

RESOLUTION NO. 21-50

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 RETAINED PROPERTY WITH THE ARIZONA STATE LAND DEPARTMENT.

WHEREAS, the Arizona State Land Department ("ASLD") owns approximately 5,307 gross acres of real property (the "Property") located within the roadway alignments of Ironwood Drive, Baseline Avenue, Central Arizona Project Canal and State Route 24 alignment, under unincorporated Pinal County jurisdiction; and

WHEREAS, on June 16, 2021, the mayor and city council passed Resolution No. 21-26, authorizing a procedural pre-annexation agreement between the City and ASLD to address the timing of Annexation and subsequent potential approval of the Development Agreement ("Agreement") and rezoning; and

WHEREAS, the Property has been divided into six development units and ASLD intends to conduct auctions to sell these units; and

WHEREAS, the City desires to enter into the Agreement with the ASLD, 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, 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 Retained Property between the City of Apache Junction and ASLD, a copy of which is attached hereto.

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's Office
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 the Arizona State Land Department ("**ASLD**") acting by and through the State Land Commissioner. The City and the ASLD are sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**."

RECITALS:

A. The subject of this Agreement consists of approximately 5,307 gross acres of real property located 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 the 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. 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-21-51-MPC, ("**Rezoning**").

D. As depicted on Exhibit C and described in the Rezoning, the Property has been divided into six (6) development units (each, a "**Development Unit**"). As set forth herein, prior to commencement of development of any portion of a Development Unit, the ASLD shall arrange for the preparation of master infrastructure reports and more detailed planning for such Development Unit consistent with the Rezoning. The ASLD intends to conduct auctions to sell

discrete parcels of the Property, which may include all or any part of a Development Unit, as and when it determines in its sole discretion.

E. 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.

F. 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.

G. 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 primarily 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**”).

H. 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.

I. 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. 2021-102468 (“**Procedural Pre-Annexation Agreement**”) to address the timing of Annexation and subsequent potential approval of this Agreement and the Rezoning.

J. The Parties acknowledge that development of the Property is a major undertaking for the Parties and that the ASLD and its purchasers, lessees, assigns and other successors in interest with respect to the Property (each, an “**Assignee**” and collectively, the “**Assignees**”) 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 ASLD requests protection of development rights in order that the ASLD and Assignees 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 ASLD and Assignees that the development of the Property will comply with the Rezoning and the terms and conditions of this Agreement. An Assignee is a “Party” for purposes of implementing this Agreement as to the portion of the Property in which it has an interest.

K. 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, 2056 (the “**Term**”), or as extended by mutual written consent of the Parties but no later than December 31, 2066, 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 ASLD or an Assignee and, in the case of commercial parcels but not public parcels, fully 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 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 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. ASLD and Assignees shall be authorized to implement the Rezoning and will be accorded all appropriate approvals necessary to permit the ASLD and Assignees 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 ASLD and Assignees 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 ASLD 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 ASLD and Assignees shall have a right to undertake and complete the development and use of the Property in accordance with the Rezoning and this Agreement. The ASLD and Assignees 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, 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 ASLD and Assignees 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.

4. Infrastructure and City Services.

4.1 Public Benefits. The Rezoning requires that the Development Unit Plan process provide details for the coordinated planning, design, engineering, construction,

acquisition, installation, and/or provision of services/infrastructure improvements for each such Development Unit, including transportation, water sewer, nonpotable water, and drainage infrastructure (each, a “**Development Unit Infrastructure Plan**”). The Development Unit Infrastructure Plan will describe the appropriate public and private infrastructure improvements of the type described therein for the development of the Development Unit 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 Development Unit Infrastructure Plan, as well as those Infrastructure Improvements not referenced in the Development Unit Infrastructure Plan but specifically set forth in this Agreement shall be referred to herein, individually and collectively, as the “**Infrastructure**.” If subsequent updates of a Development Unit Infrastructure Plan demonstrate the need for additional Infrastructure within the relevant Development Unit, adjacent to the Development Unit, or at any point off the relevant Development Unit, beyond those described in the relevant Development Unit Infrastructure Plan or this Agreement, the ASLD or Assignees 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 ASLD or Assignees only if such additional Infrastructure is necessary to serve the portion of the Property for which the relevant Development Unit Infrastructure Plan has been updated due to changed on-site circumstances, as opposed to changes off the Property for which the relevant Development Unit Infrastructure Plan has been updated in land use or use of Infrastructure).

4.2 Construction. The ASLD and Assignees 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 ASLD or Assignees 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 ASLD and Assignees shall be performed in compliance with the Governing Documents and Rules. The ASLD, Assignees, and the agents and employees of both, 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 use by ASLD or Assignees 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 ASLD and Assignees shall restore such easements and rights-of-way to their condition prior to ASLD’s or an Assignee’s entry (subject to ordinary wear and tear, casualty damage, and damage caused by third parties not engaged by or affiliated with ASLD or such Assignee) 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 ASLD’s or Assignees’ right to construct install, and/or provide Infrastructure thereon or thereover. The City, as necessary to implement each Development Unit Infrastructure Plan, shall cooperate reasonably with, at the sole cost of the ASLD or an Assignee: a) the abandonment or extinguishments of any unnecessary public rights-of-way or easements currently located on the relevant Development Unit and not otherwise used or required by other members of the public; (b) the ASLD’s or an Assignee’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 Relevant Development Unit; (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 Relevant Development Unit; (d) the ASLD's or an Assignee's requests to work with adjacent landowners regarding the installation of consistent landscaping within and next to perimeter arterial roadways; and (e) the ASLD's or an Assignee'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 ASLD's or an Assignee's request, the City agrees to issue an at-risk permit to the ASLD or such Assignee after Annexation, Rezoning and pre-plat submittal and after ASLD or such Assignee 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 ASLD or such Assignee pursuant to any at-risk permit is done at the financial risk of the ASLD or such Assignee.

4.4 Infrastructure Assurance. Prior to the construction of any Infrastructure, the City may require the ASLD and/or an Assignee, to provide assurances, as required by the Rules, that the construction or installation of such Infrastructure being undertaken by the ASLD or Assignee 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 ASLD or Assignee 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 ASLD or Assignee, 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 ASLD or Assignee, 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 D;

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 ASLD or an Assignee 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. ASLD or an 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 ASLD or the relevant Assignee, 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 ASLD or Assignee agrees to repair any damage to the Infrastructure caused by the ASLD’s or Assignee’s construction activities on the Property. Nothing herein shall prevent the City or ASLD or Assignee 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 ASLD or Assignee will convey title to the City and the City shall accept such conveyance. Acceptance of any Public Infrastructure is expressly conditioned upon ASLD or assignee providing a warranty for the Infrastructure Improvement as provided in paragraph A of this Section 4.5. ASLD or Assignee, 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 ASLD entered into a contract with D.R. Horton Inc. (“**Horton**”) for the purchase of approximately 2,800 acres of property adjacent to the Property 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 (“**Participation Contract**”). The Participation Contract requires Horton to construct certain Infrastructure, and, in exchange for its agreement to construct such Infrastructure, the ASLD agreed that no purchaser of all or any part of the Property may connect to or utilize any Infrastructure for a period beginning on the date of the Participation Contract and ending on November 12, 2028 (“**Access Period**”). ASLD and Assignees acknowledge that the City will not permit any owner of the Property to connect to or utilize any Infrastructure constructed by Horton during the Access Period unless approved by Horton.

4.7 Transportation.

A. Transportation Infrastructure. The ASLD or Assignees 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 and applicable Development Unit Plans. For all public streets within the Property, the ASLD and Assignees 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 ASLD and Assignees 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 ASLD or an Assignee 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 ASLD or an Assignee 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 ASLD or an Assignee 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 ASLD's or such Assignee's obligations hereunder.

C. Private Streets/Street Naming. The Parties acknowledge and agree that ASLD and Assignees will have the right to retain some interior local streets located within the Property ("**Private Streets**"). At the time of application for platting, the ASLD or Assignee 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 ASLD or an Assignee for this and other purposes. The ASLD or Assignee shall have the right to install access control structures across the Private Streets at any portions of the relevant Development Unit. The ASLD or Assignee 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 ASLD or Assignee 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 ASLD or an Assignee 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 ASLD or Assignees 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 ASLD or Assignees will construct or arrange for the construction of half-street improvements to arterial and collector roads adjacent to the Property (each a "**City Road**") in accordance with the Governing Documents and applicable Development Unit Transportation Reports. Arterial City Roads 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 ASLD or Assignees will construct or arrange for the construction of drainage improvements in phases and in accordance with the Rules,

Governing Documents, 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 ASLD or Assignees and WUCFD.

4.10 Wastewater. SMCDFD will provide sewer service to the Property pursuant to a separate agreement entered into between the ASLD or Assignees and the SMCDFD.

4.11 Non-potable Water. Non-potable water service to the Property will be subject to an agreement between ASLD or Assignees and WUCFD and/or SMCDFD, 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. ASLD or Assignees shall pay City development fees for transportation, parks, 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”). ASLD or Assignees shall be entitled to credits against Development Fees as provided in the Rules.

4.14 Police. The City intends to locate a police station and evidence yard site (“**Police Site**”) within Development Units that the City determines are best suited for its residents and are strategically located for law enforcement logistical efficiency. ASLD and the relevant Assignee shall reserve the Police Site of up to ten (10) acres in size, for purchase by the City at the then-fair market value of the land area reserved for the Police Site. The City’s right to purchase a Police Site shall run from the Effective Date up until one (1) year from the date of the filing of the final plat by the ASLD and/or Assignee for the area designated by the City as the Police Site. If the Police Site is not purchased by the City prior to the filing of a final plat for the area where the Police Site is desired to be located, then the land area reserved for the Police Site shall be of such a size and shape as to permit the remainder of the land area of the subdivision within which the reservation is located to develop in an orderly and efficient manner and such that the land area reserved shall be in such multiples of streets and parcels as to permit an efficient division of the land area reserved for the Police Site in the event that it is not acquired within the one (1) year after the filing of the final plat for the area where the Police Site is located.

4.15 Public and Private Parks, Recreation and Open Space. ASLD and Assignees shall allocate a minimum of fifteen percent (15%) of the Property to open space. The open space shall include public parks, 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. The Administrator (as defined in Section 6.5) 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. ASLD and Assignees will not be required to provide a minimum of fifteen percent (15%) of open space on each plat, however, the 15% open space minimum will be required at the overall Development Unit level. Minimum “active” open space requirements shall also be determined at the future Development Unit level. The ASLD or Assignees may enter into park maintenance agreements to maintain public park improvements, inclusive of landscaping; wherein the City and the ASLD and/or Assignees will mutually agree on an annual baseline level of maintenance and associated cost for the Public Parks, and where the cost of maintenance above the baseline level required by either the City or the ASLD or Assignee will be the responsibility of the respective Party.

4.16 Maintenance of Common Areas. The City may require that ASLD or Assignees 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.

4.17 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. SMCDF will be the sole provider of sewer service and WUCFD the primary provider of water service within the Property. If more than one CFD is formed, their respective boundaries will not overlap. It is anticipated that the Assignees of the ASLD will likely want or desire to file applications for the formation of one or more CFDs for the purpose of financing development within the Property and 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 an Assignee 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 Assignees of the ASLD and a CFD in connection with the formation of a CFD.

5. Indemnification, Insurance and Risk.

5.1 ASLD/Assignee Indemnification. ASLD or its relevant Assignee 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 ASLD or the relevant Assignee 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 ASLD or relevant Assignee, its boards, officers, employees, agents, or any person under the ASLD's or relevant Assignee'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 ASLD or relevant Assignee itself if the ASLD or relevant Assignee maintains Public Park Improvements pursuant to Section 4.17). The foregoing indemnity obligations of ASLD or relevant Assignee shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period. ASLD or relevant Assignee 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 ASLD and relevant Assignee, and their 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 ASLD or relevant Assignee, its employees, agents, or any person under the ASLD's or relevant Assignee'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 ASLD and relevant Assignee, and their 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 a portion of the Property is ongoing, the ASLD or Assignee responsible for such construction shall, at such Assignee's sole cost and expense, maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring in, upon or about such portion of 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, an Assignee 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 ASLD. 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 ASLD (the “**ASLD 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 ASLD’s or Assignee’s disagreement with a decision of a City department director affecting the Property. The Parties agree that if the ASLD or an Assignee believes that an Impasse has been reached with the City on any issue affecting the Property, the ASLD and/or such Assignee 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 ASLD and/or such Assignee 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 the City and the ASLD and/or Assignees 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 ASLD’s and/or such Assignee’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 ASLD and/or such Assignee as to the City Manager’s decision, which shall be final and binding. The ASLD and/or such Assignee 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 a 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 another 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 Assignee of a portion of the Property shall not be deemed a default by ASLD or any other Assignee 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 Assignee 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 ASLD or an Assignee 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 Additional Duties of ASLD as Administrator. In addition to the duties and obligations undertaken in the Rezoning and elsewhere in this Agreement, the ASLD shall have the specific duties and obligations listed in this Section as the “**Administrator**” of the Property and shall be the “Administrator” for purposes of this Section and Section 8.6(B). Notwithstanding the foregoing, the ASLD may, at its option, elect to assign its duties and title as Administrator to a maximum of one Assignee for each Development Unit.

A. Property Owners’ Association. The Administrator 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 ASLD or an Assignee. Therefore, if ASLD or an Assignee wishes to establish customized or expedited review or inspection time parameters for the development of all or any portion of the Property, the ASLD or such Assignee 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 ASLD or such Assignee; (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 ASLD or an Assignee who has been assigned the duties of Administrator for a Development Unit.

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 ASLD or an Assignee, or expedited land development and construction inspection services requested by the ASLD or an Assignee, the ASLD or Assignee 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 ASLD or such Assignee.

C. Update of the Land Use Budget. The Administrator 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 Administrator shall establish an architectural review committee for each Development Unit that will be solely responsible for architectural design review and approval of building elevations, building façades, and landscaping to ensure consistency between the “Development Unit Architecture” and “Development Standards and Design Guidelines” (as such terms are defined in the Rezoning) for the particular DU. Such committee shall consist of three members, one City staff member, one Administrator representative and one professional from a private architectural firm who is mutually selected by the City and Administrator and is paid by both the City and Administrator 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, the Administrator 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

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 ASLD'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. The ASLD and Assignees may assign their 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 ASLD shall provide the City with written notice of any assignment of the ASLD's rights or obligations in a complete assignment by the ASLD of all rights and obligations of the ASLD 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 ASLD's obligations hereunder, and replacement of any of ASLD's Infrastructure Assurances set forth in Section 4.4; and upon the City's receipt of such notice, the ASLD's liability hereunder shall terminate as to the obligations assigned.

C. Partial Assignment to Purchasers. The ASLD may assign less than all of its rights and obligations under this Agreement to an Assignee (each, an “**Assignment**”). The ASLD will be released from its obligations under this Agreement with respect to Assignment relative to the portion of the relevant Development Unit assigned to an Assignee, subject to the following: (i) the ASLD is not in default pursuant to Section 7.3; (ii) the ASLD has given the City written notice of the Assignment, which shall include the name, address, and facsimile number for notice purposes, and the City has provided its written consent to the Assignment, which consent will not unreasonably be withheld, delayed, or conditioned; (iii) the Assignee has agreed in writing to be subject to all of the applicable provisions of this Agreement and such agreement provides for the allocation of responsibilities and obligations between the ASLD and the Assignee; and (iv) such agreement has been recorded in the official records of Pinal County on that portion of the Property owned by such Transferee.

D. Assignment to Financial Institutions/Borrowers/Assignees. Notwithstanding any other provisions of this Agreement, an Assignee may assign all or part of its rights and duties under this Agreement to any financial institution from which the Assignee has borrowed funds for use in constructing the Infrastructure Improvements or otherwise developing a portion of 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, an Assignee may assign its rights and duties under this Agreement to another Assignee, 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 ASLD or Assignees 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 Assignees to the extent they assume or succeed to the rights and obligations of the ASLD 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 ASLD anticipates conveying one or more parcels of the Property to Assignees. After such conveyance, an Assignee shall have no right to consent to or approve any future amendment to the Agreement requested by the ASLD if such future amendment relates solely to the development or use of the portion of the Property owned by the ASLD. No Assignee 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 Assignee. Neither the ASLD nor any Assignee 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 ASLD'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 8.9 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 ASLD.

8.10 Names and Plans. The relevant Assignee 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 such relevant Assignee 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 relevant Assignee shall be entitled to utilize all such materials described herein to the extent required for the relevant Assignee to construct, operate or maintain improvements relating to the Assignee's portion of the Property.

8.11 Good Standing; Authority. Each of the Parties represents to the other that it has the full right, power and authorization to enter into and perform this Agreement and each of its obligations and undertakings under this Agreement, and the Parties' execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the state law.

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 ASLD or Assignee Representations. Nothing contained in this Agreement or in the Rezoning shall be deemed to obligate the City or ASLD or Assignees 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 ASLD or Assignees 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 ASLD or an Assignee 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 ASLD or an Assignee, 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 Nonliability of City Officials, etc., and of Employees, Members and Partners, etc. of ASLD and each Assignee. No Council member, official, representative, agent, attorney or employee of the City shall be personally liable to the ASLD, or to any Assignee, in the event of any Non-Performance or breach by the City or for any amount which may become due to the ASLD or any Assignee, 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 an Assignee under this Agreement shall be limited solely to the assets of such Assignee, 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 Assignee; (ii) the shareholders, members or managers or constituent partners of the Assignee; or (iii) officers of the Assignee. This Section shall survive termination of the Agreement.

8.18 Takings Waiver. The ASLD 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.

8.19 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. Notice to and Consent by ASLD. The ASLD will be conveying discrete portions of the Property and retaining other portions of the Property at any given time. Accordingly, the Parties hereby acknowledge that during the implementation of the terms of this Agreement, no changes proposed by an Assignee that are inconsistent with or make material modifications or changes to 1) this Agreement, 2) the MPC Zoning, or 3) the Development Unit Infrastructure Plans, shall be made by the City unless such changes have been approved by the ASLD in writing, which may be granted or denied by the ASLD in its sole discretion.

11. Prohibition to Contract with Assignee 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 an Assignee under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law as to the portion of the Property owned by such Assignee but not to the remainder of the Property. Any such boycott is a material breach of contract as to such Assignee only.

[SIGNATURES ON THE FOLLOWING PAGE]

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	Depiction of the Development Units
Exhibit D	Certificate of Occupancy Clearance Agreement Form

EXHIBIT A

[Legal Description]

EXHIBIT "A"
RETAINED PROPERTY BOUNDARY DESCRIPTION

THOSE PORTIONS OF SECTIONS 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33 & 34 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 6, BEING MARKED BY A 3 INCH CITY OF MESA BRASS CAP IN A HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 6, BEING MARKED BY A 4 INCH ALUMINUM CAP STAMPED WITH LS #39325 2016, BEARS SOUTH 00 DEGREES 38 MINUTES 28 SECONDS EAST, 2254.87 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 09 SECONDS EAST, ALONG THE TOWNSHIP LINE BETWEEN TOWNSHIP 1 NORTH AND 1 SOUTH, RANGE 8 EAST, 1045.52 FEET TO THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, BEING MARKED BY A 3 INCH CITY OF MESA BRASS CAP IN A HAND HOLE;

THENCE CONTINUING ALONG SAID TOWNSHIP LINE, NORTH 89 DEGREES 44 MINUTES 21 SECONDS EAST, 2115.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL, AS SHOWN ON RECORD OF SURVEY BY GEOMATICS CONSULTING GROUP, SAID CORNER BEING MARKED BY A PK NAIL WITH TAG, LS #39325;

THENCE DEPARTING SAID TOWNSHIP LINE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL THE FOLLOWING COURSES:

THENCE SOUTH 39 DEGREES 50 MINUTES 42 SECONDS EAST, 2921.45 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 6, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 6, BEING MARKED A 3.25 INCH PINAL COUNTY HIGHWAY DEPARTMENT BRASS CAP, BEARS NORTH 89 DEGREES 48 MINUTES 15 SECONDS EAST, 1263.42 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 48 MINUTES 15 SECONDS WEST, ALONG SAID EAST-WEST MID-SECTION LINE, 57.32 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 00 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 9.41 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL, SAID POINT BEING MARKED BY A PK NAIL WITH TAG, LS #39325;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL THE FOLLOWING COURSES:

THENCE SOUTH 39 DEGREES 49 MINUTES 39 SECONDS EAST, 1011.54 FEET TO BRASS CAP FLUSH STAMPED CAP ROW LS #39325;

THENCE SOUTH 39 DEGREES 49 MINUTES 37 SECONDS EAST, 1061.71 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 6, BEING MARKED BY A BRASS CAP FLUSH STAMPED CAP ROW LS #39325;

THENCE SOUTH 01 DEGREE 15 MINUTES 22 SECONDS EAST, ALONG SAID EAST LINE, 1036.55 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 6, BEING MARKED BY A 4 INCH PINAL COUNTY PUBLIC WORKS BRASS CAP STAMPED LS #31021 2008, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 6, BEING MARKED BY A 4 INCH PINAL COUNTY PUBLIC WORKS BRASS CAP STAMPED LS #31021 2008, BEARS SOUTH 89 DEGREES 47 MINUTES 34 SECONDS WEST, 2641.07 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 26 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, 27.86 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL;

THENCE SOUTH 65 DEGREES 30 MINUTES 54 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL, 580.79 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PROPERTY DEFINED IN DOCUMENT NUMBER 2018-083654, PINAL COUNTY RECORDS, SAID CORNER BEING MARKED BY A 1/2 INCH REBAR WITH CAP LS #32222;

THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, ALONG THE WEST LINE OF SAID PROPERTY, 2319.93 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY, BEING MARKED BY A PK NAIL WITH TAG HEWITT LS #21773;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 46 MINUTES 50 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PROPERTY, 2135.69 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 16 MINUTES 03 SECONDS WEST, ALONG THE EAST LINE OF SAID PROPERTY, 741.36 FEET TO A 1/2 INCH REBAR WITH NO CAP;

THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST, 942.39 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL, BEING MARKED BY A 1/2 INCH REBAR WITH NO CAP;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL THE FOLLOWING COURSES:

THENCE SOUTH 46 DEGREES 11 MINUTES 56 SECONDS EAST, 45.55 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 27 DEGREES 00 MINUTES 54 SECONDS EAST, 2934.29 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 27 DEGREES 00 MINUTES 57 SECONDS EAST, 377.14 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST, 286.43 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, BEING MARKED BY AN ALUMINUM CAP FLUSH STAMPED LS #39325, FROM WHICH A BRASS CAP STAMPED S8/S9/S17/S16 LS #35306 MARKING THE CORNER TO SECTIONS 08, 09, 16 AND 17, BEARS SOUTH 00 DEGREES 14 MINUTES 26 SECONDS EAST 202.42 FEET;

THENCE SOUTH 34 DEGREES 13 MINUTES 21 SECONDS EAST, 244.01 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, FROM WHICH A BRASS CAP STAMPED S8/S9/S17/S16 LS #35306 MARKING THE CORNER TO SECTIONS 08, 09, 16 AND 17, BEARS SOUTH 89 DEGREES 43 MINUTES 24 SECONDS WEST, 136.38 FEET;

THENCE CONTINUING INTO SECTION 16, SOUTH 34 DEGREES 18 MINUTES 10 SECONDS EAST, 1162.61 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 31 DEGREES 47 MINUTES 01 SECONDS EAST, 483.62 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 29 DEGREES 16 MINUTES 41 SECONDS EAST, 2796.96 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 27 DEGREES 26 MINUTES 50 SECONDS EAST, 546.31 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 16;

THENCE CONTINUING SOUTH 27 DEGREES 26 MINUTES 50 SECONDS EAST, 539.81 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 27 DEGREES 18 MINUTES 00 SECONDS EAST, 556.20 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 16, BEING MARKED BY A GLO BRASS CAP, BEARS SOUTH 89 DEGREES 42 MINUTES 18 SECONDS WEST, 499.08 FEET;

THENCE CONTINUING INTO SECTION 21, SOUTH 27 DEGREES 15 MINUTES 55 SECONDS EAST, 3619.06 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 20 DEGREES 48 MINUTES 28 SECONDS EAST, 597.78 FEET;

THENCE SOUTH 14 DEGREES 24 MINUTES 38 SECONDS EAST, 919.93 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 14 DEGREES 23 MINUTES 11 SECONDS EAST, 264.84 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, FROM WHICH A U.S. GLO BRASS CAP STAMPED S21/S22/S27/S28 1914, MARKING THE CORNER TO SECTIONS 21, 22, 27 AND 28, BEARS SOUTH 00 DEGREES 14 MINUTES 56 SECONDS EAST, 351.19 FEET;

THENCE CONTINUING INTO SECTION 22, SOUTH 14 DEGREES 24 MINUTES 22 SECONDS EAST, 362.17 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, FROM WHICH A U.S. GLO BRASS CAP STAMPED S21/S22/S27/S28 1914, MARKING THE CORNER TO SECTIONS 21, 22, 27 AND 28, BEARS SOUTH 89 DEGREES 44 MINUTES 14 SECONDS WEST, 88.58 FEET;

THENCE CONTINUING INTO SECTION 27, SOUTH 14 DEGREES 24 MINUTES 08 SECONDS EAST, 3133.90 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 11 DEGREES 47 MINUTES 35 SECONDS EAST, 531.16 FEET;

THENCE SOUTH 08 DEGREES 49 MINUTES 30 SECONDS EAST, 861.60 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 08 DEGREES 53 MINUTES 59 SECONDS EAST, 881.26 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, FROM WHICH THE NORTHEAST CORNER OF SECTION 33, BEING MARKED BY A U.S. GLO BRASS CAP STAMPED 1914, BEARS SOUTH 89 DEGREES 48 MINUTES 21 SECONDS WEST, 1223.65 FEET;

THENCE CONTINUING INTO SECTION 34, SOUTH 08 DEGREES 55 MINUTES 40 SECONDS EAST, 1058.68 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 08 DEGREES 51 MINUTES 12 SECONDS EAST, 383.27 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 23 DEGREES 14 MINUTES 06 SECONDS EAST, 384.55 FEET TO A U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP;

THENCE SOUTH 23 DEGREES 09 MINUTES 55 SECONDS EAST, 936.25 FEET TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 34, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A U.S. GLO BRASS CAP, BEARS NORTH 89 DEGREES 48 MINUTES 18 SECONDS EAST, 3327.10 FEET;

THENCE ALONG SAID EAST-WEST MID SECTION LINE, SOUTH 89 DEGREES 48 MINUTES 18 SECONDS WEST, 1955.24 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33, BEING MARKED BY A U.S. GLO BRASS CAP;

THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, ALONG THE EAST-WEST MID SECTION LINE OF SECTION 33, 5282.89 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32, BEING MARKED BY A U.S. GLO BRASS CAP;

THENCE SOUTH 89 DEGREES 48 MINUTES 52 SECONDS WEST, ALONG THE EAST-WEST MID SECTION LINE OF SECTION 32, 5284.57 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 31, BEING MARKED BY A BRASS CAP IN A HAND HOLE;

THENCE SOUTH 89 DEGREES 57 MINUTES 44 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SECTION 31, 5283.27 FEET TO THE SOUTHWEST CORNER OF GLO LOT 5;

THENCE NORTH 00 DEGREES 12 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF GLO LOTS 5 AND 2, 2621.68 FEET TO THE NORTHWEST CORNER OF GLO LOT 2, BEING MARKED BY A 1/2 INCH REBAR WITH NO MARKINGS;

THENCE SOUTH 89 DEGREES 45 MINUTES 58 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 AND THE SOUTH LINE OF GLO LOT 10, 838.80 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30 AND THE RANGE LINE BETWEEN RANGES 7 EAST AND 8 EAST, TOWNSHIP 1 SOUTH BEING MARKED BY A U.S. GLO BRASS CAP;

THENCE NORTH 00 DEGREES 36 MINUTES 36 SECONDS WEST, ALONG SAID RANGE LINE, 959.66 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 EAST, BEING MARKED BY A 1 INCH IRON PIPE WITH NO MARKINGS;

THENCE CONTINUING ALONG SAID RANGE LINE, NORTH 00 DEGREES 39 MINUTES 04 SECONDS WEST, 1317.10 FEET TO THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 EAST, BEING MARKED BY A MARICOPA COUNTY BRASS CAP LS #36563 2002;

THENCE CONTINUING ALONG SAID RANGE LINE, NORTH 00 DEGREES 37 MINUTES 37 SECONDS WEST, 2634.56 FEET TO THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 7 EAST, BEING MARKED BY A 1/2 INCH REBAR WITH NO MARKINGS, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 30, BEING MARKED BY U.S. GLO BRASS CAP, BEARS NORTH 00 DEGREES 38 MINUTES 44 SECONDS WEST, 371.05 FEET;

THENCE DEPARTING SAID RANGE LINE, SOUTH 89 DEGREES 35 MINUTES 53 SECONDS EAST, 1419.06 FEET TO A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10,000 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 55 MINUTES 54 SECONDS, AN ARC LENGTH OF 2082.47 FEET TO THE BEGINNING OF REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10,000 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 17 MINUTES 44 SECONDS, AN ARC LENGTH OF 1971.47 FEET TO THE SOUTH LINE OF SAID SECTION 19;

THENCE NORTH 89 DEGREES 45 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 19, 702.14 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE;

THENCE NORTH 89 DEGREES 48 MINUTES 18 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, 2643.70 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 20, BEING MARKED BY A U.S. GLO BRASS CAP;

THENCE NORTH 89 DEGREES 46 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, 2643.35 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 20, BEING MARKED BY A U.S. GLO BRASS CAP;

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

THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, 2640.94 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, BEING MARKED BY A U.S. GLO BRASS CAP;

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

THENCE NORTH 00 DEGREES 17 MINUTES 14 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, 2641.27 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8, BEING MARKED BY A BRASS CAP STAMPED "S8/S9/S17/S16 LS #35306";

THENCE SOUTH 89 DEGREES 47 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, 2643.87 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 8, BEING MARKED BY A U.S. GLO BRASS CAP;

THENCE SOUTH 89 DEGREES 45 MINUTES 01 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, 2642.26 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7, BEING MARKED BY A BRASS CAP IN HAND HOLE;

THENCE SOUTH 89 DEGREES 45 MINUTES 42 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 7, 703.03 FEET TO A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10,000 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 33 MINUTES 00 SECONDS, AN ARC LENGTH OF 2015.84 FEET TO A REVERSE CURVE, HAVING A RADIUS OF 10,000 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 10 MINUTES 01 SECONDS, AN ARC LENGTH OF 2123.54 FEET TO THE BEGINNING OF NON-TANGENT CURVE, CONCAVE EASTERLY, FROM WHICH THE CENTER BEARS NORTH 88 DEGREES 20 MINUTES 50 SECONDS EAST, 1057.78 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04 DEGREES 03 MINUTES 48 SECONDS, AN ARC LENGTH OF 75.02 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 16 SECONDS WEST, 1403.26 FEET TO SAID RANGE LINE, FROM WHICH TO THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 7 EAST, BEARS SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST, 75.01 FEET, BEING MARKED BY A CITY OF MESA BRASS CAP IN A HAND HOLE;

THENCE NORTH 00 DEGREES 39 MINUTES 10 SECONDS WEST, ALONG SAID RANGE LINE, 314.31 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 7, BEING MARKED BY A PK NAIL WITH TAG LS #28237;

THENCE CONTINUING ALONG SAID RANGE LINE, NORTH 00 DEGREES 39 MINUTES 10 SECONDS WEST, 2637.68 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 12, BEING MARKED BY A CITY OF MESA BRASS CAP IN HANDHOLE;

THENCE CONTINUING ALONG SAID RANGE LINE, NORTH 00 DEGREES 40 MINUTES 01 SECOND WEST, 2638.07 FEET TO THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 7 EAST, BEING MARKED BY A U.S. GLO BRASS CAP 1911;

THENCE CONTINUING ALONG SAID RANGE LINE, NORTH 00 DEGREES 37 MINUTES 47 SECONDS WEST, 398.28 FEET TO THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 8 EAST, BEING MARKED BY A U.S. GLO BRASS CAP 1911;

THENCE DEPARTING SAID RANGE LINE, NORTH 89 DEGREES 47 MINUTES 38 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND THE NORTH LINE OF GLO LOTS 3, 2 & 1, 3612.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6, BEING MARKED BY A 4 INCH PINAL COUNTY PUBLIC WORKS BRASS CAP LS #31021 2008;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 15 MINUTES 48 SECONDS WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 6 AND THE EAST LINE OF GLO LOT 14, 1321.54 FEET TO THE NORTHEAST CORNER OF SAID LOT 14, BEING MARKED BY A 1/2 INCH REBAR WITH TAG LS #39325;

THENCE DEPARTING SAID NORTH-SOUTH MID-SECTION LINE, NORTH 89 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 1320.75 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, BEING MARKED BY A 1/2 INCH REBAR WITH CAP LS #21773 HEWITT;

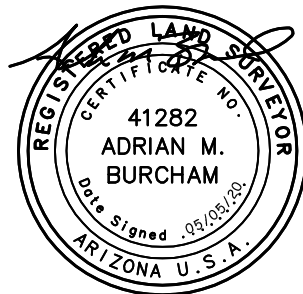
THENCE NORTH 00 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, 1311.99 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL, SAID POINT BEING MARKED BY A PK NAIL WITH TAG LS #39325;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00 DEGREES 16 MINUTES 00 SECONDS WEST, 9.41 FEET TO SAID SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 89 DEGREES 48 MINUTES 15 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 6, 4949.90 FEET A POINT ON SAID RANGE LINE AND THE WEST QUARTER CORNER OF SAID SECTION 6, BEING MARKED BY AN ALUMINUM CAP LS #39325 2016;

THENCE NORTH 00 DEGREES 38 MINUTES 28 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 6, 2254.87 FEET TO SAID NORTHWEST CORNER OF SAID SECTION 6, BEING MARKED BY A 3 INCH CITY OF MESA BRASS CAP IN A HANDHOLE AND THE **POINT OF BEGINNING**.

SAID PARCELS CONTAIN 231,138,261 SQUARE FEET OR 5,306.2043 ACRES MORE OR LESS.





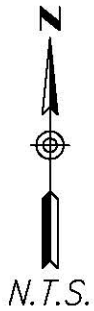
HUBBARD
ENGINEERING

www.hubbardengineering.com

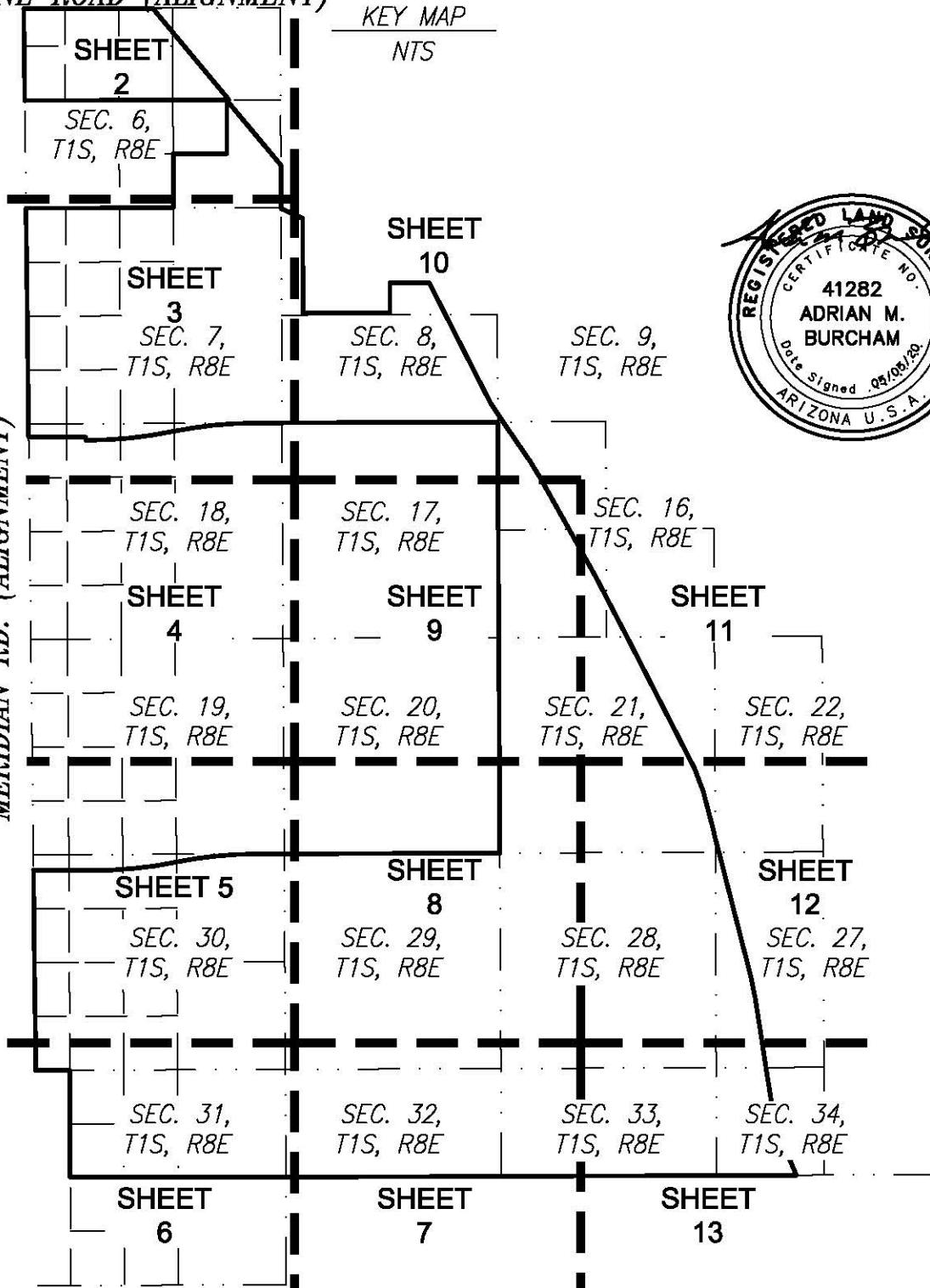
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313

BASELINE ROAD (ALIGNMENT)

KEY MAP
NTS



MERIDIAN RD. (ALIGNMENT)



ASLD 8500
RETAINED PARCEL BOUNDARY
EXHIBIT A
Pinal County, Arizona

Project No.
19123

Date
05/05/20

Project Manager
ADRIAN BURCHAM

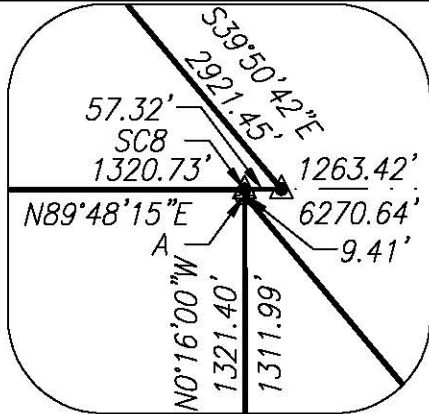
Project Eng.

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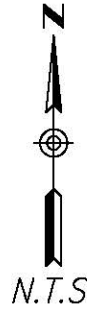
HUBBARD
ENGINEERING
www.hubbardengineering.com

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



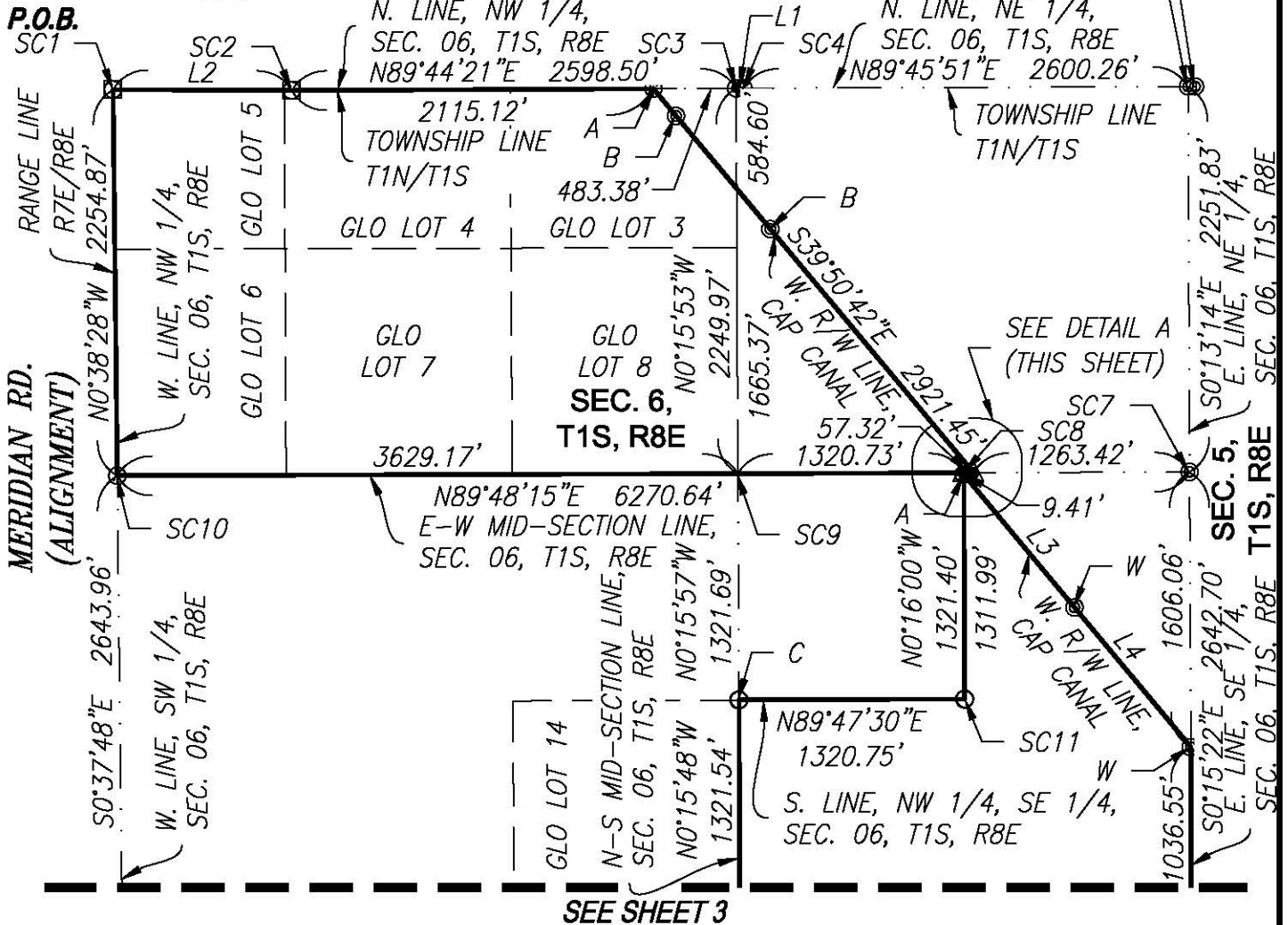
DETAIL A

NTS



**SEC. 31,
T1N, R8E**

BASELINE RD. (ALIGNMENT)



ASLD 8500
RETAINED PARCEL BOUNDARY
EXHIBIT A
Pinal County, Arizona

Project No.
19123

Date
05/05/20

Project Manager
ADRIAN BURCHAM

Project Eng.

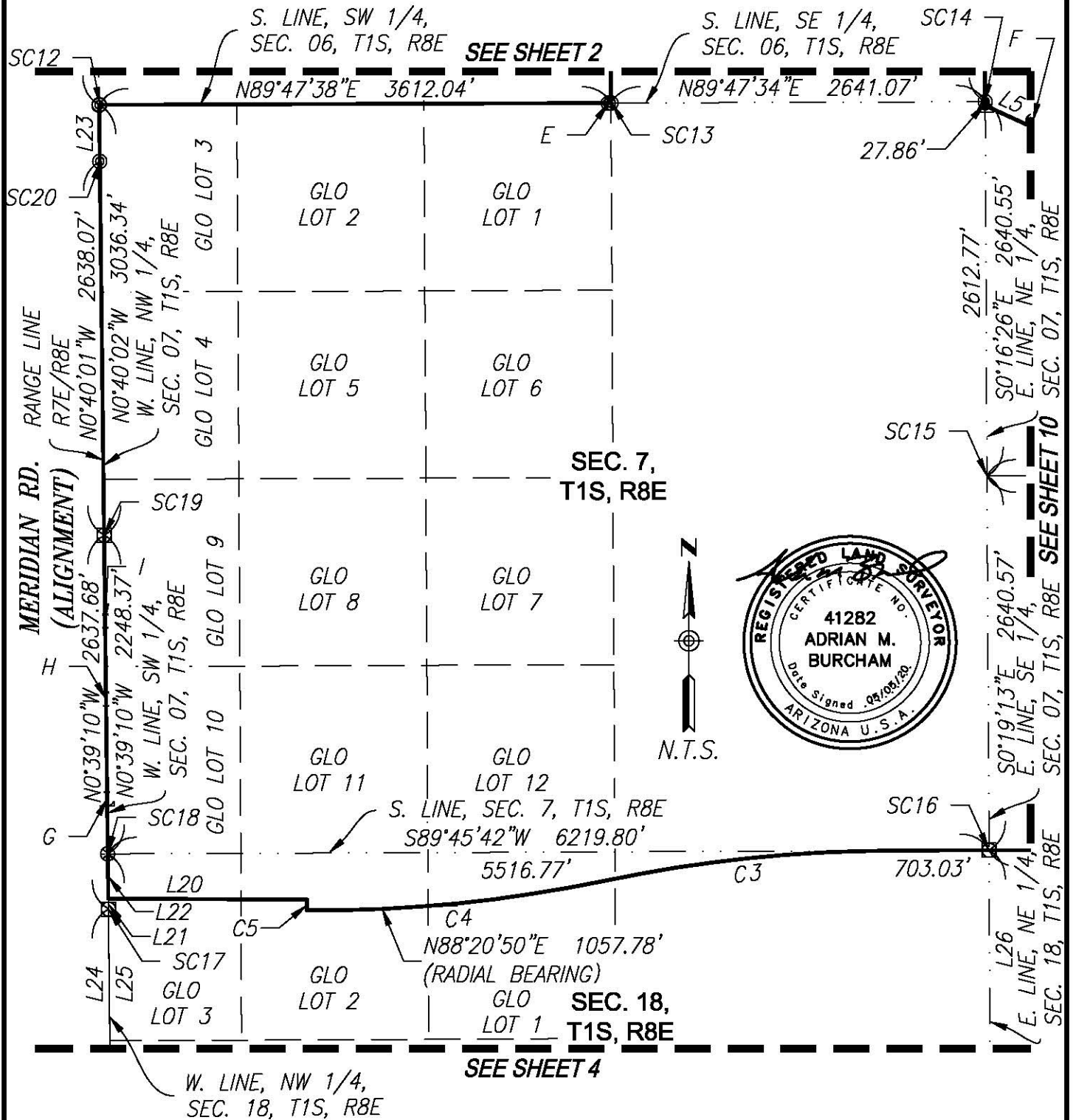
Sht. 2 of 17



HUBBARD ENGINEERING

www.hubbardengineering.com

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



ASLD 8500
RETAINED PARCEL BOUNDARY
EXHIBIT A
Pinal County, Arizona

Project No.
19123

Date
05/05/20

Project Manager
ADRIAN BURCHAM

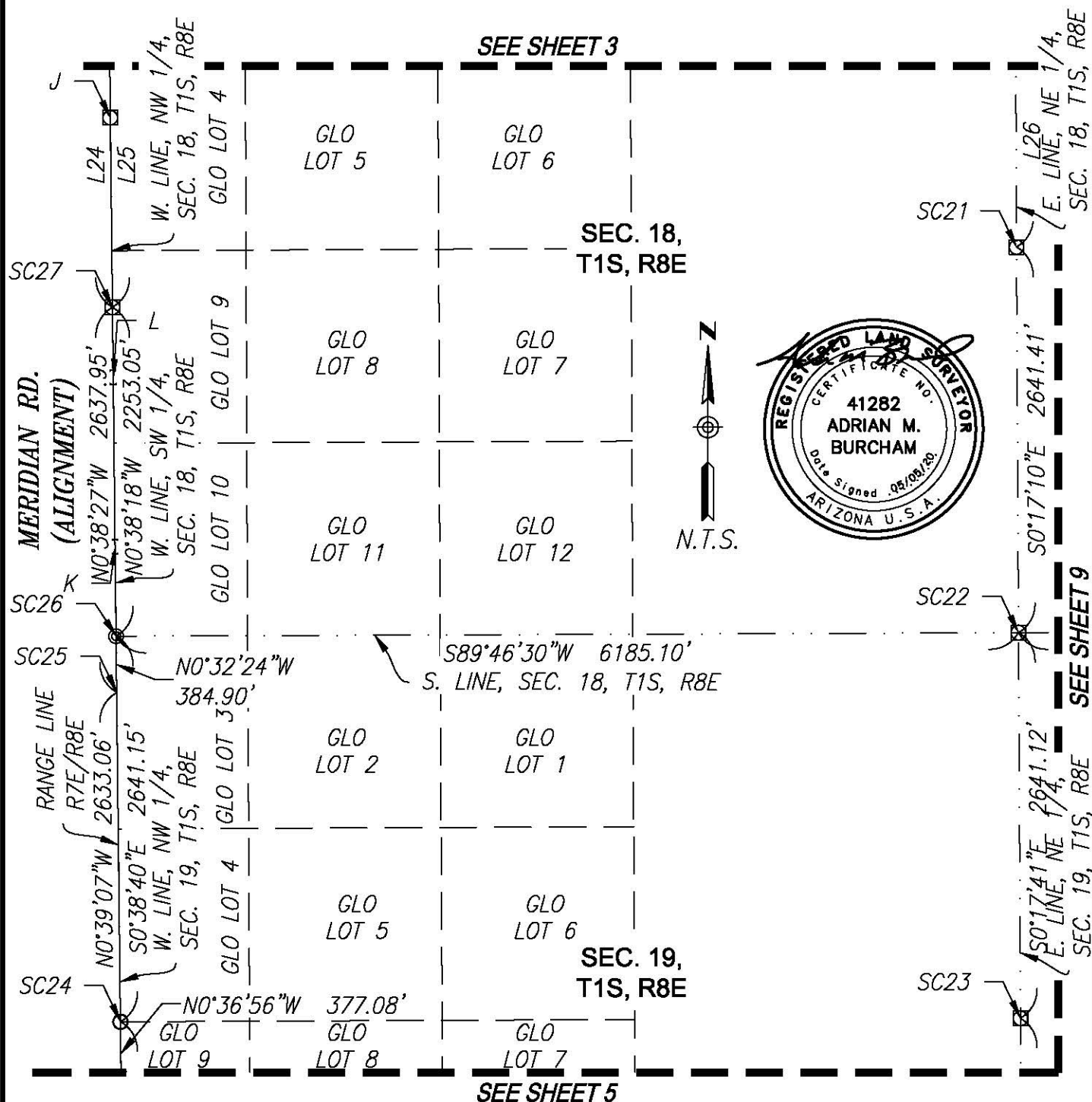
Project Eng.

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ASLD 8500
RETAINED PARCEL BOUNDARY
EXHIBIT A
Pinal County, Arizona

Project No.
19123

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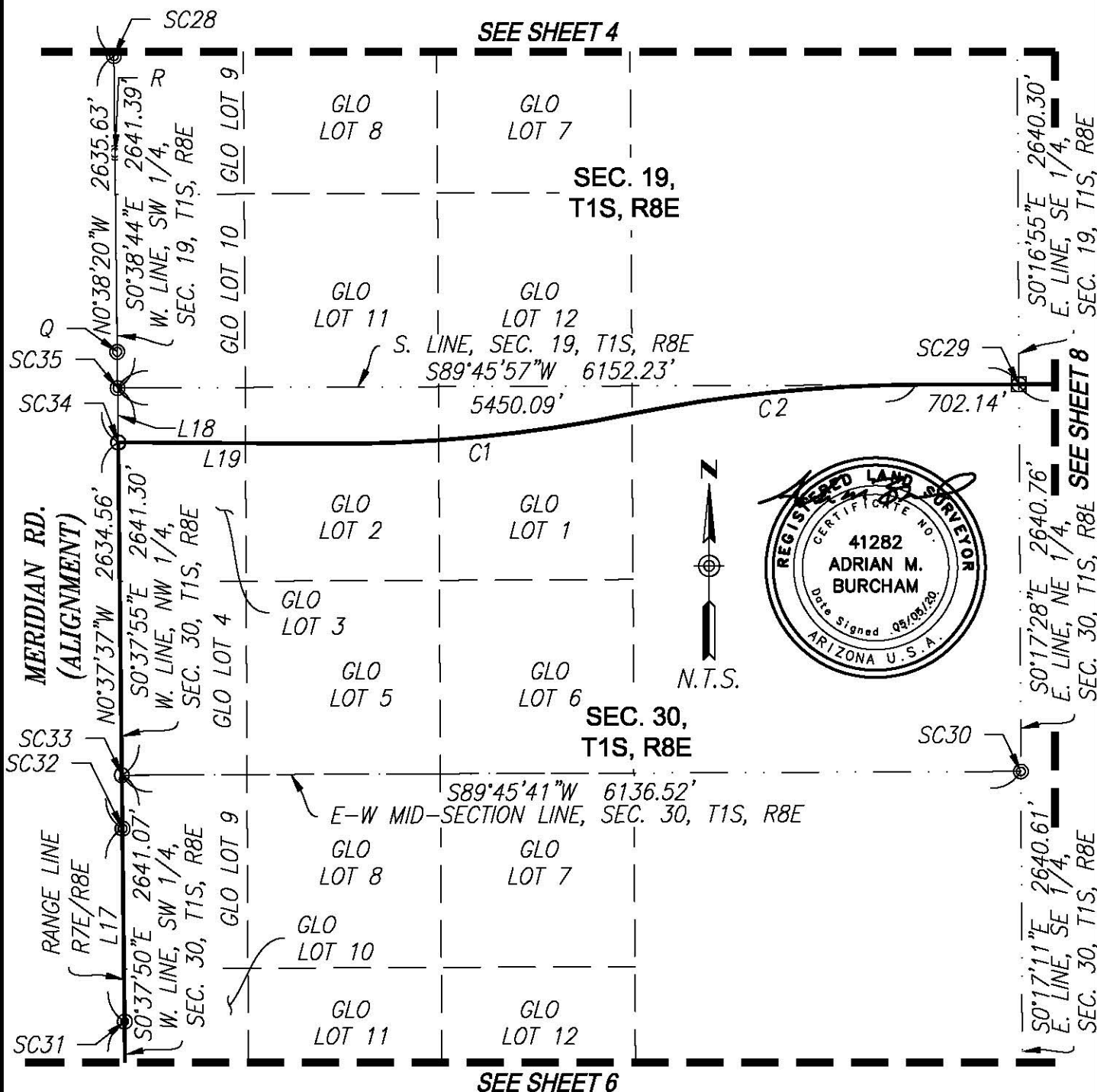
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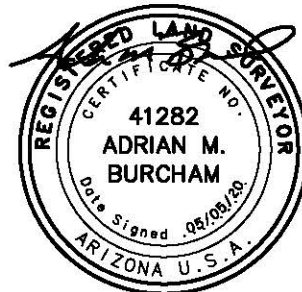
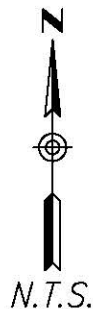
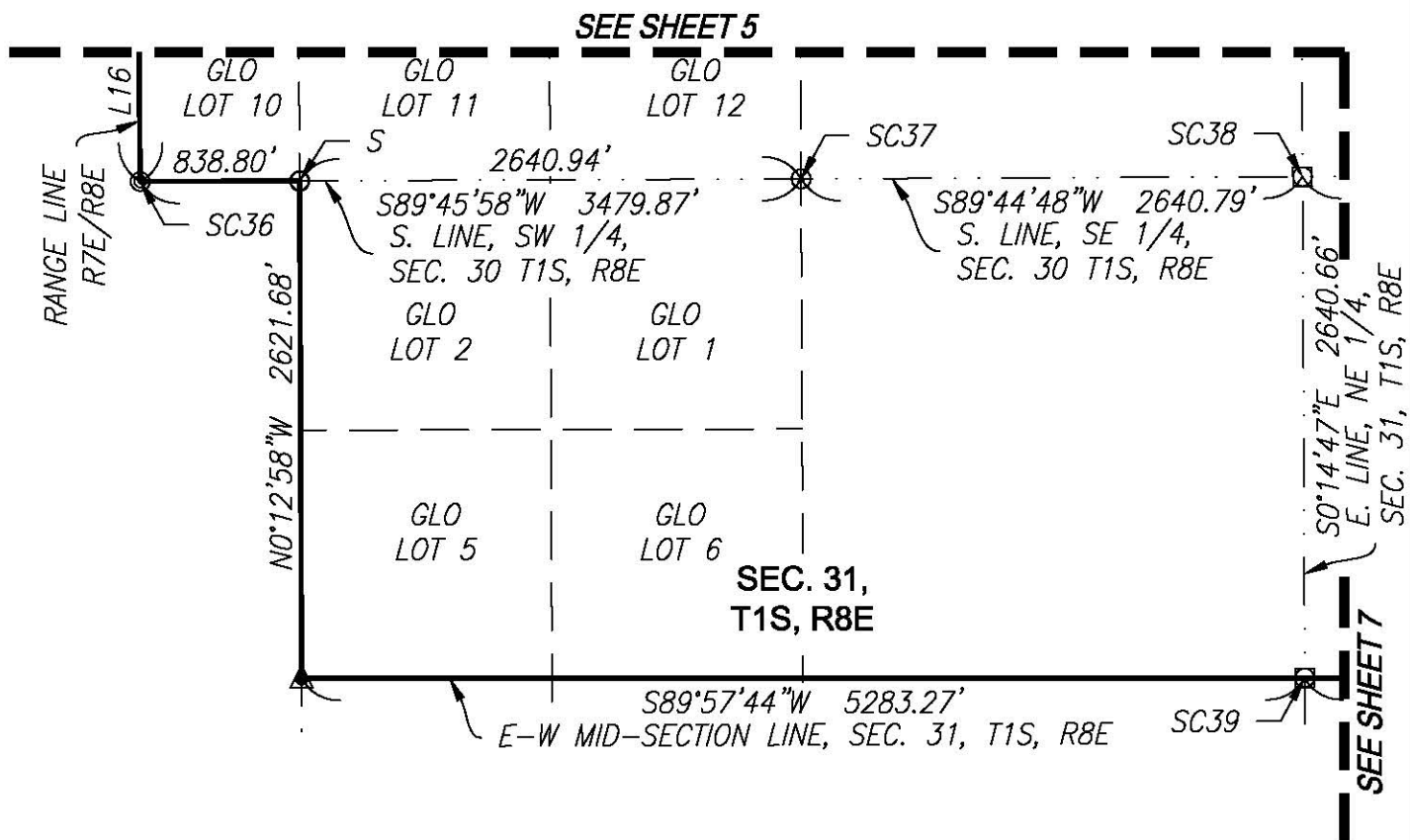
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SEE SHEET 8

SEC. 29,
T1S, R8E

SEC. 28,
T1S, R8E

S89°47'14"W 7925.14'
S. LINE, SEC. 29, T1S, R8E

SC40

S89°47'14"W 7925.14'
S. LINE, SW 1/4,
SEC. 28, T1S, R8E

SEC. 32,
T1S, R8E

SEC. 33,
T1S, R8E

E. LINE, NE 1/4,
SEC. 32, T1S, R8E

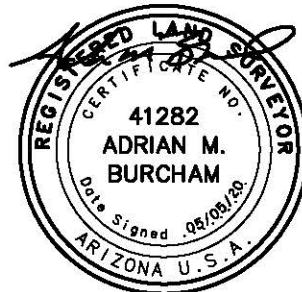
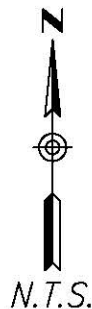
S89°48'52"W 5284.57'
E-W MID-SECTION LINE, SEC. 32, T1S, R8E

SC41

S89°44'45"W 5282.89'
E-W MID-SECTION LINE,
SEC. 33, T1S, R8E

SEE SHEET 6

SEE SHEET 13



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SEE SHEET 9

SEC. 20,
T1S, R8E

SEC. 21,
T1S, R8E

SC42

SC43

S89°48'18"W 2643.70'
S. LINE, SW 1/4,
SEC. 20, T1S, R8E

S89°46'57"W 2643.35'
S. LINE, SE 1/4,
SEC. 20, T1S, R8E

S89°44'48"W 2641.59'
S. LINE, SW 1/4,
SEC. 21, T1S, R8E

S0°15'27"E 2641.55'
E. LINE, SE 1/4,
SEC. 20, T1S, R8E

S0°16'57"E 5280.78'
E. LINE, SEC. 29, T1S, R8E

SEC. 29,
T1S, R8E

SEC. 28,
T1S, R8E



N.T.S.



SEE SHEET 7

SEE SHEET 5

SEE SHEET 12

ASLD 8500
RETAINED PARCEL BOUNDARY
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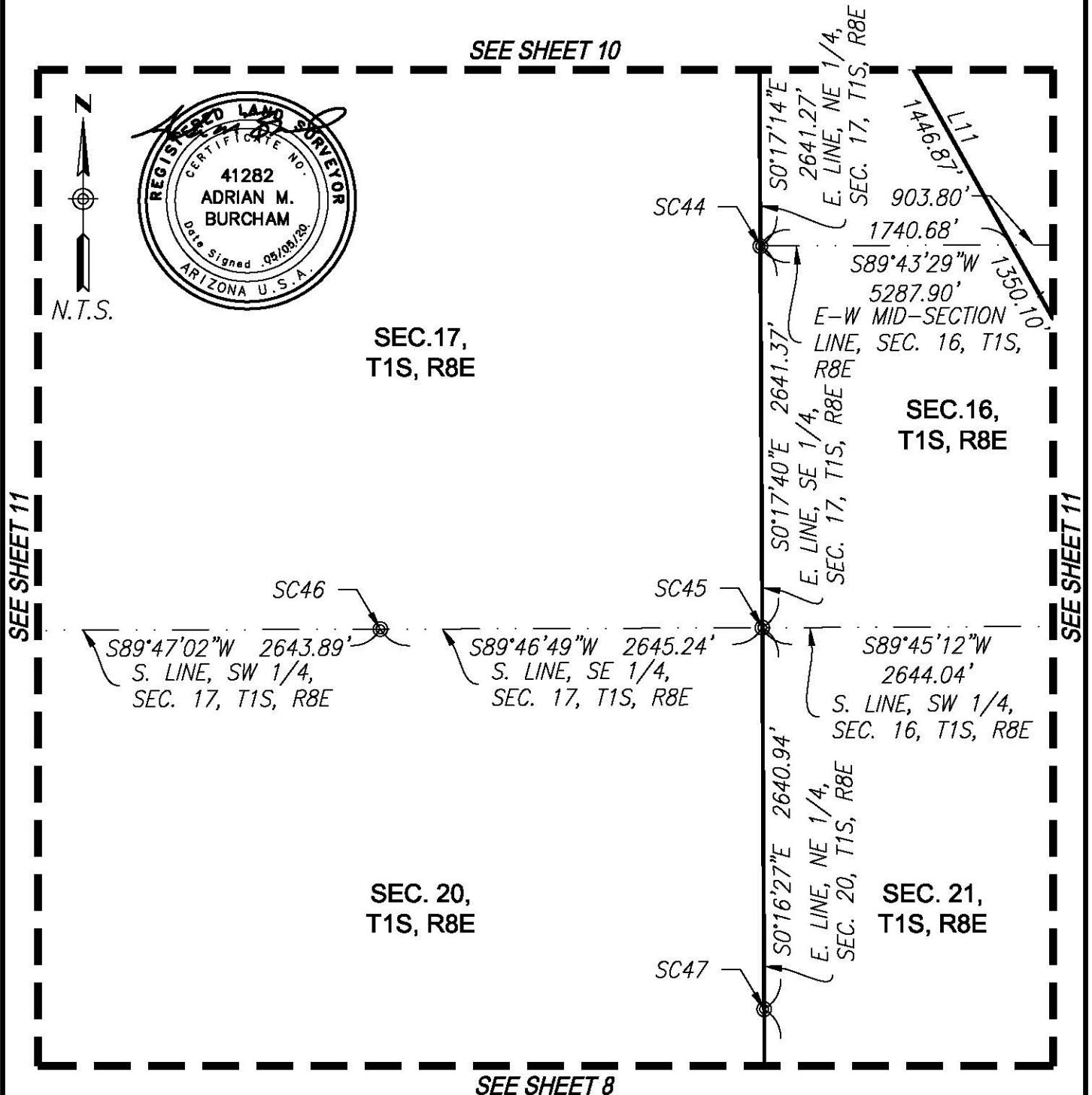
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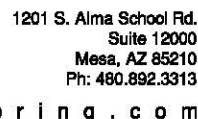
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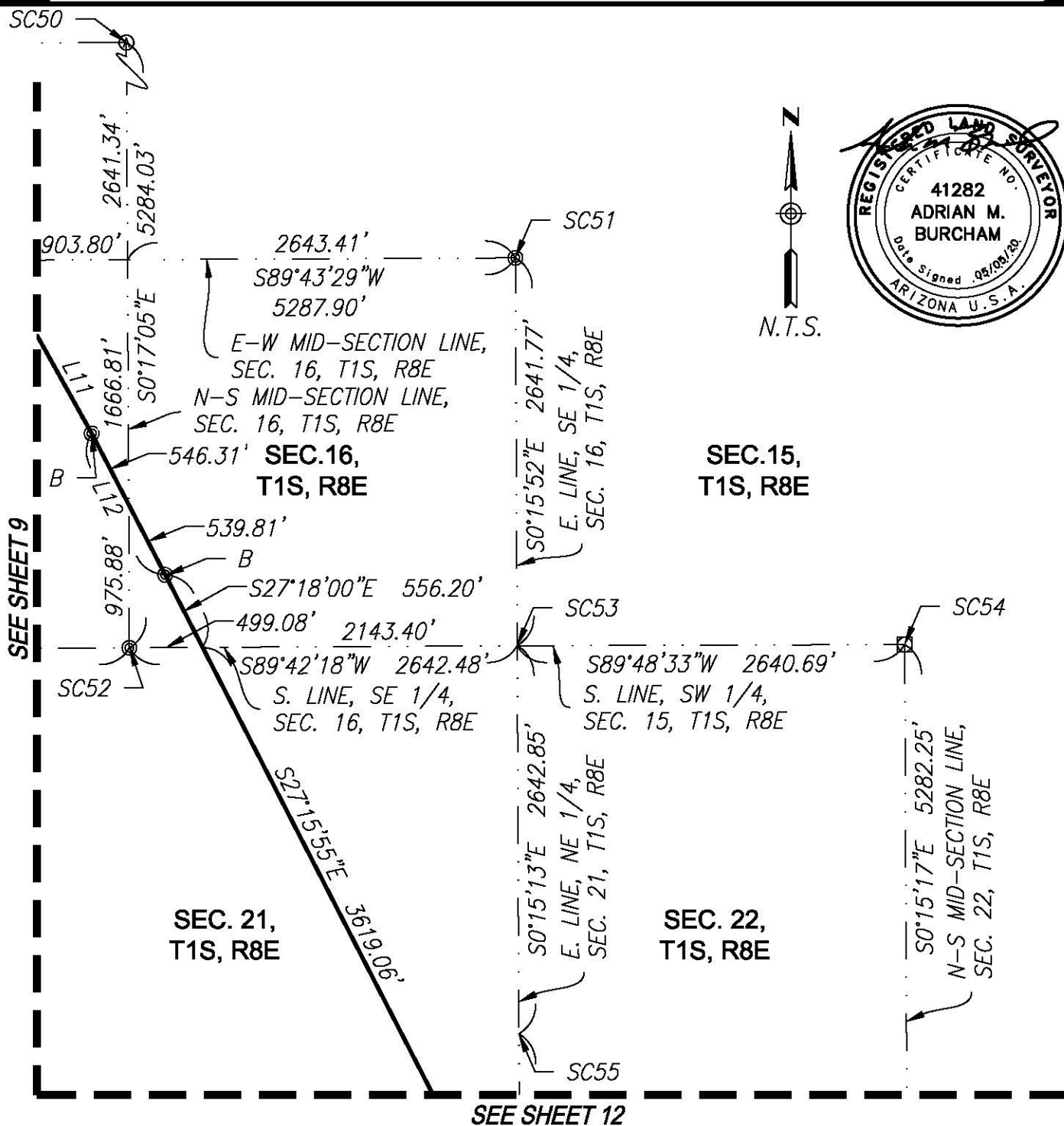


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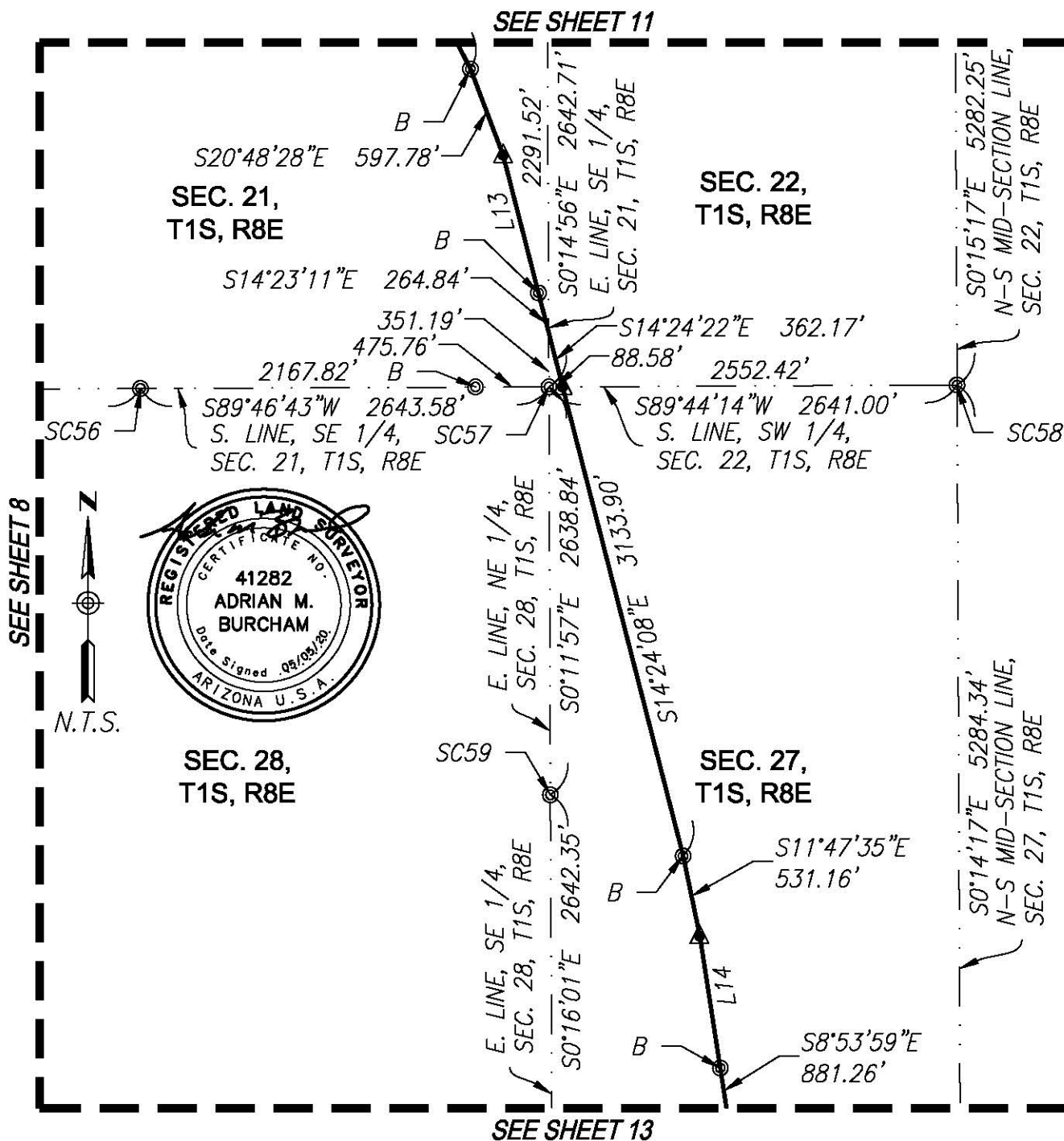
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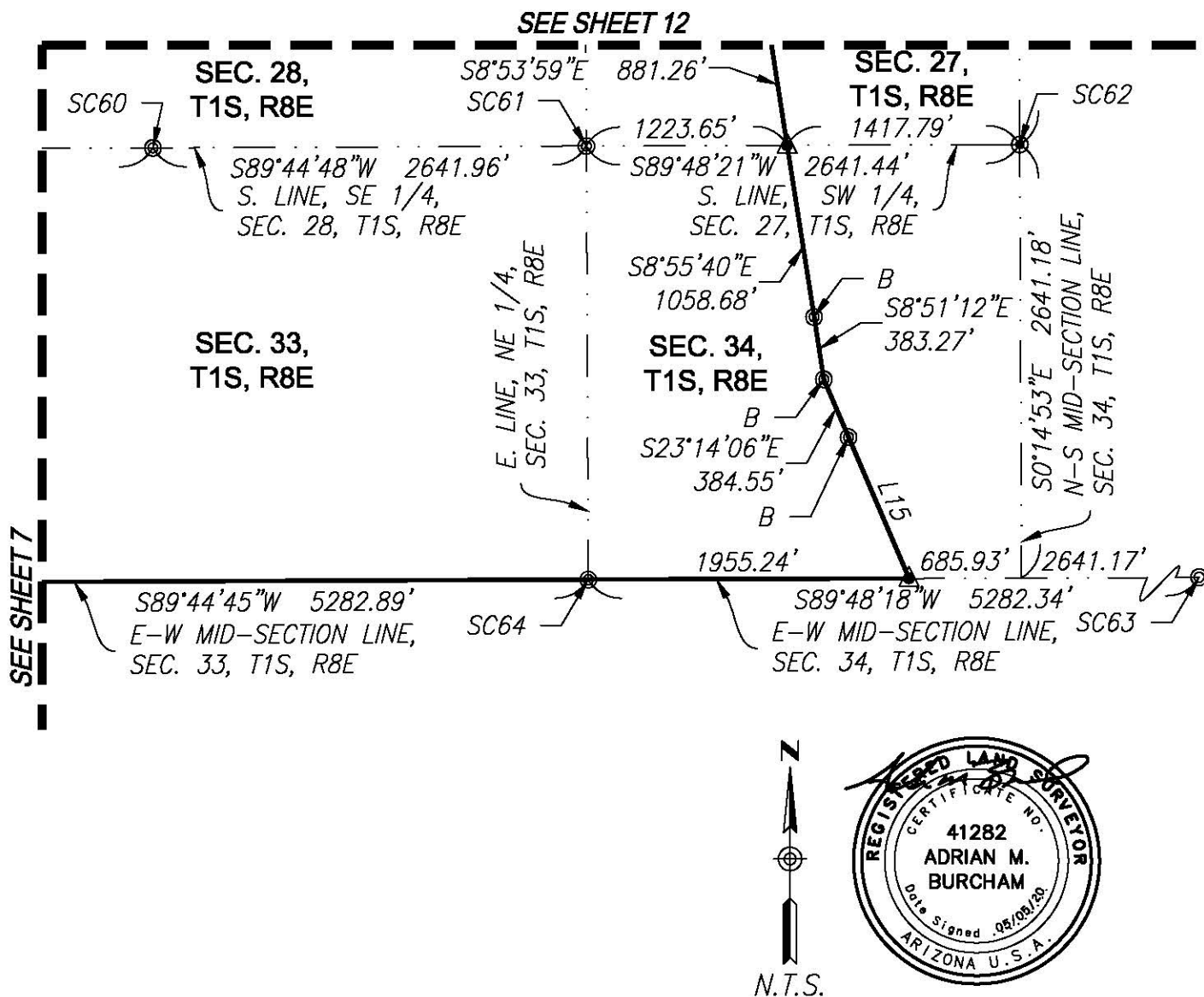
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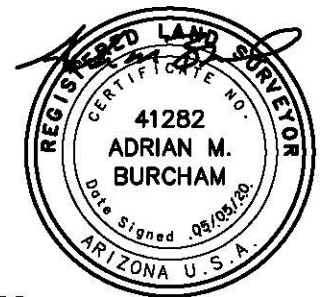


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- SC1 = NW CORNER, SEC. 06, T1S, R8E, FND. 3" CITY OF MESA BCHH
SC2 = SW CORNER, SEC. 31, T1N, R8E, FND. 3" CITY OF MESA BCHH
SC3 = N. 1/4 CORNER, SEC. 06, T1S, R8E, FND. IRON PIPE
SC4 = S. 1/4 CORNER, SEC. 31, T1N, R8E, FND. CPS W/TAG LS #16588
SC5 = NE CORNER, SEC. 06, T1S, R8E, FND. BCF
SC6 = SE CORNER, SEC. 31, T1N, R8E, FND. PINAL COUNTY PUBLIC WORKS BCF LS #31021
SC7 = E. 1/4 CORNER, SEC. 06, T1S, R8E, FND. 3.25" PINAL COUNTY HIGHWAY DEPARTMENT BRASS CAP
SC8 = SW CORNER, E. 1/2, S. 1/2, NE 1/4, SEC. 6, T1S, R8E, FND. NOTHING
SC9 = CENTER SECTION, SEC. 06, T1S, R8E, FND. NOTHING
SC10 = W. 1/4 CORNER, SEC. 06, T1S, R8E, FND. 4" ALUMINUM CAP STAMPED LS #39325 2016
SC11 = SE CORNER, NW 1/4, SE 1/4, SEC. 6, T1S, R8E, FND. 1/2 INCH REBAR WITH CAP LS #21773 HEWITT
SC12 = SW CORNER SEC. 06, T1S, R8E, FND. GLO BRASS CAP 1911
SC13 = S. 1/4 CORNER, SEC. 06 T1S, R8E, FND. 4" PINAL COUNTY PUBLIC WORKS BRASS CAP STAMPED LS #31021 2008
SC14 = SE CORNER SEC. 06, T1S, R8E, FND. 4" PINAL COUNTY PUBLIC WORKS BRASS CAP STAMPED LS #31021 2008
SC15 = E. 1/4 CORNER, SEC. 07, T1S, R8E, FND. NOTHING
SC16 = SE CORNER, SEC. 07, T1S R8E, FND. BCHH
SC17 = SE CORNER, SEC. 12, T1S R7E, FND. 3" COM BCHH NO STAMPING
SC18 = SW CORNER, SEC. 07, T1S R8E, FND. PK NAIL W/TAG LS #28237
SC19 = E. 1/4 CORNER, SEC. 12, T1S, R7E, FND. CITY OF MESA BCHH
SC20 = SE CORNER, SEC. 01, T1S, R7E, FND. GLO BRASS CAP 1911
SC21 = E. 1/4 CORNER, SEC. 18, T1S, R8E, FND. BCHH
SC22 = SE CORNER, SEC. 18, T1S R8E, FND. BCHH
SC23 = E. 1/4 CORNER, SEC. 19, T1S, R8E, FND. BCHH
SC24 = W. 1/4 CORNER, SEC. 19, T1S, R8E, FND. 1/2 REBAR NO MARKINGS
SC25 = SE CORNER, SEC. 13, T1S, R7E, FND. NOTHING
SC26 = NW CORNER, SEC. 19, T1S R8E, FND. U.S. GLO BCF 1911
SC27 = E. 1/4 CORNER SEC. 13, T1S, R7E, FND. CITY OF MESA BCHH
SC28 = E. 1/4 CORNER SEC. 24, T1S, R7E, FND. U.S. GLO BRASS CAP 1911
SC29 = SE CORNER, SEC. 19, T1S R8E, FND. BCHH
SC30 = E. 1/4 CORNER, SEC. 30, T1S, R8E, FND. PINAL COUNTY PUBLIC WORKS BRASS CAP LS #31021
SC31 = SE CORNER, SEC. 25, T1S, R7E, FND. 1" IRON PIPE WITH NO MARKINGS
SC32 = E. 1/4 CORNER SEC. 25, T1S, R7E, FND. MARICOPA COUNTY BRASS CAP LS #36563 2002
SC33 = W. 1/4 CORNER, SEC. 30, T1S, R8E, FND. ACF
SC34 = SE CORNER, SEC. 24, T1S, R7E, FND 1/2" REBAR NO MARKING
SC35 = NW CORNER, SEC. 30, T1S, R8E, FND. U.S. GLO BRAS CAP



ASLD 8500
RETAINED PARCEL BOUNDARY
EXHIBIT A
Pinal County, Arizona

Project No.
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Date
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- SC36 = SW CORNER, SEC. 30, T1S, R8E, FND. U.S. GLO BRASS CAP
 SC37 = S. 1/4 CORNER, SEC. 30, T1S, R8E, FND. ACF
 SC38 = SE CORNER, SEC. 30, T1S, R8E, FND. BCHH, CAP BROKEN
 SC39 = E. 1/4 CORNER, SEC. 31, T1S, R8E, FND. BCHH
 SC40 = SE CORNER, SEC. 29, T1S, R8E, FND. NOTHING
 SC41 = E. 1/4 CORNER, SEC. 32, T1S, R8E, FND. GLO BRASS CAP
 SC42 = S. 1/4 CORNER, SEC. 20, T1S, R8E, FND. GLO BRASS CAP
 SC43 = SE CORNER, SEC. 20, T1S, R8E, FND. GLO BRASS CAP
 SC44 = E. 1/4 CORNER, SEC. 17, T1S, R8E, FND. GLO BRASS CAP
 SC45 = SE CORNER, SEC. 17, T1S, R8E, FND. GLO BRASS CAP
 SC46 = S. 1/4 CORNER, SEC. 17, T1S, R8E, FND. GLO BRASS CAP
 SC47 = E. 1/4 CORNER, SEC. 20, T1S, R8E, FND. GLO BRASS CAP
 SC48 = S. 1/4 CORNER, SEC. 8, T1S, R8E, FND. GLO BRASS CAP
 SC49 = SE CORNER, SEC. 8, T1S, R8E, FND. BRASS CAP STAMPED S8/S9/S17/S16 LS #35306
 SC50 = S. 1/4 CORNER, SEC. 9, T1S, R8E, FND. ACF
 SC51 = E. 1/4 CORNER, SEC. 16, T1S, R8E, FND. GLO BRASS CAP
 SC52 = S. 1/4 CORNER, SEC. 16, T1S, R8E, FND. GLO BRASS CAP
 SC53 = SE CORNER, SEC. 16, T1S, R8E, FND. NOTHING
 SC54 = N. 1/4 CORNER, SEC. 22, T1S, R8E, FND. GLO BCHH
 SC55 = E. 1/4 CORNER, SEC. 21, T1S, R8E, FND. NOTHING
 SC56 = S. 1/4 CORNER, SEC. 21, T1S, R8E, FND. GLO BRASS CAP
 SC57 = SE CORNER, SEC. 21, T1S, R8E, FND. U.S. GLO BRASS CAP STAMPED S21/S22/S27/S28 1914
 SC58 = S. 1/4 CORNER, SEC. 22, T1S, R8E, FND. GLO BRASS CAP
 SC59 = E. 1/4 CORNER, SEC. 28, T1S, R8E, FND. GLO BRASS CAP
 SC60 = N. 1/4 CORNER, SEC. 33, T1S, R8E, FND. GLO BRASS CAP
 SC61 = NE CORNER, SEC. 33, T1S, R8E, FND. U.S. GLO BRASS CAP STAMPED 1914
 SC62 = N. 1/4 CORNER, SEC. 34, T1S, R8E, FND. IRON PIPE NO TAG
 SC63 = E. 1/4 CORNER, SEC. 34, T1S, R8E, FND. U.S. GLO BRASS CAP
 SC64 = E. 1/4 CORNER, SEC. 33, T1S, R8E, FND. U.S. GLO BRASS CAP



N.T.S.



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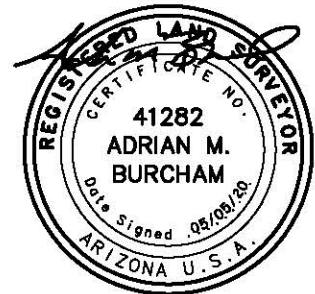
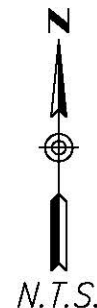


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A = FND. PK NAIL W/TAG LS #39325
B = FND. U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION BRASS CAP
C = FND. 1/2" REBAR W/CAP LS #39325
D = FND. 1/2" REBAR W/TAG LS #21773
E = FND. 4" PINAL COUNTY PUBLIC WORKS BRASS CAP
F = FND. PINAL COUNTY PUBLIC WORKS BRASS CAP LS #31021
G = FND. CITY OF MESA BCHH @ INTERSECTION OF MERIDIAN & PRONGHORN
H = FND. CITY OF MESA BCHH @ INTERSECTION OF MERIDIAN & PETERSON
I = FND. CITY OF MESA BCHH @ INTERSECTION OF MERIDIAN & PRAIRIE
J = FND. CITY OF MESA BCHH @ INTERSECTION OF MERIDIAN & QUINTANA
K = FND. CITY OF MESA BCHH @ INTERSECTION OF MERIDIAN & RENFIELD
L = FND. CITY OF MESA BCHH @ INTERSECTION OF MERIDIAN & REMBRANDT
M = FND. REBAR W/CAP LS #32788
N = FND. PK NAIL NO TAG
O = FND. IRON PIPE NO TAG
P = FND. REBAR W/CAP LS #50620
Q = FND. MCDOT BRASS CAP LS #22782 @ INT. OF MERIDIAN & SABLE
R = FND. MCDOT BRASS CAP LS #22782 @ INT. OF MERIDIAN & SOLINA
S = FND. 1/2" REBAR NO CAP
T = FND. 1/2" REBAR W/CAP LS #32222
U = FND. ACF W/CAP LS #39325
V = FND. PK NAIL W/TAG HEWITT LS #21773
W = FND. BRASS CAP FLUSH STAMPED CAP ROW LS #39325



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LINE TABLE

LINE #	BEARING	LENGTH
L1	N89°44'21"E	42.94'
L2	S89°46'09"E	1045.52'
L3	S39°49'39"E	1011.54'
L4	S39°49'37"E	1061.71'
L5	S65°30'54"E	580.79'
L6	N89°59'55"E	942.39'
L7	S34°17'35"E	286.43'
L8	S34°13'21"E	244.01'
L9	S34°18'10"E	1162.61'
L10	S31°47'01"E	483.62'
L11	S29°16'41"E	2796.96'
L12	S27°26'50"E	1086.12'
L13	S14°24'38"E	919.93'



LINE TABLE

LINE #	BEARING	LENGTH
L14	S8°49'30"E	861.60'
L15	S23°09'55"E	936.25'
L16	N0°36'36"W	959.66'
L17	N0°39'04"W	1317.10'
L18	N0°38'44"W	371.05'
L19	S89°35'53"E	1419.06'
L20	N89°37'16"W	1403.26'
L21	S0°39'10"E	75.01'
L22	N0°39'10"W	314.31'
L23	N0°37'47"W	398.28'
L24	N0°37'35"W	2637.63'
L25	N0°37'56"W	3026.95'
L26	S0°13'49"E	2639.89'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	11°55'54"	10000.00'	2082.47'	S84°26'10"W 2078.71
C2	11°17'44"	10000.00'	1971.47'	S84°07'05"W 1968.28
C3	11°33'00"	10000.00'	2015.84'	S83°59'13"W 2012.43
C4	12°10'01"	10000.00'	2123.54'	S84°17'43"W 2119.55
C5	4°03'48"	1057.78'	75.02'	N00°22'44"E 75.00

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EXHIBIT B

[Property Map]

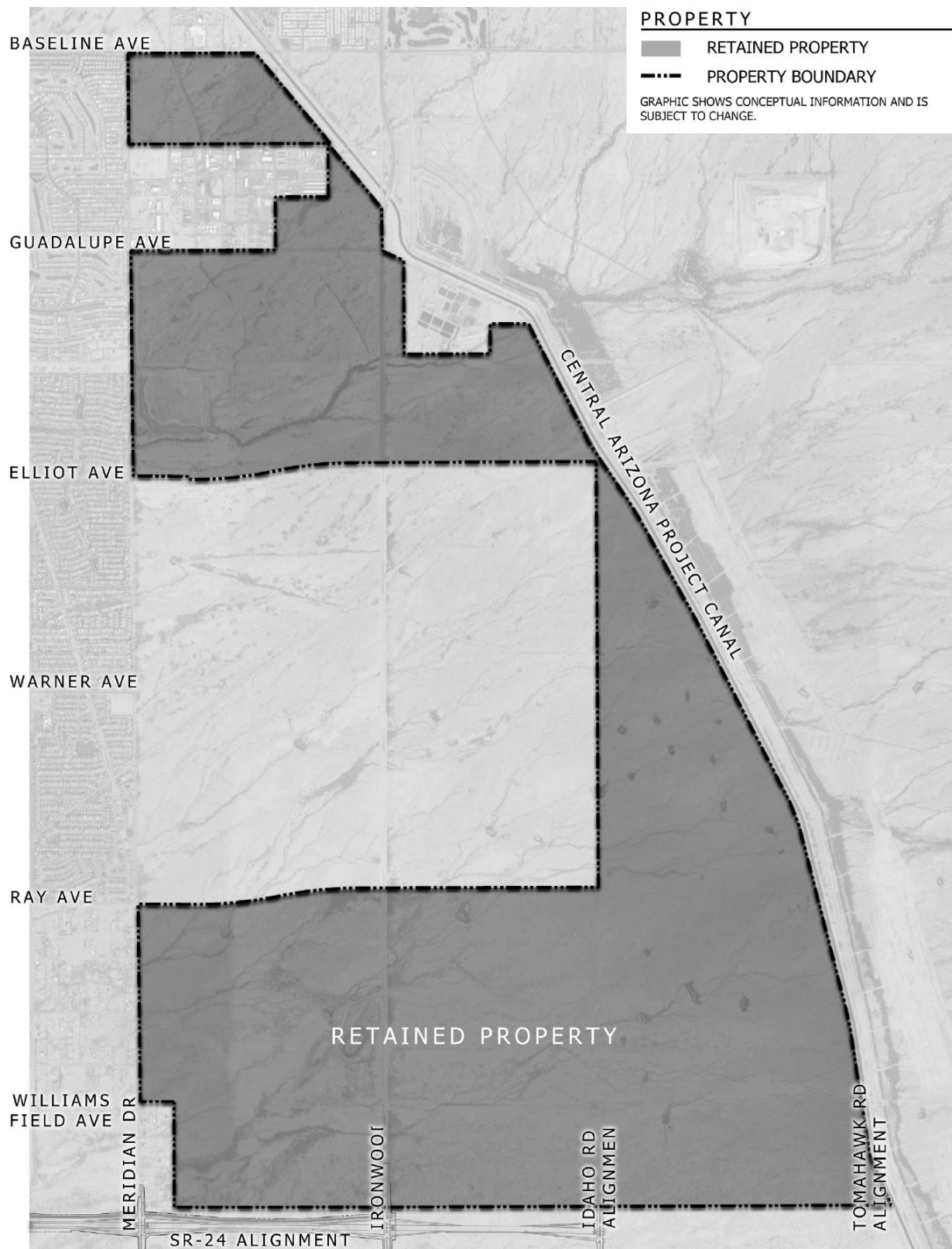


EXHIBIT C

[Depiction of the Development Units]

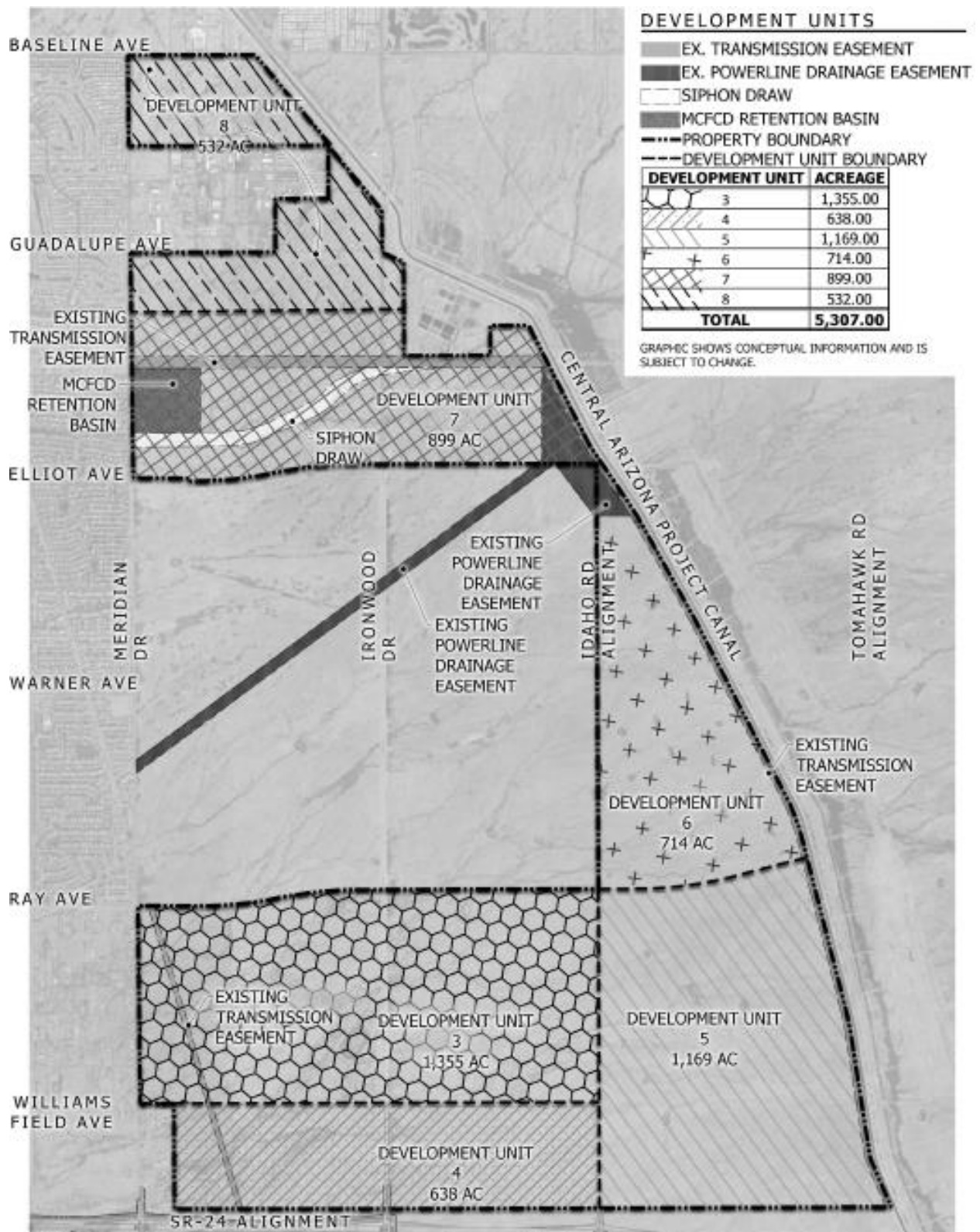


EXHIBIT D

[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:

