DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made as of the ____ day of _____, _____, by and between the CITY OF CASA GRANDE, ARIZONA, an Arizona municipal corporation (the "**City**"), and The Block Sports Company, a Nevada Corporation (the "**Developer**"). The City and Developer are sometimes referred to herein collectively as the "**Parties**," or individually as a "**Party**."

RECITALS

A. Developer has the contractual right to purchase certain unimproved real property located within the city limits of the City, such real property consisting of approximately One Thousand Four Hundred Ninety and Eight-Tenths (1,490.08) acres, the legal description of which is attached as Exhibit A hereto (the "**Dreamport Villages Property**"). As used herein, the term "**Property**" includes all of the Dreamport Villages Property, and shall be extended to include any other parcel only upon the express incorporation of such properties into this Agreement pursuant to the terms hereof. The term "**Additional Property**" includes any other additional property as may be subject to a request by Developer (as defined below) to be annexed into the City and incorporated into the Agreement, if deemed in the best interest of the City, pursuant to Section 4.

B. It is the desire and current intention of Developer to develop a portion of the Property as a world class entertainment, resort, office and retail mixed use development known as "Dreamport Villages," including but not limited to resort complex with supporting recreational amenities, indoor entertainment facility, water parks, restaurants, specialty retail, amusement parks, additional recreational amenities, a college campus annex and associated tech park, residential development within a master planned community, and uses related, appurtenant or ancillary thereto (the "**Project**"), consisting of several integrated areas (each a "**District**") and thereafter (subject to common areas and other ownership interests to be retained by Developer) operate, lease, or sell all or portions of the Project to others. Subject to the specific requirements of this Agreement, the City recognizes that the nature, size, location, and configuration of the improvements to be constructed on the Property may change, at any time, and from time to time, due to economic and other factors.

C. The City acknowledges that the development of the Property as a Project is appropriate and that the Project is expected to generate transaction privilege tax revenues for the City, which revenues would not be generated without such development or which revenues will exceed those that could be generated by alternative uses of the Property. The City also believes that the development of the Property in conformity with the Approved Plan will generate substantial non-monetary benefits for the City, including, without limitation, the creation of new jobs and facilitating the establishment of the City as a resort, retail shopping and entertainment destination for City residents, other residents of Pinal County, for shoppers and travelers from the metropolitan areas of nearby Phoenix and Tucson, and for tourists who are visiting Arizona and Pinal County from elsewhere in the country as well as from other countries.

D. Developer desires the development of the Dreamport Villages Property consistent with the Planned Area Development ("**PAD**") overlay (the "**Zoning**") dated _____, which is on file with the City Planning Department. For the Property other than the Dreamport Villages Property, the Zoning shall mean the duly-approved PAD or other zoning as may be approved by the City Council in its sole discretion. The Parties agree that, with respect to the Dreamport Villages Property, the uses contemplated by this Agreement, as described in the zoning narrative, and depicted in the zoning map attached hereto as Exhibit B are consistent with the City's existing General Plan (the "**General Plan**"). Together, the General Plan, PAD and Zoning applicable to the Dreamport Villages Property shall constitute the "Approved Plan" for the Dreamport Villages Property.

E. The City also acknowledges its intention and ability to provide the undertakings described herein, as well as the City's willingness to approve the development of the Property in accordance with and consistent with the Approved Plan. The City and Developer each acknowledge that the Approved Plan for any portion of the Property may change from time-to-time (but always in a manner that is consistent with the Zoning, General Plan, and the minimum requirements set forth herein). Therefore, the City wishes to facilitate and encourage the development of the Property by Developer by, among other things, providing the City undertakings described in this Agreement, subject to the terms and conditions of this Agreement.

F. Developer desires to construct or cause to be constructed certain public improvements in and around the Property, which public improvements are as generally described on Exhibit C, including the widening and improvement of certain public roadways and the construction of parkways, overpasses, and traffic interchanges, and the grading and drainage improvements necessary for the same; and Developer, prior to such construction, shall dedicate to the City at no out of pocket cost to the City, except to the extent expressly provided for herein, the additional rights of way within the Property as required for such public improvements (those public improvements and dedicated rights of way being referred to herein collectively as, the "**Public Improvements**") as further defined herein below. Notwithstanding any other provision of this Agreement, in order to fall within the definition of and to be considered a Public Improvement, the improvement must be dedicated to and accepted by the City, Pinal County, or the State of Arizona. In addition to the Public Improvements, Developer shall also be required to construct or cause to be constructed such additional improvements as required by the Applicable Laws related to the development of the Property, as generally described in, but not limited to, Exhibit F, and shall, at no out of pocket cost to the City, dedicate all public rights of way and easement appurtenant thereto for public utilities if required within the Property to the City.

G. The City has determined that the construction and dedication of the Public Improvements by Developer, including the construction and dedication of the Mandatory Public Improvements, constitute a public purpose and a direct benefit to the City and its residents by increasing regional circulation through and throughout the City. The City has further determined that the construction and dedication of the Public Improvements by Developer within the timeframes set forth in this Agreement constitute valuable consideration to be received by the City in exchange for the rights and benefits to be received by Developer upon Developer's performance of all of its obligations as set forth in this Agreement.

H. The City also has determined the development of the Property as a Project pursuant to this Agreement will result in significant planning, economic and other public benefits to the City and its residents by, among other things: (i) providing for and accelerating the construction of the Public Improvements by Developer ; (ii) providing for planned and orderly development of the Property consistent with the City's General Plan and the Zoning; (iii) increasing tax revenues to the City arising from or relating to the improvements to be constructed on the Property; (iv) creating a substantial number of new jobs and otherwise enhancing the economic welfare of the residents of the City; (v) providing a vibrant new resort, shopping, entertainment and recreation area to benefit the City's residents; (vi) advancing the goals of the Zoning; and (vii) providing for certain additional municipal benefits, tangible and intangible.

I. The Parties understand and acknowledge that this Agreement is a "**Development Agreement**" within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05, and that the terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

J. The Parties also understand and acknowledges that this Agreement is authorized by and entered into accordance with the terms of A.R.S. § 9-500.11 and is in compliance with the relevant terms of A.R.S. § 42-6010. The actions taken by the City pursuant to this Agreement are for economic development activities as that term is used in A.R.S. § 9-500.11, will assist in the creation and retention of jobs, and will in numerous other ways improve and enhance the economic welfare of the residents of the City. Also, pursuant to A.R.S. § 9-500.11, as amended effective August 12, 2005, the City adopted a notice of intent to enter into this Agreement on August 2, 2017, as required by A.R.S. § 9-500.11.K. On August 16, 2017, the City made the findings required by A.R.S. § 9-500.11.D and such findings have been verified by an independent Third Party before the City entered into this Agreement. Such findings and the verification by this reference are hereby incorporated into this Agreement as though set forth in their entirety herein.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS.

In this Agreement, unless a different meaning clearly appears from the context:

(a) "**Affiliate**", as applied to any person, means any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition, (i) "**control**" (including with correlative meaning, the terms "**controlling**," "**controlled by**" and "**under common control**"), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through ownership of voting securities, by contract or otherwise,

and (ii) "**person**" means and includes natural persons, corporations, limited partnerships, general partnerships, joint ventures associations, limited liability companies, limited liability partnerships, trusts, business trusts or other organizations, whether or not legal entities.

(b) "**Agreement**" means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all Exhibits and Schedules hereto. References to Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth in Paragraphs A through H, inclusive, are incorporated herein by reference and form a part of this Agreement but are not intended to expand the scope, number or nature of Developer's obligations beyond those expressly set forth in the numbered Sections of this Agreement.

(c) "**Applicable Laws**" means as defined in Section 3.2(f).

(d) "**Approved Plan**" means the PAD Zoning applicable to the Property or any portion thereof.

(e) "**A.R.S.**" means the Arizona Revised Statues as now or hereafter enacted or amended.

(f) "**City**" means the Party designated as City on the first page of this Agreement.

(g) "**City Code**" means the Casa Grande Municipal Code adopted by the City of Casa Grande, Arizona, as amended from time to time.

(h) "**City Council**" means the City Council of the City.

(i) "**City Development Fee**" or "**City Development Fees**" means as defined in Section 3.3.

(j) "**City Representative**" means as defined in Section 13.1.

(k) "**Completion of Construction**" means the date on which (i) as to the Minimum Resort District Improvements, one or more temporary or final certificates of occupancy have been issued by the City for the Project-related improvements, and (ii) as to the Public Improvements, acceptance by the City Council or appropriate administrative staff member of the City of the completed Public Improvements for maintenance in accordance with the policies, standards and specifications contained in applicable City ordinances, which acceptance shall not be unreasonably withheld conditioned or delayed. Unless otherwise expressly stated, "**Completion of Construction**" of the Minimum Resort District Improvements means the Completion of Construction of the Minimum Resort District Improvements and those Public Improvements which are approval conditions for certificates of occupancy for the Minimum Resort District Improvements.

(l) "**Denial**" means as defined in Section 12.6.

(m) INTENTIONALLY OMITTED.

(n) "**Designated Lenders**" means as set forth in Section 14.21.

(o) "**Developer**" means the Party designated as Developer on the first page of this Agreement, and its successors and assigns that conform with the requirements of this Agreement.

(p) "**Developer Representative**" means as defined in Section 13.1.

(q) "**Effective Date**" means the date on which all of the following has occurred: the Zoning for Dreamport Villages North and Dreamport Villages South PADs have each been duly approved by the City Council and (ii) this Agreement has been adopted and approved by the City Council; executed by duly authorized representatives of the City and Developer; and recorded in the office of the Recorder of Pinal County, Arizona.

(r) "**General Plan**" means as defined in Recital D.

(s) "**GPLET**" means as defined in Section 5.11.

(t) "**Improvement District**" means as defined in Section 5.8.

(u) "**Lender**" or "**Lenders**" means as defined in Section 14.21.

(v) **"Mandatory Public Improvements"** means the Resort Parkway.

(w) "**Minimum Resort District Improvements**" means (1) a resort facility and/or other hospitality facilities consisting of, in aggregate, at least 300 rooms, 40,000 square feet of indoor meeting, multipurpose, and/or entertainment spaces, and a full-service restaurant; and (2) a 100,000-square foot indoor waterpark including a wave-pool, swimming areas, water slides and floatation devices (i.e. for a lazy river and for certain slides) completed by Developer within the Resort District after issuance of a building permit(s) by the City.

(x) "**Non-Performance**," or "**Event of Non-Performance**" means one or more of the events described in Section 12.1 or 12.2; provided, however, that such events shall not give rise to any remedy until effect has been given to all grace periods, cure periods and or periods of Enforced Delay provided for in this Agreement and that in any event the available remedies shall be limited to those set forth in Section 12.

(y) "**Order**" means as defined in Section 12.6.

(z) "**Pad Sites**" means as defined in Section 14.22.

(aa) "**Party**" or "**Parties**" means as designated on the first page of this Agreement.

(bb) "**Project**" means as defined in Recital B.

(cc) "**Property**" means as defined in Recital A.

(dd) "**Public Improvements**" means as defined in Recital F and as described in Exhibit C.

(ee) "**Public Improvement Costs**" means all direct costs, expenses, fees and charges actually incurred and paid by or on behalf of Developer to contractors, architects, engineers, surveyors, governmental agencies and other similar necessary Third Parties for materials labor, design, engineering, surveying, site excavation and preparation, governmental permits, payment and performance bonds, property acquisition costs and all other direct costs and expenses appurtenant to and reasonably necessary for the construction, installation, or provision of the Public Improvements (but not including any financing costs for the same), together with the fair market value of lands, rights-of-way and easements either to be dedicated to the City or upon which the Public Improvements, or any portion thereof, are to be constructed.

(ff) "**Quarterly Reimbursement Payments**" means as defined in Section 8.3(b)(i).

(gg) "**Reimbursement Payment**" means as defined in Section 8.3(b)(i).

(hh) "**Resort District**" means that area of the Project zoned for Resort Commercial uses.

(ii) "**Sales Taxes**" and "**Sales Tax Revenues**" means, for the purposes of this Agreement, that portion of the City's transaction privilege taxes (which portion is currently two percent (2%)) which are imposed on "**retail sales**" (including without limitation taxes imposed on amusements, admissions, restaurants, entertainment, hotels and related hospitality activities), "**construction activities**" (all as described in and contemplated by Section 8 of this Agreement), as well as the additional tax on "**hotels**" under the Tax Code of the City of Casa Grande, if any, as the same may change from time to time, applicable to general retail sales, construction, admissions, amusements, exhibitions, restaurant, sales, hotel and hospitality revenues and similar activities occurring at the Project; and provided, further, that in no event does the term "**Sales Taxes**" include present or future dedicated or special taxes allocated to a specific purpose only (e.g. mountain preserve acquisition, transportation, recreation-debt, sewer debt, or special public safety expenditure). For illustrative purposes, the current tax rate on general retail is two percent (2%) of which only one and eight-tenths percent (1.8%) is not a dedicated or special tax.

(jj) "**Special Fund**" means as defined in Section 8.2(b).

(kk) "**Term**" means the period commencing on the Effective Date and terminating on the twentieth (20th) anniversary of the Effective Date (the "Initial Term"), except that the City shall have the right to terminate this Agreement after the tenth (10^{th}) anniversary of the Effective Date if Developer has not completed development of the Minimum Resort District

Improvements prior to such tenth (10^{th}) anniversary (the "Termination Right"); provided, that unless this Agreement is terminated as provided herein prior to the expiration of such 20-year period, if any of the Property remains undeveloped at the end of the initial 20-year period, this Agreement will automatically renew for one successive additional period of 20 years at the end of which time (which shall, in the aggregate, be 40 years), this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement or recording by or between the Parties.

(ll) "**Third Party**" or "**Third Parties**" means any person(s) (as defined 1(a)(ii) above) other than a Party.

(mm) "**Total Reimbursement Amount**" means as defined in Section 8.1.

(nn) "**Zoning**" means as defined in Recital D as set forth by the PAD narratives attached hereto as Exhibit B.

2. PARTIES AND PURPOSE OF THIS AGREEMENT.

2.1 Parties to the Agreement. The Parties to this Agreement are the City and Developer.

(a) The City. The City is a municipal corporation and a political subdivision of the State of Arizona duly organized and validly existing under the laws of the State of Arizona, exercising its governmental functions and powers.

(b) Developer. Developer is The Block Sports Company, a Nevada_ corporation, together with its successors in interest and assigns. The City recognizes that Developer will likely undertake development of the Project, in whole or in part, through its Affiliates, successors or assigns.

2.2 Purpose. One purpose of this Agreement is to provide for the implementation of the Zoning and the Approved Plan for the development of the Property and to provide for infrastructure and other improvements to be designed and constructed by Developer or at Developer's direction. The purposes of this Agreement are more fully described in the Recitals hereto.

3. SCOPE AND REGULATION OF DEVELOPMENT.

3.1 Zoning Approvals; Vested Rights.

(a) Upon execution of this Agreement, the Parties hereto agree to follow the prescribed procedures under state statutes and this Agreement to rezone or establish the Zoning on the Dreamport Villages Property or any portion thereof as necessary to allow for the development of the Dreamport Villages Property as conceived of herein and in accordance with the development standards set forth in the approved PAD zoning for the property or as otherwise expressly set forth within this Agreement.

(b) Upon the execution and final approval by the City of this Agreement and final approval by the City of the Zoning, the Developer shall, so long as this Agreement is in effect and Developer is not in default of any of the material terms of the Agreement, have the contractually vested right to develop the Dreamport Villages Property in accordance with this Agreement, the Zoning, any other zoning approvals applicable to the Property, or any portion thereof, together with any subsequent amendments thereto and in conformity with applicable general law.

(c) In no event shall City require Developer to waive any development right vested in this Agreement as a condition of development approval or issuance of a permit, without the consent of Developer. Further, the Developer's contractually vested rights shall continue without change or governmental interference, except to the extent expressly set forth and permitted in this Agreement, for the entire duration and term of the Agreement, with the exception of the Hillside Design Standards and Final Landscape Design Standards as required by the approved PAD zoning of the property. The City also agrees not to impose or apply to the Property any additional density, height, or intensity restrictions that may be subsequently enacted or adopted by the City except upon written consent of the Developer. The City also agrees not to impose or apply to the Property any additional restrictions that have the effect of (i) preserving land within the Property, or; (ii) designating any land as environmentally sensitive, or; (iii) designating any land within the Property as necessary for conservation purposes, or; (iv) designating any land as a scenic corridor, or; (v) designating any land within the Property or anything thereon as a historic marker or structure in need of preservation, or (vi) restricting or limiting the use of the Property solely to farming or any other agricultural purpose. This Agreement shall control as to any inconsistency between the City's Zoning Code and this Agreement. The foregoing provisions of this paragraph are subject to Section 3.2(g) of this Agreement as well as to future approval of Hillside Design Standards, Final Landscape Design Standards, and a Comprehensive Sign Plan approval by the City's Planning Commission

(d) Subject to the Applicable Laws and any permitted changes to the Applicable Laws as permitted by Section 3.2 of this Agreement, the Developer shall have the contractually vested right to develop the Property in accordance with the Zoning and Approved Plan applicable to such Property, so long as such development is consistent with the City's General Plan. Notwithstanding the foregoing, any future rezoning or Major Amendment or Minor Amendment (as defined below) is required to be consistent with the General Plan in effect at the time of any such request. The determinations of the City memorialized in this Agreement regarding the Property, together with the assurances provided to the Developer in this Agreement regarding the Property are provided pursuant to and as contemplated by A.R.S. § 9-500.05.

3.2 Development Regulations.

(a) Intentionally Omitted.

(b) Approved Plan. Development of the Property shall be in accordance with the Zoning and associated Approved Plan(s) prepared and submitted by Developer (as the same may be amended from time-to-time) and which shall comply with the General Plan (as may be

amended from time to time,) and the Zoning and shall set forth the basic land uses, densities, and intensities for development of the Property (or any portion of the Property) as such may be amended from time to time in accordance with Section 3.2(e) below. Review and approval of the Approved Plan shall be undertaken by the City in accordance with its regular and customary procedures. Notwithstanding any other provision in this Agreement except Section 5.1, Developer shall determine the phasing of development within the Property in its sole and absolute discretion.

(c) Intentionally Omitted.

(d) Cooperation in the Implementation of the Approved Plan. Developer and the City shall work together using reasonable commercial efforts throughout the pre-development and development stages to resolve any City comments regarding implementation of the Approved Plan on the applicable portion of the Property. If Developer reaches an impasse regarding development approval with the City's staff, the dispute shall be resolved as provided in Section 13.

(e) Amendments. The City and Developer acknowledge that amendments to the Zoning/Approved Plan may be necessary from time to time as may be determined by Developer, in its sole and absolute discretion, which amendments shall be considered by the City in accordance with the City Code and state statute to determine whether such amendments are in the best interest of the City as determined by the City Council in its sole and absolute discretion. After approval of any amendment, if applicable, such amendment shall be attached to the applicable Approved Plan as an addendum and become part thereof.

(i) Major Amendments. Once the Developer obtains a contractually vested right to the Zoning and the Approved Plan applicable to any portion of the Property, the following changes shall be considered major amendments ("Major Amendments") to the Zoning applicable to any portion of the Property, and shall require City Council approval.

Residential Areas	**Commercial Areas**
• An increase in the maximum overall residential density within the Property • A reduction in the minimum open space • Any deviation more than one-quarter ($1/4^{th}$) mile off the centerline of proposed arterial roadways or parkways identified in the Agreement • Introduction of any new land uses	• An increase in maximum building height • Any deviation more than one-quarter ($1/4^{th}$) mile off the centerline of proposed arterial roadways or parkways identified in the Agreement • Introduction of any new land uses

(ii) Minor Amendments. Except for those changes expressly included above as a Major Amendment or below as an Administrative Adjustment, modifications and amendments to the applicable Zoning and Approved Plan for any portion of the Property

("Minor Amendments") shall not necessitate approval by the City Council, but shall be considered and approved by the City's Planning Commission.

(iii) Administrative Adjustments. Except for deviations constituting a Major or Minor Amendment, the Parties agree that any deviation of 5% or less from any development standard shall be deemed an administrative adjustment, that shall be approved or denied by the Planning Director. The Planning Director shall have the authority to refer Administrative Adjustments to the Planning Commission for a final determination. The decision of the Planning Director to deny an Administrative Adjustment request is appealable to the Planning Commission.

(f) Development Regulations - Applicable Laws. For purposes of this Agreement, the term "**Applicable Laws**" means the federal, State and local laws (statutory and common law) ordinances, rules, regulations, permit requirements, and other requirements and official policies of the City, which apply to the development of the Property as of the Effective Date, which shall also include the City of Casa Grande Small Area Transportation Study dated July 2, 2007. The Parties acknowledge and agree that for the Initial Term of this Agreement, no City moratorium, as that term is defined in A.R.S. § 9-463.06, or future ordinance, resolution or other land use rule or regulation imposing a limitation to the rate, timing or sequencing of the development of the Property and affecting the Property or any portion thereof shall apply to or govern the development of the Project or the Property, whether such ordinance, rule or regulation affects subdivision plats, building permits, occupancy permits, or other entitlements to use the Property issued or granted by the City.

(g) Permissible Exceptions. Notwithstanding the provisions of Section 3.2(f) above and the provisions enumerated below, the City may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property:

(i) Provisions or stipulations that Developer, in its sole discretion, may agree in writing to apply to the development of the Property;

(ii) Applicable Laws of the City enacted to the extent necessary to comply with requirements imposed on the City by the state, county, or federal government, provided, that in the event such requirement prevents or precludes compliance with this Agreement, such effective provisions of this Agreement shall be modified, if legally possible, as may be necessary to achieve the minimum permissible compliance with such requirements;

(iii) Applicable Laws enacted by the City that are reasonably necessary to alleviate legitimate threats to public health and safety, in which event any such remedial or corrective enactments shall be rationally related to the alleviation of such threats and may be imposed uniformly to all other similarly-situated properties and development within the City and only after allowing for public comment at an open meeting, and shall not, in any event, be imposed unreasonably or arbitrarily to all areas that are subject to similar threats;

(iv) Applicable Laws enacted by the City establishing hillside development standards which shall be applicable to those parcels with slopes in excess of eight percent (8%); and

(v) Future updates of, and amendments to existing building, construction, plumbing, mechanical, electrical, drainage and similar construction and safety related codes, such as the recognized construction, safety organization or by the county, state or federal government, provided that such building or safety code updates and amendments have been duly adopted by the appropriate publishing agency and are reasonably applied and, unless mandated by superior legal authority, shall not apply to any structures for which a permit has already been issued.

(vi) Building permit, planning review, inspection, engineering, and other similar fees shall, throughout the Term, be the most recent fees adopted by the City Council as of the date of application, inspection, or other triggering event. Nothing in this Agreement shall in any respects be construed to limit the City from imposing its then-current fees and Developer agrees to pay all current and future City fees at the rates then applicable.

(h) Landscape Standards.

The minimum landscape development standards that shall apply to and be enforced upon the development of the Property are to be established with the approval of a Master Landscape Theme by the Planning Commission as set forth in Section 7 of the Dreamport Village PAD. All landscape materials proposed by the developer shall be allowable as long as they comply with the City's acceptable landscape material list or the acceptable landscape material list published by ADWR for the Pinal County AMA**.**

3.3 City Development Fees.

(a) Development Fees. Subject to the provisions of this Agreement, the Developer agrees to pay all current and future enacted development or impact fees, provided such development or impact fee is consistent with the provisions and requirements of A.R.S. § 9-463.05 (individually, a "**City Development Fee**" or collectively, the "**City Development Fees**").

(b) Credits. Some of the Public Improvements that Developer has agreed to install or otherwise provide pursuant to this Agreement are or may be included within the infrastructure improvements to be funded by various City Development Fees currently in effect or as may be adopted in the future as part of the City's Infrastructure Improvements Plan or other similar plan adopted pursuant to Arizona law (the "**IIP**"). Notwithstanding any contrary provision of this Agreement, if the Developer provides, dedicates, or pays for any public land, improvements, Public Improvement, necessary public service or facility expansion or any structure or service for which a City Development Fee is assessed, and which is included in the City's IIP (a "**Development Fee Item**"), then the Developer shall receive a credit equal to the value or cost of such dedications, donations, or payments (the "**Development Fee Credit**"), to be applied in lieu of existing or future development or impact fees imposed by the City which relate to or otherwise apply to the Property for the applicable elements of the Development Fee (for example, if the Developer constructs roadway improvements within the City's IIP, the Developer would be eligible for credit against the transportation element of the Development Fees, but not for other fees related to non-transportation items, including but not limited to public safety or general government elements). The City shall establish a system to account for the City Development Fees to be collected within the Property and any Development Fee Credits (as

defined herein) applicable thereto. The Developer, at its sole cost and expense, shall have the right to audit the City's development fee funds applicable to the Property. At the Developer's sole and absolute discretion, and subject to the reduction of reimbursements pursuant to Section 8, if applicable, the Developer may utilize the Development Fee Credits against the Development Fees consistent with A.R.S. § 9-463.05(B)(7)(c)(iii) so long as such Development Fee Credits are assigned to non-residential development located in the same service area. Developer may elect, in its sole and absolute discretion, to transfer, assign, or convey the Development Fee Credits so that the Development Fee Credits can be applied to the City Development Fees due for any other portion of the Property. At the Developer's request, the City shall consider whether the IIP should be amended to the extent permitted and in accordance with applicable Arizona law to include those portions of the Public Improvements that are necessary for development of the Property, in accordance with the Infrastructure Plan (an "**IIP Request**"). Following the City's receipt of an IIP Request from Developer, the City shall determine whether amending the IIP is in the best interest of the City and, if an identified Public Improvement is included in the IIP, the City shall provide a credit toward the payment of a City Development Fee equal to the value of such construction, improvement, contribution, or dedication of that Public Improvement by Developer pursuant to Arizona law and in accordance with this Agreement.

(c) Development Fee Appeal. In the event the Developer disputes the calculation of the City Development Fee imposed by the City for a specific development on any portion of the Property, the Developer may, prior to the issuance of a construction permit, appeal the calculation of such City Development Fee by submitting a written request for review to the City Representative. Developer's Development Fee appeal shall be acted upon in accordance with the City Code and subject to A.R.S. 9-463.05.

(d) Subject to reduction pursuant to Section 8, the Parties expressly agree that Developer may apply, in accordance with A.R.S. § 9-463.05(B)(12), for forbearance on the amount of City Development Fees the City may charge based on the development of the Property and the contribution Developer or subsequent owners make or will make in the future in cash or by taxes, fees or assessments or other sources of revenue to be applied toward the capital costs of the necessary public services.

(e) At any time prior to the issuance of the first building permit on the Property, Developer may elect to pre-pay all or a portion of the City Development Fees applicable to development on the Property. The City agrees that Developer or its successors will receive a dollar for dollar credit applicable on a per commercial structure basis against the City Development Fee owed at the time of issuance of each permit based on the amount of the pre-paid City Development Fee paid to the City by Developer. In the event Developer elects to prepay the fees, Developer expressly and specifically waives any time frames requiring expenditure of the funds by the City or any reimbursement rights attendant thereto as set forth in A.R.S. § 9-463.05.

(f) Nothing in this Agreement shall preclude or impact the right of the City to seek reimbursement of any, City expense from any person other than Developer.

3.4 Intentionally Omitted.

3.5 Plat and Permit Approval.

Notwithstanding anything set forth herein or in the Zoning or Approved Plan to the contrary, the following approvals (collectively, the "Development Approvals") shall be effective for the periods set forth in this Section 3.5, which shall begin on the date of City approval:

Development Approval	**Effective Period**
Preliminary Plat	Five (5) years, plus two additional five (5) year extensions
Site Plan	Five (5) years, plus one additional five (5) year extension
Civil Improvement Plans	Five (5) years, plus one additional five (5) year extension
Final Plat	Two (2) years

During the Effective Periods set forth above, the Development Approvals shall be contractually vested for the terms set forth above from the date of approval of the same. Any extensions as set forth in this Section 3.5 shall be requested in writing by Developer and shall be acted upon by City Representative within thirty (30) days after City's receipt of such request, and shall not be unreasonably conditioned, delayed or denied.

3.6 No Additional Dedications or Exactions. Except for the dedications and requirements expressly identified in the approved PAD zoning and this Agreement and the Applicable Laws, the City agrees that it shall not require (through zoning, subdivision, subdivision stipulations, or otherwise) any requirements, reservations, conditions, or further dedications of portions of the Property or easements or other rights over portions of the Properties (collectively, the "**Requirements**"), or money or other things of value in lieu of such Requirements, except that to the extent Developer agrees to such or desires to amend this Agreement and the Zoning, in which case such Requirements, money, or other things of value in lieu of such Requirements shall be directly related to the burden imposed on the City by the amendment to the Agreement and/or the Zoning.

3.7 Future Zoning Approvals. Upon approval by the City of the PAD zoning for any portion of the Property consistent with this Agreement, Developer shall have the contractually vested rights to develop that portion of the Property in accordance with the applicable approved PAD zoning for such property and the Applicable Laws.

3.8 Future Separate Development Agreements. Nothing in this Agreement shall prevent Developer and City from entering into a separate development agreement for any portion of the Property for development or economic development purposes if determined to be in the best interests of the City or from allowing the City to grant waivers for planning and zoning review fees or building permit fees or adopting other economic development incentives

on a case-by-case basis in accordance with Arizona law and the City's normal procedures and process.

3.9 Operation of Resort District Areas.

(a) Developer, in its sole and absolute discretion, shall be permitted to set the hours of operation for any facility within the Resort District on the Property and shall provide notice to City of the same. City agrees that the hours of operation within the Resort District shall not be subject to restriction by the City.

(b) Developer shall ensure that the operation of all uses within the Resort District on the Property comply with the following standards:

(i) Noise from concerts, amusement rides and other entertainment uses as measured from any residentially zoned property that is used for residential purposes and located outside of the Dreamport North or South PAD shall be limited to the following:

1) 65 dB(A) between the hours of 10:00 AM -11:00 PM

2) 55 dB(A) between the hours of 11:01 PM –9:59 AM

(ii) Firework shows shall not be subject to said noise limitations but shall not be allowed later than 11PM with the exception of 4th of July and New Year's Eve which shall be allowed no later than 1 AM.

The City may grant exceptions to allow these noise and firework limitations to be exceeded on a case by case basis upon written request for special events in the sole and absolute discretion of the City Manager.

Developer shall specifically note in the public reports relating to sale of any residential portion of the Property the specific noise, lighting, and signage provisions of this Agreement.

3.10 Signage.

(a) On-site signage standards shall be established in accordance with a Comprehensive Sign plan for the Dreamport North and Dreamport South PAD as approved by the City's Planning Commission.

(b) Upon the Developer's submittal of an enhanced offsite advertising signage package consistent with the criteria in Exhibit D, and expressly provided that the City Sign Code has been revised to remove the prohibition on off-premise signs, the City Representative, or its designee, shall approve the development and/or construction of any offsite advertising and signage at locations requested by Developer. Advertising and content on the offsite advertising signs shall be limited and relate only to uses and events within the Property, public service

announcements relating to the Property or City of Casa Grande, and Corporate Sponsors of the Project and shall be used in such a way to drive traffic to the Project.

3.11 Lighting. Subject to the provisions of this Section, Developer shall comply with the City of Casa Grande Chapter 15-48: Outdoor Light Control Ordinance or such other duly adopted and generally and uniformly applicable code addressing outdoor lighting as may be adopted by the City and amended from time to time. Developer may, with respect to exterior illumination related to sports parks, amusement rides and attractions, amphitheaters, outdoor entertainment stages, special events, light shows on buildings and the Reservoir Improvements, and illumination of structures related to the same, including observation decks and buildings, provided by the Developer for the Project within the Resort District, request that the City Manager provide relief from the lighting standards of the City. In connection with the request, Developer shall determine the location, wattage and duration for outdoor illumination for structures related to sports parks, amusement rides and attractions, including observation decks in the Resort District after consultation with the City's Planning Department. The City Manager may, after consultation with the City Planning Director, provide such relief in his sole discretion. Any outdoor illumination used for signage as described in the enhanced onsite and offsite advertising packages shall be approved by the City Representative, or its designee.

4. ADDITIONAL PROPERTY/ANNEXATION.

4.1 Additional Property. The Developer may request to include in this Agreement additional property, including an approximately 17.09-acre property currently owned by the Arizona Department of Transportation (the "**ADOT Property**"). Developer's request to include such property shall include a reference to the proposed zoning, and any proposed development standards and Applicable Laws to be applied to such additional property. Upon receipt of Developer's request to include additional property, so long as that portion of the property meets all statutory requirements applicable to such property, including consistency with the City's General Plan in effect at the time of such request, the City, if it determines that such actions are in the best interest of the City, will take all actions required to amend the Agreement in accordance with typically applicable notice and public hearing requirements, to incorporate into this Agreement the additional property requested by the Developer, if and when the Developer acquires title to such additional property. The Developer and City agrees that upon the Developer's request and the incorporation of such additional property or portions thereof in this Agreement: (1) the City shall, if requested by Developer and in accordance with state law, consider whether annexation of any property into the City is in the best interest of the City; (2) the Developer and City shall cooperate in order for the additional property to receive land use and zoning approvals for such additional property to be developed by the Developer consistent with the General Plan, including any necessary amendment to the applicable zoning affecting the Property, all to be determined at the time the Additional Property is added to this Agreement, if City, in its sole legislative discretion, determines that such actions are in the best interest of the City.

4.2 Annexation of Additional Property and ADOT Property.

(a) Annexation Petitions. The Parties agree that upon Developer's request, the City will file a blank annexation petition meeting the requirements of A.R.S. § 9-471 in the

office of the County Recorder for the portions of additional property requested by the Developer to be annexed into the City (each an "**Annexation Property**"), and that the City will provide the requisite notice and conduct the hearings as required by law for each annexation. To facilitate the annexation of each Annexation Property, the Developer will deliver to the City an appropriate Annexation Petition for each Annexation Property. Upon receipt of the entire Annexation Petition for each Annexation Property, the City shall comply with the provisions of A.R.S. § 9-471 et seq., and if determined to be in the best interest of the City, adopt an Annexation Ordinance. The Developer hereby waives its right to challenge the Annexation Ordinances or any other City ordinance or resolution related to annexation of such Annexation Property into the corporate limits of the City.

(b) Rescission. After adoption of an Annexation Ordinance but prior to the effective date of the Ordinance, the Developer may, in writing, request that the City consider a repeal of the Annexation Ordinance if (1) any person or entity, other than a Party to this Agreement, files (i) a valid petition appearing (A) to be in proper form and (B) to have the requisite number of valid signatures to cause a referendum challenging this Agreement, the applicable Annexation Ordinance, or any other matter pertaining to the annexation of the Annexation Property, or; (ii) litigation in a court of proper jurisdiction concerning this Agreement or the annexation, or (iii) a petition pursuant to A.R.S. § 9-471 (C) challenging the validity or approval of the Annexation Ordinance; or (2) the City does not, at the same City meeting in which the Annexation Ordinance is adopted, approve the PAD rezoning or any other rezoning of the applicable portion of the Annexation Property in a form approved by the Developer. Upon receipt of a written request by the Developer, the City agrees to schedule a meeting to consider the repeal of the Annexation Ordinance if, in the City's sole discretion, such a meeting can be properly scheduled in accordance with the notice provisions of state law the City's Charter.

5. PUBLIC IMPROVEMENTS. Pursuant to A.R.S. § 34-201.L, as a condition of development of the Property imposed by the City and as authorized by A.R.S. § 9-463.01 or § 11-806.01, Developer at its sole cost shall design, construct or cause to be constructed and dedicate to the applicable governmental authority, the Public Improvements subject to the terms and conditions of this Agreement. At the time of application for platting for all or any portion of the Property, the Developer will submit for review and approval the plans for the Public Improvements as necessary and required for implementation of the phased Approved Plan. If Developer does fund and construct any of the Public Improvements detailed in Exhibit C, then to the extent Developer has not utilized a CFD, MID, or RD, or received Development Fee Credits, forbearance of Development Fees, or Construction Sales Tax Credits equal to the amount the costs for such Public Improvements, such costs shall be eligible for Sales Tax Reimbursement pursuant to Section 8 of this Agreement.

5.1 Mandatory Public Improvements; Construction and Phasing. Developer shall construct the Mandatory Public Improvements within ten (10) years after the Effective Date. The Public Improvements shall be constructed in accordance with the Approved Plans and, except as set forth in the preceding sentence, may be phased as determined by Developer, in its sole and absolute discretion, so long as such phasing is consistent with the Applicable Laws, including but not limited to an approved traffic impact study for any portion of the Project.

5.2 Design, Bidding, Construction, and Dedication. The Public Improvements shall be designed, bid, constructed, and dedicated in accordance with Applicable Laws, including without limitation all Applicable Laws concerning City procurement and public bidding procedures (including the posting of all payment and performance bonds necessary to secure the completion of construction of the Public Improvements and the payment of all contractors and subcontractors for materials and labor provided thereto).

5.3 City Review and Approval of Plans. Developer recognizes that, except as expressly provided herein, its development and construction of the Public Improvements pursuant to this Agreement are subject to the City's normal plan submittal, review and approval processes, and day-to-day inspection services and fees. Without limiting the provisions of Section 7 regarding expedited review, the City will use reasonable efforts to expedite its regulatory processes, including, but not limited to, use permit, variance, design review and building permit processes. Any disputes over delay in the review and approval processes will be resolved as provided in Section 13.

5.4 City Acquisition of Necessary Property. Developer shall make commercially reasonable efforts to obtain property rights necessary for the Public Improvements contemplated herein and in the Developer's traffic impact studies for the Project. In the event Developer is unable to obtain such property rights, Developer shall provide written notice to the City, and City, to the extent then permissible under Applicable Laws, and to the extent determined to be necessary for Developer's construction of the Public Improvements and at Developer's sole cost and expense, shall purchase, accept dedication of, or use its power of eminent domain to acquire any necessary right-of-way and other property rights required for construction or maintenance of the Public Improvements at the Developer's sole expense. The City will grant to Developer all rights, licenses, easements, and rights of entry necessary to permit Developer to construct the Public Improvements. Upon not fewer than ninety (90) days advance request by City; or upon completion of any portion, segment or phase of the Public Improvements offered for dedication by Developer and accepted by the City, Developer will dedicate and grant to the City any real property or real property interests owned by Developer which (i) constitute a part of the Property, (ii) are reasonably necessary for right-of-way purposes or otherwise required for the construction, maintenance, or operation of the Public Improvements or other necessary public services on or within the Property, and (iii) do not materially interfere with the development of the Project, as planned (the "**Dedicated Property**"). Developer shall make such dedications without the payment of any additional consideration by City.

5.5 Dedication, Acceptance, and Maintenance of Public Improvements. When the Public Improvements or a discrete portion thereof are completed (e.g., all of the paving for a particular street within any designated section or phase of the Project), then Developer shall dedicate and the City shall, if the Public Improvements have been constructed in accordance with the plans in all material respects, accept such Public Improvements in accordance with the Applicable Laws and upon such reasonable and customary conditions as the City may impose, including without limitation a one (1) year workmanship and materials contractor's warranty. Upon acceptance by the City, the Public Improvements shall become public facilities property of the City and the City shall be solely responsible for all subsequent maintenance, replacement, or repairs and for all costs for utilities, including electricity, if any, related to such Public

Improvements. In no event, except as required in the Reservoir Maintenance Agreement, if any, shall Developer be responsible for the cost for any utilities related to the operation of the Public Improvements after acceptance by the City, including the cost for electricity for lighting public streets or public parks dedicated to and accepted by the City within the Project. With respect to any claims arising prior to acceptance of the Public Improvements by the City, Developer shall bear all risk of, and shall indemnify the City and its officials, employees and City Council members, against any claim arising prior to the City's acceptance of the Public Improvements from any injury (personal, economic or other) or property damage to any person, party or utility, arising from the condition, loss, damage to or failure of any of the Public Improvements, except to the extent caused by the gross negligence or willful acts or omissions of the City and its officials, employees and City Council members, agents or representatives.

5.6 Payment of Public Improvement Costs. Developer shall pay all Public Improvement Costs as the same become due, subject to the reimbursement provisions of this Agreement, including but not limited to Section 8 *et seq.*

5.7 Oversizing. Where a specific size is not stated in this Agreement with respect to any improvements or other facilities to be provided by Developer hereunder, the size shall comply with the larger of the City's standard roadway or infrastructure extension requirements consistent with the City's overall wastewater or transportation system or the requirements reasonably needed to support Developer's project as determined by a traffic impact analysis or other scientific analysis of the infrastructure needs of the Property (the "Sizing Standard"). Subject to the provisions of this Section 5.7, the City may require Developer to "oversize" any improvements or other facilities to be provided by Developer hereunder; provided, however, City and Developer shall, prior to requiring the upsizing of infrastructure, meet in good faith to determine how to fund the cost differential between the Sizing Standard and the "upsized" infrastructure and Developer shall not be obligated to upsize unless the parties can agree on a funding mechanism or City funds the incremental cost difference between the cost of materials and labor for the construction/installation of the Sizing Standard and the actual materials and labor cost of the oversized component. Notwithstanding the provisions of this Paragraph, none of the Public Improvements shall be subject to this Paragraph or deemed to be "oversized" for any purposes.

5.8 Project Financing.

(a) Special District Financing.

(i) Any Public Improvements, or other improvements to be dedicated to the City, to be constructed by the Developer may, to the extent permitted by and in accordance with all applicable laws, be constructed, acquired, and financed, at the Developer's option, through a Community Facilities District ("**CFD**"), Municipal Improvement District ("**MID**"), and/or Revitalization District ("**RD**") or other allowable financing mechanism. The City agrees to, process any applications by the Developer and, if deemed in the best interest of the City in the sole discretion of the City, to reasonably assist in the Developer's efforts to obtain funding from any source now existing or subsequently made available in order to develop the Property, any improvements thereto and the Public Improvements for the Property, including, but not limited to, the Developer's efforts to: (a) establish and utilize a CFD, a MID and/or a RD; (b) apply for

and obtain industrial development authority bonds, including private activity bonds issued by the Industrial Development Authority of the City of Casa Grande; (c) apply for and obtain any local, county, state, private, or national bonds, grants, or other sources of financing that may be used to support the development of the Property; (d) apply for and obtain approval of any incentives offered through the Arizona Commerce Authority or other similar economic development agency or organization sponsored by the State of Arizona (e) obtaining any private or publicly subsidized loans; (f) establish financing for any project or business through the federal programs contained in 8 CFR 204.6 and 8 CFR 216.6, including establishment of a regional center within the Property; and (g) apply for and receive financing from the Native American Community State Shared Revenue Fund. After receipt of the Developer's written request, the City will work with Developer in accordance with the City's ordinary process and procedure to help Developer, at no out of pocket cost or significant staffing burden to the City, prepare and submit any application and/or supporting materials to any agency, private institution or public body to obtain funding for the development of the Property.

(b) Community Facilities District

(i) Formation of Community Facilities District. Within ninety (90) days from the receipt of the Developer's petition containing the necessary number of signatures and requesting the formation of one or more CFDs, the City will begin the process of negotiating an appropriate CFD Agreement between the Parties to form the CFD(s) comprised of the Property or any portion thereof and, as determined to be necessary by the Developer, any other property within the City, in order to aid in financing the cost of the Public Improvement and provision of City Services (as defined in Section 6.1) necessary to service the Property. The decision whether to form a CFD and the infrastructure to be financed through such CFD shall be in accordance with the applicable state law at the time of formation. Nothing in this Agreement will be deemed to require the formation of any particular CFD or the inclusion of any particular infrastructure, with such decisions resting in the sole legislative discretion of the City Council if and only if deemed to be in the best interest of the City.

(ii) If a CFD is requested by the Developer, the CFD shall be formed in accordance with the terms and conditions set forth in any CFD Agreement and consistent with the City's CFD Policies and Procedures in existence as of the date of the Developer's request. Nevertheless, in the event of any conflicting terms between the CFD Agreement and the City's CFD Policies and Procedures, the CFD Agreement shall control. The terms and conditions set forth in the CFD Agreement shall be amended only upon mutual agreement by the parties to the Agreement.

(iii) Recovery of CFD Costs. If a CFD is formed to fund the construction and/or acquisition of a Public Improvement, other public infrastructure, and/or provision of City Services in accordance with the terms of the Agreement, the Developer, subject to the terms of the CFD Agreement, will be permitted to seek to recover one-hundred percent (100%) of any and all eligible Public Improvement costs that the Developer has expended or will expend in designing, installing and constructing such Public Improvement and/or providing City Services to the Property in accordance with this Agreement, the CFD Agreement and for which Developer shall publicly procure as required by law. The request may also include the

Developer's costs related to financial, legal, engineering and other professional costs as well as any city fees and/or deposits which may be required related to the establishment of the CFD, as allowed by law and provided by the CFD Agreement. Any Public Improvement amounts funded by a CFD shall not be eligible for sales tax reimbursement pursuant to Paragraph 8 of the Agreement.

(b) Municipal Improvement District.

(i) Formation of Municipal Improvement District. Upon request by the Developer, the City, in accordance with any applicable Municipal Facilities Guidelines in effect at the time of the execution of this Agreement and applicable state law as set forth in A.R.S. § 48-501 et seq., as in effect at the time of application and as amended from time to time, will work with Developer in accordance with the City's ordinary process and procedure to help Developer, at no out of pocket cost to the City in Developer's efforts to form an MID comprised of the Property or any portion thereof and, if deemed appropriate by the City in its sole discretion, any other property within the City, in order to aid in financing the cost of the Public Improvement and/or provision of City Services within the MID.

(ii) Recovery of MID Costs. If a MID is formed to fund the construction of a Public Improvement, other eligible infrastructure, and/or provision of City Services, and in accordance with and subject to the terms of the Agreement and state law, the Developer may seek to recover one-hundred percent (100%) of any and all costs the Developer has expended or will expend in designing, installing and building a Public Improvement or other eligible infrastructure and/or providing City Services in accordance with this Agreement and the development of the Property and for which Developer shall publicly procure as required by law. The request also may include the Developer's costs related to financial, legal, engineering and other professional costs as well as any city fees and/or deposits which may be required to establish the MID as allowed by law. Any Public Improvement amounts funded by a MID shall not be eligible for sales tax reimbursement pursuant to Paragraph 8 of the Agreement

(c) Revitalization District.

(i) Formation of Revitalization District. Upon request by the Developer, the City, in accordance with applicable state law as set forth in A.R.S. § 48-6801 et seq., will work with Developer in accordance with the City's ordinary process and procedure to help Developer, at no out of pocket cost to the City in Developer's efforts to form an RD comprised of the Property or any portion thereof and, if deemed appropriate by the City in its sole discretion, any other property within the City in order to aid in financing the cost of the Public Improvement and/or provision of City Services within the RD. The City agrees to follow the processes as outlined in A.R.S. § 48-6801 et seq.

(ii) Recovery of RD Costs. If an RD is formed to fund the construction of Public Improvement, other eligible infrastructure, or the provision of City Services, and in accordance with and subject to the terms of the Agreement and state law, the Developer may seek to recover one-hundred percent (100%) of any and all costs the Developer has expended or will expend in designing, installing and building such Public Improvement or

other eligible infrastructure or providing City Services in accordance with this Agreement and the development of the Property and for which Developer shall publicly procure as required by law. The request may also include the Developer's costs related to financial, legal, engineering and other professional costs as well as any city fees and/or deposits which may be required to establish the RD as allowed by law. Any Public Improvement amounts funded by a RD shall not be eligible for sales tax reimbursement pursuant to Paragraph 8 of the Agreement

(d) Foreign Trade Zone. The City will exercise good faith efforts to evaluate, and if deemed appropriate and in the best interest of the City, support the Developer's efforts in obtaining designation of the Property or any part thereof as a Foreign Trade Zone and in applying for subzone status under a designated Foreign Trade Zone. To the extent Developer identifies a portion of the Property to seek Foreign Trade Zone status, the City will exercise good faith efforts to seek necessary concurrence letters from other taxing authorities or governmental agencies to support the FTZ application process and to place an item on the Council agenda for consideration of a Resolution of support by the City of Casa Grande. If approved by the Foreign Trade Zones Board, the City shall assist Developer in executing such documents and agreements in order to active Foreign Trade Zone approval; provided, however, that any such application or assistance by the City shall be at no out of pocket cost to the City, except to the extent such costs, such as staff costs, are a normal cost of government administration.

5.9 Conditions to Reimbursement. The construction of any portion of the Public Improvements by Developer as described in this Agreement, other than the Mandatory Public Improvements, is not a covenant of Developer or a contractual obligation of Developer, but rather is a condition precedent to the obligations of the City to reimburse Developer as provided in this Agreement.

5.10 Dedication of Public Safety Site. Developer agrees to dedicate, upon the request of the City, real property for the location of a permanent fire station and/or a police substation on the Property (which may include a community office for police or other municipal use). The land on which the permanent fire station is located shall be: (A) in such location as is necessary to meet established response times, and (B) be not less than three (3) acres unless City requests a site less than three (3) acres. If Developer dedicates real property for the purpose of establishment of a permanent fire station or police substation, then it shall receive dollar for dollar credits against the applicable Development Impact Fee for the full fair market value of the land so dedicated in accordance with Section 5.7(d).

5.11 Government Property Lease Excise Tax. Subject to City Council approval at its discretion and Applicable Laws, and as an alternative for any portion of the Property for which either an Improvement District or a CFD may not be formed, the City and Developer may agree to implement and provide Developer with all statutorily-authorized government property lease excise tax abatements ("**GPLET**") pursuant to A.R.S. §§ 42-6201 through 42-6210, inclusive. The implementation of the GPLET is contingent upon the City and Developer entering into a GPLET Agreement, and an amendment to this Agreement as to the GPLET area, which will include renegotiated and mutually agreed upon provisions concerning the forms of the deed and lease to be utilized for each such GPLET, the rent payable by Developer pursuant to

each such lease, the amount (if any) by which the Sales Tax Rebates will be reduced by reason of the GPLET, and any other matters related to implementing the GPLET.

5.12 Resort Parkway. City and Developer agree that the Developer shall be required to design, construct and improve the "**Resort Parkway**" (inclusive of the Resort Parkway North and the Resort Parkway South) to serve the Project, which Resort Parkway shall be included in the Public Improvements and be developed subject to the terms of this Agreement. The Resort Parkway alignment is currently intended to be located along the Henness Road alignment, but the final configuration for the Resort Parkway shall be determined by Developer and City based on Developer's traffic engineering study, and shall consist of a minimum of two (2) lanes in each direction between the Property and Selma Highway and such other landscape and other improvements as may be consistent with the Approved Plan and the traffic engineering study. Developer shall have the exclusive right to determine the name of the Resort Parkway on and adjacent to the Property. City agrees to reasonably cooperate and assist Developer in its efforts to obtain any required approvals for the Resort Parkway to cross over Jimmie Kerr Boulevard, any ADOT right of way and the Union Pacific Railroad right of way, at no out of pocket cost to the City.

5.13 Traffic Interchanges. City and Developer agree and acknowledge that one or more traffic interchanges at Interstate 8 and Interstate 10 will be necessary for development of the Project. City agrees to reasonably support, coordinate, and cooperate with Developer's efforts to obtain approvals and funding for one or more traffic interchanges consistent with the design concept report for the Henness Road Traffic Interchange (the "**Henness TI DCR**") and the Selma Highway Traffic Interchange (the "**Selma TI DCR**") that have been approved by ADOT and the Federal Highway Administration, at no out of pocket cost to the City.

5.14 Passenger Rail Station. Developer desires for a full-service passenger rail station operated by the National Railroad Passenger Corporation, doing business as Amtrak (the "**Amtrak Station**"), to be located on the Property, which shall include a rail spur allowing connection between the Project and the Amtrak Station. City agrees to reasonably cooperate with and support Developer's efforts to obtain all required approvals and federal and state grants, as applicable, for a new Amtrak Station to be located on the Property, at no out of pocket cost to the City.

5.15 Private Roads. Subject to the restrictions set forth in this Section, the Developer will have the right to retain or acquire ownership to all interior local streets and other rights-of-way located within the Property ("**Private Rights-of-Way**"), with the exception of any arterial or larger roadway designations, or any collector streets that connect or are planned to connect with other platted or planned subdivisions, and further provided (a) Developer designates such streets or right-of-way as being private no later than on its preliminary plat(s), and (b) no public infrastructure to be dedicated to the City is placed in a private roadway or right-of-way. Some or all of the Private Rights-of-Way may be conveyed to one or more homeowners' associations created by the Developer for this and other purposes. The Developer shall have the right to install manned and/or unmanned access control structures within the medians of the Private Rights-of-Way on any portion of the Property. The Developer shall grant to the City an easement, in a form reasonably acceptable to the City, for police, fire, ambulance,

garbage collection, wastewater, storm drain line installation and repair, and other similar public purposes, over the Private Rights-of-Way, and shall permit reasonable access to the City, as reasonably approved and with devices reasonably required by the City, through any access control structures for purposes of police, fire, ambulance, garbage collection, water or wastewater, storm drain line installation and repair, and other similar public purposes. The Developer shall have the right to name Private Rights-of-Way as long as the names are not duplicative or confusing as compared to the official City streets. All costs associated with Private Rights-of-Way, including, e.g., the access structures, landscaping, maintenance, and repair, will be the responsibility of the owner of each Private Right-of-Way, with no reimbursement due from the City. Private Rights-of-Way shall be built to the same structural and functional standard as public streets within the City.

5.16 Naming Rights. Developer shall have the exclusive right to determine the name for any private street within the Property, provided the same is not duplicative or confusing with other streets in the City and only after consultation with the Planning and Fire Departments concerning the City's street naming procedures

6. CITY SERVICES AND BENEFITS.

6.1 Provision of Public Services. Except as provided in Section 6.4 of this Agreement, the City shall provide all city services ordinarily, and only to the extent provided by the City to similarly situated property, for the Property, including but not limited to the following types of services:, trash collection, wastewater services, police and fire protection and all other services typically provided by the City to its residents and property owners (the "**City Services**") to the same extent and upon the same costs, terms and conditions as those services are being provided to other similarly-situated properties throughout the City unless otherwise agreed to herein. If any such service is not provided by the City or a contractor on behalf of the City, the Developer may, at its sole and absolute discretion, elect to obtain such services from a duly-qualified private service provider so long as Developer's election does not have a material, adverse effect on the City's efforts to plan and provide such services on a general and uniform basis and cost throughout the City.

6.2 Operations and Maintenance of Fire and Police Services. The City shall provide fire, police, and emergency services to the Property and any portion thereof in accordance with Section 6.1. The City shall be responsible for all design, construction and installation of all fire, police and emergency services facilities as well as operation and maintenance costs associated with the provision of these services as set forth in Section 6.1, and other than the development fees or other requirement applicable to the Property in conformance with the Rules, this Agreement and Applicable Law, which must be applied uniformly and not arbitrarily by the City to all areas receiving such services, the Developer shall not be required to contribute any funding towards such services throughout the duration of this Agreement, except as permitted by the Rules and applicable Arizona law. If the Developer donates, designs, constructs, dedicates or otherwise provides any land or other capital improvements necessary for police, fire, or emergency services provided by the City and the City imposes a development fee for the provision of such service to a development, the Developer shall receive a development fee credit equal to the value any actual donation, construction and dedication, payment or other

provision of land or capital costs made by the Developer to the City in accordance with the terms of this Agreement and the Applicable Laws.

6.3 Intentionally Omitted.

6.4 Wastewater. The City and the Developer acknowledge that Developer intends to develop on the Property a private wastewater treatment plant with sufficient capacity to serve each phase of development on the Property (the "**Dreamport Villages Wastewater System**"). The Dreamport Villages Wastewater System will be owned, operated, and maintained by Developer, and the parties shall cooperate and work together to enter into a future agreement which shall set forth the standards for such operation and maintenance. Those portions of the Property served by the Dreamport Villages Wastewater System shall be exempt from payment of all City wastewater rates. The City agrees to cooperate, at no out of pocket cost to City, with Developer's efforts to obtain any licenses or permits necessary for the Developer to construct, operate, and provide wastewater and/or water treatment infrastructure and services. If an amendment to the Central Arizona Association of Government's ("**CAG's**") § 208 Plan is necessary for Developer's wastewater treatment plant, or for the City to provide sewer service to any portion of the Property, the Developer and City, at no out of pocket cost to City, will cooperate in selecting and retaining the necessary professional consultants to be retained to process such amendment and prepare all the necessary applications and documents. The City shall have the right to review and approve the application and documents prior to submission. The City agrees, at no out of pocket cost to City, to process and submit the documents and application for the required amendment.

In the event Developer determines that connecting to the City's existing wastewater system is feasible and more economical than utilizing the Dreamport Villages Wastewater System, Developer may elect to connect to the City's wastewater system, and City and Developer shall diligently work together to determine the costs and conditions associated with such connection.

6.5 Effluent. To the extent Developer operates a private wastewater facility, City disclaims any right to the sewage effluent emanating from the Property and Additional Property.

6.6 Reservoir Improvements. The Developer may, in its sole and absolute discretion, elect to design, construct and develop one or more public and private recreational Reservoirs and other compatible improvements and amenities related to the Project (the "**Reservoir Improvements**"). In the event the Developer elects to develop public Reservoir Improvements the Developer and the City, at no out of pocket cost to the City, shall cooperate and take all actions necessary: (i) to obtain all approvals and permits as may be required to complete and operate the Reservoir Improvements for the benefit of the Property and the City, including any permits or approvals required to be issued by the Arizona Department of Water Resources and (ii) to obtain any recharge and recovery permits required for the Reservoir Improvements. The City and the Developer shall cooperate and enter into an agreement (the "**Reservoir Management Agreement**") containing the terms and conditions for the use, operations and maintenance of the public Reservoir Improvements, the costs for which shall be

borne by the Developer. Further, the Reservoir Management Agreement shall require the City to own the public Reservoir Improvements but not manage or financially support the public Reservoir Improvements. Further, if requested by Developer, City will reasonably support and cooperate, at no out of pocket cost to City, with Developer's efforts to obtain any necessary approvals related to SCIDD or any other water owner or jurisdiction, water use, and water infrastructure within the Property to further development of the Project. Further, City agrees to evaluate, and if in the best interest of the City, support any proposed legislation intended to allow the use of groundwater or treated effluent (at a level acceptable to the Arizona Department of Environmental Quality) to allow for full body contact in such Reservoir Improvements.

6.7 Intentionally Omitted.

6.8 Encroachments.

(a) Public Improvements. Developer and its agents, and employees, shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such Public Improvements or other public infrastructure. Developer's use, pursuant to the City's issuance of an encroachment permit, of such easements and rights-of-way shall not impede or adversely affect the City's use and enjoyment thereof.

(b) Landscaping Improvements. The Developer may request the City's cooperation in the planning, approval and implementation of a cohesive roadway theming and landscaping plan, including enhanced landscaping areas, for the rights of way included in the Public Improvements and those rights of way located on or immediately adjacent to the Property (the "**Roadway Theming Plan**"). The Owner's written request shall include the locations for the roadways to be included in the Roadway Theming Plan, and the proposed types of landscaping to be included in such plan. The City agrees, to the extent the Roadway Theming Plan is determined to be in the best interest of the City, to use its best efforts to cooperate with the Developer and to implement the Roadway Theming Plan to ensure the roadway theming and landscape plans are cohesive throughout the area. All landscaping installed in the City right of way shall, subject to a one-year warranty from Developer or the installing contractor, be maintained by the City, at its sole cost and expense. Developer and its agent, and employees shall have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way within the Property or adjacent thereto to the extent reasonably necessary to install landscaping material within the portion of the City right-of-way not used for vehicular travel.

6.9 Access to City Property. Upon request by Developer, City will grant to Developer a non-exclusive license to access and use public property and improvements, including, but not limited to trails located on the City's property adjacent to the Property, including those properties commonly known as the Casa Grande Mountains, on substantially the same terms and conditions, if any, as provided to other users. City hereby grants to Developer a non-exclusive license to conduct tours utilizing horseback and other non-motorized vehicles on trails and areas of the City's adjacent property designated by Developer and City, which, if used

for such purposes, shall be improved, and maintained by Developer. City and Developer agree to cooperate and to perform such other and further acts and to execute and deliver such additional agreements, documents, certifications, acknowledgments, and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated in this subsection 6.9.

6.10 Intentionally Omitted.

6.11 Project Promotion. In order to promote the Project and the City with the goal of attracting visitors to the City and the Project as well as additional sales tax revenue to the City, City agrees to provide marketing and promotional support to Developer on substantially the same terms offered to other local companies, including without limitation: (1) provide space to promote the Project on Casa Grande's Economic Development website, if any, at no charge to the Developer; (2) promoting the Project during construction and thereafter including articles or other writings about Developer's operations; (3) promoting the Project at tradeshows and conferences attended by the City where appropriate; and (4) including the theme park and resort marketing and promotional materials in Casa Grande marketing materials. City also agrees to reasonably cooperate with Developer and to ensure that reasonable directional and wayfinding signage is installed by ADOT on Interstate 10 and Interstate 8 at no out of pocket cost to the City.

7. DEVELOPER ASSISTANCE. The City acknowledges the necessity for expeditious review by the City of all plans and other materials submitted by the Developer to the City hereunder or pursuant to any zoning, platting, permit, or other governmental procedure pertaining to the development of the Property and agrees to review the submitted materials in a manner consistent with the City's review process. Notwithstanding anything contained herein to the contrary, in the event the City cannot review and return submitted materials to Developer within a 60-day period from the time of submittal, then the City shall notify the Developer of such, and the Developer may then request expedited review and pay the costs incurred by the City for such private consultants and advisors selected by the Developer and retained by the City, as necessary, to assist the City in the expedited review and/or inspection process; provided, however, that such consultants shall take instructions from, be controlled by, and be responsible to, the City and not the Developer. If such consultants and/or advisors are used, the City shall not charge its standard permit, inspection, review, or other fee typically charged for the services performed by such consultants and/or advisors, except to the extent, if any, such standard fees exceed the amount paid by the Developer pursuant to the preceding sentence. The parties acknowledge that the process set forth in this Section 7 satisfies the requirements of A.R.S. §9-831 *et seq*.

8. PAYMENTS TO DEVELOPER.

8.1 Reimbursement Amount. The City agrees to reimburse Developer in accordance with this Agreement for the total Public Improvement Costs allocable to the Mandatory Public Improvements actually incurred by Developer, exclusive of any financing costs in an amount not to exceed Thirty Million Dollars ($30,000,000), and if constructed, for the Public Improvements Costs for the Public Infrastructure (inclusive of the Mandatory Public

Infrastructure) in an aggregate amount not to exceed One Hundred Twenty-Four Million Dollars ($124,000,000), but only to the extent that Sales Tax Revenues are available for such reimbursement as further set forth in this Section 8 (the "**Total Reimbursement Amount**"), and subject to reduction as further set forth in this Agreement.

8.2 Allocation and Deposit of Revenues.

(a) Allocated Revenues for Resort Improvements. Subject to the limitations set forth in Sections 8.2(c) of this Agreement, in view of Developer's construction of the Public Improvements, and otherwise performing its obligations under this Agreement, the City shall rebate and pay to Developer transaction privilege taxes (the "**Sales Tax Rebates**") equal to (i) twenty seven and one-half percent (27.5%) of the Sales Taxes imposed and actually received by the City for construction and related contracting activities by Developer or purchasers of the Pad Sites and their contractors and subcontractors in constructing the Public Improvements within the Project pursuant to Section 5, and (ii) from and after the date that Developer begins to operate the Project on the Property, forty nine (49%) of the Sales Taxes imposed by and actually received by the City for retail sales (which shall include, but not be limited to, sale of goods, admissions, exhibitions, amusements, restaurant, entertainment, bar and hotel activities) occurring within the Property (irrespective of whether the Property or portions thereof from which such sales are generated are owned by Developer or others, including pad purchasers) and the additional tax on hotels, if any (collectively, the "**Taxable Activities**").

(i) Minimum Resort District Improvement Contingency. Notwithstanding anything set forth herein to the contrary, the City's payment of the Allocated Revenues to Developer arising from and related to the Sales Tax Rebates shall be contingent on the Completion of Construction of the Minimum Resort District Improvements (the "**Sales Tax Rebate Contingency**") no later than ten years following the Effective Date..

(b) Allocated Revenues. The Sales Tax Rebates shall be deposited by the City in a separate account within the City's General Fund (the "**Special Fund**") for the purpose of payment hereunder (the "**Allocated Revenues**") as set forth in this Section 8. The Special Fund shall be segregated from other City funds and City shall pay into the Special Fund, within forty-five (45) days of the end of each month, the Allocated Revenues. The first deposit into the Special Account shall be made within forty-five (45) days following the end of the first calendar quarter following the Effective Date in which Sales Tax Revenues are collected (and received by the City) from any development or construction activity on, from or related to the Property, or any sales or similar taxable activity occurs on or at the Project, as applicable, and shall thereafter be made within forty-five (45) days of the end of every subsequent quarter, until the earlier of (a) the Total Reimbursement Amount due under this Agreement has been paid in full, (b) eighty (80) quarterly Reimbursement Payments have been made to Developer as provided in this Agreement, (c) twenty-five years from the Effective date, or (d) expiration of the term of this Agreement. The City recognizes that the Sales Taxes shall, in any event, be collected and deposited in the Special Fund (i) from and after the commencement of any construction activity with respect to construction sales and use taxes, and (ii) from and after Grand Opening of the Minimum Resort District Improvements with respect to all taxes.

(c) Special Fund. The Special Fund shall be segregated from other City funds and City shall pay into the Special Fund, within forty-five (45) days of the end of each month, the Allocated Revenues. The Quarterly Reimbursement Payments designated in this Section 8 shall be paid by the City to Developer from the Special Fund.

(d) Allocated Revenue Reduction. In order to compensate for reduced Sales Taxes resulting from a Relocated Business, the City shall retain, and not include in the Allocated Revenues, the Sales Taxes paid or payable by each Relocated Business to the City for a single location for Taxable Activities during the Term of the Agreement. For purposes of this Section the term "**Relocated Business**" shall mean each business in the City which relocates to and opens a retail store comprised of not less than twenty thousand (20,000) square feet of leasable or usable space for business to the public in the Property and has two (2) or fewer business locations in the City, outside the Property, prior to such relocation; and the term "**Taxable Activities**" shall mean retail sales (which shall include, but not be limited to, automobile and motor vehicle sales and resales, service and repair, leasing and other related activities), admissions, exhibitions, amusements, restaurant, bar and hotel activities. Notwithstanding the foregoing, following the opening of a Relocated Business, if the Sales Taxes attributable to such Relocated Business exceed the amount of the average monthly Sales Taxes generated by such business during the three-year period prior to relocation, forty-nine percent (49%) of the amount of the Sales Taxes generated by such Relocated Business that exceeds such average shall be included in the Allocated Revenues.

8.3 Payment Procedures.

(a) Conditions Precedent to Reimbursement. Notwithstanding the accumulation of funds in the Special Fund and the Allocated Revenues due to Developer under this Agreement, no payment shall be made to Developer from the Special Fund (and Developer shall have no ownership or interest in the Special Fund, except as provided in this Agreement) until the Completion of Construction of the Minimum Resort District Improvements; provided, however, that prior to Completion of Construction of the foregoing, the Sales Tax Revenues shall accumulate in the Special Fund for the benefit of, and for subsequent disbursement to, Developer.

(b) Quarterly Reimbursement Payments.

(i) Reimbursement payments shall be made to Developer no less frequently than quarterly (each, a "**Reimbursement Payment**" and collectively, the "**Quarterly Reimbursement Payments**"). The first quarterly Reimbursement Payment with respect to the Sales Tax Rebates (which shall include all accumulated Allocated Revenues held in the Special Fund with respect to same) shall be made by the City to Developer within forty-five (45) days following the last day of the end of the calendar quarter in which Completion of Construction of the Minimum Resort District Improvements occurs.

(ii) Reimbursement Payments will continue to be made forty-five (45) days after the last day of every calendar quarter thereafter in which Sales Tax Revenues are collected from the Property, until the earlier of (a) the Total Reimbursement Amount due under

this Agreement has been paid in full, (b) eighty (80) quarterly Reimbursement Payments have been made to Developer as provided in this Agreement, (c) twenty-five years from the Effective date, or (d) expiration of the term of this Agreement.

(c) Limitations on Payments to Developer.

(i) The City shall in no event be required to pay to Developer, with respect to any period, any greater amount than the Allocated Revenues actually received by the City in or prior to such period and credited (or which properly should have been credited) to the Special Fund.

8.4 Determination of Amount of Allocated Revenues Received by the City. The City's Director of Finance (or corresponding officer if there is no Director of Finance) shall determine, from sales tax returns and other appropriate financial records of the City, the amount of Sales Tax Revenues for each quarter (or partial quarter if appropriate), with respect to the Property. Any such determination shall be subject to audit and challenge by Developer; provided, however, that any such audit shall be limited to reasonable times, shall not be unreasonably disruptive to the City's business, and shall be at Developer's sole cost.

8.5 Computation of Sales Tax Revenues. Within forty-five (45) days following the end of each City fiscal year, the City will deliver to Developer a statistical report of all Sales Tax Revenues (classified, if appropriate, to prevent the identification of a particular return or report). In addition to the foregoing, upon written request of Developer, the City will deliver to Developer an accounting of all sales tax receipts. Such report shall specifically identify any offsets, credits, exclusions, or other deductions from the gross Sales Tax Revenues generated by or attributable to the Property, which have been identified by the City in computing the Sales Tax Revenues for purposes of this Agreement.

8.6 City's Prepayment Right. The City shall have the right to prepay the Total Reimbursement Amount, in whole or in part at any time, without premium or penalty.

8.7 Limitation. During the Term of this Agreement, the City shall not enter into any agreement or transaction which impairs the rights of Developer under this Agreement, including, without limitation, the right to receive the Quarterly Reimbursement Payments and the Total Reimbursement Amount in accordance with the procedures established in this Agreement.

8.8 Multiple Business, Contractor, and Subcontractor Locations. Since some businesses with multiple locations in the City (each a "**Multiple Location Taxpayer**") report their Sales Taxes on the basis of revenues for all their locations in the City, rather than separately for each location, Developer shall request each such Multiple Location Taxpayer located in the Project to separately report its Sales Taxes to or furnish the City with a certified break-out worksheet showing its Sales Taxes for that location within the Project, along with the Multiple Location Taxpayer's name and City privilege tax identification number. To the extent such separate recording is not received by the City for a Multiple Location Taxpayer, and if no other reliable information regarding revenues at the Project is available to City and Developer, the Sales Taxes for a location within the Project shall be equal to the total Sales Taxes reported for

all of its locations within the City multiplied by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of locations of that Multiple Location Taxpayer in the City. Similarly, since some contractors and subcontractors with multiple projects or jobs in the City (also, each a "**Multiple Location Taxpayer**") report their Sales Taxes on the basis of revenues for all their projects or jobs in the City, rather than separately for each project or job, Developer shall request each contractor and subcontractor having taxable activities in constructing the Project to separately report its Sales Taxes or furnish the City with a certified break-out worksheet showing its Sales Taxes for those taxable activities within the Project, along with the contractor's or subcontractor's name and City transaction privilege tax identification number. If such separate reporting or break-out worksheet is not received by the City for a contractor or subcontractor having multiple projects or jobs in the City, Developer shall provide the City with Developer's certified statement of the contracting revenues paid with respect to the Project and that data shall be utilized to compute the Sales Taxes paid and the Sales Tax Rebates. If the taxpayer's name and City privilege tax identification number is not received by the City for a Multiple Location Taxpayer, the City shall request such information from Developer which shall request such information from the Multiple Location Taxpayer in connection with any sale, lease, sublease, contracting or other taxable activities involving any property located within the Project, and will provide the City with the best information available as to the activities of the Multiple Location Taxpayer, and the City shall calculate the applicable tax rebate in good faith based on the best information available to utilizing such logical means of calculation as it in good faith determines.

8.9 Adjustments to Total Reimbursement Amount.

(a) Subject to the conditions and limitations set forth in this Agreement and this Section 8.9, including the completion of the Public Improvements, Developer shall be reimbursed by the City through the Sales Tax Rebates pursuant to this Section 8. The parties acknowledge and agree that the unreimbursed portion of the Sales Tax Rebates shall be reduced, on a dollar-for-dollar basis, by the amount of (i) any Development Fee Credits attributable to the Public Improvements, (ii) forbearance of Development Fees allowed by Section 3.3(b), and (iii) the amount of any funding provided by a mechanism set forth in Section 6, if any, used to fund the Public Improvements.

9. IDEMNITY; RISK OF LOSS.

9.1 Indemnity by Developer. Developer shall pay, defend, indemnify and hold harmless the City and its City Council members, officers and employees from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorneys' fees, experts fees and court costs associated) which arise from or relate in any way to any act or omission by Developer, or its employees, contractors, subcontractors, agents or representatives, undertaken in fulfillment of Developer's obligations under this Agreement. The provisions of this Section 9.1, however, shall not apply to loss or damage or claims therefore which are attributable to acts or omissions of the City, its agents, employees, contractors, subcontractors, or representatives. Developer shall have no defense obligation in any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of the City, its employees, contractors, subcontractors, agents, or

representatives. The foregoing indemnity obligations of Developer shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

9.2 Indemnity by the City. The City shall, to the extent permitted by law, pay, defend, indemnify and hold harmless Developer and its Affiliates and their respective partners, shareholders, officers, managers, members, agents and representatives (and their respective partners, shareholders, officers, managers, members, agents or representatives) from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities and suits (including attorneys' and experts court costs associated) which arise from or which relate in any way to any act or omission on the part of the City, its employees, contractors, subcontractors, agents or representatives, undertaken in fulfillment of the City's obligations under this Agreement. The provisions of this Section 9.2, however, shall not apply to loss or damage or claims therefore which are attributable to acts or omissions of Developer and/or its Affiliates, or the respective agents, employees, contractors, subcontractors, or representatives. The City shall have no defense obligation in any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of Developer, its employees, contractors, subcontractors, agents, or representatives. The foregoing indemnity obligations of the City shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

9.3 Risk of Loss. Developer assumes the risk of any and all loss, damage or claims to any portion of the Public Improvements unless and until acceptance of the Public Improvements by the City. At the time title to the Public Improvements is transferred to the City by dedication deed, plat recordation, or otherwise, Developer will, to the extent allowed by law, assign to the City any unexpired warranties relating to the design, construction and/or composition of such Public Improvements. Acceptance of the Public Improvements shall be conditioned on the City's receipt of a one (1) year warranty of workmanship, materials and equipment, in form and content reasonably acceptable to the City, provided however that such warranty or warranties may be provided by Developer's contractor or contractors directly to the City and are not required from Developer, and that any such warranties shall extend from the date of completion of any Public Improvement, any component thereof, or the work of any specific trade or contractor, as applicable.

9.4 Insurance. During the period of any construction involving the Public Improvements, and with respect to any construction activities relating to Public Improvements, Developer will obtain and provide the City with proof of payment of premiums and certificates of insurance showing that Developer is carrying, or causing its contractor(s) to carry, builder's risk insurance, comprehensive general liability and worker's compensation insurance policies in amounts and coverage's set forth on Exhibit E. Such policies of insurance shall be placed with financially sound and reputable insurers, require the insurer to give at least thirty (30) days advance written notice of cancellation to the City, and will name the City as an additional insured on such policies.

10. CITY REPRESENTATIONS. The City represents and warrants to Developer that:

10.1 The City has the full right, power, and authorization to enter into and perform this Agreement and each of the City's obligations and undertakings under this Agreement, and the City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the City Code.

10.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.

10.3 The City has, prior to executing this Agreement, made each and every finding required under Arizona law, specifically A.R.S. § 9-500.11 (D), and that such findings have been verified by an independent third party.

10.4 The City will acknowledge and execute when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

10.5 The City knows of no litigation, proceeding, initiative, referendum, investigation, or threat of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed in writing to Developer.

10.6 This Agreement (and each undertaking of the City contained herein), constitutes a valid, binding and enforceable obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Subject to Developer's obligation to pay for such costs of defense set forth in Section 11.5 of this Agreement, the City will fully and in good faith cooperate with Developer to defend the validity and enforceability of this Agreement (and the City shall take no action or position in conflict with, or otherwise interfere with, such proceeding or litigation) in the event of any proceeding or litigation arising from its terms that names the City as a party or which challenges the authority of the City to enter into or perform any of its obligations hereunder, and will cooperate with Developer in connection with any other action by a Third Party in which Developer is a party and the benefits of this Agreement to Developer are challenged. The City may, in its sole discretion, select its own counsel to defend the City, at its own cost and expense, provided, however, that City shall take no action or position that is in conflict with or otherwise interferes with Developer's defense of such action. The severability and reformation provisions of Section 14.3 shall apply in the event of any successful challenge to this Agreement or to any provision hereof.

10.7 The execution, delivery and performance of this Agreement by the City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which the City is a party or is otherwise subject.

10.8 The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

11. DEVELOPER REPRESENTATIONS. Developer represents and warrants the City that:

11.1 Developer has the full right, power, and authorization to enter into and perform this Agreement and of the obligations and undertaking of Developer under this Agreement, and the execution, delivery and performance of this Agreement by Developer has been duly authorized and agreed to in compliance with the organizational documents of Developer.

11.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.

11.3 Developer will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

11.4 As of the date of this Agreement, Developer knows of no litigation, proceeding or investigation pending or threatened against or affecting Developer, which could have a material adverse effect on Developer's performance under this Agreement that has not been disclosed in writing to the City.

11.5 This Agreement (and each undertaking of Developer contained herein) constitutes a valid, binding and enforceable obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Developer, ***at its sole cost and expense***, will defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names Developer as a party or which challenges the authority of Developer to enter into or perform any of its obligations hereunder, and in connection with any other action by a Third Party in which the City is a party and the benefits to or obligations of this Agreement regarding the City are challenged or which challenges the authority of the City to enter into or perform any of its obligations hereunder. Developer's obligation to defend includes an express obligation to pay for reasonable legal fees and costs incurred by the City in defending an action or cooperating in the defense of an action. Notwithstanding the foregoing, Developer shall have the right, in its sole and absolute discretion, to control any litigation (including any appeals therefrom), including choice of counsel, provided that counsel must be reasonably acceptable to City, to the extent such legal fees and costs are to paid for by Developer, and the right to settle, at no cost to the City, or otherwise cause such litigation to be dismissed. Developer's total liability pursuant to the foregoing shall be limited to One Million Dollars ($1,000,000). The severability and reformation provisions of Section 14.3 shall apply in the event of any successful challenge to this Agreement or to any provision hereof.

11.6 The execution, delivery and performance of this Agreement by Developer is not prohibited by, and does not conflict with, any other agreements, instruments, judgments, or decrees to which Developer is a party or to which Developer is otherwise subject.

11.7 Developer has not paid or given, and will not pay or give, any Third Party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers, and attorneys.

11.8 Developer has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

12. EVENTS OF NON-PERFORMANCE; REMEDIES

12.1 Events of Non-Performance by Developer. "**Non-Performance**" or an "**Event of Non-Performance**" by Developer under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by Developer that was materially inaccurate when made or shall prove to be materially inaccurate during the Term;

(b) Developer fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement, including but not limited to failure to construct the Minimum Resort Improvements and the Mandatory Public Improvements.

12.2 Events of Non-Performance by the City. "**Non-Performance**" or an "**Event of Non-Performance**" by the City under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by the City that was materially inaccurate when made or shall prove to be materially inaccurate during the Term;

(b) Subject to the terms of Section 8 of this Agreement and Enforced Delay, the City fails to make Quarterly Reimbursement Payments to Developer as provided in this Agreement; or

(c) The City fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement.

12.3 Grace Periods: Notice and Cure. Upon the occurrence of an Event of Non-Performance by any Party, such Party shall, upon written notice from the other Party, proceed immediately to cure or remedy such Non-Performance and, in any event, such Non-Performance shall be cured within thirty (30) days (or ninety (90) days if the Non-Performance relates to the date for Completion of Construction) after receipt of such notice, or, if such Non-Performance is of a nature that is not capable of being cured within thirty (30) days (or ninety (90) days if the Non-Performance relates to the date for Completion of Construction) shall be commenced within such period and diligently pursued to completion. The foregoing cure periods are subject to the specific provisions of Section 12.4(a)(ii) which grant a cure period of one hundred eighty (180) days for the consequences specified in Section 12.4(a)(i).

12.4 Remedies for Non-Performance. Whenever any Event of Non-Performance occurs and is not cured (or cure undertaken) by the non-performing Party in accordance with Section 12.3 of this Agreement, the other Party may take any of one or more of the following actions:

(a) Remedies of the City. The City's exclusive remedies for an Event of Non-Performance by Developer shall consist of, and shall be limited to the following:

(i) If an Event of Non-Performance by Developer occurs the City may suspend any of its obligations under this Agreement, other than the deposit of the Sales Tax Rebates into the Special Fund pursuant to Section 8.2(a), during the period of the Non-Performance.

(ii) If the Event of Non-Performance under Section 12.4(a)(i) is not cured within one hundred eighty (180) days after written notice by the City to Developer of such Non-Performance, the City may terminate this Agreement by written notice thereof to Developer, in which event the Special Fund also shall terminate, except that if such Non-Performance is of a nature that is not capable of being cured within such one hundred eighty (180) day period, Developer shall be commence within such period and diligently pursued to completion.

(iii) At any time, the City may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring Developer to undertake and to fully and timely address a public safety concern or to enjoin any construction or activity undertaken by Developer which is not in accordance with the terms of this Agreement.

(iv) Notwithstanding any other provision of this Agreement, the City shall have the right to terminate this Agreement after the tenth (10^{th}) anniversary of the Effective Date if Developer has not (a) substantially completed construction and dedication of the Mandatory Public Improvements or (b) completed development of the Minimum Resort District Improvements prior to such tenth (10^{th}) anniversary.

(v) Nothing in this Paragraph or Agreement shall be interpreted to limit the City's remedies under the Applicable Laws for any failure by Developer to post surety bonds, breach of surety bonds, breach of warranties or maintenance obligations related to construction of any improvements dedicated to the City, stop work orders for failures relating to the City's adopted codes or Applicable Laws, or other remedies available to the City regarding its regular development processes.

(b) Remedies of Developer. Developer's exclusive remedies for an Event of Non-Performance by the City shall consist of and shall be limited to the following:

(i) Recovery of damages for unpaid amounts due in accordance with the reimbursement provisions of this Agreement contained in Sections 3.3 and 8. Such damages shall consist of Developer's actual damages as of the time of entry of judgment (meaning the

right to receive payments from the Special Fund to be applied to the Total Reimbursement Amount in accordance with and limited by this Agreement), plus interest thereon at the statutory rate until such amounts are paid to Developer by the City. Developer waives any right to seek consequential, punitive, multiple, exemplary or any other damages.

(ii) If an Event of Non-Performance by the City occurs at any time, whether prior to or after Completion of Construction of the Minimum Resort District Improvements Developer may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring the City to undertake and to fully and timely perform, its obligations under this Agreement, including, but not limited to, the collection, deposit, allocation, and disbursement of Sales Tax Rebates to Developer in accordance with the terms of this Agreement.

12.5 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such or limit such rights in any way; and any waiver in fact made by such Party with respect to any Non-Performance by the other Party shall not be considered as a waiver of rights, with respect to any other Non-Performance by the performing Party or with respect to the particular Non-Performance except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Non-Performance involved.

12.6 Enforced Delay in Performance for Causes Beyond Control of Party. Whether stated or not, all periods of time in this Agreement are subject to this Section 12.6. Neither the City nor Developer, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "**Enforced Delay**") due to: (i) causes beyond its control and without its fault, negligence or failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the federal, state or local government, acts of the other Party, acts of a Third Party, litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, pandemics, quarantine, restrictions, strikes, embargoes, labor disputes, loss of any key vendor, service or utility provider, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or ecoterrorism), nuclear radiation, declaration of national emergency or national alert, Office of Homeland Security (or equivalent) Advisory alert higher than grade "yellow," blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Property (whether permanent or temporary) by any public, quasi-public or private entity; (ii) the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body other than the City or the City Council or one of its departments, divisions, agencies, commissions or boards (collectively, an "**Order**") which delays

the completion of the work or other obligation of the Party claiming the delay, or the suspension, termination, interruption, denial, or failure of renewal (collectively, a "**Failure**") of issuance of any permit, license, consent, authorization or approval necessary to Developer's undertakings pursuant to this Agreements, unless it is shown that such Order or Failure is the result of the fault, negligence or failure to comply with Applicable Laws by the Party claiming the delay; provided, however, that the contesting in good faith of any such Order or Failure shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay; (iii) the denial of an application, failure to issue, or suspension, termination, delay or interruption other than by or from the City or the City Council or one of its departments or one of its agencies, commissions or boards (collectively, a "**Denial**") in the issuance or renewal of any permit, approval or consent in connection with Developer's undertakings pursuant to this Agreement, if such Denial is not also the result of fault, negligence or failure to comply with, Applicable Laws, by the Party claiming the delay; provided that the contesting in good faith or the failure in good faith to contest any such Denial shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay; and (iv) the failure of any contractor, subcontractor or supplier to furnish services, materials or equipment in connection with Developer's undertakings pursuant to this Agreement, if such failure is caused by Enforced Delay as defined herein, if and to the extent, and only so long as the Party claiming the delay is not reasonably able, after using its best efforts, to obtain substitute services, materials or equipment of comparable quality and cost. In no event will Enforced Delay include any delay resulting from general economic or market conditions, unavailability for any reason of particular tenants or purchasers' portions of the Project, nor from the unavailability for any reason of particular contractors, or subcontractors, vendors, investors, or lenders desired by Developer in connection with the Project, it being agreed that Developer will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided that the Party seeking the benefit of the provisions of this Section 12.6 shall, within thirty (30) days after such Party knows of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either Party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such Party.

12.7 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Non-Performance by the other Party.

13. COOPERATION AND ALTERNATIVE DISPUTE RESOLUTION.

13.1 Representatives. To further the cooperation of the Parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City shall be the City Manager (the "**City Representative**") and the initial representative for Developer shall be its Project Manager, as identified by Developer from time to time (the "**Developer Representative**"). The City's and Developer's Representatives shall be

available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property.

13.2 Impasse. The City acknowledges and agrees that it is desirable for Developer to proceed rapidly with the implementation of this Agreement and the development of the Property. Accordingly, the Parties agree that if at any time Developer believes an impasse has been reached with the City staff on any issue affecting the Property, which is not an Event of Non-Performance, Developer shall have the right to immediately appeal to the City Representative for an expedited decision pursuant to this Section 13.2. If the issue on which an impasse is reached is an issue where a final decision can be reached by the City staff, the City Representative shall give Developer a final decision within seven (7) days after Developer's request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires action by the City Council, the City Representative shall request a City Council hearing on the issue to take place within thirty (30) days after Developer's request for an expedited decision; provided, however, that if the issue is appropriate for review by the City's Planning and Zoning Commission, the matter shall be submitted to the Planning and Zoning Commission within thirty (30) days, and then to the City Council at its first meeting following the Planning and Zoning Commission hearing meeting all applicable public notices periods. Both the City and Developer agree to continue to use reasonable good faith efforts to resolve any impasse pending such expedited decision.

13.3 Mediation. If there is a dispute hereunder which is not an Event of Non-Performance and which the Parties cannot resolve between themselves in the time frame set forth in Section 12.3, the Parties agree that there shall be a ninety (90) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association ("**AAA**") but shall not be under the administration of the AAA unless agreed to by the Parties in writing, in which case all administrative fees shall be divided evenly between the City and Developer. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. If the Parties cannot agree to the selection of a mediator within ten (10) days, then within five (5) days thereafter, the City and Developer shall request that the Presiding Judge of the Superior Court in and for the County of Pinal, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years' experience in mediating or arbitrating disputes relating to commercial property. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding with any Party free to initiate litigation upon the conclusion of the latter of the mediation or of the ninety (90) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238.

14. MISCELLANEOUS PROVISIONS.

14.1 Governing Law Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce, or construe any provision of this Agreement shall be

commenced and maintained in the Superior Court of the State of Arizona and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 14.1.

14.2 Assignments and Transfer. This Agreement may be assigned by Developer to any successor in interest to the Property (or any portion thereof) without the consent of City, provided that any accrued financial obligation of Developer pertaining to that transferred portion of the Property has been satisfied, and that Developer, within thirty (30) days after such assignment, provides the City with written notice of such assignment, and the identity of the transferee. Except as expressly provided for in a written assignment, upon Developer's transfer of the Property, or any portion thereof, the transferee(s) shall automatically become the Developer hereunder as to that transferred portion of the Property, and, as long as any accrued financial obligation pertaining to that transferred portion of the Property has been satisfied, the City shall automatically release all prior Developer(s) from the obligations of this Agreement that are to be performed for that portion of the Property that has been transferred. Concurrent with the aforementioned transfer of the Agreement, Developer, in its sole and absolute discretion, may elect to assign and transfer the rights to receive payment of all or any portion of the Total Reimbursement Amount, including Development Fee Credits and Quarterly Reimbursement Payments, provided that upon such assignment Developer provides the City with written notice of such assignment, which notice shall indicate, at a minimum: (i) the identity of the transferee; (ii) a description of the portion of the Property transferred, (iii) whether any Development Fee Credits have been assigned to transferee and the amount of such transferred Development Fee Credits; and (iv) whether any rights to receive Quarterly Reimbursement Payments of any allocation of the unreimbursed portion of the Total Reimbursement Amount; and the amount of such right to receive Quarterly Reimbursement Payments.

(a) Transfers by City. The City's rights and obligations under this Agreement shall be non-assignable and non-transferable, without prior express written consent of Developer, which consent may be given or withheld in Developer's sole and unfettered discretion.

(b) No Implied Transfer of Rebate Payment or Rights. No Transfer of the Property, or any portion thereof, shall result in any transfer or assignment of any rights of Developer to receive the Sales Tax Rebates or Sales Tax Reimbursements described in Section 8 above unless there is an express assignment of such rights in a writing executed by Developer or a collateral assignment of rights to a Lender or Lenders, in which case Developer shall provide written notice to City consistent with Paragraph 14.2 above.

(c) Estoppel Certificates. The City shall, at any time upon twenty (20) days' notice by Developer, provide a prospective purchaser of any portion of the Property an estoppel certificate or other document evidencing that (i) this Agreement is in full force and effect, (ii) that no Event of Non-Performance by Developer exists hereunder (or if appropriate, specifying the nature and duration of any existing Event of Non-Performance), and (iii) such other matters as such Purchaser or Developer may reasonably request.

14.3 Limited Severability. The City and Developer each believe that the execution, delivery, and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the City to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, City Code or City charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed

14.4 Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

14.5 Notices.

(a) Addresses. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by personal delivery, or by deposit in the United State mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designated in writing pursuant to the terms of this Section 14.5, or by telecopy, telefacsimile machine or email, or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), delivery charges prepaid:

If to the City: City of Casa Grande
510 E. Florence Boulevard
Casa Grande, AZ 85122
Attention: City Manager
Email: larryr@casagrandeaz.gov

With a required copy to: City of Casa Grande
510 E. Florence Boulevard
Casa Grande, AZ 85122
Attention: City Attorney
Email: bwallace@casagrandeaz.gov

If to Developer: The Block Sports
Attention: Rudy Camp
7075 Kingspointe Pkwy, Suite 6
Orlando, Florida, 32819
Email: rcamp@theblocksports.com

With a required copy to: Rose Law Group, pc
7144 E. Stetson Road, Suite 300
Scottsdale, Arizona 85250
Attention: Cameron Carter
Email: ccarter@roselawgroup.com

(b) Effective Date of Notices. Any notice sent by United States Postal Service certified or registered mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective upon the delivery or refusal by recipient of such notice. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt (or refusal to accept receipt) by the addressee. Any notice sent by telecopy or telefacsimile machine or electronic mail shall be deemed effective only upon confirmation of the successful transmission by the sender's telecopy or telefacsimile machine or electronic mail, followed by deposit of a "hard copy" for next business day delivery by a recognized national overnight delivery service. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee. Any Party may designate a different person or entity or change the place to which any notice shall be given as herein provided.

(c) Payments. Payments shall be made and delivered in the same manner as notices; provided, however, that (a) payments shall be deemed made when postmarked if sent by U.S mail; and (b) payments shall only be credited against any obligation only upon actual receipt, in good and available funds, by the intended recipient.

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

14.7 Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

14.8 Attorney's Fees and Costs. In the event of a breach by any Party and commencement of a subsequent legal action in an appropriate forum, the prevailing Party in any such dispute shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, costs of and other reasonable and necessary direct and incidental costs of such dispute.

14.9 Waiver. Without limiting the provisions of Section 12.5 of this Agreement, the Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

14.10 Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement, except for permitted transferees, assignees, or for Lenders under Section 14.2 or Section 14.21 to the extent that they assume or succeed to the rights and/or obligations of Developer under this Agreement, and except that the indemnified Parties referred to in the indemnification provisions of Sections 9.1 and 9.2 (or elsewhere in this Agreement) shall be third party beneficiaries of such indemnification provisions. Notwithstanding the foregoing, no Event of Non-Performance by Developer shall preclude, delay, impair or restrict the right of Developer or any Third Party (by way of illustration, and not of limitation, a tenant of premises within the Project or a purchaser of a Pad Site) to obtain approvals, consents, reviews, permits, certificates of occupancy and the like from the City with respect to construction on or related to the Property or the property or property rights of such third party.

14.11 Exhibits. Without limiting the provisions of Section 1 of this Agreement, the Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

14.12 Integration. Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

14.13 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, certifications, acknowledgments, and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated in this Agreement or confirm the status of (a) this Agreement as in full force and effect and (b) the performance of the obligations hereunder at any time during its Term.

14.14 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

14.15 Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise

14.16 Covenants Running with Land; Inurement. The covenants, conditions, terms, and provisions of this Agreement relating to use of the Property shall run with the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to such Property; provided, however, that no construction or similar performance obligation shall be imposed upon a purchaser of a "**pad**" or other parcel within the Project. Wherever the term "**Party**" or the name of any particular Party is used in this Agreement such term shall include any such Party's permitted successors and assigns.

14.17 Recordation. Within ten (10) days after this Agreement has been approved by the City and executed by the Parties, the City shall cause this Agreement to be recorded in the Official Records of Pinal County, Arizona.

14.18 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by the City and Developer. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Pinal County, Arizona. Upon amendment of this Agreement as established herein, references to "**Agreement**" or "**Development Agreement**" shall mean the Agreement as If, after the effective date of any amendment(s), the Parties find it necessary to refer to this Agreement in its original, unamended form, they shall refer to it as the "**Original Development Agreement**." When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

14.19 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment, or consent.

14.20 Survival. All indemnifications contained in Sections 9.1 and 9.2 of this Agreement shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Section.

14.21 Rights of Lenders. The City is aware that Developer may obtain financing or refinancing for acquisition, development and/or construction of the real property and/or improvements to be constructed of the real property and/or in part, from time to time, by one or more Third Parties (individually, a "**Lender**" and collectively, the "**Lenders**"). Accordingly, the City acknowledges that Developer may collaterally assign this Agreement to a Lender as security for such loan without further consent on the part of the City. In the event of an Event of Non-Performance by Developer, the City shall provide notice of such Event of Non-Performance, at the same time notice is provided to Developer, to not more than two (2) of such Lenders as previously designated by Developer to receive such notice (the "**Designated Lenders**") whose names and addresses were provided by written notice to the City in accordance with Section 14.5. City shall-give Developer copies of any such notice provided to such Designated Lenders and unless Developer notifies the City that the Designated Lenders names or addresses are incorrect (and provides the City with the correct information) within three (3) business days after Developer receives its copies of such notice from the City, the City will be deemed to have given such notice to the Designated Lenders even if their names or addresses are incorrect. Developer may provide notices to other Lenders. If a Lender is permitted, under the terms of its agreement with Developer to cure the Event of Non-Performance and/or to assume Developer's position with respect to this Agreement, the City agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of Developer under this Agreement. The City shall, at any time upon reasonable request by Developer, provide to any Lender an estoppel certificate or other document evidencing that this Agreement is in full force and effect and that no Event of Non-Performance by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing Event of Non-Performance) and such other matters as may be reasonably required by such Lender. Upon request by a Lender, the City will enter into a separate nondisturbance agreement with such Lender, consistent with the provisions of this Section 14.21.

14.22 Pad Sites and Adjacent Properties. If at any time during the Term of this Agreement, any pads, lots, or other portions of the Property are transferred or conveyed by Developer (the "**Pad Sites**"), the Sales Taxes from taxable activities on those Pad Sites shall be included in the computation of Sales Taxes for purposes of this Agreement, and the development of such Pad Sites shall be subject to the same Applicable Laws which apply to the remainder of the Project owned by Developer. The foregoing provisions of this Section 14.22 are not intended to impose the Applicable Laws upon any properties other than the Property and Pad Sites.

14.23 Partial Termination. City and Developer agree that if the Property or any portion thereof is transferred or conveyed to a political subdivision of the State of Arizona, other than the City, such political subdivision shall have the right to elect to terminate this Agreement as to that portion of the Property owned by such political subdivision by delivering written notice to City. City agrees to cooperate and execute and record such documents as may be necessary for such termination.

14.24 Nonliability of City Officials, Etc., and of Employees, Members and Partners, Etc. of Developer. No City Council member, official, representatives, agent, attorney, or employee of the City shall be personally liable to any of the Parties hereto, or to any successor in interest to any of the Parties, in the event of any Non-Performance or breach by the City or for

any amount which may become due, to any of the Parties or their successors, or with respect to any obligation of the City under terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers, constituent partners, officers or directors of the general partners or members of Developer; (ii) the shareholders, members or managers or managers or constituent partners of Developer; or (iii) officers of Developer.

14.25 Conflict of Interest Statute. This Agreement is subject to, and may be terminated by the City in accordance with; the provisions of A.R.S. §38-511.

14.26 Compliance with A.R.S. §35-393 and 35-393.01. Developer acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Developer acknowledges that is has signed a written certification, which is attached hereto as Exhibit G and incorporated herein, to that effect. Developer shall require its contractors and subcontractors to comply with the provisions of A.R.S. §35-393 and 35-393.01 in the construction of all Public Improvements.

14.27 City Cooperation. Wherever this Agreement requires the City's cooperation with Developer's efforts and undertakings at "no out of pocket cost" to the City, the parties understand and agree that such cooperation may require the City to allocate and expend reasonable staff time, resources, and other general overhead costs typical for governmental administration, so long as such efforts do not impose an unreasonable burden on the City.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

CITY OF CASA GRANDE, ARIZONA, an Arizona municipal corporation

By: _____
Name:
Its:

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, and _____, Mayor and City Clerk, respectively, of the City of Casa Grande, Arizona, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of the City.

_____
Notary Public

My Commission Expires:

_____

DEVELOPER

The Block Sports Company,
a Nevada corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____ and being authorized to do so, executed the foregoing instrument on behalf of the entity for the purposes stated therein.

_____
Notary Public

My Commission Expires:

_____

Exhibit A

Legal Description of the Dreamport Villages Property

THE FOLLOWING DESCRIBED PROPERTY, PORTIONS OF SECTIONS 2, 10, 11, 12, 13 AND 14, ALL BEING A PART OF TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN AS NOTED HEREIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 2 BEARS NORTH 89 DEGREES 54 MINUTES 56 SECONDS EAST, A DISTANCE OF 2647.85 FEET, AND IS THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION;

THENCE S89° 41' 52"W A DISTANCE OF 1325.18';
THENCE S0° 10' 13"E A DISTANCE OF 41.56';
THENCE S71° 16' 38"W A DISTANCE OF 155.01' TO A NON-TANGENT CURVE;
THENCE ALONG SAID CURVE AN ARC LENGTH OF 216.04', WITH A RADIUS OF 591.35' WITH AN INTERIOR ANGLE OF: 20° 55' 56" WITH A TANGENT LENGTH OF 109.24' WITH A CHORD LENGTH OF 214.84' AND A BEARING S60° 48' 40"W;
THENCE S50° 20' 42"W A DISTANCE OF 88.58';
THENCE S66° 23' 50"E A DISTANCE OF 88.19';
THENCE S24° 06' 10"W A DISTANCE OF 300.00' TO A TANGENT CURVE;
THENCE ALONG SAID CURVE AN ARC LENGTH OF 1236.23' WITH A RADIUS OF 5879.58' WITH AN INTERIOR ANGLE OF: 12° 2' 49" WITH A TANGENT LENGTH OF 620.40' WITH A CHORD LENGTH OF 1233.95' AND A BEARING S59° 52' 26"E;
THENCE S53° 51' 01"E A DISTANCE OF 6970.22';
THENCE S61° 39' 07"E A DISTANCE OF 760.11' TO A NON-TANGENT CURVE;
THENCE ALONG SAID CURVE AN ARC LENGTH OF 1114.37' WITH A RADIUS OF 553.11' WITH AN INTERIOR ANGLE OF: 115° 26' 8" WITH A TANGENT LENGTH OF 875.53' WITH A CHORD LENGTH OF 935.23' BEARING N52° 25' 01"E;
THENCE N5° 25' 53"W A DISTANCE OF 164.66' TO A NON-TANGENT CURVE;
THENCE ALONG SAID CURVE AN ARC LENGTH OF 906.24' WITH A RADIUS OF 5879.58' WITH AN INTERIOR ANGLE OF: 8° 49' 52" WITH A TANGENT LENGTH OF 454.02' WITH A CHORD LENGTH OF 905.34' BEARING N8° 42' 09"W;
THENCE N4° 17' 13"W A DISTANCE OF 1396.38';
THENCE N4° 17' 13"W A DISTANCE OF 1329.83';
THENCE S89° 32' 17"W A DISTANCE OF 691.08';
THENCE N0° 21' 54"E A DISTANCE OF 644.02';
THENCE N53° 51' 24"W A DISTANCE OF 1153.97';
THENCE S89° 54' 21"W A DISTANCE OF 1713.31';
THENCE N0° 20' 52"W A DISTANCE OF 1126.62' TO THE CENTERLINE OF THE FLORENCE CANAL;
THENCE N54° 03' 05"W A DISTANCE OF 417.59' TO A NON-TANGENT CURVE;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 715.07' WITH A RADIUS OF 550.00' WITH AN INTERIOR ANGLE OF: 74° 29' 32" WITH A TANGENT LENGTH OF 418.17' WITH A CHORD LENGTH OF 665.76' BEARING S88° 42' 09"W;
THENCE S51° 27' 23"W A DISTANCE OF 480.02' TO A NON-TANGENT CURVE;
THENCE ALONG SAID CURVE AN ARC LENGTH OF 172.94' WITH A RADIUS OF 500.00' WITH AN INTERIOR ANGLE OF: 19° 49' 2" WITH A TANGENT LENGTH OF 87.34' WITH A CHORD LENGTH OF 172.08' BEARING S41° 32' 52"W;
THENCE S31° 38' 21"W A DISTANCE OF 337.19' TO A NON-TANGENT CURVE;
THENCE ALONG SAID CURVE AN ARC LENGTH OF 619.67' WITH A RADIUS OF 650.00' WITH AN INTERIOR ANGLE OF: 54° 37' 20" WITH A TANGENT LENGTH OF 335.65' WITH A CHORD LENGTH OF 596.47' BEARING S58° 57' 01"W;
THENCE S86° 15' 41"W A DISTANCE OF 169.86' TO A NON-TANGENT CURVE;
THENCE ALONG SAID CURVE AN ARC LENGTH OF 291.96' WITH A RADIUS OF 4768.88'
WITH AN INTERIOR ANGLE OF: 3° 30' 28" WITH A TANGENT LENGTH OF 146.02' WITH A CHORD LENGTH OF 291.91' BEARING S84° 13' 44"W;
THENCE S0° 00' 03"W A DISTANCE OF 296.97' TO THE POINT OF BEGINNING.

AND

THE FOLLOWING DESCRIBED PROPERTY, PORTIONS OF SECTIONS 10, 11, 14 AND 23, ALL BEING A PART OF TOWNSHIP 7 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN AS NOTED HEREIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF THE SAID SECTION 14, FROM WHICH THE SOUTHEAST CORNER OF SECTION 14 BEARS SOUTH 89 DEGREES 51 MINUTES 58 SECONDS EAST, A DISTANCE OF 2645.38 FEET, AND IS THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 14, S89° 51' 58"E A DISTANCE OF 1322.689';
THENCE N0° 27' 56"W A DISTANCE OF 1324.349';
THENCE S89° 47' 28"E A DISTANCE OF 1315.074';
THENCE N0° 11' 22"W A DISTANCE OF 3359.933';
THENCE N53° 51' 02"W A DISTANCE OF 3260.636';
THENCE N53° 51' 02"W A DISTANCE OF 1958.459';
THENCE N53° 51' 16"W A DISTANCE OF 2386.523' TO A NON-TANGENT CURVE;
THENCE ALONG THE ARC, A DISTANCE OF 2135.848', SAID ARC HAVING A RADIUS OF 5580.122' AN INTERIOR ANGLE OF 21° 55' 50" AND A TANGENT LENGTH OF 1081.156' A CHORD LENGTH OF 2122.834' WITH A BEARING OF N64° 49' 21"W TO A NON-TANGENT CURVE;
THENCE ALONG THE ARC, A DISTANCE OF 1152.155' SAID ARC HAVING A RADIUS OF 5590.712' AN INTERIOR ANGLE OF 11° 48' 28" AND A TANGENT LENGTH OF 578.125' A CHORD LENGTH OF 1150.117' WITH A BEARING OF N81° 42' 15"W;

THENCE S2° 42' 08"E A DISTANCE OF 150.267';
THENCE S1° 15' 21"E A DISTANCE OF 227.836';
THENCE S88° 03' 59"W A DISTANCE OF 47.909';
THENCE S0° 04' 45"E A DISTANCE OF 593.000';
THENCE N89° 47' 56"E A DISTANCE OF 1325.896';
THENCE S0° 06' 46"E A DISTANCE OF 126.435';
THENCE S0° 06' 46"E A DISTANCE OF 75.446';
THENCE S78° 07' 47"E A DISTANCE OF 677.151';
THENCE S0° 12' 19"E A DISTANCE OF 973.000';
THENCE S26° 29' 26"E A DISTANCE OF 1121.240';
THENCE S65° 35' 09"E A DISTANCE OF 172.001';
THENCE S65° 34' 58"E A DISTANCE OF 1448.952';
THENCE S16° 41' 01"E A DISTANCE OF 1005.630';
THENCE S0° 20' 06"E A DISTANCE OF 242.381';
THENCE S0° 20' 06"E A DISTANCE OF 722.202';
THENCE S0° 20' 06"E A DISTANCE OF 2339.565';
THENCE N89° 51' 19"E A DISTANCE OF 510.994';
THENCE S0° 08' 41"E A DISTANCE OF 1349.992';
THENCE S14° 28' 05"E A DISTANCE OF 2060.446';
THENCE N89° 57' 46"E A DISTANCE OF 1315.792';
THENCE N0° 02' 39"W A DISTANCE OF 1072.260';
THENCE N0° 11' 44"W A DISTANCE OF 261.908' TO THE POINT OF BEGINNING.

Exhibit B

Zoning Map and PAD Narrative

Exhibit C

Public Improvements

Henness / I-8 TI	$30
Resort Pkwy. N. to Selma Highway.	$20
UPRR Overpass	$15
Traffic Signals & Turn Lanes at Village Springs Rd.	$ 6
Right-of-Way	$10
Landscaping	$10
General Costs, lighting, walks, & landscaping	$25
	$116 (In Millions)

Resort Pkwy South (to Tate/Peart)	
I-8 to Tate Rd	$4
Right-of-Way	$2
Landscaping	$2
	$8 (In Millions)

Total: $124 Million

(1) In order to qualify as Public Improvements, the infrastructure must be, upon completion, dedicated to the City of Casa Grande, Pinal County, or the State of Arizona.

(2) Costs listed for each line item are the maximum allowable reimbursable amount for that line item. All reimbursement amounts are limited to Public Improvement Costs actually expended, with appropriate documentation concerning the same.

Exhibit D

Offsite Advertising Criteria

Subject to a revision of the Sign Code to remove the prohibition on off-premise signs, Dreamport off-premise signs may be erected subject to the following standards;

1) Shall only be located upon properties that are located adjacent to interstate I-10/I-8 or the proposed Dreamport Resort Parkway (or as otherwise named) and zoned for commercial, office or industrial uses.

2) Limited to the following size and height:
    a. 672 sq. ft. when adjacent to interstate highways
    b. 300 sq. ft. on sites when adjacent to Dreamport Resort Parkway
    c. Maximum height is 40 feet above the grade of the highway/street to which they are oriented.

3) Shall be located no closer than 1000 feet from the following:
    a. Another off-premise sign
    b. Residentially zoned property
    c. Public park/open space

4) Electronic Message Boards are prohibited

5) Shall comply with any applicable ADOT regulations when located within 660 feet of any interstate or primary/secondary state highway right of way

6) Comply with State statutes and regulations (other than such regulations later imposed by the City) regarding Offsite Advertising Signs where applicable and more restrictive than those herein.

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Exhibit E

City of Casa Grande Insurance Requirements

Exhibit F

Public Improvements

The improvements to publicly-owned facilities and Ancillary Activities (as defined below) are examples of what the parties to this Agreement intend to constitute other public infrastructure. This list is intended by the parties to be illustrative, but not exhaustive. By its execution of this Agreement, the Developer does not undertake to provide all of the following improvements.

1. Off-Property Infrastructure.

   a. Off-Property rough grading

   b. Off-Property right-of-way acquisition

   c. Off-Property roadway improvements such as highways and traffic interchanges, streets, roadways, and parking facilities (including all areas for vehicular use for travel, ingress, egress, and parking)

   d. Traffic control systems and devices (including signals, controls, markings, and signage)

   e. Off-Property storm drainage and flood control systems (including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge) adjacent to roadway infrastructure

   f. Off-Property utility relocation

   g. Pedestrian malls, parks, recreational facilities other than stadiums, and open space areas for the use of members of the public for entertainment, assembly, and recreation

   h. Off-Property landscaping (including earthworks, structures, plants and trees).

   i. All architectural, design, planning, planning, and engineering activities (including environmental assessments and remediation), in connection with the foregoing (collectively the "Ancillary Activities").

2. On-Property Infrastructure.

   a. On-Property rough grading

   b. On-Property storm drainage and flood control systems (including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge) adjacent to roadway infrastructure

   c. On-Property roadway improvements (including all areas for vehicular use for travel, ingress, egress, and parking)

   d. Traffic control systems and devices (including signals, controls, markings, and signage)

   e. On-Property landscaping (including earthworks, structures, plants and trees

f. On-Property utility relocation