

WHEN RECORDED RETURN TO:

1590774202412-32-1-1--  
hoyp

Sherman & Howard L.L.C.  
Attn: Zachary D. Sakas  
7033 E. Greenway Parkway, Suite 250  
Scottsdale, Arizona 85254

**EASTMARK COMMUNITY FACILITIES DISTRICT NO. 1  
(CITY OF MESA, ARIZONA)  
WAIVER AND DEVELOPMENT AGREEMENT PERTAINING  
TO THE TO BE FORMED ASSESSMENT DISTRICT NO. 12**

This Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 12, dated as of May 28, 2020 (this "*Agreement*"), by and among the Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) (the "*District*"), the undersigned owners of certain land within the District (collectively, the "*Landowners*") and DMB Mesa Proving Grounds LLC, a Delaware limited liability company (the "*Developer*"), and, if applicable, other owners executing this Agreement prior to formation of Assessment District No. 12 (as defined herein).

WHEREAS, the City of Mesa, Arizona, an Arizona municipal corporation (the "*City*") and the Developer are parties to that certain Pre-Annexation and Development Agreement (Mesa Proving Grounds) recorded November 13, 2008 as Instrument No. 2008-974930 in the Official Records of Maricopa County, as amended by that certain First Amendment to Pre-Annexation and Development Agreement (Mesa Proving Grounds) recorded May 31, 2011 as Instrument No. 2011-0456474, as further amended by that certain Second Amendment to Pre-Annexation and Development Agreement (Mesa Proving Grounds) recorded November 21, 2013 as Instrument No. 2013-1005620 in the Official Records of Maricopa County, as further amended by that certain Third Amendment to Pre-Annexation and Development Agreement (Mesa Proving Grounds) recorded December 21, 2016 as Instrument No. 2016-0940133 in the Official Records of Maricopa County, and as further amended by that certain Fourth Amendment to Pre-Annexation and Development Agreement (Mesa Proving Grounds) recorded August 30, 2018 as Instrument No. 2018-0657828 in the Official Records of Maricopa County, as the same may be further amended from time to time (collectively, the "*Development Agreement*") in connection with the planned community development project on the land subject thereto known as "*Eastmark*" (the "*Project*"); and

WHEREAS, pursuant to the Development, Financing Participation, Waiver and Intergovernmental Agreement for Eastmark Community Facilities District No. 1 (Mesa, Arizona), dated as of April 26, 2012 and recorded May 11, 2012 as Instrument No. 2012-0401237 in the Official Records of Maricopa County, as amended by that certain First Amendment to Development, Financing Participation and Intergovernmental Agreement for

Eastmark Community Facilities District No. 1 (City of Mesa, Arizona), dated as of October 19, 2015 and recorded October 28, 2015 as Instrument No. 2015-0774986 in the Official Records of Maricopa County (collectively, the “*District Agreement*”), the Developer intends to request the District to form assessment district number 12 (the “*Assessment District No. 12*”) comprised of the real property legally described on Exhibit A attached hereto (the “*Property*”) in order to provide for certain public infrastructure improvements plus all costs connected with the public infrastructure purposes related thereto (as defined in Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the “*Act*”)), such public infrastructure improvements and public infrastructure purposes to be located on or off the Property; and

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

WHEREAS, subject to the terms of the District Agreement, the proposed public infrastructure improvements and public infrastructure purposes to be provided by the Assessment District No. 12 shall consist of:

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

B. All engineering, legal, financial and incidental costs and expenses incurred in completing the acquisition, installation and/or construction of the public infrastructure described in paragraph A above and the costs and expenses incurred in connection with the levy of the Assessments and the issuance and sale of the Assessment District No. 12 bonds;

C. Capitalized interest on such Assessment District No. 12 bonds, if any, for a period not to exceed the aggregate time for completion of all construction of and acquisition of the public infrastructure described herein, plus six (6) months thereafter; and

D. A debt service reserve fund created for such Assessment District No. 12 bonds.

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

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

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

1. **Development Agreement and Agreement Allocating Assessments.**

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

2. **Reliance on Agreement.** This Agreement does not create a binding commitment on the part of the District to actually form the Assessment District No. 12, or, if formed, of the District to sell or deliver such Assessment District No. 12 bonds or construct, install or acquire any or all of the Work, or if it does construct, install or acquire any of the Work, to construct, install or acquire it pursuant to any existing proposals. However, the District, the Landowners, and the Developer, in going forward with the Work, are doing so in reliance upon this Agreement to have the Property included within the to-be-formed Assessment District No. 12 and assessed for the costs thereof.

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

a. The Landowners, as the sole owners of all the Property, have reviewed or have had the opportunity and right to review the boundaries of the Assessment District No. 12, the preliminary plans and specifications detailing the Work and the current estimate of the costs of the Work. The undersigned Landowners agree the costs of the Work shall be spread among the parcels (residential lots) comprising the Property within the proposed Assessment District No. 12 utilizing a methodology determined by the District Engineer (the “*Engineer*”) based on the expected benefit to the residential lots to be developed on the Property, provided the Engineer’s estimate of the costs of Work (the “*Engineer’s Estimate*”) will not exceed \$4,469,500.00 and such Assessment amount shall be allocated and levied to each developable parcel (residential lot) within the Assessment District No. 12 in an amount not to exceed \$3,500.00 per parcel (residential lot).

b. The Developer and the Landowners, and all future owners or holders of any interest in any portion of the Property, expressly consent to the following: (i) the District may take all required actions as necessary to form the Assessment District No. 12 in accordance with the provisions of the District Agreement and the Act; and (ii) the District may incur costs and expenses necessary to complete or acquire the Work.

c. Furthermore, the Developer and the Landowners, and all future owners or holders of any interest in any portion of the Property, acknowledge that the District shall levy and collect an assessment on the Property sufficient to pay all costs and expenses of the Work (including Work benefitting the Property in the proposed Assessment District No. 12, which Work may be constructed, installed or performed prior to or after the execution hereof) and the costs of levying the assessment and the issuance of the Assessment District No. 12 bonds, but not in excess of the Engineer’s Estimate prepared in accordance with the applicable requirements of the District and the Act (the “*Assessments*”).

4. **No Protest, Objection or Request for Hearings.** The Developer and the Landowners, and all future owners or holders of any interest in any portion of the Property, agree to allow the formation of the proposed Assessment District No. 12 and to acknowledge that the District shall take all steps necessary to levy, confirm and record Assessments against the Property and to issue such Assessment District No. 12 bonds supported by the Assessments. The Landowners, and all future owners of any portion of the Property, acknowledge and agree, to the fullest extent permitted by applicable law, that pursuant to A.R.S. § 9-500.05, the provisions of A.R.S. § 32-2181 do not apply and that pursuant to this Agreement the parties waive their right to appear before the Board of Directors of the District (the “*District Board*”) on any hearing required at or prior to the confirmation of the Assessments and waive their right to: (a) protest and object to the extent of the Assessment District No. 12 pursuant to A.R.S. §§ 48-579 and 48-580; (b) protest the award of contract pursuant to A.R.S. § 48-584; and (c) object to the Assessments on procedural grounds, or as to the legality of the Assessments, pursuant to A.R.S. § 48-590.

5. **Waiver of Procedural Deficiencies and Irregularities.** The Developer and the Landowners, and all future owners or holders of any interest in any portion of the Property, with full knowledge of the provisions of Title 48, Chapter 4, Articles 2 and 6, Arizona Revised Statutes, as amended, and their rights thereunder (or having obtained counsel to advise them of the provisions and their rights), expressly waive any and all irregularities, illegalities or deficiencies which may now or hereafter exist in the acts or proceedings resulting in the formation of the District, the formation of the Assessment District No. 12, the adoption of the resolution of intention and the resolution ordering the Work, the levying of the Assessments against the Property and the issuance of Assessment District No. 12 bonds secured by the Assessments levied against the Property.

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

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

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

i. mailing, posting and publication, as applicable, of any notice required in connection with: (A) the adoption of the resolution of intention, (B) the notice of proposed improvements, (C) the adoption of the resolution ordering the Work, (D) notice of passage of the resolution ordering the Work, (E) notice of award of contract and (F) any other steps necessary in connection with the Assessment District No. 12 or the Work; and

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

c. any and all objections and protests to the extent of the Assessment District No. 12;

d. any and all objections to the adoption and approval by the District of the Assessment District No. 12 including, without limitation, the plans and specifications, the Engineer's Estimate and the assessment diagram, all of which provide for and effectuate the completion of the Work;

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

f. any and all claims or defenses, known or unknown, they may now or subsequently have against the Assessments or the Assessment District No. 12 bonds; and

g. all demands for cash payment of the Assessments.

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

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

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

9. **Acquisition of the Work.** The District may, immediately upon issuance of the Assessment District No. 12 bonds, acquire all or part of the Work.

10. **Landowners' Acknowledgement of Assessment.** The Landowners, and all future owners or holders of any interest in any portion of the Property, acknowledge the District shall levy the Assessments in an amount not greater than the Engineer's Estimate against all developable parcels located within the boundaries of Assessment District No. 12, as provided in Section 3.a, not in excess of \$3,500.00 per developable parcel (residential lot); and that such Assessments shall be collected and foreclosed in accordance with A.R.S. § 48-601 *et seq.*, as

amended and in accordance with any other documents executed and delivered in connection with the delivery of the Assessment District No. 12 bonds.

11. **Recording and Validity of Assessments.** The Landowners, and all future owners or holders of any interest in any portion of the Property, acknowledge the District shall record the Assessments against the Property and acknowledge such recording of the Assessments shall constitute valid and enforceable first liens against the respective parcels comprising the Property as shown and the amounts set forth in the Assessments, subject only to the lien for ad valorem taxes and prior special assessments.

12. **Assessments to Go to Bond.** Except as the Landowners, or any future owner or holder of any interest in any portion of the Property, otherwise notifies the District in writing prior to the recording of the Assessments of their intent to pay all or part of their Assessment in cash, Assessments will not be paid in cash. With respect to Assessments not paid in cash, the Landowners request, and all future owners or holders of any interest in any portion of the Property agree, that a certified list of unpaid Assessments be filed as soon as possible after the recording of the Assessments and that Assessment District No. 12 bonds amortizing the payment of the Assessments over not less than fifteen (15) years be issued and sold as soon as possible.

13. **No Reduction of Obligation of Landowners.** The inability of the District to assess all or any portion of the costs of the Work shall not reduce the obligation of the Landowners, and all future owners or holders of any interest in any portion of the Property, so long as the Landowners or future owner or holder of any interest in any portion of the Property own all or part of any parcel comprising the Property, to pay the Assessment levied against such portion of the Property, and provided that the aggregate costs of the Work are not reduced.

14. **Waiver of Collateral Document Provisions.** The Landowners, and all future owners or holders of any interest in any portion of the Property, expressly waive any and all provisions of any collateral security instruments relating to the Property which prohibit the formation of the Assessment District No. 12, completion of the Work and levying and recording of the Assessments against the Property.

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

16. **Indemnification Under Securities Act.** The Developer hereby agrees to indemnify and hold the District and the City and each director, council member, officer, agent, legal counsel, independent contractor or employee thereof and each person, if any, who controls the District, and the City, its officers, employees and agents, within the meaning of the Securities

Act of 1933, as amended (the “*Securities Act*”) (collectively, the “*Indemnified Persons*”) harmless for, from and against any and all losses, claims, damages or liabilities, including reasonable attorneys’ fees arising from any challenge to the formation, activities or administration of the District or the Assessment District No. 12, or any losses, claims, damages or liabilities, including reasonable attorneys’ fees related to which any of the Indemnified Persons may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities, including attorneys’ fees (or actions in respect thereof) arise out of or are based upon any untrue statement or any alleged untrue statement or material fact set forth in any official statement applicable to the Assessment District No. 12 bonds or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect. This Section 16 shall survive the termination hereof.

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

18. **Disclosure Document.** The Landowners, and all future owners or holders of any interest in any portion of the Property, hereby agree that any potential purchaser of any real property subject hereto, including each potential purchaser of a residential lot within the Assessment District No. 12, shall receive a concise disclosure document that discloses the existence, the estimated payment amount and the payment terms of any portion of the Assessment applicable to the real property to be purchased. Each potential purchaser shall acknowledge in writing that the purchaser received and understood the concise disclosure document and has agreed to the terms, waivers and agreements contained in this Agreement. The District agrees to maintain records of the written acknowledgments. The provisions of this Agreement shall not apply to the sale, transfer or other conveyance of any real property which is not subject to the Assessment.

19. **Encumbrance of the Property.** The provisions, terms and restrictions of this Agreement shall run with and bind the Property as equitable servitudes and also as covenants running with the land. Without limitation of the foregoing, in the event of any sale, transfer or other conveyance by the Landowners, and all future owners or holders of any interest in any portion thereof, the Property or such portion thereof shall continue to be bound by all of the terms, conditions and provisions hereof. Prior to the completion of the Work, the levy of the Assessments pertaining to the Work, the final hearing regarding the levy of the Assessments and

the issuance of Assessment District No. 12 bonds secured by the Assessments, any purchaser, transferee or other subsequent owner shall execute and deliver to the District Exhibit D attached hereto, and shall take such property subject to all of the terms, conditions and provisions hereof and any purchaser, transferee or other subsequent owner shall take such property entitled to all of the rights, benefits and protections afforded the predecessor in interest thereof by the terms hereof.

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

21. **Continuing Disclosure.** So long as any of the Landowners, or any future owner or holder of any interest in any portion of the Property, is liable for twenty percent (20%) or more of the debt service on any Assessment District No. 12 bonds, such Landowner, or any such future owner or holder of any interest in of any portion of the Property, solely with respect to its assessed property, will provide any and all information needed as may be reasonably requested by the District, or required to comply with the information reporting requirements contemplated by Rule 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended.

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

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

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

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



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

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

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

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

27. **Failure to Sell Bonds.** In the event the District fails or is otherwise unable to sell and/or deliver Assessment District No. 12 bonds in an amount sufficient to allow the District to pay the amounts needed to pay the costs of the Work and upon written request of the Developer acting on behalf of the owner or owners of the Property, the District agrees to adopt proceedings that dissolve and terminate Assessment District No. 12 or any Assessments (including termination of this Agreement), established by the District, encumbering the Property.

28. **Consent of Future Landowners.** Until the later of the issuance of the Assessment District No. 12 bonds or the final hearing regarding the levy of the Assessments, the Landowners agree that upon the sale of any portion of the Property owned by each of the Landowners, the Landowners will require the execution and delivery of Exhibit D by each purchaser, and upon request by the District the Landowners will execute and deliver Exhibit D to the District.

29. **Additional Representations, Warranties and Covenants of Developer and Landowners.** Other than any agreement previously disclosed in writing to the District, as of the date of this Agreement, the Developer and the undersigned Landowners each represent and warrant, with respect to any portion of the Property owned by them, that no purchase and

sale agreements, option agreements, deposit agreements, or other agreements conveying or intending to convey an interest in all or any portion of the Property have been entered into with any purchaser, optionee, depositor or other recipient of an interest in the Property, and that any purchaser, optionee, depositor or other recipient of an interest in the Property under a previously disclosed agreement shall consent to this Agreement. In accordance herewith, until the final hearing regarding the levy of the Assessments is complete, the Developer and the Landowners, and any future owners and holders of any interest in any portion of the Property, covenant and agree not to transfer title in any interest in the Property to any non-affiliated purchaser or other recipient, unless such interest is greater than ten (10) residential lots.

30. **Prior Declarations Superseded.** It is the intention of the Developer and the Landowners that, upon recordation of this Agreement in the Official Records of Maricopa County, that certain Declaration of Intent to Form a Future Assessment District and Proposed Special Assessment, recorded on June 20, 2019 as Instrument No. 2019-0463939 of the Official Records of Maricopa County, that certain Declaration of Intent to Form a Future Assessment District and Proposed Special Assessment, recorded on December 5, 2019 as Instrument No. 2019-0983868 of the Official Records of Maricopa County, and that certain Declaration of Intent to Form a Future Assessment District and Proposed Special Assessment, recorded on March 9, 2020 as Instrument No. 2020-0204413 of the Official Records of Maricopa County (collectively, the “*Declarations*”), shall be superseded in their entirety and terminated with respect to the portion of the Property described in such Declarations.

[SIGNATURES ON FOLLOWING PAGES]

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

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

By: John Giles  
Chairman, Board of Directors

ATTEST:

Dulam Mickelson  
District Clerk



APPROVED AS TO FORM:

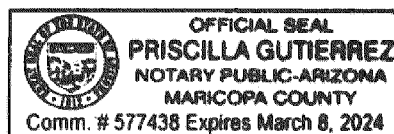
Anthony D. Stikas  
Sherman & Howard L.L.C., Special District Counsel

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2020, by John Giles, Chairman of the Board of Directors of Eastmark Community Facilities District No. 1 (City of Mesa, Arizona), an Arizona political subdivision and municipal corporation.

(Seal and Expiration Date)

Priscilla Gutierrez  
Notary Public in and for the State of Arizona



**Signature Page to Waiver and Development Agreement:****DEVELOPER:**

DMB MESA PROVING GROUNDS LLC, a  
Delaware limited liability company

By: DMB/Brookfield Eastmark LLC, a Delaware limited liability company  
Its: Manager

By: Brookfield Eastmark, LLC, a Delaware limited liability company  
Its: Administrative Member

By: *John Bradley*  
Name: John Bradley  
Its: President

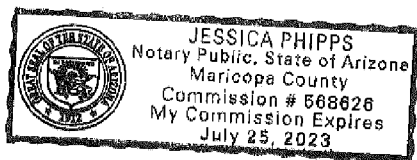
By: *Dea McDonald*  
Name: Dea McDonald  
Its: Senior Vice President

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2020, by *John Bradley*, the President and *Dea McDonald*, the Vice President of Brookfield Eastmark, LLC, a Delaware limited liability company, and the Administrative Member of DMB/Brookfield Eastmark LLC, a Delaware limited liability company, and a Member of DMB Mesa Proving Grounds LLC, a Delaware limited liability company.

(Seal and Expiration Date)

*Jessica Phipps*  
Notary Public in and for the State of Arizona



**Signature Page to Waiver and Development Agreement:****LANDOWNER:**

CND-E-MARK, LLC,  
an Arizona limited liability company

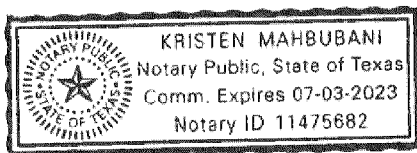
By: DM WEEKLEY, INC., a Delaware corporation  
Its: Manager

By: [Signature]  
Name: Heather Humphrey  
Title: Chief Financial Officer

STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2020, by Heather Humphrey, the Chief Financial Officer of DM Weekley, Inc., a Delaware corporation, the Manager of CND-E-Mark, LLC, an Arizona limited liability company.

(Seal and Expiration Date)



[Signature: Kristen Mahbubani]  
Notary Public in and for the State of Texas

**Signature Page to Waiver and Development Agreement:****LANDOWNER:**

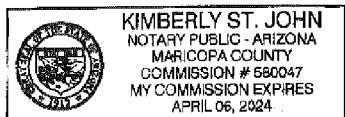
TAYLOR MORRISON/ARIZONA, INC.,  
an Arizona corporation

By: *Shannon Francoeur*  
Name: SHANNON FRANCOEUR  
Its: VICE PRESIDENT

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2020, by Shannon Francoeur, the Vice President of Taylor Morrison/Arizona, Inc., an Arizona corporation.

(Seal and Expiration Date)



*Kimberly St. John*  
Notary Public in and for the State of Arizona

**Signature Page to Waiver and Development Agreement:****LANDOWNER:**

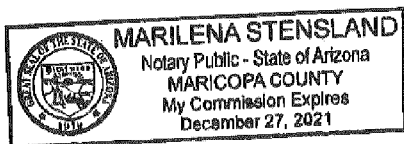
WOODSIDE HOMES SALES AZ, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: ROGER GANNON  
Its: DIVISION PRESIDENT

STATE OF Arizona )  
COUNTY OF Maricopa ) ss.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2020, by Roger Gannon, the Division President of Woodside Homes Sales AZ, LLC, a Delaware limited liability company.

(Seal and Expiration Date)



[Signature]  
Notary Public in and for the State of Arizona

**Signature Page to Waiver and Development Agreement:****LANDOWNER:**

LS-EASTMARK LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Greg Baleh  
Its: Regional President, AZ

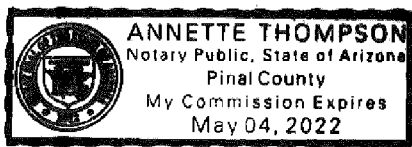
STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2020, by Greg Baleh, the Regional President of LS-Eastmark LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Annette Thompson

Notary Public in and for the State of Arizona





**Signature Page to Waiver and Development Agreement:****LANDOWNER:**

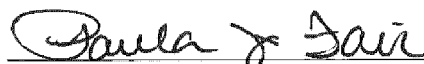
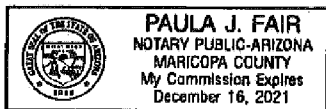
JEN ARIZONA 44 LLC,  
an Arizona limited liability company

By: Name: Michael K. JesbergerIts: Authorized Signatory

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2020, by Michael K. Jesberger, the Authorized Signatory of JEN Arizona 44 LLC, an Arizona limited liability company.

(Seal and Expiration Date)



Notary Public in and for the State of Arizona

**Signature Page to Waiver and Development Agreement:**

**LANDOWNER:**

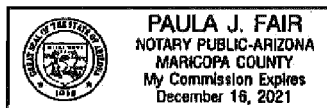
JEN ARIZONA 45 LLC,  
an Arizona limited liability company

By: [Signature]  
Name: Michael K Jesberger  
Its: Authorized Signatory

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2020, by Michael K Jesberger, the Authorized Signatory of JEN Arizona 45 LLC, an Arizona limited liability company.

(Seal and Expiration Date)



[Signature]  
Notary Public in and for the State of Arizona

**Signature Page to Waiver and Development Agreement:**

**LANDOWNER:**

JEN ARIZONA 42 LLC,  
an Arizona limited liability company

By: 

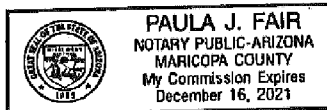
Name: Michael K Jesberger

Its: Authorized Signatory

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2020, by Michael K Jesberger, the Authorized Signatory of JEN Arizona 42 LLC, an Arizona limited liability company.

(Seal and Expiration Date)





Notary Public in and for the State of Arizona

**Signature Page to Waiver and Development Agreement:****LANDOWNER:**

DMB MESA PROVING GROUNDS LLC, a  
Delaware limited liability company

By: DMB/Brookfield Eastmark LLC, a Delaware limited liability company  
Its: Manager

By: Brookfield Eastmark, LLC, a Delaware limited liability company  
Its: Administrative Member

By: *John Bradley*  
Name: John Bradley  
Its: President

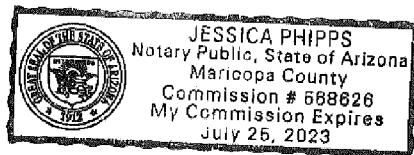
By: *Dea McDonald*  
Name: Dea McDonald  
Its: Senior Vice President

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2020, by John Bradley, the President and Dea McDonald, the Vice President of Brookfield Eastmark, LLC, a Delaware limited liability company, and the Administrative Member of DMB/Brookfield Eastmark LLC, a Delaware limited liability company, and a Manager of DMB Mesa Proving Grounds LLC, a Delaware limited liability company.

(Seal and Expiration Date)

*Jessica Phipps*  
Notary Public in and for the State of Arizona



SIGNATURE PAGE

**CONSENT, WAIVER AND AGREEMENT**

Reference is made to that certain Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 12, dated as of May 28, 2020, initially by and among the Eastmark Community Facilities District No. 1 (City of Mesa, Arizona), the Developer (as defined therein) and the Landowners (as defined therein), to which this Consent, Waiver and Agreement is attached (the "*Agreement*"). All capitalized terms used and not otherwise defined in this Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, on behalf of the optionee pursuant to that certain Option Agreement dated as of June 6, 2019 (the "*Option Agreement*"), pursuant to which the optionee has an interest in real property within the Assessment District No. 12, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in the Agreement, acknowledges that the Agreement shall bind all the Property in which the optionee has an interest within the Assessment District No. 12, and authorizes the recordation of the Agreement with respect to all such Property. Without limitation of the foregoing, the undersigned, on behalf of the optionee, acknowledges that the proceedings and related actions contemplated by the Agreement will not violate the Option Agreement; provided, the preceding is not intended to, and shall not apply, to any provision of such Option Agreement pertaining to the failure of the Landowners to pay any assessment levied on any parcel remaining subject to the Option Agreement in favor of the optionee. Further, in no event shall anything in this Consent, Waiver and Agreement constitute a personal assumption by the undersigned of the obligations of any party under the Agreement.

DATED AS OF: May 28, 2020

**OPTIONEE:**

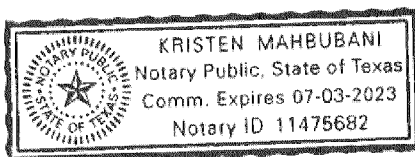
WEEKLEY HOMES, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: John Burchfield  
Its: General Counsel

STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 2020, by John Burchfield, the General Counsel of Weekley Homes, LLC, a Delaware limited liability company.

(Seal and Expiration Date)



[Signature]  
Notary Public in and for the State of Texas

**CONSENT, WAIVER AND AGREEMENT**

Reference is made to that certain Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 12, dated as of May 28, 2020, initially by and among the Eastmark Community Facilities District No. 1 (City of Mesa, Arizona), the Developer (as defined therein) and the Landowners (as defined therein), to which this Consent, Waiver and Agreement is attached (the "*Agreement*"). All capitalized terms used and not otherwise defined in this Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, on behalf of the optionee pursuant to that certain Rolling Option Agreement dated as of April 15, 2020 (the "*Option Agreement*"), pursuant to which the optionee has an interest in real property within the Assessment District No. 12, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in the Agreement, acknowledges that the Agreement shall bind all the Property in which the optionee has an interest within the Assessment District No. 12, and authorizes the recordation of the Agreement with respect to all such Property. Without limitation of the foregoing, the undersigned, on behalf of the optionee, acknowledges that the proceedings and related actions contemplated by the Agreement will not violate the Option Agreement; provided, the preceding is not intended to, and shall not apply, to any provision of such Option Agreement pertaining to the failure of the Landowners to pay any assessment levied on any parcel remaining subject to the Option Agreement in favor of the optionee. Further, in no event shall anything in this Consent, Waiver and Agreement constitute a personal assumption by the undersigned of the obligations of any party under the Agreement.

DATED AS OF: May 28, 2020

**OPTIONEE:**

TM HOMES OF ARIZONA, INC.,  
an Arizona corporation

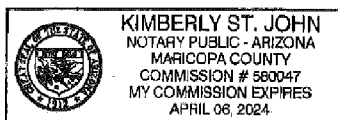
By: [Signature]  
Name: Jay Van Quathem  
Its: Vice President, Finance

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 2020, by Jay Van Quathem, the Vice President, Finance of TM Homes of Arizona, Inc., an Arizona corporation.

(Seal and Expiration Date)

[Signature]  
Notary Public in and for the State of Arizona



**CONSENT, WAIVER AND AGREEMENT**

Reference is made to that certain Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 12, dated as of May 28, 2020, initially by and among the Eastmark Community Facilities District No. 1 (City of Mesa, Arizona), the Developer (as defined therein) and the Landowners (as defined therein), to which this Consent, Waiver and Agreement is attached (the "*Agreement*"). All capitalized terms used and not otherwise defined in this Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, on behalf of the optionee pursuant to that certain Option Agreement dated as of August 16, 2019, that certain Option Agreement dated as of December 6, 2019, and that certain Option Agreement dated as of March 9, 2020 (collectively, the "*Option Agreement*"), pursuant to which the optionee has an interest in real property within the Assessment District No. 12, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in the Agreement, acknowledges that the Agreement shall bind all the Property in which the optionee has an interest within the Assessment District No. 12, and authorizes the recordation of the Agreement with respect to all such Property. Without limitation of the foregoing, the undersigned, on behalf of the optionee, acknowledges that the proceedings and related actions contemplated by the Agreement will not violate the Option Agreement; provided, the preceding is not intended to, and shall not apply, to any provision of such Option Agreement pertaining to the failure of the Landowners to pay any assessment levied on any parcel remaining subject to the Option Agreement in favor of the optionee. Further, in no event shall anything in this Consent, Waiver and Agreement constitute a personal assumption by the undersigned of the obligations of any party under the Agreement.

DATED AS OF: May 28, 2020

**OPTIONEE:**

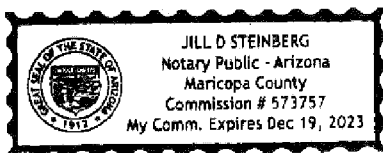
ASHTON WOODS ARIZONA L.L.C.,  
a Nevada limited liability company

By: [Signature]  
Name: Scott Moore  
Its: Division President

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 21 day of May, 2020, by Scott Moore, the Division President of Ashton Woods Arizona L.L.C., a Nevada limited liability company.

(Seal and Expiration Date) 12/19/2023



Jill D. Steinberg  
Notary Public in and for the State of AZ

**CONSENT, WAIVER AND AGREEMENT**

Reference is made to that certain Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 12, dated as of May ~~28~~, 2020, initially by and among the Eastmark Community Facilities District No. 1 (City of Mesa, Arizona), the Developer (as defined therein) and the Landowners (as defined therein), to which this Consent, Waiver and Agreement is attached (the "Agreement"). All capitalized terms used and not otherwise defined in this Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, on behalf of the buyer pursuant to that certain Purchase and Sale Agreement dated as of April 17, 2020, and that certain Purchase and Sale Agreement dated as of May 11, 2020 (together, the "Purchase Agreement"), pursuant to which the buyer has an interest in real property within the Assessment District No. 12, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in the Agreement, acknowledges that the Agreement shall bind all the Property in which the buyer has an interest within the Assessment District No. 12, and authorizes the recordation of the Agreement with respect to all such Property. Without limitation of the foregoing, the undersigned, on behalf of the buyer, acknowledges that the proceedings and related actions contemplated by the Agreement will not violate the Purchase Agreement; provided, the preceding is not intended to, and shall not apply, to any provision of such Purchase Agreement pertaining to the failure of the Landowners to pay any assessment levied on any parcel remaining subject to the Purchase Agreement in favor of the buyer. Further, in no event shall anything in this Consent, Waiver and Agreement constitute a personal assumption by the undersigned of the obligations of any party under the Agreement.

DATED AS OF: May ~~28~~, 2020

**BUYER:**

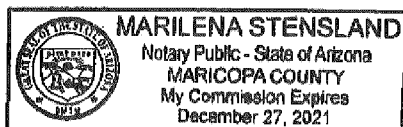
WOODSIDE HOMES SALES AZ, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: ROGER GANNON  
Its: DIVISION PRESIDENT

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 26th day of May, 2020, by Roger Gannon, the Division President of Woodside Homes Sales AZ, LLC, a Delaware limited liability company.

(Seal and Expiration Date)



[Signature]  
Notary Public in and for the State of Arizona



**LIENHOLDER  
CONSENT, WAIVER AND AGREEMENT**

Reference is made to that certain Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 12, dated as of May 28, 2020, initially by and among the Eastmark Community Facilities District No. 1 (City of Mesa, Arizona), the Developer (as defined therein) and the Landowners (as defined therein), to which this Lienholder Consent, Waiver and Agreement is attached (the "*Agreement*"). All capitalized terms used and not otherwise defined in this Lienholder Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, as a lienholder having an interest in real property within the Assessment District No. 12, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in the Agreement, acknowledges that the Agreement shall bind all the Property in which the undersigned has an interest within the Assessment District No. 12, and authorizes the recordation of the Agreement with respect to all such Property. Without limitation of the foregoing, the undersigned lienholder acknowledges that the proceedings and related actions contemplated by the Agreement will not violate the Construction Deed of Trust and Fixture Filing or other collateral security instruments by one or more of the Landowners in favor of the undersigned lienholder; provided, the preceding is not intended to, and shall not apply, to any provision of such Construction Deed of Trust and Fixture Filing or other collateral security instruments pertaining to the failure of the Landowners to pay any assessment levied on any parcel remaining subject to the Construction Deed of Trust and Fixture Filing or other collateral security instruments in favor of the lienholder. Further, in no event shall anything in this Lienholder Consent, Waiver and Agreement constitute a personal assumption by the undersigned of the obligations of any party under the Agreement.

DATED AS OF: May 28, 2020

**LIENHOLDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: [Signature]

Name: John Eldean

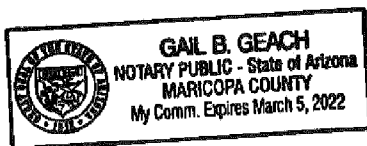
Its: Senior Managing Director

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 27 day of May, 2020, by John Eldean, the Sr. Vice President of Western Alliance Bank, an Arizona corporation.

(Seal and Expiration Date)

[Signature]  
Notary Public in and for the State of Arizona



**LIENHOLDER  
CONSENT, WAIVER AND AGREEMENT**

Reference is made to that certain Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 12, dated as of May 28, 2020, initially by and among the Eastmark Community Facilities District No. 1 (City of Mesa, Arizona), the Developer (as defined therein) and the Landowners (as defined therein), to which this Lienholder Consent, Waiver and Agreement is attached (the "*Agreement*"). All capitalized terms used and not otherwise defined in this Lienholder Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, as a lienholder having an interest in real property within the Assessment District No. 12, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in the Agreement, acknowledges that the Agreement shall bind all the Property in which the undersigned has an interest within the Assessment District No. 12, and authorizes the recordation of the Agreement with respect to all such Property. Without limitation of the foregoing, the undersigned Lienholder acknowledges that the proceedings and related actions contemplated by the Agreement will not violate the various deeds of trust or other collateral security instruments by the Landowner in favor of the undersigned lienholder; provided, the preceding is not intended to, and shall not apply, to any provision of such various deeds of trust or other collateral security instruments pertaining to the failure of the Landowners to pay any assessment levied on any parcel remaining subject to the various deeds of trust or other collateral security instruments in favor of the lienholder. Further, in no event shall anything in this Lienholder Consent, Waiver and Agreement constitute a personal assumption by the undersigned of the obligations of any party under the Agreement.

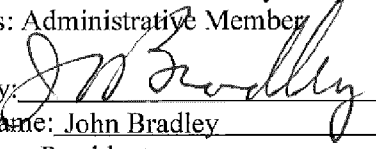
DATED AS OF: May 28, 2020

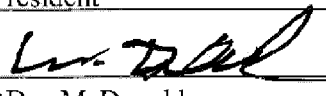
**LIENHOLDER:**

DMB MESA PROVING GROUNDS LLC, a  
Delaware limited liability company

By: DMB/Brookfield Eastmark LLC, a  
Delaware limited liability company  
Its: Manager

By: Brookfield Eastmark, LLC, a  
Delaware limited liability company  
Its: Administrative Member

By:   
Name: John Bradley  
Its: President

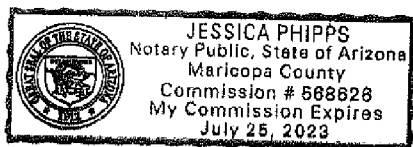
By:   
Name: Dea McDonald  
Its: Senior Vice President

STATE OF ARIZONA       )  
   ) ss.  
 COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2020, by John Bradley, the President and Don McDonald, the Sr. Vice President of Brookfield Eastmark, LLC, a Delaware limited liability company, and the Administrative Member of DMB/Brookfield Eastmark LLC, a Delaware limited liability company, and a Manager of DMB Mesa Proving Grounds LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Jessica Phipps  
 Notary Public in and for the State of Arizona



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Lots 1 through 217, inclusive, of FINAL PLAT FOR EASTMARK DU 3/4 NORTH PHASE 1, recorded in Book 1463 of Maps, Page 23, official records of Maricopa County, Arizona;

and

Lots 1 through 487, inclusive, of FINAL PLAT FOR EASTMARK DU 3/4 NORTH PHASE 2 and 3, recorded in Book 1462 of Maps, Page 42, official records of Maricopa County, Arizona;

and

Lots 1 through 223, inclusive, of FINAL PLAT FOR EASTMARK DU 3/4 NORTH PHASE 4 MDR, recorded in Book 1495 of Maps, Page 36, official records of Maricopa County, Arizona;

and

Lots 1 through 350, inclusive, of FINAL PLAT FOR EASTMARK - DU 3/4 NORTH PHASE 5 MDR, recorded in Book 1521 of Maps, Page 33, and Affidavit of Correction recorded May 13, 2020 as Document No. 2020-0408818, official records of Maricopa County, Arizona.

**EXHIBIT B****PUBLIC INFRASTRUCTURE**

The Assessment District No. 12 shall finance the acquisition of public infrastructure and public infrastructure purposes (as such terms are defined in the Act), including particularly the acquisition by the District of the following:

<b>DESCRIPTION</b>	<b>COMPLETION*</b>
<b>S. Inspirian Parkway</b>	
Construction of approximately 3,681 linear feet of full street surface improvements with landscape installed at back of curb to the detached sidewalk and within the raised median. The street improvements include one lane in each direction and tying into existing Point Twenty-Two Boulevard to the South and Warner Road to the north. These improvements include sewer, water, storm drain, dry utility installation, concrete curb and gutter, sidewalk, paving, striping, signage, street lights, street sleeves, landscaping and irrigation, and entry monuments. All improvements are shown on the plans sealed by Sunrise Engineering, on May 16, 2019 and approved by the City of Mesa, which may be amended from time to time to allow for additional property uses adjacent to S. Inspirian Parkway that are not yet known.	<b>May 30, 2020</b>
* Completion represents the date by which the Developer expects the public infrastructure to be constructed, which may differ from the date that it is accepted by the District/City of Mesa.	

**EXHIBIT C**

**FINAL PLAT/IMPROVEMENT PLANS  
(CFD INFRASTRUCTURE)**

**Final Plat:** Final Plat for Eastmark Development Units 3/4 – Infrastructure for Commercial Parcels, Sunrise Engineering, recorded on June 4, 2019, in Book 1462, Page 27, as Instrument No. 2019-0411350 of the Official Records of Maricopa County, Arizona.

**Improvement Plans (CFD Infrastructure):**

Improvement Plans for Eastmark – CFD Project Segment No. S888 S. Inspirian Parkway, Approved by the City of Mesa on May 1, 2019.

**EXHIBIT D**

WHEN RECORDED RETURN TO:

Sherman & Howard L.L.C.  
 Attn: Zachary D. Sakas  
 7033 E. Greenway Parkway, Suite 250  
 Scottsdale, Arizona 85254

**[PROPERTY OWNER/LIENHOLDER]  
 CONSENT, WAIVER AND AGREEMENT**

**[To be executed by Owners of property/lienholders within Assessment District No. 12]**

Reference is made to that certain Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 12, initially by and among the District, Developer and Landowners (as defined therein), dated as of May \_\_, 2020, and recorded as Instrument No. 2020-\_\_\_\_\_ in the Official Records of Maricopa County (the "*Agreement*"), in respect of the Property, to which this [Property Owner/Lienholder] Consent, Waiver and Agreement now attaches to and becomes part of the Agreement. All capitalized terms used and not otherwise defined in this [Property Owner/Lienholder] Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, as [an owner/lienholder in respect] of real property within the Assessment District No. 12, legally described on Exhibit 1 hereto, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in the Agreement, acknowledges that the Agreement shall run with and bind all the real property in which the undersigned holds an interest within Assessment District No. 12, and acknowledges the recordation of the Agreement with respect to all such real property.

DATED: \_\_\_\_\_, 20\_\_.

**[PROPERTY OWNER/LIENHOLDER]:**

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

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

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

(Seal and Expiration Date)

Notary Public in and for the State of \_\_\_\_\_

**EXHIBIT 1**

**LEGAL DESCRIPTION OF PROPERTY**

Lots 1 through 217, inclusive, of FINAL PLAT FOR EASTMARK DU 3/4 NORTH PHASE 1, recorded in Book 1463 of Maps, Page 23, official records of Maricopa County, Arizona;

and

Lots 1 through 487, inclusive, of FINAL PLAT FOR EASTMARK DU 3/4 NORTH PHASE 2 and 3, recorded in Book 1462 of Maps, Page 42, official records of Maricopa County, Arizona;

and

Lots 1 through 223, inclusive, of FINAL PLAT FOR EASTMARK DU 3/4 NORTH PHASE 4 MDR, recorded in Book 1495 of Maps, Page 36, official records of Maricopa County, Arizona;

and

Lots 1 through 350, inclusive, of FINAL PLAT FOR EASTMARK - DU 3/4 NORTH PHASE 5 MDR, recorded in Book 1521 of Maps, Page 33, and Affidavit of Correction recorded May 13, 2020 as Document No. 2020-0408818, official records of Maricopa County, Arizona.