

## **PURCHASE AND OPTION AGREEMENT**

**THIS PURCHASE AND OPTION AGREEMENT** (this "**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 ("**Effective Date**"), by and between City of Mesa, Arizona, an Arizona municipal corporation ("**Seller**") and Union Mesa Holdings, LLC, a Delaware limited liability company ("**Buyer**"). Each of Seller and Buyer is a "**Party**," and collectively they are the "**Parties**."

### **RECITALS**

A. The real property that is the subject of this Agreement, and to which Seller owns fee title, is located in Mesa, Arizona, as depicted in Exhibit A-1, and legally described in Exhibit A-2, (the "**Real Property**") containing approximately 23.6 acres.

B. Buyer desires to purchase the Property (as defined in Paragraph 3, below) from Seller and Seller is willing to sell the Property to Buyer as more particularly set forth in this Agreement.

C. Following its purchase of the Property, Buyer plans to develop the Real Property into a phased, Class-A mixed-use commercial development ("**Project**") as more fully described in the Development Agreement attached to this Agreement as Exhibit B (the "**Development Agreement**").

### **AGREEMENTS**

1. **Incorporation of Recitals:** All of the foregoing recitals are hereby incorporated as part of the Agreement between the Parties. All Exhibits to this Agreement are incorporated into this Agreement and made a part of this Agreement.

2. **Purchase and Sale:** Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller on the terms and conditions contained herein. This Agreement constitutes the binding agreement between the Parties for the sale and purchase of the Property, subject to the terms, conditions, and covenants set forth in this Agreement and the Development Agreement, and to the granting of all easements contemplated under Paragraph 9(b), below. Seller shall sell the Property to the Buyer subject to this Agreement, which shall bind and inure to the benefit of the Parties and their respective successors and assigns. Except to the extent set forth in the Development Agreement, this Agreement supersedes all other written or verbal agreements between the Parties concerning the purchase of the Property. No claim of waiver or modification concerning any provision of this Agreement shall be made against a Party unless based upon a written instrument signed by both Parties.

3. **The Property:** For purposes of this Agreement, the "**Property**" shall mean the Real Property, and shall include: (i) all improvements (if any) located on the Real Property ("**Improvements**"); and (ii) all rights, privileges, easements and appurtenances thereto, if any, whether or not of public record, used in connection with the Real Property.

4. **Structure of Sale:** Subject to the terms, conditions, and covenants of this Agreement and the Development Agreement, the Property shall be sold in up to four (4) separate transactions, as follows:

(a) Parcel A: Seller shall sell and Buyer shall purchase that portion of the Property depicted in Exhibit C-1 and legally described in Exhibit C-2 attached to this Agreement ("**Parcel A**"). Buyer may not close on the purchase of Parcel A until all of the following conditions precedent have been satisfied: (i) Buyer has provided evidence in a form, and with a lender or other source of financing, reasonably satisfactory to Seller, that it has obtained a commitment for construction financing to begin construction of the improvements described as the Minimum Improvements for Parcel A in the Development Agreement (the "**Phase 1 Improvements**"); (ii) Buyer has completed and paid for applications for all permits necessary to commence construction of the Phase 1 Improvements; (iii) Buyer and Seller have executed the Development Agreement and at Closing Buyer causes it to be recorded against Parcel A; and (iv) Buyer causes all easements set forth in Section 9(b), below to be recorded against Parcel A.

1) Parcel A Purchase Price: The purchase price for Parcel A (the "**Parcel A Purchase Price**") is Three Million Nine Hundred Forty Thousand Nine Hundred Sixty and 32/100 Dollars (\$3,940,960.32), which has been determined pursuant to Paragraph 6 of this Agreement. The Parties hereto acknowledge that the Parcel A Purchase Price is based upon \$10.52 per net square foot of land area and that, if the final land area within Parcel A varies from 374,616 net square feet, the Parcel A Purchase Price shall be similarly adjusted to equal the product of (a) \$10.52 and (b) the total net square footage within Parcel A.

(b) Option Parcels: Seller shall sell and Buyer shall purchase, all in accordance with the further terms, conditions, and covenants of this Agreement, the remainder of the Property (i) depicted in Exhibit D-1 and legally described in Exhibit D-2 ("**Option Parcel B**"); (ii) depicted in Exhibit E-1 and legally described in Exhibit E-2 ("**Option Parcel C**"); and (iv) depicted in Exhibit F-1 and legally described in Exhibit F-2 ("**Option Parcel D**") during the Term (as defined, below) and pursuant to the terms of the Option more particularly described in Paragraph 5, below. Option Parcel B, Option Parcel C, and Option Parcel D may be referred to collectively as the "**Option Parcels**." Each of Parcel A and the Option Parcels may be referred to generally as a "**Parcel**." The purchase price of the Option Parcels shall be determined individually, and in accordance with Paragraph 6, below.

5. **Option to Purchase Option Parcels:** Provided that Buyer has purchased Parcel A in accordance with the terms of this Agreement, and upon the payment by Buyer directly to Seller of an option payment in the amount of One Hundred Thousand Dollars (\$100,000.00) (the "**Option Payment**") made to Seller at the Parcel A Closing, Seller hereby grants Buyer an exclusive right and option ("**Option**") to purchase the Option Parcels subject to the further terms, covenants, and provisions of this Paragraph 5. The Option Payment is not refundable to Buyer for any reason except the default of Seller, but will be credited against the purchase price for Option Parcel B if Buyer timely exercises the Option for the purchase of Option Parcel B and purchases Option Parcel B in accordance with the terms of this Agreement. If Buyer desires to continue to have the right and option to purchase the remainder of the Option Parcels, then concurrently with the closing of Buyer's purchase of Option Parcel B, Buyer shall pay directly to Seller an additional Option Payment in an amount equal to \$100,000.00 which shall be non-refundable to Buyer for any reason

except the default by Seller, but will be credited against the purchase price for Option Parcel C if Buyer timely exercises the Option for the purchase of Option Parcel C and purchases Option Parcel C in accordance with the terms of this Agreement. If Buyer desires to continue to have the right and option to purchase the remainder of the Option Parcels, then concurrent with the closing of Buyer's purchase of Option Parcel C, Buyer shall pay directly to Seller an additional Option Payment in an amount equal to \$100,000.00, which Option Payment shall be non-refundable to Buyer for any reason except the default of Seller, but will be credited against the purchase price for Option Parcel D if Buyer timely exercises the Option for the purchase of Option Parcel D and purchases Option Parcel D in accordance with the terms of this Agreement. If, upon the Closing of any Option Parcel, Buyer does not pay to Seller an Option Payment in the amount of \$100,000.00 to continue the Option, then this Option shall automatically terminate and be of no further force or effect. Seller and Buyer hereby acknowledge and agree that, as additional consideration to Seller for Seller's granting of the Option to Buyer, Buyer has agreed to assume and undertake the responsibility and cost of any required relocation of the Verizon Wireless cell tower and the City of Phoenix Sky Harbor Airport sound monitor which are currently located within the Real Property as part of the Relocations described in the Development Agreement.

(a) **Option Terms:** The term of the Option ("**Term**") shall be ninety-six (96) months from the Effective Date of this Agreement (subject to extension as hereinafter set forth); provided, that each Option Parcel shall be subject to individual terms as hereinafter set forth (each, as applicable, an "**Option Parcel Term**"); provided, further, however, that the Buyer shall have the right to elect to extend each Option Parcel Term for a period of up to twelve (12) months by providing written notice to the City Manager of Seller of its election to so extend the Option Parcel Term with respect to such Option Parcel, which notice shall include evidence reasonably satisfactory to the City Manager that Buyer has been actively marketing the Option Parcel for lease to prospective tenants and is otherwise pursuing the acquisition and development of such Option Parcel (for example, Buyer's publication of bi-weekly e-mail blasts to commercial real estate leasing brokers in the Phoenix Metropolitan Area or similar marketing activities). The failure of Buyer to close on any Option Parcel prior to the end of its respective Option Parcel Term, as may be extended, shall be an event of default for purposes of Paragraph 5(d), below.

1) The Option Parcel Term for Option Parcel B shall commence on the day of the Parcel A Closing and shall expire on that date that is the later to occur of (A) twenty-four (24) months after the date of the Parcel A Closing, or (B) forty-eight (48) months after the Effective Date of this Agreement, subject to Buyer's right to extend the Option Parcel Term with respect thereto as set forth above (as may be extended, the "**Option Parcel B Term**").

2) The Option Parcel Term for Option Parcel C shall commence on the day of the Option Parcel B Closing and shall expire on that date that is twenty-four (24) months following the Option Parcel B Closing, subject to Buyer's right to extend the Option Parcel Term with respect thereto as set forth above (as may be extended, the "**Option Parcel C Term**").

3) The Option Parcel Term for Option Parcel D shall commence on the day of the Option Parcel C Closing and shall expire on that date that is twenty-four (24) months following the Option Parcel C Closing, subject to Buyer's right to extend the Option Parcel Term with respect thereto as set forth above (as may be extended, the "**Option Parcel D Term**").

(b) **Prerequisites to Exercise of Option:** In addition to the conditions set forth below and elsewhere in this Agreement, for each individual Option Parcel, Buyer must satisfy the following prerequisites prior to exercising the Option for that particular Option Parcel:

1) **Option Parcel B Prerequisites:** Buyer may not exercise the Option to purchase Option Parcel B unless it: (i) has purchased Parcel A; (ii) has Commenced (as defined in the Development Agreement) vertical construction of the Minimum Improvements on Parcel A (as described in the Development Agreement); (iii) has Completed Construction (as defined in the Development Agreement) of all Relocated Utilities and Facilities associated with Phase 1 as required by the Development Agreement and any subsequent amendments thereto; (iv) is not otherwise in Default (as defined in the Development Agreement) of any term or condition of the Development Agreement or, if Buyer is then in Default, must cure such Default as a condition of the Closing of its purchase of Option Parcel B; (v) has executed (with Seller) an amendment to the Development Agreement (as approved by Seller) acknowledging the inclusion of Option Parcel B within the terms of the Development Agreement (the "**Parcel B Amendment**") and, at the Parcel B Closing, records the Parcel B Amendment against Option Parcel B prior to the recordation of any deed of trust or mortgage liens against Option Parcel B; and (vi) causes all easements and/or other instruments, as applicable, described in Section 9(b) below to be recorded against Parcel B.

2) **Option Parcel C Prerequisites:** Buyer may not exercise the Option to purchase Option Parcel C unless it: (i) has purchased Option Parcel B; (ii) has Completed Construction (as defined in the Development Agreement and any subsequent amendment thereto) of the Minimum Improvements on Parcel A; (iii) has Commenced (as defined in the Development Agreement) vertical construction of the Minimum Improvements on Parcel B as described in the Development Agreement and any subsequent amendments thereto; (iv) is not otherwise in Default (as defined in the Development Agreement) of any term or condition of the Development Agreement or, if Buyer is then in Default, must cure such Default as a condition of the Closing of its purchase of Option Parcel C; (v) has executed (with Seller) an amendment to the Development Agreement (as approved by Seller) acknowledging the inclusion of Option Parcel C within the terms of the Development Agreement (the "**Parcel C Amendment**") and, at the Parcel C Closing records the Parcel C Amendment against Option Parcel C prior to the recordation of any deed of trust or mortgage liens against Option Parcel C; and (vi) causes all easements and/or other instruments, as applicable, described in Section 9(b) below to be recorded against Parcel C.

3) **Option Parcel D Prerequisites:** Buyer may not exercise the Option to purchase Option Parcel D unless it: (i) has purchased Option Parcel C; (ii) has Completed Construction (as defined in the Development Agreement and any amendments thereto) of the Minimum Improvements on Parcel B; (iii) has Completed Construction (as defined in the Development Agreement) of all Relocated Utilities and Facilities associated with Phase 3 as described in the Development Agreement and any subsequent amendments thereto; (iv) has Commenced (as defined in the Development Agreement) vertical construction of the Minimum Improvements on Parcel C as described in the Development Agreement and any subsequent amendments thereto; (v) is not otherwise in Default (as defined in the Development Agreement) of any term or condition of the Development Agreement or, if Buyer is then in Default, must cure such Default as a condition of the Closing of its purchase of Option Parcel D; (vi) has executed (with Seller) an amendment to the Development Agreement (as approved by Seller) acknowledging the inclusion of Option Parcel D within the terms of the Development Agreement



(the "**Parcel D Amendment**") and, at the Parcel D Closing records the Parcel D Amendment against Option Parcel D prior to the recordation of any deed of trust or mortgage liens against Option Parcel D; and (vii) causes all easements and/or other instruments, as applicable, described in Section 9(b) below to be recorded against Parcel D.

(c) **Modification of Option Takedown.** The City Manager of Seller, in his or her sole discretion and based upon market demand, is authorized to enter into amendments to this Agreement that change the order in which Buyer may purchase Parcels. Any such amendment may include revisions to the Option Terms, Prerequisites to Exercise of Options, actions to be taken at Closings, and any other provision necessary to further the intent of this Agreement.

(d) **Notice of Election:** Buyer may exercise its Option to purchase any of the Option Parcels only by delivering written notice to Seller and Escrow Agent (hereinafter described) (an "**Election Notice**"), which Election Notice must be delivered by Buyer to Seller and Escrow Agent no later than (i) thirty (30) days prior to the expiration of the applicable Option Parcel Term, as may be extended, or (ii) the termination of this Agreement, whichever occurs first. The Election Notice shall set forth the description of the Option Parcel to which the Election Notice is intended to apply, the date on which Closing (as defined in this Agreement) is to occur (which shall in no event occur later than the expiration of the applicable Option Parcel Term, as may be extended), and a certification that each of the applicable prerequisites for the exercise of the Option on that Option Parcel have either been satisfied (which prerequisites are subject in all instances to the reasonable confirmation by Seller), or (solely with respect to the recording of the applicable Parcel B Amendment, Parcel C Amendment or Parcel D Amendment) will be satisfied at each applicable Closing.

(e) **Termination of Option:** The Seller shall have the immediate right to terminate this Option by written notice to Buyer in the event of any uncured event of default by Buyer of either this Agreement or any Default (as defined in the Development Agreement) by Buyer (or its successors and assigns) as the developer named in the Development Agreement. Additionally, anything in this Agreement to the contrary notwithstanding, if Buyer delivers an Election Notice and then fails timely to complete the purchase associated with such Election Notice, the Seller shall have the right to terminate this Option immediately upon written notice to Buyer, whereupon this Agreement shall be of no further force and effect except for rights or obligations of indemnity that survive the termination of this Agreement. If Seller defaults with respect to its obligation to sell any Option Parcels to Buyer pursuant to this Option, Buyer shall have the right to elect to either (i) terminate this Agreement and receive a refund of any Option Payment then being held by Seller, or (ii) pursue specific performance of Seller's obligations under this Agreement.

6. **Purchase Price:** The purchase price to be paid with respect to Parcel A and any Option Parcel shall be determined on a net square foot basis calculated by multiplying the net square footage of the Parcel as indicated on the Survey therefor by the per-square-foot value of the Real Property as determined by the appraisal of the Real Property prepared by J. Douglas Estes, MAI, SR/WA dated April 11, 2018; File No. 18.0124A (the "**First City Appraisal**"). The Parties hereby acknowledge and agree that the appraisal shall apply for purposes of determining the applicable purchase price for any Parcel buyer closes on within one (1) year following the execution of this Agreement. On each of the annual anniversaries of the execution of this

Agreement, and on each annual anniversary thereafter, the appraised value shall be adjusted, and the Purchase Price will change correspondingly, pursuant to changes in the Consumer Price Index (All Cities - All Items) (1982-84 = 100) (the "Index") ("**Annual Adjustments**"). On the fifth (5<sup>th</sup>) anniversary of the execution of this Agreement, and every fifth (5<sup>th</sup>) anniversary thereafter, City shall obtain a new appraisal for the remaining Real Property ("**New City Appraisals**"), which the Parties shall use to adjust the baseline appraised value for future purchase prices. On each of the four annual anniversaries between New City Appraisals, the Parties will calculate an Annual Adjustment to the appraised value of the Real Property established by the most recent New City Appraisal. The Parties hereby agree that in preparing the New City Appraisals, the appraiser shall be instructed to determine the fair market value of each remaining Option Parcel or Real Property based upon the market value of each Option Parcel as unimproved and vacant property, provided further that the appraisal is not to take into account impact of private improvements on Parcel A or other Option Parcels that have private improvements, as applicable. Nevertheless, the New City Appraisals will take into account all public improvements, including public infrastructure to the appraised Option Parcels and all other factors affecting the value of each Option Parcel. For the purposes of applying the Index, the base index value (the "Base Index") shall be that which is in effect upon the expiration of the prior 12-month period. From and after each date of adjustment hereunder, the appraised value for all portions of the Real Property which have not yet been conveyed or leased to Developer shall be adjusted upward to reflect corresponding increases over or in relation to the Base Index; provided, however, that each annual adjustment to be made to the appraised value shall not be less than three percent (3%), nor more than five percent (5%), and there shall be no decreases. Upon satisfaction of the conditions precedent, the Buyer shall be entitled to the following reimbursements pursuant to the terms of this Agreement as hereinafter set forth:

(a) **Reimbursable Public Improvement Costs.** Pursuant to the terms and conditions of the Development Agreement, a portion of the proceeds of the Purchase Price payable to Seller in an amount equal to the RPIC Cap (as defined in the Development Agreement) shall be held back in escrow pursuant to the terms and conditions of an Escrow Holdback Agreement to be mutually agreed to by Seller and Buyer and executed by Seller, Buyer and Escrow Agent at the applicable Closing. Following the Closing, Buyer shall have the right to draw funds from the escrow holdback in connection with the payment of any Reimbursable Public Improvement Costs incurred by Buyer with respect to such Parcel.

(b) **Costs of Construction of City Exclusive Parking.** Pursuant to the terms and conditions of the Development Agreement, a portion of the proceeds of the Purchase Price of either Parcel C and/or Parcel D, as applicable, payable to Seller in an amount equal to the West Garage Cap (as defined in the Development Agreement) shall be held back for reimbursement of Buyer's costs to design, permit, and construct the City Exclusive Parking within the West Garage. Such funds shall be placed in Escrow pursuant to the terms and conditions of an Escrow Holdback Agreement to be mutually agreed to by Seller and Buyer and executed by Seller, Buyer and Escrow Agent at the applicable Closing. Following the applicable Closing, Buyer shall have the right to draw funds from the escrow holdback in connection with the payment of actual costs and expenses incurred by Buyer in designing, permitting, and constructing any City Exclusive Parking with respect to either Parcel C and/or Parcel D.

7. **Escrow and Closing Related Matters.**

(a) **Escrow Agent; Escrow Instructions.** Seller and Buyer agree that Security Title Agency will serve as "**Escrow Agent**" for this transaction. The standard form escrow instructions of Escrow Agent attached hereto as Exhibit G, together with any provisions of this Agreement applicable to Escrow Agent, together shall constitute the escrow instructions between Seller, Buyer and Escrow Agent. In the event of any conflict or inconsistency between the provisions of the standard form escrow instructions and this Agreement or any deed, instrument or document executed or delivered in connection with the transaction contemplated hereby, the provisions of this Agreement, or such deed, instrument or document, shall control. Escrow Agent may elect to designate the Escrow for Parcel A as the primary escrow, and the Escrow for the Option Parcels as sub-escrows.

(b) **Opening and Closing.**

(i) For purposes of this Agreement, the opening of an escrow (each, an "**Opening of Escrow**") shall be deemed to be: (1) for the purchase of Parcel A, the date on which two (2) copies of this Agreement, executed on behalf of Buyer and Seller, are delivered to and accepted by Escrow Agent, and Buyer has delivered an earnest money deposit (the "**Deposit**") in the amount of five percent (5%) of the Parcel A Purchase Price to be held by Escrow Agent and applied against the Parcel A Purchase Price at Closing; and (2) for the purchase of any Option Parcel, the date on which two (2) copies of an executed Election Notice are delivered to Seller and Escrow Agent and accepted by Escrow Agent.

(ii) The Close of the Escrow (herein, a "**Closing**" or "**Closing of Escrow**") opened with respect to any Parcel shall occur as hereinafter set forth. The Closing of the sale of Parcel A by Seller to Buyer shall occur on a date to be selected by Buyer in writing to Seller and Escrow Agent, which shall not be sooner than thirty (30) days following the Buyer's delivery of notice of the date of Closing nor later than twenty-four (24) months after the Effective Date of this Agreement (the "**Parcel A Closing**"). Closings of any Option Parcel shall occur on a date selected by Buyer in its Election Notice (specifically, the "**Option Parcel B Closing**," the "**Option Parcel C Closing**" or the "**Option Parcel D Closing**," as applicable); provided, however, that in no event shall the Option Parcel B Closing occur later than the expiration of the Option Parcel B Term, in no event shall the Option Parcel C Closing occur later than the expiration of the Option Parcel C Term, and in no event shall the Option Parcel D Closing occur later than the expiration of the Option Parcel D Term.

(iii) All Closings shall take place at 10:00 a.m. (Arizona time) in the office of Escrow Agent on the applicable Closing Date, or at such other time and location as the Parties may mutually agree.

(iv) The Closing of the purchase of any Parcel by Buyer pursuant to the terms of this Agreement shall be subject to and conditioned upon the Buyer's satisfaction of the applicable conditions precedent to such Closing as set forth in Section 4(a) above with respect to Parcel A and Section 5(b) above with respect to each Option Parcel.

(v) Notwithstanding anything in this Agreement to the contrary, in the event that the Parcel A Closing has not occurred within twenty-four (24) months after the Effective Date of this Agreement for any reason other than a default by Seller, then this Agreement and the Option will automatically (and without further act or notice required) terminate, and be of no further force and effect except for rights or obligations of indemnity that survive the termination of this Agreement.

(c) **Insured Closing Protection Letter.** At any Opening of Escrow, Escrow Agent shall deliver to each of Seller and Buyer, Security Title Agency's standard insured closing protection letter.

(d) **Settlement Statement.** Escrow Agent shall deliver a "pre-audit" settlement statement (the "**Settlement Statement**") to Seller and Buyer for review and approval no later than one week prior to each applicable Close of Escrow.

(e) **Action at the Closing by Seller.** At any Closing, Seller shall deliver or cause to be delivered to Escrow Agent (if not otherwise previously delivered) all of the following instruments dated as of the Closing, fully executed and, if appropriate, acknowledged, for prompt recordation, filing or delivery to Buyer:

(i) a fully executed and acknowledged Special Warranty Deed in the form attached hereto as Exhibit H, subject only to the Approved Title Exceptions (as defined in Paragraph 9(a)(i) below);

(ii) the Development Agreement or any applicable amendment to the Development Agreement;

(iii) if Buyer is entitled to seek reimbursement in connection with either Reimbursable Public Improvement Costs or costs and expenses of the construction of City Exclusive Parking, then Seller shall execute the applicable Escrow Holdback Agreement; and

(iv) such other instruments or documents as are reasonably necessary to fulfill the covenants and obligations to be performed by Seller pursuant to this Agreement.

(f) **Action at the Closing by Buyer.** At any Closing, Buyer shall deliver or cause to be delivered to Escrow Agent (if not otherwise previously delivered) all funds referred to in Paragraph 6 above necessary to pay the Purchase Price and as approved by Seller in the Settlement Statement, and all of the following, dated as of the Closing, fully executed by Buyer and, if appropriate, acknowledged, for prompt recordation, filing or delivery to Seller;

(i) executed easements or other instruments as further described in Paragraph 9(b) below;

(ii) the Development Agreement or any applicable amendment to the Development Agreement;

(iii) at the Closing of Parcel A, a parking easement in the form attached hereto for the Dedicated Stadium Parking (as defined in the Development Agreement), and at the

Closing of Parcel B, an amendment thereto expanding the applicability of the easement to Parcel B; provided, however, that if the Parties mutually agree, in lieu of recording a parking easement against Parcel A and Parcel B, the Parties shall execute and record against the entirety of the Real Property a declaration of covenants regarding parking (a "**Parking Declaration**") in form and substance mutually acceptable to Seller and Buyer pursuant to which, among other things, Buyer's obligations to provide Dedicated Stadium Parking to Seller as required pursuant to the terms and conditions of the Development Agreement shall be evidenced;

(iv) at the Closing of Parcel C, the Lease and a recordable Memorandum of Lease to be recorded against the West Garage Parcel (as defined in the Development Agreement); and

(v) if Buyer is entitled to seek reimbursement in connection with either Reimbursable Public Improvement Costs or costs and expenses of the construction of Exclusive City Parking, then Buyer shall execute the applicable Escrow Holdback Agreement; and

(vi) such other funds, instruments, or documents as are reasonably necessary to fulfill the covenants and obligations to be performed by Buyer pursuant to this Agreement.

(g) **Action at the Closing by Escrow Agent.** At each Closing, Escrow Agent will (and in the following sequence): (i) record the Deed in the Official Records of Maricopa County; (ii) record any easements and/or the Parking Declaration required by Paragraph 9(b); (iii) record the Development Agreement or any applicable amendment to the Development Agreement; (iv) disburse all funds in accordance with the Settlement Statement approved by Buyer and Seller; and (v) do such other items requested by Buyer and Seller, in writing, consistent with this Agreement.

(h) **Closing Costs.** The escrow fee payable to Escrow Agent in respect of the conveyance and transfer of Parcel A and the Option Parcels to Buyer shall be the sole responsibility of Buyer. Any well transfer fees shall be paid by Buyer. All other fees, recording costs, charges or expenses incidental to the sale, transfer and assignment of Parcel A and the Option Parcels to Buyer shall, except as otherwise herein expressly provided, be paid according to the custom of practice for similar real estate transactions in Phoenix, Arizona, as determined by Escrow Agent.

(i) **Proration and Payment of Taxes and Assessments.** Buyer acknowledges that the Property is not assessed for real property taxes and, accordingly, that there can be no proration of real property taxes. Buyer will be solely responsible for all real property (and similar) taxes and assessments charged against Parcel A and any applicable Option Parcel from and after the date of any applicable Closing.

9. **Feasibility; Contingencies.** The obligation of Buyer to purchase the Property from Seller, and of Seller to sell the Property to Buyer, is contingent upon the satisfaction of each of the following conditions (each a "**Contingency**" and, collectively, the "**Contingencies**") prior to Closing or within such other time period as specified.

(a) **Condition of Title.**

(i) **Title Report.** As soon as practicable following any Opening of Escrow, Seller will request that Escrow Agent prepare and deliver to Buyer a commitment for title insurance (the "**Title Report**") for each applicable Parcel, to include legible copies of all instruments of record referred to on Schedule B, Section II thereof and express the requirements of the title insurer for the issuance of an ALTA extended coverage title insurance policy in the amount of the Purchase Price that will insure Buyer's interest in the Parcel, subject only to the Approved Title Exceptions, the Development Agreement and any easements and/or the Parking Declaration required pursuant to Paragraph 9(b), below. If Buyer does not object to an exception to title as disclosed by the Title Report within the ten (10) days after receipt, the matter will be deemed to have been approved by Buyer. The matters shown in the Report and any Amended Report (other than standard printed exceptions and exclusions that will be included in the Title Policy) that are approved or deemed approved by Buyer in accordance with this Paragraph 9(a)(i), any other matters approved by Buyer in writing, and all matters arising from Buyer's actions, are referred to in this Agreement collectively as the "**Approved Title Exceptions**." Buyer agrees and acknowledges that Seller has no obligation to cure, remove, remediate or "endorse over" any title exception whatsoever. Notwithstanding the foregoing, the FUA (as defined in the Development Agreement) shall be deemed an Approved Title Exception as to all Parcels.

(ii) **Survey.** Buyer will obtain an ALTA Survey ("Survey"), and shall order it promptly following an Opening of Escrow for Parcel A. Upon receipt of the Survey, Buyer shall furnish copies to the Seller, Seller's counsel and the Escrow Agent. The Buyer and Seller shall cause the Escrow Agent to update the Title Report to reflect Escrow Agent's interpretation of the Survey.

(iii) **Amended Reports.** If Escrow Agent subsequently issues any amendment to the Title Report (an "**Amended Report**") disclosing any additional title matters or modifications to the previously disclosed title matters that are not Approved Title Exceptions, then Buyer shall be entitled to object to any such matter disclosed on the Amended Report by delivering written notice of such objection to Seller and Escrow Agent on or before ten (10) business days after Escrow Agent has delivered to Buyer the Amended Report together with copies of all recorded documents disclosed for the first time in the Amended Report. Buyer agrees that the Parcel B Amendment, Parcel C Amendment and Parcel D Amendment are Approved Title Exceptions to any Amended Report. If Buyer, in its sole and absolute discretion, fails to approve or disapprove the Amended Report by giving written notice of the satisfaction of this Contingency to Seller and Escrow Agent on or before tenth business day, then this Contingency shall be deemed automatically and without further act to have been satisfied, and Buyer will be deemed to have approved the Amended Report.

(iv) **Buyer's Objection; Seller's Cure.** If Buyer timely delivers notice of an objection specifying in reasonable detail its objection to any matter(s) contained in the Title Report or Amended Report, Seller may, but shall have no obligation whatsoever to, attempt to cure the matter(s) objected to by Buyer. If Seller elects to attempt to cure Buyer's objections, Seller shall notify Buyer of such election within ten (10) days following Seller's receipt of Buyer's objection. If Seller fails to so notify Buyer within such ten (10) day period, Seller shall be deemed to have elected not to attempt to cure Buyer's objections. If Seller notifies Buyer and Escrow Agent of its unwillingness, or inability, to cure such objections or fails to elect to cure such objections, then Buyer shall, within five (5) business days following receipt of such notice, or within five (5)

business days after Seller's deemed election not to cure, as applicable, elect to either (i) waive the matters previously objected to by delivering written notice to Seller and Escrow Agent and thereafter close the transaction contemplated hereby in accordance with the terms hereof, taking title subject to all such matters waived by Buyer, or (ii) terminate this Agreement as provided in Paragraph 9(e), below.

(v) **Insurance Policy**. At the Closing, Escrow Agent will deliver to Buyer an ALTA extended coverage title insurance policy ("**Policy**") issued by Escrow Agent or its principal, or the unconditional commitment of the title insurer ("**Title Insurer**") to issue such policy, insuring title to the Parcel in Buyer in the amount of the Purchase Price, subject only to the Approved Title Exceptions. Buyer shall pay the premium associated with the Policy and any endorsements issued to cure any title objections that Seller may elect to cure (provided that Seller has no obligation whatsoever to cure any title objection). Buyer also shall be solely responsible for the additional premium associated with extended coverage if requested by Buyer, and the cost of any endorsements requested by Buyer.

(b) **Easements**. Seller reserves the following easements, which it may, at its sole election, reserve in a Deed, or require Buyer to grant the easements to Seller (and any other named parties in the approved easement grants) at Closing, either by instrument or by map of dedication. Any reserved easement shall be deemed an Approved Title Exception; and any easement granted by Buyer to Seller at Closing shall be recorded immediately after the Deed, and prior to any lien, claim or encumbrance against the Property by or in favor of Buyer and its lender or lenders. The terms and conditions of the easements shall be as set forth in Exhibit I with respect to the Public Utility Easements, Exhibit J with respect to the Parking Easement, if applicable, and Exhibit K with respect to the Drainage Easements. The Seller and Buyer shall work together in good faith to mutually agree upon the specific locations and area of the easements within the Real Property prior to the applicable Closing.

(i) **Public Utility Easements**: Seller is a public entity and there may be public improvements (e.g., water, sewer, electric, etc.) on the Property; accordingly, Seller shall retain rights, in the form of easements on, over, under and across each Parcel to provide for repair and maintenance of, continued use of, and access to, the existing pipes, conduits, utility lines and other facilities and infrastructures located either on the Property, or on adjacent property owned by Seller. Additionally, Seller shall retain all easements necessary for any of the future Relocated Utilities and Facilities (as defined in the Development Agreement) which are to be owned, operated and maintained by Seller. The nature of the easements and the form of easement grant (collectively, the "**Public Utility Easements**") shall be in Seller's standard forms for such easements attached hereto as Exhibit I and limited to the specific use then existing, or so specified, at the time of any Closing.

(ii) **Parking Easements**: Buyer must provide any and all parking easements necessary to comply with the parking obligations identified in the Development Agreement, including but not limited to an easement for Dedicated Stadium Parking in the form attached hereto as Exhibit J; provided, however, that if the Parties mutually agree, in lieu of a parking easement recorded against Parcel A and Parcel B, the Parties shall execute and record against the entirety of the Real Property a Parking Declaration as described in Section 7(f)(iii) above pursuant to which, among other things, Buyer's obligations to provide Dedicated Stadium

Parking to Seller as required pursuant to the terms and conditions of the Development Agreement shall be evidenced;

(iii) Drainage Easements: Seller shall retain easements for retention of off-site drainage, as set forth in the Development Agreement, to be recorded against the Real Property in gross in the form attached hereto as Exhibit K.

(iv) Ingress and Egress Easements: Buyer must provide ingress and egress easements necessary to allow for public access to the improvements constructed on the West Garage Parcel. Such easements shall be in the form attached hereto as Exhibit L, and the Seller and Buyer shall work together in good faith to mutually agree upon the specific locations and area of the easements within the Real Property prior to the applicable Closing.

(c) **West Garage Lease.** The Ground and Parking Garage Lease is attached hereto as Exhibit M. The Parties acknowledge that certain provision of the Lease for the West Garage Parcel can be determined only upon a final decision concerning the size and scope of the development on Option Parcels C and D. Therefore, the Parties agree to work together in good faith to mutually agree upon all of the terms and conditions of the Ground and Parking Lease prior to the Buyer's consummation of the acquisition of Option Parcel C. The finalization of the Ground and Parking Lease shall not be a condition precedent to the Closing of Option Parcels A or B.

**(d) Condition of Property; Delivery and Redelivery of Reports and Studies.**

Seller and Buyer agree and acknowledge that Buyer has reviewed the physical condition of the Real Property and has approved its suitability for Buyer's proposed use. Buyer's execution of this Agreement constitutes Buyer's confirmation that (i) the physical condition of the Real Property is approved by Buyer and is acceptable to Buyer and for Buyer's intended use, (ii) the physical condition of the Real Property does not constitute grounds for Buyer to terminate this Agreement or to receive a refund of Buyer's Deposit or the Option Payment; and (iii) Seller has no duty to make any repairs or take other action with respect to the physical condition of the Real Property; provided, however, that the Parties hereby acknowledge that, pursuant to the terms and conditions of the Development Agreement, the Buyer shall have the continuing right to enter upon those portions of the Real Property not yet acquired by Buyer for the purpose of updating existing engineering reports, soils tests, studies and other investigations so long as Buyer provides reasonable advance notice to Seller of any entry upon such portions of the Real Property not yet acquired by Buyer and so long as Buyer restores those portions of the Real Property impacted by Buyer's soils tests, studies and other investigations to the condition existing prior to Buyer's entry thereon. The Real Property, and any improvements located in or on the Real Property, will be conveyed by Seller to Buyer in their "as-is" condition as of each applicable Closing Date, with no representations or warranties of Seller of any nature whatsoever (except as otherwise specifically set forth herein). Buyer has had an opportunity to review copies of all material: (i) engineering reports; (ii) studies; (iii) surveys; (iv); site plans; (v) soils and drainage reports; (vi) and all environmental studies pertaining to the physical condition of the Real Property that Seller had in its possession or that were existing and reasonably available to Seller as of the effective date of this Agreement. If Buyer elects not to close this transaction and escrow for any reason whatsoever (including a default by Buyer but excluding a default by Seller), then all engineering reports, studies, surveys, site plans, soils and drainage reports, and all environmental studies pertaining to the Real Property either created by Buyer utilizing Seller's records or obtained independently by



Buyer shall be returned or delivered by Buyer to Seller. Buyer hereby agrees to indemnify, defend and hold Seller harmless for, from and against any and all losses, damages, claims, liabilities, costs, expenses and liens created by Buyer's entry upon and investigation of the Real Property pursuant to the terms and conditions of this Agreement; provided, however, that Buyer shall have no liability or obligation for any pre-existing conditions on the Real Property, so long as Buyer does not exacerbate any such pre-existing conditions during its inspections and investigations.

(e) **Termination of Agreement.** If either Buyer or Seller is granted the right to terminate this Agreement in accordance with any provisions of this Agreement, such Party shall exercise such right by delivering written notice to the other Party and to Escrow Agent indicating both its election to terminate and the specific provision pursuant to which it is making that election. Upon Escrow Agent's receipt of such notice, this Agreement shall terminate, the Deposit shall be returned to Buyer (but only if the termination is with respect to Parcel A), and thereafter (unless otherwise provided in this Agreement), any Option Payment then being held by Seller shall be refunded to Buyer in the event that the termination of this Agreement is a result of Seller's default hereunder, and neither Party shall have any further obligations or liabilities under this Agreement except for obligations of indemnity that expressly survive the termination of this Agreement.

10. **Representations and Warranties of Seller.** Seller acknowledges, represents, warrants and covenants to Buyer that the following are true as of the Effective Date and will be true as of each Closing, and in entering into this Agreement Buyer is relying upon, the following:

(a) As of the date hereof, to Seller's actual knowledge, there are no pending, threatened or contemplated actions, suits, proceedings or investigations, at law or in equity, or otherwise in, for or by any court or governmental board, commission; agency, department or office arising from or relating to this transaction or the Property.

(b) As of the date hereof, to the best of Seller's actual knowledge, Seller has not granted any options or rights of first refusal to purchase all or any part of the Property.

(c) Subject to Seller's City Council's approval of this transaction and the express terms and limitations in this Agreement, the person or persons executing this Agreement on behalf of Seller are duly authorized to do so and thereby bind Seller hereto without the signature of any other Party.

(d) Subject to Seller's City Council's approval of this transaction, Seller has all requisite power and authority to enter into and perform this Agreement and to incur the obligations provided for herein and has taken all action necessary to authorize the execution, delivery and performance of this Agreement subject to the express terms and limitations in this Agreement.

(e) As of the date hereof, to the best of Seller's actual knowledge, Seller has received no written notice of any noncompliance with any Federal, state or local laws, regulations and orders relating to environmental matters with respect to the Property.

(f) Following the Effective Date of this Agreement, Seller shall not materially alter or change the physical condition of the Real Property, and shall not record any easement, encumbrance, instrument or other agreement against the Real Property which would survive the

Closing of the acquisition of any Parcel therein by Buyer without first obtaining the Buyer's prior written consent thereto.

(g) If a matter represented by Seller under this Agreement was true as of the date of this Agreement, but subsequently is rendered inaccurate because of the occurrence of events or because of a cause other than Seller's intentional breach of this Agreement, then such inaccuracy shall not constitute a default by Seller under this Agreement, but will constitute a failure of a condition to Closing only if such inaccuracy materially increases the Buyer's good faith estimate of the cost or time to develop the Property. Failure of such a condition to Closing shall entitle Buyer to terminate this Agreement at Closing and receive a refund of the Earnest Money, whereupon both Parties shall be released from further liability under this Agreement, except as expressly provided in this Agreement to survive. If Buyer does not elect to so terminate, Buyer shall timely proceed to Closing and the failure of such condition to Closing shall be deemed waived.

(h) Actual Knowledge of Seller. When used in this Agreement, the term "actual knowledge of Seller" (or words of similar import) shall mean and be limited to the actual (and not imparted, implied or constructive) current knowledge of William Jabjiniak, Director of Economic Development, and JD Beaty, Economic Development Project Manager. Notwithstanding anything herein to the contrary, Mrs. Fallbeck is not a party to this Agreement and shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete in any respect.

11. **Representations and Warranties of the Buyer.** Buyer acknowledges, represents, warrants and covenants to Seller that the following are true as of the Effective Date and will be true as of each Closing, and in entering into this Agreement Seller is relying upon, the following:

(a) The person or persons executing this Agreement on behalf of Buyer are duly authorized to do so and thereby bind Buyer hereto without the signature of any other person.

(b) Buyer has all requisite power and authority to enter into and perform this Agreement and to incur the obligations provided for herein and has taken all action necessary to authorize the execution, delivery and performance of this Agreement, subject to the express terms and limitations in this Agreement.

(c) The execution, delivery and performance of this Agreement by Buyer does not result in any violation of, and does not conflict with or constitute a default under, any present agreement, mortgage, deed of trust, indenture, credit extension agreement; license, security agreement or other instrument to which Buyer is a party, or any judgment, decree, order; statute, rule or governmental regulation.

(d) No approvals or consents by third parties or governmental authorities are required in order for Buyer to consummate the transactions contemplated hereby.

(e) Buyer covenants and agrees that it has not, and shall not, encumber the Property or any portion of it prior to the applicable Closing.

(f) There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Seller or filed by Seller, or to Seller's knowledge, pending in any current judicial or administrative proceeding against Seller.

(g) Buyer has had sufficient time to complete physical, financial and legal due diligence investigations with respect to the Property and that accordingly no contingency to Buyer's obligations under this Agreement exists, except as set forth in Paragraph 9 of this Agreement.

(h) If Buyer uses any portion of an Option Parcel for construction staging or lay down pursuant to a temporary construction easement prior to the purchase of that Option Parcel, then Buyer shall bear the cost of ownership, operation, and maintenance of that Option Parcel forth duration of, and pursuant to the terms, of the written temporary construction easement.

12. **Release from Representations and Warranties.** Except as is otherwise expressly provided in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) concerning (i) the nature and condition of the Property and its suitability for any and all activities and uses Buyer may elect to conduct on the Property; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements located on the Property; (iii) the nature and extent of any right-of-way, lien, encumbrance, license, reservation, condition, or otherwise; (iv) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body, it being specifically understood Buyer shall have full opportunity prior to each Escrow Period, to determine for itself the condition of each Parcel of the Property; and (v) any other matter whatsoever except as expressly set forth in this Agreement. Except as is otherwise expressly provided in this Agreement, the sale of each Parcel of the Property as provided for in this Agreement is made on a strictly "AS IS" "WHERE IS" basis as of each Closing Date. Except as otherwise expressly provided in this Agreement, Buyer expressly acknowledges, in consideration of the agreements of Seller in this Agreement, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY. BUYER SPECIFICALLY ACKNOWLEDGES BUYER IS NOT RELYING ON (AND SELLER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF SELLER OF ANY KIND OR NATURE WHATSOEVER, EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. FURTHER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER, FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS,

TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. § 9601, *ET SEQ.* ("CERCLA"); THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901, *ET SEQ.* ("RCRA"); AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. § 9601, *ET SEQ.* ("SARA") OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. BUYER REPRESENTS TO SELLER BUYER HAS CONDUCTED, OR WILL CONDUCT BEFORE EACH CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON EACH CLOSING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, BUYER SHALL ASSUME THE RISK OF ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, ON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING EACH PARCEL OF THE PROPERTY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE DEVELOPMENT AGREEMENT, BUYER AGREES SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DATE OF CLOSING, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF BUYER.

BUYER ACKNOWLEDGES AND AGREES THE PROVISIONS CONTAINED IN THIS PARAGRAPH 12 WERE A MATERIAL FACTOR IN SELLER'S ACCEPTANCE OF THE SALES PRICE AND SELLER WAS UNWILLING TO SELL THE PROPERTY TO BUYER UNLESS SELLER WAS RELEASED AS EXPRESSLY SET FORTH ABOVE.

13. **Attorneys' Fees.** If either Party hereto breaches any provisions of this Agreement, the breaching Party shall pay to the non-breaching Party all reasonable attorneys' fees and other costs and expenses incurred by the non-breaching Party in enforcing this Agreement or preparing for legal or other proceedings regardless of whether suit is instituted.

To Seller: Kim Fallbeck  
Real Estate Administrator  
City of Mesa  
20 East Main Street  
Mesa, Arizona 85211

With a copy to: William Jabjiniak  
Director of Economic Development  
City of Mesa  
20 East Main Street  
Mesa, Arizona 85211

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2000 McKinney Avenue, Suite 1000  
Dallas, Texas 75201  
Attention: Gregory S. Courtwright

With a required copy to: Shannon Stapp, Esq.  
Stapp Law Firm PLLC  
3839 McKinney Avenue, Suite 156-613  
Dallas, Texas 75204

With a required copy to: Goldman, Sachs & Co.  
200 West Street  
New York, New York 10282  
Attention: Peter Weidman

With a required copy to: Goldman, Sachs & Co.  
2001 Ross Avenue  
Dallas, Texas 75201  
Attention: General Counsel

With a required copy to: Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attention: Anthony J. Colletta, Esq.

With a required copy to: Harvard Investments, Inc.  
17700 North Pacesetter Way, Suite 100  
Scottsdale, Arizona 85255  
Attention: Craig Krumwiede

15. **Seller's Remedies.** Subject to those rights of insurance and indemnity that are expressly described as surviving the termination of this Agreement, if Buyer shall breach any of the terms or provisions of this Agreement or otherwise defaults at or prior to the Closing, Seller shall, as its sole and exclusive remedy, terminate this Agreement and retain the Deposit and the Option Payment. The preceding shall not limit the obligation of the Buyer to cause to be removed any monetary lien that the Buyer has caused or suffered against the Property, which obligation shall be in addition to Seller's right to terminate this Agreement. Seller hereby waives all other rights or remedies which may be available to it at law or in equity.

16. **Buyer's Remedies.** In the event of a default or breach by Seller hereunder, Buyer's exclusive remedy shall be to either (a) terminate this Agreement by written notice to Seller, whereupon any Deposit paid by Buyer with respect to Parcel A and/or Option Payment paid by Buyer to Seller with respect to any Option Parcel, as applicable, shall be immediately refunded by Escrow Agent or Seller, as applicable, to Buyer, or (b) pursue specific performance of Seller's obligations hereunder. Additionally, Buyer waives its right to seek or recover from the Seller any special, exemplary, speculative, consequential, numerical, punitive or any other damages.

17. **Survival of Covenants, Agreements, Representations and Warranties.** All covenants, agreements, representations and warranties set forth in this Agreement shall survive the

Closing of each Parcel for a period of one hundred eighty (180) days and shall not merge into any deed or other instrument executed or delivered in connection with the transaction contemplated hereby, provided that all warranties as to the state of title to each Parcel shall merge into the Deed. Buyer's recovery with respect to Seller's violation of any covenant, agreement, representation or warranty under this Agreement shall be limited to the greater of Buyer's actual damage or 10% of the Purchase Price in the aggregate, and no claim shall be made unless and until Buyer shall have a claim or claims exceeding a combined total of \$25,000. In addition, each Party waives its right to seek or recover from the other, any special, exemplary, speculative, consequential, numerical, punitive or similar damages, with a Party's claim for damages being limited to its actual damage.

18. **Modification of Agreement.** No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the Party against whom enforcement of the waiver is sought.

19. **Further Instruments.** Each Party, promptly upon the request of the other or upon the request of Escrow Agent, shall execute and have acknowledged and delivered to the other or to Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions hereof.

20. **Entire Contract.** This Agreement and the attached Development Agreement constitute the entire contract between the Parties with regard to the purchase, sale and development of the Property. All terms and conditions contained in any other writings previously executed by the Parties and all other discussions, understandings or agreements regarding the Property and the subject matter hereof shall be deemed to be superseded hereby.

21. **Inurement.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective Parties hereto.

22. **Commissions.** Each Party warrants and represents to the other that no real estate sales or brokerage commissions, or finder's fees, are or may be due in connection with this transaction as a result of the act of the Party so warranting. Buyer shall indemnify, defend, pay and hold Seller harmless for, from and against any and all claims, actions and liabilities with respect to any claimed rights by third parties to real estate or brokerage commissions, or finder's fees, in connection with Buyer's acts with respect to the transaction provided for herein.

23. **Time Periods.** If the time for performance of any obligation hereunder expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

24. **Assignment.** Buyer shall have the right to make a one-time assignment of its rights under this Agreement to purchase Parcel A and a one-time assignment of its rights to purchase each Option Parcel (one assignment per Parcel) without first obtaining the prior consent of the Seller to, so long as the assignee is a corporation, partnership, joint venture, limited liability company, trust or other legal entity which is controlled by, under common control with, or which controls Buyer, or which is owned and controlled by a principal of Buyer. Any other assignment

of Buyer's rights under this Agreement shall require Seller's prior written consent thereto, which consent may be withheld in Seller's sole and absolute discretion. Buyer shall provide to Seller with a true and correct copy of any such assignment, together with a copy of the document or instrument pursuant to which such assignee fully assumes all of the Buyer's covenants and obligations under this Agreement and agrees to be bound by the terms and provisions of this Agreement. The assignment by Buyer of its rights under this Agreement shall not relieve Buyer personally of any obligations, unless Seller shall expressly agree to such relief in writing, and any assignment that does not comply in all respects with this Paragraph 24 will be void, and not voidable.

25. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

26. **Recordation of Memorandum.** Concurrently with the Opening of Escrow with respect to Parcel A, Seller and Buyer shall execute and deliver to Escrow Agent a memorandum of this Agreement in the form attached hereto as Exhibit N (the "**Memorandum**") and Buyer shall execute and deliver to Escrow Agent a quit-claim deed and notice of termination of any interest in the Real Property in the form attached hereto as Exhibit O (the "**Quit-Claim Deed**"). Escrow Agent shall record the Memorandum immediately upon the Opening of Escrow with respect to Parcel A and shall record the Quit-Claim Deed only upon any termination of this Agreement pursuant to the terms and conditions hereof.

27. **IRS Real Estate Sales Reporting.** Buyer and Seller hereby appoint Escrow Agent as, and Escrow Agent agrees to act as, "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to § 6045(e) of the Internal Revenue Code of 1986, as amended (the "**Code**"). Escrow Agent shall prepare and file IRS Form 1099-S and shall otherwise comply with the provisions of § 6045(e) of the Code only to the extent such provisions apply to sellers of real property. Escrow Agent shall indemnify, protect, hold harmless and defend Seller, Buyer and their respective attorneys for, from and against any and all claims, actions, costs, loss, liability or expense arising out of or in connection with the failure of Escrow Agent to comply with the provisions of this Paragraph 27.

28. **Condemnation.** If, between the date hereof and the date of the any Closing, any portion of the Property shall be taken or appropriated for public or quasi-public use by right of eminent domain, or if proceedings in condemnation or eminent domain shall be instituted or threatened, then Buyer, at its option, may elect to (i) terminate this Agreement by written notice to Seller within ten (10) business days following Buyer's receipt of written notice of such event, whereupon the Earnest Money shall be returned to Buyer, and thereafter (except as otherwise provided in this Agreement) neither Party shall have any further obligations or liabilities under this Agreement, or (ii) proceed with the purchase of the Property, in which event Buyer shall be entitled to the condemnation proceeds. If prior to the Closing such proceeds are paid to Seller, the amount of such proceeds paid to Seller shall be applied towards the Purchase Price payable at the Closing.

29. **Applicable Law; Exclusive Jurisdiction.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference



to conflict of laws principles. Notwithstanding the diversity of jurisdiction of the Parties, the Parties expressly consent to the sole and exclusive jurisdiction of the Superior Court in and for the County of Maricopa, Arizona, as the situs of the Property, and expressly waive all rights to remove any action to any other court or jurisdiction.

30. **Conflict of Interest Statute.** This Agreement is subject to, and may be terminated by Seller in accordance with, the provisions of A.R.S. §38-511.

31. **No Boycott of Israel.** Buyer certifies pursuant to A.R.S. §35-393.01 that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of Israel.

32. **Section 1031 Exchange.** The Parties agree that either Party may utilize the Property in connection with a so-called Section 1031 tax free exchange and both Parties agree to cooperate with each other in connection therewith, including but not limited to the execution of documents required in connection with converting this transaction into an exchange transaction, all at no cost or liability to the cooperating Party and without any delay in the Closing Date. The Parties acknowledge and agree that any change in law eliminating or limiting such tax free exchanges shall not be a basis for terminating this Agreement, or for a reduction or increase in price.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the day and year first above written.

**SELLER:**

City of Mesa, Arizona, an Arizona municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**

UNION MESA HOLDINGS, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

### ESCROW AGENT ACCEPTANCE

The undersigned Escrow Agent accepts this Agreement as its escrow instructions and agrees to perform the acts applicable to Escrow Agent in accordance with the terms of this Agreement. Specifically, Escrow Agent understands, acknowledges and agrees to the provisions of Paragraph 27 labeled "IRS Real Estate Sales Reporting" above. Escrow Agent acknowledges its receipt of both the Deposit and a fully executed original of this Agreement as of the date set forth underneath its signature below, and such date shall be deemed the date of the "**Opening of Escrow**" for Parcel A.

### SECURITY TITLE AGENCY

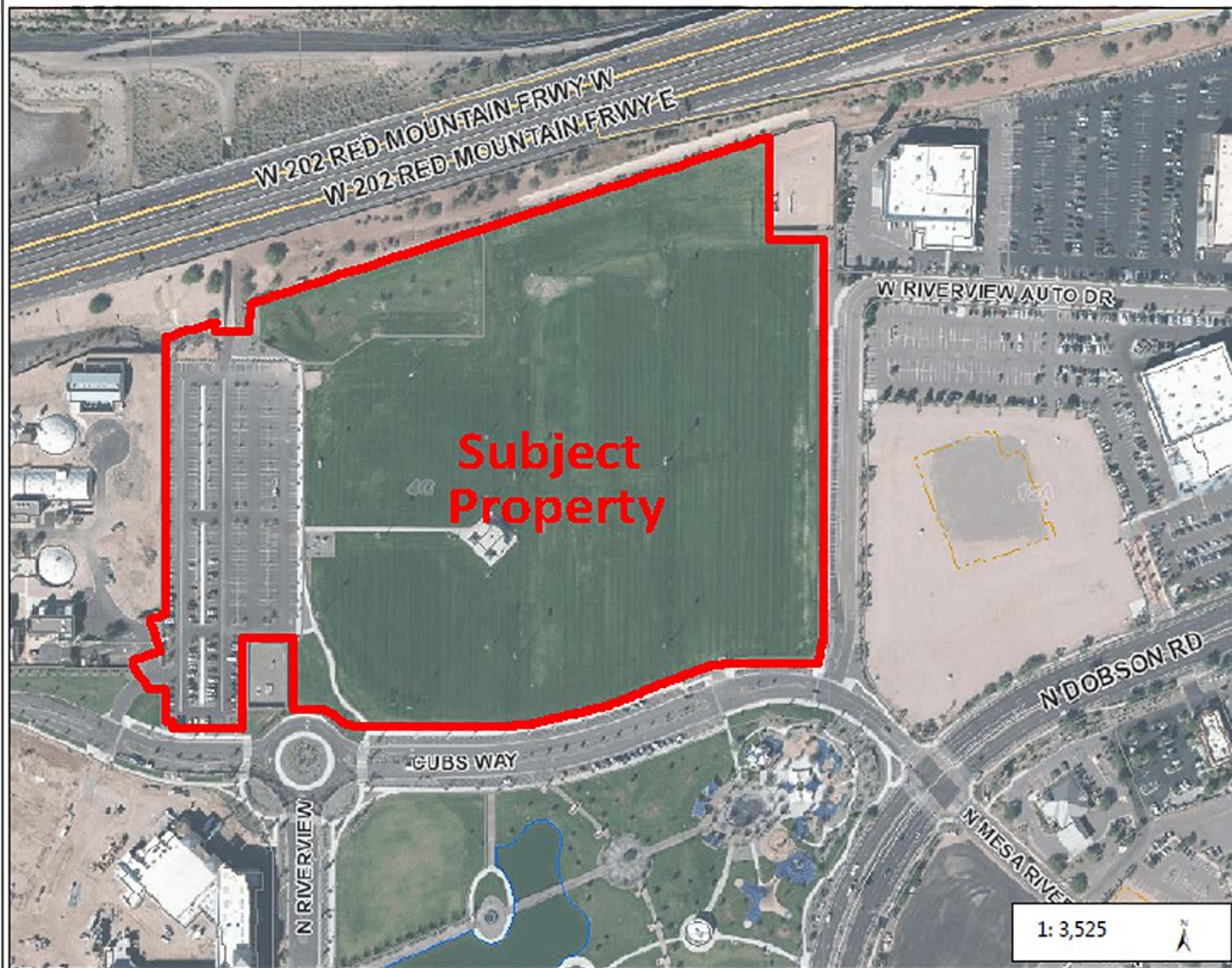
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_ (the "**Opening of Escrow**")

### LIST OF EXHIBITS

A-1	-	Depiction of the Real Property
A-2	-	Legal Description of the Real Property
B	-	Development Agreement (with attachments)
C-1	-	Parcel A Depiction
C-2	-	Parcel A Legal Description
D-1	-	Parcel B Depiction
D-2	-	Parcel B Legal Description
E-1	-	Parcel C Depiction
E-2	-	Parcel C Legal Description
F-1	-	Parcel D Depiction
F-2	-	Parcel D Legal Description
G	-	Escrow Instructions
H	-	Form of Special Warranty Deed
I	-	Public Utility Easements
J		Parking Easement
K	-	Drainage Easement
L	-	Form of Ingress and Egress Easement
M	-	Ground and Parking Garage Lease
N	-	Memorandum of Agreement
O	-	Quit Claim Deed and Termination



0.1 0 0.06 0.1 Miles

NAD\_1983\_HARN\_StatePlane\_Arizona\_Central\_FIPS\_0202\_Feet\_Intl

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

## **Exhibit A-2**

### **Legal Description of Full Property**

Subject Property consists of Lot 6, Lot 9 and Tract I of the “Cubs Spring Training Facility & Riverview Park” Final Plat, as recorded with the Maricopa County Recorder on January 1<sup>st</sup>, 2016.

**Lot 6** of Final Plat Cubs Spring Training Facility & Riverview Park, recorded in Book 1257 of maps, Page 29, according to the plat of record on file in the Office of the County Recorder, Maricopa County, Arizona.

**Lot 9** of Final Plat Cubs Spring Training Facility & Riverview Park, recorded in Book 1257 of maps, Page 29, according to the plat of record on file in the Office of the County Recorder, Maricopa County, Arizona.

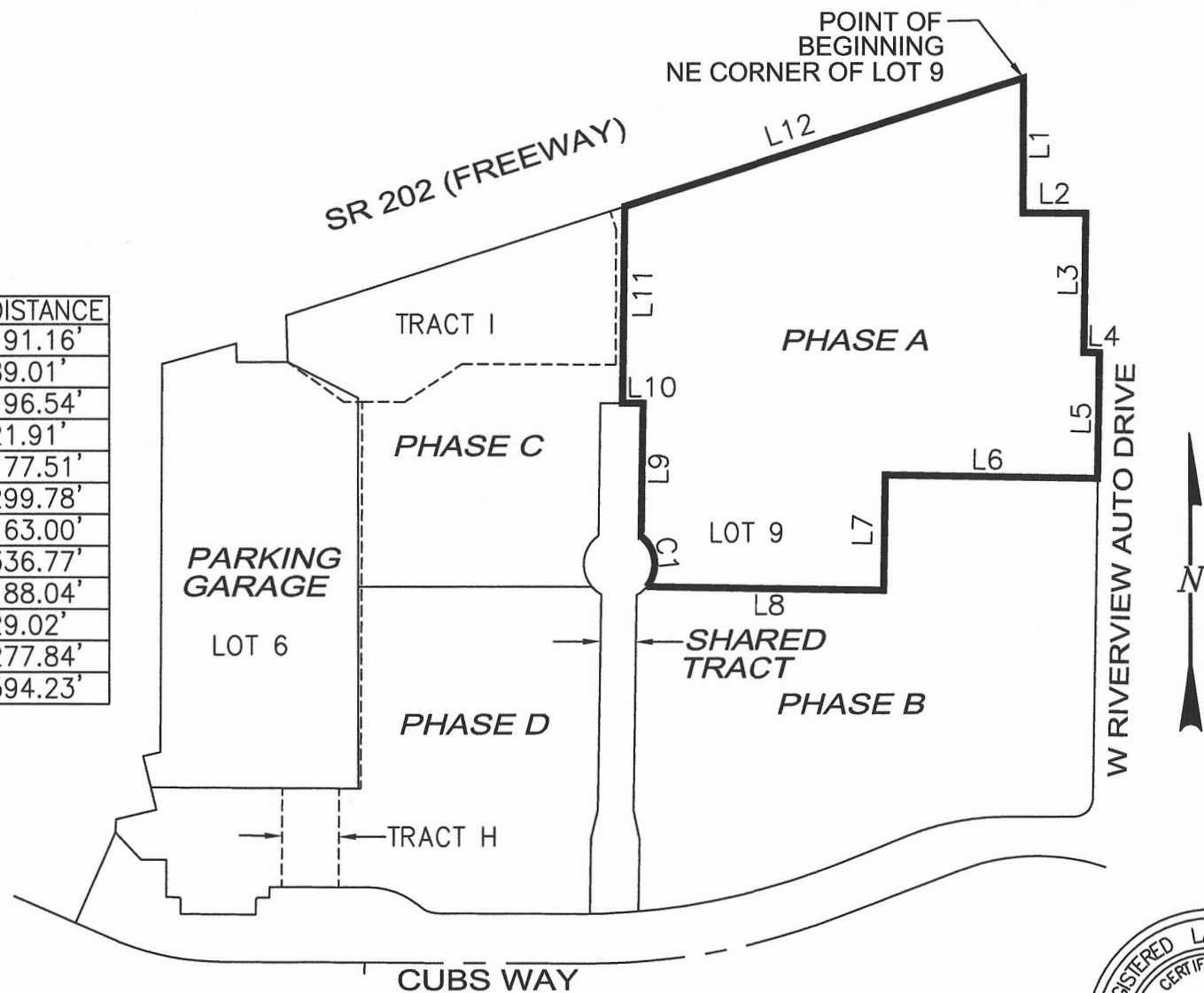
**Tract I** of Final Plat Cubs Spring Training Facility & Riverview Park, recorded in Book 1257 of maps, Page 29, according to the plat of record on file in the Office of the County Recorder, Maricopa County, Arizona.

## **EXHIBIT B – Development Agreement**

See Separate Attached File for  
Full Development Agreement and  
corresponding Exhibits.

# EXHIBIT C-1

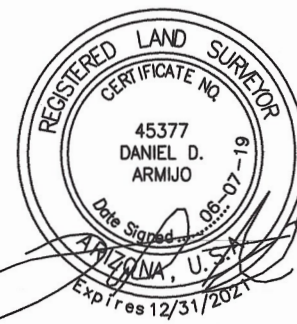
LINE	BEARING	DISTANCE
L1	S 00°16'05" W	191.16'
L2	S 89°43'47" E	89.01'
L3	S 00°56'17" W	196.54'
L4	S 89°03'43" E	21.91'
L5	S 00°56'17" W	177.51'
L6	N 89°03'43" W	299.78'
L7	S 00°59'23" W	163.00'
L8	N 89°03'43" W	336.77'
L9	N 00°56'17" E	188.04'
L10	N 90°00'00" W	29.02'
L11	N 00°44'09" E	277.84'
L12	N 72°12'46" E	594.23'



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	79.80'	50.00'	91°26'46"	71.60'	S 06°28'08" E



P.O. BOX 2170, CHANDLER, AZ 85244  
 (480) 244-7630 (480) 243-4287



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DDA

CHECKED BY:  
DDA

DATE: 06/07/19

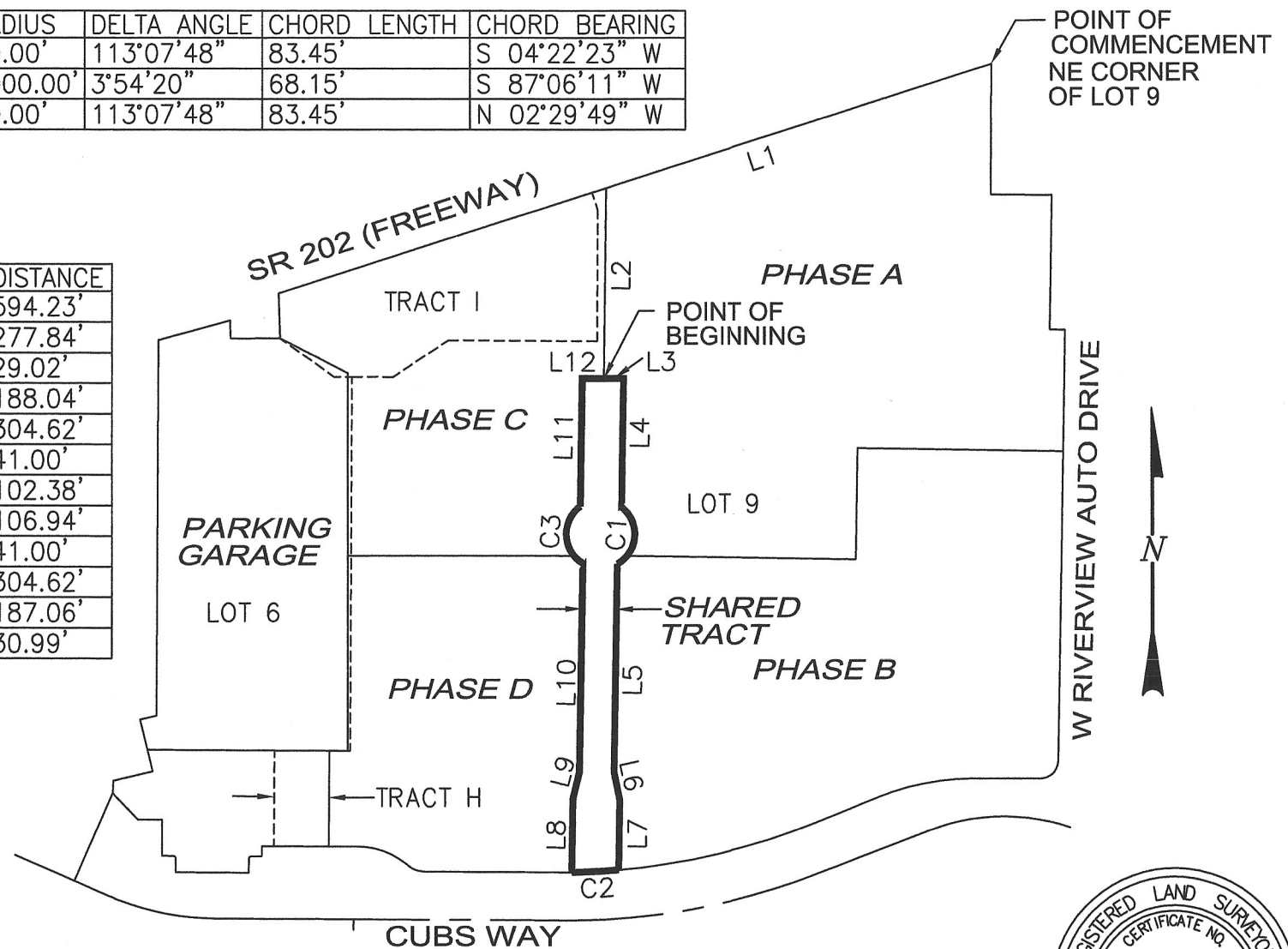
JOB NO.: 18-076

SHEET NO. **2 OF 2**



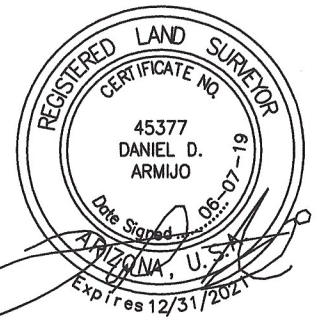
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	98.72'	50.00'	113°07'48"	83.45'	S 04°22'23" W
C2	68.17'	1000.00'	3°54'20"	68.15'	S 87°06'11" W
C3	98.72'	50.00'	113°07'48"	83.45'	N 02°29'49" W

LINE	BEARING	DISTANCE
L1	S 72°12'46" W	594.23'
L2	S 00°44'09" W	277.84'
L3	N 90°00'00" E	29.02'
L4	S 00°56'17" W	188.04'
L5	S 00°56'17" W	304.62'
L6	S 11°44'32" E	41.00'
L7	S 00°56'17" W	102.38'
L8	N 00°56'17" E	106.94'
L9	N 13°37'06" E	41.00'
L10	N 00°56'17" E	304.62'
L11	N 00°56'17" E	187.06'
L12	N 90°00'00" E	30.99'



**AW**  
**LAND**  
**SURVEYING, LLC**

P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287



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DDA

DATE: 06/07/19

JOB NO.: 18-076

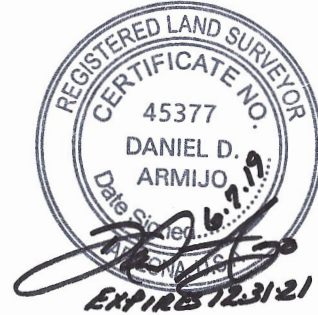
SHEET NO. **2 OF 2**

# EXHIBIT C-2



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287

June 7, 2019  
AWLS #18-076



## Phase A

A portion of Lot 9 as shown on the final plat of Cubs Spring Training Facility and Riverview Park, recorded in Book 1257, Page 29, Maricopa County Records (MCR), lying within the northeast quarter of Section 18, Township 1 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**Beginning** at the northeast corner of said Lot 9;

**Thence** along the easterly line of said Lot 9, South 00 degrees 16 minutes 05 seconds West, a distance of 191.16 feet;

**Thence** South 89 degrees 43 minutes 47 seconds East, a distance of 89.01 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 196.54 feet;

**Thence** South 89 degrees 03 minutes 43 seconds East, a distance of 21.91 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 177.51 feet;

**Thence** leaving said easterly line, North 89 degrees 03 minutes 43 seconds West, a distance of 299.78 feet;

**Thence** South 00 degrees 59 minutes 23 seconds West, a distance of 163.00 feet;

**Thence** North 89 degrees 03 minutes 43 seconds West, a distance of 336.77 feet, to the beginning of a non-tangent curve, concave westerly, having a radius of 50.00 feet, whose radius bears North 50 degrees 44 minutes 45 seconds West;

**Thence** northerly along said curve, an arc length of 79.80 feet, through a central angle of 91 degrees 26 minutes 46 seconds;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 188.04 feet;

**Thence** North 90 degrees 00 minutes 00 seconds West, a distance of 29.02 feet;

**Thence** North 00 degrees 44 minutes 09 seconds East, a distance of 277.84 feet, to the northerly line of said Lot 9;

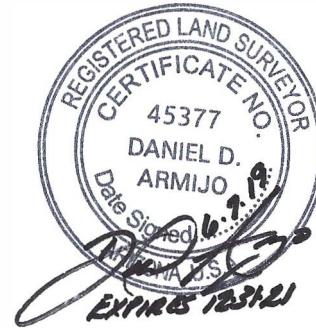
**Thence** North 72 degrees 12 minutes 46 seconds East, a distance of 594.23 feet, to the **Point of Beginning**;

Containing 354,331 Square Feet or 8.13 Acres more or less.

Subject to easements, restrictions and rights of way of record.



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287



June 7, 2019  
AWLS #18-076

### Shared Tract

A portion of Lot 9 as shown on the final plat of Cubs Spring Training Facility and Riverview Park, recorded in Book 1257, Page 29, Maricopa County Records (MCR), lying within the northeast quarter of Section 18, Township 1 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**Commencing** at the northeast corner of said Lot 9;

**Thence** along the northerly line of said Lot 9, South 72 degrees 12 minutes 46 seconds West, a distance of 594.23 feet;

**Thence** leaving said northerly line, South 00 degrees 44 minutes 09 seconds West, a distance of 277.84 feet, to the **Point of Beginning**;

**Thence** North 90 degrees 00 minutes 00 seconds East, a distance of 29.02 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 188.04 feet, to the beginning of a non-tangent curve, concave westerly, having a radius of 50.00 feet, whose radius bears South 37 degrees 48 minutes 29 seconds West;

**Thence** southeasterly along said curve, an arc length of 98.72 feet, through a central angle of 113 degrees 07 minutes 48 seconds;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 304.62 feet;

**Thence** South 11 degrees 44 minutes 32 seconds East, a distance of 41.00 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 102.38 feet, to the beginning of a non-tangent curve, concave northerly, having a radius of 1000.00 feet, whose radius bears North 04 degrees 50 minutes 59 seconds West;

**Thence** southwesterly along said curve, an arc length of 68.17 feet, through a central angle of 3 degrees 54 minutes 20 seconds;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 106.94 feet;

**Thence** North 13 degrees 37 minutes 06 seconds East, a distance of 41.00 feet;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 304.62 feet, to the beginning of a non-tangent curve, concave easterly, having a radius of 50.00 feet, whose radius bears North 30 degrees 56 minutes 17 seconds East;

**Thence** northwesterly along said curve, an arc length of 98.72 feet, through a central angle of 113 degrees 07 minutes 48 seconds;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 187.06 feet;

**Thence** North 90 degrees 00 minutes 00 seconds East, a distance of 30.99 feet, to the **Point of Beginning**.

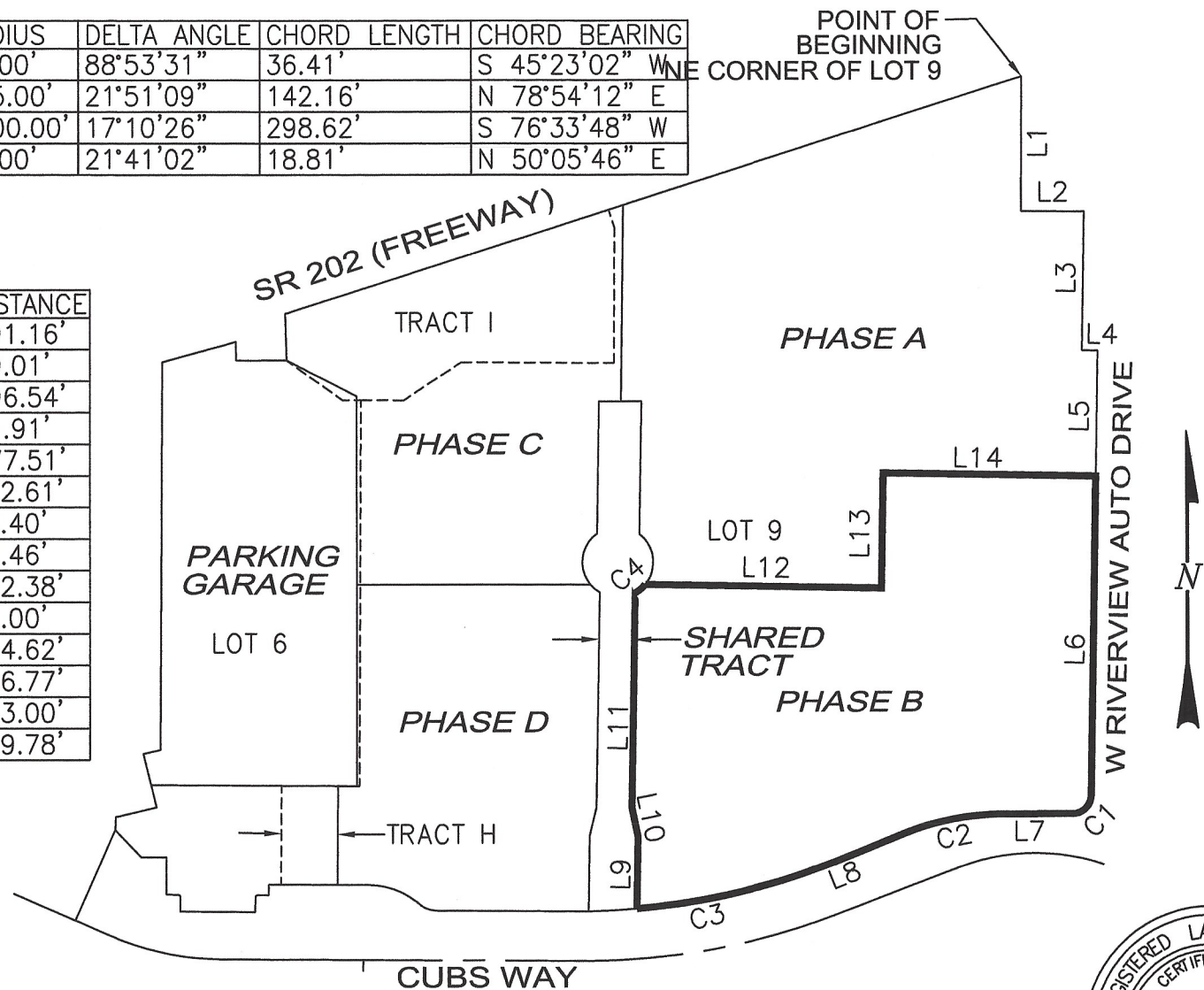
Containing 43,206 Square Feet or 0.99 Acres more or less.  
Subject to easements, restrictions and rights of way of record.



# EXHIBIT D-1

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	40.34'	26.00'	88°53'31"	36.41'	S 45°23'02" W
C2	143.03'	375.00'	21°51'09"	142.16'	N 78°54'12" E
C3	299.74'	1000.00'	17°10'26"	298.62'	S 76°33'48" W
C4	18.92'	50.00'	21°41'02"	18.81'	N 50°05'46" E

LINE	BEARING	DISTANCE
L1	S 00°16'05" W	191.16'
L2	S 89°43'47" E	89.01'
L3	S 00°56'17" W	196.54'
L4	S 89°03'43" E	21.91'
L5	S 00°56'17" W	177.51'
L6	S 00°56'17" W	452.61'
L7	S 89°49'48" W	98.40'
L8	S 67°58'35" W	97.46'
L9	N 00°56'17" E	102.38'
L10	N 11°44'32" W	41.00'
L11	N 00°56'17" E	304.62'
L12	S 89°03'43" E	336.77'
L13	N 00°59'23" E	163.00'
L14	S 89°03'43" E	299.78'



P.O. BOX 2170, CHANDLER, AZ 85244  
 (480) 244-7630 (480) 243-4287

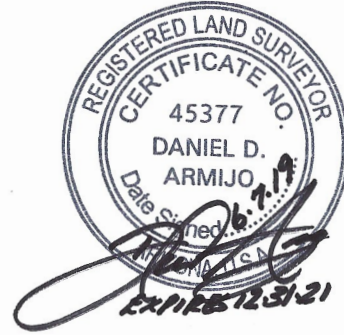


# EXHIBIT D-2



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287

June 7, 2019  
AWLS #18-076



## Phase B

A portion of Lot 9 as shown on the final plat of Cubs Spring Training Facility and Riverview Park, recorded in Book 1257, Page 29, Maricopa County Records (MCR), lying within the northeast quarter of Section 18, Township 1 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**Commencing** at the northeast corner of said Lot 9;

**Thence** along the easterly line of said Lot 9, South 00 degrees 16 minutes 05 seconds West, a distance of 191.16 feet;

**Thence** South 89 degrees 43 minutes 47 seconds East, a distance of 89.01 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 196.54 feet;

**Thence** South 89 degrees 03 minutes 43 seconds East, a distance of 21.91 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 177.51 feet, to the **Point of Beginning**;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 452.61 feet, to the beginning of a curve, concave northwesterly, having a radius of 26.00 feet;

**Thence** along the southerly line of said Lot 9, westerly along said curve, an arc length of 40.34 feet, through a central angle of 88 degrees 53 minutes 31 seconds;

**Thence** South 89 degrees 49 minutes 48 seconds West, a distance of 98.40 feet, to the beginning of a curve, concave southerly, having a radius of 375.00 feet;

**Thence** westerly along said curve, an arc length of 143.03 feet, through a central angle of 21 degrees 51 minutes 09 seconds;

**Thence** South 67 degrees 58 minutes 35 seconds West, a distance of 97.46 feet, to the beginning of a curve, concave northwesterly, having a radius of 1000.00 feet;

**Thence** westerly along said curve, an arc length of 299.74 feet, through a central angle of 17 degrees 10 minutes 26 seconds;

**Thence** leaving said southerly line, North 00 degrees 56 minutes 17 seconds East, a distance of 102.38 feet;

**Thence** North 11 degrees 44 minutes 32 seconds West, a distance of 41.00 feet;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 304.62 feet, to the beginning of a non-tangent curve, concave northwesterly, having a radius of 50.00 feet, whose radius bears North 29 degrees 03 minutes 43 seconds West;

**Thence** northeasterly along said curve, an arc length of 18.92 feet, through a central angle of 21 degrees 41 minutes 02 seconds;

**Thence** South 89 degrees 03 minutes 43 seconds East, a distance of 336.77 feet;

**Thence** North 00 degrees 59 minutes 23 seconds East, a distance of 163.00 feet;

**Thence** South 89 degrees 03 minutes 43 seconds East, a distance of 299.78 feet, to the **Point of Beginning**;

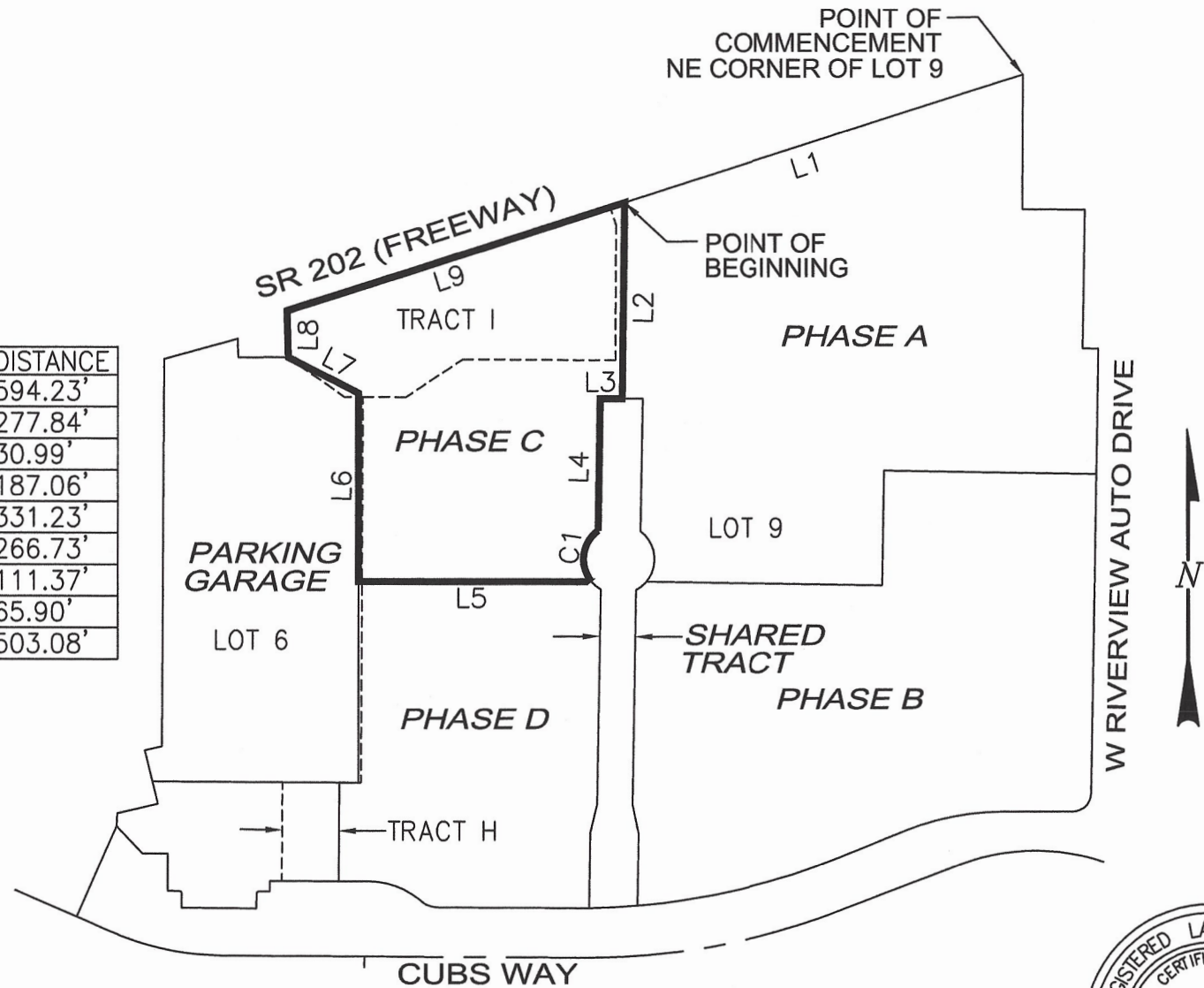
Containing 293,648 Square Feet or 6.74 Acres more or less.

Subject to easements, restrictions and rights of way of record.



# EXHIBIT E-1

LINE	BEARING	DISTANCE
L1	S 72°12'46" W	594.23'
L2	S 00°44'09" W	277.84'
L3	N 90°00'00" W	30.99'
L4	S 00°56'17" W	187.06'
L5	N 90°00'00" W	331.23'
L6	N 00°00'00" W	266.73'
L7	N 62°55'44" W	111.37'
L8	N 01°25'16" W	65.90'
L9	N 72°12'46" E	503.08'



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	81.44'	50.00'	93°19'20"	72.73'	N 07°24'25" E



P.O. BOX 2170, CHANDLER, AZ 85244  
 (480) 244-7630 (480) 243-4287



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DATE: 06/07/19

JOB NO.: 18-076

SHEET NO. 2 OF 2

# EXHIBIT E-2



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287

June 7, 2019  
AWLS #18-076

## Phase C

A portion of Lot 6, Lot 9 and Tract I as shown on the final plat of Cubs Spring Training Facility and Riverview Park, recorded in Book 1257, Page 29, Maricopa County Records (MCR), lying within the northeast quarter of Section 18, Township 1 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**Commencing** at the northeast corner of said Lot 9;

**Thence** along the northerly line of said Lot 9, South 72 degrees 12 minutes 46 seconds West, a distance of 594.23 feet, to the **Point of Beginning**;

**Thence** leaving said northerly line, South 00 degrees 44 minutes 09 seconds West, a distance of 277.84 feet;

**Thence** North 90 degrees 00 minutes 00 seconds West, a distance of 30.99 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 187.06 feet, to the beginning of a non-tangent curve, concave southeasterly, having a radius of 50.00 feet, whose radius bears South 35 degrees 55 minutes 55 seconds East;

**Thence** southerly along said curve, an arc length of 81.44 feet, through a central angle of 93 degrees 19 minutes 20 seconds;

**Thence** North 90 degrees 00 minutes 00 seconds West, a distance of 331.23 feet;

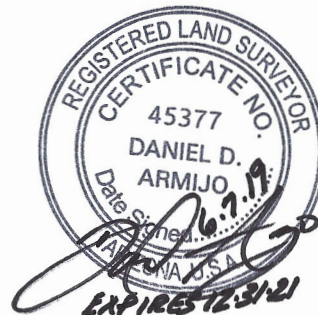
**Thence** North 00 degrees 00 minutes 00 seconds West, a distance of 266.73 feet;

**Thence** North 62 degrees 55 minutes 44 seconds West, a distance of 111.37 feet, to the westerly line of said Tract I;

**Thence** along said westerly line, North 01 degrees 25 minutes 16 seconds West, a distance of 65.90 feet;

**Thence** along the northerly line of said Tract I, North 72 degrees 12 minutes 46 seconds East, a distance of 503.08 feet, to the **Point of Beginning**.

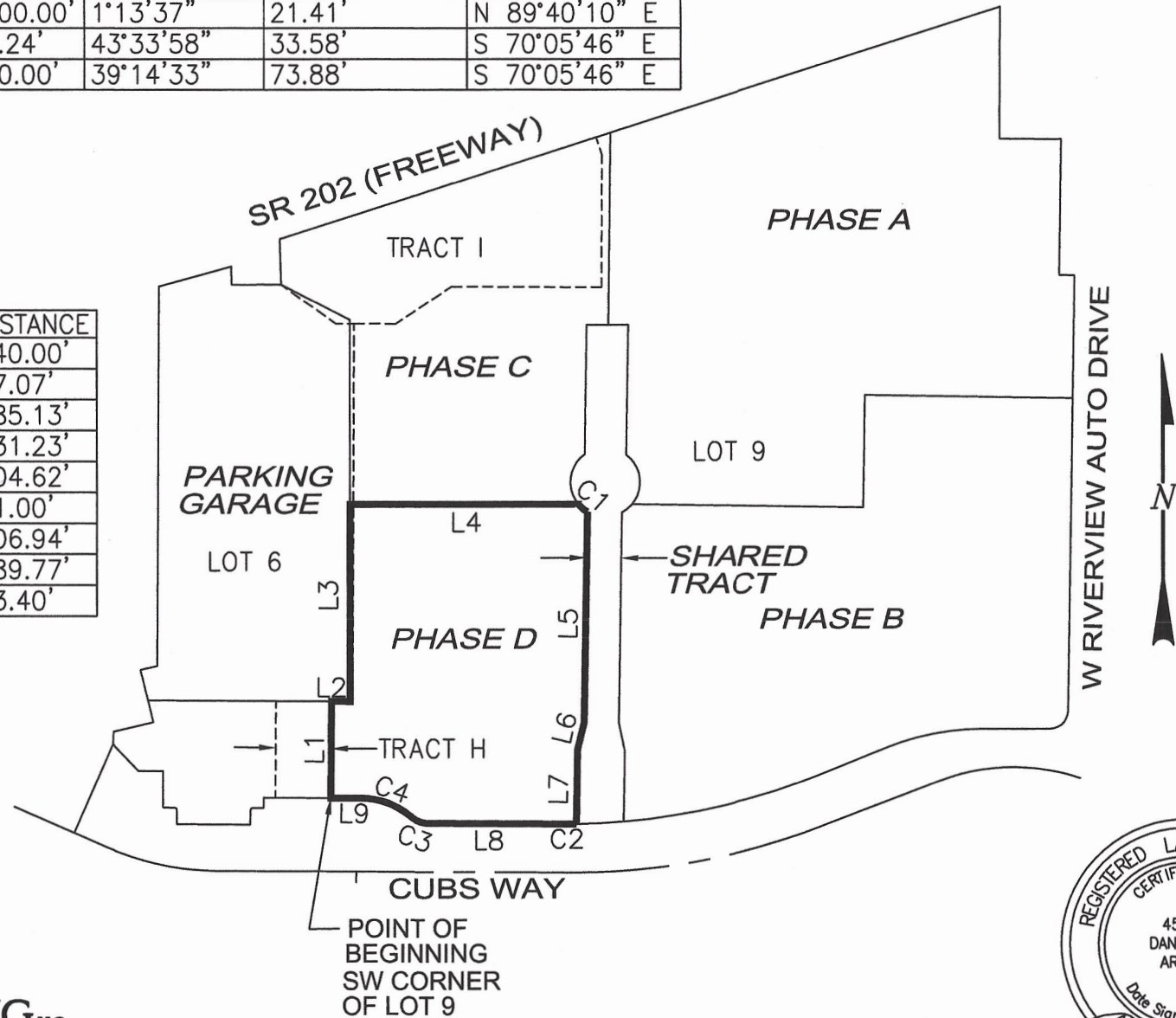
Containing 179,795 Square Feet or 4.13 Acres more or less.  
Subject to easements, restrictions and rights of way of record.



# EXHIBIT F-1

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	17.29'	50.00'	19°48'28"	17.20'	N 49°09'29" W
C2	21.41'	1000.00'	1°13'37"	21.41'	N 89°40'10" E
C3	34.40'	45.24'	43°33'58"	33.58'	S 70°05'46" E
C4	75.34'	110.00'	39°14'33"	73.88'	S 70°05'46" E

LINE	BEARING	DISTANCE
L1	N 00°16'58" E	140.00'
L2	S 89°43'02" E	27.07'
L3	N 00°00'00" W	285.13'
L4	N 90°00'00" E	331.23'
L5	S 00°56'17" W	304.62'
L6	S 13°37'06" W	41.00'
L7	S 00°56'17" W	106.94'
L8	N 89°43'02" W	189.77'
L9	N 89°43'02" W	43.40'



P.O. BOX 2170, CHANDLER, AZ 85244  
 (480) 244-7630 (480) 243-4287





# EXHIBIT F-2



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287



June 7, 2019  
AWLS #18-076

## Phase D

A portion of Lot 6 and Lot 9 as shown on the final plat of Cubs Spring Training Facility and Riverview Park, recorded in Book 1257, Page 29, Maricopa County Records (MCR), lying within the northeast quarter of Section 18, Township 1 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**Beginning** at the southwest corner of said Lot 9;

**Thence** along the westerly line of said Lot 9, North 00 degrees 16 minutes 58 seconds East, a distance of 140.00 feet;

**Thence** South 89 degrees 43 minutes 02 seconds East, a distance of 27.07 feet;

**Thence** leaving said westerly line, North 00 degrees 00 minutes 00 seconds West, a distance of 285.13 feet;

**Thence** North 90 degrees 00 minutes 00 seconds East, a distance of 331.23 feet, to the beginning of a non-tangent curve, concave northeasterly, having a radius of 50.00 feet, whose radius bears North 50 degrees 44 minutes 45 seconds East;

**Thence** southeasterly along said curve, an arc length of 17.29 feet, through a central angle of 19 degrees 48 minutes 28 seconds;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 304.62 feet;

**Thence** South 13 degrees 37 minutes 06 seconds West, a distance of 41.00 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 106.94 feet, to the beginning of a non-tangent curve, concave northerly, having a radius of 1000.00 feet, whose radius bears North 00 degrees 56 minutes 39 seconds West;

**Thence** southwesterly along said curve, an arc length of 21.41 feet, through a central angle of 1 degrees 13 minutes 37 seconds;

**Thence** North 89 degrees 43 minutes 02 seconds West, a distance of 189.77 feet, to the beginning of a curve, concave northeasterly, having a radius of 45.24 feet;

**Thence** northwesterly along said curve, an arc length of 34.40 feet, through a central angle of 43 degrees 33 minutes 58 seconds, to a point of reverse curvature, said curve having a radius of 110.00 feet;

**Thence** northwesterly along said curve, an arc length of 75.34 feet, through a central angle of 39 degrees 14 minutes 33 seconds;

**Thence** North 89 degrees 43 minutes 02 seconds West, a distance of 43.40 feet, to the **Point of Beginning**.

Containing 157,373 Square Feet or 3.61 Acres more or less.  
Subject to easements, restrictions and rights of way of record.

## **EXHIBIT G TO PURCHASE AND OPTION AGREEMENT**

### **STANDARD ESCROW INSTRUCTIONS**

#### **SELLER AND BUYER:**

1. Will deposit with Escrow Agent all documents necessary to complete the sale as established by the terms of these instructions and authorize Escrow Agent to deliver or record said documents as required herein.
2. Direct that all money payable be paid to Escrow Agent unless otherwise specified.
3. Authorize Escrow Agent to act upon any statement furnished by a lien holder or his agent, without liability or responsibility for the accuracy of such statement.
4. Authorize Escrow Agent to pay from available funds held by it for said purpose amounts necessary to procure documents and to pay charges and obligations necessary to consummate this transaction.
5. Direct that the disbursement of any funds shall be made by check of Escrow Agent, provided that payment of net sale proceeds to Seller at Closing shall be by wire transfer of funds.
6. Direct that when these instructions and all title requirements have been complied with Escrow Agent shall deliver by recording in the appropriate public office all necessary documents, disburse all funds and issue the title insurance policy.
7. Shall indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities, which it may incur or sustain in connection with these instructions any interpleader action, or any servicing account arising herefrom (except for any wrongful acts or negligence on the part of Escrow Agent) and will pay the same on demand.

#### **SELLER AND BUYER AGREE:**

8. Escrow Agent has the right to resign upon written ten day notice, if such right is exercised, all funds and documents shall be returned to the party who deposited them.
9. Escrow Agent shall not accept payments under a cancellation notice, unless in cash, certified or cashier's check or money order.
10. Should Escrow Agent be closed on any day of compliance with these instructions the requirement may be met on the next succeeding day Escrow Agent is open for business.

11. Time is of the essence of any agreement to pay or perform hereunder which agreement shall remain unpaid or unperformed as of Closing. No payment of Buyer of such amounts shall be received or receipted for by Escrow Agent unless all amounts due as of the date of compliance are paid unless and until written authority therefor has been delivered to Escrow Agent by the payee of said amount.
12. Escrow Agent may at any time, at its discretion, commence a civil action to interplead any conflicting demands to a Court of competent jurisdiction.
13. It is fully understood that Security Title Agency serves as an escrow agent only in connection with these instructions and cannot give legal advice to any party hereto.

The title insurance provided for unless otherwise specified, shall be evidenced by the standard form of title insurance policies on file with the Insurance Director of the State of Arizona subject to exceptions shown in the commitment for title insurance and title insurance policy issued.

**EXHIBIT H TO PURCHASE CONTRACT**

**FORM OF SPECIAL WARRANTY DEED**

WHEN RECORDED, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL WARRANTY DEED**

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, \_\_\_\_\_, an \_\_\_\_\_ ("**Grantor**"), does hereby convey to \_\_\_\_\_, an \_\_\_\_\_ ("**Grantee**"), the following described real property and all improvements thereon (collectively, the "**Property**") situated in Maricopa County, Arizona:

*SEE EXHIBIT A ATTACHED HERETO AND BY THIS  
REFERENCE MADE A PART HEREOF*

SUBJECT ONLY TO: current taxes and other current assessments; and all matters of record or to which reference is made in the public record;

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters set forth above.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, an \_\_\_\_\_, for and on behalf of the Grantor.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

# EXHIBIT A to Special Warranty Deed



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287

June 7, 2019  
AWLS #18-076



## Phase A

A portion of Lot 9 as shown on the final plat of Cubs Spring Training Facility and Riverview Park, recorded in Book 1257, Page 29, Maricopa County Records (MCR), lying within the northeast quarter of Section 18, Township 1 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**Beginning** at the northeast corner of said Lot 9;

**Thence** along the easterly line of said Lot 9, South 00 degrees 16 minutes 05 seconds West, a distance of 191.16 feet;

**Thence** South 89 degrees 43 minutes 47 seconds East, a distance of 89.01 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 196.54 feet;

**Thence** South 89 degrees 03 minutes 43 seconds East, a distance of 21.91 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 177.51 feet;

**Thence** leaving said easterly line, North 89 degrees 03 minutes 43 seconds West, a distance of 299.78 feet;

**Thence** South 00 degrees 59 minutes 23 seconds West, a distance of 163.00 feet;

**Thence** North 89 degrees 03 minutes 43 seconds West, a distance of 336.77 feet, to the beginning of a non-tangent curve, concave westerly, having a radius of 50.00 feet, whose radius bears North 50 degrees 44 minutes 45 seconds West;

**Thence** northerly along said curve, an arc length of 79.80 feet, through a central angle of 91 degrees 26 minutes 46 seconds;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 188.04 feet;

**Thence** North 90 degrees 00 minutes 00 seconds West, a distance of 29.02 feet;

**Thence** North 00 degrees 44 minutes 09 seconds East, a distance of 277.84 feet, to the northerly line of said Lot 9;

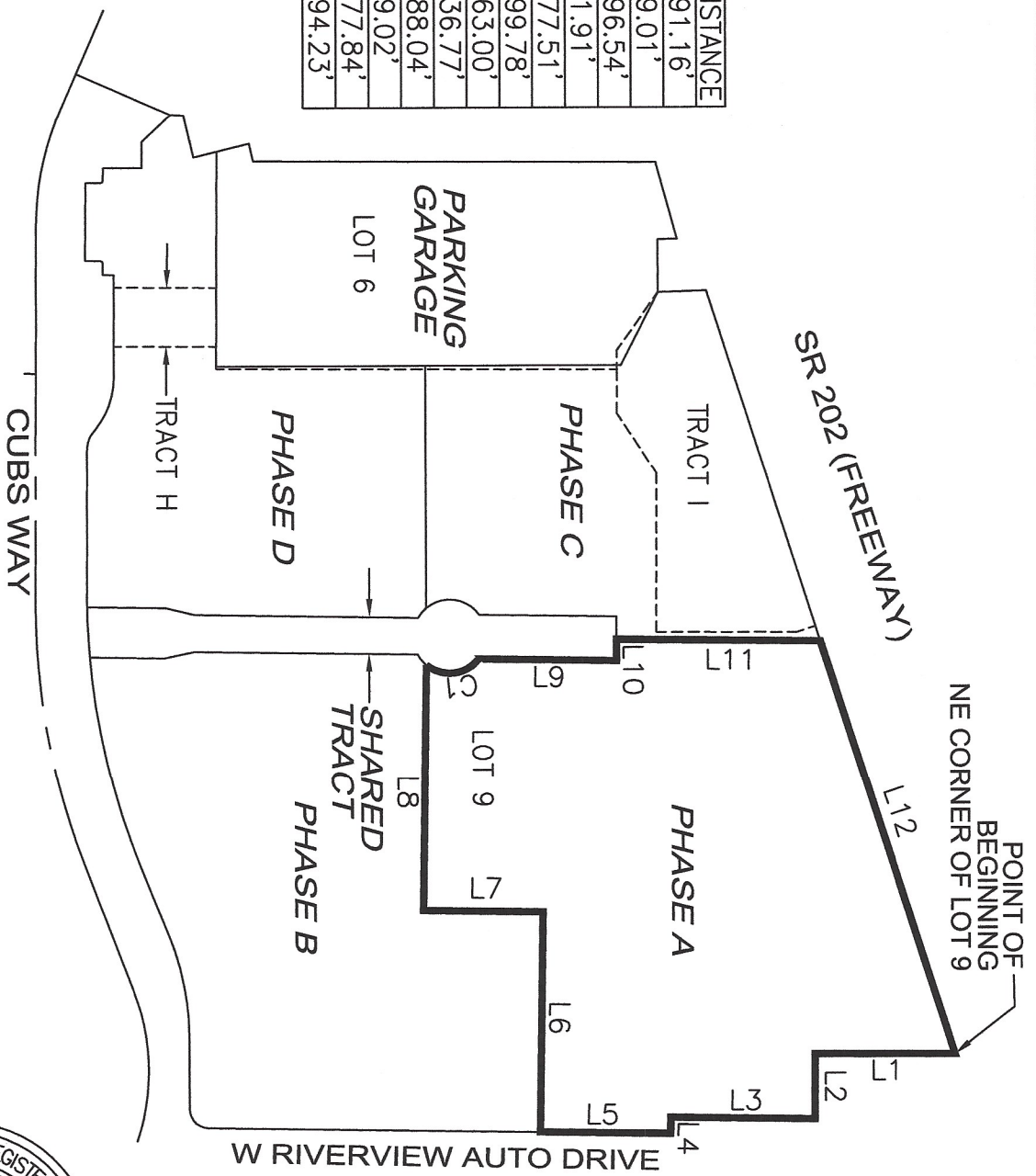
**Thence** North 72 degrees 12 minutes 46 seconds East, a distance of 594.23 feet, to the **Point of Beginning**;

Containing 354,331 Square Feet or 8.13 Acres more or less.

Subject to easements, restrictions and rights of way of record.



LINE	BEARING	DISTANCE
L1	S 00°16'05" W	191.16'
L2	S 89°43'47" E	89.01'
L3	S 00°56'17" W	196.54'
L4	S 89°03'43" E	21.91'
L5	S 00°56'17" W	177.51'
L6	N 89°03'43" W	299.78'
L7	S 00°59'23" W	163.00'
L8	N 89°03'43" W	336.77'
L9	N 00°56'17" E	188.04'
L10	N 90°00'00" W	29.02'
L11	N 00°44'09" E	277.84'
L12	N 72°12'46" E	594.23'



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	79.80'	50.00'	91°26'46"	71.60'	S 06°28'08" E

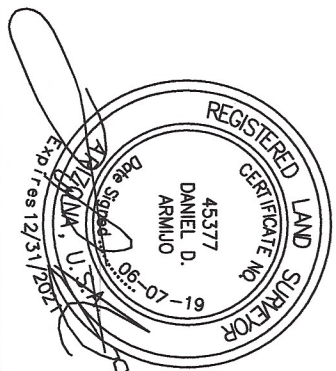
**AW LAND SURVEYING, LLC**

P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287

DRAWN BY: DDA  
CHECKED BY: DDA

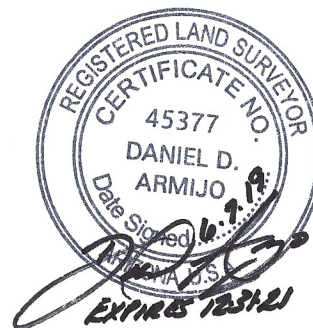
DATE: 06/07/19  
JOB NO.: 18-076

SHEET NO. 2 OF 2





P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287



June 7, 2019  
AWLS #18-076

#### Shared Tract

A portion of Lot 9 as shown on the final plat of Cubs Spring Training Facility and Riverview Park, recorded in Book 1257, Page 29, Maricopa County Records (MCR), lying within the northeast quarter of Section 18, Township 1 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**Commencing** at the northeast corner of said Lot 9;

**Thence** along the northerly line of said Lot 9, South 72 degrees 12 minutes 46 seconds West, a distance of 594.23 feet;

**Thence** leaving said northerly line, South 00 degrees 44 minutes 09 seconds West, a distance of 277.84 feet, to the **Point of Beginning**;

**Thence** North 90 degrees 00 minutes 00 seconds East, a distance of 29.02 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 188.04 feet, to the beginning of a non-tangent curve, concave westerly, having a radius of 50.00 feet, whose radius bears South 37 degrees 48 minutes 29 seconds West;

**Thence** southeasterly along said curve, an arc length of 98.72 feet, through a central angle of 113 degrees 07 minutes 48 seconds;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 304.62 feet;

**Thence** South 11 degrees 44 minutes 32 seconds East, a distance of 41.00 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 102.38 feet, to the beginning of a non-tangent curve, concave northerly, having a radius of 1000.00 feet, whose radius bears North 04 degrees 50 minutes 59 seconds West;

**Thence** southwesterly along said curve, an arc length of 68.17 feet, through a central angle of 3 degrees 54 minutes 20 seconds;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 106.94 feet;

**Thence** North 13 degrees 37 minutes 06 seconds East, a distance of 41.00 feet;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 304.62 feet, to the beginning of a non-tangent curve, concave easterly, having a radius of 50.00 feet, whose radius bears North 30 degrees 56 minutes 17 seconds East;

**Thence** northwesterly along said curve, an arc length of 98.72 feet, through a central angle of 113 degrees 07 minutes 48 seconds;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 187.06 feet;

**Thence** North 90 degrees 00 minutes 00 seconds East, a distance of 30.99 feet, to the **Point of Beginning**.

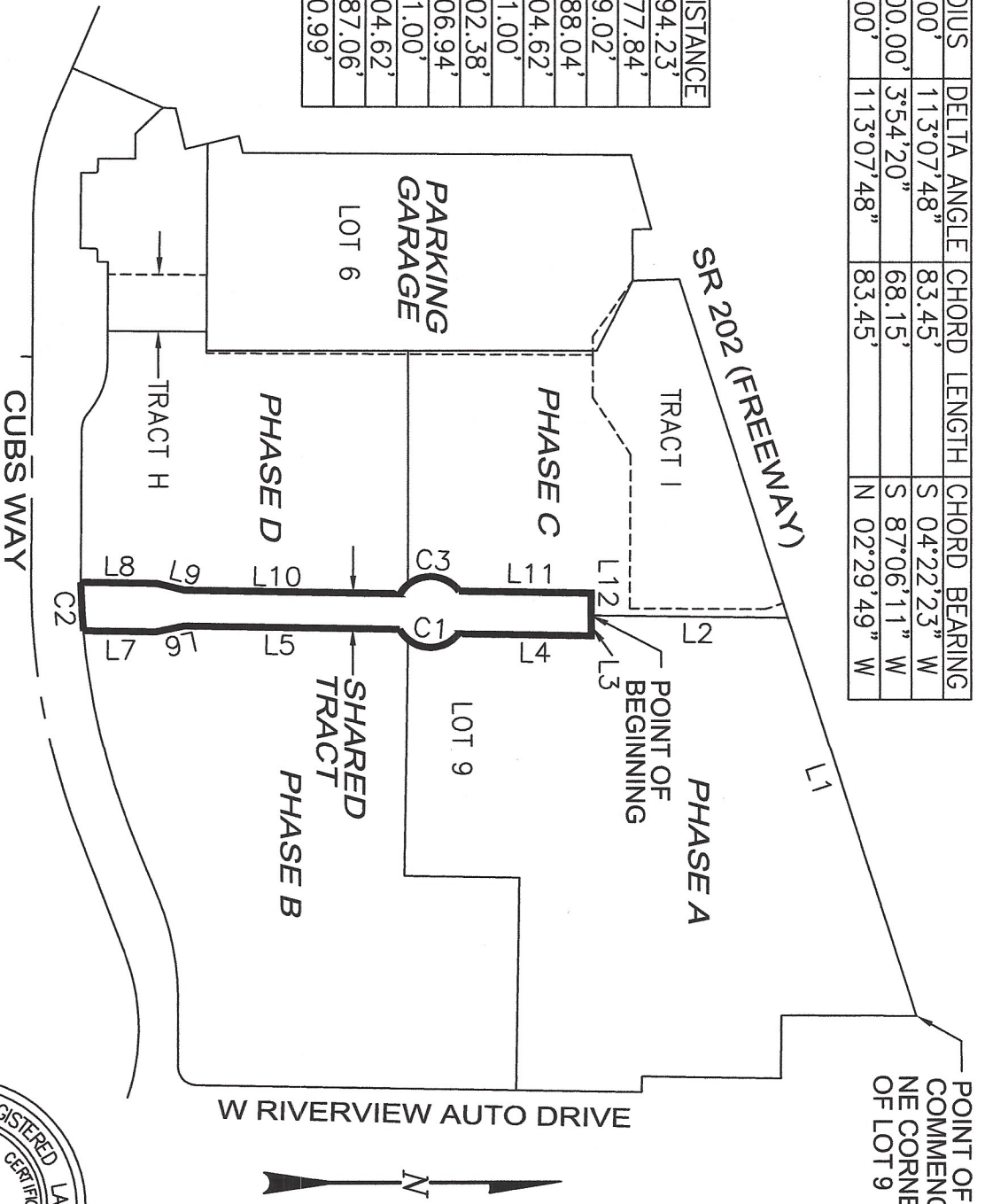
Containing 43,206 Square Feet or 0.99 Acres more or less.

Subject to easements, restrictions and rights of way of record.



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	98.72'	50.00'	113°07'48"	83.45'	S 04°22'23" W
C2	68.17'	1000.00'	3°54'20"	68.15'	S 87°06'11" W
C3	98.72'	50.00'	113°07'48"	83.45'	N 02°29'49" W

LINE	BEARING	DISTANCE
L1	S 72°12'46" W	594.23'
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L7	S 00°56'17" W	102.38'
L8	N 00°56'17" E	106.94'
L9	N 13°37'06" E	41.00'
L10	N 00°56'17" E	304.62'
L11	N 00°56'17" E	187.06'
L12	N 90°00'00" E	30.99'



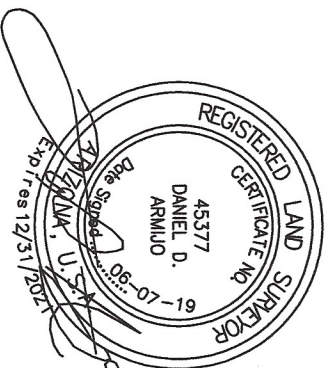
P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287

DRAWN BY: DDA  
CHECKED BY: DDA

DATE: 06/07/19

JOB NO.: 18-076

SHEET NO. 2 OF 2





WHEN RECORDED MAIL TO: **EXHIBIT I**

**City of Mesa**  
Real Estate Services  
PO Box 1466  
Mesa, Arizona 85211-1466

---

***PUBLIC UTILITIES EASEMENT***

---

Maricopa County, Arizona  
1/4, Sec. , TN, RE  
Parcel #

W \_\_\_\_\_ R \_\_\_\_\_

**GRANTOR**, (the “Grantor”), for and in consideration of the sum of One Dollar and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, does hereby grant and convey to the **CITY OF MESA**, an Arizona municipal corporation, (the “Grantee”), a permanent easement over, across, under, and upon the lands described below (the “Easement Property”) to construct, install, access, maintain, repair, reconstruct, replace, remove, operate and use for utilities and facilities (including, but not limited to, water, wastewater, gas, electric, pipes, conduit, cables, and switching equipment); conductors, cables, fiber optics, communication and signal lines; transformers, vaults, manholes; conduits, conductors, pipes, and cables; fire hydrants; and all appurtenances to all of the foregoing and all similar and related purposes to the foregoing (collectively, the “Facilities”), at such locations and elevations over, across, under, and upon the Easement Property as Grantee may now or in the future deem convenient or necessary, together with the unrestricted right of vehicular and pedestrian ingress and egress to, from and across the Easement Property. Additionally, Grantee is authorized to permit others to use the Easement Property for all uses and Facilities allowed herein.

The lands over, across, under, and upon which this Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Easement Property:** SEE ATTACHED EXHIBIT “A”

1. Grantor’s Uses. Grantor shall not, and shall not permit others to, construct, install or place any building or structure or improvement, drill any well, store materials of any kind, or alter ground level by cut or fill within the Easement Property without the prior written approval of the Grantee. Additionally, Grantor’s use of the Easement Property shall be in compliance with all applicable City of Mesa codes and ordinances as may be amended from time to time; such ordinance requirements include but are not limited to having to obtain right-of-way and/or encroachments permits, as may be applicable.

2. Improvements and Vegetation. Grantee shall have the right to remove structures and improvements on the Easement Property whenever necessary to install Facilities or use the Easement Property as permitted herein, and further shall have the right (but not the obligation) to trim, cut, and clear away trees, brush, or other vegetation on the Easement Property whenever reasonably necessary for its use, operation, maintenance of, and access to the Facilities or for safety or reliability reasons.

3. Ownership and Authority to Execute. Grantor represents and warrants that Grantor is the owner of the Easement Property. The individual(s) executing this document represents and

warrants: (i) that he or she is authorized to do so on behalf of Grantor; and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

4. Governing Law, Venue, Jurisdiction, Construction, and Severability. This instrument shall be construed in accordance with the laws of the State of Arizona. A party shall bring any action related to a dispute arising out of this Easement in a court of appropriate venue and jurisdiction in Maricopa County, State of Arizona. The rule of strict construction shall not apply to this instrument. This instrument shall be given a reasonable construction so that the intention of the parties is implemented. If any provision of this Easement is or becomes illegal, or is found to be null or void for any reason, or is held unenforceable by a court of competent jurisdiction, the remaining portions of the Easement shall remain in full force and effect.

5. Amendments. This Easement may be amended only by recording, in the office of the Recorder of Maricopa County, Arizona, an instrument in writing reciting such amendment, bearing the acknowledged signatures of both parties hereto, or their successors and assigns.

6. Running of Benefits and Burdens. The benefits and burdens, and the covenants and agreements in this Easement shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on, Grantee and Grantor and their respective successors and assigns.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused its name to be executed by its duly authorized representative(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Public Utilities Easement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, acting as \_\_\_\_\_, for \_\_\_\_\_, who executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Notary Stamp/Seal)

**Note:** This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and/or (A)(3).

# EXHIBIT J

**When Recorded Return To:**

City of Mesa  
Real Estate Services  
Mail Stop 9909, PO Box 1466  
Mesa, Arizona 85211-1466

SPACE ABOVE THIS LINE  
FOR RECORDER'S USE

## PARKING EASEMENT

This Parking Easement (this “**Easement**”), is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Mesa, a municipal corporation (“**Grantee**”) and \_\_\_\_\_ (“**Grantor**”).

## RECITALS

- A. Grantor has purchased certain City-owned property located generally north and northeast of the intersection of North Riverview Drive and Cubs Way in Mesa, Arizona (the “**Parcel**”).
- B. Grantor plans to develop the Parcel as part of a phased Class-A mixed-use commercial project (the “**Project**”), pursuant to the terms and conditions set forth in that certain Development Agreement between Grantor and Grantee, recorded on the Parcel simultaneously with this Easement (the “**Development Agreement**”).
- C. The Parcel is located near a City-owned baseball stadium (the “**Stadium**”), and is subject to that certain Facilities Use Agreement, dated as of November 30, 2011, by and between the City and Chicago Cubs Baseball Club, LLC, a Delaware limited liability company, recorded on December 6, 2011 as Instrument No. 2011-1004062, Official Records of Maricopa County, Arizona, as subsequently amended pursuant to First Amendment recorded on January 3, 2014 as Instrument No. 2014-0005366, Official Records of Maricopa County, Arizona, by that Second Amendment recorded on February 13, 2017 as Instrument No. 2017-0104677, Official Records of Maricopa County, Arizona, and by that Third Amendment recorded on January 29, 2018 as Instrument No. 2018-0071002, Official Records of Maricopa County, Arizona, (“the **FUA**”) which requires that a certain number of parking spaces on the properties in the vicinity of the Stadium be reserved to support parking for patrons attending baseball games played at the Stadium (“**Spring Training Games**”) and other, non-City sponsored events at the Stadium (“**Stadium Events**”). Grantee’s decision to sell the Parcel to Grantor was conditioned upon a guarantee that the Parcel would continue to be used in support of Spring Training Games and Stadium Events in satisfaction of the FUA.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees, as follows:

1. Grant of Easement. Grantor grants to Grantee, without cost, a perpetual, non-exclusive easement over, upon, and across the Parcel, which is legally described on the attached Exhibit A, for the use of 375 parking spaces (the “**375 Spaces**”), including all access necessary for vehicle ingress and egress, vehicle parking, and pedestrian access by members of the public. Grantee shall have the exclusive right to use the 375 Spaces for two hours prior to and two hours following all Spring Training Games (up to twenty (20) per year), all Stadium Events, up to five (5) City-sponsored public events per year during business hours, and all City-sponsored public events outside of business hours (collectively, “**Parking Events**”). Additionally, Grantee shall have the right to charge for use of the 375 Spaces during Parking Events, and any revenue derived therefrom shall be Grantee’s.

2. Location of Parking Spaces. The Parties shall confer in good faith to agree upon the location of the 375 Spaces for each calendar year. If, however, the Parties have not agreed upon the location of the 375 Spaces for the upcoming year by January 15<sup>th</sup> of each year, then Grantee shall have the sole and exclusive right to self-designate the location. The 375 Spaces may be located on a combination of surface and garage parking, provided that the 375 Spaces shall be designated in a compact, reasonably contiguous area that facilitates the ingress and egress of traffic for large events.

3. Encumbrance. This Easement and the rights and obligations created and granted herein shall run with the land as a burden upon the Parcel, for the benefit of Grantee, adjacent City park properties, and City-owned properties subject to the FUA.

4. Use by the Grantor. Grantor reserves the right to the use and enjoyment of the Parcel, so long as such use and enjoyment does not interfere with Grantee’s rights as provided herein, and is otherwise in compliance with the terms of the Development Agreement.

5. Waiver of Claims. Grantor, as the fee owner of the Parcel, and on behalf of itself and its successors and assigns, hereby waives and releases any and all claims, demands, suits, or rights of action resulting from Grantee’s use of this Easement including, but not limited to claims for damages. Additionally, Grantor covenants and agrees that all leases to any portion of the Parcel shall contain a provision providing that such lease and the rights to the tenant or sub-tenant thereunder are subject to all matters of record, which shall include this Easement.

6. Insurance. Grantor and any future owner or operator of the Parcel shall, at its own expense and at all times, maintain insurance on the Parking Spaces against claims for injury to persons or damage to property which may arise from or in connection to parking activities and/or criminal acts. Such policies shall provide, at minimum, \$3,000,000.00 in coverage from insurance companies authorized to do business in the state of Arizona, and annually Grantor shall provide Grantee with a Certificate of Insurance with applicable endorsements naming the Grantee, its agents, officers, elected officials, volunteers and employees as additional insured up to the full coverage limit. Grantor’s insurance policies shall be primary, and must contain a

waiver of transfer rights of recovery (waiver of subrogation) against the Grantee, its agents, officers, elected officials, employees, and volunteers.

7. Obligation During Construction. So long as Grantor is not in breach of the Development Agreement, then Grantor's compliance with the Initial Parking Plan outlined in the Development Agreement shall satisfy the obligations of this Easement during construction of the Project.

8. Grantor's Obligation for Maintenance and Repair. Grantor, at its sole cost and expense and at all times, shall maintain the Parking Spaces and all of its facilities therein in good and safe condition.

9. Severability. In the event that any provision of this Easement shall be held to be invalid, inoperative, or unenforceable, the remainder of this Easement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

10. Governing Law and Venue. This Easement shall be governed and construed in accordance with Arizona law. Grantor agrees that a lawsuit filed to enforce or interpret this Easement must be filed in the Superior Court in Maricopa County, Arizona.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor as executed this Parking Easement as of the date first written above.

**GRANTOR:**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA   )

The foregoing Parking Easement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, its \_\_\_\_\_ of ENTITY.

\_\_\_\_\_  
Notary Public

My commission expires:

EXHIBIT A  
[on following pages]

# EXHIBIT A to Parking Easement



June 7, 2019  
AWLS #18-076

## Phase A

A portion of Lot 9 as shown on the final plat of Cubs Spring Training Facility and Riverview Park, recorded in Book 1257, Page 29, Maricopa County Records (MCR), lying within the northeast quarter of Section 18, Township 1 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**Beginning** at the northeast corner of said Lot 9;

**Thence** along the easterly line of said Lot 9, South 00 degrees 16 minutes 05 seconds West, a distance of 191.16 feet;

**Thence** South 89 degrees 43 minutes 47 seconds East, a distance of 89.01 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 196.54 feet;

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**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 177.51 feet;

**Thence** leaving said easterly line, North 89 degrees 03 minutes 43 seconds West, a distance of 299.78 feet;

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**Thence** North 90 degrees 00 minutes 00 seconds West, a distance of 29.02 feet;

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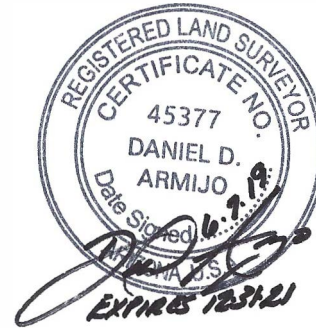
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P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287



June 7, 2019  
AWLS #18-076

### Shared Tract

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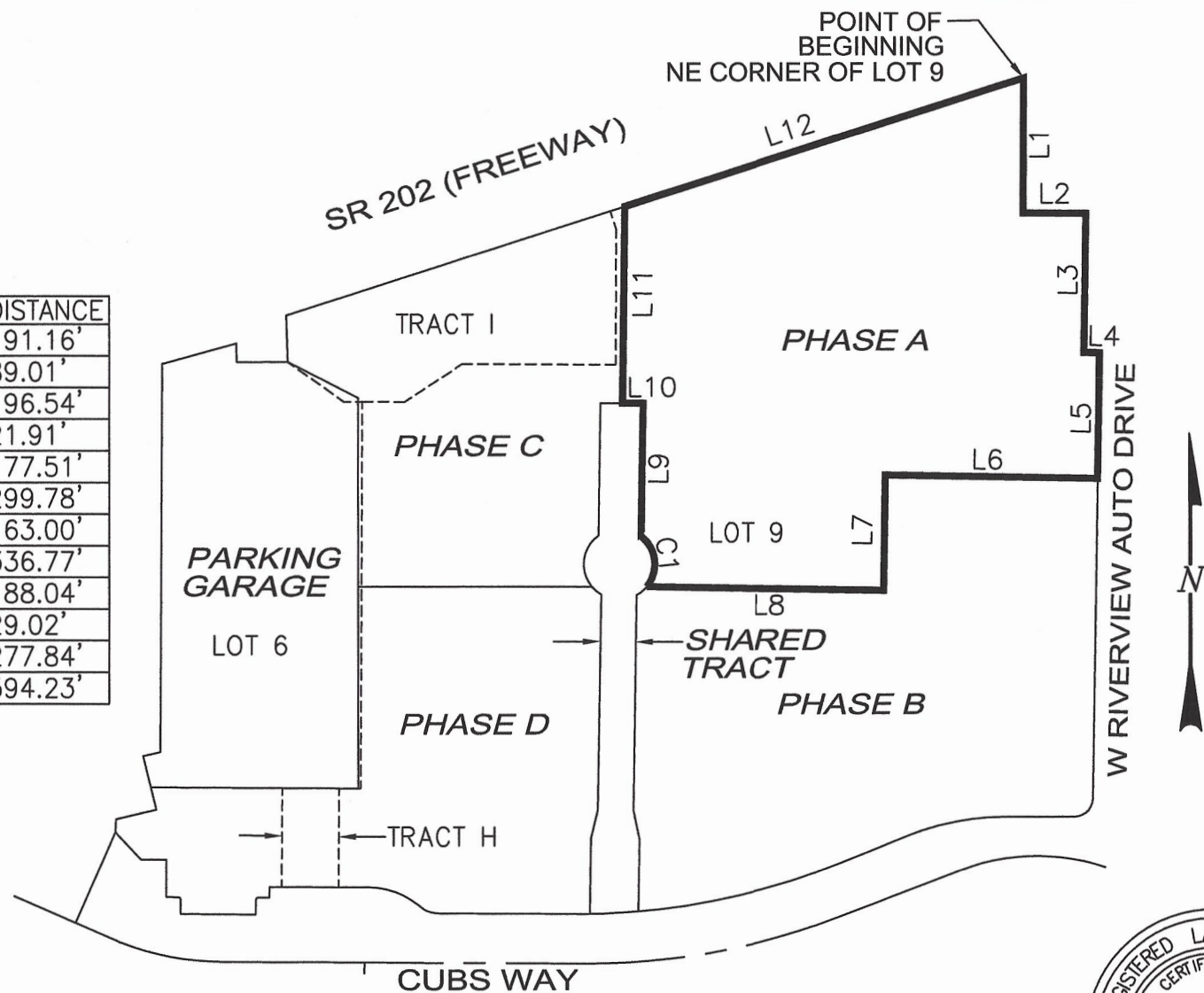
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**Thence** North 90 degrees 00 minutes 00 seconds East, a distance of 30.99 feet, to the **Point of Beginning**.

Containing 43,206 Square Feet or 0.99 Acres more or less.  
Subject to easements, restrictions and rights of way of record.

# EXHIBIT C-1

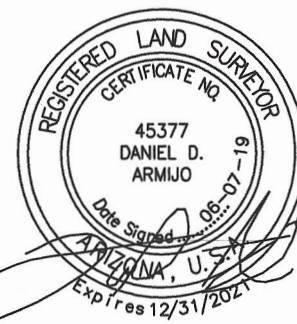
LINE	BEARING	DISTANCE
L1	S 00°16'05" W	191.16'
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C1	79.80'	50.00'	91°26'46"	71.60'	S 06°28'08" E



P.O. BOX 2170, CHANDLER, AZ 85244  
 (480) 244-7630 (480) 243-4287



DRAWN BY:  
DDA

CHECKED BY:  
DDA

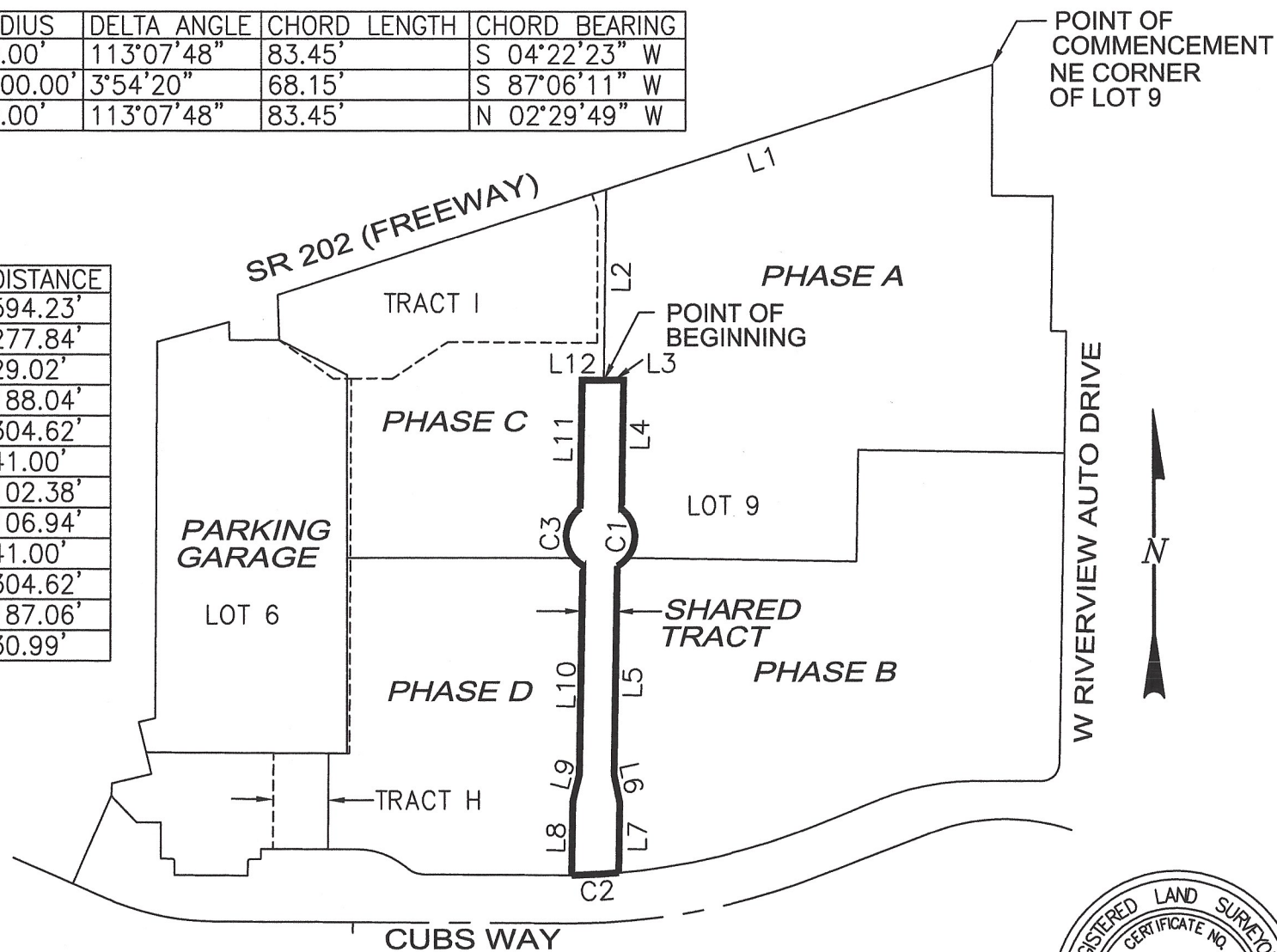
DATE: 06/07/19

JOB NO.: 18-076

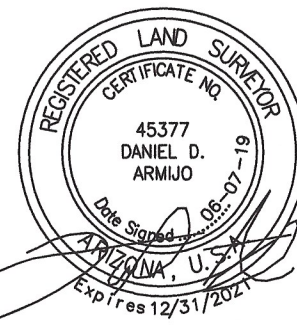
SHEET NO. **2 OF 2**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	98.72'	50.00'	113°07'48"	83.45'	S 04°22'23" W
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L7	S 00°56'17" W	102.38'
L8	N 00°56'17" E	106.94'
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L12	N 90°00'00" E	30.99'



P.O. BOX 2170, CHANDLER, AZ 85244  
 (480) 244-7630 (480) 243-4287



DRAWN BY:  
DDA

CHECKED BY:  
DDA

DATE: 06/07/19

JOB NO.: 18-076

SHEET NO. **2 OF 2**

# EXHIBIT K

When recorded return to:

CITY OF MESA

Real Estate Services

P. O. Box 1466

Mesa, AZ 85211-1466

APN:

¼, Sec. , T, R

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## DRAINAGE EASEMENT

---

In consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged,

<<MARK>>

as Grantor(s), hereby grant the **CITY OF MESA, an Arizona municipal corporation**, as Grantee, its successors and assigns, an easement for drainage and storm water runoff on the following described premises situated in Maricopa County, Arizona:

**See Exhibit “A” attached hereto and by this reference made a part hereof**

together with the right of ingress and egress to said property to construct, install, maintain, repair, and replace said drainage facilities on the above described property. The easement area described herein shall accept storm water runoff from City-owned property and public rights of way, per approved improvement plans on file with the City of Mesa, and with the Owner’s consent.

The Easement Property and any drainage facilities installed therein shall be maintained at all times solely and exclusively by the Grantor or by one or more successors or assigns designated by Grantor at the Grantor’s, its successor’s or assign’s sole expense.

Grantee shall not be liable for any expense, charge, claim, demand, lawsuit, or damage arising from the use of the easement property for drainage and storm water runoff.

Grantor expressly agrees to indemnify, defend, and hold harmless Grantee, its Mayor, City Manager, members of Council, members of Boards or Commissions, elected or appointed officials, agents, employees and duly authorized representatives from any and all liability, claims, or demands on account of, arising out of, or related to, any injury or loss resulting from Grantee’s exercise or use of rights granted herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

{00311647.1}

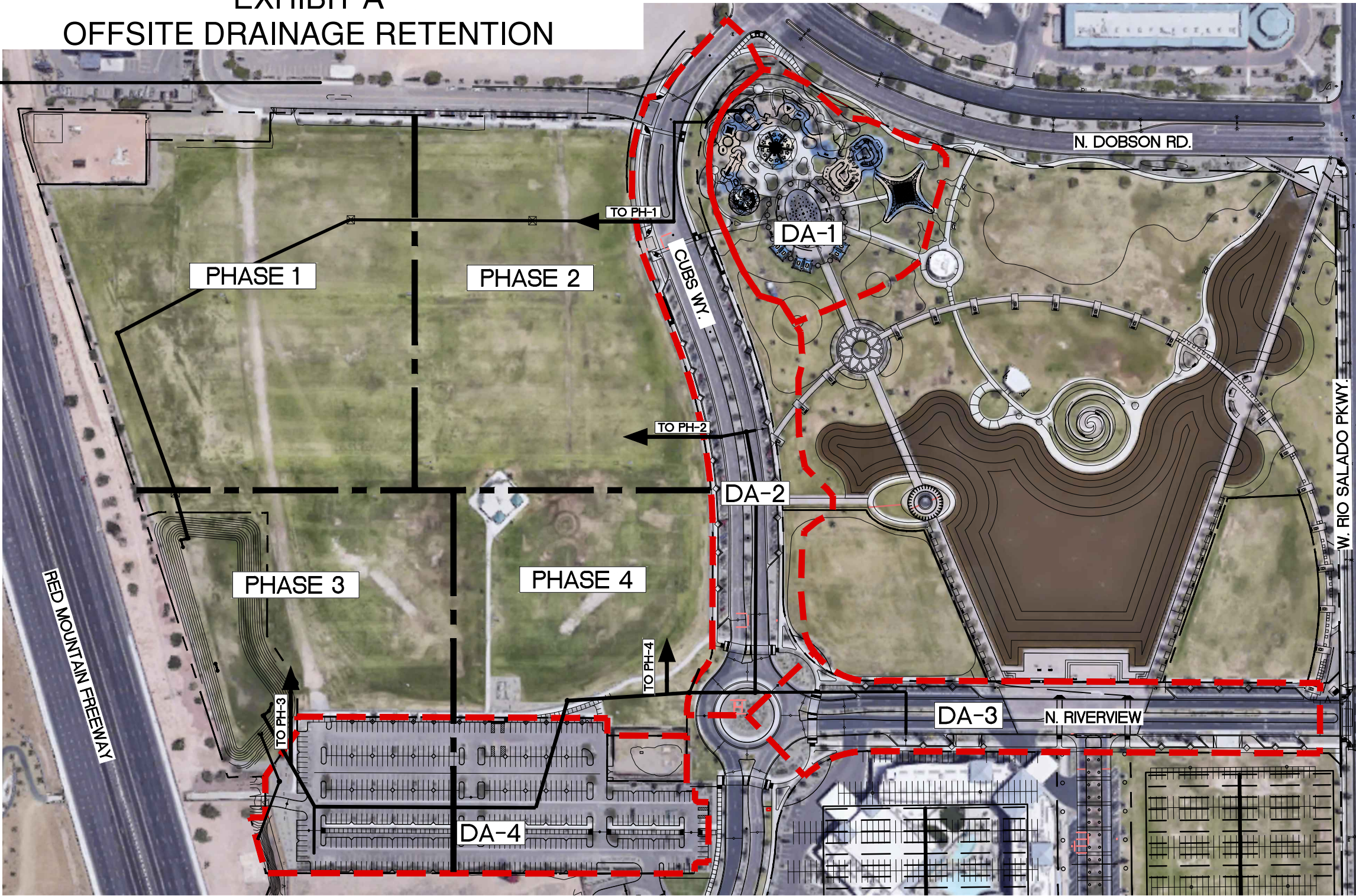




EXHIBIT A  
OFFSITE DRAINAGE RETENTION



NORTH  
SCALE: 1" = 200'



- SEPARATE BASINS MUST BE PROVIDED FOR OFF-SITE AND ON-SITE FLOWS
- DEVELOPER MUST PROVIDE DRAINAGE EASEMENTS FOR EACH PARCEL, BUT THE SPECIFIC LOCATION OF THOSE EASEMENT RIGHTS MAY BE NARROWED THROUGH A DRAINAGE PLAN APPROVED BY THE CITY ENGINEER.
- DEVELOPER AND ITS SUCCESSORS OR ASSIGNS SHALL BE RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF ALL DRAINAGE FACILITIES.
- FINAL OUTFALL LOCATIONS MUST BE APPROVED BY ALL APPLICABLE REGULATORY AUTHORITIES, AND SHALL BE REFLECTED ON A DRAINAGE PLAN APPROVED BY THE CITY ENGINEER.
- BASINS WILL BLEED-OFF USING DRYWELLS.

RETENTION BASIN VOLUME CALCULATIONS FOR OFF-SITE AREAS							
PHASE	DRAINAGE AREA	INTERIM CONDITION/NOTES	AREA (ft <sup>2</sup> )	AREA (ac)	C	*D (in)	V <sub>required</sub> (Plus 5%) (ft <sup>3</sup> )
1	DA-1	DA-2 must be re-routed to existing basin or to temp basin in PH2	124450	2.86	0.80	2.20	19,165
2	DA-2	Existing Storm Drain to be capped in road to keep from going west	196400	4.51	0.80	2.20	30,246
Total for DA-1 and DA-2 (Could be divided into two equal parts and distributed evenly between Phase 1 and Phase 2)							49,411
3	DA-4	DA-3 must be routed to a temp basin in PH4	201700	4.63	0.80	2.20	31,062
4	DA-3		126800	2.91	0.80	2.20	19,527
Total for DA-3 and DA-4 (Could be divided into two equal parts and distributed evenly between Phase 3 and Phase 4)							50,589
TOTAL VOLUME REQUIRED							100,000



# EXHIBIT L

THIS FORM MAY BE SUBJECT TO FURTHER NEGOTIATION PRIOR TO EXECUTION

When recorded return to:  
CITY OF MESA  
Real Estate Services  
P. O. Box 1466  
Mesa, AZ 85211-1466

---

## INGRESS AND EGRESS EASEMENT

---

APN:

In consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged,

as Grantor(s), do hereby grant the City of Mesa, Arizona, hereinafter called the City, its successors and assigns, a permanent easement for the unrestricted right of vehicular and pedestrian ingress and egress to, from and across the following described premises situated in Maricopa County, Arizona:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF**

This easement is intended to, and shall, be appurtenant and run with the land.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

## **EXHIBIT M – Ground and Parking Lease**

See Separate Attached File for  
Full Ground and Parking Lease and  
corresponding Exhibits.

# EXHIBIT N

When recorded, return to:

Jeffrey J. Miller, Esq.  
Gammage & Burnham PLC  
Two North Central Avenue  
18<sup>th</sup> Floor  
Phoenix, Arizona 85004

## MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT ("Memorandum") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Seller"), and \_\_\_\_\_, a \_\_\_\_\_ ("Purchaser").

1. Seller and Purchaser entered into that Purchase Agreement dated as of \_\_\_\_\_, whereby Seller agreed to sell, and Purchaser agreed to purchase, that real property legally described in ***Exhibit "A"*** attached hereto and incorporated herein by this reference (the "Property").

2. This Memorandum is being recorded in the Official Records of Maricopa County, Arizona for the purpose of providing notice of the rights of Purchaser to purchase the Property.

3. A fully-executed copy of the Purchase Agreement is in the possession of each of the parties hereto and in the possession of \_\_\_\_\_, as Escrow Agent, at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

4. In the event that the Purchase Agreement is properly terminated, Escrow Agent is authorized to record a Quit-claim Deed and Notice of Termination of Purchase Agreement, which Quit-claim Deed and Notice of Termination of Purchase Agreement has been executed by Purchaser and delivered to Escrow Agent simultaneously with the execution of this Memorandum.

*[END OF TEXT]*



IN WITNESS WHEREOF, this Memorandum has been executed as of  
the day and year first above written.

"SELLER"

\_\_\_\_\_,  
a \_\_\_\_\_

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

"PURCHASER"

\_\_\_\_\_,  
a \_\_\_\_\_

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

STATE OF \_\_\_\_\_)  
\_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the  
undersigned \_\_\_\_\_ officer, \_\_\_\_\_ personally \_\_\_\_\_ appeared  
\_\_\_\_\_, who  
acknowledged him/herself to be \_\_\_\_\_ of  
\_\_\_\_\_, \_\_\_\_\_:

\_\_\_\_\_ whom I know personally;  
\_\_\_\_\_ whose identity was proven to me on the oath of  
\_\_\_\_\_, a credible witness by me duly sworn;  
\_\_\_\_\_ whose identity I verified on the basis of his/her  
\_\_\_\_\_.

and s/he, in such capacity, being authorized so to do, executed the foregoing  
instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_)  
\_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the  
undersigned \_\_\_\_\_ officer, \_\_\_\_\_ personally \_\_\_\_\_ appeared  
\_\_\_\_\_, who  
acknowledged him/herself to be \_\_\_\_\_ of  
\_\_\_\_\_, \_\_\_\_\_:

\_\_\_\_\_ whom I know personally;  
\_\_\_\_\_ whose identity was proven to me on the oath of  
\_\_\_\_\_, a credible witness by me duly sworn;  
\_\_\_\_\_ whose identity I verified on the basis of his/her  
\_\_\_\_\_.

and s/he, in such capacity, being authorized so to do, executed the foregoing  
instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

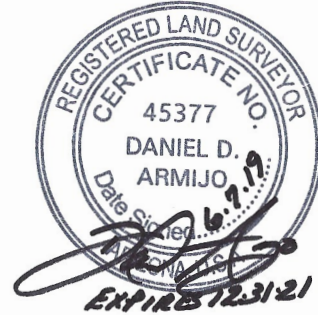
NOTARY SEAL:

\_\_\_\_\_  
Notary Public

# EXHIBIT A to Memorandum of Purchase Agreement



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287



June 7, 2019  
AWLS #18-076

## Phase A

A portion of Lot 9 as shown on the final plat of Cubs Spring Training Facility and Riverview Park, recorded in Book 1257, Page 29, Maricopa County Records (MCR), lying within the northeast quarter of Section 18, Township 1 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**Beginning** at the northeast corner of said Lot 9;

**Thence** along the easterly line of said Lot 9, South 00 degrees 16 minutes 05 seconds West, a distance of 191.16 feet;

**Thence** South 89 degrees 43 minutes 47 seconds East, a distance of 89.01 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 196.54 feet;

**Thence** South 89 degrees 03 minutes 43 seconds East, a distance of 21.91 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 177.51 feet;

**Thence** leaving said easterly line, North 89 degrees 03 minutes 43 seconds West, a distance of 299.78 feet;

**Thence** South 00 degrees 59 minutes 23 seconds West, a distance of 163.00 feet;

**Thence** North 89 degrees 03 minutes 43 seconds West, a distance of 336.77 feet, to the beginning of a non-tangent curve, concave westerly, having a radius of 50.00 feet, whose radius bears North 50 degrees 44 minutes 45 seconds West;

**Thence** northerly along said curve, an arc length of 79.80 feet, through a central angle of 91 degrees 26 minutes 46 seconds;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 188.04 feet;

**Thence** North 90 degrees 00 minutes 00 seconds West, a distance of 29.02 feet;

**Thence** North 00 degrees 44 minutes 09 seconds East, a distance of 277.84 feet, to the northerly line of said Lot 9;

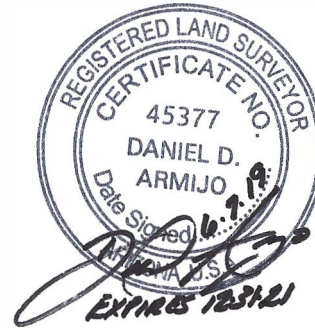
**Thence** North 72 degrees 12 minutes 46 seconds East, a distance of 594.23 feet, to the **Point of Beginning**;

Containing 354,331 Square Feet or 8.13 Acres more or less.

Subject to easements, restrictions and rights of way of record.



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287



June 7, 2019  
AWLS #18-076

### Shared Tract

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**Commencing** at the northeast corner of said Lot 9;

**Thence** along the northerly line of said Lot 9, South 72 degrees 12 minutes 46 seconds West, a distance of 594.23 feet;

**Thence** leaving said northerly line, South 00 degrees 44 minutes 09 seconds West, a distance of 277.84 feet, to the **Point of Beginning**;

**Thence** North 90 degrees 00 minutes 00 seconds East, a distance of 29.02 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 188.04 feet, to the beginning of a non-tangent curve, concave westerly, having a radius of 50.00 feet, whose radius bears South 37 degrees 48 minutes 29 seconds West;

**Thence** southeasterly along said curve, an arc length of 98.72 feet, through a central angle of 113 degrees 07 minutes 48 seconds;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 304.62 feet;

**Thence** South 11 degrees 44 minutes 32 seconds East, a distance of 41.00 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 102.38 feet, to the beginning of a non-tangent curve, concave northerly, having a radius of 1000.00 feet, whose radius bears North 04 degrees 50 minutes 59 seconds West;

**Thence** southwesterly along said curve, an arc length of 68.17 feet, through a central angle of 3 degrees 54 minutes 20 seconds;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 106.94 feet;

**Thence** North 13 degrees 37 minutes 06 seconds East, a distance of 41.00 feet;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 304.62 feet, to the beginning of a non-tangent curve, concave easterly, having a radius of 50.00 feet, whose radius bears North 30 degrees 56 minutes 17 seconds East;

**Thence** northwesterly along said curve, an arc length of 98.72 feet, through a central angle of 113 degrees 07 minutes 48 seconds;

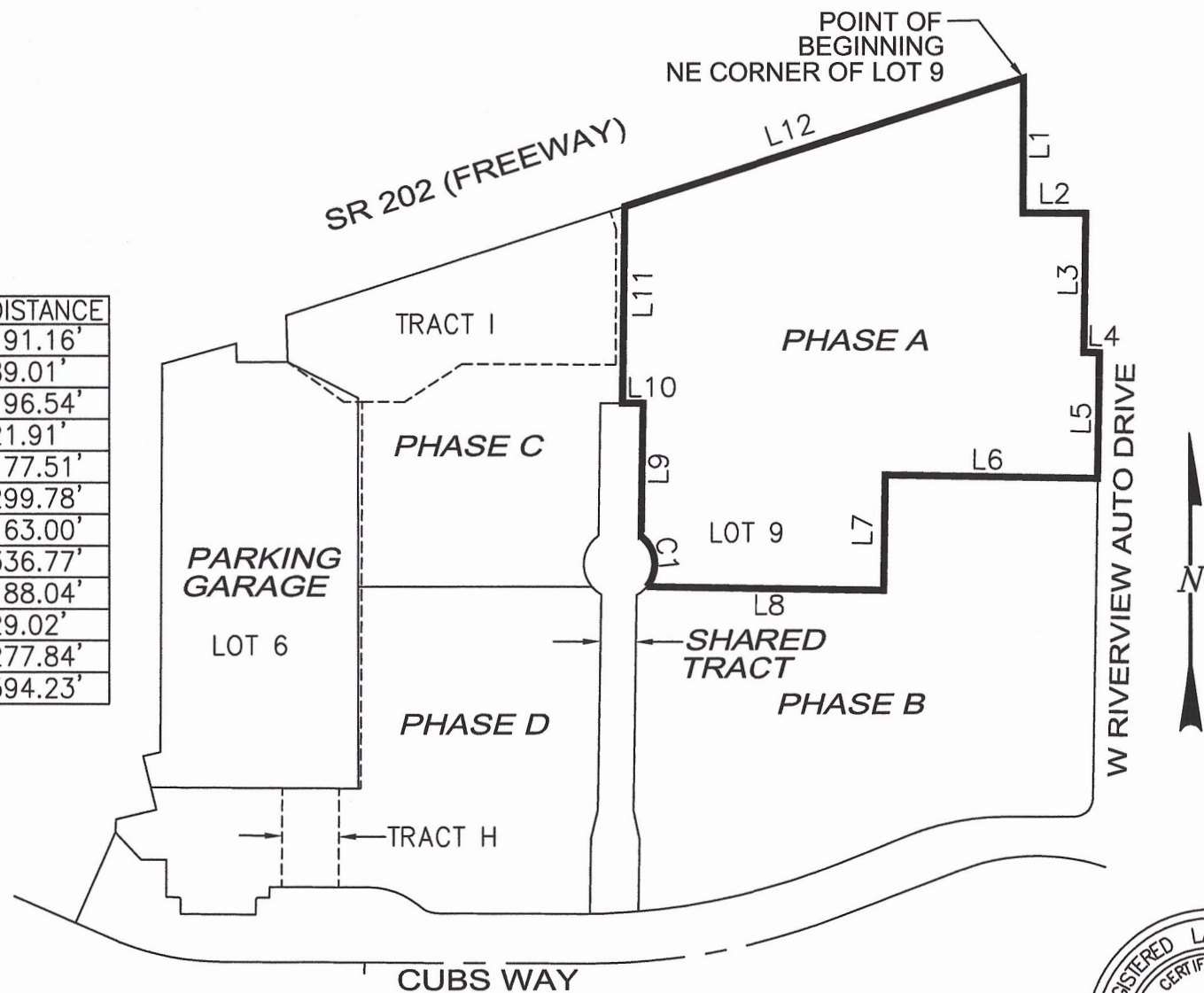
**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 187.06 feet;

**Thence** North 90 degrees 00 minutes 00 seconds East, a distance of 30.99 feet, to the **Point of Beginning**.

Containing 43,206 Square Feet or 0.99 Acres more or less.  
Subject to easements, restrictions and rights of way of record.

# EXHIBIT C-1

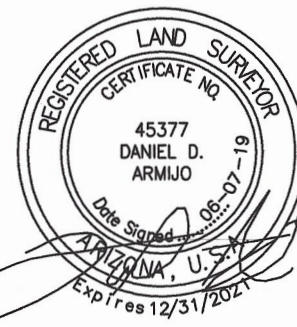
LINE	BEARING	DISTANCE
L1	S 00°16'05" W	191.16'
L2	S 89°43'47" E	89.01'
L3	S 00°56'17" W	196.54'
L4	S 89°03'43" E	21.91'
L5	S 00°56'17" W	177.51'
L6	N 89°03'43" W	299.78'
L7	S 00°59'23" W	163.00'
L8	N 89°03'43" W	336.77'
L9	N 00°56'17" E	188.04'
L10	N 90°00'00" W	29.02'
L11	N 00°44'09" E	277.84'
L12	N 72°12'46" E	594.23'



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	79.80'	50.00'	91°26'46"	71.60'	S 06°28'08" E

**AW**  
**LAND**  
**SURVEYING, LLC**

P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287



DRAWN BY:  
DDA

CHECKED BY:  
DDA

DATE: 06/07/19

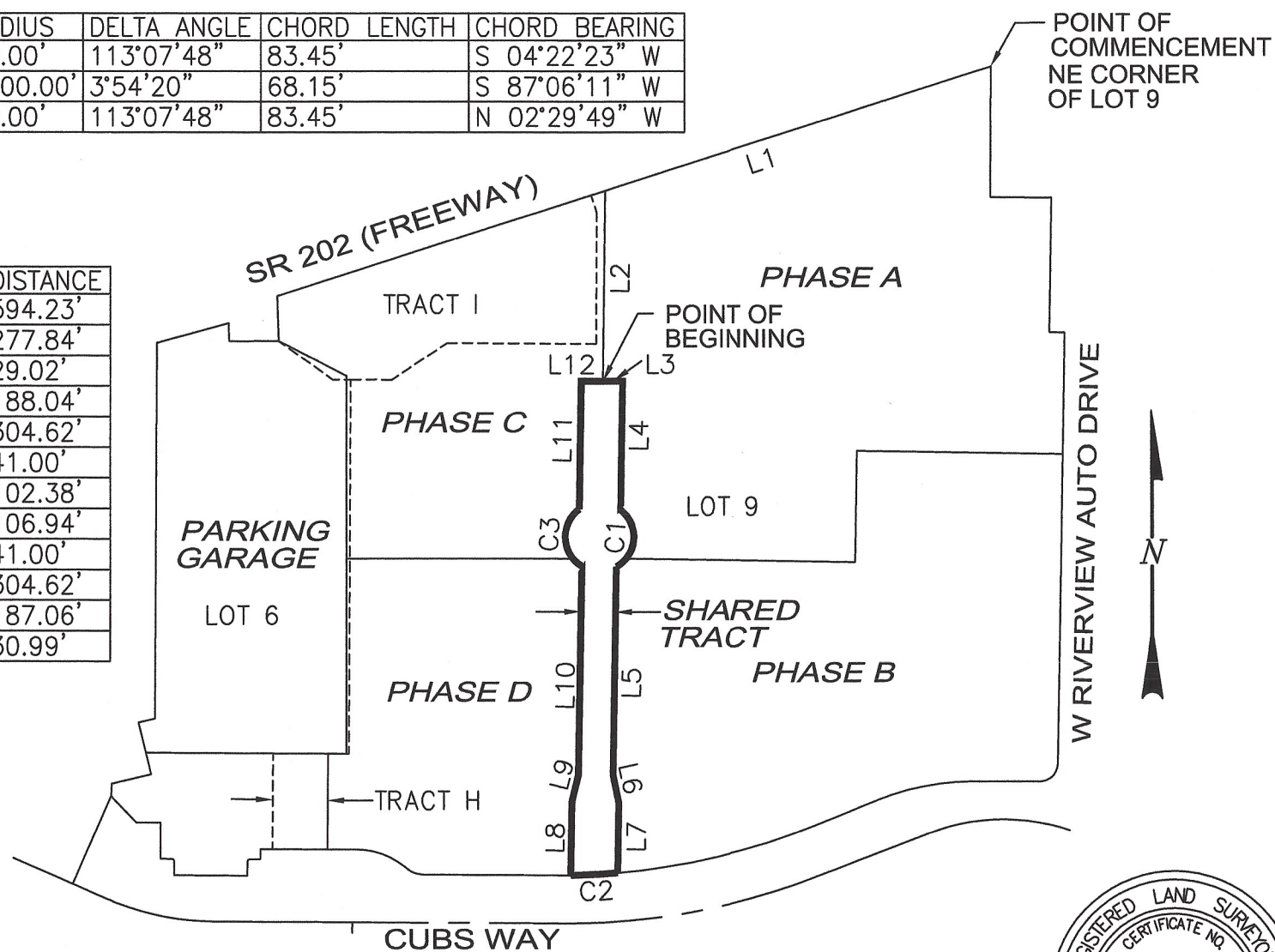
JOB NO.: 18-076

SHEET NO. **2 OF 2**



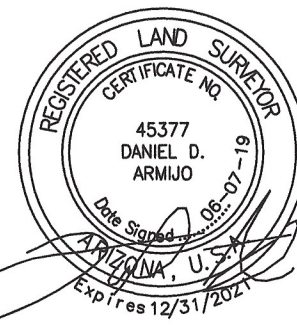
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	98.72'	50.00'	113°07'48"	83.45'	S 04°22'23" W
C2	68.17'	1000.00'	3°54'20"	68.15'	S 87°06'11" W
C3	98.72'	50.00'	113°07'48"	83.45'	N 02°29'49" W

LINE	BEARING	DISTANCE
L1	S 72°12'46" W	594.23'
L2	S 00°44'09" W	277.84'
L3	N 90°00'00" E	29.02'
L4	S 00°56'17" W	188.04'
L5	S 00°56'17" W	304.62'
L6	S 11°44'32" E	41.00'
L7	S 00°56'17" W	102.38'
L8	N 00°56'17" E	106.94'
L9	N 13°37'06" E	41.00'
L10	N 00°56'17" E	304.62'
L11	N 00°56'17" E	187.06'
L12	N 90°00'00" E	30.99'



**AW**  
**LAND**  
**SURVEYING, LLC**

P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287



DRAWN BY:  
DDA

CHECKED BY:  
DDA

DATE: 06/07/19

JOB NO.: 18-076

SHEET NO. **2 OF 2**

# EXHIBIT O

When recorded return to:  
CITY OF MESA  
Real Estate Services  
P. O. Box 1466  
Mesa, AZ 85211-1466

APN:

## **QUIT CLAIM DEED**

AFFIDAVIT EXEMPT ARS 11-1134 A3

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the \_\_\_\_\_, (“Grantor”), hereby quitclaims to the **CITY OF MESA**, an Arizona municipal corporation (“Grantee”), without covenant or warranty of any kind whatsoever, all the right, title, interest and claim which Grantor has in and to the following real property situated in Maricopa County, Arizona:

**See Exhibit “A” attached hereto and by this reference made a part hereof**

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARIZONA                    )  
  ) ss  
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_ of the \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

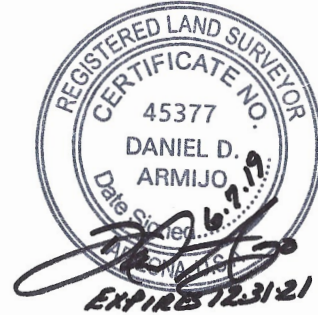
\_\_\_\_\_



# EXHIBIT A to Quit Claim Deed



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287



June 7, 2019  
AWLS #18-076

## Phase A

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**Thence** South 00 degrees 59 minutes 23 seconds West, a distance of 163.00 feet;

**Thence** North 89 degrees 03 minutes 43 seconds West, a distance of 336.77 feet, to the beginning of a non-tangent curve, concave westerly, having a radius of 50.00 feet, whose radius bears North 50 degrees 44 minutes 45 seconds West;

**Thence** northerly along said curve, an arc length of 79.80 feet, through a central angle of 91 degrees 26 minutes 46 seconds;

**Thence** North 00 degrees 56 minutes 17 seconds East, a distance of 188.04 feet;

**Thence** North 90 degrees 00 minutes 00 seconds West, a distance of 29.02 feet;

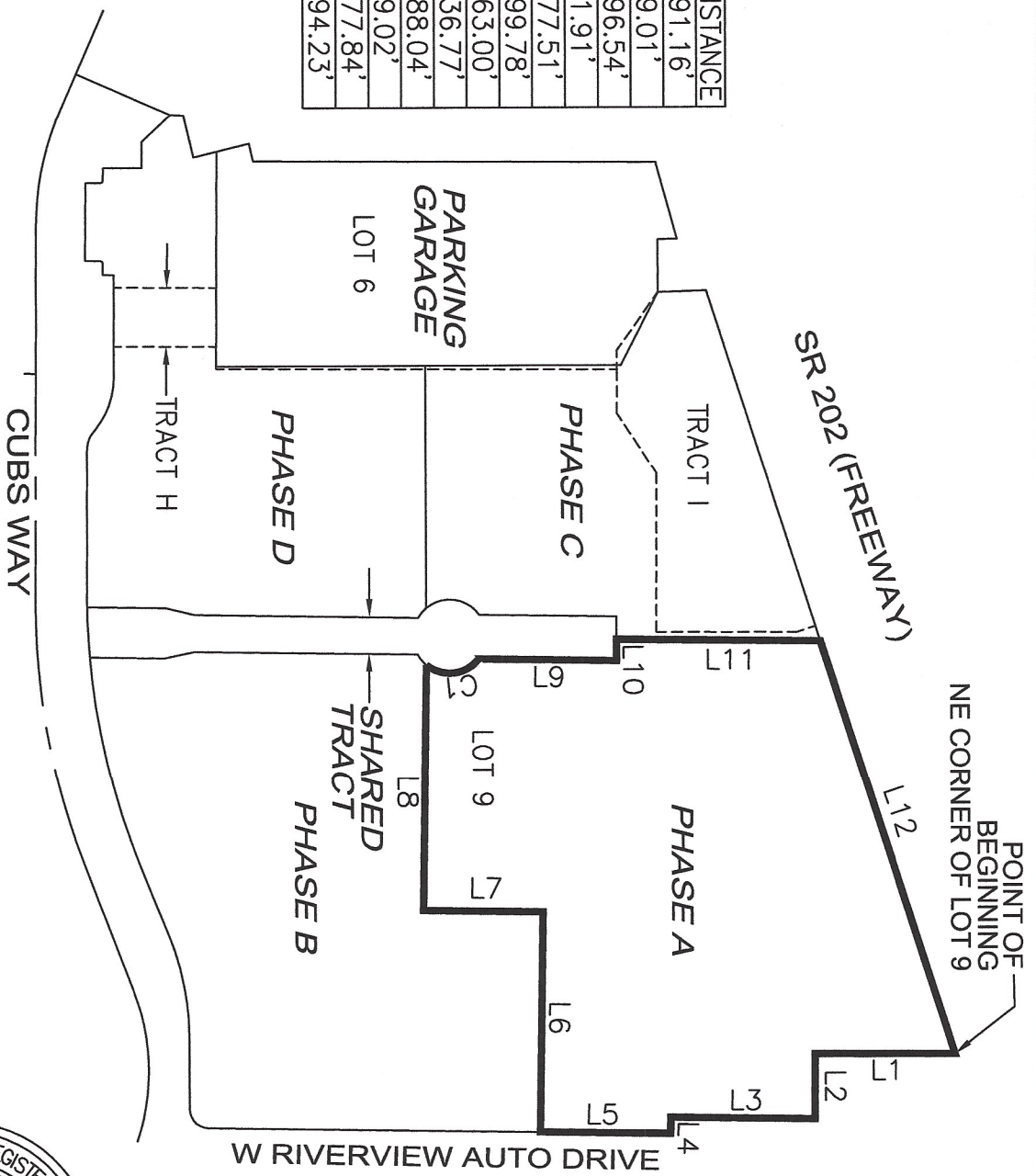
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**Thence** North 72 degrees 12 minutes 46 seconds East, a distance of 594.23 feet, to the **Point of Beginning**;

Containing 354,331 Square Feet or 8.13 Acres more or less.

Subject to easements, restrictions and rights of way of record.

LINE	BEARING	DISTANCE
L1	S 00°16'05" W	191.16'
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L6	N 89°03'43" W	299.78'
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CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	79.80'	50.00'	91°26'46"	71.60'	S 06°28'08" E

**AW LAND SURVEYING, LLC**

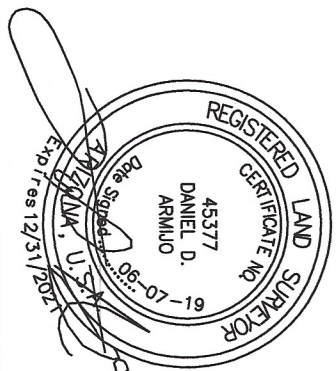
P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287

DRAWN BY: DDA  
CHECKED BY: DDA

DATE: 06/07/19

JOB NO.: 18-076

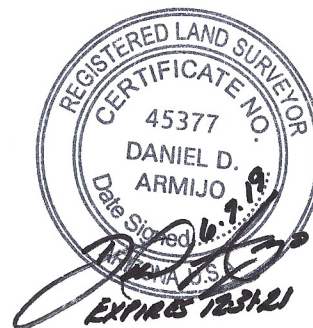
SHEET NO. 2 OF 2







P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287



June 7, 2019  
AWLS #18-076

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**Thence** southeasterly along said curve, an arc length of 98.72 feet, through a central angle of 113 degrees 07 minutes 48 seconds;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 304.62 feet;

**Thence** South 11 degrees 44 minutes 32 seconds East, a distance of 41.00 feet;

**Thence** South 00 degrees 56 minutes 17 seconds West, a distance of 102.38 feet, to the beginning of a non-tangent curve, concave northerly, having a radius of 1000.00 feet, whose radius bears North 04 degrees 50 minutes 59 seconds West;

**Thence** southwesterly along said curve, an arc length of 68.17 feet, through a central angle of 3 degrees 54 minutes 20 seconds;

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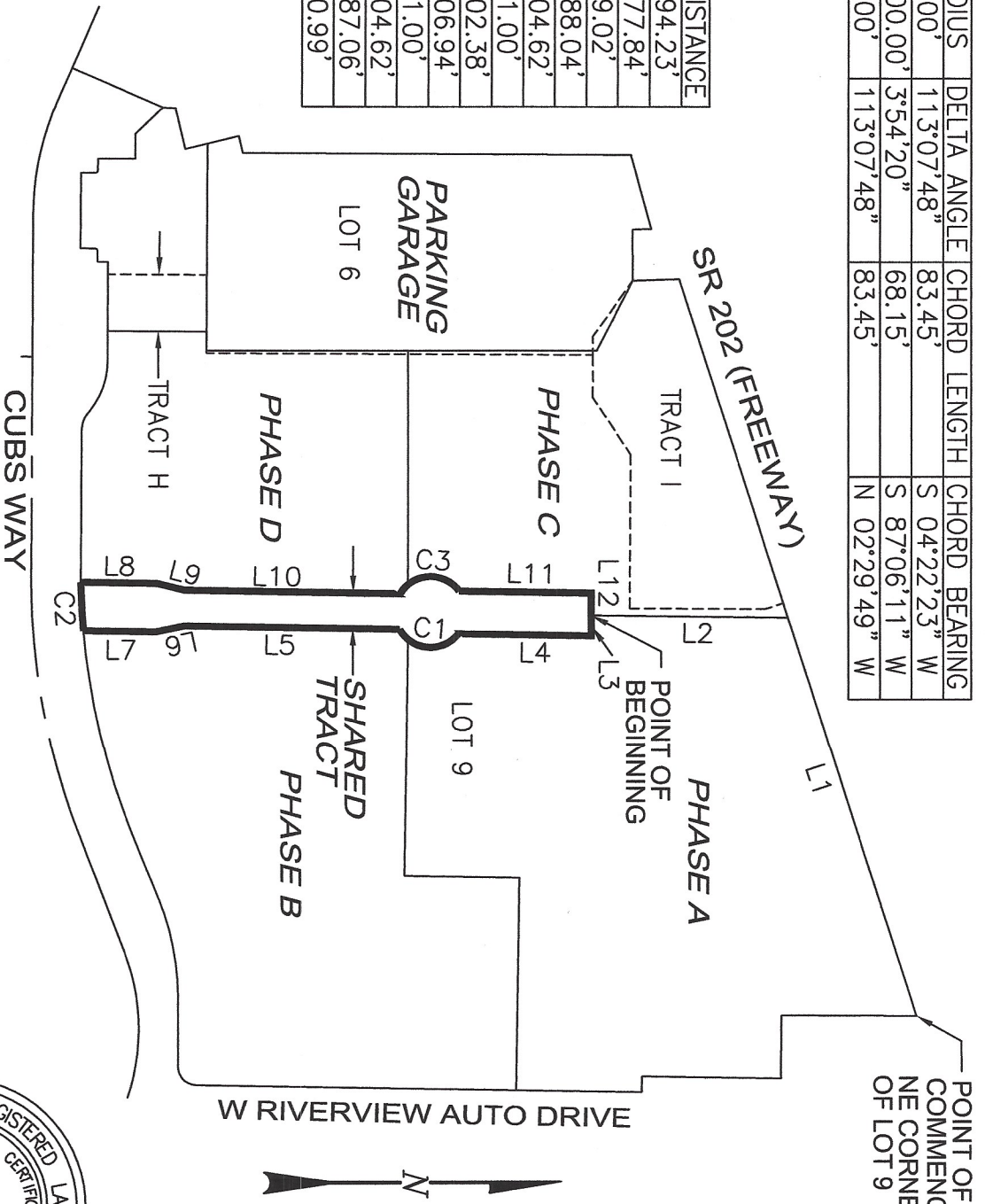
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CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
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LINE	BEARING	DISTANCE
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P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287

DRAWN BY: DDA  
CHECKED BY: DDA

DATE: 06/07/19

JOB NO.: 18-076

SHEET NO. 2 OF 2

