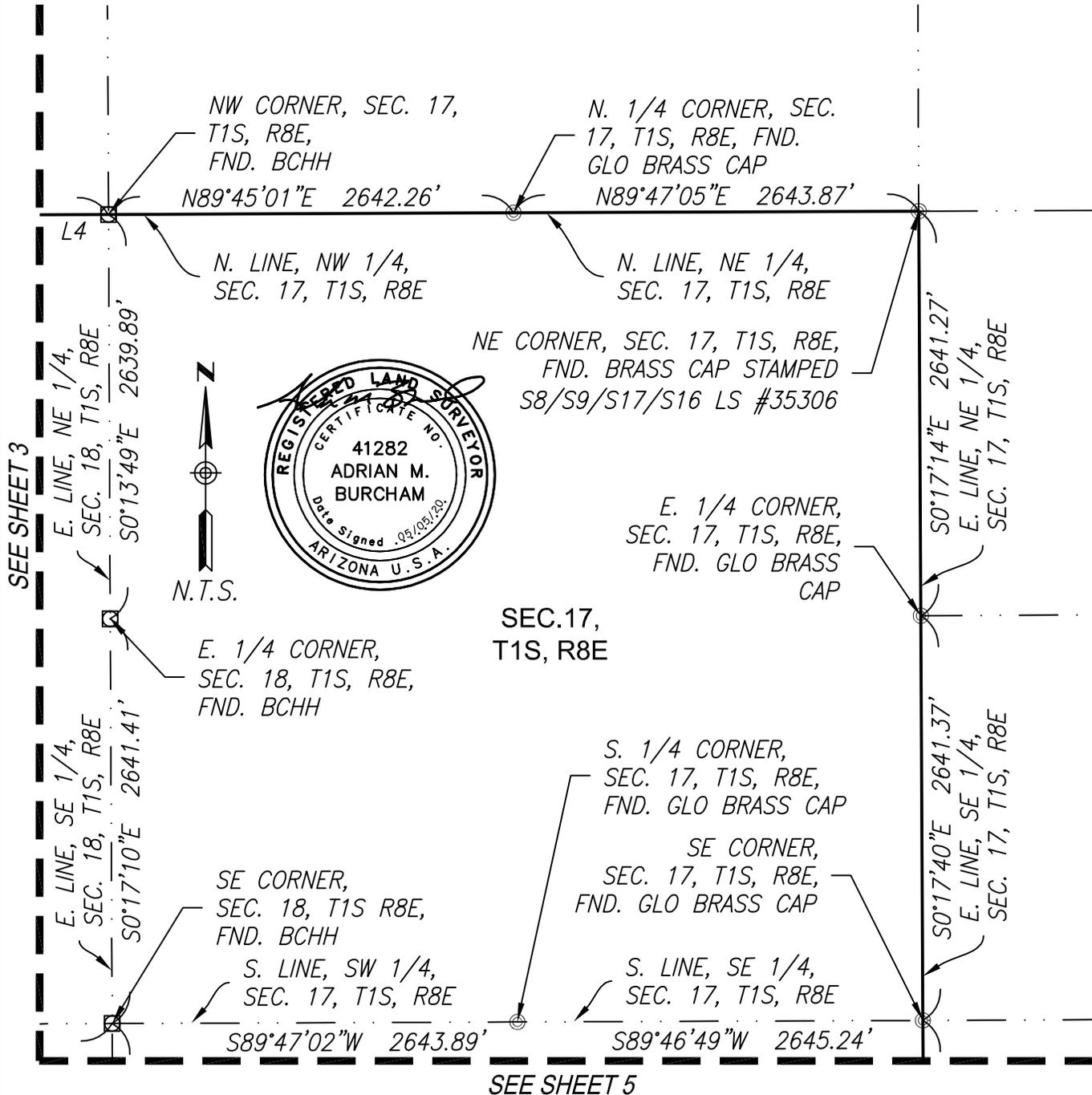
Project No. 19123	Date 05/05/20	Sht: 3 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	



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ASLD 8500
AUCTION PROPERTY BOUNDARY
EXHIBIT "A-1"
Pinal County, Arizona

Project No. 19123	Date 05/05/20	Sht: 4 of 6
Project Manager ADRIAN BURCHAM	Project Eng.	

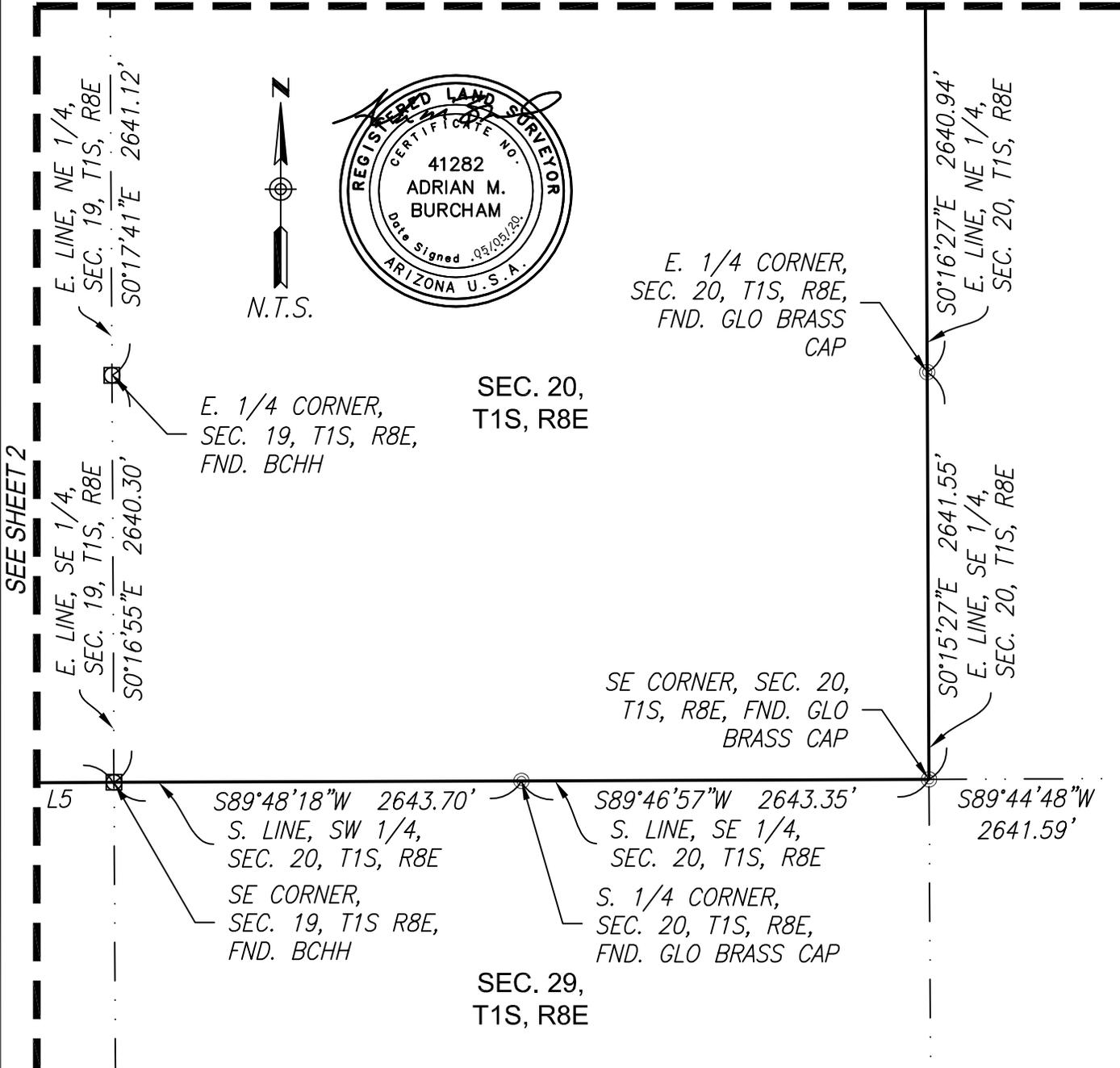


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SEE SHEET 4



ASLD 8500
AUCTION PROPERTY BOUNDARY
EXHIBIT "A-1"
Pinal County, Arizona

Project No.
19123

Date
05/05/20

Project Manager
ADRIAN BURCHAM

Project Eng.

Sht: 5 of 6



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N0°39'10"W	75.01'
L2	N0°39'10"W	389.32'
L3	S89°37'16"E	1403.26'
L4	N89°45'42"E	703.03'
L5	S89°45'57"W	702.14'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	4°03'48"	1057.78'	75.02'	N00°22'44"E 75.00



ASLD 8500
AUCTION PROPERTY BOUNDARY
EXHIBIT "A-1"
Pinal County, Arizona

Project No.
19123

Date
05/05/20

Project Manager
ADRIAN BURCHAM

Project Eng.

Sht: 6 of 6