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WHEN RECORDED RETURN TO:

City of Peoria  
City Clerk's Office  
8401 W. Monroe Street  
Peoria, Arizona 85345

**AMENDED AND RESTATED FIRST AMENDMENT TO  
AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
FOR VISTANCIA IN PEORIA, ARIZONA**

This Amended and Restated First Amendment to Amended and Restated Development Agreement ("**Amendment**") is entered into as of the 14<sup>th</sup> day of September, 2015 ("**Effective Date**"), by and between the CITY OF PEORIA, ARIZONA, an Arizona municipal corporation ("**City**"), and VISTANCIA LAND HOLDINGS, LLC, a Delaware limited liability company ("**Company**"), who is under common control with Vistancia North, LLC, a Delaware limited liability company ("**Vistancia North**"), Vistancia South, LLC, a Delaware limited liability company ("**Vistancia South**"), Vistancia 150 Commercial, LLC, a Delaware limited liability company ("**150 Commercial**"), Vistancia 580 Commercial, LLC, a Delaware limited liability company ("**580 Commercial**"), Vistancia Village H, LLC, a Delaware limited liability company, Vistancia Mystic, LLC, a Delaware limited liability company, and Vistancia Clementine, 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). 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. The Parties previously entered into that certain Amended and Restated Development Agreement for Vistancia in Peoria, Arizona, dated May 1, 2012, and recorded on May 9, 2012, in Instrument No. 2012-0395094, official records of Maricopa County, Arizona (the "**Agreement**"). Thereafter, the Agreement was amended pursuant to that certain First Amendment to Amended and Restated Development Agreement for Vistancia in Peoria, Arizona, dated March 5, 2014, and recorded on March 5, 2014, in Instrument No. 2014-0142708, official records of Maricopa County, Arizona (the "**March 2014 Amendment**"). The March 2014 Amendment mistakenly obligated the Company and 580 Commercial as the parties responsible for certain development and construction activities and obligations described therein, which was incorrect because they are a passive holding company that does not own property (in the case of the Company) and a passive long-term investment company (in the case of 580 Commercial) and because, in both cases, they lack the wherewithal to perform development and construction obligations and activities. In addition, the March 2014 Amendment mistakenly obligated the Company as the party responsible for the donation of certain land and for the granting of a deed of trust on certain land, which was incorrect because the land in question was not owned by

the Company at the time the March 2014 Amendment was executed. The parties also wish to clarify certain provisions of the March 2014 Amendment, and to modify the construction schedules attached as **Exhibits A-2, B-2 and C-2** to the March 2014 Amendment. As a result, the Parties now desire to amend and restate, and supersede and replace, the March 2014 Amendment in its entirety, and to enter into a new amendment of the Agreement as set forth in this Amendment.

C. Section 18.2 of the Agreement provides for the appropriation and funding allocation by the City of \$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 significant 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. However, the Agreement provides that this funding allocation may be expended by the City only after, among other things, identification of a targeted end user for the Company's land donation under Section 18.1 of the Agreement (which donation obligation is being assigned by the Company to 580 Commercial as hereinafter provided in this Amendment) and such targeted end user's project being "shovel ready."

D. The Parties have determined that strict adherence to the foregoing requirements of the Agreement may result in lost opportunities in attracting one or more targeted end users to the Vistancia Commercial Core, and that proceeding now with the design and construction of the extension of El Mirage Road from its current terminus at the Safeway Center to Lone Mountain Parkway, which extension will consist of all infrastructure normally associated with the development of a roadway, as more particularly described in **Exhibit A-1** attached hereto and incorporated herein (the improvements comprising such extension of El Mirage Road, as described in **Exhibit A-1**, being hereinafter referred to as the "**El Mirage Infrastructure Project**"), and the expenditure of City funds in connection with the El Mirage Infrastructure Project as hereinafter provided, will substantially enhance the possibility of attracting one or more targeted end users to the Vistancia Commercial Core. As a condition to expending its funds in connection with the El Mirage Infrastructure Project prior to identification of a targeted end user, the City has required, and Vistancia South has agreed, that Vistancia South will reimburse the City for the funds so expended in the event that a targeted end user has not been identified within a specified time or in the event that Vistancia South fails to perform its obligations hereunder regarding construction of the Lone Mountain Waterline and/or the Section 36 Sewer Line (each as hereinafter defined), all as hereinafter provided.

E. For purposes of clarity in moving forward, the Parties also desire to confirm their understanding regarding the meaning of the term "targeted end user" as used in Section 18 of the Agreement.

F. Section 15 of the Agreement references a Water Appendix (attached as Exhibit C to the Agreement) that addresses, among other things, the extension of the Lone Mountain Waterline (as defined in the Water Appendix). As used herein, the term "**Lone Mountain Waterline**" shall have the same meaning as is set forth in the Water Appendix. Pursuant to Sections II.B.4 and II.C.1.a of the Water Appendix, the Company has agreed to contribute all funds necessary to construct the Lone Mountain Waterline as described therein (which obligation is being assigned by the Company to Vistancia South as hereinafter provided in this Amendment), but no construction deadlines are currently established within the Water Appendix. As a condition to expending funds pursuant to Section 18.2 of the Agreement prior to identification of a targeted end user, the City requires, and Vistancia South has agreed, that Vistancia South shall not only

pay for, but shall also construct the Lone Mountain Waterline pursuant to established timeframes for its development and ultimate construction, all as hereinafter provided.

G. Section 18.1.1 of the Agreement references an off-site sewer line that shall be constructed by the Company (which obligation is being assigned by the Company to Vistancia South as hereinafter provided in this Amendment). The Parties desire to confirm their understanding of the location of and timing for the design and build-out of the sewer line to be provided by Vistancia South pursuant to said Section 18.1.1, which sewer line is essential to the development of the Vistancia Commercial Core and the City's infusion of capital in conformity with Section 18.2 of the Agreement.

H. Therefore, the Parties now desire to enter into this Amendment to facilitate the implementation of the Agreement and to amend the Agreement, all as hereinafter provided. In all other respects, the Amended and Restated Development Agreement entered into by the Parties on May 1, 2012, remains unchanged.

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

### AGREEMENT

1. Recitals; Supersedes March 2014 Amendment. The foregoing Recitals are agreed to be true and correct and are incorporated herein by this reference. This Amendment amends, restates, supersedes and replaces the March 2014 Amendment in its entirety, it being agreed that as of the Effective Date of this Amendment (i) the March 2014 Amendment shall terminate and shall be of no further force or effect, (ii) all Parties <sup>Unofficial Document</sup> to the March 2014 Amendment shall be released from their covenants, agreements, liabilities and obligations set forth in the March 2014 Amendment, and (iii) this Amendment shall set forth and define the covenants, agreements, liabilities and obligations of the Parties with respect to the matters set forth herein.

2. Targeted End User. The Parties agree that the term "targeted end user," as used in Section 18 of the Agreement, shall mean a long-term end user of the type described in **subsection (a)** below (the "**Type of Use Requirement**") that will generate significant commercial, office, and/or industrial employment within the Vistancia Commercial Core and/or the City, and/or will significantly further economic development within the Vistancia Commercial Core and/or the City as set forth in **subsection (b)** below (the "**Quality of Investment Requirement**").

(a) The Type of Use Requirement will be satisfied with respect to a particular user if the user is either (i) from an industry identified in the City's Economic Development Incentive and Investment Policy ("**EDIIP**") i.e., manufacturing, corporate or divisional headquarters, advanced business services, back office operations (e.g. data centers, etc.), research and development, or processes which involve the utilization of high technology or innovative new technologies, bioscience, alternative energy, telecommunications, health care, and/or higher education, or (ii) is otherwise acceptable to the City. Unless otherwise agreed by the Parties, the Type of Use Requirement will not be satisfied with respect to a retail end user.

(b) The Quality of Investment Requirement will be satisfied with respect to a particular user if both (i) the capital investment (including, but not limited to, both horizontal and vertical improvements, equipment and furnishings) to be made by the user with respect to all or any portion of the 50 acres of land to be donated by 580 Commercial

pursuant to Section 18.1.2 of the Agreement and **Section 6(a)** of this Amendment (hereinafter referred to as the "donated land") is at least \$20 million dollars, and (ii) the user is reasonably anticipated to add at least 100 jobs within three years after commencement of its use (it being understood, however, that the Company and the Owners do not guarantee that such level of job creation will occur, as it is dependent on economic and other conditions outside their respective control) that will ultimately include professional and management positions having an average annual salary range of \$50,000 or more. If both of the standards set forth in this **subsection (b)** are not met with respect to a particular user, the City will have final authority over the decision whether or not the Quality of Investment Requirement is satisfied with respect to that user, and the City's determination is not limited to the capital infusion or job creation conditions set forth in this paragraph.

Notwithstanding any contrary provision hereof, a particular user will qualify as a "targeted end user" only if it satisfies both the Type of Use Requirement and the Quality of Investment Requirement as set forth above. The City and Vistancia South agree to work together to attract targeted end users for the donated land. In order to attract a "targeted end user" the City and Vistancia South further agree to equally fund certain pre-development costs and services in a total amount not to exceed Three Hundred Forty Thousand Dollars (\$340,000) or One Hundred Seventy Thousand Dollars (\$170,000) each. The funds may be used, as needed, for services relating to planning, architectural issues, site development, public relations, marketing, engineering, finance and other necessary services upon the mutual agreement of the City and Vistancia South, which agreement shall not unreasonably be withheld.

Once the above-described requirements for a targeted end user are met, the land donation requirement pursuant to Section 18.1.2 of the Agreement and **Section 6(a)** of this Amendment shall be immediately due and owing, and 580 Commercial shall transfer the land identified in **Exhibit D** of this Amendment to the City, in fee, free and clear of any liens and encumbrances within sixty (60) days following notice from the City that the targeted end user requirement is met. Fulfilling the targeted end user requirement does not impact the obligation of Vistancia South to pay for and construct the Section 36 Sewer Line (including the obligation to satisfy the schedule set forth in **Exhibit B-2**, subject to the provisions of **Section 7**), and fulfilling the targeted end user requirement does not impact the obligation of Vistancia South to pay for and construct the Lone Mountain Waterline (including the obligation to satisfy the schedule set forth in **Exhibit C-2**, but subject to the provisions of **Section 7**). It is expressly agreed that the failure to timely construct either the Section 36 Sewer Line or the Lone Mountain Water Line as set forth in this Amendment may cause irreparable harm to the City in an amount that cannot be adequately compensated by the payment of damages and the City retains its right to elect any and all remedies available to it to secure Vistancia South's timely performance of its obligation to construct the Lone Mountain Waterline and/or to secure Vistancia South's timely performance of its obligation to construct the Section 36 Sewer Line, including but not limited to the remedy of specific performance.

3. **Sewer Line Extension.** The Parties acknowledge that the attraction of a targeted end user is conditioned upon the timely construction and extension of the sewer line that is to be constructed by Vistancia South pursuant to Section 18.1.1 of the Agreement. The parties hereby agree that the sewer line to be constructed by Vistancia South pursuant to Section 18.1.1 of the Agreement shall be the so-called "State land Section 36 sewer line," with respect to which it is hereby agreed as follows:

(a) Such sewer line shall be constructed in substantial conformity with the alignment identified on attached **Exhibit B-1** and shall consist of those improvements described in **Exhibit B-1** (the "**Section 36 Sewer Line**").

(b) The Section 36 Sewer Line shall be constructed by Vistancia South, who is one of the Owners (as defined in the Agreement), as part of the necessary infrastructure to be built as part of the El Mirage Infrastructure Project. Construction of the Section 36 Sewer Line shall be timed so that it (i) coincides with the construction of the El Mirage Road improvements to be built pursuant to the El Mirage Infrastructure Project, and (ii) is completed in accordance with the schedule for construction identified in attached **Exhibit B-2**.

(c) The Company hereby assigns to Vistancia South its obligations under Section 18.1.1 of the Agreement as they relate to the improvements comprising the Section 36 Sewer Line, and Vistancia South hereby assumes such obligations and agrees to comply with the provisions of Title 34, Arizona Revised Statutes as amended, to the extent applicable, with Vistancia South being the sole obligor responsible for compliance with the applicable public bid legal requirements. The City hereby approves the foregoing assignment subject to Vistancia South's compliance with the conditions/requirements stated herein, and the City agrees that, in accordance with Section 22 of the Agreement, the Company is released from the obligations under Section 18.1.1 of the Agreement as they relate to the improvements comprising the Section 36 Sewer Line. The provisions of Sections 17.2 and 17.3 of the Agreement shall apply with respect to the acquisition of necessary rights-of-way and easements for the Section 36 Sewer Line.

(d) Pursuant to the City's <sup>Unofficial Document</sup> infrastructure standards, the minimum size for the Section 36 Sewer Line is a 15-inch diameter line. The City may require oversizing of the Section 36 Sewer Line (i.e., sizing greater than what is required to serve the Property subject to the Agreement) and if oversizing is required, the City shall contribute only those funds necessary to increase the sewer line size beyond the 15-inch diameter minimum requirement. The incremental cost between the minimum standard (or what is needed to serve the Property, whichever standard is greater) and the cost of the oversizing, will be the City's responsibility. The City may charge and collect fees from other persons, parties or entities seeking to utilize such oversizing. If oversizing is required, the City shall be responsible for the direct payment of the cost of any City-required oversizing of the Section 36 Sewer Line as described herein and in the Water Appendix to the Agreement, it being agreed that neither the Company nor any Owner shall be required to pay such cost and then seek reimbursement thereof from the City unless the Company or an Owner acquires additional property that may be served by the oversizing of the Section 36 Sewer Line, in which event the Company (or such Owner, as applicable) will pay its incremental share of the cost of any such oversizing. In addition, the cost of any such oversizing shall not apply toward (and shall be in addition to) the City's \$6,700,000 commitment under Section 18.2 of the Agreement.

(e) The City's \$6,700,000 commitment under Section 18.2 of the Agreement shall not apply toward the cost of the Section 36 Sewer Line (it being agreed that such funds shall apply only to the cost of the El Mirage Infrastructure Project, as provided in **Section 5** below).

4. **Lone Mountain Waterline**. The Parties acknowledge that the attraction of a targeted end user is conditioned upon the timely construction of the Lone Mountain Waterline. To further

facilitate implementation of the Agreement and as a condition to the City's obligation to pay for backbone infrastructure in accordance with Section 18.2 of the Agreement, it is agreed as follows with respect to the Lone Mountain Waterline:

(a) Vistancia South agrees to construct the Lone Mountain Waterline, which shall consist of those improvements described in **Exhibit C-1** attached hereto. Such construction shall occur in accordance with the terms set forth herein. The Company hereby assigns to Vistancia South its obligation to construct the Lone Mountain Waterline in accordance with the Water Appendix attached to the Agreement, and Vistancia South hereby assumes such obligation. The City hereby approves the foregoing assignment subject to Vistancia South's compliance with the conditions/requirements stated herein, and the City agrees that, in accordance with Section 22 of the Agreement, the Company is released from the obligation to construct the Lone Mountain Waterline.

(b) Promptly after execution of this Amendment by the Parties, Vistancia South will design the Lone Mountain Waterline to the point of identifying properties whose acquisition is necessary for construction of the waterline. In connection with these efforts, Vistancia South will use its diligent efforts to adhere to Vistancia South's schedule for identifying the path of the Lone Mountain Waterline as contained in **Exhibit C-2** attached hereto and incorporated by reference.

(c) Vistancia South agrees to complete final design of the Lone Mountain Waterline, and to create legal descriptions for all right-of-way necessary for construction of the Lone Mountain Waterline, on or before the deadline therefore specified in the schedule attached hereto as **Exhibit C-2**.

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(d) Thereafter, Vistancia South will acquire all real property necessary for construction of the Lone Mountain Waterline and associated improvements (see Agreement at Exhibit C). If necessary right-of-way from private property owners cannot be secured 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. In the event the City exercises its power of condemnation pursuant to this subsection, the costs of such condemnation, including but not limited to reasonable attorneys' fees, will be part of the cost of the Lone Mountain Waterline to be paid for by Vistancia South pursuant to the Water Appendix attached to the Agreement.

(e) Construction of the Lone Mountain Waterline and associated improvements shall occur in accordance with the schedule attached hereto as **Exhibit C-2**, and such construction shall be completed on or before the date required in the schedule attached hereto as **Exhibit C-2**. The City will cooperate as requested by Vistancia South with applications for necessary right-of-way and as described above, but this in no way relieves Vistancia South of the obligation to construct the Lone Mountain Waterline in accordance with the Water Appendix attached to the Agreement. The parties agree that in addition to any other remedies specified herein or in the Agreement, that the City may elect the remedy of specific performance with regard to Vistancia South's obligation to construct the Lone Mountain Waterline.

(f) The City may require oversizing of the Lone Mountain Waterline (i.e., sizing greater than sixteen inches (16")). The City shall contribute only those funds necessary to increase the water line size beyond the 16-inch diameter minimum requirement. The incremental cost between what is needed to serve the Property (as described and set forth

in the Agreement and in the Water Appendix to the Agreement) and the cost of the oversizing, will be the City's responsibility. The City may charge and collect fees from other persons, parties or entities seeking to utilize such oversizing. The City shall be responsible for the direct payment of the cost of any City-required oversizing of the Lone Mountain Waterline, it being agreed that neither the Company nor any Owner shall be required to pay such cost and then seek reimbursement thereof from the City, unless the Company or an Owner acquires additional property that may be served by the oversizing of the Lone Mountain Waterline, in which event the Company (or such Owner, as applicable) will pay its incremental share of the cost of any such oversizing. In addition, the cost of any such oversizing shall not apply toward (and shall be in addition to) the City's \$6,700,000 commitment under Section 18.2 of the Agreement.

(g) The City's \$6,700,000 commitment under Section 18.2 of the Agreement shall not apply toward the cost of the Lone Mountain Waterline (it being agreed that such funds shall apply only to the cost of the El Mirage Infrastructure Project, as provided in **Section 5** below).

5. El Mirage Infrastructure Project. The Parties acknowledge that the attraction of a targeted end user is conditioned upon the timely construction and completion of the El Mirage Infrastructure Project. The Parties agree to proceed immediately with the design and construction of the Infrastructure Project, in accordance with the following terms:

(a) Vistancia South. Vistancia South shall design and construct the El Mirage Infrastructure Project. The Company hereby assigns to Vistancia South its obligations under Section 18.1.1 of the Agreement as they relate to the improvements comprising the El Mirage Infrastructure Project, and <sup>Unofficial Document</sup> Vistancia South hereby assumes such obligations and agrees to comply with the provisions of Title 34, Arizona Revised Statutes as amended, to the extent applicable, with Vistancia South being the sole obligor responsible for compliance with the applicable public bid legal requirements. The City hereby approves the foregoing assignment subject to Vistancia South's compliance with the conditions/requirements stated herein, and the City agrees that, in accordance with Section 22 of the Agreement, the Company is released from the obligations under Section 18.1.1 of the Agreement relating to the El Mirage Infrastructure Project.

(b) Preparation of Plans and Specifications.

(i) Selection of Design Engineers. Vistancia South shall proceed immediately with the design of the improvements comprising the El Mirage Infrastructure Project. Design engineers shall be selected by Vistancia South, subject to City approval, and pursuant to direct selection, if applicable, as authorized pursuant to Title 34, Arizona Revised Statutes as amended, and all other applicable law, rules and/or regulations that relate to the procurement of goods or services by a public entity. All plans and specifications for the El Mirage Infrastructure Project shall be subject to the City's review and approval pursuant to usual City practices and/or procedures.

(ii) Reimbursement of Design Cost. Vistancia South shall deliver to the City true and correct copies of all invoices, applications for payment, or other reasonable supporting evidence of all costs paid to design engineers in connection with the preparation of final City-approved plans and specifications for the El Mirage Infrastructure Project (the amounts so documented being hereinafter

collectively referred to as the "**Design Costs**"). The City shall be given full authority to review and approve the plans and specifications for all planned infrastructure and to issue final approval. In no event shall the total funding for direct select design costs exceed the sum of Four Hundred Thousand Dollars (\$400,000). The City shall reimburse Vistancia South for the Design Costs ten (10) business days after the date on which the City has approved the final plans and specifications for the El Mirage Infrastructure Project.

(c) Construction of the Infrastructure Project.

(i) Public Bidding. The construction of the El Mirage Infrastructure Project shall be bid pursuant to the provisions of Title 34, Arizona Revised Statutes, as amended, and in accordance with the requirements for construction projects of the City similar to the El Mirage Infrastructure Project as specified in the Procurement Code of the City of Peoria, Arizona (Section 2-301 *et seq.* of the Peoria Code) and any procurement guidelines promulgated in connection therewith (all of the foregoing being hereinafter collectively referred to as the "**Public Bid Requirements**"). Construction contracts and material supply contracts for the El Mirage Infrastructure Project shall be entered into by Vistancia South with the bidders selected in accordance with the Public Bid Requirements, and the form of each such construction contract and material supply contract shall be subject to the City's approval (each such construction contract or material supply contract approved by the City being hereinafter referred to as a "**Construction Contract**"). Any modification to a Construction Contract, including but not limited to any change order issued thereunder, shall be subject to the City's approval and any applicable <sup>Unofficial Document</sup> Public Bid Requirements (any such modification or change order approved by the City being hereinafter referred to as a "**Change Order**").

(ii) Payment of Construction Costs. Vistancia South acknowledges that payment/reimbursement for construction costs is conditioned upon compliance with public procurement requirements and procedures as set forth in Title 34 of the Arizona Revised Statutes, as well as the Procurement Code of the City of Peoria, Arizona (Sec. 2-301 *et seq.* of the Peoria City Code). Vistancia South shall oversee the construction of the El Mirage Infrastructure Project, and shall pay amounts due under the Construction Contracts (and any Change Order(s)) as and when due. Amounts paid by Vistancia South pursuant to the Construction Contracts (and any Change Order(s)) are hereinafter referred to as the "**Construction Cost**". The City shall reimburse Vistancia South for the Construction Costs in accordance with the following:

(A) Funds shall be paid by the City from time to time pursuant to Draw Requests (as hereinafter defined) submitted by Vistancia South for Construction Cost paid in connection with the El Mirage Infrastructure Project, subject to and in accordance with the procedures set forth in this **Section 5(c)(ii)** Draw Requests shall be submitted by Vistancia South no more frequently than monthly during the course of construction of the El Mirage Infrastructure Project. As used herein, the term "**Draw Request**" shall mean a written request for payment on account of the City's commitment under Section 18.2 of the Agreement, which is submitted by

Vistancia South to the City hereunder, which request is accompanied by or contains all of the following information and/or materials:

(1) The total Construction Cost amount paid by Vistancia South in connection with the El Mirage Infrastructure Project that was not included in Draw Requests previously delivered hereunder;

(2) The total Construction Cost amount paid to date by Vistancia South in connection with the El Mirage Infrastructure Project (exclusive of the amount sought to be paid pursuant to the current Draw Request);

(3) The identity of each contractor or material supplier paid pursuant to the current Draw Request (each, a "Payee"), and a breakdown of the total Construction Cost amount in item (1) above among the various Payees identified in such Draw Request;

(4) Copies of invoices, receipts, demands for payment, or other reasonable supporting evidence of all Construction Cost amounts included in the Draw Request; and

(5) Copies of unconditional lien waivers, in the prescribed statutory form, executed by all Payees for Construction Cost amounts included in the current Draw Request.

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(B) Each Draw Request shall be delivered to Andy Granger, or his successor as City Engineer (the "**City's Authorized Agent**"). The City's Authorized Agent shall have full authority on behalf of the City to review and approve or disapprove any Draw Request delivered by Vistancia South hereunder.

(C) The City's Authorized Agent shall have twenty (20) calendar days after it receives any such Draw Request to review the Draw Request and any work covered by the Draw Request, to object to all or any portion of the Draw Request, and to issue payment on such Draw Request as hereinafter provided. If the City's Authorized Agent objects to a Draw Request, or any portion thereof, the City's Authorized Agent shall notify Vistancia South in writing of its objection within twenty (20) calendar days after it received such Draw Request, which objection shall specify the nature of its objection and whether it is objecting to the payment of all or only a part of the amount sought to be paid pursuant to the Draw Request. If the City's Authorized Agent approves (or is deemed to have approved) a Draw Request, then the City shall within thirty (30) calendar days after it received such Draw Request issue payment thereon by check issued to Vistancia South for the total amount of the Draw Request approved or deemed approved. If the City's Authorized Agent objects (prior to expiration of the twenty (20) calendar day period for doing so) to only a portion of a Draw Request, then the City shall (i) within 30 days after the City receives such Draw Request, issue payment on the undisputed portion of such Draw Request by check issued to Vistancia South, and (B) hold

any disputed amount until Vistancia South and the City's Authorized Agent mutually agree as to the payment of the disputed amount or until there is resolution pursuant to the order of a court or arbitrator of competent jurisdiction. If the City's Authorized Agent fails to act on a Draw Request within twenty (20) calendar days after it is received (i.e., he neither approves nor disapproves the request), then such request shall be deemed approved.

(D) The Construction Contracts executed in connection with the El Mirage Infrastructure Project shall provide for retainage as required under A.R.S. § 34-221, and there shall be no additional retainage in connection with Draw Request amounts payable by the City hereunder.

(iii) Amounts paid by the City pursuant to **Section 5(c)(ii)** above shall apply toward the City's \$6,700,000 commitment under Section 18.2 of the Agreement. In no event shall the aggregate total amount payable by the City pursuant to **Sections 5(b)(ii) and 5(c)(ii)** of this Amendment exceed the sum of \$6,700,000 unless otherwise approved by the City (including, but not limited to, pursuant to any Change Order approved by the City and/or as the result of City-required oversizing).

(iv) The City shall be responsible for the direct payment of the cost of any City-required oversizing of improvements included in the El Mirage Infrastructure Project (i.e., sizing greater than what is required to serve the Vistancia Commercial Core). The incremental cost between what is needed to serve the Vistancia Commercial Core and the required oversizing will be the responsibility of the City. The City may charge and collect fees from other persons, parties or entities seeking to utilize such oversizing, it being agreed that neither Vistancia South, any other Owner, nor the Company shall be required to pay such cost and then seek reimbursement thereof from the City pursuant to **Section 5(c)(ii)**, unless the Company or an Owner acquires additional property that may be served by the oversizing of the Lone Mountain Waterline, in which event the Company (or such Owner, as applicable) will pay its incremental share of the cost of any such oversizing. In addition, the cost of any such oversizing shall not apply toward (and shall be in addition to) the City's \$6,700,000 commitment under Section 18.2 of the Agreement.

(v) All design and all construction of the El Mirage Infrastructure Project shall be complete on or before the deadline set forth in the schedule attached hereto as **Exhibit A-2**.

(vi) Funds paid by the City hereunder in connection with its \$6,700,000 commitment under Section 18.2 of the Agreement shall not apply toward any costs associated with the Section 36 Sewer Line or the Lone Mountain Waterline, it being agreed that such funds shall apply only toward the cost of the El Mirage Infrastructure Project as set forth in this **Section 5**.

6. Reimbursement of Construction Cost Paid by City.

(a) The Company hereby assigns to 580 Commercial its obligations under Section 18.1.2 of the Agreement, and 580 Commercial hereby assumes such obligations

and agrees to comply with the provisions of said Section 18.1.2. The City hereby approves the foregoing assignment subject to 580 Commercial's compliance with the conditions/requirements stated herein, and the City agrees that, in accordance with Section 22 of the Agreement, the Company is released from the obligations under Section 18.1.2 of the Agreement.

(b) In the event that (a) 580 Commercial has not satisfied its donation obligations under Section 18.1.2 of the Agreement and **Section 6(a)** of this Amendment with respect to up to fifty (50) acres of buildable land located in the Vistancia Commercial Core on or before the Deadline Date (as hereinafter defined), or (b) Vistancia South has not completed construction of the Section 36 Sewer Line when required pursuant to **Section 3** above, or (c) Vistancia South has not completed construction of the Lone Mountain Waterline when required pursuant to **Section 4** above, then Vistancia South shall pay to the City, on or before thirty (30) days after the Deadline Date, an amount equal to the aggregate total of (i) all Design Costs actually paid by the City pursuant to **Section 5(b)(ii)** above, together with interest accrued thereon at a rate of two percent (2%) per annum from the date of the City's expenditure until the date of repayment to the City, plus (ii) all Construction Costs actually paid by the City pursuant to **Section 5(c)(ii)** above, together with interest accrued thereon at a rate of two percent (2%) per annum from the date of the City's expenditure until the date of repayment to the City (collectively, the "**Payment Obligation**"). To secure the Payment Obligation, Vistancia South has caused a Deed of Trust to be executed in favor of the City for certain unencumbered real property legally described in **Exhibit D** attached hereto, which exhibit is incorporated by reference. Such Deed of Trust was recorded in the official records of Maricopa County, Arizona, on July 16, 2014, in Instrument No. 2014-0465321. At the time the Deed of Trust was recorded, it was mistakenly believed <sup>Unofficial Document</sup> that all of the land described in **Exhibit D** attached hereto (which is also the land described in Exhibit A to the Deed of Trust) was owned by 580 Commercial; thereafter, it was learned that a portion of such land is owned by Vistancia South. To correct this error Vistancia South shall cause an instrument in form acceptable to the City (the "**Ratification**") to be executed and recorded, pursuant to which Vistancia South shall ratify and join in the Deed of Trust with respect to such land owned by Vistancia South, so that the Deed of Trust encumbers all land described in Exhibit A to the Deed of Trust that is owned by Vistancia South. The term "Deed of Trust" as used herein shall mean the original Deed of Trust, as ratified by Vistancia South pursuant to such Ratification. The Deed of Trust secures the payment by Vistancia South of amounts owed with respect to the Payment Obligation under this section. 580 Commercial and Vistancia South (each as to the portion of the Deed of Trust property owned by it) agrees the real property subject to the Deed of Trust shall be free of any and all liens, encumbrances and/or prior claims of any kind or nature. For purposes of the Deed of Trust, the Parties agree that this Amendment shall evidence the Payment Obligation secured by the Deed of Trust, and execution of a promissory note shall not be required (and the term "Payment Obligation" as used in the Deed of Trust shall mean the Payment Obligation as defined and described in this Amendment). If the Payment Obligation is not fully satisfied when due pursuant to the terms set forth above (or prior to expiration of the additional 30-day period described in the remaining provisions of this sentence), the City may direct the Trustee to proceed with foreclosure or trustee's sale pursuant to the Deed of Trust without delay at any time after thirty (30) days following the Deadline Date (as defined in **subsection (c)** below) or, in lieu of such foreclosure or trustee's sale the City may elect to proceed against Vistancia South for payment of the debt arising from the Payment Obligation.

(c) 580 Commercial's agreement to provide reasonable security for the Payment Obligation as set forth in **subsection (a)** above in no way alters or amends the donation requirements set forth in Section 18.1.2 of the Agreement. It is specifically understood by the parties that should the City's payment obligation(s) pursuant to Section 18.2 of the Agreement not be fully met as a result of the action(s) or inaction(s) of Vistancia South, that the donation requirement set forth in Section 18.1.2 of the Agreement shall nevertheless remain in full force and effect; provided, however, that (i) in the event of foreclosure or trustee's sale under the Deed of Trust, 580 Commercial shall have no further obligations under Section 18.1.2 of the Agreement and the land acquired by the City pursuant to such foreclosure or trustee's sale shall fully satisfy such obligations and the Payment Obligation, and (ii) if Vistancia South fully satisfies the debt arising from the Payment Obligation and "targeted end users" have not been obtained by the Deadline Date for the entire fifty (50) acres to be donated pursuant to Section 18.1.2 of the Agreement, then 580 Commercial shall have no further obligations under Section 18.1.2 of the Agreement and the funds received by the City in satisfaction of the Payment Obligation shall fully satisfy such obligations. Nothing herein shall prevent the City from seeking specific performance of Vistancia South's obligation to build the El Mirage Infrastructure and/or the Section 36 Sewer Line, and/or Vistancia South's obligation to build the Lone Mountain Waterline, in each case as those improvements are defined herein and in the Agreement, and the donation of land required by Section 18.1.2 of the Agreement will not be affected by an action for specific performance to enforce Vistancia South's obligations to construct same.

(d) As used herein, the term "**Deadline Date**" shall mean the date that is five (5) years after the date on which this Amendment is fully executed. The Deadline Date is subject to one (1) extension of three <sup>Unofficial Document</sup> (3) years in length upon mutual agreement of the City Manager, on the one hand, and 580 Commercial and Vistancia South, on the other hand, if such Parties determine that market conditions have impeded the ability to obtain suitable "targeted end users" for up to fifty (50) acres of buildable land located in the Vistancia Commercial Core on or before the original Deadline Date. In the event of such extension, the term "Deadline Date" as used herein shall mean the original Deadline Date, as so extended.

(e) **Exhibit D** attached hereto (and the legal description of the property encumbered by the Deed of Trust described herein) may be subject to modification from time to time at 580 Commercial's request and subject to approval of the City Council to describe other real property within Vistancia that is acceptable to the City Council, it being agreed that such other real property must be at least 50 acres in size and of value comparable to the then-existing property described in **Exhibit D** and the Deed of Trust. All references in this Amendment to **Exhibit D** shall mean **Exhibit D** as amended from time to time pursuant to this provision.

(f) The City shall cause the property encumbered by the Deed of Trust to be released and reconveyed from the Deed of Trust upon the first to occur of (i) donation of the property encumbered by the Deed of Trust in accordance with Section 18.1.2 of the Agreement (provided, however, that if less than the entire fifty (50) acres is involved in a particular donation, then the Deed of Trust shall be released only with respect to the portion then being donated and shall remain in effect as to the balance of the property encumbered by the Deed of Trust), or (ii) full payment to the City of the debt arising from the Payment Obligation and occurrence of the Deadline Date without "targeted end users"

having been obtained for the entire fifty (50) acres to be donated pursuant to Section 18.1.2 of the Agreement.

7. Force Majeure. Any deadline for performance by Vistancia South pursuant to **Sections 3, 4, and/or 5(c)** of this Amendment shall be extended by a time equal to any period that progress in such performance is delayed due to any cause beyond the control of Vistancia South through the exercise of reasonable diligence, financial inability being hereby excluded (a "**Force Majeure Event**"); provided, however, that as a condition to claiming an extension due to a Force Majeure Event, Vistancia South shall be required to deliver written notice to the City of the occurrence of such Force Majeure Event, which notice must be delivered on or before ten (10) business days after the date on which the Vistancia South first learned of the existence of such Force Majeure Event. In no event, shall a Force Majeure Event delay performance longer than one hundred twenty (120) days for any one occurrence.

8. Effect of Amendment; Estoppel. All other terms and conditions of the Agreement remain in full force and effect except as amended hereby. The terms of this Amendment shall control in the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement. The Company and each Owner agrees that, as of the date of this Amendment, it has received the equal protection of the laws, has received due process of all of its claims and requests, and has not suffered from a compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence). No Party has breached the Agreement or has any litigable claim against any other Party as of the Effective Date of this Amendment. This Amendment's duration is coterminous with the Agreement's.

9. Time Is of the Essence. The parties agree that time is of the essence in this Agreement and every term or performance hereunder. Unofficial Document

10. Recordation. The City will record this Amendment in the Maricopa County Recorder's Office within ten (10) days after the last party signs.

[NO FURTHER TEXT ON THIS PAGE – SIGNATURES FOLLOW]

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

"CITY"

CITY OF PEORIA, ARIZONA,  
a municipal corporation

By: Cathy Carlat  
Cathy Carlat, Mayor

Attest:

Rhonda Geriminsky  
Rhonda Geriminsky, 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: Mark Westerburg  
Name: Mark Westerburg  
Title: VP

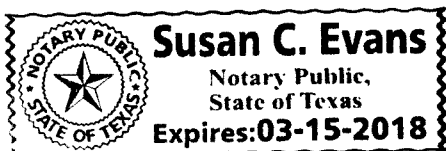
STATE OF TEXAS                   )  
  ) ss.  
County of Dallas                   )

Unofficial Document

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 24 day of September, 2015, by Mark Westerburg, the Vice President of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of Vistancia Land Holdings, LLC, a Delaware limited liability company, for and on behalf thereof.

Jim C. Evans  
Notary Public

My commission expires:



## Acknowledgement &amp; Consent

The undersigned Owners hereby (i) consent to this Amendment; (ii) acknowledge that this Amendment shall bind the Property (as defined in the Agreement), (ii) authorize and consent to the recordation of this Amendment for the sole purpose of binding the interests of the Owners in and to the Property. In addition, by their execution below, 580 Commercial and Vistancia South (each as defined above) hereby agree to and shall be bound by all of their respective obligations and agreements as set forth in this Amendment.

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

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

Unofficial Document

By:

Name:

Title:

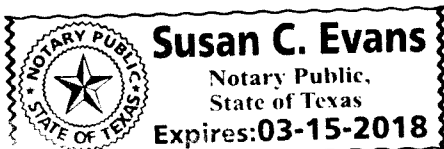
STATE OF TEXAS )  
 ) ss.  
County of Dallas )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 21st day of September, 2015, by Mark W. Winters, the Vice President of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia North, LLC, a Delaware limited liability company, for and on behalf thereof.

[Signature]

Notary Public

My commission expires:



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

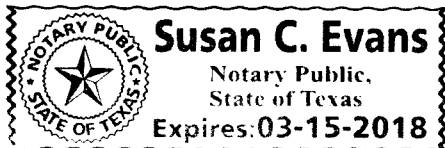
By: Mark Westburg  
Name: MARK WESTBURG  
Title: VP

STATE OF TEXAS                    )  
  ) ss.  
County of Dallas                    )

Unofficial Document  
The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 26th day of September, 2015, by Mark Westburg, the Vice President of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia South, LLC, a Delaware limited liability company, for and on behalf thereof.

Susan C. Evans  
Notary Public

My commission expires:



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: Mark Westberg  
Name: Mark Westberg  
Title: Vice President

STATE OF TEXAS                    )  
  ) ss.  
County of Dallas                    )

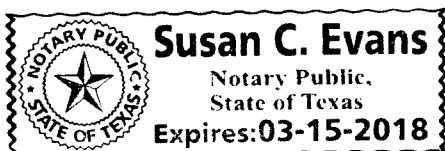
Unofficial Document

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 21st day of September, 2015, by Mark Westberg, the Vice President of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia 150 Commercial, LLC, a Delaware limited liability company, for and on behalf thereof.

jm CA

Notary Public

My commission expires:



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: [Signature]  
Name: MARY WESTERBURG  
Title: VP

STATE OF TEXAS                    )  
  ) ss.  
County of Dallas                    )

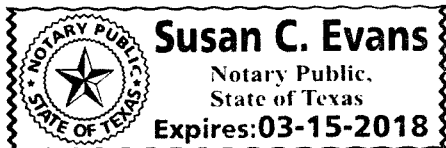
Unofficial Document

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 24<sup>th</sup> day of September, 2015, by Mary Westerburg, the Vice President of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia 580 Commercial, LLC, a Delaware limited liability company, for and on behalf thereof.

[Signature]

Notary Public

My commission expires:



VISTANCIA VILLAGE H, 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

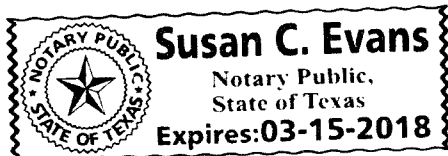
By: Mark Westberg  
Name: Mark Westberg  
Title: JP

STATE OF TEXAS           )  
  ) ss.  
County of Dallas         )

Unofficial Document  
The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 24<sup>th</sup> day of September, 2015, by Mark Westberg, the Vice President of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia Village H, LLC, a Delaware limited liability company, for and on behalf thereof.

[Signature]  
Notary Public

My commission expires:



VISTANCIA CLEMENTINE, 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

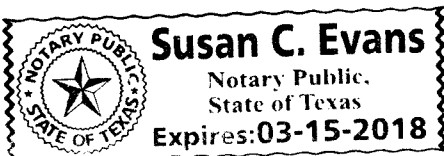
By: Mark Westberg  
Name: MARK WESTBERG  
Title: VP

STATE OF TEXAS           )  
  ) ss.  
County of Dallas         )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 21st day of September, 2015, by Mark Westberg, the Vice President of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia Clementine, LLC, a Delaware limited liability company, for and on behalf thereof.

Jim C. A.  
Notary Public

My commission expires:



VISTANCIA MYSTIC, 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: Mark Westbrook  
Name: MARK WESTBROOK  
Title: VP

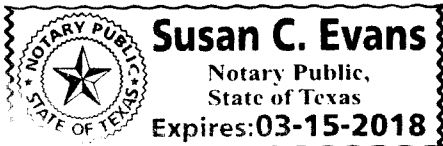
STATE OF TEXAS                    )  
  ) ss.  
County of Dallas                    )

Unofficial Document

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 2nd day of September, 2015, by Mark Westbrook, the Vice President of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia Mystic, LLC, a Delaware limited liability company, for and on behalf thereof.

[Signature]  
Notary Public

My commission expires:



**EXHIBIT A-1****Description of El Mirage Infrastructure Project Improvements**

- A. Construction of El Mirage Road Phase 4.1 in Vistancia, from the current terminus south of the Twin Buttes Wash to Lone Mountain Road, approximately 4,750 linear feet. The roadway will include one (1) travel lane and a bike lane in each direction. The Roadway Improvements include:
- B. Procurement of all required construction permits, dust control permits and SWPPP permits (NOI from AZDEQ).
- C. Provide all required construction surveying and material testing and special inspection required for the completion of the improvements listed herein.
- D. Grading of the roadway in accordance with the Approved Improvement Plans and standards of the City. All grading must meet the soils report moisture and compaction requirements for the roadway and be certified as such by a soils engineer and/or qualified geotechnical engineer.
- E. Installation of an operational public sanitary sewer collection system in accordance with the Approved Improvement Plans and standards of the City.
- F. Installation of an operational public water distribution system in accordance with the Approved Improvement Plans and standards of the City.
- G. Installation of an operational public reclaimed water distribution system in accordance with the Approved Improvement Plans and standards of the City.
- H. Installation of all storm drainage, and retention<sup>[Unofficial Document]</sup> detention facilities, including the box culvert at the Twin Buttes Wash per the Approved Improvement Plans and City standards.
- I. Installation of all concrete curbs, gutters, sidewalks, trails, ramps, bus bays and paved streets in accordance with the Approved Improvement Plans and City standards.
- J. Installation of all street lights and street signs in accordance with the Approved Improvement Plans and City standards.
- K. Installation of all electric, telephone, gas, and CATV conduit in Public Utility Easements to service the roadway and for future extension to the adjacent property per the plans provided and approved by APS, Cox Communications (as to both telephone and cable TV), Zona Communications, and Southwest Gas. Vistancia will enter into all contracts/line extension agreements with utility providers for the roadway and pay all advances or deposits required by such utility providers. Vistancia will be entitled to any and all refunds provided by such utility providers under such contracts and agreements.
- L. Installation of all Traffic Signal Interconnect (TSI) conduit and pull boxes in accordance with the Approved Improvement Plans and City standards.
- M. Installation of all roadway and tract landscaping in accordance with the Approved Improvement Plans and City standards.

**EXHIBIT A-2**

**Construction Schedule for El Mirage Infrastructure Project**

[see 1 page attachment]

EXHIBIT A-2

Construction Schedule for El Mirage Infrastructure Project

IS ON FILE IN THE

CITY OF PEORIA

Unofficial Document

CITY CLERK'S OFFICE  
8401 W. Monroe Street  
Peoria, AZ 85345

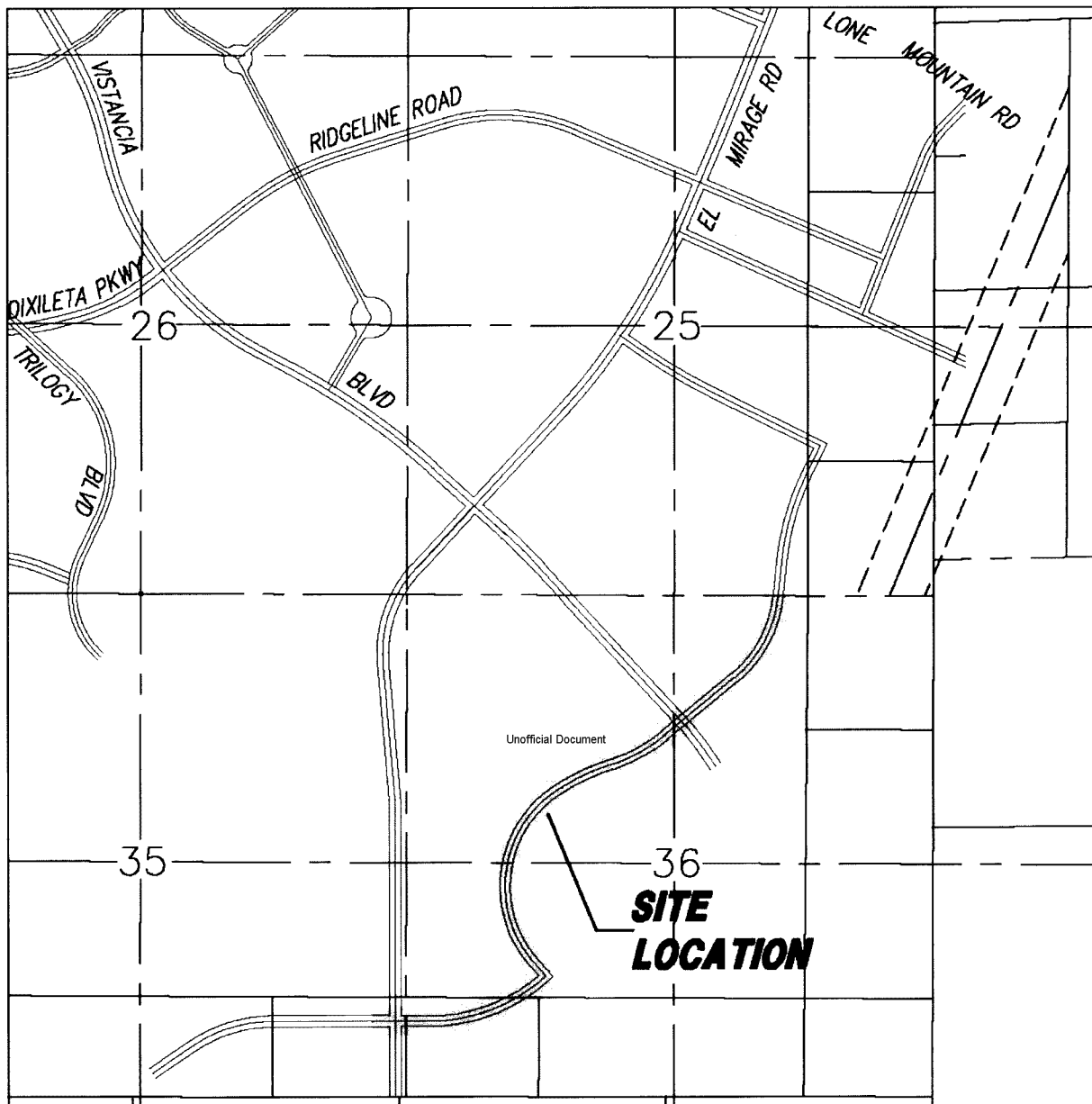
**EXHIBIT B-1****Section 36 Sewer Line Alignment  
Description of Section 36 Sewer Line Improvements**

Construction of a 30-inch diameter trunk sewer line starting at a connection to the existing sewer system in the intersection of El Mirage Road and Jomax Road and extending through Section 36 to the southern property line in Vistancia Village D, approximately 7,012 linear feet. The location/alignment of such sewer line is shown in the drawing attached hereto

The improvements include:

- A. Procurement of all required construction permits, dust control permits and SWPPP permits (NOI from AZDEQ).
- B. Provide all required construction surveying and material testing and special inspection required for the completion of the improvements listed herein.
- C. Salvage all native plant and cacti material within the project limits of disturbance in accordance with all local and state standards.
- D. Installation of an operational public sanitary sewer collection system in accordance with the Approved Improvement Plans and standards of the City.
- E. Installation of all storm drainage facilities and box culverts per the Approved Improvement Plans and City standards.

Unofficial Document



# **VICINITY MAP**

N.T.S.



Proj. No.

11154

Date

4/9/13

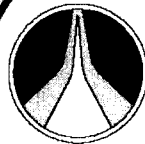
Sht: 1 of 1

Proj. Mangr.

BRS

Proj. Eng.

BRS



**HUBBARD**  
**ENGINEERING**

[www.hubbardengineering.com](http://www.hubbardengineering.com)  
1840 S. Stapley Dr., Ste. 137 - Mesa, AZ 85204  
Ph: 480.892.3313

**EXHIBIT B-2**

Construction Schedule for Section 36 Sewer Line

[see 1 page attachment]

EXHIBIT B-2

Construction Schedule for Section 36 Sewer Line

IS ON FILE IN THE

CITY OF PEORIA

Unofficial Document

CITY CLERK'S OFFICE  
8401 W. Monroe Street  
Peoria, AZ 85345

**EXHIBIT C-1****Description of Lone Mountain Waterline Improvements**

Construction of a 16-inch diameter water transmission line within the future Lone Mountain Road alignment from the Loop 303 Freeway to Lake Pleasant Parkway, approximately 11,675 linear feet. The improvements include:

- A. Procurement of all required construction permits, dust control permits and SWPPP permits (NOI from AZDEQ).
- B. Provide all required construction surveying and material testing and special inspection required for the completion of the improvements listed herein.
- C. Salvage all native plant and cacti material within the project limits of disturbance in accordance with all local and state standards.
- D. Installation of an operational public water transmission line in accordance with the Approved Improvement Plans and standards of the City.

**EXHIBIT C-2**

Construction Schedule for Lone Mountain Waterline  
(including Schedule for Identification of Right-of Way Needs – Lone Mountain Waterline)

[see 1 page attachment]

The attached Schedule is subject to the following: Vistancia South, as Lead Developer, the City, and certain other parties have entered into (or will enter into) that certain "Joint Development Agreement Lone Mountain Water Distribution Project" (the "**Lone Mountain Waterline JDA**"), pursuant to which the Lone Mountain Waterline will be constructed and the costs thereof will be funded by the parties to the Lone Mountain Waterline JDA. The attached Schedule is also the construction schedule attached as an exhibit to the Lone Mountain Waterline JDA. In the event that the construction schedule attached as an exhibit to the Lone Mountain Waterline JDA is modified (subject to all necessary consents of the parties to the Lone Mountain Waterline JDA, including the City, as required by the terms of the Lone Mountain Waterline JDA), the attached Schedule shall be deemed modified to conform to the modified construction schedule under the Lone Mountain Waterline JDA, without any further action of any party to this Amendment being required.

EXHIBIT C-2

Construction Schedule for Lone Mountain Waterline

IS ON FILE IN THE

CITY OF PEORIA

Unofficial Document

CITY CLERK'S OFFICE  
8401 W. Monroe Street  
Peoria, AZ 85345

**EXHIBIT D**

Description of Real Property Subject to Deed of Trust

[see 3 page attachment]

EXHIBIT D

Description of Real Property Subject to Deed of Trust

IS ON FILE IN THE

CITY OF PEORIA

Unofficial Document

CITY CLERK'S OFFICE  
8401 W. Monroe Street  
Peoria, AZ 85345