

When Recorded, Return To:

City of Maricopa
Attn: City Clerk
39700 West Civic Center Plaza
Maricopa, AZ 85138

With a copy to:

Kirton McConkie
Attn: Kirk Grimshaw
50 East South Temple
Salt Lake City, Utah 84111

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR THE AVALEA MASTER PLAN DEVELOPMENT**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “*Amendment*”) is made this 16th day of September, 2014, by and between the CITY OF MARICOPA, an Arizona municipal corporation (the “*City*”), and PROPERTY RESERVE ARIZONA, LLC., an Arizona limited liability company (the “*Owner of the Property*” or “*Owner*”), as successor-in-interest to TRILOGY MARICOPA CONSTRUCTION, LLC, a Delaware limited liability company, FULTON HOMES CORPORATION, an Arizona corporation, and SECURITY TITLE AGENCY, INC., an Arizona corporation, AS TRUSTEE UNDER ITS TRUST NO. TR006-54236. The City and the Owner shall be referred to herein collectively as the “*Parties*” and individually as a “*Party*”.

RECITALS

A. The Parties entered into that certain Development Agreement dated September 25, 2008, and recorded September 26, 2008, as Fee No. 2008-092239 in the official records of the Pinal County recorder’s office (the “*Development Agreement*”), in connection with the development of certain real property consisting of approximately 1,996 acres located in the City of Maricopa, County of Pinal, State of Arizona, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “*Avalea Property*”).

B. The Owner desires to extend the preliminary plats which, pursuant to Section 4.3 of the Development Agreement, were valid and effective for six (6) years from the Effective Date of the Development Agreement.

C. The City is willing to extend the preliminary plats in exchange for the land for a fire station under Section XV of the Development Agreement.

D. The Parties agree that, pursuant to ARS § 9-463.01(D), (E) and (F), the City’s agreement to extend preliminary plats is equivalent to the fair market value of the land for a fire station.

E. The Parties now desire to amend the Development Agreement according to the terms and conditions set forth herein.

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Amendment and made a part hereof.

2. Ratification of Development Agreement. Except as expressly modified by this Amendment, the Parties hereby ratify the Development Agreement and agree that the Development Agreement shall remain in full force and effect.

3. Definition of “Owners”. Section 3.7(b) of the Development Agreement is hereby deleted in its entirety and replaced with the following:

(b) **“Owner”** or **“Owners”** shall mean Property Reserve Arizona, LLC, an Arizona limited liability company, as well as its successors and assignees as set forth in Section X.

4. Preliminary and Final Plats. Section 4.3 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

4.3 Preliminary and Final Plats. Any and all preliminary plats for portions of the Avalea Property that are approved by City shall be valid and effective for twelve (12) years from the Effective Date of this Agreement. Final plats for portions of the Avalea Property that are approved by the City shall remain valid and effective for a period of twelve (12) months from the date the City Council approves the final plat. Owners shall have the right, subject to approval of the City Council of any extension and compliance with Section 6.6 herein, to have the final plat recorded in the office of the Pinal County Recorder at any time during the twelve (12) month period, but Owners must post the requisite financial assurances as required by the City within ninety (90) days of the City Council’s approval of the final plat.

5. Reservation for Fire Station. Section XV of the Development Agreement is hereby deleted in its entirety and replaced with the following:

XV. RESERVATION FOR FIRE STATION. Owner and City agree that the City shall have the right to require the Owner to reserve land within the Avalea Property for a fire station to be donated by Owner to the City pursuant to ARS § 9-463.01(D), (E) and (F). Notwithstanding the foregoing, no further consideration shall be required from the City under ARS § 9-463.01(E) for the purchase of the land pursuant to this Section XV. The acreage of the reservation shall not be more than 2.5 acres and

shall be located on the eastern portion of the Avalea Property along Steen Road (the “Reserved Fire Station Property”).

6. East-West Corridor Study. The following Section 6.8 is hereby added to the Development Agreement:

6.8 East-West Corridor Study. The Parties acknowledge that studies are currently underway to evaluate the location and installation of certain road improvements for an “East-West Corridor” alignment that could potentially impact the Avalea Property. In connection with such proposed “East-West Corridor” road improvements, the Parties agree to work together in good faith to: (i) evaluate any such “East-West Corridor” proposals, and (ii) amend the Development Agreement as necessary.

7. Notices. Section 18.3 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

18.3 Notices. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, sent by facsimile (with copy by mail), by private overnight mail or sent by United States Mail, postage prepaid, if to:

City: City of Maricopa
39700 West Civic Center Plaza
Maricopa, AZ 85138
Facsimile: (520) 568-9210

With a copy to: Denis Fitzgibbons
Fitzgibbons Law Offices, PLC
P.O. Box 11208
Casa Grande, AZ 85130

Owner: Property Reserve Arizona, LLC
Attn: Danny Owen
51 S. Main, Suite 301
Salt Lake City, UT 84111

With a copy to: Kirton McConkie
Attn: Kirk Grimshaw and Tyler Buswell
50 East South Temple
Salt Lake City, UT 84111

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals, and communication given by mail shall be deemed

delivered three (3) days following deposit in the U.S. mail, postage prepaid and addressed as set forth above. Notice sent by personal delivery or overnight delivery service shall be effective upon delivery, notice by facsimile shall be effective upon confirmed transmission.

8. Amendment to Development Agreement. To the extent that the terms and conditions of this Amendment modify or conflict with any provisions of the Development Agreement, including prior addenda, schedules and exhibits, the terms of this Amendment shall control. All other terms of the Development Agreement, including all prior addenda, schedules and exhibits, not modified by this Amendment shall remain the same.

9. Defined Terms. Capitalized terms used in this Amendment which are not otherwise defined herein shall have the same meanings given to such terms in the Development Agreement.

10. Counterparts; Signatures. This Amendment may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Amendment, a copy of the signed Amendment shall be considered for all purposes as an original of the Amendment to the maximum extent permitted by law, and no party to this Amendment shall have any obligation to retain a version of the Amendment that contains original signatures in order to enforce the Amendment, or for any other purpose, except as otherwise required by law.

[Signatures and Acknowledgements to Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date and year this Amendment is recorded.

The City: CITY OF MARICOPA,
an Arizona municipal corporation

By: _____
Name (Print): _____
Its: _____

Owner: PROPERTY RESERVE ARIZONA, LLC,
an Arizona limited liability company

By: _____
Name (Print): _____
Its: _____

STATE OF ARIZONA)
 :ss.
COUNTY OF PINAL)

On this _____ day of _____, 2014, personally appeared before me _____, as _____ of the CITY OF MARICOPA, an Arizona municipal corporation, and acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2014, personally appeared before me _____, as _____ of PROPERTY RESERVE ARIZONA, LLC, an Arizona limited liability company, and acknowledged to me that said corporation executed the same

NOTARY PUBLIC

EXHIBIT A

(Legal Description of the Avalea Property)

[See following pages]