

RESOLUTION NO. 2014-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING THE FINAL SETTLEMENT AGREEMENT, AMENDED AND RESTATED MAY 1, 2014, BETWEEN THE TOWN AND MCO PROPERTIES INC., EN LLC AND ADERO CANYON LLC.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The Final Settlement Agreement, Amended and Restated May 1, 2014, between the Town of Fountain Hills and MCO Properties Inc., EN LLC and Adero Canyon LLC (the "Agreement"), is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, May 1, 2014.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:


Linda M. Kavanagh, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Kenneth W. Buchanan, Town Manager


Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2014-08

[Amended and Restated Agreement]

See following pages.

FINAL SETTLEMENT AGREEMENT
Amended and Restated May 1, 2014

THIS AMENDED AND RESTATED FINAL SETTLEMENT AGREEMENT (this “Restated Agreement”) dated May 1, 2014 (the “Effective Date”), is between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), MCO Properties Inc., a Delaware corporation, successor-in-interest to MCO Properties L.P. d/b/a MCO Properties Limited Partnership, a Delaware limited partnership doing business in the State of Arizona (“MCO”), EN LLC d/b/a EN at Fountain Hills LLC, a Delaware limited liability company (“Eagles Nest”) and Adero Canyon LLC, a Delaware limited liability company (“Adero”). The Town, MCO, Eagles Nest and Adero are each referred to individually as a “Party” and collectively as the “Parties.” MCO, Eagles Nest and Adero are collectively referred to as the “Developer Parties.”

RECITALS

A. The Town and MCO are Parties to a Final Settlement Agreement dated December 4, 2001 (the “Original Agreement”) that (i) resolved litigation between MCO and the Town and (ii) governed the development of two parcels of real property: (i) approximately 431.20 acres as described on Exhibit A-1 and depicted on Exhibit A-2, both attached hereto (the “Eagle Ridge North Property”); and (ii) approximately 485.53 acres as described on Exhibit B-1 and depicted on Exhibit B-2, both attached hereto (the “Eagles Nest Property”). The Eagle’s Nest Property and rights pertaining thereto were conveyed by MCO to Eagles Nest and the Eagle Ridge North Property and rights pertaining thereto were conveyed to Adero. Accordingly, Eagles Nest and Adero have the rights hereunder as they pertain to their respective portions of the Property. The Eagle Ridge North Property and the Eagles Nest Property are collectively referred to herein as the “Property.”

B. The Original Agreement was amended by a Final Settlement Agreement Addendum dated April 3, 2003, to modify the date for construction of Eagle Ridge Drive to the date a certificate of occupancy is issued for a home in Eagle Ridge North, and a First Amendment to Final Settlement Agreement dated October 6, 2011, to modify the “Initial Vesting Period” for the Property. The Original Agreement, as amended by the Addendum and First Amendment described above, is referred to as the “Agreement.”

C. The dispute that necessitated the settlement evidenced by the Agreement has been resolved, all of the “Conditions” as defined in the Agreement have been satisfied, all of the “Pending Actions” described in Section 2 of the Agreement have been resolved by the appropriate court actions, the Town has acquired the approximately 354 acre parcel of land adjacent to the Property and referred to as the “New Preserve Land” and paid the “Purchase Price” and all other matters relating to such Pending Actions have been concluded. However, the Agreement continues to govern the development of the Property.

D. The Eagle Ridge North Property referred to in the Agreement has been renamed as “Adero Canyon.” Accordingly, all references to what was previously named the Eagle Ridge North Property shall be referred to in this Restated Agreement as the Adero Canyon Property.

The Adero Canyon Property is now owned by Adero, and the Eagles Nest Property is now owned by Eagles Nest.

E. Adero has (i) applied for Planned Area Development (“PAD”) rezoning of approximately 80 acres of Adero Canyon, to allow for conversion of 52 single-family, custom lots into 31 semi-custom single-family lots, 44 attached “Townhome” lots and 120 Condominium units (the “Adero Canyon PAD”), resulting in an increase in Adero Canyon of 173 dwelling units to a total of 343 and (ii) requested other modifications to the Agreement. As used in this Restated Agreement, all references to “Adero Canyon PAD” shall mean the exhibit to the Town-Council approved ordinance that adopts the PAD zoning for Adero Canyon, including all stipulations, alterations and conditions included as part of its approval (the “PAD Rezoning Ordinance”). The Parties agree and understand that all items submitted in Adero’s PAD application, and the letters, comments and other materials explaining or discussing that application, including MCO’s January 22, 2014, PAD Application brochure, are of no force and effect, and that Adero, MCO and the Town shall look solely to the Town’s regulations, the PAD Rezoning Ordinance and this Restated Agreement with respect to the zoning regulations for Adero Canyon. To the extent of any conflict between the PAD Rezoning Ordinance, this Restated Agreement and the Town’s regulations, the PAD Rezoning Ordinance shall control first, then this Restated Agreement and then the Town’s regulations.

F. The Town has requested that MCO (i) convey to the Town the property identified as Maricopa County Assessor’s Parcel No. 176-13-617W, as more particularly described and depicted on Exhibit C, attached hereto and incorporated herein by reference (the “New Town Lot”), in exchange for a conveyance by the Town to Eagles Nest of Tract E identified on the Final Plat for Eagles Nest Parcel 11 (“Tract E”) which was originally conveyed to the Town for potential use as a fire station and the use of which would be modified to a single family residential lot (the “New Eagles Nest Lot”) and (ii) release and quitclaim to the Town all deed restrictions and reversionary rights retained by MCO pertaining to the real and personal property located at 11445 N. Saguaro Boulevard. The Parties have agreed to this exchange of real property for their mutual benefit and, accordingly, the Parties have agreed to modify the Agreement and the Eagles Nest Final Plat to provide for a change in the use of Tract E into the New Eagles Nest Lot and modification of the applicable documents so that Tract E benefits from all entitlements applicable to all other single family residential lots in the Eagles Nest subdivision.

G. Eagles Nest has constructed a substantial portion of the Eagles Nest Property, and it is the Parties’ intent that Eagles Nest continue development of the Eagles Nest Property as contemplated by the Agreement, and that nothing in this Restated Agreement shall affect Eagles Nest or the Eagles Nest Property, except that the total lot count and overall disturbance shall be increased to permit the use of the New Eagles Nest Lot as a lot for construction of a single-family residence and the related provisions pertaining the New Eagles Nest Lot.

H. In addition to and as a result of the Adero Canyon PAD, Adero Canyon is to be replatted and the existing right-of-way for Eagle Ridge Drive, which was dedicated to the Town as part of the master plat for Adero Canyon, MCR # 2001-1201370, dated December 20, 2001 (the “Existing Final Master Plat”), must be abandoned by the Town. The final master plat and

all final parcel plats for Adero Canyon shall be consistent with the Adero Canyon PAD and the new preliminary master plat approved concurrently with the PAD Rezoning Ordinance and the execution of this Restated Agreement (the "New Preliminary Master Plat"). Accordingly, the Town and Adero have agreed to modify the Agreement to accommodate the changes consistent with the new Preliminary Master Plat and Adero Canyon PAD. Adero shall also coordinate with the City of Scottsdale regarding the abandonment and rededication of the bicycle path near Eagle Ridge Drive.

I. Upon its approval and execution, this Restated Agreement shall be deemed to replace and supersede the Agreement and the McDowell Preserve Settlement Agreement dated June 27, 2001.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Developer Parties hereby agree as follows:

1. Lot Exchange.

1.1 Town Approvals. The Town shall approve a modification to the Eagles Nest Final Plat without fees payable by MCO or Eagles Nest to the Town and without any stipulations that are not already contained in the existing approved subdivision, such that the use of Tract E shall be changed from fire station use to use as the New Eagles Nest Lot, and record the amendment to the Eagles Nest Final Plat in the records of the Maricopa County Recorder's Office. MCO will prepare at its sole cost and submit to the Town the revised final plat for Parcel 11 and other documentation necessary to effect this modification.

1.2 Benefits to New Eagles Nest Lot. All rights and benefits under the Agreement and the guidelines, standards and agreements that govern the development of all other single family residential lots in the Eagles Nest subdivision shall apply to the New Eagles Nest Lot as though it was originally platted as a single family residential lot in the applicable Eagles Nest Final Plat.

1.3 Driveway Locations. The driveway location for the New Eagles Nest Lot shall be permitted in non-conformance with the Town's "Driveway Policy" with respect to the proximity to bridges. As was contemplated with the original fire station use, utility stub outs were approved for this lot and are within 100 feet of a small bridge to the east, and a driveway shall be permitted proximate to these utilities within the 100-foot restriction.

1.4 Conveyance of Property. Not later than 90 days after the Effective Date, the Town shall convey the New Eagles Nest Lot to Eagles Nest and MCO shall convey the New Town Lot to the Town. Each conveyance shall be free and clear of all monetary encumbrances placed upon each lot by the Town or MCO, as applicable and otherwise subject to all matters filed of record in Maricopa County, Arizona and as to the New Eagles Nest Lot, this Restated Agreement.

Eagles Nest, MCO and the Town agree to cooperate reasonably to remove any other non-monetary encumbrances on the New Town Lot and the New Eagles Nest Lot that would unreasonably impair the use of such lot by the receiving Party provided neither Party shall be required to incur material costs to remove such encumbrances.

2. Deed Restrictions Release. Not later than 30 days after the Effective Date, MCO shall deliver to the Town a quitclaim deed suitable for recording and in the form attached hereto as Exhibit D. It is the specific intent of the Parties that recording of the quitclaim deed and this Restated Agreement shall eliminate all restrictions and reversionary interests included in (i) the Warranty Deed dated December 13, 1979, recorded in the office of the Maricopa County Recorder in Docket 14123, pages 1143 to 1146 and (ii) those provisions of the instrument dated April 16, 1979, and recorded in the Office of the Maricopa County Recorder in Docket 13650 at Pages 0769 to 0787 but only to the extent that they apply to the property at 11445 N. Saguaro Boulevard.

3. SRP Aesthetic Funds. Upon Adero's request, the Town shall initiate a request with Salt River Project for use of up to \$500,000 of funds in the Town's Aesthetic Fund account to partially defray the cost of making aesthetic improvements to the 69kv electric line in Adero Canyon (the "69kv Improvements"). In conjunction with the requests, Adero shall provide SRP with the scope of work for the 69kv Improvements. The Parties agree that SRP will be solely responsible for (i) completing design and cost estimates and (ii) determining what portion of the 69kv Improvements shall be eligible for funding. Adero agrees and understands that the Town's "balance" of Aesthetic Funds is set to be diminished by SRP on May 1, 2015 from the current balance to \$300,000. If Adero fails to both submit the request and accompanying documents to SRP and meet SRP's requirements with sufficient time to ensure that SRP approves the 69kv Improvements and commits the funding by May 1, 2015, and the Town's SRP Aesthetics Funds are diminished to \$300,000, the Town's obligation to commit the entire \$500,000 of funds to the 69kv Improvements shall be reduced to \$300,000 with the remaining \$200,000 conditioned upon (i) permission by SRP for the Town to "borrow" \$200,000 of future SRP Aesthetics Funds and (ii) availability from SRP of the Aesthetics Funds. The Town agrees to maintain at least \$300,000 of Salt River Project Aesthetic Funds available for such purpose. The Town agrees to use reasonable good faith efforts to maximize the SRP Aesthetic Funds to Adero (not to exceed \$500,000) including requesting to borrow funds in subsequent years if not available when first requested. The Town's obligation to maintain the balance in the Aesthetic Funds shall be terminated upon the earlier to occur of completion of Phase 1a (as defined below) or January 1, 2018.

4. The Town Trailhead.

4.1 Trailhead Design. The Town intends to construct a trailhead near the northern extent of Eagle Ridge Drive within the New Preserve Land (the "Trailhead") to provide improved access to a system of trails it has constructed on its land. The Town intends to construct the Trailhead in accordance with the site plan attached hereto as Exhibit E. If the Town determines, in its sole discretion, to materially modify the Trailhead from the site plan on Exhibit E, it shall notify Adero not less than 30 days prior to such modifications and shall permit Adero to comment on such changes. The Town's changes to the Trailhead shall not impede the emergency access for the Eagles Nest Property or the Adero Canyon Property.

4.2 Deed Restrictions. Prior to the sale of those lots within Adero Canyon that are located immediately adjacent to the Town's McDowell Mountain Preserve, Adero shall record restrictions against such lots, notifying the respective owners of such lots of the public trails adjoining the lots. The Town acknowledges that such notification may be incorporated into the declarations of reservations that Adero intends to record governing the development of the Property (the "CC&Rs").

4.3 Emergency Access. Exhibit F attached hereto depicts a portion of the New Preserve Land commonly referred to as the "existing jeep trail" and referred to herein as the "Emergency/Utility Access." Notwithstanding the Town's acquisition of the New Preserve Land, the Town agrees that the Emergency/Utility Access shall be utilized for gated fire/emergency vehicle access and utilities service for Eagles Nest and Adero Canyon on the terms provided herein.

4.3.1 Necessary Easements. The Town acquired the New Preserve Land subject to those rights and easements (but not fee title) in favor of MCO or its affiliate as are reasonably necessary to construct, improve and use (on the terms set forth herein) an unpaved emergency access roadway and construct, maintain and use underground utilities (including customary above-ground appurtenances) within the corridor comprising the Emergency/Utility Access.

4.3.2 Standards; Maintenance. The Emergency/Utility Access shall be no wider than 20 feet wide (or such other less obtrusive configuration as may be allowed), and its design shall (i) be exempt from Subdivision Ordinance road design criteria, (ii) be reasonably acceptable to the Parties, (iii) allow its use for utilities service to serve the Property, and (iv) allow concurrent use as a pedestrian/bicycle trail. The Emergency/Utility Access shall be completed by Adero in conjunction with its completion of subdivision improvements for either the adjacent Parcel 2 in Eagles Nest or the Temporary Roadway Segment described in Section 7 below. Following improvement of the Emergency/Utility Access, Adero shall return its surface to as natural a state as reasonably possible, including needed revegetation and natural color restoration to minimize the appearance of previous disturbance as viewed from offsite. Following completion of Adero's work on the surface of the Emergency/Utility Access, the Town shall maintain the Emergency/Utility Access area, which obligation shall be reflected in an easement instrument or by reservation in the conveyance instrument.

4.3.3 Use of Access. The Emergency/Utility Access easement shall additionally provide that the Emergency/Utility Access shall be used for vehicular traffic only for utility, emergency vehicle, trail restoration/construction and McDowell Mountain Preserve maintenance purposes and otherwise by private vehicles for emergency use only in cases where the southern route to Adero Canyon is blocked or otherwise unusable or on other emergency situations when reasonably necessary for purposes of public safety or to preserve private property.

4.3.4 Easement Form. The Emergency/Utility Access easement shall contain such other provisions and shall be in such form as is reasonably acceptable to both the Town and Adero.

4.4 Utilities. When required to be constructed in accordance with this Restated Agreement, permanent utilities in Eagle Ridge Drive shall extend to the property line shared between the Adero Canyon Property and the New Preserve Land at the closest point to the Trailhead.

4.4.1 Temporary Utilities. The Town and Adero agree that, due to the allowance for phased construction of Eagle Ridge Drive, as set forth in Section 7 below, temporary utilities will be necessary for operation of the Trailhead. Adero shall be responsible for the cost of constructing (i) a “vault-and-haul” system for collecting wastewater generated from the restroom facilities included on the site, (ii) a temporary water supply via a temporary tank and (iii) the use of temporary solar power generating facilities sufficient to power the water fountains, gate, irrigation and lights at the Trailhead (the vault-and-haul system, temporary water supply and temporary solar facilities are referred to collectively as the “Temporary Utilities”). The Temporary Utilities are to be constructed by Adero (according to plans reasonably approved by the Town and Adero) in conjunction with construction of the Trailhead and completed no later than completion of the Temporary Roadway Segment described in Section 7 below. If Adero fails to construct the Temporary Utilities, which failure continues after notice and reasonable right to cure, the Town may construct them and Adero shall promptly reimburse the Town for the actual out-of-pocket costs incurred by the Town to design and construct those Temporary Utility Improvements. The Town may at its option submit to Adero a proposed budget for the Town to construct the Temporary Utility Improvements and if acceptable to Adero, the Town shall construct those improvements and Adero shall reimburse the Town for the costs incurred by the Town, not to exceed the amount approved by Adero in the budget submitted by the Town and approved by Adero. Thereafter, the Town shall be solely responsible for the cost to maintain the Temporary Facilities. In conjunction with the permanent roadway improvements described in Subsection 7.1.4, Adero shall connect the permanent utility service lines for the Trailhead for water, sewer and grid power, if needed, to the permanent utility lines in Eagle Ridge Drive. This connection shall be at the property line shared between the Adero Canyon Property and the New Preserve Land at the closest point to the Trailhead.

4.4.2 Water Tank Site. Prior to approval of the New Final Master Plat, the Town and Adero shall (i) agree upon a precise location for a water tank necessary to serve the Adero Canyon Property, which water tank shall be located within the area generally depicted on Exhibit G, and (ii) execute such agreements as appropriate to carry out the purpose and intent of this Subsection.

5. Final Parcel Plats within Eagles Nest and Adero Canyon.

5.1 Revised Plats. The Parties agree and understand that Adero has submitted, and the Town has approved, Final Parcel Plats for Adero Canyon, but that the Adero Canyon PAD and other changes requested by Adero require that those plats be replaced. It is the Parties’ intent that the subsequent New Final Master Plat will revoke any portions of the existing Final Master Plat and the existing final parcel plats which are modified by the New Preliminary Master Plat in Adero Canyon, but that the Parties will endeavor to preserve the revised standards included on such final plats to the extent possible, as more fully described in Section 6 below. Adero will

submit to the Town a Final Master Plat for Adero Canyon consistent with the New Preliminary Master Plat. Unless otherwise provided herein, any references to the “Preliminary Plat” shall mean the New Preliminary Master Plat. Any prior approvals unmodified herein under the Original Agreement remain approved. The Final Master Plat shall show the easements necessary to provide legal access between Hidden Hills, Scottsdale Mountain Estates and the Adero Canyon Property.

5.2 Plat Review. The Town shall use its best efforts to promptly process and approve the applications for preliminary plats and final parcel plats within Adero Canyon to replace the plats revoked by the New Preliminary Master Plat, including improvement drawings in connection therewith, as soon as reasonably possible following submittal of same by Adero.

5.3 Submittal Completeness. The Town shall use its customary past standards in determining whether Adero’s final parcel plat applications are complete. The Town shall work in good faith with Adero and notify Adero no more than 30 days after the Town’s receipt if it deems any such application, or any submittal consisting of part of the application, to be incomplete.

5.4 Private Access. In connection with its approval of final parcel plats within Adero Canyon, the Town shall do both of the following, if requested by Adero:

5.4.1 Private Streets. Approve the private rights-of-way within Adero Canyon as shown in the applicable preliminary parcel plat so long as the private rights-of-way are constructed in general conformance with the Town’s public street standards, unless modified herein (the Parties acknowledge that Eagle Ridge Drive as depicted on the New Preliminary Master Plat and the subsequent final master plat for Adero Canyon shall be a public right-of-way).

5.4.2 Adero Canyon Gates. Approve gated entrances to such private rights-of-way from Eagle Ridge Drive.

5.5 Adjacent Development Connections.

5.5.1 Hidden Hills Connection(s). One private street roadway shall physically and legally allow emergency vehicle and public service vehicle access to/from The Hidden Hills II (Scottsdale) subdivision. Public pedestrian and bicycle access to/from that subdivision area shall be physically and legally allowed, either within that roadway right-of-way or in a separate right-of-way or easement. Adero shall be solely responsible for coordinating with the City of Scottsdale to address all matters necessary to cause relocation of the existing bicycle path easement and for designing the pathway to the City of Scottsdale standards.

5.5.2 Scottsdale Mountain Estates Connection(s). One private street and one emergency connection shall physically and legally allow access for the Scottsdale Mountain Estates subdivision (which lies at the northeast corner of Section 18).

6. Matters Relating to Development of Eagles Nest and Adero Canyon.

6.1 Zoning. The Official Zoning District Map of the Zoning Ordinance of the Town of Fountain Hills (the “Zoning Ordinance”) provides that portions of the Property are zoned R1-43, R1-35, R1-8, R1-6 and PAD (the “Zoning”).

6.1.1 Timing of Vesting. All zoning in Eagles Nest is vested. Zoning in Adero Canyon outside the Adero Canyon PAD is vested. Upon completion of Phase 1a (as defined below) of Eagle Ridge Drive and all related utilities, approximately 0.7 miles in length completed to the entrance to Parcel 2, as described in the Adero Canyon PAD, all zoning in the Adero Canyon PAD will be vested.

6.1.2 Vesting Defined. “Vested” means that the Town shall not, without the applicable Developer Party’s (or its successor’s) written consent, (i) change the Zoning to another zoning district or zoning classification, or (ii) amend a zoning classification or take any other action in a manner which would apply to the Property, where any such change, amendment, or action would reduce the density, permitted uses, or lot development standards provided for hereunder or otherwise in effect as of the date hereof.

6.2 Density.

6.2.1 Approved Density. Adero and Eagles Nest shall be permitted to develop, and the Town shall approve for development, final parcel plats and site plans for no more than 588 lots/dwelling units within the Property, comprised of 245 single-family lots within Eagles Nest and a total of 343 single-family lots, townhome dwelling units and multi-family/hotel units within Adero Canyon.

6.2.2 Limited Collector Roadway. Without limiting the foregoing, the Town Zoning Administrator has determined that the Emergency/Utility Access eliminates the single entrance 90-lot limitation for Adero Canyon set forth in Subdivision Ordinance Section 3.05 (A)(3)(e). The inapplicability of the 90-lot limitation has been confirmed by the Town Council in connection with its approval of the New Preliminary Master Plat, and shall be confirmed by the Town Council in connection with its approval of final parcel plats for parcels within Adero Canyon.

6.2.3 Permitted Modifications. Adero and Eagles Nest may increase the number of single-family lots as set forth in the final parcel plats for one or more parcels or sub-parcels comprising the Property, provided that the total number of all single-family lots for the entire Property does not exceed 424, the Property remains in conformity with the Zoning, and any such final parcel plat is materially consistent with the New Preliminary Master Plat and applicable preliminary parcel plat.

6.2.4 Limitations Upon Re-Subdividing. The CC&Rs shall prohibit re-subdivision of any lot or parcel comprising the Property, following recordation of the applicable Final Parcel Plat, unless such re-subdivisions are lot-line readjustments, lot joins or other subdivisions that do not result in the creation of more than the 424 single family lots as permitted

in Section 6.2.3 (any such re-subdivision or lot line adjustment by a retail purchaser of a lot shall not be permitted in order to create an additional lot), which shall be granted in the reasonable discretion of the Town.

6.3 Subdivision Standards. The Town's Subdivision Ordinance establishes the standards for location and installation of infrastructure within the Property (the "Subdivision Standards"). The Parties agree that certain variations from the Subdivision Standards are appropriate for development within the Property, and that the Existing Final Master Plat and the final parcel plat maps previously approved for Adero Canyon (collectively, the "Existing Plats") included a number of such variations. It is the Parties' intent to preserve, to the extent possible, the standards agreed to in conjunction with the Existing Plats. Accordingly, the Parties agree to the following variations from the Subdivision Standards:

6.3.1 Cul-de-sac Streets. The Town agrees that the Cul-de-sac Standards shall be modified in conjunction with its approval of the final parcel plats to allow development of cul-de-sac streets within the Property no longer than 3000 feet, with no more than 25 lots. The Developer Parties shall use good faith efforts to limit the cross-slope of cul-de-sac bulbs to 8% where reasonably possible. Eagle Ridge Drive shall not be considered a cul-de-sac street for the purposes of the Subdivision Ordinance.

6.3.2 Loop Roads. The Town agrees that the Subdivision Standards shall be modified in conjunction with its approval of the final parcel plats to allow development of the loops roads within the Adero Canyon portion of the Property substantially in accordance with the standards approved on the Existing Plats.

6.3.3 Road Grades. The Town hereby approves road grades above 15%, but no greater than 18%, for up to 400 feet within private hillside local roads within the Property, and road grades above 15%, but no greater than 20%, for the Emergency/Utility Access and utility access roads serving the Reservoir Sites (the "Mountain Road Grade Standards"). The Town agrees that the applicable Subdivision Standards shall be modified in conjunction with its approval of the final parcel plats to allow development of the Property, the Emergency/Utility Access, and the utility access roads serving the Reservoir Sites in accordance with the Mountain Road Grade Standards.

6.3.4 Retaining Walls. The Town hereby approves (i) retaining walls with an average height of (a) six feet for cut slopes, without handrails and (b) eight feet for fill slopes, without handrails, unless a sidewalk or pathway is within five feet of a fill retaining wall or unless a roadway curb is within ten feet of a fill retaining wall, and (ii) that bridge and con arch abutments, head walls and wing walls are not considered retaining walls (the "Mountain Retaining Wall Standards"). The Town agrees that the applicable Subdivision Standards shall be modified in conjunction with its approval of the final parcel plats to allow development of the Property in accordance with the Mountain Retaining Wall Standards.

6.3.5 Roadway Design. The Town has approved the Existing Plats, which provide for roadway design, including stopping distances and lines of sight, for certain private hillside local roads, local roads, and collector roads within the Property, pursuant to local

streets and road standards promulgated by the American Association of State Highway and Transportation Officials in *A Policy of Geometric Design of Highways and Streets 2001*, Fourth Edition (the “2001 AASHTO Standards”). The Parties agree that the 2001 AASHTO Standards have subsequently been replaced with the current edition thereof, and that the Subdivision Standards have been modified to address a number of the issues related to development in Adero Canyon. The Parties agree that the applicable Subdivision Standards shall be modified in conjunction with its approval of the final parcel plats to the extent necessary to meet the current AASHTO Standards as of the date of this Restated Agreement, except as to Eagle Ridge Drive which shall meet the then current AASHTO Standards at the time the design is submitted for approval.

6.3.6 Lot Ratios; Depth. With respect to custom single-family lots, the lot depth to width ratio shall not be restricted. For other than custom single-family lots, a lot depth of less than 95 feet is permitted.

6.3.7 Roadway Cross Sections. The Town hereby approves the roadway cross sections set forth on Exhibit H as alternatives to the applicable Subdivision Standards. Roadway curbs may be rolled or 12”, 18” or 24” ribbon style on all public and private streets except where rolled or vertical curbs are necessary for storm water management or public safety as determined by an independent Professional Engineer and confirmed by the Town Engineer.

6.3.8 Roadway Minimum Horizontal Curve Length. The Town has approved the Existing Plats including certain roadways with minimum horizontal curve lengths less than the Subdivision Standards. The Town agrees that the Subdivision Standards shall be modified in conjunction with its approval of the final parcel plats to allow development of the Property substantially in accordance with the horizontal curve standards on the Existing Plats. All Hillside Local roads may have a minimum horizontal curve length of 50 feet.

6.3.9 Sidewalks, Trails and Bicycle Paths. The Town agrees that the Subdivision Standards shall be modified in conjunction with its approval of the New Preliminary Master Plat and subsequent final plats to allow development of the Property with sidewalks on one side of Local and Collector roads; provided, however, that nothing in this Restated Agreement shall be deemed to modify the requirements that all sidewalks shall be constructed of Class A concrete. All cul-de-sacs with ten or fewer units need not have a sidewalk. The sidewalk for Eagle Ridge Drive, beginning at the southern entrance to Adero Canyon and continuing to the Trailhead at the northern end of Adero Canyon, may be constructed as a meandering, public-access trail separated from the paved roadway. Where necessary, the trail may extend beyond the Eagle Ridge drive right-of-way; provided that Adero shall dedicate to the Town a ten-foot right-of-way for this trail for all portions outside the Eagle Ridge Drive right-of-way. The trail shall be within the Eagle Ridge Drive right-of-way at all road and wash crossings unless otherwise approved by the Town. The trail shall (i) be six feet in width, (ii) be constructed of class A concrete, which may be colored and textured to blend with the native environment and (iii) be certified as meeting all requirements of the Americans With Disabilities Act. A concrete-paved public bicycle path connection shall link the terminus points of two off-site bicycle lanes, one in the Hidden Hills subdivision in Scottsdale and one terminating on Eagle Ridge Drive at the southern entrance of Adero Canyon. Adero or a property owners’ association

shall be solely responsible for any maintenance associated with sidewalks and bicycle paths on private property. Adero or a property owners' association shall also maintain the landscaping along all sidewalks and bicycle paths and shall be responsible for bike path sweeping and other basic upkeep. The Town shall be responsible for repairs to the surface of any sidewalks and bicycle paths within public right-of-way dedicated to the Town.

6.3.10 Minor Collector Design. The Town hereby approves modifying the Subdivision Standards for minor collector roads on the Property to permit a design speed of 25 miles per hour and a minimum radius of 250 feet.

6.3.11 Collector Road Improvements. Subject to the terms of Section 7.1.5, the Town hereby approves the elimination of turn pockets on Eagle Ridge Drive, except at the locations as shown on the New Preliminary Master Plat approved contemporaneously with this Restated Agreement.

6.4 Cuts and Fills.

6.4.1 Existing Waivers. Pursuant to the approval procedures set forth in Section 5.03(D) of the Subdivision Ordinance, the Town Council has previously approved (Case Numbers CFW2001-05 and CFW2001-06) those cut and fill waivers necessary to construct the streets and roads and other subdivision improvements serving the Property according to the Existing Plats (the "Existing Cut and Fill Waivers"). However, due to the changes necessary because of the Adero Canyon PAD, the Existing Cut and Fill Waivers are now obsolete for that area. The Parties hereby agree that (i) the cut and fill waivers shown on Exhibit I attached hereto (the "New Cut and Fill Waivers") substantially conform to the Existing Cut and Fill Waivers and (ii) the New Cut and Fill Waivers hereby replace the Existing Cut and Fill Waivers.

6.4.2 Further Waivers. Any additional cut and fill waivers as may be necessary for the development of residential structures on the Property shall be subject to the approval procedure set forth in Section 5.03(D) of the Zoning Ordinance, as the standards for granting such waivers have been implemented to date by the Town Council.

6.4.3 Mountain Cut Standards. The Town has previously approved the Existing Plats, which, where permissible in the reasonable judgment of The Developer Party's independent soils engineer, provide for (i) cut slopes of up to four feet in height with completely vertical inclination (without retaining wall), and (ii) exposed cut slopes equal to one foot horizontal for every two feet vertical (for cut slopes up to six feet in height) (the "Mountain Cut Standards"). Grading standards shall follow the standards previously approved on the original Adero Canyon plats. Notwithstanding the foregoing, terraced retained slopes may be up to 3:1 for fill slopes and 2:1 for cut slopes between terraced retaining walls. Unretained slopes may exceed ten feet for cut slopes so long as the natural material is stable and shall be as prescribed by the Town Engineer. The Town agrees that the Subdivision Standards shall be modified in conjunction with its approval of the final parcel plats to allow development of the Property in accordance with the Mountain Cut Standards.

6.5 Disturbance Allowance Procedures.

6.5.1 Standards. The Parties acknowledge that Subdivision Ordinance Section 5.04 sets forth provisions allowing hillside disturbance within subdivisions, and except as provided by the Disturbance Allowance Procedures (as defined below), shall apply to development of the Property, including the penalties set forth therein for violation thereof.

6.5.2 Exempt Areas. The Town hereby approves development of the Property with an average lot disturbance not to exceed 22,700 square feet per single-family lot (the “Disturbance Allowance”), and a total allowable disturbance of 5,561,500 square feet for the Eagles Nest Property (the “Eagles Nest Disturbance Allowance”) and 4,138,200 square feet for the Adero Canyon Property (the “Adero Disturbance Allowance”), without cost to the Developer Parties. All temporary and permanent subdivision improvements, including but not limited to all road, utility line and water tank construction as well as the areas covered by driveways and related vegetation as provided in section 6.5.5 are exempt (i.e. with respect to subdivision infrastructure and other such areas, all necessary disturbance will be permitted without disturbance penalty). Any disturbed areas for predevelopment investigations, testing, relocation or recovery including, but not limited to, geotechnical, environmental, archaeological or power line relocation work as well as any future or historic trails and roads used by hikers (including temporary trails necessary for the safe passage of hikers during construction of Eagle Ridge Drive), bicyclists, recreational vehicles or utility equipment shall not be counted towards the total amount of hillside disturbance within the Property and, after revegetation with native plant materials, shall be accepted by the Town as undisturbed hillside areas.

6.5.3 Disturbance Procedures. The Parties hereby adopt the following procedures (the “Disturbance Allowance Procedures”) to implement the Disturbance Allowance permitted for the Property:

(i) In order to allow for development of the Property with the densities and intensities of uses as contemplated by this Restated Agreement the Adero Disturbance Allowance shall be allocated by Adero among the single-family lots, townhome lots, multi-family/hotel parcels and the sales/administration building parcel. The total allowable area of a lot that may not be disturbed (the “Nondisturbance Area”) shall be the total lot area, less the Disturbance Allowance for such lot plus any areas within the lot anticipated to be exempt from the provisions of the Subdivision Ordinance Section 5.04. No Eagles Nest Disturbance Allowance shall be allocated within the Adero Canyon Property, and no Adero Canyon Disturbance Allowance shall be allocated within the Eagles Nest Property.

(ii) Prior to approval of each preliminary parcel plat within the Adero Canyon Property, Adero shall provide the Town with the calculations showing that each lot or parcel within such preliminary plat conforms with the applicable allocations of Disturbance allowance. The calculated Disturbance Allowance and Nondisturbance Area for each lot shall be set forth on a separate schedule submitted to the Town with the applicable final plat (the “Disturbance Schedule”).

(iii) In the event that the actual Disturbance Allowance within a lot or parcel, as established by a site plan approved by the Town for that lot or parcel in connection with building permit issuance is less than the Disturbance Allowance for such lot or parcel set forth on the Disturbance Schedule, the unused Disturbance Allowance for that lot or parcel may be allocated by Adero to other lots or parcels within the Adero Canyon Property. In no event shall the Disturbance Allowance exceed 35,000 square feet on any single family lot.

(iv) The Adero Disturbance Allowance may only be allocated within the Adero Canyon Property. Any unused Disturbance Allowance remaining after the final residential or hotel improvements are constructed on each lot shall be deemed abandoned.

(v) All disturbance pursuant to this Restated Agreement on a lot within the Property shall be the total allocated Disturbance Allowance for such lot. The property owner of each lot shall, concurrently with the issuance of the building permit for the construction of a single-family residence on such lot, record a Hillside Protection Easement in the form set forth on Exhibit J hereof. Such Hillside Protection Easement shall cover all portions of such lot outside of its allocated Disturbance Allowance area as finally configured, and which are not exempt from the provisions of Subdivision Ordinance Section 5.04.

6.5.4 Rounding of Cuts. “Rounding” or feathering the edges of cut banks adjacent to roadways, at the points where such slopes meet the natural grade, shall not be considered disturbance pursuant to the Subdivision Ordinance, and therefore shall not be deducted from the Disturbance Allowance for the Property.

6.5.5 Vegetation. Driveways up to 20 feet in width and the areas in which drought tolerant plantings on the front entrance areas to those 20 foot wide driveway corridors shall not be deemed disturbance of such areas hereunder and such areas shall not be deducted from the Disturbance Allowance for the applicable lot; provided that the ground work associated with the plantings on the front entrance areas to those driveways is minimized to the extent reasonably possible, and prior Town administrative approval is obtained for such work.

6.6 Subdivision Ordinance Section 5.04(E) Approval.

6.6.1 Disturbance Buffers. The Parties acknowledge that (i) Section 5.04(E) of the Subdivision Ordinance provides for fencing (as set forth in Subdivision Ordinance Section 5.04(E)(1)), or disturbance buffers (as set forth in Subdivision Ordinance Section 5.04(E)(2)), in order to protect “an area at least equal to the hillside protection requirements of the lot, parcel or tract,” and (ii) Subdivision Ordinance Section 5.04(B) provides that “[d]isturbance within street rights-of-way shall be exempted from the horizontal hillside disturbance limitations of this ordinance.”

6.6.2 Exempt Areas. The Town agrees that Subdivision Ordinance Section 5.04(E) is not applicable to development of the street rights-of-way, utility corridors

outside of street rights-of-way, and other areas disturbed in connection with the installation of subdivision improvements for the Property.

6.6.3 Alternative Marking For Rights-of-Way. The Town acknowledges that the street rights-of-way disturbance in connection with development of the Property is exempt from the disturbance buffers and fencing provisions of Subdivision Ordinance Section 5.04(E) and accordingly in compliance with said section. Notwithstanding the foregoing, disturbance corridors shall be delineated with iron stakes and ropes, which shall be maintained in place during the period of construction of the applicable street right-of-way.

6.7 Driveway Locations. The Town agrees that, to the extent consistent with the driveway requirements in the Town's adopted Fire Code, it shall not withhold approval of the final parcel plats based on non-conformance with the driveway restrictions set forth in Section 7.03(A) of the Town Zoning Ordinance, as amended; provided, however, that any such non-conforming driveways shall be located as permitted by the Town Engineer in his reasonable discretion, including at locations within 100 feet of a bridge or major drainage structure. Notwithstanding the foregoing, there shall be no shared driveways and no driveway easements across one lot for the benefit of another lot on any single family residential lot; each single family residential lot shall have direct access through its own street frontage.

6.8 Sanitary Sewer. The sanitary sewer system for the Property will be designed per the specifications of the Fountain Hills Sanitary District and subject to approval by the Fountain Hills Sanitary District and the Town.

6.9 Water. The water systems for the Property shall be designed to specifications established by EPCOR and subject to approval by the Town relating to fire flow demand.

6.10 Miscellaneous Engineering Matters. The Town hereby approves (i) private roadways using CMP pipe to carry street flows; (ii) warranty curb replacement at five foot intervals; (iii) roadways with drop manholes, and (iv) other minor variations from Town staff policy, as set forth in this Restated Agreement (the "Miscellaneous Matters"). The Town Engineer shall approve development within the Property pursuant to the Miscellaneous Matters. Minor draws and drainage channels that do not require US Army Corps of Engineers permits may be modified or relocated so long as downstream drainage flows are not materially impacted. Facilities for the collection of water shall be designed so as to retain safely and adequately the maximum expected storm water runoff volume equal to the difference between the predevelopment condition and the post development condition for a 100-year storm event. Detention basins shall be sized for specific drainage requirements for Adero Canyon. Detention basins need not be oversized, and no land area will be required to be set aside for additional uses

6.11 Sale Limited to Improved Lots. Adero agrees that it shall not intentionally pay any tax pursuant to Section 8A-416(a) of the Town's Tax Code, as amended, if it does not believe at the time it is paid that such amount is owed.

7. Additional Adero Obligations.

7.1 Eagle Ridge Drive. The Parties acknowledge that Eagle Ridge Drive as located on the Existing Plats (as subsequently amended) shall remain a public roadway. The Town agrees there shall not be a public transit route allowed on Eagle Ridge Drive. Adero shall construct Eagle Ridge Drive pursuant to a combination of Limited Collector and Minor Collector standards (from Palisades Boulevard to the Parcel 2 Entrance (defined below), as shown on the New Preliminary Master Plat) and Local Road Standards (from the Parcel 2 Entrance to the Trailhead), with a sidewalk on one side or a meandering trail as described in paragraph 6.3.9 and bicycle lanes on each side (for the Collector section) within the right-of-way for Eagle Ridge Drive. For the side of the roadway that contains both the sidewalk and a bicycle lane, the sidewalk shall be constructed of concrete and not less than six feet wide.

7.1.1 Timing of Construction; Phasing. Adero shall pave Eagle Ridge Drive and complete all appurtenant infrastructure and utility improvements related thereto, but may do so in two phases. The portion of Eagle Ridge Drive beginning at the southern entrance to Adero Canyon and ending at the entrance to “Parcel 2,” as shown on the New Preliminary Plat (the “Parcel 2 Entrance”) shall be fully constructed, with all utilities and appurtenant infrastructure, prior to issuance of the first certificate of occupancy for any residential building in Adero Canyon. The portion of Eagle Ridge Drive beginning at the Parcel 2 Entrance and continuing to the Trailhead shall also be constructed, as a temporary roadway, prior to issuance of the first certificate of occupancy for any residential building in Adero Canyon. The portion of Eagle Ridge Drive north of the Parcel 2 Entrance constructed as a temporary roadway shall be (i) fully graded to the approximate final subgrade elevations as provided in grading plans reasonably approved by the Town, (ii) compacted to the standards set forth in the Town’s Fire Code and (iii) covered with a dust controlled, all weather, aggregate surface with adequate drainage, erosion control fall protection, roadway shoulders/side slopes and safety features as reasonably deemed appropriate by the Town Engineer (the “Temporary Roadway Segment”).

7.1.2 Maintenance of Temporary Roadway Segment. Adero shall be solely responsible for maintaining and repairing the Temporary Roadway Segment until it is replaced with the permanent road and utility improvements.

7.1.3 Access to Trailhead. Access to the Trailhead prior to completion of the permanent road over the Temporary Roadway Segment shall be provided as follows:

(i) The Town may construct a foot path from the current pavement edge of Eagle Ridge Drive to the Trailhead location (the “Temporary Foot Path”). The Temporary Foot Path shall be designed by the Town and reasonably approved by Adero to ensure that its construction and use is compatible with Adero’s planned construction of Eagle Ridge Drive. Adero agrees that the Temporary Foot Path will be open and accessible to the public until such time as Adero has commenced construction on Eagle Ridge Drive pursuant to a permit issued by the Town.

(ii) Access by the Town to the Trailhead for the purpose of constructing or maintaining the Trailhead will be provided without interruption after

completion of the construction of Eagle Ridge Drive. The Town and Adero shall use reasonable efforts to coordinate construction schedules of the Trailhead and Eagle Ridge Drive prior to the Town bidding the Trailhead construction project and shall arrive at a reasonable schedule that accommodates both projects being completed in a timely manner, including a reasonable number of days allocated to delays caused by temporary closures as described below (the "Coordination Schedule"). During the construction of Eagle Ridge Drive the Town shall have access for constructing and maintaining the Trailhead according to the Coordination Schedule and at all times when, in the reasonable judgment of Adero, the use of such areas would not unreasonably interfere with Adero's construction activities and use of such area would allow for safe access; provided, however, that if the Town has commenced construction of the Trailhead and Adero determines that a temporary restriction to the Town's construction access is necessary to prevent an unreasonably dangerous condition, Adero may, after reasonable notice to the Town, cause such temporary closures as necessary so long as the Coordination Schedule is not unreasonably compromised. If Adero reasonably determines not to provide such access for the reasons above, Adero shall cause the Eagles Nest Property Owners Association to permit access through Eagles Nest to access the emergency road connection to Adero Canyon ("Alternative Access") for purpose of emergency response, potable water delivery, maintenance, security and sewage removal ("Alternate Access Uses"). If (A) the Alternative Access is not usable by the vehicle necessary to perform the potable water delivery, maintenance, security or sewage removal task and (B) Eagle Ridge Drive has been closed by Adero according to this Subsection for a period of more than 60 days, then Adero shall be responsible for either performing the task itself at no cost to the Town or making such other accommodations as necessary to allow the vehicle to access the Trailhead.

(iii) Public access will be provided following the Town's approval of construction of the completed Eagle Ridge Drive segment up to the Parcel 2 Entrance and the Temporary Roadway Segment; provided, however, that during construction of the permanent road improvements to replace the Temporary Roadway Segment, Adero may restrict public access during the time periods when, in the reasonable judgment of Adero, public access cannot be safely permitted or would unreasonably interfere with Adero's construction activities. At times when such public access is restricted, pedestrian/bicycle public access will be provided along the meandering public access sidewalk/trail described in Subsection 6.3.9 to the Trailhead subject to prohibition of use of such trail at such times when in the reasonable judgment of Adero, the use of such areas would not allow for safe public access. To accommodate this, the Town acknowledges that temporary rerouting of this trail may be necessary during construction, which temporary routes will be of a natural surface. During this period, Adero shall provide for (i) signage and barricading to clearly indicate road closure and the alternate access to the Trailhead and (ii) temporary parking along Eagle Ridge Drive for the number of cars that can reasonably be accommodated in that area, allowing for safe ingress and egress, as well as the passage of construction equipment. Any disturbance required to provide such temporary parking shall not count toward the Disturbance Allowance.

7.1.4 Permanent Roadway. Adero shall replace the Temporary Roadway Segment with permanent road improvements prior to issuance of the first building permit for construction of a Dwelling Unit within any lot or parcel in any part of Adero Canyon other than the Adero Canyon PAD area and "Parcel 1." In the event that a certificate of occupancy has not been requested and approved, in accordance with the Town's adopted building codes, for a dwelling unit in the Adero Canyon PAD area (not including the Sales Office) by December 31, 2020, unless such date is extended due to a Force Majeure, the Temporary Roadway Segment phasing option described above shall be revoked and MCO shall thereafter be required to construct the entirety of Eagle Ridge Drive prior to issuance of the first certificate of occupancy for any dwelling unit in Adero Canyon, as previously required by the Agreement. Any delay or failure in the performance by any Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure including, without limitation, hard dig and blasting not identified in an independent geotechnical report, referendum, lawsuits, construction delays not due to Adero's actions, acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes that prevent the furnishing of materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences. Each Party shall notify the other not later than 30 days following the date on which such Party has knowledge of the Force Majeure event. If such notice is not provided within that 30-day period, the applicable extension shall be reduced by the time period commencing after such 30-day notice period has expired, until such notice is given. Each party shall update the other as to the status of the continuance of such Force Majeure.

7.1.5 Eagle Ridge Drive/Palisades Boulevard Improvements. MCO previously paid the Town for its share of the traffic signal to be constructed by the Town at Eagle Ridge Drive and Palisades Boulevard and all associated turn lanes. Adero shall have no further obligations with respect to the intersection improvements.

7.2 Wildlife Sensitivity. Adero shall construct wildlife sensitive crossings within the Property. The Town agrees that MCO may meet this obligation by utilizing bridges, con-arch structures and/or large box culverts, subject to Town approval, so long as designs incorporate concrete bottoms or sandy bottoms with rip rap under the sand and along the sides as necessary for adequate erosion control.

7.3 Utility Location. The Developer Parties shall use good faith efforts to avoid locating wet utilities (i.e., water, sewer, and natural gas) within unfilled wash areas within the Property. In connection therewith Developer Parties shall be permitted to suspend wet utility lines below the Bridges, if applicable.

7.4 Custom Signage and Landscaping. Adero shall submit a sign plan to the Town for approval. A property owners' association shall be responsible for the maintenance of any custom signage and landscaping along all rights-of-way including the public right-of-way for Eagle Ridge Drive. Custom signage for vehicular control shall convey the basic principles that

govern design in accordance with the most current edition of the Manual on Uniform Traffic Control Devices.

8. Town Regulation of Development.

8.1 Applicable Rules. The rules, regulations and official policies of the Town applicable to and governing the development of Adero Canyon shall be those rules, regulations, and official policies which were existing and in force for the Town as of January 1, 2014. The Town shall not impose or enact any additional conditions, zoning exactions, dedications, rules, regulations, or official policies applicable to or governing the development of the Property except for any of the following:

8.1.1 Consistent Modifications. Future land use rules, regulations and official policies of the Town that are consistent with and not contrary to the Preliminary Plats, the Final Master Plats, and the Final Parcel Plats and that do not: (i) decrease the development potential of the Property; (ii) require any additional infrastructure improvements or dedications in connection with the development of the Property; (iii) limit or adversely affect the rate, timing or sequencing of development of the Property; or (iv) limit or adversely affect the uses, number and density of lots or dwelling units or intensity of development of the Property.

8.1.2 Regulatory Compliance. Future land-use rules, regulations and official policies of the Town enacted as necessary to comply with state and federal laws and regulations, provided that in the event any such state or federal laws or regulations prevent or preclude compliance with this Restated Agreement, such affected provisions of this Restated Agreement shall be modified as may be necessary (and only to the extent required) in order to comply with such state and federal laws and regulations.

8.1.3 Fees and Charges. Future imposition of taxes or filing or review fees, development fees, or modifications thereto, so long as such taxes or fees are imposed or charged by the Town to all similarly situated persons and entities. Notwithstanding the foregoing, in no event shall Adero be required to pay any type fees that did not exist in the Town's rules and regulations in 2000.

8.1.4 Model Homes. The Town shall allow the construction of up to five model homes in each parcel before substantial completion of roads and utilities so long as operable fire hydrants and all-weather fire access are in place to serve the fire protection needs (i.e. adequate pressure and volume) for the homes. Certificates of Occupancy for these homes shall not be issued until finished roadways (subject only to paving of the "final lift") are complete and potable water, sewer and electrical power services are operational to the homes and approved by the Town for use.

8.1.5. Parking. On-street parking on private streets shall be permitted on the non-sidewalk side of streets only, so long as a 20-foot driveable area remains in the right-of-way for passage of emergency vehicles.

To the extent that any new or amended rules, regulations, or official policies of the Town not specifically enumerated in this Section 8.1 above conflict with the Preliminary Plats, the Final Master Plats, the Final Parcel Plats, or this Restated Agreement, then the Preliminary Plats, the Final Master Plats, the Final Parcel Plats and this Restated Agreement as applicable, shall control.

8.2 Moratorium. The Town may enact any moratorium, ordinance, resolution or other land-use rule or regulation or limitation on the rate, timing or sequencing of the development of the Property that applies equally to all vacant residential lots in Fountain Hills, and is otherwise permitted pursuant to ARIZ. REV. STAT. § 9-463.06 in effect as of the date hereof.

8.3 Utilities. The Developer Parties acknowledge that the Town, at the date of execution of this Restated Agreement, provides no municipal utility services (except fire service, if applicable) and the Town has no control over the provision of such services by other entities and makes no representations with respect to the availability of such services provided by other entities. Notwithstanding the foregoing, the Town agrees that in the event it provides municipal utility services in the future, the Town (i) shall make such services available to the Property on the same terms of availability as are applicable to other real property served by the Town, (ii) shall continue to provide such services as reasonably required in connection with development and use of the Property, and (iii) shall not adopt policies and procedures with respect to the provision of such services which would delay development of the Property.

8.4 Review Fees. The Town shall waive all construction permit (but not plan check) fees for subdivisions for the Property for Eagles Nest and Adero. If expedited review of any plans is requested by Adero, upon receipt of such a request, the Town shall discuss the request with Adero and Town staff to determine who the Town will retain as its outside consultant to complete the expedited review. Once the Parties reasonably agree on (i) the applicable time frame for review, (ii) the applicable outside consultant, and (iii) the consultant's total fees, Adero will be responsible to promptly pay the Town's actual cost related to outsourcing as such costs are billed to the Town. The Town shall complete the review process as outlined above in a timely manner. If the Town needs or desires technical expertise beyond its internal expertise for items for which fees are payable by Adero, the Town may engage such experts as it deems necessary according to the process above and all costs of such experts shall be the responsibility of Adero. Adero shall also pay within 30 days after execution of this Agreement by all parties, \$30,000 to defray a portion of the Town's reasonable attorney's fees incurred in drafting, revising and negotiating this Restated Agreement.

9. Cooperation and Alternative Dispute Resolution.

9.1 Representatives. To further the commitment of the Parties to cooperate in the implementation of this Restated Agreement, upon the request of any Developer Party or the Town, the Town and the applicable Developer Party shall each designate and appoint a representative to act respectively on behalf of the Town and its various departments and the applicable Developer Party, except as otherwise provided in this Restated Agreement or by law. The initial representative for the Town shall be the Town Attorney, and the initial representative for the applicable Developer Parties shall be its General Counsel, or other party, as identified by

Developer Parties: MCO Properties Inc.
13620 S. Saguaro, Suite 200
Fountain Hills, Arizona 85268
Attn: Jeremy Hall

With a copy to: MCO Properties Inc.
1330 Post Oak Boulevard, Suite 2000
Houston, Texas 77056
Attn: David Suson

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Subsection. Notices shall be deemed received (i) when delivered to the Party in person or by facsimile, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

11. General Provisions.

11.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or a Developer Party of the breach of any covenant of this Restated Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Restated Agreement.

11.2 Headings. The descriptive headings of the sections and paragraphs of this Restated Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

11.3 Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

11.4 Further Acts. Each of the Parties hereto shall execute, acknowledge and deliver all such documents, instruments, stipulations and affidavits and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Restated Agreement. Without limiting the generality of the foregoing, the Town shall timely cooperate and process promptly any requests and applications for any necessary approvals relating to the development of the Property by a Developer Party and its successors and assigns, or otherwise provided for hereunder. The Town's cooperation, processing and approvals of matters with respect to the Property shall not be withheld or delayed so as to unreasonably impede development of the Property.

11.5 Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

11.6 Third Parties. No term or provision of this Restated Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11.7 Entire Agreement. This Restated Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

11.8 Amendments. No change or addition shall be made to this Restated Agreement except by a written amendment executed by the Parties hereto. Except as otherwise provided herein, any such amendment shall be adopted as required by law.

11.9 Good Standing; Authority. Each of the Parties respectively represents and warrants to the other (i) that it is duly formed and validly existing under the laws of Arizona, with respect to MCO, or a municipal corporation within the State of Arizona, with respect to the Town, (ii) that it is respectively a Delaware limited partnership duly qualified to do business in the State of Arizona or an Arizona municipal corporation and is in good standing under the applicable state laws, and (iii) that the individual(s) executing this Restated Agreement on behalf of the respective Parties is authorized and empowered to bind the Party on whose behalf each such individual is signing and that all necessary corporate, Town Council or other approvals or consents necessary to the effectiveness of this Restated Agreement have been granted or obtained.

11.10 Legality. The Town hereby represents that:

11.10.1. Valid Approval. The Town has complied or shall timely comply with all applicable laws and has taken or shall take all necessary steps, including without limitation, the holding of all required public hearings, to enter into this Restated Agreement and obligate the Town hereunder; and

11.10.2. Valid Authority. The Town has the authority to enter into this Restated Agreement and comply with its requirements.

11.11 Severability. If any provision of this Restated Agreement is declared void or unenforceable, such provision shall be severed from this Restated Agreement, which shall otherwise remain in full force and effect and this Restated Agreement shall be deemed reformed to replace the void or unenforceable provision with a valid and enforceable provision as similar as possible in effect to the void or unenforceable provision. The Parties shall meet and confer as soon as practicable for the purpose of drafting, in good faith, the substitute provision. If an applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform an act hereunder, this Restated Agreement

shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion.

11.12 Termination Upon Sale of Lots. This Restated Agreement shall automatically terminate as to any Lot (defined below), without the necessity of any notice, agreement or recording by or between the Parties, anytime the required certificates of occupancy are issued by the appropriate Town official for all buildings on a Lot. A “Lot” (collectively “Lots”) shall be any part of the Property, including common areas, that is identified in a recorded residential subdivision plat or site plan that has received final approval from the Town. This Restated Agreement shall automatically terminate as to any part of the Property that is dedicated by deed, map of dedication or otherwise for public or governmental facilities and uses. Nothing contained in this Section 11.12 shall affect any obligation, tax, charge, assessment, encumbrance or other lien imposed on any Lot by the Town, a community facilities district or any other special taxing district.

11.13 Governing Law. This Restated Agreement is entered into in Arizona and shall be construed and interpreted under the internal laws of Arizona, without reference to conflict of laws principles, and suit pertaining to this Restated Agreement may be brought only in courts in Maricopa County, Arizona.

11.14 Notice of ARIZ. REV. STAT. §38-511. The Town hereby notifies the Developer Parties of the provisions of ARIZ. REV. STAT. §38-511 (Cancellation of political subdivision and state contracts; definition), which provides, *inter alia*, that the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The Parties acknowledge that no person significantly involved in initiating negotiating, securing, drafting or creating this Restated Agreement on behalf of the Town either is an employee or agent of the Developer Parties, in any capacity, or a consultant to the Developer Parties with respect to the subject matter of this Restated Agreement.

11.15 Time of Essence. Time is of the essence of this Restated Agreement and each provision hereof.

11.16 Counterparts. This Restated Agreement may be signed in counterparts, and the fully executed counterparts shall together constitute a single original Agreement.

11.17 Attorneys Fees. If either Party hereto shall bring suit against the other as a result of any alleged breach or failure by the other Party to perform any obligations under this Restated Agreement or in any exhibit or other document delivered pursuant hereto, or shall seek declaratory relief with respect to any provision hereof, then in such event, the prevailing Party in such action shall, in addition to any other relief granted or awarded by the court, be entitled to

judgment for reasonable attorneys' fees and expert witness expenses incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both trial and appellate levels.

11.18 Counterparts. This Restated Agreement may be executed in counterparts, all of which together shall be deemed to constitute one instrument, and each of which shall be deemed an original. In addition, the Parties acknowledge and agree that facsimile or scanned and electronically transmitted signatures shall be deemed valid and binding, and thereafter, upon request of either Party, each Party agrees to deliver original signed copies of this Restated Agreement to the other Party.

11.19 Non-Default. By executing this Restated Agreement, all parties affirmatively assert that (i) the other parties are not currently in default, nor have been in default at any time prior to this Restated Agreement that has not been cured, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Restated Agreement are forever waived.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Restated Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

Beverly J. Bender
Beverly J. Bender, Town Clerk

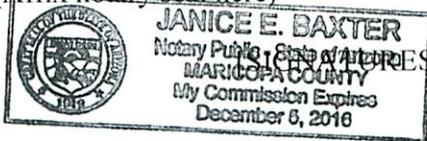
(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 13, 2014, before me personally appeared Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

Janice E. Baxter
Notary Public

(Affix notary seal here)



[CONTINUES ON FOLLOWING PAGE]

EXHIBIT A-1
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[Legal Description – Eagle Ridge North Property]

See following pages.



OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL
 2002-0187417 02/25/02 13:53
 1 OF 1

QUILLEN

WHEN RECORDED, MAIL TO:

MORRISON-MAIERLE, INC.
 120 NORTH 44TH STREET, SUITE 410
 PHOENIX, AZ 85034-1822
 (602) 244-9662
 ATTN: MICHAEL N. MYER, R.L.S.

**CERTIFICATE OF CORRECTION
 TO
 THE FINAL PLAT OF
 EAGLE RIDGE NORTH**

PORTIONS OF SECTIONS 7, 8 AND 17, TOWNSHIP 3 NORTH, RANGE 6 EAST OF
 THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF FOUNTAIN HILLS,
 MARICOPA COUNTY, ARIZONA,
 AS RECORDED IN BOOK 580 OF MAPS, PAGE 26, MARICOPA COUNTY RECORDS.

THE ABOVE REFERENCED PLAT IS HEREBY CORRECTED AS FOLLOWS:

CORRECTING THE FOLLOWING COURSES ALONG THE MOST SOUTHERLY BOUNDARY LINE
 OF SAID SUBDIVISION, BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL 9 AND
 TRAVERSING CLOCKWISE ALONG SAID SOUTHERLY BOUNDARY LINE TO THE
 NORTHWEST CORNER OF SAID SECTION 17. THE LEGAL DESCRIPTION COURSES ON SHEET
 1 OF 10, AND THE MAPS ON SHEETS 3 AND 5 OF 10 ARE BEING CORRECTED AS SHOWN
 BELOW;

THE EXISTING COURSE OF S. 44°54'11" W., A DISTANCE OF 555.86 FEET SHOULD BE
 CORRECTED TO:

S. 44°54'11" W., A DISTANCE OF 567.98 FEET.

THE EXISTING COURSE OF S. 11°56'14" E., A DISTANCE OF 525.84 FEET SHOULD BE
 CORRECTED TO:

S. 36°01'16" E., A DISTANCE OF 13.63 FEET TO THE BEGINNING OF A CURVE CONCAVE
 SOUTHWESTERLY AND HAVING A RADIUS OF 935.00 FEET; THENCE SOUTHEASTERLY
 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°38'53" AN ARC LENGTH OF 10.58
 FEET; THENCE DEPARTING RADially TO SAID CURVE, S. 54°37'37" W., A DISTANCE OF
 70.00 FEET TO A POINT ON A CURVE CONCENTRIC WITH AFORESAID CURVE AND HAVING
 A RADIUS OF 865.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A
 CENTRAL ANGLE OF 28°28'23" AN ARC LENGTH OF 429.86 FEET; THENCE S. 06°54'00" E., A
 DISTANCE OF 48.00 FEET.

THE EXISTING COURSE OF N. 39°14'11" W., A DISTANCE OF 181.96 FEET SHOULD BE
 CORRECTED TO:

N. 39°14'11" W., A DISTANCE OF 180.33 FEET.

THE FOLLOWING TWO EXISTING COURSES ARE TO REMAIN UNCHANGED:

N. 80°32'07" W., A DISTANCE OF 970.18 FEET
AND
N. 55°38'30" W., A DISTANCE OF 763.68 FEET.

THE EXISTING COURSE OF S. 15°23'20" W., A DISTANCE OF 994.72 FEET SHOULD BE CORRECTED TO:

S. 32°56'26" W., 487.75 FEET.

THE FINAL EXISTING COURSE OF N. 00°07'50" W., A DISTANCE OF 2638.91 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17 SHOULD BE CORRECTED TO:

N. 00°07'50" W., A DISTANCE OF 2089.19 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17.

THE AFFECTED PARCEL AREAS SHOWN ON SHEET 2 OF 10 ARE TO BE CORRECTED TO:

PARCEL 1 EXISTING AREA OF 1,115,855 SQUARE FEET/25.62 ACRES SHOULD BE CORRECTED TO:

1,042,884 SQUARE FEET/23.94 ACRES.

RIGHT OF WAY EXISTING AREA OF 566,362 SQUARE FEET/13.00 ACRES SHOULD BE CORRECTED TO:

559,921 SQUARE FEET/12.85 ACRES.

TOTAL EXISTING AREA OF 18,783,045 SQUARE FEET/431.20 ACRES SHOULD BE CORRECTED TO:

18,703,633 SQUARE FEET/429.38 ACRES.

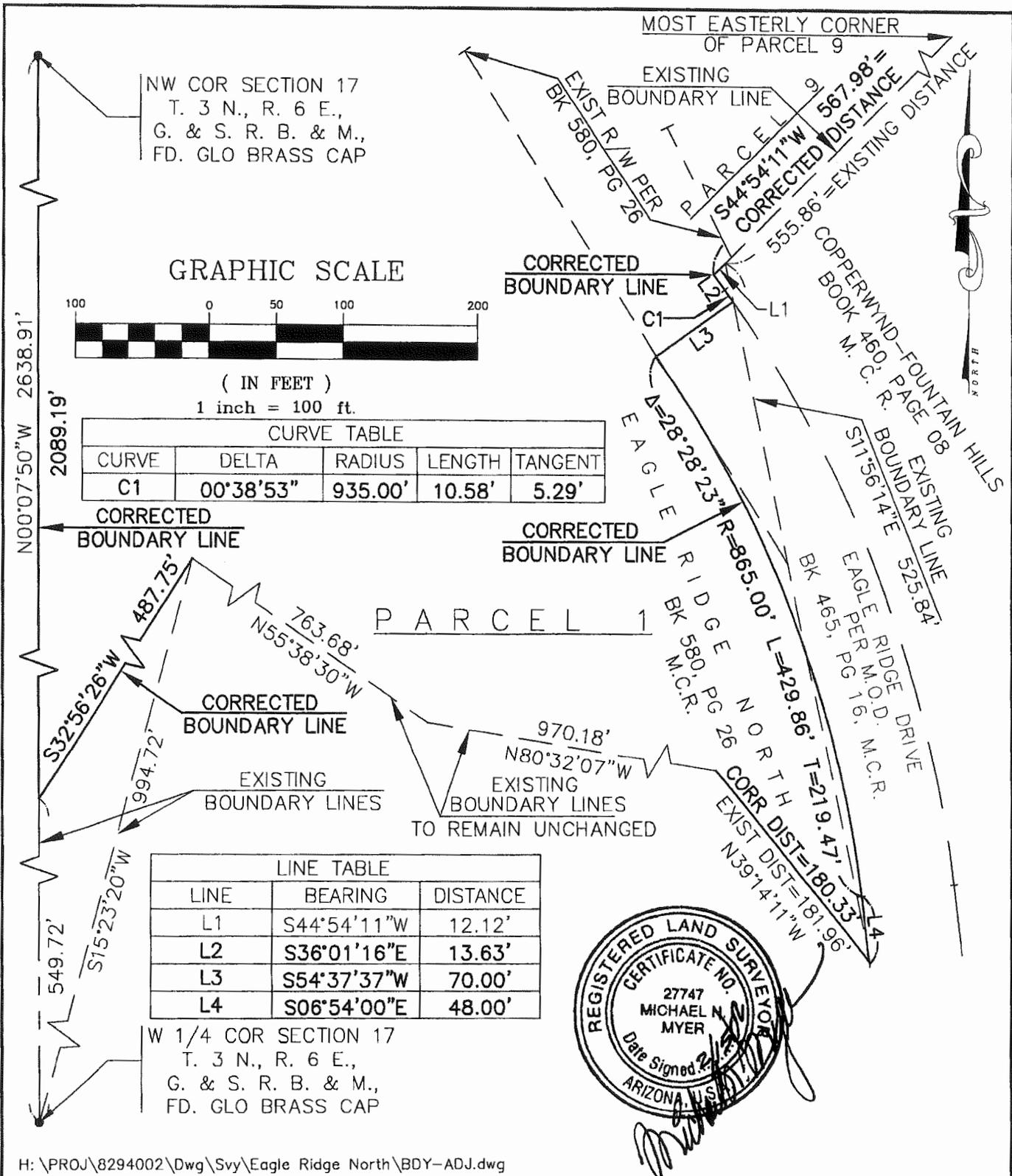
NOTES:

- 1.) SEE ATTACHED "EXHIBIT A" FOR A GRAPHIC DEPICTION OF THE ABOVE DESCRIBED CORRECTIONS AND "EXHIBIT B" FOR THE CORRECTED OVERALL LEGAL DESCRIPTION FOR "EAGLE RIDGE NORTH" SUBDIVISION.
- 2.) THE ABOVE DESCRIBED CORRECTIONS HAVE BEEN REVIEWED AND ACCEPTED BY THE TOWN ENGINEER OF FOUNTAIN HILLS AND THE OWNER OF DESCRIBED LAND, M.C.O. PROPERTIES L.P.
- 3.) SAID CORRECTIONS AND LEGAL DESCRIPTION ARE TO BE INTEGRATED WITH THE RECORDED PLAT OF "EAGLE RIDGE NORTH" AS SHOWN IN BOOK 580, PAGE 26, MARICOPA COUNTY RECORDS.

I, MICHAEL N. MYER, A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY CERTIFY THAT I HAVE INSPECTED THE FINAL PLAT DESCRIBED HEREIN AND HAVE DETERMINED THAT THIS CERTIFICATE OF CORRECTION IS CORRECT AND ACCURATE.



20020187417



H: \PROJ\8294002\Dwg\Svy\Eagle Ridge North\BDY-ADJ.dwg

FOR:	EXHIBIT A	SCALE: 1" = 100'
		SHEET: 1 OF 1
MORRISON MAIERLE, INC. an Arizona Corporation	DRAWING: BDY-ADJ	CERTIFICATE OF CORRECTION EAGLE RIDGE NORTH BOOK 580, PAGE 26, M.C.R. FOUNTAIN HILLS, AZ
	PROJECT: 8294002	
	DRAWN: MNM	
	CHECKED: JGS	

EXHIBIT BLEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 7, 8 AND 17, TOWNSHIP 3 NORTH,
RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7;
THENCE SOUTH 89 DEGREES 57 MINUTES 26 SECONDS WEST, A DISTANCE OF 1009.06 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 04 SECONDS EAST, A DISTANCE OF 1964.34 FEET,
THENCE SOUTH 30 DEGREES 59 MINUTES 00 SECONDS EAST, A DISTANCE OF 127.88 FEET
TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;
THENCE SOUTH 30 DEGREES 59 MINUTES 00 SECONDS EAST, A DISTANCE OF 1736.13 FEET;
THENCE SOUTH 58 DEGREES 17 MINUTES 01 SECONDS EAST, A DISTANCE OF 4704.22 FEET;
THENCE SOUTH 43 DEGREES 25 MINUTES 10 SECONDS WEST, A DISTANCE OF 557.22 FEET;
THENCE NORTH 84 DEGREES 33 MINUTES 11 SECONDS WEST, A DISTANCE OF 1004.50 FEET;
THENCE NORTH 64 DEGREES 24 MINUTES 58 SECONDS WEST, A DISTANCE OF 1155.81 FEET;
THENCE SOUTH 28 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 205.00 FEET;
THENCE SOUTH 43 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 120.82 FEET;
THENCE NORTH 86 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 154.35 FEET
TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING
A RADIUS OF 500.00 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 59 DEGREES 48 MINUTES 50 SECONDS, A DISTANCE OF 521.97 FEET TO A POINT
OF TANGENCY;
THENCE SOUTH 33 DEGREES 15 MINUTES 41 SECONDS EAST, A DISTANCE OF 458.83 FEET
TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING
A RADIUS OF 500.00 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 11 DEGREES 52 MINUTES 12 SECONDS, A DISTANCE OF 103.59 FEET TO A POINT
OF NON-TANGENCY;
THENCE SOUTH 44 DEGREES 54 MINUTES 11 SECONDS WEST, A DISTANCE OF 567.98 FEET
TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE FOR EAGLE RIDGE
DRIVE AS SHOWN ON THE "MAP OF DEDICATION" RECORDED IN BOOK 465, PAGE 16,
MARICOPA COUNTY RECORDS, COMMON WITH THE MOST WESTERLY CORNER OF
"COPPERWYND-FOUNTAIN HILLS" RECORDED IN BOOK 460, PAGE 08, MARICOPA COUNTY
RECORDS;
THENCE SOUTH 36 DEGREES 01 MINUTES 16 SECONDS EAST, ALONG SAID EXISTING
NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 13.63 FEET TO THE BEGINNING OF
A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 935.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID EXISTING CURVED RIGHT OF WAY LINE,
THROUGH A CENTRAL ANGLE OF 00 DEGREES 38 MINUTES 53 SECONDS AN ARC LENGTH
OF 10.58 FEET;
THENCE DEPARTING RADIAL TO SAID CURVE, SOUTH 54 DEGREES 37 MINUTES
37 SECONDS WEST, A DISTANCE OF 70.00 FEET TO A POINT ON THE EXISTING CURVED
SOUTHWESTERLY RIGHT OF WAY LINE FOR EAGLE RIDGE DRIVE CONCENTRIC WITH SAID
EXISTING CURVED NORTHEASTERLY RIGHT OF WAY LINE AND HAVING A RADIUS OF
865.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID EXISTING CURVED RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 28 DEGREES 28 MINUTES 23 SECONDS AN ARC LENGTH OF 429.86 FEET;
THENCE CONTINUING ALONG SAID EXISTING SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 06 DEGREES 54 MINUTES 00 SECONDS EAST, A DISTANCE OF 48.00 FEET;
THENCE DEPARTING SAID EXISTING SOUTHWESTERLY RIGHT OF WAY LINE FOR EAGLE RIDGE DRIVE, NORTH 39 DEGREES 14 MINUTES 11 SECONDS WEST, A DISTANCE OF 180.33 FEET;
THENCE NORTH 80 DEGREES 32 MINUTES 07 SECONDS WEST, A DISTANCE OF 970.18 FEET;
THENCE NORTH 55 DEGREES 38 MINUTES 30 SECONDS WEST, A DISTANCE OF 763.68 FEET;
THENCE SOUTH 32 DEGREES 56 MINUTES 26 SECONDS WEST, A DISTANCE OF 487.75 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 17;
THENCE NORTH 00 DEGREES 07 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 2089.19 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17;
THENCE SOUTH 89 DEGREES 53 MINUTES 25 SECONDS WEST, A DISTANCE OF 649.62 FEET;
THENCE NORTH 46 DEGREES 02 MINUTES 47 SECONDS WEST, A DISTANCE OF 305.98 FEET;
THENCE SOUTH 79 DEGREES 07 MINUTES 35 SECONDS WEST, A DISTANCE OF 180.24 FEET;
THENCE NORTH 38 DEGREES 49 MINUTES 47 SECONDS WEST, A DISTANCE OF 52.63 FEET;
THENCE NORTH 22 DEGREES 00 MINUTES 21 SECONDS EAST, A DISTANCE OF 208.17 FEET;
THENCE NORTH 06 DEGREES 10 MINUTES 13 SECONDS WEST, A DISTANCE OF 111.65 FEET;
THENCE NORTH 62 DEGREES 22 MINUTES 57 SECONDS WEST, A DISTANCE OF 170.42 FEET;
THENCE SOUTH 46 DEGREES 19 MINUTES 28 SECONDS WEST, A DISTANCE OF 489.45 FEET;
THENCE NORTH 48 DEGREES 27 MINUTES 06 SECONDS WEST, A DISTANCE OF 223.14 FEET;
THENCE NORTH 22 DEGREES 32 MINUTES 07 SECONDS WEST, A DISTANCE OF 260.92 FEET;
THENCE NORTH 59 DEGREES 25 MINUTES 15 SECONDS WEST, A DISTANCE OF 306.65 FEET;
THENCE NORTH 85 DEGREES 22 MINUTES 48 SECONDS WEST, A DISTANCE OF 99.32 FEET;
THENCE SOUTH 22 DEGREES 01 MINUTES 23 SECONDS WEST, A DISTANCE OF 288.02 FEET;
THENCE NORTH 86 DEGREES 09 MINUTES 31 SECONDS WEST, A DISTANCE OF 113.38 FEET;
THENCE NORTH 60 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 676.46 FEET;
THENCE NORTH 38 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 190.00 FEET;
THENCE NORTH 47 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 1075.00 FEET;
THENCE SOUTH 85 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 340.00 FEET;
THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 210.00 FEET;
THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 410.00 FEET;
THENCE NORTH 07 DEGREES 11 MINUTES 39 SECONDS WEST, A DISTANCE OF 429.43 FEET;
THENCE NORTH 18 DEGREES 08 MINUTES 06 SECONDS EAST, A DISTANCE OF 302.00 FEET;
THENCE SOUTH 75 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 402.66 FEET;
THENCE NORTH 53 DEGREES 50 MINUTES 54 SECONDS EAST, A DISTANCE OF 271.22 FEET;
THENCE NORTH 22 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 270.93 FEET;
THENCE NORTH 82 DEGREES 23 MINUTES 06 SECONDS WEST, A DISTANCE OF 718.98 FEET;
THENCE NORTH 03 DEGREES 06 MINUTES 15 SECONDS WEST, A DISTANCE OF 234.93 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, TO WHICH A RADIAL LINE BEARS NORTH 03 DEGREES 06 MINUTES 15 SECONDS WEST, SAID CURVE HAVING A RADIUS OF 40.00 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 241 DEGREES 26 MINUTES 20 SECONDS, A DISTANCE OF 168.56 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49 DEGREES 36 MINUTES 42 SECONDS, A DISTANCE OF 43.29 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 81 DEGREES 16 MINUTES 37 SECONDS EAST, A DISTANCE OF 74.85 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 180.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES 02 MINUTES 53 SECONDS, A DISTANCE OF 110.11 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE NORTH 24 DEGREES 24 MINUTES 05 SECONDS WEST, A DISTANCE OF 263.43 FEET;

THENCE NORTH 60 DEGREES 05 MINUTES 20 SECONDS EAST, A DISTANCE OF 119.65 FEET;

THENCE SOUTH 59 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 140.64 FEET;

THENCE SOUTH 26 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 157.37 FEET;

THENCE NORTH 79 DEGREES 33 MINUTES 28 SECONDS EAST, A DISTANCE OF 23.39 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 190.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 11 MINUTES 05 SECONDS, A DISTANCE OF 83.52 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 180.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 23 MINUTES 35 SECONDS, A DISTANCE OF 76.63 FEET TO A POINT OF TANGENCY;

THENCE NORTH 80 DEGREES 20 MINUTES 58 SECONDS EAST, A DISTANCE OF 25.25 FEET;

THENCE NORTH 09 DEGREES 39 MINUTES 02 SECONDS WEST, A DISTANCE OF 37.22 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 430.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 05 MINUTES 43 SECONDS, A DISTANCE OF 188.34 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE NORTH 62 DEGREES 36 MINUTES 57 SECONDS EAST, A DISTANCE OF 405.10 FEET;

THENCE SOUTH 53 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 542.54 FEET;

THENCE SOUTH 66 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 497.09 FEET;

THENCE SOUTH 51 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 419.71 FEET;

THENCE SOUTH 46 DEGREES 40 MINUTES 41 SECONDS EAST, A DISTANCE OF 251.52 FEET;

THENCE NORTH 46 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 69.23 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 40.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES 39 MINUTES 33 SECONDS, A DISTANCE OF 24.89 FEET TO A POINT ON A REVERSE CURVE, CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 40.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 251 DEGREES 19 MINUTES 06 SECONDS, A DISTANCE OF 175.45 FEET TO A POINT ON A REVERSE CURVE, CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 40.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES 39 MINUTES 33 SECONDS, A DISTANCE OF 24.89 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 252.63 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 375.00 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 16 MINUTES 28 SECONDS, A DISTANCE OF 41.07 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE SOUTH 36 DEGREES 31 MINUTES 11 SECONDS EAST, A DISTANCE OF 119.42 FEET;

THENCE NORTH 58 DEGREES 32 MINUTES 12 SECONDS EAST, A DISTANCE OF 396.00 FEET;

THENCE NORTH 84 DEGREES 44 MINUTES 21 SECONDS EAST, A DISTANCE OF 146.14 FEET;

THENCE NORTH 44 DEGREES 03 MINUTES 01 SECONDS EAST, A DISTANCE OF 265.40 FEET;

THENCE SOUTH 75 DEGREES 45 MINUTES 17 SECONDS EAST, A DISTANCE OF 73.67 FEET;

THENCE SOUTH 52 DEGREES 48 MINUTES 24 SECONDS EAST, A DISTANCE OF 227.70 FEET;

THENCE SOUTH 66 DEGREES 02 MINUTES 43 SECONDS EAST, A DISTANCE OF 267.88 FEET;

THENCE NORTH 59 DEGREES 08 MINUTES 54 SECONDS EAST, A DISTANCE OF 394.36 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

EXCEPTING THEREFROM THE CHAPARRAL CITY WATER COMPANY RESERVOIR SITE #6
PER DOC. #96-0426325. (107,036 SQUARE FEET/2.46 ACRES MORE OR LESS).

THE ABOVE DESCRIBED PARCEL CONTAINS 18,703,633 SQUARE FEET OR 429.38 ACRES
MORE OR LESS.

20020187417



EXHIBIT A-2
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[Map – Eagle Ridge North Property]

See following pages.

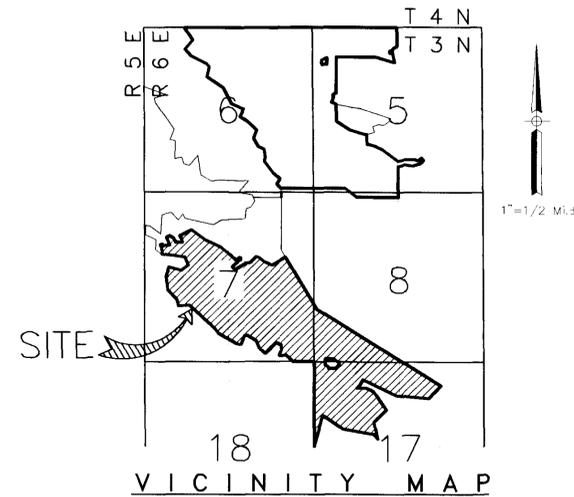
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 7, 8 AND 17, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 57 MINUTES 26 SECONDS WEST, A DISTANCE OF 1009.06 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 04 SECONDS EAST, A DISTANCE OF 1964.34 FEET; THENCE SOUTH 30 DEGREES 59 MINUTES 00 SECONDS EAST, A DISTANCE OF 127.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 30 DEGREES 59 MINUTES 00 SECONDS EAST, A DISTANCE OF 1736.13 FEET; THENCE SOUTH 58 DEGREES 17 MINUTES 01 SECONDS EAST, A DISTANCE OF 4704.22 FEET; THENCE SOUTH 43 DEGREES 25 MINUTES 10 SECONDS WEST, A DISTANCE OF 557.22 FEET; THENCE NORTH 84 DEGREES 33 MINUTES 11 SECONDS WEST, A DISTANCE OF 1004.50 FEET; THENCE NORTH 64 DEGREES 24 MINUTES 58 SECONDS WEST, A DISTANCE OF 1155.81 FEET; THENCE SOUTH 28 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 205.00 FEET; THENCE SOUTH 43 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 120.82 FEET; THENCE NORTH 86 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 154.35 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59 DEGREES 48 MINUTES 50 SECONDS, A DISTANCE OF 521.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 33 DEGREES 15 MINUTES 41 SECONDS EAST, A DISTANCE OF 458.83 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 52 MINUTES 12 SECONDS, A DISTANCE OF 103.59 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 44 DEGREES 54 MINUTES 11 SECONDS WEST, A DISTANCE OF 555.86 FEET; THENCE SOUTH 11 DEGREES 56 MINUTES 14 SECONDS EAST, A DISTANCE OF 525.84 FEET; THENCE NORTH 39 DEGREES 14 MINUTES 11 SECONDS WEST, A DISTANCE OF 181.96 FEET; THENCE NORTH 80 DEGREES 32 MINUTES 07 SECONDS WEST, A DISTANCE OF 970.18 FEET; THENCE NORTH 55 DEGREES 38 MINUTES 30 SECONDS WEST, A DISTANCE OF 763.68 FEET; THENCE SOUTH 15 DEGREES 23 MINUTES 20 SECONDS WEST, A DISTANCE OF 994.72 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 07 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 2638.91 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE SOUTH 89 DEGREES 53 MINUTES 25 SECONDS WEST, A DISTANCE OF 649.62 FEET; THENCE NORTH 46 DEGREES 02 MINUTES 47 SECONDS WEST, A DISTANCE OF 305.98 FEET; THENCE SOUTH 79 DEGREES 07 MINUTES 35 SECONDS WEST, A DISTANCE OF 180.24 FEET; THENCE NORTH 38 DEGREES 49 MINUTES 47 SECONDS WEST, A DISTANCE OF 52.63 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 21 SECONDS EAST, A DISTANCE OF 208.17 FEET; THENCE NORTH 06 DEGREES 10 MINUTES 13 SECONDS WEST, A DISTANCE OF 111.65 FEET; THENCE NORTH 62 DEGREES 22 MINUTES 57 SECONDS WEST, A DISTANCE OF 170.42 FEET; THENCE SOUTH 46 DEGREES 19 MINUTES 28 SECONDS WEST, A DISTANCE OF 489.45 FEET; THENCE NORTH 48 DEGREES 27 MINUTES 06 SECONDS WEST, A DISTANCE OF 223.14 FEET; THENCE NORTH 22 DEGREES 32 MINUTES 07 SECONDS WEST, A DISTANCE OF 260.92 FEET; THENCE NORTH 59 DEGREES 25 MINUTES 15 SECONDS WEST, A DISTANCE OF 306.65 FEET; THENCE NORTH 85 DEGREES 22 MINUTES 48 SECONDS WEST, A DISTANCE OF 99.32 FEET; THENCE SOUTH 22 DEGREES 01 MINUTES 23 SECONDS WEST, A DISTANCE OF 288.02 FEET; THENCE NORTH 86 DEGREES 09 MINUTES 31 SECONDS WEST, A DISTANCE OF 113.38 FEET; THENCE NORTH 60 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 676.46 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 190.00 FEET; THENCE NORTH 47 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 1075.00 FEET; THENCE SOUTH 85 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 340.00 FEET; THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 210.00 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 410.00 FEET; THENCE NORTH 07 DEGREES 11 MINUTES 39 SECONDS WEST, A DISTANCE OF 429.43 FEET; THENCE NORTH 18 DEGREES 08 MINUTES 06 SECONDS EAST, A DISTANCE OF 302.00 FEET; THENCE SOUTH 75 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 402.66 FEET; THENCE NORTH 53 DEGREES 50 MINUTES 54 SECONDS EAST, A DISTANCE OF 271.22 FEET; THENCE NORTH 22 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 270.93 FEET; THENCE NORTH 82 DEGREES 23 MINUTES 06 SECONDS WEST, A DISTANCE OF 718.98 FEET; THENCE NORTH 03 DEGREES 06 MINUTES 15 SECONDS WEST, A DISTANCE OF 234.93 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, TO WHICH A RADIAL LINE BEARS NORTH 03 DEGREES 06 MINUTES 15 SECONDS WEST, SAID CURVE HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 241 DEGREES 26 MINUTES 20 SECONDS, A DISTANCE OF 168.55 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49 DEGREES 36 MINUTES 42 SECONDS, A DISTANCE OF 43.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 81 DEGREES 16 MINUTES 37 SECONDS EAST, A DISTANCE OF 74.85 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 180.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES 02 MINUTES 53 SECONDS, A DISTANCE OF 110.11 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 24 DEGREES 24 MINUTES 05 SECONDS WEST, A DISTANCE OF 263.43 FEET; THENCE NORTH 60 DEGREES 05 MINUTES 20 SECONDS EAST, A DISTANCE OF 119.65 FEET; THENCE SOUTH 59 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 140.64 FEET; THENCE SOUTH 26 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 157.37 FEET; THENCE NORTH 79 DEGREES 33 MINUTES 28 SECONDS EAST, A DISTANCE OF 23.39 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 190.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 11 MINUTES 05 SECONDS, A DISTANCE OF 83.52 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 180.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 23 MINUTES 35 SECONDS, A DISTANCE OF 76.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 80 DEGREES 20 MINUTES 58 SECONDS EAST, A DISTANCE OF 25.25 FEET; THENCE NORTH 09 DEGREES 39 MINUTES 02 SECONDS WEST, A DISTANCE OF 37.22 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 430.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 05 MINUTES 43 SECONDS, A DISTANCE OF 188.34 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 62 DEGREES 36 MINUTES 57 SECONDS EAST, A DISTANCE OF 405.10 FEET; THENCE SOUTH 53 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 542.54 FEET; THENCE SOUTH 66 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 497.09 FEET; THENCE SOUTH 51 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 419.71 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 41 SECONDS EAST, A DISTANCE OF 251.52 FEET; THENCE NORTH 46 DEGREES 05 MINUTES 32 SECONDS EAST, A DISTANCE OF 69.23 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES 39 MINUTES 33 SECONDS, A DISTANCE OF 24.89 FEET TO A POINT ON A REVERSE CURVE, CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 40.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 251 DEGREES 19 MINUTES 06 SECONDS, A DISTANCE OF 175.45 FEET TO A POINT ON A REVERSE CURVE, CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES 39 MINUTES 33 SECONDS, A DISTANCE OF 24.89 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 05 MINUTES 32 SECONDS WEST, A DISTANCE OF 375.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 16 MINUTES 28 SECONDS, A DISTANCE OF 41.07 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 36 DEGREES 31 MINUTES 11 SECONDS EAST, A DISTANCE OF 119.42 FEET; THENCE NORTH 58 DEGREES 32 MINUTES 12 SECONDS EAST, A DISTANCE OF 396.00 FEET; THENCE NORTH 84 DEGREES 44 MINUTES 21 SECONDS EAST, A DISTANCE OF 146.14 FEET; THENCE NORTH 44 DEGREES 03 MINUTES 01 SECONDS EAST, A DISTANCE OF 265.40 FEET; THENCE SOUTH 75 DEGREES 45 MINUTES 17 SECONDS EAST, A DISTANCE OF 73.67 FEET; THENCE SOUTH 52 DEGREES 48 MINUTES 24 SECONDS EAST, A DISTANCE OF 227.70 FEET; THENCE SOUTH 66 DEGREES 02 MINUTES 43 SECONDS EAST, A DISTANCE OF 267.88 FEET; THENCE NORTH 59 DEGREES 08 MINUTES 54 SECONDS EAST, A DISTANCE OF 394.36 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXCEPTING THEREFROM THE CHAPARRAL CITY WATER COMPANY RESERVOIR SITE #6 PER DOC. #96-0426325 THE ABOVE DESCRIBED PARCEL CONTAINS 18,783,045 SQUARE FEET OR 431.20 ACRES MORE OR LESS.

FINAL PLAT OF EAGLE RIDGE NORTH PORTIONS OF SECTIONS 7, 8 AND 17, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT MCO PROPERTIES L.P., A DELAWARE LIMITED PARTNERSHIP, DBA MCO LIMITED PARTNERSHIP, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF EAGLE RIDGE NORTH, BEING PORTIONS OF SECTIONS 7, 8 AND 17, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID EAGLE RIDGE NORTH AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, PARCELS AND EASEMENTS CONSTITUTING THE SAME, AND THAT EACH STREET, PARCEL AND EASEMENT SHALL BE KNOWN BY THE NUMBER, NAME OR LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT, AND THAT MCO PROPERTIES L.P., A DELAWARE LIMITED PARTNERSHIP, DBA MCO LIMITED PARTNERSHIP, AS OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

EAGLE RIDGE DRIVE IS HEREBY DEDICATED TO AND MAINTAINED BY THE TOWN OF FOUNTAIN HILLS, ARIZONA. MCO PROPERTIES L.P., AS OWNER, HEREBY GRANTS TO THE PUBLIC, APPLICABLE UTILITY COMPANIES AND SERVICE PROVIDERS, AN EASEMENT OVER SAID EAGLE RIDGE DRIVE FOR THE INSTALLATION, OPERATION AND FURNISHING OF MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING WITHOUT LIMITATION, WATER, SEWER, ELECTRIC, GAS, TELEPHONE AND CABLE TV, ALONG WITH INGRESS AND EGRESS FOR THE OPERATION AND MAINTENANCE OF SUCH UTILITIES AND FOR TRASH REMOVAL AND EMERGENCY SERVICE VEHICLES.

IN WITNESS WHEREOF:

THAT MCO PROPERTIES L.P., A DELAWARE LIMITED PARTNERSHIP, DBA MCO LIMITED PARTNERSHIP, AS OWNER, HAS HEREUINTO CAUSED THEIR NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE UNDERSIGNED.

MCO PROPERTIES L.P., A DELAWARE LIMITED PARTNERSHIP, DBA MCO LIMITED PARTNERSHIP

BY: MCO PROPERTIES INC., A DELAWARE CORPORATION, THE GENERAL PARTNER

BY: S. S. Riehl ITS: J.P. DATE: 12/19/01

ACKNOWLEDGMENT

STATE OF ARIZONA } COUNTY OF MARICOPA }

ON THIS, THE 19th DAY OF DECEMBER, 2001, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED GREGORY S. BUELL WHO ACKNOWLEDGED THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF I HEREUINTO SET MY HAND AND OFFICIAL SEAL.

Melanie S. Pavlet MY COMMISSION EXPIRES 11-4-02 NOTARY PUBLIC



SHEET INDEX

Table with 2 columns: SHEET NO. and DESCRIPTION. Row 1: 1 COVER SHEET. Row 2: 2 SHEET/PARCEL INDEX. Row 3: 3-10 MAPS

LEGEND

- INDICATES BOUNDARY CORNER, SET 1/2" REBAR WITH RLS 27747 CAP
INDICATES FOUND BRASS CAP IN HAND HOLE
INDICATES FOUND MONUMENT AS SHOWN
INDICATES SET BRASS CAP FLUSH UPON COMPLETION, PER MAG STD DET 120-1, TYPE "B"
BOUNDARY LINE
MATCH LINE
PARCEL LINE
EASEMENT LINE
PUE/SWE PUBLIC UTILITY EASEMENT/SIDEWALK EASEMENT
(R) RADIAL
(NR) NON-RADIAL
(REC) RECORD
(MEA) MEASURED

ASSURED WATER SUPPLY

THE DEPARTMENT OF WATER RESOURCES HAS DETERMINED THAT CHAPARRAL CITY WATER COMPANY HAS AN ASSURED WATER SUPPLY.

ASSURANCE STATEMENT

ASSURANCE IN THE FORM OF A SUBDIVISION/OFFSITE IMPROVEMENT BONDS FROM AMERICAN MOTORISTS INSURANCE COMPANY IN THE AMOUNT OF \$ 3,830,000.00 HAS BEEN PROVIDED TO THE TOWN ENGINEER TO GUARANTEE CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

IN ACCORDANCE WITH THE MCO COMMITMENT LETTER DATED DECEMBER 17, 2001, ON FILE WITH THE TOWN OF FOUNTAIN HILLS, NO CONSTRUCTION ASSURANCE HAS BEEN REQUIRED BY THE TOWN TO BE POSTED FOR THE WATER TANK AND WATER BOOSTER STATION WITH THE RECORDATION OF THIS PLAT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DEVELOPMENT RUNS "SOUTH" FROM NORTH QUARTER CORNER OF SECTION 5, T. 3 N., R. 6 E., ALONG THE WESTERLY BOUNDARY LINE OF THE "FOUNTAIN HILLS ARIZONA FINAL PLAT NO. 506-B" SUBDIVISION AS RECORDED IN BOOK 159 OF MAPS, PAGE 03, MARICOPA COUNTY RECORDS, ARIZONA.

SAID LINE BEARS: "S. 00°00'00" E."

OWNER/DEVELOPER

MCO PROPERTIES LIMITED PARTNERSHIP 16930 EAST PALISADES BOULEVARD FOUNTAIN HILLS, AZ 85268 TEL: (480) 837-9660 FAX: (480) 837-1677

CONTACT: K. MICHAEL SNODGRASS

NOTES

- 1. THE APPROXIMATE CENTERLINE FOR AN INGRESS AND EGRESS EASEMENT TO THE FUTURE WATER RESERVOIR SITE ADJOINING PARCEL 4 IS SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY. THE ACTUAL ALIGNMENT WILL BE DEFINED ON THE SUBSEQUENT FINAL PLAT FOR PARCEL 4.
2. THE APPROXIMATE CENTERLINE FOR AN INGRESS AND EGRESS EASEMENT TO THE EXISTING WATER RESERVOIR SITE ADJACENT TO PARCEL 8 IS SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY. THE ACTUAL ALIGNMENT WILL BE DEFINED ON THE SUBSEQUENT FINAL PLAT FOR PARCEL 8.
3. 80' WIDE CROSS ACCESS EASEMENT DOC. # 98-07271730 TO BE ABANDONED BY SEPARATE DOCUMENT PRIOR TO RECORDATION OF THE FINAL MASTER PLAT.
4. EASEMENTS OUTSIDE THE RIGHT OF WAY WILL BE GRANTED WITH THE FINAL PARCEL PLATS OR BY SEPARATE INSTRUMENT UPON REQUEST FROM THE TOWN.
5. A TOTAL DISTURBANCE ALLOWANCE OF 9,420,500 SQUARE FEET WILL BE ALLOCATED, ON A LOT BY LOT BASIS, ON THE FINAL PLATS FOR EAGLE RIDGE NORTH AND EAGLES NEST. THE TOTAL DISTURBANCE ALLOWANCE SHALL BE EXHAUSTED THROUGH THE LOT BY LOT ALLOCATION, LEAVING NO RESIDUAL FOR ADDITIONAL ON-SITE OR OFF-SITE ALLOCATION. THE MAXIMUM ALLOCATION TO ANY INDIVIDUAL LOT SHALL BE 35,000 SQUARE FEET.
6. THE RIGHT OF WAY BETWEEN PARCELS 6 AND 7 WILL BE DEDICATED WITH THE FIRST OF THE ADJACENT FINAL PARCEL PLATS TO BE RECORDED.
7. PARCEL 1 WILL PROVIDE FUTURE ACCESS TO THE ADJACENT PROPERTY TO THE WEST.

TOWN APPROVAL

APPROVED BY THE TOWN COUNCIL OF FOUNTAIN HILLS, ARIZONA, THIS 19th DAY OF DECEMBER, 2001.

BY: Sharon Morgan DATE: 12/20/01 MAYOR SHARON MORGAN

APPROVAL

THIS PLAT WAS APPROVED BY THE TOWN ENGINEER AND THE COMMUNITY DEVELOPMENT DIRECTOR:

BY: Randy Harrel DATE: 12-20-2001 TOWN ENGINEER RANDY HARREL

BY: Jeff Valder DATE: 12-20-2001 COMMUNITY DEVELOPMENT DIRECTOR JEFF VALDER

ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC. 7600 N. 15TH STREET, SUITE 250 PHOENIX, AZ 85020 TELE: (602) 906-1167 FAX: (602) 977-9764 CONTACT: ENDA MELVIN, PE

SURVEYOR

MORRISON-MAIERLE, INC. 120 N. 44TH STREET, SUITE 410 PHOENIX, AZ 85034-1822 TELE: (602) 244-9662 FAX: (602) 244-9472 CONTACT: MICHAEL N. MYER, R.L.S.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBDIVISION MONUMENTATION AND TRACT CORNERS OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2001, THAT THE MONUMENTS SET FOR THE PLAT ARE TRUE AND COMPLETE AS SHOWN. THAT THE SUBDIVISION BOUNDARY AND PARCEL BOUNDARY MONUMENTS EXIST OR WILL BE SET WITHIN 90 DAYS OF RECORDATION. THE CENTERLINE AND RIGHT OF WAY MONUMENTS SHALL BE SET AT COMPLETION OF CONSTRUCTION, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BOOK 580 PAGE 26

OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL

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VERIFY SCALE BY PRINTING THE DIMENSIONS ON THIS PLAT AND MEASURING ONE INCH ON ORIGINAL DRAWING. MODIFY SCALE ACCORDINGLY.

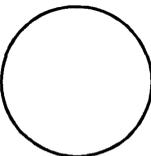


Table with 4 columns: NO., DESCRIPTION, DATE, BY. Includes a row for REVISIONS.

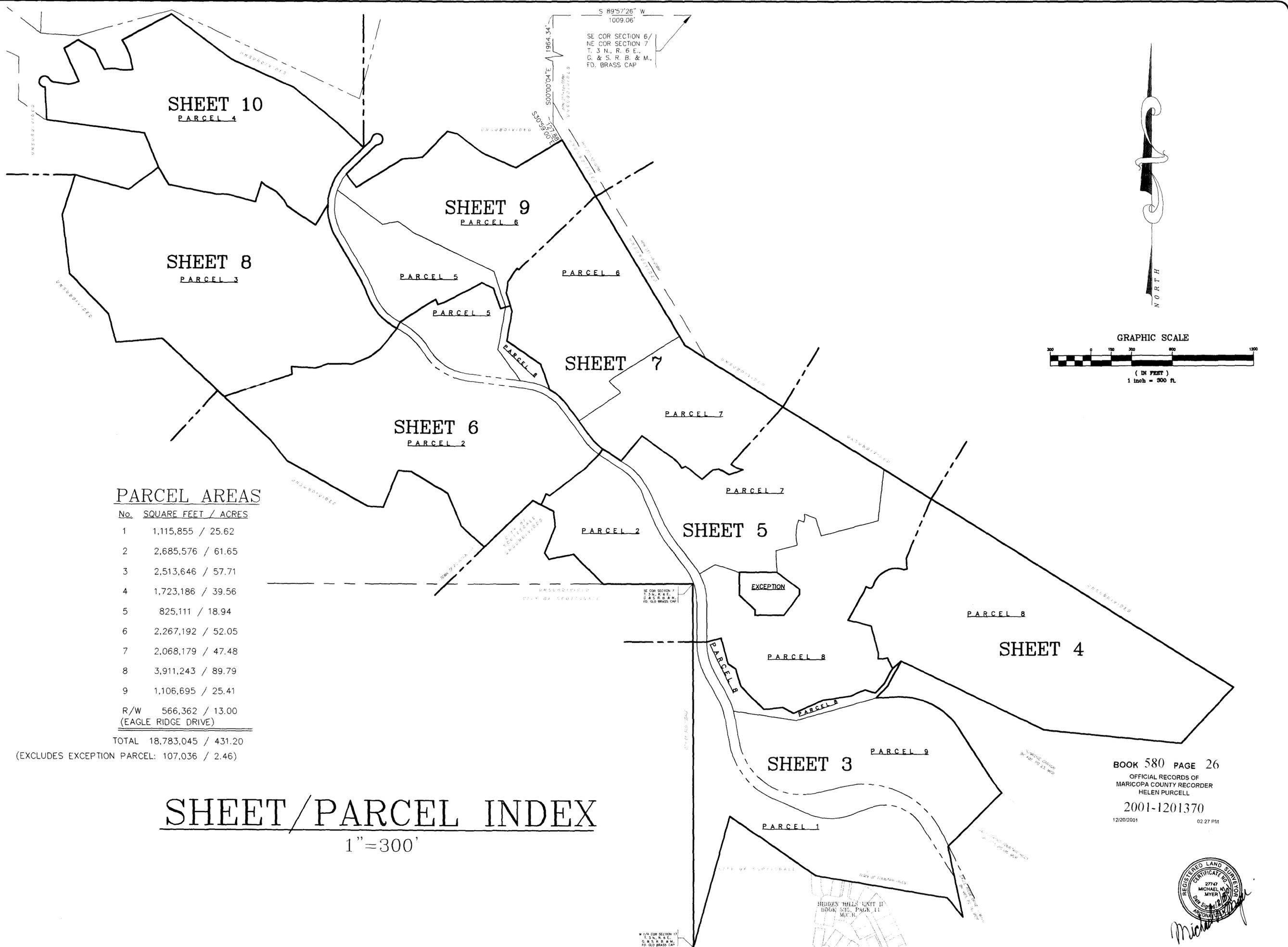
MORRISON MAIERLE, INC. ENGINEERS, SCIENTISTS, SURVEYORS, PLANNERS. 120 N. 44th Street, Suite 410 Phoenix, AZ 85034-1822. Phone: (602) 244-9662 Fax: (602) 244-9472

Table with 4 columns: DRAWN BY, CHECKED BY, DATE, BY. Includes a row for Q.A. REVIEW.

FINAL PLAT OF EAGLE RIDGE NORTH FOUNTAIN HILLS, ARIZONA PARTS OF SECTIONS 7, 8 & 17, T. 3 N., R. 6 E., G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

Table with 2 columns: PROJECT NO. (8294002) and SHEET NUMBER (1 OF 10).

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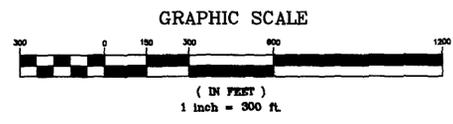
PARCEL AREAS

No.	SQUARE FEET / ACRES
1	1,115,855 / 25.62
2	2,685,576 / 61.65
3	2,513,646 / 57.71
4	1,723,186 / 39.56
5	825,111 / 18.94
6	2,267,192 / 52.05
7	2,068,179 / 47.48
8	3,911,243 / 89.79
9	1,106,695 / 25.41
R/W	566,362 / 13.00 (EAGLE RIDGE DRIVE)
TOTAL	18,783,045 / 431.20

(EXCLUDES EXCEPTION PARCEL: 107,036 / 2.46)

SHEET/PARCEL INDEX

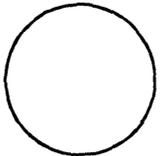
1" = 300'



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MARICOPA COUNTY RECORDER
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SCIENTISTS
SURVEYORS
PLANNERS
Email: phoenix@maerle.com
Phone: (602) 244-9862
Fax: (602) 244-9472
MORRISON MAERLE, INC.
an Artrans Corporation
120 N. 44th Street, Suite 410
Phoenix, AZ 85034-1822
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DRAWN BY: MAM
CHK'D BY: JGS
APPR. BY: JGS
DATE: 12/20/01
BY: D.A. REVIEW
DATE:

FINAL PLAT
EAGLE RIDGE NORTH
FOUNTAIN HILLS, AZ
PARTS OF SECTIONS 7, 8 & 17, T. 3 N., R. 6 E.,
G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

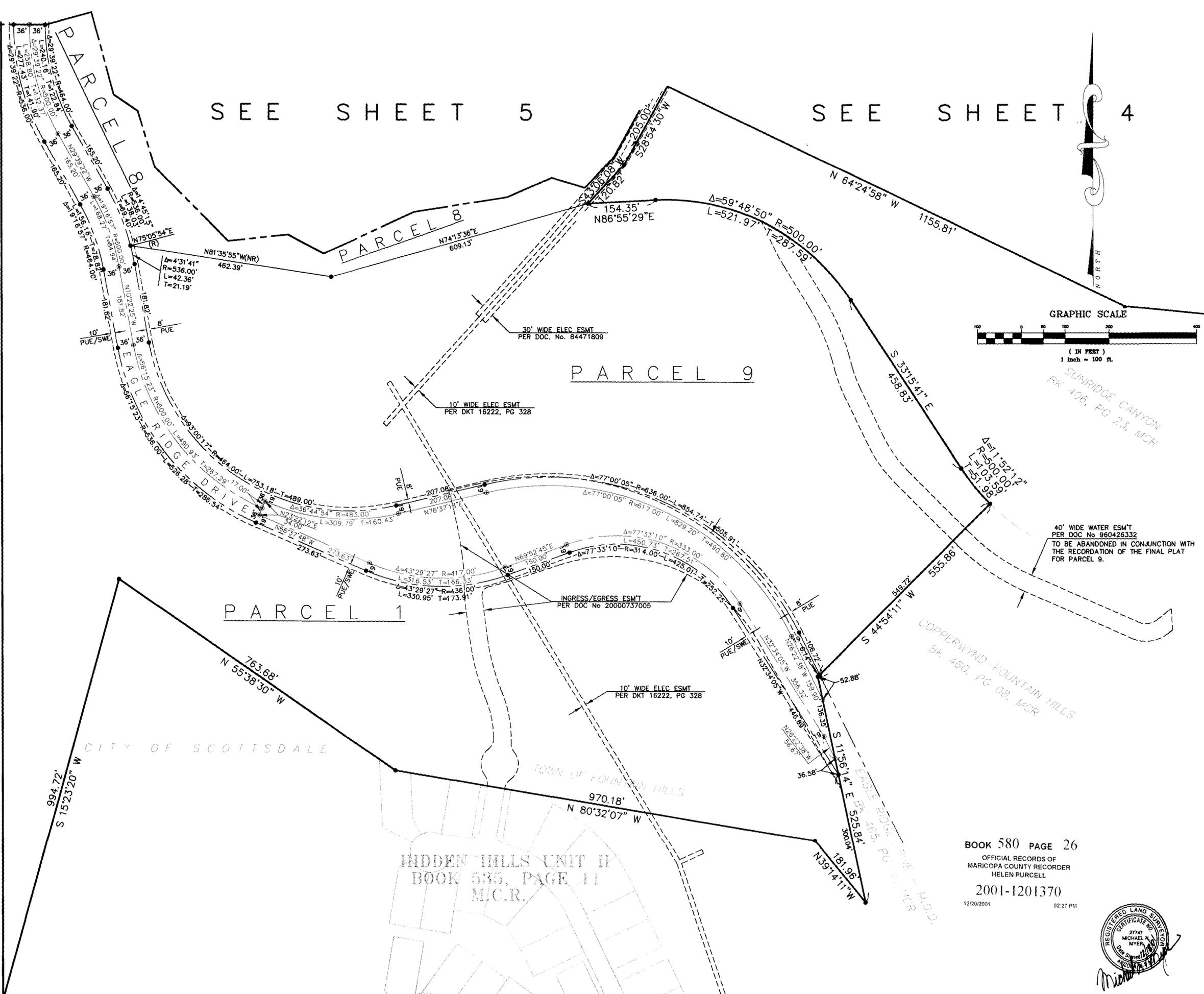
PROJECT NO.
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2 OF 10

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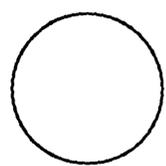
W 1/4 COR SECTION 17
T. 3 N., R. 6 E.,
G. & S. R. B. & M.,
FD. GLO BRASS CAP

CITY OF SCOTTSDALE

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ORIGINAL DRAWING.



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SCIENTISTS
SURVEYORS
PLANNERS

120 N. 44th Street, Suite 410
Phoenix, AZ 85018-1682
Phone: (602) 244-9952
Fax: (602) 244-9972
E-mail: phoenix@maierle.com

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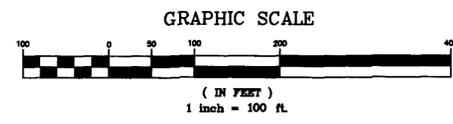
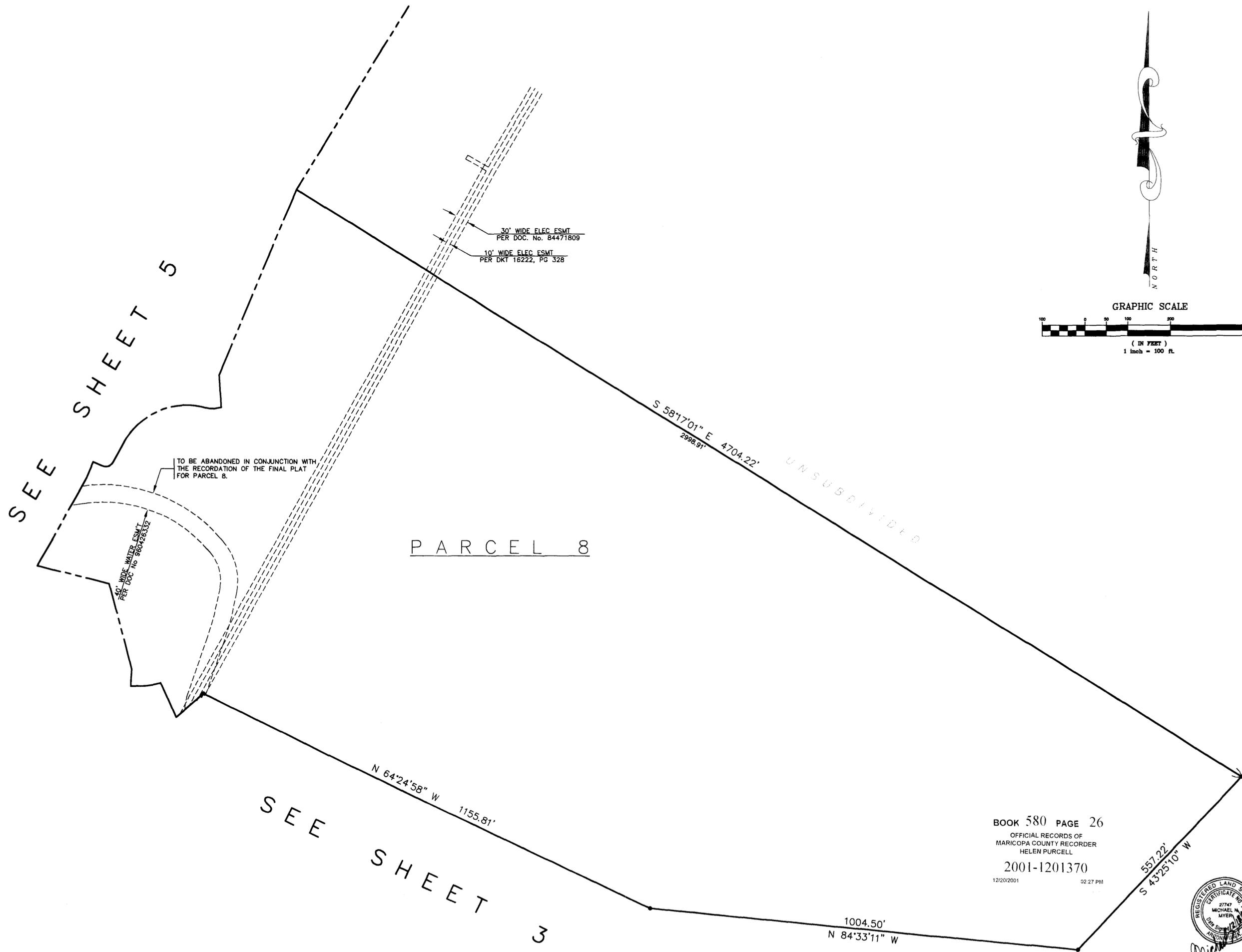
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CHKD. BY: JGS
APPR. BY: JGS
DATE: 12/20/03
BY: G.A. REVIEW
DATE:

FINAL PLAT
EAGLE RIDGE NORTH
FOUNTAIN HILLS,
PARTS OF SECTIONS 7, 8 & 17, T. 3 N., R. 6 E.,
G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

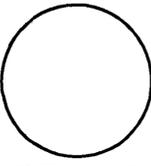
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3 OF 10

BOOK 580 PAGE 26
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
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ENGINEERS
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 Phoenix, AZ 85034-1822

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Email: phone@mm-m.net
 Phone: (602) 244-9662
 Fax: (602) 244-9472

DRAWN BY: MAMA	DATE: 12/2/2001
CHKD BY: JCS	BY: O.A. REVIEW
APPR BY: JCS	DATE: 12/2/2001

FINAL PLAT
 EAGLE RIDGE NORTH
 FOUNTAIN HILLS, AZ
 PARTS OF SECTIONS 7, 8 & 17, T. 3 N., R. 6 E.,
 G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

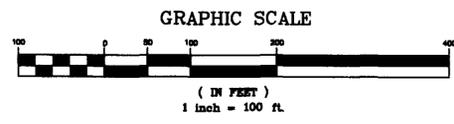
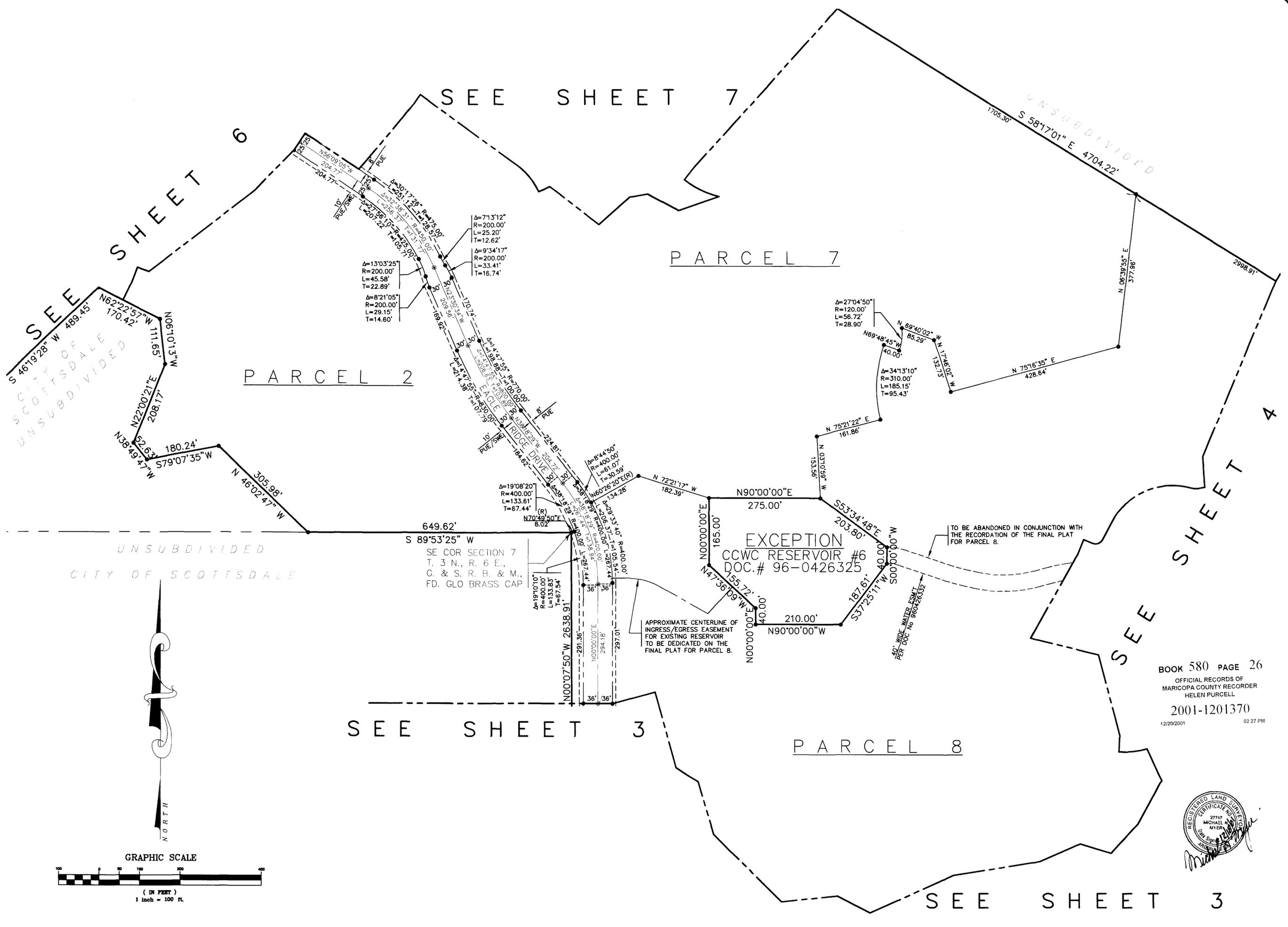
PROJECT NO.
 8294002

SHEET NUMBER
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 4 OF 10

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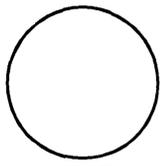
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BOOK 580 PAGE 26
 OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL
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 SCIENTISTS
 SURVEYORS
 PLANNERS

MORRISON MAIERLE, INC.
 an Arizona Corporation

120 N. 44th Street, Suite 410
 Phoenix, AZ 85034-1822
 For: (602) 444-9472
 Fax: (602) 444-9472
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DRAWN BY: MINM	DATE: 12/20/01
CHKD. BY: JGS	BY: G.A. REVIEW
APPR. BY: _____	DATE: _____

FINAL PLAT
EAGLE RIDGE NORTH
 FOUNTAIN HILLS, AZ
 PARTS OF SECTIONS 7, 8 & 17, T. 3 N., R. 6 E.,
 G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

PROJECT NO.
8294002
 SHEET NUMBER
5
 5 OF 10

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SEE SHEET 8

SEE SHEET 9

SEE SHEET 7

PARCEL 2

PARCEL 5

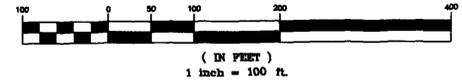
PARCEL 6

SEE SHEET 5

UNSUBDIVIDED

TOWN OF FOUNTAIN HILLS

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

BOOK 580 PAGE 26

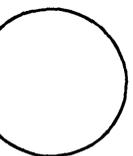
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PLANNERS

**MORRISON
MAIERLE, INC.**
an Arizona Corporation

120 N. 44th Street, Suite 410
Phoenix, AZ 85034-1822

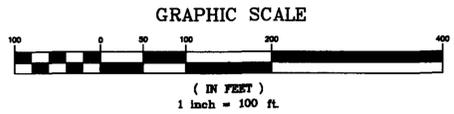
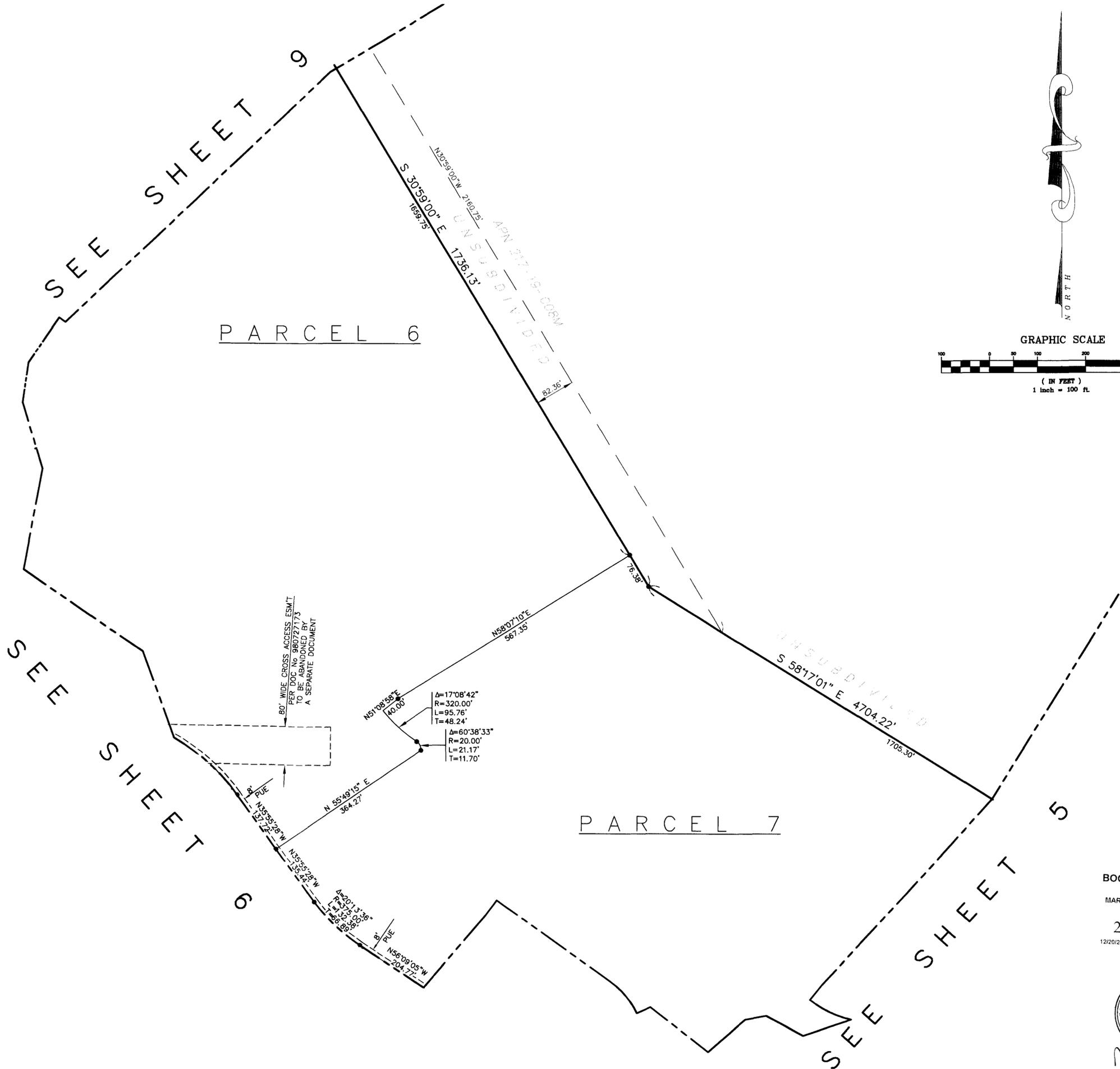
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Email: phoenix@m-m.net
Phone: (602) 244-9662
Fax: (602) 244-9472

DRAWN BY: MINM
CHKD. BY: JCS
APPR. BY:
DATE: 12/20/01
BY: G.A. REVIEW
DATE:

FINAL PLAT
EAGLE RIDGE NORTH
FOUNTAIN HILLS, AZ
PARTS OF SECTIONS 7, 8 & 17, T. 3 N., R. 6 E.,
G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

PROJECT NO.
8294002
SHEET NUMBER
6
8 OF 10



BOOK 580 PAGE 26
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2001-1201370
12/20/2001 02:27 PM



FINAL PLAT
EAGLE RIDGE NORTH
FOUNTAIN HILLS, AZ
PARTS OF SECTIONS 7, 8 & 17, T. 3 N., R. 6 E.,
G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

PROJECT NO.
8294002
SHEET NUMBER
7
OF 10

DRAWN BY: JMM
CHKD. BY: JGS
APPR. BY: JGS
DATE: 12/20/01
BY: G.A. REVIEW
DATE:

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an Arizona Corporation
120 N. 44th Street, Suite 410
Phoenix, AZ 85034-1822
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ENGINEERS
SCIENTISTS
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PLANNERS
Email: phoenix@mm.net
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Fax: (602) 244-9472

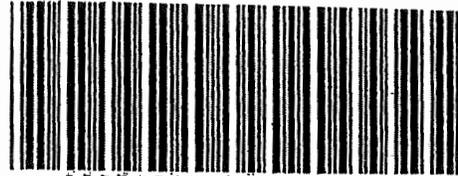
NO.	DESCRIPTION	REVISIONS	DATE BY

VERIFY SCALE
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MODIFY SCALE
ACCORDINGLY

EXHIBIT B-1
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[Legal Description – Eagles Nest Property]

See following pages.



OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL
 2002-0624617 06/19/02 14:19
 1 OF 1

REVERE

WHEN RECORDED, MAIL TO:

MORRISON-MAIERLE, INC.
 120 NORTH 44TH STREET, SUITE 410
 PHOENIX, AZ 85034-1822
 (602) 244-9662
 ATTN: MICHAEL N. MYER, R.L.S.

CERTIFICATE OF CORRECTION
 TO
 THE FINAL PLAT OF
 EAGLES NEST

PORTIONS OF SECTIONS 5, 6, 7 AND 8, TOWNSHIP 3 NORTH, RANGE 6 EAST OF
 THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF FOUNTAIN HILLS,
 MARICOPA COUNTY, ARIZONA,
 AS RECORDED IN BOOK 580 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS.

THE ABOVE REFERENCED PLAT IS HEREBY CORRECTED AS FOLLOWS:

CORRECTING THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION ON SHEETS 1, 2, 5
 AND 9 AS FOLLOWS:

SHEET 1 OF 9

CORRECTIONS TO THE FOLLOWING ITEMS IN THE LEGAL DESCRIPTION:

1. THE EXISTING COURSE OF "THENCE SOUTH, A DISTANCE OF 1124.36 FEET;"
 CONTAINED WITHIN THE LEGAL DESCRIPTION

SHOULD BE CORRECTED TO:

THENCE S. 51°04'20" W., A DISTANCE OF 139.38 FEET;
 THENCE S. 15°09'27" W., A DISTANCE OF 262.00 FEET;
 THENCE S. 65°06'46" E., A DISTANCE OF 195.05 FEET;
 THENCE SOUTH, A DISTANCE OF 701.81 FEET;

2. THE LAST SENTENCE CONTAINED WITHIN THE LEGAL DESCRIPTION "THE ABOVE
 DESCRIBED PARCEL CONTAINS 21,149,662 SQUARE FEET OR 485.53 ACRES MORE OR
 LESS."

SHOULD BE CORRECTED TO:

THE ABOVE DESCRIBED PARCEL CONTAINS 21,101,569 SQUARE FEET OR 484.42
 ACRES MORE OR LESS.

RECEIVED

JUL 03 2002

SHEET 2 OF 9

CORRECTIONS TO THE "PARCEL AREAS" TABLE:

1. THE EXISTING AREA FOR PARCEL 8 OF "2,371,582 SQUARE FEET OR 54.44 ACRES"
SHOULD BE CORRECTED TO:
2,323,489 SQUARE FEET OR 53.34 ACRES.

2. THE TOTAL AREA OF "21,149,662 SQUARE FEET OR 485.53 ACRES"
SHOULD BE CORRECTED TO:
21,101,569 SQUARE FEET OR 484.42 ACRES"

SHEET 5 OF 9

THE MOST NORTHERLY DIMENSION ALONG THE EASTERLY BOUNDARY LINE OF
" S. 00°00'00" E., 1124.36' "

SHOULD BE CORRECTED TO: Unofficial Document

S. 00°00'00" E., 701.81'

SHEET 9 OF 9

REFER TO "EXHIBIT A" FOR THE GRAPHIC CORRECTIONS THAT OCCUR ON THIS SHEET.

THE COURSE DESIGNATED ALONG THE EASTERLY BOUNDARY LINE OF
" S. 00°00'00" E., 1124.36' "

SHOULD BE CORRECTED TO:

(BEGINNING AT THE NORTHWEST CORNER OF LOT 34 OF *FOUNTAIN HILLS PLAT NO. 506-C*, AS RECORDED IN BOOK 159, PAGE 31, M.C.R.);

THENCE S. 51°04'20" W., 139.38';

THENCE S. 15°09'27" W., 262.00';

THENCE S. 65°06'46" E., 195.05';

THENCE S. 00°00'00" E., 701.81'

NOTES:

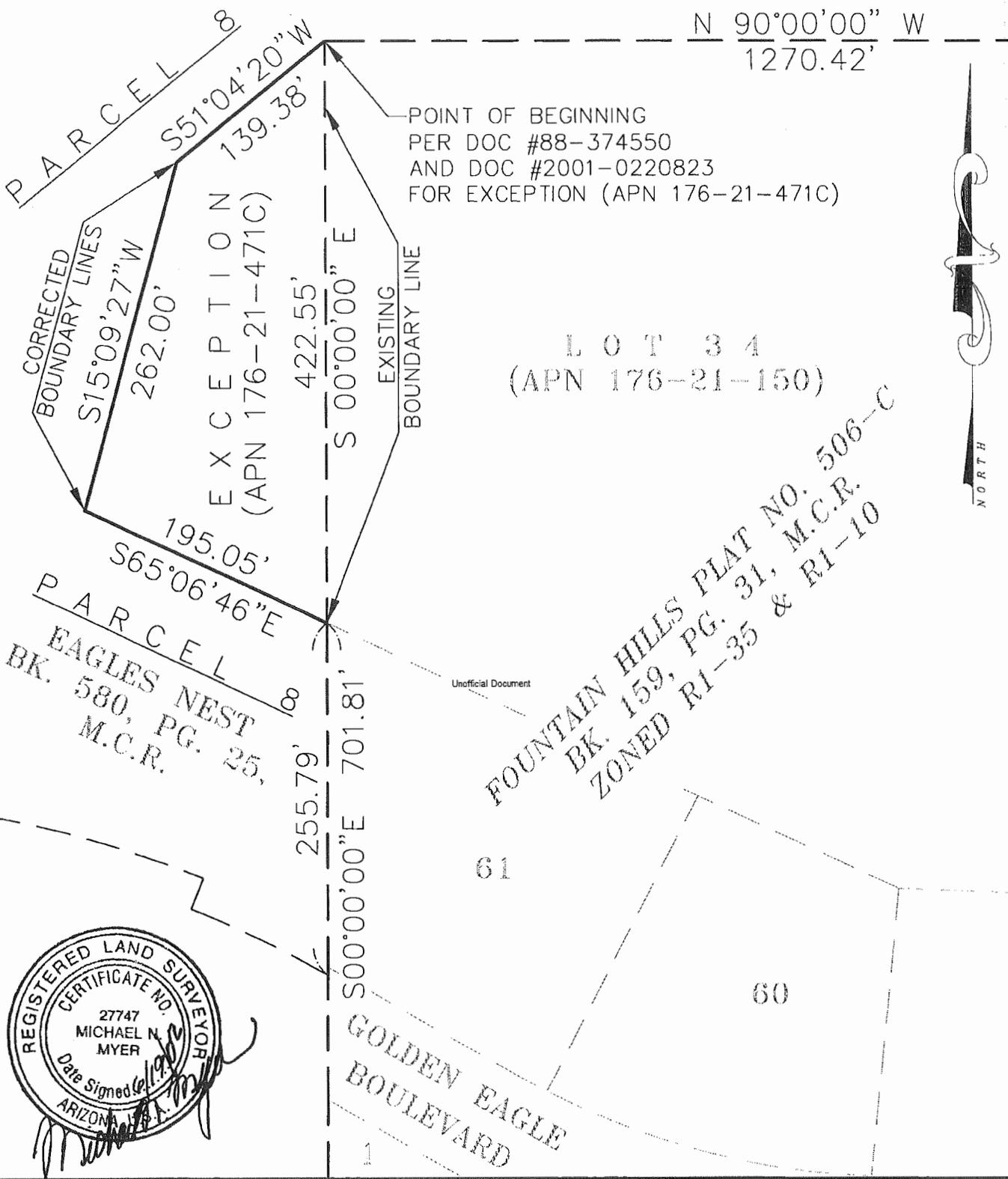
- 1.) SEE ATTACHED "EXHIBIT A" FOR A GRAPHIC DEPICTION OF THE ABOVE DESCRIBED CORRECTIONS AND "EXHIBIT B" FOR THE CORRECTED OVERALL LEGAL DESCRIPTION FOR "EAGLES NEST" SUBDIVISION.
- 2.) THE ABOVE DESCRIBED CORRECTIONS HAVE BEEN REVIEWED AND ACCEPTED BY THE TOWN ENGINEER OF FOUNTAIN HILLS AND THE OWNER OF DESCRIBED LAND, M.C.O. PROPERTIES L.P.
- 3.) SAID CORRECTIONS AND LEGAL DESCRIPTION ARE TO BE INTEGRATED WITH THE RECORDED PLAT OF "EAGLES NEST" AS SHOWN IN BOOK 580, PAGE 25, MARICOPA COUNTY RECORDS.

I, MICHAEL N. MYER, A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY CERTIFY THAT I HAVE INSPECTED THE FINAL PLAT DESCRIBED HEREIN AND HAVE DETERMINED THAT THIS CERTIFICATE OF CORRECTION IS CORRECT AND ACCURATE.

Unofficial Document



H:\PROJ\8294002\Dwg\Sw\Eagles Nest\CERT-CORR.dwg, 06/10/02 02:25:41 PM, mmver, HP LaserJet 5000 Series PCL 5e, 1:1

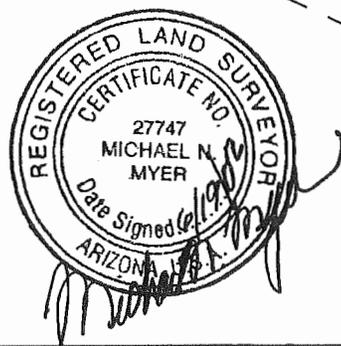


POINT OF BEGINNING
 PER DOC #88-374550
 AND DOC #2001-0220823
 FOR EXCEPTION (APN 176-21-471C)

LOT 34
 (APN 176-21-150)

PARCEL
 EAGLES NEST
 BK. 580, PG. 25,
 M.C.R.

FOUNTAIN HILLS PLAT NO. 506-C
 BK. 159, PG. 31, M.C.R.
 ZONED R1-35 & R1-10



GOLDEN EAGLE
 BOULEVARD

FOR: EXHIBIT A		SCALE: 1" = 100'
		SHEET: 1 OF 1
MORRISON MAIERLE, INC. <i>an Arizona Corporation</i>	DRAWING: CERT-CORR	CERTIFICATE OF CORRECTION EAGLES NEST SUBDIVISION BOOK 580, PAGE 25, M.C.R. FOUNTAIN HILLS, AZ
	PROJECT: 8340004.042	
	DRAWN: MNM	
	CHECKED: JGS	

EXHIBIT B
LEGAL DESCRIPTION

A PORTION OF LAND SITUATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 3 NORTH, RANGE 6 EAST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6;

THENCE NORTH 89 DEGREES 53 MINUTES 17 SECONDS EAST, A DISTANCE OF 1273.31 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89 DEGREES 53 MINUTES 17 SECONDS EAST, A DISTANCE OF 1325.65 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6;

THENCE NORTH 89 DEGREES 51 MINUTES 32 SECONDS EAST, A DISTANCE OF 2634.94 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6 AND THE NORTHWEST CORNER OF SAID SECTION 5;

THENCE NORTH 89 DEGREES 51 MINUTES 41 SECONDS EAST, A DISTANCE OF 2634.77 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 5;

Unofficial Document

THENCE SOUTH, A DISTANCE OF 584.50 FEET;

THENCE SOUTH 55 DEGREES 45 MINUTES 56 SECONDS WEST, A DISTANCE OF 150.08 FEET;

THENCE SOUTH 34 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 46.27 FEET;

THENCE SOUTH 11 DEGREES 10 MINUTES 06 SECONDS EAST, A DISTANCE OF 35.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, WHOSE RADIUS BEARS NORTH 11 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 45.00 FEET;

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES 56 MINUTES 33 SECONDS, A DISTANCE OF 30.59 FEET TO A POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, WHOSE RADIUS BEARS SOUTH 27 DEGREES 46 MINUTES 33 SECONDS WEST, A DISTANCE OF 45.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 257 DEGREES 53 MINUTES 06 SECONDS, A DISTANCE OF 202.54 FEET TO A POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, WHOSE RADIUS BEARS SOUTH 50 DEGREES 06 MINUTES 33 SECONDS EAST, A DISTANCE OF 45.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES 56 MINUTES 36 SECONDS, A DISTANCE OF 30.59 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 11 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 325.00 FEET;

THENCE NORTH 73 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 575.00 FEET;

THENCE WEST, A DISTANCE OF 1270.42 FEET;

THENCE SOUTH 51 DEGREES 04 MINUTES 20 SECONDS WEST, A DISTANCE OF 139.38 FEET;

THENCE SOUTH 15 DEGREES 09 MINUTES 27 SECONDS WEST, A DISTANCE OF 262.00 FEET;

THENCE SOUTH 65 DEGREES 06 MINUTES 46 SECONDS EAST, A DISTANCE OF 195.05 FEET;

THENCE SOUTH, A DISTANCE OF 701.81 FEET;

THENCE SOUTH 77 DEGREES 59 MINUTES 19 SECONDS WEST, A DISTANCE OF 48.05 FEET;

THENCE SOUTH 16 DEGREES 00 MINUTES 05 SECONDS WEST, A DISTANCE OF 25.39 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, WHOSE RADIUS BEARS SOUTH 12 DEGREES 02 MINUTES 48 SECONDS WEST, A DISTANCE OF 45.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180 DEGREES 09 MINUTES 31 SECONDS, A DISTANCE OF 141.50 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 23 DEGREES 08 MINUTES 34 SECONDS WEST, A DISTANCE OF 171.33 FEET;

THENCE SOUTH 67 DEGREES 58 MINUTES 37 SECONDS EAST, A DISTANCE OF 151.02 FEET;

THENCE SOUTH, A DISTANCE OF 533.47 FEET;

THENCE SOUTH 57 DEGREES 39 MINUTES 16 SECONDS EAST, A DISTANCE OF 496.97 FEET;

THENCE SOUTH 73 DEGREES 05 MINUTES 23 SECONDS EAST, A DISTANCE OF 268.02 FEET;

THENCE SOUTH 73 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 191.96 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 225.00 FEET AND A RADIAL BEARING OF NORTH 16 DEGREES 55 MINUTES 39 SECONDS EAST;

THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 19 MINUTES 00 SECONDS, A DISTANCE OF 83.71 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 04 DEGREES 23 MINUTES 56 SECONDS EAST, A DISTANCE OF 316.95 FEET;

THENCE SOUTH 84 DEGREES 19 MINUTES 52 SECONDS EAST, A DISTANCE OF 82.43 FEET;

THENCE SOUTH 73 DEGREES 50 MINUTES 04 SECONDS EAST, A DISTANCE OF 180.00 FEET;

THENCE SOUTH 64 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 245.00 FEET;

THENCE SOUTH 52 DEGREES 58 MINUTES 37 SECONDS EAST, A DISTANCE OF 601.07 FEET;

THENCE NORTH 76 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 202.19 FEET;

THENCE NORTH 86 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 185.07 FEET;

THENCE SOUTH 85 DEGREES 24 MINUTES 43 SECONDS EAST, A DISTANCE OF 153.05 FEET;

THENCE SOUTH 68 DEGREES 18 MINUTES 34 SECONDS EAST, A DISTANCE OF 94.81 FEET;

THENCE NORTH 51 DEGREES 34 MINUTES 02 SECONDS EAST, A DISTANCE OF 139.72 FEET;

THENCE SOUTH 43 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 71.26 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 442.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 16 MINUTES 34 SECONDS, A DISTANCE OF 25.27 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 43 DEGREES 41 MINUTES 32 SECONDS WEST, A DISTANCE OF 79.61 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 520.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 53 MINUTES 41 SECONDS, A DISTANCE OF 71.65 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 72 DEGREES 31 MINUTES 35 SECONDS WEST, A DISTANCE OF 237.85 FEET;

THENCE NORTH 82 DEGREES 11 MINUTES 43 SECONDS WEST, A DISTANCE OF 263.93 FEET;

THENCE SOUTH 76 DEGREES 20 MINUTES 55 SECONDS WEST, A DISTANCE OF 208.84 FEET;

THENCE SOUTH 00 DEGREES 33 MINUTES 49 SECONDS WEST, A DISTANCE OF 964.84 FEET;

THENCE WEST, A DISTANCE OF 1280.19 FEET;

THENCE NORTH 50 DEGREES 14 MINUTES 47 SECONDS WEST, A DISTANCE OF 432.54 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, A DISTANCE OF 2018.35 FEET;

THENCE NORTH 39 DEGREES 20 MINUTES 53 SECONDS WEST, A DISTANCE OF 185.58 FEET;

Unofficial Document

THENCE NORTH 29 DEGREES 28 MINUTES 32 SECONDS EAST, A DISTANCE OF 185.35 FEET;

THENCE NORTH 48 DEGREES 45 MINUTES 10 SECONDS WEST, A DISTANCE OF 283.04 FEET;

THENCE NORTH 37 DEGREES 27 MINUTES 36 SECONDS WEST, A DISTANCE OF 446.45 FEET;

THENCE NORTH 09 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 138.70 FEET;

THENCE NORTH 07 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 243.51 FEET;

THENCE NORTH 65 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 198.11 FEET;

THENCE NORTH 30 DEGREES 20 MINUTES 42 SECONDS WEST, A DISTANCE OF 299.51 FEET;

THENCE NORTH 19 DEGREES 53 MINUTES 42 SECONDS EAST, A DISTANCE OF 273.06 FEET;

THENCE NORTH 45 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 295.22 FEET;

THENCE NORTH 50 DEGREES 04 MINUTES 44 SECONDS WEST, A DISTANCE OF 101.71 FEET;

THENCE NORTH 55 DEGREES 58 MINUTES 47 SECONDS WEST, A DISTANCE OF 273.07 FEET;

THENCE NORTH 26 DEGREES 25 MINUTES 05 SECONDS EAST, A DISTANCE OF 262.57 FEET;

THENCE NORTH 65 DEGREES 55 MINUTES 34 SECONDS WEST, A DISTANCE OF 407.89 FEET;

THENCE NORTH 27 DEGREES 51 MINUTES 40 SECONDS WEST, A DISTANCE OF 551.17 FEET;

20020624617

THENCE NORTH 56 DEGREES 31 MINUTES 50 SECONDS WEST, A DISTANCE OF 614.98 FEET;
THENCE NORTH 13 DEGREES 01 MINUTES 04 SECONDS EAST, A DISTANCE OF 319.64 FEET;
THENCE NORTH 37 DEGREES 39 MINUTES 29 SECONDS WEST, A DISTANCE OF 127.05 FEET;
THENCE NORTH 63 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 533.75 FEET;
THENCE NORTH 43 DEGREES 31 MINUTES 37 SECONDS WEST, A DISTANCE OF 296.11 FEET;
THENCE NORTH 40 DEGREES 01 MINUTES 13 SECONDS EAST, A DISTANCE OF 386.14 FEET;
THENCE NORTH 33 DEGREES 11 MINUTES 35 SECONDS WEST, A DISTANCE OF 457.90 FEET TO THE
POINT OF BEGINNING.

EXCEPTING THEREFROM ASSESSOR'S PARCEL NUMBER 176-21-471B AS DESCRIBED IN DEED TO
CHAPARRAL CITY WATER COMPANY PER DOCKET 12489, PAGE 877, M.C.R.

THE ABOVE DESCRIBED PARCEL CONTAINS 21,101,569 SQUARE FEET OR 484.42 ACRES MORE OR LESS.

Unofficial Document



EXHIBIT B-2
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[Map – Eagles Nest Property]

See following pages.

LEGAL DESCRIPTION

A PORTION OF LAND SITUATED IN SECTION 5, 6, 7 AND 8, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89 DEGREES 53 MINUTES 17 SECONDS EAST, A DISTANCE OF 1273.31 FEET TO THE POINT OF BEGINNING; TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 53 MINUTES 17 SECONDS EAST, A DISTANCE OF 1325.65 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 89 DEGREES 51 MINUTES 32 SECONDS EAST, A DISTANCE OF 2634.94 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6 AND THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89 DEGREES 51 MINUTES 41 SECONDS EAST, A DISTANCE OF 2634.77 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 5; THENCE SOUTH, A DISTANCE OF 584.97 FEET; THENCE SOUTH 55 DEGREES 45 MINUTES 56 SECONDS WEST, A DISTANCE OF 150.08 FEET; THENCE SOUTH 34 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 46.27 FEET; THENCE SOUTH 11 DEGREES 10 MINUTES 06 SECONDS EAST, A DISTANCE OF 35.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, WHOSE RADIUS BEARS NORTH 11 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 45.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES 56 MINUTES 33 SECONDS, A DISTANCE OF 30.59 FEET TO A POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, WHOSE RADIUS BEARS SOUTH 27 DEGREES 46 MINUTES 33 SECONDS WEST, A DISTANCE OF 45.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 257 DEGREES 53 MINUTES 06 SECONDS, A DISTANCE OF 202.54 FEET TO A POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, WHOSE RADIUS BEARS SOUTH 50 DEGREES 06 MINUTES 33 SECONDS EAST, A DISTANCE OF 45.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES 56 MINUTES 33 SECONDS, A DISTANCE OF 30.59 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 11 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 325.00 FEET; THENCE NORTH 73 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 575.00 FEET; THENCE WEST, A DISTANCE OF 1270.42 FEET; THENCE SOUTH, A DISTANCE OF 1124.36 FEET; THENCE SOUTH 77 DEGREES 59 MINUTES 19 SECONDS WEST, A DISTANCE OF 48.05 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 05 SECONDS WEST, A DISTANCE OF 25.39 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, WHOSE RADIUS BEARS SOUTH 12 DEGREES 02 MINUTES 48 SECONDS WEST, A DISTANCE OF 45.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180 DEGREES 09 MINUTES 31 SECONDS, A DISTANCE OF 141.50 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 23 DEGREES 08 MINUTES 34 SECONDS WEST, A DISTANCE OF 171.33 FEET; THENCE SOUTH 67 DEGREES 58 MINUTES 37 SECONDS EAST, A DISTANCE OF 151.02 FEET; THENCE SOUTH, A DISTANCE OF 533.47 FEET; THENCE SOUTH 57 DEGREES 39 MINUTES 16 SECONDS EAST, A DISTANCE OF 498.97 FEET; THENCE SOUTH 73 DEGREES 05 MINUTES 23 SECONDS EAST, A DISTANCE OF 268.02 FEET; THENCE SOUTH 73 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 191.96 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 225.00 FEET AND A RADIAL BEARING OF NORTH 16 DEGREES 55 MINUTES 39 SECONDS EAST; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 19 MINUTES 00 SECONDS, A DISTANCE OF 83.71 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 04 DEGREES 23 MINUTES 58 SECONDS EAST, A DISTANCE OF 318.95 FEET; THENCE SOUTH 84 DEGREES 19 MINUTES 52 SECONDS EAST, A DISTANCE OF 82.43 FEET; THENCE SOUTH 73 DEGREES 50 MINUTES 04 SECONDS EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 245.00 FEET; THENCE SOUTH 52 DEGREES 58 MINUTES 37 SECONDS EAST, A DISTANCE OF 601.07 FEET; THENCE NORTH 76 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 202.19 FEET; THENCE NORTH 86 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 185.07 FEET; THENCE SOUTH 85 DEGREES 23 MINUTES 58 SECONDS EAST, A DISTANCE OF 153.05 FEET; THENCE SOUTH 68 DEGREES 18 MINUTES 34 SECONDS EAST, A DISTANCE OF 94.81 FEET; THENCE NORTH 51 DEGREES 34 MINUTES 02 SECONDS EAST, A DISTANCE OF 139.72 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 71.26 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 442.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 16 MINUTES 34 SECONDS, A DISTANCE OF 25.27 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 43 DEGREES 41 MINUTES 32 SECONDS WEST, A DISTANCE OF 79.61 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 520.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 53 MINUTES 41 SECONDS, A DISTANCE OF 71.65 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 72 DEGREES 31 MINUTES 35 SECONDS WEST, A DISTANCE OF 237.85 FEET; THENCE NORTH 82 DEGREES 11 MINUTES 43 SECONDS WEST, A DISTANCE OF 263.93 FEET; THENCE SOUTH 76 DEGREES 20 MINUTES 55 SECONDS WEST, A DISTANCE OF 208.84 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 49 SECONDS WEST, A DISTANCE OF 964.84 FEET; THENCE WEST, A DISTANCE OF 1280.19 FEET; THENCE NORTH 50 DEGREES 14 MINUTES 47 SECONDS WEST, A DISTANCE OF 432.54 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, A DISTANCE OF 2018.35 FEET; THENCE NORTH 39 DEGREES 20 MINUTES 53 SECONDS WEST, A DISTANCE OF 185.58 FEET; THENCE NORTH 29 DEGREES 28 MINUTES 32 SECONDS EAST, A DISTANCE OF 185.35 FEET; THENCE NORTH 48 DEGREES 45 MINUTES 10 SECONDS WEST, A DISTANCE OF 283.04 FEET; THENCE NORTH 37 DEGREES 27 MINUTES 36 SECONDS WEST, A DISTANCE OF 446.45 FEET; THENCE NORTH 09 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 138.70 FEET; THENCE NORTH 07 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 243.51 FEET; THENCE NORTH 65 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 198.11 FEET; THENCE NORTH 30 DEGREES 20 MINUTES 42 SECONDS WEST, A DISTANCE OF 299.51 FEET; THENCE NORTH 19 DEGREES 53 MINUTES 42 SECONDS EAST, A DISTANCE OF 273.06 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 295.22 FEET; THENCE NORTH 50 DEGREES 04 MINUTES 44 SECONDS WEST, A DISTANCE OF 101.71 FEET; THENCE NORTH 55 DEGREES 58 MINUTES 47 SECONDS WEST, A DISTANCE OF 273.07 FEET; THENCE NORTH 26 DEGREES 25 MINUTES 05 SECONDS EAST, A DISTANCE OF 282.57 FEET; THENCE NORTH 65 DEGREES 55 MINUTES 34 SECONDS WEST, A DISTANCE OF 407.89 FEET; THENCE NORTH 27 DEGREES 51 MINUTES 40 SECONDS WEST, A DISTANCE OF 551.17 FEET; THENCE NORTH 56 DEGREES 31 MINUTES 50 SECONDS WEST, A DISTANCE OF 614.98 FEET; THENCE NORTH 13 DEGREES 01 MINUTES 04 SECONDS EAST, A DISTANCE OF 319.64 FEET; THENCE NORTH 37 DEGREES 39 MINUTES 29 SECONDS WEST, A DISTANCE OF 127.05 FEET; THENCE NORTH 63 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 533.75 FEET; THENCE NORTH 43 DEGREES 31 MINUTES 37 SECONDS WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 40 DEGREES 01 MINUTES 13 SECONDS EAST, A DISTANCE OF 386.14 FEET; THENCE NORTH 33 DEGREES 11 MINUTES 35 SECONDS WEST, A DISTANCE OF 457.90 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ASSESSOR'S PARCEL NUMBER 176-21-4718 THE ABOVE DESCRIBED PARCEL CONTAINS 21,149,662 SQUARE FEET OR 485.53 ACRES MORE OR LESS.

FINAL PLAT

EAGLES NEST

PORTIONS OF SECTIONS 5, 6, 7, AND 8, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT MCO PROPERTIES L.P., A DELAWARE LIMITED PARTNERSHIP, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF EAGLES NEST, BEING PORTIONS OF SECTIONS 5, 6, 7 AND 8, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID EAGLES NEST AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, PARCELS AND EASEMENTS CONSTITUTING THE SAME, AND THAT EACH STREET AND PARCEL SHALL BE KNOWN BY THE NUMBER, NAME OR LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT, AND THAT MCO PROPERTIES L.P., A DELAWARE LIMITED PARTNERSHIP, DBA MCO LIMITED PARTNERSHIP, AS OWNER, HEREBY DEDICATES TO THE PUBLIC CHOLULA DRIVE AND THE NORTH ENTRANCE AT GOLDEN EAGLE BLVD. FOR USE AS SUCH THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT.

THE AREA DESIGNATED AS TRACT "A" IS HEREBY DECLARED AS A PRIVATE STREET AND MCO PROPERTIES L.P. GRANTS TO THE PUBLIC, APPLICABLE UTILITY COMPANIES AND SERVICE PROVIDERS AN EASEMENT OVER SAID TRACT "A" FOR (I) THE INSTALLATION, OPERATION AND FURNISHING OF MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING WITHOUT LIMITATION, WATER, SEWER, ELECTRICITY, GAS, TELEPHONE, CABLE TV AND STORM DRAINAGE (II) INGRESS AND EGRESS FOR THE OPERATION AND MAINTENANCE OF SUCH UTILITIES, FOR TRASH REMOVAL AND EMERGENCY SERVICE. SAID TRACT "A" SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.

THERE IS HEREBY DEDICATED TO THE TOWN OF FOUNTAIN HILLS A NONEXCLUSIVE EASEMENT (EASEMENT A-1) OVER A PORTION OF TRACT "A" AND PARCEL 7, FOR THE PURPOSE OF FURNISHING PEDESTRIAN, BICYCLE AND MAINTENANCE VEHICLE ACCESS TO McDOWELL MOUNTAIN PARK.

IN WITNESS WHEREOF:

THAT MCO PROPERTIES L.P., A DELAWARE LIMITED PARTNERSHIP, DBA MCO LIMITED PARTNERSHIP, AS OWNER, HAS HERETO UNCAUSED THEIR NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE UNDERSIGNED.

MCO PROPERTIES L.P., A DELAWARE LIMITED PARTNERSHIP, DBA MCO LIMITED PARTNERSHIP

BY: MCO PROPERTIES INC., A DELAWARE CORPORATION, THE GENERAL PARTNER

BY: S. S. Biall ITS: U.P. DATE: 12/19/01

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE 19th DAY OF DECEMBER, 2001, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED GREGORY S. BIELLI WHO ACKNOWLEDGED THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF I HERETO SET MY HAND AND OFFICIAL SEAL.

Melanie S. Pavlet 11-4-02
NOTARY PUBLIC MY COMMISSION EXPIRES



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DEVELOPMENT RUNS "SOUTH" FROM NORTH QUARTER CORNER OF SECTION 5, T. 3 N., R. 6 E., ALONG THE WESTERLY BOUNDARY LINE OF THE "FOUNTAIN HILLS ARIZONA FINAL PLAT NO. 506-B" SUBDIVISION AS RECORDED IN BOOK 159 OF MAPS, PAGE 03, MARICOPA COUNTY RECORDS, ARIZONA.

SAID LINE BEARS: "S. 00°00'00" E."

LEGEND

- INDICATES BOUNDARY CORNER, SET 1/2" REBAR WITH RLS 27747 CAP
- INDICATES FOUND BRASS CAP IN HAND HOLE
- INDICATES FOUND MONUMENT AS SHOWN
- INDICATES SET BRASS CAP FLUSH UPON COMPLETION, PER MAG STD DET 120-1, TYPE "B"
- BOUNDARY LINE
- - - MATCH LINE
- PARCEL LINE
- - - EASEMENT LINE
- PUE/SWE PUBLIC UTILITY EASEMENT/SIDEWALK EASEMENT
- (R) RADIAL
- (NR) NON-RADIAL
- (REC) RECORD
- (MEA) MEASURED

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SHEET/PARCEL INDEX
3-9	MAPS

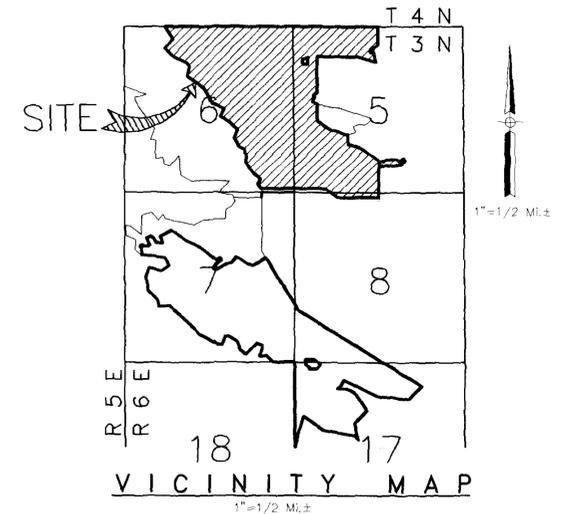
ASSURED WATER SUPPLY

THE DEPARTMENT OF WATER RESOURCES HAS DETERMINED THAT CHAPARRAL CITY WATER COMPANY HAS AN ASSURED WATER SUPPLY.

ASSURANCE STATEMENT

ASSURANCE IN THE FORM OF A SUBDIVISION/OFFSITE IMPROVEMENT BOND FROM NO ONE IN THE AMOUNT OF \$ HAS BEEN PROVIDED TO THE TOWN ENGINEER TO GUARANTEE CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

IN ACCORDANCE WITH TWO MCO COMMITMENT LETTERS DATED DECEMBER 17, 2001, ON FILE WITH THE TOWN OF FOUNTAIN HILLS, NO CONSTRUCTION ASSURANCE HAS BEEN REQUIRED BY THE TOWN TO BE POSTED WITH THE RECORDATION OF THIS PLAT.



NOTES:

- TRACT "A" AND EASEMENT "A1" (MOUNTAIN PARKWAY AND GOLDEN EAGLE BLVD) WILL BE OWNED AND MAINTAINED BY THE EAGLES NEST PROPERTY OWNERS ASSOCIATION.
- EASEMENTS OUTSIDE THE RIGHT OF WAY WILL BE GRANTED WITH THE FINAL PARCEL PLATS OR BY SEPARATE INSTRUMENT UPON REQUEST FROM THE TOWN.
- A TOTAL DISTURBANCE ALLOWANCE OF 9,420,500 SQUARE FEET WILL BE ALLOCATED, ON A LOT BY LOT BASIS, ON THE FINAL PARCEL PLATS FOR EAGLE RIDGE NORTH AND EAGLES NEST. THE TOTAL DISTURBANCE ALLOWANCE SHALL BE EXHAUSTED THROUGH THE LOT BY LOT ALLOCATION, LEAVING NO RESIDUAL FOR ADDITIONAL ON-SITE OR OFF-SITE. THE MAXIMUM ALLOCATION TO ANY INDIVIDUAL LOT SHALL BE 35,000 SQUARE FEET.
- ONLY ONE LOT WILL ACCESS ONTO CHOLULA DRIVE.
- WATER, SEWER AND DRAINAGE EASEMENTS WILL BE DEDICATED WHERE REQUIRED ON THE FINAL PLATS OF THE INDIVIDUAL PARCELS. DRAINAGE EASEMENTS WILL BE PROVIDED AT ALL DRAINAGE OUTLETS FROM THE ROADWAYS OR CROSSING THE ROADWAYS.

TOWN APPROVAL

APPROVED BY THE TOWN COUNCIL OF FOUNTAIN HILLS, ARIZONA, THIS 15th DAY OF DECEMBER, 2001.

BY: Sharon Morgan DATE: 12/20/01
MAYOR SHARON MORGAN

APPROVAL

THIS PLAT WAS APPROVED BY THE TOWN ENGINEER AND THE COMMUNITY DEVELOPMENT DIRECTOR.

BY: Randy Harrel DATE: 12-20-2001
TOWN ENGINEER RANDY HARREL

BY: Jeff Valder DATE: 12-20-2001
COMMUNITY DEVELOPMENT DIRECTOR JEFF VALDER

OWNER/DEVELOPER

MCO PROPERTIES LIMITED PARTNERSHIP
16930 EAST PALISADES BOULEVARD
FOUNTAIN HILLS, AZ 85268
TELE: (480) 837-9660
FAX: (480) 837-1677
CONTACT: K. MICHAEL SNODGRASS

ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
7600 N. 15TH STREET, SUITE 250
PHOENIX, AZ 85020
TELE: (602) 906-1167
FAX: (602) 977-9764
CONTACT: ENDA MELVIN, PE

SURVEYOR

MORRISON-MAERLE, INC.
120 N. 44TH STREET, SUITE 410
PHOENIX, AZ 85034-1822
TELE: (602) 244-9662
FAX: (602) 244-9472
CONTACT: MICHAEL N. MYER, R.L.S.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBDIVISION MONUMENTATION AND TRACT CORNERS OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2001, THAT THE MONUMENTS SET FOR THE PLAT ARE TRUE AND COMPLETE AS SHOWN, THAT THE SUBDIVISION BOUNDARY AND PARCEL BOUNDARY MONUMENTS EXIST OR WILL BE SET WITHIN 90 DAYS OF RECORDATION. THE CENTERLINE AND RIGHT OF WAY MONUMENTS SHALL BE SET AT COMPLETION OF CONSTRUCTION, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BOOK 580 PAGE 25

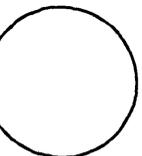
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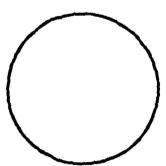
MORRISON MAERLE, INC.
an Arizona Corporation
120 N. 44th Street, Suite 410
Phoenix, AZ 85034-1822
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MINI	JCS	JCS	12/20/01	G.A. REVIEW	

FINAL PLAT
EAGLES NEST
FOUNTAIN HILLS, AZ
PARTS OF SECTIONS 5, 6, 7 & 8, T. 3 N., R. 6 E.,
G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

PROJECT NO. 8294002
SHEET NUMBER 1
1 OF 9

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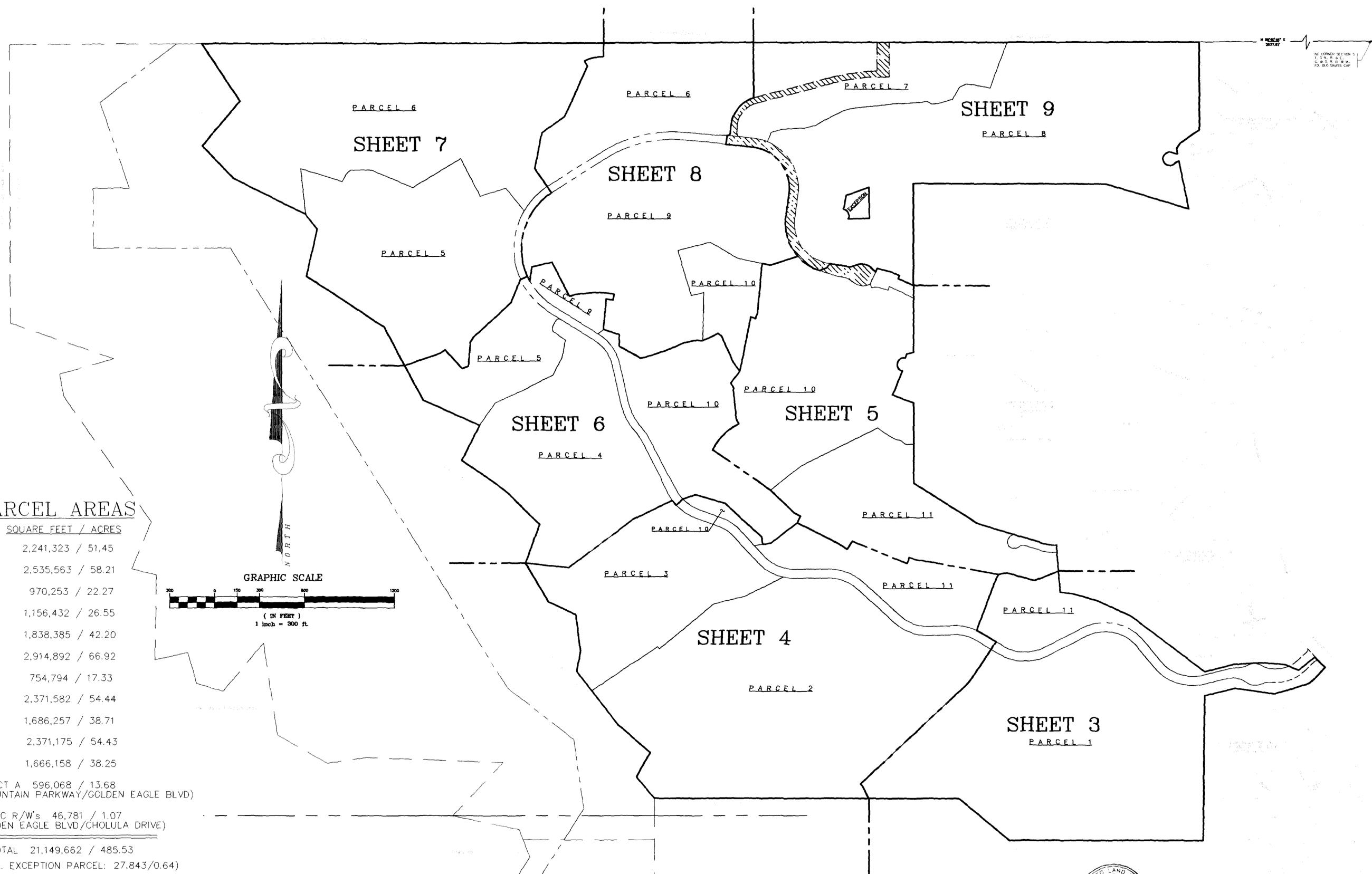
NO.	DESCRIPTION	DATE	BY

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SURVEYORS
PLANNERS
MORRISON MAIERLE, INC.
an Arizona Corporation
120 N. 44th Street, Suite 410
Phoenix, AZ 85034-1822
Phone: (602) 244-9922
Fax: (602) 244-9472
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BY: [Signature]	DATE: 12/2001

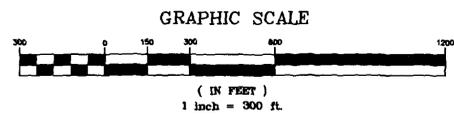
FINAL PLAT
EAGLES NEST
FOUNTAIN HILLS, AZ
PARTS OF SECTIONS 5, 6, 7 & 8, T. 3 N., R. 6 E.,
G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

PROJECT NO.
8294002
SHEET NUMBER
2
2 OF 9



PARCEL AREAS

No.	SQUARE FEET / ACRES
1	2,241,323 / 51.45
2	2,535,563 / 58.21
3	970,253 / 22.27
4	1,156,432 / 26.55
5	1,838,385 / 42.20
6	2,914,892 / 66.92
7	754,794 / 17.33
8	2,371,582 / 54.44
9	1,686,257 / 38.71
10	2,371,175 / 54.43
11	1,666,158 / 38.25



TRACT A 596,068 / 13.68
(MOUNTAIN PARKWAY/GOLDEN EAGLE BLVD)
PUBLIC R/W's 46,781 / 1.07
(GOLDEN EAGLE BLVD/CHOLULA DRIVE)
TOTAL 21,149,662 / 485.53
(EXCL. EXCEPTION PARCEL: 27,843/0.64)

SHEET/PARCEL INDEX

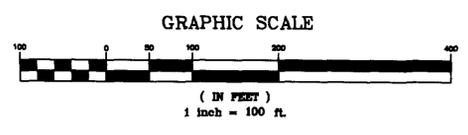
1" = 300'

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SEE SHEET 4
SEE SHEET 5

SEE SHEET 5

PARCEL 11

PARCEL 1

SEE SHEET 4

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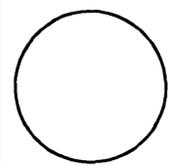
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2001-1201369
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FOUNTAIN HILLS PLAT NO. 513
BK. 387, PG. 30, M.C.R.
ZONED R1-10

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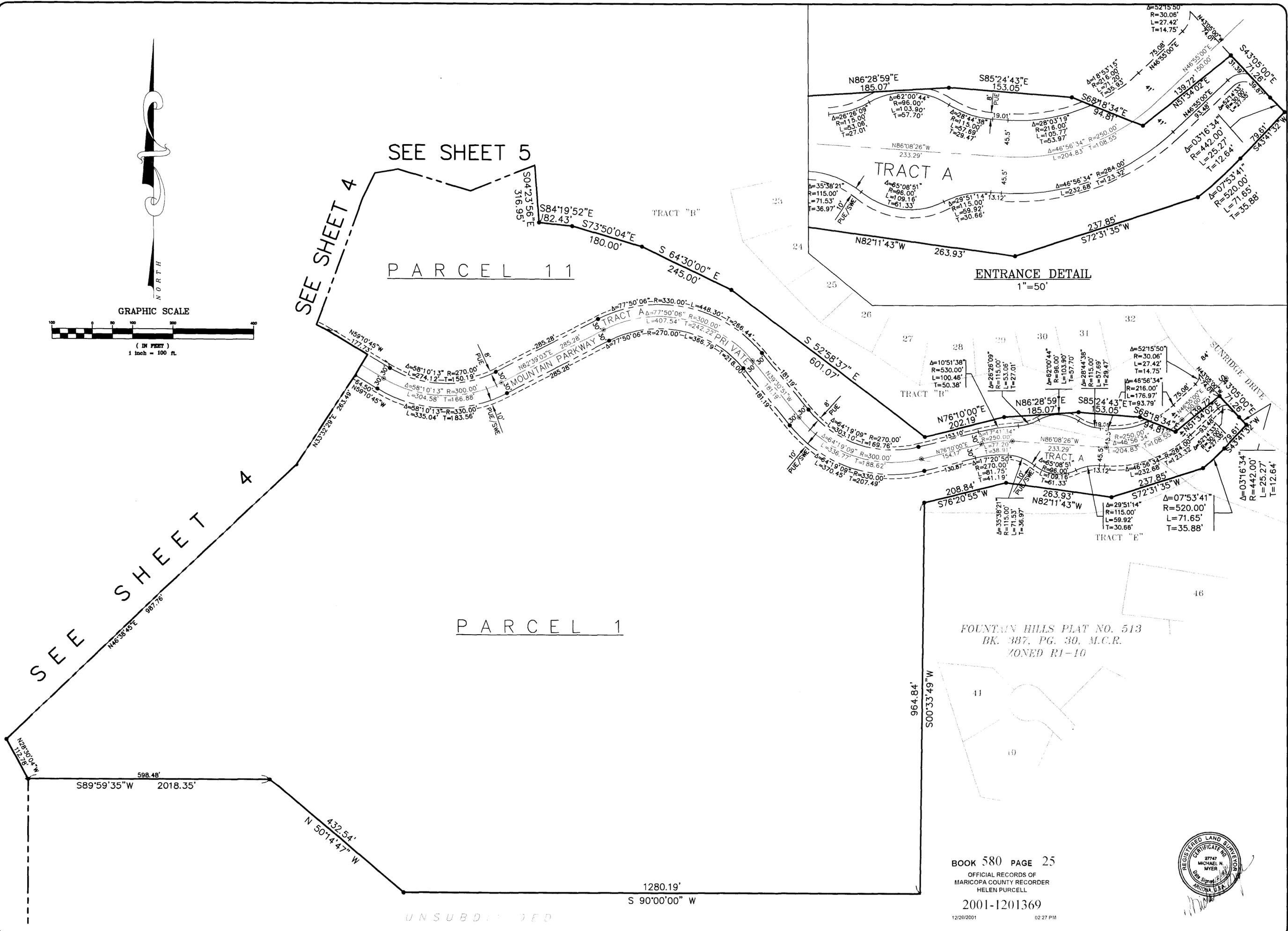
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SCIENTISTS
SURVEYORS
PLANNERS

**MORRISON
MAERLE, INC.**
an Arizona Corporation
120 N. 44th Street, Suite 410
Phoenix, AZ 85034-1822
Phone: (602) 244-9662
Fax: (602) 244-9472
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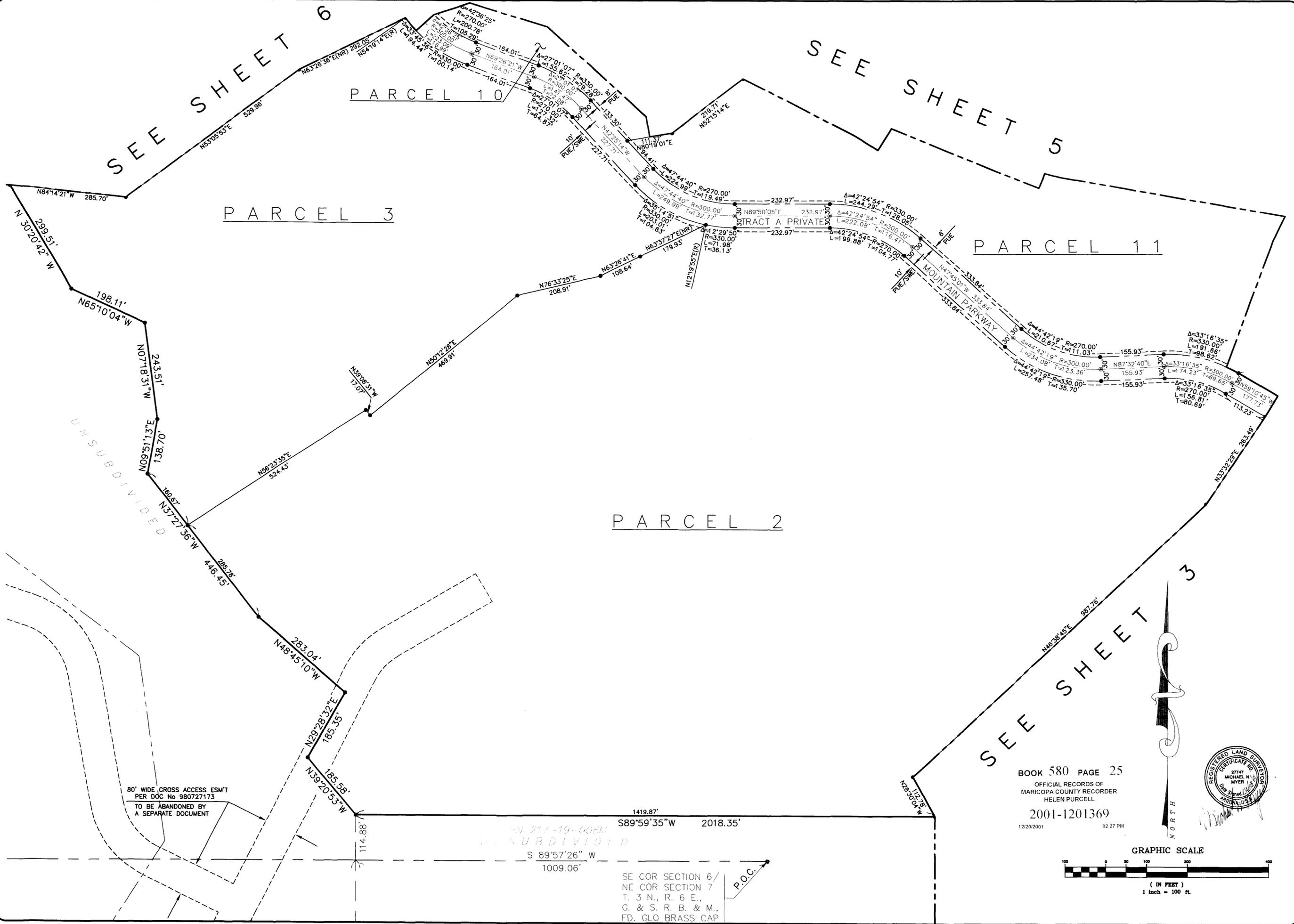
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CHK'D. BY: JGS
APPR. BY: JGS
DATE: 12/20/01
BY: G.A. REVIEW
DATE:

FINAL PLAT
EAGLES NEST
FOUNTAIN HILLS, AZ
PARTS OF SECTIONS 5, 6, 7 & 8, T. 3 N., R. 6 E.,
G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

PROJECT NO.
8294002
SHEET NUMBER
3
3 OF 9

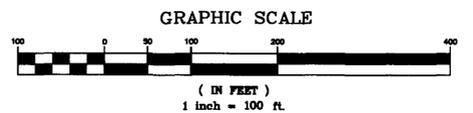


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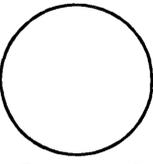
80' WIDE CROSS ACCESS ESM'T
PER DOC No 980727173
TO BE ABANDONED BY
A SEPARATE DOCUMENT

BOOK 580 PAGE 25
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MARICOPA COUNTY RECORDER
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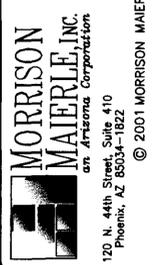
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NE COR SECTION 7
T. 3 N., R. 6 E.,
G. & S. R. B. & M.,
FD. CLO BRASS CAP

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SURVEYORS
PLANNERS
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MAIERLE, INC.
an american corporation
Email: phone@m-m.net
Phone: (602) 244-9822
Fax: (602) 244-9472



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APPR. BY: JGS	DATE: 12/20/01
G.A. REVIEW	DATE:

FINAL PLAT
EAGLES NEST
FOUNTAIN HILLS, AZ
PARTS OF SECTIONS 5, 6, 7 & 8, T. 3 N., R. 6 E.,
G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

PROJECT NO.
8294002
SHEET NUMBER
4
4 OF 9

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SEE SHEET 6

SEE SHEET 8

SEE SHEET 4

SEE SHEET 3

PARCEL 10

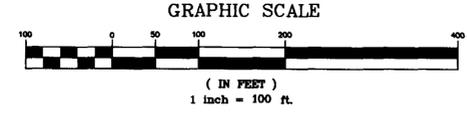
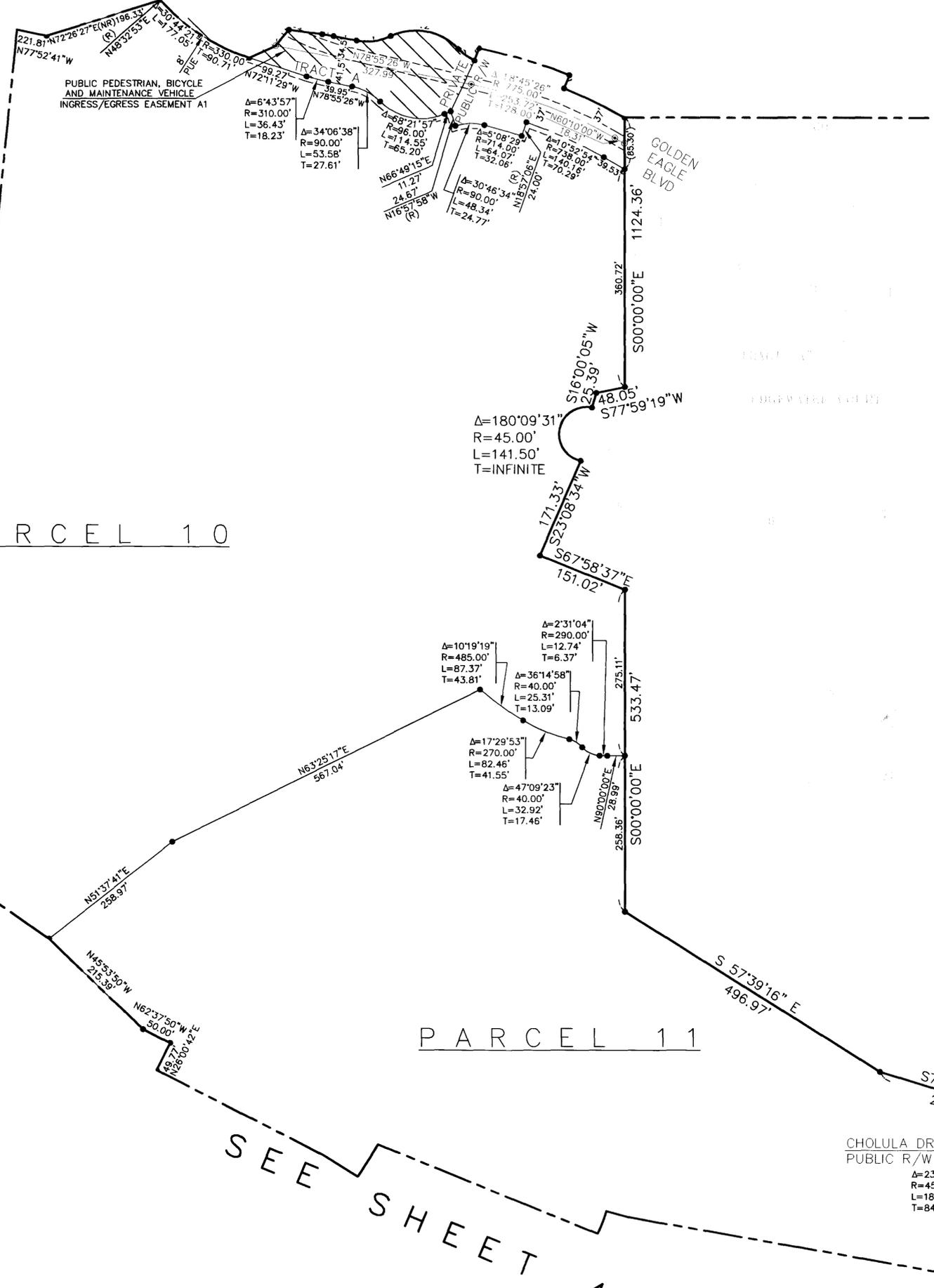
PARCEL 11

PUBLIC PEDESTRIAN, BICYCLE AND MAINTENANCE VEHICLE INGRESS/EGRESS EASEMENT A1

GOLDEN EAGLE BLVD

CHOLULA DRIVE PUBLIC R/W

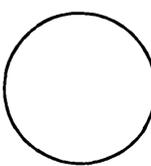
PUBLIC R/W DEDICATION TO REPLACE EX TEMP RDWY ESM T PER "FOUNTAIN HILLS ARIZONA - FINAL PLAT NO. 514" AS RECORDED IN BK 402, PG 06, MCR



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MARICOPA COUNTY RECORDER
HELEN PURCELL
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12/20/2001 02:27 PM



VERIFY SCALE
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MEASUREMENT PURPOSES ONLY ON
ORIGINAL DRAWING.



NO.	DESCRIPTION	REVISIONS	DATE	BY

ENGINEERS
SCIENTISTS
SURVEYORS
PLANNERS

MORRISON MAIERLE, INC.
an Arizona Corporation

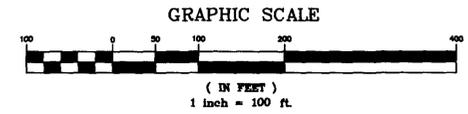
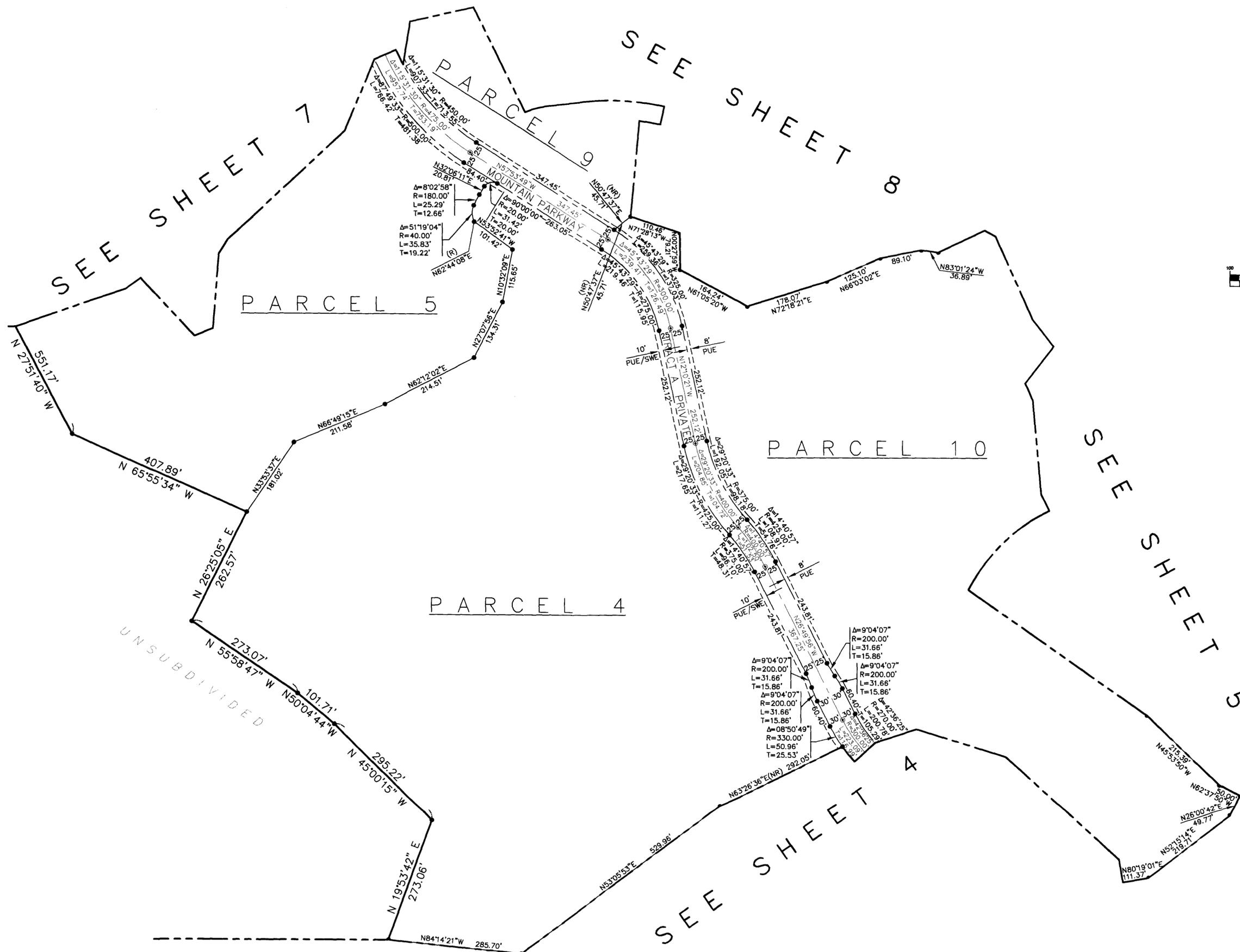
120 N. 44th Street, Suite 410
Phoenix, AZ 85034-1822
Phone: (602) 244-9662
Fax: (602) 244-9472
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DRAWN BY: JMM	DATE: 12/20/01
CHK'D BY: JGS	G.A. REVIEW
APPR. BY:	DATE:

FINAL PLAT
EAGLES NEST
FOUNTAIN HILLS, AZ
PARTS OF SECTIONS 5, 6, 7 & 8, T. 3 N., R. 6 E.,
G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

PROJECT NO.
8294002
SHEET NUMBER
5
5 OF 9

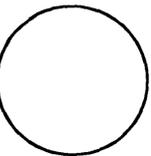
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BOOK 580 PAGE 25
 OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
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VERIFY SCALE
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 MEASURES ONE INCH ON
 ORIGINAL DRAWING.



NO.	DESCRIPTION	REVISIONS	DATE	BY

ENGINEERS
 SCIENTISTS
 SURVEYORS
 PLANNERS

MORRISON MAIERLE, INC.
 an Arizona Corporation
 120 N. 44th Street, Suite 410
 Phoenix, AZ 85018-1822
 Phone: (602) 244-9952
 Fax: (602) 244-9972
 Email: phoenix@mm.net

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DRAWN BY: MM
 CHKD. BY: JGS
 APPR. BY: [Signature]
 DATE: 12/20/01
 BY: G.A. REVIEW
 DATE:

FINAL PLAT
 EAGLES NEST
 FOUNTAIN HILLS, AZ
 PARTS OF SECTIONS 5, 6, 7 & 8, T. 3 N., R. 6 E.,
 G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

PROJECT NO.
 8294002
 SHEET NUMBER
 6
 OF 9

N89°51'54"E (REC)
N89°53'17"E (MEA)

1273.31' (MEA)
1272.76' (REC) P.O.B.
NW COR SEC 6
T. 3 N., R. 6 E.,
G. & S. R. B. & M.,
FD. USGLO B/C
SET IN 1914

2598.95'

1325.65'

N89°51'54"E (REC)
N89°51'32"E (MEA)

2321.92'

2634.94'

UNSUBDIVIDED
McDOWELL MOUNTAIN PARK

N 1/4 COR SECTION 6
T. 3 N., R. 6 E.,
G. & S. R. B. & M.,
FD. USGLO BRASS CAP
SET IN 1919

PARCEL 6

UNSUBDIVIDED

N 35°11'35" W
457.90'

N 40°01'13" E
386.14'

N 43°31'37" W
296.11'

N 63°16'29" W
533.75'

N72°43'42" W
287.95'

N72°43'42" W
304.12'

N57°39'29" W
127.05'

N 13°01'04" E
319.64'

N 56°31'50" W
614.98'

PARCEL 5

(NR)
N89°44'35"E
139.50'
Δ=36°37'18"
R=150.00'
L=95.88'
T=49.64'

N66°56'47" W
296.70'

N58°48'25" E
369.47'

N27°02'24" W
277.36'

N72°24'30" E
177.73'

N37°39'44" W
198.82'

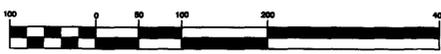
N60°14'17" W
440.17'

N37°41'51" W
157.25'

N57°24'21" W
125.25'



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

SEE SHEET 8

SEE SHEET 6

SEE SHEET 6

BOOK 580 PAGE 25
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

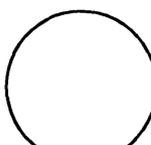
2001-1201369

12/20/2001

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VERTICAL SCALE
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FROM ORIGINAL DRAWING.
HORIZONTAL SCALE
AS SHOWN



NO.	DESCRIPTION	REVISIONS	DATE	BY

ENGINEERS
SCIENTISTS
SURVEYORS
PLANNERS

**MORRISON
MAIERLE, INC.**
an Arizona Corporation

120 N. 44th Street, Suite 410
Phoenix, AZ 85034-1822
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Eng: phm@mmi-inc.net
Phone: (602) 244-9862
Fax: (602) 244-9472

DRAWN BY: JMM
CHKD. BY: JGS
APPR. BY: JGS
DATE: 12/20/01
BY: G.A. REVIEW
DATE:

FINAL PLAT
EAGLES NEST
AZ
FOUNTAIN HILLS,
PARTS OF SECTIONS 5, 6, 7 & 8, T. 3 N., R. 6 E.,
G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA

PROJECT NO.
8294002
SHEET NUMBER
7
OF 9

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EXHIBIT C
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[New Town Lot]

See following pages.

EXHIBIT C
LEGAL DESCRIPTION
PROPERTY ACQUISITION PARCEL – (NEW TOWN LOT)

A parcel of land being a portion of the southeast quarter of Section 21 and the northeast quarter of Section 28, Township 3 North, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Fountain Hills Boulevard and the centerline of Muskrat Lane;

Thence north 86 degrees 34 minutes 58 seconds west (radial line), a distance of 55.00 feet to a point on the westerly right-of-way of Fountain Hills Boulevard, Arizona, Final Plat No. 605-B, according to Book 164 of Maps, Page 13, records of said county, said point also being on a curve concave easterly and having a radius of 855.00 feet;

Thence southerly along the arc of said curve through a central angle of 00 degrees 40 minutes 12 seconds and an arc length of 10.00 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing southerly along the arc of said curve through a central angle of 20 degrees 35 minutes 47 seconds and an arc length of 307.35 feet;

Thence south 17 degrees 51 minutes 00 seconds east and along said westerly right-of-way of Fountain Hills Boulevard, a distance of 284.74 feet to the beginning of a tangent curve concave westerly and having a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 102 degrees 46 minutes 47 seconds, an arc length of 35.88 feet to a point on the northerly right-of-way of Shea Boulevard as shown on said Final Plat No. 605-B;

Thence leaving said Plat 605-B, south 84 degrees 55 minutes 47 seconds west along the northerly right-of-way of said Shea Boulevard as shown in Book 15 of Road Maps, Pages 54 and 55, records of said county, a distance of 114.72 feet to a point also being the most easterly corner of the Palatial Estates Final Plat, according to Book 774 of Maps, Page 8, records of said county.

Thence leaving said right-of-way north 28 degrees 16 minutes 00 seconds west along the easterly boundary line of said Palatial Estates Final Plat, a distance of 455.59 feet;

Thence north 14 degrees 48 minutes 05 seconds west, a distance of 85.02 feet to a point on the southeast corner of the CCWC Parcel 11 (Reservoir Site), described in Document No.

860446955, records of said county;

Thence leaving said Palatial Estates Final Plat, north 26 degrees 54 minutes 37 seconds east and along the easterly boundary line of said CCWC Parcel 11, a distance of 129.47 feet;

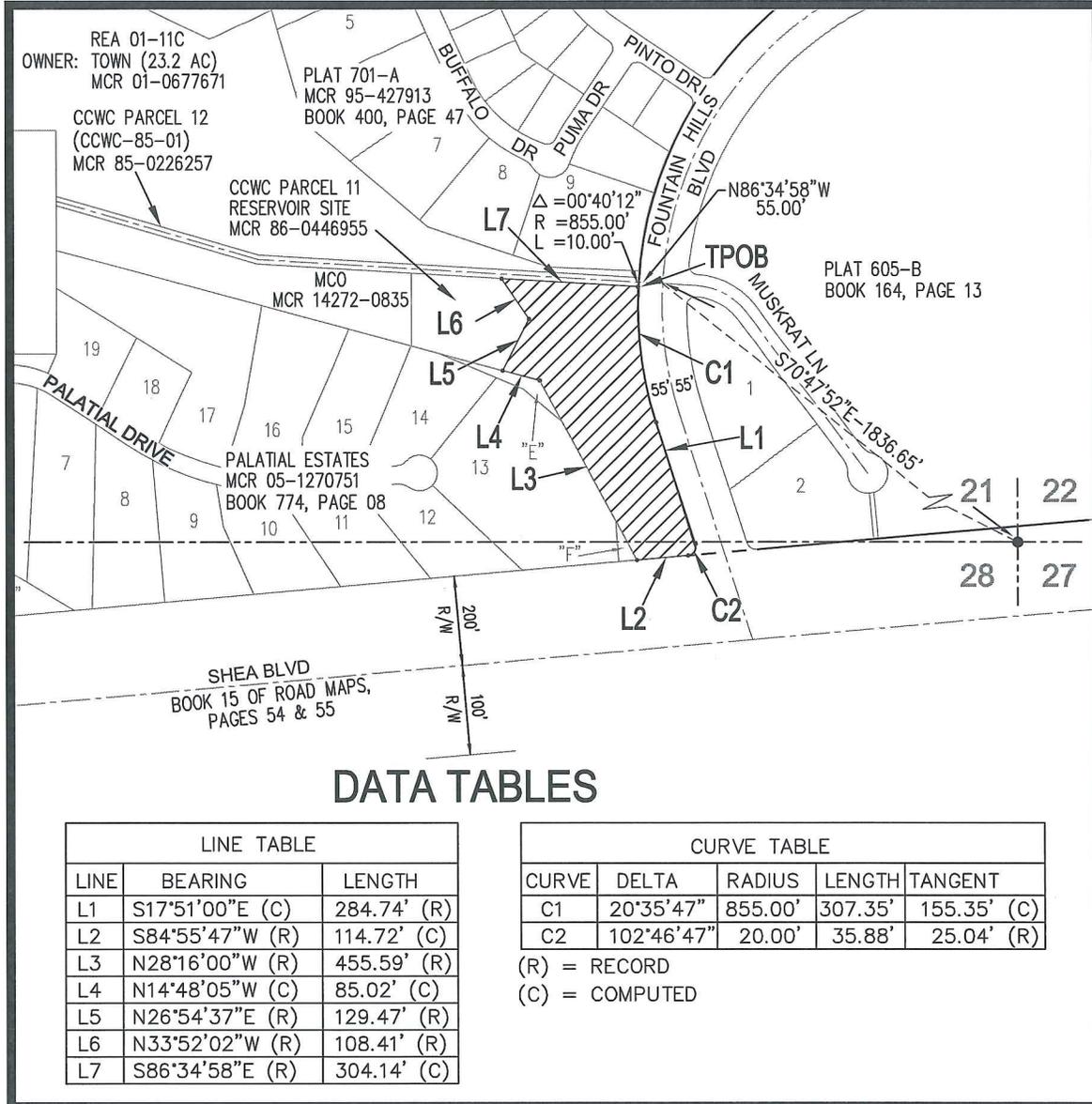
Thence north 33 degrees 52 minutes 02 seconds west and along the northeasterly boundary line of said CCWC Parcel 11, a distance of 108.41 feet to a point on the southerly boundary line of CCWC Parcel 12 (Tract No. CCWC-85-01), described in document No. 850226257, records of said county;

Thence leaving said CCWC Parcel 11 south 86 degrees 34 minutes 58 seconds east and along the southerly boundary line of said CCWC Parcel 12, a distance of 304.14 feet to the **TRUE POINT OF BEGINNING**;

This parcel contains an area of 3.07 acres, more or less.



EXHIBIT "C-1"
TOWN OF FOUNTAIN HILLS
PROPERTY ACQUISITION PARCEL REA 14-01 - (NEW TOWN LOT)
PART OF SECTIONS 21 & 28, T. 3 N., R. 6 E.



NOTE:

1. THIS PARCEL IS PROPOSED AND IS BASED ON THE RECORD BEARINGS AND DISTANCES ON THE ADJACENT PARCELS AND SUBDIVISIONS AND IS NOT THE RESULT OF A FIELD SURVEY.
2. EASEMENTS OF RECORD NOT SHOWN FOR CLARITY.

PARCEL REA 14-01
APPROXIMATE AREA TO BE
ACQUIRED (3.07 ACRES)
SUBJECT TO EASEMENTS

NORTH
SCALE: 1"= 400'

DATE: 4-29-14

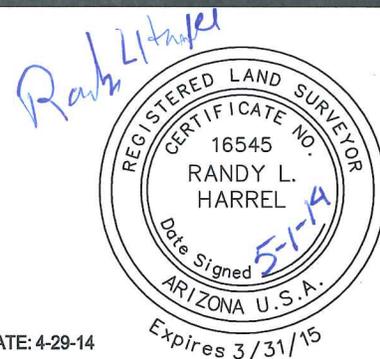


EXHIBIT D
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[Quitclaim Deed]

See following pages.

WHEN RECORDED RETURN TO:

Town Clerk
Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, Arizona 85268

EXEMPT FROM AFFIDAVIT OF PROPERTY VALUE PURSUANT TO ARIZ. REV. STAT. § 11-1134(A)(3).

QUITCLAIM

This Quitclaim dated _____2014, is between MCO Properties, Inc., a Delaware corporation (“Grantor”), and Town of Fountain Hills, Arizona, an Arizona municipal corporation (“Grantee”).

Pratt Properties, Inc., a Delaware corporation (“Pratt”), conveyed to the Fountain Hills Community Association the real property described on Exhibit “A” to this Quitclaim (the “Property”), by a Warranty Deed dated December 13, 1979, recorded in the office of the Maricopa County Recorder in docket 14123, pages 1143 to 1146 (the “Deed”). Pursuant to the Deed, Pratt imposed certain deed restrictions and reserved certain rights pertaining to the permitted use of the Property, including without limitation, certain reversionary rights (the “Restrictions and Rights”). The Deed provided that upon the incorporation of Fountain Hills as a municipality, the Property would become vested in Grantee, which vesting was reflected by the Warranty Deed dated March 16, 1990, recorded in the office of the Maricopa County Recorder on April 26, 1990, document No. 90-185664, between the Grantee and the Fountain Hills Community Association.

By Certificate of Amendment dated December 14, 1979, Pratt changed its name to MCO Properties, Inc.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby REMISES, RELEASES AND QUITCLAIMS to Grantee all of Grantor’s rights in the Restrictions and Rights.

[SIGNATURES ON FOLLOWING PAGES]

“GRANTOR”

MCO Properties, Inc., a Delaware corporation

By: _____

Name: _____

As Its: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared _____
_____, the _____ of MCO PROPERTIES,
INC., a Delaware corporation, whose identity was proven to me on the basis of satisfactory
evidence to be the person who he/she claims to be, and acknowledged that he/she signed the
above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

ACCEPTED BY:

“GRANTEE”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
QUITCLAIM
BETWEEN
MCO PROPERTIES, INC.
AND
TOWN OF FOUNTAIN HILLS

[Legal Description]

See following page(s).

**LEGAL DESCRIPTION
COMMUNITY THEATER PROPERTY**

Fountain Hills Arizona, Final Plat No. 302, Block 5, Lots 1 and 2, as recorded on December 14, 1972 in Book 156, Page 45 of the records of Maricopa County Arizona, and situated in the northeast quarter of Section 23, Township 3 North, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT E
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[Trailhead Site Plan]

See following pages.



engineering and environmental design

4649 E. COTTON GIN LOOP, STE. B2
PHOENIX, AZ PHN: (602) 438-2221
USA 85040 FAX: (602) 438-2225

www.j2design.us

CONSULTANT(S):

CLIENT:

TOWN OF FOUNTAIN HILLS
PARKS & RECREATION DEPT.
FOUNTAIN HILLS TOWN HALL
16705 E. AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, AZ 85269
(480) 816-5252

PROJECT: TITLE:

Town of Fountain Hills McDowell Mountain Preserve Central Trailhead Plans



SEAL:



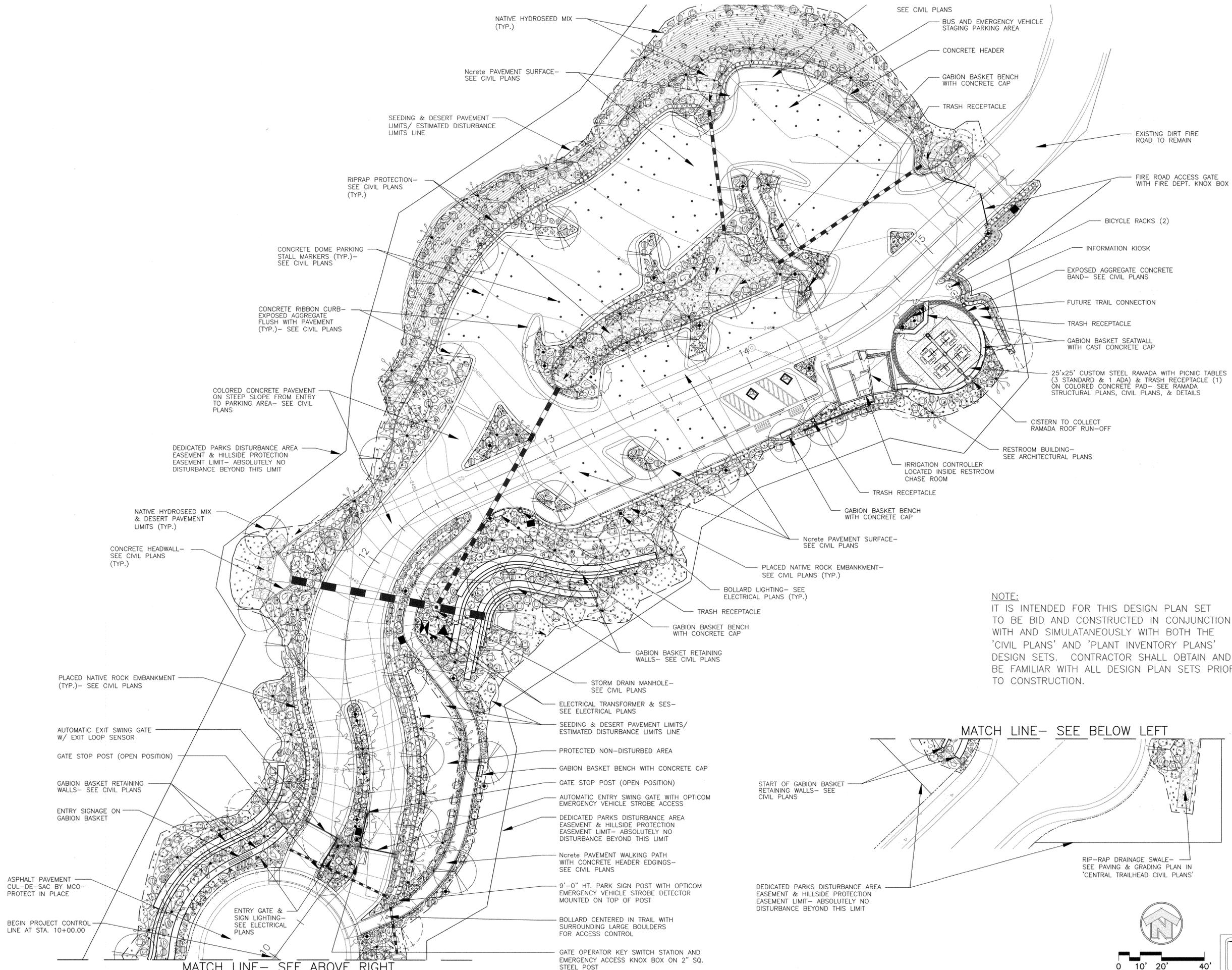
SUBMITTALS / REVISIONS:

NO.	MM/DD/YY	ISSUE
1	12/16/05	45% REVIEW
2	4/14/06	95% REVIEW
3	7/17/06	100% REVIEW
4	10/23/06	FINAL PS&E

DRAWN BY: K. WALLIN
DESIGNED BY: K. WALLIN
APPROVED BY: J. ENGELMANN
SCALE: 1"=20'
DATE: 10/23/06

J2 PROJECT NO.: 04.0039.2

DRAWING NO.: FH-1.03 SHEET NO.: 3 OF 42



NOTE:
IT IS INTENDED FOR THIS DESIGN PLAN SET TO BE BID AND CONSTRUCTED IN CONJUNCTION WITH AND SIMULTANEOUSLY WITH BOTH THE 'CIVIL PLANS' AND 'PLANT INVENTORY PLANS' DESIGN SETS. CONTRACTOR SHALL OBTAIN AND BE FAMILIAR WITH ALL DESIGN PLAN SETS PRIOR TO CONSTRUCTION.

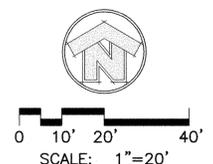
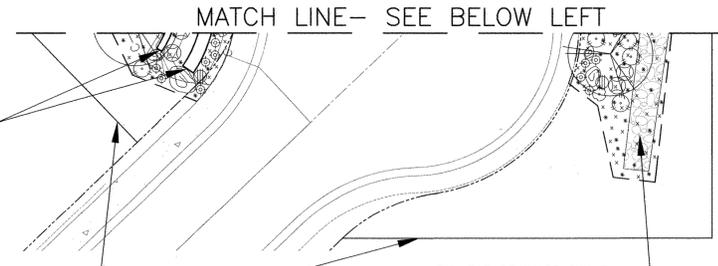


EXHIBIT F
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[Emergency/Utility Access]

See following pages.

When recorded, return to:

MCO Properties Inc.
16930 E. Palisades Blvd.
Fountain Hills, AZ 85628
Attn: Linda Lyman

518 0112108



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2001-1201367 12/20/01 14:27
5 OF 10

PALUNBOA

GRANT OF EMERGENCY/UTILITY ACCESS EASEMENT AND AGREEMENT

THIS GRANT OF EMERGENCY/UTILITY ACCESS EASEMENT AND AGREEMENT is made as of December 20, 2001, by MCO Properties L.P., a Delaware limited partnership d/b/a MCO Properties Limited Partnership ("Grantor") and MCO Properties Inc., a Delaware corporation ("Grantee"), with reference to the following:

- A. Grantor is the record owner of certain real property located in Fountain Hills, Maricopa County, Arizona as described on Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Area").
- B. Grantor desires to grant an easement over, across and through the Easement Area for the benefit of Grantee and its successors and assigns on the terms provided herein.

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

1. Emergency/Utility Access Easement.

a. Grantor hereby grants to Grantee and its successors and assigns, a non-exclusive easement on, over, under and through the Easement Area for the purposes of (i) constructing and using (on the terms set forth herein) an emergency access and pedestrian roadway; and (ii) constructing, improving, maintaining, repairing, replacing, and operating utilities, together with rights of ingress and egress over the Easement Area for the purpose of accessing and using all such utilities improvements located thereon, on the following terms.

b. Grantee may only develop underground utilities, including customary aboveground appurtenances, under or immediately adjacent to the twenty (20) foot wide emergency access road (or other less obtrusive configuration as may be allowed) that is to be developed within the Easement Area. Any aboveground appurtenances shall be located and situated such that their visibility is minimal.

2. Terms.

a. Except as otherwise provided herein, the Easement Area shall be used for (i) emergency vehicular and pedestrian access to the property surrounding the Easement Area when (a) the southern route, which is presently known as "Eagle Ridge Drive," to the adjoining property presently known as "Eagle Ridge North," is blocked or otherwise impassable; or (b) in other emergency situations involving public safety and/or the protection of private property; and (ii)

improvements for utilities which may service adjoining property, and related purposes; and (iii) a pedestrian trail.

b. Grantee shall complete the initial development of utility lines and other infrastructure within the Easement Area concurrently with initial subdivision improvements and initial development of the emergency access road. Upon its completion of surface improvement work within the Easement Area, Grantee or its successors or assigns, as applicable, shall return the surface of the Easement Area and abutting areas to as natural a state as reasonably possible, including any revegetation and natural color restoration reasonably necessary to minimize the appearance of previous disturbance as viewed from offsite (the "Restoration Work"). Following completion of the Restoration Work after initial improvement of the Easement Area, (i) Grantee, and each of the successors and assigns of Grantee then holding easement rights under this Agreement, shall be responsible for maintenance and repairs of their respective improvements to the Easement Area, except in the event of the gross negligence or intentional misconduct of then owner of fee title to the Easement Area; and (ii) the then owner of fee title to the Easement Area shall be responsible for all other maintenance of the Easement Area and repairs of improvements within the Easement Area.

c. The parties hereto and their successors and assigns shall cooperate in order to carry out the provisions of this Agreement. Upon the request of either party or its successors or assigns, the parties shall each designate and appoint a representative to act respectively on their behalf hereunder, except as otherwise required by law. The representatives shall be available at all reasonable times to facilitate exercise of the rights and obligations provided for under this Agreement. If an impasse or dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to first try in good faith to settle the dispute by negotiation. In the event of any such negotiation, the parties shall personally meet in an effort to resolve such dispute within twenty (20) days of written request to do so by either. Upon a failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement, and failure of the procedures set forth above, the other party may give written notice of default specifying the nature of the failure or delay and the manner in which it may be satisfactorily cured, if possible. In the event such failure or delay is not cured within ten (10) days after such notice, the party receiving such notice shall be in default hereunder, and the nondefaulting party shall have all rights and remedies which may be available at law or in equity against the party in default hereunder.

3. Character of Agreement and Easement. This agreement, together with the rights, obligations, and easement granted hereunder are perpetual and binding on the parties and shall run with the land, and burden the Easement Area and benefit the Grantee and its successors and assigns.

4. Assignment. This Agreement, together with the rights and obligations granted hereunder, shall be fully assignable by Grantee and its successors and assigns, in their sole discretion. Without limiting the foregoing, Grantee and its successors and assigns may assign this Agreement to successor owners of the properties adjoining the Easement Area, property owner associations with respect to such properties, and utilities providers.

5. Termination of Easement. This agreement and the easement hereunder shall not be terminated by vesting of rights to the Easement Area and the ownership thereof in the same person or person. This agreement and easement hereunder may only be terminated by the agreement of the holders of the easement rights hereunder, and the then owner of fee title to the Easement Area. Such

termination shall take effect upon recordation of a written memorandum of such agreement, signed by all such parties.

6. Severability. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this agreement shall become illegal, null or void for any reason, or be held by a court of competent jurisdiction to be so, the remaining portion shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above written.

“Grantor”

“Grantee”

MCO Properties L.P., a Delaware limited partnership

MCO Properties Inc., a Delaware corporation

By: MCO Properties Inc., a Delaware corporation, its general partner

By: Linda F. Lyman
Name: Linda F. Lyman
Title: Assistant Secretary

By: Gregory S. Bielli
Name: GREGORY S. BIELLI
Title: V.P.

STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

The foregoing instrument was acknowledged before me this 20th day of December, 2001, by GREGORY S. BIELLI, as VICE PRESIDENT of MCO Properties L.P., a Delaware limited partnership, by MCO Properties Inc., a Delaware corporation, its general partner, on behalf of said partnership.

Melanie S. Pavlet
Notary Public in and for the
State of Arizona



STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

The foregoing instrument was acknowledged before me this 20th day of December, 2001, by LINDA F. LYMAN, as ASSISTANT SECRETARY of MCO Properties Inc., a Delaware corporation, on behalf of said corporation.

Melanie S Pavlet
Notary Public in and for the
State of Arizona



Exhibit "A"

LEGAL DESCRIPTION OF EASEMENT AREA

[Faint, illegible text, likely a legal description of an easement area, possibly including property boundaries, easement details, and survey information.]

**LEGAL DESCRIPTION
OF
AN EMERGENCY VEHICLE ACCESS
AND
PUBLIC UTILITY
EASEMENT**

BEING AN EASEMENT WITHIN PORTIONS OF SECTIONS 6 AND 7 OF
TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7;

THENCE S. $89^{\circ}57'26''$ W., ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 2269.80 FEET;

THENCE DEPARTING PERPENDICULAR TO SAID NORTH LINE, S. $00^{\circ}02'34''$ E., A DISTANCE OF 2037.81 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS POINT THAT BEARS N. $53^{\circ}45'26''$ W., A DISTANCE OF 100.00 FEET;

SAID POINT IS ALSO THE POINT OF BEGINNING FOR A CENTERLINE DESCRIPTION OF SAID EASEMENT;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $55^{\circ}59'17''$, THE EASEMENT LIMITS BEING 22.21 FEET LEFT AND 15.17 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 97.72 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 75.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $85^{\circ}38'24''$, THE EASEMENT LIMITS BEING 22.21 FEET LEFT AND 22.77 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 112.10 FEET;

THENCE N. $65^{\circ}53'41''$ E., THE EASEMENT LIMITS BEING 22.21 FEET LEFT AND 22.77 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 189.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $18^{\circ}42'47''$, THE EASEMENT LIMITS BEING 24.82 FEET LEFT AND 14.60 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 48.99 FEET;

THENCE N. $47^{\circ}10'54''$ E., THE EASEMENT LIMITS BEING 24.82 FEET LEFT AND 14.60 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 75.46 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 110.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $107^{\circ}29'34''$, THE EASEMENT LIMITS BEING 19.43 FEET LEFT AND 29.14 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 206.37 FEET;

THENCE N. 60°18'40" W., THE EASEMENT LIMITS BEING 19.43 FEET LEFT AND 13.79 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 96.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°23'25", THE EASEMENT LIMITS BEING 14.75 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 134.54 FEET;

THENCE N. 08°55'15" W., THE EASEMENT LIMITS BEING 14.75 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 61.85 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°02'46", THE EASEMENT LIMITS BEING 14.75 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 38.48 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°53'55", THE EASEMENT LIMITS BEING 20.13 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 80.20 FEET;

THENCE N. 60°55'54" E., THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 138.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 398.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°13'54", THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 182.22 FEET;

THENCE N. 34°42'00" E., THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 148.91 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 123.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°36'49", THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 108.66 FEET;

THENCE N. 15°54'49" W., THE EASEMENT LIMITS BEING 14.91 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 29.35 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 52.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°35'37", THE EASEMENT LIMITS BEING 18.69 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 54.99 FEET;

THENCE N. 44°40'48" E., THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 67.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'19", THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 78.58 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°22'16", THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 132.84 FEET;

THENCE N. 30°33'51" E., THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 69.70 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°45'02", THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 55.42 FEET;

THENCE N. 62°18'53" E., THE EASEMENT LIMITS BEING 13.00 FEET LEFT AND 15.75 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 89.53 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 130.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°27'44", THE EASEMENT LIMITS BEING 13.00 FEET LEFT AND 15.75 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 128.11 FEET;

THENCE N. 05°51'09" E., THE EASEMENT LIMITS BEING 13.00 FEET LEFT AND 15.75 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 32.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°33'21", THE EASEMENT LIMITS BEING 11.69 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 92.12 FEET;

THENCE N. 16°24'30" E., THE EASEMENT LIMITS BEING 28.01 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 79.11 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 800.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°36'30", THE EASEMENT LIMITS BEING 28.01 FEET LEFT AND 15.59 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 190.01 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°01'52", THE EASEMENT LIMITS BEING 16.28 FEET LEFT AND 15.59 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 87.54 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°57'21", THE EASEMENT LIMITS BEING 13.83 FEET LEFT AND 15.59 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 120.20 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 400.00 FEET;

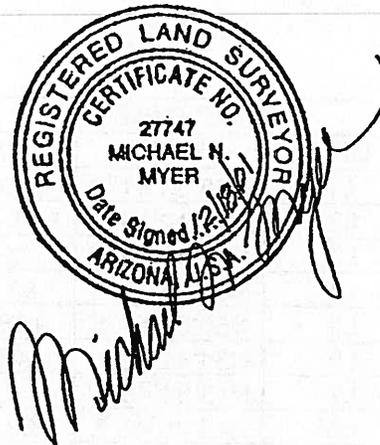
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'02", THE EASEMENT LIMITS BEING 19.05 FEET LEFT AND BOUNDED ON THE RIGHT OF EASEMENT CENTERLINE BY THE BOUNDARY FOR THE PROPOSED *EAGLES NEST* SUBDIVISION, AN ARC LENGTH OF 94.60 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°27'56", THE EASEMENT LIMITS BEING 30.69 FEET LEFT AND BOUNDED ON THE RIGHT OF EASEMENT CENTERLINE BY THE BOUNDARY FOR THE PROPOSED *EAGLES NEST* SUBDIVISION, AN ARC LENGTH OF 18.27 FEET TO THE POINT OF ENDING.

NOTE:

THE ABOVE DESCRIBED EASEMENT LIMITS ARE TO BE PROLONGED OR SHORTENED TO MATCH THE BOUNDARIES OF THE PROPOSED "EAGLES NEST" AND "EAGLE RIDGE NORTH" SUBDIVISIONS.

THE ABOVE EASEMENT DESCRIPTION CONTAINS 99,731 SQUARE FEET OR 2.29 ACRES MORE OR LESS.

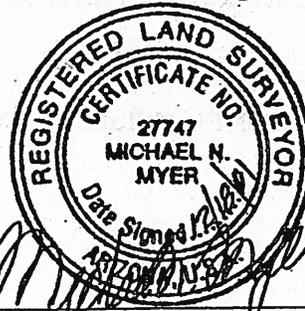


PROPOSED EAGLES NEST SUBDIVISION

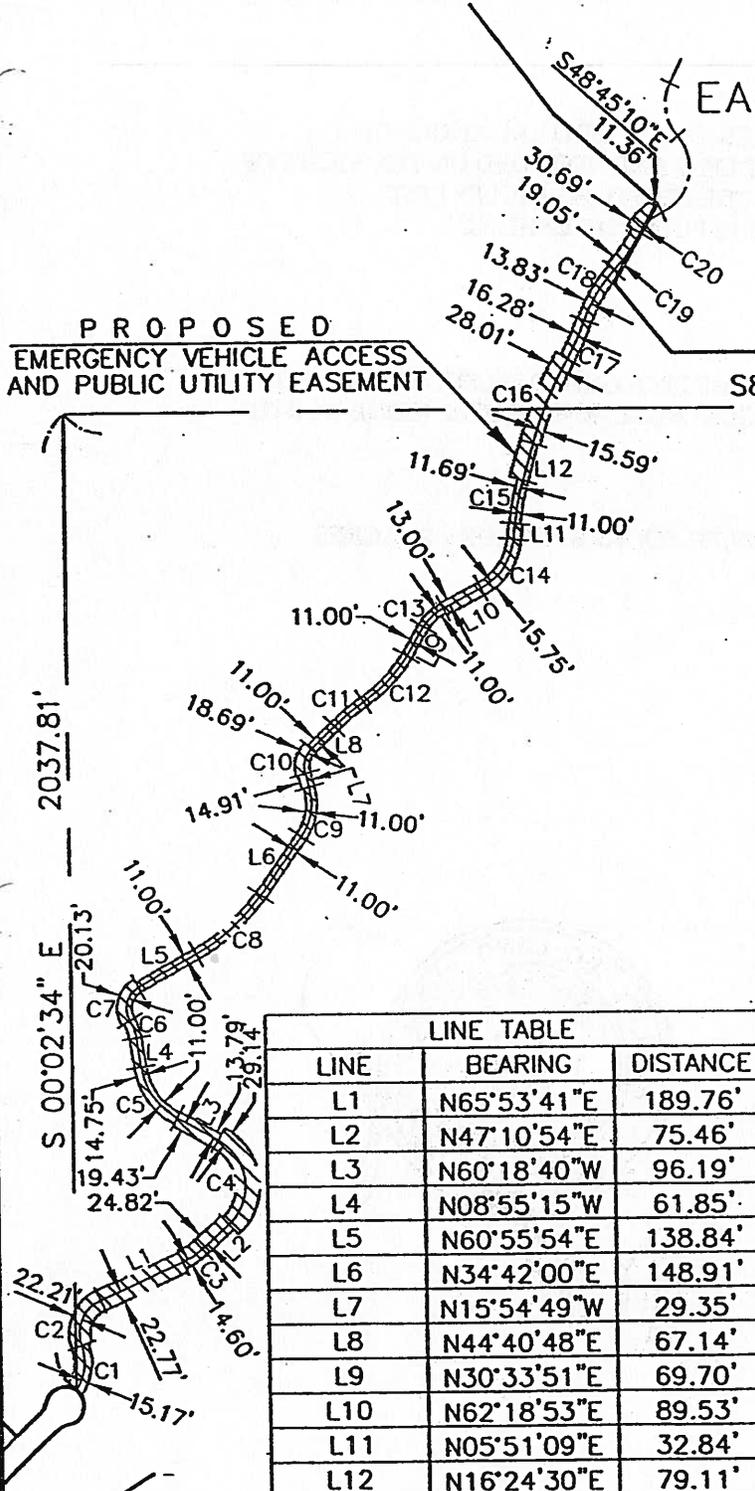
P.O.C.
SE COR SECTION 6/
NE COR SECTION 7
T. 3 N., R. 6 E.,
G. & S. R. B. & M.,
FD. GLO BRASS CAP

PROPOSED
EMERGENCY VEHICLE ACCESS
AND PUBLIC UTILITY EASEMENT

S89°57'26"W
2269.80'



1" = 400'



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	55°59'17"	100.00'	97.72'	53.16'
C2	85°38'24"	75.00'	112.10'	69.50'
C3	18°42'47"	150.00'	48.99'	24.72'
C4	107°29'34"	110.00'	206.37'	150.00'
C5	51°23'25"	150.00'	134.54'	72.17'
C6	22°02'46"	100.00'	38.48'	19.48'
C7	91°53'55"	50.00'	80.20'	51.68'
C8	26°13'54"	398.00'	182.22'	92.73'
C9	50°36'49"	123.00'	108.66'	58.16'
C10	60°35'37"	52.00'	54.99'	30.38'
C11	11°15'19"	400.00'	78.58'	39.41'
C12	25°22'16"	300.00'	132.84'	67.53'
C13	31°45'02"	100.00'	55.42'	28.44'
C14	56°27'44"	130.00'	128.11'	69.80'
C15	10°33'21"	500.00'	92.12'	46.19'
C16	13°36'30"	800.00'	190.01'	95.45'
C17	10°01'52"	500.00'	87.54'	43.88'
C18	22°57'21"	300.00'	120.20'	60.91'
C19	13°33'02"	400.00'	94.60'	47.52'
C20	10°27'56"	100.00'	18.27'	9.16'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N65°53'41"E	189.76'
L2	N47°10'54"E	75.46'
L3	N60°18'40"W	96.19'
L4	N08°55'15"W	61.85'
L5	N60°55'54"E	138.84'
L6	N34°42'00"E	148.91'
L7	N15°54'49"W	29.35'
L8	N44°40'48"E	67.14'
L9	N30°33'51"E	69.70'
L10	N62°18'53"E	89.53'
L11	N05°51'09"E	32.84'
L12	N16°24'30"E	79.11'

PROPOSED EAGLE RIDGE NORTH SUBDIVISION

H:\PROJ\8294002\Dwg\MISC\EVAE-PUE.dwg 12/18/2001

EAGLES NEST & EAGLE RIDGE NORTH

SCALE: 1" = 400'

SHEET: 1 OF 1



DRAWING: EVAE-PUE

PROJECT: 8294002

DRAWN: MNM

CHECKED: JGS

EMERGENCY VEHICLE ACCESS AND PUBLIC UTILITY EASEMENT EXHIBIT

EXHIBIT G
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

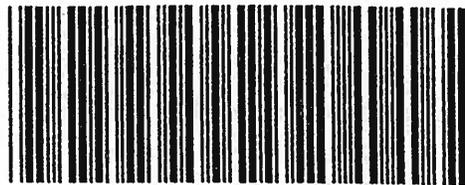
[Water Tank]

See following pages.

STEWART TITLE & TRUST E. L. ...

When recorded, return to:

MCO Properties Inc.
16930 E. Palisades Blvd.
Fountain Hills, AZ 85628
Attn: Linda Lyman



ERN

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2001-1201366 12/20/01 14:27
4 OF 10

PALUMBOA

418 0112108

GRANT OF RESERVOIR AND ACCESS EASEMENT AND AGREEMENT

THIS GRANT OF RESERVOIR AND ACCESS EASEMENT AND AGREEMENT is made as of December 20, 2001, by MCO Properties L.P., a Delaware limited partnership d/b/a MCO Properties Limited Partnership ("Grantor") and MCO Properties Inc., a Delaware corporation ("Grantee"), with reference to the following:

- A. Grantor is the record owner of certain real property located in Fountain Hills, Maricopa County, Arizona as described on Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Area").
- B. Grantor desires to grant an easement over, across and through the Easement Area for the benefit of Grantee and its successors and assigns on the terms provided herein.

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

1. Reservoir and Access Easement. Grantor hereby grants to Grantee and its successors and assigns, an exclusive easement on, over, under, and through the Easement Area for the purposes of constructing, improving, maintaining, repairing, replacing, and operating (i) a reservoir (ii) an improved access corridor to and from such reservoir, and (iii) related improvements, together with rights of ingress and egress over the Easement Area for the purpose of accessing and using all such improvements located thereon, on the following terms.

2. Terms.

a. Upon its completion of any improvements to the Easement Area, Grantee or its successor or assigns, as applicable, shall use reasonable efforts to return the Easement Area to its condition prior to installation of such improvements, but consistent with its uses hereunder, including any revegetation and natural color restoration reasonably necessary to minimize the appearance of any disturbance created by such work thereon (the "Restoration Work"). Following completion of the Restoration Work after initial improvement of the Easement Area, Grantee, or the successors and assigns of Grantee then holding the easement rights under this Agreement, shall be responsible for maintenance and repairs of the Easement Area, except in the event of the gross negligence or intentional misconduct of the then owner of fee title to the Easement Area.

b. The parties hereto and their successors and assigns shall cooperate in order to carry out the provisions of this Agreement. Upon the request of either party or its successors or assigns, the parties shall each designate and appoint a representative to act respectively on their

behalf hereunder, except as otherwise required by law. The representatives shall be available at all reasonable times to facilitate exercise of the rights and obligations provided for under this Agreement. If an impasse or dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to first try in good faith to settle the dispute by negotiation. In the event of any such negotiation, the parties shall personally meet in an effort to resolve such dispute within twenty (20) days of written request to do so by either. Upon a failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement, and failure of the procedures set forth above, the other party may give written notice of default specifying the nature of the failure or delay and the manner in which it may be satisfactorily cured, if possible. In the event such failure or delay is not cured within ten (10) days after such notice, the party receiving such notice shall be in default hereunder, and the nondefaulting party shall have all rights and remedies which may be available at law or in equity against the party in default hereunder.

3. Character of Agreement and Easement. This agreement, together with the rights, obligations, and easement granted hereunder are perpetual and binding on the parties and shall run with the land, and burden the Easement Area and benefit the Grantee and its successors and assigns.

4. Assignment. This Agreement, together with the rights and obligations granted hereunder, shall be fully assignable by Grantee and its successors and assigns, in their sole discretion. Without limiting the foregoing, Grantee and its successors and assigns may assign this Agreement to successor owners of the properties served by the utilities installed in the Easement Area, property owner associations with respect to such properties, and utilities providers, including without limitation Chaparral City Water Company and any successor water service provider.

5. Termination of Easement. This agreement and the easement hereunder shall not be terminated by vesting of rights to the Easement Area and the ownership thereof in the same person or person. This agreement and easement hereunder may only be terminated by the agreement of the holders of the easement rights hereunder, and the then owner of fee title to the Easement Area. Such termination shall take effect upon recordation of a written memorandum of such agreement, signed by all such parties.

6. Severability. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this agreement shall become illegal, null or void for any reason, or be held by a court of competent jurisdiction to be so, the remaining portion shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above written.

"Grantor"

"Grantee"

MCO Properties L.P., a Delaware limited partnership

MCO Properties Inc., a Delaware corporation

By: MCO Properties Inc., a Delaware corporation, its general partner

By: Linda F. Lyman
Name: Linda F. Lyman
Title: Assistant Secretary

By: G. S. Bielli
Name: GREGORY S. BIELLI
Title: V.P.

STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

The foregoing instrument was acknowledged before me this 20th day of December, 2001, by GREGORY S. BIELLI, as VICE PRESIDENT of MCO Properties L.P., a Delaware limited partnership, by MCO Properties Inc., a Delaware corporation, its general partner, on behalf of said partnership.

Melanie S. Pavlet
Notary Public in and for the
State of Arizona



STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

The foregoing instrument was acknowledged before me this 20th day of December, 2001, by LINDA F. LYMAN, as ASSISTANT SECRETARY of MCO Properties Inc., a Delaware corporation, on behalf of said corporation.

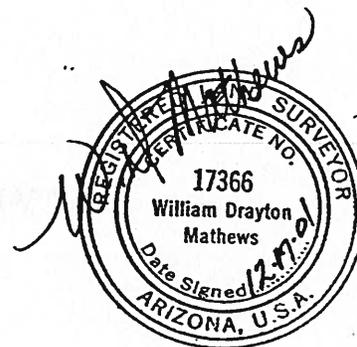
Melanie S. Pavlet
Notary Public in and for the
State of Arizona



Exhibit "A"

LEGAL DESCRIPTION OF EASEMENT AREA

LEGAL DESCRIPTION
OF
A UTILITY VEHICLE ACCESS
AND
PUBLIC UTILITY EASEMENT



BEING AN EASEMENT WITHIN A PORTION OF SECTION 7 OF TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7;

THENCE S. 89°57'26" W., ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 1009.06 FEET;

THENCE S. 00°00'04" E. A DISTANCE OF 1992.18 FEET;

THENCE S. 30°59'00" E., A DISTANCE OF 103.98 FEET TO THE POINT OF BEGINNING FOR THE LEGAL DESCRIPTION FOR THE PROPOSED EAGLE RIDGE NORTH SUBDIVISION;

THENCE S. 59°08'54" W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 380.02 FEET;

THENCE N. 66°02'43" W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 267.88 FEET;

THENCE N. 52°48'24" W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 227.70 FEET;

THENCE N. 75°45'17" W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 73.67 FEET;

THENCE S. 44°03'01" W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 265.40 FEET;

THENCE S. 84°44'21" W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 146.14 FEET;

THENCE S. 58°32'12" W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 396.00 FEET;

THENCE N. 36°31'11" W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 119.42 FEET;

THENCE N. 46°06'32" E., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 252.63 FEET, TO A POINT OF CURVATURE FOR A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 40.00 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, THROUGH A CENTRAL ANGLE OF 35°39'33" AN ARC LENGTH OF 24.89 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET;

THENCE ALONG SAID CURVE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION THROUGH A CENTRAL ANGLE OF $251^{\circ}19'06''$ AN ARC LENGTH OF 175.45 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION THROUGH A CENTRAL ANGLE OF $35^{\circ}39'33''$, AN ARC LENGTH OF 24.89 FEET TO THE POINT OF TANGENCY FOR A LINE BEARING S. $46^{\circ}06'32''$ W.;

THENCE ALONG SAID LINE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION A DISTANCE OF 69.23 FEET;

THENCE N. $46^{\circ}40'41''$ W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 251.52 FEET;

THENCE N. $51^{\circ}09'44''$ W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 419.71 FEET;

THENCE N. $66^{\circ}08'45''$ W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 497.09 FEET;

THENCE N. $53^{\circ}45'01''$ W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 542.54 FEET;

THENCE S. $62^{\circ}36'57''$ W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 405.10 FEET, TO A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 430.00 FEET;

THENCE ALONG SAID CURVE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION THROUGH A CENTRAL ANGLE OF $25^{\circ}05'43''$ AN ARC LENGTH OF 188.34 FEET TO THE POINT OF TANGENCY FOR A LINE BEARING S. $09^{\circ}39'02''$ E.;

THENCE ALONG SAID LINE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 37.32 FEET;

THENCE S. $80^{\circ}20'58''$ W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 25.25 FEET TO A POINT OF CURVATURE FOR A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 180.00 FEET;

THENCE ALONG SAID CURVE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION THROUGH A CENTRAL ANGLE OF $24^{\circ}23'35''$ AN ARC LENGTH OF 76.63 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 190.00 FEET;

THENCE ALONG SAID CURVE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION THROUGH A CENTRAL ANGLE OF $25^{\circ}11'04''$ AN ARC LENGTH OF 83.52 FEET TO THE POINT OF TANGENCY FOR A LINE BEARING S. $79^{\circ}33'28''$ W.;

THENCE ALONG SAID LINE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION A DISTANCE OF 23.39 FEET;

THENCE N. $26^{\circ}05'37''$ W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 157.37 FEET;

THENCE N. $59^{\circ}10'00''$ W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 140.64 FEET;

THENCE S. 60°05'20" W., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 119.65 FEET;

THENCE S. 24°24'05" E., ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, A DISTANCE OF 263.43 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 180.00;

THENCE ALONG SAID CURVE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION THROUGH A CENTRAL ANGLE OF 35°02'53" AN ARC LENGTH OF 110.11 FEET TO THE POINT OF TANGENCY FOR A LINE BEARING N. 81°16'37" W.;

THENCE ALONG SAID LINE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION A DISTANCE OF 74.85 FEET TO A POINT OF CURVATURE FOR A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE SAID CURVE AND ALONG THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION, THROUGH A CENTRAL ANGLE OF 49°36'42" AN ARC LENGTH OF 43.29 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET;

THENCE ALONG SAID CURVE AND THE NORTH BOUNDARY OF SAID PROPOSED SUBDIVISION THROUGH A CENTRAL ANGLE OF 100°06'05" AN ARC LENGTH OF 69.88 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS POINT THAT BEARS S. 30°13'47" E., A RADIUS OF 100.00 FEET;

SAID POINT IS ALSO THE POINT OF BEGINNING FOR THE CENTERLINE DESCRIPTION OF SAID EASEMENT;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°13'59", THE EASEMENT LIMITS BEING 14.00 FEET LEFT AND 15.17 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 5.64 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'33", THE EASEMENT LIMITS BEING 14.00 FEET LEFT AND 15.17 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 54.65 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°24'45", THE EASEMENT LIMITS BEING 14.00 FEET LEFT AND 15.17 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 54.82 FEET TO THE POINT OF TANGENCY FOR A LINE BEARING N. 16°27'36" W.;

THENCE NORTHERLY ALONG SAID LINE A DISTANCE OF 83.10 FEET, THE EASEMENT LIMITS BEING 34.19 FEET LEFT AND 28.63 FEET RIGHT OF EASEMENT CENTERLINE, TO A POINT OF CURVATURE FOR A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°16'24", THE EASEMENT LIMITS BEING 34.19 FEET LEFT AND 34.19 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 23.80 FEET TO THE POINT OF TANGENCY FOR A LINE BEARING N. 43°44'00" W.;

THENCE NORTHERLY ALONG SAID LINE A DISTANCE OF 147.18 FEET TO THE POINT OF
ENDING FOR THE CENTERLINE DESCRIPTION OF SAID EASEMENT, THE EASEMENT LIMITS
BEING 77.56 FEET LEFT AND 77.56 FEET RIGHT OF THE EASEMENT CENTERLINE.

NOTE:

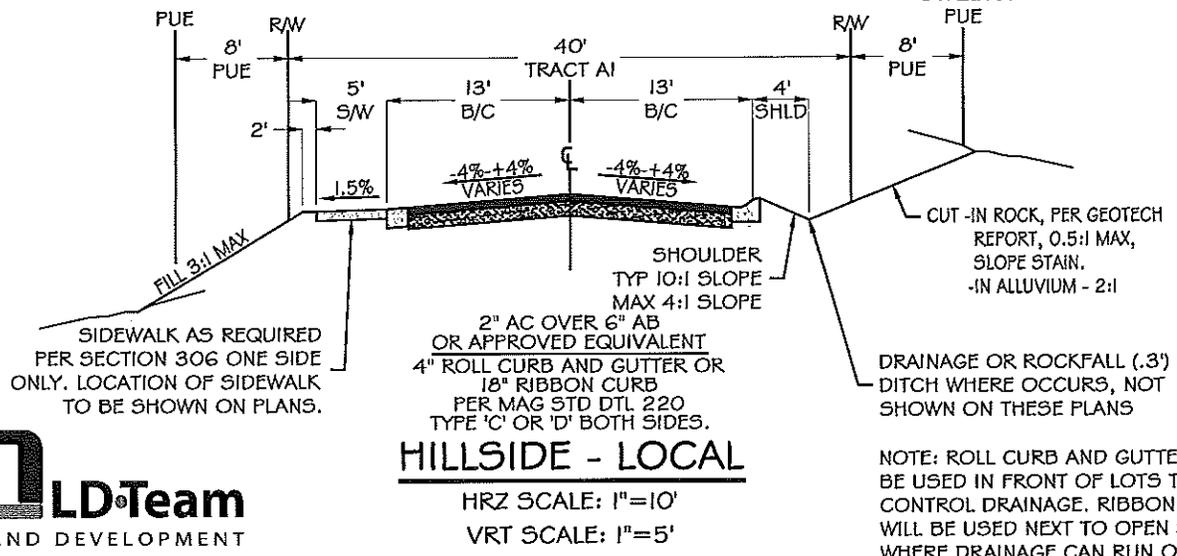
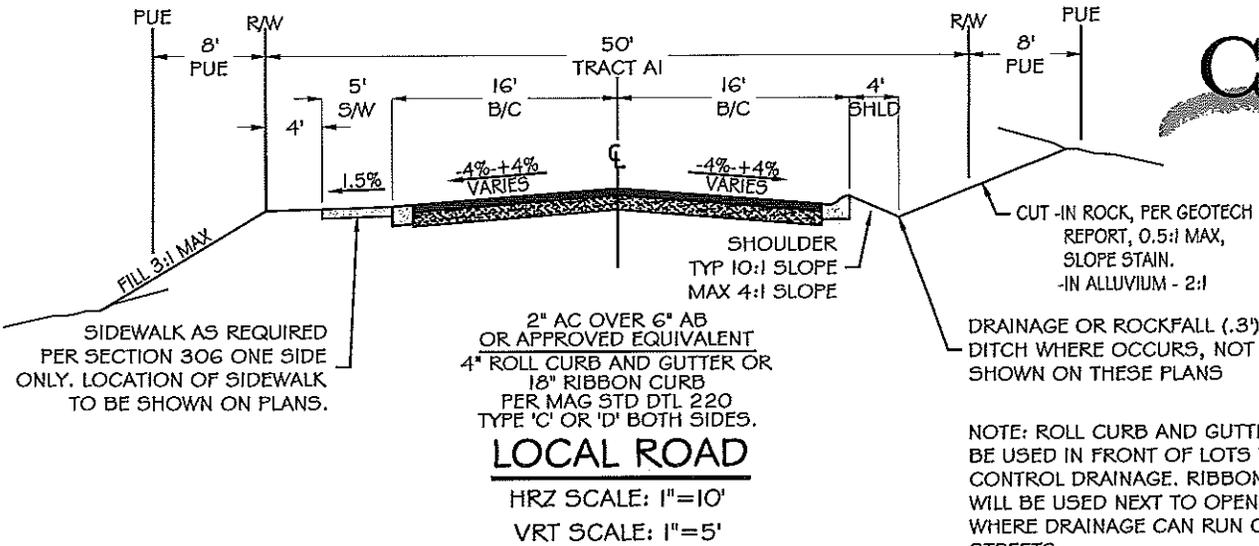
OFFSET EXTENSIONS AT THE POINT OF BEGINNING ARE TO BE PROLONGED OR
SHORTENED TO ENSURE CLOSURE WITH THE PARCEL BOUNDARY CURVATURE.

THE ABOVE EASEMENT DESCRIPTION CONTAINS 33,057 SQUARE FEET OR 0.76 ACRES
MORE OR LESS.

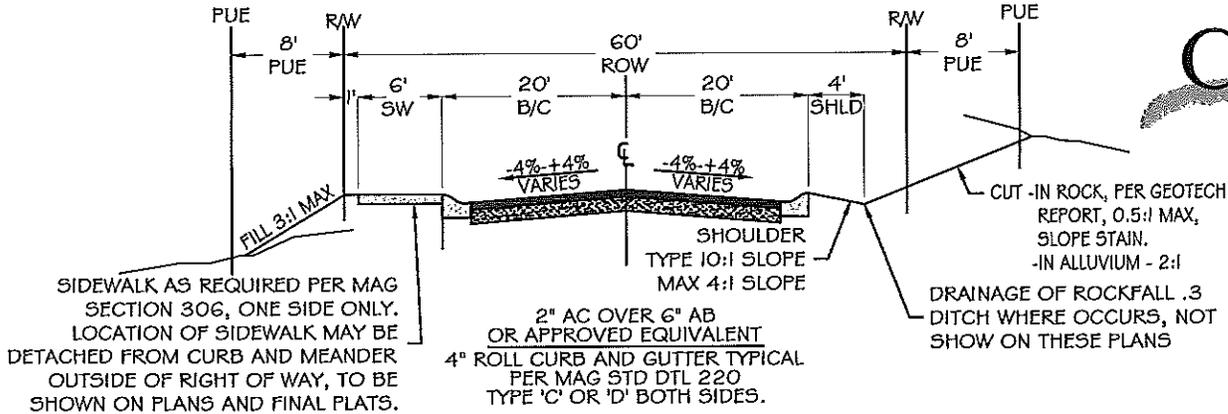
EXHIBIT H
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[Roadway Cross Sections]

See following pages.

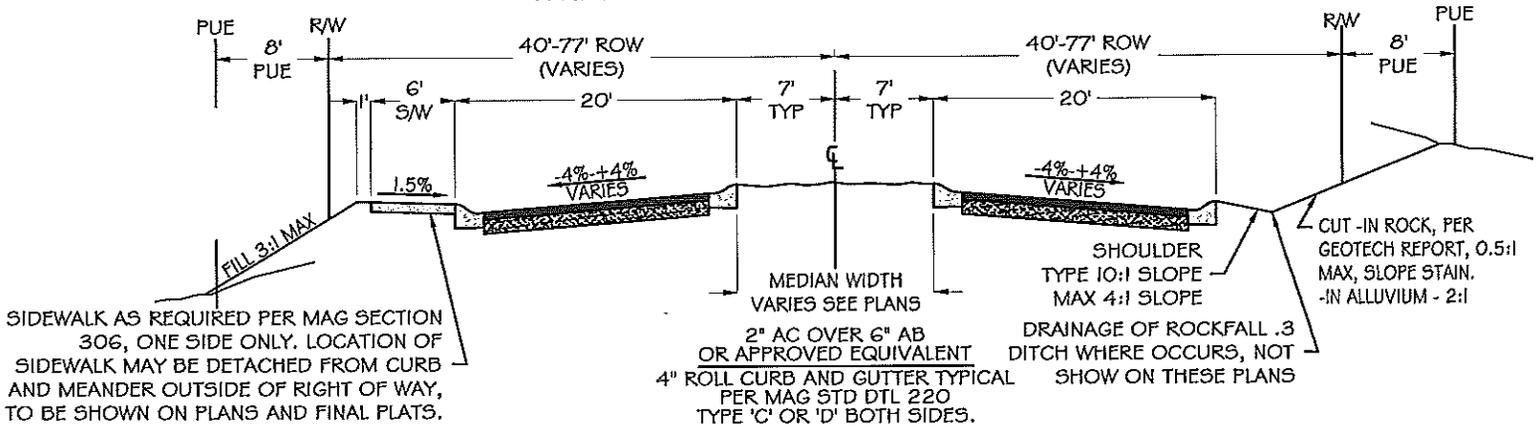


ADERO CANYON



MINOR COLLECTOR

HORZ SCALE: 1"=10'
VERT SCALE: 1"=5'



MINOR COLLECTOR DIVIDED WITH MEDIAN

HORZ SCALE: 1"=10'
VERT SCALE: 1"=5'

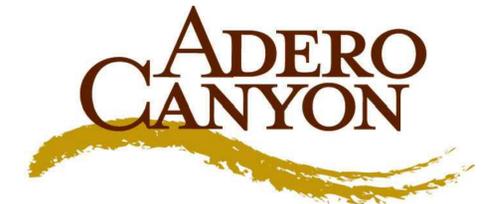


1426 North 2nd Street, Suite 100 Office 602-396-5700
Phoenix, Arizona 85004 Fax 602-396-5701
www.LD-Team.com

EXHIBIT I
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[New Cut and Fill Waivers]

See following pages.



CUT & FILL EXHIBIT



LEGEND

-  CUT AREAS OVER 10' DEEP OUTSIDE OF ROADWAY
-  CUT AREAS OVER 10' DEEP WITHIN ROADWAY
-  FILL AREAS OVER 10' DEEP OUTSIDE OF ROADWAY
-  FILL AREAS OVER 10' DEEP WITHIN ROADWAY

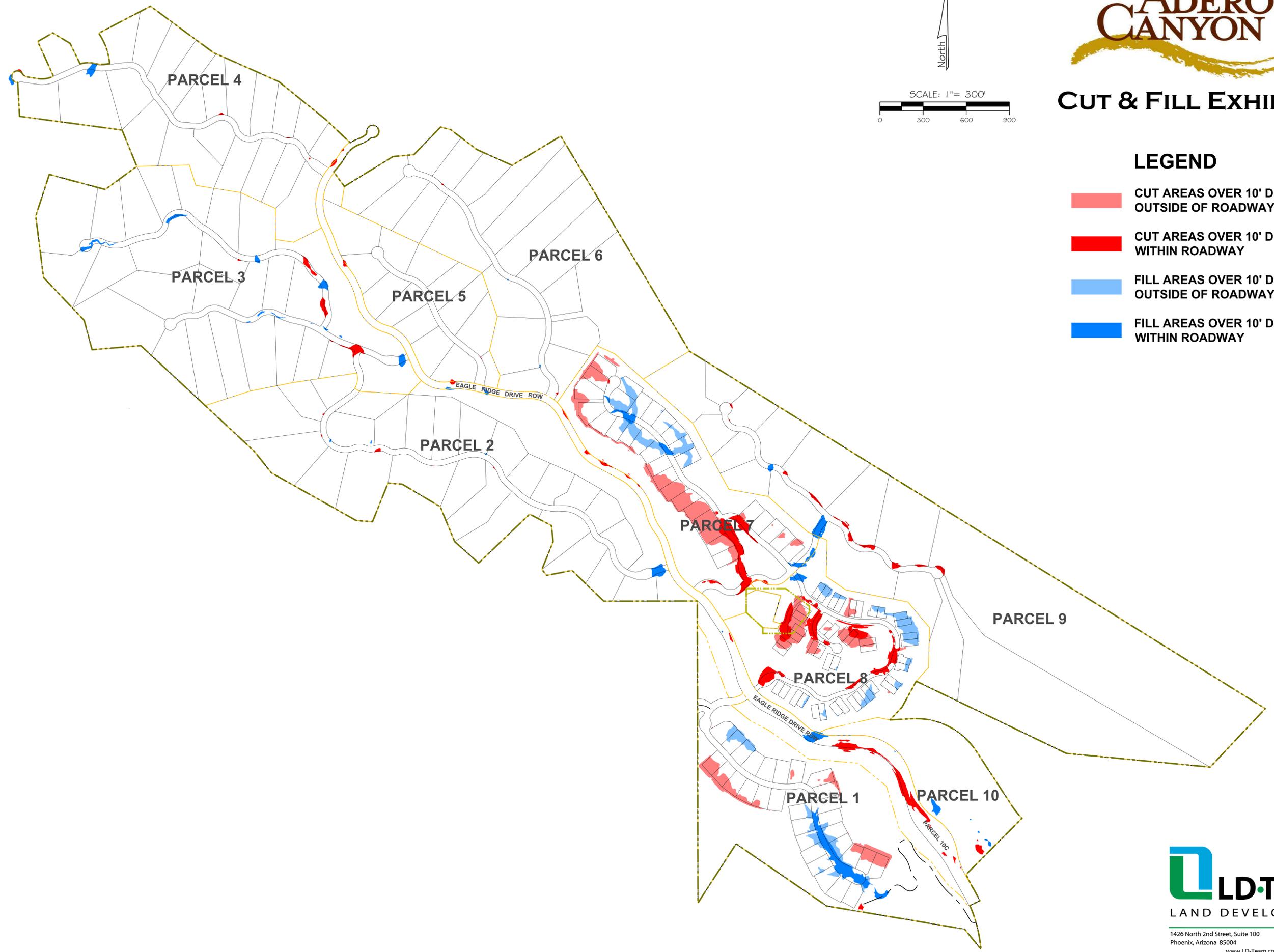


EXHIBIT J
TO
FINAL SETTLEMENT AGREEMENT
AMENDED AND RESTATED MAY 1, 2014
BETWEEN THE
TOWN OF FOUNTAIN HILLS
AND
MCO PROPERTIES INC.

[Form of Hillside Protection Easement]

See following pages.

When recorded, please return to:

Town of Fountain Hills
P. O. Box 17958
Fountain Hills, AZ 85269

Attn: Community Development

I
I
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I

Maricopa County Recorder
Stamp goes here.

CAPTION HEADING:

**GRANT OF HILLSIDE PROTECTION EASEMENT
{ HPE 200__ - __ }
{ NAME OF GRANTING PARTY }
With Exhibits**

This is part of the official document.



Copies Routed To:

- Administration
- Engineering
- Community Development
- Parks & Recreation
- Magistrate Court
- Marshals Department

SAMPLE

LOT ___

**HILLSIDE PROTECTION EASEMENT
LEGAL DESCRIPTION**

Lot ___ of _____ as recorded in Book ___ of Maps, Page ___, M/C.R., Maricopa County, Arizona and is more particularly described as follows:

Commencing at the Southeast Corner of the property being the **True Point of Beginning** of this Hillside Protection Easement;

Thence along an arc curving to the right with a central angle of 22°11'39", radius of 270.00 feet, and an arc length of 104.59 feet to a point of reverse curve;

Thence along an arc curving to the left with a central angle of 39°04'09", radius of 130.00 feet, and an arc length of 88.65 feet;

Thence N 27°03'01" W 78.99 feet;

Thence S 30°16'45" W 7.84 feet;

Thence S 79°14'31" W 50.68 feet;

Thence S 11°14'04" W 46.12 feet;

Thence S 28°14'45" E 74.80 feet;

Thence S 10°44'17" E 27.85 feet;

Thence S 10°40'48" W 47.80 feet;

Thence S 39°46'58" W 51.26 feet;

Thence S 89°47'52" W 49.16 feet;

Thence N 53°50'59" W 31.19 feet;

Thence N 18°09'24" W 43.48 feet;

Thence N 26°48'25" E 66.55 feet;

Thence N 09°37'07" E 49.51 feet;

Thence N 19°20'45" E 67.97 feet;

Thence N 51°40'22" E 39.02 feet;

Thence N 76°04'35" E 46.53 feet;

Thence along an arc curving to the left with a central angle of 06°59'26", radius of 295.00 feet, and an arc length of 35.99 feet;

Thence along an arc curving to the left with a central angle of 98°55'15", radius of 20.00 feet, and an arc length of 34.53 feet;

Thence along an arc curving to the left with a central angle of 01°24'40", radius of 730.00 feet, and an arc length of 17.98 feet;

Thence S 39°45'36" W 113.73 feet;

Thence along an arc curving to the right with a central angle of 07°40'19", radius of 200.00 feet, and an arc length of 26.78 feet;

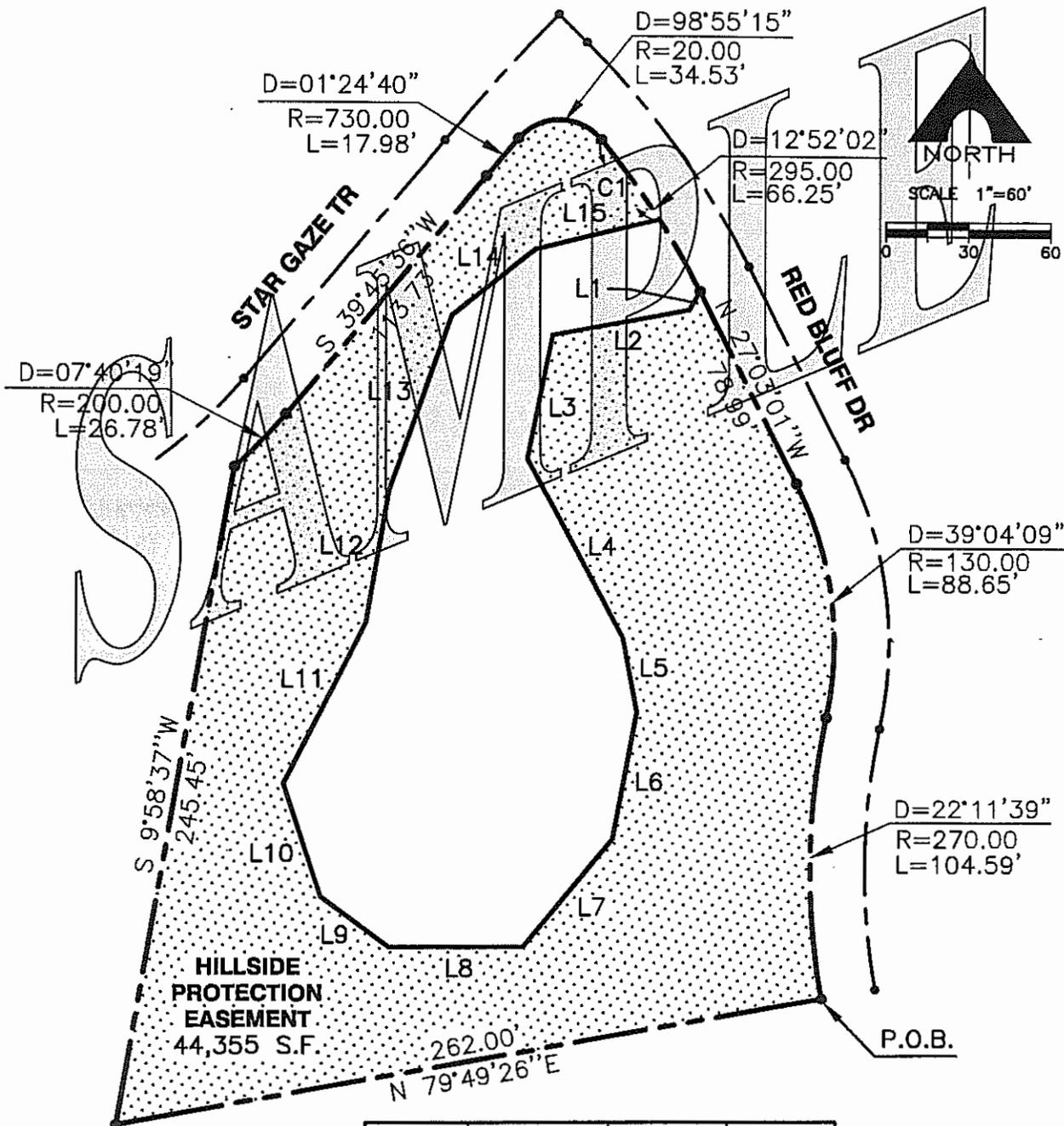
Thence S 09°58'37" W 245.45 feet;

Thence N 79°49'26" E 262.00 feet to the **True Point of Beginning**.

Containing 44,355 Square Feet of land more or less.

**Signed & Dated
Engineer / Surveyor
Stamp**

LOT _____ HILLSIDE PROTECTION EASEMENT EXHIBIT



CURVE#	DELTA	RADIUS	LENGTH
C1	06°59'26"	295.00	35.99'

LINE#	BEARING	DISTANCE
L1	S30°16'45"W	7.84'
L2	S79°14'31"W	50.68'
L3	S11°14'04"W	46.12'
L4	S28°14'45"E	74.80'
L5	S10°44'17"E	27.85'
L6	S10°40'48"W	47.80'
L7	S39°46'58"W	51.26'
L8	S89°47'52"W	49.16'

LINE#	BEARING	DISTANCE
L9	N53°50'59"W	31.19'
L10	N18°09'24"W	43.48'
L11	N26°48'25"E	66.55'
L12	N09°37'07"E	49.51'
L13	N19°20'45"E	67.97'
L14	N51°40'22"E	39.02'
L15	N76°04'35"E	46.53'

**Signed & Dated
Engineer / Surveyor
Stamp**