

INTERSECTION PARTICIPATION AGREEMENT

This **PUBLIC ROADWAY PARTICIPATION AGREEMENT** (this “**Agreement**”) is made as of this ____ day of ____, 2025 (the “**Effective Date**”), by and between DESERT CEDARS EQUITIES, LLC, an Arizona limited liability company (“**Desert Cedars**”), and the CITY OF MARICOPA, an Arizona municipal corporation (“**City**”). Desert Cedars and the City are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Desert Cedars owns and is developing certain real property generally located at the southeast corner of N. Maricopa Road and W. Honeycutt Avenue commonly known as Assessor Parcel Nos. 510-29-047D, 510-25-009N and 510-29-0460, which are legally described on Exhibit A attached hereto (the “**Property**”). The Property is located within the municipal boundaries of the City.

B. The City owns certain real property generally located at the southwest corner of N. Maricopa Road and W. Honeycutt Avenue commonly known as Assessor Parcel No. 510-29-001B, which is legally described on Exhibit B attached hereto (the “**City Property**”).

C. Certain street improvements at the intersection of N. Maricopa Road and W. Honeycutt Avenue (the “**Intersection**”), including but not limited to a traffic signal, roads, sidewalks, curbs and curb cuts, paving, striping, landscaping and other work necessary to cause the Intersection to be completed in accordance with the Westbridge Off-Site Paving Plans (“**Off-Site Plans**”) prepared by CVL Consultants for Desert Cedars and the Honeycutt Avenue & Maricopa Road Signal & Street Lighting Modification prepared by Greenlight Traffic Engineering for Desert Cedars (excluding street lighting) as approved by the City (the “**Improvements**”), will be required when the Property is developed.

D. The Parties desire to enter into this Agreement to specify the Parties obligations relating to the Improvements.

E. The execution, delivery and performance by Desert Cedars of this Agreement has been duly authorized by all necessary actions. The Agreement does not and will not violate any provisions of any existing law, rule, regulation, writ, judgment, injunction, decree, determination or award of any court or governmental body, any articles of incorporation, bylaws or similar organizational documents by which Desert Cedars is bound. The execution, delivery and performance by the City of this Agreement has been duly authorized by all necessary actions. The Agreement does not and will not violate any provisions of any existing law, rule, regulation, writ, judgment, injunction, decree, determination or award of any court or governmental body, any articles of incorporation, bylaws or similar organizational documents by which the City is bound.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties contained herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The Parties acknowledge the accuracy of the foregoing Recitals. Each of the foregoing recitals is hereby incorporated into this Agreement by this reference and is made a part hereof.

2. TERM. This Agreement shall become effective and shall continue for five (5) years from the Effective Date or until the Parties have performed their obligations under this Agreement, whichever date is sooner.

3. IMPROVEMENTS. As part of developing the Property, Desert Cedars agrees to construct the Improvements in accordance with all applicable City standards and regulations, including but not limited to a traffic signal located at the Intersection (the "**Traffic Signal**"). Desert Cedars acknowledges and agrees that the current intersection will be realigned as depicted in the Off-Site Plans.

3.1 Agreed Cost. The Improvements are subject to Title 34 of Arizona Revised Statutes and the City of Maricopa Purchasing Code, as found in Title 3, Chapter 3.65. Desert Cedars and the City have agreed to the costs associated with the Improvements as more specifically set forth on Exhibit C, attached hereto and incorporated herein (the "**Agreed Cost**"). The Agreed Costs are subject to possible increase during the course of construction of the Improvements, if approved by the Parties, which approval is not to be unreasonably withheld, conditioned, or delayed. Any change that would result in an increase to the Agreed Costs shall be submitted by Desert Cedars to the City for review, and the City shall respond to such submission within six (6) Business Days, a Business Day being defined as a weekday (Monday thru Thursday) that is not a legal holiday or a day when the City of Maricopa is closed, with approval or reasonable rejection with a justification for such rejection which may then be addressed by Desert Cedars and resubmitted for subsequent approval. To the extent the Agreed Costs include a "contingency amount", the Parties agree that only the actual costs incurred are to be paid pursuant to Section 3.4 below.

3.2 Review of Improvements. The City shall have the right and authority to inspect the ongoing construction of the Improvements at reasonable times in addition to the required City inspections without prior notice to ensure that such construction is performed in accordance with the approved plans and the City standards applicable to such construction.

3.3 Construction. Subject to the funding obligations of the City set forth in Section 3.4 below, Desert Cedars shall construct or cause the Improvements to be constructed and shall bear all the costs and expenses associated with the construction of the Improvements, subject to the funding obligation set forth below in Section 3.4. The Improvements shall be constructed in compliance with all applicable City standards in effect at the time of the approval and permit issuance of the Improvements. Desert Cedars will obtain all necessary governmental permits needed to plan and construct such Improvements. The installation and construction of the Improvements shall be according to specifications, standards and engineering practices regularly applied by the City to such improvements within the City. Desert Cedars shall construct and

install the Improvements in a good and workmanlike manner in conformity with specifications, standards and engineering regularly applied by the City.

3.4 Funding Obligation.

(a) Any and all costs related to the installation of the sewer and the water shall be the sole responsibility of Desert Cedars. Any and all Agreed Costs, as may be adjusted as set forth in Section 3.1 above, shall be split evenly between the Parties.

(b) As the construction and installation of the Improvements progresses, Desert Cedars shall submit to the City from time to time payment requests for such amounts as may be necessary to pay the engineers and consultants designing the Improvements and the contractors constructing the Improvements. Each payment request submitted by Desert Cedars shall (i) set forth the total amount to be paid pursuant to such request, (ii) allocate such total amount due from the City in accordance with its respective share as set forth in Section 3.4(a), and (iii) be accompanied by conditional lien waivers and releases from all of the contractors to be paid from the payment resulting from the submitted payment request and unconditional waivers and releases from all contractors for which Desert Cedars was required to provide a conditional lien waiver in connection with a prior payment request. The City shall pay directly to Desert Cedars the amounts payable to such contractors as reflected in Desert Cedars' payment request no later than fifteen (15) business days following receipt of the payment request from Desert Cedars.

3.5 Acceptance. Prior to final acceptance by the City and upon completion of the installation and construction of the Improvements, Desert Cedars shall convey the completed Improvements located on the City Property to the City, lien and debt free. The Improvements shall be inspected following the normal City inspection processes, including completion of the typical "Final Walk Punch List" repairs and loading the typical close-out documents into the City online portal evidencing that the project shall be deemed completed and accepted ("**Final Acceptance**"). In addition, upon Final Acceptance, the City will provide written notification to Desert Cedars and the applicable surety indicating completion and acceptance of the work as required for the surety to close-out the Completion Bond. After Final Acceptance, the City thereafter shall maintain, repair and operate all Improvements located on the City Property at its own cost excluding any landscaping and streetlights installed in the right of way. Desert Cedars, at no cost to City, shall dedicate, convey or obtain as applicable all rights-of-way, rights of entry, easements and/or other use rights, wherever located on the Property, as required for the construction, installation, operation and maintenance of the Improvements located on the City Property.

3.6 Warranty. Following completion and Final Acceptance of the Improvements, Desert Cedars shall transfer all warranties received by contractors, engineers and consultants for the Improvements located on the City Property to the City.

3.7 Obligations. Following completion and Final Acceptance of the Improvements, ownership and maintenance responsibility shall be as required by City rules and regulations and as indicated on the Final Plat for the Property.

3.8 Encroachment Permits. Desert Cedars, 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 of such Improvements, or to perform necessary maintenance or repairs of such Improvements prior to Final Acceptance of the Improvements. Desert Cedars' use of such easements and rights-of-way, pursuant to the encroachment permit, shall not materially impede or adversely affect the City's use and enjoyment thereof.

3.9 Restoration of Property. Desert Cedars shall restore such City easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Desert Cedars' entry upon completion of such construction, repair, or maintenance, except that Desert Cedars shall not be required to restore any reasonable wear and tear to such easements and rights-of-way. Desert Cedars, its agents, and employees, also 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 to the extent reasonably necessary to install and maintain landscaping material chosen by Desert Cedars and approved by City staff in its reasonable discretion within the portion of the City right-of-way not used for vehicular travel.

3.10 Necessary Easements, Rights of Entry, or Other Use. It shall be a condition precedent to the obligation of Desert Cedars to construct the Improvements herein specified or otherwise required, that City shall have obtained, at no cost to Desert Cedars, any and all easements, rights of entry, and/or other use rights on or about all real property other than the Property upon, through or under which will be installed all or any portion of said Improvements, as useful or necessary for Desert Cedars to enter and to properly perform all activities incident to Desert Cedars' construction obligations hereunder (collectively, the "**Easements**").

3.11 No Obligation to Develop. If Desert Cedars does not develop its interest in the Property, nothing contained herein shall be deemed to obligate Desert Cedars to perform any act herein related to the Intersection or complete any part or all of the Intersection in accordance with this Agreement. However, Desert Cedars acknowledges that the obligations of Desert Cedars contained herein are obligations that must be complied with in connection with the development of the Property, whether by Desert Cedars or any successors or assigns thereof.

4. COOPERATION AND ALTERNATIVE DISPUTE RESOLUTION.

4.1 Appointment of Representatives. To further the cooperation of the Parties in implementing this Agreement, the City and Desert Cedars shall each designate and appoint a representative to act as a liaison between the City and its various departments and Desert Cedars. The initial representative for the City shall be the City Engineer and the initial representative for Desert Cedars shall be the project manager, as identified by Desert Cedars from time to time. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement.

4.2 Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from the other

party (the “**Cure Period**”), shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within said thirty (30)-day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible.

5. NOTICES AND FILINGS.

5.1 Manner of Serving. Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

The City: City Manager
City of Maricopa
Attn: Benjamin Bitter
39700 West Civic Center Plaza
Maricopa, Arizona 85138
Benjamin.Bitter@maricopa-az.gov

City Attorney
City of Maricopa
Attn: Denis Fitzgibbons
1115 E. Cottonwood Lane, Suite 150
Casa Grande, AZ 85122
denis@fitzgibbonslaw.com

If to Desert Cedars: Desert Cedars Equities, LLC
Attn: Michael Koslow, Manager
5346 E. Calle Del Norte
Phoenix, AZ 85018
Karizona@cox.net

James Valletta
Warner Angle Hallam Jackson & Formanek PLC
2555 E. Camelback Rd., Suite 800
Phoenix, Arizona 85016
Email: jvalletta@warnerangle.com

or to such other addresses as either party hereto may from time to time designate in writing and delivery in a like manner.

5.2 Mailing Effective. Any notice or other communication directed to a Party to this Agreement shall become effective upon the earliest of the following:

- (a) actual receipt by the party;
- (b) delivery to the addresses of the party; or
- (c) if given by certified or registered U.S. Mail, return receipt requested, 72 hours after deposit with the United States Postal Service, addressed to the Party.

6. GENERAL.

6.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver. No waiver by the City or Desert Cedars of any breach of a covenant or condition of this Agreement shall be construed as a waiver of any proceeding or succeeding breach of the same or any other covenant or condition of this Agreement. No waiver shall be effective unless in writing and signed by the granting party.

6.2 Further Acts. Each Party agrees in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

6.3 Successors and Assigns. This Agreement cannot be assigned by the City without written consent of Desert Cedars. Such consent shall not be unreasonably withheld. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns for the Parties hereto.

6.4 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Desert Cedars and the City. No term or provision of this Agreement shall be for the benefit of any person or entity not a party hereto and no such other person or entity shall have any right or cause of action hereunder.

6.5 Indemnification. Desert Cedars shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense to the extent arising out of the gross negligence and willful misconduct of Desert Cedars in the exercise of this Agreement. The City shall indemnify, protect, defend and hold harmless Desert Cedars, its officers, employees, and agents from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense to the extent arising out of the gross negligence and willful misconduct of the City in the exercise of this Agreement.

6.6 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto. Within ten (10) Business Days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Pinal County, Arizona.

6.7 Assignment. The rights and obligations of Desert Cedars under this Agreement may be transferred or assigned, in whole or in part, by a written instrument, to any subsequent owner or person (each, a “**Transferee**”) having an interest in all or any portion of the Property (“**Transferred Property**”), pursuant to which the Transferee expressly accepts and assumes the rights and obligations of Desert Cedars which are assigned by Desert Cedars to such Transferee with respect to such Transferred Property, which assignment shall be recorded in the same manner as this Agreement. Upon the conveyance or other disposition (other than in trust pursuant to the granting of a deed of trust related solely to financing of the Property) (a “**Transfer**”) of any portion of the Transferred Property, the Transferee shall be deemed to be a party to this Agreement with respect to such Transferred Property, and the prior owner shall have no further obligations under this Agreement regarding the Transferred Property arising from and after the date of Transfer of such Transferred Property. An assignment of rights may be on a non-exclusive basis. Such Transfer does not relieve Desert Cedars of its obligations unless the City approves a termination of Desert Cedars’ obligations in a written agreement.

6.8 Authority. Each of the Parties represents and warrants to the other that the persons executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

6.9 Arbitration. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Desert Cedars and the City. In the event that the Parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Desert Cedars shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Desert Cedars. The results of the arbitration shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

6.10 Israel Boycott Provision. Each Party to this Agreement certifies to the other Parties that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

6.11 Conflicts of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to § 38-511, Arizona Revised Statutes, as amended.

6.12 Severability. If a court of competent jurisdiction declares any provision of this Agreement void or unenforceable such provisions shall be severed from this Agreement, which shall otherwise remain in full force and effect.

6.13 Governing Law. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

6.14 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party or against the Party who prepared the last draft.

6.15 Survival, Expiration and Termination. All agreements, representations, indemnities and warranties made in the Agreement shall survive the termination of this Agreement only as expressly set forth in this Agreement. Otherwise, the Agreement shall expire upon Final Acceptance. At the request of any party who is affected by this Agreement, the City will cooperate to execute for recordation a termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF MARICOPA, a municipal corporation

By: _____
Its Benjamin Bitter, City Manager

Attest:

Approved as to form:

By: _____
Vanessa Bueras, MMC
City Clerk

By: _____
City Attorney

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this _____ day of September, 2025 by Benjamin Bitter, City Manager of the City of Maricopa, Arizona, an Arizona municipal corporation, who acknowledged that he signed the foregoing instrument on behalf of the City.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

EXPIRES

Desert Cedars Equities, L.L.C., an
Arizona limited liability company

By: Southbridge Marketplace Management, L.L.C.,
Its: Manager

By: The Michael and Patricia Koslow Family Revocable
Trust dated August 31, 201⁸
Its: Member

By: 
Michael Koslow, Trustee

By: 
Patricia Koslow, Trustee

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS 28TH DAY AUGUST, 2025, MICHAEL KOSLOW PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC WHO ACKNOWLEDGED SELF TO BE MICHAEL KOSLOW OF DESERT CEDARS EQUITIES, LLC, THE LEGAL OWNER OF THE PROPERTY DESCRIBED HEREIN AND ACKNOWLEDGED THAT MICHAEL KOSLOW OF DESERT CEDARS EQUITIES, LLC EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

Rama Mishra
NOTARY PUBLIC

01 - 15 - 2029
EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)



BEFORE ME THIS 28TH DAY AUGUST, 2025, PATRICIA KOSLOW PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC WHO ACKNOWLEDGED SELF TO BE PATRICIA KOSLOW OF DESERT CEDARS EQUITIES, LLC, THE LEGAL OWNER OF THE PROPERTY DESCRIBED HEREIN AND ACKNOWLEDGED THAT PATRICIA KOSLOW OF DESERT CEDARS EQUITIES, LLC EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

Rama Mishra
NOTARY PUBLIC

01 - 15 - 2029
EXPIRES



EXHIBIT A
PROPERTY

That part of the West Half of Section 27 and the East Half of Section 28, Township 4 South, Range 3 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the 1 - 1/2" Iron Pipe marking the West Quarter Corner of said Section 27, from which the Brass Cap in hand hole marking the Northwest Corner of said Section 27 bears North 00°09'37" West a distance of 2,628.85 feet;

Thence South 00°09'05" East, along the West line of the Northwest Quarter of said Section 27, a distance of 64.19 feet to the Point of Beginning;

Thence South 89°47'26" West, a distance of 247.59 feet to a point on the Easterly right-of-way line of Maricopa Road, being a point on a 1194.41 foot radius non-tangent curve, whose center bears North 77°04'45" East;

Thence along said Easterly right-of-way the following courses:

Thence Northerly, along said curve, through a central angle of 00°16'44", a distance of 5.81 feet to a point on a 65.50 foot radius non-tangent curve, whose center bears North 45°49'45" West;

Thence Northerly, along said curve, through a central angle of 109°12'45", a distance of 124.85 feet;

Thence South 78°13'05" West, a distance of 11.46 feet;

Thence North 11°47'41" West, a distance of 8.71 feet to a point on a 1394.39 foot radius non-tangent curve, whose center bears North 82°06'22" East;

Thence Northerly, along said curve, through a central angle of 08°09'17", a distance of 198.46 feet;

Thence North 00°15'40" East, a distance of 61.03 feet;

Thence North 00°20'15" East, a distance of 44.43 feet to a point on a 225.50 foot radius non-tangent curve, whose center bears North 89°43'39" West;

Thence Northerly, along said curve, through a central angle of 39°24'13", a distance of 155.08 feet;

Thence North 39°07'52" West, a distance of 27.16 feet;
to the beginning of a tangent curve of 174.50 foot radius, concave Easterly;

Thence Northerly, along said curve, through a central angle of 38°00'41", a distance of 115.77 feet;

Thence North 00°15'40" East, a distance of 8.41 feet to a point on a 174.50 foot radius non-tangent curve, whose center bears South 88°21'31" East;

Thence Northerly, along said curve, through a central angle of $08^{\circ}19'41''$, a distance of 25.36 feet to the beginning of a tangent compound curve of 10.00 foot radius, concave Southerly;

Thence Easterly, along said curve, through a central angle of $116^{\circ}18'46''$, a distance of 20.30 feet to a point on the Southerly right-of-way of Honeycutt Avenue;

Thence along said Southerly right-of-way the following courses:

Thence South $53^{\circ}43'02''$ East, a distance of 223.17 feet to the beginning of a tangent curve of 605.00 foot radius, concave Northerly;

Thence Easterly, along said curve, through a central angle of $36^{\circ}14'39''$, a distance of 382.71 feet;

Thence South $89^{\circ}57'42''$ East, a distance of 38.93 feet to a point on the Westerly right-of-way of Arizona State Route 347;

Thence along said Westerly right-of-way the following courses:

Thence South $00^{\circ}02'18''$ West, a distance of 96.30 feet to the beginning of a tangent curve of 1325.00 foot radius, concave Westerly;

Thence Southerly, along said curve, through a central angle of $19^{\circ}50'27''$, a distance of 458.83 feet;

Thence South $19^{\circ}52'44''$ West, a distance of 189.57 feet;

Thence North $00^{\circ}09'05''$ West, departing said Westerly right-of-way, a distance of 243.41 feet;

Thence South $89^{\circ}47'26''$ West, a distance of 50.00 feet to the Point of Beginning.

Containing 273,613 Square Feet or 6.281 Acres, more or less.

EXHIBIT B
CITY PROPERTY

THAT PORTION OF THE FOLLOWING PROPERTY:

LOT 1, OF ESTRELLA PARK, A SUBDIVISION RECORDED IN BOOK 9 OF MAPS, PAGE 7, RECORDS OF PINAL COUNTY, ARIZONA

EXCEPT THAT PROPERTY AS SET FORTH IN FINAL ORDER OF CONDEMNATION RECORDED AS 2019-032025 OF OFFICIAL RECORDS.

Exhibit C

SUMMARY OF HARD AND SOFT COSTS FOR INTERSECTION OFFSITE	
TOTAL OF HARD COSTS FOR INTERSECTION OFFSITE WORK AND MATERIALS (See "Hard Costs Summary" Sheet for Detail)	\$1,745,867.64
TOTAL OF SOFT COSTS FOR INTERSECTION OFFSITE WORK AND MATERIALS (See "Soft Costs Summary" Sheet for Detail)	\$321,913.91
<i>SUB TOTAL</i>	<i>\$2,067,781.55</i>
TOTAL OF COSTS FOR INTERSECTION OFFSITES FOR WHICH CITY IS 100% RESPONSIBLE (See "City Cost Only" Sheet for Detail)	\$(7,500.00)
TOTAL OF HARD AND SOFT COSTS FOR INTERSECTION OFFSITE	\$2,060,281.55
ALLOCATION OF SHARED HARD AND SOFT COSTS BETWEEN PARTIES	
Desert Cedars Equities, L.L.C. 50% Share of Total of Hard and Soft Costs for Intersection Offsite*	\$1,030,140.78
City of Maricopa 50% Share of Total of Hard and Soft Costs for Intersection Offsite*	\$1,030,140.78
TOTAL COST TO BE PAID BY EACH PARTY	
Desert Cedars Equities, L.L.C.*	\$1,030,140.78
City of Maricopa*	\$1,037,640.78

*** Remains subject to adjustment based on actual costs incurred**

(See anticipated adjustments for allowances on "Soft Costs Summary" Sheet Row 11 for Detail)

Notes: For construction staking – the general contractor (Markham) has this amount included in their bid, and Markham is only engaged for the intersection project – so there will not be any possibility of allocating staking costs that are not part of the intersection project.

Hard Costs

HARD COSTS FOR INTERSECTION OFFSITE WORK AND MATERIALS					
*For Backup Files - See Approved Plans on file with City; filename "25-0709 West Bridge Hard Cost Offsite Bid Comparison"; and Zip Folder "Off Site Contract Documents"					
Demo	Description	Quantity	Unit	Unit Price	Extended Price
1	Sawcut AC Pavement	860	LF	\$3.75	\$3,225.00
2	Remove Existing AC Pavement	1,835	SY	\$7.15	13,120.25
3	Chain-link Fence Removal	365	LF	\$5.90	2,153.50
4	Remove Existing VC&G	1,325	LF	\$4.05	5,366.25
5	Remove Single Curb	275	LF	\$5.55	1,526.25
6	Remove Existing Sidewalk	7,060	SF	\$1.07	7,554.20
7	Remove Existing Driveway	465	SF	\$3.25	1,511.25
8	Remove Existing Catch Basin	4	EA	\$1,765.00	7,060.00
9	Remove Existing Landscaping & Irrigation	1	LS	\$7,585.00	7,585.00
Demo Total					\$49,101.70

Grading	Description	Quantity	Unit	Unit Price	Extended Price
1	Clear & Grub	1	AC	\$9,100.00	\$9,100.00
2	Rough Grade	1,590	CY	\$26.10	41,499.00
3	Fine Grade	4,840	SY	\$1.35	6,534.00
4	Dust Control	INC	SY	INC	INC
5	Import/Export	1,590	CY	\$12.15	19,318.50
Grading Total					\$76,451.50

Asphalt Paving	Description	Quantity	Unit	Unit Price	Extended Price
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1	5"AC/9"ABC	1,787	SY	\$62.10	\$110,972.70
2	6"AC/10"ABC	930	SY	\$77.95	72,493.50
3	Survey Monument per MAG 120-1 Type B	4	EA	\$318.85	1,275.40
4	Adjust Water Valves per MAG 270	7	EA	\$531.35	3,719.45
5	Adjust Storm Drain Manholes per MAG 422	1	EA	\$595.00	595.00
6	Signing & Striping	1	LS	\$41,688.00	41,688.00
		Asphalt Paving Total			\$230,744.05

Concrete	Description	Quantity	Unit	Unit Price	Extended Price
1	VC&G per MAG 220 Type A	1,320	LF	\$41.40	\$54,648.00
2	6" Single Curb per MAG 222 Type A	350	LF	\$46.37	16,229.50
3	6' Wide Sidewalk per MAG 230	7,425	SF	\$6.60	49,005.00
4	Dual HC Ramps per MAG 236-5	3	EA	\$5,525.00	16,575.00
5	Drive Approach per MAG 250-2	460	SF	\$14.10	6,486.00
6	Drive Approach per MAG 251 Modified	3,155	SF	\$16.55	52,215.25
7	Catch Basin per MAG 530	3	EA	\$8,995.00	26,985.00
8	4' Wide Concrete Scupper and Spillway per MAG 206	1	EA	\$9,015.00	9,015.00
		Concrete Total			\$231,158.75

Incidentals	Description	Quantity	Unit	Unit Price	Extended Price
1	Traffic Signal	1	LS	\$516,635.00	\$516,635.00
2	Street Light Relocation	1	LS	\$87,145.00	87,145.00
3	Pothole Utilities	1	LS	\$25,110.00	25,110.00
4	SWPPP Implementation (Onsite/Offsite)	1	LS	\$28,849.50	28,849.50
5	Construction Staking	1	LS	\$23,290.00	23,290.00

6	Quality Control - By Others	1	LS	\$25,000.00	25,000.00
7	Mobilization	1	LS	\$24,970.00	24,970.00
				Incidentals Total	\$730,999.50

Pricing Summary					
Demo Total					\$49,101.70
Grading Total					\$76,451.50
Asphalt Paving Total					\$230,744.05
Concrete Total					\$231,158.75
Incidentals Total					\$730,999.50
General Conditions					\$137,260.00
				Subtotal	\$1,455,715.50

Builder's Risk				\$15,669.05
Bond Premium (If Required)			1.5000%	-
Sales Tax (If Required)	Factored Rate		6.6300%	99,016.09
			Subtotal (After Builder's Risk, Bond Premium and Sales Tax)	\$1,570,400.64

Allowances	Description	Quantity	Unit	Unit Price	Extended Price
1	Traffic Control	1	ALW	\$175,467.00	\$175,467.00
				Allowances Total	\$175,467.00

GRAND TOTAL	\$1,745,867.64
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Soft Costs

SOFT COSTS FOR INTERSECTION OFFSITE WORK AND MATERIALS			
Vendor	Work Description	Amount	Backup File Name
Constructors Bonding, Inc.	Cost of bond to provide security for performance of intersection offsite work (~1.641% of total bond amount from City approved hard costs calculated as ~1.641% of \$2,122,972)	\$ 34,845.00	Offsite Construction Bond Invoice with Payment-8.12.2025
Greenlight Traffic Engineering	Traffic signal design; Traffic signal cost estimate	32,848.50	Greenlight Costs-Desert Cedars Equities LLC Statement with final payment
Coe & Van Loo Consultants, Inc.	Preparation, survey, preliminary and final construction plans related to the intersection realignment of Maricopa Rd. and Honeycutt Rd.	38,350.00	Westbridge - Invoices & Payments Breakdown-250717; and Intersection fees for City Participation (rev)
Alexander Building Company	Owner Project Management	90,421.00	Maricopa Owner's Rep Agreement-FULLY EXECUTED
City of Maricopa Permit Fees	Off-Site Improvement Permit (Subdivision) ENG24-0041 (\$92,607.15); Traffic Signal Work Permit ENG25-001 (\$32,842.26)	125,449.41	Permit ENG24-0041 Fees Statement with payment-8.14.2025; Email RE Permit Fees Summary-8.14.2025
TOTAL		\$321,913.91	

SOFT COST ALLOWANCE FOR ANTICIPATED ADDITIONAL WORK (TO BE INCORPORATED AS INCURRED)			
Allowance	Project Contingency; industry standard project contingency for any unanticipated design changes or unforeseen conditions	\$228,565.06	No direct backup at this time; industry standard allowance; to be invoiced/paid at time incurred
ESTIMATED TOTAL		\$228,565.06	

GRAND TOTAL	\$550,478.97
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City only cost

Items for Which City of Maricopa is 100% Responsible		
Item Description	Amount	Backup File Name
City of Maricopa to pay 100% of increased cost for powder coated vs. non-powder coated traffic signal items	\$7,500.00	Support for Increased Cost for Black Powder Coating
TOTAL	\$ 7,500.00	