

From: [Tom Galvin](#)
To: [Paul Michaud](#)
Cc: [Jordan R. Rose](#); [Hopi Slaughter](#)
Subject: FW: Cottontail Run Private Road and Gate Maintenance Agreement
Date: Thursday, June 2, 2022 3:35:24 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[\[Execution Version\] Private Road and Gate Maintenance Agreement - 5000 East Cottontail Run Rd., Paradise Valley, AZ.pdf](#)

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Hi Paul,

This is the final draft that is now approved by 9 of the property owners. Another party has agreed to nearly all of the draft but had a question regarding Section 1.2 and we are trying to line up a time to discuss that specific item with them. We are confident that we will be able to get approval from this party, very soon. And we are confident that we will have signatures from all property owners by June 9th.

I wanted to provide the draft to you, along with this explanatory note.

Please let me know if you have any questions.

Thanks,
Tom

Tom Galvin
Attorney



Rose Law Group pc

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RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Katten Muchin Rosenman LLP
525 W. Monroe Street
Chicago, Illinois 60661
Attn: Brian Spangler, Esq.

SPACE ABOVE FOR RECORDER'S USE ONLY

Cottontail Run Private Road and Gate Maintenance Agreement

This Private Road and Gate Maintenance Agreement (“**Agreement**”) is entered into this ____ day of June, 2022, by and among the undersigned parcel owners (“**Participating Owners**”).

RECITALS:

A. East Cottontail Run Road (the “**East Cottontail Run Roadway**”) is a private road situated within the Town of Paradise Valley, Arizona, as more particularly described and shown on Exhibit A-1, attached hereto (“**East Cottontail Run Road Property**”).

B. The undersigned Participating Owners (which include owners of the properties whose access is granted by North Cottontail Run Road) are users of the Roadway Property (including, without limitation, the entrance from North Tatum Boulevard to North Cottontail Run Road via East Cottontail Run Road), and owners of the parcels of land described on Exhibit B-2 attached hereto (collectively, the “**Participating Owner Lots**”).

C. Cottontail Run Road, LLC, an Arizona limited liability company (“**Roadway Property Owner**”) is the owner of the East Cottontail Run Road Property.

D. CLT 7117, LLC, an Arizona limited liability company (the “**Turnaround Property Owner**”) is the owner of the property known as 7117 North Tatum Boulevard, Paradise Valley, AZ 85253 (APN 169-08-044D) and desires to grant certain easements over and across the portion thereof as more particularly described and shown on Exhibit A-2 (“**Turnaround Property**”; the Turnaround Property and the East Cottontail Run Road Property are referred to herein together as the “**Roadway Property**”).

E. Cotton Trail Run 4928, LLC, an Arizona limited liability company (the “**Sponsor**”) is both a Participating Owner, and is the owner of the property known as 5000 East Cottontail Run Road, Paradise Valley, Arizona 85253 (APN 169-08-044H, more fully described in Exhibit B-1 attached hereto as the “**Sponsor's Property**”). Sponsor desires to construct and operate, at Sponsor's sole cost and expense, a private roadway Gate (the “**Gate**”) at the entrance to East Cottontail Run Road, just east of Tatum Boulevard, for the use, enjoyment and security of the Participating Owners.

F. Participating Owners are willing to permit construction and operation of the proposed Gate, conditioned upon a comprehensive governance system for the mutually satisfactory design, maintenance and operation of said Gate and the roadway itself, a system which allows for all of the Participating Owners to share in decisions on how the Gate and roadway will be constructed, operated and maintained.

G. Participating Owners also wish to clarify their easement rights in and to the Roadway Property.

H. Roadway Property Owner, in consideration of the consent of the Participating Owners, is willing to proceed with construction, operation and maintenance of the roadway and Gate, at its sole cost and expense, in consideration of the following agreements.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Road Commission Agent.

1.1. A “**Road Commission Agent**” shall be appointed by the Sponsor. However, a majority of the Participating Owners, upon notice to all Participating Owners and the then-current Road Commission Agent, may appoint a new Road Commission Agent. The Road Commission Agent shall be responsible for monitoring the condition of the Roadway surface and initiating the following maintenance activities as needed to maintain the Roadway surface in a good and functional standard (collectively, the “**Road Commission Agent Duties**”): a) pothole and crack repair as may be required from time to time, as determined by the Road Commission Agent in its commercially reasonable discretion; b) asphalt (blacktop) sealing to be performed every five (5) years beginning in 2025, or more often as may be approved by the majority of the Participating Owners; c) repaving, if necessary, to be performed every ten (10) years from the year of the execution of this Agreement, or more often as may be approved by the majority of the Participating Owners. Road Commission Agent shall not be permitted to undertake any act outside the scope of the Road Commission Agent Duties. Any such expenses incurred by Road Commission Agent respecting actions that are neither within the scope of the Road Commission Agent Duties shall be borne solely by Road Commission Agent, and shall not be chargeable to the Participating Owners hereunder.

1.2. If Participating Owners shall elect to remove the Road Commission Agent appointed by the Sponsor, then Participating Owners shall each be responsible for paying their respective shares of any salary or administrative fees charged by such replacement Road Commission Agent. The replacement Road Commission Agent position shall be first offered to the Participating Owners as a non-compensated volunteer position, and, if one or more Participating Owners volunteers to serve as the replacement Road Commission Agent such appointment shall become effective upon the majority vote of the Participating Owners. If no Participating Owner volunteers to act as the Road Commission Agent, or if a prospective volunteer Road Commission Agent fails to receive the approval of the majority vote of the Participating Owners, then an independent properly licensed and permitted individual or company may be hired with the approval of the majority of the Participating Owners. Any independent Road Commission Agent shall be limited to \$5,000.00 (five thousand dollars) per year in annual compensation, with a 3% (three percent) automatic increase each year, to act in such capacity (provided that the Sponsor shall continue to pay the Roadway service, repair and/or maintenance costs as provided herein).

1.3. If Participating Owners shall elect to remove the Road Commission Agent appointed by the Sponsor, then, in the performance of the Road Commission Agent Duties, the Road Commission Agent shall bid each scope of work with not less than three (3) qualified contractors licensed to conduct business within the Town of Paradise Valley, Arizona, and shall select the lowest of the three (3) bids. If Road Commission Agent desires to select a bid which is not the lowest of the three (3) bids, it may only do so with the prior written consent of the majority of the Participating Owners.

2. Gate Commission Agent.

2.1. A “**Gate Commission Agent**” shall be appointed by the Sponsor. However, a majority of the Participating Owners, upon notice to all Participating Owners and the then-current Gate Commission Agent, may appoint a new Gate Commission Agent. The Gate Commission Agent shall be responsible for monitoring the condition of the Gate and initiating maintenance activities as needed to maintain the Gate in good working order. The initial Gate Commission Agent shall be Park Pro. The Gate Commission Agent shall be responsible for monitoring the condition of the Gate and initiating maintenance activities as needed to maintain the Gate in a good and functional standard (collectively, the “**Gate Commission Agent Duties**”; the Road Commission Agent Duties and the Gate Commission Agent Duties are referred to generally herein as the “**Duties**”). Gate Commission Agent shall not be permitted to undertake any act outside the scope of the Gate Commission Agent Duties without the prior written consent of the majority of the Participating Owners. Any such expenses incurred by Gate Commission Agent respecting actions that are neither within the scope of the Gate Commission Agent Duties nor pre-approved in writing by the majority of the Participating Owners shall be borne solely by Gate Commission Agent, and shall not be chargeable to the Participating Owners hereunder.

2.2. If Participating Owners elect to remove the Gate Commission Agent appointed by the Sponsor, then Participating Owners shall each be responsible for paying their respective shares of any salary or administrative fees charged by such replacement Gate Commission Agent to act in such capacity, which shall be a commercially reasonable amount approved by the majority of the Participating Owners (provided that the Sponsor shall continue to pay the costs of the Gate service and/or maintenance contract as provided herein).

2.3. If Participating Owners shall elect to remove the Gate Commission Agent appointed by the Sponsor, then the new Gate Commission Agent shall be selected by soliciting bids from not less than three (3) qualified gate maintenance contractors licensed to conduct business within the Town of Paradise Valley, Arizona, and the contractor with the lowest of such three (3) bids shall be selected as the replacement Gate Commission Agent, unless two-thirds (2/3rds) of the Participating Owners vote to select another contractor which is not lowest bidder, in which case such selected contractor shall be the replacement Gate Commission Agent.

3. Road Maintenance and Road Improvements. Roadway maintenance will be undertaken and made by the Road Commission Agent, with funding by the Sponsor, whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access, ingress, egress and passage by the Participating Owners and by emergency vehicles.

4. Gate Maintenance and Gate Improvements. Gate construction, maintenance and Gate improvements will be undertaken and made by Gate Commission Agent, with funding by the Sponsor, whenever necessary to maintain the Gates and Gate complex in good operating condition at all times and to insure the provision of safe, convenient access, ingress, egress and passage by the Participating Owners and by emergency vehicles. The initial design and construction of the Gate shall be undertaken by Sponsor in substantial conformance to Exhibit C attached hereto and made part hereof. The standard of maintenance for the Gate and associated improvements shall be that associated with other similar private community

Gates in the Town of Paradise Valley, including, by way of example, but not limited to Judson, Finisterre, El Maro Estates and Cantatierra. Participating Owners shall be charged by the Gate Commission Agent for consumable items in connection with Gate operations, including wireless remote openers, RFID tags, decals and the like.

5. Gate Operations.

5.1. Operating a private roadway Gate brings a host of challenging issues, both foreseen and unforeseen. These include, by way of example, but not limited to, (i) providing the most convenient access for residents to enter without having to exit their vehicle or operate a keypad; (ii) providing access to household employees, landscapers and contractors, (iii) providing access to family members; (iv) providing access to friends and guests on special occasions (e.g., parties); (v) providing access to short term rental tenants; (vi) providing access to emergency vehicles. Different Participating Owners may prefer different technologies for being contacted by visitors at the Gate, either by wireless cell phone, by other means, or not at all when it is a stranger at the Gate. In order to accommodate all of the needs and desires of all Participating Owners, the Gate Commission Agent shall, upon the request of one or more Participating Owners, host one or more meetings of the Participating Owners to choose their preferred features and policies prior to initial construction, preferably by consensus, but when there is no consensus, by majority vote. Participating Owners may vote by proxy in any such meeting. Following completion of the initial Gate improvements, a meeting shall be called by the Gate Commission Agent to train and equip the Participating Owners with such devices and tools as established for authorized and approved users pursuant to policies adopted by the Participating Owners. Thereafter, the Gate Commission Agent shall hold at least one annual meeting to review operations and solicit feedback on ways to improve, upgrade, or better serve the Participating Owners with policy changes, which meeting, for the convenience of the Participating Owners, may be held via telephone or by video conference.

5.2. So long as the Road Commission Agent is the person or entity appointed by Sponsor, in the case of a Gate malfunction or other emergency associated with the Gate operation, the affected Participating Owner shall first contact Benjamin Boyd at (331) 245-6582, and failing to reach Benjamin Boyd, shall contact Mary Beth Stern at (602) 989-0556, and failing to reach Mary Beth Stern, shall contact Park Pro at (602) 254-0770. Any fees or charges rendered by Park Pro as a result of a Participating Owner's failure to comply with the ordered notice requirements in the immediately preceding sentence shall be borne solely by the Participating Owner.

6. Grant of Easements.

6.1. Roadway Property Owner, as grantor, grants to the other Participating Owners, for the benefit of said other Participating Owner or Owners, their respective successors, assigns, contractors, and invitees, and for the benefit of the respective Participating Owner Lots, as grantees, the following:

(a) Non-exclusive easements upon, over, and across the East Cottontail Run Road Roadway Property and through the Gate for ingress and egress by vehicular and pedestrian traffic and vehicle parking (provided that this provision shall in no event be construed as permitting the parking by Owners of a Lot on another Lot without the prior written consent of the Owner of such other Lot);

(b) Non-exclusive easements through, over and across that portion of the East Cottontail Run Road Roadway Property for the installation, maintenance, repair and replacement from time to time of any mailbox and or street address identification sign; and

(c) Non-exclusive easements under, through and across that portion of the East Cottontail Run Road Roadway Property for the installation, maintenance, removal, and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephone lines,

or electrical conduits or systems, gas mains, and other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines, and other public utility instrumentalities shall be installed and maintained below the ground level or surface of the East Cottontail Run Road Roadway Property, except where the instrumentality of the particular utility involved is not amenable to being placed underground (such as, but not limited to, transformers and risers).

6.2. Turnaround Property Owner, as grantor, grants to (a) Roadway Property Owner and the other Participating Owners of Participating Owner Lots, for the benefit of said other Participating Owner or Owners, their respective successors, assigns, contractors, and invitees, and for the benefit of the respective Participating Owner Lots, as grantees, a non-exclusive easement upon, over, and across the Turnaround Property for access to and from the Gate and ingress and egress by vehicular and pedestrian traffic to and from the East Cottontail Run Road Property; and (b) to Roadway Property Owner a non-exclusive easement upon, over, and across the Turnaround Property for purposes of permitting Roadway Property Owner and its agents access to the Turnaround Property for maintaining, repairing and replacing the road improvements from time to time located upon the Turnaround Property in accordance with the terms of this Agreement.

6.3

(a) Each and all of the easements and rights granted or created in this Agreement are and shall continue to be appurtenant to each of the Participating Owner Lots, and none of said easements or rights may be transferred, assigned, or encumbered, except as such an appurtenance. With respect to each such easement and right, the parcel which is benefited shall constitute the dominant estate and the parcel that which is burdened shall constitute the servient estate.

(b) Each and all of the easements, covenants, restrictions, and provisions contained in this Agreement:

- (i) Are made for the direct, mutual, and reciprocal benefit of the Participating Owners of the respective Participating Owner Lots;
- (ii) Create mutual equitable servitudes upon each parcel adjoining the Roadway Property in favor of the other parcels;
- (iii) Constitute covenants running with the land; and
- (iv) Shall bind each and every person or entity having any fee, leasehold, or other interest in any portion of any Participating Owner Lot, at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question or to the extent that such easement, covenant, restriction, or provision is to be performed on such Participating Owner Lot.
- (v) This Grant of Easement shall not interfere with, or supersede any easement granted and properly recorded in the Office of the Recorder for Maricopa County, Arizona (the “**Recorder’s Office**”) prior to the date of this Agreement.

6.4 The acceptance by any person or entity of any transfer or conveyance of any interest in a Participating Owner Lot or any portion thereof shall be deemed to: (i) constitute an agreement by such person or entity not to use, occupy, or allow such Participating Owner Lot (or portion thereof) to be used

or occupied in any manner which would constitute a violation or breach of any of the easements, covenants, conditions, restrictions, or provisions of this Agreement; and (ii) require such person or entity to assume and agree to perform each and all of the obligations, under this Agreement, of the transferring or conveying person or entity, with respect to any such Participating Owner Lot (or portion thereof) which shall be conveyed in fee, in each case by a written instrument, to be executed, acknowledged, delivered, and recorded in the Recorder's Office. Notice of each such conveyance and agreement shall be served by the conveying person or entity upon each Owner within ten (10) days after such conveyance, which notice shall be accompanied by a copy of such conveyance and agreement. Upon the execution, acknowledgement, delivery, and recording of such conveyance and such agreement and the service of such notice, the conveying person or entity shall be released from any future obligation under this Agreement with respect to the portion of a parcel so conveyed, but shall not be relieved from any past obligations with respect thereto, and each Owner shall execute and deliver any and all documents reasonably necessary to evidence such release, for the purpose of recording or otherwise. Notwithstanding the foregoing, no personal liability or responsibility shall be deemed to be assumed by a mortgagee until and unless such mortgagee takes actual or constructive possession of a portion of a parcel.

7. Insurance.

7.1. Property Insurance. Roadway Property Owner shall obtain and maintain "all risk," fire and extended coverage insurance naming Participating Owners as the insureds (as their interests may appear), with respect to the Roadway Property, at Sponsor's sole expense, in the amount of the full replacement cost of the Improvements located on the Roadway Property; provided the policy shall provide that any and all proceeds from such policy shall be used to rebuild on the Roadway Property.

7.2. Liability Insurance. Roadway Property Owner shall obtain and maintain a policy of comprehensive public liability insurance (commercial general liability coverage), at Sponsor's sole cost and expense, insuring Participating Owners (and naming the Agents an additional insureds) against all claims, demands, or actions arising out of or in connection with the Roadway Property, or by the condition of the Roadway Property, including personal injury, bodily injury, broad form of property damage, operations hazard, owner's protective coverage and contractual liability. The limits of such policy shall be in an amount of not less than \$3,000,000.00 combined coverage per occurrence per property.

7.3. Evidence of Insurance Coverage. The liability insurance policy required to be obtained by Roadway Property Owner hereunder shall provide that such policy shall not be cancellable without thirty (30) days' prior written notice to the Road Commission Agent. A duly executed certificate of the liability insurance required to be obtained by Roadway Property Owner under this Agreement shall be delivered to Participating Owners on the Effective Date and renewals of such certificates of the liability insurance policy shall be delivered to Participating Owners at least thirty (30) days prior to the expiration of each such policy. Roadway Property Owner's failure to comply with the foregoing requirements relating to insurance shall constitute an event of default hereunder. In the event that Roadway Property Owner fails to take out or maintain the property insurance policy required to be maintained by Roadway Property Owner hereunder, such failure shall be a defense to any claim asserted by Roadway Property Owner against Participating Owners by reason of any loss sustained by Roadway Property Owner that would have been covered by such policy, NOTWITHSTANDING THAT SUCH LOSS MAY HAVE BEEN PROXIMATELY CAUSED SOLELY BY THE NEGLIGENCE OF PARTICIPATING OWNER, THEIR CONTRACTORS, OR ANY OF THEIR RELATED PARTIES. If Roadway Property Owner does not procure insurance as required, any Participating Owner may, in addition to any other rights and remedies to which a Participating Owner may be entitled, upon not less than thirty (30) days' advance written notice to Roadway Property Owner, cause such insurance to be issued and Sponsor shall pay to said Participating Owner the premium for such insurance within twenty (20) days of Participating Owner's

written notice of the amount of such premium, plus interest at the rate of 9% per annum from the date of such notice until repaid by Sponsor.

8. Damage and Destruction. In the event of any damage to or the destruction of the Roadway Property, including any Gate improvements, whether partial or total, and whether or not such damage or destruction is covered by insurance, Roadway Property Owner shall repair, restore and rebuild the Roadway Property to substantially the same or better condition as existed immediately prior to such damage or destruction. As hereinafter provided, any insurance proceeds shall be made available to Roadway Property Owner for such purpose and shall be applied by Roadway Property Owner for such restoration of the Roadway Property and Roadway Property Owner shall be solely responsible for and shall pay the balance, if any, of the costs to so restore the Roadway Property.

9. Utilities and Services. Roadway Property Owner shall make all arrangements for and shall pay, prior to delinquency, all charges for all utilities, trash removal, and all other services furnished to or used by Roadway Property Owner on, or in connection with, the Roadway Property. Participating Owners shall have no obligation to provide for the security of the Roadway Property, and shall not be liable to Roadway Property Owner, or Roadway Property Owner's employees, agents, contractors, sublessees, guests or invitees for losses to property or personal injury caused by criminal acts or entry by unauthorized persons onto the Roadway Property.

10. Signs. Roadway Property Owner shall be entitled, with Participating Owners' prior written consent, by majority vote, to place, construct or maintain such directional and instructional signage as indicated on Exhibit C and/or in compliance with Town code and ordinances. All signs shall comply with all applicable laws, and Tenant shall obtain any permit or approval required by such laws. No signage shall be permitted on the Gate complex that singles out any one Participating Owner.

11. Property Taxes. Roadway Property Owner shall pay as and when due any ad valorem or similar property taxes on the East Cottontail Run Road Property. Turnaround Property Owner shall pay as and when due any ad valorem or similar property taxes on the Turnaround Property.

12. Default and Enforcement.

12.1. If Roadway Property Owner shall default in its obligation to fund the Road Commission Agent's and/or Gate Commission Agent's budgeted and actual expenses, or for insurance premiums with respect thereto, and such default shall continue for thirty (30) business days after receipt by Roadway Property Owner and Sponsor of written notice thereof from any Participating Owner, or the Gateway Commission Agent or the Roadway Commission Agent, then the Participating Owner(s) giving the notice of default may cure such default and such curing Participating Owner shall then be entitled to reimbursement from the Sponsor for the reasonable, out-of-pocket expense so incurred. If the Sponsor does not pay such curing Participating Owner or tenant within thirty (30) days after receipt of a written billing statement setting forth in reasonable detail the sums expended in effecting such cure, such curing Participating Owner shall be entitled to interest on such unpaid amount at the rate of nine percent (9%) per annum until paid, commencing on the date of such written billing statement. In the event of a situation wherein Roadway Property Owner or Sponsor disputes the claimed default, such dispute shall be resolved pursuant to Paragraph 22 and no self-help right may be exercised pending resolution of such dispute.

12.2. Sums due to a Participating Owner(s) arising out of the self-help remedy described above may be secured by a lien therefore filed by the creditor Participating Owner(s) upon the Sponsor's Property. The failure of a Participating Owner or Owners to insist in any one (1) or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreement of this Agreement shall not be construed as a waiver or relinquishment for the future breach of such provisions.

The liens provided for in this paragraph shall become effective upon recording of a notice of claim of lien in the Recorder's Office, signed and certified, stating the amount due, the name of the claiming Participating Owner, and the legal description of the Sponsor's Property. Such lien, when recorded against the Sponsor's Property, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such Sponsor's Property after the date of recording of the lien provided for in this paragraph. Said lien shall be for the use and benefit of the person filing same and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction. Any such lien shall be promptly released and removed of record by the Participating Owner(s) that filed such lien upon Sponsor's or Roadway Property Owner's payment of all amounts secured by such lien. Any dispute as to whether a default has occurred hereunder, or whether a self-help remedy was properly exercised (including, without limitation, whether a lien was properly or improperly filed hereunder), shall be resolved via the arbitration provisions described in Paragraph 22 below.

13. Withdrawal or Sale by Sponsor. Sponsor may withdraw from its financial and other obligations expressed herein by giving not less than thirty (30) days written notice to Participating Owners, and then only upon either (i) replacing Sponsor with a successor with the means and resources to assume Sponsor's obligations created herein (as "**Successor**"), or (ii) the sale of the Sponsor Property to an unrelated third party which elects by written notice to all Participating Owners not to continue to perform the financial and other obligations required of Sponsor herein (each a "**Withdrawal Event**"). Sponsor shall not be relieved of its obligations unless and until all obligations arising or accruing prior to the Withdrawal Event have been performed and paid, and, with respect to the Withdrawal Event described in clause (i), the Successor has assumed all current and future obligations of Sponsor by way of a written instrument recorded against the Roadway Property.

13.1. Gate Removal Option. In the event Sponsor gives notice of its intent to transfer ownership of the Sponsor Property to an unrelated third party, a majority of the Participating Owners may elect to have Roadway Property Owner remove the Gate and associated Gate improvements as a condition precedent to Sponsor being relieved of past and future obligations hereunder.

14. Post Sponsor Operations. If following a Withdrawal Event, the Sponsor (or a Successor) is no longer funding the Roadway and Gate expenses (such expenses hereinafter being referred to as "**Post Sponsor Expenses**") and the period following such Withdrawal Event being referred to herein as the "**Post Sponsor Period**"), a majority vote of the Participating Owners is required to approve any proposed road maintenance or improvements and related contracts within the scope of the applicable Duties, no matter the value or cost associated with respect to the Road Commission Agent or Gate Commission Agent Duties. Before authorizing expenditures for future Roadway or Gate improvements to be shared among Participating Owners, the Road Commission Agent, or Gate Commission Agent, as the case may be, will provide the Participating Owners with not less than three (3) bids from qualified contractors licensed to conduct business within the Town of Paradise Valley, Arizona, for each such contract let, and shall select the lowest of the three (3) bids. If Road Commission Agent or Gate Commission Agent desires to select a bid which is not the lowest of the three (3) bids, it may only do so with the prior written consent of the majority of the Participating Owners. If any Participating Owner performs improvements, maintenance, repairs, or replacements to the Roadway Property without prior approval of a majority of the Participating Owners, the Participating Owner performing such work shall be solely responsible for the costs incurred. During the Post Sponsor Period, the Road Commission Agent shall purchase and maintain any insurance required by this Agreement at the sole cost and expense of the Participating Owners. In the procurement of such insurance, Road Commission Agent shall solicit insurance bids from three (3) independent, reputable commercial property insurers licensed to issue insurance in the State of Arizona, and shall select the lowest of the three (3) bids. If Road Commission Agent desires to select a bid which is not the lowest of the three (3) bids, it may only do so with the prior written consent of the majority of the Participating Owners.

14.1. Cost Sharing. Post Sponsor Expenses shall be shared on a pro-rata basis amongst the Participating Owners sharing access to the Roadway Property. Each Participating Owner's share of costs incurred shall be determined based on the number of lots served by the Roadway Property. The Road and Gate Commission Agents shall provide the Participating Owners and the Town of Paradise Valley ("**Town**") an updated copy of the cost allocations whenever the cost allocation is amended.

14.2. Payment. Payment of Post Sponsor Expenses will be made to the Road Commission Agent and Gate Commission Agent, respectively, by each Participating Owner. On or before the first day of each calendar quarter (i.e. January 1st, April 1st, July 1st, and October 1st), each Participating Owner will contribute their pro-rata share of the cost for road maintenance, road improvements and emergency repair funding incurred in the immediately preceding calendar quarter. The Road Commission Agent shall send each Participating User a notice of the quarterly payment due not less than two weeks prior to the due date. Notwithstanding anything to the contrary contained in this Agreement, in the case of any Emergency (as hereinafter defined), the Road Commission Agent, or Gate Commission Agent, may act with urgency to address such Emergency without the majority approval of the Participating Owners. Costs related to the Emergency shall be shared under the terms and conditions of this Agreement. As used herein the term "Emergency" means any urgent matter involving the requests of the Town of Paradise Valley, the Paradise Valley Police Department or any Fire Department servicing the Town of Paradise Valley, or any other matter that poses and imminent danger to human health or safety.

15. Future Parcels. Any additional parcels gaining access to the Roadway Property by way of subdividing an existing parcel shall be bound by all terms and conditions of this Agreement, and will be required to pay that portion of the maintenance, improvement and emergency repair costs incurred after the split as determined using the formula contained above.

16. Bank Account, Budget and Annual Report. During the Post Sponsor Period, the Road Commission Agent and Gate Commission Agent shall establish and maintain a bank account to hold the funds paid by the Participating Owners and to pay maintenance, improvement and Emergency repair costs. Each Participating Owner shall initially fund the bank accounts with \$1,000.00 (One Thousand Dollars) for each Participating Lot (the "**Minimum Balance**"), and shall replenish such accounts when necessary from time to time, to maintain the Minimum Balance. All checks or payments in excess of \$5,000 issued from the account shall require the approval/signature of the Road Commission Agent or Gate Commission Agent (as the case may be) and one Participating Owner as designated by a majority of the Participating Owners. Email approval for any check request or vendor bid approval by the majority of Participating Owners, shall be satisfactory, so long as 75% of the Participating Owners respond via email to The Road Commission Agent or Gate Commission Agent for each spending request or bid award. Road Commission Agent and Gate Commission Agent, shall also prepare and distribute to the Participating Owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed. Not later than sixty (60) days prior to January 1st of each year, the Road Commission Agent and Gate Commission Agent shall each prepare a budget of the anticipated road maintenance, road improvement and emergency repair contingency funding for the next fiscal year (defined as January through December). The Participating Owners shall consider, amend as desired and approve the final budget by a majority vote of all participating owners not later than thirty (30) days prior to the beginning of the next fiscal year.

17. Emergency Repairs. If the Road Commission Agent or Gate Commission Agent determines that an Emergency repair to the Roadway Property is necessary, the respective Agent is authorized to make or arrange for the Emergency repair. The Agent will thereafter notify the Participating Owners of the Emergency repair and the amount due from the Participating Owners, to be paid within

thirty (30) days into the Agent's respective bank accounts so that the qualified vendors performing the Emergency repairs can be promptly paid.

18. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the Roadway Property remains private.

19. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, successors administrators and assigns. This Agreement is being executed in anticipation of the Town of Paradise Valley, and all other governmental and quasi-governmental authorities whose consent or approval is required for the construction of Gate, formally approving the installation of the Gate (the "**Municipal Approvals**"). Roadway Property Owner's receipt of all Municipal Approvals shall be a condition precedent to the effectiveness of this Agreement.

20. Amendment. This Agreement may be amended only by a two-thirds majority written consent of all Participating Owners, provided, however that no such amendment materially increasing the payment or performance obligations of Sponsor or Roadway Property Owner shall be effective unless the Sponsor and Roadway Property Owner are parties to such amendment, unless the Participating Owners shall agree in such amendment to bear their respective ratable share of any such increased payment or performance obligation. If any time Sponsor, on one hand, or two-thirds of the Participating Owners, on the other hand, reasonably determines that an amendment to this Agreement is required in order to correct the legal descriptions attached hereto as Exhibit A-1, Exhibit A-2, Exhibit B-1, or Exhibit B-2, then Sponsor and Participating Owners shall promptly cooperate, in good faith, to prepare and record such corrective amendment.

21. Enforcement. This Agreement may be enforced by the Road Commission Agent, and/or the Gate Commission Agent, as needed, a majority of Participating Owners, or the Town of Paradise Valley. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

22. Disputes. If a dispute among the majority of Participating Owners, on one hand, and Sponsor and/or Roadway Property Owner, on the other hand, arises over any aspect of the improvements, the Participating Owners and Sponsor and/or Roadway Property Owner (as the case may be) shall engage in binding arbitration to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the Participating Owners. In selecting a third-party arbitrator, each majority of the Participating Owners shall designate a representative on their behalf to represent the Participating Owners in such arbitration proceeding. The arbitrator for such arbitration shall be selected pursuant to the following process: (i) first, the office of the American Arbitration Association in Phoenix, Arizona shall designate between 8 and 10 potential arbitrators, all of whom shall be individuals with not less than 10 years of experience resolving land maintenance disputes similar to the then-present dispute, (ii) next, the representative acting on behalf of the Participating Owners shall eliminate one arbitrator from the list, (iii) next, Sponsor and/or Roadway Property Owner (as the case may be) shall eliminate one arbitrator from the list, (iv) the process described in clauses (ii) and (iii) shall continue until only one arbitrator remains, and such arbitrator shall be the arbitrator that resolves the dispute then at issue, and (v) such chosen arbitrator shall proceed with dispatch to resolve the dispute. All Participating Owner shall share equally in the cost of any arbitration, and such arbitration proceeding shall be conducted in accordance with the rules promulgated by the office of the American Arbitration Association in Phoenix, Arizona.

23. Notices. Any notice required herein shall be sent to Participating Owners at the address or email address provided to the Road Commission Agent in writing by the Participating Owner. If an

address of a Participating Owner is not known, a certified notice will be mailed to the address to which the Participating Owner's property tax bills are sent.

24. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

25. Other Agreements. This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Private Road.

26. Indemnity. Participating Owners and their agents shall hold harmless and indemnify the Town, its officials, employees, consultants and agents for any failure by the Town to perform its obligations identified herein, and nothing in this Agreement shall be construed as imposing any obligation upon the Town to perform maintenance or improvements to the Roadway Property or to enforce this Agreement.

27. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded by the Road Commission Agent in the Recorder's Office. By its signature hereon, each Participating Owner consents to Road Commission Agent recording this Agreement in the Recorder's Office, with reference to such Participating Owner's Lot described on Exhibit B-2 attached hereto, and acknowledges and understands that this Agreement may appear in subsequent title searches respecting Participating Owner's Lot.

28. Miscellaneous

28.1. Time is of the essence of each provision of this Agreement.

28.2. No delay or omission by a party in the exercise of any right or remedy to them on any default by the other party shall impair such right or remedy or be construed as a waiver.

28.3. Whenever a period of time is herein prescribed for action to be taken by either a Participating Owner or Sponsor, the party required to take such action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, acts of God, shortages of labor or material, war, governmental laws, regulations, or any other cause of any kind whatsoever which is beyond the control of such party.

28.4. The individuals executing this Agreement on behalf of Participating Owners and Sponsor each represents and warrants that he has full authority to execute This Agreement for and on behalf of Participating Owner or Sponsor, as applicable, and upon the execution hereof, this Agreement shall be a valid and binding obligation of Participating Owner and Sponsor, respectively.

28.5. No breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement.

28.6. This Agreement may be executed and delivered in one or more counterparts, all of which, when compiled, shall constitute a single, binding and enforceable agreement.

The parties hereto have executed this Agreement effective as of the date written above.

[Remainder of page intentionally left blank; signature page follows]

ROADWAY PROPERTY OWNER:

Cottontail Run Road, LLC,
an Arizona limited liability company

By: _____
Name: William Grogan
Title: Manager

By: Enterprises Trust U/A/D 6/1/16
Its: Member

By: _____
Name: Charles Harris
Title: Trustee

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

TURNAROUND PROPERTY OWNER:

CLT 7117, LLC,
an Arizona limited liability company

By: _____
Name: William Grogan
Title: Manager

By: Enterprises Trust U/A/D 6/1/16
Its: Member

By: _____
Name: Charles Harris
Title: Trustee

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

**Owner of 4928 North Cottontail Run Road
Paradise Valley, Arizona 85253:**

Cotton Trail Run 4928, LLC,
an Arizona limited liability company

By: _____
Name: William Grogan
Title: Manager

By: Enterprises Trust U/A/D 6/1/16
Its: Member

By: _____
Name: Charles Harris
Title: Trustee

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

**Owners of 7201 North Cottontail Run Road
Paradise Valley, Arizona 85253:**

**Victor A. Casebolt Qualified Personal Residence
Trust U/T/A dated May 15, 1996**

Jo B. Casebolt, Trustee

**Jo B. Casebolt Qualified Personal Residence
Trust U/T/A dated May 15, 1996**

Jo B. Casebolt, Trustee

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

Owners of 4820 East Cottontail Run Road
Paradise Valley, Arizona 85253:

C. Journey Revocable Living Trust of March 9,
2016, as tenant in common

Christine Ehrich Trustee

Alan M. Pitt, tenant in common

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

Owner of 5022 East Cottontail Run Road
Paradise Valley, Arizona 85253:

David Fieler, Jr.

STATE OF _____)
) ss.:
COUNTY OF _____

_____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

Owners of 5044 East Cottontail Run Road
Paradise Valley, Arizona 85253:

**Emmett Kenney and Diane Kenney, as husband
and wife**

Emmett Kenney, husband

Diane Kenney, wife

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

Owners of 5001 East Cottontail Run Road
Paradise Valley, Arizona 85253:

Cottontail Investments, LLC

Stephen A. Martori, Manager

STATE OF _____)
) ss.:
COUNTY OF _____

_____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

Owner of 5035 East Cottontail Run Road
Paradise Valley, Arizona 85253:

Mrs. Wanda Monaghan, Manager

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

Owners of 5055 East Cottontail Run Road
Paradise Valley, Arizona 85253:

Jerome Kelly and Carol Kelly, husband and wife,
as community property with right of survivorship

Jerome Kelly

Carol Kelly

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

Owners of 5045 East Cottontail Run Road
Paradise Valley, Arizona 85253:

**The Bergeron Family Revocable Trust of
December 17, 2018**

Jeffrey D. Bergeron, Trustee

Stephanie W. Bergeron, Trustee

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Exhibit A-1

East Cottontail Run Road Property

Exhibit A-2

Turnaround Property and Turnaround Easement

Exhibit B-1

Sponsor's Property

Exhibit B-2

Participating Owner Lots

Exhibit C

Gate Design

EXHIBIT A-1

EAST COTTONTAIL RUN ROAD PROPERTY DESCRIPTION AND DEPICTION

THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST DESCRIBED AS FOLLOWS:

A ROADWAY 50.00 FEET WIDE BEING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

Unofficial Document

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD, AND

EXCEPT ALL, GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN PATENT RECORDED IN DOCKET 1104, PAGE 271, AND RE-RECORDED IN DOCKET 1220, PAGE 568, OFFICIAL RECORDS.

APN 169-08-044J

Commonly Known As: East Cottontail Run Road



EXHIBIT A-2

TURNAROUND PROPERTY DESCRIPTION AND DEPICTION

That part of that certain parcel of land described in Document No. 2020-1274156 Records of Maricopa County, Arizona, being a part of the Southwest Quarter of Section 5, Township 2 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Town of Paradise Valley Brass Cap flush marking the Southwest Corner of said Section 5, from which the Maricopa County Aluminum Cap marking the South Quarter Corner of said Section 5 bears North 89°56'35" East, a distance of 2,629.46 feet;

Thence North 89°56'35" East, along the South line of the Southwest Quarter of said Section 5, a distance of 656.96 feet to a point on the monument line of Tatum Boulevard;

Thence North 00°14'15" West, along said monument line, a distance of 849.51 feet to a point on the monument line of a private roadway as depicted in Book 430 of Maps, Page 39, Records of Maricopa County, Arizona;

Thence North 89°59'35" East, along said monument line, a distance of 126.04 feet;

Thence North 00°00'25" West, departing said monument line, a distance of 25.00 feet to a point on the South line of said certain parcel of land, said point being the True Point of Beginning and also a point on a 40.50 foot radius non-tangent curve, whose center bears South 78°36'27" East;

Thence Easterly, along said curve, through a central angle of 156°59'47", a distance of 110.97 feet to a point on a 31.06 foot radius non-tangent curve, whose center bears North 05°29'08" West;

Thence Westerly, along said curve, through a central angle of 05°28'43", a distance of 2.97 feet to a point on the South line of said certain parcel of land;

Thence South 89°59'35" West, along said South line, a distance of 76.41 feet to the True Point of Beginning.

Containing 1,932 Square Feet or 0.044 Acres, more or less.



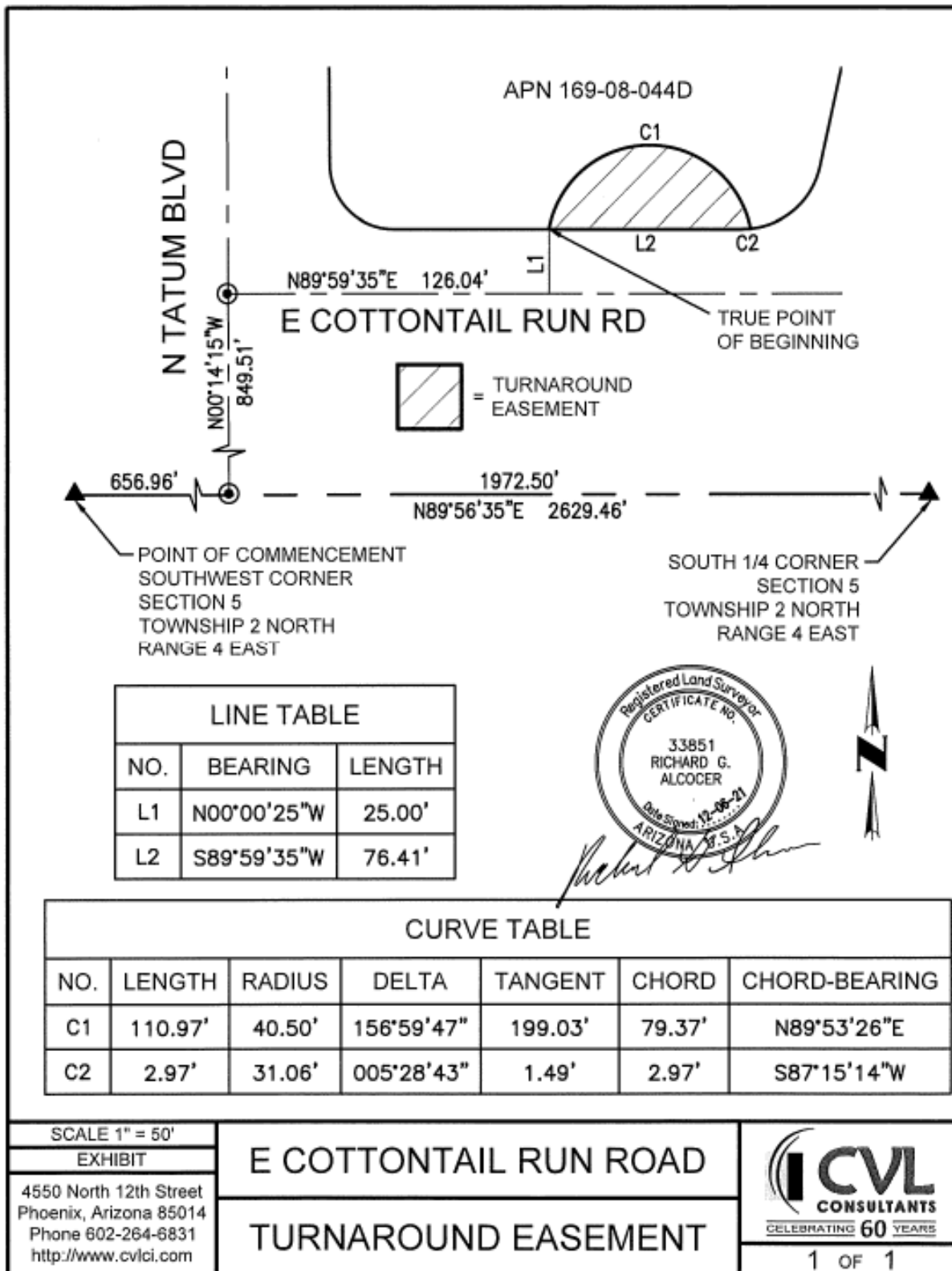
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4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928



A portion of APN 169-08-044D

A portion of the property commonly known as: 7117 North Tatum Boulevard, Paradise Valley, AZ 85253



N:\01\0214601\CADD\Exhibits\VX.TURNAROUND.ESMT.dwg Dominique December 6, 2021

SPONSOR'S PROPERTY

LOT 15, OF MARSHMALLOW MOUNTAIN LANDS REPLAT, ACCORDING TO THE PLAT OF
RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,
RECORDED AS BOOK
430 OF MAPS, PAGE 39.

APN: 169-08-044H



EXHIBIT B-2

PARTICIPATING OWNER LOTS

1. 4820 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-043)

PARCEL NO. 1:

COMMENCING AT THE SOUTHWEST COMER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 657.60 FEET TO A POINT ON THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD; THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG SAID CENTER LINE, 849.51 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 247.34 FEET; THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 255.95 FEET; THENCE SOUTH 77 DEGREES 38 MINUTES 15 SECONDS EAST, 25 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 44 SECONDS EAST, 184 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 58 SECONDS WEST, 220.67 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, 200.09 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 77 DEGREES 37 MINUTES 50 SECONDS AND A TANGENT 30 FEET; THENCE ALONG THE ARC OF SAID CURVE, 50.56 FEET; THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 194.87 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING AND RESERVING UNTO THE STATE OF ARIZONA ALL GAS, OIL, METALS AND MINERAL RIGHTS AS CONTAINED IN THE PATENT TO SAID LAND.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS, EGRESS AND UNDERGROUND PUBLIC UTILITIES OVER THE FOLLOWING DESCRIBED TRACT;

COMMENCING AT THE SOUTHWEST COMER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 657.60 FEET TO A POINT ON THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD; THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG SAID CENTER LINE, 849.51 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 247.34 FEET; THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 255.95 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 77 DEGREES 38 MINUTES 15 SECONDS EAST, 25 FEET; THENCE SOUTH 12 DEGREES 21 MINUTES 45 SECONDS WEST, 194.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 77 DEGREES 37 MINUTES 50 SECONDS AND A TANGENT OF 30 FEET; THENCE ALONG THE ARC OF SAID CURVE, 50.56 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 200.09 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 25 SECONDS WEST, 50 FEET TO A POINT ON THE BOUNDARY LINE OF TRACT "B" OF PARADISE HILLS, ACCORDING TO BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, ALONG THE BOUNDARY LINE OF SAID TRACT "B", 468.40 FEET TO THE EAST RIGHT OF WAY LINE OF

TATUM BOULEVARD; THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE 75.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, TANGENT TO THE EAST RIGHT OF WAY LINE OF TATUM BOULEVARD, SAID CURVE HAVING A CENTRAL ANGLE OF 89 DEGREES 46 MINUTES 10 SECONDS AND A TANGENT OF 25.00 FEET, AN ARC DISTANCE OF 39.33 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 137.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 77 DEGREES 37 MINUTES 50 SECONDS AND A TANGENT OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, 42.11 FEET; THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 210.84 FEET; THENCE SOUTH 77 DEGREES 38 MINUTES 15 SECONDS EAST, 25.00 FEET TO THE TRUE POINT OF BEGINNING.

2. 7201 N. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Numbers 169-08-044F and 169-08-044B)

PARCEL NO. 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 115 OF PARADISE HILLS, ACCORDING TO BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89° 57' 15" EAST 202.28 FEET ALONG THE SOUTH LINE OF LOTS 114 AND 115 OF SAID PARADISE HILLS;

THENCE SOUTH 12° 37' 16" EAST 300.00 FEET;

THENCE SOUTH 38° 52' 44" WEST 410.00 FEET;

THENCE NORTH 46° 08' 04" WEST 81.43 FEET;

THENCE SOUTH 89° 40' 44" WEST 213.00 FEET;

THENCE NORTH 11° 16' 10" (R) 11° 15' 36" (M) EAST 350.06 FEET (R) 350.23 (M);

THENCE NORTH 27° 01' 45" WEST 50.00 FEET;

THENCE NORTHEASTERLY 125.99 FEET ALONG A CURVE TO THE RIGHT, WHICH HAS A RADIUS OF 469.63 FEET AND A CENTRAL ANGLE OF 15° 22' 15";

THENCE SOUTHEASTERLY 93.39 FEET ALONG A CURVE TO THE RIGHT, WHICH HAS A RADIUS OF 121.57 FEET AND A CENTRAL ANGLE OF 44° 00' 51";

THENCE NORTH 02° 57' 15" EAST 143.78 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4

EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 115 OF PARADISE HILLS, ACCORDING TO THE PLAT RECORDED IN BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89° 57' 15" EAST 202.28 FEET ALONG THE SOUTH LINE OF LOTS 114 AND 115 OF SAID PARADISE HILLS;

THENCE SOUTH 12° 37' 16" EAST 300.00 FEET;

THENCE SOUTH 38° 52' 44" WEST 410.00 FEET;

THENCE NORTH 46° 08' 04" WEST 81.43 FEET;

THENCE SOUTH 89° 40' 44" WEST 213.00 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF THE LAND DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED IN DOCKET 15486, PAGE 406, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 40' 44" WEST 184.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COTTONTAIL RUN NORTH AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED IN DOCKET 1500, PAGE 186, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING THE BEGINNING OF A NON-TANGENT 566.37 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 77° 38' 15" WEST (M) NORTH 47° 38' 15" WEST (R) TO SAID POINT;

THENCE SOUTH 12° 21' 45" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COTTONTAIL RUN NORTH 194.87 FEET TO THE BEGINNING OF A TANGENT 24.14 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 77° 37' 50", AN ARC LENGTH OF 50.56 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COTTONTAIL RUN EAST AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED IN DOCKET 1500, PAGE 186, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE TANGENT TO SAID CURVE AND ALONG THE LAST SAID NORTH RIGHT-OF-WAY LINE SOUTH 89° 59' 35" WEST 106.19 FEET TO THE BEGINNING OF A TANGENT 31.08 FOOT RADIUS CURVE CONCAVE TO THE NORTHWESTERLY;

THENCE NORTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COTTONTAIL RUN NORTH AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77° 37' 50", AN ARC LENGTH OF 31.08 FEET;

THENCE TANGENT NORTH 12° 21' 45" EAST 210.84 FEET TO THE BEGINNING OF A 616.37 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEASTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 24' 30", AN ARC LENGTH OF 165.76 FEET;

THENCE TANGENT NORTH 27° 46' 15" EAST 106.91 FEET TO THE BEGINNING OF A 182.62 FOOT RADIUS-CURVE CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 12' 00", AN ARC LENGTH OF 112.19 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 62° 58' 15" (R) 103.75 FEET (R) NORTH 61° 23' 17" EAST (M) 106.38 FEET (M) TO THE BEGINNING OF A TANGENT 469.63 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE RADIAL SOUTH 27° 01' 45" EAST 50.00 FEET;

THENCE SOUTH 11° 16' 10" WEST (R) 350.06 FEET (R) SOUTH 11° 15' 36" (M) 350.23 (M) TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3

AN EASEMENT FOR INGRESS AND EGRESS AND UNDERGROUND UTILITIES OVER THE WEST 268.23 FEET OF THAT CERTAIN SOUTH PRIVATE ROADWAY (NOW KNOWN AS COTTON TAIL RUN EAST) ACCORDING TO INSTRUMENT RECORDED IN DOCKET 1500, PAGE 186, RECORDS OF MARICOPA COUNTY, ARIZONA.

3. 4928 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-044H)

LOT 15, OF MARSHMALLOW MOUNTAIN LANDS REPLAT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 430 OF MAPS, PAGE 39, ALSO DESCRIBED AS FOLLOWS:

A PORTION OF THE PLAT OF PARADISE HILLS AS RECORDED IN BOOK 57 OF MAPS, PAGE 11 M.C.R. IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 5, NORTH 89 DEGREES 56 MINUTES 35 SECONDS EAST, 657.16 FEET TO THE CENTERLINE OF TATUM BOULEVARD, AS RECORDED IN BOOK 9 OF MAPS, PAGE 16 M.C.R.;

THENCE ALONG THE SAID CENTERLINE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, 849.61 FEET TO THE INTERSECTION OF TATUM BOULEVARD AND THE CENTERLINE OF A PRIVATE ROADWAY;

THENCE ALONG THE SAID PRIVATE ROADWAY CENTERLINE, NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 508.27 FEET TO THE EXTENDED WESTERLY BOUNDARY LINE OF LOT 15;

THENCE ALONG SAID WESTERLY BOUNDARY LINE OF LOT 15, NORTH 00 DEGREES 31 MINUTES 58 SECONDS EAST, 25.00 FEET TO THE SOUTHWEST CORNER OF LOT 15 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID WESTERLY LINE OF LOT 15, NORTH 00 DEGREES 31 MINUTES 58 SECONDS EAST, 220.67 FEET TO THE NORTHWEST CORNER OF THIS PARCEL AND COMMON WITH THE SOUTHWEST CORNER OF LOT 16, OF MARSHMALLOW MOUNTAIN LAND REPLAT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 430 OF MAPS, PAGE 39;

THENCE ALONG THE SOUTHERLY LINE OF LOT 16, NORTH 89 DEGREES 40 MINUTES 44 SECONDS EAST, 213.00 FEET TO AN ANGLE POINT IN THE SAME;

THENCE STILL ALONG SAME SOUTH 46 DEGREES 08 MINUTES 04 SECONDS EAST, 81.43 FEET TO AN ANGLE POINT IN SAME AND AT THE NORTHEAST CORNER OF LOT 15;

THENCE ALONG THE EASTERLY LINE OF LOT 15, SOUTH 09 DEGREES 21 MINUTES 18 SECONDS EAST, 156.19 FEET TO A POINT IN THE CURVED NORTHERLY 25 FEET RIGHT-OF-WAY LINE OF SAID PRIVATE ROADWAY AND THE SOUTHEAST CORNER OF LOT 15;

THENCE FROM SAID POINT THE RADIUS POINT BEARS NORTH 20 DEGREES 53 MINUTES 48 SECONDS WEST, THE CURVE IS CURVING TO THE RIGHT WITH A RADIUS OF 171.49 FEET AND A CENTRAL ANGLE OF 20 DEGREES 53 MINUTES 30 SECONDS AND AN ARC DISTANCE OF 62.53 FEET TO A POINT OF TANGENT IN SAID NORTHERLY RIGHT-OF-WAY;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF A PRIVATE ROADWAY, SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, 238.00 FEET TO THE TRUE POINT OF BEGINNING:

EXCEPT ANY PORTION THEREOF LYING WITHIN THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST, DESCRIBED AS FOLLOWS:

A ROADWAY 50 FEET WIDE BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5 TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD, AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA, AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET:

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF DEGREES 10 MINUTES 05 SECONDS 37, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD; AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS RESERVED TO THE STATE OF ARIZONA AS RESERVED IN DOCKET 1220, PAGE 568.

4. 5022 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-044G)

PARCEL NO. 1:

LOT 14, AS SHOWN ON SURVEY OF MARSHMALLOW MOUNTAIN LANDS REPLAT AMENDED, ACCORDING TO BOOK 635 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO DESCRIBED AS FOLLOWS:

A PORTION OF THE PLAT OF PARADISE HILLS, ACCORDING TO BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA, IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 5, NORTH 89 DEGREES 56 MINUTES 35 SECONDS EAST 657.16 FEET TO THE CENTERLINE OF TATUM BOULEVARD, AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE SAID CENTERLINE, NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST 849.61 FEET TO THE INTERSECTION OF TATUM BOULEVARD AND THE CENTERLINE OF A PRIVATE ROADWAY;

THENCE ALONG THE SAID PRIVATE ROADWAY CENTERLINE, NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST 746.50 FEET TO A POINT OF CURVE IN SAME;

THENCE STILL ALONG THE SAME CURVING TO THE LEFT WITH A RADIUS OF 196.49 FEET AND A CENTRAL ANGLE OF 19 DEGREES 24 MINUTES 17 SECONDS AND AN ARC DISTANCE OF 66.23 FEET TO A POINT AT THE EXTENDED WESTERLY BOUNDARY LINE OF LOT 14 OF SAID MARSHMALLOW MOUNTAIN LANDS REPLAT AMENDED;

THENCE ALONG THE SAID EXTENDED WESTERLY LINE OF LOT 14, NORTH 09 DEGREES 21 MINUTES 18 SECONDS WEST 25.45 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14 AND THE TRUE POINT OF BEGINNING;

THENCE STILL ALONG THE SAID WESTERLY LINE OF LOT 14, NORTH 09 DEGREES 21 MINUTES 18 SECONDS WEST 156.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 14;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14, NORTH 38 DEGREES 52 MINUTES 44 SECONDS EAST 407.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 14;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 14, SOUTH 12 DEGREES 37 MINUTES 16 SECONDS EAST 199.08 FEET TO A POINT OF REVERSE CURVE IN THE NORTHERLY RIGHT OF WAY LINE OF A PRIVATE ROADWAY;

THENCE THE RADIUS POINT BEARS NORTH 69 DEGREES 04 MINUTES 55 SECONDS WEST, SAID CURVE IS CURVING TO THE RIGHT WITH A RADIUS OF 317.79 FEET AND A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS AND AN ARC DISTANCE OF 151.37 FEET TO A POINT OF TANGENT IN SAME;

THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 48 DEGREES 12 MINUTES 35 SECONDS WEST 182.20 FEET TO A POINT OF CURVE IN SAME;

THENCE STILL ALONG SAME CURVING TO THE RIGHT WITH A RADIUS OF 171.49 FEET AND A CENTRAL ANGLE OF 20 DEGREES 53 MINUTES 30 SECONDS AND AN ARC DISTANCE OF 62.53 FEET, TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN PARCEL NO. 2 AS DESCRIBED HEREIN;
AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS RESERVED TO THE STATE OF ARIZONA IN DOCKET 1220, PAGE 568, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS AND EGRESS AND UNDERGROUND PUBLIC UTILITIES OVER A PORTION OF THE PRIVATE ROAD COMMONLY KNOWN AS COTTONTAIL RUN EAST, AS SHOWN ON THE SURVEY OF MARSHMALLOW MOUNTAIN LAND REPLAT AMENDED, ACCORDING TO BOOK 635 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING 50.00 FEET WIDE, 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD, AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA, AND AS SHOWN ON THE PLAT OF PARADISE HILLS, ACCORDING TO BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTER LINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 7 46.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS AND A RADIUS OF 198.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, A RADIUS OF 477.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST 45.00 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HEREIN DESCRIBED;

EXCEPT ANY PART THEREOF LYING WITHIN TATUM BOULEVARD; AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS RESERVED TO THE STATE OF ARIZONA IN DOCKET 1220, PAGE 568, RECORDS OF MARICOPA COUNTY, ARIZONA.

5. 5044 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-041)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 115, OF PARADISE HILLS, A SUBDIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY

RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 11; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 114 OF SAID PARADISE HILLS, 28.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 114, 185.00 FEET; THENCE SOUTH 1 DEGREE 02 MINUTES 52 SECONDS EAST, 339.69 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF A CERTAIN PRIVATE ROAD OWNED BY GEORGE G. BABBITT, JR., SAID RIGHT OF WAY LINE BEING A CURVE TO THE SOUTH WITH A RADIUS POINT BEARING SOUTH 1 DEGREE 02 MINUTES 52 SECONDS EAST, 40 FEET DISTANT THEREFROM; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY THROUGH A CENTRAL ANGLE OF 94 DEGREES 48 MINUTES 38 SECONDS, ALONG THE ARC OF SAID CURVE TO THE SOUTH, 66.19 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT OF HAVING A CENTRAL ANGLE OF 36 DEGREES 52 MINUTES 12 SECONDS, AND A RADIUS OF 35.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT 22.52 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 502.87 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, 88.59 FEET TO A POINT MARKING TERMINUS OF SAID CURVE; THENCE NORTH 12 DEGREES 37 MINUTES 16 SECONDS WEST, 497.01 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT OF INGRESS AND EGRESS AND UNDERGROUND PUBLIC UTILITIES BEING 50 FEET WIDE IN LINE 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5 AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS; THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT; THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT; THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS RESERVED TO THE STATE OF ARIZONA AS RESERVED IN DOCKET 1220, PAGE 568.

6. 5055 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-036)

PARCEL NO. 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 115, OF PARADISE HILLS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 11;

THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF LOT 114 OF SAID PARADISE HILLS, 213.65 FEET TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 1508, PAGE 57, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 1 DEGREES 02 MINUTES 52 SECONDS EAST, 339.69 FEET TO THE SOUTHEASTERLY CORNER OF SAID DESCRIBED PARCEL AND THE TRUE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN;

THENCE NORTH 1 DEGREES 02 MINUTES 52 SECONDS WEST, 339.69 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN SAID DOCKET 1508, PAGE 57;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 114, PARADISE HILLS AND THE EASTERLY PROLONGATION THEREOF, A DISTANCE OF 153.10 FEET TO THE NORTHEAST CORNER OF MARSHMALLOW MOUNTAIN LANDS, A PLAT IN INSTRUMENT RECORDED IN DOCKET 1500, PAGES 183 THROUGH 186 INCLUSIVE, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 0 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF SAID MARSHMALLOW MOUNTAIN LANDS, 370.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 1566, PAGE 155, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 86 DEGREES 19 MINUTES 02 SECONDS WEST, 107.66 FEET ALONG THE NORTH LINE OF THE LAST REFERENCED PROPERTY TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PRIVATE ROADWAY AS SHOWN ON SAID PLAT RECORDED IN DOCKET 1500, PAGES 183 THROUGH 186 INCLUSIVE;

THENCE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 40 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED IN PATENT TO SAID LAND RECORDED IN DOCKET 1220, PAGE 568.

PARCEL NO. 2:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE

4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5 AND THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9, PAGE 16 OF ROAD MAPS, RECORDS OF MARICOPA COUNTY, ARIZONA AND AS SHOWN ON THE PLAT OF PARADISE HILLS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID MARICOPA COUNTY, RECORDED IN BOOK 57, OF MAPS, PAGE 11;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTER LINE OF SAID TATUM BOULEVARD, 849.67 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 185.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS AND A RADIUS OF 477.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 58 DEGREES 59 MINUTES 18 SECONDS WEST, 25.00 FEET;

THENCE SOUTH 31 DEGREES 00 MINUTES 42 SECONDS WEST, 45.00 FEET TO THE BEGINNING OF A TANGENT 35.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36 DEGREES 52 MINUTES 12 SECONDS, AN ARC LENGTH OF 22.52 FEET TO THE BEGINNING OF A TANGENT 40.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 253 DEGREES 44 MINUTES 24 SECONDS, AN ARC LENGTH OF 177.14 FEET TO THE BEGINNING OF A TANGENT 35.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36 DEGREES 52 MINUTES 12 SECONDS, AN ARC LENGTH OF 22.52 FEET;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET;

THENCE NORTH 58 DEGREES 59 MINUTES 18 SECONDS WEST, 25.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:

AN EASEMENT FOR INGRESS AND EGRESS AND UNDERGROUND PUBLIC UTILITIES AS CREATED BY INSTRUMENT RECORDED IN DOCKET 1500, PAGE 183, RECORDS OF MARICOPA COUNTY, ARIZONA BEING 50 FEET WIDE, 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5 AND THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9, PAGE 16 OF ROAD MAPS THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA, AND SHOWN ON THE PLAT OF PARADISE HILLS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 11;

THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST ALONG THE CENTER LINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS AND A RADIUS OF 477.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HEREIN DESCRIBED;

EXCEPT THAT PART LYING WITHIN TATUM BOULEVARD AS SHOWN IN BOOK 9 OF ROAD MAPS, PAGE 16 AND IN BOOK 13 OF ROAD MAPS, PAGE 82.

PARCEL NO. 4:

AN EASEMENT OF INGRESS AND EGRESS AND UNDERGROUND PUBLIC UTILITIES BEING 50 FEET WIDE IN LINE 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9, PAGE 16 OF ROAD MAPS, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA, AND AS SHOWN ON THE PLAT OF PARADISE HILLS ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 11;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST ALONG THE CENTER LINE OF SAID TATUM BOULEVARD 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST 185.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS AND A RADIUS OF 477.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST 45 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HEREIN AS DESCRIBED;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED IN PATENT TO SAID LAND RECORDED IN DOCKET 1220, PAGE 568.

7. 5045 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-039)

PARCEL NO. 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF MARSHMALLOW MOUNTAIN LANDS, A PLAT RECORDED IN DOCKET 1500, PAGE 183 THROUGH 186, INCLUSIVE, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 0 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF SAID MARSHMALLOW MOUNTAIN LANDS, 370.00 FEET TO THE NORTHEAST CORNER OF THE PREMISES HEREIN DESCRIBED AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 86 DEGREES 19 MINUTES 02 SECONDS WEST, 107.66 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THAT CERTAIN ROADWAY SHOWN AS SOUTH PRIVATE ROADWAY ON THE PLAT OF SAID MARSHMALLOW MOUNTAIN LANDS;

THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE, 49.96 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 35 FEET, A CENTRAL ANGLE OF 36 DEGREES 52 MINUTES, 12 SECONDS;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 22.52 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 79.78 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 71.75 FEET;

THENCE SOUTH 57 DEGREES 54 MINUTES 16 SECONDS EAST, 256.90 FEET TO A POINT ON THE EAST LINE OF SAID MARSHMALLOW MOUNTAIN LANDS;

THENCE NORTH 0 DEGREES 13 MINUTES 55 SECONDS WEST, 333.24 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

AN EASEMENT OF INGRESS AND EGRESS AND UNDERGROUND PUBLIC UTILITIES BEING 50 FEET WIDE IN LINE 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9, PAGE 16 OF ROAD MAPS, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA, AND AS SHOWN ON THE PLAT OF PARADISE HILLS ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 11;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST ALONG THE CENTER LINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 185.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS AND A RADIUS OF 477.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HEREIN DESCRIBED;

EXCEPT ALL GAS, OIL, METALS, AND MINERAL RIGHTS RESERVED TO THE STATE OF ARIZONA, AS RESERVED IN DOCKET 1220 PAGE 568.

8. 5035 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-035)

BEGINNING AT THE SOUTHEAST CORNER OF MARSHMALLOW MOUNTAIN LANDS, A PLAT RECORDED IN DOCKET 1500, PAGES 183-186 INCLUSIVE; RECORDS MARICOPA COUNTY, ARIZONA, SAID MARSHMALLOW MOUNTAIN LANDS BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 0 DEGREES 13 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID MARSHMALLOW MOUNTAIN LANDS 120.00 FEET;

THENCE NORTH 57 DEGREES 54 MINUTES 16 SECONDS WEST 256.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THAT CERTAIN ROAD SHOWN UPON THE PLAT OF SAID MARSHMALLOW MOUNTAIN LANDS AS "SOUTH PRIVATE ROADWAY";

THENCE SOUTHWESTERLY ALONG THE SAID EAST RIGHT OF WAY LINE OF SAID "SOUTH PRIVATE ROADWAY" ALONG A CURVE TO THE RIGHT 103.44 FEET TO A POINT MARKING

THE TERMINUS OF SAID CURVE;

THENCE SOUTH 48 DEGREES 12 MINUTES 35 SECONDS WEST 70.72 FEET;

THENCE SOUTH 41 DEGREES 47 MINUTES 25 SECONDS EAST 251.37 FEET TO A POINT ON THE SOUTH LINE OF SAID MARSHMALLOW MOUNTAIN LANDS;

THENCE NORTH 71 DEGREES 29 MINUTES 20 SECONDS EAST ALONG SAID LINE 179.08 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN DOCKET 1220, PAGE 568, RECORDS OF MARICOPA COUNTY, ARIZONA.

9. 5001 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-053)

A LOT COMBINATION OF UNSUBDIVIDED PARCELS 169-08-037B & 169-08-044L, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 5, T.2N, R.4E OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, RECORDED AT BOOK 1167, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EXCEPTION PARCEL OF "PARADISE HILLS," A SUBDIVISION OF A PORTION OF THE WEST HALF OF SECTION 5 AND A PORTION OF THE NORTH HALF OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, A DISTANCE OF 705.70 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID EXCEPTION PARCEL, ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PRIVATE ROADWAY, COTTONTAIL RUN, AS RECORDED WITHIN THE PLAT OF MARSHMALLOW MOUNTAIN LANDS REPLAT, RECORDED IN BOOK 430, PAGE 39, RECORDS OF MARICOPA COUNTY, AND BEING THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN, AND A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWESTERLY, OF WHICH THE CHORD BEARS NORTH 69 DEGREES 06 MINUTES 05 SECONDS EAST;

THENCE CONTINUING ALONG THE ARC OF SAID SOUTHERLY RIGHT OF WAY CURVE, HAVING A RADIUS OF 221.49 FEET, THROUGH A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, A DISTANCE OF 161.52 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY CURVE, NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, A DISTANCE OF 115.52 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF SAID OF PRIVATE ROADWAY, COTTONTAIL RUN;

THENCE LEAVING THE SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 41 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 373.47 FEET;

THENCE SOUTH 25 DEGREES 34 MINUTES 40 SECONDS WEST, A DISTANCE OF 46.27 FEET;

THENCE NORTH 87 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 384.20 FEET;

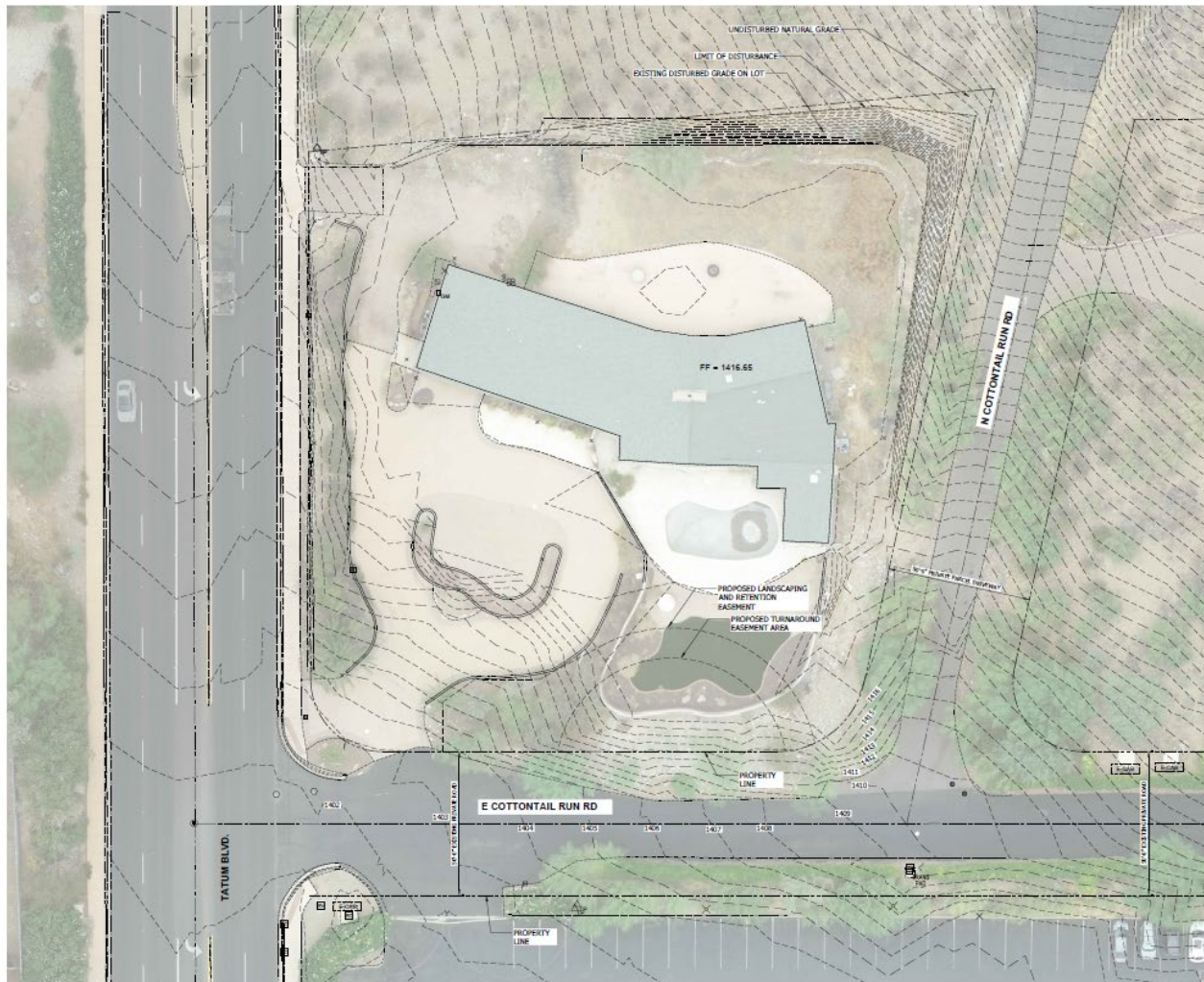
THENCE NORTH 00 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.00 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS WEST, A DISTANCE OF 164.12 FEET
TO A POINT ON THE SOUTHERLY LINE OF SAID EXCEPTION PARCEL;

THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS, A DISTANCE OF 75.80 FEET TO THE
TRUE POINT OF BEGINNING.

EXHIBIT C
GATE DESIGN

[SEE ATTACHED]



7117 TATUM LOT DATA

EXISTING

LOT AREA:	46,159.15 SF	100.0%
DISTURBED AREA:	44,987.46 SF	97.5%
UNDISTURBED AREA:	1,179.69 SF	2.5%

PROPOSED

TURNAROUND	
EASEMENT AREA:	1,993.36 SF

LANDSCAPE AND

RETENTION EASEMENT	
AREA:	2,108.06 SF

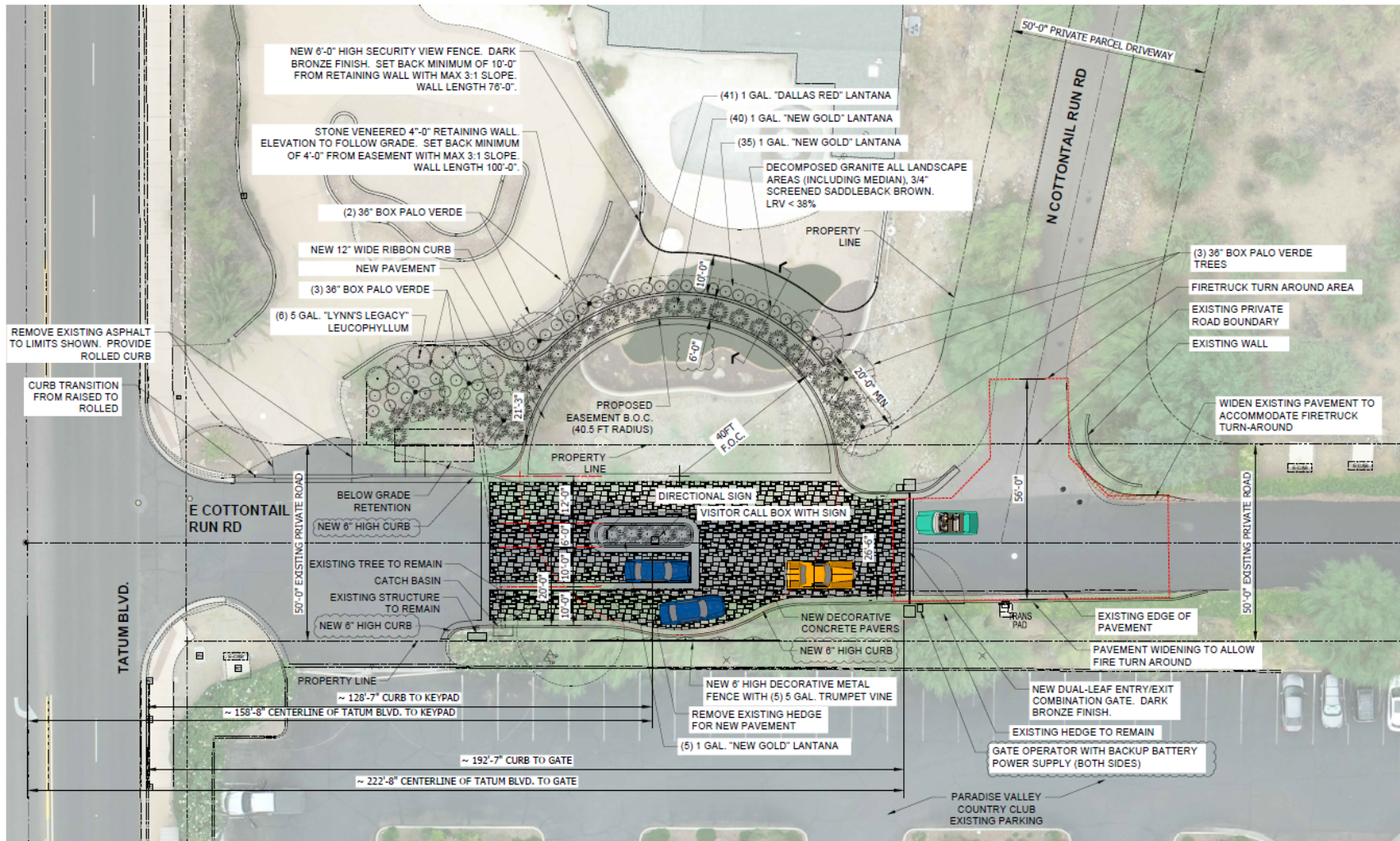


East Cottontail Run Road SUP Existing Conditions on Cottontail Run & 7117 Tatum Drive

N:\11021480\11CADD\02021 gate SUP\LB.ENTRY.dwg

NOVEMBER 16, 2021

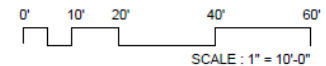




East Cottontail Run Road SUP Gated Entry Conceptual Site Plan

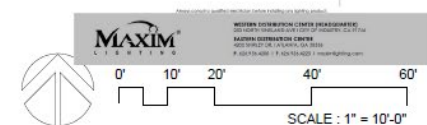
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FEBRUARY 7, 2022

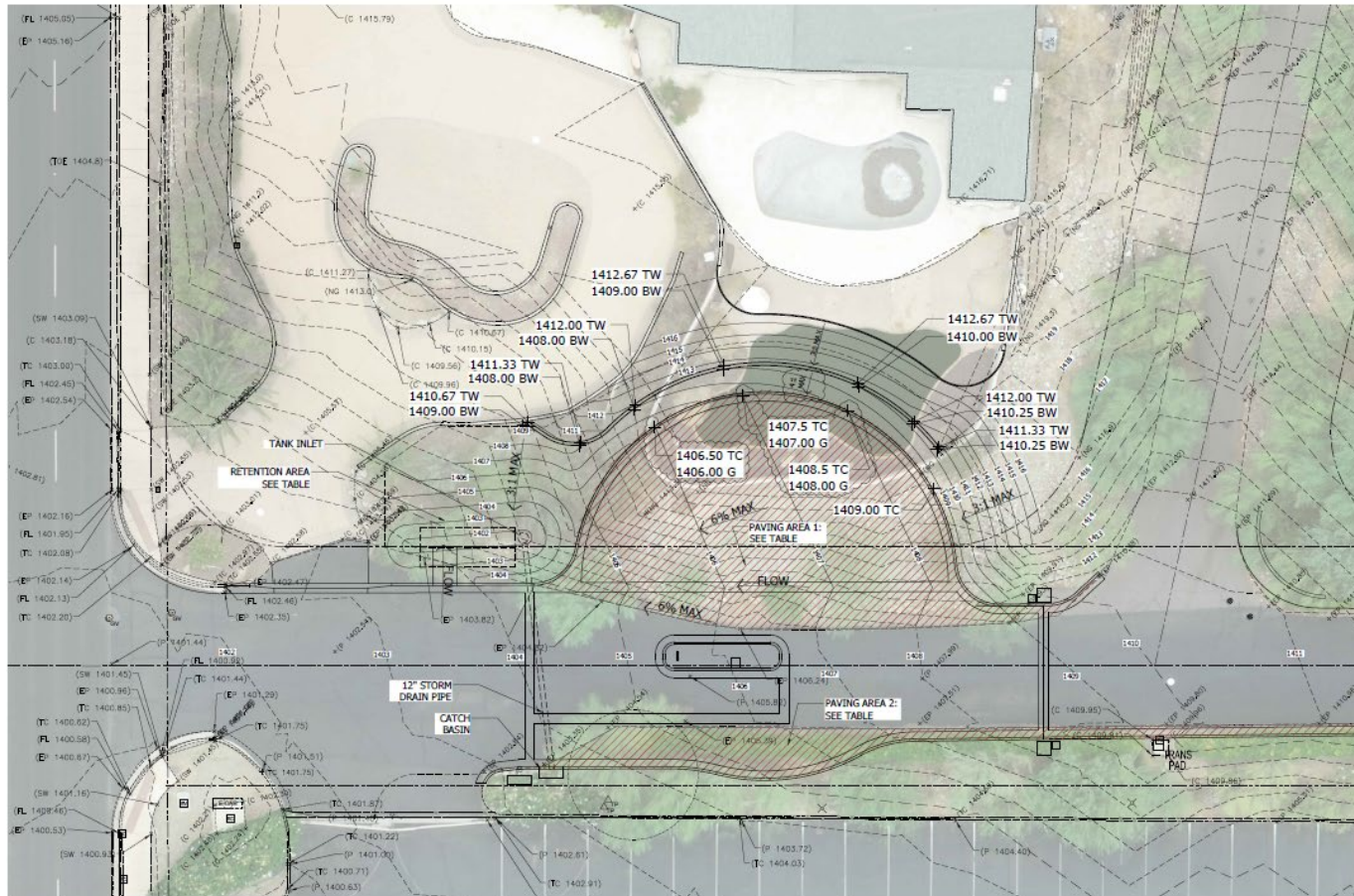




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NOVEMBER 16, 2021



NOTE:
GRADING DESIGN IS CONCEPTUAL ONLY, AND ELEVATIONS SHOWN ARE ONLY ESTIMATES

RETENTION CALCULATIONS

AREA 1

INCREASE PAVEMENT AREA: 3,387 SF
RUN OFF COEFFICIENT: 0.95
RETENTION REQUIRED: 621 CF

AREA 2

INCREASE PAVEMENT AREA: 580 SF
RUN OFF COEFFICIENT: 0.95
RETENTION REQUIRED: 107 CF

RETENTION PROVIDED

TOTAL REQUIRED: 728 CF

SURFACE: 181 CF
BELOW GRADE: 552 CF
TOTAL PROVIDED: 733 CF

BELOW GRADE RETENTION
(2) 22FT LONG 4FT DIA. PIPE OR EQUIVALENT
STORAGE USING STORMTECH SYSTEM (OR EQUAL)

ON LOT RETENTION REDUCTION

PAVEMENT AREA ON LOT: 1967 SF
RUN OFF COEFFICIENT: 0.95
RETENTION REQUIRED: 360 CF
(THIS QTY CONTAINED IN RETENTION PROVIDED AS
PART OF THESE IMPROVEMENTS.)



East Cottontail Run Road SUP Gated Entry Conceptual Grading Plan

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FEBRUARY 7, 2022





VINE TRELLIS
(6' TALL MAX)



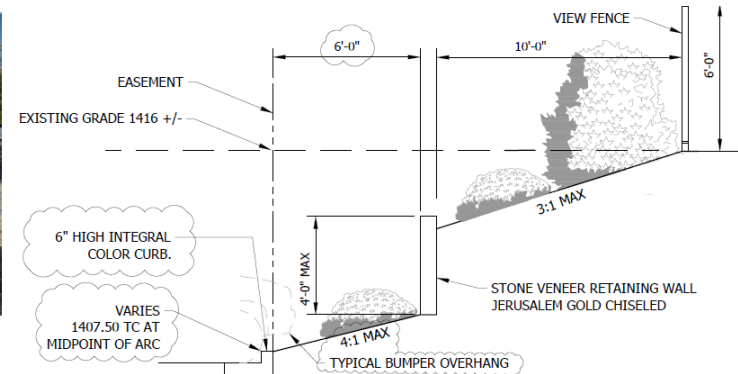
LIGHTS AT GATE
LIGHT SOURCE
HIDDEN IN TOP



STONE VENEER ON COLUMNS AND CALL BOX PEDESTAL
SOLSTICE STONE (LIMESTONE), MESQUITE BRUSHED (LEFT)
AND JERUSALEM GOLD LINE CHISELED (CENTER). PAVERS:
BELGARD MEGA-BERGERAC (RIGHT), TOSCANA COLOR BLEND.
LRV VALUES LESS THAN 38%

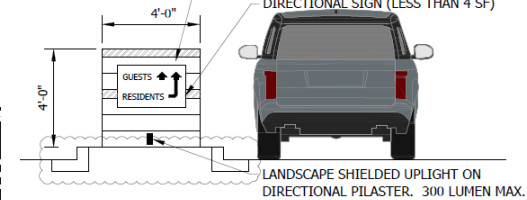
PROPOSED MATERIALS

FINAL MATERIALS, COLORS, AND SELECTION MAY VARY FROM IMAGES
SHOWN BUT WILL BE OF SIMILAR QUALITY AND CHARACTER



RETAINING WALL SECTION

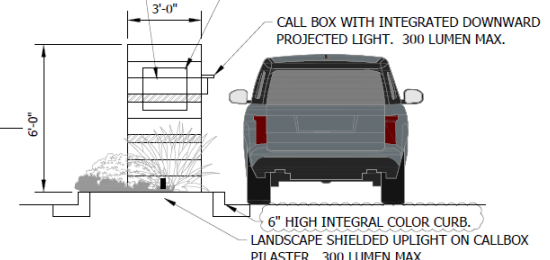
TWO TONE BANDED LIMESTONE VENEER. SOLSTICE STONE "BARCELONA BEIGE" WITH WIDE COMBED FINISH. ACCENT BANDS WITH WIDE SPLIT COMB. DIRECTIONAL SIGN (LESS THAN 4 SF)



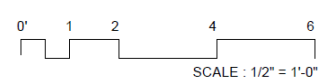
DIRECTIONAL SIGN ELEVATION

CALLBOX SIGN
MAX 24" SQ

TWO TONE BANDED LIMESTONE VENEER. SOLSTICE STONE "BARCELONA BEIGE" WITH WIDE COMBED FINISH. ACCENT BANDS WITH WIDE SPLIT COMB.

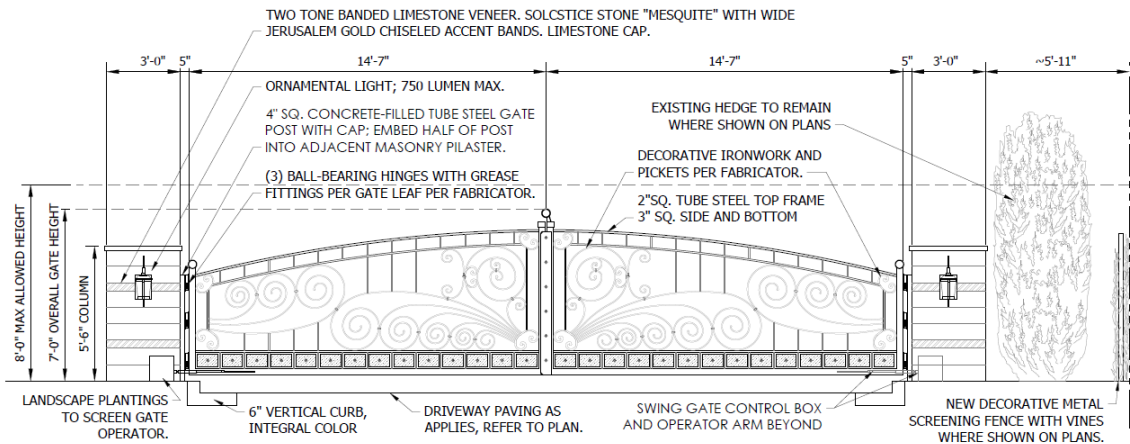


CALL BOX ELEVATION LOOKING EAST



MAY 9, 2022

SCALE : 1/2" = 1'-0"



GATE ELEVATION LOOKING EAST

GATE COLOR: DARK BRONZE, LRV < 38%
GATE OPERATOR TO INCLUDE BATTERY BACKUP POWER



East Cottontail Run Road SUP
Gated Entry Conceptual Elevations

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