Recorded by:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20130104447,02/01/2013 09:51,
C8209-81-1-1--B,N

RE-RECORDATION FOR THE PURPOSE OF CORRECTION BY THE CITY OF GLENDALE

CONTRACT C - 8209

The following CITY CLERK ORIGINAL CONTRACT, C-8209, SUPERSEDES the previously recorded document contained in the Official Records of Maricopa County Recorder, Helen Purcell, Reference Number 20120989588, recorded on 10/31/2012, at 11:27, as Contract C-8209, which did not contain all of the exhibits.

Dated 12/10/2012

CITY CLERK
ORIGINAL

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20120989588,10/31/2012 11:27,
C8209-36-1-1--,N

After recording, return to:
City Clerk
City of Glendale
5850 W. Glendale Ave., Suite 464
Glendale, AZ 85301

C-8209
10/23/2012

With a copy to:
Jeffrey Blilie
Beus Gilbert PLLC
4800 N. Scottsdale Road, Suite 6000
Scottsdale, AZ 85251

PRE-ANNEXATION DEVELOPMENT AGREEMENT FOR LOOP 303 PHASE 1 UTILITY GROUP

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT FOR LOOP 303 PHASE 1 UTILITY GROUP ("**Agreement**") is entered into as of the 23rd day of October, 2012 by and between the **CITY OF GLENDALE**, an Arizona municipal corporation (the "**City**"), and **HENRY C. CONKLIN AND PATRICIA A. CONKLIN**, as husband and wife, **REEMS RANCH, LLC**, an Arizona limited liability company, **NORTHERN PARKWAY INVESTORS, LLC**, an Arizona limited liability company, **HUA MEI LAND, LLC**, an Arizona limited liability company, **COTTON BARNEY, LLC**, a Nevada limited liability company, **COTTON BETHANY, LLC**, a Nevada limited liability company, **303 COTTON, LLC**, a Nevada limited liability company, **WHITE TANKS STORAGE, INC.**, an Arizona corporation, **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NO. 1**, a political subdivision of the State of Arizona, **303 CAPITAL HOLDINGS LP**, an Arizona limited partnership, **WOOLF FAMILY ENTERPRISES LIMITED PARTNERSHIP**, an Arizona limited partnership, **HURON, L.L.C.**, an Arizona limited liability company, **HOME PLACE DEVELOPMENT, LLC**, an Arizona limited liability company, **BICKMAN FARMS**, an Arizona general partnership, **FRYE FAMILY LLLP**, an Arizona limited liability limited partnership, **SARIBETH, LLC**, a Nevada limited liability company, **PETER PETER COTTONTAIL, LLC**, a Nevada limited liability company, **FOUR LEAF OPERATIONS, L.L.C.**, a Delaware limited liability company, **BANK OF THE WEST** Inc., a California banking corporation and **LAPOUR 303, LLC**, an Arizona limited liability company (individually "**Owner**," and collectively "**Owners**"). City and Owners shall collectively be referred to herein as the "**Parties**," and individually as the "**Party**."

RECITALS:

A. This Agreement pertains to the property legally described in Exhibit A (collectively the "**Owners' Properties**," individually an "**Owner's Property**").

B. Owners' Properties are currently located in unincorporated Maricopa County and within the City's municipal planning area.

C. Owners, the City and Global Water Resources, Inc., ("**Global**") have been in discussions over the past several years to develop a wastewater and recycled water solution for the far western region of the City's planning area, an area generally bounded by Peoria Avenue to the north, Cotton Lane to the west, Camelback Road to the south and 143rd Avenue to the east (the "**Region**"), as set forth in Exhibit B to this Agreement.

D. The City and Global entered into a memorandum of understanding on March 9, 2010, which addressed the City's support of Global's utility as the wastewater and recycled water provider for the Region, including the City's support of the requisite MAG 208 amendment.

E. Owners have entered into the Wastewater Facilities Main Extension Agreement with Global Water 303 - Utilities Company, Inc. (a subsidiary of Global referred to herein as "**Global Water**") regarding Global Water's commitment to provide wastewater and recycled water service to the Owners' Properties, and within such agreement Global Water has made the following commitments, (i) to comply with the requirements of the Arizona Department of Environmental Quality (ADEQ) and Maricopa County Environmental Services Department, Title 18 of the Arizona Administrative Code (AAC), and all governing standards issued by an authority having jurisdiction, and (ii) that it will not expand its CC&N or provide a "will serve" letter to any property owner or person developing property not within the Owners' Properties, unless and until such property has been annexed into the City or is subject to a recorded pre-annexation development agreement with the City.

F. Global, Global Water, and the City intend concurrently herewith to enter into the Agreement for Future Wastewater and Recycled Water Services (the "**Global Agreement**"), in a form substantially similar to the agreement attached hereto as Exhibit C, in which, among other things, the Parties provide for (i) phasing of MAG 208 amendments; (ii) limitations on Global's expansion of its CC&N or provision of "will serve" letters to properties in the Region; and (iii) terms and conditions for a franchise election.

G. The Parties are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05 in order to facilitate the annexation of the Owners' Properties and the proper municipal zoning designations and development of the Owners' Properties by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Owners' Properties by the City; (ii) conditions, terms, restrictions and requirements for the construction and installation of public/private infrastructure improvements; and (ii) other matters related to the annexation and development of Owners' Properties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. **Annexation**. The Parties acknowledge and agree that the intent of the Parties is that the Owners' Properties shall be annexed into and developed within the City consistent with City development standards. The Parties acknowledge and agree that annexation of the Owners'

Properties may take place in phases over time and is conditioned upon assurance and availability of water, wastewater and recycled water service from a source(s) other than the City. The Parties understand that annexation is a legislative process and nothing in this Agreement shall be construed as requiring the City's Council to approve an annexation petition. The Parties also understand that the City's expectation at the time an Owner's Property is annexed is that the annexation area shall include all adjacent arterial right-of-way to the section line or the existing Glendale city limits line.

2. **Maricopa County Zoning**. To the extent available in City zoning and entitlements, including the use of the closest comparable City zoning and entitlements, the City shall recognize Maricopa County zoning, special use permits, military compatibility permits, plans of development, and all other Maricopa County entitlements for Owners' Properties as are set forth in Exhibit D to this Agreement. To the extent such zoning and entitlements or the closest comparable City zoning and entitlements are available in the then-existing City zoning code, the City shall provide for such zoning and entitlements when applying City zoning to the Owners' Properties following annexation of the Owners' Properties, or portions thereof, into the City.

2.1 New Re-zoning Applications. Owners agree that following the date this Agreement is executed by the City no new re-zoning or other land use entitlement case shall be initiated in Maricopa County for any of the Owners' Properties. Notwithstanding the foregoing, in the event the City's Council denies a request to annex an Owner's Property, then such Owner shall be allowed to move forward in Maricopa County with any re-zoning or other entitlement application for such Owner's Property.

2.2 City Entitlements. Upon execution of this Agreement by the Parties, the City agrees to accept and process any re-zoning application by an Owner for such Owner's Property and to submit such re-zoning application to the City Council for its consideration concurrent with the submission to the City Council of the ordinance annexing such Owner's property (unless such Owner's property has already been annexed into the City).

2.3 Prohibited Land Uses. Notwithstanding the foregoing, the following land uses shall be prohibited and not permitted within the Region.

1) Adult uses
2) Casino
3) Inert landfill
4) Landfill
5) Prison and/or correctional facility
6) Rendering plant
7) Solid waste transfer station
8) Slaughterhouse

3. **MAG 208 Amendment**. The City shall support and sponsor an initial amendment to the MAG 208 plan in accordance with the terms and provisions of the Global Agreement, for purposes of recognizing the wastewater treatment plant to be constructed by

Global to serve the Region, which is depicted in Exhibit B. All costs associated with processing the MAG 208 amendment shall be borne by Owners, and Owners shall handle all of the administrative amendment processes required by MAG. The City shall cooperate as needed in processing the amendment in accordance with the terms and provisions of the Global Agreement.

4. **Water**. The Parties acknowledge and agree that the City will not provide water service to the Owners' Properties and that the Owners are required to obtain water service from a private company(ies) for the Owners' Properties. The City shall not assess or collect any water development impact fees, hook up fees, line extension fees or other fees related to water infrastructure, water resources or water service that is provided by a private company(ies). . Notwithstanding the previous sentence, the City reserves the right to assess and collect such fees to the extent the City provides any such infrastructure or services. Owners shall be required to demonstrate and obtain an assured water supply from the Arizona Department of Water Resources prior to processing a preliminary plat or site plan in the City (provided the use requires an assured water supply demonstration), and in no event shall the City's assured water supply be used by any Owner

5. **Wastewater and Recycled Water**.

5.1 The Parties acknowledge and agree that the City will not provide wastewater and recycled water services to the Owners' Properties and that Owners are required to obtain wastewater and recycled water services from a private company(ies) for Owners' Properties. The City shall not assess or collect any development impact fees for wastewater and recycled water services that are provided by a private company(ies). Notwithstanding the previous sentence, the City reserves the right to assess and collect such fees to the extent the City provides any such infrastructure or services.

5.2 Vault and Haul. The City shall allow an individual Owner's Property to vault and haul the wastewater generated by an individual project as an interim wastewater solution for such project subject to the following conditions: vault and haul shall only be allowed (i) once construction of the wastewater treatment plant serving such Owner's Property is under construction (physical construction underway); (ii) only during the construction period for the wastewater treatment plant; and (iii) only in compliance with all permits and other requirements of all the governmental entities regulating vault and haul activities. Details regarding vault and haul shall be developed during the site planning process of the individual project on an Owner's Property.

6. **Streets.** Each Owner shall be responsible for constructing its roadway improvements in accordance with City standards in effect at the time of construction, including but not limited to, design, site preparation, paving, curb and gutter, sidewalk, landscaping, drainage improvements, and traffic control devices. Each Owner shall also be responsible for maintaining any of its newly constructed roadway improvements until such time as the City has determined that the construction has been properly completed and the roadway improvements have been accepted by the City. The City shall be responsible for the maintenance of the existing roads within the Region following annexation of such roads by the City and of all roadway improvements following acceptance of such by the City. No Owner shall be obligated to make

improvements to existing roadways as a condition of annexation.

7. **Fire and Police**. Following annexation of the Owners' Properties, or any portion thereof, into the City, the City, or its contractor, shall be the fire, police and emergency medical services provider to the annexed Property. Owners agree to dedicate to the City two (2) fire/police station at such locations to be determined by the City after consultation with Owners. The fire/police station sites shall be a minimum of five (5) net acres in size, shall be located outside the 65 ldn noise contour lines and shall be located along either a planned arterial or collector street with one site north of Orangewood Avenue and one site south of Orangewood Avenue. Owners agree to dedicate the fire/police station sites to the City when requested, without charge to the City and without any credits or reimbursements against the City's fire or police development fees. One of the fire/police station sites shall be dedicated to the City prior to the City issuing any certificates of occupancy within the Owners' Properties. The dedication of the fire/police station sites shall satisfy all of Owners' obligations relative to the delivery of fire, police and emergency medical services, and the City shall not condition further approvals of the Owners' Properties on further obligations to dedicate additional sites or pay additional monies to the City for such services, other than the payment of adopted development fees applicable to such services.

8. **Municipal Services**. Following annexation of the Owners' Properties, or portion thereof, into the City, the City shall provide all municipal services, other than water, wastewater and recycled water, to such property in a manner consistent with those municipal services then-provided to property located within the municipal limits of the City. Notwithstanding the preceding sentence, the City shall not be responsible for maintenance of any newly constructed roadway improvements provided by the Owners until the date such roadway improvements have been accepted by the City. The Parties acknowledge that this Agreement and the Global Agreement is intended to constitute a plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve the anticipated new development within ten years after the date the annexation becomes final in compliance with ARS §9-471(O). At the time each Owner annexes its property into the City, such Owner shall be responsible confirming the viability of this Agreement and the Global Agreement as satisfying the requirements of ARS §9-471(O).

9. **General Provisions**.

9.1 Term. This Agreement shall become effective on the date it is recorded with the Maricopa County Recorder after execution by all Parties and shall automatically terminate on the twentieth (20th) anniversary of such date.

9.2 Owners' Representative. Owners agree to designate and appoint a representative to act as a liaison between Owners and the City. The initial representative shall be Michael Martindale ("**Owners' Representative**"). Owners' Representative may be replaced by a sixty percent (60%) majority in interest of all of Owners (based on their pro-rata shares of participation in the wastewater and recycled water system improvements).

9.3 Notices and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, faxed, sent by overnight carrier or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

City:	City Manager's Office City of Glendale 5850 W. Glendale Ave., Suite 431 Glendale, AZ 85301 Attn: Horatio Skeete Phone: 623-930-2870 Facsimile: 623-847-1399 Email: hskeete@glendaleaz.com
With a copy to:	City Attorney City of Glendale 5850 West Glendale Avenue, Suite 450 Glendale, AZ 85301 Attn: Craig Tindall Phone: 623-930-2930 Facsimile: 623-915-2391 Email: ctindall@glendaleaz.com
Owners:	[Addresses on each Owner's signature page]
Owners' Representative:	CRA LLC 8901 E. Pima Center Pkwy, Suite 230 Scottsdale, AZ 85258 Attn: Michael Martindale Phone: 480-889-9900 x106 Facsimile: 480-889-9901 Email: mmartindale@craltd.com
With a copy to:	Beus Gilbert, PLLC 4800 N. Scottsdale Rd., Suite 6000 Scottsdale, AZ 85251 Attn: Jeffrey M. Blilie Phone: 480-429-3030 Facsimile: 480-429-3100 Email: jblilie@beusgilbert.com Global Water Resources, Inc. 21410 N. 19th Ave., Ste. 201 Phoenix, AZ 85027 Attn: Ron Fleming Phone: 623-580-9600 x146

Facsimile: 623.580.9659
Email: ron.fleming@gwresources.com

Burch & Cracchiolo
702 E. Osborn Road, Ste. 200
Phoenix, AZ 85014
Attn: Andy Abraham
Phone: 602-234-9917
Facsimile: 602-343-7917
Email: aabraham@bcattorneys.com

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) two (2) business days after deposit with the United States Postal Service.

9.4 Default. Failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement by such Party. Any failure to pay money not cured within ten (10) business days after written notice is received by the non-paying Party (or to the Owners' Representative in the case of a non-paying Owner) shall constitute a default under this Agreement by the non-paying Party. Any other breach not cured within thirty (30) calendar days after written notice is received, shall constitute a default by the breaching Party under this Agreement; provided, however, that if the failure is such that more than thirty (30) calendar 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) calendar day period and diligently proceeds to complete such performance or fulfill such obligation after written notice is received by the breaching Party (or the Owners' Representative in the case of a breaching Owner). 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. Each Party shall have all rights and remedies for any breach that is not cured within the applicable cure period, except that each Party waives any right to seek recovery of, or recover, any indirect, consequential (including lost profits), exemplary, punitive, or other monetary damages of any kind, other than actual damages.

9.5 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association or other rules mutually agreed upon. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and Owner(s) shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5)

years' experience in mediating or arbitrating disputes relating to land development. The cost of any such mediation shall be divided equally between the City and Owner(s). The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the moratorium.

9.6 Choice of Law, Venue and Attorney's Fees. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. The prevailing Party shall be entitled to recover any of its attorneys' fees or other costs from the non-prevailing Party incurred in any such dispute, controversy, claim, or cause of action, whether the same is resolved through arbitration, litigation in a court, or otherwise.

9.7 Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under laws of Arizona and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

9.8 Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns; provided; however, that an Owner's rights and obligations hereunder may be assigned, in whole or in part, only to a person or entity that has acquired title to the Owner's Property or a portion thereof and only by a written instrument recorded in the Official Records of Maricopa County, Arizona, expressly assigning such rights and obligations. In the event of a complete or partial assignment by an Owner, all or a portion of Owner's rights and obligations hereunder shall terminate effective upon the assumption by Owner's assignee of such rights and obligations and the execution of an addendum that recognizes the assignment.

9.9 Third Parties. 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.

9.10 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement.

9.11 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. Such additional instruments and documents may require the approval of the City's Council.

9.12 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language.

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

9.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

9.15 Computation of Time. 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 of the City of Glendale, in which event the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday of the City of Glendale.

9.16 Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire agreement between the Parties.

(a)	Exhibit A:	Legal Description of Owners' Properties
(b)	Exhibit B:	Depiction of the Region and the Initial MAG 208 Area
(c)	Exhibit C:	Draft of the Global Agreement
(d)	Exhibit D:	Zoning and Other Land Use Entitlements of Owners' Properties

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

9.17 Time. Time is of the essence of this Agreement and with respect to the performance required by each Party.

9.18 Covenants Running With Land. The Owners' Properties shall be held, transferred, sold, conveyed, leased, occupied and used subject to the terms, covenants and conditions of this Agreement, which shall run with the land and be binding upon, benefit and burden the Owners' Properties and all persons having or acquiring any right, title or interest in or to any portion of the Owners' Properties.

9.19 Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement.

[SIGNATURES APPEAR ON THE FOLLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

CITY:

CITY OF GLENDALE, an Arizona municipal corporation

By: _____
Elaine M. Scruggs, Mayor

Date: October 29, 2012

APPROVED AS TO FORM:

By: _____
City Attorney

ATTESTED:

By: _____
City Clerk

OWNER:

HENRY C. CONKLIN AND PATRICIA A. CONKLIN,
as husband and wife

By: _____
Henry C. Conklin

By: _____
Patricia A. Conklin

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 8 day of June, 2012, before me personally appeared Henry C. Conklin, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Charla Seitz
Notary Public- Arizona
Maricopa County
My Commission Expires
June 22, 2013

[Affix notary seal here]

_____
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 8 day of June, 2012, before me personally appeared Patricia A. Conklin, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Charla Seitz
Notary Public- Arizona
Maricopa County
My Commission Expires
June 22, 2013

[Affix notary seal here]

_____
Notary Public

PADA

Notice Address:

Henry Conklin
P.O. Box 3
LITCHFIELD PK, AZ 85340

Phone : 623-935-5667
Facsimile: 623-935-5671
Email: henry@conklinrose.com

OWNER:

REEMS RANCH, LLC, an Arizona limited liability company

By: _____
Name: Michael Francis
Title: MGR

Notice Address:

Michael Francis
10265 W. Camelback Road, #104
Phoenix, AZ 85037

Phone: 623-772-1555
Facsimile: 623-772-0145
E-Mail: mcharlesfrancis@gmail.com

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 5th day of June, 2012, before me personally appeared Michael Francis, the manager of Reems Ranch, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Elena I. Rodriguez
Elena I. Rodriguez - Foster
Notary Public

[Affix notary seal here]

OFFICIAL SEAL
ELENA I. RODRIGUEZ
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm Expires Dec 15, 2013

OWNER:

NORTHERN PARKWAY INVESTORS, LLC, an Arizona limited liability company

By: Northern Parkway 360, LLC, an Arizona limited liability company, Manager

By: _____
Name: Tyler E. LeSueur
Title: Manager

Notice Address:

Tyler E. LeSueur
LeSueur Investments
3850 E. Baseline Road, Suite 114
Mesa, AZ 85206

Phone: 480-424-3400
Facsimile: 480-424-3425
Email: ty@lesueurinvestments.com#

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 13 day of June, 2012, before me personally appeared Tyler LeSueur, the Manager of Northern Parkway 360, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Cari Brimhall
Notary Public

[Affix notary seal here]

OFFICIAL SEAL
CARI BRIMHALL
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm Expires July 3, 2012

OWNER:

HUA MEI LAND, LLC, an Arizona limited liability company

By: _____
Name: George Bradbury
Title: Member

By: _____
Name: Rui Zhu
Title: Member

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 16 day of October, 2012, before me personally appeared George Bradbury, the Member of Hua Mei Land, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

TYLER BUCK
Notary Public - Arizona
Maricopa County
My Comm Expires Apr 17, 2015

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 17 day of October, 2012, before me personally appeared Rui Zhu, the Member of Hua Mei Land, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

TYLER BUCK
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 17, 2015

OWNER:

COTTON BARNEY, LLC, a Nevada limited liability company

By: _____
Name: Barney Nemiroff
Title: Trustee / Manager

Notice Address:

Barney Nemiroff
4616 W Sahara 328
Las Vegas, NV 89102

Phone: 702-582-8282
Facsimile: 702-944-7821
E-Mail: bjn9999@aol.com

STATE OF ~~ARIZONA~~ Nevada)
) ss.
County of Maricopa Clark)

On this 25 day of June, 2012, before me personally appeared Barney Nemiroff, the Trustee/Manager of Cotton Barney, LLC, a Nevada limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Kandis L Schnell
Notary Public
State of Nevada
My Commission Expires: 8-11-15
Certificate No. 99-4412-1

_____
Notary Public

[Affix notary seal here]

OWNER:

COTTON BETHANY, LLC, a Nevada limited liability company

By: _____
Name: Barney Nemiroff
Title: Trustee / Manager

Notice Address:

Barney Nemiroff
4616 W Sahara 328
Las Vegas, NV 89102

Phone: 702-582-8282
Facsimile: 702-944-7821
E-Mail: bjn9999@aol.com

STATE OF ~~ARIZONA~~ Nevada)
) ss.
County of ~~Maricopa~~ Clark)

On this 25 day of June, 2012, before me personally appeared Barney Nemiroff, the Trustee/Manager of Cotton Bethany, LLC, a Nevada limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Kandis L. Schnell
Notary Public
State of Nevada
My Commission Expires: 8-11-15
Certificate No: 99-4412-1

_____
Notary Public

[Affix notary seal here]

OWNER:

303 COTTON, LLC, a Nevada limited liability company

By: N. R. Yerramsetti
Name: N. Rao Yerramsetti
Title: MANAGER

Notice Address:

N. Rao Yerramsetti
2320 Paseo Del Prado 201
Las Vegas, NV 89102

Phone: 702-420-0289
Facsimile: 702-362-4445
E-Mail: ry.2320@yahoo.com

STATE OF ~~ARIZONA~~ Nevada)
) ss.
County of ~~Maricopa~~ Clark)

On this 5th day of April, 2012, before me personally appeared N. Rao Yerramsetti, the Manager of 303 Cotton, LLC, a Nevada limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Mary Lott
Notary Public

NOTARY PUBLIC
County of Clark-State of Nevada
MARY LOTT
[AFFIX notary seal] No. 98-0463-1
My Appointment Expires Aug. 29, 2014

OWNER:

WHITE TANKS STORAGE, INC., an Arizona corporation

By: _____
Name: Peter A. Nelson
Title: President

By: _____
Name: Bob Garland
Title: Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10th day of October, 2012, before me personally appeared Peter A. Nelson, the President of White Tanks Storage, Inc., an Arizona corporation, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

OFFICIAL SEAL
CHRISTINE A. LEITCH
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm Expires July 18, 2016

_____
Notary Public

[Affix notary seal here]

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10th day of October, 2012, before me personally appeared Bob Garland, the Secretary of White Tanks Storage, Inc., an Arizona corporation, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

OFFICIAL SEAL
CHRISTINE A. LEITCH
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 18, 2016

_____
Notary Public

[Affix notary seal here]

Notice Address:

Bob Garland
Insight Land & Investments
7400 E. McDonald Drive, Suite 121
Scottsdale, AZ 85250

Phone: 602-385-1515
Facsimile: 602-381-6264
E-Mail: bgarland@insightland.com

OWNER:

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NO. 1, a political subdivision of the State of Arizona

By: _____
Name: Glen Vortherms
Title: General Manager

Notice Address:

David Maguire
Land Solutions Inc
8108 W. Frier Drive
Glendale, AZ 85303

Phone:
Facsimile: 1-877-363-0751
E-Mail: dmaguire@landsolutionsinc.com

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 13th day of July, 2012, before me personally appeared Glen Vortherms, the General Manager of Maricopa County Municipal Water Conservation District No. 1, a political subdivision of the State of Arizona, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

STEPHANIE J. TATE
Notary Public - Arizona
Maricopa County
Expires on 04/30/2014

OWNER:

303 CAPITAL HOLDINGS LP, an Arizona limited partnership

By _____
Name: MORRIS ERGAS
Title: VP

Notice Address:

Suite 1520
1185 West Georgia Street
Vancouver, B C.
Canada V6E 4E6

Phone: _____
Facsimile: _____
E-Mail: moergas@ergasgroup.com

Vancouver)
) ss.
British Columbia)

On this 1 day of June, 2012, before me personally appeared, MORRIS ERGAS., the General Partner of 303 Capital Holdings LP, an Arizona limited partnership, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

Philip J. Dougan
Barrister & Solicitor
1700-1185 West Georgia Street
Vancouver, BC V6E 4E6

OWNER:

WOOLF FAMILY ENTERPRISES LIMITED PARTNERSHIP, an Arizona limited partnership

By: L.S. Woolf Group, Inc., an Arizona corporation, General Partner

By: _____
Name: Leyton Woolf
Title: President

Notice Address:

Leyton Woolf
8805 N. Reems Road
Waddell, AZ 85355

Phone: 623-935-5887
Facsimile: _____
E-Mail: leytonwoolf@yahoo.com

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 14th day of June, 2012, before me personally appeared Leyton Woolf, the President of L.S. Woolf Group, Inc., an Arizona corporation, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

WEI-LING MOY
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires July 31, 2015

Owner:

HURON, L.L.C., an Arizona limited liability company

By: _____
Name: Leyton Woolf
Title: Partner

Notice Address:

Leyton Woolf
8805 N. Reems Road
Waddell, AZ 85355

Phone: 623-935-5887
Facsimile: _____
E-Mail: leytonwoolf@yahoo.com

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 14th day of June, 2012, before me personally appeared Leyton Woolf, the Partner of Huron, L.L.C., an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

WEI-LING MOY
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires July 31, 2015

HOME PLACE DEVELOPMENT, LLC, an Arizona limited liability company

By: John L. Woolf III
Name: John L. Woolf III
Title: Managing Partner

Notice Address:

Leyton Woolf
8805 N. Reems Road
Waddell, AZ 85355

Phone: _____
Facsimile: _____
E-Mail: leytonwoolf@yahoo.com

STATE OF ~~ARIZONA~~ California)
) ss.
County of ~~Maricopa~~ Fresno)

On this 12 day of June, 2012, before me personally appeared John L. Woolf III, the managing Partner of Home Place Development, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or ~~she~~ claims to be, and acknowledged that he or ~~she~~ signed the above/~~attached~~ document.

Betty Gowens
Notary Public

[Affix notary seal here]

BETTY GOWENS
Commission # 1872580
Notary Public - California
Fresno County
My Comm. Expires Jan 1, 2014

OWNER:

Bickman Farms, an Arizona general partnership

By: JB's Farms L.L.C., an Arizona limited liability company, Partner

By: _____
Name: Michael C. Etchart
Title: Manager

By: _____
Name: Mathieu W. Etchart
Title: Manager

By: _____
Name: Alicia M. Etchart Patterson
Title: Manager

By: Etchart Roses L.L.C., an Arizona limited liability company, Partner

By: _____
Name: Michael C. Etchart
Title: Manager

By: _____
Name: Mathieu W. Etchart
Title: Manager

By: _____
Name: Alicia M. Etchart Patterson
Title: Manager

Notice Adress:
Bickman Farms
Attn: Mike Etchart
7603 North Alsup Avenue
Litchfield Park, AZ 85340

Phone: 623-935-2014
Facsimile: 623-935-6862
E-Mail: mikc.ek@att.net

Acknowledging Signatures for the Pre-Annexation Development Agreement for Loop 303 Phase 1 Utility Group

STATE OF ARIZONA)

) ss.

County of Maricopa)

On this 12 day of October, 2012, before me personally appeared Mike Etchart, Manager of JB's Farms L.L.C., an Arizona limited liability company, and Manager of Etchart Roses L.L.C., an Arizona limited liability company, both of which are Partners of Bickman Farms, an Arizona general partnership, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Adrienne Donnelly Notary Public

[Affix notary seal here]

OFFICIAL SEAL
ADRIENNE DONNELLY
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm Expires May 31, 2013

STATE OF ARIZONA)

) ss.

County of Maricopa)

On this 12 day of October, 2012, before me personally appeared Mike Etchart, Manager of JB's Farms L.L.C., an Arizona limited liability company, and Manager of Etchart Roses L.L.C., an Arizona limited liability company, both of which are Partners of Bickman Farms, an Arizona general partnership, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Adrienne Donnelly Notary Public

[Affix notary seal here]

OFFICIAL SEAL
ADRIENNE DONNELLY
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm Expires May 31, 2013

Acknowledging Signatures for the Pre-Annexation Development Agreement for Loop 303 Phase 1 Utility Group

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 12 day of October, 2012, before me personally appeared Mike Etchart, Manager of JB's Farms L.L.C., an Arizona limited liability company, and Manager of Etchart Roses L.L.C., an Arizona limited liability company, both of which are Partners of Bickman Farms, an Arizona general partnership, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Adrienne Donnelly
Notary Public

[Affix notary seal here]

OFFICIAL SEAL
ADRIENNE DONNELLY
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm Expires May 31, 2013

OWNER:

FRYE FAMILY LLLP, an Arizona limited liability limited partnership

By _____
Name Robert Frye
Title Partner

By _____
Name Michael Frye
Title Partner

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 9th day of October, 2012, before me personally appeared Robert Frye, Partner of Frye Family LLLP, an Arizona limited liability limited partnership, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that ~~he or~~ she signed the above/attached document

Scott Podhradsky
Notary Public

[Affix notary seal here]

OFFICIAL SEAL
SCOTT PODHRADSKY
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
APRIL 7, 2013

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 9th day of October, 2012, before me personally appeared Michael Frye, Partner of Frye Family LLLP, an Arizona limited liability limited partnership, on behalf thereof, whose identity was proven to me on the basis of ~~satisfactory~~ evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document

Scott Podhradsky
Notary Public

[Affix notary seal here]

OFFICIAL SEAL
SCOTT PODHRADSKY
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
APRIL 7, 2013

OFFICIAL SEAL
SCOTT PODHRADSKY
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
APRIL 7, 2013

OWNER:

SARIBETH, LLC, a Nevada limited liability company, et.al.

By: _____
Name: Randy Black, Jr.
Title: Power of Attorney

Notice Address:

Randy Black, Jr.
Land Baron Investments, Inc.
10777 W. Twain, Suite 225
Las Vegas, NV 89135

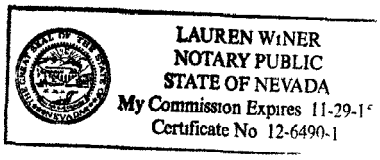
Phone: 702-851-3999
Facsimile: 702-851-3998
E-Mail: rblack@landbaroninv.com

STATE OF ~~ARIZONA~~ Nevada)
) ss.
County of ~~Maricopa~~ Clark)

On this 18th day of May, 2012, before me personally appeared Randy Black, Jr., having power of attorney for Saribeth, LLC, a Nevada limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]



OWNER:

PETER PETER COTTONTAIL, LLC, a Nevada limited liability company, et.al.

By: _____

Name: Randy Black, Jr.

Title: Power of Attorney

Notice Address:

Randy Black, Jr.
Land Baron Investments, Inc.
10777 W. Twain, Suite 225
Las Vegas, NV 89135

Phone: 702-851-3999
Facsimile: 702-851-3998
E-Mail: rblack@landbaroninv.com

STATE OF ~~ARIZONA~~ Nevada)
) ss.
County of ~~Maricopa~~ Clark)

On this 18th day of May, 2012, before me personally appeared Randy Black, Jr., having power of attorney for Peter Peter Cottontail, LLC, a Nevada limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

LAUREN WINER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11-20-15
Certificate No: 12-6490-1

OWNER:

FOUR LEAF OPERATIONS, L.L.C., a Texas limited liability company

By: Richard Tettamant
Name: Richard Tettamant
Title: Administrator

Notice Address:

Richard Tettamant
Dallas Police & Fire Pension System
4100 Harry Hines Boulevard
Dallas, TX 75219

Phone: (214) 638-3863
Facsimile: (214) 638-6403
E-Mail: Tettamant@dpfp.org

STATE OF ~~ARIZONA~~ TEXAS)
) ss.
County of ~~Maricopa~~ DALLAS)

On this 16 day of March, 2012, before me personally appeared Richard Tettamant, the Administrator of Four Leaf Operations, L.L.C., a Texas limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Carol S Huffman
Notary Public

[Affix notary seal here]

CAROL S. HUFFMAN
Notary Public, State of Texas
My Commission Expires
November 10, 2015

OWNER:

LAPOUR 303, LLC, an Arizona limited liability company

By _____
Name Jeffrey S LaPour
Title Manager

Notice Address:

Lisa Chasteen
5525 S Decatur Blvd., Suite 104
Las Vegas, NV 89118

Phone 702-222-3022 X107
Facsimile 702-222-0961 (email first)
E-Mail lisa@lapour com

With a copy to

Jeffrey LaPour

Phone: 702-222-3022 X101
E-Mail jlapour@lapour.com

STATE OF ~~ARIZONA~~ Nevada)
) ss
County of ~~Maricopa~~ Clark)

On this 13th day of August, 2012, before me personally appeared Jeffrey S LaPour, the Manager of LaPour 303, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

KARI LAURENT
Notary Public-State of Nevada
APPT NO 08-8526-1
My App. Expires November 7, 2012

_____
Notary Public

[Affix notary seal here]

OWNER:

BANK OF THE WEST Inc., a California banking corporation

By: _____
Name: Paul Nakae
Title: Executive Vice-President

Notice Address:

J. Andrew Romano
7272 E. Indian School Rd., Suite 210
Scottsdale, AZ 85251

Phone: (480) 425-4402
Facsimile: (480) 425-4414
E-Mail: j.romano@bankofthewest.com

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2012, before me personally appeared Paul Nakae, the Executive Vice-President of Bank of the West Inc., a California banking corporation, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

SEE ATTACHED

_____
Notary Public

[Affix notary seal here]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of San Francisco

On October 9, 2012 (Date) before me, Tamisha A. White, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Paul Nakai (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature _____ (Signature of Notary Public)

TAMISHA A. WHITE
Commission # 1973473
Notary Public - California
San Francisco County
My Comm. Expires Mar 29, 2016

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Pre-Annexation Development Agreement for Loop 303 Phase 1 Utility Group

Document Date _____ Number of Pages 45

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____	Signer's Name _____
☐ Corporate Officer — Title(s). _____	☐ Corporate Officer — Title(s) _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other _____	☐ Other _____
Signer Is Representing _____	Signer Is Representing _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

EXHIBIT A

Legal Description of the Properties

ORDER NO. 1107388 -

CONKLIN

EXHIBIT "A"

A PARCEL OF LAND IN PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 1 WEST, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE NORTH-SOUTH QUARTER SECTION LINE, SOUTH 2 DEGREES 56 MINUTES 43 SECONDS EAST, 309 79 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS EAST, 33.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 50 MINUTES 00 SECONDS EAST, 881.61 FEET; THENCE NORTH 03 DEGREES 16 MINUTES 19 SECONDS WEST, 220.74 FEET TO THE SOUTH LINE OF THE ADAMAN WATER DISTRICT LAND; THENCE SOUTH 89 DEGREES 08 MINUTES 52 SECONDS EAST, 406.07 FEET ALONG THE SOUTH LINE OF THE ADAMAN WATER DISTRICT LAND TO A 1/2" IRON BAR; THENCE CONTINUING SOUTH 89 DEGREES 08 MINUTES 52 SECONDS EAST, 1241.96 FEET ALONG THE SOUTH LINE OF THE ADAMAN WATER DISTRICT LAND TO A 1/2" IRON BAR; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF REEMS ROAD, SOUTH 02 DEGREES 55 MINUTES 33 SECONDS EAST, 1226.15 FEET TO A 1/2" IRON BAR; THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY OF REEMS ROAD, SOUTH 02 DEGREES 55 MINUTES 33 SECONDS EAST, 1293.49 FEET TO A 1/2" IRON BAR; THENCE ALONG THE EAST-WEST QUARTER LINE, NORTH 89 DEGREES 48 MINUTES 59 SECONDS WEST, 1240.66 FEET TO A 1/2" IRON BAR; THENCE NORTH 02 DEGREES 56 MINUTES 08 SECONDS WEST, 1302.04 FEET TO A 1/2" IRON BAR, THENCE NORTH 89 DEGREES 25 MINUTES 22 SECONDS WEST, 1286.45 FEET TO A 1/2" IRON BAR ON THE EASTERLY RIGHT-OF-WAY OF ALSUP· THENCE NORTH 02 DEGREES 56 MINUTES 43 SECONDS WEST, 1007.10 FEET ALONG SAID EASTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING;

EXCEPT ALL ORES AND MINERALS AND ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN DEED RECORDED AT DOCKET 1879, PAGE 384 AND 387, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL # 501-49-014C 6

15815 W NORTHERN AVE.

REEMS RANCH

EXHIBIT "A"
FRANCIS PROPERTY
LEGAL DESCRIPTION

That portion of the west half of Section 5, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northwest corner of said Section 5 from which the West quarter corner thereof bears South 03 degrees 04 minutes 28 seconds East a distance of 2596 74 feet,

Thence along the west line of the Northwest quarter of said Section 5, South 03 degrees 04 minutes 28 seconds East a distance of 1356 40 feet to the **POINT OF BEGINNING.**

Thence leaving said west line, South 89 degrees 01 minutes 16 seconds East a distance of 2635 59 feet to the east line of said Northwest quarter,

Thence along said east line, South 02 degrees 46 minutes 52 seconds East a distance of 1248 42 feet;

Thence along the east line of the Southwest quarter of said Section 5, South 02 degrees 46 minutes 49 seconds East a distance of 410.63 feet,

Thence leaving last said east line, North 89 degrees 01 minutes 16 seconds West a distance of 2626 46 feet to the west line of said Southwest quarter,

Thence along last said west line, North 03 degrees 09 minutes 30 seconds West a distance of 419 33 feet to the West quarter corner of said Section 5,

Thence along the west line of the Northwest quarter of said Section 5, North 03 degrees 04 minutes 28 seconds West a distance of 1240.34 feet to the **POINT OF BEGINNING.**

This description shown hereon is not to be used to violate subdivision regulation of the state, county and/or municipality or any other land division restrictions

This description was based upon the ALTA/ACSM Land Title Survey prepared by Site Consultants, Inc , Project No 1674, dated 09-06-06. Hilgartwilson does not accept the accuracy of said survey

The above described parcel contains 4,356,000 Square Feet (100.0000 acres) more or less

Prepared by HilgartWilson
1661 East Camelback Road
Suite 275
Phoenix, AZ
Job No. 1199
February 22, 2012

NORTHERN PARKWAY INVESTORS

THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A 1 INCH OPEN PIPE MONUMENTING THE SOUTH QUARTER CORNER OF SAID SECTION 36;

THENCE NORTH 89°48'11" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 300 00 FEET,

THENCE NORTH 00°16'19" EAST, 400.00 FEET;

THENCE NORTH 06°36'40" EAST, 1358 50 FEET,

THENCE NORTH 00°16'19" EAST, 1792.44 FEET;

THENCE NORTH 06°04'06" WEST, 1358.33 FEET;

THENCE NORTH 00°16'19" EAST, 400.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION,

THENCE SOUTH 89°43'09" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 300 00 FEET TO A 1/2 INCH IRON ROD IN A HANDHOLE MONUMENTING THE NORTH QUARTER CORNER OF SAID SECTION,

THENCE SOUTH 89°42'07" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 300 00 FEET,

THENCE SOUTH 00°16'19" WEST, 400 00 FEET;

THENCE SOUTH 06°36'44" WEST, 1358.28 FEET,

THENCE SOUTH 00°16'19" WEST, 1791 65 FEET;

THENCE SOUTH 06°04'15" EAST, 1357 76 FEET,

THENCE SOUTH 00°16'19" WEST, 345 00 FEET TO A POINT OF THE NORTH LINE OF THE SOUTH 55 FEET OF SOUTHEAST QUARTER OF SAID SECTION,

THENCE SOUTH 89°56'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 115.00 FEET,

THENCE SOUTH 00°16'19" WEST, 55.00 FEET TO A POINT OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE NORTH 89°56'13" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 415.00 FEET TO THE POINT OF BEGINNING

HUA MEI LEGAL DESCRIPTION

PARCEL A:

The North half of the South 2/3rds of the East 1/3rd of the following described property:

PARCEL NO 1

The East 639 66 feet of the West 1922.95 feet of the North half of the Southeast quarter of
Section 6, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.

PARCEL NO 2·

The North half of the Southeast quarter of Section 6, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

EXCEPT the West 1922 95 feet and the East 78 feet for highway purposes;

EXCEPT all underground or subterranean waters beneath said land except necessary for domestic use as distinguished for irrigation use by such owners of said land as may not have or in future care to sink domestic wells for individual use as conveyed to Adaman Mutual Water Company, an Arizona corporation, by instruments recorded in Docket 1180, page 517, and in Docket 2700, page 596, records of Maricopa County, Arizona,

ALSO EXCEPT all ores and minerals and oil, gas, and other hydrocarbon substances beneath surface of the within described property as reserved by Goodyear Farms in instrument recorded in Docket 3514, page 151, records of Maricopa County, Arizona.

PARCEL B.

The South 1/3rd of the East 1/3rd of the following described property·

PARCEL NO. 1:

The East 639 66 feet of the West 1922 95 feet of the North half of the Southeast quarter of
Section 6, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona

PARCEL NO. 2:

The North half of the Southeast quarter of Section 6, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 1922 95 feet thereof; and

EXCEPT the East 78 feet thereof for highway purposes;

EXCEPT all subterranean waters beneath said premises, not necessary for domestic use, as distinguished from irrigation use thereon;

EXCEPT all ores, minerals, and all oil, gas and other hydrocarbon substances beneath the surface of the within described property;

EXCEPT all underground or subterranean waters beneath said land except necessary for domestic use as distinguished for irrigation use by such owners of said land as may not have or in future care to sink domestic wells for individual use as conveyed to Adaman Mutual Water Company, an Arizona corporation, by instruments recorded in Docket 1180, page 517 and in Docket 2700, page 596, records of Maricopa County, Arizona. All ores and minerals and oil, gas, and other hydrocarbon substances beneath surface of the within described property, as reserved by Goodyear Farms in instrument recorded in Docket 3514, page 151, records of Maricopa County, Arizona. Drainage ditch over the Easterly portion of the within described property, extended from the North to the South boundaries thereof, as shown in instrument recorded in Docket 1180, page 528, records of Maricopa County, Arizona.

COTTON BETHANY/COTTON BARNEY/303 COTTON

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP (IN HAND HOLE) FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 12, FROM WHICH A BRASS CAP (FLUSH) FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION BEARS SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, 2649.53 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION, 33.00 FEET;

THENCE SOUTH 88 DEGREES 47 MINUTES 03 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 47 MINUTES 03 SECONDS EAST, PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION, 1185.53 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 56 SECONDS WEST, 1102.38 FEET;

THENCE NORTH 88 DEGREES 47 MINUTES 03 SECONDS WEST, 1185.62 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 14 SECONDS EAST, PARALLEL WITH AND 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION, 1102.37 FEET TO THE POINT OF BEGINNING.

COTTON BETHANY/COTTON BARNEY/303 COTTON

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP (IN HAND HOLE) FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 12, FROM WHICH A BRASS CAP (FLUSH) FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION BEARS SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, 2649.53 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION, 33 00 FEET;

THENCE SOUTH 88 DEGREES 47 MINUTES 03 SECONDS EAST, 33.00 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, PARALLEL WITH AND 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION, 1102.37 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 47 MINUTES 03 SECONDS EAST, 1185.62 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 50 SECONDS WEST, 2820.48 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 40 SECONDS WEST, 1185.39 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 20 SECONDS EAST, PARALLEL WITH AND 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION 1324.28 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 14 SECONDS EAST, CONTINUING PARALLEL WITH AND 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION, 1513.66 FEET TO THE POINT OF BEGINNING.

COTTON BETHANY/COTTON BARNEY/303 COTTON

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST, GIL-A AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 02 SECONDS EAST, PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER,A DISTANCE OF 1266.32 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 13 MINUTES 53 SECONDS EAST, 878.25 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 22 SECONDS EAST,1009.63 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 303;

THENCE SOUTH 10 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE,A DISTANCE OF 521.50 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 04 SECONDS WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 367.00 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 02 SECONDS WEST, PARALLEL WITH AND 33.00 FEET NORTH OF THE AFOREMENTIONED SOUTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 916.41 FEET TO THE POINT OF BEGINNING

COTTON BETHANY/COTTON BARNEY/303 COTTON

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 33.00 FEET;

THENCE DEPARTING SAID WEST LINE SOUTH 89 DEGREES 30 MINUTES 02 SECONDS EAST PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER 33.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS EAST PARALLEL WITH AND 33.00 FEET EAST OF SAID WEST LINE 1291.39 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 37 MINUTES 22 SECONDS EAST ALONG SAID NORTH LINE 2316.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 303;

THENCE SOUTH 10 DEGREES 36 MINUTES 39 SECONDS WEST ALONG SAID RIGHT-OF-WAY 943.99 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 04 SECONDS WEST CONTINUING ALONG SAID RIGHT-OF-WAY 367.00 FEET TO A POINT THAT LIES 33.00 FEET NORTH OF SAID SOUTH LINE;

THENCE NORTH 89 DEGREES 30 MINUTES 02 SECONDS WEST PARALLEL WITH AND 33.00 FEET NORTH OF SAID SOUTH LINE 2149.73 FEET TO THE TRUE POINT OF BEGINNING.

WHITE TANK STORAGE

Parcel Q
Legal Description

Beginning at the intersection of Cotton Lane and Northern Avenue, the Northwest Corner of the Quarter Section 1, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona
Thence South 89 degrees, 51 minutes, 16 seconds East a distance of 1000.00' along the monument line of Northern Avenue,
Thence South 00 degrees, 08 minutes, 19 seconds West a distance of 65.00' to the south right-of-way of Northern Avenue, the POINT OF BEGINNING,

Thence South 89 degrees, 51 minutes, 16 seconds East a distance of 829.36', along the northern property line of the subject property,
Thence South 00 degrees, 11 minutes, 34 seconds West a distance of 29.94',
Thence South 87 degrees, 50 minutes, 43 seconds East a distance of 422.60',
Thence South 05 degrees, 00 minutes, 00 seconds East a distance of 297.16',
Thence South 06 degrees, 55 minutes, 15 seconds East a distance of 406.18',
Thence North 89 degrees, 51 minutes, 16 seconds West a distance of 1052.59',
Thence South 00 degrees, 14 minutes, 47 seconds West a distance of 600.19',
Thence North 89 degrees, 42 minutes, 56 seconds West, a distance of 1216 04',
Thence North 00 degrees, 00 minutes, 07 seconds West a distance of 436.21',
Thence North 89 degrees, 59 minutes, 49 seconds East, a distance of 578.72',
Thence North 40 degrees, 23 minutes, 44 seconds East, a distance of 563.03',
Thence North 00 degrees, 08 minutes, 47 seconds East, a distance of 473.63' to the POINT OF BEGINNING.

Containing 1,596,176 square feet or 36.64 acres more or less.

MWD

EXHIBIT "A"
ZANJERO PASS NET BOUNDARY
LEGAL DESCRIPTION

That portion of the west half of Section 26, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows

COMMENCING at a found iron pipe accepted as the southwest corner of said Section 26 from which a found aluminum cap accepted as the west quarter corner thereof bears North 00 degrees 23 minutes 32 seconds East a distance of 2,632 93 feet,

Thence along the west line of the Southwest quarter of said Section 26, North 00 degrees 23 minutes 32 seconds East a distance of 100 40 feet,

Thence leaving said west line, South 89 degrees 36 minutes 28 seconds East a distance of 65 00 feet to a line that is parallel with and 65.00 feet east of the west line of said Southwest quarter, being the **POINT OF BEGINNING;**

Thence along said parallel line, North 00 degrees 23 minutes 32 seconds East a distance of 1,557 51 feet,

Thence leaving said parallel line, North 45 degrees 23 minutes 37 seconds East a distance of 35 35 feet,

Thence North 00 degrees 23 minutes 42 seconds East a distance of 22 00 feet,

Thence North 89 degrees 36 minutes 18 seconds West a distance of 8 88 feet to the beginning of a tangent curve concave easterly having a radius of 3.00 feet,

Thence northerly along said curve through a central angle of 180 degrees 00 minutes 00 seconds an arc length of 9.42 feet,

Thence South 89 degrees 36 minutes 18 seconds East a distance of 8 88 feet,

Thence North 00 degrees 23 minutes 42 seconds East a distance of 22 00 feet,

Thence North 44 degrees 36 minutes 23 seconds West a distance of 35 36 feet to a line that is parallel with and 65 00 feet east of the west line of said Southwest quarter,

Thence along last said parallel line, North 00 degrees 23 minutes 32 seconds East a distance of 875 02 feet,

Thence along a line that is parallel with and 65 00 feet east of the west line of the Northwest quarter of said Section 26, North 00 degrees 23 minutes 50 seconds East a distance of 934 46 feet,

Thence leaving last said parallel line, North 45 degrees 11 minutes 53 seconds East a distance of 42 57 feet to a line that is parallel with and 1,673 32 feet south of the north line of said Northwest quarter,

Thence along last said parallel line, North 89 degrees 59 minutes 57 seconds East a distance of 2,482 92 feet,

Thence South 44 degrees 46 minutes 23 seconds East a distance of 35 21 feet to a line that is parallel with and 40 00 feet west of the east line of said Northwest quarter,

Thence along last said parallel line, South 00 degrees 27 minutes 16 seconds West a distance of 889 02 feet,

Thence leaving last said parallel line, South 45 degrees 13 minutes 37 seconds West a distance of 35 50 feet,

Thence South 00 degrees 00 minutes 03 seconds East a distance of 22 65 feet to the beginning of a non-tangent curve concave westerly having a radius of 3 00 feet the center of which bears South 38 degrees 20 minutes 37 seconds West,

Thence southerly along said curve through a central angle of 112 degrees 27 minutes 10 seconds an arc length of 5 89 feet,

Thence South 00 degrees 00 minutes 03 seconds East a distance of 22 38 feet,

Thence South 44 degrees 46 minutes 23 seconds East a distance of 35 21 feet to a line that is parallel with and 40 00 feet west of the east line of the Southwest quarter of said Section 26,

Thence along last said parallel line, South 00 degrees 27 minutes 16 seconds West a distance of 1,267 46 feet to the south line of the Northeast quarter of said Southwest quarter,

Thence along said south line, North 89 degrees 58 minutes 45 seconds West a distance of 1,280 26 feet to the east line of the Southwest quarter of said Southwest quarter,

Thence along said east line, South 00 degrees 25 minutes 24 seconds West a distance of 1,246 97 feet to a line that is parallel with and 70 00 feet north of the south line of said Southwest quarter,

Thence along said parallel line, North 89 degrees 57 minutes 27 seconds West a distance of 646 71 feet,

Thence leaving said parallel line, North 46 degrees 07 minutes 29 seconds West a distance of 36 07 feet,

Thence South 87 degrees 21 minutes 16 seconds West a distance of 25 00 feet to the beginning of a non-tangent curve concave westerly having a radius of 2,000 00 feet the center of which bears South 87 degrees 21 minutes 16 seconds West.

Thence northerly along said curve through a central angle of 00 degrees 04 minutes 05 seconds an arc length of 2 38 feet,

Thence South 87 degrees 17 minutes 11 seconds West a distance of 25 00 feet,

Thence South 43 degrees 50 minutes 44 seconds West a distance of 34 61 feet to a line that is parallel with and 70 00 feet north of the south line of said Southwest quarter,

Thence along last said parallel line, North 89 degrees 57 minutes 27 seconds West a distance of 477 83 feet,

Thence leaving last said parallel line, North 44 degrees 46 minutes 57 seconds West a distance of 42 30 feet to the **POINT OF BEGINNING.**

This description shown hereon is not to be used to violate subdivision regulation of the state, county and/or municipality or any other land division restrictions

The legal description is based upon the Final Plat of "Zanjero Pass Parcel 1-3 Phase 2-4" as recorded in Book 979 of Maps, Page 26, Records of Maricopa County, Arizona

The above described parcel contains 7,343,862 Square Feet (168 5919 acres) more or less

Prepared by HilgartWilson
1661 East Camelback Road
Suite 275
Phoenix, AZ
Job No 1066
March 1, 2012

303 CAPITAL
LEGAL DESCRIPTION
EXHIBIT "ONE"

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

PARCEL NO 1

That part of the West half of Section 1, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows

COMMENCING at the Northwest comer of said Section 1,

THENCE South along the West line of said Section 1, a distance of 1405 93 feet to the TRUE POINT OF BEGINNING,

THENCE continuing South along said West line, a distance of 1251 87 feet to a point on the West line which lies North (assumed bearing) a distance of 2679 66 feet from the Southwest corner of said Section 1,

THENCE North 87 degrees 40 minutes 14 seconds East, a distance of 2624 40 feet to a point on the East line of the West half of said Section 1,

THENCE North 00 degrees 14 minutes 50 seconds East, along said East line, a distance of 1132 00 feet to a point,

THENCE North 89 degrees 42 minutes 43 seconds West, a distance of 2626 89 feet to the TRUE POINT OF BEGINNING,

EXCEPT the West 55 feet, and

EXCEPT that portion of such property Included in the following tract

BEGINNING at a 1/2 inch aluminum capped pipe monumenting the South quarter corner of said Section 1,

THENCE North 88 degrees 46 minutes 57 seconds West, along the South line of the Southwest quarter of said Section, a distance of 300 00 feet,

THENCE North 00 degrees 17 minutes 17 seconds East, a distance of 400 00 feet,

THENCE North 06 degrees 38 minutes 16 seconds East, a distance of 1355 69 feet

THENCE North 00 degrees 17 minutes 17 seconds East a distance of 1781 60 feet,

THENCE North 06 degrees 03 minutes 12 seconds West, a distance of 1358 07 feet,

THENCE North 00 degrees 17 minutes 17 seconds East, a distance of 400 00 feet to the North line of the Northwest quarter of said Section,

EXHIBIT "ONE"
(Continued)

THENCE South 89 degrees 48 minutes 11 seconds East, along the said North line a distance of 300 00 feet to a 1 inch open pipe monumenting the North quarter corner of said Section,

THENCE South 89 degrees 56 minutes 13 seconds East, along the North line of the Northeast quarter of said Section, a distance of 300 00 feet,

THENCE South 00 degrees 17 minutes 17 seconds West, a distance of 400 00 feet,

THENCE South 06 degrees 37 minutes 31 seconds West, a distance of 1358 89 feet,

THENCE South 00 degrees17 minutes 17 seconds West, a distance of 1764 80 feet,

THENCE South 06 degrees 03 minutes 09 seconds East, a distance of 1358 24 feet,

THENCE South 00 degrees 17 minutes 17 seconds West, a distance of 400 00 feet to the South line of the Southeast quarter of said Section,

THENCE North 89 degrees 44 minutes 10 seconds West, along said South line, a distance of 300 00 feet to the POINT OF BEGINNING

EXCEPT that portion of such property included in the following tract

A portion of the parcel described in the Special Warranty Deed recorded In Document No 2005-1958074 of Maricopa County records, located in the West half of Section 1, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows

COMMENCING at the TRUE POINT OF BEGINNING of the above referenced parcel,

Thence South 89 degrees 42 minutes 43 seconds East, along the North line of said parcel, a distance of 2248 90 feet to the POINT OF BEGINNING,

Thence continuing South 89 degrees 42 minutes 43 seconds East, a distance of 71 00 feet,

Thence South 04 degrees 12 minutes 55 seconds East, a distance of 64 77 feet,

Thence North 89 degrees 42 minutes 43 seconds West, a distance of 71 00 feet,

Thence North 04 degrees 12 minutes 55 seconds West, a distance of 84 77 feet to the POINT OF BEGINNING

EXCEPT that portion of such property Included in the following tract

A portion of the parcel described in the Special Warranty Deed recorded In Document No 2005-1958074 of Maricopa County records, located in the West half of Section 1, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows

COMMENCING at the TRUE POINT OF BEGINNING of the above referenced parcel,

EXHIBIT "ONE"
(Continued)

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 1251 87 feet

Thence North 87 degrees 40 minutes 14 seconds East, along the South line of said parcel, a distance of 2301 26 feet to the POINT OF BEGINNING,

Thence North 00 degrees 20 minutes 31 seconds East, a distance of 84 60 feet,

Thence North 87 degrees 40 minutes 14 seconds East, a distance of 71 00 feet,

Thence South 00 degrees 20 minutes 31 seconds West, a distance of 84 60 feet,

Thence South 87 degrees 40 minutes 14 seconds West, along the aforementioned South line of said parcel, a distance of 71 00 feet to the POINT OF BEGINNING

PARCEL NO 2

A portion of the parcel described in the Special Warranty Deed recorded in Document No 2005-1958074 of Maricopa County records, located In the West half of Section 1, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows

COMMENCING at the TRUE POINT OF BEGINNING of the above referenced parcel,

Thence South 89 degrees 42 minutes 43 seconds East, along the North line of said parcel, a distance of 2248 90 feet to the POINT OF BEGINNING,

Thence continuing South 89 degrees 42 minutes 43 seconds East, a distance of 71 00 feet,

Thence South 04 degrees 12 minutes 55 seconds East, a distance of 84 77 feet,

Thence North 89 degrees 42 minutes 43 seconds West, a distance of 71 00 feet,

Thence North 04 degrees 12 minutes 55 seconds West, a distance of 84 77 feet to the POINT OF BEGINNING

PARCEL NO 3

A portion of the parcel described in the Special Warranty Deed recorded in Document No 2005-1958074 of Maricopa County records, located in the West half of Section 1, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows

COMMENCING at the TRUE POINT OF BEGINNING of the above referenced parcel,

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 1251 87 feet,

Thence North 87 degrees 40 minutes 14 seconds East, along the South line of said parcel, a distance of 2301 26 feet to the POINT OF BEGINNING,

EXHIBIT "ONE"
(Continued)

Thence North 00 degrees 20 minutes 31 seconds East, a distance of 84 60 feet,

Thence North 87 degrees 40 minutes 14 seconds East, a distance of 71 00 feet,

Thence South 00 degrees 20 minutes 31 seconds West, a distance of 84 60 feet,

Thence South 87 degrees 40 minutes 14 seconds West, along the aforementioned South line of said parcel, a distance of 71 00 feet to the POINT OF BEGINNING

EXCEPT FROM PARCEL NOS 1, 2 and 3 above any portion lying the future right of way per Arizona Department of Transportation Project No 303L MA 007 H7138 02R new right of way line described as follows

Commencing at an aluminum cap stamped "LS 21080" marking the Center quarter corner of said Section I, being South 89°32'01" East 2622 18 feet from a Maricopa County Highway Division (RD) brass cap marking the West quarter corner of said Section 1,

thence along the East-West mid section line of said Section North 89°32'01" West 252 19 feet to the POINT OF BEGINNING,

thence North 00°23'40" East 421 50 feet,

thence North 00°55'12" West 1002 43 feet,

thence North 06°55'15" West 808 45 feet,

thence North 05°00'00" West 297 16 feet,

thence North 88°21'48" West 223 22 feet,

thence North 67°15'55" West 199 40 feet,

thence North 00°11'34" West 93 77 feet to the POINT OF ENDING on the North line of said Section 1, being North 89°46'26" West 824 00 feet from a Maricopa County aluminum cap marking the North quarter corner of said Section 1

EXHIBIT "A"
WOOLF PROPERTY
LEGAL DESCRIPTION

Parcel No. 1:

All of Section 29, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

EXCEPT the east half of the Northeast quarter, and

EXCEPT a strip of land 50 feet wide being the north 50 feet of the south 83 feet of the Southwest quarter and the west half of the Southeast quarter of said Section 29, as conveyed to the California, Arizona and Santa Fe Railway Company by deed recorded June 17, 1943 in Book 388 of Deeds, Page 542, and by Instrument recorded in Docket 830, Page 70, and

EXCEPT the north 250 feet of the south 283 feet of the east half of the Southeast quarter as conveyed to said railway company by deed recorded June 28, 1941 in Book 357 of Deeds, Page 77

EXCEPT the north 40.00 feet thereof from the easement for highway purposes as recorded in Book 14 of Road Maps, Page 79, Records of Maricopa County, Arizona,

EXCEPT the west 40 00 feet thereof from the plat purporting to show a county roadway as recorded in Book 14 of Road Maps, Page 79, Records of Maricopa County, Arizona,

EXCEPT the south 33 00 feet thereof from the plat purporting to show a county roadway as recorded in Book 3 of Road Maps, Page 29, Records of Maricopa County, Arizona,

Parcel No. 2:

The north half of Section 32, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

EXCEPT any portion lying within the following described Parcel A condemned by Flood Control District of Maricopa County, a municipal corporation and a political subdivision of the State of Arizona pursuant to Final Order of Condemnation, recorded February 23, 1996 as 96-121657 of official records;

Parcel A·

That portion of the Northeast quarter of Section 32, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows

COMMENCING at the north quarter corner of said section,

Thence along the north line of said Northeast quarter, South 89 degrees 53 minutes 04 seconds East 41 01 feet to the east line of the west 41 00 feet of said Northeast quarter and the true **POINT OF BEGINNING;**

Thence continuing South 89 degrees 53 minutes 04 seconds East a distance of 78 02 feet to the east line of the west 119 00 feet of said Northeast quarter,

Thence along said east line, South 00 degrees 57 minutes 54 seconds East a distance of 1327 98 feet;

Thence North 89 degrees 02 minutes 06 seconds East a distance of 7.00 feet to the east line of the west 126.00 feet of said Northeast quarter,

Thence along said east line, South 00 degrees 57 minutes 54 seconds East a distance of 75 feet,

Thence North 89 degrees 02 minutes 06 seconds East a distance of 10 00 feet;

Thence South 00 degrees 57 minutes 54 seconds East a distance of 175 00 feet,

Thence South 89 degrees 02 minutes 06 seconds West a distance of 10 00 feet to the east line of said west 126 00 feet,

Thence along said east line, South 00 degrees 57 minutes 54 seconds East a distance of 1050 79 feet to the south line of said Northeast quarter,

Thence along said south line, North 89 degrees 57 minutes 23 seconds West a distance of 90 02 feet to the east line of the west 36 00 feet,

Thence North 00 degrees 57 minutes 54 seconds West a distance of 1299 21 feet,

Thence North 89 degrees 02 minutes 06 seconds East a distance of 5 00 feet,

Thence North 00 degrees 57 minutes 54 seconds West a distance of 1329.45 feet to the true **POINT OF BEGINNING;**

Except the north 33 00 feet thereof from the plat purporting to show a county roadway as recorded in Book 3 of Road Maps, Page 29, Records of Maricopa County, Arizona;

Except the west 40 00 feet thereof from Road Declared (Road File No. 1635) as recorded in Docket 5105, Page 21, Records of Maricopa County, Arizona,

Except those portions of land as described in the Warranty Deed as recorded in Document No 2011-0098873, Records of Maricopa County, Arizona

Parcel No. 3:

The west half of Section 33, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

Except the north 33 00 feet thereof from the plat purporting to show a county roadway as recorded in Book 3 of Road Maps, Page 29, Records of Maricopa County, Arizona,

Except the south 33 00 feet thereof from the plat purporting to show a county roadway as recorded in Book 9 of Road Maps, Page 26, Records of Maricopa County, Arizona;

Except that portion of land as described in the Warranty Deed as recorded in Document No 2011-0098873, Records of Maricopa County, Arizona

Parcel No. 4:

The south half of Section 32, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

Except that certain parcel more particularly described as follows

COMMENCING at a point on the south line of said Section 32 from which the southwest corner of said Section 32 bears North 89 degrees 01 minute 50 seconds West a distance of 75 01 feet,

Thence North 00 degrees 03 minutes 54 seconds East, along a line that is parallel with and 75.00 feet east of the west line of said Section 32, a distance of 75 01 feet, to the true **POINT OF BEGINNING;**

Thence continuing North 00 degrees 03 minutes 54 seconds East a distance of 324 99 feet;

Thence North 89 degrees 01 minutes 50 seconds West a distance of 35 00 feet,

Thence North 00 degrees 03 minutes 54 seconds East, along a line that is parallel with and 40 00 feet east of the west line of said Section 32, a distance of 1305 00 feet,

Thence South 89 degrees 01 minutes 50 seconds East a distance of 1123.59 feet,

Thence South 00 degrees 03 minutes 54 seconds West a distance of 1629 99 feet,

Thence North 89 degrees 01 minute 50 seconds West, along a line that is parallel with and 75 00 feet north of the south line of said Section 32 a distance of 1088 59 feet to the true **POINT OF BEGINNING;** and

Except that portion described as follows.

COMMENCING at the southwest corner of said Section 32,

Thence along the west line of said Section 32, North 00 degrees 54 minutes 20 seconds West a distance of 1705 00 feet,

Thence North 89 degrees 59 minutes 41 seconds East a distance of 40 00 feet to the east line of the west 40 00 feet of said section and the true **POINT OF BEGINNING;**

Thence along said east line, North 00 degrees 54 minutes 20 seconds West a distance of 869 68 feet to the south line of the north 55 00 feet of said Southwest quarter,

Thence along said south line, South 89 degrees 57 minutes 23 seconds East a distance of 2599 74 feet to the east line of said Southwest quarter,

Thence continuing South 89 degrees 57 minutes 23 seconds East a distance of 135 02 feet to the east line of the west 135 00 feet of said Southeast quarter,

Thence along said east line, South 00 degrees 57 minutes 54 seconds East a distance of 2497 39 feet to the north line of the south 75 feet of said Southeast quarter,

Thence along said north line, South 90 degrees 00 minutes 00 seconds West a distance of 135 02 feet to the west line of said Southeast quarter,

Thence along said north line of the south 75 00 feet of said Southwest quarter, South 89 degrees 59 minutes 41 seconds West a distance of 1478 70 feet,

Thence North 00 degrees 54 minutes 20 seconds West a distance of 1629 99 feet,

Thence South 89 degrees 59 minutes 41 seconds West a distance of 1123 59 feet to the true **POINT OF BEGINNING**

Except the south 33.00 feet of the Southeast quarter of said Section 32 from the plat purporting to show a county roadway as recorded in Book 9 of Road Maps, Page 26, Records of Maricopa County, Arizona,

Except that portion of land as described in the Warranty Deed as recorded in Document No 2011-0098866, Records of Maricopa County, Arizona

Parcel No. 5:

All of Section 31, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona;

EXCEPT those portions more particularly described as follows:

Except the south 50 00 feet of the north 242.00 feet of the east 75.00 feet of the west 108 00 feet of the northwest quarter of said section 31 (proposed well site 1)

Except the west 33 00 feet of said Section 31 from the plat purporting to show a county roadway as recorded in Book 6 of Road Maps, Page 27, Records of Maricopa County, Arizona,

Except the south 33.00 feet of said Section 31 from the plat purporting to show a county roadway as recorded in Book 9 of Road Maps, Page 26, Records of Maricopa County, Arizona,

Except the east 40 00 feet of said Section 31 from the plat purporting to show a county roadway as recorded in Book 15 of Road Maps, Page 57, Records of Maricopa County, Arizona,

Except those portions of land as described in the Warranty Deed as recorded in Document No 2011-0098865, Records of Maricopa County, Arizona

Except that portion of land as described in the Amended Final Order of Condemnation as recorded in Document No 2007-0797434, Records of Maricopa County, Arizona

Except that portion of land lying west of the following described line,

COMMENCING at the northwest corner of said Section 31 from which the west quarter corner thereof bears South 00 degrees 16 minutes 09 seconds West a distance of 2,640.88 feet,

Thence along the west line of the Northwest quarter of said Section 31, South 00 degrees 16 minutes 09 seconds West a distance of 392 92 feet to the beginning of a tangent curve concave northeasterly having a radius of 1,068.00 feet,

Thence leaving said west line and southeasterly along said curve through a central angle of 60 degrees 03 minutes 26 seconds an arc length of 1,119 47 feet,

Thence South 59 degrees 47 minutes 17 seconds East a distance of 409 06 feet to the beginning of a tangent curve concave southwesterly having a radius of 935 00 feet,

Thence southeasterly along said curve through a central angle of 60 degrees 03 minutes 06 seconds an arc length of 979 97 feet,

Thence South 00 degrees 15 minutes 18 seconds West a distance of 625 94 feet to the beginning of a tangent curve concave northwesterly having a radius of 935.00 feet,

Thence southwesterly along said curve through a central angle of 56 degrees 37 minutes 46 seconds an arc length of 924.13 feet;

Thence South 56 degrees 52 minutes 33 seconds West a distance of 619 00 feet to the beginning of a tangent curve concave southeasterly having a radius of 935.00 feet;

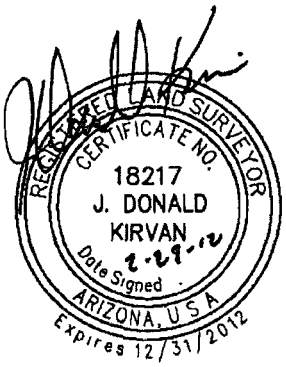
Thence southwesterly along said curve through a central angle of 56 degrees 36 minutes 48 seconds an arc length of 923 86 feet to the west line of the Southwest quarter of said Section 31,

Thence along last said west line, South 00 degrees 15 minutes 45 seconds West a distance of 421 05 feet to the **POINT OF ENDING.**

This description shown hereon is not to be used to violate subdivision regulation of the state, county and/or municipality or any other land division restrictions

The above described parcel contains 74,807,695 Square Feet (1,717 3484 acres) more or less

Prepared by HilgartWilson
1661 East Camelback Road
Suite 275
Phoenix, AZ
Job No. 1033
February 29, 2012



BICKMAN FARMS LEGAL

That portion of the Southeast quarter of Section 6, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 6, thence, North 03 degrees 20 minutes 00 seconds West along the West line of said Southeast quarter a distance of 33.05 feet to a point on the North line of the South 33.00 feet of said Section 6,

THENCE, along said line, North 89 degrees 41 minutes 27 seconds East a distance of 33.05 feet to a point on the East line of the West 33.00 feet of said Section 6 and the True Point of Beginning;

THENCE, along said line North 03 degrees 20 minutes 00 seconds West a distance of 1289 66 feet to a point on the North line of the South half of the Southeast quarter of said Section 6,

THENCE, along said line, North 89 degrees 44 minutes 17 seconds East a distance of 2527.98 feet to a point on the West line of the East 78 00 feet of said Southeast quarter;

THENCE, along said line, South 03 degrees 26 minutes 17 seconds East a distance of 1287.70 feet to a point on the North line of the South 33.00 feet of said Southeast quarter;

THENCE, along said line South 89 degrees 41 minutes 27 seconds West a distance of 2530.23 feet to the True Point of Beginning.

EXCEPT THEREFROM that certain drainage ditch, as conveyed to Adaman Mutual Water Company by instrument recorded in Docket 1180, page 528, and

EXCEPT all underground or subterranean waters beneath the lands of the Adaman Mutual Water Company Project, except that necessary for domestic use as distinguished from irrigation use by such owners of land in the project as may now have or in the future care to sink domestic wells for their individual uses, as conveyed to Adaman Mutual Water Company by Deed recorded in Docket 1180, page 517; and

EXCEPT all ores and minerals and all oil, gas and other hydrocarbon substances beneath the surface of the above described premises, as reserved unto Goodyear Farms, a corporation, by Agreement recorded in Docket 2461, page 556.

FRYE

LEGAL DESCRIPTION

That portion of the following described property, in the Northeast quarter of Section 12, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows

Commencing from an aluminum cap stamped "LS 21080" marking the Center quarter corner of said Section 12, being North 89°58'44"East, 2,635.59 feet from a Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the East quarter corner of said Section 12,

Thence along the East-West mid-section line of said Section 12, North 89°58'44" East, 328 47 feet to POINT OF BEGINNING;

Thence North 00°46'50" East, 108.13 feet,

Thence North 89°18'13" West, 150 feet,

Thence North 00°41'47" East, 363.86 feet,

Thence North 03°41'04" East, 830 72 feet,

Thence North 89°59'01" East, 1735 75 feet,

Thence South 00°00'24" West,, 1152 68 feet;

Thence North 89°58'44" East, 629.01 feet;

Thence South 00°04'40" East, 150 00 feet;

Thence South 89°58'44" West, 2274.12 feet,, to POINT OF BEGINNEING

Gross area being 2,387,947.702 square feet or 54.82 acres more or less

SARIBETH

LEGAL DESCRIPTION

That portion of the following described property, in the Northeast quarter of Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows.

Commencing from a Maricopa County aluminum cap in pot hole marking the North quarter corner of said Section 13, being North 89°30'14" West, 2,632 66 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the Northeast corner of said section 13

Thence along the north section line of said Section 13, South 89°30'14" East, 1024 20 feet ,

To a point on said section line, thence South 00°29'46" West, 33 00 feet, to POINT OF BEGINNING

Thence South 89°30'14" East, 1283 35 feet;

Thence South 00°10'59" West, 1363.99 feet;

Thence North 89°31'45" West, 1284 28 feet,

Thence North 00°13'19" East, 1364 55 feet; to POINT OF BEGINNING

Said property containing 40 208 acres more or less

PETER COTTONTAIL

LEGAL DESCRIPTION

That portion of the following described property, in the Southwest quarter of the Northeast quarter Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing from a Maricopa County aluminum cap in pot hole marking the North quarter corner of said Section 13, being North 89°30'14" West, 2,633 08 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the Northeast corner of said section 13

Thence along the north-south mid-section line of said Section 13, South 00°15'39" West, 1323.13 feet ,

Thence South 89°31'45" East, 100.76 feet, to POINT OF BEGINNING

Thence South 89°31'45" East, 1216 47 feet,

Thence South 00°13'19" West, 1322 55 feet,

Thence North 89°33'15" West, 1270.12 feet;

Thence along the new right-of-way line of State Route 303L, North 00°15'39" East, 670 80 feet,

Thence North 04°53'15" East, 654.09 feet, to POINT OF BEGINNEING

Containing 38 16 acres more or less

FOUR LEAF

LEGAL DESCRIPTION

That portion of the following described property, in the Southeast quarter of Section 12, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing from a Maricopa County aluminum cap in pot hole marking the South quarter corner of said Section 12, being North 89°30'02" West, 2632.87 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the Northeast corner of said section 12.

Thence along the south line of said Section 12, South 89°30'02" East, 612.59 feet,

Thence North 00°29'58" East, 33.00 feet to the POINT FO BEGINNING,

Thence along the new right-of-way line of State Route 303L, North 69°14'13" West, 170.35 feet,

Thence North 86°13'54" West, 271 84 feet;

Thence North 12°13'46" West, 150 07 feet;

Thence North 00°07'04" East, 146 11,

Thence North 02°01'00" West, 1009.92 feet,

Thence North 04°00'16" East, 866.01 feet,

Thence North 00°58'16" East, 350 37 feet,

Thence North 89°01'44" West, 150 00 feet;

Thence to an angle point on the north property line, North 00°58'16" East, 38 88 feet,

Thence along said north property line, South 89°44'46" East, 990 88 feet;

Thence South 00°08'47" West, 1332 81 feet,

Thence South 89°37'24" East, 1284 10 feet,

Thence South 00°10'32" West, 1302 56 feet,

Thence North 89°30'02" West, 1987 10 feet, to POINT OF BEGINNING

Gross area being 4,723,589 643 square feet or 108 44 acres more or less

APN: 501-03-009D

LaPour 303, LLC

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 02 SECONDS EAST, PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1266.32 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 53 SECONDS EAST, 878.25 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 13 MINUTES 53 SECONDS EAST, 415.77 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 37 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1085 75 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 303;

THENCE SOUTH 10 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 422.49 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 22 SECONDS WEST, 1009.63 FEET TO THE POINT OF BEGINNING.

BANK OF THE WEST

Parcel "A", TWELVE OAKS ESTATES, a subdivision recorded in Book 723 of Maps, page 29, records of Maricopa County, Arizona.

EXHIBIT B

Depiction of the Region/Initial MAG 208 Area

Exhibit B

Pre-Annexation Development Agreement

Arial Map

On File with the

Glendale City Clerk's Office
5850 W. Glendale Ave
Glendale, AZ 85301

Exhibit C

Draft of the Global Agreement

AGREEMENT FOR FUTURE WASTEWATER AND RECYCLED WATER SERVICES BETWEEN GLOBAL WATER RESOURCES, INC., GLOBAL WATER - 303 UTILITIES COMPANY, INC., AND CITY OF GLENDALE

This Agreement for Future Wastewater and Recycled Water Services ("Agreement") is entered into as of this _____ day of _____, 2012 between Global Water Resources, Inc., a Delaware corporation authorized to do business in Arizona, ("Global"), Global Water-303 Utilities Company, Inc , an Arizona corporation and a wholly-owned subsidiary of Global ("Utility"), and the City of Glendale, an Arizona municipal corporation ("City") City, Global, and Utility shall collectively be referred to herein as the "Parties," and individually as a "Party "

RECITALS

A. The City is an Arizona municipal corporation authorized to provide municipal services to residents and businesses within and without its corporate boundary

B. The City intends to facilitate and manage future growth in accordance with its obligation under the Growing Smarter Legislation and Growing Smarter Plus Legislation enacted by the Arizona State Legislature

C The Utility will be an Arizona public service corporation defined in Article 15, Section 2, of the Arizona Constitution and, as such, will be regulated by the Arizona Corporation Commission ("ACC")

D. Ultimately, the Utility will, consistent with the terms of this Agreement, apply for a Certificate of Convenience and Necessity ("CC&N") from the ACC to provide wastewater services and recycled water infrastructure services (collectively "Utility Services") in the area generally bordered by Peoria Avenue to the North, Cotton Lane to the west, Camelback Road to the south and 143rd Avenue to the east ("Subject Territory"), as more fully set forth in Exhibit 1, attached to and incorporated into this Agreement.

E. The initial CC&N application by the Utility will include the properties illustrated as "Participating Properties – Initial CC&N Application" on Exhibit 2, attached to and incorporated into this Agreement.

F. The City has the potential of experiencing rapid growth, and in order to facilitate and manage this potential future growth, the City wishes to work with Global and Utility to establish Utility Services within the Subject Territory.

G On March 9, 2010, the City and Global entered into a Memorandum of Understanding that addressed the City's support of Utility as the wastewater and recycled water provider for the Subject Territory.

H The City, Global, and Utility wish to enter into this Agreement to further define the rights and obligations among the Parties

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1 Franchise Agreement

1.1 Utility will present the desired franchise ("Franchise") to the City's governing body and file it with City Clerk after entry of a final order granting an Initial CC&N by the Arizona Corporation Commission granting Utility a CC&N to provide Utility Services in an area within the Subject Territory

1.2 If the City's governing body deems the granting of the Franchise beneficial to the City, it will pass a resolution and thereafter submit the Franchise to the qualified electors as to whether or not the Franchise should be granted at the next regular election held in the City or at a special election called for the purpose of approving the Franchise. The City will not call a special election for the purpose of approving the Franchise without the consent of Global. The Franchise election will be called and conducted in accordance with applicable law

1 3 Global will be responsible for all costs incurred by the City as a result of holding an election for the purpose of approving the Franchise, which costs shall not be unreasonably incurred by the City. If other items or candidates are placed on the same ballot as the Franchise, the City will equitably apportion the election costs to Global

1 4 The City will invoice the estimated cost of the Franchise election ("Estimated Cost") within 60 days after the filing of the Franchise with the Glendale City Clerk Global will promptly pay the City the estimated cost within 30 days after receiving the invoice The City will reconcile the actual election cost attributable to the Franchise ("Actual Cost") within 60 days after the Franchise election. Global will promptly pay the City the difference between the Estimated Cost and the Actual Cost if the Actual Cost exceeds the Estimated Cost The City will promptly refund Global the difference between the Actual Cost and the Estimated Cost if the Actual Cost is less than the Estimated Cost.

1.5 The Franchise filed by Utility, at a minimum, must contain the following provisions·

1 5 1 The Franchise will be for a term of 25 years

1 5 2 Utility will pay the city a fee (the "Franchise Fee") of 3% of Gross Revenue on a quarterly basis "Gross Revenues" shall include base fees, consumptive fees, wastewater, and recycled water sales collected but shall not include non-recurring fees collected by Utility as they arise from hookup fees, service connection fees, termination fees, reconnect or disconnect fees, late fees, NSF fees, or account handling fees.

1 5.3 City will grant Utility a non-exclusive right and privilege to construct, maintain, and operate upon, over, along, across and under the present and future public rights-of-way (including but not limited to streets, alleys, rights of ways, highways and bridges) within the present and any future corporate limits of the City for the areas within the Subject Territory, Utility infrastructure, together with all necessary appurtenances, for the purpose of providing Utility Services within the Subject Territory.

1 6 Temporary License Agreement. The City and Utility will enter into a Temporary License Agreement. The Temporary License Agreement must contain, at a minimum, the following provisions

1.6.1 The Temporary License Agreement will run from the time this Agreement takes effect until the earlier of (1) the time the Franchise described above takes effect; (2) two Franchise elections have been conducted, or (3) until January 1, 2017 Thereafter, in the event a successful Franchise election has not occurred, the Parties shall negotiate in good faith to revise the Franchise for submission to the voters and/or enter into a new agreement regarding the Utility's operation in the City.

1 6 2 Pursuant to the Temporary License Agreement, Utility will pay the City a fee (the "License Fee") of 3% of Gross Revenues on a quarterly basis "Gross Revenues" shall include base fees, consumptive fees, wastewater, and recycled water sales collected but shall not include non-recurring fees collected by Utility as they arise from hookup fees, service connection fees, termination fees, reconnect or disconnect fees, late fees, NSF fees, or account handling fees. This License Fee shall terminate when the Franchise takes affect or when the Temporary License Agreement expires, and in no circumstance shall Utility be obligated to pay both the Franchise Fee and the License Fee nor shall the Utility operate without payment of either a Franchise or License Fee to the City

1.6 3 City will grant Utility a non-exclusive right and privilege to construct, maintain, and operate upon, over, along, across and under the present and future public rights-of-way (including but not limited to streets, alleys, rights of ways, highways and bridges) within the present and any future corporate limits of the City for the areas within the Subject Territory, Utility infrastructure, together with all necessary appurtenances, for the purpose of providing Utility Services within the Subject Territory

2 MAG 208 Amendment

2 1 The City will sponsor, with the support of Global and Utility, an amendment to the MAG 208 Plan for purposes of recognizing the wastewater treatment plant to be constructed by Utility to serve the area set forth in Exhibit 3, attached to and incorporated into this Agreement ("Initial 208 Amendment") The City, Global, and Utility agree the Initial 208 Amendment must include an area not less than 3,200 acres, and may include the area located between the participating properties within the Subject, which are necessary to allow for a reasonable, contiguous and well-planned service area to be agreed upon by the City and Global The Parties acknowledge and agree that the area to be included within the Initial 208 Amendment is in the City's sole discretion

2 2 At a later time, the City will sponsor, with the support of Global and Utility, another amendment to the MAG 208 Plan for the purpose of recognizing the wastewater treatment plant to be constructed by Global to serve the portion of the Subject Territory not included in the Initial 208 Amendment ("Subsequent 208 Amendment"). The City's sponsorship of the Subsequent 208 Amendment, which will cover all the remaining properties within the original Subject Territory, is contingent on all of the following. (1) Utility having commenced providing Utility Service within the area covered by the Initial 208 Amendment, (2) Utility receiving requests for service from landowners owning an aggregate of at least 50% of the acreage located within the Subject Territory but not included within the area covered by the Initial 208 Amendment, and (3) Utility is not in violation of any rules, regulations or orders of the Arizona Corporation Commission, the Maricopa County Environmental Services Department, or the terms of this Agreement The Parties may otherwise agree in writing to move forward with the Subsequent 208 Amendment prior to all such contingencies being

satisfied

2 3 The Utility may also provide service to properties outside of the Initial 208 Amendment area, prior to approval of the Subsequent 208 Amendment, if such service is permitted by local, state and federal law and the property is either (1) within the corporate boundary of the City or (2) is subject to a recorded pre-annexation development agreement with the City

2.4 All costs associated with processing the Initial 208 Amendment and Subsequent 208 Amendment will be borne by Global, Utility or a third party mutually agreed to by the Parties

3. Arizona Corporation Commission; Certificate of Convenience and Necessity

3 1 Utility will not file an application to the ACC for the establishment or expansion of its CC&N within the Subject Territory except as provided in this Agreement

3 2 The Parties agree that the Utility may apply to the ACC for the establishment or expansion of its CC&N for Utility Services within the Subject Territory if the property to be included in the CC&N application is either· (1) within the corporate boundary of the City or (2) is subject to a recorded pre-annexation development agreement with the City, which agreement sets forth the terms, conditions, restrictions, and requirements for the annexation of the property, for the construction and installation of public/private infrastructure improvements (including wastewater services and recycled water services), and other matters related to the annexation and development of the property

3 3 The Parties agree that the Utility may also provide service to a parcel contiguous to its CC&N area if such parcel 1) is permitted to be served by the Utility in accordance with ACC rules and regulations and (2) could be included in Utility's CC&N application under paragraph 3 2 The Parties acknowledge and agree that the requirement to either be annexed or subject to a recorded pre-annexation development agreement is a limitation on the parcels that could be included in a CC&N application or served as a parcel contiguous to an existing CC&N

3.4 Except as set forth in paragraphs 3.2 and 3 3, the Utility will not apply to the Arizona Corporation Commission to establish or expand its CC&N or extend Utility Services to a parcel outside of its CC&N area but contiguous to its CC&N service area without obtaining prior written consent from the City.

4 General Conditions

4 1 This Agreement, and all rights and obligations hereunder, shall be governed by and construed in accordance with the laws of the State of Arizona Venue of any litigation hereunder shall be in a court of competent jurisdiction sitting in Maricopa County, Arizona. The Parties understand and acknowledge that utility rates and charges, and other terms and conditions applicable to the provision of Utility Services may be modified from time-to-time by order of the ACC.

4 2 This Agreement and the exhibits and attachments thereto contain all the agreements of the parties with regard to this Agreement and cannot be enlarged, modified or changed in any respect except by written agreement between the Parties

4 3 The unenforceability, invalidity or illegality of any provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal, but the Parties shall negotiate as to the effect of said unenforceability, invalidity or illegality on the rights and obligations of the Parties

4.4 The Parties will each use their best efforts to fully cooperate with one another to obtain any required permits or other approvals that may be necessary to perform under, or take advantage of, the terms and conditions of this Agreement The Parties agree that each will use good faith efforts to resolve, through negotiation, disputes arising hereunder without resorting to mediation or litigation. Notwithstanding the previous sentence, the parties are not precluded from utilizing mediation or litigation to resolve disputes.

4.5 The captions, titles and headings in this Agreement are merely for the convenience of the Parties and shall neither limit nor amplify the provisions of the Agreement itself.

4.6 Notices relevant to this Agreement to be given by a Party to another shall be in writing All Parties agree that any such notice shall be effective when personally delivered or deposited, postage paid, in the U S Mail addressed by certified mail, return receipt request, to the address stated below

Global Water Resources, Inc
Attn· Cindy Liles
21410 N. 19th Avenue, Suite 201
Phoenix, Arizona 85027

Global Water – 303 Utilities Company, Inc
Attn· Cindy Liles
21410 N 19th Avenue, Suite 201
Phoenix, Arizona 85027

City of Glendale
Attn City Manager
5850 West Glendale Avenue ·
Glendale, Arizona 85301

With a copy to:
City of Glendale
Attn· City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

Each Party shall advise all other Parties in writing of any change in the address to which notice is to be provided hereunder

4 7 This Agreement is for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party Nothing herein shall be construed to confer standing upon any third party who did not otherwise have such standing.

4 8 Global guarantees it shall continue to have sufficient access to financial resources to perform its obligations and the obligations of the Utility under the terms of this Agreement and will perform such obligations in the event Utility is unable or unwilling to so perform Neither Global nor Utility may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written consent of the City. Further, Global agrees that if all or substantially all of the assets of the Utility are sold or otherwise transferred to a new owner, the obligations of Global and the Utility under the terms of this Agreement shall also be transferred and assigned to the new owner

4 9 The Parties are independent of each other and this Agreement creates no employee-employer relationship or a principal-agent relationship.

4 10 Global and Utility certify under A R S. §§ 35-391 *et seq.* and 35-393 *et seq.* that they do not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran

4.11 Immigration Law Compliance

A Global and Utility, and on behalf of any subcontractor, warrants, to the extent applicable under A.R S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R S § 23-214(A) which requires registration and participation with the E-Verify Program.

B Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

C City retains the legal right to inspect the papers of Global and Utility or subcontractor employee who performs work under this Agreement to ensure that Global and Utility or any subcontractor is compliant with the warranty under subsection (A) above

D City may conduct random inspections, and upon request of the City, Global and Utility shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above Global and Utility agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section 4 11

E. Global and Utility agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Global and Utility also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

F Global and Utility's warranty and obligations under this Section 4 11 to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program

4.12. Conflicts This Agreement is subject to cancellation for conflicts of interest under the provisions of A R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GLOBAL WATER RESOURCES, INC., a Delaware corporation authorized to do business in Arizona

DRAFT

By. _____
Ed Borromeo
Its· Vice President

Date· _____

GLOBAL WATER - 303 UTILITIES COMPANY, INC, an Arizona Corporation

DRAFT

By. _____
Ed Borromeo
Its· Vice President

Date: _____

CITY OF GLENDALE,
an Arizona municipal corporation

BY: _____
Elaine Scruggs, Mayor

DRAFT

Date _____

APPROVED AS TO FORM.

_____
Craig D. Tindall, City Attorney

ATTEST:

By·_____
Pamela Hanna, City Clerk

Exhibit 1

Map of Subject Territory

Draft of the Global Agreement

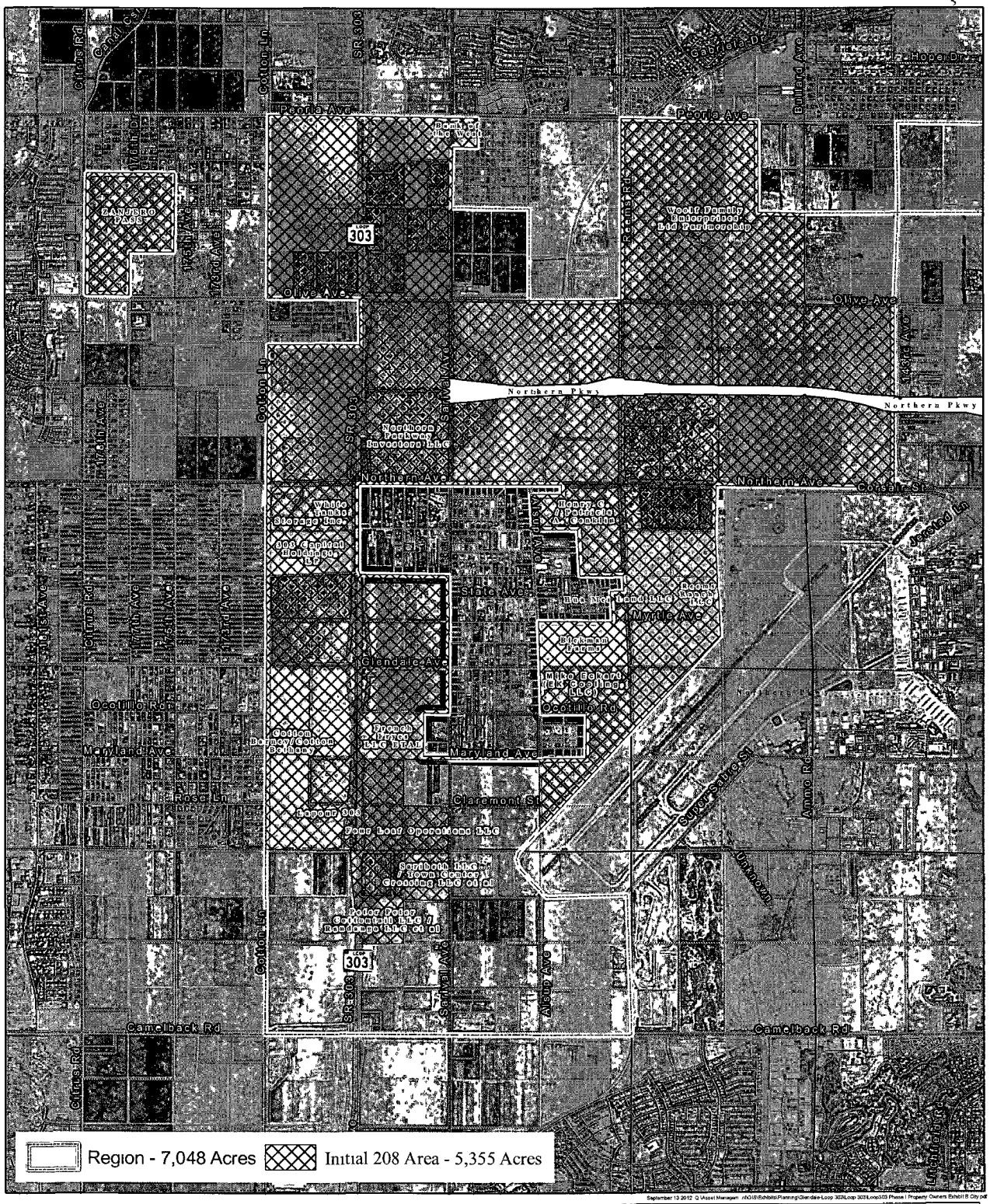
Arial Map

On File with the

Glendale City Clerk's Office
5850 W. Glendale Ave
Glendale, AZ 85301

GLOBAL WATER
RELIABLE • RENEWABLE REUSABLE

Exhibit B
Pre-Annexation Development Agreement



- 303 Capital Holdings LP 69 089991
- Bank of the West (11 ac)
- Bickman Farms (71 ac)
- Cotton Barney/Cotton Bethany (160 ac)
- Four Leaf Operations LLC (109 ac)
- French Fryes LLC ETAL (57 ac)
- Henry C / Patricia A Conklin (104 ac)
- Hua Mei Land LLC (8 ac)
- Lapour 303 (12 ac)
- Mike Eckart (EK Cooling LLC) (157 ac)
- Northern Parkway Investors LLC (361 ac)
- Peter Peter Cottontail LLC / Randango LLC et al (39 ac)
- Reems Ranch LLC (249 ac)
- Sanbeth LLC / Town Center Crossing LLC et al (40 ac)
- White Tanks Storage Inc (32 ac)
- Woolf Family Enterprises Ltd Partnership (1 818 ac)
- ZANJERO PASS (168 ac)

*Parcel Size (in acres)

DISCLAIMER

GLOBAL WATER
GEOGRAPHIC INFORMATION SYSTEM MAP AND DATA

THESE MAP PRODUCTS AND ALL UNDERLYING DATA WERE DEVELOPED FOR USE BY GLOBAL WATER. GLOBAL WATER ITS INTERNAL PURPOSES ONLY AND WERE NOT DESIGNED OR INTENDED FOR GENERAL USE BY MEMBERS OF THE PUBLIC. GLOBAL MAKES NO REPRESENTATION OR WARRANTY AS TO ITS ACCURACY, TIMELINESS OR COMPLETENESS AND IN PARTICULAR, ITS ACCURACY IN LABELING OR DISPLAYING DIMENSIONS, CONTOURS, PROPERTY BOUNDARIES OR PLACEMENT OR LOCATION OF ANY MAP FEATURES THEREON. GLOBAL MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OR USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA. ANY USERS OF THESE MAP PRODUCTS, MAP APPLICATIONS OR DATA ACCEPTS SAME AS IS WITH ALL FAULTS AND ASSUMES ALL RESPONSIBILITY FOR THE USE THEREOF AND FURTHER COVENANTS AND AGREES TO HOLD GLOBAL HARMLESS FROM AND AGAINST ALL DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS MAP PRODUCT IN CONSIDERATION OF GLOBAL HAVING MADE THIS INFORMATION AVAILABLE.

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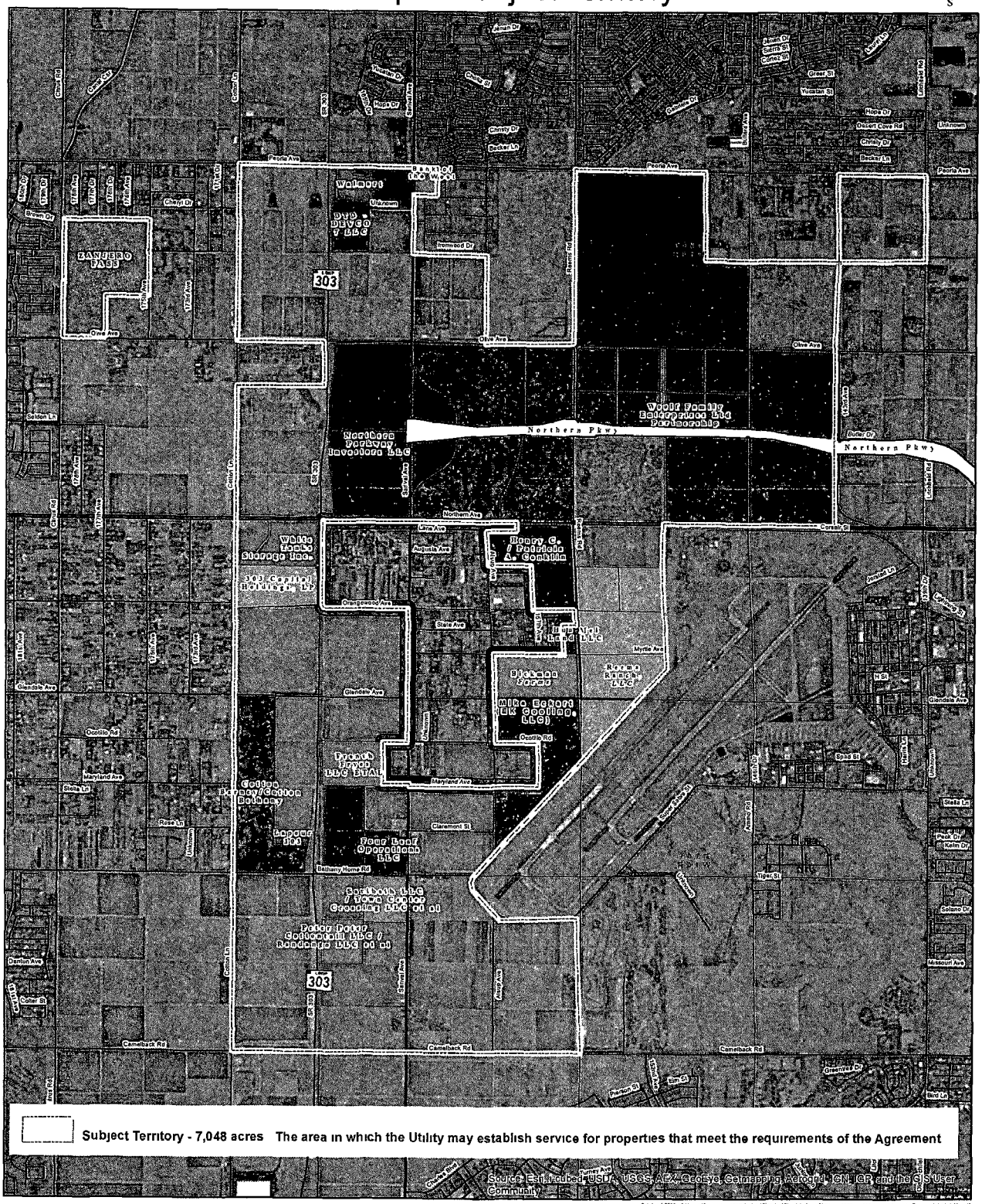
GLOBAL WATER
RELIABLE • RENEWABLE REUSABLE

Exhibit 1
Map of Subject Territory



Participating Properties\Initial CC&N Application – 3,569 Acres The properties identified below and by corresponding color on the map may be included in the initial application by the Utility to the ACC for a CC&N in accordance with the terms of the Agreement

- 303 Capital Holdings, LP (69 ac)
- Bank of the West (11 ac)
- Bickman Farms (71 ac)
- *Cotton Barney/Cotton Bethany (160 ac)*
- DTD - DEVCO 7 LLC (83 ac)
- Four Leaf Operations LLC (109 ac)
- French Fryes LLC ETAL (57 ac)
- Henry C / Patricia A Conklin (104 ac)
- Hua Mei Land LLC (8 ac)
- Lapour 303, (12 ac)
- Mike Eckart (EK Cooling LLC) (157 ac)
- Northern Parkway Investors LLC (361 ac)
- Peter Peter Cottontail LLC / Randango LLC et al (39 ac)
- *Reems Ranch LLC (249 ac)*
- Sarabeth LLC / Town Center Crossing LLC et al (40 ac)
- Walmart (21 ac)
- White Tanks Storage Inc (32 ac)
- Woolf Family Enterprises Ltd Partnership (1 818 ac)
- ZANJERO PASS (168 ac)

*Parcel Size (in acres)

October 1 2012 G:\Asset Management\GIS\Exhibits\Planning\Glendale-Loop 303\Loop 303\Loop 303 Phase I Property Owners Exhibit 1 City.pdf

DISCLAIMER

GLOBAL WATER
GEOGRAPHIC INFORMATION SYSTEM MAP AND DATA

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Exhibit 2

Initial CC&N Application

Draft of the Global Agreement

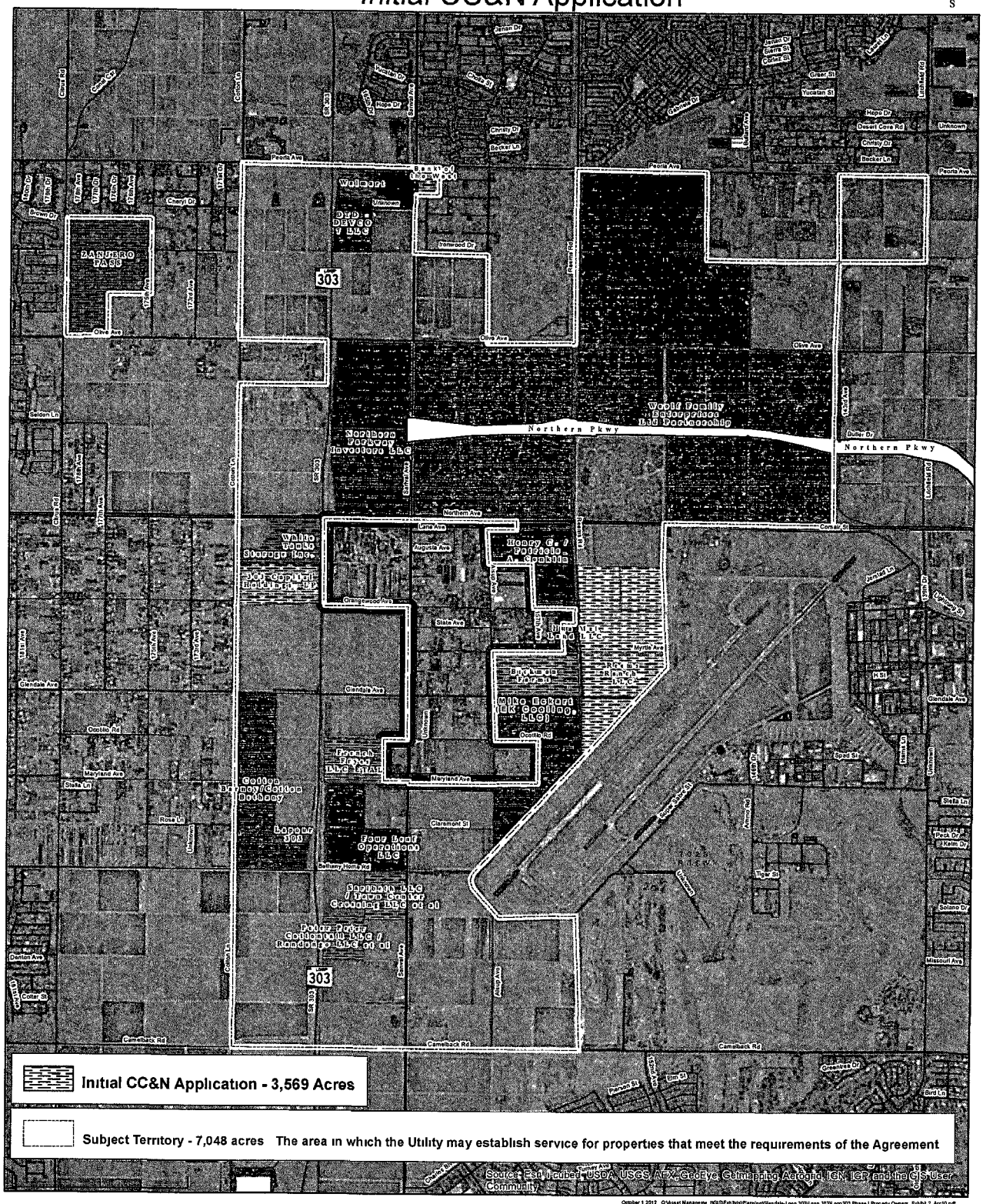
Arial Map

On File with the

Glendale City Clerk's Office
5850 W. Glendale Ave
Glendale, AZ 85301

GLOBAL WATER
RELIABLE · RENEWABLE · REUSABLE

Exhibit 2
Initial CC&N Application



October 1 2012 Q:\Asset Management\GIS\Exhibits\Planning\Glendale-Loop 303\Loop 303\Loop303 Phase I Property Owners Exhibit 2_Arc10.pdf

Participating Properties\Initial CC&N Application – 3,569 Acres The properties identified below and by *corresponding* color on the map may be included in the initial application by the Utility to the ACC for a CC&N in accordance with the terms of the Agreement

- 303 Capital Holdings, LP, (69 ac)
- Bank of the West (11 ac)
- Bickman Farms (71 ac)
- Cotton Barney/Cotton Bethany, (160 ac)
- DTD - DEVCO 7 LLC (83ac)
- Four Leaf Operations LLC (109 ac)
- French Fryes LLC ETAL (57 ac)
- Henry C / Patricia A Conklin (104 ac)
- Hua Mei Land LLC (8 ac)
- Lapour 303, (12 ac)
- Mike Eckart (EK Cooling, LLC) (157 ac)
- Northern Parkway Investors LLC (361 ac)
- Peter Peter Cottontail LLC / Randango LLC et al (39 ac)
- Reems Ranch LLC (249 ac)
- Saribeth LLC / Town Center Crossing LLC et al (40 ac)
- Walmart (21ac)
- White Tanks Storage Inc (32 ac)
- *Woolf Family Enterprises* Ltd Partnership (1 818 ac)
- ZANJERO PASS (168 ac)

*Parcel Size (in acres)

DISCLAIMER

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Exhibit 3

Initial 208 Amendment

Draft of the Global Agreement

Arial Map

On File with the

Glendale City Clerk's Office
5850 W. Glendale Ave
Glendale, AZ 85301

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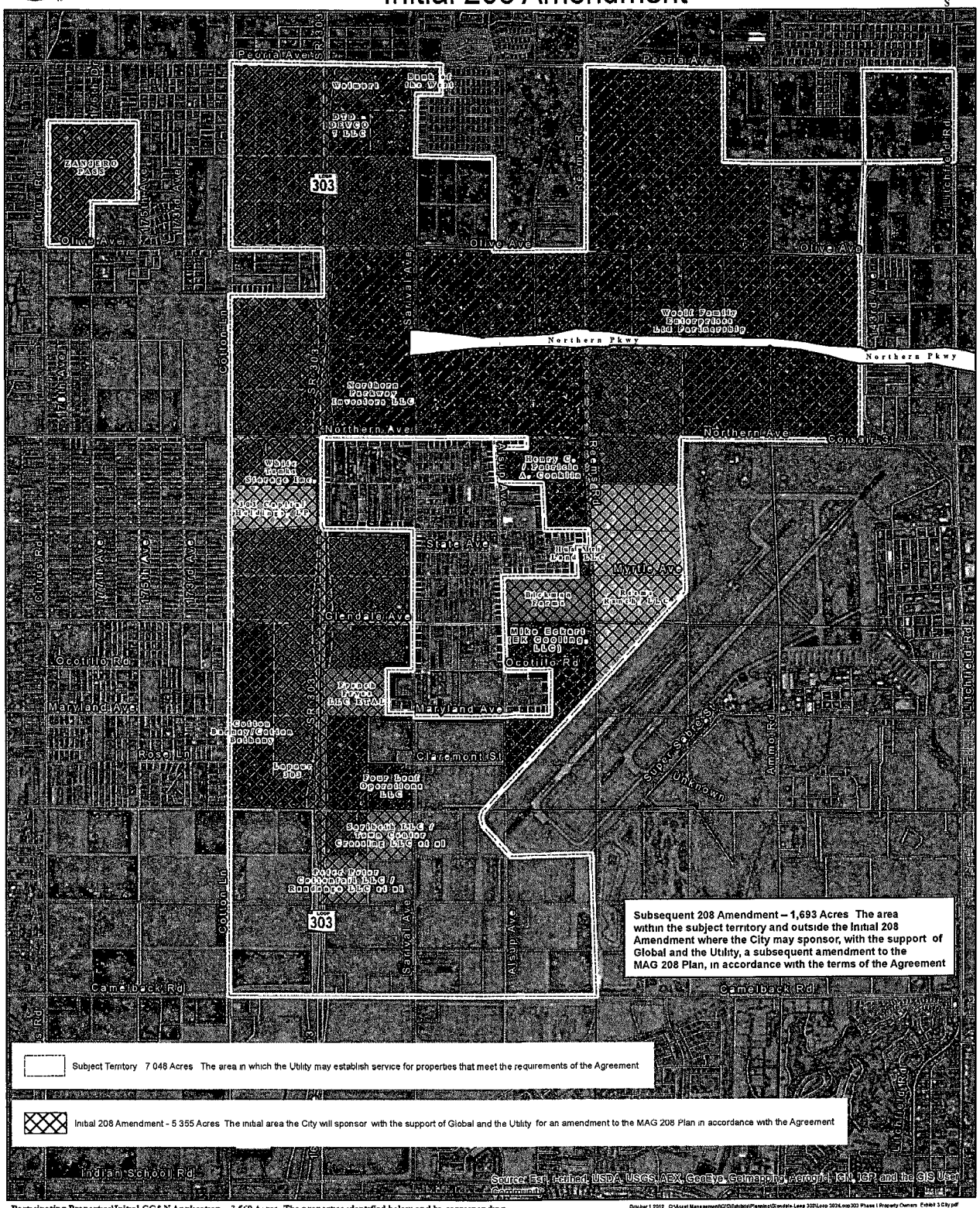
Exhibit 3
Initial 208 Amendment



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- Reems Ranch LLC (249 ac)
- Sanbeth LLC / Town Center Crossing LLC et al (40 ac)
- Walmart (21 ac)
- White Tanks Storage Inc (32 ac)
- Woolf Family Enterprises Ltd Partnership (1 818 ac)
- ZANJERO PASS (188 ac)

*Parcel Size (in acres)

October 1 2012 G:\Asset Management\GIS\Exhibits\Planning\Glendale-Loop 303\Loop 303\Loop303 Phase I Property Owners Exhibit 3 City.pdf

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EXHIBIT D

Zoning and Other Land Use Entitlements of Owners' Properties

	PROPERTY OWNER	ZONING	OTHER ENTITLEMENTS
1.	Conklin	RU-43	CPA 200922 CPA 200903
2	Reems Ranch	RU-43	CPA 200922 CPA 200903 DMP 1988-7
3.	Northern Parkway Investors	RU-43, PAD	
4.	Hua Mei Development	RU-43	SUP for Industrial/ Warehouse/Business Park
5.	Cotton Barney	RU-43	
6.	Cotton Bethany	RU-43	
7.	303 Cotton	RU-43	
8	DTD Devco 7	PAD	
9	White Tank Storage	IND-1, C-2	POD for Billboards
10.	Maricopa County Municipal Water Conservation District	R-6	Preliminary Plat, Final Plat
13.	303 Capital Holdings	IND-1	POD for Billboards
14.	Wal-Mart	PAD	
15.	Woolf Family	RU-43, AD-1, AD-2	CPA 200922 CPA 200903 DMP 1988-4 DMP 1988-7 DMP 1988-7 Z 78-139 TU 2007-026
16.	Bickman Farms	RU-43	CPA 200922 CPA 200903
17.	French Frye	RU-43 w/ MCP overlay	POD for Billboards
18.	Saribeth	RU-43 w/ MCP overlay	
19.	Peter Peter Cottontail	RU-43 w/ MCP overlay	POD for Billboards
20.	Four Leaf Operations	RU-43 w/ MCP overlay	POD for Billboards
21.	LaPour 303	RU-43	
22.	Bank of the West	C-1	