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ELECTRONIC RECORDING

Thomas Title & Escrow

Prepared by and
Upon Recordation Return to:

Procopio, Cory, Hargreaves & Savitch LLP
8355 East Hartford Drive, Suite 207
Scottsdale, Arizona 85255
Attn: Andrew Yocopis

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STORMWATER DRAINAGE AND DETENTION EASEMENT

THIS STORMWATER DRAINAGE AND DETENTION EASEMENT (this "Agreement") is made this 8th day of May, 2023 (the "Effective Date"), by and among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), UNBOUND PHASE I PROPERTY OWNER, LLC, a Delaware limited liability company ("Phase I Owner"), and GS UNBOUND PHASE II PROPERTY OWNER, LLC, a Delaware limited liability company ("Phase II Owner")

WITNESSETH:

WHEREAS, Phase I Owner is currently the owner of certain real property located in Maricopa County, Arizona, which real property is legally described on **Exhibit A-1** attached hereto and made a part hereof (the "Phase I Parcel");

WHEREAS, Phase II Owner is currently the owner of certain real property located in Maricopa County, Arizona, which real property is legally described on **Exhibit A-2** attached hereto and made a part hereof (the "Phase II Parcel");

WHEREAS, Grantor is currently the owner of certain real property adjacent to the Phase I Parcel, which real property is legally described on **Exhibit B** attached hereto and made a part hereof (the "Grantor Parcel");

WHEREAS, pursuant to that certain Agreement of Purchase and Sale, dated May 8th, 2023, by and between Phase I Owner, as seller, and Grantor, as purchaser (the "Purchase Agreement"), Phase I Owner has agreed to construct certain drainage improvements, including, without limitation, a retention basin and other related improvements (collectively, the "Drainage Improvements") upon the Grantor Parcel in substantial conformance with the Plans (as defined in the Purchase Agreement) to accommodate the drainage of surface and storm water from the Phase I Parcel and the Phase II Parcel;

WHEREAS, Grantor desires to grant Phase I Owner a temporary construction easement upon the Grantor Parcel in order to construct the Drainage Improvements, subject to the terms and conditions in this Agreement and the Purchase Agreement; and

WHEREAS, Grantor desires to grant Phase I Owner and Phase II Owner a non-exclusive, perpetual easement for use of the Drainage Improvements, once constructed, to accommodate the drainage of surface and storm water from the Phase I Parcel and the Phase II Parcel, subject to the terms and conditions in this Agreement.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, as well as the mutual covenants, undertakings and agreements of the parties under this Agreement, the parties hereto, for themselves and for their respective successors and assigns, grant, declare and agree as follows:

1. Grant of Easements; Construction of Drainage Improvements; Limitations.

(a) **Temporary Construction Easement.** Grantor hereby grants to Phase I Owner, for the benefit of the Phase I Parcel, subject to all outstanding rights of record or which would be disclosed by a physical inspection, and further subject to the terms and limitations in this Agreement and the Purchase Agreement, a temporary construction easement (the "Temporary Construction Easement") to enter upon that portion of the Grantor Parcel legally described on **Exhibit C** attached hereto and incorporated herein (the "Temporary Construction Easement Area"), in order to construct the Drainage Improvements, including, without limitation, the operation of equipment, storage of materials, and movement of a working force across and over the Temporary Construction Easement Area. This Temporary Construction Easement shall terminate and be of no further effect upon the earlier of (i) that date which is twelve (12) months following the Effective Date, and (ii) completion of the Drainage Improvements in accordance with the terms and conditions of the Purchase Agreement. Grantor shall not unreasonably interfere with Phase I Owner's performance of its obligations pursuant to the Purchase Agreement. Grantor and Phase I Owner shall work together in good faith to coordinate any entry by Phase I Owner, its contractors, subcontractors, or vendors upon the Grantor Parcel so as to minimize any disruption of Grantor's business operations at the Grantor Parcel. The grant of the Temporary Construction Easement is limited to such rights as Grantor may have in the Temporary Construction Easement Area as of the Effective Date and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any failure of, or defect in, Grantor's title to the Temporary Construction Easement Area. Any excess soils resulting from construction of the Drainage Improvements shall be removed from the Grantor Parcel by Phase I Owner and disposed in accordance with applicable laws. Phase I Owner shall have no right to bring any contaminated soils upon the Grantor Parcel in connection with construction of the Drainage Improvements.

(b) **Construction of Drainage Improvements.** Phase I Owner shall construct the Drainage Improvements in accordance with the terms and conditions of the Purchase Agreement. For avoidance of doubt, Phase I Owner and Phase II Owner's rights to use the Drainage Improvements or exercise any rights pursuant to the Drainage and Detention Easement shall not be contingent upon or affected by the completion of the Drainage Improvements; provided, however, that any use of the Drainage Improvements or exercise of any rights pursuant to the Drainage and Detention Easement before the completion of the Drainage Improvements shall be limited to uses that do not materially and adversely affect the Grantor Parcel (other than the Drainage and Detention Easement Area) or Grantor's reasonable use thereof.

(c) **Permanent Drainage and Detention Easement.** Grantor hereby grants to Phase I Owner and Phase II Owner, for the benefit of the Phase I Parcel and the Phase II Parcel, subject to all outstanding rights of record or which would be disclosed by a physical inspection, and further subject to the terms and limitations in this Agreement, a perpetual, non-exclusive easement (the "Drainage and Detention Easement") in, on, over, under and across that portion of the Grantor Parcel legally described on **Exhibit D** attached hereto and incorporated herein (the "Drainage and Detention Easement Area") to drain and detain surface and storm water from the Phase I Parcel and the Phase II Parcel (but only in such quantities and at such rates of flow permitted hereunder and as are not otherwise required to be maintained upon the Phase I Parcel and the Phase II Parcel in accordance with applicable laws or permits issued by applicable governmental authorities with respect thereto, and without the Phase I Owner or the Phase II Owner hereafter entering into any agreement to allow additional surface or storm water to come upon the Phase I Parcel of the Phase II Parcel from any other parcel), whether such flows occur naturally

or are channeled, pumped or otherwise directed onto the Drainage and Detention Easement Area. Grantor shall not place any obstructions, fences, curbs or landscaping within the Drainage and Detention Easement Area that would in any way impede, obstruct, or block the easements described herein, including, without limitation, the free flow and movement of the surface and storm water drainage permitted hereunder from the Phase I Parcel and the Phase II Parcel onto the Drainage and Detention Easement Area. The grant of the Drainage and Detention Easement is limited to such rights as Grantor may have in the Drainage and Detention Easement Area as of the Effective Date and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any failure of, or defect in, Grantor's title to the Drainage and Detention Easement Area.

(d) **Limitations.** Phase I Owner and Phase II Owner acknowledge and agree that Grantor's grant of the Drainage and Detention Easement hereunder is based upon a maximum impervious coverage of the Phase I Parcel and the Phase II Parcel totaling 116.92 Acres (which is more specifically described in the combined maximum bleed off rates for the Phase I Parcel and the Phase II Parcel set forth on **Exhibit E** attached hereto and incorporated herein, the "Maximum Accommodated Flow Rate"), and Grantor shall have no obligation to increase the size of the Drainage Improvements or to accommodate any increased amounts, or flow, of drainage from the Phase I Parcel or the Phase II Parcel beyond the surface and storm water drainage associated with the Maximum Accommodated Flow Rate. Nothing in this Agreement shall prohibit any natural flows of surface or stormwater runoff upon the Grantor Parcel from entering upon the Drainage Improvements within the Drainage and Detention Easement Area.

(e) **Proposed Ditch Improvements.** As part of Grantor's proposed development of the Grantor Parcel and certain adjacent property owned by Grantor, Grantor proposes to construct a permanent drainage ditch along the boundary between Grantor's property and the Phase I Parcel (the "Proposed Ditch Improvements"). At such time as Grantor completes the Proposed Ditch Improvements, and provided that the Proposed Ditch Improvements: (i) are sufficient to accommodate the surface and storm water drainage permitted to be discharged upon the Drainage Improvements pursuant to the terms and conditions of this Agreement, (ii) include connections that enter and exit the Phase I Parcel at the same locations as the existing Drainage Improvements, (iii) are compliant with the rules and regulations of all applicable governmental authorities, and (iv) fully satisfy all conditions, stipulations or similar requirements imposed by the City of Mesa in connection with accepting the surface and storm water drainage from the Phase I Parcel or the Phase II Parcel, as limited in all events by the Maximum Accommodated Flow Rate, into the Proposed Ditch Improvements, Grantor shall have the right to cause Phase I Owner and Phase II Owner to use the Proposed Ditch Improvements in place of the Drainage Improvements, in which case, Grantor, Phase I Owner and Phase II Owner shall mutually amend this Agreement to reflect that the Drainage and Detention Easement applies only to the Proposed Ditch Improvements and Phase I Owner and Phase II Owner have no further rights with respect to the Drainage and Detention Easement Area.

(f) **Additional Improvements or Infrastructure.** Notwithstanding any other term in this Agreement, Grantor hereby acknowledges and agrees that, except for Phase I Owner's limited obligation to the construct the Drainage Improvements in accordance with the terms set forth in the Purchase Agreement, nothing in this Agreement shall make either Phase I Owner or Phase II Owner (i) responsible for completing any improvements or infrastructure on the Grantor Parcel or the adjacent right-of-way known as Sossaman Road or (ii) liable for any cost, fee or similar monetary obligation related to constructing any improvements or infrastructure on the Grantor Parcel or the adjacent right-of-way known as Sossaman Road.

2. Maintenance, Operation and Use.

(a) Following Phase I Owner's initial construction thereof, (i) all Drainage Improvements

located upon the Grantor Parcel shall automatically become the sole property of Grantor (without any representation or warranty by Phase I Owner of any kind).

(b) Until such time as Grantor (or its successors) materially commences physical construction of the railway line or any related appurtenant improvements on the Grantor Parcel, Phase I Owner, at its sole cost and expense, shall be responsible for the operation, maintenance, repair and/or replacement of the Drainage Improvements such that the same are maintained in good working order and repair, safe for use by Phase I Owner and Phase II Owner for drainage of surface and storm water from the Phase I Parcel and the Phase II Parcel in compliance with all legal requirements at all times. For avoidance of doubt, Phase I Owner shall have the right to enter upon the Grantor Parcel to perform the operation, maintenance, repair and/or replacement obligations in the timing and manner described in the previous sentence.

(c) After Grantor (or its successors) materially commences physical construction of the railway line or any related appurtenant improvements on the Grantor Parcel, Grantor, at its sole cost and expense, shall be responsible for the operation, maintenance, repair and/or replacement of the Drainage Improvements such that the same are maintained in good working order and repair, safe for use by Phase I Owner and Phase II Owner for drainage of surface and storm water from the Phase I Parcel and the Phase II Parcel in compliance with all legal requirements at all times.

(d) Should either Grantor or Phase I Owner default in performing their respective obligations set forth in this Section 2, upon ten (10) days' written notice (or such shorter period as emergency conditions may require) and opportunity to cure from the non-defaulting party, the non-defaulting party shall have the right (but not the obligation) to perform the obligations of the defaulting party pursuant to this Section 2. All actual costs and expenses reasonably incurred by the non-defaulting party in exercising its self-help rights pursuant to this Section 2 shall be payable by the defaulting party to the non-defaulting party within thirty (30) days following the non-defaulting party's written demand therefor, together with reasonable backup.

3. Reserved Rights.

Grantor reserves unto itself, its successors and assigns, (i) the right to use the Grantor Parcel for any purpose, and to grant to third parties such right, so long as there is no interference with the easement rights granted to Phase I Owner and Phase II Owner or any violations of the restrictions set forth in this Agreement, and (ii) the right to relocate the Drainage Improvements for purposes related to the safety or efficient operation of Grantor's railroad transportation system or the development of the Grantor Parcel; provided, however, that Grantor, at its sole cost and expense, shall relocate such Drainage Improvements and the relocated Drainage Improvements must (i) be sufficient to accommodate the surface and storm water drainage permitted to be discharged upon the Drainage Improvements pursuant to the terms and conditions of this Agreement, (ii) include connections that enter and exit the Phase I Parcel at the same locations as the existing Drainage Improvements, (iii) be compliant with the rules and regulations of all applicable governmental authorities, and (iv) fully satisfy all conditions, stipulations or similar requirements imposed by the City of Mesa in connection with accepting the surface and storm water drainage from the Phase I Parcel or the Phase II Parcel, as limited in all events by the Maximum Accommodated Flow Rate.

4. INDEMNITY.

(A) EACH OF PHASE I OWNER AND PHASE II OWNER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR AND/OR GRANTOR'S AFFILIATES ("GRANTOR'S AFFILIATES" MEANS ANY ENTITY WHICH DIRECTLY OR

INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH GRANTOR), THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (TOGETHER, THE "GRANTOR INDEMNITEES"), AGAINST AND FROM ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF WHATSOEVER NATURE, IN ANY WAY ARISING OUT OF OR CONNECTED WITH PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER, OR LOSS OR DESTRUCTION OF OR DAMAGE TO PROPERTY WHATSOEVER, WHERE SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE ARISES DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PHASE I OWNER AND PHASE II OWNER AND EACH OF THEIR AGENTS, CONTRACTORS, SERVANTS OR LICENSEES IN CONNECTION WITH USE OF THE GRANTOR PARCEL (INCLUDING, WITHOUT LIMITATION, THE DRAINAGE IMPROVEMENTS THEREON), EXCEPT TO THE EXTENT SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH GRANTOR INDEMNITEES.

(B) GRANTOR AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS PHASE I OWNER AND PHASE II OWNER AND/OR THEIR AFFILIATES ("GRANTEE'S AFFILIATES" MEANS ANY ENTITY WHICH DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH PHASE I OWNER OR PHASE II OWNER), THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (TOGETHER, THE "GRANTEE INDEMNITEES"), AGAINST AND FROM ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF WHATSOEVER NATURE, IN ANY WAY ARISING OUT OF OR CONNECTED WITH PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER, OR LOSS OR DESTRUCTION OF OR DAMAGE TO PROPERTY WHATSOEVER, WHERE SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE ARISES IN CONNECTION WITH THE GRANTOR PARCEL, EXCEPT TO THE EXTENT SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH GRANTEE INDEMNITEES.

5. Compliance with Laws.

(a) Phase I Owner shall comply with all applicable laws, statutes, rules, regulations and ordinances (including, without limitation, the federal Clean Water Act) with respect to the drainage of surface and storm water runoff from the Phase I Parcel into the Drainage Improvements pursuant to the terms hereof, and/or the exercise of the rights granted to Phase I Owner in this Agreement.

(b) Phase II Owner shall comply with all applicable laws, statutes, rules, regulations and ordinances (including, without limitation, the federal Clean Water Act) with respect to the drainage of surface and storm water runoff from the Phase II Parcel into the Drainage Improvements pursuant to the terms hereof, and/or the exercise of the rights granted to Phase II Owner in this Agreement.

(c) Grantor shall comply with all applicable laws, statutes, rules, regulations and ordinances (including, without limitation, the federal Clean Water Act) with respect to the drainage of surface and storm water runoff from the Grantor Parcel into the Drainage Improvements pursuant to the terms hereof, and/or the exercise of the rights reserved to Grantor in this Agreement.

(d) The indemnification obligations of each of Phase I Owner, Phase II Owner and Grantor set forth in Section 4 above shall apply to the extent of any liability, loss, damage, claims, demands, actions, causes of action, costs and expenses of whatsoever nature, including court costs and reasonable attorney's fees, arising from or in any manner connected with the failure of such parties so to comply with their respective requirements pursuant to this Section 5.

6. Remedies.

Each of Grantor, Phase I Owner and Phase II Owner shall have the right to pursue all available remedies, at law or in equity, in the event of any material breach by the other of any covenant or condition contained in this Agreement.

7. No Public Rights.

The easement rights granted to Phase I Owner and Phase II Owner in this Agreement are private rights, and nothing in this Agreement shall be deemed to or construed as granting or dedicating to the public any rights.

8. Successors and Assigns.

The Drainage and Detention Easement and any other easements or rights granted under the terms of this Agreement shall be appurtenant to and run with the Phase I Parcel, the Phase II Parcel and the Grantor Parcel, including future subdivisions and/or reconfigurations thereof, and shall be binding on all entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner or tenant thereof, and their respective successors and assigns.

9. Interpretation.

This Agreement shall be construed in accordance with the laws of the State of Arizona. This Agreement constitutes the entire understanding of the parties hereto in connection with the subject matter herein and may be amended only by a writing executed by the party to be charged. If any term, provision or condition of this Agreement is found to be or is rendered invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms, provisions or conditions of this Agreement, and each and every other term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

10. Notices.

In the event that any communication or notice is deemed necessary or advisable under the terms of this Agreement, it shall be in writing and either delivered personally to the party sought to be charged thereby, or mailed postage prepaid, certified mail, return receipt requested, in the following manner:

Phase I Owner: Unbound Phase I Property Owner, LLC
 2525 East Camelback Road, Suite 500
 Phoenix, Arizona 85016
 Attn: John Parnell and Billy Cundiff
 Email: john.parnell@greystar.com
 billy.cundiff@greystar.com

With a Copy To: Procopio, Cory, Hargreaves & Savitch LLP
 8355 East Hartford Drive, Suite 207

Scottsdale, Arizona 85255
 Attn: Andrew Yocopis
 Email: andrew.yocopis@procopio.com

Phase II Owner: GS Unbound Phase II Property Owner, LLC
 2525 East Camelback Road, Suite 500
 Phoenix, Arizona 85016
 Attn: John Parnell and Billy Cundiff
 Email: john.parnell@greystar.com
 billy.cundiff@greystar.com

With a Copy To: Procopio, Cory, Hargreaves & Savitch LLP
 8355 East Hartford Drive, Suite 207
 Scottsdale, Arizona 85255
 Attn: Andrew Yocopis
 Email: andrew.yocopis@procopio.com

Grantor: Union Pacific Railroad Company
 1400 Douglas Street, Mail Stop 1690
 Omaha, Nebraska 68179
 Attn: Greg Brigham, Director – Acquisitions
 Email: gabrigham@up.com

With a Copy To: Union Pacific Railroad Company
 1400 Douglas Street, Mail Stop 1580
 Omaha, Nebraska 68179
 Attn: Colby Rinker – Counsel
 Email: colby.rinker@up.com

or at such other address as the parties hereto may hereafter designate in the manner provided herein. Such notice shall be effective upon delivery (or rejection) if personally delivered, or upon three (3) business days after deposit in the mail if sent by certified mail, return receipt requested.

11. Authority; Counterparts. Each person executing this Agreement personally represents and warrants that he or she has the requisite authority to bind the party on whose behalf the Agreement is being executed. This Agreement may be executed in any number of counterparts, whether by original, copy or telecopy signature, and each counterpart of this Agreement so executed shall, taken together, comprise one and the same original document.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the 5th day of May, 2023.

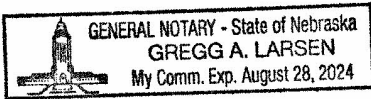
GRANTOR:

Union Pacific Railroad Company,
a Delaware corporation

By: Chris Doble
Name: CHRIS D. GOBLE
Title: Assistant Vice President - Real Estate

THE STATE OF Nebraska §
§
COUNTY OF Douglas §

This instrument was acknowledged before me on this the 5th day of May, 2023, by Chris Doble, the AVP - RE of Union Pacific RR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it on behalf of the Grantor.

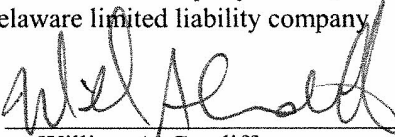


Gregg A. Larsen
Notary Public in and for
the State of Nebraska
Gregg A. Larsen
Printed Name of Notary Public

My Commission Expires: Aug 28, 2024

PHASE I OWNER:

Unbound Phase I Property Owner, LLC,
a Delaware limited liability company

By: 

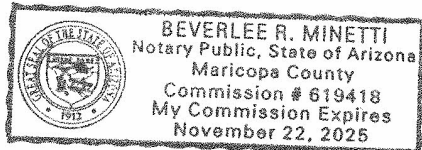
Name: William A. Cundiff

Its: Vice President

THE STATE OF Arizona §

COUNTY OF Maricopa §

On this 4th day of May, 2023 before me a Notary Public personally appeared William A. Cundiff, the Vice President of Unbound Phase I Property Owner, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it on behalf of the company.



Beverlee R Minetti
Notary Public in and for
the State of Arizona

Beverlee R Minetti
Printed Name of Notary Public

My Commission Expires: November 22, 2025

PHASE II OWNER:

GS Unbound Phase II Property Owner, LLC,
a Delaware limited liability company

By: [Signature]
Name: William A. Cundiff
Its: Vice President

THE STATE OF Arizona §
§
COUNTY OF Maricopa §

On this 4th day of May, 2023, before me a Notary Public personally appeared William A. Cundiff, the Vice President of Unbound Phase I Property Owner, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it on behalf of the company.



Beverlee R Minetti
Notary Public in and for
the State of Arizona
Beverlee R Minetti
Printed Name of Notary Public

My Commission Expires: November 22, 2025

EXHIBIT A-1**(Attached to and forming a part of the Stormwater Drainage and Detention Easement)****DESCRIPTION OF PHASE I PARCEL**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE LOCALLY ACCEPTED CENTER OF SAID SECTION 5, BEING A COTTON PICKER SPINDLE ON PECOS ROAD, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 5, BEING A 3 INCH BRASS CAP IN HANDHOLE IN THE INTERSECTION OF PECOS AND SOSSAMAN ROAD BEARS NORTH 89°44'32" WEST 2634.07 FEET AND THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A 2 INCH ALUMINUM CAP 2 FEET BELOW THE SURFACE BEARS NORTH 00°40'15" WEST 2642.52 FEET;

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE OF SECTION 5 NORTH 00°40'15" WEST 65.01 FEET TO THE NORTH RIGHT OF WAY LINE OF PECOS ROAD AS SHOWN ON DOCUMENT 2001-0366201, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF PECOS ROAD NORTH 89°44'32" WEST 1,317.04 FEET TO THE EAST LINE OF THAT PROPERTY REFERRED TO AS "REVISED STONELAKE PARCEL" IN DOCUMENT 2022-0844736, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE OF PECOS ROAD, NORTH 00°42'44" WEST 1,259.19 FEET ALONG SAID EAST LINE OF "REVISED STONELAKE PARCEL";

THENCE ALONG THE NORTH LINE OF SAID "REVISED STONELAKE PARCEL", NORTH 89°36'55" WEST 1,027.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS NORTH 64°09'33" WEST 864.49 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°56'58" AN ARC DISTANCE OF 285.91 FEET TO A NON-TANGENT LINE;

THENCE NORTH 05°48'33" EAST 46.88 FEET;

THENCE NORTH 05°14'33" EAST 159.48 FEET;

THENCE NORTH 05°46'23" EAST 41.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS SOUTH 83°06'31" EAST 664.49 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°54'51" AN ARC DISTANCE OF 149.77 FEET TO A NON-TANGENT LINE;

THENCE NORTH 89°40'43" WEST 10.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS SOUTH 70°29'41" EAST 674.49 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°42'23" AN ARC DISTANCE OF 432.11 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 00°00'00" EAST 933.43 FEET;

THENCE NORTH 89°54'30" EAST 81.10 FEET;

THENCE NORTH 90°00'00" EAST 499.50 FEET;

THENCE NORTH 66°52'44" EAST 114.06 FEET;

THENCE NORTH 90°00'00" EAST 1,270.35 FEET TO A POINT ON SAID NORTH-SOUTH MID-SECTION LINE;

THENCE CONTINUING NORTH 90°00'00" EAST 659.13 FEET;

THENCE SOUTH 00°39'23" EAST 1,386.71 TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF PECOS ROAD;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF PECOS ROAD NORTH 89°44'42" WEST 658.82 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-2

(Attached to and forming a part of the Stormwater Drainage and Detention Easement)

DESCRIPTION OF PHASE II PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A 2 INCH ALUMINUM CAP 2 FEET BELOW THE SURFACE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 5, BEING A 1/2 INCH ALUMINUM CAP STAMPED 'LS 32778' ON SOSSAMAN ROAD BEARS NORTH 89°29'18" WEST 2637.96 FEET, AND THE LOCALLY ACCEPTED CENTER OF SAID SECTION 5, BEING A COTTON PICKER SPINDLE ON PECOS ROAD, BEARS SOUTH 00°40'15" EAST 2642.52 FEET;

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE OF SECTION 5 SOUTH 00°40'15" EAST 198.98 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°29'36" EAST 659.48 FEET;

THENCE SOUTH 00°39'23" EAST 988.93 FEET;

THENCE NORTH 90°00'00" WEST 659.13 FEET TO A POINT ON SAID NORTH-SOUTH MID-SECTION LINE;

THENCE CONTINUING NORTH 90°00'00" WEST 1,270.35 FEET;
THENCE SOUTH 66°52'44" WEST 114.06 FEET;

THENCE NORTH 90°00'00" WEST 499.50 FEET;

THENCE SOUTH 89°54'30" WEST 81.10 FEET;

THENCE NORTH 00°00'00" EAST 933.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS SOUTH 33°47'18" EAST 674.49 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°38'46" AN ARC DISTANCE OF 384.31 FEET TO A NON-TANGENT LINE;

THENCE NORTH 01°08'32" WEST 6.49 FEET;

THENCE SOUTH 89°29'23" EAST 1,582.74 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A CROSS ACCESS EASEMENT PROVIDING ACCESS FROM EAST PECOS ROAD AS DESCRIBED IN DOCUMENT 2022-0053728 AS RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE, STATE OF ARIZONA.

EXHIBIT B**(Attached to and forming a part of the Stormwater Drainage and Detention Easement)****DESCRIPTION OF GRANTOR PARCEL**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A 2 INCH ALUMINUM CAP 2 FEET BELOW THE SURFACE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 5, BEING A 2 INCH ALUMINUM CAP STAMPED 'LS 32778' ON SOSSAMAN ROAD BEARS NORTH 89°29'18" WEST 2637.96 FEET, AND THE NORTHEAST CORNER OF SAID SECTION 5, BEING A 3 INCH GENERAL LAND OFFICE BRASS CAP, BEARS SOUTH 89°29'44" EAST 2637.96 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5 SOUTH 89°29'44" EAST 659.52 FEET TO A FOUND 1/2 INCH REBAR WITH CAP STAMPED "RLS 31020";

THENCE DEPARTING SAID NORTH LINE SOUTH 00°39'23" EAST 199.00 FEET;

THENCE NORTH 89°29'36" WEST 659.47 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 5;

THENCE NORTH 89°29'23" WEST 1,582.74 FEET;

THENCE SOUTH 01°08'32" EAST 6.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS SOUTH 01°08'32" EAST 674.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'09" AN ARC DISTANCE OF 816.42 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 89°40'43" EAST 10.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS SOUTH 70°11'40" EAST 664.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°54'51" AN ARC DISTANCE OF 149.77 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 05°46'23" WEST 41.12 FEET;

THENCE SOUTH 05°14'33" WEST 159.48 FEET;

THENCE SOUTH 05°48'33" WEST 46.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS NORTH 83°06'31" WEST 864.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°56'58" AN ARC DISTANCE OF 285.91 FEET TO A POINT ON THE NORTH LINE OF THAT PROPERTY REFERRED TO AS "REVISED STONELAKE PARCEL" IN DOCUMENT 2022-0844736, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID NORTH LINE OF "REVISED STONELAKE PARCEL" NORTH 89°36'55" WEST 193.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOSSAMAN ROAD, AS SHOWN ON DOCUMENT 2001-0366205, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°45'00" WEST 1,326.93 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE SOUTH 89°29'18" EAST 2,540.93 FEET TO THE POINT OF BEGINNING.

EXHIBIT C**(Attached to and forming a part of the Stormwater Drainage and Detention Easement)****DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A 2 INCH ALUMINUM CAP 2 FEET BELOW THE SURFACE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 5, BEING A 2 INCH ALUMINUM CAP STAMPED "LS 32778" ON SOSSAMAN ROAD BEARS NORTH 89°29'18" WEST 2637.96 FEET, AND THE NORTHEAST CORNER OF SAID SECTION 5, BEING A 3 INCH GENERAL LAND OFFICE BRASS CAP, BEARS SOUTH 89°29'44" EAST 2637.96 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5 SOUTH 89°29'44" EAST 659.52 FEET TO A FOUND 1/2 INCH REBAR WITH CAP STAMPED "RLS 31020";

THENCE DEPARTING SAID NORTH LINE SOUTH 00°39'23" EAST 199.00 FEET;

THENCE NORTH 89°29'36" WEST 659.47 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 5;

THENCE NORTH 89°29'23" WEST 1,582.74 FEET;

THENCE SOUTH 01°08'32" EAST 6.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS SOUTH 01°08'32" EAST 674.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'09" AN ARC DISTANCE OF 816.42 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 89°40'43" EAST 10.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS SOUTH 70°11'40" EAST 664.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°54'51" AN ARC DISTANCE OF 149.77 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 05°46'23" WEST 41.12 FEET;

THENCE SOUTH 05°14'33" WEST 159.48 FEET;

THENCE SOUTH 05°48'33" WEST 46.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS NORTH 83°06'31" WEST 864.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°56'58" AN ARC DISTANCE OF 285.91 FEET TO A POINT ON THE NORTH LINE OF THAT PROPERTY REFERRED TO AS "REVISED STONELAKE PARCEL" IN DOCUMENT 2022-0844736, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID NORTH LINE OF "REVISED STONELAKE PARCEL" NORTH 89°36'55" WEST 193.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOSSAMAN ROAD, AS SHOWN ON DOCUMENT 2001-0366205, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°45'00" WEST 1,326.93 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE SOUTH 89°29'18" EAST 2,540.93 FEET TO THE POINT OF BEGINNING.

EXHIBIT D**(Attached to and forming a part of the Stormwater Drainage and Detention Easement)****DESCRIPTION OF DRAINAGE AND DETENTION EASEMENT AREA**

THE EASEMENT REFERRED TO HEREIN BELOW IS SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5 BEING A 2 INCH ALUMINUM CAP 2.00 FEET BELOW THE SURFACE ON SOSSAMAN ROAD, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 5, BEING A 3 INCH BRASS CAP IN HANDHOLE IN THE INTERSECTION OF PECOS AND SOSSAMAN ROAD BEARS SOUTH 00°45'00" EAST 2654.28 FEET AND THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A 3 INCH BRASS CAP 0.40 FEET BELOW THE SURFACE BEARS SOUTH 89°29'18" EAST 2637.96 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 SOUTH 89°29'18" EAST 97.02 FEET TO THE WEST LINE OF THAT PROPERTY AS DESCRIBED IN DOCUMENT 2019-0378695 RECORDS OF MARICOPA COUNTY, ARIZONA ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 5 SOUTH 89°29'18" EAST 687.13 FEET;

THENCE DEPARTING THE NORTH LINE OF SAID SECTION 5 SOUTH 00°30'32" WEST 145.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 18°36'30" EAST 715.15 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°38'48" AN ARC DISTANCE OF 444.93 FEET TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS POINT BEARS SOUTH 53°15'57" EAST 831.23 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°44'23" AN ARC DISTANCE OF 257.36 FEET TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS POINT BEARS SOUTH 71°11'05" EAST 767.36 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°08'05" AN ARC DISTANCE OF 189.31 FEET TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS POINT BEARS NORTH 85°26'48" WEST 43,025.96 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'12" AN ARC DISTANCE OF 190.27 FEET TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS POINT BEARS NORTH 86°28'15 WEST 700.38 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'40" AN ARC DISTANCE OF 222.00 FEET TO THE BEGINNING OF A NON-TANGENT LINE;

THENCE ALONG SAID NON-TANGENT LINE SOUTH 66°02'02" EAST 131.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS NORTH 67°31'42" WEST 864.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°21'36" AN ARC DISTANCE OF 35.61 FEET TO THE BEGINNING OF A NON-TANGENT LINE;

THENCE ALONG SAID NON-TANGENT LINE NORTH 66°02'02" WEST 129.46 FEET;

THENCE SOUTH 26°20'09" WEST 72.95 FEET;

THENCE NORTH 89°36'55" WEST 49.21 FEET TO SAID WEST LINE AS DESCRIBED IN DOCUMENT 2019-0378695;

THENCE ALONG SAID WEST LINE NORTH 00°45'00" WEST 1326.93 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 384,328 SQ.FT. OR 8.8230 ACRES, MORE OR LESS.

Exhibit D-1

