

## RESOLUTION NO. 2024-2412

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY WATER RECLAMATION FACILITY (RVWRF) EXPANSION; PROVIDING DIRECTION, AUTHORIZATION, AND AN EFFECTIVE DATE.

WHEREAS, the City and AMCOR Investments Corporation (“AMCOR”), the original owner/developer of the Estrella Property, entered into that certain agreement dated August 11, 1986 and certain amendments, addendums, and supplemental agreements thereto, (collectively the “Master Agreement”) in connection with the development of the real property described in the Master Agreement (“Estrella Property”) as a large mixed-use master planned community formerly known as Estrella Mountain Ranch, now known as Estrella; and

WHEREAS, the Master Agreement, which is binding on all successors and assigns to the Estrella Property, states in part: “Amcor shall plan, design and construct such water and sewer treatment facilities as Amcor reasonably deems necessary to service the Estrella Property” subject to reimbursements from applicable sources as described in the Master Agreement, including development fees; and

WHEREAS, the City and AMCOR and/or its successors-in-interest, entered into a series of agreements subsequent to the Master Agreement related to the provision of water and sewer service to the Estrella Property, including an agreement dated December 8, 2003 between Sun MP, LLC, an Arizona limited liability company titled the Goodyear-Sun MP Rainbow Valley Water Reclamation Facility Agreement (the “2003 RVWRF Agreement”), the Land Use Agreement and Perpetual Easement Restricting Land Uses Adjacent to the Rainbow Valley Wastewater Reclamation Facility and Providing for Noise and Odor Setbacks, recorded in the official records of Maricopa County on March 6, 2006, as Instrument Number 2006-0299531 (the “Odor Control Easement”), and the Development Agreement for Expansion of Rainbow Valley Water Reclamation Facility recorded in the Official Records of Maricopa County at document 2020-0498396 (the “2020 RVWRF Amendment”) (collectively the 2003 RVWSRF Agreement and 2020 RVWRF Amendment are referred to as the “Existing RVWRF Agreements”); and

WHEREAS, Estrella North LLC and its affiliate (collectively “Estrella North”) acquired a portion of the Estrella Property, and upon its acquisition became parties to, among other agreements, the Master Agreement and the Existing RVWRF Agreements, pursuant to which Estrella North became responsible for funding the design and construction of improvements to expand the Rainbow Valley Waste Water Treatment Facility (the “Facility”) as needed to serve the Estrella Property subject to reimbursements as provided in Existing RVWRF Agreements; and

WHEREAS, Estrella North has continued to develop the property it acquired within Estrella and has notified the City that the near-term plans for development within the Estrella Property require sewer treatment capacity in excess of the existing capacity at the Facility; and

WHEREAS, the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion includes terms providing for: operational improvements to the existing Facility needed for the Facility to provide the 0.75 mgd of treatment capacity that was supposed to have been developed by Estrella North’s predecessor under the 2003 RVWRF Agreement; improvements to the existing Facility that will allow for a reduction in the Odor Control Easement; improvements to the Facility and site that are considered upgrades that will facilitate staff’s operation of the Facility; the expansion of the Facility to provide an additional 1.25 mgd of

treatment capacity; the development of a master plan for the Facility to guide the future expansions of the Facility to its Ultimate Buildout; terms for the conveyance of property needed for the 1.25 mgd expansion and for the buildout of the Facility; the allocation of responsibility for the costs of all of the foregoing; the allocation of the treatment capacity that will result from the 1.25 mgd expansion; and reimbursements for the costs of the 1.25 mgd expansion; and

WHEREAS, the continued development of the Estrella Property is in the best interest of the City and the health, safety, and welfare of its residents and that the work that will be undertaken pursuant to the terms of the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion will facilitate the continued development of the Estrella Property by providing infrastructure needed for wastewater service; and

WHEREAS, the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion touches and concerns the Estrella Property, including the Owner's Property and is intended to be a development agreement within the meaning of A.R.S. § 9-500.05.

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

SECTION 1. The Mayor and Council of the City of Goodyear find the approval of the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion by and between Estrella North, LLC, a Delaware limited liability company and the City of Goodyear, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve said agreement.

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion by and between Estrella North, LLC, a Delaware limited liability company and the City of Goodyear.

SECTION 3. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion.

SECTION 4. Following its execution by all parties, the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion by and between Estrella North, LLC, a Delaware limited liability company and the City of Goodyear shall be recorded with the Maricopa County Recorder's Office.

SECTION 5. Unless referred to the voter as provided by law, Resolution 2024-2412 shall be effective thirty (30) days after its adoption by the Mayor and Council of the City of Goodyear

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a 7-0 vote, this 8<sup>th</sup> day of July, 2024.

Joe Pizzillo  
Joe Pizzillo, Mayor

Date: July 8, 2024

ATTEST:

Darcie McCracken  
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey  
Roric Massey, City Attorney



**EXHIBIT "1"**

**Development Agreement for  
Rainbow Valley Water Reclamation Facility (RVWRF) Expansion  
by and between Estrella North, LLC, a Delaware limited liability company  
and the City of Goodyear**

*(On the following pages)*

When recorded, mail to:

City Clerk  
City of Goodyear  
1900 N. Civic Square  
Goodyear, AZ 85395

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**DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY WATER RECLAMATION  
FACILITY (RVWRF) EXPANSION**

**AMONG**

**CITY OF GOODYEAR**

**AND**

**ESTRELLA NORTH LLC**

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**THIS DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY WATER RECLAMATION FACILITY EXPANSION (“Agreement”)** is made as of this \_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF GOODYEAR, a municipal corporation organized and existing under the laws of the State of Arizona (the “City”), and ESTRELLA NORTH LLC, a Delaware limited liability company (“**Estrella North**”) (collectively, the “Parties”).

### RECITALS

- A. The City and AMCOR Investments Corporation (“**AMCOR**”), the original developer of the Estrella Property, entered into that certain agreement dated August 11, 1986 and certain amendments, addendums, and supplemental agreements thereto, (collectively the “**Master Agreement**”) in connection with the development of the real property described in the Master Agreement (“**Estrella Property**”) as a large mixed use master planned community formerly known as Estrella Mountain Ranch, now known as Estrella and located generally south of Baseline Road, east and west of Estrella Parkway in Goodyear, Arizona.
- B. The Master Agreement, which is binding on all successors and assigns to the Estrella Property, states in part: “Amcor shall plan, design and construct such water and sewer treatment facilities as Amcor reasonably deems necessary to service the Estrella Property” subject to reimbursements from applicable sources as described in the Master Agreement, including development fees.
- C. The City and AMCOR and/or its successors-in-interest, entered into a series of agreements subsequent to the Master Agreement related to the provision of water and sewer service to the Estrella Property, including an agreement dated December 8, 2003 between Sun MP, LLC, an Arizona limited liability company titled the Goodyear-Sun MP Rainbow Valley Water Reclamation Facility Agreement (the “**2003 RVWRF Agreement**”), the Land Use Agreement and Perpetual Easement Restricting Land Uses Adjacent to the Rainbow Valley Wastewater Reclamation Facility and Providing for Noise and Odor Setbacks, recorded in the official records of Maricopa County on March 6, 2006, as Instrument Number 2006-0299531 (the “**Odor Control Easement**”), and the Development Agreement for Expansion of Rainbow Valley Water Reclamation Facility recorded in the Official Records of Maricopa County at document 2020-0498396 (the “**2020 RVWRF Amendment**”).
- D. The 2003 RVWRF Agreement provides for the phased construction of a wastewater treatment facility to be known as the Rainbow Valley Water Reclamation Facility, which, at full build-out, would have a total treatment capacity of up to 16 million gallons (“**mgd**”) per day, and which is to be funded, subject to reimbursements, by the Owner(s) of the Estrella Property and their successors and assigns.
- E. Estrella North LLC and its affiliate acquired a portion of the Estrella Property, which it has been and is continuing to develop.
- F. Upon acquiring a part of the Estrella Property, Estrella North LLC and its affiliate became parties to, among other agreements, the Master Agreement and the 2003 RVWRF

Agreement, and 2020 RVWRF Amendment (collectively the 2003 RVWSRF Agreement and 2020 RVWRF Amendment are referred to as the “**Existing RVWRF Agreements**”) pursuant to an assignment with the consent of the City.

- G. Pursuant to the terms of the 2003 RVWRF Agreement, the first phase of the Facility (defined below) was constructed with treatment capacity of 0.75 mgd (the “**2003 RVWRF Improvements**”)
- H. Certain improvement upgrades were required to ensure the 2003 RVWRF Improvements have the required 0.75 mgd treatment capacity (“**Operational Improvements**”), which improvements are not eligible for reimbursements.
- I. Because the 2003 RVWRF Improvements were not constructed with Full Noise, Odor, and Aesthetic Controls, as defined below, Owner’s predecessor entered into the Odor Control Easement, which prohibited development within 1,000 feet of the site where the Facility was to be located at full build-out (the “**Odor Easement Area**”) as required by applicable state regulations.
- J. Pursuant to the 2020 RVWRF Amendment, the Odor Easement Area was to be reduced and Owner’s predecessor agreed that Owner would fund the cost of expansions of the Facility, subject to reimbursements as provided in the 2020 RVWRF Amendment through a portion of the wastewater impact fees attributable to the such expansion, which were to be designed and constructed by the City and which were to include Noise, Odor and Odor Improvements, as defined below, including the installation of Noise and Odor Improvements on the 2003 RVWRF Improvements (the “**2003 RVWRF Noise and Odor Improvements**”).
- K. Owner is responsible for the costs of the 2003 RVWRF Noise and Odor Improvements, which are not eligible for reimbursements.
- L. Owner notified the City that the near-term plans for development within the Estrella Property require sewer treatment capacity in excess of the existing .75 mgd at the Facility for development of the Estrella Property to continue.
- M. Estrella North, having become a party to the Master Agreement and the Existing RVWRF Agreements, among other agreements related to the development of the Estrella Property, is responsible for funding the design and construction of improvements to expand the Facility as needed to serve the Estrella Property subject to reimbursements as provided in Existing RVWRF Agreements.
- N. The City and Owner agreed that a master plan for the Facility is needed to guide the future expansions of the Facility to its Ultimate Buildout (the “**Facility Master Plan**”), and Owner and the City agreed to move forward with the Facility Master Plan, the design and construction of the Operational Improvements, the design and construction of the 2003 Noise and Odor Improvements, the design and construction of Facility Upgrades (defined

below), and the design and expansion of the Facility to provide an additional 1.25 mgd of treatment capacity at the Facility for a total treatment capacity of 2.0 mgd at the Facility.

- O. Upon consultation with Owner, the City entered into a design build contract with Felix Construction Company for the work needed to complete the Project (defined below) pursuant to which separate Guaranteed Maximum Price (“GMP”) Packages were and will be executed for the completion of various components of the Project.
- P. A GMP Package was entered for the Facility Master Plan, and the Facility Master Plan has been completed, and was paid for using existing wastewater development impact fees collected within the Service Area.
- Q. GMP Package(s) for the design and construction of the Operational Improvements was entered, the Operational Improvements were completed, and the City paid for the cost of the Operational Improvements.
- R. GMP Packages for the design and construction of the Facility Upgrades will be entered. The costs of the Facility Upgrades are not eligible for reimbursement and will be paid by the City.
- S. The estimated Facility Expansion Costs, which includes the cost of the Facility Capacity Improvements, the costs of the acquisition of the Expansion Property and the City Interest Expense is \$46.2 million, and subject to the terms and conditions set forth herein, Owner shall contribute a maximum \$31.2 million towards the Facility Expansion Costs and the City shall contribute the remainder of the Facility Expansion Costs, which the City intends to finance in whole or in part with bond funds.
- T. Owner shall be entitled to a percentage of the 1.25 mgd of treatment capacity to serve the Estrella Property based on the percentage Owner’s contribution represents towards the Facility Expansion Costs. If the Facility Expansion Costs, which are anticipated to cost \$46.2 million, are in fact \$46.2 million, Owner’s allocation will be .844 mgd ( $(31.2 \div 46.2) \times 1.25$ ).
- U. The Parties intend for the wastewater development impact fees collected within the Service Area to be the sole source of funding used to provide reimbursements for the Impact Fee Eligible Improvements pursuant to the terms set forth in this Agreement.
- V. Estrella North and the City are entering this Agreement to set forth, among others, terms regarding the preparation of the Facility Master Plan; the conveyance of a portion of Owner’s Property needed for the Facility Capacity Improvements and for future expansions of the Facility; responsibilities for the design and construction of the Operational Improvements, the 2003 RVWRF Noise and Odor Improvements, and the Facility Capacity Improvements; the funding for such improvements; the allocation of the 1.25 mgd of additional treatment capacity generated by the Facility Capacity Improvements; the treatment of the additional effluent that will result from the Facility Capacity



Improvements; and reimbursements of wastewater development impact fees for Impact Fee Eligible Improvements.

- W. The City believes that the continued development of the Estrella Property is in the best interest of the City and the health, safety, and welfare of its residents and that the expansion of treatment capacity at the Facility will facilitate the continued development of the Estrella Property by providing infrastructure needed for wastewater service.
- X. This Agreement touches and concerns the Estrella Property, including the Owner's Property. The Parties intend for this Agreement to be a development agreement within the meaning of A.R.S. § 9-500.05.
- Y. The Mayor and Council of the City have authorized the execution of this Agreement by resolution, and all required public hearings, if any, have been held.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **AGREEMENT**

1. **Incorporation of Recitals.** The Parties agree that the Recitals stated above are true and correct and are incorporated herein by this reference.
2. **Definitions.** Capitalized terms not defined in the foregoing Recitals or elsewhere in this Agreement are defined as follows:
  - 2.1. "Cantamia Parcel" means the vacant property northeast of the southeast corner of Willis Road and Rainbow Valley Road currently identified as Maricopa County Assessor's Parcel Number 400-58-747C depicted in Exhibit A attached hereto and incorporated herein.
  - 2.2. "City Annual Reimbursement Amount" means the average annual debt service payment that will be owed under bonds to be issued by the City to finance the City's contribution towards the Facility Expansion Costs.
  - 2.3. "City Interest Expense" means the interest costs incurred by the City to fund its contribution towards the Facility Expansion Costs.
  - 2.4. "Contractor" means Felix Construction Company or the name of a replacement contractor who enters into a contract similar to the Felix Contract with the City for the completion of all or a portion of the Project.
  - 2.5. "Development Regulations" means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code); the Subdivision Regulations adopted by the City of Goodyear (currently

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

2.6. “EDU” or “Equivalent Dwelling Unit” means a unit of measure that standardizes all land use types (residential, commercial, and industrial) to the level of wastewater demand created by single family residential unit with a  $\frac{3}{4}$  inch water meter. For purposes of this Agreement, one EDU is equivalent to 140 gallons per day of wastewater treatment capacity. The Conversion Table attached hereto as Exhibit B shall be used to convert the water demands for developments requiring a water meter greater than  $\frac{3}{4}$  inch into EDUs.

2.7. “Estrella North LLC’s Successors and Assigns” means any person or entity that succeeds to or is assigned any interest in all or part of Owner’s Property except as provided in Section 27 below.

2.8. “Estrella Property” means all of the property subject to the Master Agreement.

2.9. “Expansion Property” means the real property needed for the Facility Capacity Improvements, which is depicted and legally described in that document titled 2.0 MGD Expansion Parcel Description attached hereto as Exhibit C.

2.10. “Facility” means the Rainbow Valley Wastewater Reclamation Facility located at 16699 S. Rainbow Valley Road, Goodyear, Arizona.

2.11. “Facility Buildout Footprint” means the property currently owned by the City upon which the existing Facility is located, the Expansion Property, and the Ultimate Buildout Area, which is legally described and depicted in the document titled Combined Parcel Description, attached hereto as Exhibit D.

2.12. “Facility Capacity Improvements” means the design and construction of improvements to the Facility to increase the treatment capacity of the Facility by 1.25 mgd.

2.13. “Facility Completion” means the later of the following dates: the date the Facility Capacity Improvements have been completed and accepted by the City Engineer subject to completion of the two-year warranty period; the date the City has remitted the final payment to the Contractor for the Facility Capacity Improvements; the date the City receives all full and final lien releases for work performed on the Facility; and the date the City has received all payments owed by Owner under the terms of this Agreement.

2.14. “Facility Expansion” means the design and construction of improvements to the Facility to increase the treatment capacity of the Facility by 1.25 mgd, which includes the acquisition of the Expansion Property.

2.15. “Facility Expansion Costs” means the costs of the design and construction of improvements to the Facility to increase the treatment capacity of the Facility by 1.25 mgd and the costs associated with the City’s acquisition of the Expansion Property.

2.16. “Facility Upgrades” means the design and construction of improvements that upgrade the Facility, which are not eligible for reimbursements but to be paid by the City, and include a portion of the LOMR/CLOMR attributable to the existing Facility that will need to be prepared for the Facility Buildout Footprint, an access road, a water pipeline, the rehabilitation of an existing clarifier, and other improvements that are not eligible to be funded by impact fees under A.R.S. § 9-463.05(B).

2.17. “Felix Contract” means that certain contract titled Felix Construction Company Rainbow Valley Water Reclamation Facility Expansion Solicitation Number 22-6046, Project Number 5077 and 60110 Design-Build Services Contract between the City of Goodyear, an Arizona municipal corporation and Felix Construction Company, an Arizona corporation as it may be amended by addenda, written modifications, amendments, GMP Packages and amendments thereto, and/or change orders, or as it may be replaced by a similar contract between the City and another contractor for completing all or a portion of the Project.

2.18. “GMP Package” means the documents executed by the City authorizing the completion of work included within the scope of the Felix Contract.

2.19. “Impact Fee Eligible Facility Expansion Costs” means the actual costs incurred in connection with the City’s acquisition of the Expansion Property, the actual costs of the design and construction of the Facility Capacity Improvements, and the City Interest Expense provided such costs are included in an Impact Fee Report for the Service Area and subject to the maximum reimbursement described in Section 8.1.

2.20. “Impact Fee Report” means a report adopted by the Mayor and Council of the City of Goodyear adopting development impact fees based on land use assumptions and the costs of infrastructure improvements included in an infrastructure improvements plan.

2.21. “Lien” means any monetary assessment against property including security interests recorded against property to secure any debt.

2.22. “Noise and Odor Improvements” means the improvements and controls required by applicable federal, state, or local regulations for allowing a 350-foot-wide set back from a sewer treatment facility capable of treating 1 mgd or more, which regulations are currently set out in A.A.C. R-18-9-B201.

2.23. “Owner” means Estrella North LLC and Estrella North LLC’s Successors and Assigns.

2.24. “Owner’s Property” means the property legally described in Exhibit E attached hereto.

2.25. “Parties” means the City and Owner collectively.

2.26. “Party” means either the City or Owner, as the context requires.

2.27. “Permitted Encumbrances” are those encumbrances recorded against the Expansion Property, the Ultimate Buildout Area, and/or the 350-foot-wide setback easement reflected in a title report obtained in connection with the conveyance of such property to the City that the City does not object to, which objections will be limited to those encumbrances that: (i) adversely impact the City’s use of the Expansion Property, the Ultimate Buildout Area, and/or 350-foot-wide setback easement for their intended purposes; (ii) will result in additional costs and or expense to the City; and/or (iii) bind the property to any sort of covenant, condition, or restriction regulating the use of the property.

2.28. “Project” means the preparation of the Facility Master Plan, the design and construction of the Operational Improvements, the design and construction of the 2003 RVWRF Noise and Odor Improvements, the design and construction of the Facility Upgrades, and the design and construction of the Facility Capacity Improvements.

2.29. “Reimbursement Eligible Entity” means the entity that pays any of the Facility Expansion Costs, which for reimbursements owed to Owner, shall be Estrella North LLC, a Delaware limited liability company, unless Estrella North LLC provides written notice and documentation showing that another entity has made payments for the Facility Expansion Costs or will be making payments for Facility Expansion Costs.

2.30. “Service Area” means the area identified in Impact Fee Report that will be served by the Facility.

2.31. “Ultimate Buildout” means the expansion of the Facility required to provide the Ultimate Treatment Capacity as described in the Facility Master Plan.

2.32. “Ultimate Buildout Area” means the additional land necessary for the expansion of the Facility, excluding the Expansion Area to be conveyed for the Facility Capacity Improvements pursuant to the terms of this Agreement, required to provide the Ultimate Treatment Capacity as described in the Facility Master Plan, which is described and depicted in that certain document titled Buildout Parcel Description attached hereto as Exhibit F.

2.33. “Ultimate Treatment Capacity” means the wastewater treatment capacity required at the Facility needed to serve the Estrella Property at full build-out and to serve the surrounding properties as described by the Facility Master Plan.

2.34. “Water Reclamation Impact Fee” refers to the portion of the wastewater development impact fees adopted by the Mayor and Council of the City of Goodyear attributable to the Impact Facility Eligible Reimbursement Costs bears to the overall adopted wastewater development impact fee. For instance, if the Impact Facility Eligible Reimbursement Costs represent 90% of the costs of all of the infrastructure improvements included in the calculation of the wastewater development impact fee in the Impact Fee Report for the Service Area, the Water Reclamation Impact Fee will be 90% of the wastewater development impact fee. Under the Land Use Assumptions Infrastructure Improvements Plan and Development Fee Report dated January 8, 2024 adopted by Resolution 2024-2378 by the Mayor and Council of the City of Goodyear on

January 8, 2024, the portion of the wastewater development impact fee for a single-family residence with a ¾” meter attributable to the Impact Fee Eligible Improvements is \$5,788.

3. **Effective Date.** The execution of this Agreement by the Parties and the approval of this Agreement by Resolution of the Goodyear City Council are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the date (“**Effective Date**”) that is the later of (i) the full execution of this Agreement by the Parties, and (ii) the date the Resolution of the Goodyear City Council approving this Agreement becomes effective.

4. **Expiration Date.** This Agreement shall expire after the obligations of the Parties, including any future obligations beyond the completion of the Facility Capacity Improvements, have been fully satisfied, at which time the Parties shall execute and cause to be recorded a formal termination of this Agreement following the written request by Owner. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

5. **Project Management, Cost Allocation, Capacity Rights.** The City and Owner agree as follows:

5.1. **Project Management.** The City will be responsible for the management of the Project, which includes ensuring compliance with Title 34 of the Arizona Revised Statutes; the negotiation and execution of the Felix Contract, which includes the negotiation and execution of all GMP Packages thereunder; overseeing the completion, pursuant to the terms of the Felix Contract, of the Operational Improvements, the Facility Master Plan, the 2003 RVWRF Noise and Odor Improvements, the Facility Upgrades, and the design and construction of improvements to increase the treatment capacity of the Facility by 1.25 mgd; and for making all payments owed under the Felix Contract.

5.1.1. The City shall enter into GMP Package(s) that includes the design and construction of the 2003 RVWRF Noise and Odor Improvements.

5.1.2. The City shall enter into GMP Package(s) that include the design and construction of the Facility Upgrades.

5.1.3. The City shall enter into GMP Package(s) for the design and construction of the Facility Capacity Improvements and shall ensure that the design of the Facility Capacity Improvements will provide additional treatment capacity of at least 1.25 mgd for a total treatment capacity following the completion of the Facility Capacity Improvements of 2.0 mgd, which will include Noise and Odor Improvements, and will produce the highest quality effluent (currently Class A+ effluent) as defined by the Arizona Department of Environmental Quality in Rule RI 8-11-303 of the Arizona Administrative Code.

5.1.4. The City shall assign a project manager to coordinate with Contractor and Owner on the Project (the “**City Project Manager**”). The City Project Manager shall be:

Name:	Lisa Melton
E-Mail:	<a href="mailto:lisa.melton@goodyearaz.gov">lisa.melton@goodyearaz.gov</a>

Direct Work Phone Number: (623) 882-7965

The City may, in its sole discretion, substitute a new City Project Manager at any time upon written notice provided to Owner pursuant to Section 25 below providing at a minimum, the name of the new City Project Manager, his/her e-mail address, and his/her direct work phone number.

5.1.5. The City will use best efforts, not involving efforts that would result in an increase in the Facility Expansion Costs or the 2003 RVWRF Noise and Odor Improvements, to cause the Facility Capacity Improvements and the 2003 RVWRF Noise and Odor Improvements to be completed and operational by December 31, 2026.

5.1.6. Upon written request by Owner, which requests shall be made no more than once a month, the Director of the Goodyear Water Department or his/her designee will meet with a representative of Owner designated in the required written request to discuss the status of the Project or any portion thereof, including milestones and anticipated completion date.

5.2. Cost Allocation – Felix Contract. The City and Owner agree the costs of the Project shall be allocated as follows:

5.2.1. Operational Improvements. The City is responsible for the costs of the design and construction of the Operational Improvements, which the Parties agree have been completed and have been paid for by the City and which are not subject to reimbursement.

5.2.2. Facility Upgrades. The City is responsible for the costs of the design and construction of the Facility Upgrades, which are not eligible for reimbursement. Payments for the costs of the Facility Upgrades shall be made as set forth in Section 7.2 below.

5.2.3. Facility Master Plan. The Parties agree that the Facility Master Plan has been completed and has been paid for with funds from the wastewater development impact fees collected within the Service Area, and which is not eligible for further reimbursement.

5.2.4. Noise and Odor Improvements. Owner is responsible for the costs of the design and construction of the 2003 RVWRF Noise and Odor Improvements, which are not eligible for reimbursement. Payments for the costs of the 2003 RVWRF Noise and Odor Improvements shall be made as set forth in Section 7.1 below.

5.2.5. Facility Capacity Improvements. The Owner and City are responsible for the costs of the Facility Capacity Improvements and payments for the cost of Facility Capacity Improvements shall be made as set forth in Section 7.4 and the subsections therein.

5.3. Maximum Contribution. Owner is responsible for a maximum contribution of \$31.2 million for the Facility Expansion Costs and the City is responsible for the balance of the Facility Expansion Costs.

5.4. Treatment Capacity. Owner shall be entitled to a percentage of the 1.25 mgd of treatment capacity to serve the Estrella Property based on the percentage Owner's contribution represents to the overall Facility Expansion Costs. The allocation of treatment capacity will be

converted to EDUs. For example, if the total Facility Expansion Costs are \$46.2 million and Owner contributes \$31.2 million toward the cost, Owner's allocation will be .844 mgd ( $(31.2 \div 46.2) \times 1.25$  mgd) or 6030 EDUs ( $844,000 \div 140$ ). The City shall be entitled to a percentage of the 1.25 mgd of treatment capacity based on the percentage the City's contribution represents to the total Facility Expansion Costs. For example, if the total Facility Expansion Costs are \$46.2 million, and the City contributes \$15 million towards the cost, the City's allocation will be .406 mgd ( $(15.0 \div 46.2) \times 1.25$ ) or 2900 EDUs ( $406,000 \div 140$ ). Following the completion of the Facility Capacity Improvements, the Parties agree to execute an amendment to this Agreement that allocates the treatment capacity resulting from the Facility Capacity Improvements (1.25 mgd) based on the percentage the Parties respective contributions represent towards the Facility Expansion Costs.

5.5. Effluent Capacity. The Parties agree that Owner shall have the right to effluent that will be generated from the additional treatment capacity resulting from the Facility Capacity Improvements (1.25 mgd) for use within the Estrella Property subject to the terms and conditions in the Master Agreement as modified by any subsequent development agreement related to effluent rights. Should the City decide, in its sole discretion, to sell effluent generated by development outside the Estrella Property using the treatment capacity resulting from the Facility Capacity Improvements, the City shall give Owner the first right of refusal to purchase such effluent subject to such terms and costs as established by the City in its sole discretion.

6. Conveyances. Subject to the terms and conditions set forth herein, Owner agrees to convey the Expansion Property and the Ultimate Buildout Area to the City, lien free, and free of all other encumbrances except the Permitted Encumbrances. The Ultimate Buildout Area shall be conveyed in phases as the Facility is expanded to Ultimate Buildout.

6.1. Expansion Property Conveyance. In exchange for the City's payment of the fair market value of the Expansion Property, Owner shall convey the Expansion Property to the City. The Expansion Property shall be conveyed to the City Lien free and free of all encumbrances except the Permitted Encumbrances. The funds the City pays in connection with its acquisition of the Expansion Property are part of the overall Facility Expansion Costs and Owner shall pay the City 67.5% of the acquisition costs of the Expansion Property ("**Owner's Acquisition Costs**"). Owner's Acquisition Costs may be used as an off-set against progress payments owed pursuant to Section 7.4 in which case the amount of the offsets shall be treated as a reimbursement towards Owner's \$31.2 million required contribution towards the Expansion Costs reducing the EDUs allocated under this Agreement by 1 EDU per \$5788 of the offset amount.

6.2. Conveyance Process. The City shall order a title report that includes the Expansion Property; and, to establish the fair market value of the Expansion Property, the City shall obtain an appraisal from an appraiser agreed upon by Parties of the Expansion Property. Owner shall, at Owner's cost and expense, take all actions needed to remove all Liens and all encumbrances except the Permitted Encumbrances. At the request of the City Engineer and following the determination of the City Engineer that all Liens and encumbrances except the Permitted Encumbrances have been removed from the Expansion Property and subject to the City's payment to Owner of the Fair Market Value of the Expansion Property, Owner shall convey to the City the

Expansion Property, which shall be conveyed by special warranty deed, and the 350-foot-wide setback easement, if required, which shall be in a form approved by the City Attorney.

6.3. Ultimate Buildout Area Conveyance. Subject to the terms set forth herein, Owner shall convey to the City the portion(s) of the Ultimate Buildout Area as needed for future expansion of the Facility when requested by the City, which shall be conveyed by special warranty deed, lien free and free of all encumbrances except the Permitted Encumbrances. The City shall pay Owner the fair market value of the property acquired. Unless otherwise modified by written agreement of the Parties, the same process set forth in Section 6.2 for the conveyance of the Expansion Property shall apply to the conveyance of the Ultimate Buildout Area or portions thereof needed for the expansion of the Facility.

6.4. Setback Easement. Following the completion of the 2003 RVWRF Noise and Odor Improvements, Owner and the City shall take whatever actions are needed to execute a 350-foot-wide setback easement around the entirety of the Facility Buildout Footprint preventing development within the setback easement area. If not already in place, Owner shall convey to the City, at no cost, lien free, and free of all encumbrances except for the Permitted Exceptions, an easement as needed so that the City has a full 350-foot-wide setback easement around the entirety of the Facility Buildout Footprint. The City shall terminate the portions of its existing Odor Control Easement outside the boundaries of the 350-foot-wide setback easement around the entirety of the Facility Buildout Footprint preventing development within the setback easement area. At the City's request, and if all of the owners of the property where the 350-foot-wide setback easement will be located, agree, instead of undertaking the modifications described above, the City shall, upon receipt of 350-foot-wide setback easement(s) from all of the owner(s) of the property where the 350-foot-wide setback easement will be located, terminate the City's existing Odor Control Easement. The form of the 350-foot-wide set back easement shall be in a form provided by the City Attorney or his designee.

6.5. Access Easement. To reduce the costs of the Project, the City will, at its own expense, construct another access road that provides access to the Facility off of Willis Road. This access road shall be a minimum of twenty-four feet (24') wide and shall generally run from the northern boundary of access road to Fire Station 186 located east of the Facility, along the western boundary of the Fire Station Site 186 and then along the southern boundary of the Facility as generally depicted in that certain document titled Overall Site Plan attached hereto as Exhibit G attached hereto. Owner shall dedicate to the City, at no cost to the City, lien free and free of all encumbrances except for Permitted Exceptions, an exclusive access easement authorizing the City's construction, operation, maintenance, repair, removal, and replacement of access improvements as determined by the City and providing for ingress and egress to the Facility from Willis Road. The form of the easement shall in in a form approved by the City Attorney or his designee.

6.6. Owner's Development Outside the Facility Buildout Footprint. The City agrees that the portion of Owner's Property outside of the Facility Buildout Footprint and a 350-foot wide setback easement adjacent to the boundaries of the Facility Buildout Footprint will not be needed for future expansion of the Facility, and subject to all existing easements, including the 350-foot wide setback easement to be conveyed pursuant to the terms of this Agreement, Owner may pursue development of land surrounding the Facility that is outside the boundaries of the Facility Building



Footprint and the 350-foot wide setback easement that is to be conveyed pursuant to the terms of this Agreement.

6.7. Modification of Easements. Following the completion of the Facility Capacity Improvements and the completion of the Noise and Odor Improvements, the City and Owner agree to execute any future modifications, terminations, or partial terminations of the Odor Control Easement necessary so that development may occur outside of the Facility Buildout Footprint and the required 350-foot Setback Easement.

6.8. Prohibition of Development. Owner agrees that the City shall not approve any development applications, including final plats, site plans, or building permits, for development within the portion of Owner's Property located within the 350-Foot Setback Easement that is to be conveyed to the City pursuant to Section 6.4 of this Agreement.

7. Payment Terms and Financial Assurances. The City and Owner agree the following terms shall apply for the payment of the costs of 2003 RVWRF Noise and Odor Improvements, the costs of the Facility Upgrades, the cost of Facility Master Plan and preliminary design work, the cost of the Facility Capacity Improvements and the financial assurances required to secure the payments for the Facility Expansion Costs.

7.1. 2003 RVWRF Noise and Odor Improvements. Owner is solely responsible for the costs of the design and construction of the 2003 RVWRF Noise and Odor Improvements, which are estimated to cost \$3.8 million. The City shall invoice Owner for the amount reflected in invoices the Contractor submits to the City for work performed on the design and construction of the 2003 RVWRF Noise and Odor Improvements. Owner shall remit the payment for such invoices within thirty (30) calendar days of the date of the City's invoice.

7.2. Facility Upgrades Payments. The City is solely responsible for the costs of the design and construction of the Facility Upgrades. The City shall timely remit payments to the Contractor for the amounts reflected in invoices the Contractor submits to the City for work performed on the design and construction of the Facility Upgrades.

7.3. Facility Master Plan and Design Payments. The Parties agreed that the City was and is entitled to use the wastewater development impact fees collected prior to the Effective Date to pay costs associated with the Facility Master Plan and design of the Facility Capacity Improvements. After the Effective Date, and, subject to the terms and conditions set forth herein, Owner shall pay a maximum of \$31.2 million towards the Facility Expansion Costs, which is estimated to be \$46.2 million, and the City shall pay the remainder of the Facility Expansion Costs.

7.4. Progress Payments for Facility Capacity Improvements. The City shall timely remit payments to the Contractor for the amounts reflected in invoices the Contractor submits to the City for work performed on the design and construction of the Facility Capacity Improvements. The City will provide monthly invoices to Estrella for Owner's pro rata share of progress payments owed for the work completed on the design and construction of the Facility Capacity Improvements. Owner shall, subject to any offsets described below, pay 67.5% of the progress payments, which represents the Owner's pro-rata shares of the costs of the Facility Capacity Improvements based on Owner's required contribution of \$31.2 million and assuming the actual

Facility Expansion Costs are \$46.2 million. Owner shall remit the payment for such invoices within thirty (30) calendar days of the date of the City's invoice.

7.4.1. True Up. Upon completion of the Facility Capacity Improvements, the City shall issue an invoice to Owner billing Owner for the difference between Owner's required maximum contribution of \$31.2 million and the combined total of the progress payments Owner paid pursuant to the terms set forth in Section 7.4 and the total of the offsets applied pursuant to Sections 6.1, 8.2 and 8.3.2.1 to invoices for progress payments for which Owner was responsible for paying (\$31.2 million – (total progress payments made + total off-sets)). The City shall invoice Owner for any additional amounts owed hereunder and Owner shall remit payment within 30 days of receipt of the invoice.

7.5. Financial Assurances. To secure Owner's payment obligation for the Facility Expansion Costs, Owner shall provide the City with a payment bond in the amount of \$15.6 million insuring Owner's commitment to make the payments for the Facility Expansion Costs Owner is required to contribute under the terms of this Agreement. Once Owner has expended \$15.6 million towards the Facility Expansion Costs, Owner, may request a bond reduction to \$7.8 million (50% of Owner's remaining obligation). Owner shall be entitled to one more bond reduction request. The amount of the payment bond following the second bond reduction request shall not be less than 50% of Owner's remaining obligations towards the Facility Expansion Costs. (For example, if the amount of the payment bond after the first reduction was \$7.8 million because Owner's remaining obligations was \$15.6 million and Owner has contributed another \$7.8 million towards the Facility Expansion Costs, Owner could ask that the amount of the payment bond be reduced by \$3.9 million  $((\$31.2 - \$15.6 - 7.8) \times .50)$ . Notwithstanding anything to the contrary in this Agreement, if Owner fails to make any of the payments owed under this Agreement, the City shall be entitled to withhold building permits and/or approvals of final plats and site plans until Owner has made all payments owed under this Agreement.

8. Reimbursements and Offsets. Subject to the terms and conditions set forth herein, the Parties agree that Water Reclamation Impact Fees are to be the sole source of reimbursement for the Impact Fee Eligible Facility Expansion Costs. The reimbursements required under this agreement include Water Reclamation Impact Fees that are used to offset amounts invoiced for the costs of Facility Capacity Improvements and direct payments of Water Reclamation Impact Fees.

8.1. Maximum Reimbursement Amounts. The total of the reimbursements provided in this Section 8, including all subsections therein, of this Agreement shall not exceed the lesser of the following: (i) the combined total of the actual cost of Facility Capacity Improvements, the actual costs of the Expansion Property, and the City Interest Expense and (ii) the combined total of the amounts for the Facility Capacity Improvements, the costs of the Expansion Property, and the City Interest Expense, as reflected in the adopted Impact Fee Report subject to future IIP amendments as set forth in Section 10. (The Parties recognize that the titles in the adopted Impact Fee Report do not mirror the definitions used herein, but the descriptions in the adopted Impact Fee Report correspond to the descriptions of the definitions used in this Agreement.)

8.2. Wastewater Development Impact Fees Collected Before April 1, 2024. The City is segregating the wastewater development impact fees collected before April 1, 2024 (the "Pre-

**April 1, 2024 WWDIF**") from those collected after April 1, 2024, the effective date of the new wastewater development impact fees adopted by Resolution 2024-2378 (the "**Post-April 1, 2024 WWDIF**"). The balance of the Pre-April 1, 2024 WWDIF as of the Effective Date of this Agreement shall be used to offset the progress payments the City and the Owner owe for the costs of the Facility Capacity Improvements, with 67.5% of the funds being used to offset Owner's progress payments and 32.5% of the balance being used to offset the City's progress payments. The City will distribute the wastewater development impact fees to the Contractor to pay the offset amounts. The amount of the offsets shall be treated as a reimbursement towards Owner's \$31.2 million required contribution towards the Expansion Costs reducing the EDUs allocated under this Agreement by 1 EDU per \$5788 of offset amounts.

8.3. Reimbursement Terms Following the Distribution of the Fund Balance. Following the disbursement of the wastewater development impact fee fund balance described in Section 8.2 above, reimbursements for the Impact Fee Eligible Facility Expansion Costs incurred by the City and Owner will be provided as follows.

8.3.1. Reimbursements to City. To allow the City to cover the annual debt service (principal and interest) for the debt associated with the City's funding of its obligations for the Facility Expansion Costs, the City shall be entitled to receive all Water Reclamation Impact Fees collected during each calendar year until the City has received the City Annual Reimbursement Amount. The Water Reclamation Impact Fees owed hereunder shall be disbursed to the City on at least a quarterly basis. The City Annual Reimbursement Amount is currently estimated to be \$1,210,000. This amount is calculated on the City's contribution towards the Facility Expansion Costs being \$15,000,000 with an interest rate of 5% and a payback period of twenty (20) years. Under the wastewater development impact fees for the Service Area adopted on January 8, 2024 by Resolution 2024-2378, the City Annual Reimbursement Amount of \$1,210,000 represents the current Water Reclamation Impact Fees of \$5788 for approximately 209 single family residential ("**SFR**") buildings with a  $\frac{3}{4}$  inch water meter within the Service Area ( $\$1,210,000 \div \$5788$ ). The City and Owner acknowledge that the Water Reclamation Impact Fees collected between April 1, 2024 and March 31, 2026 may be less than the newly adopted Water Reclamation Fees because of the statutory provisions that limit the ability of the City to collect the newly adopted wastewater impact fees for a two-year period if certain conditions are met and because the waiver of the moratorium set forth in Section 10.1 will not apply to property within Estrella that is not owned by Owner.

8.3.1.1. Shortfalls. If the Water Reclamation Impact Fees collected in a given calendar year are not sufficient to cover the City Annual Reimbursement Amount, the unpaid balance of the City Annual Reimbursement Amount owed will be carried over to the following years until the City recovers the shortfalls. For example, if Water Reclamation Impact Fees under the recently adopted wastewater development impact fees were collected for only 189 SFR buildings with a  $\frac{3}{4}$  meter in a given month, there would be a shortfall in the City Annual Reimbursement Amount of \$116,068 ( $\$1,210,000 - (5788 \times 189)$ ). In such case, the City would receive all Water Reclamation Impact Fees collected within the Service Area the following calendar year until the City has received \$1,326,068 ( $\$1,210,000 + \$116,068$ ).

8.3.1.2. Change in City Annual Reimbursement Amount. Following the completion of the Facility Capacity Improvements and the payment of all outstanding monies due

the Contractor for the Facility Capacity Improvements, City staff will recalculate the City Annual Reimbursement Amount using the actual costs of the Facility Expansion Costs and the actual interest rate. If the city's contribution towards the Facility Expansion Costs and/or the interest rate increases or decreases, the amount of the City Annual Reimbursement Amount will be increased or decreased accordingly. The City shall notify Owner in writing of any change in the City's contribution towards the costs of the Facility Capacity Improvements, the costs of the acquisition of the Expansion Property and/or in its interest costs and the impact on the amount of the City Annual Reimbursement Amount. If the City Annual Reimbursement Amount increases resulting in shortfalls from earlier years, the shortfalls will be collected during the calendar year the shortfalls were identified. If the Water Reclamation Impact Fees collected during that calendar year are not sufficient to cover the City Annual Reimbursement Amount and all shortfalls, the shortfalls shall be carried over to the following years until the City recovers all shortfalls.

8.3.2. Reimbursements to Owner. Subject to the terms and conditions set forth herein, Owner shall be entitled to receive all Water Reclamation Impact Fees collected during each calendar year after the City has received the City Annual Reimbursement Amount and all shortfalls. The City shall distribute the Water Reclamation Impact Fees to Owner on at least a quarterly basis as set forth below.

8.3.2.1. Pre-Completion. The distributions of Water Reclamation Impact Fees to Owner before the Facility Capacity Improvements have been completed shall be in the form of offsets to amounts Owner owes for progress payments as described in Section 7.4 and the subsections therein. The City will use Water Reclamation Impact Fees to pay the Contractor the offset amount. For example, if Owner is responsible for a progress payment of \$125,000 and there is \$25,000 of Water Reclamation Impact Fees remaining in the wastewater development fee fund balance after the City has been reimbursed the City Annual Reimbursement Amount and all shortfalls, the \$125,000 progress payment would be offset by \$25,000 leaving Owner owing \$100,000. The City will use the \$25,000 offset to pay the balance of the progress payment owed. The amount of the offsets shall be treated as a reimbursement towards Owner's \$31.2 million required contribution towards the Expansion Costs reducing the EDUs allocated under this Agreement by 1 EDU per \$5788 of offset amounts.

8.3.2.2. Post-Completion. The distributions of Water Reclamation Impact Fees to Owner after the Facility Capacity Improvements have been completed shall be in the form of direct payment of Water Reclamation Impact Fees.

8.3.3. Allocation Reductions. Each Party's allocation of EDUs shall be reduced by 1 EDU per \$5788 of Water Reclamation Impact Fees disbursed to the Party and by 1 EDU per \$5788 of Water Reclamation Impact Fees used to pay the Contractor for offsets to progress payments owed by the Party as described in Sections 8.2 and 8.3.2.1 and Owner's allocation of EDUs shall be reduced by 1 EDU per \$5788 of offsets applied toward Owner's Acquisition Costs as described in Section 6.1.

8.3.4. City Commitment of EDUs. Notwithstanding anything to the contrary, the City shall have the right to commit its EDUs to development outside of the Estrella Property upon approval of a final plat for such property. The City shall be entitled to retain the money paid,

which will reduce the amount of reimbursement the City is owed under this Agreement for its contribution toward the Facility Expansion Costs.

8.3.4.1. Cantamia Parcel. Subject to the terms set forth herein and subject to the City having uncommitted EDUs available, the City agrees to commit a maximum of 130 EDUs to development within the Cantamia Parcel. Specifically, the City agrees that on a calendar year basis, after the city has been reimbursed the City Annual Reimbursement Amount and any shortfalls from prior years, the City shall retain Water Reclamation Impact Fees collected under the Land Use Assumptions Infrastructure Improvements Plan and Development Fee report dated January 8, 2024 adopted by Resolution 2024-2378 as it may be amended or replaced in the future collected from single-family residential units within the Cantamia Parcel and the City's EDU allocation will be reduced by one EDU for each single-family residential unit for which such Water Reclamation Impact Fees were collected. Nothing herein shall be construed to prevent Owner from committing EDUs from Owner's EDU allocation to the Cantamia Parcel.

8.3.4.2. Owner's Right to City's EDU Allocation. Once Owner's allocation of EDUs has been reduced by 75%, Owner has the right to purchase EDUs of City's capacity for \$5788 per EDU as needed to serve property within an approved pre-plat in the Estrella Property up to the amount of City's available and uncommitted capacity at the time Owner requests such purchase. In the event such pre-plat approval expires, Owner loses the right to such capacity purchased from the City and any funds paid to the City by the Owner, under this section, will be refunded to the Owner within 30 days.

8.4. Platting. While the Facility Capacity Improvements are under design and construction, the City agrees to process final plats as if the additional treatment capacity that will result from the Facility Capacity Improvements exists. That is, during the design and construction of the Facility Capacity Improvement, the City will treat the capacity that will result from the Facility Capacity Improvements as if it were existing and will not withhold approval of final plats because the Facility Capacity Improvements have not been completed. Although EDUs are allocated to Owner and the City when reimbursements are received, the allocation of EDUs does not impact the City's authority to withhold approvals of site plans and final plats for development within the Estrella Property to be served by the Facility Capacity Improvements or to impose conditions of approval of site plans and for the recordation of such final plats once the cumulative total of all lots within approved final plats and wastewater demands for development within approved site plans reaches the total number of EDUs that will result from the Facility Capacity Improvements. If the City deems it necessary to comply with the requirements of applicable regulatory authorities, the City shall be entitled, without liability to the City, to withhold approval of final plats and site plans and/or to impose conditions for the approval of site plans and the recordation of final plats.

8.5. Assignment. Reimbursement Eligible Entities shall be allowed to assign the rights to such reimbursement subject to the Reimbursement Eligible Entity having executed in writing an Assignment of Reimbursement Rights (the "**Assignment**"), which shall be in a form provided by the City. The Assignment shall include the assignee's contact information and bank routing information and shall be subject to the terms of the reimbursement provisions in Section 8, including all subsections therein, of this Agreement.

9. **Excess Capacity.** After Owner and City have been fully reimbursed for their respective contributions under this Agreement and assuming that the City has not undertaken any improvements that would result in an increase in treatment capacity in excess of 2 mgd that will exist at the Facility following the completion of the Facility Capacity Improvements, the City will retain a third party to evaluate whether there is any remaining treatment capacity at the Facility. Owner agrees to pay 67.5% of the cost of the study. If there is, the remaining capacity will be allocated between Owner and City based on the percentage their respective contributions represent to the Facility Expansion Costs.

10. **Adoption of Impact Fees.** On January 8, 2024, in Resolution No. 2024-2378, the City adopted new impact fees, including new wastewater development impact fees for the Service Area, based on an Infrastructure Improvement Plan (“IIP”) that serves as the basis for development impact fees adopted by the City on October 16, 2023. The IIP includes approximately \$46.2 million for the Facility Capacity Improvements and the costs of the acquisition of the Expansion Property and \$6.3 million for the cost of the City Interest Expense. Owner supported the adoption of the wastewater development impact fees and the underlying IIP. If the final costs of the foregoing exceed the amounts reflected in the IIP adopted on October 16, 2023 and in the wastewater development impact fees adopted by the City on January 8, 2024 by Resolution 2024-2378, the City agrees, to the extent permitted by law, to amend its IIP to reflect the actual cost of the Facility Capacity Improvements, the costs of the Expansion Property acquisition, and the City Interest Expense and, to the extent permitted by law, adopt and collect wastewater development impact fees for the Service Area that include the actual cost of the Facility Capacity Improvements, the cost of the Expansion Property acquisition, and the City Interest Expense.

10.1. **Waiver of Impact Fee Moratorium.** To insure the ability of the City and Owner to be reimbursed the costs they have expended on the Facility Expansion Costs, Owner expressly waives its rights under A.R.S. § 9-463.05(F), with respect to the fees adopted on January 8, 2024 in Resolution No. 2024-2378, which provides for the deferral of any new development impact fee and the deferral of the amount of any increase in a modified development impact fee for a period of time (the “**Moratorium Period**”), as applied to the collection of wastewater development impact fees within Owner’s Property. Owner shall pay the full amount of wastewater development impact fees adopted in Resolution No. 2024-2378 regardless of when such fees were adopted. During the Moratorium Period, Owner shall notify all subsequent purchasers of all or part of Owner’s Property of this waiver. Owner shall defend, indemnify and hold harmless the City, its employees, elected officials, agents and consultants for, from and against any and all claims, demands, liens, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court or arbitration costs) arising from or related in any way to allegations of a violation of A.R.S. § 9-463.05(F).

11. **Legislative Changes.** The provisions of Section 10 and the subsections therein and the reimbursement obligations set forth in Section 8 and all subsection therein shall be of no force or effect if any future legislation or court order (i) eliminates the ability of the City to adopt development impact fees; (ii) temporarily or permanently reduces the amount of development impact fees that can be assessed; (iii) eliminates the ability of the City to collect development impact fees; and/or (iv) temporarily or permanently reduces the amount of adopted development fees that can be collected. Owner further agrees that if the provisions in Section 8 and all subsections therein

and/or the provisions in Section 10 and all subsections therein are inconsistent with future legislation related to development impact fees or with any court decision interpreting the requirements of any legislation related to development impact fees, the Agreement shall be amended as needed to comply with such legislation and/or court decision. If this occurs, the City agrees to work in good faith with Owner to identify alternative mechanisms to provide reimbursements to the City and Owner for the Facility Expansion Costs that are not inconsistent with then current legislation.

12. **Limitation – Responsibility for Adoption and Collection of Development Impact Fees.** Owner expressly acknowledges the adoption of development impact fees is subject to the requirements of state law and provisions in state law and any changes made thereto may impact the adoption and/or collection of development impact fees and that adopted development impact fees may not provide for the recovery of the full cost of constructing the Impact Fee Eligible Improvements. Owner agrees that the City’s sole responsibility for providing reimbursements for the costs incurred for the Impact Fee Eligible Improvements that were not paid by the City using wastewater development impact fees is to adopt, subject to the requirements and limitations set forth in state law, wastewater development impact fees that include the Impact Fee Eligible Improvements; to collect, subject to requirements and limitations of state law, the adopted wastewater development impact fees; and to distribute, subject to the requirements and limitations of state law, the collected wastewater development impact fees as provided for in Section 8 and all subsections therein and in Section 10 and all subsections therein.

13. **Waiver Of Claims.** The City cannot guarantee full reimbursements for the costs incurred by any Reimbursement Eligible Entity for the Impact Fee Eligible Improvements. Although the City has agreed to make a good faith effort to provide reimbursements for the costs of such Impact Fee Eligible Improvements pursuant to the terms and conditions set forth in this Agreement, the City cannot guarantee such reimbursements. Except as provided herein, Owner, including any Reimbursement Eligible Entity, expressly waives any and all claims it may have against the City for reimbursement for the costs incurred by any Reimbursement Eligible Entity for the Impact Fee Eligible Improvements. The waiver of claims set forth herein does not apply to claims arising from the City’s failure to adopt and/or collect wastewater development impact fees as permitted by state law or to claims arising from the City’s failure to reimburse a Reimbursement Eligible Entity for wastewater development impact fees collected by the City within the Service Area. The provisions of this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. **No Interest.** Owner agrees that no interest will accrue or be owed for any reimbursements to be provided pursuant to the terms of this Agreement.

15. **Future Expansions of the Facility.** Owner is responsible for the costs of planning, designing, and constructing wastewater facilities to serve the Estrella Property. The expansion of the Facility contemplated by this Agreement will not result in the Facility providing all the treatment capacity needed to serve the Estrella Property, which includes Owner’s Property, and future expansions of the Facility will be required to do so. All future expansions of the Facility shall include Full Noise, Odor and Aesthetic controls that are required to limit the Set Back Area for the Facility to 350 feet from the Facility to the nearest private property line as described in R18-9-B201(I). Except as otherwise provided in a development agreement between City and

Owner approved by the Mayor and Council of the City of Goodyear, Owner shall be responsible for paying the costs of the design and construction of all future expansions of the Facility needed to serve the Estrella Property (the “**Future Estella Facility Expansion Costs**”) and, subject to the terms and conditions set forth in this Agreement, Owner agrees to convey the portion of the Ultimate Buildout Area needed for future expansions of the Facility needed to serve the Estrella Property and surrounding properties as reflected in the Master Plan. All future expansions of the Facility will be designed and constructed by the City. Owner understands and agrees that the City will undertake the design and construction of future expansions of the Facility within the time frame required by the regulatory authority with legal authority to regulate wastewater facilities and Owner will be required to pay the costs of such future expansions subject to reimbursements from adopted development impact fees as provided and authorized by state law. The proportion of the costs of the design or construction for future expansions of the Facility that will result in treatment capacity that will be used to provide wastewater service to property outside of the Estrella Property shall be the sole responsibility of the City.

16. **Continued Service.** The design and construction of the Facility Improvements shall not adversely impact service to existing development within the Estrella Property.

17. **Operation and Maintenance.** The City shall, at the City's sole cost and expense, operate, and maintain the Facility at all times.

18. **No Obligation to Develop.** Nothing contained herein shall be deemed to obligate Owner to develop any portion of Owner’s Property.

### **GENERAL TERMS**

19. **Entire Agreement.** This Agreement, constitutes the sole and entire agreement between the Parties with respect to the matters covered herein and supersedes any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

20. **Existing Agreements.** Except as expressly provided herein, this Agreement is not intended to nor does it affect the Parties’ rights or obligations under any other existing agreements between the Parties governing the development of Owner’s Property, nor does it affect the application of the City’s ordinances, rules, regulations, policies, and practices otherwise applicable to the development of Owner’s Property.

21. **Exhibits.** All exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

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

23. **Amendments.** This Agreement shall only be modified, amended or restated by a written amendment executed by the Owner(s) and City. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be approved by the City



Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

24. **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.

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

<p><b>The City:</b>  City of Goodyear  Attn: City Manager  1900 N. Civic Square  Goodyear, Arizona 85395</p>	<p><b>Owner:</b>  Estrella North LLC  Attn: Tim Brislin  17700 North Pacesetter Way  Scottsdale, Arizona 85225  Email: <a href="mailto:tbrislin@harvardinvestments.com">tbrislin@harvardinvestments.com</a></p>
<p><b>copy to:</b>  City of Goodyear  Attn: Development Services Director  1900 N. Civil Square  Goodyear, Arizona 85395</p>	<p><b>copy to:</b>  Bergin, Frakes, Smalley &amp; Oberholtzer PLLC  Attn: Carolyn Oberholzer  4343 East Camelback Road, Suite 210  Phoenix, Arizona 85018  Email: <a href="mailto:coberholtzer@bfsolaw.com">coberholtzer@bfsolaw.com</a>  Phoenix: 602-888-7860</p>
<p><b>copy to:</b>  City of Goodyear  Attn: City Attorney  1900 N. Civic Square  Goodyear, Arizona 85395</p>	

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

26. **Covenants Running With The Land.** Except as provided in Section 27, the rights and duties under this Agreement shall be for the benefit of, and a burden upon, Owner’s Property, and they shall be covenants running with the land.

27. **Termination Of Agreement As To Certain Property.** 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 Owner’s Property on: (i) any portion of Owner’s Property conveyed

to the City; (ii) any portion of Owner's Property conveyed to any Political Subdivision; (iii) any portion of Owner's Property conveyed to a home owner's association that will be used solely for landscaping, private streets, drainage, or amenities for members of the home owner's association (iv) any portion of Owner's Property conveyed to a commercial project or multifamily project for which a certificate of occupancy has been issued; and (v) any lot within Owner's 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 the owners of such portions of Owner's Property are not Successors and Assigns under this Agreement (collectively i-v above are referred to as the "**Released Property**"). The Parties agree that this Agreement shall terminate without the execution or recordation of any further document or instrument as to the Released Property and the Released Property shall automatically be released from and no longer be subject to or burdened by the provision of this Agreement without the requirement of any further action by any Party.

28. **No Agency Or Partnership.** Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

29. **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.

30. **Computation Of Time.** Any reference to a "**day**" in this Agreement shall mean a City business day unless otherwise noted. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

31. **Defaults And Remedies.** Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party shall 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. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Agreement.

32. **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.

33. **Mediation.** If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The terms of this Section 33 shall survive the expiration or earlier termination of this Agreement.

34. **WAIVER OF JURY TRIAL.** UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Section 34 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement.

35. **LIMITATION ON CLAIMS.** IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT. The terms of this Section 35 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

36. **Limitation On Personal Liability.** No City Council member, official, representative, agent, attorney, or employee of the City (collectively “**City Representatives**”) shall be personally liable to any Party or to any successor in interest to any Party, in the event of any non-performance or breach by the City or for any obligation of the City under the terms of this Agreement. The terms of this Section 36 limiting the personal liability of City Representatives shall survive the expiration and/or termination of this Agreement.

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

38. **Fair Interpretation.** The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 38 shall survive the expiration or earlier termination of this Agreement.

39. **Choice Of Law, Venue, And Attorney's Fees.** In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Section 39 shall survive the expiration or earlier termination of this Agreement.

40. **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 Section 40 to other provisions in the Agreement.

41. **Representations And Warranties Of Owner.** As of the date of the execution of this Agreement, Owner represents and warrants the following:

41.1. **Ownership.** Estrella North LLC, a Delaware limited liability company is the owner of Owner's Property and has the full right and authority to submit its interest in Owner's Property to the obligations hereunder. Owner holds title free and clear of all liens other than liens for taxes not yet due and payable and matters of record.

41.2. **Authorization.** Owner is a Delaware limited liability company qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement as authorized by the manager of Owner, and

Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

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

42. **Representations And Warranties Of City.** As of the Effective Date of this Agreement, the City represents and warrants the following:

42.1. **Approval.** City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

42.2. **Authorization.** City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

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

44. **Page Numbering.** The page numbering of this document is exclusive of the Exhibits attached hereto.

45. **Estoppel Certificate.** By written request submitted to the City Attorney, Owner may request the City Manager to provide Owner and Estoppel Certificate as described herein. The City Manager shall, within fifteen (15) calendar days from the date the City Attorney receives such request, respond to Owner and certify by written instrument that (a) there is or is not a default under this Agreement and, if there is a default the scope and nature of the default and (b) the City has or does not have any existing or pending legal or equitable claims asserted against any Party to this Agreement or any entity with an ownership interest in Owner's Property related to this Agreement.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be executed by its duly authorized representatives, and Owner has signed the same on or as of the day and year first above written.

*[Signature pages follow]*

**CITY OF GOODYEAR**  
**An Arizona Municipal Corporation**  
**“City”**

By \_\_\_\_\_

Its \_\_\_\_\_

Attest:

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

Approved as to Form:

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

STATE OF ARIZONA        )  
COUNTY OF MARICOPA    )

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of the City of Goodyear, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

**ESTRELLA NORTH LLC  
"OWNER"**

By: Estrella Partners LP  
Its: Sole Member and Manager  
By: Goodyear EMR GP, LLC  
Its: General Partner  
By: EMR Harvard LLC  
Its: Administrative Member  
By: Harvard Investments, Inc.  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ARIZONA )  
COUNTY OF MARICOPA )

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of \_\_\_\_\_, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

STATE OF ARIZONA )  
COUNTY OF MARICOPA )

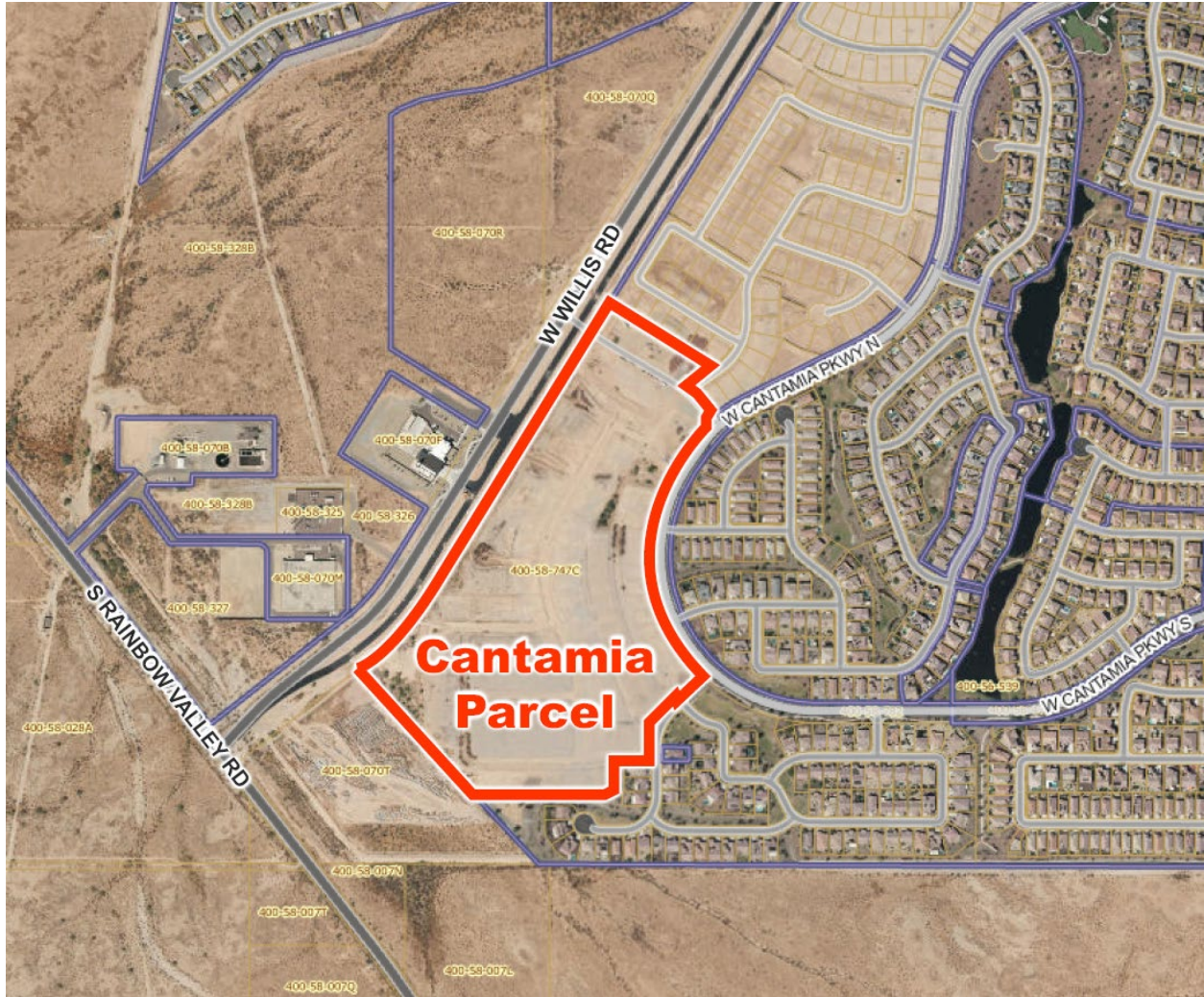
**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of \_\_\_\_\_, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

**EXHIBIT "A"**

**CANTAMIA PARCEL**





## EXHIBIT “B”

### EDU CONVERSION TABLE

Meter Size	Capacity Ratio <sup>1</sup>
0.75-inch	1.00
1.00-inch	1.67
1.50-inch	3.33

The conversion of EDUs for development with meters larger than 1.50 inches shall be determined by dividing the average daily wastewater demands reflected in the City’s approved Integrated Water Master Plan for the type of use by 140 gallons or by dividing the estimated average daily wastewater demands reflected in an approved water/wastewater study by 140 gallons per day, whichever is greater. If the actual average daily wastewater demands exceed those used in the conversion of EDUs, the City shall recalculate the EDU’s attributable to the use.

**EXHIBIT “C”**

**2.0 MGD EXPANSION PARCEL DESCRIPTION**

*(On the following pages)*

2.0 MGD EXPANSION PARCEL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34, A 2 1/2" G.L.O. BRASS CAP STAMPED "1/4 S33 S34 1931" WHICH BEARS NORTH 0 DEGREES 20 MINUTES 08 SECONDS EAST A MEASURED DISTANCE OF 2685.87 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, A 3 1/4" G.L.O. BRASS CAP STAMPED "T1S R2W S33 S34 1916";

THENCE SOUTH 00 DEGREES 20 MINUTES 08 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1326.77 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 52 SECONDS EAST A DISTANCE OF 599.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RAINBOW VALLEY ROAD AND THE BEGINNING OF THE RAINBOW VALLEY WATER RECLAMATION FACILITY PHASE 1 BOUNDARY AS DESCRIBED IN DOCUMENT 2006-0299530, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 45 DEGREES 18 MINUTES 09 SECONDS EAST, ALONG THE A LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 346.66 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 44 DEGREES 41 MINUTES 51 SECONDS WEST A DISTANCE OF 110.20 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 09 SECONDS EAST, ALONG A LINE PARALLEL TO AND 43.0 FEET WEST OF THE WEST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 286.32 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST, ALONG A LINE PARALLEL TO AND 82.0 FEET NORTH OF THE NORTH LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 848.18 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG A LINE PARALLEL TO AND 134.0 FEET EAST OF THE EAST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 324.65 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 55 SECONDS WEST A DISTANCE OF 134.00 FEET TO THE SOUTHEAST CORNER OF SAID PHASE 1 BOUNDARY;

THENCE FOLLOWING SAID PHASE 1 BOUNDARY THE FOLLOWING SIX COURSES:

NORTH 00 DEGREES 20 MINUTES 57 SECONDS EAST A DISTANCE OF 243.03 FEET;  
 NORTH 89 DEGREES 39 MINUTES 09 SECONDS WEST A DISTANCE OF 671.18 FEET;  
 SOUTH 00 DEGREES 21 MINUTES 09 SECONDS WEST A DISTANCE OF 221.40 FEET;  
 SOUTH 89 DEGREES 34 MINUTES 16 SECONDS EAST A DISTANCE OF 68.70 FEET;  
 SOUTH 44 DEGREES 41 MINUTES 51 SECONDS EAST A DISTANCE OF 19.02 FEET;  
 SOUTH 45 DEGREES 18 MINUTES 09 SECONDS WEST A DISTANCE OF 66.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.64 ACRES +/-

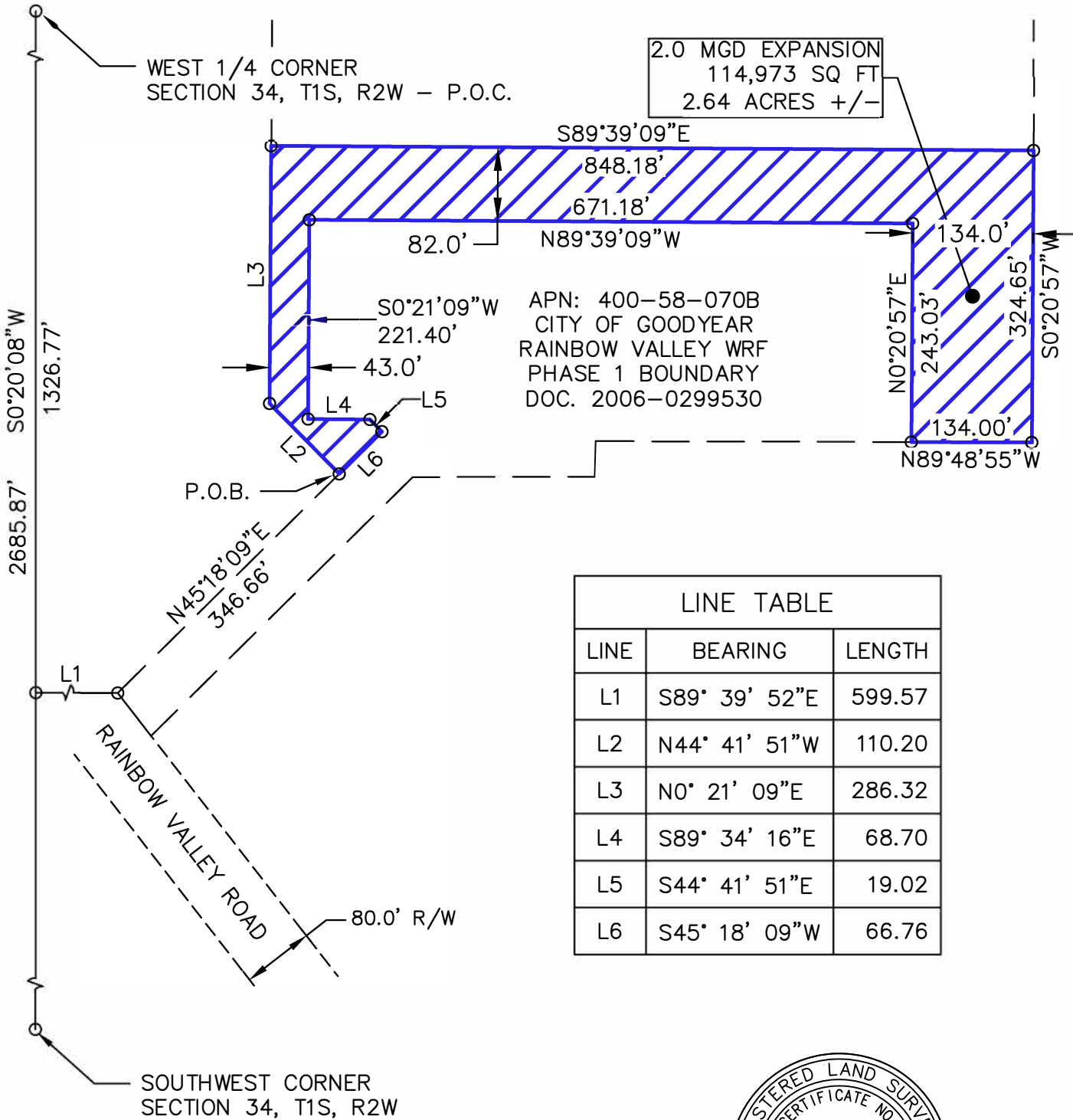
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



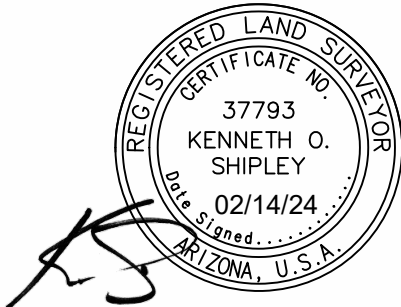
**RAINBOW VALLEY WRF 2.0 MGD EXPANSION**

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	02/14/2024
SCALE:	NTS	SHEET	1 OF 2

Prepared By: 82 BRAVO, LLC  
 579 W Wickenburg Way, Suite #2  
 Wickenburg, Arizona 85390  
 928-684-5046 Info@82Bravo.com  
 www.82Bravo.com



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89° 39' 52"E	599.57
L2	N44° 41' 51"W	110.20
L3	N0° 21' 09"E	286.32
L4	S89° 34' 16"E	68.70
L5	S44° 41' 51"E	19.02
L6	S45° 18' 09"W	66.76



**RAINBOW VALLEY WRF 2.0 MGD EXPANSION**

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	02/14/2024
SCALE:	NTS	SHEET	2 OF 2

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**EXHIBIT "D"**  
**COMBINED PARCEL LEGAL DESCRIPTION**

*(On the following pages)*

COMBINED PARCEL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34, A 2 1/2" G.L.O. BRASS CAP STAMPED "1/4 S33 S34 1931" WHICH BEARS NORTH 0 DEGREES 20 MINUTES 08 SECONDS EAST A MEASURED DISTANCE OF 2685.87 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, A 3 1/4" G.L.O. BRASS CAP STAMPED "T1S R2W S33 S34 1916";

THENCE SOUTH 00 DEGREES 20 MINUTES 08 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1326.77 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 52 SECONDS EAST A DISTANCE OF 599.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RAINBOW VALLEY ROAD AND THE POINT OF BEGINNING OF THE RAINBOW VALLEY WATER RECLAMATION FACILITY PHASE 1 BOUNDARY AS DESCRIBED IN DOCUMENT 2006-0299530, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF BEGINNING HEREIN;

THENCE NORTH 45 DEGREES 18 MINUTES 09 SECONDS EAST, ALONG SAID PHASE 1 BOUNDARY LINE, A DISTANCE OF 346.66 FEET;

THENCE NORTH 44 DEGREES 41 MINUTES 51 SECONDS WEST, DEPARTING SAID PHASE 1 BOUNDARY LINE, A DISTANCE OF 110.20 FEET;

THENCE NORTH 0 DEGREES 21 MINUTES 09 SECONDS EAST, ALONG A LINE PARALLEL TO AND 43.0 FEET WEST OF THE WEST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 611.32 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST, ALONG A LINE PARALLEL TO AND 407.0 FEET NORTH OF THE NORTH LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 188.15 FEET;

THENCE NORTH 0 DEGREES 20 MINUTES 57 SECONDS EAST A DISTANCE OF 108.51 FEET;

THENCE NORTH 46 DEGREES 17 MINUTES 16 SECONDS EAST A DISTANCE OF 405.46 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 34;

THENCE SOUTH 89 DEGREES 34 MINUTES 32 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 368.65 FEET;

THENCE SOUTH 0 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG A LINE PARALLEL TO AND 134.0 FEET EAST OF THE EAST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 1039.62 FEET TO A POINT ON A PROJECTION OF THE SOUTH LINE OF SAID PHASE 1 BOUNDARY;

(CONTINUED ON NEXT SHEET)



**RAINBOW VALLEY WRF BUILDOUT**

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	05/10/2024
SCALE:	NTS	SHEET	1 OF 4

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Wickenburg, Arizona 85390  
928-684-5046 Info@82Bravo.com  
www.82Bravo.com

COMBINED PARCEL DESCRIPTION (CONTINUED):

THENCE NORTH 89 DEGREES 48 MINUTES 55 SECONDS WEST A DISTANCE OF 134.00 FEET TO THE SOUTHEAST CORNER OF SAID PHASE 1 BOUNDARY;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID PHASE 1 BOUNDARY THE FOLLOWING FOUR COURSES:

NORTH 89 DEGREES 48 MINUTES 55 SECONDS WEST A DISTANCE OF 351.32 FEET;

SOUTH 01 DEGREES 16 MINUTES 56 SECONDS WEST A DISTANCE OF 39.69 FEET;

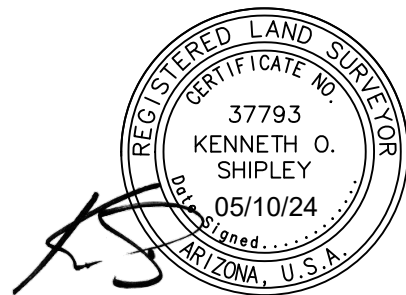
SOUTH 89 DEGREES 54 MINUTES 50 SECONDS WEST A DISTANCE OF 202.52 FEET;

SOUTH 45 DEGREES 18 MINUTES 09 SECONDS WEST A DISTANCE OF 409.44 FEET TO A POINT ON THE EAST LINE OF SAID RAINBOW VALLEY ROAD;

THENCE NORTH 37 DEGREES 50 MINUTES 55 SECONDS WEST A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 802,466 SQ FT OR 18.42 ACRES MORE OR LESS.

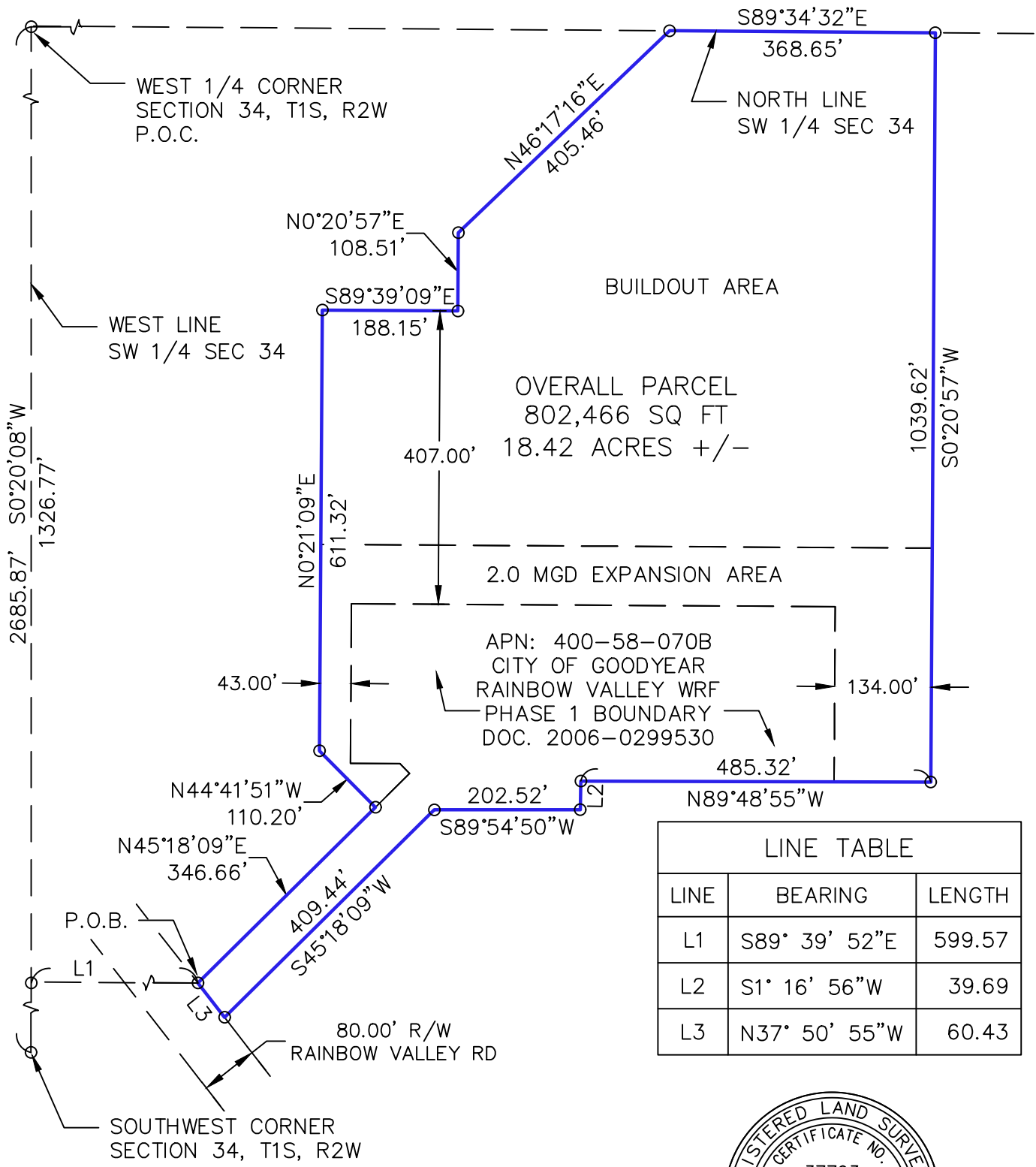
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



**RAINBOW VALLEY WRF BUILDOUT**

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	05/10/2024
SCALE:	NTS	SHEET	2 OF 4

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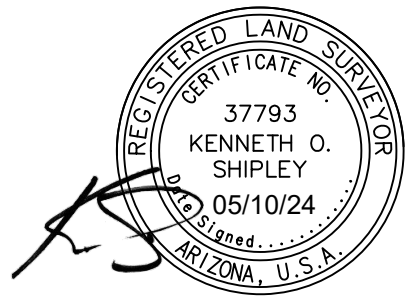


OVERALL PARCEL  
802,466 SQ FT  
18.42 ACRES +/-

2.0 MGD EXPANSION AREA

APN: 400-58-070B  
CITY OF GOODYEAR  
RAINBOW VALLEY WRF  
PHASE 1 BOUNDARY  
DOC. 2006-0299530

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89° 39' 52"E	599.57
L2	S1° 16' 56"W	39.69
L3	N37° 50' 55"W	60.43

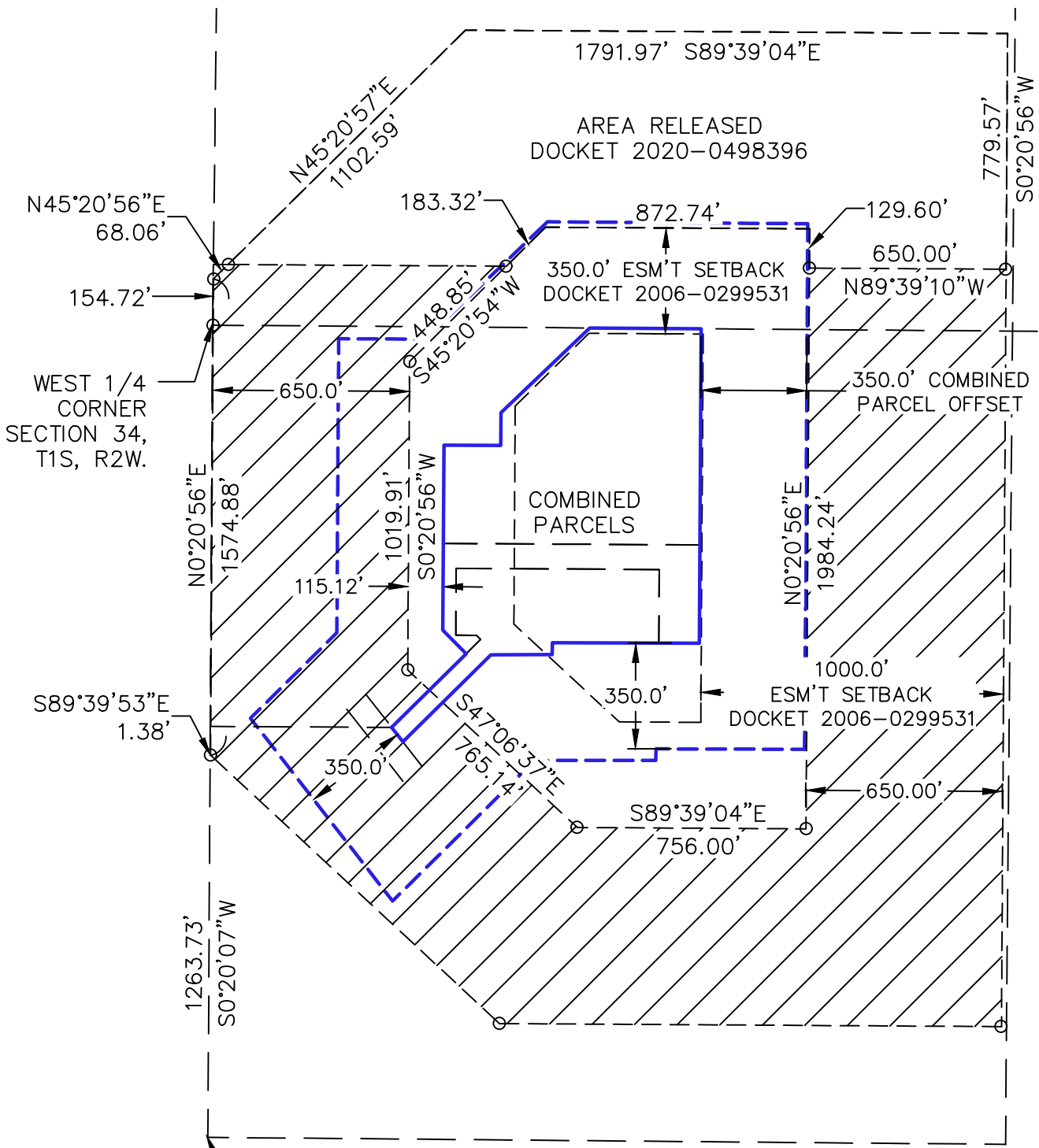


**RAINBOW VALLEY WRF BUILDOUT**

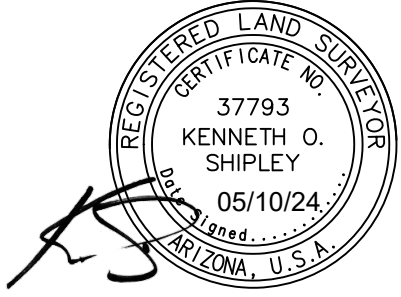
DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	05/10/2024
SCALE:	NTS	SHEET	3 OF 4

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 = NOISE & ODOR EASEMENT



**RAINBOW VALLEY WRF BUILDOUT**

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	05/10/2024
SCALE:	NTS	SHEET	4 OF 4

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**EXHIBIT “E”**  
**OWNER’S PROPERTY**

*(On the following pages)*

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL NO. 1:**

ALL OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, EXCEPT THE FOLLOWING PLATS, MAP OF DEDICATION OF ESTRELLA HILLSIDE DRIVE AND SENDERO DRIVE AS RECORDED IN BOOK 1370 OF MAPS, PAGE 11 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.A2" AS RECORDED IN BOOK 1406 OF MAPS, PAGE 13 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.A1" AS RECORDED IN BOOK 1421 OF MAPS, PAGE 41 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.B" AS RECORDED IN BOOK 1392 OF MAPS, PAGE 24 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.C" AS RECORDED IN BOOK 1392 OF MAPS, PAGE 46 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.D1" AS RECORDED IN BOOK 1441 OF MAPS, PAGE 36 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.F2" AS RECORDED IN BOOK 1392 OF MAPS, PAGE 47 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.G" AS RECORDED IN BOOK 1392 OF MAPS, PAGE 45 OF MARICOPA COUNTY RECORDS.

AND:

EXCEPT THAT PORTION DEEDED TO THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, IN DEED RECORDED AS 2019-556762 OF OFFICIAL RECORDS.

AND:

EXCEPT THAT PORTION DEEDED TO THE CITY OF GOODYEAR ARIZONA, RECORDED AS 2018-386168 OF OFFICIAL RECORDS AND AS 2018-386169 OF OFFICIAL RECORDS.

AND:

EXCEPT THAT PORTION DEEDED TO ESTRELLA JOINT COMMITTEE, INC., RECORDED AS 2010-899977 OF OFFICIAL RECORDS.

AND:

EXCEPT PLAT OF "ESTRELLA PARCEL 8", AS RECORDED IN BOOK 318 OF MAPS, PAGE 39.

AND:

EXCEPT PLAT OF "ESTRELLA PARCEL 9", AS RECORDED IN BOOK 318 OF MAPS, PAGE 40.

AND:

EXCEPT PLAT OF "A MINOR LAND DIVISION OF LOTS 18 & 19 OF FINAL PLAT ESTRELLA PARCEL 8", RECORDED IN BOOK 1362 OF MAPS, PAGE 42.

AND:

EXCEPT PLAT OF "ESTRELLA - PHASE ONE - MAP OF DEDICATION", RECORDED IN BOOK 318

OF MAPS, PAGE 38.

**PARCEL NO. 2:**

THAT PORTION OF THE WEST HALF OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A GLO BRASS CAP ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 10 FROM WHICH AN ALUMINUM CAP ACCEPTED AS THE NORTHWEST CORNER THEREOF BEARS NORTH 02 DEGREES 22 MINUTES 20 SECONDS EAST A DISTANCE OF 2635.06 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, NORTH 02 DEGREES 22 MINUTES 20 SECONDS EAST A DISTANCE OF 1559.35 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 88 DEGREES 49 MINUTES 54 SECONDS EAST A DISTANCE OF 325.59 FEET;

THENCE NORTH 25 DEGREES 31 MINUTES 19 SECONDS EAST A DISTANCE OF 118.30 FEET TO THE WEST LINE OF ESTRELLA MOUNTAIN RANCH PARCEL 68 ACCORDING TO THE FINAL PLAT RECORDED IN BOOK 592 OF MAPS, PAGE 8, RECORDS OF SAID MARICOPA COUNTY;

THENCE ALONG SAID WEST LINE, SOUTH 35 DEGREES 48 MINUTES 14 SECONDS EAST A DISTANCE OF 544.63 FEET;

THENCE ALONG SAID WEST LINE, SOUTH 24 DEGREES 45 MINUTES 57 SECONDS EAST A DISTANCE OF 441.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 200.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 67 DEGREES 21 MINUTES 18 SECONDS AN ARC LENGTH OF 235.11 FEET;

THENCE ALONG THE SOUTHWESTERLY LINE THEREOF, NORTH 87 DEGREES 52 MINUTES 45 SECONDS EAST A DISTANCE OF 185.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAN GABRIEL DRIVE ACCORDING TO THE MAP OF DEDICATION FOR ESTRELLA PHASE ONE AS RECORDED IN BOOK 318 OF MAPS, PAGE 38, RECORDS OF SAID MARICOPA COUNTY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1460.00 FEET, THE CENTER OF WHICH BEARS NORTH 88 DEGREES 45 MINUTES 54 SECONDS EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 16 DEGREES 53 MINUTES 56 SECONDS AN ARC LENGTH OF 430.61 FEET TO THE NORTH LINE OF THE FINAL PLAT FOR SUNCHASE AT ESTRELLA (PARCEL NOS. 62-64) AS RECORDED IN BOOK 438 OF MAPS, PAGE 42, RECORDS OF SAID MARICOPA COUNTY;

THENCE ALONG SAID NORTH LINE, SOUTH 72 DEGREES 50 MINUTES 50 SECONDS WEST A DISTANCE OF 20.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 675.00 FEET;

THENCE ALONG SAID CURVE AND SAID NORTH LINE THROUGH A CENTRAL ANGLE OF 07 DEGREES 33 MINUTES 36 SECONDS AN ARC LENGTH OF 89.06 FEET TO A POINT OF NON-TANGENCY;

THENCE ALONG SAID NORTH LINE, SOUTH 24 DEGREES 42 MINUTES 45 SECONDS EAST A DISTANCE OF 129.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 545.31 FEET, THE CENTER OF WHICH BEARS SOUTH 24 DEGREES 43 MINUTES 26 SECONDS EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID NORTH LINE THROUGH A CENTRAL ANGLE OF 26 DEGREES 51 MINUTES 00 SECONDS AN ARC LENGTH OF 255.54 FEET TO THE

BEGINNING OF A TANGENT REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 505.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTH LINE THROUGH A CENTRAL ANGLE OF 99 DEGREES 53 MINUTES 48 SECONDS AN ARC LENGTH OF 880.48 FEET TO A POINT OF TANGENCY;  
THENCE ALONG SAID NORTH LINE, NORTH 41 DEGREES 40 MINUTES 38 SECONDS WEST A DISTANCE OF 62.30 FEET;  
THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 329.85 FEET TO THE POINT OF BEGINNING.  
EXCEPT THAT PORTION CONVEYED TO TIMES MIRROR CABLE TELEVISION OF HAVERHILL, INC., A MASSACHUSETTS CORPORATION D/B/A DIMENSION CABLE SERVICES BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 92-0588106, RECORDS OF MARICOPA COUNTY, ARIZONA. AND  
EXCEPT ANY PORTION LYING WITHIN PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS 2019-156126 OF OFFICIAL RECORDS.

**PARCEL NO. 3:**

THAT PORTION OF SECTIONS 10 AND 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:  
COMMENCING AT A GLO BRASS CAP ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 10 FROM WHICH A GLO BRASS CAP ACCEPTED AS THE EAST QUARTER CORNER THEREOF BEARS SOUTH 01 DEGREES 14 MINUTES 17 SECONDS WEST A DISTANCE OF 2640.11 FEET;  
THENCE ALONG THE EAST LINE OF SAID SECTION 10, SOUTH 01 DEGREES 14 MINUTES 17 SECONDS WEST A DISTANCE OF 1220.64 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 32 DEGREES 49 MINUTES 55 SECONDS EAST A DISTANCE OF 42.80 FEET;  
THENCE SOUTH 85 DEGREES 03 MINUTES 56 SECONDS EAST A DISTANCE OF 837.64 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAN GABRIEL DRIVE ACCORDING TO THE MAP OF DEDICATION RECORDED IN BOOK 553 OF MAPS, PAGE 36, RECORDS OF SAID MARICOPA COUNTY;  
THENCE ALONG SAID WESTERLY LINE, SOUTH 02 DEGREES 59 MINUTES 07 SECONDS EAST A DISTANCE OF 197.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 680.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 29 DEGREES 08 MINUTES 17 SECONDS AN ARC LENGTH OF 345.82 FEET;  
THENCE ALONG SAID WESTERLY LINE, SOUTH 32 DEGREES 07 MINUTES 24 SECONDS EAST A DISTANCE OF 58.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 250.00 FEET THE CENTER OF WHICH BEARS NORTH 23 DEGREES 09 MINUTES 09 SECONDS WEST;  
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 02 MINUTES 47 SECONDS AN ARC LENGTH OF 131.10 FEET TO A POINT OF TANGENCY;  
THENCE NORTH 83 DEGREES 06 MINUTES 22 SECONDS WEST A DISTANCE OF 153.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET;  
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 16 MINUTES 52 SECONDS AN ARC LENGTH OF 224.61 FEET;  
THENCE SOUTH 66 DEGREES 36 MINUTES 46 SECONDS WEST A DISTANCE OF 32.83 FEET TO

THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 450.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 03 MINUTES 26 SECONDS AN ARC LENGTH OF 110.41 FEET;

THENCE SOUTH 52 DEGREES 33 MINUTES 20 SECONDS WEST A DISTANCE OF 3.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 170.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74 DEGREES 05 MINUTES 03 SECONDS AN ARC LENGTH OF 219.81 FEET;

THENCE SOUTH 21 DEGREES 31 MINUTES 43 SECONDS EAST A DISTANCE OF 187.64 FEET;

THENCE SOUTH 09 DEGREES 44 MINUTES 15 SECONDS EAST A DISTANCE OF 81.78 FEET;

THENCE SOUTH 43 DEGREES 16 MINUTES 43 SECONDS WEST A DISTANCE OF 77.40 FEET;

THENCE SOUTH 33 DEGREES 55 MINUTES 30 SECONDS EAST A DISTANCE OF 446.40 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ELLIOT ROAD ACCORDING TO THE MAP OF DEDICATION RECORDED IN BOOK 318 OF MAPS, PAGE 38, RECORDS OF SAID MARICOPA COUNTY;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 56 DEGREES 12 MINUTES 53 SECONDS WEST A DISTANCE OF 17.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 855.00 FEET;

THENCE ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 43 DEGREES 11 MINUTES 32 SECONDS AN ARC LENGTH OF 644.54 FEET;

THENCE ALONG SAID NORTH LINE, NORTH 80 DEGREES 35 MINUTES 35 SECONDS WEST A DISTANCE OF 1919.07 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1045.00 FEET;

THENCE ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 22 DEGREES 04 MINUTES 36 SECONDS AN ARC LENGTH OF 402.65 FEET TO THE EAST LINE OF ESTRELLA MOUNTAIN RANCH PARCEL 67/69 ACCORDING TO THE FINAL PLAT RECORDED IN BOOK 591 OF MAPS, PAGE 21, RECORDS OF SAID MARICOPA COUNTY;

THENCE ALONG SAID EAST LINE, NORTH 14 DEGREES 18 MINUTES 56 SECONDS WEST A DISTANCE OF 268.09 FEET;

THENCE ALONG SAID EAST LINE, NORTH 17 DEGREES 21 MINUTES 02 SECONDS EAST A DISTANCE OF 969.79 FEET TO THE SOUTH LINE OF ESTRELLA MOUNTAIN RANCH PARCEL 72 ACCORDING TO THE FINAL PLAT RECORDED IN BOOK 614 OF MAPS, PAGE 27, RECORDS OF SAID MARICOPA COUNTY;

THENCE ALONG SAID SOUTH LINE, SOUTH 76 DEGREES 45 MINUTES 51 SECONDS EAST A DISTANCE OF 1733.09 FEET;

THENCE ALONG SAID SOUTH LINE AND ITS NORTHEASTERLY PROLONGATION, NORTH 32 DEGREES 49 MINUTES 55 SECONDS EAST A DISTANCE OF 765.60 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN SECTION 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST, AND EXCEPT ANY PORTION LYING WITHIN QUITCLAIM DEED RECORDED AS 2010-899979 OF OFFICIAL RECORDS.

**PARCEL NO. 4:**

THAT PORTION OF SECTION 10 AND 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: COMMENCING AT A GLO BRASS CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID

SECTION 10 FROM WHICH A GLO BRASS CAP ACCEPTED AS THE EAST QUARTER CORNER THEREOF BEARS NORTH 01 DEGREES 04 MINUTES 28 SECONDS EAST A DISTANCE OF 2638.83 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION 10, NORTH 01 DEGREES 04 MINUTES 28 SECONDS EAST A DISTANCE OF 1795.27 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 87 DEGREES 44 MINUTES 44 SECONDS WEST A DISTANCE OF 101.07 FEET;

THENCE NORTH 63 DEGREES 56 MINUTES 11 SECONDS WEST A DISTANCE OF 40.43 FEET TO THE EAST LINE OF ESTRELLA PARCEL 51 ACCORDING TO BOOK 330 OF MAPS, PAGE 47, RECORDS OF SAID MARICOPA COUNTY;

THENCE ALONG SAID EAST LINE, NORTH 16 DEGREES 11 MINUTES 18 SECONDS WEST A DISTANCE OF 74.83 FEET;

THENCE ALONG SAID EAST LINE, NORTH 09 DEGREES 24 MINUTES 24 SECONDS EAST A DISTANCE OF 375.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ELLIOT ROAD ACCORDING TO THE MAP OF DEDICATION RECORDED IN BOOK 318 OF MAPS, PAGE 38, RECORDS OF SAID MARICOPA COUNTY;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 80 DEGREES 35 MINUTES 35 SECONDS EAST A DISTANCE OF 98.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 945.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 43 DEGREES 11 MINUTES 32 SECONDS AN ARC LENGTH OF 712.38 FEET;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 56 DEGREES 12 MINUTES 53 SECONDS EAST A DISTANCE OF 385.21 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 33 DEGREES 47 MINUTES 07 SECONDS EAST A DISTANCE OF 191.86 FEET;

THENCE SOUTH 16 DEGREES 19 MINUTES 37 SECONDS EAST A DISTANCE OF 204.32 FEET;

THENCE SOUTH 41 DEGREES 11 MINUTES 09 SECONDS WEST A DISTANCE OF 253.90 FEET;

THENCE SOUTH 54 DEGREES 41 MINUTES 47 SECONDS WEST A DISTANCE OF 256.10 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 85.00 FEET;

THENCE SOUTH 55 DEGREES 11 MINUTES 03 SECONDS WEST A DISTANCE OF 359.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69 DEGREES 12 MINUTES 26 SECONDS AN ARC LENGTH OF 211.38 FEET;

THENCE NORTH 55 DEGREES 36 MINUTES 31 SECONDS WEST A DISTANCE OF 105.87 FEET;

THENCE NORTH 66 DEGREES 52 MINUTES 25 SECONDS WEST A DISTANCE OF 104.39 FEET;

THENCE SOUTH 87 DEGREES 44 MINUTES 44 SECONDS WEST A DISTANCE OF 26.03 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN SECTION 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST.

**PARCEL NO. 5:**

THAT PORTION OF SECTIONS 10 AND 15, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A GLO BRASS CAP ACCEPTED AS THE SOUTHWEST CORNER OF SAID SECTION 10 FROM WHICH A GLO BRASS CAP ACCEPTED AS THE WEST QUARTER CORNER THEREOF BEARS NORTH 02 DEGREES 27 MINUTES 23 SECONDS EAST A DISTANCE OF 2633.96 FEET;

THENCE ALONG THE WEST LINE OF SAID SECTION 10, NORTH 02 DEGREES 27 MINUTES 23

SECONDS EAST A DISTANCE OF 245.00 FEET TO THE POINT OF BEGINNING;  
THENCE ALONG SAID WEST LINE, NORTH 02 DEGREES 27 MINUTES 23 SECONDS EAST A DISTANCE OF 750.04 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ELLIOT ROAD ACCORDING TO THE MAP OF DEDICATION RECORDED IN BOOK 318 OF MAPS, PAGE 38, RECORDS OF SAID MARICOPA COUNTY;  
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 87 DEGREES 32 MINUTES 38 SECONDS EAST A DISTANCE OF 515.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1845.00 FEET;  
THENCE ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 03 DEGREES 51 MINUTES 30 SECONDS AN ARC LENGTH OF 124.24 FEET;  
THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 01 DEGREES 24 MINUTES 05 SECONDS EAST A DISTANCE OF 80.47 FEET;  
THENCE SOUTH 74 DEGREES 06 MINUTES 17 SECONDS EAST A DISTANCE OF 203.53 FEET;  
THENCE NORTH 56 DEGREES 58 MINUTES 34 SECONDS EAST A DISTANCE OF 173.98 FEET;  
THENCE NORTH 11 DEGREES 38 MINUTES 57 SECONDS WEST A DISTANCE OF 80.46 FEET TO SAID SOUTHERLY LINE OF ELLIOT ROAD, BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1845.00 FEET, THE CENTER OF WHICH BEARS NORTH 11 DEGREES 38 MINUTES 51 SECONDS WEST;  
THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 30 DEGREES 25 MINUTES 53 SECONDS AN ARC LENGTH 979.93 FEET TO A POINT OF TANGENCY;  
THENCE ALONG SAID SOUTHERLY LINE, NORTH 47 DEGREES 55 MINUTES 16 SECONDS EAST A DISTANCE OF 204.57 FEET;  
THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 42 DEGREES 04 MINUTES 44 SECONDS EAST A DISTANCE OF 130.37 FEET;  
THENCE SOUTH 87 DEGREES 04 MINUTES 53 SECONDS EAST A DISTANCE OF 353.55 FEET;  
THENCE NORTH 47 DEGREES 55 MINUTES 16 SECONDS EAST A DISTANCE OF 130.22 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAN MIGUEL ACCORDING TO SAID MAP OF DEDICATION;  
THENCE ALONG SAID WESTERLY LINE, SOUTH 42 DEGREES 04 MINUTES 44 SECONDS EAST A DISTANCE OF 513.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 670.00 FEET;  
THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 74 DEGREES 46 MINUTES 51 SECONDS AN ARC LENGTH OF 874.47 FEET;  
THENCE ALONG SAID WESTERLY LINE, SOUTH 32 DEGREES 42 MINUTES 07 SECONDS WEST A DISTANCE OF 112.19 FEET TO THE NORTHERLY LINE OF ESTRELLA PARCEL 60 ACCORDING TO BOOK 321 OF MAPS, PAGE 30, RECORDS OF SAID MARICOPA COUNTY;  
THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID PARCEL 60 THE FOLLOWING 18 COURSES;  
NORTH 28 DEGREES 25 MINUTES 49 SECONDS WEST A DISTANCE OF 228.55 FEET;  
NORTH 83 DEGREES 36 MINUTES 55 SECONDS WEST A DISTANCE OF 489.06 FEET;  
SOUTH 67 DEGREES 16 MINUTES 43 SECONDS WEST A DISTANCE OF 173.46 FEET;  
NORTH 67 DEGREES 41 MINUTES 04 SECONDS WEST A DISTANCE OF 144.85 FEET;  
SOUTH 52 DEGREES 22 MINUTES 00 SECONDS WEST A DISTANCE OF 270.22 FEET;  
SOUTH 73 DEGREES 08 MINUTES 57 SECONDS WEST A DISTANCE OF 217.33 FEET;  
NORTH 81 DEGREES 26 MINUTES 03 SECONDS WEST A DISTANCE OF 228.10 FEET;



SOUTH 47 DEGREES 33 MINUTES 32 SECONDS WEST A DISTANCE OF 103.86 FEET;  
NORTH 42 DEGREES 26 MINUTES 28 SECONDS WEST A DISTANCE OF 384.99 FEET;  
SOUTH 61 DEGREES 31 MINUTES 33 SECONDS WEST A DISTANCE OF 335.60 FEET;  
SOUTH 31 DEGREES 49 MINUTES 37 SECONDS EAST A DISTANCE OF 167.57 FEET;  
SOUTH 25 DEGREES 41 MINUTES 22 SECONDS WEST A DISTANCE OF 184.07 FEET;  
SOUTH 40 DEGREES 28 MINUTES 48 SECONDS EAST A DISTANCE OF 163.25 FEET;  
SOUTH 71 DEGREES 20 MINUTES 08 SECONDS EAST A DISTANCE OF 85.93 FEET;  
NORTH 84 DEGREES 54 MINUTES 26 SECONDS EAST A DISTANCE OF 156.97 FEET;  
NORTH 47 DEGREES 33 MINUTES 32 SECONDS EAST A DISTANCE OF 125.76 FEET;  
SOUTH 42 DEGREES 26 MINUTES 28 SECONDS EAST A DISTANCE OF 166.96 FEET TO THE  
BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF  
463.23 FEET;  
SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEGREES 58  
MINUTES 50 SECONDS AN ARC LENGTH OF 40.27 FEET TO THE NORTHERLY LINE OF ESTRELLA  
PARCEL 58 ACCORDING TO BOOK 321 OF MAPS, PAGE 31, RECORDS OF SAID MARICOPA  
COUNTY;  
THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING 8 COURSES;  
SOUTH 86 DEGREES 06 MINUTES 38 SECONDS WEST A DISTANCE OF 113.98 FEET;  
NORTH 81 DEGREES 53 MINUTES 25 SECONDS WEST A DISTANCE OF 234.54 FEET;  
NORTH 71 DEGREES 20 MINUTES 08 SECONDS WEST A DISTANCE OF 140.58 FEET;  
SOUTH 81 DEGREES 19 MINUTES 29 SECONDS WEST A DISTANCE OF 184.99 FEET;  
NORTH 51 DEGREES 34 MINUTES 11 SECONDS WEST A DISTANCE OF 187.11 FEET;  
NORTH 73 DEGREES 15 MINUTES 41 SECONDS WEST A DISTANCE OF 133.37 FEET;  
NORTH 41 DEGREES 36 MINUTES 11 SECONDS WEST A DISTANCE OF 241.95 FEET;  
NORTH 87 DEGREES 32 MINUTES 44 SECONDS WEST A DISTANCE OF 221.15 FEET TO THE  
POINT OF BEGINNING.  
TOGETHER WITH (PROPOSED PARCEL "E") **(RECORDED IN DOC. 2006-0660447, M.C.R.)**  
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE  
2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT A GLO BRASS CAP ACCEPTED AS THE SOUTHWEST CORNER OF SAID  
SECTION 10 FROM WHICH A GLO BRASS CAP ACCEPTED AS THE WEST QUARTER CORNER  
THEREOF BEARS NORTH 02 DEGREES 27 MINUTES 23 SECONDS EAST A DISTANCE OF 2633.96  
FEET;  
THENCE NORTH 02 DEGREES 27 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID  
SOUTHWEST QUARTER A DISTANCE OF 918.94 FEET;  
THENCE LEAVING THE WEST LINE OF THE SOUTHWEST QUARTER SOUTH 87 DEGREES 32  
MINUTES 37 SECONDS EAST A DISTANCE OF 645.54 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 01 DEGREES 24 MINUTES 05 SECONDS WEST A DISTANCE OF 80.47 FEET TO  
A POINT ON THE SOUTH RIGHT OF WAY LINE OF ELLIOT ROAD OF ESTRELLA PHASE 1 MAP OF  
DEDICATION AS RECORDED IN BOOK 318, PAGE 38, RECORDS OF SAID MARICOPA COUNTY  
AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE  
CENTER BEARS NORTH 01 DEGREES 24 MINUTES 08 SECONDS WEST A DISTANCE OF 1845.00  
FEET;  
THENCE EASTERLY ALONG THE ARE OF SAID CURVE AND ALONG THE SOUTH RIGHT OF WAY  
LINE OF SAID ELLIOT ROAD THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 43

WANDS AN ARC LENGTH OF 329.91 FEET;  
THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF ELLIOT ROAD SOUTH 11 DEGREES 38 MINUTES 57 SECONDS EAST A DISTANCE OF 80.47 FEET;  
THENCE SOUTH 56 DEGREES 58 MINUTES 34 SECONDS WEST DISTANCE OF 173.98 FEET;  
THENCE NORTH 74 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 203.53 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN SAID SECTION 15, AND  
EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING 2 DEEDS, RECORDED AS 2007-1087252, RE-RECORDED AS 2020-1067876 (**2010-106876**) AND 2010-609132 OF OFFICIAL RECORDS, AND EXCEPT ANY PORTION LYING WITHIN ELLIOT ROAD.

**PARCEL NO. 6:**

ALL OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,  
EXCEPT THE FOLLOWING PLATS;

"ESTRELLA MOUNTAIN RANCH PARCEL 75", RECORDED IN BOOK 614 OF MAPS, PAGE 28, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 73", RECORDED IN BOOK 805 OF MAPS, PAGE 45.

"ESTRELLA MOUNTAIN RANCH PARCEL 76", RECORDED IN BOOK 805 OF MAPS, PAGE 44.

LOT 1 OF "A MINOR LAND DIVISION OF ELLIOT CROSSING", RECORDED IN BOOK 1191 OF MAPS, PAGE 25.

LOTS 2A AND 2B OF "A MINOR LAND DIVISION MAP OF ELLIOT CROSSING, LOT 2" RECORDED IN BOOK 1590, PAGE 32. (*LOT 2A SHOULD NOT BE EXCLUDED. A.P.N. 400-78-250C LISTED AS NNP III - EMR 4, LLC*)

"ESTRELLA PHASE ONE MAP OF DEDICATION", RECORDED IN BOOK 318 OF MAPS, PAGE 38. AND AS AMENDED, RECORDED AS MAP OF DEDICATION OF SAN GABRIEL DRIVE REALIGNMENT IN BOOK OF MAPS 553, PAGE 36.

"ESTRELLA PHASE ONE MAP OF DEDICATION", RECORDED IN BOOK 318 OF MAPS, PAGE 38.

LOT 1 OF "MINOR LAND DIVISION ESTRELLA PARCEL 2.45", RECORDED IN BOOK 1109 OF MAPS, PAGE 31.

"MOUNTAIN RANCH MARKETPLACE AT ESTRELLA", RECORDED IN BOOK 1024 OF MAPS, PAGE 21.

"ESTRELLA MOUNTAIN RANCH 43", RECORDED IN BOOK 482 OF MAPS, PAGE 50.

"ESTRELLA PARCEL 34", RECORDED IN BOOK 329 OF MAPS, PAGE 34.

"ESTRELLA PARCELS 12.37, 12.39 & 12.40", RECORDED IN BOOK 1239 OF MAPS, PAGE 14.

"OVERLOOK LOTS 83A 85A & 86A MINOR LAND DIVISION", RECORDED IN BOOK 1344 OF MAPS, PAGE 35.

AND EXCEPT ANY PORTION LYING WITHIN ELLIOT ROAD

AND EXCEPTION ANY PORTION LYING WITHIN THE FOLLOWING DEEDS,

SPECIAL WARRANTY DEED, RECORDED AS 1988-436419, RE-RECORDED IN 89-111262 AND RE-RECORDED AS 90-538581 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED, RECORDED AS 94-474760 OF OFFICIAL RECORDS.

RIGHT OF WAY DEDICATION, RECORDED AS 2006-1679431 AND AS 2006-1679434 OF OFFICIAL RECORDS.

QUITCLAIM DEED, RECORDED AS 2010-899978 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2010-899979 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2010-899981 OF OFFICIAL RECORDS.

WARRANTY DEED RECORDED AS 2020-1169385 OF OFFICIAL RECORDS.  
SPECIAL WARRANTY DEED RECORDED AS 2020-1180154 OF OFFICIAL RECORDS.  
SPECIAL WARRANTY DEED RECORDED AS 1988-0622872 OF OFFICIAL RECORDS.

**PARCEL NO. 7:**

ALL OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THE FOLLOWING PLATS;

"ESTRELLA PARCEL 8", RECORDED IN BOOK 318 OF MAPS, PAGE 39, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 9", RECORDED IN BOOK 318 OF MAPS, PAGE 40, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 11.D1", RECORDED IN BOOK 1441 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.

"ESTRELLA PHASE ONE MAP OF DEDICATION", RECORDED IN BOOK 318 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.

"ESTRELLA - HILLSIDE DRIVE & SENDERO DRIVE MAP OF DEDICATION", RECORDED IN BOOK 1370 OF MAPS, PAGE 11, MARICOPA COUNTY RECORDS.

AND EXCEPTION ANY PORTION LYING WITHIN SECTION 12 OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED RECORDED IN 2019-556762 OF OFFICIAL RECORDS.

**PARCEL NO. 8:**

ALL OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

**PARCEL NO. 9:**

ALL OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE FOLLOWING PLATS;

"ESTRELLA PARCEL 34", RECORDED IN BOOK 329 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS.

"ESTRELLA PHASE ONE MAP OF DEDICATION", RECORDED IN BOOK 318 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 55" RECORDED IN BOOK 325 OF MAPS, PAGE 42, MARICOPA COUNTY RECORDS.

"SUNCHASE AT ESTRELLA PARCEL NO. 33" RECORDED IN BOOK 451 OF MAPS, PAGE 21, MARICOPA COUNTY, ARIZONA.

"ESTRELLA PARCEL 3.14" RECORDED IN BOOK 1313 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS.

"ROSEWOOD GOLF VILLAS AT ESTRELLA MOUNTAIN RANCH" RECORDED IN BOOK 1229 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 91" RECORDED IN BOOK 557 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 195" RECORDED IN BOOK 524 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCELS 12.37, 12.39 & 12.40" RECORDED IN BOOK 1239 OF MAPS, PAGE 14, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 26" RECORDED IN BOOK 508 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.

"MAP OF DEDICATION FOR SUNCHASE AT ESTRELLA WESTAR AND GOLF CLUB DRIVE"  
RECORDED IN BOOK 522 OF MAPS, PAGE 25.

LOTS 1 THROUGH 29 OF ESTRELLA -PARCEL 12.23 PHASE 1, RECORDED IN BOOK 1545 OF  
MAPS, PAGE 17, MARICOPA COUNTY RECORDS.

AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DEEDS;

SPECIAL WARRANTY DEED RECORDED AS 89-098746 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 91-007156 OF OFFICIAL RECORDS.

WARRANTY DEED RECORDED AS 2003-810677 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2010-899981 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2010-899982 OF OFFICIAL RECORDS.

WARRANTY DEED RECORDED AS 2020-1169385 OF OFFICIAL RECORDS.

**PARCEL NO. 10:**

ALL OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THE FOLLOWING PLATS;

"ESTRELLA PHASE ONE MAP OF DEDICATION", RECORDED AS BOOK 318 OF MAPS, PAGE 38,  
MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 58" RECORDED IN BOOK 321 OF MAPS, PAGE 31, MARICOPA COUNTY  
RECORDS.

"ESTRELLA PARCEL 58 LOTS 68 AND 69 COMBINE AND SPLIT MINOR LAND SUBDIVISION"  
RECORDED IN BOOK 1257 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 58 LOT 18 & 19 REPLAT", RECORDED IN BOOK 1070 OF MAPS, PAGE 50,  
MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 60", RECORDED IN BOOK 321 OF MAPS, PAGE 30, MARICOPA COUNTY  
RECORDS.

"PALASADES AT ESTRELLA MOUNTAIN RANCH PARCEL 59" RECORDED IN BOOK 799 OF MAPS,  
PAGE 48, MARICOPA COUNTY RECORDS.

"AMENDED ESTRELLA PARCEL 57", RECORDED IN BOOK 320 OF MAPS, PAGE 12, MARICOPA  
COUNTY RECORDS.

"ESTRELLA PARCEL 56" RECORDED IN BOOK 329 OF MAPS, PAGE 33, MARICOPA COUNTY  
RECORDS.

"ESTRELLA PARCEL 56A", RECORDED IN BOOK 419 OF MAPS, PAGE 42, MARICOPA COUNTY  
RECORDS.

"ESTRELLA PARCEL 55", RECORDED IN BOOK 325 OF MAPS, PAGE 42, MARICOPA COUNTY  
RECORDS.

"ESTRELLA PARCEL 5.1", RECORDED IN BOOK 1158 OF MAPS, PAGE 24, MARICOPA COUNTY  
RECORDS.

"ESTRELLA - W SUNWARD DRIVE", RECORDED IN BOOK 1143 OF MAPS, PAGE 18, MARICOPA  
COUNTY RECORDS.

"ESTRELLA PARCEL 5.3", RECORDED IN BOOK 1143 OF MAPS, PAGE 20, MARICOPA COUNTY  
RECORDS.

"ESTRELLA PARCEL 5.5 PHASE 1", RECORDED IN BOOK 1143 OF MAPS, PAGE 19, MARICOPA  
COUNTY RECORDS.

"ESTRELLA PARCEL 5.5 PHASE 2", RECORDED IN BOOK 1146 OF MAPS, PAGE 28, MARICOPA  
COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 98", RECORDED IN BOOK 869 OF MAPS, PAGE 20, MARICOPA COUNTY RECORDS.

"ROSEWOOD GOLF VILLAS AT ESTRELLA MOUNTAIN RANCH", RECORDED IN BOOK 1229 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 95A", RECORDED IN BOOK 686 OF MAPS, PAGE 40.

"ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 MAP OF DEDICATION, RECORDED IN BOOK 669 OF MAPS, PAGE 23.

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DEEDS;

SPECIAL WARRANTY DEED, RECORDED IN 88-436419, RE-RECORDED AS 89-111262 AND AS 90-538581 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED RECORDED AS 1994-474760 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED RECORDED AS 2005-1874930 OF OFFICIAL RECORDS.

AMENDED QUITCLAIM DEED RECORDED AS 2010-1067876 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2010-899981 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2010-899982 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2011-277601 OF OFFICIAL RECORDS.

**PARCEL NO. 11:**

ALL OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22 AND

EXCEPT THE FOLLOWING PLATS;

"MAP OF DEDICATION FOR SUNCHASE AT ESTRELLA WESTAR AND GOLF CLUB DRIVE", RECORDED IN BOOK 522 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 98", RECORDED IN BOOK 869 OF MAPS, PAGE 20, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 97", RECORDED IN BOOK 869 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 100A", RECORDED IN BOOK 725 OF MAPS, PAGE 9, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 100B", RECORDED IN BOOK 725 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 99", RECORDED IN BOOK 738 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 5.5 PHASE 1", RECORDED IN BOOK 1143 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 95A", RECORDED IN BOOK 686 OF MAPS, PAGE 40, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 95B", RECORDED IN BOOK 686 OF MAPS, PAGE 41, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 96A", RECORDED IN BOOK 686 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 96B", RECORDED IN BOOK 686 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 MAP OF DEDICATION", RECORDED IN BOOK 669 OF MAPS, PAGE 23.

"ESTRELLA MOUNTAIN RANCH 5 SIDEWINDER DRIVE – GOLF VILLAGE FINAL PLAT" RECORDED

IN BOOK 705 OF MAPS, PAGE 38.

"ESTRELLA MOUNTAIN RANCH PARCEL 199", RECORDED IN BOOK 566 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 200", RECORDED IN BOOK 566 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.7", RECORDED IN BOOK 854 OF MAPS, PAGE 14, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.3", RECORDED IN BOOK 853 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.6", RECORDED IN BOOK 853 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 7.5", RECORDED IN BOOK 1328 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.8", RECORDED IN BOOK 853 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 5.5 PHASE 1", RECORDED IN BOOK 1143 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.9", RECORDED IN BOOK 853 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH", RECORDED IN BOOK 846 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS AND

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DEEDS;

SPECIAL WARRANTY DEED RECORDED AS 2005-1874890, RE-RECORDED AS 2006-1661089 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED RECORDED IN 2006-0055554 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED IN 2006-171397 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED IN 2007-1318688 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED IN 2010-899983 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED IN 2013-1037986 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED IN 2013-1037987 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED IN 2013-1037988 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED IN 2010-899984, RE-RECORDED IN 2010-1067875 OF OFFICIAL RECORDS

**PARCEL NO. 12:**

ALL OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA AND EXCEPT THE FOLLOWING PLATS;

"MAP OF DEDICATION FOR SUNCHASE AT ESTRELLA WESTAR AND GOLF CLUB DRIVE", RECORDED IN BOOK 522 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS.

"ROSEWOOD GOLF VILLAS AT ESTRELLA MOUNTAIN RANCH', RECORDED IN BOOK 1229 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 91", RECORDED IN BOOK 557 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 195", RECORDED IN BOOK 524 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 196A", RECORDED IN BOOK 554 OF MAPS, PAGE 29, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 196B", RECORDED IN BOOK 553 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 199", RECORDED IN BOOK 566 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 200", RECORDED IN BOOK 566 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.3", RECORDED IN BOOK 853 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.2", RECORDED IN 800K 854 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 201", RECORDED IN BOOK 604 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.

LOTS 1 THROUGH 55, 58, INCLUSIVE, 78 THROUGH 80, INCLUSIVE, OF "ESTRELLA PARCEL 7.1", RECORDED IN BOOK 1488 OF MAPS, PAGE 12.

"ESTRELLA PHASE ONE – MAP OF DEDICATION", RECORDED IN BOOK 318 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.

AS "MAP OF DEDICATION FOR ESTRELLA PARKWAY EXTENSION", RECORDED IN BOOK 545 OF MAPS, PAGE 24, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH ESTRELLA - PHASE 3 MAP OF DEDICATION", RECORDED IN BOOK 771 OF MAPS, PAGE 9, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 7.5", RECORDED IN BOOK 1328 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH", RECORDED IN BOOK 846 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.

LOTS 1 THROUGH 29, INCLUSIVE OF ESTRELLA - PARCEL 12.23 PHASE 1, RECORDED IN BOOK 1545 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DEEDS.

SPECIAL WARRANTY DEED RECORDED AS 2000-650461 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED RECORDED AS 2006-1476913 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2007-1318688 OF OFFICIAL RECORDS. *(QUIT CLAIM DEED RECORDED AS 2007-1318688. DOES NOT AFFECT PARCEL 12, AFFECTS PARCEL 15 IN SECTION 26)*

QUITCLAIM DEED RECORDED AS 2013-1037988 OF OFFICIAL RECORDS.

ROADWAY DEDICATION RECORDED AS 2008-640274 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2013-1037987 OF OFFICIAL RECORDS.

AND EXCEPT LOTS 29, 30, 33, 34, 38 THROUGH 43, 47 THROUGH 57, 62 THROUGH 68, 70 AND 71 OF ESTRELLA PARCEL 7.1, RECORDED IN BOOK 1488 OF MAPS, PAGE 12. *(REVISE TO INCLUDE ALL OF ESTRELLA PARCEL 7.1 TO INCLUDE ALL LOTS AND TRACTS)*

**PARCEL NO. 13**

ALL OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA AND

**PARCEL NO. 14:**

ALL OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE

AND MERIDIAN, MARICOPA COUNTY, ARIZONA.  
EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

**PARCEL NO. 15**

ALL OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

AND EXCEPT THE FOLLOWING PLATS;

"MAP OF DEDICATION OF WILLIS ROAD", RECORDED IN BOOK 936 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH ESTRELLA PARKWAY PHASE 3 MAP OF DEDICATION", RECORDED IN BOOK 771 OF MAPS, PAGE 9, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 7.5", RECORDED IN BOOK 1328 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 7.1", RECORDED IN BOOK 1488 OF MAPS, PAGE 12, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 7.5 LOT 19A & TRACT FA MINOR LAND DIVISION", RECORDED IN BOOK 1360 OF MAPS, PAGE 6, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.6", RECORDED IN BOOK 853 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.

"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.14", RECORDED IN BOOK 1053 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 9.1", RECORDED IN BOOK 1367 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.

"MASTER PLAT OF CANTAMIA PHASES 2 AND 3", RECORDED IN BOOK 1249 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS AND REPLATTED IN BOOK 1555 OF MAPS, PAGE 29.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH", RECORDED IN BOOK 846 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS AND

EXCEPT ANY PORTION LYING WITHIN QUITCLAIM DEED RECORDED AS 2012-345382 OF OFFICIAL RECORDS AND

EXCEPT ANY PORTION LYING WITHIN QUITCLAIM DEED RECORDED AS 2007-1318688 OF OFFICIAL RECORDS.

**PARCEL NO. 16**

ALL OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

AND EXCEPT THE FOLLOWING PLATS;

"MAP OF DEDICATION OF WILLIS ROAD", RECORDED IN BOOK 936 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.

"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH - WEST CALISTOGA DRIVE MAP OF DEDICATION, RECORDED IN BOOK 966 OF MAPS, PAGE 24, MARICOPA COUNTY RECORDS.

"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH-SOUTH 182ND DRIVE AND A PORTION OF WEST MOUNTAIN VISTA DRIVE MAP OF DEDICATION", RECORDED IN BOOK 1059 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS.



"ESTRELLA - WEST CALISTOGA DRIVE PHASE 3-1 MAP OF DEDICATION", RECORDED IN BOOK 1288 OF MAPS, PAGE 16, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 9.8", RECORDED IN BOOK 1313 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.8", RECORDED IN BOOK 853 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.7", RECORDED IN BOOK 854 OF MAPS, PAGE 14, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.9", RECORDED IN BOOK 853 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.6", RECORDED IN BOOK 853 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 7.5", RECORDED IN BOOK 1328 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.

"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.14", RECORDED IN BOOK 1053 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.3", RECORDED IN BOOK 858 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.2", RECORDED IN BOOK 856 OF MAPS, PAGE 29, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.10", RECORDED IN BOOK 856 OF MAPS, PAGE 30, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 9.1", RECORDED IN BOOK 1367 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.

"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.4", RECORDED IN BOOK 1172 OF MAPS, PAGE 13, MARICOPA COUNTY RECORDS.

"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.6", RECORDED IN BOOK 1179 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS.

"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.5", RECORDED IN BOOK 1163 OF MAPS, PAGE 9.

"ESTRELLA PARCEL 9.31", RECORDED IN BOOK 1464 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS.

"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.26", RECORDED IN BOOK 1053 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 9.30", RECORDED IN BOOK 1534 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS AMENDED IN BOOK 1554 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS.

"CANTAMIA PHASES 2 AND 3", RECORDED IN BOOK 1249 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.

"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH", RECORDED IN BOOK 846 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS AND  
MONTECITO AT ESTRELLA PARCEL 7.11 FINAL PLAT", RECORDED IN BOOK 1273 OF MAPS, PAGE 31, MARICOPA COUNTY RECORDS.

AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOW DEEDS;  
WARRANTY DEED RECORDED AS 2010-899985 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2012-345382 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2012-345383 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2013-1037987 OF OFFICIAL RECORDS.  
SPECIAL WARRANTY DEED RECORDED AS 2013-1055573 OF OFFICIAL RECORDS.  
QUITCLAIM DEED RECORDED AS 2013-1037989 OF OFFICIAL RECORDS.  
QUITCLAIM DEED RECORDED AS 2016-0474529 OF OFFICIAL RECORDS.

**PARCEL NO. 17:**

ALL OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

AND EXCEPT THE FOLLOWING PLATS;

"MAP OF DEDICATION OF WILLIS ROAD", RECORDED IN BOOK 936 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.

"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH-SOUTH 182ND DRIVE AND A PORTION OF WEST MOUNTAIN VISTA DRIVE MAP OF DEDICATION", RECORDED IN BOOK 1059 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 9.31", RECORDED IN BOOK 1464 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 9.30", RECORDED IN BOOK 1534 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 9.22 and 9.24 A 7 B", RECORDED IN BOOK 1532 OF MAPS, PAGE 31, MARICOPA COUNTY RECORDS.

"CANTAMIA PHASES 2 AND 3", RECORDED IN BOOK 1249 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.

AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOW DEEDS

SPECIAL WARRANTY DEED RECORDED AS 2006-299530 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED RECORDED AS 2006-432555 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED RECORDED AS 2007-910047 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED RECORDED AS 2007-1333345 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED RECORDED AS 2008-708839 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED RECORDED AS 2013-1055573 OF OFFICIAL RECORDS.

SPECIAL WARRANTY DEED RECORDED AS 2013-0589994 OF OFFICIAL RECORDS.

**PARCEL NO. 18:**

THAT PORTION OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTHEASTERLY AND SOUTHEASTERLY OF THE EASTERLY RIGHT OF WAY OF ESTRELLA PARKWAY PHASE 3 RECORDED IN BOOK 771, PAGE 9, MARICOPA COUNTY RECORDS, AND THAT PORTION LYING WESTERLY OF THE WESTERLY LINE OF ESTRELLA PARKWAY PHASE 3 RECORDED IN BOOK 771, PAGE 9, MARICOPA COUNTY RECORDS, AND LYING NORTHEASTERLY AND NORTHERLY OF "CANTAMIA PHASES 2 AND 3", AND SHOWN AS "NOT A PART" ON SAID PLAT, RECORDED IN BOOK 1433 OF MAPS, PAGE 36.

EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

**PARCEL NO. 19:**

THE SOUTH HALF OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH RAINBOW VALLEY ROAD PER ROAD MAP AS

RECORDED IN BOOK 10 OF ROAD MAPS, PAGE 25, MARICOPA COUNTY RECORD, AND EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

**PARCEL NO. 20:**

THE SOUTH HALF OF THE NORTH HALF OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. EXCEPT ALL MINERALS RESERVED IN SAID PATENT FROM THE STATE OF ARIZONA.

**PARCEL NO. 21:**

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. EXCEPT ANY PORTION OF SOUTH RAINBOW VALLEY ROAD PER ROAD MAP AS RECORDED IN BOOK 10 OF ROAD MAPS, PAGE 25, LYING WITHIN SECTION 33 AND EXCEPT ALL MINERALS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

**PARCEL NO. 22:**

THE WEST HALF AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36 EXCEPT ALL MINERALS RESERVED IN DEED RECORDED IN BOOK 331 OF DEEDS, PAGE 567 AND IN BOOK 343 OF DEEDS, PAGE 525.

**PARCEL NO. 23:**

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH AND WEST OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF RAINBOW VALLEY ROAD PER ROAD MAP AS RECORDED IN BOOK 10, PAGE 25 RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

**PARCEL NO. 24:**

THE NORTH HALF OF THE NORTH HALF OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT THE WEST 2468.53 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 31, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 970615931, RECORDS OF MARICOPA COUNTY, ARIZONA. AND EXCEPT ANY PORTION LYING WITHIN PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS 2005-993661 OF OFFICIAL RECORDS.

**PARCEL NO. 25:**

LOT 2A OF A MINOR LAND DIVISION MAP OF ELLIOT CROSSING, LOT 2, IN THE OFFICIAL RECORDS OF THE MARICOPA COUNTY, RECORDED IN BOOK 1590 OF MAPS, PAGE 32.

**EXCEPTING OUT THE FOLLOWING PLATS**

ESTRELLA – PARCEL 11.E AS RECORDED IN BOOK 1685, PAGE 49 PER MARICOPA COUNTY RECORDS.

ESTRELLA - PARCEL 11.F1 AS RECORDED IN BOOK 1686, PAGE 6 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 11.I1 AS RECORDED IN BOOK 1685, PAGE 48 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 11.I2 AS RECORDED IN BOOK 1685, PAGE 47 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 11.H AS RECORDED IN BOOK 1632, PAGE 39 PER MARICOPA COUNTY RECORDS.

ESTRELLA – PARCEL 12.24 AS RECORDED IN BOOK 1545, PAGE 7 PER MARICOPA COUNTY RECORDS.

ESTRELLA – PARCEL 12.23 PHASE 1 AS RECORDED IN BOOK 1545, PAGE 17 PER MARICOPA COUNTY RECORDS.

ESTRELLA – PARCEL 12.23 PHASE 2 AS RECORDED IN BOOK 1662, PAGE 35 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 9.43 AS RECORDED IN BOOK 1549, PAGE 30 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 9.29 AS RECORDED IN BOOK 1663, PAGE 49 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 9.28 AS RECORDED IN BOOK 1617, PAGE 5 PER MARICOPA COUNTY RECORDS.

**AND EXCEPT**

THE LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT 2022-0474315 PER COUNTY RECORDS.

**EXHIBIT “F”**

**BUILDOUT PARCEL DESCRIPTION**

*(On the following pages)*

**BUILDOUT PARCEL DESCRIPTION:**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34, A 2 1/2" G.L.O. BRASS CAP STAMPED "1/4 S33 S34 1931" WHICH BEARS NORTH 0 DEGREES 20 MINUTES 08 SECONDS EAST A MEASURED DISTANCE OF 2685.87 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, A 3 1/4" G.L.O. BRASS CAP STAMPED "T1S R2W S33 S34 1916";

THENCE SOUTH 00 DEGREES 20 MINUTES 08 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 799.15 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST A DISTANCE OF 809.64 FEET TO THE NORTHWEST CORNER OF THE RAINBOW VALLEY WATER RECLAMATION FACILITY PHASE 1 BOUNDARY AS DESCRIBED IN DOCUMENT 2006-0299530, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 39 MINUTES 09 SECONDS WEST A DISTANCE OF 43.00 FEET;

THENCE NORTH 0 DEGREES 21 MINUTES 09 SECONDS EAST, ALONG THE PROJECTION OF A LINE PARALLEL TO AND 43.0 FEET WEST OF THE WEST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 82.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0 DEGREES 21 MINUTES 09 SECONDS EAST A DISTANCE OF 325.00 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST A DISTANCE OF 188.15 FEET;

THENCE NORTH 0 DEGREES 20 MINUTES 57 SECONDS EAST A DISTANCE OF 108.51 FEET;

THENCE NORTH 46 DEGREES 17 MINUTES 16 SECONDS EAST A DISTANCE OF 405.46 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER;

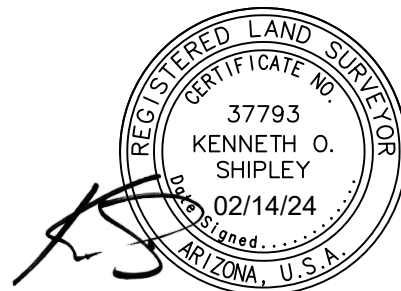
THENCE SOUTH 89 DEGREES 34 MINUTES 32 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 368.65 FEET;

THENCE SOUTH 0 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG THE PROJECTION OF A LINE PARALLEL TO AND 134.0 FEET EAST OF THE EAST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 714.97 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 09 SECONDS WEST, ALONG A LINE PARALLEL TO AND 82.0 FEET NORTH OF THE NORTH LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 848.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.30 ACRES +/-

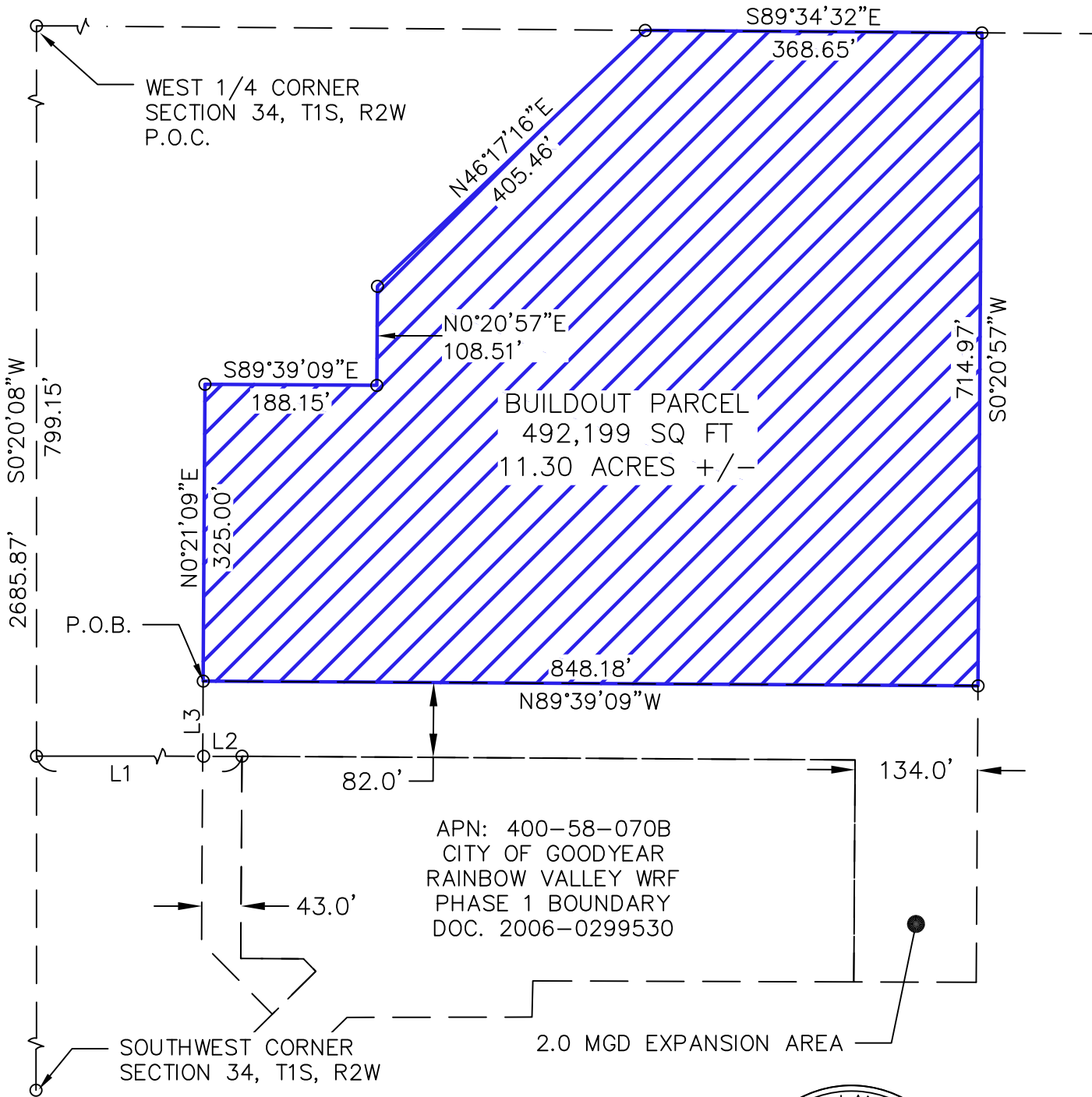
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



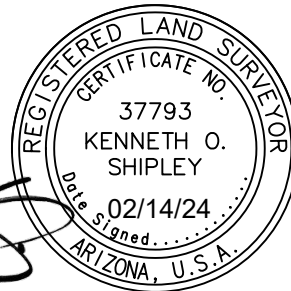
**RAINBOW VALLEY WRF BUILDOUT PARCEL**

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	02/14/2024
SCALE:	NTS	SHEET	1 OF 2

Prepared By: 82 BRAVO, LLC  
579 W Wickenburg Way, Suite #2  
Wickenburg, Arizona 85390  
928-684-5046 Info@82Bravo.com  
www.82Bravo.com



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89° 39' 09\"E	809.64
L2	N89° 39' 09\"W	43.00
L3	N0° 21' 09\"E	82.00



**RAINBOW VALLEY WRF BUILDOUT PARCEL**

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	02/14/2024
SCALE:	NTS	SHEET	2 OF 2

Prepared By:  
 82 BRAVO, LLC  
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 Suite #2  
 Wickenburg, Arizona 85390  
 928-684-5046 Info@82Bravo.com  
 www.82Bravo.com

**EXHIBIT “G”**  
**OVERALL SITE PLAN**

*(On the following pages)*



Replacement Page

Exhibit 'G'

Overall Site Plan

**Page 65 of 65**

On File at the Goodyear City Clerk's Office  
1900 N. Civic Square  
Goodyear, AZ 85395  
623-882-7830