

Exhibit A
January 18, 2018 Email
from Arizona State
Land Department

Lorie Dever

From: Jacobs, David <[REDACTED]>
Sent: Thursday, January 18, 2018 1:53 PM
To: David Benton; Lorie Dever
Cc: 'Brian Greathouse'; Jacque Collard
Subject: Cowtown/ASLD negotiation re PAD application

On behalf of the Arizona State Land Department ("ASLD"), I would like to acknowledge that ASLD and Cowtown have been negotiating in good faith to reach an agreement concerning the remediation of prior encroachments and prevention of future encroachments on the State Trust Land adjacent to Cowtown.

ASLD plans to formally withdraw its objection to the PAD application upon execution of an Agreement containing the terms briefly outlined below which are being developed into a formal agreement.

ASLD agrees to withdraw its objection to the PAD Application if the City and Westward Ho enter into an MOU which contains language, already forwarded to the City, which is designed to ensure that outdoor shooting and tactical training on the Cowtown Property do not encroach on neighboring land.

ASLD agrees to withdraw its objection to the PAD Application if ASLD and Westward Ho enter into an agreement providing:

1. Within 3 months of the effective date of the agreement, Westward Ho shall complete for the benefit of ASLD soil sampling on areas of State Trust land, identified and agreed to jointly by Westward Ho and ASLD, that were directly in the line of fire of targets set near the State Trust Land boundary. The soil sampling shall be sufficient to determine all Recognized Environmental Conditions ("RECs") for the identified areas of State Trust land.
2. Within 1 month of the effective date of the agreement, Westward Ho shall apply for and shall make a reasonable attempt to obtain from ASLD a right-of-way that will, for a period of ten (10) years, renewable, provide a 1000 foot buffer on the State Trust Land surrounding the Cowtown Property. Westward Ho shall further remove any roads, fences, or any other improvements within the buffer that are in trespass on State Trust land and restore grading and vegetation to match adjacent undisturbed areas.
3. Within 9 months of the effective date of the Agreement, Westward Ho shall remove and dispose of the contaminated soil identified in the Phase I Study and the subsequent sampling performed pursuant to #1, in accordance with regulatory requirements.

Westward Ho acknowledges its responsibility for and obligation to remediate contaminated soil and to remedy the existing trespass, even if Westward Ho does not purchase the ROW.

Thank you,

David F. Jacobs
Assistant Attorney General
State of Arizona
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