

After Recording Return to:

City of Goodyear
190 N. Litchfield Road
Goodyear, AZ 85388

**DEVELOPMENT AGREEMENT REGARDING TEMPORARY RETENTION
BASIN, WATER CAMPUS PROPERTY AND WELL SITE**

THIS DEVELOPMENT AGREEMENT REGARDING TEMPORARY RETENTION BASIN, WATER CAMPUS PROPERTY AND WELL SITE (“**Agreement**”) is made as of _____, 2017, by CITY OF GOODYEAR, an Arizona municipal corporation (“**City**”), and EL CIDRO RANCH, LLC, an Arizona limited liability company (“**El Cidro**” or “**Owner**”). The **City** and **El Cidro** are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS:

A. El Cidro is the Owner of that certain real property and project known as El Cidro located in the City and generally bounded by Lower Buckeye Road on the north, Citrus Road on the west, Broadway Road on the south and Cotton Lane on the east, legally described on Exhibit A attached hereto (the “**Property**”).

B. Owner is currently platting and preparing Parcels 1D, 2 and 3 (161 lots within the Property) for sale and development (“**Phase 1A**”).

C. The property located on the north side of Lower Buckeye Road between Citrus Road and 173rd Avenue has been rezoned for residential development through the La Jolla Vista PAD (“**La Jolla Vista**”).

D. La Jolla Vista is currently engineered and portions of it have received final plat approval but none of the plats have been recorded;

E. La Jolla Vista is being farmed as an interim use while the demand for residential development continues to grow in the area.

F. The tail water from the farming operation that is currently occurring within La Jolla Vista flows south of Lower Buckeye Road through Phase 1A and the Property. There is no other upstream tail water flowing onto or through La Jolla Vista.

G. In order to develop Phase 1A the tail water has to be directed and ultimately retained, which is the responsibility of the Owner.

H. The farming operation in La Jolla Vista is an interim use that will cease when La Jolla Vista is developed and thus the tail water flowing through the Property is a temporary condition.

I. Because the tail water from the farming operation in La Jolla Vista is a temporary condition that will cease to exist once residential development begins at La Jolla Vista, Owner would like to utilize a portion of the property owned by the City, which the City anticipates will be acquired by the State of Arizona for SR 303 (the “**City Property**”) for the temporary retention basin for the tail water.

J. The Parties understand that allowing Owner to utilize the City Property for the temporary retention basin for the tail water will allow for the more efficient and timely development of the Property.

K. Owner understands that if the City Property is acquired in whole or in part by a condemning agency and/or any other party prior to the termination of the farming operation in La Jolla Vista then El Cidro shall be responsible for relocating the temporary retention basin in accordance with the provisions herein.

L. The City owns and operates a water campus just south of Lower Buckeye Road along 173rd Avenue (the “**Water Campus**”). The City would like to expand the Water Campus to the south and purchase the eleven (11) lots currently being platted just south of the Water Campus.

M. Owner currently has the eleven (11) lots just south of the Water Campus under contract with Beazer Homes but is willing to sell those lots to the City for the purchase price being offered by Beazer Homes.

N. The City would like to acquire an existing agricultural well, Arizona Department of Water Resources (“ADWR”) Registration Number 55-617289 and a 100’ x 100’ well site for a replacement production well that will be located at the southwest corner of the future alignment of south 175th Drive and El Cidro Drive as reflected in Preliminary Plat approved by the Mayor and Council of the City of Goodyear on August 25, 2014, a copy of which is attached hereto as Exhibit B. Owner is willing to convey to the City the rights to the existing agricultural well and the replacement well site in accordance with the terms contained herein.

O. The City currently has a water line between the Water Campus to Lower Buckeye Road that passes through the Property. The water line is not located within the right-of-way or an easement that has been dedicated to the City but Owner is willing to convey to the City an easement for the water line in accordance with the terms contained herein

P. Owner and City desire to enter into this Agreement for the purpose of outlining and setting forth certain obligations and commitments of the Parties relative to the contemplated development of the Property, intending this document to be a development Agreement within the meaning of A.R.S. § 9-500.05.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants herein and of the benefits to be provided hereunder, the Parties agree as follows:

1. 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.

2. Entire Agreement. This Agreement, together with the attached Exhibits (which are incorporated herein by this reference) constitutes the entire Agreement between the Parties pertaining to the subject matter of this Agreement, the use of City Property for a retention basin to accept tail water from La Jolla Vista, and all prior and contemporaneous Agreements, representations, negotiations, and understandings of the Parties, oral or written pertaining to the subject matter of this Agreement are hereby superseded and merged herein.

(a) The City shall record this Agreement in the Official Records of Maricopa County, Arizona within ten days after the Agreement has been approved by the City Council and the Agreement has been fully executed by the Parties.

3. Requirements Not Addressed. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property, specifically, the use of City Property for a retention basin to accept tail water from La Jolla Vista, and provides only those rights expressly set forth in this Agreement. This Agreement does not affect any other Agreement addressing other matters related to the development of the Property nor does it prevent the Parties from entering into additional agreements related to the development of the Property.

4. Grant of Easements. To facilitate the development of the Property, the City agrees:

(a) Upon the effective date of this Agreement, and subject to the terms and conditions of this Agreement, the City shall execute an easement, in the form attached hereto as Exhibit C, granting Owner, a temporary and non-exclusive easement over, across and under the property legally described and depicted on Exhibit D attached hereto (the "Basin Area"), for purposes of accessing the Basin Area to construct, operate, maintain, repair, modify, and remove a temporary retention basin for tail water being generated by the farming operation at La Jolla Vista (the "**Basin Easement.**").

(b) Environmental Clean-Up/Indemnification: The City makes no representations as to the current environmental condition of the City Property. Owner may, at its own cost, conduct environmental due diligence on the City Property prior to its commencement of use of the City Property as a temporary retention basin under this Agreement and shall provide copies of any environmental reports to the City. Subsequent to the Owner's commencement of use of the City Property, any environmental

contamination of the City Owned Property shall be presumed to have been the result of the Owner's use of the property. Upon the termination of this Agreement, or at such time as any environmental contamination is discovered on the City Property it shall be the Owner's sole responsibility to remediate the City Property and make such City Property free and clear of any and all environmental contamination to the satisfaction of the City and the applicable federal, state and local authorities having jurisdiction of the environmental quality of the City Property. If at any time prior to the termination of this Agreement, the City determines, in its sole discretion, that the City Property is not being remediated to the satisfaction of City, the City shall have the right and privilege to elect to terminate this Agreement upon written notice to the Owner, whereupon the Owner shall have ninety (90) days of such notice to complete the approved Alternative Engineered Solution or the approved Replacement Alternative Engineered Solution and cease use of the City Property. Furthermore, effective as of the commencement of use of the City Property as a retention basin under this Agreement, the Owner agrees to indemnify, hold harmless and defend the City of and from and against any and all manner of actions, suits, claims, obligations, liabilities, costs, expenses, charges and damages, including but not limited to reasonable counsel fees and disbursements, and court costs, related to any conditions of environmental contamination at or below the City Property not otherwise disclosed by Owner to the City following the Owner's due diligence of the City Property and the City's subsequent acknowledgement of those environmental conditions. The preceding obligations of the Owner shall survive the expiration

5. Construction of Temporary Retention Basin. Owner shall construct, at its sole cost and expense, a temporary retention basin within the Basin Area concurrent with the development of Phase 1A. The Parties agree that all construction activities performed within the Basin Area shall be performed in compliance with plans approved by the City and with all laws, rules, regulations, orders, and ordinances of local and federal governments, or any department or agency thereof, affecting improvements constructed within the Basin Area and shall commence only after receipt of all required approvals, permits and licenses issued by City. Upon completion of any such work, the City Property affected by the work, except for the Basin Area, shall be restored as nearly as practicable to the appearance and condition in existence immediately prior to such work.

6. Maintenance. Owner shall, at its sole cost and expense, keep and maintain the Basin Area in good condition and repair, free of weeds, trash and other debris, in accordance with all applicable laws, ordinances, regulations, codes and the terms set forth herein. Owner shall ensure that the temporary retention basin within the Basin Area is functioning properly and that all standing water within the Basin Area drains within 36 hours. Owner also shall: (i) ensure that all debris, such as silt, seeds, insects, and rodents, transmitted with the tail water into the Basin Area is promptly removed; (ii) ensure that all vegetation growing within the Basin Area is promptly removed; (iii) employ appropriate vector control measures to eradicate all mammals, birds, insects or other arthropods from the Basin Area; and (iv) within seven (7) days of Owner's receipt of written notice from the City for the need for such work, undertake all work required to address complaints by Goodyear residents that involve

conditions created by the drainage of tail water into the Basin Area, including, but not limited to, taking actions to address complaints about odors and insects.

7. Self-Help Remedies. If Owner fails to perform any of its obligations under this Agreement, in whole or in part, in addition to all other remedies it may have at law or in equity, the City shall have the right, but not the obligation, to take such action as shall be reasonably necessary to cure the default pursuant to the terms set forth herein. If Owner fails to perform its maintenance obligations set forth in Paragraph 6 of this Agreement, the City may, after seven (7) days written notice to Owner, enter the Basin Area and take such actions as necessary to cure such default. If Owner fails to perform any of its other obligations under this Agreement, the City may, after thirty (30) days written notice to Owner, enter the Basin Area and take such actions as necessary to cure such default. Notwithstanding the foregoing, in the event of any emergency, the City may take such action as necessary to cure any default without notice to Owner. If the City expends sums for the performance of any obligations of Owner pursuant to the exercise of any self-help remedies pursuant to under this Agreement, then Owner shall reimburse the City for the cost of that performance within fifteen (15) days after the receipt of reasonable documentation substantiating the costs incurred by the City. The reimbursement obligation set forth herein shall survive the termination of this Agreement.

8. Alternative Drainage Solution. Because of the likelihood that the Basin Area will be acquired in whole or in part by a condemning authority, Owner shall comply with the following:

(a) Prior to any development in Phase 2 and/or Phase 3 of the Property, as reflected in the Phasing Exhibit attached hereto as Exhibit E, Owner shall have obtained approval by the City Engineer or his/her designee of an engineered solution that complies with all City requirements and that either provides for the retention of the tail water from La Jolla Vista on property other than the City Property or that provides an alternative solution for the diversion and disposal of the tail waters from the La Jolla Vista by some other means other than the use of a retention basin (the “**Alternative Engineered Solution**”). If the approved Alternative Engineered Solution requires the use of any portion of the Property or the use of any other property, Owner shall provide the City legal documentation acceptable to the City Attorney or his/her designee that creates a permanent legal right for the future use of such property for the Alternative Engineered Solution.

(b) Prior to any development in Phase 2 and/or Phase 3 of the Property, as reflected in the Phasing Exhibit attached hereto as Exhibit E, Owner shall, provide the City with an engineer’s estimate of the costs of implementing the approved Alternative Engineered Solution or an approved Replacement Alternative Engineered Solution, which estimate is subject to the approval of the City Engineer or his/her designee. Upon approval of engineer’s estimate, Owner shall provide the City financial assurances, in a form acceptable to the City that ensures the completion of the Alternative Engineered Solution or an approved Replacement Alternative Engineered Solution if Owner fails to complete the Alternative Engineered Solution or an approved Replacement Alternative Engineered

Solution as provided in this Agreement. No building permits for vertical construction shall be issued for work within Phase 2 and/or Phase 3 of the Property until the required financial assurances have been provided the City.

(c) If Owner desires to replace an approved Alternative Engineered Solution, Owner shall submit to the City a proposed replacement engineered solution that complies with all City requirements and that either provides for the retention of the tail water from La Jolla Vista on property other than the City Property or that provides an alternative solution for the diversion and disposal of the tail waters from the La Jolla Vista by some other means other than the use of a retention basin (the “**Replacement Alternative Engineered Solution**”). If approved, and if the Replacement Alternative Engineered Solution requires the use of any portion of the Property or the use of any other property, Owner shall provide the City legal documentation acceptable to the City Attorney or his/her designee that creates a permanent legal right for the future use of such property for the approved Replacement Alternative Engineered Solution. If financial assurances required herein have been provided for the Alternative Engineered Solution that is being replaced, Owner shall provide the City financial assurances, in a form acceptable to the City that ensures the completion of the approved Replacement Alternative Engineered Solution. Upon receipt of such documentation, the City shall execute any documentation reasonably necessary to extinguish the encumbrances created pursuant to the terms of this Agreement on any property that is no longer to be used for the approved Replacement Alternative Engineered Solution.

9. Development and Obstructions. Neither Party shall cause or permit the unreasonable obstruction of the Basin Area or otherwise impede the exercise of the other Party’s rights provided for hereunder, nor render the Basin Area unusable; provided, however, the foregoing shall not prohibit a barricade temporarily erected and reasonably necessary in order to repair and perform maintenance with respect to the Basin Areas, so long as such barricade does not prohibit access, ingress and egress to and from the Basin Area. The City hereby expressly reserves the right to grant other easements, licenses, leases, and/or rights-of-way over, under, upon, and across any of the Basin Area provided that such easements, licenses, leases and/or rights-of-way over the Basin Area does not substantially impair the exercise Owner’s rights provided for hereunder.

10. Condemnation Relocation. The City shall provide Owner written notification within a reasonable period of time after the City receives notification that a condemning authority or other party is seeking to acquire the Basin Area in whole or in part by right of eminent domain, sale, or by sale under the threat of condemnation or by other method of acquisition; and Owner shall have ninety (90) days of such notice to complete the approved Alternative Engineered Solution or the approved Replacement Alternative Engineered Solution. Owner shall be solely responsible for all costs associated with construction and completion of the approved Alternative Engineered Solution or the approved Replacement Alternative Engineered Solution.

11. Condemnation Proceeds. It is specifically understood and agreed by the Parties that if the whole or any part of the Basin Area shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, sale, or should be sold to a condemning authority under threat of condemnation, this Agreement and the easements created herein shall terminate from the date of possession of the Basin Area or any part thereof and Owner shall not be entitled to any part of any award that may be made for such taking nor to any damages therefor. Owner expressly waives and foregoes any claim against any authority who acquires the Basin Area or any part thereof by condemnation or by sale under threat of condemnation. Further in the event the condemning authority proposes to reduce its purchase price because of the Basin Area then Owner agrees to either compensate the City for any reduction in the purchase price caused by the Basin Area or restore the Basin Area as nearly as practicable to the appearance and condition in existence immediately prior to the work, including the removal of improvements installed within the City Property and importing fill and filling in the retention basins to ground level. If Owner elects the restoration option, Owner shall have ninety (90) days from the date the City provides Owner with written notification of the condemning authority's purchase price offer to complete the restoration. The terms of this Paragraph 11 shall survive the termination of this Agreement.

12. Duration. The Basin Easement referred to herein shall terminate at the earlier of the following: (i) La Jolla Vista is no longer being used for farming operations and tail water from La Jolla Vista is no longer entering the Basin Area; (ii) the Basin Area have been acquired in whole or in part for any public or quasi-public use under any governmental law, ordinance or regulation; (iii) the Basin Area have been acquired in whole or in part by right of eminent domain or sold to a condemning authority under threat of condemnation; (iv) an approved Alternative Engineered Solution or an approved Replacement Engineered Solution have been implemented and tail water from La Jolla Vista is no longer entering the Basin Area; (v) there is a default and the Party seeking to terminate the Agreement for such default has complied with the requirements set forth in Paragraph 19 and the defaulting Party failed to cure such default within the time frames as provided in Paragraph 19; (vi) the Agreement is terminated based on a conflict of interest as provided in Paragraph 35; and (vii) unless extended in writing by the Parties, twenty (20) years from the effective date of this Agreement. Upon the occurrence of any of the aforementioned events, the Parties agree to execute a "Termination of Basin Easement", which shall be recorded with the Maricopa County Recorder's Office. The obligation to execute the termination documentation set forth herein shall survive the termination of this Agreement.

(a) If this Agreement is terminated for any of the following: (i) there was a default and Agreement was terminated in compliance with the requirements of Paragraph 19; (ii) the Agreement was terminated in compliance because of a conflict of interest in compliance with the requirements of Paragraph 35; and/or (iii) it has been twenty (20) years from the effective date of the Agreement and the Agreement was not extended in writing by the Parties; Owner shall, within ninety (90) days of the termination and at its sole cost and expense, complete the approved Alternative Engineered Solution or the

approved Replacement Alternative Engineered Solution. The terms of this Paragraph 12(a) shall survive the termination of this Agreement.

13. Restoration. Except for a termination caused by the Basin Area having been acquired in whole or in part by right of eminent domain or sold to a condemning authority under threat of condemnation, upon the termination of this Agreement, Owner shall, at its sole cost and expense, restore the Basin Area as nearly as practicable to the appearance and condition in existence immediately prior to such work, including the removal of improvements installed within the City Property and importing fill and filling in the retention basins to ground level. The terms of this Paragraph 13 shall survive the termination of this Agreement.

14. Indemnification. Owner shall indemnify, defend and hold harmless the City, its tenants, officers, elected officials, members, agents and employees from and against any and all claims, proceedings, lawsuits, liabilities, damages, injuries, deaths, losses, fines, penalties, judgments, liens (including mechanic's and materialmen's liens), awards, costs and expenses, including, without limitation, reasonable attorney's fees and costs, that arise out of, or relate in any way to, the use of the Basin Area by Owner its employees, contractors, subcontractors, agents, invitees, customers, representatives and licensees and for all costs and expenses incurred by the City that arise out of or related in any way to Owner's failure to relocate the retention basins as required in this Agreement and/or Owner's failure to maintain the retention basin as required in this Agreement. The terms of this Paragraph 14 shall survive the termination of this Agreement.

15. Water Campus Property. Owner shall sell and the City shall purchase, lien free, the real property depicted as Tract F in the Final Plat El Cidro-Phase 1 Parcel 3, a copy of which is attached hereto as Exhibit F (the "**Water Campus Property**") subject to the following terms and conditions:

(a) **Purchase Price**. The purchase price for the Water Campus Property is \$346,912.17.

(b) **Marketable Title**. Owner agrees to convey by Special Warranty Deed, in the form attached hereto as Exhibit G the Property free and clear of all recorded liens, charges, reservations, encumbrances, and restrictions of any kind or character, except the Permitted Exceptions and except for claims, if any, of third parties based on adverse possession or prescriptive uses, of which Owner has no knowledge. The Permitted Exceptions referred to herein are limited to the following:

(i) Those matters listed in the Title Commitment that appear as exceptions to title and that are not objected to by City; and

(ii) Such acts or defects resulting from acts of City or City's agent; and

(iii) The exceptions normally contained in an Owner's Policy of Title Insurance.

(c) **Real Property Taxes.** Real property taxes shall be apportioned as provided in the Escrow Instructions.

(d) **Closing Costs.** Owner and City shall split the closing costs on an equal basis.

(e) **Escrow.** City's purchase of the Water Campus Property is subject to the terms and conditions of the Escrow Instructions.

(i) Owner and City agree to establish an escrow with Carol Peterson and Alix Graham, First American Title Insurance Company, 2425 East Camelback Road, Suite 300, Phoenix, Arizona 85016 E-mail cpeterson@firstam.com agraham@firstam.com Telephone (602) 567 8101 ("**Escrow Agent**") for the purpose of consummating the completion of the sale and purchase of the Water Campus Property as contemplated by this Agreement (the "**Escrow**"). The Escrow shall be deemed opened with a fully executed copy of this Agreement and an original and two duplicate sets of the Escrow Instructions in the form attached hereto as Exhibit H (the "**Escrow Instructions**") have been fully executed by the City, the Owner and the title company and all have been delivered to the Escrow Agent.

(ii) The Escrow Instructions shall be executed by the City at the later of the following: (1) receipt of the original and two duplicate sets of the Escrow Instructions executed by Owner; (2) three (3) business days after the Effective Date of this Agreement; and (3) three (3) business days after the City has completed a legal description of the Water Campus Property if the Final Plat El Cidro-Phase 1 Parcel 3 creating the Water Campus Property tract (Tract F) has not been recorded by the Effective Date of this Agreement.

(iii) The termination of the Escrow pursuant to the Escrow Instructions terminates that City's obligations to purchase the Water Campus Property.

(iv) "**Closing**" or "**Close of Escrow**" shall refer to the date on which the Special Warranty Deed conveying the Water Campus Property to the City is recorded through Escrow in the Official Records of Maricopa County, Arizona.

(f) **Maintenance and Risk of Loss.**

(i) **Maintenance.** Prior to the Close of Escrow, Owner shall properly maintain the Water Campus Property, keep it in good and presentable condition and comply with all environmental regulations.

(ii) **Damage or Destruction Prior to Closing.** The risk of loss or damage to the Water Campus Property by fire or other casualty, or liability to third persons (other than as may arise from the acts or omissions of the City or its

agents), or its taking by eminent domain prior to Closing, is assumed by the Owner. Upon the happening of any material loss, damage or taking prior to the Closing, the City shall, within thirty (30) days of the City's knowledge thereof, be entitled to terminate the Escrow by giving written notice thereof to Buyer and Escrow Agent within said period. If the City does not terminate the Escrow, the City shall be entitled to any insurance monies collectible for such loss or damage, or the award of such taking by eminent domain. In no event shall the Purchase Price be reduced in the event of condemnation or damage, and in no event shall Owner be required to restore or to rebuild any part of or all of the Water Campus Property or any improvements thereon. In the event of City's termination of the Escrow pursuant to this provision, the Purchase Price deposited, if any shall be returned to City and the possession of the Campus Water Property shall be retained by Owner and the parties to the Escrow Instructions shall be under no further obligation or liability to each other pursuant thereto, except for obligations that survive the termination of this Agreement and/or the Escrow.

(iii) **Damage or Destruction After Closing.** The risk of loss or damage to the Property by fire or other casualty, or the taking by eminent domain, after the Closing shall be assumed by City.

(g) **Mutual Representation and Indemnification – Commissions.** Each of the Parties represents to the other that it has not incurred and will not incur any liability for brokerage fees or agents' commissions in connection with this Agreement. Owner and City each agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation or contract with the indemnifying Party. The terms herein shall survive the expiration or termination of the Escrow and/or this Agreement.

(h) **Representation and Warranties of Owner.** Owner represents and warrants to City as follows, which representations and warranties shall survive the Closing and remain in full force and effect for one (1) year after the Closing:

(i) **Binding and Enforceability.** The individual and/or entity executing on behalf of the Owner is duly authorized to do so and, upon execution of this Agreement by said individual and/or entity and by City, this Agreement shall be binding and enforceable against the Owner in accordance with its terms.

(ii) **Authority to Perform.** Owner has full power and authority to enter into and perform this Agreement in accordance with its terms and that neither the execution of this Agreement nor the consummation of the transaction provided for herein constitutes, or will result in, any breach of any of the terms, conditions or provisions of, or constitutes a default under any judgment, decree, order, agreement or other instrument or document to which either Owner is a party or is subject.

(iii) **Ownership.** Owner warrants and represents that it is the sole fee simple owner of the Property and has all necessary authority to sell the Water Campus Property; there are no other contracts for sale or options involving the Water Campus Property; and no other party has any right, title or interest in the Water Campus Property except as otherwise disclosed in the Title Commitment. Except as warranted and represented in the preceding sentence, the Water Campus Property is being sold in an “as is” and “where is” condition.

(iv) **Litigation.** To Owner’s knowledge, Owner is not a party to any pending or threatened action, suit, proceeding or investigation, at law or in equity or otherwise in, for or by any court or governmental board, commission, department or office arising from or relating to the Water Campus Property or to the past or present operations and activities of Owner upon or relating to the Water Campus Property.

(v) **Governmental Restrictions.** To Owner’s knowledge, Owner has not received, nor is it aware of any notifications, restrictions, or stipulations from the United States of America, the State of Arizona, Maricopa County, or any other governmental authority requiring any work to be done on the Water Campus Property or threatening the use of the Water Campus Property. To Owner's knowledge, there are no pending or threatened condemnation proceedings affecting any portion of the Water Campus Property (excluding any notifications by City).

(vi) **Environmental Matters.** To Owner's knowledge, neither Owner nor the Water Campus Property is in material violation of applicable environmental law, regulation, ordinance, or order of any government entity, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, the Federal Toxic Substances Control Act, as amended, and any regulations promulgated thereunder, or any other federal, state or local laws relating to contamination of or adverse effects on the environment (“Environmental Laws”).

(vii) **Owner's Knowledge.** As used in this Agreement, “Owner's knowledge” shall mean, and be limited to, the actual knowledge of Owner and its managers, without duty to investigate or inquire, and shall not include constructive or imputed knowledge resulting from, or by way of, public records or Owner's agents.

(i) **Representations and Warranties of City.** City represents and warrants to Owner as follows, which representations and warranties shall survive the Closing and remain in full force and effect:

(i) **Binding and Enforceability.** The individual executing on behalf of City is duly authorized to do so and, upon execution of this Agreement

by said individual and by Seller, this Agreement shall be binding and enforceable against City in accordance with its terms.

(ii) **Authority to Perform.** City has full power and authority to enter into and perform this Agreement in accordance with its terms and that neither the execution of this Agreement nor the consummation of the transaction provided for herein constitutes, or will result in, any breach of any of the terms, conditions or provisions of, or constitutes a default under any judgment, decree, order, agreement or other instrument or document to which City is a party or is subject.

(iii) **Compliance with A.R.S. § 38-511.** City gives notice to Owner that A.R.S. §38-511 provides that City may, within three years after its execution, cancel this Agreement without penalty or further obligation made by City if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of City is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the Owner in any capacity or a consultant to the Owner with respect to the subject matter of the Agreement.

(A) As of the date of execution of this Agreement, City is unaware of any person (without a duty of inquiry or investigation) significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of City, who is an employee or agent of Owner in any capacity or a consultant to Owner with regard to the subject matter of this Agreement that would permit the exercise by Buyer of those remedies set forth in A.R.S. §38-511. Notwithstanding anything contained herein to the contrary, if during the course of this Agreement City becomes aware or has reason to suspect that circumstances exist that would afford City the right to elect its remedies under A.R.S. §38-511, City shall notify Owner in writing of such circumstances.

(j) **Survival of Representations and Warranties.** Except as otherwise provided in this Agreement, each and all of the representations, warranties, covenants and agreements set forth in this Agreement, or in any exhibit hereto, or in the Escrow Instructions or in any bill of sale, assignment or any other instrument or document to be delivered pursuant to this Agreement shall survive the Closing and the delivery of Owner's transfer documents conveying the Water Campus Property.

16. Water Line Easement and Well Site. To facilitate the City's development of its water system, Owner agrees as follows:

(a) **Water Line Easement.** Upon the effective date of this Agreement, Owner shall convey, lien free and at no cost to the City, an easement in the form attached hereto as Exhibit I, granting the City a permanent and perpetual easement over and across the property legally described and depicted on Exhibit J, attached hereto, for purpose of construction, operation and maintenance of a water line.

(b) **Well Site.** Upon the effective date of this Agreement, Owner shall convey, lien free and at no cost to the City, the legal rights to the existing agricultural well Arizona Department of Water Resources ADWR Registration Number 55-617289 by completing the Change of Well Information form attached hereto as Exhibit K to include the name of the owner of the property upon which the existing well sits and have said property owner execute the request, and returning the completed document to Barbara Chappell at 190 North Litchfield Road, Goodyear, Arizona 85338. Within 30 days of receiving a written request to do so, Owner shall convey, lien free and at no cost to the City, a 100' x 100' well site for a replacement production well (the "**Replacement Well Site**"). The Replacement Well Site shall be located: at the southwest corner of the future alignment of south 175th Drive and El Cidro Drive as reflected in Preliminary Plat approved by the Mayor and Council of the City of Goodyear on August 25, 2014, a copy of which is attached hereto as Exhibit B. The Replacement Well Site shall be conveyed by a special warranty deed in the form attached hereto as Exhibit L. If the public road way adjacent to the Replacement Well Site has not been conveyed to the City at the time of the conveyance of the Replacement Well Site, Owner shall convey, lien free and at no cost to the City, a temporary access easement in the form attached hereto as Exhibit M to provide access to the Replacement Well Site.

(i) The City shall, at its sole cost and expense, abandon the existing agricultural well when it undertakes the construction of the replacement well. Owner shall convey, lien free and at no cost to the City, a temporary construction and access easement as needed to complete the abandonment.

17. Engineering Fees. The City shall pay Owner for the costs Owner incurred in revising the Final Plat El Cidro-Phase 1 Parcel 3 to convert the Water Campus Property into a tract as well as the costs Owner shall incur to create legal descriptions for the Replacement Well Site and Temporary Access Easement to the Replacement Well Site as approved by the City Engineer, which amount shall not exceed \$7,500.

18. Half-Street Improvements. Owner, at Owner's sole expense, shall design, construct and install half street improvements adjacent to the City's existing water campus and the Water Campus Property being acquired by the City.

19. Defaults and Remedies. Any Party shall be in default under this Agreement if it fails to satisfy any term or condition as required under this Agreement. Any Party may terminate this Agreement based on a default following thirty (30) days written notice from the other Party; provided, however, that the notice required hereunder shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in default if the Party commences to cure any deficiencies within thirty (30) days of receipt of the notice and cures such deficiencies within a reasonable time thereafter.

20. Withholding of Building Permits. In addition to any other remedies available to the City, if Owner fails to comply with the terms of this Agreement, the

City shall be entitled, without any liability to the City, to withhold construction permits and/or building permits within the Property until such time as Owner complies with all applicable terms of this Agreement. The terms of this Paragraph 20 shall survive the termination of this Agreement as a means of insuring Owner's compliance with obligations under this Agreement that survive the termination of this Agreement.

21. Covenants Running with the Land. Except as otherwise provided in Subparagraph (a) of Paragraph 22, the rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants running with the land.

22. Binding on Successors. Except as otherwise provided in sub-paragraph (a) below, 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. For purposes of this Paragraph and the subparagraph herein, the term Successors and Assigns shall mean any person or entity that succeeds to or is assigned any interest in all or part of the Property except as provided in sub-paragraph (a) below.

(a) **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 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 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 lot 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.

23. Amendment of Agreement. This Agreement may be modified, amended or terminated, in whole or in part, only by the written consent of the Parties and their Successor and Assigns.

24. No Dedication for Public Use. This Agreement is not intended to, and does not, constitute a dedication for public use of all or any portion of the Basin Area, and the rights granted herein are private and for the benefit only of the Parties.

25. Notices. Any and all notices, filings, approvals, consents, or other communications required or permitted by this Agreement shall be given in writing and (i) personally delivered, (ii) sent by first-class mail, postage prepaid, (iii) sent by

Federal Express, Airborne, U.P.S. or other similar nationally recognized overnight courier, addressed as follows.

To City:	City of Goodyear Attn: Development Services Director 190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338
With a copy to:	City of Goodyear Attn: City Attorney 190 North Litchfield Road P.O. Box 5100 Goodyear Arizona 85338
To Owner:	El Cidro Ranch LLC Attn: Michael Markman 200 Witmer Road, Suite 200 Horsham, PA 19044 El Cidro Ranch LLC Attn: Scott Moore 5506 East San Miguel Ave. Paradise Valley, AZ. 85253
With a copy to:	Beus Gilbert PLLC Attn: Jeffrey Blilie 701 N. 44 th Street Phoenix, AZ 85008

or to any other addresses as either Party may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals, and communication shall be deemed to have been given as of the date of the date of delivery if hand delivered or sent by overnight courier, or as of three (3) days following deposit in the U. S. Mail.

26. Attorneys' Fees. In the event of any action or proceeding, including without limitation, any legal proceeding of insolvency, bankruptcy, appeals, arbitration or declaratory relief, concerning any controversy, claim or dispute between the Parties, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing Party in the action shall be entitled to recover from the losing Party reasonable expenses, attorneys' fees, and costs, as determined by a Court of competent jurisdiction, incurred in connection therewith or in the enforcement or collection of any judgment or award rendered therein. The terms of this Paragraph 26 shall survive the termination of this Agreement

27. Severability. The unenforceability, invalidity or illegality of any provision of this Agreement, as determined by a court of competent jurisdiction, shall not render the other provisions of this Agreement unenforceable, invalid or illegal.

28. Headings. The captions at the beginning of each paragraph of this Declaration are not part of and in no manner or way define, limit, amplify, change, or alter any term, covenant, or condition of this Declaration.

29. Representations and Warranties of Owner. As of the Effective Date, Owner represents and warrants the following:

(a) El Cidro Ranch LLC is the Owner of the Property.

(b) El Cidro Ranch LLC is an Arizona limited liability company, in good standing; El Cidro Ranch LLC (including the person signing for El Cidro Ranch LLC) has the authority and the right to enter into this Agreement as authorized by the manager of El Cidro, Ranch LLC and El Cidro Ranch LLC is not prohibited from executing this Agreement by any law, rule, regulation, instrument, Agreement, order or judgment.

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

30. Representations and Warranties of City. As of the Effective Date, the City represents and warrants the following:

(a) City is the Owner of the Basin Area and has the full right and authority to submit its interest in the Basin Area to the obligations hereunder.

(b) 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.

(c) City agrees that City's execution of this Agreement and the performance of its obligations hereunder will not violate the terms of its charter or any City ordinance and all hearings, ordinances, warrants and approvals prerequisite to the execution and delivery of this Agreement and all hearing requirements under applicable laws have been fully complied with including, but not limited to, state open meeting laws, and the persons executing this Agreement on behalf of City have been duly authorized to do so.

31. Choice of Law and Venue, and Attorney's Fees. 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 Paragraph 31 shall survive the termination of this Agreement.

32. Waiver of Jury Trial. UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND EL CIDRO 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 Paragraph 32 shall survive the termination of this Agreement.

33. Fair Interpretation. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which 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 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 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.

34. 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. The terms of this Paragraph 34 shall survive the termination of this Agreement.

35. 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.

36. Time of the Essence. Time shall be of the essence in the performance of any party's obligations hereunder.

37. 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; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. 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 paragraph 37 to other provisions in the Agreement.

38. 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.

[signatures appear on the following pages]

CITY:

CITY OF GOODYEAR, an Arizona
municipal corporation

By: _____

Brian Dalke
City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2017, before me personally appeared Brian Dalke, the City Manager for the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

EL CIDRO:

EL CIDRO RANCH, LLC, an Arizona
limited liability company

By: _____

Michael Markman
Manager

Date: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared Michael P. Markman, the Manager of EL CIDRO RANCH, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she executed the same for the purposes therein contained.

[Affix notary seal here]

Notary Public

EXHIBIT A

Legal Description and Depiction of the El Cidro Property

March 25, 2016

LEGAL DESCRIPTION FOR
EL CIDRO - PARCEL NO. 1 (WEST PARCEL)

That part of Section 23, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Department of Transportation Brass Cap in pothole marking the Southwest Corner of said Section 23;

Thence North 00°11'46" East, along the West line of the Southwest Quarter of said Section 23, a distance of 2,636.39 feet to the Cotton Picker Spindle marking the West Quarter Corner of said Section 23;

Thence South 89°43'14" East, along the South line of the Northwest Quarter of said Section 23, a distance of 997.02 feet to the Southeast Corner of that certain parcel of land described in Document No. 2008-0327883, Records of Maricopa County, Arizona;

Thence North 07°19'51" East, along the Easterly line of said certain parcel of land, a distance of 128.45 feet;

Thence North 05°21'40" East, along the Easterly line of said certain parcel of land, a distance of 691.54 feet to the Northeast Corner thereof;

Thence North 89°43'14" West, along the Northerly line of said certain parcel of land, a distance of 191.19 feet to the Northwest Corner thereof;

Thence North 00°17'24" East, along the Easterly line of those certain parcels of land described in Document Nos. 2004-1249816, 2015-0539732 and 2001-0136967, Records of Maricopa County, Arizona, a distance of 504.62 feet to a point on the North line of the South Half of the Northwest Quarter of said Section 23;

Thence South 89°44'06" East, along said North line, a distance of 1,766.30 feet to the Northeast Corner of the South Half of the Northwest Quarter of said Section 23;

Thence South 89°44'24" East, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 23, a distance of 1,323.35 feet to the Southeast Corner thereof;

Thence North 00°11'58" East, along the West line of the Northeast Quarter of the Northeast Quarter of said Section 23, a distance of 222.81 feet to the Southwest Corner of that certain parcel of land described in Document No. 91-008611, Records of Maricopa County, Arizona;

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Page 1 of 4

4550 N 12th Street | Phoenix AZ 85014 | 602.264.8831 | (F) 602.264.0928



Legal Description for
El Cidro – Parcel No. 1 (West Parcel)
March 25, 2016

Thence along the boundary of said certain parcel of land the following courses:

Thence South 89°48'03" East, a distance of 181.91 feet;
Thence North 61°54'46" East, a distance of 194.23 feet;

Thence North 28°05'14" West, a distance of 608.72 feet to the beginning of a tangent curve of 540.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 28°17'12", a distance of 266.60 feet to a point on the West line of the Northeast Quarter of the Northeast Quarter of said Section 23;

Thence North 00°11'58" East, departing said boundary line along said West line, a distance of 127.02 feet to a point on the Southerly line of that certain parcel of land described in Document No. 2007-1336154, Records of Maricopa County, Arizona;

Thence along the boundary of said certain parcel of land the following courses:

Thence South 89°48'02" East, a distance of 30.42 feet;
Thence North 44°19'51" East, a distance of 45.92 feet;
Thence South 00°14'26" West, a distance of 31.67 feet;
Thence South 77°52'45" East, a distance of 773.33 feet;

Thence South 08°02'40" West, a distance of 217.77 feet to the beginning of a tangent curve of 778.00 foot radius, concave Easterly;

Thence Southerly, along said curve, through a central angle of 12°39'01", a distance of 171.77 feet;

Thence South 04°36'21" East, a distance of 295.33 feet to a point on the Westerly line of that certain parcel of land described in Document No. 2010-0472446, Records of Maricopa County, Arizona, said point being on a 3,075.72 foot radius non-tangent curve, whose center bears North 66°33'20" West;

Thence along said Westerly line the following courses:

Thence Southwesterly, departing said boundary line along said curve, through a central angle of 03°39'32", a distance of 196.41 feet;

Thence South 27°06'12" West, a distance of 389.48 feet to a point on a 905.00 foot radius non-tangent curve, whose center bears North 62°53'49" West;

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4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928



Legal Description for

El Cidro – Parcel No. 1 (West Parcel)

March 25, 2016

Thence Southwesterly, along said curve, through a central angle of $10^{\circ}44'42''$, a distance of 169.72 feet;

Thence South $37^{\circ}50'53''$ West, a distance of 149.36 feet to a point on a 5,095.00 foot radius non-tangent curve, whose center bears South $46^{\circ}54'56''$ East;

Thence Southwesterly, along said curve, through a central angle of $05^{\circ}49'19''$, a distance of 517.71 feet;

Thence South $37^{\circ}00'06''$ West, a distance of 469.88 feet;

Thence South $37^{\circ}04'48''$ West, a distance of 127.76 feet;

Thence North $88^{\circ}26'31''$ West, a distance of 17.64 feet;

Thence South $36^{\circ}32'17''$ West, a distance of 66.92 feet;

Thence South $36^{\circ}30'14''$ West, a distance of 80.57 feet to a point on the Northwesternly line of that certain parcel of land described in Document No. 2012-0582748, Records of Maricopa County, Arizona;

Thence South $36^{\circ}32'25''$ West, departing said Westerly line along said Northwesternly line, a distance of 166.73 feet to a point on the Northwesternly line of said certain parcel of land described in Document No. 2007-1336154;

Thence along last said Northwesternly line the following courses:

Thence South $63^{\circ}17'54''$ West, a distance of 60.64 feet;

Thence South $36^{\circ}43'51''$ West, a distance of 899.10 feet;

Thence South $41^{\circ}24'30''$ West, a distance of 588.11 feet;

Thence South $86^{\circ}24'30''$ West, a distance of 28.28 feet;

Thence South $41^{\circ}24'30''$ West, a distance of 50.00 feet;

Thence South $03^{\circ}35'30''$ East, a distance of 28.28 feet;

Thence South $41^{\circ}24'30''$ West, a distance of 755.19 feet to the beginning of a tangent curve of 1,615.00 foot radius, concave Northwesternly;

Thence Southwesterly, along said curve, through a central angle of $48^{\circ}57'38''$, a distance of 1,380.06 feet;

Thence South $00^{\circ}22'08''$ West, departing said Northwesternly line, a distance of 55.00 feet to a point on the South line of the Southwest Quarter of said Section 23;

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4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928



Legal Description for
El Cidro – Parcel No. 1 (West Parcel)
March 25, 2016

Thence North 89°37'52" West, along said South line, a distance of 694.70 feet to the Point of Beginning.

Containing 262.213 Acres, more or less.



Expires 6/30/2016

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4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928



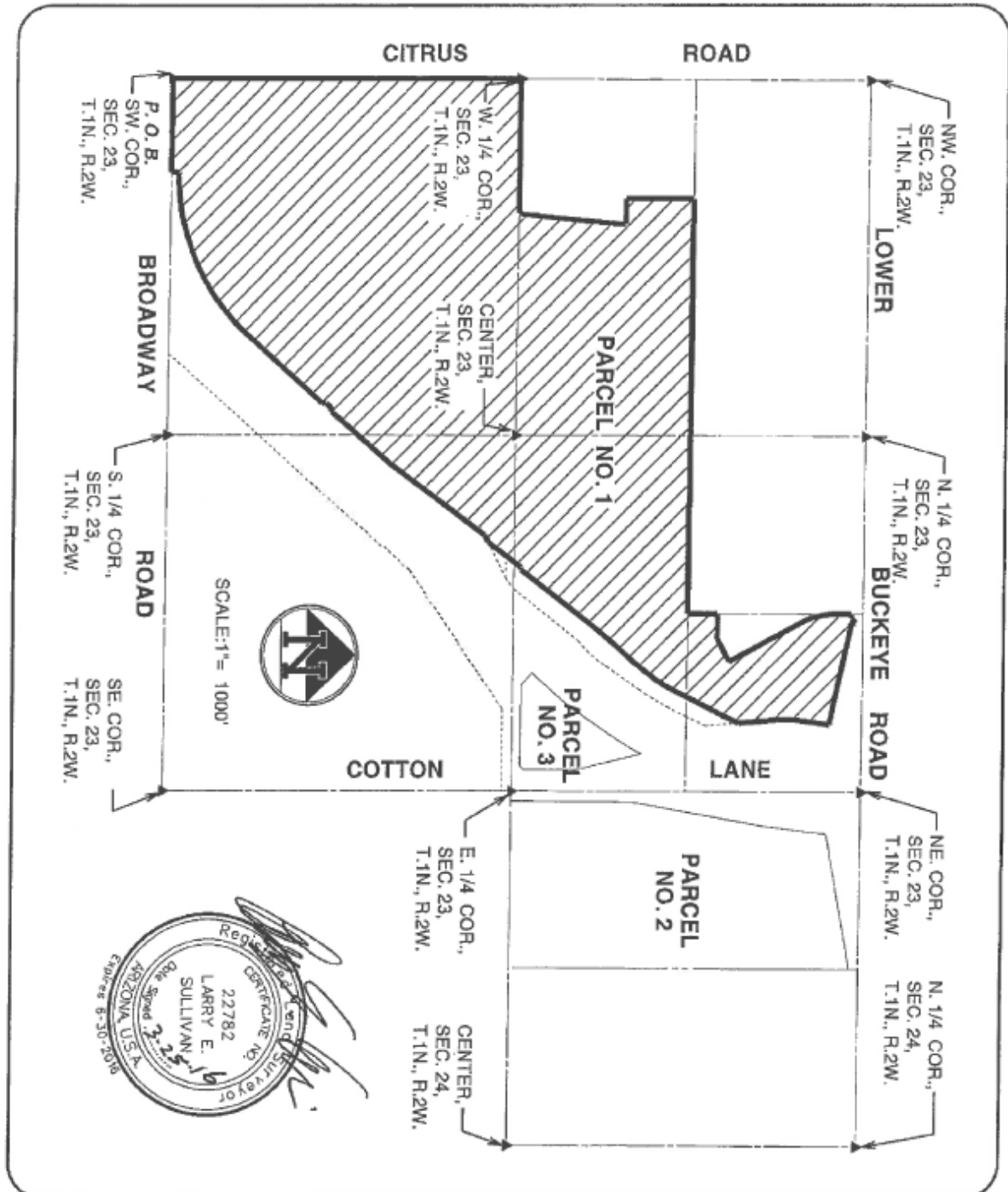


EXHIBIT NN050050\LAND\EH-TOTAL-PCL1.DGN 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	EL CIDRO PARCEL NO. 1 (WEST PARCEL) COE & VAN LOO PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE	JOB NO 050050 SHEET 1 OF 1
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March 25, 2016

LEGAL DESCRIPTION FOR
EL CIDRO - PARCEL NO. 2 (EAST PARCEL)

That part of the Northwest Quarter of Section 24, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Highway Department Brass Cap in hand hole marking the Northwest Corner of said Section 24, from which the Maricopa County Aluminum Cap flush marking the North Quarter Corner of said Section 24 bears South 89°46'09" East, a distance of 2,643.19 feet;

Thence South 89°46'09" East, along the North line of the Northwest Quarter of said Section 24, a distance of 1,321.59 feet to the Northwest Corner of the West Half of the Northwest Quarter of said Section 24;

Thence South 00°12'11" West, along the East line of the West Half of the Northwest Quarter of said Section 24, a distance of 70.67 feet to the True Point of Beginning;

Thence continuing South 00°12'11" West, along said East line, a distance of 2,573.97 feet to the Southeast Corner of the West Half of the Northwest Quarter of said Section 24;

Thence North 89°45'48" West, along the South line of the Northwest Quarter of said Section 24, a distance of 1,245.82 feet to a point on the Easterly line of that certain parcel of land described in Document No. 2007-1336154, Records of Maricopa County, Arizona;

Thence along said Easterly line the following courses:

Thence North 00°11'10" East, a distance of 740.11 feet;

Thence North 01°23'32" East, a distance of 190.04 feet;

Thence North 10°22'00" East, a distance of 977.89 feet;

Thence North 07°12'00" East, a distance of 498.58 feet;

Thence North 79°46'20" East, a distance of 1,025.75 feet to the True Point of Beginning.

Containing 66.102 Acres, more or less.



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Expires 6/30/2016

Page 1 of 1

March 25, 2016

LEGAL DESCRIPTION FOR
EL CIDRO - PARCEL NO. 3 (COMMERCIAL PARCEL)

That part of the Northeast Quarter of Section 23, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Highway Department Brass Cap in hand hole marking the East Quarter Corner of said Section 23, from which the Maricopa County Highway Department Brass Cap in hand hole marking the Northeast Corner of said Section 23 bears North 00°11'10" East, a distance of 2,644.51 feet;

Thence North 00°11'10" East, along the East line of the Northeast Quarter of said Section 23, a distance of 65.00 feet to a point on a line which is parallel with and 65.00 feet Northerly, as measured at right angles, from the South line of the Northeast Quarter of said Section 23;

Thence North 89°43'14" West, along said parallel line, a distance of 193.00 feet to the True Point of Beginning;

Thence continuing North 89°43'14" West, along said parallel line, a distance of 593.47 feet to a point on the boundary of that certain parcel of land described in Document No. 2007-1336154, Records of Maricopa County, Arizona;

Thence along the boundary of said certain parcel of land the following courses:

Thence North 48°47'35" West, a distance of 125.66 feet;

Thence North 41°12'25" East, a distance of 262.75 feet to the beginning of a tangent curve of 1,440.00 foot radius, concave Northwesterly;

Thence Northeasterly, along said curve, through a central angle of 06°54'09", a distance of 173.48 feet;

Thence North 34°18'16" East, a distance of 316.70 feet to the beginning of a tangent curve of 2,800.00 foot radius, concave Northwesterly;

Thence Northeasterly, along said curve, through a central angle of 05°44'22", a distance of 280.48 feet;

Thence South 13°31'58" East, a distance of 506.12 feet;

Thence South 00°11'10" West, a distance of 396.34 feet;

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4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928



Legal Description for
El Cidro - Parcel No. 3 (Commerical Parcel)
March 25, 2016

Thence South 45°13'58" West, a distance of 46.63 feet to the True Point of Beginning.

Containing 8.219 Acres, more or less.



Expires 6/30/2016

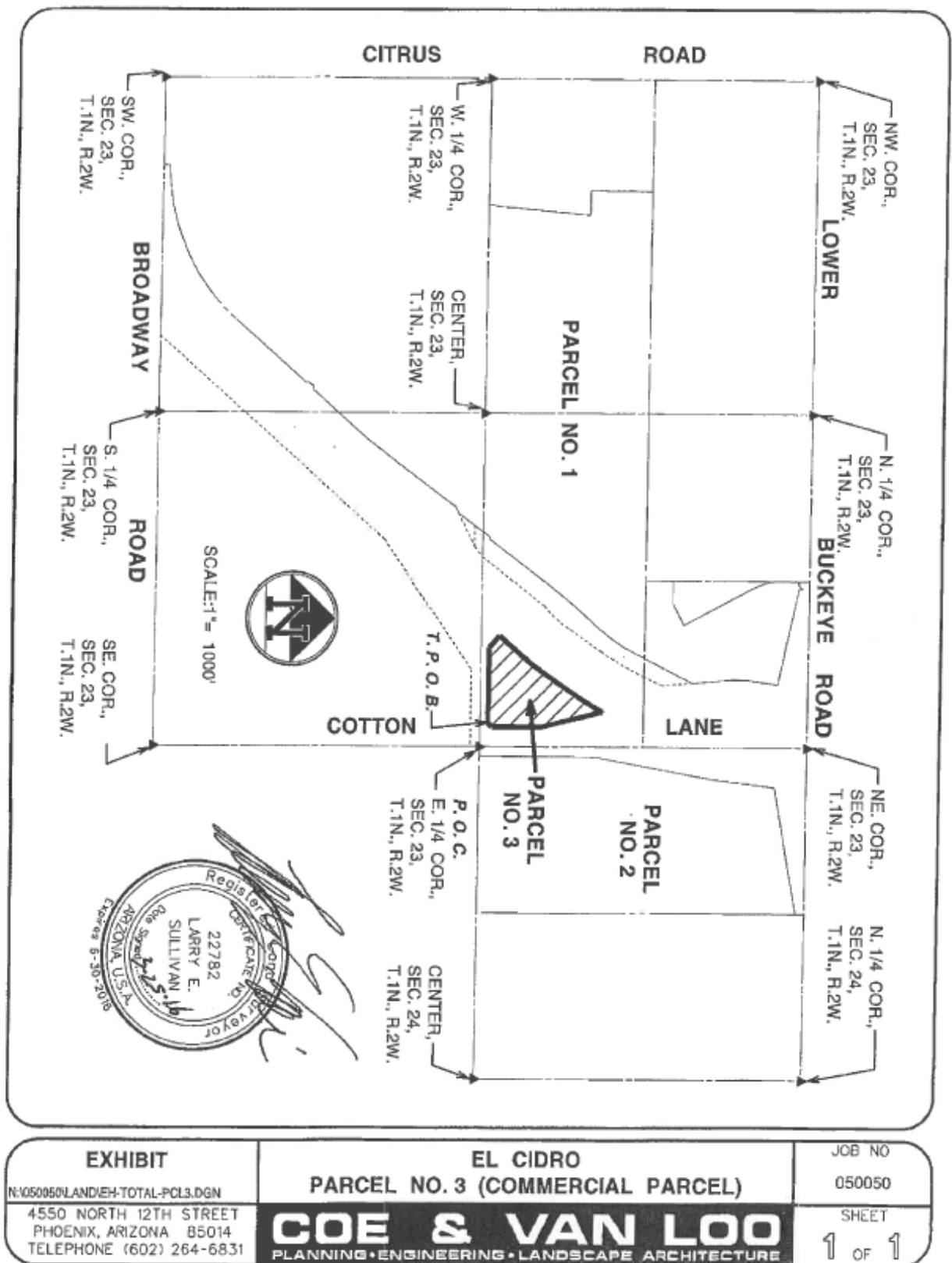
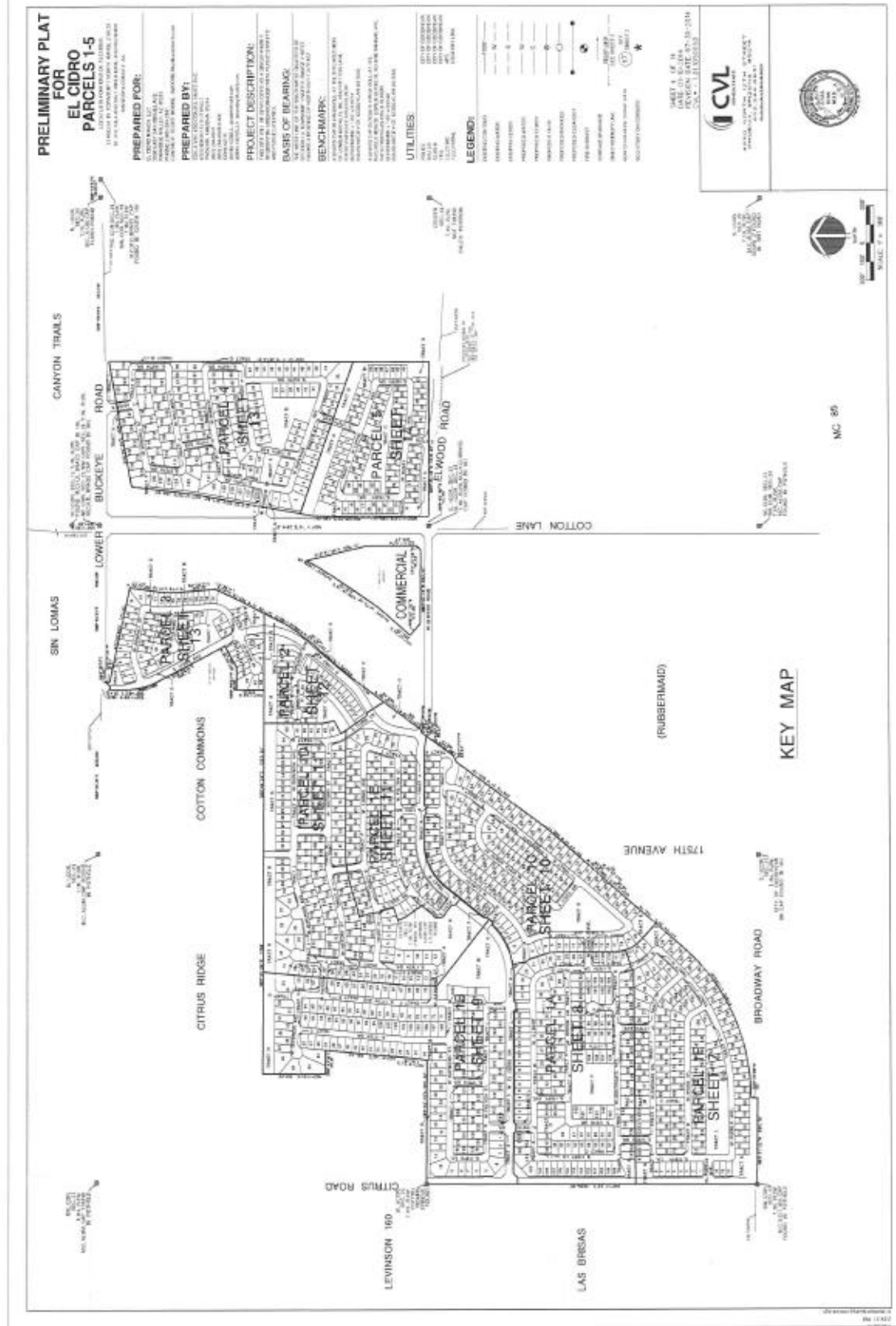


EXHIBIT B

Preliminary Plat Approved August 25, 2014



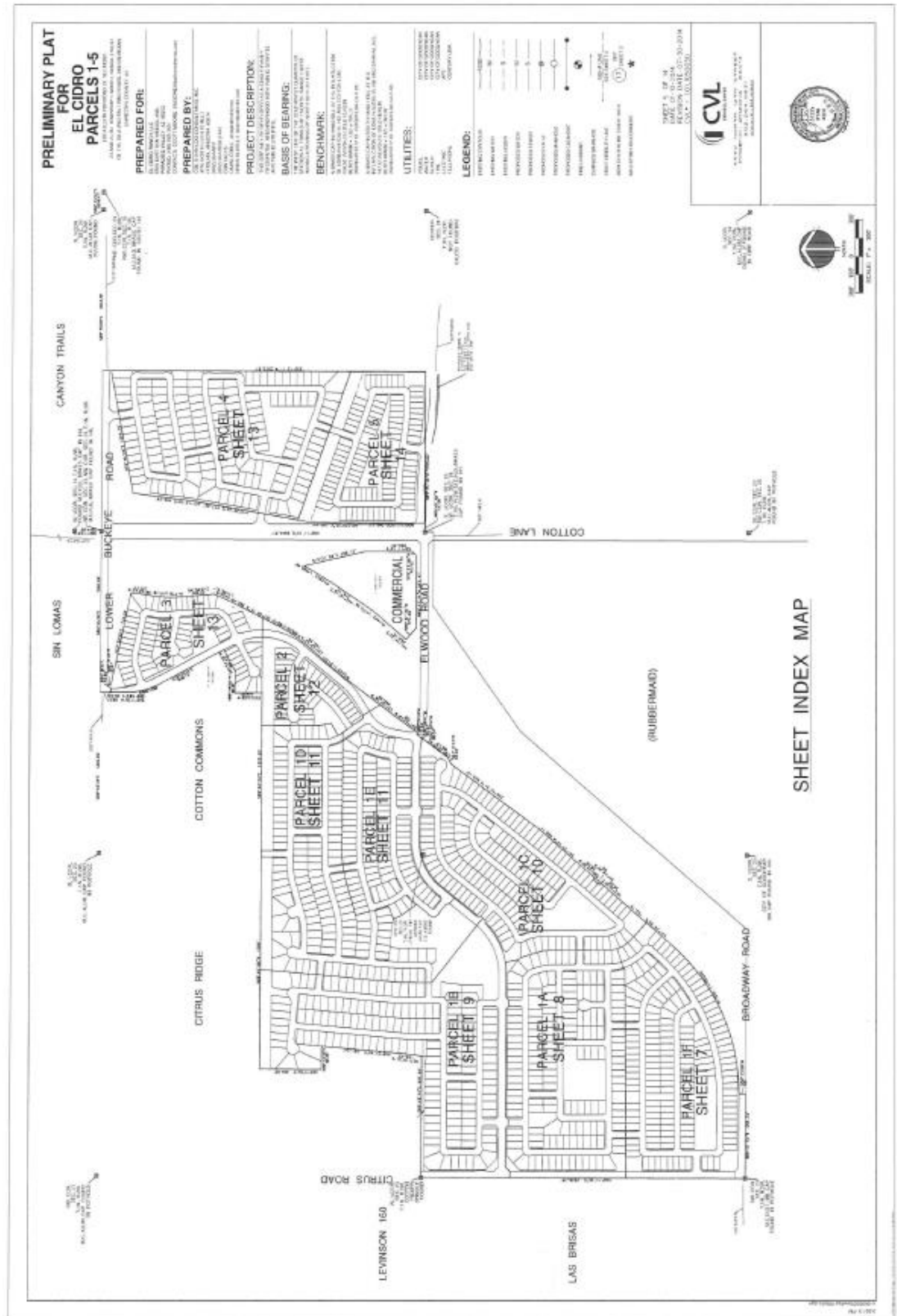








EXHIBIT C

Form of Easement for Retention Basin

When recorded mail to:
City of Goodyear
City Clerk/LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

TEMPORARY RETENTION BASIN EASEMENT

GRANTOR:

GRANTEE:

CITY OF GOODYEAR, ARIZONA, an
Arizona municipal corporation

EL CIDRO RANCH, LLC, an
Arizona limited liability company

For the consideration set forth in that certain Development Agreement Regarding Temporary Retention Basin, Water Campus Property and Well Site by and between the City of Goodyear, Arizona, an Arizona municipal corporation and El Cidro Ranch, LLC, an Arizona limited liability company, recorded in the official records of Maricopa County Recorder as Instrument No. _____ (the "DEVELOPMENT AGREEMENT"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation (Grantor) does hereby grant and convey to EL CIDRO RANCH, LLC, an Arizona limited liability company, ("GRANTEE"), a Temporary Retention Basin Easement (the "EASEMENT"). This EASEMENT shall be a temporary, non-exclusive easement over, upon, across and under the real property described in Exhibit 1 attached hereto and incorporated herein (the "BASIN AREA") to access the Basin Area to construct, operate, maintain, repair, modify, and remove a temporary retention basin for the temporary retention of the tail water generated by the farming operation on the property generally located on the north side of Lower Buckeye Road between Citrus Road and 173rd Avenue, currently known as La Jolla Vista.

GRANTEE and its successors and assigns shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described. GRANTOR reserves for itself, its successors and assigns the right to use the BASIN AREA and to grant other easements, licenses, leases, and/or rights-of-way over, under, upon and across the BASIN AREA for purposes that do not substantially impair GRANTEE'S easement rights conveyed herein and that do not interfere with or endanger the retention basin constructed within the BASIN AREA.

This EASEMENT is being granted pursuant to the terms of that certain Development Agreement Regarding Temporary Retention Basin by and between the City of Goodyear,

Arizona, an Arizona municipal corporation and El Cidro Ranch, LLC, an Arizona limited liability company, recorded in the official records of Maricopa County Recorder as Instrument No. _____ and the terms of that DEVELOPMENT AGREEMENT are intended to apply to this EASEMENT. GRANTOR and GRANTEE both acknowledge this EASEMENT shall be subject to and subordinate to the City's existing use of the Basin Area for a municipal well, including the planned relocation of said well to another location within the Basin Area and to all existing easements, rights of way, licenses, and matters of record, and the Development Agreement Regarding Temporary Retention Basin by and between the City of Goodyear, Arizona, an Arizona municipal corporation and El Cidro Ranch, LLC, an Arizona limited liability company, recorded in the official records of Maricopa County Recorder as Instrument No. _____. Further, GRANTEE and GRANTOR shall comply with all of the terms and conditions of the DEVELOPMENT AGREEMENT and any future amendments thereto.

This Temporary Retention Basin Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2017.

GRANTOR

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____

Brian Dalke

Its: City Manager

Date:

STATE OF ARIZONA

County of Maricopa

On this _____ day of _____, 2017, before me personally appeared Brian Dalke, the City Manager for the City of Goodyear, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

EL CIDRO RANCH, LLC,
an Arizona limited liability company

By: _____

Its: _____

Date: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared Michael P. Markman, the Manager of El Cidro Ranch, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she executed the same for the purposes therein contained.

[Affix notary seal here]

Notary Public

Exhibits on Following Pages

EXHIBIT D

Legal Description of Basin Area

LEGAL DESCRIPTION FOR
EL CIDRO - PARCEL 3
TEMPORARY TAILWATER RETENTION
AND ACCESSWAY EASEMENT

That part of the Northeast Quarter of Section 23, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Highway Department Brass Cap in hand hole marking the Northeast Corner of said Section 23, from which the Maricopa County Aluminum Cap in pothole marking the North Quarter Corner of said Section 23 bears North 89°45'34" West, a distance of 2,646.09 feet (Basis of Bearings);

Thence North 89°45'34" West, along the North line of the Northeast Quarter of said Section 23, a distance of 339.74 feet to a point on the Westerly line of that certain parcel of land described as Item No. FA034-13 in Notice of Lis Pendens recorded in Document No. 2011-0878710, Records of Maricopa County, Arizona;

Thence along said Westerly line the following courses:

Thence South 04°50'44" West, a distance of 59.59 feet;

Thence South 00°08'34" West, a distance of 5.60 feet to the True Point of Beginning;

Thence continuing South 00°08'34" West, a distance of 346.67 feet to a point on a 3,075.72 foot radius non-tangent curve, whose center bears North 76°40'34" West;

Thence Southwesterly, along said curve, through a central angle of 10°07'14", a distance of 543.29 feet to a point on the Westerly line of that certain parcel of land described in Document No. 2007-1356154, Records of Maricopa County, Arizona;

Thence along the Westerly and Southerly lines of last said certain parcel of land the following courses:

Thence North 04°36'21" West, departing the first said Westerly line, a distance of 295.33 feet to the beginning of a tangent curve of 778.00 foot radius, concave Easterly;

Thence Northerly, along said curve, through a central angle of 12°39'01", a distance of 171.77 feet;

Thence North 08°02'40" East, a distance of 217.77 feet;
Thence North 77°52'45" West, a distance of 749.81 feet;

N:\050050\ADMIN\G-LGP3DEMT-112216.docx

Page 1 of 2

4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928



Legal Description for
El Cidro – Parcel 3
Temporary Tailwater Retention
And Accessway Easement

Thence North 00°14'26" East, departing said Southerly line, a distance of 26.51 feet to a point on a line which is parallel with and 65.00 feet Southerly, as measured at right angles, from the North line of the Northeast Quarter of said Section 23;

Thence South 89°45'34" East, along said parallel line, a distance of 893.08 feet to the True Point of Beginning.

Containing 190,164 Square Feet or 4.366 Acres, more or less.

See attached exhibit drawing by reference made a part hereto.



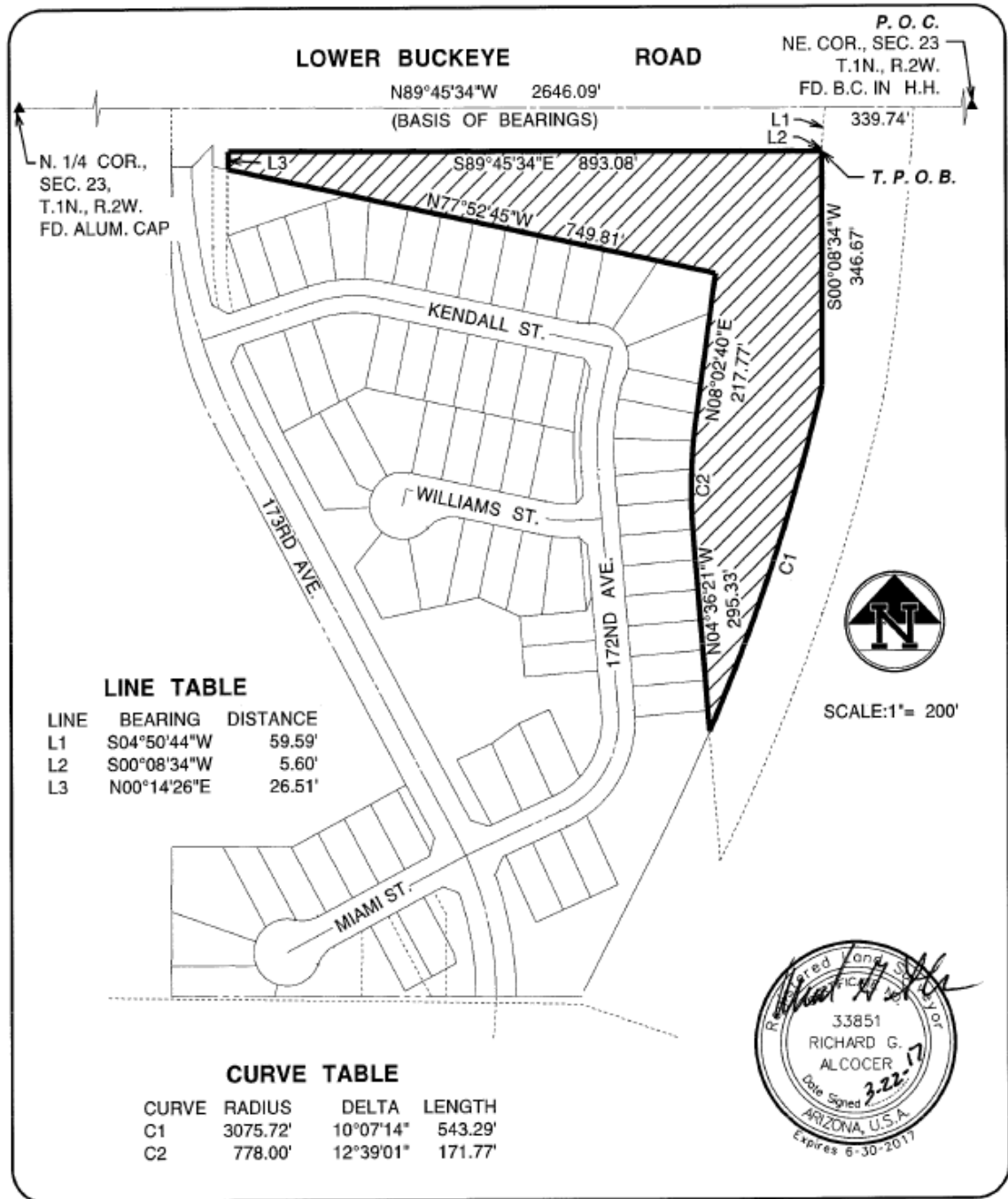


EXHIBIT N:\050050\LAND\PH\PC\3\EH\PC\3-DE.DGN 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	EL CIDRO PARCEL 3 - TEMPORARY TAILWATER RETENTION & ACCESSWAY EASEMENT <div style="text-align: center;">COE & VAN LOO</div> <div style="text-align: center;">PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE</div>	JOB NO 050050 SHEET 1 OF 1
---	---	-------------------------------------

C:\Wtm\TM050050\O_BDP3DE

***** EL CIDRO PARCEL 3 DRAINAGE EASEMENT

The date and time is
Wed Mar 22 13:46:26 2017
and you are logged into job [TM050050]

* FILENAME = CO-BDP3DE

BOUNDARY

S00-08-34W 346.668

RB = N76-40-34W
R = 3075.720
A = 543.289
C = 542.583
CB = S18-23-03W
D = 010-07-14
T = 272.353
RB = N66-33-20W

N04-36-21W 295.333

RB = N85-23-39E
R = 778.000
A = 171.773
C = 171.424
CB = N01-43-09E
D = 012-39-01
T = 86.237
RB = S81-57-20E

N08-02-40E 217.773

N77-52-45W 749.813

N00-14-26E 26.511

S89-45-34E 893.079

Closing course : S15-06-24W 0.001

Misclosure: One part in 2206097

North error = 0.001
East error = 0.000

Area = 190,165 4.366 AC

*** END OF RUN



EXHIBIT E
Phasing Plan

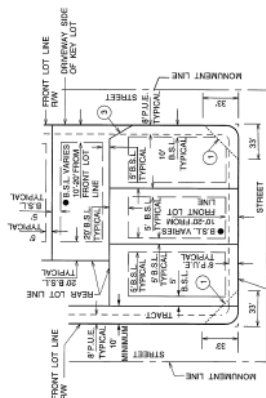
EXHIBIT F

Final Plat Parcel 1 Phase 3

NO.	HEAD LIFT	ASAC	COLLA	FLUENT	CHIEF	CHIEF-HEARING
1	44.0	136.41	136.41	86.74	196.5	196.5
2	44.0	136.41	136.41	86.74	196.5	196.5
3	44.0	136.41	136.41	86.74	196.5	196.5
4	44.0	136.41	136.41	86.74	196.5	196.5
5	44.0	136.41	136.41	86.74	196.5	196.5
6	44.0	136.41	136.41	86.74	196.5	196.5
7	44.0	136.41	136.41	86.74	196.5	196.5
8	44.0	136.41	136.41	86.74	196.5	196.5
9	44.0	136.41	136.41	86.74	196.5	196.5
10	44.0	136.41	136.41	86.74	196.5	196.5
11	44.0	136.41	136.41	86.74	196.5	196.5
12	44.0	136.41	136.41	86.74	196.5	196.5
13	44.0	136.41	136.41	86.74	196.5	196.5
14	44.0	136.41	136.41	86.74	196.5	196.5
15	44.0	136.41	136.41	86.74	196.5	196.5
16	44.0	136.41	136.41	86.74	196.5	196.5
17	44.0	136.41	136.41	86.74	196.5	196.5
18	44.0	136.41	136.41	86.74	196.5	196.5
19	44.0	136.41	136.41	86.74	196.5	196.5
20	44.0	136.41	136.41	86.74	196.5	196.5
21	44.0	136.41	136.41	86.74	196.5	196.5
22	44.0	136.41	136.41	86.74	196.5	196.5
23	44.0	136.41	136.41	86.74	196.5	196.5
24	44.0	136.41	136.41	86.74	196.5	196.5
25	44.0	136.41	136.41	86.74	196.5	196.5
26	44.0	136.41	136.41	86.74	196.5	196.5
27	44.0	136.41	136.41	86.74	196.5	196.5
28	44.0	136.41	136.41	86.74	196.5	196.5
29	44.0	136.41	136.41	86.74	196.5	196.5
30	44.0	136.41	136.41	86.74	196.5	196.5
31	44.0	136.41	136.41	86.74	196.5	196.5
32	44.0	136.41	136.41	86.74	196.5	196.5
33	44.0	136.41	136.41	86.74	196.5	196.5
34	44.0	136.41	136.41	86.74	196.5	196.5
35	44.0	136.41	136.41	86.74	196.5	196.5
36	44.0	136.41	136.41	86.74	196.5	196.5
37	44.0	136.41	136.41	86.74	196.5	196.5
38	44.0	136.41	136.41	86.74	196.5	196.5
39	44.0	136.41	136.41	86.74	196.5	196.5
40	44.0	136.41	136.41	86.74	196.5	196.5
41	44.0	136.41	136.41	86.74	196.5	196.5
42	44.0	136.41	136.41	86.74	196.5	196.5
43	44.0	136.41	136.41	86.74	196.5	196.5
44	44.0	136.41	136.41	86.74	196.5	196.5
45	44.0	136.41	136.41	86.74	196.5	196.5
46	44.0	136.41	136.41	86.74	196.5	196.5
47	44.0	136.41	136.41	86.74	196.5	196.5
48	44.0	136.41	136.41	86.74	196.5	196.5
49	44.0	136.41	136.41	86.74	196.5	196.5
50	44.0	136.41	136.41	86.74	196.5	196.5
51	44.0	136.41	136.41	86.74	196.5	196.5
52	44.0	136.41	136.41	86.74	196.5	196.5
53	44.0	136.41	136.41	86.74	196.5	196.5
54	44.0	136.41	136.41	86.74	196.5	196.5
55	44.0	136.41	136.41	86.74	196.5	196.5</

[illegible]

TRACT	TRACT TABLE DESCRIPTION	AREAS AFFECTED	MAINTENANCE RESPONSIBILITY
TRACT A	LANDSCAPE DRAINAGE RETENTION, FORMAL WATER LINE, EASEMENT & PUBLIC UTILITY EASEMENT	0.075	HOMEOWNERS ASSOCIATION
TRACT B	LANDSCAPE DRAINAGE RETENTION, INTERCEPTOR, TANKAGE, OVERFLOW, ESEMENT, WATER LINE, EASEMENT & PUBLIC UTILITY EASEMENT	1.041	HOMEOWNERS ASSOCIATION
TRACT C	LANDSCAPE DRAINAGE RETENTION, FORMAL WATER LINE, EASEMENT & PUBLIC UTILITY EASEMENT	1.560	HOMEOWNERS ASSOCIATION
TRACT D	LANDSCAPE DRAINAGE EASEMENT & PUBLIC UTILITY EASEMENT	0.031	HOMEOWNERS ASSOCIATION
TRACT E	LANDSCAPE DRAINAGE EASEMENT & PUBLIC UTILITY EASEMENT	0.044	HOMEOWNERS ASSOCIATION
TRACT F	LANDSCAPE DRAINAGE EASEMENT & PUBLIC UTILITY EASEMENT	2.048	PROPERTY OWNER
TRACT G	LANDSCAPE DRAINAGE EASEMENT & PUBLIC UTILITY EASEMENT	2.666	PROPERTY OWNER
TOTAL			

[illegible]

COUNTY RECORDER



SEE SHEET 2 FOR SHEET INDEX MAP SECTION, CORNERS, LEGAL DESCRIPTION LEGEND.	DATE: MARCH 22, 2017 JOB: # 065050 01.02.24612	SHEET 5 OF 5
	 CVL CONSULTANTS	COE & VAN LOO CONSULTANTS, INC. 4050 N. 15TH STREET PHOENIX ARIZONA 85016 (602) 264-6631 WWW.CVL.COM
		EL CIDRO PHASE 1 PARCEL 3

EXHIBIT G
Special Warranty Deed – Water Campus Property

When recorded Mail to:

City of Goodyear
City Clerk
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**SPECIAL WARRANTY DEED
(Water Campus Extension)**

GRANTOR:

GRANTEE:

**EL CIDRO RANCH, LLC, an
Arizona limited liability company**

**CITY OF GOODYEAR, ARIZONA, an
Arizona Municipal Corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **EL CIDRO RANCH, LLC, an Arizona limited liability company**, (“Grantor”) does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, (“Grantee”), its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "1" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO, reservations in patents, easements, rights-of-way, covenants, conditions, restrictions, as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2017.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
EL CIDRO RANCH, LLC,
an Arizona limited liability company

By: _____
Michael P. Markman
Manager

Date: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared Michael P. Markman, the Manager of El Cidro Ranch, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she executed the same for the purposes therein contained.

[Affix notary seal here]

Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the ____ day of _____, 2017.

By:_____

Its:_____

Date:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Exclusive Water Line Easement) was acknowledged before me this _____ day of _____, 2017 by _____ as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibits on Following Pages

EXHIBIT H
Escrow Instructions

ESCROW AND RECORDING INSTRUCTIONS

DATE:	April ____ 2017
TITLE COMPANY:	First American Title Insurance Company Attn: Carol Peterson and Alix Graham 2425 East Camelback Road, Suite 300 Phoenix, Arizona 85016 cpeterson@firstam.com agraham@firstam.com 602-567-8101
SELLER:	El Cidro Ranch LLC Attn: Michael Markman 200 Witmer Road, Suite 200 Horsham, PA 19044 El Cidro Ranch LLC Attn: Scott Moore 5506 East San Miguel Ave. Paradise Valley, AZ. 85253
BUYER:	City of Goodyear, an Arizona municipal corporation ("City") Attn: Linda R. Beals P.O. Box 5100 Goodyear, AZ 85338 Linda.Beals@goodyearaz.gov 623-882-7920
ESCROW NUMBER:	

Buyer and Seller engage Title Company to act as their escrow agent and title insurer in connection with the sale and purchase of the Water Campus Property as described in the Escrow and Recording Instructions (the "**Escrow Instructions**") and that certain Development Agreement Regarding Temporary Retention Basin, Water Campus Property and Well Site, recorded as instrument _____ of official records (the "**Development Agreement**"). Title Company is instructed to proceed in strict accordance with these Escrow Instructions. Upon receipt of these Instructions, indicate your receipt and acceptance hereof in the spaces provided and return one duplicate original to each of the undersigned at the addresses provided above.

For convenience, these Escrow and Recording Instructions are hereinafter referred to as the "Instructions," and Title Company is hereinafter referred to as either "**You**" or the "**Escrow Agent**."

The Escrow shall be deemed opened with a fully executed copy of the Development Agreement and an original and two duplicate sets of the Escrow Instructions have been

fully executed by the City, the Owner and the title company and all have been delivered to the Escrow Agent (the “**Opening of Escrow**”).

1. Seller shall sell and the City shall purchase, subject to the terms set forth herein and in the Development Agreement, the real property described in Exhibit 1 attached hereto and made a part hereof (the “Water Campus Property”):

a. Purchase Price. The purchase price for the Water Campus Property is \$346,912.17.

b. Marketable Title. Owner agrees to convey by Special Warranty Deed, in the form attached hereto as Exhibit J, the Property free and clear of all recorded liens, charges, reservations, encumbrances, and restrictions of any kind or character, except the Permitted Exceptions and except for claims, if any, of third parties based on adverse possession or prescriptive uses, of which Owner has no knowledge. The Permitted Exceptions referred to herein are limited to the following:

(i) Those matters listed in the Title Commitment that appear as exceptions to title and that are not objected to by City; and

(ii) Such acts or defects resulting from acts of City or City's agent; and

(iii) The exceptions normally contained in an Owner's Policy of Title Insurance.

c. Engineering Fees. Buyer shall pay Seller the engineering fees buyer incurred in revising the plat to convert the Water Campus Property into a tract, which amount shall be established by documentation submitted to the City and approved by the City Engineer prior to closing. The amount of the fees shall not exceed \$7,500.

d. Real Estate Taxes. Real estate taxes shall be apportioned between Seller and Buyer based on the proportion the Property being acquired represents to the parcel prior to this sale. The calculation of the real estate taxes shall be made as of midnight preceding the Closing and shall be based on the tax assessment and rate for the fiscal year for which assessed, except that, if the Closing occurs before the tax assessment and rates are fixed, the calculation shall be made as of midnight preceding the Closing and shall be based on the tax assessment and rate for the prior year.

e. Personal Property Taxes. No later than the Closing, Seller shall have paid all personal property taxes, if any levied or assessed with respect to the Property covered by any personal property tax return filed or required to be filed by or on behalf of Seller prior to the Closing.

f. Closing Costs. Except as otherwise provided in the Escrow Instructions, Owner and City shall split all other closing costs on an equal basis, which consist of:

- i. Your standard fees, in any, for acting in compliance with these instructions;
- ii. Maricopa County Recorder Office's recordation costs; and
- iii. The cost of a standard owner's policy.

2. Feasibility Period. Unless otherwise requested by Buyer and agreed to by Seller, Buyer shall have up to sixty (60) days from the Opening of Escrow to satisfy itself as to the suitability of the Property for the Buyer's intended use ("Feasibility Period"). The Feasibility Period shall end at the earlier of the following: (i) the date the City provides written notice to the Seller and Escrow Agent that it has completed its review and is ready to close; and (ii) sixty (60) days from the Opening of Escrow.

3. Due Diligence Documentation. The following documentation shall be provided for review during the Feasibility Period as described above:

a. From Seller: Within five (5) business days from the Opening of Escrow, Seller shall provide to Buyer, without warranty, any of the following in Seller's files:

- i. Copies of existing ALTA Surveys, copies of existing site plans, and all existing environmental reports that include the Property; and
- ii. A complete list of and copies of any existing contracts pertaining to the Property, including existing lease documents and estoppel certificates.

b. From Escrow Agent. Within five (5) business days of the Opening of Escrow, Escrow Agent shall deliver to Buyer:

i. Title Commitment. A preliminary title report ("Title Commitment") issued by a title insurer acceptable to Buyer (the "Title Company") for an Owner's Policy of Title Insurance in the amount of the Purchase Price, together with legible copies of all documents referred to therein. Escrow Agent shall give notice to Buyer and Seller of the date on which Escrow Agent delivers the Title Commitment to Buyer.

4. Feasibility Review

a. Title Commitment Review. Within ten (10) business days following receipt of the Title Commitment, Buyer shall give Seller and Escrow Agent notice of any objections Buyer has to the condition of title to the Property as shown in the Title Commitment. In the event Buyer does not timely tender such written notice, Buyer shall be deemed to have approved of the condition of title and the Title Commitment. If Buyer timely gives such notice, Seller shall have five (5) business days following the Seller's receipt of such notice to give Buyer and Escrow Agent notice of Seller's election

to cure the item(s) objected to by the Buyer. If Seller does not give such notice with respect to the objectionable item(s), Seller shall be deemed to be unwilling or unable to cure such objectionable item(s), and Buyer shall, within five (5) business days thereafter either waive such objection(s) and proceed to the Closing or terminate this Escrow by disapproving the Title Commitment. If Seller gives notice of Seller's intent to cure such objectionable item(s) and fails to do so within a timely manner as determined by Buyer in Buyer's sole discretion, Buyer shall notify Seller and Escrow Agent in writing that Buyer waives such objectionable item(s) and proceed to the Closing or terminate this Escrow by disapproving the Title Commitment.

b. Amended Title Commitment. In the event that the Title Commitment is subsequently amended ("Amended Title Commitment"), Escrow Agent shall deliver to Buyer and Seller the Amended Title Commitment, together with legible copies of any documents or instruments referred to therein. Escrow Agent shall give notice to Buyer and Seller of the date on which Escrow Agent delivers the Amended Title Commitment to Buyer. Within five (5) business days following receipt of the Amended Title Commitment, Buyer shall give Seller and Escrow Agent notice of any objections Buyer has to any new conditions of title to the Property as shown in the Amended Title Commitment that are not a result of Buyer's activities. If Buyer timely gives such notice, Seller shall have five (5) business days following the Seller's receipt of such notice to give Buyer and Escrow Agent notice of Seller's election to cure the item(s) objected to by the Buyer. If Seller does not give such notice with respect to the objectionable item(s), Seller shall be deemed to be unwilling or unable to cure such objectionable item(s), and Buyer shall, within five (5) business days thereafter either waive such objection(s) and proceed to the Closing or terminate this Escrow by disapproving the Amended Title Commitment. If Seller gives notice of Seller's intent to cure such objectionable item(s) and fails to do so within a timely manner as determined by Buyer in Buyer's sole discretion, Buyer shall notify Seller and Escrow Agent in writing that Buyer waives such objectionable item(s) and proceed to the Closing or terminate this Escrow by disapproving the Amended Title Commitment.

c. Inspection. Buyer shall be entitled to have sixty (60) days from the Opening of Escrow to: inspect the Property; conduct engineering and/or environmental studies (either personally or through its agents), including the review thereof; and otherwise determine the feasibility of developing the Property for its intended purpose, including the economic feasibility related to the cost of removing existing improvements and/or personal property, if any. Seller agrees to permit Buyer or Buyer's designated agent to enter the Property to perform any tests or studies, the costs of same to be paid by Buyer.

5. Termination. If Buyer discovers any conditions to which it objects, Buyer shall, prior to the end of the sixty (60) day Feasibility Period provide Seller written notice of the termination of this Escrow.

6. Other Grounds for Termination.

a. Buyer's obligation to Close is conditioned upon Escrow Agent's irrevocable commitment to issue (and to issue promptly upon the Closing) Title Company's Owner's Policy of Title Insurance (the "Title Policy") in the name of Buyer and in a form acceptable to Buyer. If the Title Company is unwilling or unable to commit to issue a Title Policy in a form acceptable to Buyer on or before the Closing Date, then this Escrow shall terminate and be of no further force and effect without liability of either Party to the other except as to the terms of this Escrow that expressly survive the termination of the Escrow.

b. Buyer's obligation to Close is conditioned upon correctness of the representations and warranties contained in Section 5(h) and all subsections therein of that certain Development Agreement Regarding Temporary Retention Basin, Water Campus Property and Well Site, recorded as instrument _____ of official records. If Buyer discovers, on or before the Closing Date, that any or all of such representations are not accurate, then Buyer shall be entitled to terminate this Escrow by providing written notice to the parties and this Escrow shall terminate and be of no further force and effect without liability of either Party to the other except as to the terms of this Escrow that expressly survive the termination of the Escrow.

c. Seller's obligation to Close is conditioned upon correctness of the representations and warranties contained in Section 5(i) and all subsections therein of that certain Development Agreement Regarding Temporary Retention Basin, Water Campus Property and Well Site, recorded as instrument _____ of official records. If Seller discovers, on or before the Closing Date, that any or all of such representations are not accurate, then Seller shall be entitled to terminate this Escrow by providing written notice to the parties and this Escrow shall terminate and be of no further force and effect without liability of either Party to the other except as to the terms of this Escrow that expressly survive the termination of the Escrow.

7. Closing. Unless otherwise agreed by Buyer and Seller, the Closing shall occur on the date that is thirty (30) days from the end of the Feasibility Period. As used in the Escrow, the terms "Closing" or "Close of Escrow" shall refer to the date on which the Special Warranty Deed conveying the Property to Buyer is recorded through Escrow in the Official Records of Maricopa County, Arizona.

8. Deliveries. Prior to the Closing, Buyer and Seller shall deliver or cause to be delivered ("deliver") to You originals or counterparts of the following documents ("Documents"), unless otherwise noted, in order for you to accomplish the distribution set forth herein:

a. Seller shall deliver the Special Warranty Deed executed by El Cidro conveying to the City the Water Campus Property;

b. Buyer shall deliver the acceptance of the Special Warranty Deed executed by El Cidro conveying to the City the Water Campus Property executed by the City;

c. Buyer and Seller shall each deliver executed settlement statements provided by You;

d. Seller shall deliver Releases of all liens or mortgages, if any, on the Water Campus Property being conveyed;

e. Seller shall deliver documentation demonstrating to Your satisfaction that Seller has paid Seller's pro-rated share of the real property taxes and all personal property taxes as set forth in Sections 1(d) and (e) herein. If said documentation is not provided, You shall offset the purchase price to be paid Seller by the amount of said taxes and remit same to the Maricopa County Assessor;

f. Buyer shall deliver a copy of the Resolution adopted by the Goodyear City Council approving the Development Agreement, which authorizes the purchase of the Water Campus Property; and

g. Buyer shall deliver the **Settlement Proceeds** identified in the Settlement Statement provided by You, which shall include the Purchase Price, the Engineering Fees, the City's pro-rated share of Real Property Taxes, and the City's share of the Closing Costs.

9. Recordation and Distribution. If the conditions specified herein have been satisfied by the Closing Date You are hereby authorized and directed to issue the title insurance policy referred to herein and to record, file and distribute the Documents and City funds as follows:

a. You are to issue the title insurance policy to the Buyer in the amount of \$346,912.17; and

b. Deliver and record or cause to be delivered and recorded with the County Recorder of Maricopa County, State of Arizona the original Special Warranty Deed conveying the Water Campus Property to the Buyer; and

c. Distribute to Seller the Settlement Proceeds the City deposited with You, less Buyer's half of the closing costs, less any offsets for the pro-rated share of the real property taxes owed by Seller and less any offsets for the personal property taxes owed by Seller; and

d. Provide final closing statements to Seller and the Buyer.

10. General Terms. These Instructions may be modified only by a written instrument signed by the parties. These Instructions benefit and bind the parties and their

successors and assigns. Any party prevailing in a legal action to enforce these Instructions is entitled to attorneys' fees and court costs. The invalidity or unenforceability of any provision of these Instructions does not affect the remainder of these Instructions. The parties agree to execute such further documents as may reasonably be required to carry out the purposes of these Instructions. These Instructions are governed by Arizona law.

11. Notices. Any notice, election or communication to be given to any Party or the Escrow Agent under the terms of this Escrow shall be in writing and delivered in person or deposited, certified or registered, in the United States mail, postage prepaid, addressed as set forth above or to such address as either Party may hereafter designate by written notice hereunder. Such notices shall be effective on the earlier of (i) the date when received by such Party if delivered via hand delivery if received prior to 5:00 p.m., Mountain Standard Time or (ii) the next day if delivered via hand delivery and received after 5:00 p.m. MST, or (iii) 48 hours after the date if sent by registered or certified mail, postage and fees prepaid and addressed as follows.

12. Counterparts. The Escrow Instructions 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 the Escrow Instructions may be executed and delivered by electronic transmission. A manually signed copy of the Escrow Instructions 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 the Escrow Instructions.

13. Title Company Agreement. Your recordation of the Document(s) shall be deemed an agreement by First American Title Insurance Company to act in accordance with these Instructions. However, for our records, we ask that you complete the escrow number of this transaction in the blank indicated above, execute a copy of these Instructions and provide a copy to Buyer and Seller.

CITY:

CITY OF GOODYEAR, an Arizona
municipal corporation

By: _____

Brian Dalke
City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2017, before me personally appeared Brian Dalke, the City Manager for the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

EL CIDRO:

EL CIDRO RANCH, LLC, an Arizona
limited liability company

By: _____

Michael Markman
Manager

Date: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared Michael P. Markman, the Manager of EL CIDRO RANCH, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she executed the same for the purposes therein contained.

[Affix notary seal here]

Notary Public

APPROVAL BY ESCROW AGENT

Escrow Agent acknowledges receipt of the foregoing Escrow and Recording Instructions and agrees to act in accordance therewith.

First American Title Insurance Company

By _____
Escrow Officer

Exhibit "A"

Legal Description of Well Site Property

EXHIBIT I
Water Line Easement

When recorded Mail to:

City of Goodyear
City Clerk/lrb
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

EXCLUSIVE WATER LINE EASEMENT

GRANTOR:

GRANTEE:

**EL CIDRO RANCH, LLC, an Arizona
limited liability company**

**CITY OF GOODYEAR, ARIZONA, an
Arizona Municipal Corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **EL CIDRO RANCH, LLC, an Arizona limited liability company**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors and assigns (collectively "GRANTEE") a perpetual Exclusive Water Line Easement. The Exclusive Water Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground water lines under and across the real property described in Exhibit "1," attached hereto and incorporated herein (the "Easement Area"), together with the right of access to the easement and for the Easement Area for these purposes.

The GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described. GRANTOR reserves for itself, its successors and assigns the right to use the real property described in Exhibit "1" for purposes that are not inconsistent with the City's easement rights conveyed herein and that do not interfere with or endanger any of the City's improvements constructed within, on, across, over or under the real property described in Exhibit "1". GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the real property described in Exhibit "1".

GRANTEE shall be and remain responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of any water line facilities constructed by GRANTEE.

GRANTEE shall be responsible for the operation of any water line facilities constructed by GRANTEE.

GRANTEE shall indemnify, defend and hold GRANTOR harmless for, from and against any and all claims, lawsuits, losses, liability or expenses, including without limitation reasonable

attorney's fees, arising out of the negligent exercise of the rights granted herein by GRANTEE, its invitees, licensees, agents, employees, and/or successors and assigns.

This Water Line Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2017.

GRANTOR:
EL CIDRO RANCH, LLC,
an Arizona limited liability company

By: _____
Michael P. Markman
Manager

Date: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared Michael P. Markman, the Manager of El Cidro Ranch, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she executed the same for the purposes therein contained.

[Affix notary seal here]

Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the
____ day of _____, 2017.

By: _____

Its: _____

Date: _____

State of Arizona)

)ss.

County of Maricopa)

The foregoing instrument (Exclusive Water Line Easement) was acknowledged before me
this _____ day of _____, 2017
by _____ as _____ of the CITY OF
GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibits on Following Pages

EXHIBIT J
Legal Description Water Line

March 21, 2017

LEGAL DESCRIPTION FOR
EL CIDRO
PARCEL 3 WATER LINE EASEMENT

That part of the Northeast Quarter of Section 23, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Highway Department Brass Cap in hand hole marking the Northeast Corner of said Section 23, from which the Maricopa County Aluminum Cap in pothole marking the North Quarter Corner of said Section 23 bears North 89°45'34" West, a distance of 2,646.09 feet;

Thence North 89°45'34" West, along the North line of the Northeast Quarter of said Section 23, a distance of 1,323.05 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 23;

Thence South 00°11'58" West, along the West line of the Northeast Quarter of the Northeast Quarter of said Section 23, a distance of 88.01 feet to a point on the Southerly line of that certain parcel of land described in Document No. 2007-1356154, Records of Maricopa County, Arizona;

Thence along said Southerly line the following courses:

Thence South 89°48'02" East, a distance of 30.42 feet;

Thence North 44°19'51" East, a distance of 45.92 feet;

Thence South 00°14'26" West, a distance of 31.67 feet to the True Point of Beginning;

Thence South 77°52'45" East, a distance of 20.44 feet;

Thence South 00°14'26" West, departing said Southerly line, a distance of 115.78 feet to the beginning of a tangent curve of 450.00 foot radius, concave Northeasterly;

Thence Southeasterly, along said curve, through a central angle of 17°11'40", a distance of 135.05 feet to a point on a 845.00 foot radius non-tangent curve, whose center bears North 70°56'15" East;

Thence Southeasterly, along said curve, through a central angle of 09°01'30", a distance of 133.10 feet;

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Page 1 of 2

Legal Description for
El Cidro
Parcel 3 Water Line Easement
March 21, 2017

Thence South $28^{\circ}05'14''$ East, a distance of 103.27 feet to a point on the Northerly line of that certain Water Line Easement described in Document No. 91-008610, Records of Maricopa County, Arizona;

Thence South $61^{\circ}54'41''$ West, along said Northerly line, a distance of 17.00 feet;

Thence North $28^{\circ}05'14''$ West, a distance of 103.27 feet to the beginning of a tangent curve of 862.00 foot radius, concave Northeasterly;

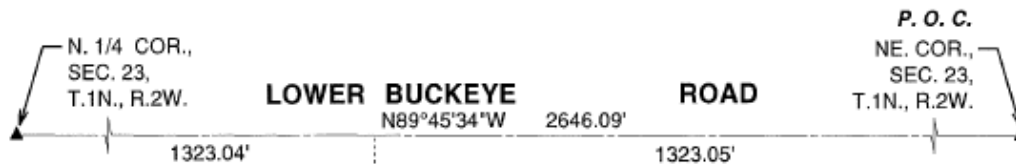
Thence Northwesterly, along said curve, through a central angle of $12^{\circ}21'56''$, a distance of 186.04 feet to a point on a 470.00 foot radius non-tangent curve, whose center bears North $79^{\circ}06'25''$ East;

Thence Northwesterly, along said curve, through a central angle of $11^{\circ}08'01''$, a distance of 91.33 feet;

Thence North $00^{\circ}14'26''$ East, a distance of 119.99 feet to the True Point of Beginning.

Containing 0.208 Acres, more or less.





SCALE: 1" = 100'

DOC. #2007-1356154

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°11'58"W	88.01'
L2	S89°48'02"E	30.42'
L3	N44°19'51"E	45.92'
L4	S00°14'26"W	31.67'
L5	S77°52'45"E	20.44'
L6	S00°14'26"W	115.78'
L7	S28°05'14"E	103.27'
L8	S61°54'41"W	17.00'
L9	N28°05'14"W	103.27'
L10	N00°14'26"E	119.99'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	450.00'	17°11'40"	135.05'
C2	845.00'	09°01'30"	133.10'
C3	862.00'	12°21'56"	186.04'
C4	470.00'	11°08'01"	91.33'



EXHIBIT N:\050050\LAND\EH-P3\WEMT.DGN	EL CIDRO - PARCEL 3 WATER LINE EASEMENT	JOB NO 050050
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	COE & VAN LOO PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE	SHEET 1 OF 1

EXHIBIT K
Change of Well Information



Arizona Department of Water Resources
Water Management Division
P.O. Box 36020 Phoenix, Arizona 85067-6020
(602) 771-8527 • www.azwater.gov

Request to Change Well Information

- ❖ Review instructions prior to completing form in black or blue ink.
 - ❖ You must include with your Notice:
 - check or money order for any required fee(s)
 - ❖ Authority for fee: A.R.S. § 45-113 and A.A.C. R12-15-104
- ** PLEASE PRINT CLEARLY ****

FILE NUMBER

WELL REGISTRATION NUMBER

55 - 617289

SECTION 1. REGISTRY INFORMATION

Well Owner		Location of Well			
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL		WELL LOCATION ADDRESS (IF ANY)			
El Cidro Ranch LLC					
MAILING ADDRESS		TOWNSHIP (N/S)	RANGE (E/W)	SECTION	160 ACRE
200 Witmer Rd. Suite 200		1N	2W	SW	SW ¼
CITY / STATE / ZIP CODE		40 ACRE			
Horsham, PA 19044		NE ¼			
CONTACT PERSON NAME AND TITLE		10 ACRE			
		NE ¼			
TELEPHONE NUMBER		LATITUDE			
FAX		LONGITUDE			
		Degrees Minutes Seconds			
		Degrees Minutes Seconds			
		METHOD OF SURVEY: <input type="checkbox"/> USGS Quad Map <input type="checkbox"/> Conventional Survey <input type="checkbox"/> GPS: Hand-Field			
		<input type="checkbox"/> GPS: Survey-Grade			
		IF GPS WAS USED, GEOGRAPHIC COORDINATE SYSTEM (CHECK ONE)			
		<input type="checkbox"/> NAD-83 <input type="checkbox"/> Other (please specify):			
		COUNTY ASSESSOR'S PARCEL ID NUMBER			
		BOOK	MAP	PARCEL	COUNTY WHERE WELL IS LOCATED
		502	43	023M	Maricopa

Type of Request (CHECK ONE)

- ☐ Change of Well Drilling Contractor (Fill out Section 2) ☒ Change of Well Ownership (Fill out Section 3) ☐ Change of Well Information (location, use, etc.) (Fill out Section 4)

SECTION 2. REQUEST TO CHANGE WELL DRILLING CONTRACTOR

FEE \$120 per Well

♦ If drilling or abandoning a well, the Department must receive this request and issue authorization to the new drilling firm prior to the commencement of well drilling or abandonment.

Current Well Drilling Contractor		New Well Drilling Contractor	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL	
DWR LICENSE NUMBER		DWR LICENSE NUMBER	ROC LICENSE CATEGORY
TELEPHONE NUMBER		TELEPHONE NUMBER	FAX
FAX			

SECTION 3. STATEMENT OF CHANGE OF WELL OWNERSHIP

FEE \$30 per Well

♦

Previous Well Owner		New Well Owner	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL	
James and Ida Tucker		City of Goodyear	
MAILING ADDRESS		MAILING ADDRESS	
PO Box 123		190 N. Litchfield Road	
CITY / STATE / ZIP CODE		CITY / STATE / ZIP CODE	
Goodyear, AZ 85338		Goodyear, AZ 85338	
CONTACT PERSON NAME AND TITLE		CONTACT PERSON NAME AND TITLE	
James Tucker		Barbara Chappell, Utilities Operations Manager	
TELEPHONE NUMBER		TELEPHONE NUMBER	FAX
FAX		623-882-7062	

SECTION 4. CHANGE OF WELL INFORMATION (No Fee Required)

NOTE: Applies only to wells that have already been drilled. For proposed wells, an amended Notice of Intent to Drill a Well must be filed.

EXPLAIN

SECTION 5. OPTIONAL BY PROPERTY OWNER AND WELL OWNER ONLY

- ☒ By checking this box, I hereby provide ADWR permission to enter the property for the purpose of taking water level measurements at this well. (See instructions.)

SECTION 6. WELL OWNER SIGNATURE

I HEREBY CERTIFY that the above statements are true to the best of my knowledge and belief.

TYPE OR PRINT NAME AND TITLE

SIGNATURE OF WELL OWNER

DATE

Exhibit L
Special Warranty Deed Replacement Well

When recorded Mail to:

City of Goodyear
City Clerk
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**SPECIAL WARRANTY DEED
(Replacement Well Site)**

GRANTOR:

**EL CIDRO RANCH, LLC, an
Arizona limited liability company**

GRANTEE:

**CITY OF GOODYEAR, ARIZONA, an
Arizona Municipal Corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **EL CIDRO RANCH, LLC, an Arizona limited liability company**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, ("Grantee"), its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "1" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO, reservations in patents, easements, rights-of-way, covenants, conditions, restrictions, as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2017.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

EL CIDRO RANCH, LLC,
an Arizona limited liability company

By: _____

Michael P. Markman
Manager

Date: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared Michael P. Markman, the Manager of El Cidro Ranch, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she executed the same for the purposes therein contained.

[Affix notary seal here]

Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the
____ day of _____, 2017.

By: _____

Its: _____

Date: _____

State of Arizona)
)ss.

County of Maricopa)

The foregoing instrument (Exclusive Water Line Easement) was acknowledged before me
this _____ day of _____, 2017
by _____ as _____ of the CITY OF
GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibits on Following Pages

EXHIBIT M
Temporary Access Easement – Replacement Well Site

When recorded mail to:
City of Goodyear
City Clerk/LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

TEMPORARY ACCESS EASEMENT TO REPLACEMENT WELL SITE

GRANTOR:

EL CIDRO RANCH, LLC, an
Arizona limited liability company

GRANTEE:

CITY OF GOODYEAR, ARIZONA, an
Arizona municipal corporation

For the consideration set forth in that certain Development Agreement Regarding Temporary Retention Basin, Water Campus Property and Well Site by and between the City of Goodyear, Arizona, an Arizona municipal corporation and El Cidro Ranch, LLC, an Arizona limited liability company, recorded in the official records of Maricopa County Recorder as Instrument No. _____ (the "DEVELOPMENT AGREEMENT"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the EL CIDRO RANCH, LLC, an Arizona limited liability company (Grantor) does hereby grant and convey to, CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation ("GRANTEE"), a Temporary Access Easement To Replacement Well Site (the "EASEMENT"). This EASEMENT shall be a temporary, non-exclusive easement over, upon and across the real property described in Exhibit 1 attached hereto and incorporated herein (the "ACCESS AREA") as reasonably needed to access and to construct, operate, maintain, repair, modify a Replacement Well Site within the area granted to GRANTEE in that certain document titled Special Warranty Deed (Replacement Well Site).

GRANTEE and its successors and assigns shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described. GRANTOR reserves for itself, its successors and assigns the right to use the ACCESS AREA and to grant other easements, licenses, leases, and/or rights-of-way over, under, upon and across the ACCESS AREA for purposes that do not substantially impair GRANTEE'S easement rights conveyed herein and that do not interfere with or endanger the retention basin constructed within the ACCESS AREA.

This EASEMENT is being granted pursuant to the terms of that certain Development Agreement Regarding Temporary Retention Basin, Water Campus Property and Well Site by and between the City of Goodyear, Arizona, an Arizona municipal corporation and El Cidro Ranch, LLC, an Arizona limited liability company, recorded in the official records of Maricopa County Recorder as Instrument No. _____ and the terms of that DEVELOPMENT AGREEMENT

are intended to apply to this EASEMENT. GRANTOR and GRANTEE both acknowledge this EASEMENT shall be subject to and subordinate to all existing easements, rights of way, licenses, and matters of record, and the Development Agreement Regarding Temporary Retention Basin, Water Campus Property and Well Site by and between the City of Goodyear, Arizona, an Arizona municipal corporation and El Cidro Ranch, LLC, an Arizona limited liability company, recorded in the official records of Maricopa County Recorder as Instrument No. _____. Further, GRANTEE and GRANTOR shall comply with all of the terms and conditions of the DEVELOPMENT AGREEMENT and any future amendments thereto.

This Temporary Access Easement shall terminate at the earlier of the following: upon the City's completion of the replacement well or three years from the date of this easement.

This Temporary Access Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2017.

GRANTOR:
EL CIDRO RANCH, LLC,
an Arizona limited liability company

By: _____

Its: _____

Date: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared Michael P. Markman, the Manager of El Cidro Ranch, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she executed the same for the purposes therein contained.

[Affix notary seal here]

Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE
CITY OF GOODYEAR, an Arizona municipal corporation

By: _____

Brian Dalke

Its: City Manager

Date: _____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2017, before me personally appeared Brian Dalke, the City Manager for the City of Goodyear, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

Exhibit on Following Pages