

RECORDING REQUESTED BY

WHEN RECORDED, RETURN TO:
Camino A Lago, LLC
7001 N. Scottsdale Road, Suite 1015
Scottsdale, Arizona 85253

REIMBURSEMENT AGREEMENT
(Meadows Neighborhood Park Site)

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 2018 and is entered into by and between **CAMINO A LAGO, LLC**, an Arizona limited liability company (“**Park Developer**”), and **THE CITY OF PEORIA** (“**City**”). Park Developer and the City are collectively referred to as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. Park Developer has a Certificate of Purchase (#53-108549) with the Arizona State Land Department (ASLD) to acquire that certain real property located in the City of Peoria, Maricopa County, Arizona, more particularly described in **Exhibit A**, attached hereto (the “**Property**”)

B. Park Developer plans to construct a residential subdivision within “**Parcels 7 & 8**” of the Meadows subdivision (the “**Meadows**”), construction plans for which will be submitted to the City for review and approval. Park Developer may also elect to convey the development rights and construction obligations pertaining to Parcels 7 & 8, including without limitation the rights and obligations set forth in this Agreement, to one or more successors.

C. Park Developer plans to dedicate to the City pursuant to a separate written agreement between Park Developer and the City that certain approximately 10-acre parcel of real property more particularly described in **Exhibit B**, attached hereto (the “**Park Site**”).

D. Following such dedication of the Park Site, Park Developer intends to cause the design and construction of certain improvements to the Park Site comparable to the Park Developer South Park and as generally described in **Exhibit C**, attached hereto (the “**Park Site Improvements**”). The design and construction of the Park Site Improvements is referred to herein as the “**Project**”.

E. The City will fund the Project at its sole cost and expense, in a maximum amount of \$4,438,913, inclusive of a 10% construction contingency, but excluding the cost of the mass-grading more particularly described on **Exhibit D** (the “**Mass Grading**”).

F. The purpose of this agreement is to identify and define the responsibilities of the Parties for various elements of the Project which include, but are not limited to design, permitting, construction, construction administration and payment terms.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, Park Developer and the City hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. **Incorporation of Exhibits.** The following documents are referred to in this Agreement and are attached hereto and made a part of this Agreement by this reference:

Exhibit Description

- A Legal description of Parcels 7 & 8;
- B Legal description of the Park Site;
- C Description of the Park Site Improvements;
- D. Description of Mass Grading; and
- E. HOA Maintenance Area.

3. Park Developer Obligations.

- a. Park Developer shall submit to the City design documents for permitting of the Project. Project design shall comply with City requirements, including, without limitation, any applicable stipulations in the current zoning ordinance for the Property, and receive City approval prior to commencement of permitting and construction. The Parties anticipate that the Project design will allow pedestrian access through the retention area(s), and will ensure adequate access and the alignment of utility connections, sidewalks, and similar amenities with those of adjacent improved areas. The retention areas shall be designed in a shallow manner so as to maximize usability for programmatic recreation.

- b. All Project costs incurred exclusive of the Mass Grading will be reimbursed by the City to Park Developer in a maximum amount of \$4,438,913.
- c. Park Developer shall cooperate with the City in the conducting of a public meeting and design charrette with school district officials to address park design and synergy with the adjacent school site.
- d. Park Developer shall be responsible for the permitting, bidding, construction and construction administration of the Project per City approved plans and reports. Park Developer shall seek the City's input on the design of the work comprising the Project, the selection of the contractor and coordination of the construction.
- e. Park Developer and their contractors and subcontractors shall comply with all federal, state, and municipal requirements, including without limitation the requirements of Arizona Revised Statutes Title 34.
- f. Park Developer and their contractors and subcontractors shall comply with all necessary City bonding and insurance requirements.
- g. Park Developer shall obtain, or cause their contractors and subcontractors to obtain, all required permits from the City and/or other jurisdictions including, but shall not be limited to, engineering permit, Maricopa County dust control permit, and any other permits necessary for completion of the Project. Park Developer or its subcontractor shall pay all fees required by the prevailing jurisdictions, subject to reimbursement by the City.
- h. Park Developer shall procure easements, if any, required for construction of any utilities as part of the Park Site Improvements; provided, that following conveyance of the Park Site to the City, the City agrees to grant any such easements without charge.
- i. Park Developer shall abide by all applicable standards, general notes, and standards and requirements regarding noise abatement, grading and drainage, storm water retention, right-of-way dedication and acquisition, street improvements; trail dedication and construction, utility improvements; and standards identified in City's Infrastructure Design Guidelines; and City Codes, Procedures and Policies.
- j. Park Developer shall submit to the City a cost proposal from the consultant and/or contractor who will be performing the work on the Project and enumerating all costs related to the Project. The proposal and cost estimate shall include all items related to the Project. Park Developer and the City shall amend this Agreement once such proposal and cost estimate is accepted

by the City so as to set forth the specific sum of the costs related to the Project, for all of which the City shall be responsible.

- k. Park Developer shall use commercially reasonable efforts to complete the design, and to commence construction of the Project prior to the issuance of the 1,000th building permit for the Meadows (the “**Commencement Date**”); provided, however, that in no event shall the Commencement Date occur until the City has (i) confirmed that funds necessary to pay the cost of the Project, not to exceed \$4,438,913, are available for the Project and (ii) approved plans for the Project and issued permits therefor. The Commencement Date shall be extended for delay due to any strike, lockout, labor dispute, litigation, unavailability of services, labor or materials, acts of God, unusually inclement weather, unusual governmental restriction, regulation, delay or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty or any condition caused by the City. Following commencement of the Project, Park Developer shall diligently pursue the same to completion.
- l. Park Developer will require the contractor who will be performing the work on the Project to provide a warranty on the work on the Project, with such warranty work being provided at no cost to the City. The warranty shall be for a period of one (1) year commencing on the date the City issues a FLOA (defined below) for the Project.
- m. Park Developer may, at its option and expense, add additional improvements to the Park Site beyond the Park Site Improvements or provide enhanced maintenance to any portion of the Park Site Improvements (such as over seeding any grassy areas) with the prior written approval of the City, not to be unreasonably withheld conditioned or delayed.

4. **City Obligations.**

- a. The City shall review and approve the duly-bid Project cost proposal and estimate. If the cost of the Project will exceed the \$4,438,913 sum being reimbursed by the City to Park Developer, the Parties will cooperate reasonably in the value re-engineering of the Park Improvements such that the cost of the Project will be equal to or less than \$4,438,913, unless the City agrees in writing to provide for the difference in costs beyond such \$4,438,913 sum. The City will make reasonable efforts to accelerate the availability of necessary funds so that the Project may be constructed as soon as reasonably possible.
- b. The City shall review and approve improvement plans for the Project and cooperate with Park Developer in the conducting of a public meeting and

design charrette with school district officials to address park design and synergy with the adjacent school site.

- c. Nothing in this Agreement obligates the City to waive or accept design standards not meeting City adopted standards, and neither does anything in this Agreement prevent Park Developer from applying to the City for waiver and/or variance from City adopted standards in accordance with City policy, apart from this Agreement.
- d. The City shall issue construction permits and inspect the Project work for compliance with approved plans and City standards. If all City standard conditions are met and the work is completed to the City's satisfaction, a Final Letter of Acceptance ("**FLOA**") will be issued for the Project.
- e. The City shall work with Park Developer to permit the Parcels 7 & 8 Phase I and Phase II improvements (as such phases are shown on the plat for Parcels 7 & 8); to be recorded following the date hereof (the "**Plat**"), independent of the Project. Acceptance and issuance of FLOA for Parcels 7 & 8 Phase I and/or Phase II improvements, and issuance of certificates of occupancy for Parcels 7 & 8 Phase I and/or Phase II shall not be conditioned or denied so long as planning, permitting and/or construction of the Project is in progress.
- f. Park Developer shall invoice the City no more than every thirty (30) days for work performed with respect to the Project pursuant to this Agreement. The City shall review submitted invoices from Park and provide requests for revision or additional information within fourteen (14) days of invoice receipt. All invoices shall be paid by the City by the earlier of (i) twenty-one (21) days following initial submittal to the City or (ii) five (5) business days prior to the date Park Developer is required to make payments to the contractors or other consultants under applicable law. Each invoice shall set forth the total amount to be paid (including an itemized summary of the fees and costs comprising such total amount). Payment will be made to Park Developer. Upon completion of the Project, submittal of as-built plans and issuance of the Final Letter of Acceptance (FLOA) by the City, Park Developer shall submit a final invoice to the City for the final amount of the cost reimbursement.
- g. Once the Park Improvements have been constructed and accepted by the City, the City shall be solely responsible for the maintenance of the Park Site and the Park Site Improvements, with the exception of (i) items covered by the contractor's warranty, (ii) the ~~drainage and retention~~ areas that are subject to maintenance by The Meadows Community Master Association as depicted on **Exhibit DE**, which shall be subject to a separate recorded easement agreement.

5. **Project Costs.** Nothing in this Agreement obligates the City to waive any fees from City adopted fee schedules unless expressly stated within this Agreement.

6. **Schedule.**

- a. Park Developer shall provide a schedule for the Project to the City for review and concurrence prior to issuance of the construction permits.
- b. Nothing in this Agreement obligates the City to provide expedited processing, and neither does anything in this Agreement prevent Park Developer from applying to the City for expedited processing in accordance with City policy, apart from this Agreement.

7. **Indemnification.** Park Developer shall, and shall require each subcontractor (at no cost the City) to contractually agree to indemnify, defend, and hold harmless both Park Developer and the City, and each of their respective directors, officers, employees, and agents, for, from and against all claims, demands, suits, and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person (including, but not limited to, employees of the City), or to any property, to which the City, its directors, officers, employees, or agents may be put or subject to by reason of (i) any act or omission by Park Developer or such subcontractor or any of its directors, officers, employees, agents, contractors, or invitees relating to actions in connection with the Project by Park Developer or such subcontractor and/or its employees, agents, contractors, invitees or successors in interest; or (ii) any failure on the part of Park Developer or such subcontractor, or any of its directors, officers, employees, contractors, agents or successors in interest to fulfill its obligations hereunder, except to the extent that any loss, damage, expense, and liability is attributable to the negligent or willful acts or failure to act or misconduct of the City, its directors, officers, employees, and agents.

Prior to commencement of any work of the Project, Park Developer will cause its subcontractors to deliver to the City an amended Certificate of Insurance or a separate Certificate of Insurance naming the City as an additional insured with equivalent limits and terms to that certain Certificate of Insurance issued to Park Developer.

8. **Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

9. **Amendment or Cancellation of the Agreement.** This Agreement may be amended or cancelled, in whole or in part and with respect to all or any portion of the Project only with the mutual written consent of the Parties hereto. This Agreement shall automatically terminate when all required work under the Agreement has been completed and the City has made all payments to Park Developer. However, Sections 7 (for a period of 1 year after completion of the project or termination date of contract) and 8 of the Agreement shall survive revocation and/or termination of this agreement.

GENERAL PROVISIONS

10. **Successors and Assigns.** The obligations and benefits created by this Agreement shall run with and bind the respective successors and assigns of the parties hereto. Without limiting the foregoing, Park Developer named herein may assign its obligations under this Agreement to a homebuilder acquiring all or a portion of Parcels 7 & 8 of the Meadows, and upon the assumption by the homebuilder of Park Developer's obligations hereunder, the assignor shall be released from liability hereunder.

11. **Attorneys' Fees and Costs.** If the City or Park Developer defaults in the timely performance of its obligations under this Agreement, the Party not in default shall be entitled to recover court costs and reasonable attorneys' fees, as determined by a court, in any suit or proceeding to enforce its rights under this Agreement. The foregoing shall not in any way limit or restrict any right or remedy at law or equity, which would otherwise be available to such Party in default.

12. **Authority.** Park Developer represents and warrants to the City: (1) that it is duly formed and validly existing under the laws of the State of Arizona; and (2) that the individual executing this Agreement on behalf of Park Developer is authorized and empowered to bind Park Developer. The City represents and warrants to Park Developer: (1) that it is a duly formed municipal corporation within the State of Arizona; and (2) that the individuals executing this Agreement on behalf of the City are authorized and empowered to bind the City.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

14. **Default, Remedies.** If any Party to this Agreement breaches any provision of the Agreement, the non-defaulting Party will be entitled to all remedies available at both law and in equity, including but not limited to specific performance.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to this issue and will not be changed or added to except in the manner provided herein. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than specifically incorporated herein by reference, regarding the subject of this Agreement, are superseded by this Agreement.

16. **Governing Law.** This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Jurisdiction and venue for any action concerning this Agreement shall be solely in Maricopa County, Arizona.

17. **Severability.** If any provision of this Agreement is declared void or unenforceable, the provisions will be severed from this Agreement and the remainder of the Agreement will otherwise remain in full force and effect, provided that the overall intent of the Parties is not materially vitiated by such severability.

18. **Service of Notice.** All notices and demands required or permitted by this Agreement shall be in writing and shall be deemed to have been given properly when (i) sent by certified mail (postage fully prepaid) or delivered personally or by overnight courier, to the respective address below or to such other address as may be furnished in writing by either Party to the other pursuant to this Section 18; or (ii) transmitted by facsimile to the respective facsimile number below or to such other facsimile number as may be furnished in writing by either Party to the other pursuant to this Section 18, and the appropriate confirmation is received.

Notices to Park Developer:

CAMINO A LAGO, LLC
Attn: Michelle Yerger
7001 N. Scottsdale Road, Suite 1015
Scottsdale, Arizona 85253
Facsimile No. 480-315-2699
Telephone No. 480-315-2600

Notices to City:

City of Peoria
Attn: Adina Lund
Development and Engineering Director
9875 N. 85th Ave
Peoria, Arizona 85345
Facsimile No. 623-773-7211
Telephone No. 623-773-7215

All notices and demands shall be deemed effective upon delivery, if delivered personally or by overnight courier, or if transmitted by facsimile, or upon receipt of certified mail.

19. **Waiver.** No waiver by either Party of any breach of any of the covenants or conditions of this Agreement which are to be performed by the other Party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

SIGNATURES APPEAR ON FOLLOWING PAGES

| [\[Notary Seal\]](#)

| _____

| [\[Signature Page to Reimbursement Agreement\]](#)

CAMINO A LAGO, LLC, a Delaware limited liability company

By: Communities Southwest Management, Inc., an Arizona corporation
Its: Manager

By: _____

Its: _____

By: _____

Its: _____

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____ as _____ and _____ as _____ of Communities Southwest Management, Inc., an Arizona corporation, the manager of Camino A Lago, LLC, an Arizona limited liability company ~~-,~~ [on behalf of the company.](#)

Notary Public

| ~~My Commission Expires:~~

| _____

| [\[Notary Seal\]](#)

EXHIBIT A
Legal description of Parcels 7 & 8

October 10, 2017

PN: 155028

Legal Description
Meadows Parcels 7 & 8
A-2A

Tract N and portions of Parcels 7A, 7B and 8B and Tracts G and M of the Takedown Map of Development Master Plan for "The Meadows" recorded in Book 1053, Page 38, Maricopa County Records, also being a portion of the northwest quarter of Section 16, Township 4 North, Range 1 East of the Gila and Salt River Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Section 16, monumented by a brass cap in handhole from which the north quarter corner of said Section 16, monumented by a brass cap in handhole bears as a basis of bearing North 89°52'15" East, a distance of 2,637.76 feet;

THENCE along the north line of said Section 16, North 89°52'15" East, a distance of 2,561.64 feet to the northeast corner of Tract G as shown on said Takedown Map;

THENCE departing said north line, along the east line of said Tract G, South 45°07'20" East, a distance of 85.00 feet;

THENCE continuing along said east line, South 00°06'37" East, a distance of 2.31 feet to the beginning of a tangent curve, concave easterly, whose radius point bears North 89°53'23" East, a distance of 516.00 feet;

THENCE southerly along said curve to the left, through a central angle of 05°07'24", an arc distance of 46.14 feet to the curve's end;

THENCE South 05°14'01" East, a distance of 134.43 feet to the beginning of a tangent curve, concave westerly, whose radius point bears South 84°45'59" West, a distance of 484.00 feet;

THENCE southerly along said curve to the right, through a central angle of 05°07'24", an arc distance of 43.28 feet to the centerline of 95th Avenue as shown on said Takedown Map and the curve's end;

THENCE continuing along the east line of said Tract G and along the centerline of said 95th Avenue, South 00°06'37" East, a distance of 504.79 feet;

THENCE departing said east line and said centerline, South 89°53'23" West, a distance of 240.00 feet;

THENCE North 00°06'37" West, a distance of 62.32 feet;
THENCE North 45°07'11" West, a distance of 28.28 feet;
THENCE South 89°52'15" West, a distance of 80.49 feet;
THENCE South 00°07'45" East, a distance of 135.00 feet;
THENCE South 89°52'15" West, a distance of 307.59 feet;
THENCE South 89°32'05" West, a distance of 12.41 feet;
THENCE South 88°48'03" West, a distance of 78.30 feet;
THENCE South 74°30'04" West, a distance of 75.98 feet;
THENCE South 68°00'00" West, a distance of 320.00 feet;
THENCE North 22°00'00" West, a distance of 135.00 feet;
THENCE South 68°00'00" West, a distance of 30.00 feet;
THENCE South 22°00'00" East, a distance of 135.00 feet;
THENCE South 68°00'00" West, a distance of 140.00 feet;
THENCE South 70°59'17" West, a distance of 67.98 feet;
THENCE South 80°41'14" West, a distance of 67.41 feet;
THENCE North 89°23'50" West, a distance of 67.41 feet;
THENCE South 05°33'37" West, a distance of 135.00 feet to the beginning of a non-tangent curve, concave northerly, whose radius point bears North 05°33'37" East, a distance of 525.00 feet;
THENCE westerly along said curve to the right, through a central angle of 02°52'48", an arc distance of 26.39 feet to the curve's end;
THENCE North 81°33'35" West, a distance of 111.15 feet;
THENCE North 36°33'35" West, a distance of 28.28 feet;
THENCE North 08°26'25" East, a distance of 62.28 feet to the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 40°54'09" East, a distance of 14.50 feet;

THENCE northeasterly along said curve to the right, through a central angle of 08°54'11", an arc distance of 2.25 feet to the beginning of a tangent reverse curve, concave westerly, whose radius point bears North 31°59'58" West, a distance of 41.00 feet;

THENCE northerly along said curve to the left, through a central angle of 99°07'13", an arc distance of 70.93 feet to the beginning of a tangent reverse curve, concave northeasterly, whose radius point bears North 48°52'48" East, a distance of 14.50 feet;

THENCE northwesterly along said curve to the right, through a central angle of 08°54'11", an arc distance of 2.25 feet to a point of non-tangency;

THENCE North 81°22'07" West, a distance of 62.00 feet;

THENCE South 53°26'25" West, a distance of 11.31 feet;

THENCE North 81°33'35" West, a distance of 90.07 feet to the beginning of a tangent curve, concave northeasterly, whose radius point bears North 08°26'25" East, a distance of 175.00 feet;

THENCE northwesterly along said curve to the right, through a central angle of 34°16'13", an arc distance of 104.67 feet to the beginning of a tangent reverse curve, concave southwesterly, whose radius point bears South 42°42'38" West, a distance of 225.00 feet;

THENCE northwesterly along said curve to the left, through a central angle of 30°22'08", an arc distance of 119.26 feet to a point of non-tangency;

THENCE North 08°26'25" East, a distance of 256.34 feet;

THENCE North 40°57'15" West, a distance of 20.20 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 35°27'03" West, a distance of 50.00 feet;

THENCE northerly along said curve to the left, through a central angle of 46°06'33", an arc distance of 40.24 feet to the curve's end;

THENCE North 08°26'25" East, a distance of 12.00 feet;

THENCE North 81°33'35" West, a distance of 58.00 feet;

THENCE North 08°26'25" East, a distance of 123.00 feet;

THENCE North 79°18'18" West, a distance of 92.99 feet;

THENCE North 86°41'21" West, a distance of 105.89 feet;

THENCE South 89°51'54" West, a distance of 219.70 feet;

THENCE South 00°08'06" East, a distance of 125.00 feet;

THENCE South 06°59'24" West, a distance of 80.62 feet;

THENCE South 00°08'06" East, a distance of 75.29 feet to the beginning of a tangent curve, concave westerly, whose radius point bears South 89°51'54" West, a distance of 325.00 feet;

THENCE southerly along said curve to the right, through a central angle of 03°20'18", an arc distance of 18.94 feet to a point of non-tangency;

THENCE South 89°52'15" West, a distance of 189.45 feet;

THENCE North 00°08'06" West, a distance of 171.95 feet;

THENCE North 89°51'54" East, a distance of 140.00 feet;

THENCE North 00°08'06" West, a distance of 51.99 feet;

THENCE North 45°07'56" West, a distance of 28.29 feet;

THENCE South 89°52'15" West, a distance of 180.00 feet to the west line of said Section 16;

THENCE along said west line, North 00°08'06" West, a distance of 516.04 feet to the POINT OF BEGINNING.

SUBJECT TO all covenants, rights-of-way and easements of record.

Containing 2,187,932 Sq. Ft. or 50.23 acres, more or less.

TOGETHER WITH

Legal Description
Meadows Parcels 7 & 8
A-2B

A portion of Parcels 5, 6, 7A, 7B, 8A and 8B and Tracts C, E, G and M of the Takedown Map of Development Master Plan for "The Meadows" recorded in Book 1053, Page 38, Maricopa County Records, also being a portion of the northwest quarter of Section 16, Township 4 North, Range 1 East of the Gila and Salt River Meridian, more particularly described as follows:

COMMENCING at the northwest corner of said Section 16, monumented by a brass cap in handhole from which the north quarter corner of said Section 16, monumented by a brass cap in handhole bears as a basis of bearing North 89°52'15" East, a distance of 2,637.76 feet;

THENCE along the west line of said Section 16, South 00°08'06" East, a distance of 516.04 feet to the

POINT OF BEGINNING;

THENCE departing said west line, North 89°52'15" East, a distance of 180.00 feet;

THENCE South 45°07'56" East, a distance of 28.29 feet;

THENCE South 00°08'06" East, a distance of 51.99 feet;

THENCE South 89°51'54" West, a distance of 140.00 feet;

THENCE South 00°08'06" East, a distance of 171.95 feet;

THENCE North 89°52'15" East, a distance of 189.45 feet to the beginning of a non-tangent curve, concave westerly, whose radius point bears North 86°47'48" West, a distance of 325.00 feet;

THENCE northerly along said curve to the left, through a central angle of 03°20'18", an arc distance of 18.94 feet to the curve's end;

THENCE North 00°08'06" West, a distance of 75.29 feet;

THENCE North 06°59'24" East, a distance of 80.62 feet;

THENCE North 00°08'06" West, a distance of 125.00 feet;

THENCE North 89°51'54" East, a distance of 219.70 feet;

THENCE South 86°41'21" East, a distance of 105.89 feet;

THENCE South 79°18'18" East, a distance of 92.99 feet;

THENCE South 08°26'25" West, a distance of 123.00 feet;

THENCE South 81°33'35" East, a distance of 58.00 feet;

THENCE South 08°26'25" West, a distance of 12.00 feet to the beginning of a tangent curve, concave northwesterly, whose radius point bears North 81°33'35" West, a distance of 50.00 feet;

THENCE southerly along said curve to the right, through a central angle of 46°06'33", an arc distance of 40.24 feet to a point of non-tangency;

THENCE South 40°57'15" East, a distance of 20.20 feet;

THENCE South 08°26'25" West, a distance of 256.34 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears South 12°20'30" West, a distance of 225.00 feet;

THENCE southeasterly along said curve to the right, through a central angle of 30°22'08", an arc distance of 119.26 feet to the beginning of a tangent reverse curve, concave northeasterly, whose radius point bears North 42°42'38" East, a distance of 175.00 feet;

THENCE southeasterly along said curve to the left, through a central angle of 34°16'13", an arc distance of 104.67 feet to the curve's end;

THENCE South 81°33'35" East, a distance of 90.07 feet;

THENCE North 53°26'25" East, a distance of 11.31 feet;

THENCE South 81°22'07" East, a distance of 62.00 feet to the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North 57°46'59" East, a distance of 14.50 feet;

THENCE southeasterly along said curve to the left, through a central angle of 08°54'11", an arc distance of 2.25 feet to the beginning of a tangent reverse curve, concave westerly, whose radius point bears South 48°52'48" West, a distance of 41.00 feet;

THENCE southerly along said curve to the right, through a central angle of 99°07'13", an arc distance of 70.93 feet to the beginning of a tangent reverse curve, concave southeasterly, whose radius point bears South 31°59'58" East, a distance of 14.50 feet;

THENCE southwesterly along said curve to the left, through a central angle of 08°54'11", an arc distance of 2.25 feet to a point of non-tangency;

THENCE South 08°26'25" West, a distance of 62.28 feet;

THENCE South 36°33'35" East, a distance of 28.28 feet;

THENCE South 81°33'35" East, a distance of 111.15 feet to the beginning of a tangent curve, concave northerly, whose radius point bears North 08°26'25" East, a distance of 525.00 feet;

THENCE easterly along said curve to the left, through a central angle of 02°52'48", an arc distance of 26.39 feet to a point of non-tangency;

THENCE North 05°33'37" East, a distance of 135.00 feet;

THENCE South 89°23'50" East, a distance of 67.41 feet;

THENCE North 80°41'14" East, a distance of 67.41 feet;

THENCE North 70°59'17" East, a distance of 67.98 feet;

THENCE North 68°00'00" East, a distance of 140.00 feet;

THENCE North 22°00'00" West, a distance of 135.00 feet;
THENCE North 68°00'00" East, a distance of 30.00 feet;
THENCE South 22°00'00" East, a distance of 135.00 feet;
THENCE North 68°00'00" East, a distance of 320.00 feet;
THENCE North 74°30'04" East, a distance of 75.98 feet;
THENCE North 88°48'03" East, a distance of 78.30 feet;
THENCE North 89°32'05" East, a distance of 12.41 feet;
THENCE North 89°52'15" East, a distance of 307.59 feet;
THENCE North 00°07'45" West, a distance of 135.00 feet;
THENCE North 89°52'15" East, a distance of 80.49 feet;
THENCE South 45°07'11" East, a distance of 28.28 feet;
THENCE South 00°06'37" East, a distance of 62.32 feet;
THENCE North 89°53'23" East, a distance of 240.00 feet to the east line of Tract G as shown on said Takedown Map, said east line also being the centerline of 95th Avenue;
THENCE along said east line and said centerline, South 00°06'37" East, a distance of 567.26 feet;
THENCE departing said east line and said centerline, South 89°53'23" West, a distance of 55.00 feet;
THENCE South 39°53'05" West, a distance of 53.29 feet;
THENCE South 60°08'32" West, a distance of 109.98 feet;
THENCE South 89°52'15" West, a distance of 337.34 feet;
THENCE South 89°43'51" West, a distance of 55.88 feet;
THENCE South 84°13'52" West, a distance of 57.53 feet;
THENCE South 74°51'39" West, a distance of 57.53 feet;
THENCE South 68°15'19" West, a distance of 59.42 feet;

THENCE South 68°00'00" West, a distance of 434.55 feet;

THENCE South 76°14'19" West, a distance of 95.08 feet;

THENCE South 80°53'10" West, a distance of 68.57 feet;

THENCE South 85°33'01" West, a distance of 68.57 feet;

THENCE North 02°08'37" West, a distance of 120.68 feet to the beginning of a non-tangent curve, concave northerly, whose radius point bears North 02°08'37" West, a distance of 725.00 feet;

THENCE westerly along said curve to the right, through a central angle of 02°58'09", an arc distance of 37.57 feet to a point of non-tangency;

THENCE South 49°23'04" West, a distance of 29.62 feet;

THENCE South 07°09'12" West, a distance of 190.17 feet to the beginning of a tangent curve, concave easterly, whose radius point bears South 82°50'48" East, a distance of 55.00 feet;

THENCE southerly along said curve to the left, through a central angle of 17°20'29", an arc distance of 16.65 feet to the beginning of a tangent reverse curve, concave northwesterly, whose radius point bears South 79°48'42" West, a distance of 55.00 feet;

THENCE southwesterly along said curve to the right, through a central angle of 125°58'12", an arc distance of 120.92 feet to the beginning of a tangent reverse curve, concave southerly, whose radius point bears South 25°46'54" West, a distance of 55.00 feet;

THENCE westerly along said curve to the left, through a central angle of 17°20'29", an arc distance of 16.65 feet to the curve's end;

THENCE North 81°33'35" West, a distance of 152.22 feet;

THENCE South 53°26'25" West, a distance of 28.28 feet;

THENCE South 08°26'25" West, a distance of 42.48 feet to the beginning of a tangent curve, concave easterly, whose radius point bears South 81°33'35" East, a distance of 275.00 feet;

THENCE southerly along said curve to the left, through a central angle of 02°41'37", an arc distance of 12.93 feet to a point of non-tangency;

THENCE South 84°15'13" East, a distance of 135.00 feet;

THENCE South 08°12'49" East, a distance of 60.92 feet;

THENCE South 17°14'14" East, a distance of 40.03 feet;

THENCE South 20°31'06" East, a distance of 238.72 feet;

THENCE South 65°24'49" West, a distance of 137.22 feet to the beginning of a non-tangent curve, concave easterly, whose radius point bears North 66°48'31" East, a distance of 1,475.00 feet;

THENCE southerly along said curve to the left, through a central angle of 00°36'32", an arc distance of 15.68 feet to a point of non-tangency;

THENCE South 40°33'54" East, a distance of 35.25 feet;

THENCE South 24°07'19" East, a distance of 104.09 feet;

THENCE South 69°59'21" East, a distance of 13.97 feet;

THENCE South 25°52'10" East, a distance of 50.00 feet to the centerline of Williams Road as shown on said Takedown Map and to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 25°52'10" West, a distance of 1,526.24 feet;

THENCE southwesterly along said curve to the right, through a central angle of 25°48'09", an arc distance of 687.33 feet to the curve's end;

THENCE South 89°55'59" West, a distance of 450.54 feet to the west quarter corner of said Section 16, monumented by a brass cap flush;

THENCE departing said centerline, along the west line of said Section 16, North 00°08'06" West, a distance of 2,117.07 feet to the POINT OF BEGINNING.

SUBJECT TO all covenants, rights-of-way and easements of record.

EXHIBIT B
Legal description of the Park Site

Tract 5 as shown on the Takedown Map of Development Master Plan for “The Meadows” recorded on April 21, 2010 in Book 1053, Page 38, Instrument No. 2010-0334874, records of Maricopa County, Arizona (the “Takedown Map”); provided, however, that following the recordation of this Agreement the Plat will be recorded for the Property, which will include the Park Site as Tract X, and if the description of Tract X deviates at all from Tract 5 on the Takedown Map, this description shall be deemed automatically amended to refer to Tract X on the Plat.

EXHIBIT C
Description of the Park Site Improvements

Park Developer shall include the following items in the design of the Park Site Improvements:

- i. Three concepts will be developed to present to City staff and the community
- ii. All concepts will include (at a minimum):
 1. Lighted field for baseball, softball and soccer
 2. Inclusive Playground split for two age groups with shade structure(s)
 3. Shade ramadas with picnic tables – 2 small and 1 large ramada
 4. The City's standard park restroom building
 5. Drinking fountain
 6. 30 parking spots on site
 7. Concrete walking trail with mile marker/signage
- iii. Optional components to share with community may include (for example):
 1. Passive turf area
 2. Additional lighted field
 3. Sport courts
 4. Sand Volleyball
 5. Fitness Stations (fit play)
<https://www.playcore.com/solutions/outdoor-adult-fitness>
- iv. Plans shall be presented at one public meeting
- v. Plans shall be presented at one design charrette with the school to look at park and field design synergy.
- vi. A separate electrical system shall be designed for school and park field lighting
- vii. Drainage design shall include:
 1. Erosion Control Measures
 2. Drywells
 3. Multi-level to maximize use post storm event
- viii. City shall be included in regular client meetings for input on milestone decisions.

EXHIBIT D
Description of Mass Grading

Mass grading as shown on The Meadows-Parcels 7 & 8 Phase I Grading and Drainage Plans prepared by Michael Baker International dated November 30, 2017 as Project No. 152073.

EXHIBIT E
HOA Maintenance Area

The areas adjacent to the Park Site noted as the “Limits of Landscape Construction” on pages 15 and 21 of the Landscape Plan for The Meadows-Parcels 7 & 8 (Phase 1) prepared by smART Development having a Plot Date of May 30, 2017 for Project No. 14-050-03.