

After recording, return to:  
City Clerk  
City of Surprise, Arizona  
16000 N. Civic Center Plaza  
Surprise, AZ 85374

With a copy to:  
Jeffrey M. Blilie  
Beus Gilbert PLLC  
701 North 44<sup>th</sup> Street  
Phoenix, AZ 85008

**SURPRISE FOOTHILLS WATER SUPPLY FACILITY DEVELOPMENT  
AGREEMENT  
(Surprise Foothills, Buena Vista Ranch and Mesquite Mountain Ranch)**

**THIS SURPRISE FOOTHILLS WATER SUPPLY FACILITY DEVELOPMENT AGREEMENT** (this “**Agreement**”) is entered into by and between the **City of Surprise**, an Arizona municipal corporation (“**City**”), **Buena Vista Holdings, LLC**, an Arizona limited liability company (“**Buena Vista**”) acting on behalf of the Buena Vista Ranch development, **Surprise Foothills Master LLC**, an Arizona limited liability company (“**Surprise Foothills**”) and **Management 317 LLC**, an Arizona limited liability company acting (“**317**”) on behalf of the Surprise Foothills development, and **Mesquite Mountain Ranch Investments LLC**, an Arizona limited liability company (“**MMR**”) acting on behalf of the Mesquite Mountain Ranch development, as of the date the last party signs and dates this Agreement. Buena Vista, Surprise Foothills, 317 and MMR are referred to herein collectively as the “**Owners**” and individually as an “**Owner**.” Together, City and Owners may be referred to as “**Parties**.”

**RECITALS:**

A. The Parties acknowledge and agree that Owners are developing in an area where city water service does not exist. Thus, to provide water service to those properties, the City requires that the Water System Infrastructure (defined in Section 2.2) must be designed, constructed, installed and dedicated in accordance with the City’s Integrated Water Master Plan.

B. On October 21, 2008, the City, Taylor Morrison/Arizona, Buena Vista and Surprise Foothills entered into the SPA 3 West Water Service Area Development Agreement, recorded with the Maricopa County Recorder, No. 2008-0928654 (the “**Original Agreement**”) to address the development of the water system infrastructure necessary to serve the development of the Owners’ properties.

C. On August 1, 2012, Taylor Morrison/Arizona, Inc., sold all of its interest in Mesquite Mountain Ranch to MMR, and through this sale MMR assumed Taylor Morrison's position in the Original Agreement.

D. Owners own the properties depicted and legally described in Exhibit A (the "**Properties**").

E. Owners have revised their water system infrastructure plans, specifically the location of the water campus which will serve the Properties.

F. Owners and City wish to repeal and replace the Original Agreement with this Agreement; one that better addresses the current development plans for the new water system infrastructure and new location for the water campus to increase efficiencies for the service area.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. Rescission and Termination of the Original Agreement. City and Owners hereby agree to rescind, cancel and terminate the Original Agreement, and that, as of the Effective Date, the Original Agreement will no longer be of any force or effect. City and Owners agree that, unless otherwise specifically stated herein, any duty or obligation set forth in the Original Agreement has been satisfied or rescinded. The recordation of this Agreement will provide notice to all future successors in interest of any Owner that the Original Agreement has been terminated.

2. Defined Terms.

2.1 "*Applicable Standards*" means applicable master plans, specific plans, rules, ordinances, regulations, standards, and administrative policies of the City, Maricopa County, Maricopa Association of Governments, State of Arizona and Federal Government that are in effect at the time of the respective application or submittal, whichever is later, filed by the applicant.

2.2 "*Water System Infrastructure*" means storage tanks, wells, well transmission lines, water distribution lines, water treatment, booster pumps and other water system infrastructure required to provide standard water service levels to all parcels and individual pads within the Properties.

2.3 "*Design and Construction Costs*" means the costs of labor, materials and supplies, architectural, engineering, design and consultant related fees and costs, blue printing services, construction staking, demolition, soil amendments or compaction, legal and engineering services required to obtain permits, costs of any

bonds, warranty costs, any corrections, changes or additions to work required by the City or necessitated by site conditions, state and county sales taxes imposed in connection with the construction, and any independent third party construction management fees.

3. Water Service. The Properties are located within the water service area of the City, and the City is designated as having an assured water supply pursuant to ARS § 45-576, which will apply to the development of the Properties. Upon the completion and acceptance by the City of the Water System Infrastructure, City commits to provide municipal water and wastewater service to all portions of the Properties, with service-related fees imposed in accordance with the City's then current generally applicable rate structure.

4. Water Rights; Credit. Prior to the recordation of any final plat relating to the Properties, Owner will convey to the City, at no cost to the City, all Type I and Type II water rights, and any extinguished irrigation grandfathered water rights or credits, in existence relating to the Properties.

5. Water Master Plan. The West Deer Valley Water Group – Area Water Master Study Water Model for the Properties, dated 5/26/16 and approved by the City on June 27, 2016, and as may be further revised and amended from time to time by the City and Owners (“**Water Master Plan**”), has been approved by the City and identifies all demands, resources, capacities, delivery/service details and Water System Infrastructure for the full build out of the Properties. The Parties acknowledge and agree that to the extent City Standards related to the Water System Infrastructure change prior to the commencement of construction, Owner must update the Water Master Plan to reflect changes in Applicable Standards prior to construction on the Properties. Additionally, Owners must update the Water Master Plan and obtain City approval of the revisions, and make any changes to the Water System Infrastructure consistent with said updated Water Master Plan prior to City acceptance of said Water System Infrastructure if City has not accepted a completed portion of the Water System Infrastructure and Owner fails to request a building permit within the Properties within five (5) years following the date Maricopa County has issued an Approval of Construction for such completed portion of the Water System Infrastructure. No building permit will be issued by the City unless Owners have satisfied the provisions of this section.

6. Water System Infrastructure. Owners will provide all Water System Infrastructure and incur all Design and Construction Costs related thereto; none of which is eligible for reimbursement unless otherwise specifically stated in this Agreement.

6.1 Construction and Dedication. Owners agree to construct the Water System Infrastructure to meet the requirements established in the Water Master Plan described in Section 5, as well as conform to City approved construction plans and permits.

6.2 Plans, Approval, Acceptance. All portions of the Water System Infrastructure must meet all Applicable Standards. Prior to the work being bid, Owners must submit all design, installation and water remediation plans to the City for review and approval by the Water Resource Management Director. If there are revisions to the plans and specifications after the work is put out for bid, owners may not conduct such work until the revised plans are submitted to and approved by the Water Resource Management Director. The Water Resource Management Director will exercise his reasonable discretion when reviewing and approving the submitted plans. The City will not accept the dedication of any portion of the Water System Infrastructure until the Water Resource Management Director has reviewed and determined such to be complaint with all Applicable Standards, including the City's Water Master Plan. In addition, the City will have the right and authority to inspect ongoing construction and installation to ensure that the work is being performed in accordance with the final approved plans and Applicable Standards.

6.3 Onsite Water System. Owners will construct, dedicate and pay the Design and Construction Costs associated with the onsite water distribution lines/facilities necessary for the distribution of water to the parcels within the Properties (the "**Onsite Water System**"), which shall be connected to the City's water system as provided in the Water Master Plan. City will not reimburse Owners for any Design and Construction Costs associated with the Onsite Water System.

7. Water Supply.

7.1 Water Supply Facility Site. Owners will dedicate to City the approximately three and ninety one hundredths (3.91) acre water supply facility site identified in the Water Master Plan at no cost to City. The installation of the landscaping around the well sites and within the water supply facility site will be deferred until such time as the adjacent parcels are developed. Owners will dedicate the water supply facility site at the same time the water supply facility is conveyed to City.

7.2 Water Supply Facility Master Site Plan. Owners will develop a master site plan for the entire Water Supply Facility consistent with the Water Master Plan, and will incur all associated design costs. The Water Supply Facility master site plan must be complete prior to the approval of any application or submission for construction of any water related Water System Infrastructure.

7.3 Water Supply Facility. Owners will construct, dedicate and pay the Design and Construction costs for the water supply facility identified in the Water Master Plan. The water supply facility will include, but be not limited to: water storage tanks, electrical buildings, booster pumps, disinfection and supplemental water treatment systems, emergency generator, and other equipment deemed necessary by the City. Owners must provide enough water storage to meet both the potable and non-potable water needs for the Properties as described in the Water Master Plan.

8. Effluent. The Parties agree to work collaboratively in good faith to identify a future regional solution for effluent recharge facilities prior to issuing the one thousand five hundred and forty seventh (1,547<sup>th</sup>) building permit the Properties. The Parties understand and agree that no new final plats will be approved by the City or recorded until the regional solution is resolved and that there is sufficient sewer capacity to serve the level of development associated with such final plats.

9. Well/Well Site(s).

9.1 Wells. Owners will construct, dedicate and pay the Design and Construction costs for the groundwater wells, of a number (minimum of two (2)) and capacity that satisfies the water requirements for the Properties as described in the Water Master Plan. Owners must provide any remediation necessary to insure that the water produced by the wells meets the City's drinking water standards in effect at the time the permit for the well construction is issued by the City, including treatment to reduce arsenic levels that exceed Applicable Standards.

9.2 Well Sites. Owners will convey all well sites to City contemporaneously with dedication of the wells. Any well site conveyed by Owners to City will comply with Applicable Standards, the location of which will be determined by Owners and City using the results of a professional well impact analysis paid for by Owners. If the well site is located on the Properties, the well site will be reflected on a final plat for the applicable portion of the Properties, or, if located outside the Properties, secured in a manner acceptable to the City prior to final plat approval for the applicable portion of the Properties which will be served by the well. In either case, the well site conveyance must include the right-of-way needed for (i) the well transmission lines from the well site to the Water Supply Facility, and (ii) City access to the well site and the Water Supply Facility site. Owner will also dedicate to the City any flowage easement(s) determined necessary by the City. The conveyances will comply with the procedures in Section 11.2.

9.3 Well Performance and Water Quality. Well performance criteria have been established within the Water Master Plan. Owners will ensure, at their own cost, that any well provided by Owners complies with the well performance criteria on the date the City accepts the well. Actual well performance and water quality data must be provided to the City for review and analysis prior to acceptance of any well by the City. Should the performance of any well provided by Owners not comply with the well performance criteria in the Water Master Plan, as determined exclusively by the City, then Owners will provide the City with a solution to improve well performance to meet or exceed the well performance criteria in the Water Master Plan, or drill an alternative well that will meet said performance criteria.

9.4 Waivers. Owner will provide well impact waivers to the City for any well dedicated to the City pursuant to this Agreement.

10. Buy-in Fees. If any portion of the Water System Infrastructure can be utilized by other property owners not within the Properties, then the Design and Construction Costs associated with such portion of the Water System Infrastructure will be eligible for repayment through buy-in fees using the City's repayment program (currently Surprise Municipal Code, Section 42-3). Additionally, the Water System Infrastructure Design and Construction Costs will be eligible for reimbursement through the formation of a community facilities district, in the event the City, in its sole discretion, elects to form a community facilities district that includes the Water System Infrastructure.

11. Conveyance of Potable and Non-Potable Water System Infrastructure.

11.1 Operation and Maintenance. At the time the first building permit is issued within the Properties, Owners will turn over the operation and maintenance of the Water System Infrastructure to the City, in accordance with the provisions described in Section 11.2. Owners will be responsible for all costs required to operate and maintain the Water System Infrastructure until such time as the 200<sup>th</sup> residential home within the Properties has received a certificate of occupancy issued by the City (the "**Initial Period**"). At the time the first building permit is issued within the Property, Owners and the City agree to negotiate in good faith a monthly fee for the Initial Period operation and maintenance costs, and the City agrees that the monthly fee will be no greater than the monthly fee Owners would pay a qualified and responsible third party operator. The City will also be responsible for billing all customers within the Properties receiving water service from the Water System Infrastructure and the City will be entitled to retain the water service fees collected from all customers within the Properties. Following the Initial Period, City will be solely responsible for all operation and maintenance costs and expenses, subject only to Owners' warranty obligations.

11.2 Conveyance of Water System Infrastructure. All Water System Infrastructure, whether real or personal property, will be conveyed free and clear of all liens and encumbrances that could affect marketability of title. The conveyances for Water System Infrastructure will occur at the times specifically set forth in this Agreement. Owners must convey all easements and rights-of-way concurrently with the associated Water System Infrastructure. For purposes of this section, an easement or right-of-way is associated with a portion of the Water System Infrastructure when it is either the land hosting the portion of the infrastructure or is providing the access way to or from the portion of the Water System Infrastructure. Should no time for conveyance be otherwise established for any conveyance in this Agreement, the conveyance must occur prior to issuance of building permits for structures on platted lots or commercial pads in the Properties that will be served by the portion of the Water System Infrastructure in question.

11.3 Timing for Conveyance of Personal Property. At the time the first building permit is issued within the Properties, Owners will convey to the City the personal property included in the Water System Infrastructure, by bill of sale, free and clear of all liens and encumbrances that could affect marketability of title. The City will

conditionally accept the Water System Infrastructure, subject to the City's inspection and approval of the Water System Infrastructure, such approval not to be unreasonably withheld, conditioned or delayed and will thereafter own, operate and maintain the Water System Infrastructure. At the expiration of the Initial Period Owners will, provide a final coating to any exposed piping associated with the pump station, re-blade any gravel roadways, provide wired high-speed internet to the site, and update the security system to reflect current technology. During the Initial Period the Owners will provide to City cell-phone and wireless high-speed internet for communication, SCADA, onsite video storage and onsite security management system. Mechanical equipment will be provided with an extended warranty so that the City is allowed one (1) year of equipment manufacturer's warranty after the Initial Period.

12. Representatives. The Parties agree to designate and appoint a representative to act as a liaison between the City and its various departments and Owners. The initial representative for the City will be Terry Lowe and the initial representative for Owners will be Rick Merritt (the "**Owners' Representative**"). Either party may change its representative upon written notice to the other party. In the event a new Owners' Representative is needed or desired, the Owners will choose a representative by majority vote of the Owners, with each Owner having one vote. The representatives will be available at all reasonable times to discuss and review the performance of the Parties relative to the terms of this Agreement.

13. Approvals. All approvals, conveyances, and acceptances of any party, must be in writing and may not be unreasonably withheld, conditioned, or delayed. Permits for structures on platted lots or commercial pads will not be issued to any parcel, lot, or pad within the Properties unless the Water System Infrastructure related to that parcel, lot, or pad has been completed and accepted by the City.

14. Public Procurement. All construction contracts for the Water System Infrastructure that requires or anticipates a contribution of City funds, special district funds, or a reimbursement of development impact fees must be publicly procured by Owners pursuant to Arizona Revised Statutes ("ARS"), as if the projects were being performed by the City. Owner agrees to provide the City with documentation evidencing compliance with ARS. This public procurement requirement will not apply to the procurement of architects, engineers, assayers and other professional services exempted under the ARS from the public procurement requirements.

15. General Provisions.

15.1 Term. This Agreement will become effective upon recordation (the "**Effective Date**") and will automatically terminate on the earlier of: (a) completion of all obligations contained in this Agreement, or (b) the fifteenth (15<sup>th</sup>) anniversary of the Effective Date.

15.2 Assignment. The provisions of this Agreement are binding upon and will inure to the benefit of the Parties, and all of their successors in interest and assigns.

15.3 Choice of Law, Venue and Attorneys' Fees. The laws of the State of Arizona will govern any dispute, controversy, claim, or cause of action arising out of or related to this Agreement. The venue for any such dispute will be Maricopa County, Arizona, and each party waives the right to object to venue in Maricopa County for any reason. No party will be entitled to recover any of its attorneys' fees or other costs from any other party incurred in any such dispute, controversy, claim, or cause of action, but each party will bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

15.4 Conflict of Interest. Pursuant to ARS § 38-503 and § 38-511, no member, official, or employee of the City will have any personal interest, direct or indirect, in this Agreement, nor will any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of ARS § 38-511.

15.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

15.6 Default. Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement constitutes a breach of this Agreement (“**Event of Default**”).

A. “Default” means any one of the following:

1. Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement.
2. The issuance of an order of a court having jurisdiction over any of the Parties for relief in any involuntary case commenced against the applicable party as debtor under the Federal Bankruptcy Code or the entry of a court decree or order appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official.

B. Any failure to pay money or failure related to any other monetary obligation hereunder not cured within five (5) days after written notice is received from another party will constitute an Event of Default under this Agreement by the non-paying Party.

C. Any other breach not cured within thirty (30) days after written notice is received from another party will constitute an Event of Default by the breaching party under this Agreement; except that, if more than thirty (30) days but no more than ninety (90) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party will have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation within ninety (90) days after written notice is received from another party.

D. Any notice of an Event of Default will specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The obligations of the Parties under this Agreement are several obligations, and not joint and several obligations.

E. Upon the occurrence of an Event of Default, the non-defaulting party: (1) will have all the remedies afforded by law and in equity; and (2) will have the right to terminate this Agreement.

F. No delay in exercising any right or remedy will constitute a waiver thereof; and no waiver of any Default will be construed as a waiver of any preceding or succeeding Default of the same or any other covenant, or condition of this Agreement. No waiver will be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

15.7 Entire Agreement. This Agreement, together with the following Exhibits attached hereto and incorporated herein by this reference, constitutes the entire agreement between the Parties.

Exhibit A: Depiction and Legal Description of the Properties

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are superseded by and merged in this Agreement.

15.8 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement will be construed according to the fair meaning of its language. The rule of construction that ambiguities will be resolved against the party who drafted a provision will not be employed in interpreting this Agreement.

15.9 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

15.10 Good Standing; Authority. Each party represents and warrants that it is a duly formed and legally valid existing entity under the laws of the State of Arizona

with respect to an Owner, or a municipal corporation within Arizona with respect to the City, and that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

15.11 Headings. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.

15.12 Notices and Filings. All notices specifically required by this Agreement, excluding approvals, notices or other communications made as part of the customary development processes of the City, must be given in writing and delivered personally, emailed or sent by United States Mail, postage pre-paid, return receipt requested, to:

CITY:

City of Surprise  
16000 N. Civic Center Plaza  
Surprise, AZ 85374  
Attn: Terry Lowe, Water Resource Management Director  
Email: [terry.lowe@surpriseaz.gov](mailto:terry.lowe@surpriseaz.gov)

With a copy to:

City of Surprise  
16000 N. Civic Center Plaza  
Surprise, AZ 85374  
Attn: Robert Wingo, City Attorney  
Email: [robert.wingo@surpriseaz.gov](mailto:robert.wingo@surpriseaz.gov)

OWNERS:

Mesquite Mountain Ranch Investments LLC  
Attn: Elliott D. Pollack  
7505 East 6<sup>th</sup> Avenue, Suite 100  
Scottsdale, AZ 85251  
Email: [pollack@edpco.com](mailto:pollack@edpco.com)

Buena Vista Holdings, LLC  
Attn: Elliott D. Pollack  
7505 East 6<sup>th</sup> Avenue, Suite 100  
Scottsdale, AZ 85251  
Email: [pollack@edpco.com](mailto:pollack@edpco.com)

Surprise Foothills Master LLC  
Attn: Elliott D. Pollack  
7505 East 6<sup>th</sup> Avenue, Suite 100  
Scottsdale, AZ 85251

Email: [pollack@edpco.com](mailto:pollack@edpco.com)

Management 317 LLC  
Attn: Elliott D. Pollack  
7505 East 6<sup>th</sup> Avenue, Suite 100  
Scottsdale, AZ 85251  
Email: [pollack@edpco.com](mailto:pollack@edpco.com)

Beus Gilbert, PLLC  
Attn: Jeffrey M. Blilie  
701 North 44th Street  
Phoenix, AZ 85008  
Email: [jblilie@beusgilbert.com](mailto:jblilie@beusgilbert.com)

Any changes to the above recipients must be in writing consistent with this section. Any notice or other communication directed to any party must become effective upon the earliest of the following: (a) actual receipt by that party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the party.

15.13 Recordation. This Agreement must be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution by the City.

15.14 Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement will, create any partnership, joint venture, or other agreement between the Parties. No term or provision of this Agreement is intended to, or will be for the benefit of any person or entity not a party hereto, and no such other person or entity will have any right or cause of action hereunder.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date(s) written below.

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

By \_\_\_\_\_  
Mayor Sharon Wolcott

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTESTED:

\_\_\_\_\_  
City Clerk

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Sharon Wolcott, the Mayor of the City of Surprise, 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

**BUENA VISTA HOLDINGS, LLC**, an  
Arizona limited liability company

By: BVR Management LLC, an Arizona  
limited liability company, Manager

By: \_\_\_\_\_  
Elliott D. Pollack, Member

Date: \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Elliott D. Pollack, Member of BVR Management 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 signed the above/attached document.

[Affix notary seal here]

\_\_\_\_\_  
Notary Public

**SURPRISE Foothills Master  
LLC**, an Arizona limited liability company

By: **SURPRISE Foothills  
Development LLC**, an Arizona limited  
liability company, Manager

By: \_\_\_\_\_  
Elliott D. Pollack, Member

Date: \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Elliott D. Pollack, Member of Surprise Foothills Development 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 signed the above/attached document.

[Affix notary seal here]

\_\_\_\_\_  
Notary Public

**Management 317 LLC**, an Arizona limited liability company

By: \_\_\_\_\_  
Elliott D. Pollack, Member

Date: \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Elliott D. Pollack, Member of Management 317 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 signed the above/attached document.

[Affix notary seal here]

\_\_\_\_\_  
Notary Public

**MESQUITE MOUNTAIN RANCH  
INVESTMENTS LLC**, an Arizona limited  
liability company

By: MMR Investors LLL, an Arizona  
limited liability company, Manager

By: MMR Management LLC, an  
Arizona limited liability company,  
Member

By: \_\_\_\_\_  
Elliott D. Pollack, Member

Date: \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Elliott  
D. Pollack, Member of MMR Management 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  
signed the above/attached document.

[Affix notary seal here]

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Depiction and Legal Description of the Properties**

**SURPRISE FOOTHILLS**  
LEGAL DESCRIPTION

PARCEL NO.1:

The West half of the Southwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.2:

The Northeast quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.3:

The Southeast quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.4:

The East half of the Southwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.5:

The Northwest quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
Except the South half; and Except Beginning at the Northwest corner of said Section 15; Thence South 89 degrees 44 minutes 08 seconds East (record) South 89 degrees 55 minutes 02 seconds East (measured), along the North boundary of said Section 15, a distance of 252.42 feet (record), 252.03 feet (measured); Thence leaving said North boundary, South 55 degrees 02 minutes 38 seconds West (record) South 54 degrees 42 minutes 07 seconds West (measured), a distance of 309.77 feet (record) 309.31 feet (measured), to a point on the West boundary of said Section 15; Thence North 00 degrees 28 minutes 10 seconds East (record) North 00 degrees 07 minutes 58 seconds East (measured), along said West boundary, a distance of 178.65 feet (record), 178.36 feet (measured), to the Point of Beginning; and Except all coal and other minerals as reserved in the Patent recorded in Book 285 of Deeds, page 524.

PARCEL NO.6:

The South half of the Northwest quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.7:

The Southwest quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.8:

The East half of the Northwest quarter of the Southeast quarter of Section 16, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO, 9:

The Southeast quarter of the Southeast quarter of Section 16, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 10:

The Southeast quarter of the Northeast quarter of the Southeast quarter; and The East half of the Southwest quarter of the Northeast quarter of the Southeast quarter; and The South half of the Northeast quarter of the Northeast quarter of the Southeast quarter; and The Southeast quarter of the Northwest quarter of the Northeast quarter of the Southeast quarter; and The East 141.42 feet of the Northeast quarter of the Northeast quarter of the Northeast quarter of the Southeast quarter; and The East 141.42 feet of the Southeast quarter of the Northeast quarter; and The East 141.42 feet of the South half of the Northeast quarter of the Northeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 11:

The South half of the Northwest quarter of the Northeast quarter; and The Southwest quarter of the Northeast quarter; and The North half of the North half of the Northwest quarter of the Southeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 12:

The South half of the Northeast quarter of the Northeast quarter; and The Southeast quarter of the Northeast quarter; and The North half of the North half of the Northeast quarter of the Southeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
Except the East 141.42 feet thereof

PARCEL NO. 13:

The Northwest quarter of the Southeast quarter; and  
The West half of the West half of the Northeast quarter of the Southeast quarter;  
Except the North half of the North half of the Northeast quarter of the Southeast quarter; and Except the North half of the North half of the Northwest quarter of the Southeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

PARCEL NO. 14:

The Northwest quarter and the North half of the North half of the Northeast quarter of Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
Except the West half of the Northwest quarter and the South half of the Southeast quarter of the Northwest quarter of Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 15:

The Northwest quarter of the Northwest quarter; and  
The Northeast quarter of the Southwest quarter of the Northwest quarter of Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 16:

Lots 1, 3, 4 and the Southeast quarter of the Northeast quarter and the South half of Section 16, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
Excepting therefrom, a parcel of land lying in a portion of the Southeast quarter of Section 16, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County,

Arizona and being more particularly described as follows: The East half of the Southeast quarter of said Section 16; and the East half of the Northwest quarter of the Southeast quarter of said Section 16.

**BUENA VISTA RANCH**  
**LEGAL DESCRIPTION**

Parcel No. 1:

The Southeast quarter of the Southeast quarter of the Southeast quarter of the Northwest quarter; and  
The North half of the Northeast quarter of the Northeast quarter; and  
The South half of the Northeast quarter of the Northeast quarter; and  
The West half of the Southeast quarter; and  
The Northwest quarter of the Northeast quarter; and  
The Southwest quarter of the Northeast quarter; and  
The North half of the Southeast quarter of the Northeast quarter; and  
The East half of the Southwest quarter; and  
The East 3/4ths of the West half of the Southwest quarter of Section 10, Township 4 North, Range 3  
West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING all uranium, thorium, or other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 75), as set forth in the Patent on said land, as to the North half of the Northeast quarter of the Northeast quarter; and also

EXCEPT any portion thereof lying within the following described property:

BEGINNING at a point in the North boundary of said Section 10 that bears North 89 degrees 27 minutes 21 seconds West 691.69 feet from the Northeast corner of said Section 10;

Thence from said point of beginning and leaving said North boundary South 38 degrees 49 minutes 55 seconds West 6432.75 feet, record (South 38 degrees 49 minutes 55 seconds West 6433.15 feet, measured);

Thence South 55 degrees 02 minutes 38 seconds West, 325.38 feet to a point that bears North 80 degrees 48 minutes 09 seconds East 334.34 feet from the Southwest corner of said Section 10;

Thence from last said point North 00 degrees 25 minutes 36 seconds East 1697.30 feet;

Thence South 51 degrees 10 minutes 05 seconds East 420.33 feet;

Thence North 38 degrees 49 minutes 55 seconds East, 2599.63 feet;

Thence North 51 degrees 10 minutes 05 seconds West 1299.81 feet;

Thence North 26 degrees 18 minutes 12 seconds East 1055.13 feet to a point in the North boundary of Section 10;

Thence along said North boundary South 89 degrees 46 minutes 15 seconds East 924.48 feet to the North quarter corner of said Section 10;

Thence from said North quarter corner and along said North boundary South 89 degrees 27 minutes

21 seconds East 1950.73 feet to said Point of Beginning; and

EXCEPT any portion thereof lying Northwesterly of that certain line in Warranty Deed recorded in Docket 13178, Page 1041, records of Maricopa County, Arizona, described as North 38 degrees 49 minutes 55 seconds East 2599.63 feet; and

EXCEPT any portion thereof lying East the following described line:

COMMENCING at a found 3" brass cap accepted as the Northeast comer of said Section 10, from which a found 2-1/2" GLO brass cap, up 1.1 feet, accepted as the North quarter comer thereof bears North 89 degrees 27 minutes 13 seconds West a distance of 2641.39 feet;

THENCE along the North line of said Section 10, North 89 degrees 27 minutes 13 seconds West a distance of 321.68 feet to the Point of Beginning;

THENCE South 34 degrees 25 minutes 45 seconds East a distance of 505.63 feet;

THENCE South 38 degrees 39 minutes 55 seconds East a distance of 163.01 feet;

THENCE South 23 degrees 28 minutes 38 seconds East a distance of 114.64 feet;

THENCE South 26 degrees 09 minutes 55 seconds East a distance of 158.98 feet;

THENCE South 26 degrees 25 minutes 54 seconds East a distance of 468.02 feet;

THENCE South 32 degrees 45 minutes 10 seconds East a distance of 142.34 feet;

THENCE South 27 degrees 56 minutes 20 seconds East a distance of 735.61 feet;

THENCE North 89 degrees 50 minutes 41 seconds West a distance of 829.00 feet to the East line of said Section 10;

THENCE along said East line South 00 degrees 29 minutes 54 seconds West a distance of 658.54 feet to the East quarter comer and to the Point of Terminus.

Parcel No 2:

The Northwest quarter of the Northwest quarter; and

The North one-half of the Southwest quarter of the Northwest quarter; and

The North one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 11, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion thereof lying East the following described line:

COMMENCING at a found 3" brass cap accepted as the Northeast comer of said Section 10, from which a found 2-1/2" GLO brass cap, up 1.1 feet, accepted as the North quarter comer thereof bears North 89 degrees 27 minutes 13 seconds West a distance of 2641.39 feet;

THENCE along the North line of said Section 10, North 89 degrees 27 minutes 13 seconds West a distance of 321.68 feet to the Point of Beginning;

THENCE South 34 degrees 25 minutes 45 seconds East a distance of 505.63 feet;

THENCE South 38 degrees 39 minutes 55 seconds East a distance of 163.01 feet;

THENCE South 23 degrees 28 minutes 38 seconds East a distance of 114.64 feet;

THENCE South 26 degrees 09 minutes 55 seconds East a distance of 158.98 feet;

THENCE South 26 degrees 25 minutes 54 seconds East a distance of 468.02 feet;

THENCE South 32 degrees 45 minutes 10 seconds East a distance of 142.34 feet;

THENCE South 27 degrees 56 minutes 20 seconds East a distance of 735.61 feet;

THENCE North 89 degrees 50 minutes 41 seconds West a distance of 829.00 feet to the East line of said Section 10;

THENCE along said East line South 00 degrees 29 minutes 54 seconds West a distance of 658.54 feet to the East quarter comer and to the Point of Terminus.

Parcel No. 3:

The South half of the Southeast quarter of the Northeast quarter; and  
The East half of the Southeast quarter of Section 10, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**MESQUITE MOUNTAIN RANCH, PHASE 1A**  
LEGAL DESCRIPTION

BEING A 105.157 ACRE TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GLO BRASS CAP FLUSH FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 23, FROM WHICH A GLO BRASS CAP FLUSH FOUND AT THE SOUTH QUARTER CORNER BEARS NORTH 89°58'30" EAST, 2646.30 FEET;

THENCE NORTH 00°11'57" EAST, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 90.34 FEET;

THENCE SOUTH 89°48'03" EAST, DEPARTING THE SAID WEST LINE OF SECTION 23, A DISTANCE OF 67.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 00°11'57" EAST, A DISTANCE OF 620.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°11'57" EAST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE NORTH 00°11'57" EAST, RADIAL TO SAID CURVE, A DISTANCE OF 70.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS NORTH 00°11'57" EAST, 20.00 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°48'03" WEST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE NORTH 00°11'57" EAST, TANGENT TO SAID CURVE, A DISTANCE OF 648.90 FEET;

THENCE NORTH 78°33'57" EAST, A DISTANCE OF 113.13 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 53°08'53" EAST, 80.00 FEET, HAVING A CENTRAL ANGLE OF 92°07'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 82°54'55" EAST, 115.22 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 128.63 FEET;

THENCE NORTH 64°26'25" EAST, A DISTANCE OF 98.87 FEET;

THENCE SOUTH 84°40'41" EAST, A DISTANCE OF 69.34 FEET;

THENCE NORTH 67°22'19" EAST, A DISTANCE OF 91.71 FEET;

THENCE NORTH 76°17'29" EAST, A DISTANCE OF 462.82 FEET;

THENCE NORTH 71°40'59" EAST, A DISTANCE OF 783.75 FEET;

THENCE SOUTH 88°49'42" EAST, A DISTANCE OF 64.06 FEET;

THENCE NORTH 62°38'09" EAST, A DISTANCE OF 388.22 FEET;

THENCE NORTH 39°56'46" EAST, A DISTANCE OF 52.36 FEET;

THENCE NORTH 54°51'07" EAST, A DISTANCE OF 312.04 FEET;

THENCE SOUTH 89°53'39" EAST, A DISTANCE OF 218.62 FEET;

THENCE SOUTH 00°06'21" WEST, A DISTANCE OF 2259.43 FEET;

THENCE SOUTH 89°20'40" WEST, A DISTANCE OF 0.43 FEET;

THENCE SOUTH 89°58'30" WEST, A DISTANCE OF 838.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°01'30" WEST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE SOUTH 89°58'30" WEST, RADIAL TO SAID CURVE, A DISTANCE OF 70.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 89°58'30" WEST, 20.00 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°58'30" WEST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE SOUTH 89°58'30" WEST, TANGENT TO SAID CURVE, A DISTANCE OF 596.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°01'30" WEST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE SOUTH 89°58'30" WEST, RADIAL TO SAID CURVE, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 89°58'30" WEST, 20.00 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°58'30" WEST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE SOUTH 89°58'30" WEST, TANGENT TO SAID CURVE, A DISTANCE OF 923.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°13'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°54'47" WEST, 28.34 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,580,650 SQUARE FEET OR 105.157 ACRES OF LAND, MORE OR LESS.

**MESQUITE MOUNTAIN RANCH, PHASE 2**  
LEGAL DESCRIPTION

BEING A 96.679 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GLO BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 23 FROM WHICH A FOUND ALUMINUM CAP FLUSH STAMPED RLS# 21782 AT THE CENTER SECTION CORNER OF SECTION 23 BEARS NORTH 00°06'21" EAST, 2651.16 FEET;

THENCE NORTH 00°06'21" EAST, ALONG THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 23, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 00°06'21" EAST, ALONG THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 23, A DISTANCE OF 1918.36 FEET;

THENCE NORTH 89°51'54" EAST, DEPARTING THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 23, A DISTANCE OF 1978.13 FEET;

THENCE NORTH 00°03'01" EAST, A DISTANCE OF 660.92 FEET TO THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 23;

THENCE NORTH 89°55'08" EAST, ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 23, A DISTANCE OF 659.16 FEET TO A FOUND 1/2" REBAR AT THE EAST QUARTER CORNER OF SAID SECTION 23;

THENCE SOUTH 00°01'54" WEST, ALONG THE EAST SECTION LINE OF SAID SECTION 23, A DISTANCE OF 1320.60 FEET;

THENCE SOUTH 89°48'40" WEST, DEPARTING THE EAST SECTION LINE OF SAID SECTION 23, A DISTANCE OF 1319.19 FEET;

THENCE SOUTH 00°04'08" WEST, A DISTANCE OF 661.55 FEET;

THENCE NORTH 89°45'25" EAST, A DISTANCE OF 659.81 FEET;

THENCE SOUTH 00°03'01" WEST, A DISTANCE OF 578.52 FEET;

THENCE SOUTH 89°20'40" WEST, A DISTANCE OF 770.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°44'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°16'51" WEST, 28.47 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.68 FEET;

THENCE SOUTH 88°44'43" WEST, A DISTANCE OF 50.01 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS NORTH 89°54'22" WEST, 20.00', HAVING A CENTRAL ANGLE OF 89°15'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°43'09" WEST, 28.10 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.15 FEET;

THENCE SOUTH 89°20'40" WEST, TANGENT TO SAID CURVE, A DISTANCE OF 924.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°45'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°16'30" WEST, 28.47 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.68 FEET;

THENCE SOUTH 88°44'03" WEST, A DISTANCE OF 50.01 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS NORTH 89°53'39" WEST, 20.00 FEET, HAVING A CENTRAL ANGLE OF 89°14'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°43'30" WEST, 28.10 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.15 FEET;

THENCE SOUTH 89°20'40" WEST TANGENT TO SAID CURVE, A DISTANCE OF 105.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,211,345 SQUARE FEET OR 96.679 ACRES OF LAND, MORE OR LESS.