

RESOLUTION NO. 2023-2346

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE FORM OF A DEVELOPMENT AGREEMENT FOR KING RANCH, CONDITIONALLY AUTHORIZING ITS EXECUTION, PROVIDING DIRECTION AND AUTHORIZATION, PROVIDING FOR THE TERMINATION OF THE APPROVALS AND AUTHORIZATIONS PROVIDED IN THE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, individuals representing a yet-to-be-formed entity or entities ("Buyer's Representatives") are seeking to acquire approximately 1800 acres of land generally bounded by the Gila River to the north and the master-planned community known as Estrella formerly known as Estrella Mountain Ranch, to the south (the "Property"); and

WHEREAS, the Property was subject to a development agreement that required a contribution towards the cost of a bridge over the Gila River that has been constructed within Cotton Lane, which costs included the costs of the bridge, two lanes of the first phase of Cotton Lane, installation of the irrigation piping, a 30" water transmission line, and bridge abutments protection improvements (the "Cotton Lane Bridge"); and

WHEREAS, prior to completing the acquisition of the Property, Buyer's Representatives wanted to resolve the outstanding dispute over the obligation for a contribution towards the cost of the Cotton Lane Bridge; and

WHEREAS, the proposed Development Agreement for King Ranch sets forth terms to settle the dispute over obligations related to the Cotton Lane Bridge; and

WHEREAS, the entity or entities that ultimately acquires the Property, intend to enter into the Development Agreement for King Ranch upon its acquisition of the Property; and

WHEREAS, upon its execution, King Ranch and the City intend for the Development Agreement for King Ranch to be a development agreement within the meaning of A.R.S. § 9-500.05 that binds the Buyer of the Property and all future owners of all or any portion of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the City of Goodyear find the terms set forth in the Development Agreement for King Ranch, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve the form of the Development Agreement for King Ranch.

SECTION 2. The City Attorney or his designee is hereby authorized to make non-substantive changes to the form of the Development Agreement for King Ranch attached hereto as Exhibit 1 prior to its execution.

SECTION 3. The City Manager is hereby authorized to execute the Development Agreement for King Ranch as it may be modified by the City Attorney or his designee upon the satisfaction of all of the following by no later than December 11, 2023:

- The completion of the purchase of the Property as demonstrated by a Title Commitment that reflects the Property's ownership in a form acceptable to the City Attorney or his designee that reflects the Property's ownership; and
- The finalization of the Development Agreement to include the Property's Owner(s) and any other non-substantive changes made by the City Attorney or his designee; and
- Receipt of documentation demonstrating that the person executing the Development Agreement for the Owner(s) are authorized to execute the document on behalf of the Owner(s); and
- Receipt of a legal description of the Property sealed by a professional engineer licensed by the State of Arizona, which shall be attached to the Development Agreement for King Ranch as Exhibit 1; and
- Receipt of an original executed copy of the Development Agreement for King Ranch as it may be modified by the City Attorney or his designee.

SECTION 4. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of the Development Agreement for King Ranch as it may be modified by the City Attorney or his designee.

SECTION 5. The approvals and authority granted in this Resolution 2023-2346 shall terminate if the King Ranch Development Agreement as it may be modified by the City Attorney or his designee is not fully executed and Recorded by December 11, 2023.

SECTION 6. Following the execution of the Development Agreement for King Ranch by the City and the Owner(s) of the Property, the City Clerk shall record the agreement with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT 1

KING RANCH DEVELOPMENT AGREEMENT

(On the following pages)

WHEN RECORDED, RETURN TO:

City of Goodyear, Arizona
Office of the City Clerk
1900 North Civic Square
Goodyear, Arizona 85395

DEVELOPMENT AGREEMENT FOR KING RANCH

This Development Agreement for King Ranch is entered into by and between _____ (“Owner”) and the City of Goodyear, an Arizona municipal corporation (the “City”). Owner and the City are sometimes referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WHEREAS, Owner has acquired approximately 1800 acres of land generally bounded by the Gila River to the north and the master-planned community known as Estrella and formerly known as Estrella Mountain Ranch, to the south, which Owner intends to develop as a master-planned community.

B. WHEREAS the Property is to be developed under the name of King Ranch.

C. WHEREAS, the Property was subject to the King Ranch Development Agreement (defined below) that required a contribution towards the cost of a bridge over the Gila River that has been constructed within Cotton Lane, which costs included the costs of: the bridge, the construction of two lanes of the first phase of Cotton Lane, the installation of the irrigation piping for RID, a 30” water transmission line, and bridge abutments protection improvements, and which automatically terminated in August 2020.

D. WHEREAS, Owner intends to apply to rezone and to develop the Property and is desirous of resolving the outstanding dispute over the obligation for a contribution towards the cost of the Cotton Lane Bridge.

E. WHEREAS, the City and Owner have agreed that the terms set forth in this Agreement satisfy any obligations Owner has for the costs of the Cotton Lane Bridge (as defined below).

F. WHEREAS, the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to City and its residents by increasing the housing options in the City, providing for the orderly development of King Ranch as a master-planned community, providing repayment to the City for previously constructed improvements, and as further enumerated in these Recitals and this Agreement.

G. WHEREAS, Owner and the City intend this document to be a Development Agreement within the meaning of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. DEFINITIONS: Capitalized Terms not defined in the foregoing Recitals or elsewhere in this Agreement are defined as follows:

2.1. “Additional Property” means property included in the PAD and acquired in the future by Owner, or any Successors and Assigns provided this Agreement is amended to include such property.

2.2. “Agreement” means this Development Agreement for King Ranch entered into by and between _____ and the City of Goodyear, an Arizona municipal corporation, as it may be amended and restated and/or supplemented in writing in accordance with this Agreement from time to time, and all exhibits and schedules attached thereto. References to sections or exhibits are to this Agreement unless otherwise specified.

2.3. “Available CFD Bond Proceeds” means CFD bond proceeds net of any costs and expenses incurred by the CFD.

2.4. “CFD” means Community Facilities District.

2.5. “City” means the City of Goodyear, an Arizona municipal corporation.

2.6. “Cotton Lane Bridge” means collectively the following improvements that were completed pursuant to the King Ranch Development Agreement: (1) the bridge constructed over the Gila River and the two-lane first phase of Cotton Lane as described in Sections 6 and 7 of the Third Amendment to the Goodyear King Ranch Development Agreement recorded in the Official Records of the Maricopa County Recorder (“MCR”) as instrument 2007-0843329 (the “Third Amendment”), (2) the bridge abutment protection measures described in Section 8 of the Third Amendment; (3) the 30” water transmission line as described in Section 9 of the Third Amendment; and (4) the irrigation piping for RID as described in Section 10 of the Third Amendment.

2.7. “Development Application” means an application for the approval of any development-related activities within all or part of the Property, including applications for zoning, use permits, preliminary plats, final plats, site plans, construction plans, and construction, including building, permits.

2.8. “Development Regulations” means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code); the Subdivision Regulations adopted by the City of Goodyear (currently King Ranch Development Agreement

Chapter 15 of the Goodyear City Code); the City's Zoning Ordinance, the City of Goodyear's Design Guidelines Standards; the City of Goodyear Engineering Design Standards and Policies as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and stipulations; and conditions of approvals of approved preliminary and final plats for the Property.

2.9. "King Ranch Development Agreement" means the Goodyear King Ranch Development Agreement recorded in the Official Records of the MCR as instrument 2005-1446160 as amended by the First Amendment to the Goodyear King Ranch Development Agreement recorded in the Official Records of MCR as instrument 2006-1242294 as amended by the Second Amendment to the Goodyear King Ranch Development Agreement recorded in the Official Records of MCR as instrument 2006-1287220 as amended by the Third Amendment to the Goodyear King Ranch Development Agreement recorded in the Official Records of MCR as instrument 2007-0843329.

2.10. "Owner" means _____, and its Successors and Assigns.

2.11. "PAD" means the Planned Area Development Final Submittal, dated June 7, 2005, and the Supplementary Zoning Map No. 05-220, adopted by the City Council pursuant to Ordinance 2005-960, dated August 22, 2005 as amended by Ordinance 2006-1027 adopted by the City Council on September 25, 2006.

2.12. "Parties" means Owner and the City collectively.

2.13. "Party" means Owner or the City individually.

2.14. "Property" means (a) approximately 1800 acres of land generally bounded by the Gila River to the north and the master planned community known as Estrella, and formerly known as Estrella Mountain Ranch, to the south, and as legally described in Exhibit 1, attached hereto and incorporated herein by this reference and (b) the Additional Property.

2.15. "Successors and Assigns" means any person or entity that succeeds to or is assigned any interest in all or part of the Property except for the portion of the Property owned now or acquired in the future by the City of Goodyear.

3. EFFECTIVE DATE. The execution of this Agreement by the Parties and the approval of this Agreement by Resolution of the Goodyear City Council are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the later of (i) the full execution of this Agreement by the Parties, and (ii) the date the Resolution approving this Agreement becomes effective, such later date hereafter defined as the "Effective Date".

4. EXPIRATION DATE: This Agreement shall expire after the obligations of the Parties have been fully satisfied. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

5. BRIDGE. The Parties agree that the Cotton Lane Bridge (as defined above) improvements that were to be constructed pursuant to the King Ranch Development Agreement have been completed by the City. To resolve the dispute over the ability of the City to seek a King Ranch Development Agreement

contribution towards the cost of the Cotton Lane Bridge, Owner agrees to pay the City \$16,845,392.76 without interest, except as provided in Section 6.6 below (the “Bridge Payment”). The City agrees that no further effort will be made by the City against Owner to impose any assessment on the Property for the costs of the Cotton Lane Bridge or to assert any claim against any former owner of the Property for the costs of the Cotton Lane Bridge. The City and Owner agree and acknowledge that (1) the King Ranch Development Agreement has terminated, (2) the Bridge Payment satisfies any and all of Owner’s obligations related to completed improvements under the King Ranch Development Agreement, and (3) this Agreement releases Owner from such obligations, provided, however, that Owner may be subject under the Development Regulations or conditions of approval for future Development Applications to fund, dedicate, or construct additional infrastructure requirements that have not yet been completed..

6. The Parties agree that the sources of the Bridge Payment are the following:

6.1. Except as provided herein, the City shall collect \$4,000 per vertical building permit (residential or commercial) issued for development within the Property until the Bridge Payment is paid in full. Any portion of the Property conveyed to any federal, state, county, or local governing authority, utility provider, special taxing district, or property owner’s association having jurisdiction over all or any portion of the Property will not be subject to payment of the \$4,000 per vertical building permit fee.

6.2 If Owner constructs (a) recreational facilities or amenities over and above what is required as a condition of the zoning on the Property as set forth in City of Goodyear Ordinance 2005-960 as amended by Ordinance 2006-1027 (“Existing Zoning”) or lesser requirements approved in a rezoning case or (b) recreational facilities or amenities for the El Rio Regional Linear Park and Trail, which generally consists of park, trails, and amenities adjacent to the Gila River regardless of whether the El Rio Regional Linear Park and Trail is required by the Property’s zoning, that will be open to the general public and conveyed to the City or CFD, including, without limitation, community gathering locations, active recreation uses, bicycle pathways, and trail systems, such as the riverside linear park, the fair market value of land within the Property conveyed to the City or CFD for such recreational facilities and amenities and the costs Owner incurs in constructing such recreational facilities and amenities within such land will be credited against the Bridge Payment (the “In-Lieu Contribution”) up to the full amount of the Bridge Payment. The value of the improvements and capital equipment shall be the actual, documented “hard” and “soft” costs of the improvements or capital equipment, including, without limitation, engineering, design, surveying, staking, permitting, grading and excavating, construction management, construction and installation, and inspection and acceptance of the improvements, which shall include, without limitation, landscaping, trails, lighting, playground equipment, structures, roadways, curb, drainage, and irrigation. For example, if the land dedicated by Owner for the El Rio Regional Linear Park and Trail is appraised at \$6,000,000 and the related linear park improvements and capital equipment provided by Owner actually cost \$6,000,000, the amount of the In-Lieu Contribution credited against the Bridge Payment would be \$12,000,000. The City shall provide the Owner that made the In-Lieu Contribution credit for the value of the In-Lieu Contribution that can be used to satisfy the \$4,000 per vertical building permit payment required above. Any such credits may be assigned by the Owner that made the In-Lieu Contribution by a written instrument from such Owner assigning the credits and recorded in the Official Records of Maricopa County, Arizona. The land, public improvements and capital equipment, if any, that

constitute the In-Lieu Contribution are eligible for reimbursement from Available CFD Bond Proceeds to the extent they would otherwise be legally eligible for reimbursement from Available CFD Bond Proceeds.

6.3 If, at any time, the combined value of payments made by Owner toward its Bridge Payment obligation and all In-Lieu Contributions (“Combined Contribution”) meets or exceeds \$16,845,392.76 (“Full Payment”), then (1) the City shall cease to collect payment per vertical building permit under Section 6.1 and (2) the City shall, within 90 days of City’s acceptance of the In-Lieu Contribution that creates an overage, reimburse Owner the amount that the Combined Contribution exceeds the Full Payment, if any. For the purpose of calculating the City’s reimbursement obligation under this Section 6.3, the value of Owner’s In-Lieu Contribution shall not exceed the Full Payment amount.

6.4 The conveyance of such land shall be free of all encumbrances and monetary liens, and any encumbrances that materially adversely impact the intended use of the property as reasonably determined by the City as part of its approval of the public use and the improvement plans for the land, unless otherwise approved by the City. Prior to conveyance of the land by Owner to City or CFD, Owner will deliver to City a Phase 1 Environmental Site Assessment or Phase 2 Environmental Site Assessment certified to the City or CFD and confirming that there are no recognized environmental conditions (as defined under any environmental laws) affecting the land. The fair market value of the land conveyed to the City or CFD shall be determined by a third-party Arizona Certified General Appraiser agreed upon by the owner of the land and City and retained by the City as of the date of such appraisal assuming the land is vacant and based on the highest and best use of the land, taking into account the location and physical condition of the land. If the owner of the land being conveyed and the City or CFD cannot reach agreement upon a third-party appraiser, the City shall submit to the owner of the land three names of Arizona Certified General Appraisers the City has used to appraise property the City has acquired within the past five years, and Owner shall be entitled to choose which of the three appraisers on the list shall be retained to determine the fair market value of the land being conveyed to the City or CFD.

6.5 Owner shall be responsible for all costs associated with the conveyance of the land, including the costs of a Phase 1 Environmental Site Assessment or Phase 2 Environmental Site Assessment, the costs of title reports, costs of appraisals, closing costs, and title insurance for the City or CFD in the amount of the value of the land and improvements, but not for the City’s or CFD’s attorneys’ fees. All such costs shall be credited against the Bridge Payment. The City or CFD shall bill Owner for all costs associated with the conveyance of the land and Owner shall remit payment for such costs within thirty (30) days of the date the City or CFD invoices Owner for such costs.

6.6 If the Bridge Payment has not been fully satisfied within seventeen (17) years of the Effective Date, the outstanding balance of the Bridge Payment shall accrue interest at a rate of seven percent (7%) per annum compounded annually and the City shall continue collecting \$4,000 per vertical building permit for all development within the Property until the Bridge Payment and all accrued interest has been fully paid.

6.7 Except for the obligations set forth in this Agreement, neither Owner nor any prior owner of the Property shall have any obligation for the Cotton Lane Bridge (as defined above) or any other costs and expenses arising out of or related to the Cotton Lane Bridge (as defined above). The City will not include the Property in any impact fee zone previously established, or to be established, to reimburse the City or any other party for the Cotton Lane Bridge as defined above.

6.8 Owner may not seek reimbursement from CFD Bond Proceeds for any of

the Cotton Lane Bridge improvements or for any portion of the Bridge Payment.

7. ADDITIONAL PROPERTY. If Owner acquires the Additional Property as that term is defined in Section 2.1, the Parties agree that this Agreement shall be amended to incorporate the Additional Property into this Agreement and such Additional Property shall be subject to and shall benefit from all provisions of this Agreement. The Parties agree to execute all documents necessary to incorporate the Additional Property into this Agreement.

8. DEVELOPMENT REGULATIONS. Except as otherwise expressly provided in this Agreement, and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect when the specific Development Application is approved. For example, future applications for rezoning, future site plans, future plats, construction permits, and/or building permits shall be subject to the Development Regulations in effect when the relevant Development Application is approved.

9. REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from constructing additional public or private infrastructure related to the use or development of the Property that may be required by federal, state, county or city laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, including by way of example but not limitation, requirements for the construction of internal roads, external roads, drainage, water and wastewater infrastructure improvements, drainage improvements, and improvements, including capital acquisitions needed to provide emergency services. This Agreement does not relieve Owner from complying with the City's requirements concerning the development process, including by way of example, but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, and application fees.

10. FUTURE CONDITIONS AND APPROVALS. The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the Property that may be allowed by law, including by way of example but not limitation, construction of or payments for the construction of fire station(s) needed to serve the Property, including payments for the cost of ladder truck(s), operating and maintenance payments for staffing fire station(s); construction of or contributions towards the cost of water and wastewater infrastructure needed for the City to provide water and wastewater services to the Property; construction of internal roads and roads along the frontage of the Property; and construction of or contributions towards the costs of traffic signals within or adjacent to the Property, provided that such conditions of future approvals shall not contradict or supersede the terms of this Agreement. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property as of the Effective Date of this Agreement provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of

this Agreement as set forth herein. The Parties acknowledge and agree that, except for the formal actions and payments approved by the City Council pursuant to this Agreement, the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or payment. Except as otherwise provided in this Agreement, the Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, except as otherwise provided in this Agreement, nothing in this Agreement shall restrict the Owner's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies, procedures, resolutions or ordinances imposed by the City that Owner deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property.

11. ENTIRE AGREEMENT AND WAIVER. This Agreement and the exhibits referred to herein and attached hereto, constitute the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein; and OWNER HEREBY WAIVES ANY AND ALL CLAIMS OWNER MAY HAVE AGAINST THE CITY, ITS STAFF AND REPRESENTATIVES RELATED TO OR ARISING FROM DISCUSSIONS, COMMUNICATIONS, REPRESENTATIONS AND THE LIKE THAT OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

12. AMENDMENTS. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be approved by the City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution. If an amendment does not affect all of the Owners, the Amendment shall be effective when approved by the City Council, signed by the City and affected Owners and shall not be binding on any Owner that does not sign the Amendment.

13. Notices and Filings. Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City: City of Goodyear Attn: City Manager 1900 North Civic Square Goodyear, Arizona 85395	The Owners: 17700 North Pacesetter Way, Suite 100 Scottsdale, AZ 85255 Attn: Tim Brislin
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copy to: City of Goodyear Attn: Director of Engineering 1900 North Civic Square Goodyear, Arizona 85395	copy to: Bergin, Frakes, Smalley & Oberholtzer, PLLC 4343 East Camelback Road, Suite 210 Phoenix, AZ 85018 Attn: Carolyn Oberholtzer
copy to: City of Goodyear Attn: City Attorney 1900 North Civic Square Goodyear, Arizona 85395	

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

14. COVENANTS RUNNING WITH THE LAND. The rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property except for any portion of the Property conveyed to the City of Goodyear, and the rights and duties under this Agreement shall be covenants running with the land except as otherwise provided in Section 16.

15. SUCCESSORS AND ASSIGNS. Except as otherwise provided in Section 16, the provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their Successors and Assigns; provided, however, that Owner's rights and obligations hereunder may be assigned only upon prior written consent by the City, which shall not be unreasonably withheld, in whole or in part, by written instrument, however any assignment to any subsequent owner of all or any portion of the Property may be made without further consent from the City. Upon the conveyance of all or any portion of the Property, the grantor shall be automatically relieved of all duties, obligations, and liabilities under this Agreement first arising after the effective date of such conveyance, and the grantee shall automatically be liable for all duties, obligations, and liabilities under this Agreement first arising after the effective date of such conveyance and during such grantee's ownership of all or such portion of the Property, except that Owner's right to receive development impact fee credits or reimbursements may only be assigned by a written instrument from Owner assigning all or certain development impact fee credits or reimbursements and recorded in the Official Records of Maricopa County, Arizona.

16. TERMINATION OF AGREEMENT AS TO RESIDENTIAL LOTS. The Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Property for: (i) any portion of the Property conveyed to the City or CFD and (ii) any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single-family residence has been issued. The Parties agree that this Agreement shall terminate without the execution or recordation of any further document or instrument as to any portion of the Property conveyed to the City or CFD, and any residential lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single

family residence has been issued, and such portion of the Property shall automatically be released from and no longer be subject to or burdened by the provision of this Agreement without the requirement of any further action by any Party.

17. NO AGENCY OR PARTNERSHIP. Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

18. CONFLICTS OF INTEREST. This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

19. BUSINESS DAYS. 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 Saturday, Sunday or legal holiday, 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.

20. DEFAULTS AND REMEDIES. Any Party shall be in default under this Agreement ("Default") if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term or condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice (or such other time period as agreed upon in writing by the Parties) and cures such deficiencies within a reasonable time thereafter. A Default by one Owner shall not be a Default by any other Owner.

21. NO WAIVER. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

22. MEDIATION. If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The terms of this Section 22 shall survive the expiration or earlier termination of this Agreement.

23. WAIVER OF JURY TRIAL. **UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE**

TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Section 23 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement.

24. **WAIVER OF CLAIMS.** EXCEPT FOR CLAIMS ARISING FROM A BREACH OF THIS AGREEMENT AND SUBJECT TO THE TERMS OF THIS AGREEMENT, OWNER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS, DEMANDS, SUITS, AWARDS, SETTLEMENTS, JUDGMENTS, BODILY INJURIES, PERSONAL INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, LIABILITIES, LOSSES, ECONOMIC LOSSES, COURT COSTS, ATTORNEYS' FEES, AND/OR ANY OTHER DAMAGES (COLLECTIVELY, "CLAIMS") OWNER MAY HAVE AGAINST THE CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES THAT RESULT FROM, ARE RELATED TO AND/OR ARISE FROM OWNER'S ACQUISITION OF THE PROPERTY INCLUDING ANY REPRESENTATIONS MADE BY THE CITY OR ANY OF ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES WHETHER OWNER RELIED UPON SUCH REPRESENTATIONS OR NOT. The terms of this Section 24 waiving Claims shall survive the expiration or earlier termination of this Agreement.

25. **LIMITATION ON CLAIMS.** IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT. The terms of this Section 25 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

26. **SECTION HEADINGS.** The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

27. **FAIR INTERPRETATION.** The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier

draft of same. The terms of this Section 27 shall survive the expiration or earlier termination of this Agreement.

28. CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Section 28 shall survive the expiration or earlier termination of this Agreement.

29. SURVIVAL CLAUSE: All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; and all provisions waiving claims. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 29 to other provisions in the Agreement.

30. RECORDING. The City shall record this Agreement with the County Recorder of Maricopa County, Arizona, no later than ten (10) days after execution of this Agreement by both Parties.

31. REPRESENTATIONS AND WARRANTIES OF OWNER. As of the Effective Date of this Agreement, Owner represents and warrants the following:

31.1. Ownership. Owner is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder. Owner holds title free and clear of all liens other than liens for taxes not yet due and payable.

31.2. Authorization. Owner is a Nevada corporation, qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement, and Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

31.3. Due Diligence. Owner reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained herein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

32. REPRESENTATIONS AND WARRANTIES OF CITY. As of the Effective Date of this Agreement, the City represents and warrants the following:

32.1. Approval. City has approved this Agreement at a duly held and noticed

public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

32.2. Authorization. City agrees that the persons executing this Agreement on behalf of City is duly authorized to do so.

33. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

34. ESTOPPEL. Each of the Parties hereto covenants and agrees with the other to provide, within fifteen (15) business days of written request from the other or any lender or potential lender, an estoppel certificate signed by a duly authorized representative of such Party, indicating that the other Party(ies) are not then in default under any of the obligations pursuant to this Agreement or specifying in reasonable detail any then claimed default.

35. PAGE NUMBERING. The page numbering of this Agreement is exclusive of the Exhibit attached hereto

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

Signatures, Acknowledgements, and Exhibit on Following Pages

OWNER:

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)

County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, who acknowledged himself/herself to be the _____ of _____, and that he/she executed the foregoing instrument on behalf of such limited liability company for the purposes therein contained.

Notary Public Signature

Signatures, Acknowledgements, and Exhibit on Following Pages

CITY:

CITY OF GOODYEAR,
an Arizona municipal corporation

By: _____
Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Wynette Reed, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

Notary Public

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

Exhibit on Following Pages

EXHIBIT “1”

Legal Description

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

PARCEL NO. 1:

THAT PORTION OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 36;

THENCE SOUTH 89 DEGREES 21 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2705.19 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 36;

THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 2638.02 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 36;

THENCE NORTH 00 DEGREES 01 MINUTES 51 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID SECTION 36, A DISTANCE OF 2053.33 FEET;

THENCE NORTH 59 DEGREES 41 MINUTES 07 SECONDS EAST, A DISTANCE OF 4655.50 FEET TO A POINT;

THENCE NORTH 75 DEGREES 01 MINUTES 40 SECONDS EAST, A DISTANCE OF 1364.14 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 36;

THENCE SOUTH 00 DEGREES 05 MINUTES 21 SECONDS EAST, A DISTANCE OF 4730.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE NORTH 89 DEGREES 53 MINUTES 51 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 35, A DISTANCE OF 2376.05 FEET TO THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 2 WEST;

THENCE NORTH 89 DEGREES 54 MINUTES 51 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 35, A DISTANCE OF 275.22 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID SECTION 35;

THENCE NORTH 00 DEGREES 02 MINUTES 51 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 5, A DISTANCE OF 516.00 FEET;

THENCE NORTH 59 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 3061.46 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 35;

THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 2053.33 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:

THAT PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP WHICH IS THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE SOUTH 02 DEGREES 28 MINUTES 52 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2694.63 FEET TO A BRASS CAP AT THE EAST QUARTER CORNER OF SAID SECTION 2;

THENCE SOUTH 00 DEGREES 21 MINUTES 29 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 1303.04 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE NORTH 89 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 1337.99 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE NORTH 00 DEGREES 13 MINUTES 42 SECONDS WEST, A DISTANCE OF 1316.72 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE NORTH 88 DEGREES 48 MINUTES 01 SECONDS WEST, A DISTANCE OF 3900.66 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 2;

THENCE NORTH 02 DEGREES 27 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1298.74 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID SECTION 2;

THENCE SOUTH 89 DEGREES 17 MINUTES 46 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1292.98 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;

THENCE NORTH 01 DEGREES 37 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1308.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

THENCE SOUTH 89 DEGREES 51 MINUTES 26 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 3699.28 FEET TO A BRASS CAP WHICH IS THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 1 NORTH RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 49 MINUTES 13 SECONDS EAST, A DISTANCE OF 79.07 FEET TO A BRASS CAP WHICH IS AN ANGLE POINT ON THE GILA AND SALT RIVER BASE LINE;

THENCE NORTH 89 DEGREES 20 MINUTES 16 SECONDS EAST, A DISTANCE OF 156.07 FEET TO THE POINT OF BEGINNING;

EXCEPT THOSE PORTIONS CONVEYED TO KING RANCH PROPERTIES II LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP IN INSTRUMENT NO. 88-554101 OF OFFICIAL RECORDS AND IN INSTRUMENT NO. 88-554120.

PARCEL NO. 4:

THAT PORTION OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP WHICH IS THE SOUTHEAST CORNER OF SAID SECTION 3;

THENCE NORTH 89 DEGREES 39 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 1319.37 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3;

THENCE NORTH 00 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 1344.43 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3;

THENCE SOUTH 89 DEGREES 58 MINUTES 17 SECONDS WEST, A DISTANCE OF 1339.94 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3;

THENCE NORTH 89 DEGREES 56 MINUTES 55 SECONDS WEST, A DISTANCE OF 2644.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3;

THENCE NORTH 00 DEGREES 08 MINUTES 39 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 2631.21 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE NORTH 89 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 5307.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;

THENCE SOUTH 02 DEGREES 27 MINUTES 37 SECONDS EAST, A DISTANCE OF 1298.74 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 3;

THENCE SOUTH 01 DEGREES 21 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 2706.49 FEET TO THE POINT OF BEGINNING;

EXCEPT THOSE PORTIONS CONVEYED TO KING RANCH PROPERTIES II LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP IN INSTRUMENT NOS. 87-768981, RE-RECORDED IN INSTRUMENT NO. 88-358274; INSTRUMENT NO. 88-248783; INSTRUMENT NO. 88-248785; INSTRUMENT NO. 88-248787; INSTRUMENT NO. 88-248789 AND INSTRUMENT NO. 88-554121; AND

EXCEPT ANY PORTION OF PARCELS 1 THROUGH 4 ABOVE VESTED IN FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, A MUNICIPAL CORPORATION BY FINAL ORDER OF CONDEMNATION RECORDED IN INSTRUMENT NO. 90-0324353 OF OFFICIAL RECORDS AND INSTRUMENT NO. 96-0313152; AND

EXCEPT ANY PORTION OF PARCELS 1 THROUGH 4 ABOVE VESTED IN CITY OF GOODYEAR, A MUNICIPAL CORPORATION BY INSTRUMENTS RECORDED IN INSTRUMENT NO. 88-309089; INSTRUMENT NO. 88-460621 AND INSTRUMENT NO. 88-460622.

PARCEL NO. 5:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3;

THENCE NORTH 01 DEGREES 21 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1353.25 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 58 MINUTES 17 SECONDS WEST, A DISTANCE OF 1339.93 FEET;

THENCE NORTH 45 DEGREES 23 MINUTES 20 SECONDS EAST, A DISTANCE OF 1927.31 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 3;

THENCE SOUTH 01 DEGREES 21 MINUTES 33 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 1353.24 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6:

THAT PORTION OF THE NORTH HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE NORTH 89 DEGREES 52 MINUTES 51 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1311.47 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 39 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 1338.82 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE NORTH 89 DEGREES 07 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 1331.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 00 DEGREES 48 MINUTES 09 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1320.62 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE NORTH 88 DEGREES 48 MINUTES 01 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1619.07 FEET;
THENCE NORTH 44 DEGREES 50 MINUTES 19 SECONDS EAST, A DISTANCE OF 2120.33 FEET;

THENCE NORTH 30 DEGREES 16 MINUTES 34 SECONDS EAST, A DISTANCE OF 1275.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2;

THENCE SOUTH 89 DEGREES 58 MINUTES 48 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 755.31 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION LYING WITHIN COTTON LANE.

PARCEL NO. 7:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE COTTON LANE RIGHT OF WAY DEEDED TO THE CITY OF GOODYEAR, ARIZONA, PURSUANT TO THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 88-460625.

PARCEL NO. 8:

THAT PORTION OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 31;

THENCE SOUTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 31, A DISTANCE OF 83.81 FEET TO THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 41 MINUTES 13 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 31, A DISTANCE OF 2503.79 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31;

THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 2617.53 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE NORTH 00 DEGREES 05 MINUTES 21 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID SECTION 31, A DISTANCE OF 4730.00 FEET;

THENCE NORTH 79 DEGREES 52 MINUTES 30 SECONDS EAST, A DISTANCE OF 1283.85 FEET;

THENCE SOUTH 82 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 3959.67 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 14 MINUTES 24 SECONDS EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 4432.87 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF LOT 8 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8;

THENCE NORTH 89 DEGREES 47 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 367.75 FEET;

THENCE SOUTH 41 DEGREES 57 MINUTES 17 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 48 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 48 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 93.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 16 DEGREES 00 MINUTES AND A RADIUS OF 643.49 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 179.70 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 58 DEGREES 00 MINUTES AND A RADIUS OF 83.24 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 84.26 FEET;

THENCE SOUTH 25 DEGREES 57 MINUTES 17 SECONDS EAST 25.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 30 DEGREES 00 MINUTES AND A RADIUS OF 261.80 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 137.08 FEET;

THENCE SOUTH 4 DEGREES 02 MINUTES 43 SECONDS WEST 29.86 FEET;

THENCE SOUTH 25 DEGREES 57 MINUTES 17 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 39 MINUTES 38 SECONDS AND A RADIUS OF 264.80 FEET;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.08 FEET;

THENCE SOUTH 04 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 29.86 FEET;

THENCE SOUTH 25 DEGREES 57 MINUTES 17 SECONDS EAST, A DISTANCE OF 145.18 FEET;

THENCE SOUTH 14 DEGREES 57 MINUTES 17 SECONDS EAST, A DISTANCE OF 123.31 FEET;

THENCE NORTH 75 DEGREES 02 MINUTES 43 SECONDS EAST, A DISTANCE OF 160.00 FEET;

THENCE NORTH 48 DEGREES 02 MINUTES 43 SECONDS EAST, A DISTANCE OF 400.00 FEET;

THENCE NORTH 41 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 545.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES AND A RADIUS OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.42 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THOSE PORTIONS OF G.L.O. LOTS 4, 5, 8 AND 9 OF SAID SECTION 31, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE NORTH 00 DEGREES 01 MINUTES 15 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 5, A DISTANCE OF 25.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 86 DEGREES 17 MINUTES 39 SECONDS EAST, A DISTANCE OF 368.53 FEET;

THENCE SOUTH 41 DEGREES 57 MINUTES 17 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 48 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE;

THENCE EASTERLY, ALONG SAID CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND A RADIAL BEARING OF SOUTH 41 DEGREES 57 MINUTES 17 SECONDS EAST TO A POINT OF TANGENCY;
THENCE SOUTH 41 DEGREES 57 MINUTES 17 SECONDS EAST, A DISTANCE OF 545.00 FEET;

THENCE SOUTH 48 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 400.00 FEET;

THENCE SOUTH 75 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 160.00 FEET;

THENCE SOUTH 73 DEGREES 45 MINUTES 40 SECONDS WEST, A DISTANCE OF 316.87 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 46 SECONDS WEST, A DISTANCE OF 81.49 FEET;

THENCE NORTH 64 DEGREES 28 MINUTES 04 SECONDS WEST, A DISTANCE OF 160.54 FEET;

THENCE NORTH 24 DEGREES 01 MINUTES 58 SECONDS WEST, A DISTANCE OF 398.91 FEET;

THENCE NORTH 75 DEGREES 41 MINUTES 03 SECONDS EAST, A DISTANCE OF 178.40 FEET;

THENCE NORTH 01 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 272.01 FEET;

THENCE NORTH 42 DEGREES 49 MINUTES 11 SECONDS EAST, A DISTANCE OF 224.96 FEET;

THENCE SOUTH 86 DEGREES 17 MINUTES 39 SECONDS EAST, A DISTANCE OF 53.63 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION LYING WITHIN REEMS ROAD RIGHT OF WAY AS SET FORTH AS PARCEL 1 OF JUDGMENT RECORDED IN INSTRUMENT NO. 88-460621 AND FINAL ORDER OF CONDEMNATION RECORDED IN INSTRUMENT NO. 88-460622; AND

EXCEPT ANY PORTION IN WARRANTY DEED RECORDED IN INSTRUMENT NO. 99-1169079, RERECORDED IN INSTRUMENT NO. 2001-0867483; AND

EXCEPT 1/16TH OF ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED IN THE STATE OF ARIZONA PATENT DATED JULY 01, 1964.

PARCEL NO. 9:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR
OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS,
FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL
MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE
MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 10:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2,
TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE
STATE OF ARIZONA IN THE PATENT TO SAID LAND.

PARCEL NO. 11:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2,
TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE
STATE OF ARIZONA IN THE PATENT TO SAID LAND.

PARCEL NO. 12:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER
SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS,
FERTILIZERS OF EVERY NAME AND DESCRIPTION;

TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS
OR MAY BE DETERMINED BY THE LAWS OF THE UNITED STATES, OR OF THIS
STATE, OR DECISIONS OF COURT, TO BE PECULIARLY ESSENTIAL TO THE
PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL
VALUE.

PARCEL NO. 13:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER
SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS,
FERTILIZERS OF EVERY NAME AND DESCRIPTION. TOGETHER WITH ALL
URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE
DETERMINED BY THE LAWS OF THE UNITED STATES, OR OF THIS STATE, OR
DECISIONS OF COURT, TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF
FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE.

PARCEL NO. 14

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR AND
PEDESTRIAN TRAFFIC AS SET FORTH IN DECLARATION OF EASEMENT RECORDED
OCTOBER 02, 1991 AS 91-0464303 OF OFFICIAL RECORDS.