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City Clerk's Office
8401 W. Monroe Street
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**AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR VISTANCIA IN
PEORIA, ARIZONA**

This First Amended and Restated Development Agreement ("Agreement") is entered into as of the 1st day of May, 2012 ("Effective Date"), by and between the CITY OF PEORIA, ARIZONA, an Arizona municipal corporation ("City"), and VISTANCIA LAND HOLDINGS L.L.C., a Delaware limited liability company ("Company"), who is under common control with Vistancia North, LLC, a Delaware limited liability company, Vistancia South, LLC, a Delaware limited liability company, Vistancia 150 Commercial, LLC, a Delaware limited liability company, and Vistancia 580 Commercial, LLC, a Delaware limited liability company, respectively (collectively, "Owners"), as successors to VISTANCIA, L.L.C., a Delaware limited liability company (formerly known as Shea Sunbelt Pleasant Point, L.L.C., a Delaware limited liability company ("Shea Sunbelt")). The City and Company may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into a development agreement with a landowner or any other person having an interest in real property located in the City or outside its incorporated area.

B. On October 22, 2001, the City and the Company's predecessor, Shea Sunbelt, entered into that certain Development and Annexation Agreement White Peak Ranch and Lakeland Village (LCON14601), recorded on October 24, 2001 in the Maricopa County Recorder's Office as document number 2001-0986718, which was thereafter amended by that certain First Amendment (LCON14601A), recorded on April 22, 2005 in the Maricopa County Recorder's Office as document number 2005-0524713 (collectively referred to as the "Original Agreement") regarding the annexation and development of certain real property, now located inside the City, described therein and commonly known as "Vistancia North" and "Vistancia South", respectively (collectively referred to as "Vistancia Property"). Thereafter, as of August 31, 2009, the rights and obligations of the Owner were assigned to and assumed by the Company pursuant and subject to that certain Assignment of Development and Annexation Agreement, recorded on March 19, 2010 in the Maricopa County Recorder's Office as document number 2010-0229901. The Parties acknowledge that the Vistancia Property was fully annexed in accordance with the terms of the Original Agreement.

C. On October 2, 2001, the Peoria City Council approved Ordinance 01-161, which amended the zoning for Vistancia North from Suburban Ranch (SR-43) to Planned Community Development (PCD), in zoning case Z 00-12. The Vistancia North PCD has been thereafter amended as follows: (1) Z 00-12A.1 (minor boundary adjustments to match Vistancia South PCD; approved March 30, 2004); (2) Z 00-12A.2 (minor adjustments to development standards, circulation plan, and open space; approved November 24, 2004); (3) Z 00-12A.3 (major amendment; density reduced to 6,288 units from 7,978, one golf course eliminated, one K-8 school eliminated, one police/fire station eliminated, and community park expanded; approved June 6, 2005 by Ordinance 06-13); and (4) Z 01-10A.11 (combining Vistancia North PCD and Vistancia South PCD, overall density reduced to 10,500 units from 15,644, increase in allowable height in mixed-use parcels east of El Mirage Road and modifications to Hillside Developer Overlay and Desert Lands Conservation Ordinance).

D. On October 2, 2001, the Peoria City Council approved Ordinance 01-159 which set the initial zoning for Vistancia South as PCD in zoning case Z-01-10. The Vistancia South PCD has been thereafter amended as follows: (1) Z-01-10A.1 (major amendment; Ordinance 01-160 approved 10-02-01); (2) Z-01-10A.2 (minor amendment; approved May 16, 2002; parcel changes, added Village C as "active adult", adjusted Village C development standards); (3) Z-01-10A.3 (minor amendment; approved February 2, 2004; converted Maricopa County zoning/standards to more closely match Peoria zoning/standards); (4) Z-01-10A.4 (minor amendment; approved September 16, 2004; adjusted wall heights and setbacks Parcels A-38 and A-2a); (5) Z-01-10A.5 (minor amendment; approved March 1, 2005; added temporary golf clubhouse parking requirements); (6) Z-01-10A.6 (major amendment; Ordinance 05-24 approved April 5, 2005; revises water stipulations to match Reclaimed Water Service Ordinance); (7) Z-01-10A.7 (minor amendment; approved October 17, 2005; revised Parcels C-1, C-4, and C-8 from Low to Med-High Density; minor landscape adjustments); (8) Z-01-10A.8 (major amendment- retracted and reorganized Village D); (9) Z-01-10A.9 (minor amendment; approved September 6, 2007; approval of signage for Parcels A-24, D-9, and D-10); (10) Z01-10A.10 (minor amendment; approved February 9, 2010; return Parcels C-1, C-4, and C-8 to low density; minor clean up of tables); and (11) Z 01-10A.11 (combining Vistancia North PCD and Vistancia South PCD, overall density reduced to 10,500 units from 15,644, increase in allowable height in mixed-use parcels east of El Mirage Road and modifications to Hillside Developer Overlay and Desert Lands Conservation Ordinance).

E. The Original Agreement was entered and the Parties are entering into this Agreement, in part, to facilitate the implementation of the "Master Plans", as defined in the Original Agreement and inclusive of the zoning actions referenced in Recitals C and D, consistent with the City's General Plan (the "General Plan") and the City's Zoning Ordinance (the "Zoning Ordinance"). Additionally, the Parties expressly acknowledge and agree that the Master Plans are consistent with the portions of the General Plan applicable to the Property on the date of the Original Agreement and the date hereof and that there are no features of the Master Plans, including, without

limitation, the intensity of development and range of land uses proposed therein, that cannot be accommodated within the scope of the General Plan.

F. The Master Plans contemplate the development of the Vistancia Property in phases. The City acknowledges the completion of construction of the Phase I infrastructure, as depicted in the Master Plans. The Owners own the remaining undeveloped portion of the Vistancia Property legally described in **Exhibit A** (collectively referred to as the "Property"), which it is anticipated, consistent with the Original Agreement, will be fully developed by October, 2026, subject to economic and market conditions.

G. Consistent with the Original Agreement, the Parties desire and intend that the Company will have the ability to direct the timing and phasing of the public infrastructure improvements on the Property to correspond with the actual development of the Property and in accordance with the phasing in the Master Plans.

H. Consistent with the Original Agreement, the Parties acknowledge that they will approach the infrastructure obligations being imposed upon the Company as a whole and the Company will be required to pay its proportionate share of the overall costs of development.

I. Consistent with the Original Agreement, the Parties acknowledge that the development of the Property pursuant to the Master Plans and this Agreement will result in promoting community benefits to the City and otherwise improving or enhancing the economic welfare of its residents by: (1) promoting economic development; (2) improving the City's tax base; (3) providing for increased employment opportunities; and (4) encouraging public use via unique undisturbed, natural open space.

J. Consistent with the Original Agreement, the Parties also acknowledge that this Agreement will result in significant benefits to the Company by providing assurances to the Company that it, or its successors, will have the ability to develop the Property in accordance with the General Plan and the Master Plans, and with the cooperation of the City, with any special taxing district and/or community facilities district created pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth herein, the Parties hereto amend and restate the Original Agreement, in its entirety, as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. Incorporation of Exhibits and Certain Public Documents.

2.1 The following documents, either referred to in the Original Agreement or newly added, are attached hereto and made a part of this Agreement by this reference:

<u>Exhibit</u>	<u>Description</u>
A	Legal Description of Property
B	[INTENTIONALLY DELETED]
C	Water Appendix [amended as part of this Agreement]
D	Fire Services Operating Cost Sharing Formula
E	Map of Infrastructure Construction Areas from El Mirage Road to Each Vistancia Commercial Core Development Parcel
F	Map of the Benefited Off-Site Properties/Areas (with reference to Paragraph 21.2)

2.2 The following ^{Unofficial Document} public documents, referred to in the Original Agreement or newly amended, are incorporated herein by reference:

2.2.1 Peoria City Council Minutes, for Case No. GPA-00-02

2.2.2 County-Approved Conditions for Lakeland Village

2.2.3 Peoria City Council Minutes, for Case No. GPA-00-01

2.2.4 Peoria City Council Minutes, for Case No. Z-00-12, the Equivalency Zoning Case No. Z-01-10 for Lakeland Village, and the Lakeland Village Stipulation Modification Case No. Z 01-10A.1, for Case No. Z 01-10A.11

3 City Council Action Requirement. The Parties acknowledge that, notwithstanding any language of this Agreement or any subsequent additional documents, no act, requirement, payment, or other agreed upon action to be done or performed by the City which would, under any federal, state, or city constitution, statute,

charter provision, ordinance, or regulation, require formal action, approval, or concurrence by the City Council, will be required to be done or performed by the City unless and until said formal City Council action has been taken and completed. This Agreement in no way acquiesces to or obligates the City to perform a future legislative act.

4. Municipal Services. The City will cause municipal services to be provided to the Property and the occupants thereof. Such municipal services will be comparable to other landowners and occupants of the City that are similarly situated, if any. There may be a period of time that these municipal services will fall under those services provided to landowners and occupants of the City in rural areas, due to the nature, stage, location of the development and timing of construction of certain infrastructure improvements by the Company and the timing of a sufficient amount of impact fees to provide such services. These services include, without limitation, police, fire and other emergency services, water and sewer service, waste collection and disposal, and other services typically provided by municipalities; provided, however, that provision of certain of those services is contingent upon construction of certain infrastructure improvements by the Company as provided herein.

5. Implementation of the Master Plans through the Planned Community District (PCD) Zoning. The Vistancia South PCD and the Vistancia North PCD are referred to herein as the "PCD Zoning". The PCD Zoning and any successive amendments thereto are intended to implement and facilitate the development proposal for the Property described in the Master Plans. Unofficial Document The Master Plans include the master planning necessary for the entire Property, including but not limited to, master plans for circulation, drainage, wastewater and water covering the entire Property.

6. Changes to the PCD Zoning. For the duration of this Agreement, the City will not initiate any changes or amendments to the PCD Zoning, except at the request of the owner of the portion of the Property for which such change or amendment is sought. Any changes or amendments to the PCD Zoning will be processed in the manner set forth in the Zoning Ordinance for amendments. If such change is inconsistent with the provisions of this Agreement, such change will not be processed until an application is filed by the Company or the City to amend this Agreement pursuant to Paragraph 27 whereupon such change or amendment to the PCD Zoning will become effective only upon the requisite City approvals and the effective date of such amendment to this Agreement which incorporates the change. Nothing set forth in this Paragraph will be deemed to require or obligate the City to approve changes or amendments to the PCD Zoning after the Effective Date of this Agreement.

7. Reliance on Ordinances. To allow Company to rely upon the continued validity of the provisions of the City's Zoning Ordinance in effect on the date of approval by the City of the first preliminary subdivision plat (Parcel C15 6/12/03), the City will, for a period of 15 years thereafter, take no action that would result in subjecting the Property to a change in the provisions of the Zoning Ordinance or to any rules,

regulations or policies implementing or interpreting the Zoning Ordinance, except as expressly provided for in this Agreement, if such change would affect, in any material way, Company's ability to timely develop the Property in accordance with the Master Plans. Any such prohibited changes made during the 15-year period set forth above will not affect the Property, the owners(s), mortgagee(s) or lessee(s) thereof, or any person or entity having any interest in the Property or any portion thereof, unless the affected owner(s), mortgagee(s) or lessee(s) will have expressly consented in writing to the otherwise prohibited changes. Without limiting the applicability of the foregoing, the City may enact the following provisions and take the following actions, which will be applicable to and binding on the development of the Property:

7.1 Future updates of and amendments to the existing subdivision regulations, building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, specifications and regulations, including but not limited to the Uniform Building Code, which updates and amendments are generated by a nationally recognized construction/safety organization, or by Maricopa County, the State of Arizona or the Federal government.

7.2 Ordinances, rules, regulations and legislation of the City reasonably necessary to alleviate legitimate severe threats to public health and safety in which event any ordinance, rule, regulation, legislation imposed in an effort to contain or alleviate such legitimate severe threats to public health and safety will be the most minimal and the least intrusive alternative practicable.

7.3 Ordinances, rules, regulations and legislation of the City enacted as necessary to comply with mandatory requirements imposed on the City by Maricopa County, the State of Arizona or the Federal government, including but not limited to court decisions and other similar superior external authorities beyond the City's control. If in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law, such affected provisions of this Agreement will be modified as may be necessary to achieve the minimum possible compliance with such mandatory requirements. Any such modification to this Agreement will be made in accordance with Paragraph 27.

7.4 Nothing in this Agreement will be interpreted as relieving the Company of any obligation it may have either on the effective date of this Agreement or in the future, to comply with all governmental rules and regulations, enacted by governmental entities other than the City which apply to the Property.

7.5 Ordinances, rules, regulations, and legislation (exclusive of zoning) imposed under the City's police power authority, which is applied in the City to similarly situated properties (taking into account the unique nature of the development).

7.6 Future enactment of fees and taxes or modifications thereto, regardless if such fees are imposed or charged by the City uniformly or only to similarly situated properties.

8. Applicability of Restriction on Building Permits or Other Necessary Approvals. The City agrees to cooperate reasonably in processing the review, approval and issuance of building permits or other necessary approvals for the Property as may be required. The City will not unreasonably restrict the availability of building permits or other applicable permits or approvals necessary to allow construction of improvements contemplated and permitted under the Master Plans (provided Company adheres to the City's applicable ordinances, rules, regulations and requirements). Except as required by federal or state law, the City hereby covenants not to enact any moratorium affecting the Property pursuant to A.R.S. § 463.06 or other applicable law or statute.

9. Vested Rights. The City acknowledges that the Company has made significant efforts to and has developed substantial portions of the Vistancia Property as well as to proceed with development of the Property. As a result, the City acknowledges that the Company currently has vested rights under Arizona common law to develop the Property pursuant to the Original Agreement, the Master Plans, and this Agreement.

10. Protected Development Rights. The City acknowledges that the Maricopa County Board of Supervisors granted Lakeland Village Protected Development Rights, which are not ^{Unofficial Document} personal rights but attach to and run with the property.

11. Police Power; Taxing Power. The City will not impose or enact any additional conditions, exactions, dedications, regulations or any other requirement through exercise of either the police power or the taxing power related to the development of the Property except: (1) as have been expressly agreed to by the Parties in this Agreement, or (2) except those of general application to similarly situated properties within the City (taking into account that this is a unique development, within the City) that are not in conflict with or otherwise prohibited by the provisions of this Agreement.

12. No Additional Dedications or Exactions. Except for the dedications and exactions expressly identified in this Agreement or the Master Plans, the City will not attempt to acquire or require, through condemnation, zoning, subdivision, subdivision stipulations or otherwise, any exactions, reservations, conditions or further dedications of portions of the Property or easements or other rights over portions of the Property, except that to the extent the Company agrees to such or desires to obtain greater density than allowed in the Master Plans; the City may require additional exactions provided for under the Zoning Ordinance or General Plan.

13. Parks and Open Space.

13.1 Donation of Mountain Preserve Lands. The Parties acknowledge that the Owners will donate/dedicate to the City approximately 1,175 acres (but not less than 900 acres) of the Property for the purpose of preserving meaningful open space (the "Preserve Areas"), as depicted on the Open Space and Trails Master Plans (Figure C-4, entitled "Parks"), to the City at no cost to the City. The Parties hereto expressly acknowledge and agree that the donation of this land by the Owners is donative in nature and is not made in satisfaction of any condition of approval of the PCD Zonings or in satisfaction of any obligations contained therein. Neither Company nor the Owners will be entitled to any owner reimbursements or Credits for the donation of this land to the City. Upon such dedication, the Company will, at its own expense, provide the City with suitable documents evidencing said dedication and the value thereof, so as to properly document the dedication for any and all reasonable fiscal purposes, including but not limited to tax purposes. The City will acknowledge the documents evidencing the dedication value if such is determined in a commercially reasonable manner. The Owners will donate 900 acres of the Preserve Areas to the City when infrastructure is available to provide public access to the adjacent open space or within 180 days of written request by the City. The Parties acknowledge that the remaining approximately 275 acres of Preserve Areas are generally located on land lying between the aforementioned 900 acres of Preserve Areas and future residential subdivisions generally located north of the C. Unofficial Document .al and will, in many instances, consist of individual tracts, the exact boundaries of which additional donations cannot be determined until and at such time as the individual Preliminary Plats have been processed for said residential subdivisions. As such, the Parties further acknowledge these portions of the additional 275 acres of Preserve Areas may be privately owned, with no public access or connection, but will count toward the additional 275 acre requirement and that such individual tracts may either be donated (for public use) or dedicated (for private use) on a parcel by parcel basis at the time of approval of each Final Plat for the particular residential subdivisions. Within 180 days of the donation or dedication of the 275 acres of Preserve Areas being completed, the Company will provide the City with a legal description for the entire dedicated or donated Preserve Areas and a map, which specifically identifies the locations of the entire dedicated or donated Preserve Areas. There will be no requirement for, but the Company will be allowed to provide detention/retention facilities or structures for storm water within the Preserve Area upon City approval.

13.2 Community and Neighborhood Parks. The Parties acknowledge that pursuant to the General Plan, the City has established a policy expectation for acreage for Community and Neighborhood Parks, as those terms are defined in the General Plan. The Parties acknowledge that the Company will cause to be dedicated and may improve such acres for the Community and Neighborhood Parks. Such Community and Neighborhood Park acreage will be

located and dedicated in accordance with the most recent approved PCD Zoning on file with the City. The Parties agree that one Community and two Neighborhood Parks sites are identified for Vistancia North and that one Community and one Neighborhood Park site has been identified and has or will be dedicated to the City for Vistancia South (Figure C-4, as referenced above). The Parties further acknowledge that two additional private recreation facilities have been constructed and are privately owned and maintained as depicted on the Master Plans. The Company will cause to be dedicated and offer to improve each individual Park site at the time platting begins within the relevant phase of the Property. When the Company makes such an offer, the City will, at its sole discretion, inform the Company whether it wants the Company to improve the site prior to dedication. If the City elects not to have the Park site improved, taking into consideration the City's then-current ability to provide ongoing maintenance for that particular Park site, then the Company's obligation to improve that particular Park site is waived and the Company will cause the unimproved Park site to be dedicated to the City during the platting process; provided it shall be a condition to the Company's obligation to cause to be dedicated said Community and Neighborhood Park sites that the City shall reimburse the Owner concurrent with such dedication, in accordance with Paragraph 19 (or, at the sole discretion of the City, from other funding sources), for the value of the Community and Neighborhood Park sites/property and for any improvements which are completed. The Company will not be allowed to utilize the Community and Neighborhood Park land (with the exception of the parcel D-8 retention basin) for ^{Unofficial Document} detention/retention facilities except portions of improved parks may be utilized for detention/retention pursuant to (or based on) plans approved by the City.

13.3 Relationship to School Sites. The Master Plans include proposed school sites. As long as the school facilities built on the proposed school sites are 15 acres in size for an elementary or middle school, or 40 acres for a high school, the City and Company agree that, in an effort to most efficiently utilize public open space, it is contemplated that there may be shared facilities including but not limited to ball fields, parking facilities, and other recreational amenities, between the Neighborhood and Community Parks and the proposed school sites, provided the size of the school sites and the parks are not significantly diminished. The City acknowledges that, as referenced in the Original Agreement, the southernmost elementary school site in Vistancia North was timely donated for school uses, including shared facilities, and, accordingly, only one additional Neighborhood Park site will be required in Vistancia North pursuant to Paragraph 13.2.

14. Library Site. The Company will cause to be reserved a site not to exceed five acres (portion of land) for a Community Library until October 1, 2016; provided, if the City has not requested in writing the formal dedication of the Community Library site on or before October 1, 2016, the Company shall be released from any further obligation to reserve a site for a Community Library. If the City timely requests

such formal dedication, it is anticipated that the Community Library will be located in the general area of the Community Park in Vistancia South. However, the City reserves the right/ability to move the Community Library to another location in the City and is not obligated to locate the Community Library on the Property. If the City elects to locate the Community Library on the Property and timely requests formal dedication of the site, it shall be a condition to the Company's obligation to cause the site to be dedicated that the City shall reimburse the Company concurrent with such dedication, in accordance with Paragraph 19 (or, at the sole discretion of the City, from other funding sources), for the value of the site. Given that a Community Library is of benefit to more than residents of the City within the Property, the reimbursement is not restricted to Impact Fees collected within the Property. However, should the City elect to locate the Community Library elsewhere, the Company will not be entitled to such reimbursement.

15. Water. The Parties have agreed upon the attached Water Appendix with reference to the provision of potable water, the provision and installation of potable and wastewater infrastructure, the use of treated effluent on the Property, and financial responsibilities and owner reimbursements. The Water Appendix is attached as **Exhibit C** and hereby fully incorporated into this Agreement by this reference.

16. Public Safety.

16.1 Police and Fire Station Sites. The Master Plans include sites for two permanent fire stations Unofficial Document located two acres each unless such station will be a joint public safety facility. The City acknowledges that, consistent with the Original Agreement, the first fire station, Fire Station #196, was constructed, dedicated and is currently operated by the City. At its discretion, the City will determine whether a public safety need exists for an additional fire station or joint public safety facility as the Property develops, in which event the City and the Company will cooperate reasonably to determine the appropriate location of the site, as long as the site is located on a collector street. In such event, the Company will cause the site to be dedicated for the future fire station or joint public safety facility within 180 days of the written request of the City, which includes the specific location of the site and acreage requirement, provided the City acknowledges and agrees the Company will not be responsible for the operations or maintenance costs for such future fire station or joint public safety facility. The Company and the City will continue to be jointly responsible for the cost of staffing the first fire station in accordance with the proportionate shares as illustrated in **Exhibit D**, "Fire Services Operating Cost Sharing Formula" provided the "cost of staffing the first fire station" will continue to be fixed as provided in Paragraph 4 of the First Amendment, which is incorporated herein in its entirety by this reference. The City will use its best efforts to compel other developments located west of the Agua Fria River and south of the Central Arizona Project Canal to participate in the payment of such staffing costs, with any such payments to be applied to reduce the Company's share as illustrated in **Exhibit D**. The City acknowledges and agrees that, upon dedication and the City's

acceptance of each additional fire station site, the Company is entitled to owner reimbursements for each site in accordance with Paragraph 19, but will not be entitled to owner reimbursements for the cost of staffing (operating) the first fire station.

16.2 Police Presence during Construction. The Company may rent City police department cars/vehicles, provided that off-duty City police officers will be utilizing the cars as they patrol the Property. The off-duty work in January of 2012 is authorized for City police department sworn officers at a rate of \$30.00 per hour paid directly to the officers. The off-duty rate of pay is examined annually and is subject to revision each year. The department vehicles may be available for use for off-duty work, based upon availability, at a rate of approximately \$10.00 per hour of usage, which would be paid to the City.

17. Transportation.

17.1 Improvements. Except as indicated below in Subparagraphs 17.2 and 17.3, the City and the Company agree that the Company will ultimately be responsible for its proportionate share of the roadway improvements included in the updated Vistancia Traffic Impact Analysis, prepared by TASK Engineering (as revised from time to time at the direction of the City Engineer), revised on February 3, 2012 (hereinafter referred to as the "Traffic Study"). Future proposed updates to the Traffic Study will be subject to the approval of the City Engineer in his sole discretion. The Company ^{Unofficial Document} and the City Engineer may from time to time agree that the Traffic Study will be updated and re-approved by the City Engineer. Phasing of the roadway infrastructure will be determined on a cooperative basis by the Parties (with the ultimate decision/conclusion being made by the City Engineer) during the relevant platting process. Following construction of any such roadway improvements, the Company will dedicate said improvements to the City or, as may be appropriate with respect to certain off-site roadway improvements, to the appropriate public entity relevant to the jurisdictional location of such roadway. The City and the Company may agree that certain roadway infrastructure, such as median and shoulder landscaping, sidewalks, paths or trails, may be dedicated to the City but that the Vistancia Property homeowners association or sub-association thereof will be responsible for maintenance of any such dedicated infrastructure. The Company will be entitled to owner reimbursements for its participation in the transportation improvements described in this and the following subparagraphs, including but not limited to any costs of condemnation pursuant to the following subparagraphs, pursuant to the provisions of Paragraph 19.

17.2 Acquisition of Rights-of-Way from Private Property Owners. The Company will use commercially reasonable efforts to acquire from private property owners any and all necessary rights-of-way for off-site transportation improvements for which the Company is responsible. If the Company is unable to acquire such right-of-way from private property owners within a commercially

reasonable time period, then the City will exercise its power of condemnation to the full extent permitted by law to acquire such right-of-way, provided the City has received (1) notice from the Company of the Company's inability to acquire the right-of-way pursuant to this Paragraph, and (2) all other necessary documents (e.g., satisfactory environmental, reports, appraisals, etc.) for condemnation. In the event the City exercises its power of condemnation pursuant to this Paragraph, the Company will be responsible for all costs of condemnation, including but not limited to reasonable attorneys fees.

17.3 Acquisition of Rights-of-Way from Public Property Owners.

The Company will use commercially reasonable efforts to acquire from public property owners, including but not limited to the Arizona State Land Department, the Central Arizona Water Conservation District and the United States, any and all necessary rights-of-way and easements for offsite transportation improvements for which the Company is responsible. The City will cooperate with such efforts, including but not limited to serving as an applicant or co-applicant on necessary governmental applications. The Company will be responsible for all costs associated with acquiring right-of-way and easements from public property owners.

18. Economic Development Cooperation. The Parties wish to, and shall cooperate in connection with joint efforts to, promote the development of the Vistancia Commercial Core by initiating commercial and industrial employment-generating uses along the Loop 303 corridor, through the extension of infrastructure and utilities to make the area "shovel ready" for build-to-suit economic development opportunities, including the Parties shall do the following:

18.1 Company Obligations. The Company (and/or assignee of the Company approved by the City pursuant to Paragraph 22) shall:

18.1.1 Construct all access roads, an off-site sewer line (either the "State land Section 36 sewer line", as the same is commonly known, or an equivalent sewer solution approved by the City), and all utility and infrastructure extensions (such as street, curb, gutter, sidewalk, water, sewer, electric, fiber, and natural gas) from El Mirage Road to each Vistancia Commercial Core development parcel (see ***Exhibit E***); and

18.1.2 Cause to be donated, either to the City or, with the City's prior written approval, directly to one or more targeted end users, up to 50 acres of buildable land located in the Vistancia Commercial Core; provided it shall be a condition to the Company's obligation to cause any such donation to be made that the City shall have satisfied all conditions to the City's expenditure of the City funding allocation for backbone infrastructure pursuant to Subparagraph 18.2.

18.2 City Obligations. On or before the City's approval of this Agreement, the City has taken all City action necessary to appropriate and allocate \$6,700,000 to be used for the development of backbone infrastructure which the Parties agree is necessary and useful to open the Vistancia Commercial Core to economic development opportunities, including the extension of El Mirage Road from its current terminus at the Safeway Center to Lone Mountain Parkway along with other infrastructure necessary to enable the full development of the Vistancia Commercial Core. The City funding allocation for the backbone infrastructure may be expended only after a full analysis of infrastructure and utility needs is performed and budgeted, as well as a targeted end user is identified to the satisfaction of the City. The targeted end user's project must be "shovel ready," which means that a predetermined program, schedule and financing ability exists to bring needed infrastructure and utility extension to a site within the quickest time frame possible.

19. City Reimbursements; Credits Against Fees. Some of the dedications and/or improvements which the Company is required to provide, install and/or pay for are or may be included within infrastructure, improvements and real property which are funded by various City impact, development, resource, and/or expansion fees, including fees assessed pursuant to A.R.S. §9-463.05 (referred to collectively as "Impact Fees").

19.1 Company's Right to Receive Reimbursement from Impact Fees. The City hereby expressly ^{Unofficial Document} agrees that the Company (or any assignee of the Company pursuant to a specific assignment of such rights with the City having the right to approve such assignments in its sole discretion) will have the right to receive reimbursement from Impact Fees collected by the City from the Property for dedications and/or improvements made by the Company which are included within each of the City's Impact Fee categories. Additionally, if applicable, the Company will have the right to receive reimbursement from Impact Fees collected by the City from benefited areas outside the Property for the Library Site dedication pursuant to Paragraph 14. To the extent the City imposes Impact Fees in new categories after the date of this Agreement, the City agrees that the Company will be reimbursed from Impact Fees in all such categories that it may impose for any infrastructure, improvements and real property that is a general public benefit provided by the Company. Alternatively, if certain "public infrastructure", as defined in A.R.S. §48-701, is financed through a community facilities district pursuant to Paragraph 20 of this Agreement, the Parties acknowledge that such district will receive reimbursement in accordance with this Paragraph, instead of the Company, for such public infrastructure.

19.2 City's Obligation to Reimburse Company for Benefited Off-Site Properties. The Parties agree that some of the transportation improvements which the Company will install and/or pay for (including the underlying land) will benefit properties other than the Property. Such properties constitute the "Benefited Areas." A map of the Benefited Areas is attached as

Exhibit F. The Benefited Areas are defined as off-site properties that (a) are not within the Property, (b) are or may be developed in the future within the corporate limits of the City and (c) are not subject to a public improvement repayment zone being placed on the property (as defined in Section 23-33 of the City Code), but which will benefit from, and will be subject to required Impact Fees designed to pay for, the transportation improvements the Company will install and/or pay for. For the term of this Agreement, prior to allowing development on the Benefited Areas, the City will determine each benefited property's pro-rata share, in accordance with general City practice for the type of improvement involved, if any, to ensure that the Company is compensated for the cost of such transportation improvements before or concurrently with such development. Without limitation of the foregoing, the Company will be entitled to be reimbursed from Impact Fees paid by any such Benefited Area properties for the benefited property owner's pro-rata share of the cost of such improvement.

19.3 Reimbursement Mechanism. The Parties will agree, separately and from time to time, to an accounting system to track the amount of owner reimbursements which the City owes to the Company or other applicable entity. The owner reimbursement payments made by the City to the Company for all infrastructure, improvements and real property other than the transportation improvements referenced in Paragraph 19.2 will be made when the applicable Impact Fees have been collected except as otherwise provided in this Agreement or otherwise mutually determined by the City and the Company.

Unofficial Document

20. Financing of Improvements.

20.1 The Parties acknowledge that a Community Facilities District ("CFD") encompassing the Vistancia Property was formed pursuant to the Original Agreement which continues to exist as of the Effective Date of this Agreement. Financing of the acquisition or construction of any future public infrastructure, as such term is defined in A.R.S. §48-701, to be constructed by the Company pursuant to this Agreement or the Master Plans may be undertaken through the existing CFD or, alternatively, pursuant to a new CFD formed, at the Company's request and with the City's concurrence in accordance with the City's existing CFD policy and provided there is sufficient land and property value within the Property or other financial assurances provided, at the time of the CFD's issuance of any debt, to support repayment of the debt. The City will cooperate in accordance with the City's existing CFD policy in the formation of such new CFD, if requested by the Company, in accordance with Title 48 of the Arizona Revised Statutes or any other applicable laws and regulations (the "Public Finance Laws"). The City agrees, subject to any limitations imposed by the Public Finance Laws, the debt issued by any such CFD will be on such terms as the Company and the City mutually may determine. The City will not include the Property in any CFD to finance public infrastructure without the Company's prior written consent.

20.2 Nothing herein will require the City to adopt any resolution forming a CFD if an independent financial analysis or engineering study prepared by an independent consultant states in reasonable detail that the proposed financing or engineering design of the CFD infrastructure improvements is not feasible. The City's performance under this Paragraph 20 will be at no cost to the City.

21. Construction Oversight. The Company may be processing a significant amount of construction plans and building a significant amount of infrastructure, from time to time, in an effort to develop the Property as expeditiously as possible. Due to the complexity and quantity of these documents and the associated construction, the City will allow the Company to reimburse the City directly for salaries and benefits for additional City employees or contracted plan reviewers and building inspectors who will be dedicated solely or primarily to work associated with the Property, including but not limited to engineering (civil, structural), planning or landscape reviewers and on-site construction and building inspectors. The City may credit the Company against a portion, as determined by the City, of the plan check, building permit, and other similar fees, as determined by the City, for any such reimbursements made by the Company to the City.

22. Assignment and Assumption. The rights and obligations of the Company under this Agreement may be transferred or assigned, in whole or in part, by written instrument, to any of the Owners, from time to time, or to any subsequent owner of all or any portion of the Property ^{Unofficial Document} without further consent from the City. Upon the written assumption of any of the Company's obligations under this Agreement by any person or entity that succeeds to the Company's obligations with respect to, or to the Owners' ownership of, all or any portion of the Property, the Company will be released of all obligations assumed, but only if a copy of such assumption agreement is delivered to the City and recorded in the official records of Maricopa County, Arizona.

Notwithstanding the foregoing, however, the Parties agree that the City has relied upon the experience, expertise, financial strength, and prior history of the Company in reaching this Agreement. Accordingly, for a period of 25 years following the date of the Original Agreement (until October 21, 2026), the Company will not assign or delegate its obligations under Paragraphs 16, 17, 18 and 19, except to an Owner, without the prior written consent of the City. If the City refuses to consent because the City believes that the proposed assignee lacks either the financial ability, the technical ability, or the good faith intent to faithfully and fully perform the obligations of the Company enumerated in this Paragraph, or because the proposed assignee is likely to engage the City in litigation or arbitration over these obligations, the Company will have the opportunity to make a contrary showing to the City staff and/or Council. If the Company makes a commercially reasonable showing that, in fact, the proposed assignee possesses the financial ability, the technical ability, and the good faith intent to faithfully and fully perform the obligations of the Company enumerated in this Paragraph; and that the proposed assignee does not have a substantial history of litigation or arbitration with public entities in connection with similar projects; and if the

City thereafter refuses to consent to the assignment despite said showing, then the City's refusal will be deemed unreasonable.

23. Successors and Assigns. The burdens and benefits of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. A future owner of any interest in a portion of the Property will be deemed a successor-in-interest to the Company and the Owners, provided no such owner will be deemed a third-party beneficiary with respect to the PCD Zoning or approvals relating to any other portion of the Property, which PCD Zoning and approvals may be amended by the action of the City and the owner of the portion of the Property for which such amendment is sought in accordance with and subject to the limitations of Paragraphs 5, 6 and 26 of this Agreement.

24. Effective Date of Agreement. The Effective Date of this Agreement is written in the first sentence of the Agreement.

25. Relationship of the Parties. It is acknowledged and understood that the contractual relationship between the Parties is undertaken pursuant to the authorization contained in A.R.S. § 9-500.05 and nothing contained in this Agreement will create any partnership, joint venture or agency relationship between the City and the Company. Except as provided in Paragraphs 22 and 23 hereof, no term or provision of this Agreement is intended to, or will, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation will have any ^{Unofficial Document} cause of action hereunder, whether as a third-party beneficiary or otherwise.

26. Guiding Principles. Because of the size and physical characteristics of the Property, the Parties recognize that planning and development activities for the Property will extend over many years. Many of the requirements and procedures provided for in this Agreement and in the Master Plans contemplate that use of the Property in the future will be subject, in many ways, to procedures, requirements, regulations and ordinances not presently in effect as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was approved and this Agreement is being executed. Consequently, the Parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law.

27. Amendment or Cancellation of the Agreement. This Agreement may be amended or cancelled, in whole or in part and with respect to all or any portion of the Property, with the mutual written consent of the Parties hereto. Within ten days after any such amendment or cancellation of this Agreement, the amendment or cancellation will be recorded by the City in the Official Records of Maricopa County, Arizona.

28. Duration. If not sooner terminated in accordance with the terms of this Agreement, this Agreement will automatically terminate and be of no further force or effect 25 years from the Effective Date of the Agreement; provided, however, that some provisions of the Agreement may provide for earlier termination of such provision. Extension of the duration of this Agreement may be granted upon written request and signed confirmation agreement between all Parties.

29. Notice.

29.1 Manner of Service. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith ("Notices") will be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified United States Postal Service Mail, return receipt requested, postage prepaid to:

If to the City:	City of Peoria City Manager's Office 8401 West Monroe Street Peoria, Arizona 85345
With a copy to:	City of Peoria City Attorney's Office 8401 West Monroe Street <small>Unofficial Document</small> , Arizona 85345
If to Company:	Vistancia Land Holdings L.L.C. 6720 N. Scottsdale Rd., Ste. 160 Scottsdale, Arizona 85253-4424 Attention: Mark Hammons
With a copy to:	Diane Belcher The Stratford Company 5090 N. 40th St., Ste. 260 Phoenix, AZ 85018
And to:	Rebecca Lynne Burnham Greenberg Traurig, LLP 2375 East Camelback Road Suite 700 Phoenix, Arizona 85016

or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice will be given at least ten days before the date on which the change is to become effective.

29.2 Mailing Effective. Notices, given by mail, will be deemed delivered 72 hours following deposit in the U.S. Postal Service, in the manner set forth above.

30. General Provisions.

30.1 Waiver. No delay in exercising any right or remedy will constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement will be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Nothing herein or in the Master Plans will constitute or be deemed to be a waiver by the Company of its rights to request future rezoning or changes in development standards for all or any portion(s) of the Property pursuant to City procedures and requirements existing at the time of the request. Nothing herein contained will be deemed to be a waiver by the City of the right to act, by approval or denial, on such rezoning or change, to the extent such action would not otherwise be in breach of this Agreement.

30.2 Attorneys' Fees and Costs. If legal action by either party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs.

30.3 Counterparts. Unofficial Document This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

30.4 Headings. The description headings of the paragraphs of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

30.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and will not be changed or added to except in the manner provided in Paragraph 27. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement. All prior and contemporaneous agreements, representations and understandings of the City with any other parties, oral or written, other than specifically incorporated herein by reference, regarding any portion of or all of the Property, are superseded by this Agreement.

30.6 Termination Upon Sale to Public. This Agreement is not intended to and will not create conditions or exceptions to title or covenants running with the Property as to Public Lots as defined below. Therefore, to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, notwithstanding anything contained herein to the contrary,

this Agreement will terminate without the execution or recordation of any further document or instrument as to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user thereof (a "Public Lot") and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement.

30.7 Severability. If any provision of this Agreement is declared void or unenforceable, the provisions will be severed from this Agreement and the remainder of the Agreement will otherwise remain in full force and effect, provided that the overall intent of the Parties is not materially vitiated by such severability.

30.8 Governing Law. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.

30.9 Recordation. No later than ten days after this Agreement has been executed by the City, the Company and the Owners, it will be recorded in its entirety, by the City, in the Official Records of Maricopa County, Arizona.

30.10 Default, Remedies. If any Party to this Agreement breaches any provision of the Agreement, the non-defaulting Party will be entitled to all remedies available at both law and in equity, including but not limited to specific performance.

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30.11 Authority. The Company represents and warrants to the City: (1) that it is duly formed and validly existing under the laws of the State of Delaware; and (2) that the individual(s) executing this Agreement on behalf of the Company is authorized and empowered to bind the Company. The City represents and warrants to the Company: (1) that it is a duly formed municipal corporation with the State of Arizona; and (2) that the individual(s) executing this Agreement on behalf of the City are authorized and empowered to bind the City.

30.12 Estoppel. The Parties hereto covenant and agree with each other to provide within 21 days of written request from the other an estoppel certificate signed by a duly authorized representative of such party indicating that the other party is not then in default under any of the obligations pursuant to this Agreement.

30.13 Cancellation. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

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

"CITY"
CITY OF PEORIA, ARIZONA,
a municipal corporation

By: Bob Barrett
Bob Barrett, Mayor

Attest:

Wanda Nelson
Wanda Nelson, City Clerk



Approved as to form:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

Unofficial Document

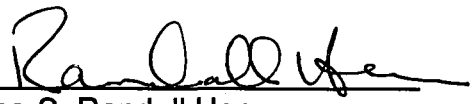
"COMPANY"

VISTANCIA LAND HOLDINGS, LLC,
a Delaware limited liability company

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By: 
Name: S. Randall Hearne
Title: Vice President and COO

Unofficial Document

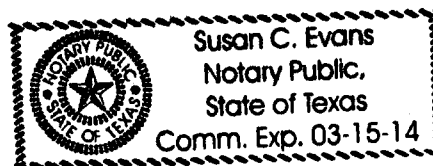
STATE OF ARIZONA)
)ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 28th day of March, 2012, by S. Randall Hearne as Vice President and COO of Stratford Fund III GP, LLC, General Partner of Stratford Land Fund III, L.P., sole and managing member of SLF III - Vistancia, LLC, sole and managing member of Vistancia Land Holdings LLC, a Delaware limited liability company.


Notary Public

My Commission Expires:

3-15-2014



Acknowledgement & Consent

The undersigned Owners hereby represent and warrant to the City: (a) the Owners are the sole fee title owners of the Property; (b) the Owners are affiliates under common control with Company who is authorized and has undertaken to perform the terms and conditions of this Agreement applicable to the Company; (c) the Owners are duly formed and validly existing under the laws of the State of Delaware; and (d) the individual(s) executing this Agreement on behalf of the Owners are authorized and empowered to bind the Owners. The Owners further hereby: (i) consent to this Agreement; (ii) acknowledge that this Agreement shall bind the Property, (ii) authorize and consent to the recordation of this Agreement for the purpose of binding the interests of the Owners in and to the Property.

VISTANCIA NORTH, LLC,
a Delaware limited liability company

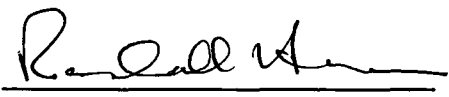
By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

Unofficial Document

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By: 
Name: S. Randall Hearne
Title: Vice President and COO

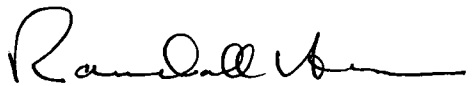
VISTANCIA SOUTH, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By: 
Name: S. Randall Hearne
Title: Vice President and COO

Unofficial Document

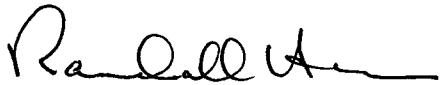
VISTANCIA 580 COMMERCIAL, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By: 
Name: S. Randall Hearne
Title: Vice President and COO

Unofficial Document

VISTANCIA 150 COMMERCIAL, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By: *S. Randall Hearne*
Name: S. Randall Hearne
Title: Vice President and COO

Unofficial Document

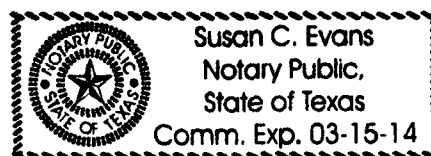
STATE OF ARIZONA)
)ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 28th day of March, 2012, by S. Randall Hearne as Vice President and COO of Stratford Fund III GP, LLC, General Partner of Stratford Land Fund III, L.P., sole and managing member of SLF III-Vistancia, LLC, managing member of SLF III – VPMM, LLC, sole and managing member of Vistancia North, LLC, a Delaware limited liability company.

Susan C. Evans
Notary Public

My Commission Expires:

3-15-2014



STATE OF ARIZONA)
)ss.
 County of Maricopa)

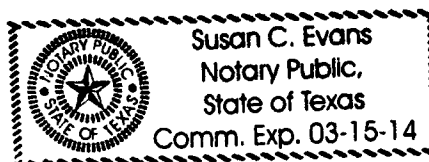
SUBSCRIBED AND SWORN to before me this 28th day of March, 2012, by S. Randall Hearne as Vice President and COO of Stratford Fund III GP, LLC, General Partner of Stratford Land Fund III, L.P., sole and managing member of SLF III-Vistancia, LLC, managing member of SLF III – VPMM, LLC, sole and managing member of Vistancia South, LLC, a Delaware limited liability company.



 Notary Public

My Commission Expires:

3-15-2014



Unofficial Document

STATE OF ARIZONA)
)ss.
 County of Maricopa)

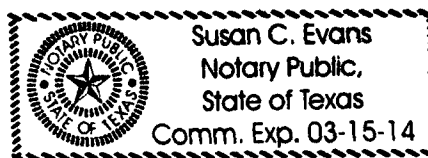
SUBSCRIBED AND SWORN to before me this 28th day of March, 2012, by S. Randall Hearne as Vice President and COO of Stratford Fund III GP, LLC, General Partner of Stratford Land Fund III, L.P., sole and managing member of SLF III- Vistancia, LLC, managing member of SLF III – VPMM, LLC, sole and managing member of Vistancia 580 Commercial, LLC, a Delaware limited liability company.



 Notary Public

My Commission Expires:

3-15-2014



STATE OF ARIZONA)
)ss.
 County of Maricopa)

SUBSCRIBED AND SWORN to before me this 28th day of March, 2012, by S. Randall Hearne as Vice President and COO of Stratford Fund III GP, LLC, General Partner of Stratford Land Fund III, L.P., sole and managing member of SLF III-Vistancia, LLC, managing member of SLF III – VPMM, LLC, sole and managing member of Vistancia 150 Commercial, LLC, a Delaware limited liability company.



 Notary Public

My Commission Expires:

3-15-2014



Unofficial Document

EXHIBIT A
[Legal Description of Property]

Unofficial Document

PLATTED LOTS

LOTS 1 THROUGH 48, INCLUSIVE, AND TRACTS A THROUGH I, INCLUSIVE, AND TRACT M OF VISTANCIA NORTH PHASE III PARCEL F1, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1108 OF MAPS, PAGE 47

LOTS 49 THROUGH 105, INCLUSIVE, AND TRACTS A, C, H, J, K, AND L OF VISTANCIA NORTH PHASE III PARCEL F1, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1077 OF MAPS, PAGE 8

LOTS 1 THROUGH 12, INCLUSIVE, LOTS 55 THROUGH 74, INCLUSIVE, VISTANCIA NORTH PHASE III PARCEL F5, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1077 OF MAPS, PAGE 7

LOTS 1 THROUGH 33, INCLUSIVE, AND TRACTS A THROUGH F, INCLUSIVE, OF BLACKSTONE AT VISTANCIA ^{Unofficial Document} PARCEL A4, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 962 OF MAPS, PAGE 31

LOT 1, OF BLACKSTONE AT VISTANCIA PARCEL B2, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 767 OF MAPS, PAGE 49

LOTS 12 AND 13 OF REPLAT OF LOTS 12 AND 13 OF BLACKSTONE AT VISTANCIA PARCEL B2, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 831 OF MAPS, PAGE 10,

LOTS 1 AND 18, OF BLACKSTONE AT VISTANCIA PARCEL B8, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 768 OF MAPS, PAGE 27

LOTS 1 THROUGH 16, INCLUSIVE, 19 AND 21, OF BLACKSTONE AT VISTANCIA PARCEL B7, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 961 OF MAPS, PAGE 38

LOTS 1 THROUGH 101, INCLUSIVE, AND TRACTS A THROUGH J, INCLUSIVE, AND TRACTS L AND M OF VISTANCIA VILLAGE A PARCEL G2, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1073 OF MAPS, PAGE 3

LOTS 1, 2, 3, 7, 12, 13 AND 19 THROUGH 23, INCLUSIVE, AND 25 THROUGH 27, INCLUSIVE, OF BLACKSTONE AT VISTANCIA PARCEL B10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 767 OF MAPS, PAGE 48

LOTS 28, 29, 32, AND 33, OF REPLAT OF TRACT "B" AT VISTANCIA PARCEL B10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 929 OF MAPS, PAGE 6

Unofficial Document

August 14, 2009
 Vistancia, LLC
 Parcel A3
 Boundary
 Page 1 of 3

LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 23 and the West Half of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner (GLO brass cap) of said Section 23, from which point the northeast corner (GLO brass cap) thereof bears S 89°42'39" E a distance of 2641.10 feet;

Thence S 51°35'00" E a distance of 669.36 feet to the POINT OF BEGINNING;

Thence 217.01 feet along the arc of a curve to the left, having a radius of 185.00 feet, through a central angle of 67°12'40" and a chord bearing S 22°42'50" E, from which point the radius point bears S 79°06'30" E Unofficial Document

Thence S 54°21'32" E a distance of 254.56 feet;

Thence S 49°05'40" E a distance of 589.61 feet;

Thence S 48°07'08" E a distance of 565.84 feet;

Thence S 62°51'28" E a distance of 275.41 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears N 35°43'04" E;

Thence 169.03 feet along the arc of said curve to the left, having a radius of 100.03 feet, through a central angle of 96°48'54" and a chord bearing N 77°18'38" E;

Thence S 80°23'31" E a distance of 382.62 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 75°03'53" E;

Thence 167.37 feet along the arc of said curve to the left, having a radius of 190.95 feet, through a central angle of 50°13'06" and a chord bearing S 10°10'26" E;

Thence S 35°16'59" E a distance of 411.26 feet;

August 14, 2009
 Vistancia, LLC
 Parcel A3
 Boundary
 Page 2 of 3

Thence S 08°16'05" E a distance of 414.71 feet;

Thence S 14°04'07" W a distance of 315.97 feet;

Thence N 13°52'02" W a distance of 127.14 feet;

Thence N 54°26'23" W a distance of 106.40 feet;

Thence S 55°34'48" W a distance of 109.14 feet;

Thence S 23°59'18" W a distance of 55.47 feet;

Thence N 34°25'12" W a distance of 550.18 feet;

Unofficial Document

Thence 2265.07 feet along the arc of a curve to the left, having a radius of 3285.00 feet, through a central angle of 39°30'23" and a chord bearing N 54°10'24" W,

Thence N 29°55'06" W a distance of 37.92 feet;

Thence N 14°44'12" E a distance of 47.90 feet;

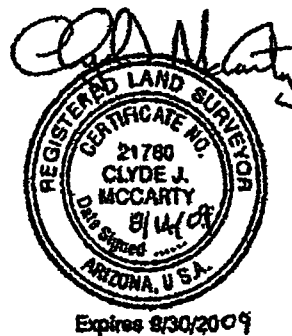
Thence 51.99 feet along the arc of a curve to the left, having a radius of 442.00 feet, through a central angle of 06°44'22" and a chord bearing N 11°22'01" E,

Thence 11.53 feet along the arc of a curve to the right, having a radius of 20.00 feet, through a central angle of 33°01'43" and a chord bearing N 24°30'41" E,

Thence 49.04 feet along the arc of a curve to the left, having a radius of 72.00 feet, through a central angle of 39°01'32" and a chord bearing N 21°30'46" E,

Thence N 02°00'00" E a distance of 23.19 feet;

Thence 45.81 feet along the arc of a curve to the left, having a radius of 72.00 feet, through a central angle of 36°27'10" and a chord bearing N 16°13'35" W,



August 14, 2009
 Vistancia, LLC
 Parcel A3
 Boundary
 Page 3 of 3

Thence 12.72 feet along the arc of a curve to the right, having a radius of 20.00 feet, through a central angle of $36^{\circ}27'10''$ and a chord bearing $N 16^{\circ}13'35'' W$,

Thence $N 02^{\circ}00'00'' E$ a distance of 53.08 feet;

Thence 26.27 feet along the arc of a curve to the right, having a radius of 348.00 feet, through a central angle of $04^{\circ}19'31''$ and a chord bearing $N 04^{\circ}09'46'' E$,

Thence $N 53^{\circ}34'11'' E$ a distance of 5.39 feet;

Thence $N 11^{\circ}31'37'' E$ a distance of 21.00 feet;

Thence $N 78^{\circ}28'23'' W$ a distance of 0.76 feet;

Unofficial Document

Thence $N 11^{\circ}31'37'' E$ a distance of 21.00 feet;

Thence $N 31^{\circ}32'53'' W$ a distance of 5.56 feet to the beginning of a non-tangent curve to the right, from which point the radius point bears $S 75^{\circ}25'25'' E$;

Thence 124.21 feet along the arc of said curve to the right, having a radius of 348.00 feet, through a central angle of $20^{\circ}27'01''$ and a chord bearing $N 24^{\circ}48'05'' E$,

Thence $N 35^{\circ}01'36'' E$ a distance of 130.02 feet;

Thence 38.64 feet along the arc of a curve to the left, having a radius of 472.00 feet, through a central angle of $04^{\circ}41'28''$ and a chord bearing $N 32^{\circ}40'52'' E$ to the POINT OF BEGINNING.

Said Description contains 28.7986 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is $S 89^{\circ}42'39'' E$ for the north line of the Northeast Quarter of Section 23, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

**A LEGAL DESCRIPTION FOR
PARCEL B-6 BLACKSTONE AT VISTANCIA**

A PARCEL OF LAND LYING WITHIN A PORTION OF SECTION 24,
TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE CENTER OF SAID SECTION 24, A REBAR WITH CAP
MARKED: #26409, FROM WHICH THE WEST QUARTER CORNER OF SAID
SECTION, A GLO BRASS CAP, BEARS N89°39'14"W (BASIS OF BEARING)
FOR A DISTANCE OF 2632.20 FEET;**

**THENCE S89°38'45"E FOR A DISTANCE OF 890.11 FEET TO A POINT ON
THE WESTERN BOUNDARY OF PARCEL B-6 BLACKSTONE AT VISTANCIA,
AND THE TRUE POINT OF BEGINNING;**

THENCE N02°32'19"W FOR A DISTANCE OF 24.19 FEET;

THENCE N13°57'30"W FOR A DISTANCE OF 97.95 FEET;

THENCE S89°50'18"E FOR A DISTANCE OF 163.70 FEET;

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THENCE S87°56'58"E FOR A DISTANCE OF 72.05 FEET;

THENCE S89°50'18"E FOR A DISTANCE OF 139.39 FEET;

**THENCE S00°07'41"W FOR A DISTANCE OF 118.26 FEET TO A POINT ON
THE MID-SECTION LINE BEARING S89°38'45"E FOR A DISTANCE OF
1311.91 FEET TO THE EAST QUARTER CORNER OF SECTION 24,**

**THENCE S00°14'20"E FOR A DISTANCE OF 444.29 FEET TO A POINT OF
CURVE TO THE RIGHT;**

**THENCE SOUTHWESTERLY 1480.85 FEET ALONG THE ARC OF SAID
CURVE TO A POINT OF NON TANGENCY, SAID ARC HAVING A RADIUS OF
3920.00 FEET, AND A CENTRAL ANGLE OF 21°38'40" AND BEING
SUBTENDED BY A CHORD THAT BEARS S11°03'40" W FOR A DISTANCE
OF 1472.06 FEET,**

THENCE S22°05'48"W FOR A DISTANCE OF 274.54 FEET,

THENCE S66°53'18"W FOR A DISTANCE OF 56.36 FEET,

THENCE N67°53'50"W FOR A DISTANCE OF 776.71 FEET;

THENCE N50°27'22"E FOR A DISTANCE OF 509.01 FEET;

THENCE N39°58'32"E FOR A DISTANCE OF 358.81 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY 142.92 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENT, SAID ARC HAVING A RADIUS OF 185.00 FEET AND A CENTRAL ANGLE OF 44°15'53" AND BEING SUBTENDED BY A CHORD THAT BEARS N43°06'02"E FOR A DISTANCE OF 139.40 FEET;

THENCE N22°19'21"E FOR A DISTANCE OF 386.69 FEET;

THENCE N00°08'24"W FOR A DISTANCE OF 415.80 FEET;

THENCE N25°08'08"W FOR A DISTANCE OF 56.99 FEET;

THENCE N05°51'34"W FOR A DISTANCE OF 82.53 FEET,

THENCE N02°32'09"W FOR A DISTANCE OF 118.90 FEET,

THENCE N09°37'43"W FOR A DISTANCE OF 91.33 FEET,

THENCE N02°33'02"W FOR A DISTANCE OF 56.90 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINING 968,885.56 SQUARE FEET OR 22.24 ACRES MORE OR LESS SUBJECT TO EXISTING RIGHTS OF WAY AND EASEMENTS

THIS PARCEL DESCRIPTION IS BASED IN PART BY A LEGAL DESCRIPTION OF PARCEL B-7 (A PARCEL EAST OF PARCEL B-6) AND THE AMENDED RESULTS OF SURVEY RECORDED IN BOOK 632, PAGE 24, MARICOPA COUNTY RECORDS AND OTHER CLIENT PROVIDED INFORMATION. THIS PARCEL DESCRIPTION IS LOCATED WITHIN AN AREA SURVEYED BY WOOD-PATEL AND ASSOCIATES INC DURING DECEMBER 2002 AND ANY MONUMENTATION NOTED IN THIS PARCEL DESCRIPTION IS WITHIN ACCEPTABLE TOLERANCE (AS DEFINED IN "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS", DATED 2/14/2002) OF SAID POSITIONS BASED ON SAID SURVEY



August 14, 2009
 Vistancia, LLC
 Parcel B9
 Boundary
 Page 1 of 3

LEGAL DESCRIPTION

A parcel of land lying within the North Half of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner (GLO brass cap) of said Section 24, from which point the north quarter corner (rebar) thereof bears N 89°38'12" W a distance of 2540.76 feet;

Thence S 89°38'12" E a distance of 1347.02 feet to the POINT OF BEGINNING;

Thence 199.64 feet along the arc of a curve to the right, having a radius of 2385.00 feet, through a central angle of 04°47'46" and a chord bearing S 02°38'21" E, from which point the radius point bears S 84°57'46" W.

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Thence S 44°50'19" E a distance of 49.59 feet;

Thence S 00°08'54" W a distance of 2287.48 feet;

Thence N 89°51'06" W a distance of 131.08 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears N 46°42'46" W;

Thence 105.73 feet along the arc of said curve to the left, having a radius of 72.00 feet, through a central angle of 84°08'01" and a chord bearing N 01°13'14" E,

Thence 22.69 feet along the arc of a curve to the right, having a radius of 22.00 feet, through a central angle of 59°05'11" and a chord bearing N 11°18'11" W;

Thence N 83°51'35" W a distance of 78.17 feet to the beginning of a non-tangent curve to the right, from which point the radius point bears N 81°16'20" W,

Thence 19.07 feet along the arc of said curve to the right, having a radius of 22.00 feet, through a central angle of 49°40'28" and a chord bearing S 33°33'54" W;

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 Vistancia, LLC
 Parcel B9
 Boundary
 Page 2 of 3

Thence 30.16 feet along the arc of a curve to the left, having a radius of 72.00 feet, through a central angle of $23^{\circ}59'51''$ and a chord bearing $S\ 46^{\circ}24'12''\ W$;

Thence 23.44 feet along the arc of a curve to the right, having a radius of 22.00 feet, through a central angle of $61^{\circ}02'49''$ and a chord bearing $S\ 64^{\circ}55'42''\ W$;

Thence $N\ 84^{\circ}32'54''\ W$ a distance of 39.37 feet;

Thence 156.50 feet along the arc of a curve to the left, having a radius of 446.12 feet, through a central angle of $20^{\circ}05'59''$ and a chord bearing $S\ 85^{\circ}24'07''\ W$;

Thence $N\ 55^{\circ}33'31''\ W$ a distance of 2.65 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears $N\ 33^{\circ}55'48''\ W$,

Thence 223.82 feet along the arc of a non-tangent curve to the left, having a radius of 186.49 feet and through a central angle of $68^{\circ}45'58''$;

Thence $N\ 13^{\circ}15'54''\ W$ a distance of 321.81 feet;

Thence $N\ 03^{\circ}49'26''\ E$ a distance of 543.10 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears $N\ 80^{\circ}03'37''\ W$,

Thence 143.83 feet along the arc of said curve to the left, having a radius of 200.31 feet, through a central angle of $41^{\circ}08'27''$ and a chord bearing $N\ 10^{\circ}37'50''\ W$;

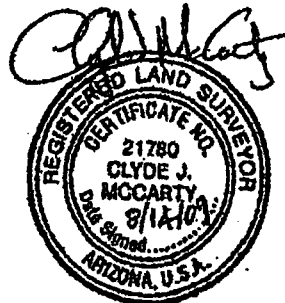
Thence $N\ 35^{\circ}18'09''\ W$ a distance of 558.16 feet;

Thence $N\ 48^{\circ}05'45''\ W$ a distance of 325.52 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears $S\ 46^{\circ}17'10''\ W$;

Thence 141.83 feet along the arc of said curve to the left, having a radius of 100.00 feet, through a central angle of $81^{\circ}15'49''$ and a chord bearing $N\ 84^{\circ}20'44''\ W$,

Thence $N\ 34^{\circ}29'24''\ W$ a distance of 13.51 feet;

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 Boundary
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Expires 8/30/2019

Thence N 56°50'26" E a distance of 21.27 feet;
 Thence N 05°10'05" E a distance of 34.50 feet;
 Thence S 84°49'55" E a distance of 11.33 feet;
 Thence N 05°10'05" E a distance of 34.50 feet;
 Thence N 38°45'18" W a distance of 19.01 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears N 82°34'59" W;
 Thence 712.64 feet along the arc of said curve to the left, having a radius of 412.50 feet, through a central angle of 98°59'06" and a chord bearing N 42°04'32" W;
 Thence S 88°25'55" W a distance of 587.48 feet;
 Thence 233.01 feet along the arc of a curve to the right, having a radius of 1450.00 feet, through a central angle of 09°12'26" and a chord bearing N 86°57'52" W;
 Thence 309.00 feet along the arc of a curve to the left, having a radius of 2050.00 feet, through a central angle of 08°38'11" and a chord bearing N 86°40'45" W;
 Thence N 00°21'43" E a distance of 4.47 feet;
 Thence S 89°38'17" E a distance of 1441.87 feet;
 Thence S 89°38'12" E a distance of 1193.74 feet to the POINT OF BEGINNING.

Said Description contains 39.0219 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°38'12" W for the north line of the Northeast Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

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 Vistancia, LLC
 Parcel B11
 Boundary
 Page 1 of 2

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows

Commencing at the northwest corner (GLO brass cap) of said Section 24, from which point the north quarter corner (rebar) thereof bears S 89°38'17" E a distance of 2637.11 feet;

Thence S 84°59'31" E a distance of 1308.79 feet to the POINT OF BEGINNING;

Thence 194.41 feet along the arc of a curve to the right, having a radius of 1950.00 feet, through a central angle of 05°42'44" and a chord bearing S 85°13'01" E, from which point the radius point bears S 01°55'37" W;

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Thence 249.08 feet along the arc of a curve to the left, having a radius of 1550.00 feet, through a central angle of 09°12'26" and a chord bearing S 86°57'52" E,

Thence N 88°25'55" E a distance of 118.63 feet;

Thence S 46°34'05" E a distance of 19.80 feet;

Thence N 88°25'55" E a distance of 43.00 feet;

Thence N 43°25'55" E a distance of 19.80 feet;

Thence N 88°25'55" E a distance of 327.28 feet;

Thence 651.43 feet along the arc of a curve to the right, having a radius of 348.50 feet, through a central angle of 107°05'58" and a chord bearing S 38°01'06" E,

Thence S 15°31'53" W a distance of 89.31 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 88°19'12" W,

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 Vistancia, LLC
 Parcel B11
 Boundary
 Page 2 of 2

Thence 280.47 feet along the arc of a non-tangent curve to the left, having a radius of 185.00 feet, through a central angle of $86^{\circ}51'48''$ and a chord bearing $N 45^{\circ}06'41'' W$;

Thence $N 85^{\circ}03'42'' W$ a distance of 345.19 feet;

Thence $N 60^{\circ}45'45'' W$ a distance of 506.91 feet;

Thence $N 74^{\circ}32'48'' W$ a distance of 317.90 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears $S 13^{\circ}11'31'' W$;

Thence 7.50 feet along the arc of said curve to the left, having a radius of 100.00 feet, through a central angle of $04^{\circ}17'41''$ and a chord bearing $N 78^{\circ}57'20'' W$ to the POINT OF BEGINNING.

Unofficial Document

Said Description contains 6.0794 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is $S 89^{\circ}38'17'' E$ for the north line of the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.



Expires 9/30/2009

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 Vistancia, LLC
 Parcel B13
 Boundary
 Page 1 of 2

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 24 and the Northeast Quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner (rebar) of said Section 24, from which point the northwest corner (GLO brass cap) thereof bears N 89°38'17" W a distance of 2637.11 feet;

Thence S 85°43'05" W a distance of 1475.01 feet to the POINT OF BEGINNING;

Thence S 35°32'43" W a distance of 429.17 feet;

Thence N 78°36'41" W a distance of 179.67 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 01°44'40" E;

Thence 36.76 feet along the arc of said curve to the left, having a radius of 51.34 feet, through a central angle of 41°01'14" and a chord bearing S 67°44'43" W;

Thence S 36°59'25" W a distance of 728.05 feet;

Thence S 16°21'29" W a distance of 199.74 feet;

Thence N 22°38'56" W a distance of 256.72 feet;

Thence N 06°17'34" W a distance of 492.10 feet;

Thence N 18°08'29" W a distance of 322.79 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 67°51'09" W;

Thence 62.36 feet along the arc of a non-tangent curve to the left, having a radius of 100.00 feet, through a central angle of 35°43'53" and a chord bearing N 40°00'48" W;

Thence S 85°04'13" E a distance of 266.68 feet;

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 Vistancia, LLC
 Parcel B13
 Boundary
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Thence 201.62 feet along the arc of a curve to the left, having a radius of 1232.00 feet, through a central angle of $09^{\circ}22'36''$ and a chord bearing $S\ 89^{\circ}45'31''\ E$;

Thence $N\ 85^{\circ}33'11''\ E$ a distance of 693.91 feet;

Thence 26.82 feet along the arc of a curve to the left, having a radius of 1950.00 feet, through a central angle of $00^{\circ}47'17''$ and a chord bearing $N\ 85^{\circ}56'50''\ E$;

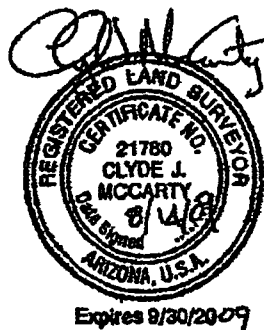
Thence $S\ 48^{\circ}22'31''\ E$ a distance of 19.77 feet,

Thence $N\ 87^{\circ}24'41''\ E$ a distance of 45.00 feet to the POINT OF BEGINNING.

Said Description contains 12.9460 acres of land, more or less, including any easements of record.

Unofficial Document

The basis of bearing for the above description is $N\ 89^{\circ}38'17''\ W$ for the north line of the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.



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 Vistancia, LLC
 Parcel B14
 Boundary
 Page 1 of 5

LEGAL DESCRIPTION

A parcel of land lying within the Northeast Quarter of Section 23 and the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner (GLO brass cap) of said Section 23, from which point the northeast corner (GLO brass cap) thereof bears S 89°42'39" E a distance of 2641.10 feet;

Thence S 89°42'39" E a distance of 607.37 feet to POINT OF BEGINNING #1 (POB#1);

Thence S 89°42'39" E a distance of 2033.73 feet;

Thence S 89°38'17" E a distance of 1195.24 feet;

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Thence S 00°21'43" W a distance of 4.47 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 00°59'50" E;

Thence 123.42 feet along the arc of said curve to the left, having a radius of 2050.00 feet, through a central angle of 03°26'58" and a chord bearing S 87°16'41" W;

Thence S 85°33'11" W a distance of 355.11 feet;

Thence 436.66 feet along the arc of a curve to the right, having a radius of 3268.00 feet, through a central angle of 07°39'21" and a chord bearing S 89°22'52" W;

Thence N 86°47'28" W a distance of 448.89 feet;

Thence 371.71 feet along the arc of a curve to the left, having a radius of 2132.00 feet, through a central angle of 09°59'22" and a chord bearing S 88°12'51" W;

Thence 324.88 feet along the arc of a curve to the right, having a radius of 2168.00 feet, through a central angle of 08°35'09" and a chord bearing S 87°30'45" W;

Thence N 88°11'40" W a distance of 478.12 feet;

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 Vistancia, LLC
 Parcel B14
 Boundary
 Page 2 of 5

Thence 156.88 feet along the arc of a curve to the right, having a radius of 1668.00 feet, through a central angle of $05^{\circ}23'19''$ and a chord bearing $N 85^{\circ}30'01'' W$;

Thence 192.87 feet along the arc of a curve to the left, having a radius of 2168.00 feet, through a central angle of $05^{\circ}05'50''$ and a chord bearing $N 85^{\circ}21'16'' W$;

Thence $N 87^{\circ}54'11'' W$ a distance of 345.62 feet;

Thence $N 00^{\circ}17'21'' E$ a distance of 5.29 feet to POINT OF BEGINNING #1 (POB#1);

AND;

A parcel of land lying within the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the north quarter corner (GLO brass cap) of said Section 23, from which point the northeast corner (GLO brass cap) thereof bears $S 89^{\circ}42'39'' E$ a distance of 2641.10 feet;

Thence $S 79^{\circ}55'01'' E$ a distance of 619.98 feet to POINT OF BEGINNING #2 (POB#2);

Thence $S 87^{\circ}54'11'' E$ a distance of 288.88 feet;

Thence 190.87 feet along the arc of a curve to the right, having a radius of 1668.00 feet, through a central angle of $06^{\circ}33'23''$ and a chord bearing $S 84^{\circ}37'30'' E$;

Thence $S 81^{\circ}20'49'' E$ a distance of 312.68 feet;

Thence 391.22 feet along the arc of a curve to the left, having a radius of 1648.00 feet, through a central angle of $13^{\circ}36'05''$ and a chord bearing $S 88^{\circ}08'51'' E$;

Thence $N 85^{\circ}03'06'' E$ a distance of 454.96 feet;

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 Vistancia, LLC
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 Boundary
 Page 3 of 5

Thence 227.89 feet along the arc of a curve to the right, having a radius of 1618.00 feet, through a central angle of $08^{\circ}04'12''$ and a chord bearing $N 89^{\circ}05'12'' E$;

Thence 110.34 feet along the arc of a non-tangent curve to the left, having a radius of 100.00 feet, through a central angle of $63^{\circ}13'16''$ and a chord bearing $S 35^{\circ}08'04'' W$, from which point the radius point bears $S 23^{\circ}15'18'' E$;

Thence 215.21 feet along the arc of a non-tangent curve to the left, having a radius of 185.00 feet, through a central angle of $66^{\circ}39'06''$ and a chord bearing $S 82^{\circ}40'56'' W$, from which point the radius point bears $S 26^{\circ}00'29'' W$;

Thence $S 46^{\circ}59'16'' W$ a distance of 238.80 feet;

Thence $S 31^{\circ}48'39'' W$ a distance of 271.38 feet to the beginning of a non-tangent curve to the left feet, from which point the radius point bears $S 52^{\circ}44'01'' E$;

Thence 265.21 feet along the arc of said curve to the left, having a radius of 100.00 feet, through a central angle of $151^{\circ}57'05''$ and a chord bearing $S 38^{\circ}42'34'' E$;

Thence $N 64^{\circ}40'10'' E$ a distance of 281.00 feet;

Thence $N 51^{\circ}51'36'' E$ a distance of 108.33 feet;

Thence $S 05^{\circ}07'39'' E$ a distance of 472.37 feet;

Thence $S 22^{\circ}38'33'' E$ a distance of 488.12 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears $S 13^{\circ}34'15'' E$;

Thence 195.76 feet along the arc of said curve to the left, having a radius of 185.00 feet, through a central angle of $60^{\circ}37'37''$ and a chord bearing $S 46^{\circ}06'56'' W$;

Thence $N 80^{\circ}23'31'' W$ a distance of 382.62 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears $N 61^{\circ}05'49'' W$;

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 Vistancia, LLC
 Parcel B14
 Boundary
 Page 4 of 5

Thence 103.17 feet along the arc of said curve to the left, having a radius of 100.03 feet, through a central angle of $59^{\circ}05'34''$ and a chord bearing $N 00^{\circ}38'36'' W$;

Thence $N 31^{\circ}54'04'' W$ a distance of 334.01 feet;

Thence $N 47^{\circ}36'04'' W$ a distance of 335.68 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears $N 30^{\circ}20'12'' W$;

Thence 333.99 feet along the arc of said curve to the left, having a radius of 182.40 feet, through a central angle of $104^{\circ}54'54''$ and a chord bearing $N 07^{\circ}12'21'' E$;

Thence $N 45^{\circ}15'06'' W$ a distance of 210.45 feet;

Thence $N 56^{\circ}18'30'' W$ a distance of 566 Official Document

Thence $N 68^{\circ}15'23'' W$ a distance of 297.35 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears $S 29^{\circ}58'02'' W$;

Thence 260.72 feet along the arc of a non-tangent curve to the left, having a radius of 100.43 feet, through a central angle of $148^{\circ}44'10''$ and a chord bearing $S 45^{\circ}35'57'' W$;

Thence 101.19 feet along the arc of a non-tangent curve to the left, having a radius of 185.00 feet, through a central angle of $31^{\circ}20'27''$ and a chord bearing $S 54^{\circ}33'59'' W$, from which point the radius point bears $S 19^{\circ}45'48'' E$;

Thence 153.90 feet along the arc of a non-tangent curve to the left, having a radius of 472.00 feet, through a central angle of $18^{\circ}40'55''$ and a chord bearing $N 10^{\circ}06'40'' E$, from which point the radius point bears $N 70^{\circ}32'52'' W$;

Thence $N 00^{\circ}46'12'' E$ a distance of 55.73 feet;

Thence $N 46^{\circ}26'01'' E$ a distance of 28.46 feet to POINT OF BEGINNING #2 (POB#2)

Said Description contains 24.3366 acres of land, more or less, including any easements of record.

August 14, 2009
Vistancia, LLC
Parcel B14
Boundary
Page 5 of 5

The basis of bearing for the above description is S 89°42'39" E for the north line of the Northeast Quarter of Section 23, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

Unofficial Document



August 14, 2009
 Vistancia, LLC
 Blackstone Guesthouse
 Boundary
 Page 1 of 2

LEGAL DESCRIPTION

A parcel of land lying within the Southwest Quarter Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner (GLO brass cap) of said Section 24, from which point the south quarter corner thereof bears S 89°42'19" E a distance of 2638.71 feet;

Thence N 61°54'21" E a distance of 2235.28 feet to the POINT OF BEGINNING;

Thence N 67°53'50" W a distance of 123.31 feet;

Thence N 22°06'10" E a distance of 121.65 feet,

Thence N 07°55'27" E a distance of 93.21 feet;

Thence N 33°36'15" E a distance of 65.03 feet,

Thence N 50°52'49" E a distance of 16.57 feet;

Thence N 06°05'23" W a distance of 7.05 feet;

Thence N 74°37'37" E a distance of 17.48 feet to the beginning of a non-tangent curve to the right, from which point the radius point bears S 38°17'22" W;

Thence 147.82 feet along the arc of said curve to the right, having a radius of 133.50 feet, through a central angle of 63°26'29" and a chord bearing S 19°59'23" E;

Thence S 11°43'51" W a distance of 191.88 feet;

Thence S 66°41'36" W a distance of 19.93 feet to the POINT OF BEGINNING.

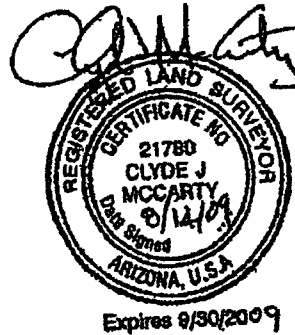
Said Description contains 0.7890 acres of land, more or less, including any easements of record.

Unofficial Document

August 14, 2009
Vistancia, LLC
Blackstone Guesthouse
Boundary
Page 2 of 2

The basis of bearing for the above description is S 89°42'19" E for the south line of the Southwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

Unofficial Document





AUGUST 11, 2009
PROJECT # 07114

PROPERTY DESCRIPTION FOR
PARCEL F-9 OF VISTANCIA

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 14, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SECTION 14, BEING MONUMENTED BY A BRASS CAP FLUSH, BEARS NORTH 00°03'34" EAST, A DISTANCE OF 2635.45 FEET;

THENCE NORTH 89°45'50" WEST, ALONG THE EAST-WEST MID SECTION LINE OF SECTION 14, A DISTANCE OF 1,324.04 FEET TO AN ALUMINUM CAP FLUSH WHICH MONUMENTS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 00°08'25" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 209.88 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NUMBER 344-330-3071, DATED FEBRUARY 4, 1981, REVISED MAY 20, 1986;

THENCE ALONG SAID LINE FOR THE FOLLOWING 6 COURSES, SOUTH 78°58'14" EAST, A DISTANCE OF 44.41 FEET;

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 339.62 FEET TO A BRASS CAP FLUSH;

THENCE CONTINUING NORTH 49°06'08" EAST, A DISTANCE OF 881.47 FEET TO A BRASS CAP FLUSH;

THENCE SOUTH 16°04'28" WEST, A DISTANCE OF 477.09 FEET;

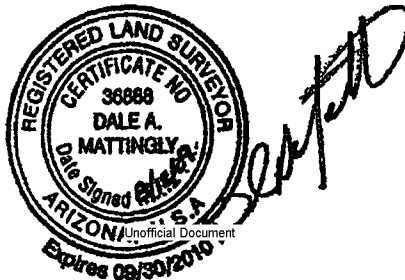
THENCE NORTH 49°06'08" EAST, A DISTANCE OF 200.03 FEET;

THENCE NORTH 16°04'28" EAST, A DISTANCE OF 477.09 FEET,

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 273.99 FEET TO THE EAST
LINE OF THE NORTHEAST QUARTER OF SECTION 14,

THENCE SOUTH 00°03'34" WEST, DEPARTING THE SOUTHERLY RIGHT-OF-
WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL SHOWN ON THE
BUREAU OF RECLAMATION SURVEY DIAGRAM NUMBER 344-330-3071,
DATED FEBRUARY 4, 1981, REVISED MAY 20, 1986, AND ALONG SAID EAST
LINE A DISTANCE OF 1,316.64 FEET TO THE POINT OF BEGINNING OF THE
PARCEL HEREIN DESCRIBED

CONTAINING 928,741 SQUARE FEET OR 21.3209 ACRES, MORE OR LESS



February 17, 2006
 Vistancia, LLC
 Parcel G1 Boundary
 Page 1 of 2

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 22, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 22 (BLM brass cap) from which point the north quarter corner (GLO brass cap) thereof bears S 89°38'09" E a distance of 2636.52 feet,

Thence S 00°07'59" W, along the west line of said Northwest Quarter, a distance of 1404.93 feet to a point on the south line of Tract "C" as shown on the Re-plat of the Map of Dedication for Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road, recorded in Book 850, Page 23, Maricopa County Records, the POINT OF BEGINNING;

Unofficial Document

Thence along said south line the following three (3) courses and distances:

Thence S 89°40'32" E a distance of 416.14 feet;

Thence 166.48 feet, along the arc of a curve to the right, having a radius of 19918.00 feet, through a central angle of 00°28'44" and a chord bearing S 89°26'10" E;

Thence S 89°11'48" E a distance of 422.40 feet,

Thence N 44°31'33" W, leaving said south line and across said Tract "C", a distance of 35.56 feet to a point on the south right-of-way line of Lone Mountain Road as shown on said Re-Plat of the Map of Dedication;

Thence S 89°11'48" E, along said south right-of-way line, a distance of 110.00 feet;

Thence S 45°28'27" W, leaving said south right-of-way line and across said Tract "E", a distance of 35.15 feet to a point on said south line thereof,

Thence S 89°11'48" E, along said south line of Tract "E", a distance of 252.78 feet to a point on the east line of the Southwest Quarter of said Northwest Quarter;

February 17, 2006
Vistancia, LLC
Parcel G1 Boundary
Page 2 of 2

Thence S 00°09'13" W, along said east line, a distance of 1233.17 feet to a point on the south line of said Northwest Quarter;

Thence N 89°42'55" W, along said south line, a distance of 1317.31 feet to a point on the west line of said Northwest Quarter;

Thence N 00°07'59" E, along said west line, a distance of 1240.93 feet, to the POINT OF BEGINNING.

Said Description contains 37.5039 acres, more or less, including any easements of record.

The Basis of Bearing for the above description is S 89°38'09" E for the north line of the Northwest Quarter of Section 22, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, Unofficial Document on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Additional Property 8/25/2009 to Vistancia South Entity

Tracts N, O and P, of the RE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CREOSOTE DRIVE & WESTLAND ROAD, according to the Map of Dedication recorded in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 850 of Maps, Page 23.

Except therefrom any portion of Tract P conveyed to the City of Peoria in Special Warranty Deed, recorded as document 2008-0271039 in the office of the County Recorder of Maricopa County, Arizona.

Unofficial Document

SCHEDULE 1.10(B)

August 27, 2009
Legal Description
Vistancia Village A, Parcel A-5

A portion of land situated in the Northwest one-quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, City of Peoria, County of Maricopa, State of Arizona, more particularly described as follows:

Commencing at the North one-quarter corner of said Section 23 according to record of survey shown in Book 632 at Page 24 with Rec. No. 2003-0515217 M.C.R. from which the Northwest corner of said Section 23 bears North 89° 42' 04" West a distance of 2,643.63 feet, said point being the **Basis of Bearing** herein;

THENCE South 33° 35' 50" West a distance of 1,315.25 feet to the Northwest corner of Vistancia Village A Parcel A7 as shown on the Final Plat in Book 719 at Page 33 with Rec. No. 2004-1486031 M.C.R., said point being on the Southerly boundary line of Tract B of Lone Mountain Road as shown on Map of Dedication in Book 744 at Page 25 with Rec. No. 2005-0545750 M.C.R. said point being the **Point of Beginning**;

THENCE departing said Southerly tract line and along the Westerly boundary line of said Parcel A7 the following three (3) courses;

- (1) THENCE South 00° 23' 50" West a distance of 692.68 feet;
- (2) THENCE South 73° 46' 49" West a distance of 172.84 feet;
- (3) THENCE South 03° 15' 27" West a distance of 150.83 feet to the Northwest corner of the Re-Plat of Vistancia Village A Parcel A38 as shown on in Book 828 at Page 22 with Rec. No. 2006-0465671 M.C.R.;

THENCE South 03° 15' 27" West departing said Westerly boundary line of said Parcel A7 and along the Westerly boundary line of said Parcel A38 a distance of 338.37 feet to a point on the Northerly boundary line of Vistancia Village A Parcel A37 as shown on the Final Plat in Book 662 of Maps at Page 26 with Rec. No. 2003-1670676 M.C.R.;

THENCE departing said Westerly boundary line of said Parcel A38 and along the Northerly boundary line of said Parcel A37 the following four (4) courses;

- (1) THENCE North 73° 00' 00" West a distance of 15.52 feet to a point of tangent curve concaving Southerly with a radius of 848.00 feet;
- (2) THENCE 275.26 feet along the arc of said curve to the left through a central angle of 18° 35' 53", having a chord bearing of North 82° 17' 57" West and chord distance of 274.05 feet;
- (3) THENCE South 88° 24' 07" West a distance of 24.37 feet;
- (4) THENCE South 43° 45' 53" West a distance of 28.06 feet to a point on the Easterly boundary line of Tract C of Vistancia Boulevard as shown on Map of Dedication in Book 718 of Maps at Page 47 with Rec. No. 2004-1473157 M.C.R. said point being a point of non-tangent curve concaving Westerly with a radius of 2,575.00 feet;

THENCE departing said Northerly boundary line of said Parcel A37 and along said Easterly tract line the following five (5) courses;

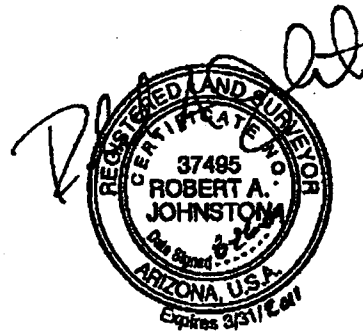
- (1) THENCE 748.29 feet along the arc of said curve to the left through a central angle of $16^{\circ} 39' 00''$, having a chord bearing of North $08^{\circ} 40' 30''$ West and chord distance of 745.66 feet;
- (2) THENCE North $17^{\circ} 00' 00''$ West a distance of 32.93 feet;
- (3) THENCE North $13^{\circ} 11' 08''$ West a distance of 75.16 feet;
- (4) THENCE North $17^{\circ} 00' 00''$ West a distance of 227.19 feet;
- (5) THENCE North $27^{\circ} 58' 43''$ East a distance of 14.41 feet to a point on said Southerly right of way line of said Lone Mountain Road;

THENCE departing said Easterly tract line and along said Southerly tract line the following six (6) courses;

- (1) THENCE North $27^{\circ} 58' 43''$ East a distance of 13.05 feet to a point of non-tangent curve concaving Southerly with a radius of 3,125.00 feet;
- (2) THENCE 121.82 feet along the arc of said curve to the right through a central angle of $02^{\circ} 14' 01''$, having a chord bearing of North $74^{\circ} 30' 11''$ East and chord distance of 121.81 feet;
- (3) THENCE South $14^{\circ} 16' 13''$ East a distance of 1.97 feet;
- (4) THENCE North $75^{\circ} 57' 29''$ East a distance of 31.08 feet;
- (5) THENCE North $54^{\circ} 40' 41''$ East a distance of 5.44 feet to a point of non-tangent curve concaving Southerly with a radius of 3,125.00 feet;
- (6) THENCE 576.11 feet along the arc of said curve to the right through a central angle of $10^{\circ} 33' 46''$, having a chord bearing of North $81^{\circ} 33' 46''$ East and chord distance of 575.30 feet to the Point of Beginning.

Said parcel contains 14.161 gross acres more or less.

Said Parcel contains 14.161 net acres, more or less "Net acres" is defined as gross acres, minus Wash Area within said parcel (Parcel A5 is not affected by said Wash Area).





Civil Engineering
Land Surveying
Project Management

www.deipro.com



REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
DECEMBER 3, 2007
PROJECT # 07114 10 101

**LEGAL DESCRIPTION
VISTANCIA A-11
LOT 1**

A PARCEL OF LAND BEING A PORTION OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND A PORTION OF TRACT "H" AS SHOWN ON THE PLAT OF "VISTANCIA VILLAGE A PARCEL A10B" RECORDED IN BOOK 657 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE EASTERLY MOST Unofficial Document **OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, FROM WHICH AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, BEARS SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 167 90 FEET,**

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 167 90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 788 00 FEET,

THENCE ALONG THE SOUTHEASTERLY LINES OF SAID TRACTS "M" AND "H", AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 52 SECONDS A DISTANCE OF 217 50 FEET,

THENCE NORTH 26 DEGREES 28 MINUTES 10 SECONDS WEST, DEPARTING SAID SOUTHEASTERLY LINES, A DISTANCE OF 89 74 FEET,

THENCE NORTH 47 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 158 42 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 48 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 575 00 FEET,

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 14 SECONDS, A DISTANCE OF 96 55 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175 00 FEET,

6225 North 24th Street, Suite 200 Phoenix AZ 85016 602 954 0038 Phone 602 944 8605 Fax

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 113 47 FEET,

THENCE NORTH 05 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 22 95 FEET,

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 33 41 FEET,

THENCE NORTH 74 DEGREES 51 MINUTES 00 SECONDS WEST, A DISTANCE OF 25 00 FEET,

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 17 75 FEET,

THENCE NORTH 40 DEGREES 33 MINUTES 01 SECONDS EAST, A DISTANCE OF 55 35 FEET,

THENCE NORTH 75 DEGREES 25 MINUTES 30 SECONDS EAST, A DISTANCE OF 97 37 FEET,

THENCE NORTH 44 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 43 66 FEET,

THENCE NORTH 37 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 11 44 FEET TO THE NORTHEASTERLY LINE OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 37 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 3,075 00 FEET,

THENCE ALONG THE NORTHEASTERLY LINE OF SAID TRACT "M" THE FOLLOWING FOUR (4) COURSES,

(1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 68 58 FEET,

(2) SOUTH 48 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 52 46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 35 DEGREES 33 MINUTES 50 SECONDS EAST, A DISTANCE OF 3,080 00 FEET,

(3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04 DEGREES 17 MINUTES 36 SECONDS, A DISTANCE OF 230 80 FEET,

(4) SOUTH 14 DEGREES 39 MINUTES 59 SECONDS EAST, A DISTANCE OF 40.66 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

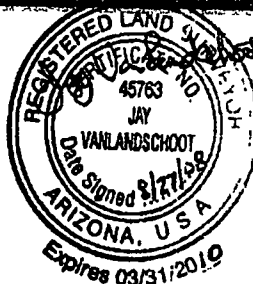
SAID PARCEL CONTAINS 146,011 SQUARE FEET OR 3.3519 ACRES GROSS, MORE OR LESS. (GROSS = NET)



Unofficial Document



Civil Engineering
Land Surveying
Project Management



AUGUST 27, 2008
PROJECT # 07114

**LEGAL DESCRIPTION
VISTANCIA A-11
RECHARGE WELL PROPERTY**

A PARCEL OF LAND BEING A PORTION OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND A PORTION OF TRACT "H" AS SHOWN ON THE PLAT OF "VISTANCIA VILLAGE A PARCEL A10B" RECORDED IN BOOK 657 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, FROM WHICH AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, BEARS SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 167.90 FEET;

Unofficial Document

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 167.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 788.00 FEET;

THENCE ALONG THE SOUTHEASTERLY LINES OF SAID TRACTS "M" AND "H", AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 52 SECONDS, A DISTANCE OF 217.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, THE RADIUS OF WHICH BEARS NORTH 44 DEGREES 11 MINUTES 08 SECONDS WEST, A DISTANCE OF 788.00 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTHWESTERLY, CONTINUING ALONG SAID SOUTHEASTERLY LINES AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 53 MINUTES 55 SECONDS, A DISTANCE OF 26.11 FEET;

THENCE NORTH 26 DEGREES 28 MINUTES 10 SECONDS WEST, DEPARTING SAID SOUTHEASTERLY LINES, A DISTANCE OF 92.59 FEET;

THENCE NORTH 47 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 155.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 48 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 600.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 45 MINUTES 41 SECONDS, A DISTANCE OF 102.22 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200 00 FEET,

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 129 68 FEET,

THENCE NORTH 05 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 25 00 FEET,

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 35 47 FEET;

THENCE SOUTH 74 DEGREES 51 MINUTES 00 SECONDS EAST, A DISTANCE OF 25 00 FEET,

THENCE SOUTH 15 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.41 FEET,

THENCE SOUTH 05 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 22 95 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175 00 FEET,

Unofficial Document

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 113 47 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 575 00 FEET,

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 14 SECONDS, A DISTANCE OF 96 55 FEET,

THENCE SOUTH 47 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 158 42 FEET,

THENCE SOUTH 26 DEGREES 28 MINUTES 10 SECONDS EAST, A DISTANCE OF 89 74 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED,

SAID PARCEL CONTAINS 13,185 SQUARE FEET OR 0 3026 ACRES GROSS, MORE OR LESS (GROSS = NET)

SCHEDULE 1.10(B)**October 1, 2008****Legal Description****Vistancia Village A, Parcel A-16**

A parcel of land lying within the South Half of Section 24, and the North Half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the centerline intersection of Ridgeline Road and Westward Skies Drive, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road & Westward Skies Drive, recorded in book 719, page 34 of Maricopa County Records, from which the point of terminus for the centerline of said Ridgeline road, as shown on said Map of Dedication bears N 66° 55' 06" W (Basis of Bearings) 198.55 feet;

Thence S 74°20'16" E a distance of 503.36 feet to a point on the east line of Tract B, as shown on the Final Plat of Vistancia Village A Parcel A15, recorded in Book 719, Page 27 of Maricopa County Records, the POINT OF BEGINNING;

Thence the following courses along the easterly lines of said Tract B:

Thence N 09°56'07" W a distance of 262.88 feet;

Unofficial Document

Thence N 01°27'13" E a distance of 196.14 feet;

Thence N 23°06'07" E a distance of 201.61 feet;

Thence N 36°47'29" W a distance of 234.81 feet;

Thence N 06°14'48" E a distance of 642.21 feet;

Thence N 08°22'36" E a distance of 196.56 feet;

Thence leaving said east line of Tract B, N 22°22'11" E a distance of 6.27 feet to a point on the southerly line of Tract R, as shown on the Map of Dedication for Lone Mountain Road, recorded in Book 744, Page 25 of Maricopa County Records;

Thence the following courses along said Tract R:

Thence N 22°06'10" E a distance of 5.00 feet;

Thence S 67°53'50" E a distance of 335.56 feet;

Thence S 67°53'50" E a distance of 260.13 feet;

Thence S 64°01'29" E a distance of 325.74 feet;

Thence S 67°53'50" E a distance of 224.16 feet to a point on the westerly line of Tract C, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road, & Westward Skies Drive, recorded in Book 719, Page 34 of Maricopa County Records;

Thence the following courses along said westerly line:

Thence S 22°53'50" E a distance of 28.10 feet;

Thence S 22°06'10" W a distance of 1094.81 feet;

Thence 135.03 feet along the arc of a curve to the right, having a radius of 7901.00 feet, through a central angle of 00°58'45", a chord bearing S 22°35'32" W and a chord distance of 135.02 feet;

Thence S 23°04'54" W a distance of 269.80 feet;

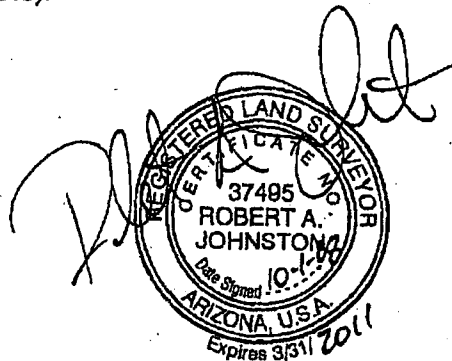
Thence S 68°04'54" W a distance of 23.86 feet;

Thence N 66°55'06" W a distance of 513.64 feet, to the POINT OF BEGINNING;

Said Parcel contains 31.6163 acres, more or less, including any easements of record.

Unofficial Document

Said Parcel contains 27.6996 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (said Wash Area is described in the legal description attached as Schedule 1.11 hereto -- 3.9167 acres).



SCHEDULE 1.10(B)

October 1, 2008

Legal Description

Vistancia Village A, Parcel A-17

A parcel of land lying within Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the centerline intersection of Ridgeline Road and Westward Skies Drive, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road & Westward Skies Drive, recorded in book 719, page 34 of Maricopa County Records, from which the point of terminus for the centerline of said Ridgeline road, as shown on said Map of Dedication bears N 66° 55' 06" W (Basis of Bearings) 198.55 feet;

Thence S 57°12'32" E a distance of 385.38 feet to a point on the south line of Tract C, as shown on said Map of Dedication for El Mirage Road, Ridgeline Road & Westward Skies Drive, the POINT OF BEGINNING;

Thence the following courses along the southerly lines of said Tract C:

Thence S 66°55'06" E a distance of 632.9^{Unofficial Document}

Thence S 21°55'06" E a distance of 23.86 feet;

Thence S 23°04'54" W a distance of 364.30 feet;

Thence 1157.51 feet along the arc of a curve to the right, having a radius of 5901.00 feet, through a central angle of 11°14'20", a chord bearing S 28°42'04" W and a chord distance of 1155.66 feet;

Thence S 79°33'29" W a distance of 36.53 feet;

Thence N 55°25'36" W a distance of 282.35 feet;

Thence 56.64 feet along the arc of a curve to the right, having a radius of 445.00 feet, through a central angle of 07°17'33", a chord bearing N 51°46'48" W and a chord distance of 56.60 feet;

Thence leaving said Tract C, N 41°51'58" E a distance of 19.88 feet;

Thence 103.84 feet along the arc of a non-tangent curve to the right, having a radius of 425.12 feet, through a central angle of 13°59'40", a chord bearing N 41°08'11" W and a chord distance of 103.58 feet, from which point the radius point bears N 41°51'58" E;

Thence 406.89 feet along the arc of a non-tangent curve to the right, having a radius of 476.11 feet, through a central angle of $48^{\circ}57'54''$, a chord bearing $N 53^{\circ}07'25'' E$ and a chord distance of 394.62 feet, from which point the radius point bears $S 61^{\circ}21'32'' E$;

Thence $S 12^{\circ}23'38'' E$ a distance of 44.04 feet;

Thence $N 52^{\circ}17'42'' E$ a distance of 93.27 feet;

Thence $N 03^{\circ}09'23'' W$ a distance of 203.22 feet;

Thence $N 34^{\circ}14'14'' W$ a distance of 121.89 feet;

Thence $N 05^{\circ}31'28'' E$ a distance of 82.81 feet;

Thence $N 15^{\circ}04'21'' E$ a distance of 74.76 feet;

Thence $N 16^{\circ}02'04'' W$ a distance of 33.75 feet;

Thence $N 63^{\circ}12'28'' E$ a distance of 100.75 feet;

Thence $N 30^{\circ}32'50'' E$ a distance of 85.56 feet;

Thence $N 49^{\circ}36'00'' W$ a distance of 83.40 feet; Unofficial Document

Thence $N 07^{\circ}02'06'' W$ a distance of 68.82 feet;

Thence $N 04^{\circ}54'27'' E$ a distance of 58.41 feet;

Thence $N 18^{\circ}51'15'' W$ a distance of 22.44 feet;

Thence $N 38^{\circ}29'57'' W$ a distance of 49.26 feet;

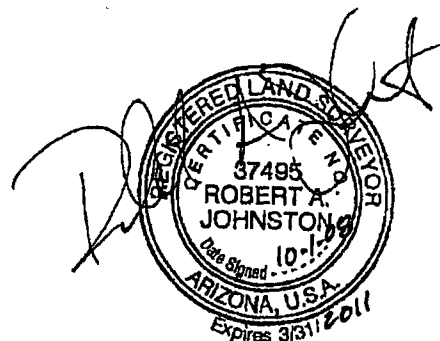
Thence $N 10^{\circ}35'31'' W$ a distance of 136.17 feet;

Thence $N 44^{\circ}19'17'' E$ a distance of 101.45 feet;

Thence $N 64^{\circ}18'23'' E$ a distance of 69.65 feet to the POINT OF BEGINNING;

Said Parcel contains 16.9372 acres, more or less, including any easements of record.

Said Parcel contains 6.5484 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (said Wash Area is described in the legal description attached as Schedule 1.11 hereto - 10.3888 acres).



SCHEDULE 1.10(B)**August 27, 2008****Legal Description****Vistancia Village A, Parcel A-18**

A parcel of land situated in the Northwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner of said Section 25 from which the Northeast corner of said section bears S 89° 40' 38" E a distance of 2566.25 feet;

Thence S 45° 16' 23" W a distance of 1117.90 feet to the centerline intersection of Ridgeline Road and Westward Skies Drive, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road & Westward Skies Drive, recorded in book 719, page 34 of Maricopa County Records, from which the point of terminus for the centerline of said Ridgeline road, as shown on said Map of Dedication bears N 66° 55' 06" W (Basis of Bearings) 198.55;

Thence S 03° 03' 27" E a distance of 102.15 feet to a point on a southerly line of Tract C, as shown on said Map of Dedication, the **POINT OF BEGINNING**;

Thence along said southerly line N 68°04'54" E a distance of 37.76 feet;

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Thence continuing along said southerly line, S 66°55'06" E a distance of 308.16 feet;

Thence S 64°18'23" W a distance of 69.65 feet;

Thence S 44°19'17" W a distance of 101.44 feet;

Thence S 10°35'31" E a distance of 136.17 feet;

Thence S 38°29'57" E a distance of 49.26 feet;

Thence S 18°51'15" E a distance of 22.44 feet;

Thence S 04°54'27" W a distance of 58.41 feet;

Thence S 07°02'06" E a distance of 68.82 feet;

Thence S 49°36'00" E a distance of 83.40 feet;

Thence S 30°32'50" W a distance of 85.56 feet;

Thence S 63°12'28" W a distance of 100.75 feet;

Thence S 16°02'04" E a distance of 33.75 feet;

Thence S 15°04'21" W a distance of 74.76 feet;

Thence S 05°31'28" W a distance of 82.81 feet;

Thence S 34°14'14" E a distance of 121.89 feet;

Thence S 03°09'23" E a distance of 203.22 feet;

Thence S 52°17'42" W a distance of 93.27 feet;

Thence N 12°23'38" W a distance of 44.04 feet to the beginning of a non tangent curve concave southeasterly with a radius of 476.11 feet;

Thence 406.89 feet along the arc of said curve to the left through a central angle of 48°57'54", having a chord bearing of S 53°07'25" W and chord distance of 394.62 feet to the beginning of a non tangent curve concave northeasterly with a radius of 425.12 feet;

Thence 103.84 feet along the arc of said curve to the left through a central angle of 13°59'40", having a chord bearing of S 41°08'11" E and chord distance of 103.58 feet;

Thence S 41°51'58" W a distance of 19.88 feet to a point on a northeasterly line of said Tract C, the beginning of a non tangent curve Unofficial Document concave northeasterly with a radius of 445.00 feet;

Thence 329.59 feet along said northeasterly line, and along the arc of said curve to the right through a central angle of 42°26'11", having a chord bearing of N 26°54'56" W and chord distance of 322.11 feet;

Thence along said northeasterly line N 05°41'43" W a distance of 430.31 feet to the beginning of a tangent curve concave easterly with a radius of 452.00 feet;

Thence along an easterly line of said Tract C, 227.02 feet along the arc of said curve to the right through a central angle of 28°46'37", having a chord bearing of N 08°41'35" E and chord distance of 224.64 feet;

Thence along said easterly line N 23°04'54" E a distance of 651.89 feet to the **POINT OF BEGINNING.**

Said parcel contains 12.8236 gross acres more or less, including any easements of record.

Said Parcel contains 12.8236 net acres, more or less "Net acres" is defined as gross acres, minus Wash Area within said parcel (Parcel A18 is not affected by said Wash Area).



SCHEDULE 1.10(B)**August 27, 2008****Legal Description****Vistancia Village A, Parcel A-21/22**

A parcel of land situated in the West half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner of said Section 25 from which the Northeast corner of said Section bears S 89°40' 38" E a distance of 2566.25 feet;

Thence S 45°16' 23" W a distance of 1117.90 feet to the centerline intersection of Ridgeline Road and Westward Skies Drive, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road & Westward Skies Drive, recorded in book 719, page 34 of Maricopa County Records, from which the point of terminus for the centerline of said Ridgeline Road, as shown on said Map of Dedication bears N 66°55' 06" W (Basis of Bearings) 198.55 feet;

Thence S 33°56' 24" E a distance of 1703.37 feet to a point on a southerly line of Tract F, as shown on the final plat of "Vistancia Village A Parcel A19", as shown in Book 656, Page 39 of Maricopa County Records, the POINT OF BEGINNING;

Thence along the Southerly line of said Tract F ^{Unofficial Document} bearing five (5) courses:

Thence S 74°38'55" E a distance of 217.07 feet;

Thence S 74°22'54" E a distance of 78.62 feet;

Thence S 58°52'38" E a distance of 169.16 feet;

Thence S 74°22'54" E a distance of 165.76 feet;

Thence N 60°49'32" E a distance of 110.63 feet to a point on the southwesterly line of Tract F, as shown on said Map of Dedication;

Thence along said Tract F, 182.96 feet along the arc of a non-tangent curve to the left, having a radius of 535.00 feet, through a central angle of 19°35'39", a chord bearing S 39°08'12" E and a chord distance of 182.07 feet, from which point the radius point bears N 60°39'38" E;

Thence departing said Tract F, S 33°50'31" W a distance of 66.90 feet;

Thence S 17°20'54" W a distance of 51.60 feet;

Thence S 02°42'46" E a distance of 34.57 feet;

Thence S 12°13'04" W a distance of 56.96 feet;

Thence S 36°35'04" W a distance of 66.71 feet;

Thence S 12°24'45" W a distance of 88.47 feet;

Thence S 45°43'48" W a distance of 291.68 feet;

Thence S 67°45'11" W a distance of 140.84 feet;

Thence 175.36 feet along the arc of a non-tangent curve to the left, having a radius of 169.20 feet, through a central angle of 59°22'46", a chord bearing S 34°13'14" W and a chord distance of 167.61 feet, from which point the radius point bears S 26°05'23" E;

Thence S 03°34'56" E a distance of 80.31 feet;

Thence S 23°03'46" W a distance of 107.87 feet;

Thence N 74°14'07" W a distance of 74.53 feet;

Thence 501.30 feet along the arc of a non-tangent curve to the left, having a radius of 667.09 feet, through a central angle of 43°03'24", a chord bearing S 82°05'38" W and a chord distance of 489.59 feet, from which point the radius point bears S 13°37'20" W;

Thence S 82°09'17" W a distance of 114.69 feet;

Thence N 62°21'48" W a distance of 46.36 feet;

Thence N 22°17'20" W a distance of 90.03 feet;

Thence N 04°59'30" E a distance of 103.71 feet;

Thence N 20°17'08" E a distance of 87.90 feet;

Thence N 33°51'47" E a distance of 47.22 feet;

Thence N 41°14'00" E a distance of 103.96 feet;

Thence N 43°05'48" E a distance of 101.28 feet;

Thence N 24°26'33" E a distance of 27.88 feet;

Thence N 58°19'57" E a distance of 29.21 feet;

Thence N 44°14'11" E a distance of 112.86 feet;

Thence N 40°28'25" E a distance of 59.97 feet;

Thence N 68°37'24" E a distance of 53.89 feet;

Thence N 18°14'49" E a distance of 41.36 feet;

Thence N 74°14'45" E a distance of 39.28 feet;

Thence N 48°21'19" E a distance of 183.85 feet;

Thence N 01°58'25" E a distance of 73.49 feet;

Thence 200.90 feet along the arc of a non-tangent curve to the right, having a radius of 995.23 feet, through a central angle of 11°33'58", a chord bearing N 05°42'01" W and a chord distance of 200.56 feet, from which point the radius point bears N 78°31'00" E;

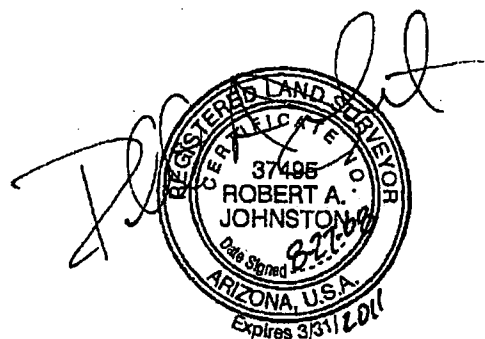
Thence N 07°09'13" W a distance of 70.17 feet;

Thence N 20°35'24" W a distance of 93.08 feet, to the POINT OF BEGINNING;

Said Description contains 19.1554 gross acres more or less, including any easements of record.

Unofficial Document

Said Parcel contains 19.1554 net acres, more or less "Net acres" is defined as gross acres, minus Wash Area within said parcel (Parcel A21/22 is not affected by said Wash Area).



SCHEDULE 1.10(B)

VISTANCIA PARCEL A25
LEGAL DESCRIPTION

A parcel of land lying within the West Half of Section 25 and the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner (GLO brass cap) of said Section 26 from which point the south quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38;

Thence N 10°04'37" E a distance of 1379.95 feet to a point on the north line of Tract "DD" (said point being the beginning of a non-tangent curve to the left from which point the radius point bears S 41°08'15" W) as shown on the Re-Plat of Map of Dedication Vistancia Phase - 1A, recorded in Book 977, Page 06, Maricopa County Records, the POINT OF BEGINNING;

Thence 1117.24 feet along the arc of said curve to the left and along said north line, having a radius of 7082.00 feet, through a central angle of 09°02'20" and a chord bearing N 53°22'55" W;

Thence N 13°43'08" W, leaving said north line, a distance of 48.19 feet;

Thence N 30°41'28" E a distance of 343.69 feet;

Thence 349.94 feet along the arc of a curve ^{Unofficial Document}, having a radius of 720.00 feet, through a central angle of 27°50'50" and a chord bearing N 16°46'03" E;

Thence N 72°47'55" E a distance of 307.72 feet;

Thence S 52°42'11" E a distance of 321.22 feet to a point on a west line of Tract "D" as shown on the final plat for Vistancia Village A Parcel A20 recorded in Book 656, Page 03, Maricopa County Records;

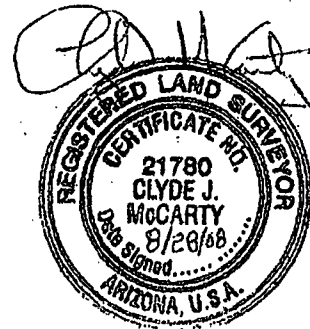
Thence S 26°29'31" E, along said west line, a distance of 275.36 feet;

Thence S 02°20'30" W, leaving said west line, a distance of 990.61 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is N 89°43'33" W for the south line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 18.4943 gross acres, more or less, including any easements of record.

Said parcel contains 14.9079 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (which Wash Area is described in the legal description attached as Schedule 1.11 hereto).



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Unofficial Document

SCHEDULE 1.10(B)

VISTANCIA PARCEL A26
LEGAL DESCRIPTION

A parcel of land lying within the West Half of Section 25 and the Northeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner (GLO brass cap) of said Section 26 from which point the south quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38;

Thence N 03°30'31" E a distance of 2599.76 feet to a point on the west line of Tract "D" as shown on the final plat for Vistancia Village A Parcel A20 recorded in Book 656, Page 03, Maricopa County Records, the POINT OF BEGINNING;

Thence N 52°42'11" W, leaving said west line, a distance of 321.22 feet;

Thence S 72°47'55" W a distance of 307.72 feet to the beginning of a non-tangent curve to the left from which point the radius point bears N 87°09'22" W;

Thence 358.45 feet along the arc of said curve to the left, having a radius of 720.00 feet, through a central angle of 28°31'28" and a chord bearing N 11°25'06" W;

Thence N 62°26'49" E a distance of 0.38 feet ^{Unofficial Document} to the southwest corner of Tract O as shown on the final plat for Vistancia Parcel A29 recorded in Book 839, Page 38, Maricopa County Records;

Thence N 62°26'49" E, continuing along aforementioned course and along the south lines of Tract O, Tract P and Tract C respectively all shown on said final plat for Vistancia parcel A29, a distance of 357.74 feet;

Thence S 87°22'44" E, continuing along the south lines of said Tract C and Tract J (as shown on the final plat for Vistancia Parcel A29 recorded in Book 839, Page 38, Maricopa County Records) respectively, a distance of 399.12 feet to a point on the west line of said Tract "D" (said point being the southeast corner of said Tract J);

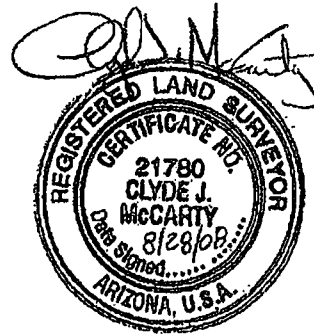
Thence S 01°48'53" W, along said west line, a distance of 182.39 feet;

Thence S 12°17'13" W, continuing along said west line, a distance of 426.24 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is N 89°43'33" W for the south line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 6.8112 gross acres, more or less, including any easements of record.

Said parcel contains 5.1435 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (which Wash Area is described in the legal description attached as Schedule 1.11 hereto).



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Unofficial Document

SCHEDULE 1.10(B)

VISTANCIA PARCEL A27
LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 26 (GLO brass cap) from which point the southeast corner (GLO brass cap) thereof bears S 00°13'14" W a distance of 2638.11 feet;

Thence N 56°00'41" W a distance of 688.72 feet to a point on the west line of proposed Tract P, as shown on the proposed Re-Plat, Re-Plat Map of Dedication- Vistancia Phase 1A, said point being the southeast corner of "Vistancia Parcel A28", as shown on the Final Plat for "Vistancia Parcel A28", recorded in Book 840, Page 43, Maricopa County Records, the POINT OF BEGINNING;

Thence along said west line the following four (4) courses and distances:

Thence S 27°33'11" E a distance of 2.32 feet;

Thence 630.27 feet along the arc of a curve to the right, having a radius of 620.00 feet, through a central angle of 58°14'39" and a chord bearing S 01°34'08" W;

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Thence S 30°41'28" W a distance of 342.60 feet;

Thence S 75°50'04" W a distance of 47.33 feet to a point on the north line of "Tract L", as shown on the "Re-Plat Map of Dedication- Vistancia Phase 1A" recorded in Book 977, Page 06, Maricopa County Records, the beginning of a non-tangent curve to the left, from which point the radius point bears S 30°44'43" W;

Thence 359.17 feet along said north line and along the arc of said curve to the left, having a radius of 7082.00 feet, through a central angle of 02°54'21" and a chord bearing N 60°42'28" W;

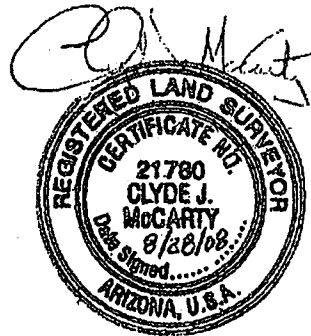
Thence N 62°09'38" W, continuing along said north line, a distance of 266.46 feet to the southwest corner of said "Vistancia Parcel A28";

Thence N 52°05'24" E, leaving said north line and along the south boundary line of said "Vistancia Parcel A28" a distance of 995.01 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is S 00°13'14" W for the east line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, Arizona, as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 8.8684 gross acres, more or less, including any easements of record.

Said parcel contains 8.8684 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel.



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LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner (GLO brass cap) of said Section 35, from which point the north quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38 feet;

Thence S 00°09'18" W a distance of 5.48 feet to POINT OF BEGINNING (POB#1);

Thence S 00°09'18" W a distance of 2634.79 feet;

Thence S 00°17'33" W a distance of 145^{Unofficial Document} feet to a point to be known as "Point A";

Thence N 45°01'19" W a distance of 32.69 feet;

Thence N 00°00'57" W a distance of 2053.44 feet;

Thence N 04°53'49" W a distance of 1340.25 feet;

Thence 703.86 feet along the arc of a curve to the right, having a radius of 1144.00 feet, through a central angle of 35°15'07" and a chord bearing N 12°43'44" E to POINT OF BEGINNING (POB#1);

AND;

A parcel of land lying within the Southeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at said "Point A";

Thence S 00°17'33" W a distance of 208.62 feet to POINT OF BEGINNING (POB#2);

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Thence S 00°17'33" W a distance of 66.90 feet;

Thence N 60°34'47" W a distance of 24.60 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 29°25'16" W;

Thence 0.25 feet along the arc of said curve to the left, having a radius of 641.52 feet, through a central angle of 00°01'19" and a chord bearing N 60°35'23" W;

Thence N 00°00'57" W a distance of 32.69 feet;

Thence N 44°58'41" E a distance of 31.11 feet to POINT OF BEGINNING (POB#2);

EXCEPTING therefrom;

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A parcel of land lying within the Northeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner (GLO brass cap) of said Section 35, from which point the north quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38 feet;

Thence S 02°23'36" W a distance of 520.73 feet to POINT OF BEGINNING (POB#3);

Thence S 00°09'18" W a distance of 81.33 feet;

Thence N 89°50'52" W a distance of 75.33 feet;

Thence N 00°09'18" E a distance of 81.33 feet;

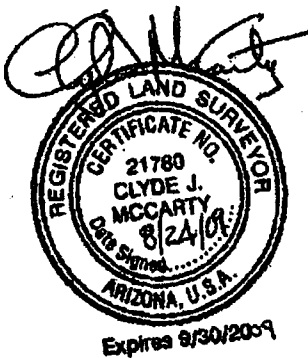
Thence S 89°50'52" E a distance of 75.33 feet to POINT OF BEGINNING (POB#3).

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Page 3 of 3

Said Description contains 5.7927 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°43'33" W for the north line of the Northeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

Unofficial Document



Additional Property 8/25/2009 to 150 Commercial Entity

Tracts A, B, E, F, and G, of the MAP OF DEDICATION EL MIRAGE ROAD, RIDGELINE ROAD, & WESTWARD SKIES DRIVE, according to the Map of Dedication recorded in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 719 of Maps, Page 34.

Except therefrom any portion of Tract B contained within Vistancia Retail Subdivision Parcel D9, according to the plat recorded in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 913 of Maps, Page 21.

Unofficial Document

**LEGAL DESCRIPTION
FOR
PARCEL C-36 ALL**

A PORTION OF LAND IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH AND ADJACENT TO THE SOUTH LINE OF THE BEARSLEY CANAL AS RECORDED IN BOOK 584 OF MAPS, PAGE 19, MCR BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35 BEING A GLO CAP ON A BENT PIPE;

THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 890.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE BEARSLEY CANAL AS RECORDED IN BOOK 584 OF MAPS, PAGE 19, MCR;

THENCE NORTH 23 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID CANAL RIGHT OF WAY, A DISTANCE OF 241.21 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG SAID CANAL RIGHT OF WAY AND A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 502.58 FEET, THROUGH A CENTRAL ANGLE OF 96 DEGREES 21 MINUTES 21 SECONDS, AN ARC LENGTH OF 845.20 FEET;

THENCE SOUTH 60 DEGREES 34 MINUTES 44 SECONDS EAST ALONG SAID CANAL RIGHT OF WAY LINE, A DISTANCE OF 101.57 Unofficial Document FEET TO EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE SOUTH 00 DEGREES 17 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 414.54 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION RECORDED IN DOCUMENT 2005-0996190, RECORDS OF MARICOPA COUNTY, ARIZONA.

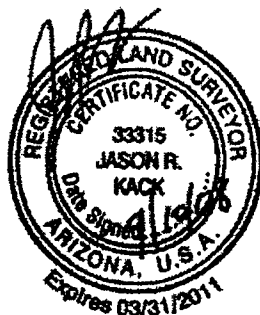
EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

SAID PARCEL CONTAINING 373,812 SQUARE FEET OR 8.58 ACRES MORE OR LESS.



Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management



REVISED SEPTEMBER 9, 2008
REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
AUGUST 11, 2008
JOB NO. 07114

SCHEDULE 1.10(B)

LEGAL DESCRIPTION VISTANCIA PARCEL F-6A

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 BEING A GLO BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 14, BEING A GLO BRASS CAP, BEARS SOUTH 89 DEGREES 42 MINUTES 04 SECONDS EAST, A DISTANCE OF 2643.63 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 686.61 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 664.52 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG SAID COMMON LINE THE FOLLOWING (2) COURSES;

NORTH 17 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 118.70 FEET;

THENCE NORTH 32 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 511.27 FEET TO THE SOUTHEAST CORNER OF TRACT E, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE CONTINUING NORTH 32 DEGREES 53 MINUTES 50 SECONDS WEST, ALONG THE EAST LINE OF TRACT E, A DISTANCE OF 273.91 FEET;

THENCE NORTH 07 DEGREES 56 MINUTES 44 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 109.35 FEET;

THENCE CONTINUING ALONG THE EAST LINE OF TRACT E, NORTH 34 DEGREES 30 MINUTES 55 SECONDS EAST, A DISTANCE OF 20.33 FEET TO THE SOUTHERLY LINE OF TRACT R, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE DEPARTING SAID EAST LINE OF TRACT E, AND PROCEEDING ALONG SAID SOUTHERLY LINE OF TRACT R, THE FOLLOWING (4) COURSES;

THENCE NORTH 74 DEGREES 03 MINUTES 31 SECONDS EAST, A DISTANCE OF 154.79 FEET;

THENCE NORTH 78 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 144.50 FEET;

THENCE NORTH 74 DEGREES 03 MINUTES 31 SECONDS EAST, A DISTANCE OF 81.04 FEET;

THENCE SOUTH 61 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 38.88 FEET TO THE WESTERLY LINE OF TRACT M, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

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THENCE ALONG SAID WESTERLY LINE THE FOLLOWING (10) COURSES;

SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 15.27 FEET;

THENCE SOUTH 07 DEGREES 52 MINUTES 29 SECONDS EAST, A DISTANCE OF 70.95 FEET;

THENCE SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 18.17 FEET;

THENCE SOUTH 72 DEGREES 43 MINUTES 55 SECONDS WEST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 52.78 FEET;

THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS EAST, A DISTANCE OF 39.03 FEET;

THENCE SOUTH 15 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 92.07 FEET;

THENCE SOUTH 19 DEGREES 45 MINUTES 20 SECONDS EAST, A DISTANCE OF 87.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, THE RADIUS OF WHICH BEARS SOUTH 73 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 1,274.00 FEET;

THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21 DEGREES 16 MINUTES 28 SECONDS, A DISTANCE OF 473.05 FEET;

THENCE SOUTH 04 DEGREES 19 MINUTES 05 SECONDS WEST, A DISTANCE OF 162.17 FEET;

THENCE DEPARTING SAID WESTERLY LINE, NORTH 85 DEGREES 40 MINUTES 55 SECONDS WEST, A DISTANCE OF 158.22 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 304,962 SQUARE FEET OR 7.0010 ACRES GROSS, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

SAID PARCEL CONTAINS 231,119 SQUARE FEET OR 5.3058 ACRES NET, MORE OR LESS. "NET ACRES" IS DEFINED AS GROSS ACRES, MINUS WASH AREA WITHIN SAID PARCEL (WHICH WASH AREA IS DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED AS SCHEDULE 1.11 HERETO), AND MINUS ADJACENT 0 FOOT FUTURE ROADWAY RIGHT-OF-WAY WITHIN SAID PARCEL TO BE DEDICATED PER VISTANCIA SOUTH APPROVED LAND ^{Unofficial Document} USE PERM. (CITY OF PEORIA ZONING #Z01-10A.7, APPROVED 10/17/2005).

THE AREAS SHOWN HEREON ARE BASED ON THE BEST AVAILABLE INFORMATION KNOWN AT THE TIME.





Civil Engineering
Land Surveying
Project Management

www.deipro.com



REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
AUGUST 11, 2008
JOB NO. 07114

SCHEDULE 1.10(B)

LEGAL DESCRIPTION VISTANCIA PARCEL F-6B BEING THE MIDDLE PORTION OF INSTRUMENT NUMBER 2002-0080978

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 BEING A GLO BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 14, BEING A GLO BRASS CAP, BEARS SOUTH 89 DEGREES 42 MINUTES 04 SECONDS EAST, A DISTANCE OF 2643.63 FEET;

Unofficial Document

THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 686.61 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 664.52 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 85 DEGREES 40 MINUTES 55 SECONDS EAST, A DISTANCE OF 158.22 FEET TO THE WESTERLY LINE OF TRACT M, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 04 DEGREES 19 MINUTES 05 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 586.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,576.00 FEET;

THENCE SOUTHERLY, CONTINUING ALONG THE WESTERLY LINE OF TRACT M AND ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 17 MINUTES 44 SECONDS, A DISTANCE OF 552.81 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 82 DEGREES 01 MINUTES 20 SECONDS WEST, A DISTANCE OF 323.86 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID COMMON LINE THE FOLLOWING (6) COURSES;

NORTH 15 DEGREES 10 MINUTES 05 SECONDS WEST, A DISTANCE OF 219.44 FEET;

THENCE NORTH 07 DEGREES 16 MINUTES 37 SECONDS WEST, A DISTANCE OF 119.34 FEET;

THENCE NORTH 02 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 115.97 FEET;

THENCE NORTH 11 DEGREES 20 MINUTES 35 SECONDS EAST, A DISTANCE OF 435.48 FEET;

THENCE NORTH 16 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 244.62 FEET;

THENCE NORTH 49 DEGREES 38 MINUTES 34 SECONDS EAST, A DISTANCE OF 132.24 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 375,029 SQUARE FEET OR 8.6095 ACRES GROSS, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

SAID PARCEL CONTAINS 304,017 SQUARE FEET OR 6.9793 ACRES NET, MORE OR LESS. "NET ACRES" IS DEFINED AS GROSS ACRES, MINUS WASH AREA WITHIN SAID PARCEL (WHICH WASH AREA IS DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED AS SCHEDULE 1.11 HERETO), AND MINUS ADJACENT 0 FOOT FUTURE ROADWAY RIGHT-OF-WAY WITHIN SAID PARCEL TO BE DEDICATED PER VISTANCIA SOUTH APPROVED LAND USE PLAN (CITY OF PEORIA ZONING #Z01-10A.7, APPROVED 10/17/2005).

THE AREAS SHOWN HEREON ARE BASED ON LINE WORK AS PROVIDED BY STANLEY CONSULTANTS AND HAS NOT BEEN VERIFIED BY DEI PROFESSIONAL SERVICES, LLC.



visio
veritas
virtute

LEGAL DESCRIPTION

August 19, 2009
Legal Description
Vistancia Village D Overall

A parcel of land lying within the South Half of Section 24, Township 5 North, Range 1 West, the Northeast Quarter of Section 25, Township 5 North, Range 1 West, and GLO Lots 1, 2, & 3 of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northwest Corner of said Section 30, from which the North Quarter corner of said Section 30 bears N 88°20'03" E a distance of 2692.39 feet (per Amended Results of Survey, recorded in Book 632, Page 24 of Maricopa County Records);

Thence N 88°20'03" E along the north line of the northwest quarter of said Section 30, a distance of 1342.17 feet;

Thence S 00°26'33" W along the east line of GLO lot 1, Section 30, a distance of 1282.53 feet;

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Thence S 00°26'33" W along the east line of GLO lot 2, Section 30, a distance of 1282.53 feet;

Thence S 00°26'33" W along the east line of GLO lot 3, a distance of 1323.36 feet;

Thence S 00°26'33" W along the east line of GLO lot 4, a distance of 1323.36 feet;

Thence S 89°09'15" W along the south line of GLO lot 4, a distance of 1325.20 feet;

Thence S 00°08'29" W along the east line of the Southeast Quarter of Section 25, Township 5 North, Range 1 West, a distance of 356.08 feet;

Thence N 89°47'14" W along the south line of said Southeast Quarter of Section 25, a distance of 2565.10 feet;

Thence N 89°30'44" W along the south line of the Southwest Quarter of Section 25, a distance of 922.33 feet to a point on the easterly line of Tract LL, as shown on the Re-Plat Map of Dedication for Vistancia – Phase 1A, being recorded in Book 977, Page 6 of Maricopa County Records;

Thence N 42°51'59" W along said Tract LL, a distance of 484.83 feet;

Thence N 50°23'23" W along said Tract LL, a distance of 205.47 feet;

Thence leaving said Tract LL, and proceeding around the easterly boundary of Vistancia Retail Subdivision Parcel D9, as recorded in Book 913, Page 21 of Maricopa County Records, the following courses:

Thence N 39°36'36" E a distance of 16.13 feet;

Thence 62.96 feet along the arc of a curve to the right, having a radius of 95.00 feet, through a central angle of 37°58'26", a chord bearing N 58°35'49" E and a chord distance of 61.82 feet;

Thence N 77°35'02" E a distance of 64.56 feet;

Thence S 12°24'58" E a distance of 21.00 feet;

Thence N 77°35'02" E a distance of 125.01 feet;

Thence 54.56 feet along the arc of a non-tangent curve to the left, having a radius of 184.56 feet, through a central angle of 16°56'17", a chord bearing N 54°00'02" E and a chord distance of 54.36 feet, from which point the radius point bears N 27°31'49" W;

Thence N 45°31'54" E a distance of 125.75 ^{feet} Unofficial Document

Thence N 17°02'01" E a distance of 63.47 feet;

Thence N 07°52'33" W a distance of 93.27 feet;

Thence N 15°39'15" W a distance of 189.58 feet;

Thence N 32°29'32" W a distance of 71.42 feet;

Thence N 57°38'25" W a distance of 88.68 feet;

Thence N 26°04'13" W a distance of 283.53 feet;

Thence N 18°48'02" W a distance of 64.37 feet to a point on the easterly line of Tract B, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road, & Westward Skies Drive, as recorded in Book 719, Page 34 of Maricopa County Records;

Thence the following courses along said Tract B:

Thence N 43°08'24" E a distance of 474.58 feet;

Thence 762.35 feet along the arc of a curve to the left, having a radius of 5099.00 feet, through a central angle of $08^{\circ}33'59''$, a chord bearing $N 38^{\circ}51'24'' E$ and a chord distance of 761.65 feet;

Thence $N 34^{\circ}34'25'' E$ a distance of 194.57 feet;

Thence 1223.29 feet along the arc of a curve to the left, having a radius of 6099.00 feet, through a central angle of $11^{\circ}29'31''$, a chord bearing $N 28^{\circ}49'40'' E$ and a chord distance of 1221.24 feet;

Thence $N 23^{\circ}04'54'' E$ a distance of 797.84 feet;

Thence 138.39 feet along the arc of a curve to the left, having a radius of 8099.00 feet, through a central angle of $00^{\circ}58'45''$, a chord bearing $N 22^{\circ}35'32'' E$ and a chord distance of 138.41 feet;

Thence $N 22^{\circ}06'10'' E$ a distance of 1101.81 feet;

Thence $N 67^{\circ}06'10'' E$ a distance of 15.56 feet;

Thence $N 22^{\circ}06'10'' E$ a distance of 170.87 feet;

Thence $N 22^{\circ}53'50'' W$ a distance of 15.56 feet;

Thence $N 22^{\circ}06'10'' E$ a distance of 301.50 Unofficial Document

Thence 137.37 feet along the arc of a curve to the left, having a radius of 4099.00 feet, through a central angle of $01^{\circ}55'12''$, a chord bearing $N 21^{\circ}08'34'' E$ and a chord distance of 137.36 feet;

Thence $N 69^{\circ}33'06'' W$ a distance of 15.00 feet;

Thence 1427.03 feet along the arc of a non-tangent curve to the left, having a radius of 4084.00 feet, through a central angle of $20^{\circ}01'13''$, a chord bearing $N 10^{\circ}10'18'' E$ and a chord distance of 1419.78 feet, from which point the radius point bears $N 69^{\circ}49'06'' W$;

Thence $N 00^{\circ}09'41'' E$ a distance of 437.68 feet to a point on the north line of the Southeast Quarter of Section 24, Township 5 North, Range 1 West;

Thence $S 89^{\circ}39'04'' E$ along said north line, a distance of 1148.39 feet;

Thence $S 00^{\circ}04'05'' E$ along the east line of said Southeast Quarter of Section 24, a distance of 2290.40 feet, to the POINT OF BEGINNING;

EXCEPTING THEREFROM:

A parcel of land as conveyed in Special Warranty Deed recorded as Document No. 2004-0749268 of Maricopa County Records, being more particularly described as follows:

A parcel of land lying within the Southwest Quarter of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 30, from which the South quarter corner of said Section 30 bears N 89°09'15" E a distance of 2636.94 feet;

Thence N 44°49'08" E a distance of 516.67 feet to the POINT OF BEGINNING of the parcel herein described;

Thence N 22°50'55" E a distance of 249.06 feet;

Thence N 89°09'15" E a distance of 250.46 feet;

Thence S 00°00'00" E a distance of 228.09 feet;

Thence S 89°09'15" W a distance of 347.18 feet to the POINT OF BEGINNING.

Said Parcel containing 1.5645 acres, more or less, including any easements of record.

ALSO EXCEPTING THEREFROM:

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A parcel of land as conveyed in Special Warranty Deed recorded as Document No. 2007-0587037 of Maricopa County Records, being more particularly described as follows:

A Parcel of land lying within the Southwest quarter of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 30, from which the South quarter corner of said Section 30 bears North 89° 09' 15" East a distance of 2,636.94 feet;

Thence N 89° 09' 16" E a distance of 210.13 feet to a point;

Thence N 22° 50' 55" E a distance of 394.32 feet to a point;

Thence N 89° 09' 15" E a distance of 418.94 feet to a point;

Said point being the POINT OF BEGINNING.

Thence S 89° 09' 15" W a distance of 35.00 feet to a point;

Thence N 00° 00' 00" E a distance of 25.00 feet to a point;

Thence N 89° 09' 15" E a distance of 35.00 feet;

Thence S 00° 00' 00" E a distance of 25.00 feet to the POINT OF BEGINNING;

Said parcel containing 0.020 acres, more or less, including any easement of record.

ALSO EXCEPTING THEREFROM:

A parcel of land as conveyed in Conveyance of Segment of Acquisition Project recorded as Document No. 2005-0098027 of Maricopa County Records, being more particularly described as follows:

A parcel of land lying within the Southwest Quarter of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 30, from which the Southeast corner of Section 25, Township 5 North, Range 1 West, bears S 00°08'29" W a distance of 356.08 feet;

Thence N 89°09'15" E along the south line of said Section 30 a distance of 210.13 feet to the POINT OF BEGINNING;

Thence N 22°50'55" E a distance of 394.32 Unofficial Document

Thence N 89°09'15" E a distance of 418.94 feet;

Thence S 00°00'00" W a distance of 361.12 feet;

Thence S 89°09'15" W a distance of 572.07 feet to the POINT OF BEGINNING.

Said Parcel containing 4.1073 acres, more or less, including any easements of record.

ALSO EXCEPTING THEREFROM:

A parcel of land as conveyed in Special Warranty Deed, recorded as Document No. 2007-0046284 of Maricopa County Records, being more particularly described as follows:

(Legal description re-typed from Special Warranty Deed listed above)

A parcel of land lying within the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 25 (GLO Brass Cap), from which point the Southwest Corner (GLO Brass Cap) thereof bears N 89°30'44" W a distance of 2646.01 feet;

Thence N 52°44'47" W a distance of 398.29 feet to the POINT OF BEGINNING;

Thence S 89°47'14" E a distance of 80.33 feet;

Thence N 00°12'46" E a distance of 80.33 feet;

Thence S 89°47'14" E a distance of 80.33 feet;

Thence S 00°12'46" W a distance of 80.33 feet to the POINT OF BEGINNING;

Said description contains 0.1482 acre of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°30'44" W for the South line of the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

ALSO EXCEPTING THEREFROM:

Unofficial Document

A parcel of land as conveyed in Special Warranty Deed, recorded as Document No. 2004-0583503 of Maricopa County Records, being more particularly described as follows:

(Legal description re-typed from Special Warranty Deed listed above)

A parcel of land lying within the Southeast quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the South quarter corner of said Section 25, from which point the Southeast corner of Section 25 bears S 89°47'14" E a distance of 2565.18 feet;

Thence N 59°13'19" E a distance of 468.44 feet to the POINT OF BEGINNING;

Thence N 00°12'47" E a distance of 75.33 feet;

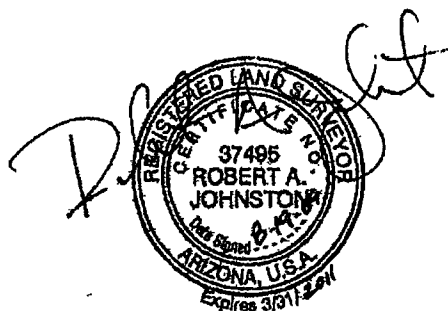
Thence S 89°47'13" E a distance of 75.33 feet;

Thence S 00°12'47" W a distance of 75.33 feet;

Thence N 89°47'13" W a distance of 75.33 feet to the POINT OF BEGINNING.

Said Description contains 0.1303 acres, more or less.

Said Overall Parcel, less the above five (5) exceptions, contains 583.3031 acres, more or less, including any easements of record.



Unofficial Document

ALSO EXCEPTING THEREFROM

TRACTS A THROUGH D, INCLUSIVE, OF MAP OF DEDICATION OF LONE
MOUNTAIN ROAD, PHASE 4, ACCORDING TO THE MAP OF DEDICATION OF
RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA
COUNTY, ARIZONA, RECORDED IN BOOK 1084, PAGE 15

Unofficial Document

THENCE NORTH 89 DEGREES 35 MINUTES 15 SECONDS WEST A DISTANCE OF 2639.39 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 50 SECONDS EAST A DISTANCE OF 2636.79 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 5274.31 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 40 SECONDS EAST A DISTANCE OF 1320.69 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 03 SECONDS WEST A DISTANCE OF 2629.03 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 13 SECONDS EAST A DISTANCE OF 1319.505 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 36 SECONDS EAST A DISTANCE OF 1312.875 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS EAST A DISTANCE OF 2647.17 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 22 SECONDS EAST A DISTANCE OF 1316.67 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 2639.27 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 25 SECONDS WEST A DISTANCE OF 1983.76 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 43 SECONDS EAST A DISTANCE OF 988.80 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST A DISTANCE OF 661.40 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST A DISTANCE OF 659.06 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 10 SECONDS EAST A DISTANCE OF 661.49 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 43 SECONDS EAST A DISTANCE OF 988.80 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 09 SECONDS EAST A DISTANCE OF 659.73 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 07 SECONDS WEST A DISTANCE OF 661.24 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 11 SECONDS EAST A DISTANCE OF 1979.25 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 54 SECONDS EAST A DISTANCE OF 2636.59 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 21 SECONDS EAST A DISTANCE OF 2657.98 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 59 SECONDS EAST A DISTANCE OF 2621.02 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 2638.26 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 2638.71 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS WEST A DISTANCE OF 987.44 FEET;

THENCE SOUTH 49 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 1572.73 FEET;

THENCE SOUTH 75 DEGREES 04 MINUTES 06 SECONDS WEST A DISTANCE OF 392.16 FEET;

THENCE NORTH 78 DEGREES 58 MINUTES 06 SECONDS WEST A DISTANCE OF 2948.74 FEET;

THENCE NORTH 11 DEGREES 02 MINUTES 27 SECONDS EAST A DISTANCE OF 99.99 FEET;

THENCE NORTH 78 DEGREES 57 MINUTES 33 SECONDS WEST A DISTANCE OF 200.38 FEET;

THENCE SOUTH 11 DEGREES 02 MINUTES 27 SECONDS WEST A DISTANCE OF 99 99 FEET,

THENCE NORTH 78 DEGREES 57 MINUTES 33 SECONDS WEST A DISTANCE OF 504 10 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 18 SECONDS WEST A DISTANCE OF 1713.76 FEET;

THENCE NORTH 52 DEGREES 16 MINUTES 36 SECONDS WEST A DISTANCE OF 329 92 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 24 SECONDS WEST A DISTANCE OF 659.94 FEET;

THENCE SOUTH 52 DEGREES 16 MINUTES 36 SECONDS EAST A DISTANCE OF 329.96 FEET,

THENCE SOUTH 37 DEGREES 43 MINUTES 11 SECONDS WEST A DISTANCE OF 1696.40 FEET;

THENCE SOUTH 68 DEGREES 42 MINUTES 14 SECONDS WEST A DISTANCE OF 460 86 FEET,

THENCE NORTH 80 DEGREES 24 MINUTES 17 SECONDS WEST A DISTANCE OF 684 36 FEET,

THENCE NORTH 09 DEGREES 18 MINUTES 03 SECONDS EAST A DISTANCE OF 24 72 FEET;

THENCE NORTH 80 DEGREES 14 MINUTES 40 SECONDS WEST A DISTANCE OF 99.99 FEET;

THENCE SOUTH 09 DEGREES 18 MINUTES 13 SECONDS WEST A DISTANCE OF 25.00 FEET;

THENCE NORTH 80 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCE OF 667 00 FEET,

THENCE SOUTH 76 DEGREES 49 MINUTES 22 SECONDS WEST A DISTANCE OF 1101.41 FEET,

THENCE NORTH 00 DEGREES 15 MINUTES 09 SECONDS EAST A DISTANCE OF 2235.62 FEET,

THENCE NORTH 00 DEGREES 14 MINUTES 51 SECONDS EAST A DISTANCE OF 2636.81 FEET TO POINT OF BEGINNING (#1-PARCEL 1);

(ALSO KNOWN AS VISTANCIA NORTH VILLAGE 1, VILLAGE 2, AND VILLAGE 3 RECORDED IN BOOK 1009 OF MAPS, PAGE 28.)

AND

A PARCEL OF LAND BEING ALL OF THE NORTH HALF OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (#2-PARCEL-2) AT THE NORTHEAST CORNER OF SAID SECTION 7 (GLO BRASS CAP) FROM WHICH POINT THE EAST QUARTER CORNER THEREOF (GLO BRASS CAP) BEARS SOUTH 00 DEGREES 16 MINUTES 04 SECONDS WEST A DISTANCE OF 2637.14 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 04 SECONDS WEST A DISTANCE OF 1977.86 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 17 SECONDS WEST A DISTANCE OF 2640.43 FEET;

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THENCE NORTH 00 DEGREES 16 MINUTES 33 SECONDS EAST DISTANCE OF 659.42 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 1343.65 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST A DISTANCE OF 1319.39 FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 40 SECONDS EAST A DISTANCE OF 1343.93 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 44 SECONDS EAST A DISTANCE OF 2640.16 FEET TO POINT OF BEGINNING (#2-PARCEL 2).

EXHIBIT B
[INTENTIONALLY DELETED]

Unofficial Document

EXHIBIT C
[Water Appendix]

Unofficial Document

**DEVELOPMENT AND ANNEXATION AGREEMENT
VISTANCIA PLANNED COMMUNITY DISTRICT**

WATER APPENDIX

(amended _____, 2012)

I. GENERAL

A. PARTIES.

1. City of Peoria (the "City") and Vistancia Land Holdings, L.L.C. (the "Owner").

B. PROPERTY.

The Vistancia Planned Community Development property (over 7,100 acres), which formerly consisted of the separate Vistancia North and South parcels, hereinafter the "Property."

C. WATER UTILITIES.

1. Water Provider - City
2. Wastewater Provider - City Unofficial Document
3. Effluent Provider - City

D. WATER BUDGET. SEE ATTACHED SCHEDULE A.

E. BASIC CONCEPTS.

1. The City will serve the Property for purposes of potable water, effluent and wastewater.

2. The Owner will acquire, develop or pay the City for all potable water resources needed in addition to the City Water that has been committed to the Property.

3. The City's Water Resource Development Fee (the "WRD Fee") will be collected from all development occurring on the Property. The WRD Fees collected from equivalent dwelling units served by the Groundwater (as defined below) (e.g., 4,200 acre feet per year ("AF/yr")) will be reimbursed to the Owner. The City will retain the net monies collected from WRD Fees in an amount equal to the WRD Fees attributable to development on the portion of the Property to which the City has already committed water (up to 2,300 AF/yr) (e.g. the City Water, as defined below).

4. The Owner is responsible to construct water, wastewater and effluent system infrastructure to serve the Property in accordance with the latest City Water, Sewers and Sewage Disposal Code, City Water Infrastructure Master Plan, Wastewater Master Plan and City Standards (collectively, the "City Specifications") and the Owner's Master Plans. The Owner will receive impact fee reimbursement for such construction in accordance with the City's policy and as set forth in Vistancia North and Vistancia South Development and Annexation Agreement (the "Agreement"). The City will assign a CIP Project Manager to provide project management functions to coordinate on behalf of the City Utilities Department for the design, construction and acceptance of water, wastewater and effluent system infrastructure.

5. The City reserves the right to require the Owner to increase/oversize the water and wastewater systems to accommodate other development. The incremental cost between what is needed to serve the Property and the oversize will be the responsibility of the City. The City may charge and collect fees from other parties seeking to utilize such oversizing.

II. COSTS & PAYMENTS (Associated with each Water Supply Source)

A. GROUNDWATER (4,200 AF/YR ASSOCIATED WITH THE PROPERTY).

1. As part of the original approval process, the Owner submitted an application for an Analysis of Assured Water Supply to the Arizona Department of Water Resources ("ADWR") based on the pumping of groundwater from wells. In response to that application, ADWR determined that 4,200 AF/yr of groundwater would be physically, continuously, and legally available as a water supply for the Property. This determination of available groundwater was included in the ^{Unofficial Document} City of Peoria's 2002 Designation of Assured Water Supply modification, which included the Property as a satellite service area. The most recent modification of Peoria's Designation of Assured Water Supply was issued by ADWR in 2010, and runs through 2025. The 4,200 AF/yr of groundwater water available for the Property, as originally determined by ADWR in 2001, remains part of the most recent Designation of Assured Water Supply.

2. The Owner will contribute all funds necessary and be responsible for constructing a production well field on the southern portion of the Property (the "Well Field") and any associated treatment and delivery infrastructure (i.e., storage tanks, booster facilities, etc.) necessary to place the Groundwater to beneficial use.

3. Upon completion of construction of each operable phase of the Well Field, and at the Owner's expense, the wells installed on the Well Field (each well in the Well Field individually is a "Well"; collectively, the "Wells") and associated infrastructure will be dedicated to the City (i.e., City Public Works-Utilities Department) for future operation and maintenance.

4. The City has acquired additional storage capacity in the Agua Fria Recharge Facility in an amount equal to the amount of the Groundwater (the "Groundwater Storage Capacity"). The City has also obtained ADWR recovery well permits (the "Recovery Well Permits") for the constructed Wells and will obtain recovery permits on the remaining Wells once equipped with a total authorized pumping capacity sufficient to allow the City to

operate the Wells pursuant only to the Recovery Well Permits. The Owner has reimbursed the City's actual cost of acquiring the Groundwater Storage Capacity.

B. PEORIA CENTRAL ARIZONA PROJECT ("CAP") SUPPLIES (UP TO 2,300 AF/YR ASSOCIATED WITH THE PROPERTY).

1. The City has allocated up to 2,300 AF/yr of Central Arizona Project ("CAP") supplies to the Property (the "City Water"). The Owner, or then owners, will pay the WRD Fee that is in effect at the time. The WRD Fee will be paid to the City at the time building permits are issued after such individual parcel undergoes platting and development.

2. The WRD Fee is collected on all residential dwelling units within the Property and all commercial properties located within the Loop 303 Specific Area Plan (SAP) boundaries. The WRD Fees collected on residential and commercial properties served by the Groundwater allocation (4,200 AF/yr) shall be reimbursed to the Owner, as provided in Section I.E.3 hereof. The amount of water allocated to each type of connection shall be 0.523 AF/year per Single Family Residential unit; 0.369 AF/yr per Multi-Family Residential unit; and 2.16 AF/yr per gross acre of Commercial properties falling within the Loop 303 SAP boundary. The City shall periodically provide to Owner a status report on the WRD Fees reimbursed to Owner and a reconciliation of the amount of the Groundwater allocation that has not yet been reimbursed.

3. The Owner will be responsible for making a payment to the City for constructing or acquiring the means to treat the City Water allocated to the Property. The capacity will be sufficient to treat that amount of City Water needed to serve the portion of the projected annual water demand for the Property to be served with City Water, plus an additional ten percent (10%) for redundancy, up to a maximum of 2,300 AF/yr. Presently, the amount of City Water needed to serve the portion of the projected annual water demand for the Property to be served with City Water is 881 AF/yr, as set forth in Schedule A hereto. The Owner will make a payment of one (1) million dollars for the treatment capacity equal to 969.1 AF/yr (881 AF/yr of City Water + 88.1 AF/yr for treatment redundancy). The payment shall be due the earlier of either the time a permit is applied for the construction of the off-site (Lone Mountain Road) waterline or within 60 days of the City providing written notice of needing the funds to secure the City Water for the property. At such time, if any, as the Owner requires additional City Water for the Property, the Owner shall notify the City of such amount of City Water needed for the Property, not to exceed a total of 2,300 AF/yr. The Owner will reimburse the City or pay the City for additional City Water made available to the Property in accordance with then existing City Water policies and procedures in effect.

4. The Owner will contribute all funds necessary to construct a waterline across the Lone Mountain Parkway arterial alignment ("Lone Mountain Waterline"), from El Mirage Road to Lake Pleasant Parkway. This waterline shall connect the water distribution system for the Property to the main City of Peoria distribution system. Per the City's infrastructure standards, the minimum size for a waterline on an arterial alignment is 16-inches in diameter. The City reserves the right to require the Owner to increase/oversize the Lone Mountain waterline to accommodate other development. The incremental cost between what is needed to serve the Property and the oversize will be the responsibility of the City. The City

may charge and collect fees from other parties seeking to utilize such oversizing. The City shall only contribute funds necessary to increase the waterline size beyond the 16-inch diameter minimum requirement.

C. REDUNDANT WATER SUPPLIES

1. The Owner will construct water infrastructure necessary to provide a redundant water supply that is hydrologically separate and distinct from the primary water supply as outlined in section 25-20(a) of the Peoria City Code. The infrastructure shall have sufficient capacity to deliver an amount equal to an average day demand for the development, which is defined as 5.17 million gallons per day ("MGD") in the 2010 Vistancia Utilities Master Plan. The infrastructure necessary to meet the redundancy requirement shall consist of the following improvements as set forth below.

a. Lone Mountain Waterline: The Owner will contribute all funds necessary to construct the Lone Mountain Waterline, from El Mirage Road to Lake Pleasant Parkway, to connect the Vistancia water distribution system to the City's main water distribution system. Owner's contribution will be limited to pipeline and related facilities sized to serve the Property and comply with City Code requirements. Any oversizing shall be the responsibility of the City, as provided in Section II.B.4 hereof.

b. West Wing Booster Pump Station Improvements: The Owner will contribute all funds necessary to install a new pump, pump motor, discharge piping and accessories, and related electrical improvements to increase the booster pump station capacity by approximately 1.2 MGD. The new pump ^{Unofficial Document} shall utilize the existing empty pump can, suction piping, and electrical conduit.

c. Pleasant Valley Booster Pump Station Improvements: The Owner will contribute all funds necessary to connect the existing reservoir and booster pump station discharge piping to the new Lone Mountain Waterline.

2. The Lone Mountain Waterline, the West Wing Booster Pump Station improvements and the Pleasant Valley Booster Pump Station improvements are intended to and, upon completion as described herein, will satisfy the redundant water supply requirements as set forth in Section 25-20(a) of the Peoria City Code.

3. In the event that the Owner seeks to increase the amount of water used by the Property beyond the average day demand of 5.17 MGD (7,823 AF/yr), the water supply redundancy requirements will have to be reviewed and approved by the City.

D. EFFLUENT (2,033 AF/YR).

1. The City will implement and collect an "Effluent Capacity Fee" from the Owner or appropriate entity for access to effluent. Effluent is defined as treated wastewater pursuant to A.R.S. § 45-101. The initial source of effluent will be from the wastewater treatment plant constructed by the Owner. The City reserves the right to require the Owner to increase/oversize the effluent delivery system. The incremental cost between that which is needed to serve the Property and the oversize will be the responsibility of the City, and the City

may charge and collect fees from other parties seeking to utilize such oversize. The Effluent Capacity Fee will offset the capital costs of all the necessary steps needed to convert effluent to a useable resource (e.g., incremental upgrades to treatment plant, construction of a separate "purple-pipe" redistribution system, pipes, booster & storage facilities, etc.). The Owner will be reimbursed for (receive credit against) the Effluent Capacity Fee for costs associated with such effluent delivery infrastructure constructed by the Owner on the Property.

2. All users of effluent within the Property will be required to pay a commodity-based effluent user fee that will be charged on a per gallon basis. This effluent user fee will be based on the City's cost study for the wastewater system and will be published by the City in accordance with applicable City codes, rules and regulations.

3. Until such time as sufficient effluent is generated from the Property to provide effluent for non-potable uses on the Property, an interim water supply will be necessary. Any such interim water supply must comply with all applicable ADWR rules and regulations and the Owner will be responsible for payment of all costs for acquiring such interim water supply.

III. WATER RESOURCE VESTING

A. GROUNDWATER.

ADWR has determined that 4,200 AF/yr of Groundwater is physically, continuously, and legally available as a water supply for the Property. The 4,200 AF/yr of groundwater available for the Property, as originally determined by ADWR in 2001, remains part of the City's most recent Designation of Assured Water Supply. ^{Unofficial Document} Vesting of the Owner's rights in the groundwater supplies in this amount and dedication to the Property will occur upon completion of construction of the water delivery system and acceptance of such by the City, including wells, storage tanks, booster facilities, and associated infrastructure.

B. PEORIA CAP SUPPLIES.

The City's existing CAP supplies (including City Water) are available on a "first come/first serve" basis and will not be reserved in advance of satisfaction of payment for treatment capacity and completion of infrastructure improvements, and acceptance of such by the City, required to meet redundant water supply requirements. Notwithstanding the foregoing, the 969.1 AF/yr of City Water, as described in Section II.B.3 hereof, shall be dedicated to the Owner upon payment of the amounts set forth in said Section II.B.3.

C. EFFLUENT.

Vesting of the Owner's rights in an amount of effluent sufficient to service all non-potable uses identified in the Water Budget will occur upon the completion of construction by the Owner of a wastewater treatment plant, sufficient to serve the Property, including purple-pipe redistribution lines, booster stations, and related facilities.

D. CITY RETAINS WATER RIGHTS.

THE CITY RETAINS OWNERSHIP OF ALL WATER RIGHTS FOR WATER SERVED TO THE OWNER UNDER THIS AGREEMENT.

IV. RELIANCE ON THE CITY'S ASSURED WATER SUPPLY DESIGNATION.

Before recording individual plats for the Property, the City will authorize/approve plat notation indicating that the individual parcel(s) on the plat is within the City's water service area and that the parcel may rely on the City's assured water supply designation, provided that the potable water demand for the land areas included in each parcel does not exceed the volume of Groundwater and City Water currently estimated to be up to 6,500 AF/yr for the entire Property.

Unofficial Document

SCHEDULE A

VISTANCIA WATER BUDGET
(2010 Development Densities, Current Peoria Water Demand Factors)

I. Water Demand Requirements

Potable Water Demand (residential and commercial)	5,790	Acre-feet/year
Non-Potable Water Demand (turf areas and lakes)	2,033	Acre-feet/year
<hr/>		
TOTAL Water Demand =	7,823	Acre-feet/year

II. Water Supply Sources

Groundwater (Physical availability determination)	4,200	Acre-feet/year
CAP Water (City of Peoria) ¹	881	Acre-feet/year
Additional Surface Water Supplies	-	Acre-feet/year
Recharge Credits ¹	709	Acre-feet/year
Effluent	2,033	Acre-feet/year
<hr/>		
TOTAL Water Supply =	7,823	Acre-feet/year

Unofficial Document

Notes:

- 1) The availability of both the CAP Water and Recharge Credits supply sources for the Property are dependent on the completion of the Lone Mountain Waterline, from El Mirage Road to Lake Pleasant Parkway. Without the completion of this waterline:
 - a. The City cannot provide treated CAP Water to the Property,
 - b. The City cannot use the recharge credits to recover stored water from its existing wells in the main distribution system and convey the recovered water to supply the Property.

VISTANCIA WATER BUDGET

BACKGROUND ASSUMPTIONS

	<u>DWELLING UNITS</u>			
	Single Family	Multi Family	Total	Pop ⁽¹⁾
Vistancia South	4,831	1,878	6,709	17,203
Vistancia North	3,307	490	3,797	10,423
Total =	8,138	2,368	10,506	27,626

	<u>ACREAGE</u>		
	303 Commercial	Lakes	Turf
Vistancia South	305.4	10.8	309.6
Vistancia North	--	2.5	143.2
Total =	305.4	13.3	452.8

WATER DEMAND

<i>Residential</i>	Du	Pop ⁽¹⁾	gpcd ⁽²⁾	ac-ft/yr
Single Family	8,138	23,600	161	4,256
Multi Family	2,368	4,026	194	875

<i>Non Residential</i>	acres	gpad	ac-ft/yr
Loop 303 Commercial	305.4	1,929	660
Sub-Total =			5,790

Unofficial Document

10% Lost and Unaccounted For Water (Included in above factors)	--
Sub-Total =	5,790

<i>Non-Potable Water Uses</i>	ac-ft/yr
Turf ⁽³⁾	1,953
Lakes ⁽⁴⁾	80
Sub-Total =	2,033

TOTAL WATER DEMAND, acre-feet/year = 7,823

Total gpcd = 253

Water Demand Parameters

Water Use, single family =	161	gpcd	OR	0.523	ac-ft/du/year
Water Use, multi family =	194	gpcd	OR	0.369	ac-ft/du/year
Loop 303 Commercial Water Use =	1,929	gpad	OR	2.16	ac-ft/acre/year

1) Based on Occupancy Rate of 2.9 persons / SF dwelling unit and 1.7 persons / MF dwelling unit

2) Includes 10% lost and unaccounted for water

3) Turf Demand Based on AZMET Data (449 acres x (4.06 ac-ft/ac/yr irrigation + 0.25 ac-ft/ac/yr salt leaching))

4) Lake Evaporation Based on AZMET Data (13.3 acres x 6.04 ac-ft/ac/yr evaporation)

EXHIBIT D
[Fire Services
Operating Cost Sharing Formula]

Unofficial Document

Fire Services

Operating Cost Sharing Formula

Equivalent Dwelling Units	Fire Station Staffing	City's Share of Costs*	Developer's Share of Costs
0	2	0%	100%
0	2	0%	100%
550	13.5	0%	100%
1,100	13.5	17%	83%
2,200	13.5	33%	67%
3,300	13.5	50%	50%
4,400	13.5	67%	33%
5,500	13.5	83%	17%
6,600 +	13.5	100%	0%

* City's share to be adjusted based on units in place June 30 of each year

Unofficial Document

Amended and Restated Development Agreement for Vistancia in Peoria, AZ

EXHIBIT "E" and "F"

IS ON FILE IN THE

CITY OF PEORIA

CITY CLERK'S OFFICE
Unofficial Document
8401 W. Monroe Street
Peoria, AZ 85345