RESOLUTION NO. 21-49

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO THE SUPERSTITION VISTAS DEVELOPMENT AGREEMENT FOR THE AUCTION PROPERTY WITH D.R. HORTON, INC.

WHEREAS, on November 4, 2020, D.R. Horton, Inc. ("Developer") was the successful bidder at a public auction conducted by the Arizona State Land Department ("ASLD") for approximately 2,800 gross acres of real property (the "Property") located within the roadway alignments of Elliot Avenue, Idaho Road, Ray Avenue, and Meridian Drive, currently under unincorporated Pinal County jurisdiction; and

WHEREAS, as the successful bidder, Developer was thereby entitled to purchase the Property from ASLD with the express condition that the Developer entitle and develop the Property as a mixed-use master planned community, and

WHEREAS, on June 16, 2021, the mayor and city council passed Resolution No. 21-25 authorizing a procedural pre-annexation agreement between the City and Developer to address the timing of Annexation and subsequent potential approval of the Development Agreement ("Agreement") and rezoning; and

WHEREAS, the City desires to enter into the Agreement with the Developer, annex the Property into the City's municipal limits in accordance with A.R.S. § 9-471, process applications in the City requesting rezoning the property to master planned community zoning districts, process applications in the City requesting the formation of two community facilities districts ("CFDs") and develop the property to provide for quality growth in the area, improve and enhance the economic welfare of the residents of the City and ensure that the Property is developed in accordance with the Agreement; and

WHEREAS, the City has determined that the development of the Property pursuant to this Agreement will result in significant public benefits to the City and its residents; and

WHEREAS, the Agreement is authorized under A.R.S. § 9-500.05 to facilitate the annexation, rezoning and development of the Property by providing for conditions, terms, restrictions, and requirements for annexation by the City; and

WHEREAS, this Agreement, for purposes of Apache Junction City Code ("A.J.C.C."), Vol. II, Land Development Code, Chapter 1: Zoning Ordinance, Article 1-4: Zoning Districts, § 1-4-2 Master Planned Community ("MPC") District, Subsection I, Development Agreement, requires that the Agreement be processed and adopted concurrently with the rezoning.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION ARIZONA, that:

The mayor is authorized to enter into the Superstition Vistas Development Agreement for the Auction Property between the City of Apache Junction and D.R. Horton, Inc., a copy of which is attached.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS ____ DAY OF _____, 2021.

SIGNED AND ATTESTED TO THIS ____ DAY OF _____, 2021.

_____
WALTER "CHIP" WILSON
Mayor

ATTEST:

_____
JENNIFER PENA
City Clerk

APPROVED AS TO FORM:

_____
RICHARD J. STERN
City Attorney

EXHIBIT A

When recorded, return to:

City Attorney
City of Apache Junction
300 Superstition Boulevard
Apache Junction, Arizona 85119

DEVELOPMENT AGREEMENT
FOR
SUPERSTITION VISTAS

THIS DEVELOPMENT AGREEMENT FOR SUPERSTITION VISTAS (this **"Agreement"**) is entered into _____, 2021, by and between the City of Apache Junction, an Arizona municipal corporation (the **"City"**) acting by and through its mayor and city council (the **"Council"**), and D.R. Horton, Inc. a Delaware corporation (**"Developer"**). The City and the Developer are sometimes referred to herein collectively as the **"Parties"** or individually as a **"Party."**

RECITALS:

A. The subject of this Agreement consists of approximately 2,800 gross acres of real property made available to Developer in 2020 by public auction conducted by the Arizona State Land Department ("**ASLD**") located within the roadway alignments of Elliott 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. The Property was land granted to the ASLD in trust by the Arizona-New Mexico Enabling Act and administered by the State Land Commissioner (the "**Commissioner**") and ASLD pursuant to Article 28 of the Enabling Act, Article 10 of the Arizona Constitution, and Arizona Revised Statutes ("**A.R.S.**") § 37-101 *et seq*. The Parties acknowledge that the Arizona Legislature granted the Commissioner authority to determine appropriate uses of state trust ("**Trust**") lands and the Parties further acknowledge that any agreement permitting the City to annex the Property and any future zoning uses of the annexed Property must serve the financial interests of the Trust.

C. 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. 53-120190 and subject to the terms of the Participation and Infrastructure Contract Regarding ASLD Sale No., 53-120190, executed on November 12, 2020 between the ASLD and the Developer ("**Participation Contract**") with the express condition that the Developer entitle and develop the Property as a mixed-use master planned community.

D. ASLD has, by its execution of this Agreement as a consenting party only and with no intent or obligation to be bound by the terms herein, consented to the recordation of this Agreement with the Pinal County Recorder's Office by the City upon full execution by the Parties and the ASLD (as a consenting party).

E. The ASLD and the Parties desire to have the Property annexed by the City (the **"Annexation"**) and to receive Council approval for zoning the Property to the Master Planned Community ("**MPC**") zoning district, as more particularly described in the MPC Zoning Ordinance and Development Plan currently pending approval from the City in Case No. P-21-50-MPC, (**"Rezoning"**).

F. The City desires to annex the Property into the corporate limits of the City, to be developed as an integral part of the City, to provide for the orderly, controlled, and quality growth in the area, to improve and enhance the economic welfare of the residents of the City, to ensure that the Property is developed in accordance with this Agreement, Rezoning and applicable City standards, and to ensure efficient use of City resources.

G. The City has determined that the development of the Property pursuant to this Agreement will result in significant planning, economic, and other public purpose benefits to the City and its residents by, among other things: (i) the construction of certain public improvements, (ii) conformance of the Rezoning to the City's General Plan 2020-2050 currently in effect; and (iii) an increase in revenues to the City.

H. The City recognizes the magnitude and cost of the services/infrastructure necessary to properly serve the development and because it prefers not to pass on such costs to existing residents, City will consider various forms of development-based public infrastructure financing allowed under Arizona law. Accordingly, it is contemplated that one or more community facilities districts (each, a "**CFD**") will be formed within the boundaries of the Property for the purpose of financing the construction of infrastructure within the Property, but not for any ongoing utility operations or deliveries. It is instead contemplated that all water service within the Property will be provided only by the Apache Junction Water Utilities Community Facilities District ("**WUCFD**"), and all sewer service within the Property will be provided only by the Superstition Mountains Community Facilities District No. 1 ("**SMCFD**").

I. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05, to facilitate the Annexation, proper municipal zoning designation, and development of the Property by providing for, among other things, conditions, terms, restrictions, and requirements for the Annexation by the City and other matters related to the development of the Property. This Agreement constitutes a "development agreement" for purposes of Apache Junction City Code ("A.J.C.C."), Vol. II, Land Development Code, Chapter 1: Zoning Ordinance, Article 1-4: Zoning Districts, § 1-4-2 Master Planned Community ("MPC") District, Subsection I, Development Agreement, which requires that a development agreement be processed and adopted concurrently with the Rezoning.

J. The Parties entered into a Procedural Pre-Annexation Agreement, dated June 16, 2021 and recorded in the Office of the Pinal County Recorder as Document No. 2021-102467

("**Procedural Pre-Annexation Agreement**") to address the timing of Annexation and subsequent potential approval of this Agreement, the Rezoning, and CFD formation.

K. The Parties acknowledge that development of the Property is a major undertaking for the Parties and that the Developer will incur substantial expenses in reliance on this Agreement and the approval of the Rezoning including, without limitation, costs to design and construct lots, streets, sewer and water lines, other utility lines and infrastructure, park, police and library sites, trails and other amenities, professional and consulting fees, application fees, and other costs, fees and expenses. Therefore, the Developer requests protection of development rights in order that the Developer will be allowed to complete the development of the Property in accordance with the Rezoning over the period of years permitted by this Agreement. Likewise, City requests assurances from the Developer that the development of the Property will comply with the Rezoning and the terms and conditions of this Agreement.

L. Pursuant to A.R.S. § 9-471(L) the City is required, upon annexation, to adopt a zoning classification for the Property that permits density and uses no greater than those permitted by Pinal County immediately before the Annexation. The Property is currently zoned General Rural (1.25 acre per dwelling unit) in Pinal County. The City's equivalent zoning category is General Rural Low Density Single-Family Detached Residential ("RS-GR").

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Term and Termination.

1.1 Effective Date and Term. This Agreement will be effective upon the date it is approved by the Council (the **"Effective Date"**). This Agreement will remain in full force and effect until December 31, 2046 (the **"Term"**), or as extended by mutual written consent of the Parties but no later than December 31, 2056, after which time this Agreement will automatically terminate without the necessity of any notice, agreement or recording by or between the Parties.

1.2 Termination Upon Sale of Subdivided Lots. It is the intention of the Parties that although recorded, this Agreement will not create conditions or exceptions to title or covenants running with the Property when sold to the end purchaser or user. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement will automatically terminate without the execution or recordation of any further document or instrument as to any lot that; (1) has been finally subdivided, individually (and not in bulk) leased (for a period of longer than one year) or sold to the end purchaser or user thereof; and (2) fully developed by such purchaser or user (a **"Subdivided Lot"**), and thereupon such Subdivided Lot will be released from and no longer subject to or burdened by the provisions of this Agreement. The term "Subdivided Lot" will include commercial parcels, school and other public parcels, and common areas within the

Property as well as the residential lots into which the Property is divided and sold. The **"end purchaser or user"** of the commercial parcels and school and other public parcels means the Party purchasing or otherwise acquiring such parcels from the Developer or its successor and developing such parcels for their intended use. The **"end user"** of the common areas within the Property means the applicable property owners' association.

1.3 Termination Upon Rescission of Annexation. It is the intention of the Parties that, although recorded, this Agreement will not create conditions or exceptions to title or covenants running with the Property if the Annexation Ordinance is repealed pursuant to the Procedural Pre-Annexation Agreement. Accordingly, if pursuant to the terms of the Procedural Pre-Annexation Agreement, the Annexation Ordinance is repealed, then this Agreement will automatically terminate without the execution or recordation of any further document or instrument and any title company insuring any interest in the Property may rely on same. Notwithstanding the foregoing, if desired by the Developer or the ASLD to alleviate any concern as to the effect of this Agreement on the status of title to the Property, at any time after the repeal of the Annexation Ordinance pursuant to the terms of the Procedural Pre-Annexation Agreement, the Developer or the ASLD may unilaterally record against the Property a notice of termination, without the joinder or consent of any other person or entity, confirming that the approved Annexation Ordinance was repealed, and reflecting that as such this Agreement has terminated by its terms. Any title company insuring any interest in any of the Property may thereafter rely on such notice of termination as being effective against all Parties and their respective successors and assigns.

2. Annexation and Rezoning.

2.1 General Plan. The City has reviewed the Rezoning and has determined that the Rezoning is in conformance with the General Plan and in conformance with the types of land uses desired by the City for the Property.

2.2 Rezoning Ordinance Availability. If the final ordinance annexing the Property into the corporate limits of City (the **"Annexation Ordinance"**) is adopted by the Council, the City will ensure that the Rezoning ordinance will be "available" (as defined in A.R.S. § 19-142) on the day following the date of passage. Upon thirty (30) calendar days after Council approval of the Rezoning, the Rezoning becomes an integral part of the City's zoning regulations for the Property and all future development on the Property shall be in conformity with the Rezoning. Developer shall be authorized to implement the Rezoning, and will be accorded all appropriate approvals necessary to permit the Developer to implement the Rezoning, subject to the City's approval of site plans, subdivision plats and other similar items in accordance with the Governing Documents. Pursuant to the Governing Documents and the Rezoning, all approvals (and any appeals thereof) of preliminary subdivision plats and site plans are administrative actions. References hereafter in this Agreement to the Rezoning shall mean the Rezoning, as approved by Council by its authorizing ordinance, together with all stipulations and other provisions contained in the Rezoning.

3. Development of Property.

3.1 Regulation of Development. The development of the Property shall be in accordance with this Agreement and the Rezoning (collectively, the "**Governing Documents**"). The Governing Documents shall control over any conflicting City ordinances, rules, regulations, standards, procedures, and administrative policies, and shall be the primary regulations used by the City when reviewing and approving submittals within the Property. All applicable federal, state, and county rules and regulations, and all City ordinances and City standards, procedures and policies adopted now or in the future except for those City ordinances and City standards, procedures and policies in conflict with the Governing Documents (collectively, the "**Rules**") shall apply to development of the Property. If there is a conflict between the Rezoning and this Agreement regarding an issue, then the document that more specifically addresses the issue shall control.

3.2 Anti-Moratorium. The Parties hereby acknowledge and agree that the development of the Property will be phased and that, for the Term of this Agreement, no moratorium shall be imposed except as permitted by A.R.S. § 9-463.06, as that statute is in effect on the Effective Date.

3.3 Timing of Development. The development of the Property, including the Infrastructure, is intended by the Developer to be carried out sequentially over a significant number of years. Development of the Property is contemplated to progress in areas that may be non-contiguous until all of the Property is developed.

3.4 Development Rights. In consideration of the expenditures by the Developer for the design and planning of the Property, the Rezoning, if and once approved, shall be deemed contractually vested as of the Effective Date for the Term (subject to this Agreement) and the Developer and successor owners of the Property shall have a right to undertake and complete the development and use of the Property in accordance with the Rezoning and this Agreement. The Developer and any such successor owner will remain bound by the Governing Documents as to the planning and construction of the Infrastructure.

3.5 No Dedications or Exactions. Unless mutually agreed upon in writing, and except for the dedications and requirements identified in the Rules and Governing Documents, the City agrees that it shall not attempt to acquire or require (through zoning, Development Unit Plans (as defined in the Rezoning), subdivision, subdivision stipulations, site plan approvals or stipulations or otherwise) any reservations, conditions, or further dedications of portions of the Property or easements or other rights over portions of the Property (collectively "**Requirements**"), or money or other things of value in lieu of such Requirements.

3.6 Continued Agricultural Operations. The City recognizes that the Developer may continue existing agricultural and ranching operations. Agricultural and ranching operations may include, but not be limited to, grazing, agricultural activities, and other operations ancillary to agricultural and ranching operations; provided, however, that such operations will not be permitted to include construction of any permanent improvements or dairy farming operations and any temporary improvements must be related to the continuation of existing agricultural and ranching operations. The City agrees that such agricultural and ranching operations will not be

affected by this Agreement and will not be the basis for any claim of breach of this Agreement or the Rezoning.

3.7 Age Restricted Residential Units. The Developer shall locate no more than 1,000 age-restricted residential units that qualify for the "Housing for Older Persons" exemptions from liability for familial status discrimination, as provided in the Fair Housing Act (42 U.S.C. 3601 *et seq*.) ("**Age Restricted Units**"), on each of Development Unit 1 and Development Unit 2 (for a total of 2,000 total Age Restricted Units on the Property). Age Restricted Units may not be transferred between Development Units. The Developer may not submit building permit applications for Age Restricted Units until at least 1,000 building permits have been issued for the construction of homes on the Property that are not Age Restricted Units.

4. Infrastructure and City Services.

4.1 Public Benefits. The Rezoning includes the Master Non-potable Water Plan, the Master Water Plan, the Master Drainage Plan, the Master Transportation Report, and the Master Wastewater Plan (collectively the **"Master Reports"**). The Master Reports provide details for the coordinated planning, design, engineering, construction, acquisition, installation, and/or provision of services/infrastructure improvements, and such details are expected to be further developed and refined during the Development Unit Plan process or subdivision or site plan process described in the Rezoning (collectively, the Master Reports, as subsequently developed and refined are the "**Infrastructure Plan**"). The Infrastructure Plan describes the appropriate public and private infrastructure improvements of the type described therein for the development of the Property contemplated by the Rezoning and the design standards for such infrastructure improvements (collectively, the "**Infrastructure Improvements**"). Each component or segment of the Infrastructure Improvements identified in the Infrastructure Plan, as well as those Infrastructure Improvements not referenced in the Infrastructure Plan but specifically set forth in this Agreement shall be referred to herein, individually and collectively, as the "**Infrastructure**." If subsequent updates of the Master Reports, or other reports submitted at the Development Unit Planning level, demonstrate the need for additional Infrastructure within the relevant Development Unit, adjacent to the Development Unit, or at any point off the Property, beyond those described in the Master Reports or this Agreement, the Developer shall pay for such additional Infrastructure, or increase in the size of the planned Infrastructure (provided, however, that any additional Infrastructure shall be the financial responsibility of the Developer only if such additional Infrastructure is necessary to serve the portion of the Property for which the Reports have been updated due to changed on-site circumstances, as opposed to changes off the Property in land use or use of Infrastructure).

4.2 Construction. The Developer shall have the right, at any time after the execution of this Agreement, to construct or cause to be constructed and installed any or all portions of the Infrastructure that relate to the portions of the Property developed by the Developer and thereafter to dedicate land on which such Infrastructure is located, subject to the City's or other applicable jurisdiction's acceptance of the land and such Infrastructure in accordance with the Governing Documents and Rules. All such construction performed by the Developer shall be performed in compliance with the Governing Documents and Rules. The Developer, its agents, and employees, shall have the additional right, upon receipt from the City of an appropriate permit, as required by the Rules, to enter and remain upon and cross over any City easements or

rights-of-way to the extent reasonably necessary to permit construction of the Infrastructure, or reasonably necessary to maintain or repair such Infrastructure, all as allowed by the permit, provided that the Developer's use of such easements and rights-of-way shall not materially impede or adversely affect the City's use and enjoyment thereof and provided that the Developer shall restore such easements and rights-of-way to their condition prior to Developer's entry (subject to ordinary wear and tear, casualty damage, and damage caused by third parties not engaged by or affiliated with Developer) upon completion of such construction, repairs or maintenance. Subject to obtaining the required permit from the City, and as allowed by the terms of such permit once obtained, the prior dedication of any easements or rights of way to the City shall not affect or proscribe the Developer's right to construct install, and/or provide Infrastructure thereon or thereover. The City, as necessary to implement the Infrastructure Plan, shall cooperate reasonably with, at the sole cost of the Developer: a) the abandonment or extinguishments of any unnecessary public rights-of-way or easements currently located on the Property and not otherwise used or required by other members of the public; (b) the Developer's requests or applications with Pinal and Maricopa Counties, the City of Mesa, the Town of Queen Creek or other governmental entities regarding the abandonment or extinguishments or acquisition of public rights-of-way or easements necessary to develop the Property; (c) establishing intergovernmental agreements with Pinal or Maricopa Counties, the City of Mesa, the Town of Queen Creek or other governmental entities adjacent to the City's corporate limits regarding the construction standards for improvement of roads adjacent to the Property; (d) the Developer's requests to work with adjacent landowners regarding the installation of consistent landscaping within and next to perimeter arterial roadways; and (e) the Developer's requests for assistance in acquiring necessary off-site public rights-of-way or easements. If such acquisition is determined to be feasible only by payment of above-market value, the Parties will attempt to find an alternative location for or consider deferring construction of the Public Infrastructure for which the necessary public rights-of-way or easements are required. However, in no case shall the City be obligated to provide funds for such alternative location in these situations.

4.3 At-Risk Grading and Infrastructure. Because development of the Property requires significant grading and earth moving and infrastructure improvements, at the Developer's request, the City agrees to issue an at-risk permit to the Developer after Annexation, Rezoning and pre-plat submittal and after Developer receives any required Arizona Department of Environmental Quality approval. For the avoidance of doubt, issuance of an at-risk grading or Infrastructure Improvement Plan permit does not constitute final plan approval by the City, and any work, services or materials accomplished or acquired by the Developer pursuant to any at-risk permit is done at the financial risk of the Developer.

4.4 Infrastructure Assurance. Prior to the construction of any Infrastructure, the City may require the Developer and/or its designees, grantees or buyers under contract, to provide assurances, as required by the Rules, that the construction or installation of such Infrastructure being undertaken by the Developer within a particular subdivision or site plan or other Infrastructure Improvements directly related to such subdivision or site plan will be completed (**"Infrastructure Assurance"**). Once the required Infrastructure Assurance has been provided, the Developer (or, as applicable, the Developer's assignees, designees, grantees and purchasers under contract) will have the right, with the approval of the City, which approval will not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any other form of Infrastructure Assurance. Permitted forms of

Infrastructure Assurance are (see A.J.C.C., Vol. II, Land Development Code, § 10-7-4, Public Improvement Assurance Alternatives):

A. Irrevocable letter of credit, in a form reasonably acceptable to Developer, the City Engineer and the City Attorney, from a recognized financial institution reasonably acceptable to the City, authorized and licensed to do business in the State of Arizona;

B. Cash or certified bank funds, said funds to be deposited in a financial institution to the credit of the City;

C. A surety bond, in a form reasonably acceptable to Developer, the City Engineer and the City Attorney, executed by an Arizona qualified surety reasonably acceptable to the City and licensed to do business in the State of Arizona;

D. Withhold certificates of occupancy for structures for which the Infrastructure is required, in the form attached hereto as Exhibit C;

E. Any other method of assurance and amount of assurance agreed upon by the Parties in writing.

4.5 Dedication/Acceptance of Services/Infrastructure. The Parties hereto acknowledge and agree that the Rezoning and this Agreement provide that the Developer will convey to the City certain completed segments or components of the Infrastructure in fee simple, including but not limited to the underlying land (the "**Public Infrastructure**"). Pursuant to the Rules, the City may accept segments or components of the Public Infrastructure that will be located under a public street or roadway before it accepts the street or roadway.

A. Warranty. Developer or its assignee shall give the City one-year warranties for all Public Infrastructure, which warranties shall begin on the respective date that the City accepts such Public Infrastructure as provided in this section. Any material deficiencies in the material or workmanship identified by City staff during the one-year warranty period shall be brought to the attention of the Developer or its assignee who provided the warranty, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City Engineer. Continuing material deficiencies in a particular portion of a Segment or Component of the Infrastructure shall be sufficient grounds for the City to require the proper repair of, or the removal and reinstallation of, that portion of the Infrastructure that is subject to such continuing deficiencies and an extension of the warranty for an additional one-year period for such repairs. Regardless of whether the warranty period has expired, the Developer agrees to repair any damage to the Infrastructure caused by the Developer's construction activities on the Property. Nothing herein shall prevent the City or Developer from seeking recourse against any third party for damage to the Infrastructure caused by such third party.

B. Acceptance, Operation, and Maintenance. So long as such Infrastructure is constructed in accordance with the approved plans and Governing Documents, as verified by the inspection of the completed improvements by the City Engineer, all punch list items have been completed, to the City's relevant and reasonable

satisfaction, and the Infrastructure is free of any liens and encumbrances, the Developer will convey title to the City and the City shall accept such conveyance. Acceptance of any Public Infrastructure is expressly conditioned upon Developer providing a warranty for the Infrastructure Improvement as provided in paragraph A of this Section 4.5. Developer, at no cost to the City, shall dedicate, convey or obtain, as applicable all rights-of-way, rights of entry, easements and/or other use rights, wherever located, as useful or necessary for the operation and maintenance of the Public Infrastructure dedicated to and accepted by the City. Upon acceptance, and except as otherwise provided in this Agreement, the City, at its own cost and expense, shall maintain, repair, and operate such Public Infrastructure.

4.6 Access to Infrastructure. The Participation Contract requires the Developer to construct certain Infrastructure, which is included in the Master Reports. In exchange for the Developer's agreement to construct such Infrastructure, the ASLD agreed that no purchaser of all or any part of property owned by ASLD and located adjacent to the Property as depicted on the attached Exhibit D (**"Retained Property**") may connect to or utilize any Infrastructure for a period beginning on the date of this Agreement and ending on November 12, 2028 ("**Access Period**"). The City agrees that it will not permit any owner of the ASLD Retained Property to connect to or utilize any Infrastructure constructed by the Developer during the Access Period unless approved by the Developer and ASLD.

4.7 Transportation.

A. Transportation Infrastructure. The Developer will construct or arrange for the construction of the streets, roadways, and parking facilities to be used for motorized vehicular travel, ingress, egress, and parking and pedestrian, bicycle or other facilities to be used for non-motor vehicular travel, ingress, egress, and parking within and adjacent to the Property, including street lighting with underground electric service distribution, and all striping, traffic signals, street sign posts, street name signs, stop signs, speed limit signs, and all other directional/warning/advisory signage as required, all in accordance with the applicable provisions of the Governing Documents, Master Transportation Report, and applicable Development Unit Plans. For all public streets within the Property, the Developer shall dedicate the right-of-way and construct the roadway improvements in accordance with the Governing Documents and any applicable Rules.

B. Landscaping, Specialty Features, and Specialty Materials in Public Streets.

1. Except as otherwise provided herein, the Developer, and its successors and assigns, shall install and maintain the landscaping installed within and adjacent to the road rights-of-way according to the Rules, Governing Documents, and applicable Development Unit Plans and site plans.

2. As permitted and approved pursuant to the Rules and Governing Documents, the Developer may design and install in public streets on the Property, specialty poles for traffic control and street name signs, specialty street and sidewalk lighting, specialty street signage, and specialty paving materials

("**Specialty Features and Materials**"). At the Development Unit Plan stage of the planning process, the Parties will enter into one or more maintenance agreements concerning the Specialty Features and Materials. Each such maintenance agreement shall contain provisions for the Developer to provide the City with: (i) extra quantities of Specialty Features and Materials, in amounts as determined by the City Engineer, in his or her sole discretion, for use in City maintenance, repair and replacement on the public streets; and (ii) funds, on an annual basis, to offset the City's costs to perform maintenance or repair the Specialty Features and Materials in the public streets that exceed the amount the City would have incurred to perform maintenance or repair of standard poles, lighting, signage and paving materials. Each such maintenance agreement shall provide for annual adjustments of the funds provided for the City's excess costs to maintain, repair, and replace the Specialty Features and Materials in the public streets. The Developer may assign its rights and obligations under this subsection to a property owners' association or another developer or owner of the Property; provided that such assignment shall be accompanied by such property owners' association's, developer's or owner's assumption of the Developer's obligations hereunder.

C. Private Streets/Street Naming. The Parties acknowledge and agree that Developer will have the right to retain some interior local streets located within the Property ("**Private Streets**"). At the time of application for platting, the Developer will make an election whether or not to keep any or all of the streets private. In addition, some or all of the Private Streets may be conveyed to one or more property owners' associations created by Developer and/or any successor of the Developer for this and other purposes. The Developer shall have the right to install access control structures across the Private Streets at any portions of the Property. The Developer shall grant to the City or other appropriate public service provider an easement for police, fire, ambulance, solid waste collection, water, gas, storm drain line, or wastewater line installation and repair, and other similar public purposes, over the Private Streets. The Developer, its successors and assigns, shall, at its sole cost and expense, maintain the Private Streets in a manner such that City vehicles may safely, and without undue wear and tear or damage, use the Private Streets for their intended purposes. The Parties agree that new private or public streets shall be named to ensure that the public interest, health, safety, convenience and general welfare are maintained. Street names for major arterials and address numbering conventions shall be in conformance with the Rules. Unique non-arterial street names for streets within the Property may be proposed by the Developer and shall be reviewed and approved by City staff upon the determination by City staff that the unique street names do not compromise public health safety, convenience and general welfare. Address numbering on non-arterial streets shall be in conformance with the Rules.

D. Technology. Subject to compliance with the approval processes contained in the Governing Documents and Rules, the Developer may locate private technology facilities within public or private rights-of-way or public utility facilities easements for purposes of facilitating community communications within the Property, subject to pre-existing licenses or franchises and other City agreements regulating the use of City rights-of-way and state and federal telecommunication laws and regulations.

E. Adjacent Road Construction. The Developer will construct or arrange for the construction of half-street improvements to Meridian Drive, Ray Avenue, Idaho Road, Elliott Avenue, and Ironwood Drive (each a **"City Road"**) in accordance with the Governing Documents, the Master Transportation Report and applicable Development Unit Transportation Reports. For the Auction Property west of Ironwood Drive, the Developer shall complete Ray Avenue adjacent to construction from Meridian Drive to Ironwood Drive in the first phase of development. For the Auction Property east of Ironwood Drive, Ray Avenue may be completed in segments if adjacent development begins at Ironwood Drive and develops east, otherwise Ray Avenue must be constructed in one phase. Idaho Road, Ironwood Drive and Meridian Drive may be constructed in segments if the phased construction is approved by the City Engineer. All construction involving lane closures on Ironwood Drive will be reviewed and approved by the City Engineer. The non-arterial City Roads may be constructed in segments as development of the adjacent portions of the Property occurs.

4.8 Drainage Improvements. The Developer will construct or arrange for the construction of drainage improvements in phases and in accordance with the Rules, Governing Documents, Master Drainage Report, and applicable Development Unit Drainage Reports and after consultation with the Pinal and Maricopa County Flood Control Districts. Such drainage improvements shall include, without limitation, drainage and flood control systems and facilities for collection, diversion, detention, retention, dispersal, use, and discharge as necessary for development of the Property.

4.9 Water. WUCFD will provide water service to the Property pursuant to a separate agreement between Developer and WUCFD.

4.10 Wastewater. SMCFD will provide sewer service to the Property pursuant to a separate agreement entered into between the Developer and the SMCFD.

4.11 Non-potable Water. Non-potable water service to the Property will be subject to an agreement between Developer and WUCFD and/or SMCFD, as appropriate.

4.12 Municipal Services Generally. The City hereby agrees to include the Property in any and all City service areas and to provide the Property with police protection services, park and library service, residential refuse collection, and all other services provided by the City, in a manner comparable to those services provided to all landowners and occupants of the City, subject to the terms of this Agreement.

4.13 Development Fees.

A. Except as provided herein, Developer shall pay City development fees for police, library, and any future adopted categories of fees in accordance with A.R.S. § 9-463.05 and Apache Junction City Code, Vol. II, Land Development Code, Chapter 7: Development Fees, as amended ("Development Fees"). This Agreement constitutes a "credit agreement" pursuant to Apache Junction City Code, Vol. II, Land Development Code, Chapter 7: Development Fees, as amended.

B. Developer shall not receive a credit against the library Development Fee for the donation of the Library Site referenced below.

C. Developer or the CFD shall construct public park improvements of the type for which the parks Development Fee is currently assessed as described in Section 4.17 below ("Public Park Improvements") and at a cost that at a minimum equals what the City would have collected in parks Development Fees for development on the Property. Accordingly, Developer either shall not be assessed a Development Fee or shall receive a credit against the parks Development Fee for parks, trails, open space or related categories that Developer constructs. The City shall cause the City's infrastructure improvements plan to be amended to include the Public Park Improvements.

D. Developer benefits from the portion of Ironwood Drive previously financed by the City through transportation Development Fees and thus shall pay a transportation Development Fee of $800 per single family dwelling unit and multi-family dwelling unit, which the City has determined is the Property's proportionate share of the financed cost ("**Ironwood Fee**"). Developer or the CFD shall construct the City Roads, which are of the type of improvements for which the transportation Development Fee is currently assessed as described in Section 4.7(E). The City has determined that the cost of the City Roads exceeds what the City would have collected in transportation Development Fees for development on the Property. Accordingly, except for the Ironwood Fee, Developer either shall not be assessed the transportation Development Fee or shall receive a credit against the transportation Development Fee for all but the Ironwood Fee. Commercial development on the Property will not pay the Ironwood Fee, as the City has determined that the Property's impacts to Ironwood Drive are mitigated by the $800 per residential unit fee. The City shall cause the City's infrastructure improvements plan to be amended to include the City Roads.

4.14 Community Facilities Districts. It is contemplated that one or more CFDs will be formed within the boundaries of the Property for the purpose of financing development within the Property. SMCFD and WUCFD will be the sole providers of sewer and water service within the Property. If more than one CFD is formed, their respective boundaries will not overlap. The Developer has filed complete applications for formation and pursuant to the Procedural Pre-Annexation Agreement, the City will consider formation of each CFD for which an application is submitted. The Parties acknowledge that one purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure necessary to serve development on the Property as indicated in this Agreement, the Rezoning, and the Master Reports. The City acknowledges and agrees that whenever the Developer is obligated to construct or arrange for the construction of Public Infrastructure, and notwithstanding anything in this Agreement to the contrary, a CFD may construct, arrange for the construction, and/or finance any such Public Infrastructure. Dedication and acceptance of such Public Infrastructure will be in accordance with Section 4.5 of this Agreement and any applicable development agreement entered into by the City, the Developer and a CFD in connection with the formation of a CFD.

4.15 Library. Developer will convey to the City, at no cost to the City, a minimum of twenty (20) acres within Development Unit 1, generally located west of Ironwood Drive south of

Elliott Avenue, and adjacent to the floodway channel ("**DU 1 Public Site**"). Conveyance shall occur concurrently with recordation of the final plat for the DU 1 Public Site and the portion of the Property immediately adjacent to the DU 1 Public Site. The DU 1 Public Site will accommodate a site for a 10,000 square foot library and associated parking ("**Library Site**"), an additional 10,000 square foot public purpose building, a non-potable water lake, and Public Park Improvements to be programmed pursuant to Section 4.17 prior to dedication of the DU 1 Public Site.

4.16 Police. The City may elect to locate an area for a police presence within the Library Site or the 10,000 square foot public purpose building referenced in Section 4.15.

4.17 Public and Private Parks, Recreation and Open Space. Developer shall allocate a minimum of fifteen percent (15%) of the Property to open space. The open space shall include the DU 1 Public Site and an additional twenty (20) combined-acres conveyed to the City on which Public Park Improvements will be located. The open space shall also include landscaped common area, public or private, or any areas maintained by the property owners' association within public right-of-way (excluding medians), setbacks, drainage areas, trail corridors, landscape easements, parks or other natural area or other open space areas. Developer will coordinate with the City to program and design the Public Park Improvements with recreational uses and sports facilities. The Public Park Improvements will be accessible to the public. Developer shall be responsible for tracking the open space and providing the City with an updated calculation of the cumulative total of open space with the submittal of each plat. Developer will not be required to provide a minimum of fifteen percent (15%) of open space on each plat. The Developer and City shall enter into a park maintenance agreement that provides for either the City or the Developer to maintain the Public Park Improvements. The City and the Developer shall mutually agree annually on a baseline level of maintenance and associated cost for the Public Parks. The cost of maintenance above the annual baseline level required by either the City or the Developer will be the responsibility of the respective party.

4.18 Maintenance of Common Areas. The City may require that Developer submit documents necessary for the establishment of a maintenance improvement district ("MID") pursuant to A.R.S. Title 48, Chapter 4, Article 2 for the property included in such final plat and/or require a final plat note regarding maintenance of the landscaping, irrigation, drainage facilities, hardscape and retention areas on tracts within each final plat. If the City requires a MID, the MID assessment to property owners will be $0.00 provided that the property owners' association maintains the landscaping, irrigation, drainage facilities, hardscape and retention areas on tracts within each final plat.

5. Indemnification, Insurance and Risk.

5.1 Developer Indemnification. Developer shall defend, indemnify and hold the City, its mayor and Council, officials, officers, employees, and agents, individually and collectively, harmless for, from and against all losses, expenses (including attorney fees), damages, claims, charges, fines, suits, actions, demands, or other liabilities of any kind ("**Liability**"), including without limitation Liability for bodily injury, illness, death, or for property damage, which shall occur on or adjacent to, or resulting from or arising out of the

performance of the obligations of Developer under this Agreement, and/or the use or occupancy of the Property (including without limitation the construction and maintenance of the Public Infrastructure until such time as the Public Infrastructure are accepted by the City), to the extent directly or indirectly caused by any acts or omissions of the Developer, its boards, officers, employees, agents, or any person under the Developer's direction and control, unless caused by the willful, reckless or negligent acts of the City, its mayor and Council, employees, agents, or any person under the City's direction and control (but not the Developer itself if Developer maintains Public Park Improvements pursuant to Section 4.17). The foregoing indemnity obligations of Developer shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period. Developer shall add on the insurance policy required pursuant to Section 5.3 below by endorsement the City, its mayor and council, officials, employees and agents as additionally insured parties and such additions shall be reflected on the certificate of insurance.

5.2 City Indemnification. The City shall defend, indemnify and hold the Developer, its officers, employees, and agents, individually and collectively, harmless for, from and against all Liability, including without limitation Liability for bodily injury, illness, death, or for property damage, which shall occur on or adjacent to the Property (including without limitation the Public Improvements), or resulting from or arising out of the performance of the obligations of the City under this Agreement, to the extent directly or indirectly caused by any acts or omissions of the City, its employees, agents, or any person under the City's direction and control, unless caused by the willful or negligent acts of the Developer, its employees, agents, or any person under the Developer's direction and control. The foregoing indemnity obligations of the City shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period. City shall add on its insurance policy the Developer, its officers, employees and agents as additionally insured parties and such addition shall be reflected on the certificate of insurance.

5.3 Insurance. While construction on the Property is ongoing, Developer shall, at Developer's sole cost and expense, maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring in, upon or about the Property or Public Improvements. The limitation of liability of such shall not be less than $2,000,000.00 general aggregate and $1,000,000.00 per occurrence.

5.4 Risk of Loss. Subject to Sections 4.5 and 5.2, Developer assumes the risk of any and all loss, damage or claims to any portion of the Public Infrastructure unless and until the Public Infrastructure is accepted by the City in accordance with City standards, as relevant, for acceptance of other public infrastructure.

6. Cooperation and Alternative Dispute Resolution.

6.1 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the Parties shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The Parties may change their representative at any time, but each Party agrees to have a current active representative appointed for discussion and review as further detailed in this Agreement. The initial representative for the City (the "**City Representative**") shall be the City Manager or

his designee, and the initial representative for the Developer (the "**Developer Representative**") shall be the land manager for the Property. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property pursuant to this Agreement.

6.2 Impasse. For purposes of this Section 6.2 only, "**Impasse**" shall mean either a failure of a City department director to make a decision or the Developer's disagreement with a decision of a City department director affecting the Property. The Parties agree that if the Developer believes that an Impasse has been reached with the City on any issue affecting the Property, the Developer shall have the right to appeal to the City Manager for a decision pursuant to this Section. This appeal shall be made in writing and delivered to the City Manager's attention. To facilitate the resolution of such an Impasse, the City Manager shall schedule a meeting with the Developer and the City Manager or a designee within fifteen calendar days (15) of the delivery of written notice of the Impasse, to discuss resolution of the Impasse. Both Parties agree to continue to use reasonable good faith efforts to resolve any such Impasse pending any such appeal to the City Manager. A decision reached by the City Manager may be the basis of Developer's allegation of a default as set forth in Section 6.3. At the meeting of the Parties on the appeal, the Parties will make their best efforts to mutually agree on a method and time frame for resolution of the Impasse. In the event that the parties cannot agree on a resolution to the Impasse at the meeting, the City Manager shall advise the Developer as to the City Manager's decision, which shall be final and binding. The Developer may then choose to challenge such a decision in the superior court or other venue appropriate for the resolution of the disagreement.

6.3 Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) calendar days after written notice thereof from the other Party ("**Cure Period**"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) calendar days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) calendar day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies provided by law or equity. Notwithstanding the foregoing, a default by any owner of a portion of the Property shall not be deemed a default by Developer or any other owner of a different portion of the Property, and the City may not withhold or condition its performance under this Agreement, or terminate this Agreement, as to any owner of a portion of the Property who is not in default of this Agreement. No assignee of this Agreement may enforce this Agreement as against any other assignee of this Agreement.

6.4 Force Majeure. Neither Party, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an **"Enforced Delay"**) due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantines, governor's executive orders, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such

causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular contractors, subcontractors, vendors or investors desired by Developer in connection with the obligations under this Agreement. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

6.5 Duties of the Master Developer. In addition to the duties and obligations undertaken in the Rezoning and elsewhere in this Agreement, the Developer shall have the specific duties and obligations listed in this Section as the "**Master Developer**" of the Property and shall be the "Master Developer" for purposes of this Section and Section 8.6(B).

A. Property Owners' Association. The Master Developer will form one or more property owners' associations to govern the development, operation, use and maintenance of special community features and infrastructure, and to administer and enforce various governance procedures and design review processes.

B. Funding for Customized Review of Submitted Materials. Due to the scale, and scope of the development contemplated for the Property, the Parties acknowledge that: (i) the implementation of the Governing Documents involves unique design and engineering standards, and a significant amount of plan review and engineering work; and (ii) the City's standard turn-around or completion times for many submittals may not be adequate for Developer. Therefore, if Developer wishes to establish customized or expedited review or inspection time parameters for the development of all or any portion of the Property, the Master Developer may enter into a funding agreement, in form and substance acceptable to the Parties, which will include provisions addressing the following issues: (i) identifying additional City staff position(s) or outside consultant(s) that may be necessary to review Development Unit Plans, site plans, subdivision plats, construction plans, and other submitted materials (collectively, the "**Submitted Materials**") or provide land development and construction inspection services (collectively, the "**Inspection Services**") within the timeframes desired by the Developer; (ii) providing for the cooperation between the Parties as to the persons or consultants who are best suited to review the Submitted Materials or provide the Inspection Services; (iii) identifying the time period for which the additional City staff positions and/or outside consultants are necessary; and (iv) any other provision deemed necessary by the Parties. The Parties agree that any portion of the Property may be the subject of a funding agreement, even if such portion of the Property is not owned or developed by Developer.

The Parties will mutually agree on review times applicable to construction documents. In the event the City does not have a sufficient number of personnel to implement an expedited development review process requested by the Developer, or expedited land development and construction inspection services requested by the Developer, the Developer may elect to pay the costs incurred by the City for such private, independent consultants and advisors which may be retained by the City, as necessary, to assist the City in the review and/or inspection process; provided, however, that such consultants shall take instructions from, be controlled by, and be responsible to, the City and not the Developer.

C. Update of the Land Use Budget. The Master Developer shall submit an update to the land use budget set forth in the Rezoning concurrently with the submittal of each subdivision plat (or any revisions to such submittals, in the case of redevelopment). The update shall be in chart form and shall identify the allocation of the land use budget to such Development Unit Plan, site plan, or subdivision plat as well as the remaining unallocated portion of the land use budget.

D. Architectural Review. The Master Developer shall establish an architectural review committee that will be solely responsible for all architectural design review and approval of building elevations, building façades, and landscaping. Such committee shall consist of three members, one City staff member, one Developer representative and one professional from a private architectural firm who is mutually selected by the City and Developer and is paid by both the City and Developer in equal amounts for such architectural review services. The architectural review committee's decisions are final, binding, and not subject to any level of appeal within the City.

E. Updating of Development Schedule. Upon the City's request, but not more often than annually, Developer shall provide an anticipated development schedule based upon then-current Infrastructure needs, residential and commercial real estate market conditions, industry factors, and/or business considerations. Any such modification shall not necessitate an amendment to this Agreement or the Rezoning.

7. Notices and Filings.

7.1 Manner of Service. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by personal delivery, or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section, or by telecopy facsimile machine, or by any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), delivery charges prepaid:

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

Copy to: City of Apache Junction

300 Superstition Boulevard
Apache Junction, Arizona 85119
Attention: City Attorney

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

7.2 Notice. Any notice sent by United States Postal Service certified or registered mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt or refusal to accept receipt by the addressee. Any notice sent by telecopy facsimile machine shall be deemed effective upon confirmation of the successful transmission by the sender's telecopy facsimile machine. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee. Any Party may designate a different person or entity or change the place to which any notice shall be given as herein provided.

8. General.

8.1 Delay; Waiver. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the performing Party or with respect to the particular default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or

remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the default involved.

8.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

8.3 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

8.4 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

8.5 Further Acts. Each of the Parties shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the intent and purposes of this Agreement.

8.6 Time is of the Essence/Assignment.

A. Time of Essence and Successors. Time is of the essence in implementing the terms of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05(D), except as provided below; provided, however, the Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired an interest in the Property or a portion thereof and only pursuant to the terms and conditions of this Section 8.6(C).

B. Assignment to Property Owners' Association or Complete Assignment. Notwithstanding the foregoing, the Parties agree that the ongoing ownership, operation and maintenance obligations provided by this Agreement and the Master Developer's obligations contained in Section 6.5 may only be assigned to one or more property owners' association(s) to be established by the Developer or as part of a complete assignment by the Developer of all rights and obligations of the Developer hereunder. The Developer may assign its rights and obligations to one or more property owners' associations; provided, however, that such assignment to a property owners' association shall be accompanied by such property owners' association's irrevocable assumption of such rights and obligations. The Developer agrees to provide the City with written notice of any assignment of the Developer's rights or obligations in a complete assignment by the Developer of all rights and obligations of the Developer hereunder within a reasonable period of time following such assignment, provided however, such assignment shall be accompanied by the assignee's irrevocable assumption of the Developer's obligations hereunder, and replacement of any of Developer's Infrastructure Assurances set forth in

Section 4.4; and upon the City's receipt of such notice, the Developer's liability hereunder shall terminate as to the obligations assigned.

C. Partial Assignment to Purchasers. The Developer may assign (each, an "**Assignment**") less than all of its rights and obligations under this Agreement to those entities that acquire any portion of the Property (the "**Transferred Parcel**") for development (each an "**Assignee**"). The Developer will be released from its obligations under this Agreement with respect to the Transferred Parcel provided that: (i) the Developer is not in default pursuant to Section 7.3; (ii) the Developer has given the City written notice of the Assignment, which shall include the name, address, and facsimile number for notice purposes; (iii) the City has provided its written consent to the Assignment (except that the City's consent shall not be required for an Assignment by the Developer to Brookfield Homes Holdings LLC or its affiliate ("**Brookfield**") pursuant to Section 8.6(D) below or to an affiliate of the Developer), which consent will not unreasonably be withheld, delayed, or conditioned; (iv) the Assignee has agreed in writing to be subject to all of the applicable provisions of this Agreement and such Assignment provides for the allocation of responsibilities and obligations between the Developer and the Assignee; and (v) such agreement has been recorded in the official records of Pinal County on that portion of the Property owned by such Transferee.

D. Partial Assignment to Brookfield. The City acknowledges that the Developer intends to enter into a purchase agreement to sell Development Unit 2 to Brookfield, with such conveyance to occur on a parcel by parcel basis as partial patents are issued by the ASLD to the Developer ("**Brookfield Purchase Agreement**"). Accordingly, notwithstanding anything in this Agreement to the contrary, the City's consent shall not be required for an Assignment by the Developer to Brookfield with respect to Development Unit 2 upon recordation of a memorandum of the Brookfield Purchase Agreement in the official records of Pinal County, subject to: (i) compliance with the provisions of Section 8.6(C) (other than the City's consent) and (ii) Brookfield's replacement of Infrastructure Assurances for Development Unit 2. Following any such Assignment to Brookfield, (a) the term "Parties" shall mean the City, Developer, and Brookfield, (b) Brookfield shall have all of the rights and obligations of "Developer" and "Master Developer" with respect to Development Unit 2, (c) notwithstanding anything in Section 8.9 to the contrary, amendments to this Agreement that affect only Development Unit 1 shall not require the approval of Brookfield and amendments to this Agreement that affect only Development Unit 2 shall not require the approval of the Developer, and (d) the obligations of Developer and Brookfield shall be several and not joint, and no default by the Developer shall constitute a default by Brookfield or vice versa. If, however, Brookfield does not purchase all of Development Unit 2 from Developer and the Brookfield Purchase Agreement (and recorded memorandum thereof) is terminated, then Brookfield shall only have the rights and obligations of "Developer" and "Master Developer" with respect to those portions of Development Unit 2 purchased by Brookfield, and any amendments to this Agreement that affect those portions of Development Unit 2 that have not been purchased by Brookfield shall not require the approval of Brookfield but shall require the approval of the Developer.

E. Assignment to Financial Institutions/Borrowers/Developers. Notwithstanding any other provisions of this Agreement, the Developer may assign all or

part of its rights and duties under this Agreement to any financial institution from which the Developer has borrowed funds for use in constructing the Infrastructure Improvements or otherwise developing the Property; provided that the documents assigning rights to any financial institution shall be subject to the prior written approval of the City not to be unreasonably withheld, delayed, or conditioned. Additionally, the Developer may assign its rights and duties under this Agreement to another developer, homebuilder or owner, subject to Section 8.6(C) of this Agreement.

8.7 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right to cause of action hereunder, except for transferees or assignees to the extent they assume or succeed to the rights and obligations of the Developer as set forth in this Agreement.

8.8 Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

8.9 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Parties. Within ten (10) calendar days after any approved and executed amendment to this Agreement, such approved and executed amendment shall be recorded in the Official Records of Pinal County, Arizona by the City at its own cost. The Developer anticipates conveying one or more parcels of the Property to other owners. After such conveyance, a subsequent owner shall have no right to consent to or approve any future amendment to the Agreement requested by the Developer if such future amendment relates solely to the development or use of the portion of the Property owned by the Developer. No subsequent owner shall be considered a third-party beneficiary to any future amendments to the Agreement that relate to the portion of the Property not owned by such owner. Neither the Developer nor any future owner may enforce or request that the City enforce the obligations contained in this Agreement as against each other. If a future amendment proposed by the City or a subsequent owner impacts the development or use of another subsequent owner or the Developer's portion of the Property, then the party seeking the amendment shall submit its proposed amendment in writing to the other parties for review and approval. "Development or use" in this Section 9.9 includes land use, infrastructure requirements, and all other issues related to the entitlement, development, and use of the portion of the Property owned by the Developer.

8.10 Names and Plans. The Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Developer in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to the City, such rights pertaining to the portions of the Property so conveyed shall be assigned to the extent that such rights are assignable, to the City. Notwithstanding the foregoing, the Developer shall be entitled to utilize all such materials described herein to the extent required for the Developer to construct, operate or maintain improvements relating to the Property.

8.11 Good Standing; Authority. Each of the Parties represents to the other: (i) that it is duly formed and validly existing under the laws of Delaware, with respect to the Developer or a municipal corporation within the State of Arizona, with respect to the City; (ii) that it is a corporation or municipal corporation duly qualified to do business in the State of Arizona and is in good standing under applicable state laws; and (iii) that the individual(s) executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

8.12 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The Parties acknowledge and agree that, although they believe that the terms and conditions contained in this Agreement do not constitute an impermissible restriction of the police power of the City nor an illegal gift under Arizona Constitution, Art. 9, § 7, and that it is their express intention that such terms and conditions be construed and applied as provided herein, to the fullest extent possible, it is their further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the City, such term or condition shall be construed and applied in such lesser fashion as may be necessary to reserve to the City all such power and authority that cannot be restricted by contract.

8.13 Governing Law/Conflicts of Interest/ Changing Venue. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by the Parties for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event a Party brings suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees (inclusive of professional services/meals/lodging/ transportation), court costs, and transcript fees. This Agreement is also subject to the conflict of interest laws set forth in A.R.S. § 38-511 *et seq*.

8.14 Recordation. This Agreement shall be recorded in its entirety by the City at its own cost in the Official Records of Pinal County, Arizona not later than ten (10) calendar days after this Agreement is executed by the Parties.

8.15 No Developer Representations. Nothing contained in this Agreement or in the Rezoning shall be deemed to obligate the City or Developer to complete any part or all of the development of the Property, and the Rezoning shall not be deemed a representation or warranty by the Developer of any kind whatsoever. To the extent development of the Property occurs, it shall be pursuant to the Governing Documents and the Rules.

8.16 Status Statements. Any party (the "**Requesting Party**") may, at any time, and from time to time, deliver written notice to any other party requesting such other party (the "**Providing Party**") to provide in writing that, to the knowledge of the providing party: (a) this Agreement is in full force and effect and a binding obligation of the parties; (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the

amendments; and (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults (a "**Status Statement**"). A party receiving a request hereunder shall execute and return such Status Statement within thirty (30) calendar days following the receipt thereof. The City Manager or designee shall have the right to execute any Status Statement requested by Developer hereunder. The City acknowledges that a Status Statement hereunder may be relied upon by transferees and mortgagees. The City shall have no liability for monetary damages to Developer, and transferee or mortgagee, or any other person in connection with, resulting from or based upon the issuance of any Status Statement hereunder.

8.17 Mortgage Provisions.

A. Mortgagee Protection. This Agreement shall be superior and senior to any future lien placed upon the Property, or any portion thereof, including the lien of any mortgage or deed of trust (herein "**Mortgage**"). However, no breach hereof shall invalidate or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, shall be subject to all of the terms and conditions contained in this Agreement. No mortgagee shall have an obligation or duty under this Agreement to perform the Developer's obligations or other affirmative covenants of the Developer hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by the Developer is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

B. Bankruptcy. If any mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer, the times specified for performing Developer's obligations or other affirmative covenants of the Developer hereunder shall be extended for the period of the prohibition, provided that such mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than two years pursuant to applicable law.

8.18 Nonliability of City Officials, etc., and of Employees, Members and Partners, etc. of the Developer. No Council member, official, representative, agent, attorney or employee of the City shall be personally liable to the Developer, or to any successor in interest to the Developer, in the event of any Non-Performance or breach by the City or for any amount which may become due to the Developer or its successors, or with respect to any obligation of the City under the terms of this Agreement including any punitive damage claim. Notwithstanding anything contained in this Agreement to the contrary, the liability of the Developer under this Agreement shall be limited solely to the assets of the Developer, including but not limited to the Infrastructure Assurance, and shall not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are shareholders, members, managers, constituent partners, officers or directors of the general partners or members of the

Developer; (ii) the shareholders, members or managers or constituent partners of the Developer; or (iii) officers of the Developer. This Section shall survive termination of the Agreement.

8.19 Takings Waiver. The Developer hereby waives and releases the City from any and all claims under A.R.S. § 12-1134, *et seq.*, including any right to compensation for reduction to the fair market value of the Property, as a result of the City's approval of this Agreement. The terms of this Waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

8.20 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

9. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement will promptly be physically amended to make such insertion or correction.

10. Consent to Agreement by ASLD, Acknowledgment of ASLD Approvals and Notice to ASLD. Pursuant to the terms of the Participation Contract, the ASLD finds that this Agreement is consistent with the master-planned community and associated infrastructure improvements anticipated by and provided for in the plans contained in the Participation Contract. Therefore, although it is not an obligated party to this Agreement the ASLD hereby consents to the form and content of this Agreement between the Developer and the City. Because the Participation Contract does require that certain future additional approvals and consents related to the development of the Property, and in particular the Retained Property, may be required from the ASLD or the Commissioner, the Parties hereby acknowledgment that during the implementation of the terms of this Agreement any proposed changes that are inconsistent with, or material modifications or changes to: 1) this Agreement, 2) the MPC Zoning, or 3) the Infrastructure Plan shall be promptly provided to the ASLD in writing so that timely and effective communication and direction on such proposed changes may be made by the Commissioner or the ASLD. Failure to provide such timely notice to the ASLD may result in delays to or denials of any approvals requested from the Commissioner or the ASLD.

11. Prohibition to Contract with Developer Who Engages in Boycott of the State of Israel. The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Developers who engage in boycotts of the State of Israel. Should Developer under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

12. Required Signatories. Notwithstanding anything contained herein to the contrary, neither this agreement nor any amendment hereto shall be a valid and enforceable obligation of

developer unless this agreement or amendment is executed by any one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or Rick Horton, each an "authorized officer" of Developer.

[SIGNATURES ON THE FOLLOWING PAGES]

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:

DEVELOPER:

DR HORTON, Inc., a Delaware corporation

_____

By: _____

Its: _____

CORPORATE APPROVAL:

D.R. HORTON, Inc., a Delaware corporation

_____

By: _____

Its: _____

STATE OF ARIZONA)

) ss.

COUNTY OF_____)

The foregoing was subscribed and sworn to before me this _____ day of _____, 2021, by _____, _____ of D.R. Horton, Inc., a Delaware corporation.

_____

Notary Public

My Commission Expires:

_____

CONSENT:

ALSD:

STATE OF ARIZONA, acting by and through
the ARIZONA STATE LAND DEPARTMENT

_____

By: Lisa Atkins

Its: Commissioner

STATE OF ARIZONA)
) ss.
COUNTY OF_____)

The foregoing was subscribed and sworn to before me this _____ day of _____, 2021, by Lisa Atkins, Commissioner of the Arizona State Land Department.

_____
Notary Public

My Commission Expires:

_____

EXHIBITS

Exhibit A	Legal Description
Exhibit B	Property Map
Exhibit C	Certificate of Occupancy Clearance Agreement Form
Exhibit D	Retained Property Map

EXHIBIT A

[Legal Description]

Exhibit A

Legal Description

Wood, Patel & Associates, Inc.
480.834.3300
www.woodpatel.com

LEGAL DESCRIPTION
Superstition Vistas
D.R. Horton Parcel

General Land Office (GLO) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, a portion of GLO Lot 12 and a portion of the east half of Section 18 and GLO Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, a portion of GLO Lots 1 and 2 and a portion of the east half of Section 19, and a portion of the north half of Section 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 northeast corner of said Section 18, a 3-inch Pinal County brass cap in handhole, from which the east quarter corner of said Section 18, a 3-inch Pinal County brass cap in handhole, bears South 00°13'51" East (basis of bearing), a distance of 2639.88 feet;
THENCE along the east line of said Section 18, South 00°13'51" East, a distance of 2639.88 feet, to said east quarter corner;
THENCE South 00°17'10" East, a distance of 155.64 feet, to the northerly line of that certain Maricopa County Flood Control District Easement, recorded in Document 2011-062136, Pinal County Records (PCR);
THENCE leaving said east line, along said northerly line, South 53°29'26" West, a distance of 4200.33 feet, to the south line of said Section 18;
THENCE leaving said south line, South 53°29'13" West, a distance of 910.07 feet,
THENCE leaving said northerly line, South 82°28'36" East, a distance of 583.29 feet, to the beginning of a curve;
THENCE easterly along said curve to the left, having a radius of 3000.00 feet, concave northerly, through a central angle of 30°39'58", a distance of 1605.68 feet, to the curves end;
THENCE North 66°51'25" East, a distance of 540.51 feet, to the beginning of a curve;
THENCE easterly along said curve to the right, having a radius of 2500.00 feet, concave southerly, through a central angle of 22°55'06", a distance of 1000.00 feet, to the north line of said Section 19 and the curves end;
THENCE along said north line, North 89°46'31" East, a distance of 500.00 feet, to the northeast corner of said Section 19;
THENCE leaving said north line, along the east line of said Section 19, South 00°17'35" East, a distance of 2641.12 feet, to the east quarter corner of said Section 19;
THENCE South 00°17'01" East, a distance of 2640.28 feet, to the southeast corner of said Section 19;
THENCE leaving said east line, along the south line of said Section 19, South 89°44'56" West, a distance of 702.14 feet, to the beginning of a curve;
THENCE leaving said south line, westerly along said curve to the left, having a radius of 10000.00 feet, concave southerly, through a central angle of 11°16'39", a distance of 1968.29 feet, to the beginning of a reverse curve;

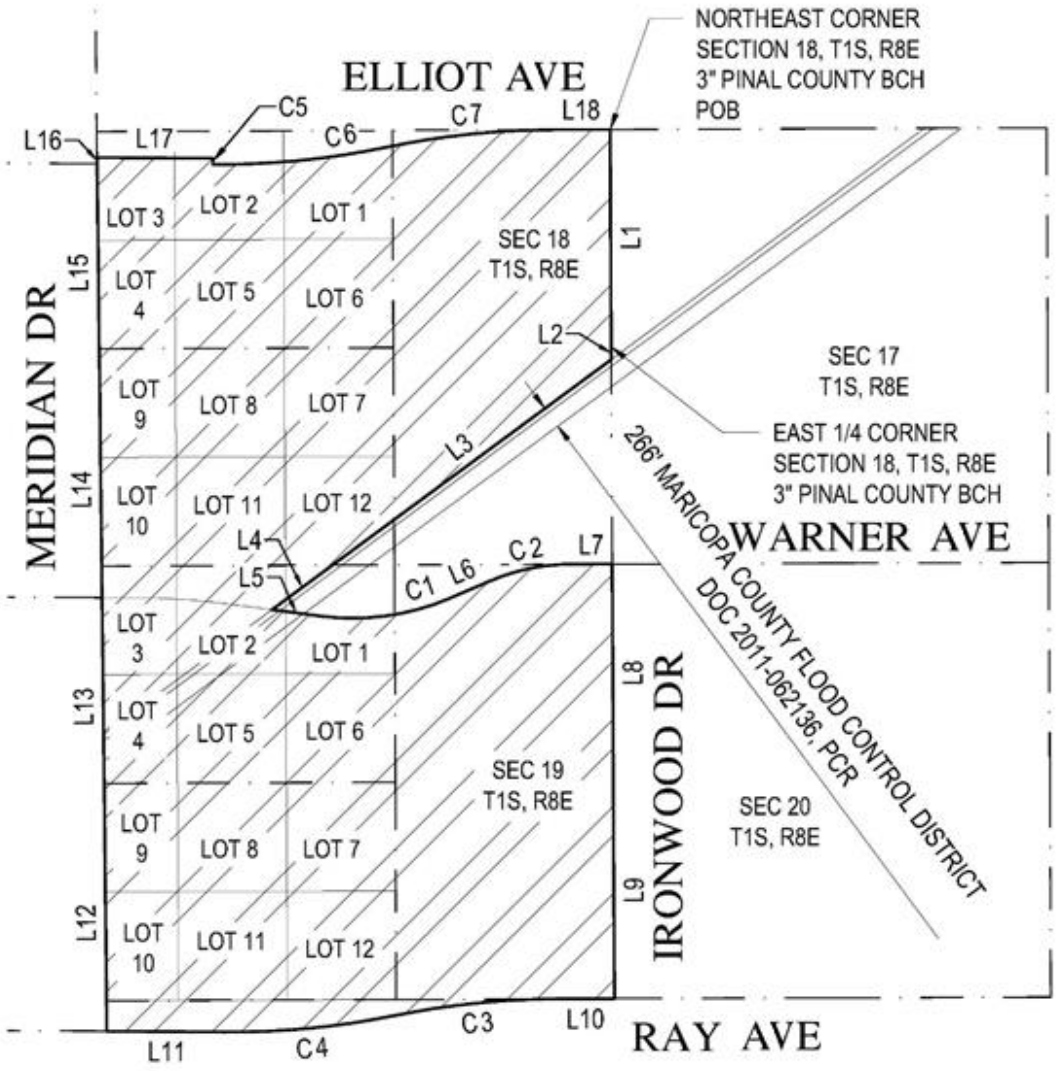
THENCE westerly along said reverse curve to the right, having a radius of 10000.00 feet, concave northerly, through a central angle of 11°56'03", a distance of 2082.89 feet, to the curves end;
THENCE North 89°35'40" West, a distance of 1421.78 feet, to the southeast corner of Section 24, Township 1 South, Range 7 East, of the Gila and Salt River Meridian;
THENCE along the east line of said Section 24, North 00°38'07" West, a distance of 2635.59 feet, to the east quarter corner of said Section 24;
THENCE North 00°37'44" West, a distance of 2633.61 feet, to the southeast corner of Section 13, Township 1 South, Range 7 East, of the Gila and Salt River Meridian;
THENCE leaving said east line, along the east line of said Section 13, North 00°39'46" West, a distance of 2637.45 feet, to the east quarter corner of said Section 13;
THENCE North 00°37'58" West, a distance of 2637.66 feet, to the southeast corner of Section 12, Township 1 South, Range 7 East, of the Gila and Salt River Meridian;
THENCE leaving said east line, along the east line of said Section 12, North 00°39'09" West, a distance of 75.01 feet;
THENCE leaving said east line, South 89°37'08" East, a distance of 1403.26 feet, to a point of intersection with a non-tangent curve;
THENCE southerly along said non-tangent curve to the left, having a radius of 1057.78 feet, concave easterly, whose radius bears South 87°35'14" East, through a central angle of 04°03'48", a distance of 75.02 feet, to a point of intersection with a non-tangent curve;
THENCE easterly along said non-tangent curve to the left, having a radius of 10000.00 feet, concave northerly, whose radius bears North 00°22'43" East, through a central angle of 12°09'59", a distance of 2123.45 feet, to the beginning of a reverse curve;
THENCE easterly along said reverse curve to the right, having a radius of 10000.00 feet, concave southerly, through a central angle of 11°33'02", a distance of 2015.94 feet, to the north line of said Section 18 and the curves end;
THENCE along said north line, North 89°45'45" East, a distance of 703.03 feet, to the **POINT OF BEGINNING**.

Containing 59,882,032 square feet or 1,374.7023 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of December, 2020. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2020\205166.01 Superstition Vistas DR Horton Parcel L01R01 03-09-21.docx



WOOD PATEL

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23945
BRIAN J.
DIEHL
Date Signed 3-9-21
ARIZONA, U.S.A.
EXPIRES 09-30-23

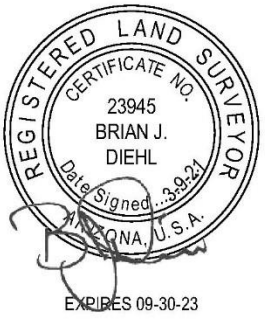
EXHIBIT "A"

SUPERSTITION VISTAS
D.R. HORTON PARCEL
03/09/2021
WP #205166.01
PAGE 3 OF 4
NOT TO SCALE
Z:\2020\205166\Survey\Legal\5166-L01R01.dwg

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°13'51"E	2639.88'
L2	S00°17'10"E	155.64'
L3	S53°29'26"W	4200.33'
L4	S53°29'13"W	910.07'
L5	S82°28'36"E	583.29'
L6	N66°51'25"E	540.51'
L7	N89°46'31"E	500.00'
L8	S00°17'35"E	2641.12'
L9	S00°17'01"E	2640.28'
L10	S89°44'56"W	702.14'
L11	N89°35'40"W	1421.78'
L12	N00°38'07"W	2635.59'
L13	N00°37'44"W	2633.61'
L14	N00°39'46"W	2637.45'
L15	N00°37'58"W	2637.66'
L16	N00°39'09"W	75.01'
L17	S89°37'08"E	1403.26'
L18	N89°45'45"E	703.03'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	30°39'58"	3000.00'	1605.68'
C2	22°55'06"	2500.00'	1000.00'
C3	11°16'39"	10000.00'	1968.29'
C4	11°56'03"	10000.00'	2082.89'
C5	4°03'48"	1057.78'	75.02'
C6	12°09'59"	10000.00'	2123.45'
C7	11°33'02"	10000.00'	2015.94'

WOOD PATEL



EXPIRES 09-30-23

EXHIBIT "A"

SUPERSTITION VISTAS
D.R. HORTON PARCEL
03/09/2021
WP #205166.01
PAGE 4 OF 4
NOT TO SCALE
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Wood, Patel & Associates, Inc.
480.834.3300
www.woodpatel.com

PARCEL DESCRIPTION
Superstition Vistas
Brookfield Parcel

Sections 17 and 20, a portion of General Land Office (GLO) Lot 12 and a portion of the east half of Section 18, a portion of GLO Lots 1 and 2 and a portion of the east half of Section 19, Township 1 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

BEGINNING at the northwest corner of said Section 17, a 3-inch Pinal County brass cap in handhole, from which the north quarter corner of said Section 17, a 2 1/2-inch GLO brass cap in concrete, bears North 89°45'04" East (basis of bearing), a distance of 2642.33 feet;
THENCE along the north line of said Section 17, North 89°45'04" East, a distance of 2642.33 feet, to said north quarter corner;
THENCE North 89°47'06" East, a distance of 2643.88 feet, to the northeast corner of said Section 17;
THENCE leaving said north line, along the east line of said Section 17, South 00°17'17" East, a distance of 2641.26 feet, to the east quarter corner of said Section 17;
THENCE South 00°17'39" East, a distance of 2641.38 feet, to the northeast corner of said Section 20;
THENCE leaving said east line, along the east line of said Section 20, South 00°16'25" East, a distance of 2640.88 feet, to the east quarter corner of said Section 20;
THENCE South 00°15'30" East, a distance of 2641.53 feet, to the southeast corner of said Section 20;
THENCE leaving said east line, along the south line of said Section 20, South 89°46'59" West, a distance of 2643.36 feet, to the south quarter corner of said Section 20;
THENCE South 89°48'18" West, a distance of 2643.78 feet, to the southwest corner of said Section 20;
THENCE leaving said south line, along the west line of said Section 20, North 00°17'01" West, a distance of 2640.28 feet, to the west quarter corner of said Section 20;
THENCE North 00°17'35" West, a distance of 2641.12 feet, to the northeast corner of said Section 19;
THENCE leaving said west line, along the north line of said Section 19, South 89°46'31" West, a distance of 500.00 feet, to the beginning of a curve;
THENCE leaving said north line, westerly along said curve to the left, having a radius of 2500.00 feet, concave southerly, through a central angle of 22°55'06", a distance of 1000.00 feet, to the curves end;
THENCE South 66°51'25" West, a distance of 540.51 feet, to the beginning of a curve;
THENCE westerly along said curve to the right, having a radius of 3000.00 feet, concave northerly, through a central angle of 30°39'58", a distance of 1605.68 feet, to the curves end;

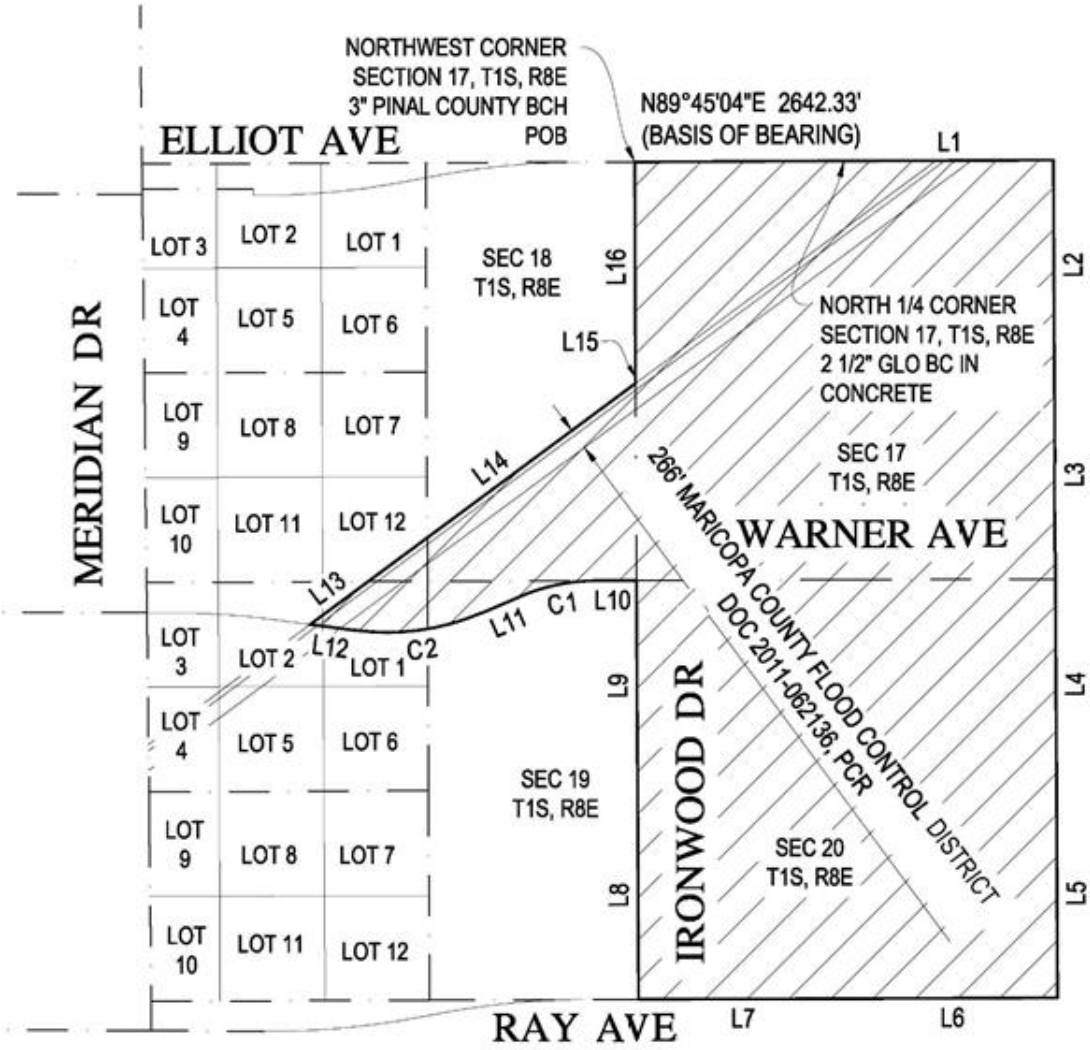
THENCE North 82°28'36" West, a distance of 583.29 feet, to the northerly line of that certain Maricopa County Flood Control District Easement, recorded in Document 2011-0619607, Pinal County Records (PCR);
THENCE along said northerly line, North 53°29'13" East, a distance of 910.07 feet, to said north line of Section 19;
THENCE leaving said north line, North 53°29'26" East, a distance of 4200.33 feet, to the west line of said Section 17;
THENCE leaving said northerly line, along said west line, North 00°17'10" West, a distance of 155.64 feet, to the west quarter corner of said Section 17;
THENCE North 00°13'51" West, a distance of 2639.88 feet, to the **POINT OF BEGINNING**.

Containing 61,348,819 square feet or 1,408.3751 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of December, 2020. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2020\205166.01 Superstition Vistas Brookfield Parcel L02 01-08-21.docx



WOOD PATEL

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23945
BRIAN J.
DIEHL
Date Signed 1-8-21
ARIZONA, U.S.A.
EXPIRES 09-30-23

EXHIBIT "A"
SUPERSTITION VISTAS
BROOKFIELD PARCEL
01/08/2021
WP #205166.01
PAGE 3 OF 4
NOT TO SCALE
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°47'06"E	2643.88'
L2	S00°17'17"E	2641.26'
L3	S00°17'39"E	2641.38'
L4	S00°16'25"E	2640.88'
L5	S00°15'30"E	2641.53'
L6	S89°46'59"W	2643.36'
L7	S89°48'18"W	2643.78'
L8	N00°17'01"W	2640.28'
L9	N00°17'35"W	2641.12'
L10	S89°46'31"W	500.00'
L11	S66°51'25"W	540.51'
L12	N82°28'36"W	583.29'
L13	N53°29'13"E	910.07'
L14	N53°29'26"E	4200.33'
L15	N00°17'10"W	155.64'
L16	N00°13'51"W	2639.88'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	22°55'06"	2500.00'	1000.00'
C2	30°39'58"	3000.00'	1605.68'

WOOD PATEL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23945
BRIAN J.
DIEHL
Date Signed 1-8-21
ARIZONA, U.S.A.
EXPIRES 09-30-23

EXHIBIT "A"
SUPERSTITION VISTAS
BROOKFIELD PARCEL
01/08/2021
WP #205166.01
PAGE 4 OF 4
NOT TO SCALE
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EXHIBIT B

[Property Map]


PROPERTY
AUCTION PROPERTY
PROPERTY BOUNDARY
GRAPHIC SHOWS CONCEPTUAL INFORMATION AND IS SUBJECT TO CHANGE.
BASELINE AVE
GUADALUPE AVE
ELLIOT AVE
WARNER AVE
RAY AVE
WILLIAMS FIELD AVE
AUCTION PROPERTY
CENTRAL ARIZONA PROJECT CANAL
MERIDIAN DR
IRONWOOD DR
IDAHO RD ALIGNMENT
TOMAHAWK RD ALIGNMENT
SR-24 ALIGNMENT
SUPERSTITON VISTAS
Auction Property
Plan Scale NTS
Date:09-07-2021
ABLASTUDIO.COM

EXHIBIT C

[Certificate of Occupancy Clearance Agreement Form]

Certificate of Occupancy - Clearance Agreement Form

City of Apache Junction – Development Services Department

Please Print or Type all Information

Project Name: _____

Project Address: _____

DSD BLD Number Computer Sequential Number Civil Eng. Folder Number

Developer/Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Type of Construction:

☐ Residential ☐ Commercial ☐ Industrial ☐ Other (Explain) _____

_____ Number of Buildings _____ Number of Lots

*******All Agreements require an 8 ½"x 11" Exhibit indicating affected area*******

We are authorized and hereby agree to have occupancy clearance withheld on future construction permits until all tracts, easements, and right-of-way improvements detailed in the Schedule of Infrastructure Improvements below have been installed and accepted by the Public Works Department, Apache Junction Water District, and the Superstition Mountains Community Facilities District No. 1, or until other means of acceptable assurance has been presented to and accepted by the Development Services Department. This agreement is attached to the parcel and subsequent owners are subject to its provisions. For any additional questions regarding bonding requirements, contact the Development Services Department at (480) 474-5083.

Schedule of Infrastructure Improvement Requirements:

Specific standards of improvements to be installed in a subdivision, single-family residential development, two-family and multi-family residential development, and commercial development shall be as outlined in the following schedule of improvement requirements.

Requirements: (a) All streets, including pavement, concrete curb ramps, curb/gutter and sidewalks both sides, installed to an approved cross section; (b) Underground streetlight circuits, lamps, poles and fixtures per City requirements; (c) Public sewer in accordance with Superstition Mountains Community Facilities District No. 1; (d) Public water supply systems in accordance with Apache Junction Water District including mains and fire hydrants to AJWD standards in areas served by the AJWD water system; (e) Storm drainage in accordance with City requirements; (f) Landscaping per City requirements; and (g) All electrical lines shall be installed underground.

[SIGNATURES ON THE FOLLOWING PAGE]

Signature: _____ Name (Print): _____

Title: _____ Authorized Agent For: _____

Agency Address: _____

Date: _____ Phone Number: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this _____ day of _____, 20___, by _____.

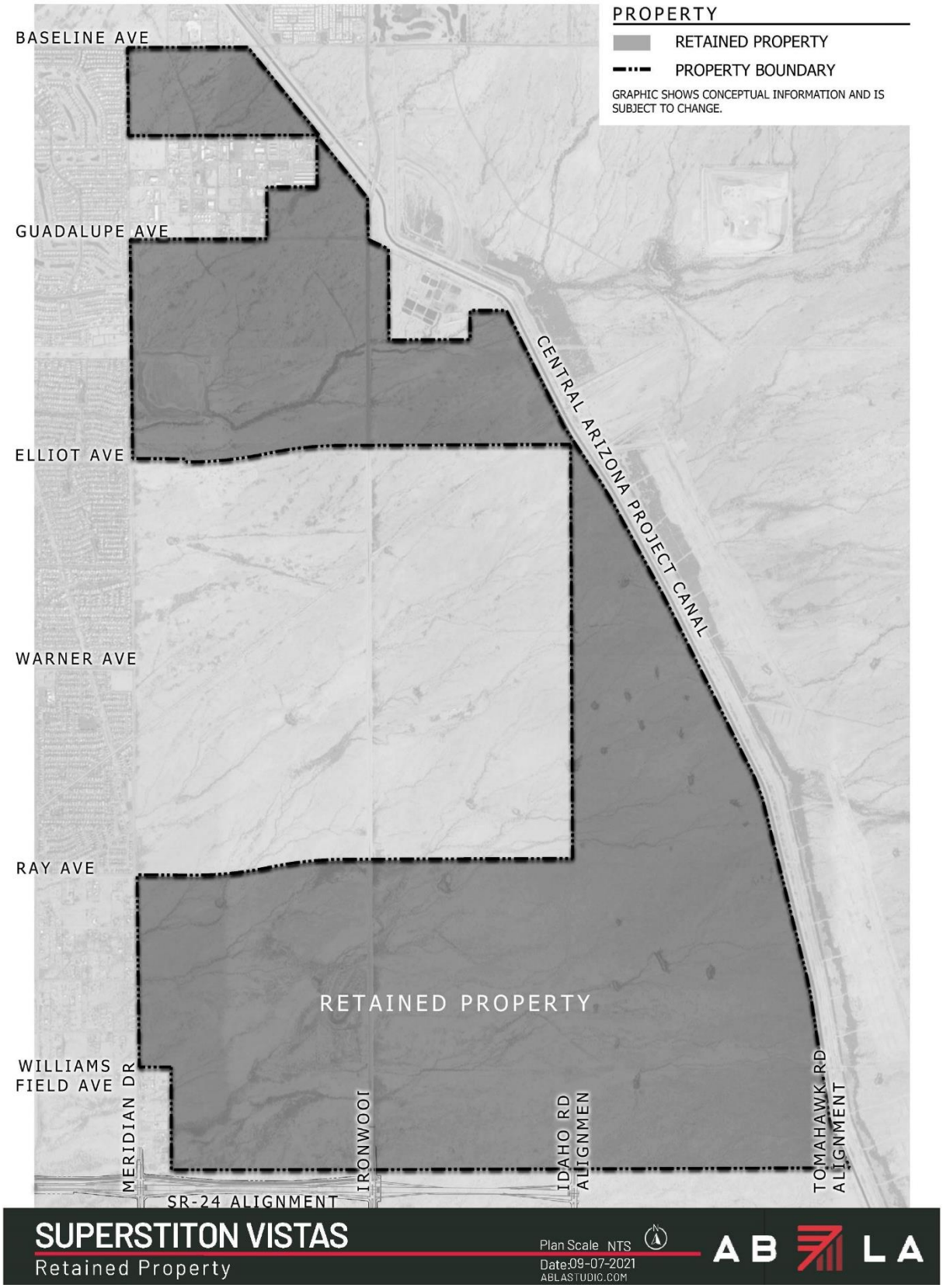
_____
Notary Public

My Commission Expires:

_____

EXHIBIT D

[Retained Property Map]


PROPERTY
RETAINED PROPERTY
PROPERTY BOUNDARY
GRAPHIC SHOWS CONCEPTUAL INFORMATION AND IS SUBJECT TO CHANGE.
BASELINE AVE
GUADALUPE AVE
ELLIOT AVE
WARNER AVE
RAY AVE
WILLIAMS FIELD AVE
CENTRAL ARIZONA PROJECT CANAL
RETAINED PROPERTY
MERIDIAN DR
IRONWOOD
IDAHO RD ALIGNMEN
TOMAHAWK RD ALIGNMENT
SR-24 ALIGNMENT
SUPERSTITON VISTAS
Retained Property
Plan Scale NTS
Date:09-07-2021
ABLASTUDIO.COM
AB LA