Recording Requested By and When Recorded, Return To: Lowe's Home Centers, LLC 1000 Lowe's Blvd. Mooresville, NC 28117 Attention: Legal Dept. (LGL)

# FIRST AMENDMENT TO EASEMENTS

COVENANTS, CONDITIONS AND RESTRICTIONS

By AND AMONG

LOWE'S HOME CENTERS, LLC,

TTRG AZ MARICOPA HONEYCUTT DEVELOPMENT, LLC,

TTRG AZ MARICOPA HONEYCUTT 5, LLC,

TTRG AZ MARICOPA HONEYCUTT 6, LLC,

AND

TTRG AZ MARICOPA HONEYCUTT 7, LLC

#### FIRST AMENDMENT TO

#### EASEMENTS,

### COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "First Amendment"), is made and entered into as of the date of the 3 day of 3.2025, by and among TTRG AZ MARICOPA HONEYCUTT 5, LLC, a Delaware limited liability company, TTRG AZ MARICOPA HONEYCUTT 6, LLC, a Delaware limited liability company (TTRG AZ MARICOPA HONEYCUTT 7, LLC, a Delaware limited liability company (TTRG AZ MARICOPA HONEYCUTT 5, LLC, TTRG AZ MARICOPA HONEYCUTT 6, LLC, and TTRG AZ MARICOPA HONEYCUTT 7, LLC, collectively, "Developer"), TTRG AZ MARICOPA HONEYCUTT DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord"), and LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company ("Lowe's") (the foregoing, individually each as a "Party", and collectively referred to as the "Parties");

#### WITNESSETH:

WHEREAS, the Parties are parties to that certain Easements, Covenants, Conditions and Restrictions agreement dated May 23, 2024 and recorded in the Official Records for Pinal County, Arizona as Instrument Number 2024-038904 (the "Original ECCR"), which Original ECCR encumbers the Lowe's Parcel owned by Landlord and leased by Lowe's more particularly described on Schedule I attached hereto and made a part hereof for all purposes and the Developer Parcel owned by Developer more particularly described in Schedule II attached hereto and made a part hereof for all purposes; and

WHEREAS, the Parties desire to amend the Original ECCR as set forth herein.

NOW, THEREFORE, in consideration of the premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Capitalized Terms</u>. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Original ECCR.
- 2. <u>Effect</u>. The Original ECCR is hereby amended to the extent necessary to give effect to this First Amendment, and the terms of this First Amendment shall supersede any contrary terms in the Original ECCR. All references in the Original ECCR to "this ECCR" shall be deemed to mean and refer to the Original ECCR as amended. In all other respects, the terms and conditions of the Original ECCR shall remain unmodified, and are hereby ratified by the Parties.

#### 3. Amendments.

(a) <u>Definitions</u>. The following terms are added to Article I of the Original ECCR: (i) "Aldi" shall mean Aldi (Arizona) LLC, a Delaware limited liability company and any

business, entity or person which directly or indirectly controls, is under common control with, or is controlled by Aldi (Arizona) LLC, a Delaware limited liability company; and (ii) the "Aldi Parcel" shall mean any portion of the Developer Parcel that is owned or leased by Aldi.

- (b) <u>Section 4.2(A)</u>. Section 4.2(A) of the Original ECCR is hereby deleted in its entirety and replaced with the following:
  - "(A) Harmony. All structures (including Common Area Improvements such as lighting) erected within the Shopping Center shall be architecturally harmonious (including, without limitation, harmonious colors, materials and designs). The Consenting Owners shall cooperate in creating a reasonably harmonious exterior appearance for the Buildings and Improvements to be constructed by them within the Shopping Center, acknowledging however that the Owner of the Lowe's Parcel and Aldi on the Aldi Parcel may construct improvements similar to its current prototypical store building and improvements as modified to meet Governmental Requirements. Specifically, the initial design and appearance of the Buildings and Improvements on the Lowe's Parcel and the Aldi Parcel and any changes to or replacements of the Buildings and Improvements on the Lowe's Parcel and Aldi Parcel that the Owner of the Lowe's Parcel or Owner of the Aldi Parcel, as applicable, may deem appropriate for consistency with changes in the design and appearance of its then current prototypical stores as modified to meet Governmental Requirements do not require the consent of any other Owner or Lowe's. All Buildings within the Shopping Center shall be single story except for any Building located on Major C may include more than one story."
- (c) <u>Aldi Self-Insurance</u>. Notwithstanding anything in the Original ECCR to the contrary, so long as Aldi is the Owner or tenant of the Aldi Parcel, it shall be permitted to self-insure for any insurance required under the ECCR notwithstanding any net worth requirement.
- 4. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the state of Arizona.
- 5. <u>Entire Agreement</u>. The ECCR, including this First Amendment, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This First Amendment shall not be effective until execution by all Parties.
- 6. <u>Successors and Assigns</u>. This First Amendment shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties, and shall run with the land.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives, to be effective as of the date first above written.

#### LOWE'S:

Lowe's Home Centers, LLC, a North Carolina limited liability company

Name: Richard J. Goodman Title: Vice President, Real Estate, Construction & Retail Facilities SLED RSC MO JI COUNTY OF Irodell ON THIS 21 day of 504, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard J. Goodman, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the Vice President

to me that he/she executed such instrument as the act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the

HOME CENTERS, LLC, a North Carolina corporation, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged

of LOWE'S

Notary Public Charles Crab Printed Name: Cyalal 5 Crape

My Commission Expires:

2-9.2028

day and year last above written.

[signatures continue on the following page]



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this ECCR as of the day and year first written above.

LANDLORD:

TTRG AZ MARICOPA HONEYCUTT DEVELOPMENT, LLC, a Delaware limited liability company

By: Name: Dan Sink

Title: President and Chief Financial Officer

STATE OF **INDIANA**) ss
COUNTY OF **MARION**)

ON THIS **3/** day of **700**, 20**12.5** before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dan Sink, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he is the President and Chief Financial Officer of TTRG AZ MARICOPA HONEYCUTT DEVELOPMENT, LLC, a Delaware limited liability company, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public Harnal J. Feick
Printed Name: Harnal J. FEICK

My Commission Expires:

10-21-29

[signatures continue on the following page]



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this ECCR as of the day and year first written above.

#### **DEVELOPER:**

TTRG AZ MARICOPA HONEYCUTT 5, LLC, a Delaware limited liability company

Name: Dan Sink

Title: President and Chief Financial Officer

STATE OF <u>IND/ANA</u> ) ) ss. COUNTY OF <u>MARION</u> )

ON THIS 3/ day of 7/1/2, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dan Sink, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the President and Chief Financial Officer of TTRG AZ MARICOPA HONEYCUTT 5, LLC, a Delaware limited liability company, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public Han Printed Name: Han

My Commission Expires:

10-21-29



# **DEVELOPER:**

TTRG AZ MARICOPA HONEYCUTT 6, LLC, a Delaware limited liability company

By: \_\_\_\_\_ CMM

Title: President and Chief Financial Officer

STATE OF <u>Indiana</u> ) ss COUNTY OF <u>MARION</u> )

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public Harrah J. Feick
Printed Name: Harrah J. FEICK

My Commission Expires:

10-21-29



#### **DEVELOPER:**

TTRG AZ MARICOPA HONEYCUTT 7, LLC, a Delaware limited liability company

By: \_\_\_\_

Name: Dan Sink

Title: President and Chief Financial Officer

STATE OF Indiana ) ) ss. COUNTY OF MARION )

ON THIS 3/ day of \_\_\_\_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dan Sink, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the President and Chief Financial Officer of TTRG AZ MARICOPA HONEYCUTT 7, LLC, a Delaware limited liability company, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public Hannal J. Feick Printed Name: Hannah J. FEICK

My Commission Expires:

10-21-29



#### CONSENT AND SUBORDINATION OF LENDER

City of Maricopa, an Arizona municipal corporation, holder of (i) a Deed of Trust dated January 8, 2024 and filed for record January 9, 2024, as Instrument No. 2024-002008, (ii) a Deed of Trust dated January 8, 2024 and filed for record January 9, 2024, as Instrument No. 2024-001949 and (iii) a Deed of Trust dated January 8, 2024 and filed for record January 9, 2024, as Instrument No. 2024-001950 (collectively, the "Financing Agreements") in the real estate records of Pinal County, Arizona, does hereby subordinate the Financing Agreements to the Easements, Covenants, Conditions And Restrictions ("ECCR") by and among TTRG AZ MARICOPA HONEYCUTT DEVELOPMENT, LLC, a Delaware limited liability company, TTRG AZ MARICOPA HONEYCUTT 5, LLC, a Delaware limited liability company, TTRG AZ MARICOPA HONEYCUTT 6, LLC, a Delaware limited liability company, and LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company, as though the ECCR was filed in the real estate records of Pinal County, Arizona, prior in time to the recording of the Financing Agreements in the real estate records of Pinal County, Arizona and hereby consents to the terms of the ECCR.

	LENDER:				
	CITY OF MARICOPA,				
ATTEST:	an Arizo	ona municipal corporat	ion		
	By:				
(SEAL)	Name:				
STATE OF					
COUNTY OF					
Before me the undersigned authority, on	this day pe	ersonally appeared			
known to me to be the person whose na					
being duly sworn did state and acknowle (Lender), and that he/she is duly authoriz	ed to execut	s e the foregoing instrur	_ of City of Maricopa nent_and executed the		
foregoing document for the uses, purpose and voluntary act and deed.		0 0	-		
Given under my hand and seal of office t	his the	day of	, 2025.		
	Notary 1	Public			
My Commission expires:	•				

#### **EXHIBITS**

#### Schedule I

## Legal Description Lowe's Parcel

LEGAL DESCRIPTION SUBJECT PARCEL MARICOPA, ARIZONA April 11, 2024 Job No. 6872 Page 1 of 2

LOCATED IN THE WEST HALF OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN. PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 27, AN IRON PIPE FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 27, A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, A DISTANCE OF 2628.85 FEET (BASIS OF BEARINGS);

THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 540.70 FEET:

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 420.83 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 347, BEING THE WESTERLY SOUTHWEST CORNER OF PARCEL 1 OF SOUTHBRIDGE MARKETPLACE NORTH, A SUBDIVISION RECORDED AS FEE NUMBER 2023-089333, RECORDS OF PINAL COUNTY, ARIZONA:

THENCE SOUTH 44 DEGREES 59 MINUTES 49 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID PARCEL 1, BEING THE RIGHT-OF-WAY LINE OF HIGHWAY 347, A DISTANCE OF 21.27 FEET TO THE SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL 1, BEING ON THE NORTH RIGHT-OF-WAY LINE OF WEST HONEYCUTT AVENUE;

THENCE SOUTH 89 DEGREES 57 MINUTES 51 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID PARCEL 1, A DISTANCE OF 340.44 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 01 MINUTES 39 SECONDS EAST, A DISTANCE OF 190.15 FEET. TO A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 03 MINUTES 57 SECONDS, A DISTANCE OF 83.89 FEET:

THENCE NORTH 48 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 343.61 FEET;

THENCE NORTH 36 DEGREES 10 MINUTES 56 SECONDS EAST, A DISTANCE OF 42.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;

THE FOLLOWING THREE COURSES ARE ALONG SAID RIGHT-OF-WAY:

THENCE SOUTH 53 DEGREES 48 MINUTES 08 SECONDS EAST, A DISTANCE OF 291.35 FEET;

THENCE SOUTH 41 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 276.79 FEET;

THENCE SOUTH 53 DEGREES 48 MINUTES 08 SECONDS EAST, A DISTANCE OF 216.14 FEET TO THE WEST LINE OF LOT 1 OF THE FINAL PLAT OF REINSMAN COMMONS RECORDED AS FEE NUMBER 2023-075072, RECORDS OF PINAL COUNTY, ARIZONA;

THENCE SOUTH 36 DEGREES 11 MINUTES 04 SECONDS WEST, ALONG SAID LOT 1, A DISTANCE OF 536.26 FEET TO A NON-TANGENT CURVE CONCAVE SOUTH, OF WHICH THE RADIUS POINT BEARS SOUTH 36 DEGREES 12 MINUTES 50 SECONDS WEST, A RADIAL DISTANCE OF 130.00 FEET, SAID POINT ALSO BEING AT THE NORTHEASTERLY CORNER OF PARCEL 8 RECORDED AS FEE NUMBER 2023-089333. RECORDS OF PINAL COUNTY, ARIZONA;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE NORTH LINE OF SAID PARCEL 8, THROUGH A CENTRAL ANGLE OF 37 DEGREES 55 MINUTES 32 SECONDS, A DISTANCE OF 86.05 FEET TO A NON-TANGENT REVERSE CURVE CONCAVE NORTH, OF WHICH THE RADIUS POINT BEARS NORTH 00 DEGREES 35 MINUTES 02 SECONDS WEST, A RADIAL DISTANCE OF 84.26 FEET:

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AND CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 8, THROUGH A CENTRAL ANGLE OF 25 DEGREES 15 MINUTES 40 SECONDS, A DISTANCE OF 37.15 FEET TO A NON-TANGENT LINE;

THENCE NORTH 53 DEGREES 50 MINUTES 46 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 8, A DISTANCE OF 57.62 FEET TO THE NORTHEAST CORNER OF PARCEL 7 RECORDED AS FEE NUMBER 2023-089332, RECORDS OF PINAL COUNTY, ARIZONA:

THENCE NORTH 53 DEGREES 53 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE AND PROLONGATION OF SAID PARCEL 7, A DISTANCE OF 470.33 FEET;

THENCE SOUTH 68 DEGREES 27 MINUTES 17 SECONDS WEST, A DISTANCE OF 24.82 FEET TO A NON-TANGENT CURVE CONCAVE EAST, OF WHICH THE RADIUS POINT BEARS NORTH 63 DEGREES 05 MINUTES 26 SECONDS EAST, A RADIAL DISTANCE OF 80.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26 DEGREES 56 MINUTES 13 SECONDS, A DISTANCE OF 37.61 FEET;

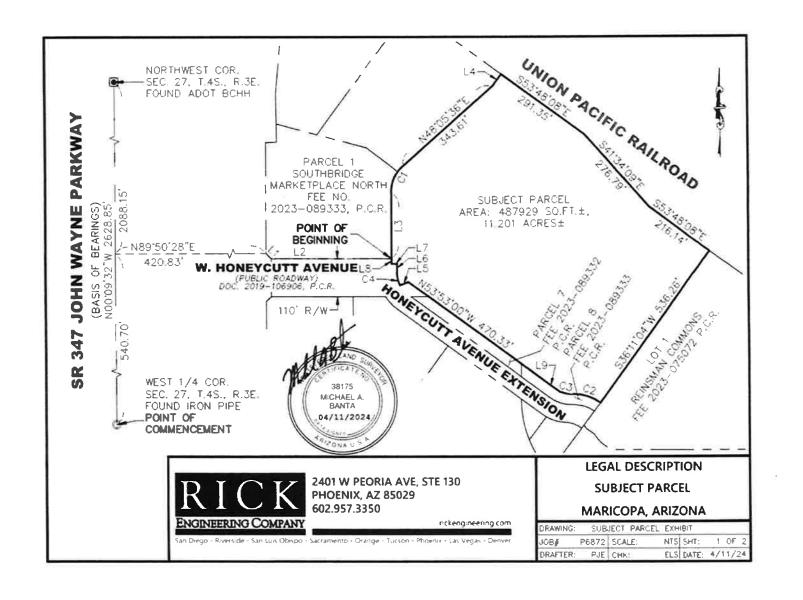
THENCE NORTH 00 DEGREES 01 MINUTES 39 SECONDS EAST, A DISTANCE OF 25.59 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS WEST, A DISTANCE OF 15.50 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 39 SECONDS EAST, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 487,929 SQUARE FEET OR 11.201 ACRES, MORE OR LESS.





LINE TABLE				
LINE	DIRECTION	LENGTH		
L1	S44'59'49"E	21.27		
L2	S89'57'51"E	340.44'		
L3	N00'01'39"E	190.15		
L4	N36'10'56"E	42.00'		
L5	S68*27'17"W	24.82'		
L6	N00'01'39"E	25.59		
L7	N89'57'52"W	15.50'		
L8	N00'01'39"E	15.00		
L9	N53'50'46"W	57.62'		

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHÓRD	
C1	48'03'57"	100.00	83.89	N24'03'37"E 81.45'	
C2	37'55'32"	130.00*	86.05	N72'44'56"W 84.49'	
C3	25'15'40"	84.26	37.15'	N77'57'13"W 36.85*	
C4	26'56'13"	80.00'	37.61'	N13'26'27"W 37.27'	



2401 W PEORIA AVE, STE 130 PHOENIX, AZ 85029 602.957.3350

Sin Diego - Riverside - San Luis Obespo - Sacramento - Change - Tucson - Phoenic - Las Vegas - Deriver

# LEGAL DESCRIPTION **SUBJECT PARCEL** MARICOPA, ARIZONA

DRAWING:	SUB	JECT PARCEL	EXH	IBIT			
JOB#	P6872			SHT:		OF	
DRAWING: JOB# DRAFTER:	PJE	CHK:	€LS	DATE:	4/1	1/2	24

#### Schedule II

# Legal Description Developer Parcel(s)

LEGAL DESCRIPTION REMAINDER PARCEL MARICOPA, ARIZONA April 11, 2024 Job No. 6872 Page 1 of 2

THAT PORTION OF PARCELS 1 AND 3, AND ALL OF PARCEL 2 OF THE FINAL PLAT OF SOUTHBRIDGE MARKETPLACE NORTH RECORDED AS FEE NUMBER 2023-089333, TOGETHER WITH THE NORTH 15.00 FEET OF WEST HONEYCUTT AVENUE RECORDED AS FEE NUMBER 2019-106906, RECORDS OF PINAL COUNTY, ARIZONA, LOCATED IN THE WEST HALF OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 27, BEING AN IRON PIPE FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 27, BEING A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, A DISTANCE OF 2628.85 FEET (BASIS OF BEARINGS);

THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 540.70 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 50 MINUTES 28 SECONDS EAST. A DISTANCE OF 420.83 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 347, BEING THE NORTHWESTERLY SOUTHWEST CORNER OF SAID PARCEL 1 AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THE FOLLOWING FIVE COURSES ARE ALONG SAID RIGHT-OF-WAY:

THENCE NORTH 00 DEGREES 02 MINUTES 53 SECONDS EAST, A DISTANCE OF 316.63 FEET;

THENCE NORTH 86 DEGREES 30 MINUTES 32 SECONDS EAST, A DISTANCE OF 31.60 FEET;

THENCE NORTH 00 DEGREES 36 MINUTES 09 SECONDS WEST, A DISTANCE OF 139.65 FEET;

THENCE NORTH 05 DEGREES 25 MINUTES 41 SECONDS EAST, A DISTANCE OF 298.08 FEET:

THENCE NORTH 00 DEGREES 03 MINUTES 00 SECONDS EAST, A DISTANCE OF 204.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 53 DEGREES 48 MINUTES 08 SECONDS EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 756.63 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 36 DEGREES 10 MINUTES 56 SECONDS WEST, A DISTANCE OF 42.00 FEET;

THENCE SOUTH 48 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 343.61 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 03 MINUTES 57 SECONDS, A DISTANCE OF 83.89 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTE 39 SECONDS WEST, A DISTANCE OF 205.15 FEET TO A LINE THAT IS PARALLEL WITH AND 15.00 FEET SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF WEST HONEYCUTT AVENUE RECORDED AS FEE NUMBER 2019-106906, RECORDS OF PINAL COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 57 MINUTES 51 SECONDS WEST, ALONG SAID PARALLEL LINE. A DISTANCE OF 340.44 FEET;

THENCE NORTH 00 DEGREES 01 MINUTE 21 SECONDS EAST, A DISTANCE OF 15.00 FEET ALONG SAID RIGHTS-OF-WAY, A DISTANCE OF 15.00 FEET TO THE SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE NORTH 44 DEGREES 59 MINUTES 49 SECONDS WEST, A DISTANCE OF 21.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 373,668 SQUARE FEET OR 8.578 ACRES, MORE OR LESS.



