

When recorded, return to:

City Clerk
City of Chandler
P. O. Box 4008, Mail Stop 606
Chandler, AZ 85244-4008

DEVELOPMENT AGREEMENT

between

**CITY OF CHANDLER,
an Arizona municipal corporation**

and

**K. HOVNANIAN GREAT WESTERN HOMES, LLC,
an Arizona limited liability company.**

Approved by the Chandler City Council on June 29, 2023

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 29th day of June, 2023 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation ("City") and K. Hovnanian Great Western Homes, LLC, an Arizona limited liability company ("Developer"). City and Developer may be referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. Developer and Cathedral of Praise, Inc. ("Cathedral") have entered into that certain Purchase and Sale Agreement and Escrow Instructions, dated December 2021, pursuant to which Cathedral agreed to sell to Developer that certain real property totaling approximately 12.79 gross acres in the City of Chandler, as legally described in Exhibit "A" to this Agreement (the "Property").

B. The Parties acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of Arizona Revised Statutes § 9-500.05 and in accordance with that statute this Agreement shall, upon Developer's acquisition of fee title to the Property, be recorded in the Office of the Maricopa County Recorder against the interest of Developer in the Property to give notice to all persons of its existence and of the Parties' intent that the burdens and benefits contained in this Agreement be binding on and inure to the benefit of the Parties and all of their successors in interest and permitted assigns.

C. The Property is subject to a tri-party agreement executed in 1979 between the City of Chandler, Cathedral, and Estes Homes (the "Tri-Party Agreement"), a copy of which was recorded with the Maricopa County Recorder's Office as document no. 1979-0330114. Cathedral owned the Property when the Tri-Party Agreement was executed. Estes Homes was the developer of an adjacent residential neighborhood located directly east of the Property. After executing the Tri-Party Agreement, Estes Homes developed the residential neighborhood and sold parcels to individual homeowners. The adjacent residential neighborhood is now commonly known as the Orangetree Subdivision ("Orangetree").

D. The Tri-Party Agreement required Cathedral to maintain a stormwater retention basin that would serve to collect and retain the stormwater runoff created by the Orangetree development and the Property. The maintenance obligation contained in the Tri-Party Agreement includes planting, irrigation, and upkeep of grass and trees within the retention basin. The Tri-Party Agreement gives City the right to intervene and maintain the retention basin if Cathedral fails to meet its maintenance obligation, in which case City also has the right to assess the cost of that maintenance on Cathedral and Orangetree.

E. Developer intends to construct a single-family residential neighborhood on the Property. In conjunction with this development, Developer wishes to make

improvements to and deed that portion of the Property containing the retention basin to City, such that City will assume all ownership of the improved retention basin (hereinafter the "Retention Basin"), including the maintenance obligation contained in the Tri-Party Agreement. City agrees to assume ownership and maintenance of the Retention Basin in exchange for the consideration provided in this Agreement. A legal description of the real property comprising the Retention Basin that will be deeded to City is attached to this Agreement as Exhibit "B."

F. The Parties agree that this Agreement supersedes and takes precedence over the Tri-Party Agreement with respect to the Parties' individual obligations contained therein.

AGREEMENT

The Parties agree as follows:

ARTICLE 1. Term

1.1 Term. This Agreement shall commence on the Effective Date and continue in full force and effect for a period of 10 years (the "Term"). At the end of the Term, this Agreement shall automatically terminate unless otherwise extended in writing by the parties. In the event that this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, except as expressly provided in this Agreement or as required to give effect to any surviving provisions. Notwithstanding the foregoing, any obligations or liabilities of the parties that, by their nature, would be expected to survive any termination or expiration of this Agreement shall so survive. Notwithstanding the foregoing, in the event Developer (or its assignee) has not acquired fee title to the Property on or before January 15, 2024, then this Agreement shall automatically terminate and the Parties shall have no further rights, obligations, liabilities or duties hereunder.

ARTICLE 2. Developer's Obligations

2.1 Phase I Environmental Study. Developer will conduct a Phase I environmental study on the Property and provide a copy of the study to City for City's review and approval. The Phase I study will be completed and provided to City before commencement of any improvements to the Retention Basin. Any matters identified in the study that indicate an environmental hazard to be present in the Property must be remedied by Developer to the satisfaction of City before work on any improvements to the Retention Basin may commence.

2.2 Retention Basin Design. Developer will provide engineering analysis and design for the Retention Basin to be modified and/or rehabilitated to retain stormwater from all currently contributing sources in accordance with City codes, standards, and good engineering practice (the "Retention Basin Improvements"). Developer's drainage analysis will compare the current capacity of the basin with the required volume as determined by

the calculations for all tributary neighborhoods, including the need for additional drywells necessary to drain the Retention Basin. Developer will provide a geotechnical and stormwater report for the Retention Basin to determine whether the basin can properly drain within 36 hours. If there is a volume deficiency and the Retention Basin is not able to drain a 100-year 2-hour storm within 36 hours, the engineering design will include dry wells as needed. Developer will submit plans to City for the Retention Basin Improvements for City's review and approval before commencement of any work. Developer will comply with all applicable City codes pertaining to the engineering and aesthetic components of the Retention Basin, including but not limited to increased retention capacity and landscaping.

2.3 Joint Inspection. Developer will invite City staff to jointly inspect all concrete scuppers, headwalls, flared-end sections, and pipes entering the Retention Basin. Any that are found to be in disrepair will be replaced by Developer.

2.4 Plat. The Parties acknowledge that the current final plat for the Property was recorded on or about July 11, 1979, in Book 213 of Maps, page 22, records of Maricopa County, Arizona (the "Existing Final Plat"). Developer will submit a new plat for the Property pursuant to state law and Chandler City Code requirements. The new plat will make the Retention Basin a separate parcel. To the extent the Existing Final Plat requires City's written authorization for Developer to, among other things, deviate from Detail A of the Existing Final Plat, reduce the volume of storage of the Property, and so forth, then the execution of this Agreement by City shall be deemed such written authorization to Developer, provided Developer complies with the new plat and site improvements plans to be processed by Developer with City.

2.5 County Jurisdiction Portion. Developer will work with adjacent property owners to deed that portion of the Property that is within Maricopa County's jurisdiction (the "County Jurisdiction Property") to the respective neighboring parcels on, or immediately prior to, Developer's acquisition of fee title to the Property.

2.6 Retention Basin Improvements. Developer will construct the Retention Basin Improvements at its own cost in accordance with the plans approved by City. The Retention Basin Improvements must generally follow the design shown on the landscape plan attached to this Agreement as Exhibit "C," and must include at a minimum the following:

- a. Stabilization of the bottom and side slopes of the northern retention areas with decomposed granite;
- b. Stabilization of the bottom of the southern retention area with 'Mid Iron' Bermuda sod;
- c. Installation of an underground irrigation system for watering the sod and landscaping within the Retention Basin according to specifications approved by City and that is designed and built to a standard of quality commensurate with other public parks owned by City, e.g., a Baseline irrigation system;
- d. Public park amenities designed and built according to City approved specifications, including (unless otherwise agreed to by City) a shaded playground, ramada, site furniture, drinking fountain, and barbecue grill that are designed and built to a standard of quality commensurate with other public parks owned by City, which amenities must comply with ASTM,

IPEMA, and ADA standards; the ramada must be equivalent to Classic Recreation Systems design and standards;

e. Installation of landscaping, perimeter walls, and view fencing.

2.7 Maintenance and Warranty Period. Developer will maintain the Retention Basin Improvements until such Retention Basin Improvements have been accepted by City. The maintenance obligation in this Agreement includes all repairs, landscaping, and trash and debris removal. Developer warrants the Retention Basin Improvements for one year after City's acceptance of such Retention Basin Improvements (the "Warranty Period"). Developer will correct any deficiency or defect in the workmanship or materials promptly upon Notice from City during the Warranty Period. In addition to the foregoing, Developer shall be responsible for cleaning up and repairing any damage to the Retention Basin Improvements caused by Developer's construction crews working at the Property, including, without limitation, damage to playground equipment, sod, and landscaping, as well as cleanup of any trash, debris, and silt buildup caused by runoff from the Property.

2.8 Retention Basin Title Report and Deed. Developer will provide City with a title report for the Retention Basin property. Upon a determination by City that the title report is satisfactory and that the Retention Basin Improvements have been completed to City's satisfaction, Developer will deed the real property and all improvements thereon contained in the Retention Basin to City, by executing and recording a copy of the special warranty deed contained in Exhibit "D" to this Agreement.

2.9 City Development Standards. Developer will develop the Property, including the residential subdivision portion and all required on-site and off-site improvements, according to City's construction and development standards. The required Warner Road off-site improvements include, but are not limited to, a) installation of new six-foot sidewalk along Warner Road; b) removal of existing driveway on Warner Road to be replaced by curb and sidewalk; c) installation of new LED streetlight fixtures with concrete foundations.

ARTICLE 3. City's Obligations

3.1 Due Diligence. City will promptly review the results of the Phase I environmental study and title report. If City determines that it would not be in the best interest of City to acquire the Retention Basin because of matters discovered through the study or title report, then, within 20 business days after City's receipt of the study and the report (the "Notice Period"), City will provide Notice to Developer that City no longer wishes to acquire the Retention Basin property (the "Termination Notice"). If City delivers the Termination Notice to Developer during the Notice Period, then (i) this Agreement will automatically terminate, and (ii) the Parties will then execute and record a termination and release of this Agreement in substantially the form contained in Exhibit "E" to this Agreement. If City fails to deliver a Termination Notice to Developer during the Notice Period, then Developer shall have the option to send to City a follow-up notice, in which Developer informs City of its failure to deliver a Termination Notice (the "Follow-up Notice"). City shall have ten (10) days after receipt of the Follow-up Notice to deliver a Termination Notice to Developer. If City delivers a Termination Notice to Developer during such ten (10) day period,

then subclauses (i) and (ii) above shall apply. If City fails to deliver a Termination Notice to Developer during such ten (10) day period, then City shall be irrevocably deemed to have forever waived its right to terminate this Agreement under this Section 3.1.

3.2 Plan Review. City will receive and review Developer's engineering plans for the Retention Basin according to City's customary plan review process.

3.3 Acceptance by City. Upon final completion of all Retention Basin Improvements required by this Agreement, City will accept the Retention Basin Improvements and take ownership of the Retention Basin via the special warranty deed recorded by Developer.

3.4 Maintenance of Retention Basin. Upon acceptance by City of the Retention Basin Improvements and recordation of the special warranty deed, City shall be deemed to have assumed all of Developer's maintenance obligations of the Tri-Party Agreement.

3.5 Termination of Grant of Easement Deed. On or about June 4, 1987, Cathedral executed that certain Grant of Easement Deed, for the benefit of City, which Grant of Easement Deed was recorded in the official records of Maricopa County, Arizona as Instrument No. 19870353873 (the "Easement Deed"). City, at little or no cost to City, shall execute a Termination of Easement Deed, in such form and content as necessary to cause the Easement Deed to be terminated and removed as a continuing encumbrance against the Property (the "Termination of Easement Deed"). City shall cause the Termination of Easement Deed to be recorded within 10 days after the execution of this Agreement. The terms and provisions of this paragraph shall survive a termination of this Agreement.

3.6 Concurrently with, or immediately after, City takes ownership of the Retention Basin, City will record (for the benefit of Developer) a drainage easement allowing runoff from the subdivision portion of the Property to flow into the Retention Basin. The easement shall be in the form typically used by City and shall require Developer and its successors to maintain all facilities used for drainage within the easement at Developer's expense. Developer will include a provision for maintenance of the drainage easement facilities in the covenants, conditions, and restrictions that will be recorded on the subdivision that will require the homeowners' association to maintain the drainage facilities within the drainage easement.

ARTICLE 4. INDEMNIFICATION AND INSURANCE

4.1 The following terms shall have the following meanings in this Article:

"Hazardous Substances" means any materials or pollutants which pose a hazard to the Property, or to persons on or about the same, or cause the Property to be in violation of any law or local approval ("Environmental Law"), including any provision of Title 49 of the Arizona Revised Statutes or are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic" or words of similar import under any applicable law or regulation.

"Release": Any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

4.2 Developer agrees to indemnify, defend and hold harmless, on demand, the City, its successors and assigns, its elected and appointed officials, employees, agents, boards, and commissions, for, from and against any and all liabilities, obligations, damages, charges and expenses, penalties, suits, fines, claims, legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons, property or the environment, and any and all claims or actions brought by any person, entity or governmental body (collectively, "Claims"), which Claims allege or arise in connection with contamination of, or adverse effects on, human health, property or the environment pursuant to any Environmental Law, the common law, or other statute, ordinance, rule, regulation, judgment or order of any governmental agency or judicial entity, and which are incurred or assessed because of, as a result of, or in connection with, whether in part or in whole, the performance of their respective obligations hereunder in connection with: (i) the respective acts, errors or omissions of Developer, and their respective owners, affiliated entities, agents, successors, assigns, officers, directors, or employees, (ii) any property dedicated to the City from them pursuant to this Agreement, or (iii) any Release or threat of Release of a Hazardous Substance into the environment by Developer or its employees or contractors in connection with this Agreement and/or the Property. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial actions, removal or restoration work required or conducted by any federal, state, county, or local governmental agency or political subdivision. The Parties agree that the City's right to enforce this covenant to indemnify is not an adequate remedy at law for a violation of any provision of this Agreement by Developer and that the City shall have the rights set forth in this paragraph in addition to all other rights and remedies provided by law or otherwise provided for in this Agreement. The foregoing indemnity, defense and hold harmless obligations of Developer shall not apply to any Claims arising from the negligence or willful misconduct of City, its successors and assigns, its elected and appointed officials, employees, boards, and commissions.

4.3 Without limiting the foregoing, Developer shall promptly take all actions at its sole cost and expense as are necessary to mitigate any immediate threat to human health or the environment by the presence of Hazardous Substances arising out of or resulting from Developer's performance hereunder. Developer shall undertake such actions without regard to the potential legal liability of any other person; however, any remedial activities by Developer shall not be construed as to impair Developer's rights, if any, to seek contribution or indemnity from another person.

4.4 Developer agrees to indemnify, defend, and hold harmless the City and its officers, officials, agents, and employees for, from and against any and all Claims for personal injury (including death) or property damage caused, or alleged to be caused, by the respective negligent or willful acts, errors, or omissions of Developer, and those of Developer's respective directors, officers, members, managers, agents, successors, assigns, or employees, arising out of or resulting from this Agreement. The preceding indemnity obligation includes any Claim or amount arising under the worker's compensation laws, Environmental Laws, or arising out of the failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, court decree, or for any breach or violation of this

Agreement. For the consideration of this Agreement, Developer agrees to waive all rights of subrogation against the City for losses arising from or related to this Agreement. The foregoing indemnity, defense and hold harmless obligations of Developer shall not apply to any Claims arising from the negligence or willful misconduct of City, its officers, officials, and employees.

4.5 Developer Insurance Requirements.

- a. Generally. Developer must procure insurance, as more fully described below. Developer must maintain the insurance until Final Acceptance (as defined in Chandler City Code Section 47-8) of the Retention Basin Improvements. The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in this section are sufficient to protect Developer from liabilities that might arise out of this Agreement. Developer is free to purchase such additional insurance as may be determined necessary.
- b. Minimum Scope and Limits of Insurance. Developer must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

Commercial General Liability – Occurrence Form:

This policy must include bodily injury, property damage, broad form contractual liability coverage.

General Aggregate	\$4,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

This policy must be endorsed to include the following additional insured language: “The City of Chandler is named as an additional insured with respect to liability arising out of the activities performed by Developer.”

Worker’s Compensation and Employers’ Liability:

Workers’ Compensation	Statutory Employers’ Liability
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

This policy must contain a waiver of subrogation against the City.

- c. Consultant and Contractor Insurance Requirements. The Parties acknowledge that form agreements for the Retention Basin Improvements shall require each contractor and consultant to maintain insurance for coverages and amounts as reasonably approved by Developer and City.

ARTICLE 5. STANDARD TERMS AND CONDITIONS

5.1 Notices. Except as otherwise required by law, any notice, demand or other communication required to be given by this Agreement (each, a "Notice") shall be in writing and shall be given by (i) personal delivery; (ii) by certified or registered United States Mail, return receipt requested or by United States Priority Mail; or (iii) by any nationally recognized express or overnight delivery service (e.g., FedEx or UPS), with all postage and other delivery charges prepaid and 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 paragraph:

To Developer:	Michael Fulmer K. Hovnanian Homes 20830 North Tatum Blvd. Suite 250 P: (480) 824-4146 Email: mfulmer@khov.com
With copy to:	Chad Fuller K. Hovnanian Homes 20830 North Tatum Blvd. Suite 250 P: (480) 824-4148 Email: cfuller@khov.com
To City:	Development Services Director City of Chandler 215 E. Buffalo Street Chandler, AZ 85225 (480) 782-3410
With copy to:	Chandler City Attorney 175 S. Arizona Avenue, Second Floor Chandler, AZ 85225 (480) 782-4640

5.2 Effective Date of Notices. Regardless of delivery method, any Notice will be deemed effective upon actual delivery or refusal to accept delivery by the addressee. The

Parties hereby acknowledge and agree that any Notice transmitted solely by facsimile or by electronic mail shall be deemed ineffective.

5.3 Cooperation; Further Acts. The Parties agree to cooperate with each other consistent with this Agreement, as reasonably necessary to facilitate the design and construction of the Retention Basin Improvements in accordance with the terms of this Agreement. In furtherance of the foregoing, each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

5.4 Compliance with City Code and Design Standards. Other than as expressly provided in this Agreement or by laws of general application, Developer shall comply with all applicable requirements for submission and approval of a preliminary and final plat and site plan under Chapter 48 of the Chandler City Code, shall obtain appropriate City permits for all work that it intends to undertake on the Property, and shall perform such work in compliance with applicable Chandler City Code requirements and technical design manuals.

5.5 Default. Subject to the limitations set forth in this Agreement, in the event of a default by a Party of the terms of this Agreement, the non-defaulting Party shall have all remedies available to it at law or in equity, including, without limitation, specific performance of any obligation created under this Agreement and the issuance of an injunction; provided, however, each Party waives any right to seek recovery of, or recover, any special, consequential, punitive, or other monetary damages of any kind, other than actual damages.

5.6 Venue; Attorneys' Fees. Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other Party for all reasonable costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the court.

5.7 Conflicts of Interest. No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

5.8 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-contractor, employer-employee, partnership, or joint venture relationship between or among any or all of the Parties hereto. 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 or cause of action hereunder.

5.9 Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto. Developer, without the consent of City, but upon Notice to City, may assign its interest in this Agreement to any affiliate, subsidiary, parent or related entity of Developer, or in connection with any financing or landbanking transaction.

5.10 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

5.11 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be conclusively determined to be invalid or unenforceable to any extent, such provision shall be ineffective to the extent of such invalidation or unenforceability, but such determination shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

5.12 Calculation of Days. As used herein, the term "business day" shall mean a day that is not a Saturday, Sunday, or legal holiday in the City of Chandler. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

5.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall 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.

5.14 Recitals; Exhibits. The Recitals of this Agreement are incorporated herein by reference and form a part of this Agreement. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

5.15 Time of Essence. Time is of the essence of this Agreement and each provision of this Agreement.

5.16 Recordation. The City will cause this Agreement to be recorded in its entirety in the official records of Maricopa County, Arizona, not later than 15 days after delivery of Notice by Developer that Developer has acquired fee title to the Property and shall thereafter promptly provide a recorded copy of this Agreement to Developer. This Agreement shall run with the land and shall bind Developer's successors and assigns. In the event Developer (or its assignee) has not acquired fee title to the Property on or before January 15, 2024, then this Agreement shall automatically terminate and the Parties shall have no further rights, obligations, liabilities or duties hereunder.

5.17 Warranty Against Payment of Consideration for Agreement. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers, and attorneys.

5.18 Non-liability of City Officials and Employees. No member, official, or employee of the City will be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or its successor, or on any obligation under the terms of this Agreement.

5.19 Authority to Execute. The person signing this Agreement on behalf of Developer represents and warrants that they have the necessary authorization to enter into this Agreement on behalf of the corporation and to bind the corporation to the terms and conditions of this Agreement.

5.20 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, including but not limited to rights and remedies existing at common law.

5.21 Captions. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunder duly affixed and attested by its City Clerk, and Developer has signed the same, on or as of the day and year first above written.

CITY OF CHANDLER

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney TA

K. HOVNANIAN GREAT WESTERN HOMES,
LLC

By: _____
Its: Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me this ____ day of _____ 2023, by
_____, in his or her capacity as _____ of K.
HOVNANIAN GREAT WESTERN HOMES, LLC, an Arizona limited liability company.

Notary Public

My Commission Expires:

EXHIBIT "A"
Legal Description of the Property

Tract A, ORANGETREE, according to the plat recorded in Book 213 of Maps, Page 22, records of Maricopa County, Arizona.

Exhibit "B"

Retention Basin Property Legal Description

A portion Tract A, **ORANGETREE**, according to the plat recorded in Book 213 of Maps, Page 22, records of Maricopa County, Arizona, being more particularly described as follows;

BEGINNING at the Northwest corner of corner of said Tract A;

Thence South 89 Degrees 22 Minutes 07 Seconds East along the North line of said Tract A a distance of 260.92 feet to the East line of said Tract A;

(The following 3 courses run along said East line of Tract A)

Thence South 44 Degrees 22 Minutes 32 Seconds East a distance of 28.29 feet;

Thence South 00 Degrees 37 Minutes 03 Seconds West a distance of 586.86 feet;

Thence along an arc 67.44 feet to the left, having a radius of 733.00 feet, the chord of which is South 02 Degrees 01 Minutes 05 Seconds East for a distance of 67.41 feet;

Thence South 85 Degrees 20 Minutes 46 Seconds West a distance of 69.99 feet;

Thence along an arc 74.46 feet to the right, having a radius of 30.00 feet, the chord of which is South 76 Degrees 53 Minutes 15 Seconds West for a distance of 56.77 feet;

Thence South 62 Degrees 46 Minutes 27 Seconds West a distance of 24.74 feet;

Thence along an arc 7.09 feet to the left, having a radius of 5.00 feet, the chord of which is South 22 Degrees 09 Minutes 11 Seconds West for a distance of 6.51 feet;

Thence South 18 Degrees 28 Minutes 05 Seconds East a distance of 8.28 feet;

Thence along an arc 24.77 feet to the left, having a radius of 51.50 feet, the chord of which is South 57 Degrees 45 Minutes 07 Seconds West for a distance of 24.53 feet;

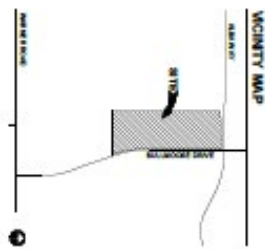
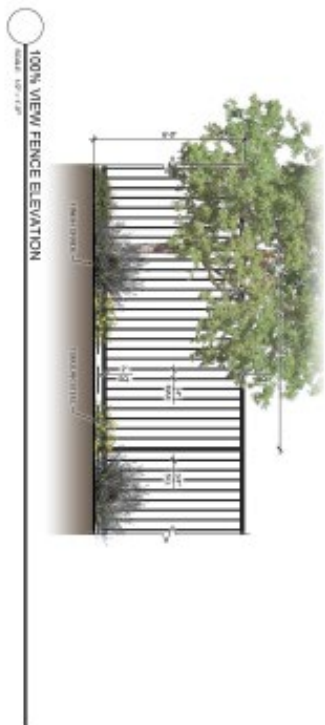
Thence North 46 Degrees 01 Minutes 41 Seconds West a distance of 18.46 feet;

Thence North 89 Degrees 22 Minutes 47 Seconds West a distance of 103.63 feet to the West line of said Tract A;

Thence North 00 Degrees 37 Minutes 13 Seconds East along said West line a distance of 720.25 feet to the **POINT OF BEGINNING**.

The above described parcel contains 4.548 acres (198,122 sq. ft.)

Retention Basin Improvements

[illegible]

used in this study. Westerners in particular tend to

NOTES:

[illegible]

EXHIBIT "D"
Special Warranty Deed

When recorded, mail to:
City of Chandler
City Clerk's Office
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008

APN: _____

Section _____, Township _____, Range _____

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S. Sec. 11-1134.A.3.

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged,

_____, a(an)_____

("Grantor"), does hereby grant and convey unto the **CITY OF CHANDLER**, an Arizona municipal corporation ("Grantee"), that certain real property situated in Maricopa County, Arizona, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto, forever, free and clear of all liens, claims and encumbrances, SUBJECT ONLY TO reservations in Patents from the United States of America, taxes and assessments not yet due and all matters as they appear on record.

Grantor hereby binds himself and his successors and assigns to warrant and forever defend the title to the Property against its acts and none other, subject to the matters set forth above.

DATED this ____ day of _____, 20__.

GRANTOR:

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the ____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____ on behalf of _____ who executed the foregoing Special Warranty Deed, consisting of 3 pages including Exhibit "A," for the purposes therein contained.

Notary Public

My Commission Expires:

EXHIBIT "E"
Form Termination and Release

When Recorded Return To:

[Insert Developer Name]
[Insert Developer Address]
Attn: [Insert Name]

**MUTUAL TERMINATION AND RELEASE OF
DEVELOPMENT AGREEMENT**

This Mutual Termination and Release of Development Agreement is made and executed on [enter date] by City of Chandler, an Arizona municipal corporation ("City"), and K. Hovnanian Great Western Homes, LLC, an Arizona limited liability company ("Developer").

WHEREAS, City and Developer entered into a certain Development Agreement dated [date], and recorded with the Maricopa County Recorder as Document No. [insert recorder doc number] (the "Development Agreement"), which governs the development of real property described therein and known as the Honeysuckle Trail development; and

WHEREAS, the parties agree that it would be in their mutual best interest to terminate the Development Agreement.

NOW THEREFORE, City and Developer do hereby mutually consent and agree to the termination of the Development Agreement. Both parties are released from all obligations contained therein.

CITY OF CHANDLER, an Arizona municipal
corporation

By: _____

Joshua H. Wright, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Mutual Termination and Release of Development Agreement was acknowledged before me this ____ day of _____, 20__, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

My Commission Expires:

K. Hovnanian Great Western Homes, LLC,
an Arizona limited liability company

By: _____
[insert name], Authorized Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Mutual Termination and Release of Development Agreement was acknowledged before me this ____ day of _____, 20__, by _____, as an Officer of K. Hovnanian Great Western Homes, LLC, an Arizona limited liability company, on behalf of the company.

Notary Public

My Commission Expires:
