

WHEN RECORDED RETURN TO:

Gust Rosenfeld P.L.C.
Attn: Zachary D. Sakas
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004-2553

**EASTMARK COMMUNITY FACILITIES DISTRICT NO. 1
(CITY OF MESA, ARIZONA)
WAIVER AND DEVELOPMENT AGREEMENT PERTAINING TO A
TO BE FORMED ASSESSMENT DISTRICT**

This Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to a To Be Formed Assessment District, dated as of April 27, 2017 (this "*Agreement*"), by and among the Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) (the "*District*"), the undersigned owner of certain land within the District (the "*Landowner*") and DMB Mesa Proving Grounds, LLC, a Delaware limited liability company (the "*Developer*") and, if applicable, other owners executing this Agreement prior to formation of such Future Assessment District (as defined herein).

WHEREAS, the City of Mesa, Arizona, an Arizona municipal corporation (the "*City*") and the Developer are parties to that certain Pre-Annexation Development Agreement recorded November 13, 2008 as Instrument No. 2008-974928 in the Official Records of Maricopa County, as amended by that certain First Amendment to Pre-Annexation Development Agreement, recorded May 31, 2011 as Instrument No. 2011-0456472 and rerecorded June 16, 2011 as Instrument No. 2011-0504366 in the Official Records of Maricopa County, as further amended by that certain Second Amendment to Pre-Annexation Development Agreement recorded November 21, 2013 as Instrument No. 2013-1005620 in the Official Records of Maricopa County, and as further amended by that certain Third Amendment to Pre-Annexation and Development Agreement recorded December 21, 2016 as Instrument No. 2016-0940133 in the Official Records of Maricopa County, as the same may be further amended from time to time (collectively, the "*Development Agreement*") in connection with the planned community development project on the land subject thereto known as "Eastmark" (the "*Project*"); and

WHEREAS, pursuant to the Development, Financing Participation Waiver and Intergovernmental Agreement No. 1 for Eastmark Community Facilities District No. 1, dated as of April 26, 2012 and recorded May 11, 2012 at Instrument No. 2012-0401237 in the Official Records of Maricopa County, as thereafter amended by that certain First Amendment to Development, Financing Participation and Intergovernmental Agreement for Eastmark Community Facilities District No. 1 (City of Mesa, Arizona), dated October 19, 2015 and recorded on October 28, 2015 at Instrument No. 2015-0774986 in the Official Records of Maricopa County (collectively, the "*District Agreement*"), the Developer intends to request the

District to form an assessment district (the "*Future Assessment District*") that includes the property legally described on Exhibit A-1 attached hereto and will include such property and certain additional property depicted as Special Assessment Area 7 shown on Exhibit A-2 attached hereto (the "*Property*") for the purpose of providing certain public infrastructure purposes (as defined in Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "*Act*")) such public infrastructure purposes to be located on or off the Property; and

WHEREAS, the Developer, the Landowner and (if applicable) other owners executing this Agreement, and all persons hereafter taking an interest in the Property, or any portion thereof, shall be bound by the terms, waivers and agreements set forth in this Agreement and bound by the Assessments (as defined herein) recorded against the Property; and

WHEREAS, subject to the terms of the District Agreement, the proposed public infrastructure purposes to be provided by the Future Assessment District shall consist of:

A. Acquisition, installation and/or construction of all or a portion of the public infrastructure (as such term is defined in the Act) described on Exhibit B attached hereto and all incidental improvements related thereto;

B. All engineering, legal, financial and incidental costs and expenses incurred in completing the acquisition, installation and construction of the public infrastructure (as such term is defined in the Act) described in paragraph A above and the costs and expenses incurred in connection with the levy of the Assessments and the issuance and sale of the Future Assessment District bonds;

C. Capitalized interest on such Future Assessment District bonds, if any, for a period not to exceed the aggregate time for completion of all construction of and acquisition of the public infrastructure described herein, plus six months thereafter; and

D. A debt service reserve fund created for such Future Assessment District bonds.

Collectively, the public infrastructure purposes, described in paragraphs A through D above and the costs and expenses thereof shall hereinafter be referred to as the "*Work*".

WHEREAS, persons having or hereafter acquiring only a lienholder's interest or other security interest in the Property ("*Lienholder*" or "*Lienholders*", as applicable) consent to these terms and provisions of the District Agreement and this Agreement and acknowledge the recording thereof and the levying of the Assessments against the Property; and

NOW, THEREFORE, the District, the Developer, the Landowner and all future owners or holders of any interest in any portion of the Property, hereby agree as follows:

1. **Development Agreement and Agreement Allocating Assessments.** This Agreement is a "development agreement" within the meaning of Arizona Revised Statutes § 9-500.05 ("A.R.S.") and the written agreement allocating the Assessments is authorized pursuant to A.R.S. § 48-721, as amended.

2. **Reliance on Agreement.** This Agreement does not create a binding commitment on the part of the District to actually form the Future Assessment District, or, if formed, of the District or the Future Assessment District to sell or deliver such Future Assessment District bonds or construct, install or acquire any or all of the Work, or if it does construct, install or acquire any of the Work, to construct, install or acquire it pursuant to any existing proposals. However, the District, the Developer, the Landowner and, if formed, the Future Assessment District, in going forward with the Work, are doing so in reliance upon this Agreement to have all or the applicable portion of the Property included within the to-be-formed Future Assessment District and assessed for the costs thereof.

3. **Review and Approval of the Boundaries and Scope of Work; Acknowledgement of Assessment.**

i. The Landowner, as the sole owner of all the Property, has reviewed or has had the opportunity and right to review the boundaries of the Future Assessment District, the preliminary plans and specifications detailing the Work and the current estimate of the costs of the Work (the "*Cost Estimate*"). The undersigned Landowner agrees the costs of the Work shall be spread among the parcels comprising the Property within the proposed Future Assessment District utilizing a methodology determined by the District Engineer (the "*Engineer*") based on the expected benefit to the residential lots to be developed on the Property, provided, notwithstanding the Engineer's estimate of the costs of Work (the "*Engineer's Estimate*"), such Assessment amount shall be allocated and levied to each developable parcel (residential lot) within the Future Assessment District in an amount not to exceed \$3,500 per parcel (residential lot).

ii. The Developer and the undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, expressly consent to the following: (a) the District may take all required actions as necessary to form the Future Assessment District in accordance with the provisions of the District Agreement and the Act; (b) the District and, if formed, the Future Assessment District, may incur costs and expenses necessary to complete or acquire the Work.

iii. Furthermore, the Developer and the undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, acknowledge that the District or, if formed, the Future Assessment District, shall levy and collect an assessment on the Property sufficient to pay all costs and expenses of the Work (including Work benefitting the Property in the proposed Future Assessment District, which Work may be constructed, installed or performed prior to or after the execution hereof) and the costs of levying the assessment and the issuance of the Future Assessment District bonds, but not in excess of the Engineer's Estimate prepared in accordance with the applicable requirements of the District and the Act (the "*Assessments*").

4. **No Protest, Objection or Request for Hearings.** The Developer and the undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, agree to allow the formation of the proposed Future Assessment District and acknowledge that the Future Assessment District, if formed, shall take all steps necessary to levy, confirm and record Assessments against the Property and to issue such Future Assessment

District bonds supported by the Assessments. The undersigned Landowner, and all future owners of any portion of the Property, acknowledge and agree, to the fullest extent permitted by applicable law, that pursuant to A.R.S. § 9-500.05, the provisions of A.R.S. § 32-2181 do not apply and that pursuant to this Agreement the parties waive their right to appear before the Board of Directors of the District (the "*District Board*") on any hearing required at or prior to the confirmation of the Assessments and waive their right to: (a) protest and object to the extent of the Future Assessment District pursuant to A.R.S. §§ 48-579 and 48-580; (b) protest the award of contract pursuant to A.R.S. § 48-584; and (c) object to the Assessments on procedural grounds, or as to the legality of the Assessments, pursuant to A.R.S. § 48-590.

5. **Waiver of Procedural Deficiencies and Irregularities.** The Developer and the undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, with full knowledge of the provisions of Title 48, Chapter 4, Articles 2 and 6, of the Arizona Revised Statutes and their rights thereunder (or having obtained counsel to advise them of the provisions and their rights), expressly waive any and all irregularities, illegalities or deficiencies which may now or hereafter exist in the acts or proceedings resulting in the formation of the District, the formation of the Future Assessment District, the adoption of a resolution of intention and a resolution ordering the Work, the levying of the Assessments against the Property and the issuance of Future Assessment District bonds secured by the Assessments levied against the Property.

6. **Waiver.** The Developer and the undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, with full knowledge of the provisions and their rights under the provisions of law hereafter referenced, expressly waive the following:

i. any defect in the proceedings establishing the District, as required by A.R.S. § 48-702 through § 48-708, inclusive, and agree that, to the extent of any defect, this Agreement shall constitute the petitions required by law to form and establish the District without conducting an election;

ii. the providing of any and all notices and response time periods related to such notices provided by A.R.S. § 48-576 *et seq.*, as amended, including but not limited to the following:

a. mailing, posting and publication, as applicable, of any notice required in connection with: (A) the adoption of the resolution of intention, (B) the notice of proposed improvements, (C) the adoption of the resolution ordering the Work, (D) notice of passage of the resolution ordering the Work, (E) notice of award of contract and (F) any other steps necessary in connection with the Future Assessment District or the Work; and

b. any and all notices pertaining to the levying of the Assessments, including notice of any hearing on the Assessments;

iii. any and all objections and protests to the extent of the Future Assessment District;

iv. any and all objections to the adoption and approval by the District or the Future Assessment District of the plans and specifications, the Engineer's Estimate of the costs of the Work and the assessment diagram, all of which provide for and effectuate the completion of the Work;

v. any and all protest rights against the Work and objections to the awarding of one or more acquisition or construction contracts for the Work;

vi. any and all claims or defenses, known or unknown, they may now or subsequently have against the Assessments or the Future Assessment District bonds; and

vii. all demands for cash payment of the Assessments.

Nothing contained in this Agreement shall be construed as a waiver by any party to this Agreement of any notice required by A.R.S. §§ 48-600 or 48-601 of delinquent assessment installments.

7. **Work as More Than Local and Ordinary Benefit.** The Developer and the undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, agree that the Work is of more than local or ordinary public benefit and that the Work constitutes a public infrastructure purpose and that the Property which is subject to the Assessments receives the primary benefit from the Work in an amount not less than the Engineer's Estimate of the costs thereof, and not less than the portion of the Assessment levied against each parcel or lot comprising the Property.

8. **Public Bidding.** The public bidding requirements set forth in A.R.S. §§ 48-581 and 48-584 have been or will be complied with by the Developer or the Landowner, as applicable, on behalf of the District with respect to each contract comprising the Work.

9. **Acquisition of the Work.** The District or the Future Assessment District may immediately, upon issuance of any Future Assessment District bonds, acquire all or part of the Work.

10. **Landowner Acknowledgement of Assessment.** The undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, acknowledge the District shall levy Assessments in an amount not greater than the Engineer's Estimate against all developable parcels located within the boundaries of the Future Assessment District, as provided in Section 3.i, not in excess of \$3,500 per developable parcel (residential lot); and that such Assessments shall be collected and foreclosed in accordance with A.R.S. § 48-601 *et seq.*, as amended and in accordance with any other documents executed and delivered in connection with the delivery of the Future Assessment District bonds.

11. **Recording and Validity of Assessments.** The undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, acknowledge the District shall record the Assessments against the Property and acknowledge such recording of the Assessments shall constitute valid and enforceable first liens against the respective

parcels comprising the Property as shown and the amounts set forth in the Assessments, subject only to the lien for ad valorem taxes.

12. **Assessments to go to Bond.** Except as the undersigned Landowner, or any future owner or holder of any interest in any portion of the Property, otherwise notifies the Future Assessment District in writing prior to the recording of the Assessments of their intent to pay all or part of their Assessment in cash, Assessments will not be paid in cash. With respect to Assessments not paid in cash, the undersigned Landowner requests, and all future owners or holders of any interest in any portion of the Property agree, that a certified list of unpaid Assessments be filed as soon as possible after the recording of the Assessments and that Future Assessment District bonds amortizing the payment of the Assessments over not less than fifteen (15) years be issued and sold as soon as possible.

13. **No Reduction of Landowner Obligation.** The inability of the District or the Future Assessment District to assess all or any portion of the costs of the Work shall not reduce the obligation of the Landowner, and all future owners or holders of any interest in any portion of the Property, so long as the Landowner or future owner or holder of any interest in any portion of the Property owns all or part of any parcel comprising the Property, to pay the costs of the Work.

14. **Waiver of Collateral Document Provisions.** The undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, expressly waive any and all provisions of any collateral security instruments relating to the Property which prohibits the formation of the Future Assessment District, completion of the Work and levying and recording of the Assessments against the Property.

15. **Dedication of Property Needed to Perform the Work.** The undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, consent to the dedication, without cost, of the rights-of-way and easements and other property, as required pursuant to the Map of Dedication and those certain final approved infrastructure improvement plans for the Work, described on Exhibit C attached hereto. The undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, agree to cooperate in effectuating any required dedication, including execution of any required document.

16. **Indemnification Under Securities Act.** The Developer hereby agrees to indemnify and hold the District and the City and each director, council member, officer, agent, legal counsel, independent contractor or employee thereof and each person, if any, who controls the District and the City, its officers, employees and agents, within the meaning of the Securities Act of 1933, as amended (the "*Securities Act*") (collectively the "*Indemnified Persons*") harmless for, from and against any and all losses, claims, damages or liabilities, including reasonable attorney's fees arising from any challenge to the formation, activities or administration of the District, or any losses, claims, damages or liabilities, including reasonable attorney's fees related to which any of the Indemnified Persons may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities, including attorney's fees (or actions in respect thereof) arise out of or are based upon any untrue statement or any alleged untrue statement or material fact set forth in any

official statement applicable to the Future Assessment District bonds or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect. This Section 16 shall survive the termination hereof.

17. **General Indemnification of District and Directors.** The Developer and the Landowner hereby agree to indemnify the District and each director, officer, agent, legal counsel, employee, independent contractor, and the City, its officers, employees, agents, independent contractors and council members (collectively, the "*Indemnified Parties*") and shall hold the Indemnified Parties harmless from, for and against any and all losses, damages, liabilities, claims and reasonable costs incurred, including but not limited to reasonable attorneys' fees and other administrative or out of pocket costs actually and directly incurred by the Indemnified Parties in connection with or as the result of acts of the District or the District Board which are (i) within the scope of the District or District Board's authority under the Securities Act, or (ii) undertaken by the District or District Board in a properly advertised public meeting. This Section 17 shall survive the termination hereof.

18. **Disclosure Document.** The undersigned Landowner, and all future owners or holders of any interest in any portion of the Property, hereby agree that any potential purchaser of any real property subject hereto, including each potential purchaser of a residential lot within the District shall receive a concise disclosure document that discloses the existence, the estimated payment amount and the payment terms of any portion of the Assessment applicable to the real property to be purchased. Each potential purchaser shall acknowledge in writing that the purchaser received and understood the concise disclosure document and has agreed to the terms, waivers and agreements contained in this Agreement. The District agrees to maintain records of the written acknowledgments. The provisions of this Agreement shall not apply to the sale, transfer or other conveyance of any real property which is not subject to the Assessment.

19. **Encumbrance of the Property.** The provisions, terms and restrictions of this Agreement shall run with and bind the Property as equitable servitudes and also as covenants running with the land. Without limitation of the foregoing, in the event of any sale, transfer or other conveyance by the undersigned Landowner, and all future owners or holders of any interest in any portion thereof, the Property or such portion thereof shall continue to be bound by all of the terms, conditions and provisions hereof. Prior to the completion of the Work, the levy of the Assessments pertaining to the Work and the issuance of Future Assessment District bonds secured by the Assessments, any purchaser, transferee or other subsequent owner shall execute and deliver to the District Exhibit D attached hereto, and shall take such property subject to all of the terms, conditions and provisions hereof and any purchaser, transferee or other subsequent owner shall take such property entitled to all of the rights, benefits and protections afforded the predecessor in interest thereof by the terms hereof.

20. **Recording.** This Agreement may be recorded in the office of the County Recorder of Maricopa County, Arizona.

21. **Continuing Disclosure.** So long as the undersigned Landowner, or any future owner or holder of any interest in any portion of the Property, is liable for 20% or more of the debt service on any Future Assessment District bonds, the undersigned Landowner, or any future owner of any portion of the Property, solely with respect to its assessed property, will provide any and all information needed, as may be reasonably requested by the District, or required to comply with the information reporting requirements contemplated by Rule 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended.

22. **Successors and Assigns.** This Agreement, when executed by each such party, shall inure to the benefit of and (except as otherwise expressly provided herein) be binding upon the Developer and the undersigned Landowner, and their respective future grantees, successors and assigns, and any future owner or holder of any interest in any portion of the Property. There shall be no third party beneficiaries of this Agreement, except that solely for the purposes of receiving the benefits of the provisions of Sections 16 and 17 of this Agreement, the Developer and the undersigned Landowner hereby agree that the City shall be a third party beneficiary of the terms and provisions of Sections 16 and 17 of this Agreement.

23. **Authority.** The Developer and the undersigned Landowner each warrant that it has the requisite authority to enter into this Agreement and bind the Property and, to the best of its knowledge, no other consents are required.

24. **Further Assurances.** Without limitation of the foregoing, the Developer and the undersigned Landowner, and all future owners and holders of any interest in any portion of the Property, shall execute and deliver to the Developer and the District, upon request but at no third-party cost, all further assurances and waivers as may be required by the District and the Act to give full effect to the provisions of this Agreement, each of which further assurances and waivers by this reference shall, upon such execution, delivery and recording, be deemed incorporated herein and have the same priority as this Agreement.

25. **Counterparts.** For convenience, this Agreement may be executed in one or more counterparts and each executed counterpart and all executed Exhibit D's shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument. This Agreement will constitute the entire agreement between the parties, and supersedes all previous written or oral agreements or understandings regarding the subject matter of this Agreement.

26. **Waiver of Claims by Developer.**

i. Except as to certain payments or reimbursements applied for by the Developer pursuant to the District Agreement, the Developer knowingly and voluntarily forever releases and discharges the District and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts and damages occurring and existing prior to the date of this Agreement whether known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Developer has against the District in connection

with the Project arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement.

ii. Except as to matters which are subject to the express terms of the Development Agreement and any other written agreement to which the City and the Developer are parties as of the date of this Agreement, the Developer knowingly and voluntarily forever releases and discharges the City and all of their past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts and damages occurring prior to the date of this Agreement whether known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Developer has against the City in connection with the Project arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement.

iii. None of the releases and discharges above are intended to, and do not negate or otherwise relieve the City of any executory contractual obligations under existing contracts or of any obligations under any applicable law, statute, or ordinance.

27. **Failure to Sell Bonds.** In the event the District fails or is otherwise unable to sell and/or deliver Future Assessment District bonds in an amount sufficient to allow the District to pay the amounts needed to pay the costs of the Work and upon written request of the owner or owners of the real property within the Future Assessment District, the District agrees to adopt proceedings that dissolve and terminate any Future Assessment District or the Assessments, established by the District, encumbering the Property.

28. **Future Landowner Consent.** The Landowner agrees that upon the sale of any portion of the Property, the Landowner will require the execution and delivery of Exhibit D by each purchaser, and upon request by the Future Assessment District, the undersigned Landowner will execute and deliver Exhibit D to the Future Assessment District.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have duly affixed their signatures,
all as of the day and year first written above.

EASTMARK COMMUNITY FACILITIES
DISTRICT NO. 1 (CITY OF MESA, ARIZONA),
an Arizona political subdivision and municipal
corporation

By: _____
District Chairman

ATTEST:

District Clerk

APPROVED AS TO FORM:

Zachary D. Sakas, Special District Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by John Giles, Chairman of the Eastmark Community Facilities District No. 1 (City of Mesa, Arizona), an Arizona political subdivision and municipal corporation.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

Signature Page to Waiver and Development Agreement:

DEVELOPER:

DMB MESA PROVING GROUNDS, LLC, a
Delaware limited liability company

By DMB Associates, Inc., an Arizona corporation
Project Manager

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the Executive Vice President of DMB Associates, Inc., an Arizona corporation and the Project Manager of DMB Mesa Proving Grounds, LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

Signature Page to Waiver and Development Agreement:

LANDOWNER:

AVH EM, LLC, an Arizona limited liability company

By: _____

Name: _____

Its: Authorized Signatory

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the Authorized Signatory of AVH EM, LLC, an Arizona limited liability company, for and on behalf thereof.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY (INITIAL PHASE)

LOTS 1 THROUGH 110, INCLUSIVE, ENCORE AT EASTMARK, PARCEL 9-6, ACCORDING TO
THE SUBDIVISION PLAT RECORDED IN BOOK 1315, PAGE 20, OFFICIAL RECORDS OF
MARICOPA COUNTY, ARIZONA

EXHIBIT A-2

DEPICTION OF FUTURE ASSESSMENT DISTRICT (SPECIAL ASSESSMENT AREA 7)

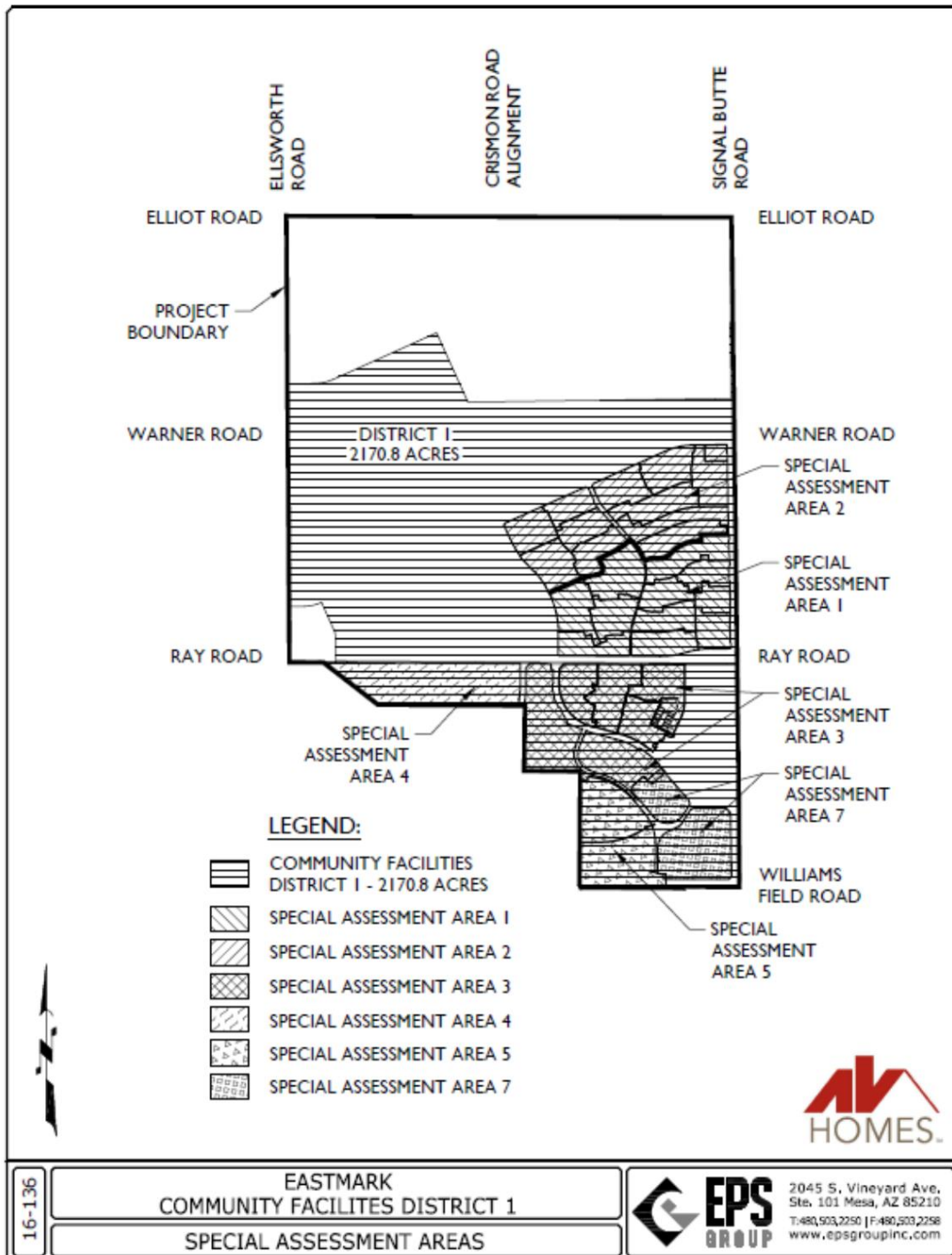


EXHIBIT B

PUBLIC INFRASTRUCTURE

Street Name	Improvements	Linear Feet	Estimated Completion Date
EASTMARK PARKWAY – PHASE 2	Construction of a new roadway within the District consisting of approximately 0.38 mile of half street improvements. These improvements include sewer, sewer manholes, water, water valves, fire hydrants, storm drain, storm drain manholes, concrete catch basins, storm drain bleed off lines, vertical concrete curb & gutter, concrete sidewalk, concrete ramps with truncated domes, paving striping, street lights, public signage, hardscape, landscaping & irrigation. The roadway consists of two paved driving lanes made up of 5 ½" of asphaltic concrete over 10" of aggregate base course, together with vertical curb for the raised/landscaped median. All improvements are shown on the approved plans dated October 28, 2015, by the City of Mesa, which may be amended from time to time to allow for additional property uses adjacent to Eastmark Parkway that are not yet known.	Approx. 2007 Linear Feet	August 2016

EXHIBIT C

MAP OF DEDICATION / IMPROVEMENT PLANS (CFD INFRASTRUCTURE)

Map of Dedication:

Map of Dedication, Eastmark Parkway – Phase 2, EPS Group, recorded on October 22, 2015, in Book 1247, Page 15, as Instrument No. 2015-0760891, of the Official Records of Maricopa County, Arizona.

Improvement Plans (CFD Infrastructure):

Improvement plans for Eastmark Parkway Phase 2, CFD Project No. S852, Approved by the City of Mesa on October 28, 2015.

EXHIBIT D

WHEN RECORDED RETURN TO:

Gust Rosenfeld P.L.C.
Attn: Zachary D. Sakas
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004-2553

**[PROPERTY OWNER / LIENHOLDER]
CONSENT, WAIVER AND AGREEMENT
[To be executed by Owners of property/lienholders within Future
Assessment District]**

Reference is made to that certain Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to a To Be Formed Assessment District, dated as of April 27, 2017, initially by and among the Developer and Landowner (as defined therein), and recorded as Instrument No. 2017-_____ in the Official Records of Maricopa County (the "Agreement"), in respect of the Property, to which this [Property Owner / Lienholder] Consent, Waiver and Agreement now attaches to and becomes part of the Agreement. All capitalized terms used and not otherwise defined in this [Property Owner / Lienholder] Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, as an [owner / lienholder] in respect of real property within the Future Assessment District, the initial phase of which is legally described on Exhibit 1 hereto and the planned scope of which is depicted as Special Assessment Area 7 on Exhibit 2 hereto, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in the Agreement, acknowledges that the Agreement shall run with and bind all the real property in which the undersigned holds an interest within the Future Assessment District, and acknowledges the recordation of the Agreement with respect to all such real property.

DATED: _____, 20__

[PROPERTY OWNER/LIENHOLDER]:

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____, an

(Seal and Expiration Date)

Notary Public in and for the State of _____

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY (INITIAL PHASE)

LOTS 1 THROUGH 110, INCLUSIVE, ENCORE AT EASTMARK, PARCEL 9-6, ACCORDING TO THE SUBDIVISION PLAT RECORDED IN BOOK 1315, PAGE 20, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA

EXHIBIT 2

DEPICTION OF FUTURE ASSESSMENT DISTRICT (SPECIAL ASSESSMENT AREA 7)

