

REALIGNMENT, RIGHT OF FIRST REFUSAL AND OPTION AGREEMENT

This REALIGNMENT, RIGHT OF FIRST REFUSAL AND OPTION AGREEMENT (this “Agreement”) is made and entered into this ___ day of _____, 2026 (the “Effective Date”) by and between the CITY OF MARICOPA, an Arizona municipal corporation (“City”), and COPA SURF LLC, an Arizona limited liability company (“Copa”), PRLG HOLDINGS LLC, an Arizona limited liability company (“PRLG”), E JAICKS LLC, an Arizona limited liability company (“E Jaicks”) and PHX SURF LLC, an Arizona limited liability company (“PHX Surf”).

RECITALS

A. Copa, PRLG, E Jaicks, and PHX Surf may hereinafter be referred to collectively as the “PHX Surf Parties”.

B. The PHX Surf Parties and the City may be referred to individually as a “Party” and collectively as the “Parties”.

C. The Official Records of the Pinal County Recorder’s Office may be referred to herein as the “Official Records.”

D. Copa is the owner of that certain real property known as Pinal County Assessor Parcel Numbers 510-17-003H and 510-17-004E (the “Copa Property”) pursuant to that certain Special Warranty Deed recorded on November 24, 2021 as Fee Number 2021-149483 in the Official Records of Pinal County (the “Copa Deed”), which Copa Property is subject to that certain Deed of Trust and Assignment of Rents, recorded on November 24, 2021, as Fee Number 2021-149484 in the Official Records (the “Copa Deed of Trust”), and that certain Notice of Reversion Option and Entitlement to Profits, recorded on November 24, 2021, as Fee Number 2021-149544 in the Official Records (the “Copa Reversion Option”).

E. PRLG is the owner of that certain real property known as Pinal County Assessor Parcel Number 510-17-004F (the “PRLG Property”) pursuant to that certain Special Warranty Deed recorded on November 24, 2021 as Fee Number 2021-149740 in the Official Records (the “PRLG Deed”), which PRLG Property is subject to that certain Deed of Trust and Assignment of Rents, recorded on November 24, 2021, as Fee Number 2021-149741 in the Official Records (the “PRLG Deed of Trust”), and that certain Notice of Reversion Option and Entitlement to Profits recorded on November 24, 2021 as Fee Number 2021-149835 in the Official Records (the “PRLG Reversion Option”).

F. E Jaicks is the owner of that certain real property known as Pinal County Assessor Parcel Number 510-17-003F (the “E Jaicks Property”) pursuant to that certain Special Warranty Deed recorded on November 24, 2021 as Fee Number 2021-149729 in the Official Records (the “E Jaicks Deed”), which E Jaicks Property is subject to that certain Deed of Trust and Assignment of Rents, recorded on November 24, 2021, as Fee Number 2021-149730 in the Official Records (the “E Jaicks Deed of Trust”), and that certain Notice of Reversion Option and Entitlement to Profits recorded on November 24, 2021 as Fee Number 2021-149837 in the Official Records (the “E Jaicks Reversion Option”).

G. PHX Surf is the “Tenant”, and the City is the “Landlord” under that certain Development, Operating and Maintenance Lease Agreement, dated November 18, 2021 (the “Lease”), wherein Tenants leases from Landlord Pinal County Assessor Parcel Number 510-17-003G (the “Leased Property”).

H. The Copa Property, the PRLG Property and the E Jaicks Property, may individually be referred to as an “Owned Property” and collectively, the “Owned Properties”.

I. The Copa Deed, the PRLG Deed and the E Jaicks Deed, may individually be referred to as an “Original Deed” and collectively, the “Original Deeds”.

J. The Copa Deed of Trust, the PRLG Deed of Trust and the E Jaicks Deed of Trust, may individually be referred to as an “Original Deed of Trust” and collectively, the “Original Deeds of Trust”.

K. The Copa Reversion Option, the PRLG Reversion Option and the E Jaicks Reversion Option, may individually be referred to as an “Original Reversion Option” and collectively, the “Original Reversion Options”.

L. The current configuration of the Owned Properties and the Leased Property is shown in Exhibit “A”, attached hereto.

M. The Parties have agreed to modify the configuration and ownership of the Owned Properties and the location of the Leased Property to conform to Lot 3 as shown on Exhibit “B” and provide for the City to retain an additional 10-acre parcel as shown as Lot 5 also on Exhibit “B” (the “Realigned Properties”).

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference.
2. Adjustment of Property Lines. The Parties hereby agree to take the following steps to modify the location of the Leased Property and the configuration of the Owned Properties as set forth below:
 - (a) Upon the Transfer Date (defined hereinafter below):
 - (i) Copa will thereafter own the real property identified as Lot 1 as generally shown on Exhibit “B” and legally described and depicted on Exhibit “C”.
 - (ii) PRLG will thereafter own the real property identified as Lot 2 as generally shown on Exhibit “B” and legally described depicted on Exhibit “D”.
 - (iii) E Jaicks will thereafter own the real property identified as Lot 4 as generally shown on Exhibit “B” and legally and depicted on Exhibit “E”.

(iv) PHX Surf will thereafter lease the real property identified as Lot 3, which will be owned by the City, as generally shown on Exhibit “B” and legally described and depicted on Exhibit “F”.

(v) City will thereafter own the real property identified as Lot 3 and Lot 5 as generally shown on Exhibit “B”.

3. Title Company. The Parties have agreed to use: Leisa Small, Commercial Escrow Officer, Old Republic Title, 2375 E. Camelback Road, Suite 203, Phoenix, AZ 85016 P: 602-631-3767, F: 602-926-2426, email: LSmall@ortc.com (“Title Company”) to assist with this Agreement.

4. Transfer Date. No later than thirty (30) days after the Effective Date of this Agreement, unless otherwise agreed to by the Parties (the “Transfer Date”), the Parties will take the following steps in the following order and use commercially reasonable efforts to do so on the same day:

(a) Deeds to the City. The PHX Surf Parties, as applicable, will execute special warranty deeds (in the same general format as the Original Deeds) conveying fee title ownership in the Owned Properties to the City, free and clear of all liens and encumbrances, except as disclosed in the title report and not specifically objected to by the City prior to the Transfer Date.

(b) Release of Original Deeds of Trust. The City will cause the Original Deeds of Trust to be released by recording deeds of release and reconveyance in a form reasonably acceptable to the Parties and the Title Company so as to not rely solely on the legal doctrine of merger of title to effectuate the release of the Original Deeds of Trust.

(c) Release of Original Reversion Options. The City will cause the release of the Original Reversion Options in a form reasonably acceptable to the Parties and the Title Company so as to not rely solely on the legal doctrine of merger of title to effectuate the release of the Original Reversion Options.

(d) City Deed to Combine All Parcels. The City will execute and record a deed from itself to itself to combine the Owned Properties and the Lease Property into a single parcel, (as described in Exhibit “J” attached hereto) which deed will be recorded in the Official Records so as to avoid any gaps, gores, slivers inadvertently created between the parcels.

(e) City Deed to Establish Lots 3 and 5. The City will execute two deeds from itself to itself and cause such deeds to be recorded in the Official Records to establish the legal boundaries of: (i) Lot 3 (as described in Exhibit “F”), and Lot 5 (as described in Exhibit “G”, attached hereto).

(f) Modification of Lease & Access / Parking Lot Easement. Upon execution of this Agreement, any amounts due and owing under the Lease including, but not limited to, back payments and late fees, will be paid in full. The Lease will be amended to eliminate profit participation / revenue sharing and a construction schedule, and will be modified to recognize the revised scope of work of a single lagoon, provide for payment terms of \$1,500.00 per month with an escalator clause based on the CPI, with a term of 50 years with specific rights to renew. Further, the legal description of the Leased Property will be updated to match the legal description of Lot 3 (as generally shown on Exhibit “B” and described on Exhibit “F”, attached hereto). Additionally,

the parties will modify any other terms deemed necessary by the Parties to conform to the intent of this Agreement. The PHX Surf Parties will cause PRLG to provide an ingress and egress easement and parking lot easement on the PRLG Property commencing at the eastern boundary of Lot 3 and extending east to the closest adjacent public right-of-way (i.e., Loma Road) and an easement for a parking lot in a form and substance to be approved by the Parties. Initially, the parking and access easement will be as generally shown on Exhibit “K”. The easement document will allow for the relocation of the easement area to a location mutually agreed to by the Parties, such approval not to be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, the access easement and parking lot easement will be recorded after the New Deed from the City to PRLG is recorded.

(g) Purchase Price & Payment. The Purchase Price for each of the Parcels, to be paid before or simultaneously with the recording of the New Deeds, is as follows:

(i)	<u>Lot 1 (Revised Copa Property):</u>	\$1,469,968.54 (less the \$10,000 deposit already made)
(ii)	<u>Lot 2 (Revised PRLG Property):</u>	\$1,465,150.73 (less the \$10,000 deposit already made)
(iii)	<u>Lot 4 (Revised E. Jaicks Property):</u>	\$1,469,968.54 (less the \$10,000 deposit already made)
(iv)	<u>Subtotal:</u>	\$4,400,000.00 (This price represents the reduced lease area and the City retaining Lot 5 as shown on Exhibit B.)
(v)	<u>Existing Deposit:</u>	\$30,000.00
(vi)	TOTAL CASH TO CLOSE:	\$4,370,000.00

(h) New Deeds from the City. The City will execute and cause to be recorded new special warranty deeds in the same form as the Original Deeds (“New Deed(s)”) to accomplish the following:

(i) Transfer fee title ownership of Lot 1 (as described in Exhibit “C”) to Copa (the “Revised Copa Property”).

(ii) Transfer fee title ownership of Lot 2 (as described in Exhibit “D”) to PRLG (the “Revised PRLG Property”).

(iii) Transfer fee title ownership of Lot 4 (as described in Exhibit “E”) to E Jaicks (the “Revised E Jaicks Property”).

(iv) The Revised Copa Property, the Revised PRLG Property, and the Revised E Jaicks Property may hereinafter be referred to as the “Revised Owned Properties”.

(i) Ingress/Egress Easement and Parking Lot Easement. As noted above in Section 4(f), the ingress / egress easement and parking lot easement will be recorded.

(j) Green Road Right-of-Way. PHX Surf Parties hereby acknowledge and agree that certain portions of the Parcels will be required for the construction and maintenance of Green Road, with such right-of-way being substantially similar to that depicted on Exhibit “L”. The PHX Surf Parties will execute any documentation necessary to dedicate the required property for the Green Road right-of-way to the City at the earlier of (i) upon request from the City, and (ii) once plans for Green Road are completed.

(k) State Route 238 Improvements.

i. Copa hereby acknowledges and agrees that a portion of the Revised Copa Property will be required for the expansion and maintenance of State Route 238, substantially similar to that depicted on Exhibit “M”, which work will be performed by the City with costs being split in accordance with the City’s applicable rules and regulations. Copa will dedicate the required property, to the extent not already dedicated, all as described in Exhibit “M”, attached hereto. Copa will execute and record the documentation necessary to convey such area upon the earlier of: (i) request from the City, and (ii) the development of the Property.

ii. At the same time as the dedication deed is recorded, Copa will also execute and record a temporary drainage easement adjacent to State Route 238, within the area described in Exhibit “N”, which temporary basin may be reconfigured with the development of the Property in accordance with City Standards. The standard form temporary drainage easement of the City will be used for this easement.

iii. Copa will also execute and record any documentation necessary for a temporary construction easement to allow the City to complete the improvements along State Route 238, within the area described in Exhibit “O”. The standard form temporary construction easement of the City will be used for this easement.

iv. Copa will also execute and record any documentation necessary for an access easement related to the improvements to State Route 238, as described in Exhibit “P”.

(l) Single Ownership of Parcels by Phx Surf Parties. It is acknowledged that the PHX Surf Parties may, at a time of their choosing after the City has been paid in full, transfer their ownership interest in the Revised Properties to a single entity, which is anticipated to be Eric Properties, LLC, an Arizona limited liability company.

5. Grant of Option. City hereby grants E Jaicks an exclusive option to purchase all of the City’s interest in Lot 5 (the “Option”), as Lot 5 is illustrated in Exhibit “B” and described in Exhibit “G” of this Agreement, under the terms and conditions set forth herein with the purchase price being the fair market value for Lot 5 as determined by an appraisal performed by a certified appraiser mutually agreed upon by the parties. E Jaicks’ right to exercise its rights under this Option shall expire upon the earlier of: (i) thirty (30) days after the City gives E Jaicks notice of its intent to develop the property, and (ii) 5:00 p.m. (Arizona time) on _____, 2028 (i.e., two (2) years after the Effective Date of this Agreement)(the “Option Expiration Date”). The Option may only be exercised in gross; partial exercises are not allowed. If E Jaicks exercises its

option to purchase Lot 5, within thirty (30) days of the appraisal being complete, E Jaicks and the City shall sign a purchase agreement, in a form acceptable to both parties with a thirty (30) day due diligence period and thirty (30) days to close thereafter.

6. Right of First Refusal. City also grants to E Jaicks a Right of First Refusal under this Agreement as set forth below in more detail.

(a) In the event City desires to offer all or a portion of Lot 5 for sale prior to the ROFR Expiration Date (as such phrase is defined below), Lot 5 shall first be offered in writing to E Jaicks for the fair market value as determined by a certified appraiser and for the terms and conditions that would reasonably be offered to a third party. Within fifteen (15) days after receipt of a written notice from City that it desires to sell Lot 5 together with an appraisal and reasonable terms to form a purchase agreement, E Jaicks shall either exercise its Right of First Refusal or decline to exercise such right by providing a written response to City. If E Jaicks exercises its right to purchase Lot 5, within thirty (30) days of the written response E Jaicks and the City shall thereafter sign a purchase agreement, in a form acceptable to both parties, with a thirty (30) day due diligence period and thirty (30) days to close thereafter.

(b) So long as the ROFR Expiration Date has not passed, and Lot 5 has not yet been sold to a third party, E Jaicks' rights under this Section 6 shall remain even if E Jaicks has previously declined to exercise its right under the same or similar conditions but for whatever reason Lot 5 was not sold to a third party.

(c) Nothing in this provision shall require E Jaicks to exercise its Right of First Refusal.

(d) The Right of First Refusal terminates on the ROFR Expiration Date set forth below.

7. ROFR Expiration Date. The rights of E Jaicks granted under Section 6 above, shall expire at 5:00 p.m. (Arizona time) on _____, 2031 (i.e., five (5) years after the Effective Date of this Agreement) (the "ROFR Expiration Date").

8. Notice of Exercise. Any notice provided by E. Jaicks, or its successor in interest, pursuant to an exercise of right or option under either Section 5 or 6 shall be in writing with a copy provided to the Escrow Agent at the addresses set forth herein at any time prior to the Option Expiration Date or the ROFR Expiration Date, and concurrently depositing into Escrow an earnest money deposit of Ten Thousand Dollars (\$10,000.00). The date that notice is given shall be referred to as the "Exercise Date". All notices sent pursuant to this Option shall be effective on the date when properly mailed. In the event the earnest money is not deposited on the Exercise Date, the notice shall be deemed defective and the City shall have the right to proceed with the development of or a sale of Lot 5 to a third party.

9. Memorandum of ROFR/Option. The Parties agree to enter into, execute and record a Memorandum of Realignment, Right of First Refusal and Option Agreement in the form attached hereto as Exhibit "H" ("Memorandum of ROFR/Option") which shall be received by Escrow Agent at the Transfer Date and recorded after the deeds of the Revised Owned Properties. The Parties also agree to provide written instructions to Escrow Agent regarding recordation of the Termination of Realignment, Right of First Refusal and Option Agreement ("Termination of ROFR/Option Agreement") in the form attached hereto as Exhibit "I" in the event E Jaicks' default,

declination of exercise or the passing of the Option Expiration Date and the ROFR Expiration Date.

10. Assignment of ROFR/Option Rights. Notwithstanding anything the contrary elsewhere in this Agreement, the rights afforded E Jaicks in Sections 5 and 6 above, shall be assignable by E. Jaicks to the successor owner of Lot 4.

11. Property Taxes. All real property taxes due and owing will be paid in full (or cause to be paid in full) by the PHX Surf Parties as of the date that the City transfers title to the Revised Owned Properties back to the PHX Surf Parties.

12. Costs. All costs associated with the Title Company, title insurance premiums, recording fees, etc. shall be paid for by the PHX Surf Parties. It is acknowledged that the City of Maricopa will get a standard owner's title insurance policy for Lot 3 and Lot 5.

13. Notices. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be deemed given if sent by email or personal delivery or facsimile transmission (facsimile transmission must include verification of transmission) or one (1) business day after being deposited with any commercial air courier or express service providing next day delivery, addressed as follows:

To the Seller: City of Maricopa
Attn: Benjamin Bitter
39700 West Civic Center Plaza
Maricopa, Arizona 85138
Email: Benjamin.Bitter@maricopa-az.gov

With copy to: Denis M. Fitzgibbons, City Attorney
Fitzgibbons Law Offices, P.L.C.
1115 E. Cottonwood Lane, Suite 150
P.O. Box 11208
Casa Grande, Arizona 85130-0148
Email: denis@fitzgibbonslaw.com

To PHX Surf Parties: Copa Surf LLC
Attn: Steve Howard
2026 E. Kenwood Cir.
Mesa, AZ 85213
Email: furthergolf@gmail.com

PRLG Holdings LLC
Attn: Paul La Grassa
940 N. Vale
Mesa, AZ 85201
Email: paul.lagrassa@gmail.com

E Jaicks & PHX Surf
Erin La Grassa
940 N. Vale
Mesa, AZ 85201
Email: erin.lagrassa@gmail.com

With a copy to: Reese L. Anderson
Pew & Lake, PLC
1744 S. Val Vista, Suite 217
Mesa, Arizona 85204
Office: 480-461-4670
Email: reese.anderson@pewandlake.com

Escrow Agent: Leisa Small, Commercial Escrow Officer
Old Republic Title
2375 E. Camelback Road, Suite 203
Phoenix, AZ 85016
P: 602-631-3767
F: 602-926-2426
Email: LSmall@ortc.com

14. Time of the Essence; Date of Performance. Time is of the essence of this Agreement, and Buyer and the Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or the giving of any notice which is required hereunder, occurs on a Saturday, Sunday or legal holiday, the date for performance or giving of notice shall be the next succeeding business day.

15. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

16. Waiver. A waiver by any Party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

17. Entire Agreement. This Agreement, contains the entire agreement of the Parties hereto with respect to the matters covered hereby, supersedes all prior agreements, arrangements and understandings between the Parties and no other agreement, statement or promise made by any Party hereto that is not contained herein shall be binding or valid. All exhibits to this Agreement are by this reference incorporated herein.

18. Amendments. This Agreement may be amended only by written document signed by each of the Parties hereto.

19. Further Performance. Each Party shall, whenever and as often as it shall be requested by another Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and

delivered, such further instruments and documents, including supplemental escrow instructions, as may be reasonably necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

20. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A Party's signature on this Agreement or any amendment hereto may be provided by facsimile or electronically scanned and shall be effective upon transmission to the other Party hereto.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

22. Governing Law; Venue. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of Arizona, without giving effect to the principles of conflicts of law. The Parties agree that should any court action be commenced relating to this Agreement, that the Pinal County Superior Court shall be the appropriate and exclusive venue therefore. The Parties expressly waive any and all provisions of law providing for a change of venue to any other state or federal court.

23. Headings and Construction. The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular Section to which it refers. Where the context requires herein, the singular shall be construed as the plural, and neutral pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be constructed according to its fair meaning and neither for nor against either Party hereto.

24. Conflict of Interest. This Agreement is subject to the conflict-of-interest provisions set forth in A.R.S. § 38-511.

[Signatures appear on following pages]

Signature Page of the City

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:

CITY OF MARICOPA,
an Arizona municipal corporation

By: _____
Benjamin Bitter

Attest:

By: _____
Vanessa Bueras, MMC
City Clerk

Approved as to form:

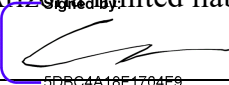
By: _____
Denis M. Fitzgibbons
City Attorney

Signature Page of the PHX Surf Parties

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

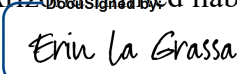
COPA:

COPA SURF LLC,
an Arizona limited liability company

By: 
5DB04A18F1704F9...
Steve Howard, Manager

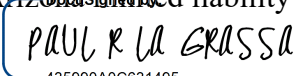
E JAICKS:

E JAICKS LLC,
an Arizona limited liability company

By: 
F14D6AF888CF4E9...
Erin La Grassa, Manager

PRLG:

PRLG HOLDINGS LLC,
an Arizona limited liability company

By: 
435000A0C631405...
Paul La Grassa, Manager

PHX SURF:

PHX SURF LLC,
an Arizona limited liability company

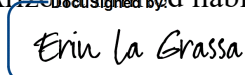
By: 
F14D6AF888CF4E9...
Erin La Grassa, Manager

EXHIBIT "A"
(Existing Property Lines)

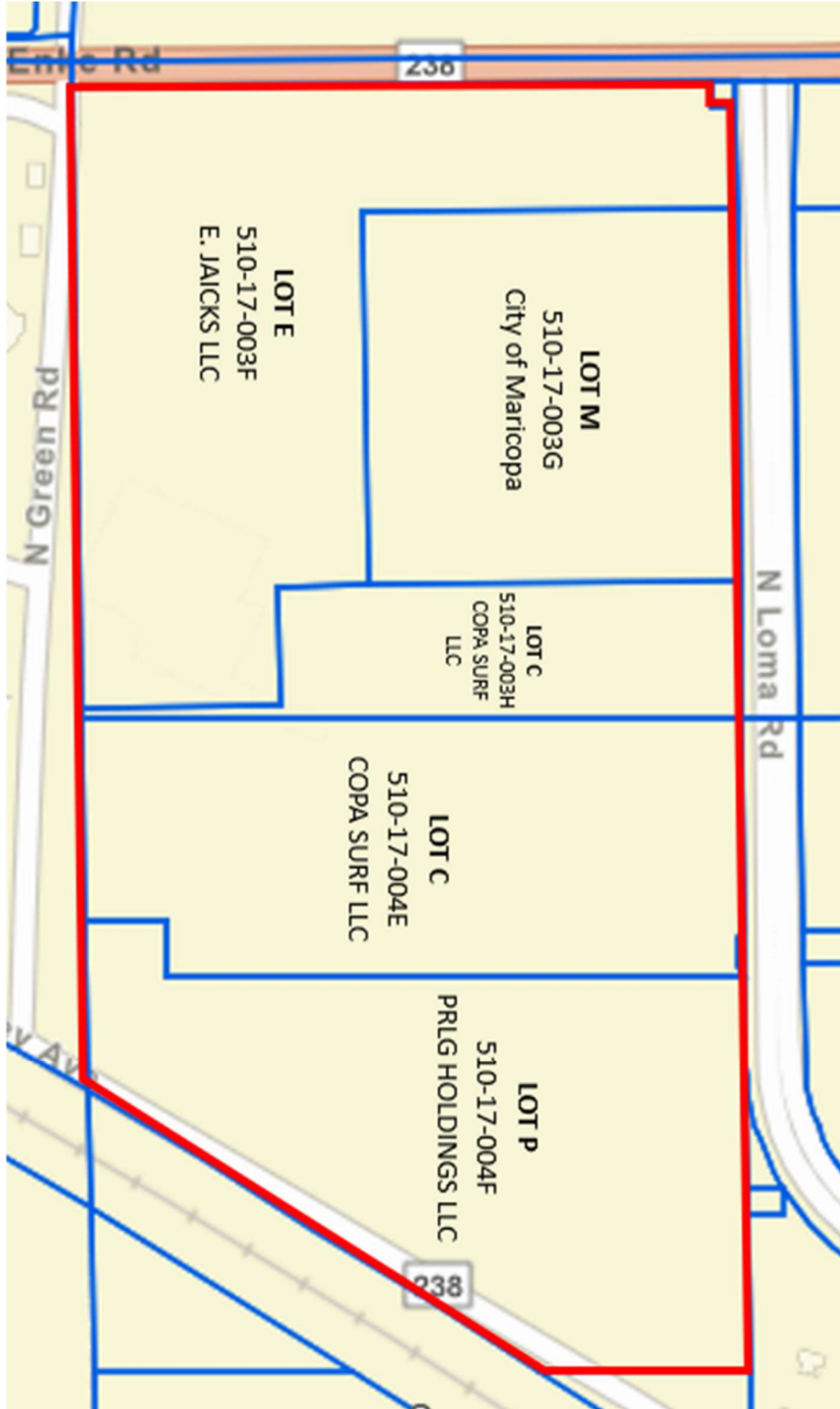
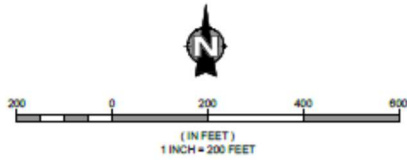
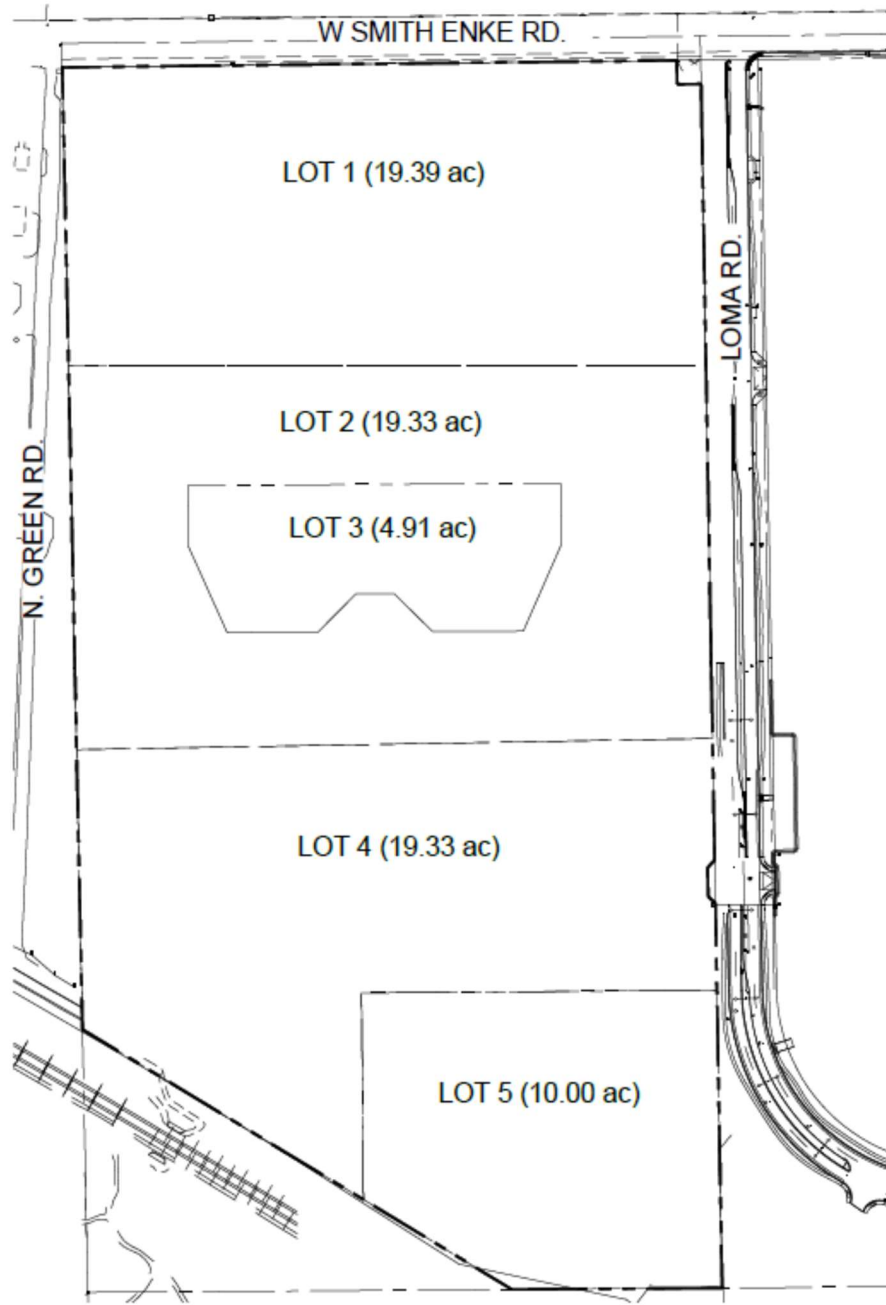


EXHIBIT "B"
(Map of Modified Parcel Lines After the Transfer Date)



03.06.2026

PHX Surf
MARICOPA AZ
FINAL UPDATED PARCEL LAYOUT
EXHIBIT A

EXHIBIT "C"
(Legal Description of Lot 1)

EXHIBIT "C"

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
 TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
 COUNTY OF PINAL, STATE OF ARIZONA

DESCRIPTION

A parcel of land located in the Northwest Quarter Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, County of Pinal, State of Arizona, being more particularly described as follows:

Considering the north line of the Northwest Quarter of Section 21 as bearing North 89° 21' 24" East, and with all bearings contained herein relative thereto:

COMMENCING at the northwest corner of said Section 21;

THENCE, along the west line of the Northwest Quarter of Section 21, South 01° 11' 49" East, a distance of 50.00 feet, to the south Right-of-Way line of State Highway 238 also being the **POINT OF BEGINNING**;

THENCE, along the south Right-of-Way line of State Highway 238, North 89° 21' 24" East, a distance of 1286.77 feet;

THENCE South 01° 00' 00" East, a distance of 50.00 feet;

THENCE North 89° 21' 24" East, a distance of 50.00 feet, to the west Right-of-Way line of North Loma Road;

THENCE, along the west Right-of-Way line of North Loma Road, South 01° 00' 00" East, a distance of 591.89 feet;

THENCE North 90° 00' 00" West, a distance of 1334.79 feet, to the west line of the Northwest Quarter of Section 21;

THENCE, along the west line of the Northwest Quarter of Section 21 North 01° 11' 49" West, a distance of 626.72 feet to the **POINT OF BEGINNING**.

Containing 19.39 acres (844,572 square feet) more or less.

May be subject to easements, rights-of-way, covenants and restrictions of record.


Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

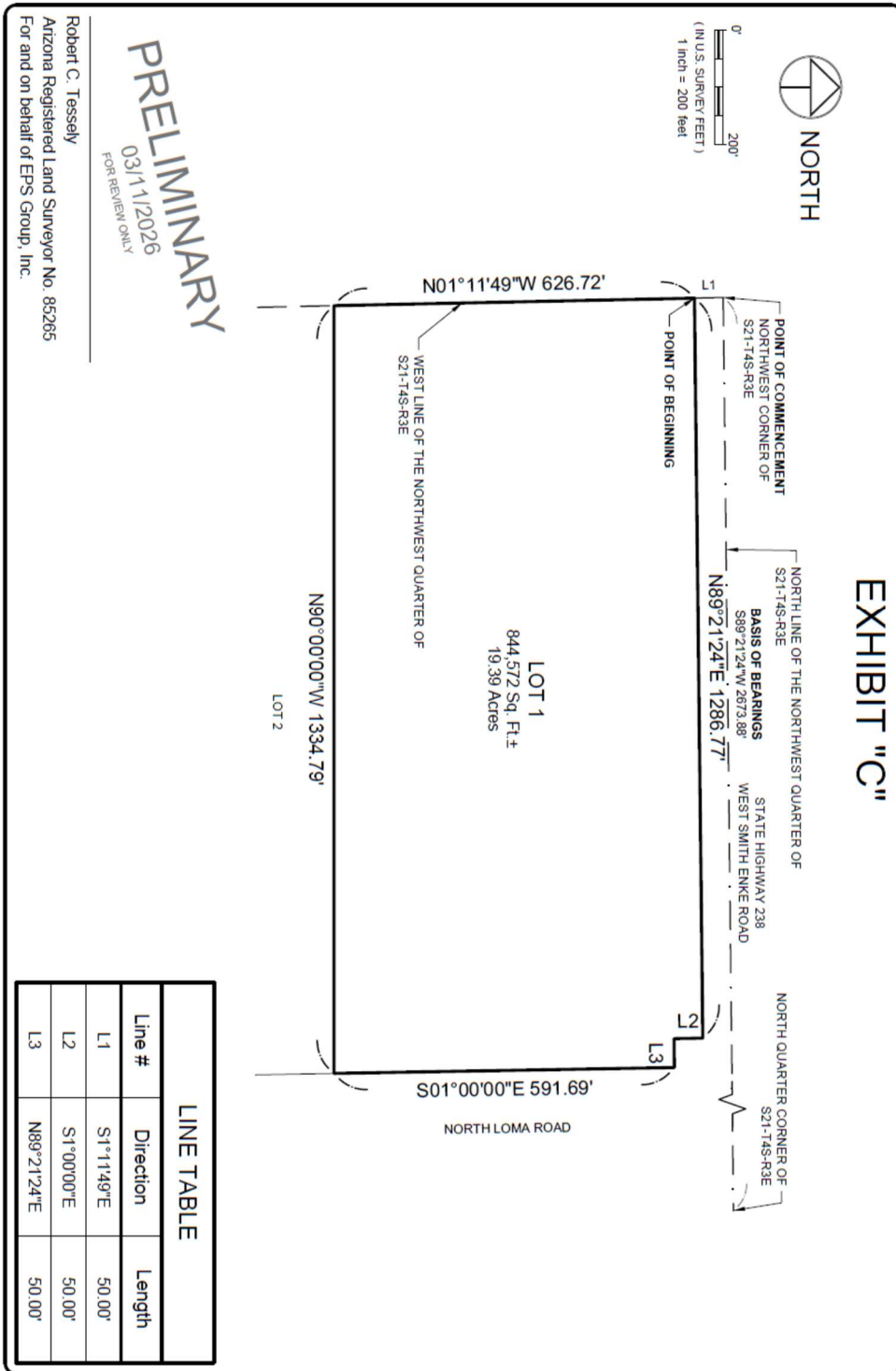
I, Robert C. Tessely, an Arizona Registered Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied.

PRELIMINARY
03/11/2026
FOR REVIEW ONLY

Robert C. Tessely
 Arizona Registered Land Surveyor No. 85265
 For and on behalf of EPS Group, Inc.

Sheet 1	 <small>975.221.4100 epsgroup.com ARIZONA COLORADO</small>	PROJECT: 24-0012	CLIENT: PHX SURF	THIS DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY. EXHIBITS OR ILLUSTRATIONS ARE PROVIDED TO AID IN VISUALIZATION AND INTERPRETATION OF THE WRITTEN DESCRIPTION. THE WRITTEN DESCRIPTION CONTROLS AND SUPERCEDES ANY EXHIBITS OR ILLUSTRATIONS ATTACHED HERETO.
Of 2 Sheets		DATE: 03/11/2026	SECTION-TWP-RGE: S21-T4S-R3E	
	DRAWN BY: JLB	REVIEW BY: RCT		

S:\Survey Jobs\24-0012\Dwg\Descriptions & Exhibits\24-0012 Lot 1.dwg



Robert C. Tessely
 Arizona Registered Land Surveyor No. 85265
 For and on behalf of EPS Group, Inc.

PRELIMINARY
 03/11/2026
 FOR REVIEW ONLY

LINE TABLE		
Line #	Direction	Length
L1	S1°11'49"E	50.00'
L2	S1°00'00"E	50.00'
L3	N89°21'24"E	50.00'

Sheet
2
 Of 2
 Sheets



PROJECT:
 24-0012
 DATE:
 03/11/2026
 DRAWN BY:
 JLB

CLIENT:
 PHX SURF
 SECTION-TWP-RGE:
 S21-T4S-R3E
 REVIEW BY:
 RCT

THIS DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY. EXHIBITS OR ILLUSTRATIONS ARE PROVIDED TO AID IN VISUALIZATION AND INTERPRETATION OF THE WRITTEN DESCRIPTION. THE WRITTEN DESCRIPTION CONTROLS AND SUPERCEDES ANY EXHIBITS OR ILLUSTRATIONS ATTACHED HERETO.

S:\Survey Jobs\24-0012\Drawings\Descriptions & Exhibits\24-0012 Lot 1.dwg

EXHIBIT "D"
(Legal Description of Lot 2)

EXHIBIT "D"

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
COUNTY OF PINAL, STATE OF ARIZONA

DESCRIPTION

A parcel of land located in the Northwest Quarter Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, County of Pinal, State of Arizona, being more particularly described as follows:

Considering the west line of the Northwest Quarter of Section 21 as bearing North 01° 11' 49" West, and with all bearings contained herein relative thereto:

COMMENCING at the northwest corner of said Section 21;

THENCE, along the west line of the Northwest Quarter of Section 21, South 01° 11' 49" East, a distance of 676.73 feet, to the **POINT OF BEGINNING** also being Point "A";

THENCE North 90° 00' 00" East, a distance of 1334.79 feet, to the west Right-of-Way line of North Loma Road;

THENCE, along the west Right-of-Way line of North Loma Road, South 01° 00' 00" East, a distance of 780.36 feet;

THENCE South 89° 00' 00" West, a distance of 1331.83 feet, to the west line of the Northwest Quarter of Section 21;

THENCE, along the west line of the Northwest Quarter of Section 21, North 01° 11' 49" West, a distance of 803.67 feet to the **POINT OF BEGINNING**. Containing 24.24 acres (1,055,901 square feet) more or less.

Excepting therefrom (Lot 3);

COMMENCING at aforementioned Point "A";

THENCE South 45° 08' 04" East, a distance of 353.78 feet to the **POINT OF BEGINNING**;

THENCE North 89° 42' 42" East, a distance of 780.00 feet; THENCE South 00° 17' 18" East, a distance of 129.09 feet;

THENCE South 24° 15' 03" West, a distance of 196.98 feet; THENCE South 89° 42' 42" West, a distance of 190.00 feet;

THENCE North 44° 42' 42" West, a distance of 113.14 feet; THENCE South 89° 42' 42" West, a distance of 80.00 feet;

THENCE South 45° 17' 18" West, a distance of 113.14 feet; THENCE South 89° 42' 42" West, a distance of 190.00 feet;

THENCE North 23° 40' 27" West, a distance of 196.98 feet; THENCE North 00° 17' 18" West, a distance of 129.09 feet to the **POINT OF BEGINNING**. Containing 4.91 acres (213,887 square feet) more or less.

Net area of said parcel contains 19.33 acres (842,014 square feet), more or less, and may be subject to easements and right-of-ways now on record or existing.

May be subject to easements, rights-of-way, covenants and restrictions of record.


Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

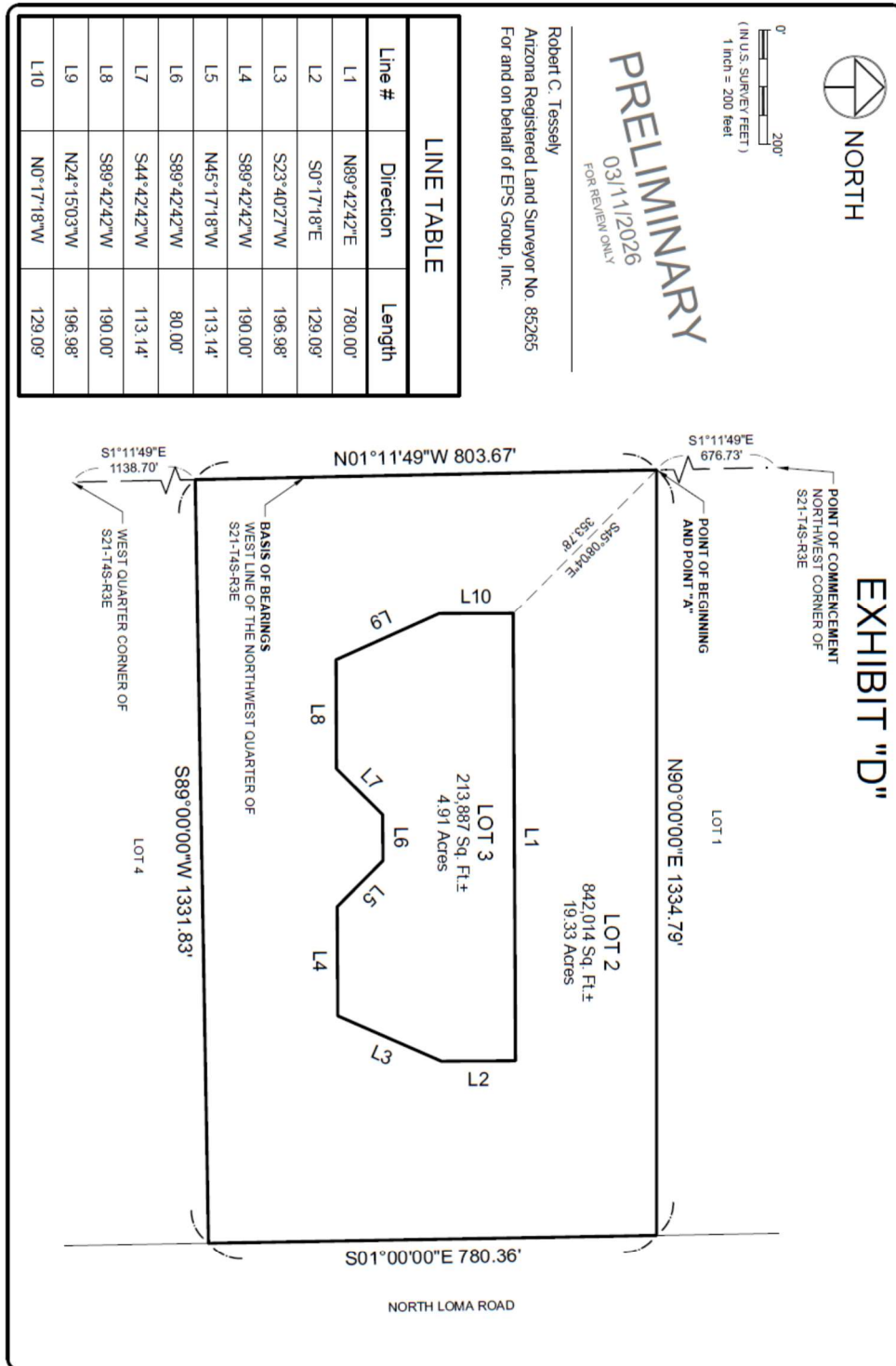
I, Robert C. Tessely, an Arizona Registered Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied.

PRELIMINARY
03/11/2026
FOR REVIEW ONLY

Robert C. Tessely
Arizona Registered Land Surveyor No. 85265
For and on behalf of EPS Group, Inc.

Sheet 1	 <small>970.221.4100 #epsgr01ncz00m ARIZONA COLORADO</small>	PROJECT: 24-0012	CLIENT: PHX SURF	THIS DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY. EXHIBITS OR ILLUSTRATIONS ARE PROVIDED TO AID IN VISUALIZATION AND INTERPRETATION OF THE WRITTEN DESCRIPTION. THE WRITTEN DESCRIPTION CONTROLS AND SUPERCEDES ANY EXHIBITS OR ILLUSTRATIONS ATTACHED HERETO.
Of 2 Sheets		DATE: 03/11/2026	SECTION-TWP-RGE: S21-T4S-R3E	
		DRAWN BY: JLB	REVIEW BY: RCT	

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Sheet
2
Of 2
Sheets



PROJECT:
24-0012

DATE:
03/11/2026

DRAWN BY:
JLB

CLIENT:
PHX SURF

SECTION-TWP-RGE:
S21-T4S-R3E

REVIEW BY:
RCT

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EXHIBITS OR ILLUSTRATIONS ARE
PROVIDED TO AID IN VISUALIZATION
AND INTERPRETATION OF THE
WRITTEN DESCRIPTION. THE
WRITTEN DESCRIPTION CONTROLS
AND SUPERCEDES ANY EXHIBITS OR
ILLUSTRATIONS ATTACHED HERETO.

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EXHIBIT "E"
(Legal Description of Lot 4)

EXHIBIT "E"

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
 TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
 COUNTY OF PINAL, STATE OF ARIZONA

DESCRIPTION

A parcel of land located in the Northwest Quarter Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, County of Pinal, State of Arizona, being more particularly described as follows:

Considering the west line of the Northwest Quarter of Section 21 as bearing North 01° 11' 49" West, and with all bearings contained herein relative thereto:

COMMENCING at the west quarter corner of said Section 21;

THENCE, along the west line of the Northwest Quarter of Section 21, North 01° 11' 49" West, a distance of 550.59 feet, to the **POINT OF BEGINNING**;

THENCE, along the west line of the Northwest Quarter of Section 21, North 01° 11' 49" West, a distance of 588.11 feet;

THENCE North 89° 00' 00" East, a distance of 1331.83 feet, to the west Right-of-Way line of North Loma Road;

THENCE, along the west Right-of-Way line of North Loma Road the following 5 bearings and distances:

THENCE South 01° 00' 00" East, a distance of 257.18 feet;

THENCE South 44° 00' 00" West, a distance of 21.21 feet;

THENCE South 01° 00' 00" East, a distance of 60.00 feet;

THENCE South 46° 00' 00" East, a distance of 21.21 feet;

THENCE South 01° 00' 00" East, a distance of 182.12 feet;

THENCE, departing said Right-of-Way line, South 89° 33' 39" West, a distance of 744.12 feet;

THENCE South 00° 31' 11" East, a distance of 432.49 feet, to the north Right-of-Way line of the Southern Pacific Railroad;

THENCE, along the north Right-of-Way line of the Southern Pacific Railroad, North 58° 48' 45" West, a distance of 687.80 feet to the **POINT OF BEGINNING**.

Containing 19.34 acres (842,255 square feet) more or less.

May be subject to easements, rights-of-way, covenants and restrictions of record.

Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

I, Robert C. Tessely, an Arizona Registered Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied.

PRELIMINARY
 03/11/2026
 FOR REVIEW ONLY

Robert C. Tessely
 Arizona Registered Land Surveyor No. 85265
 For and on behalf of EPS Group, Inc.

Sheet
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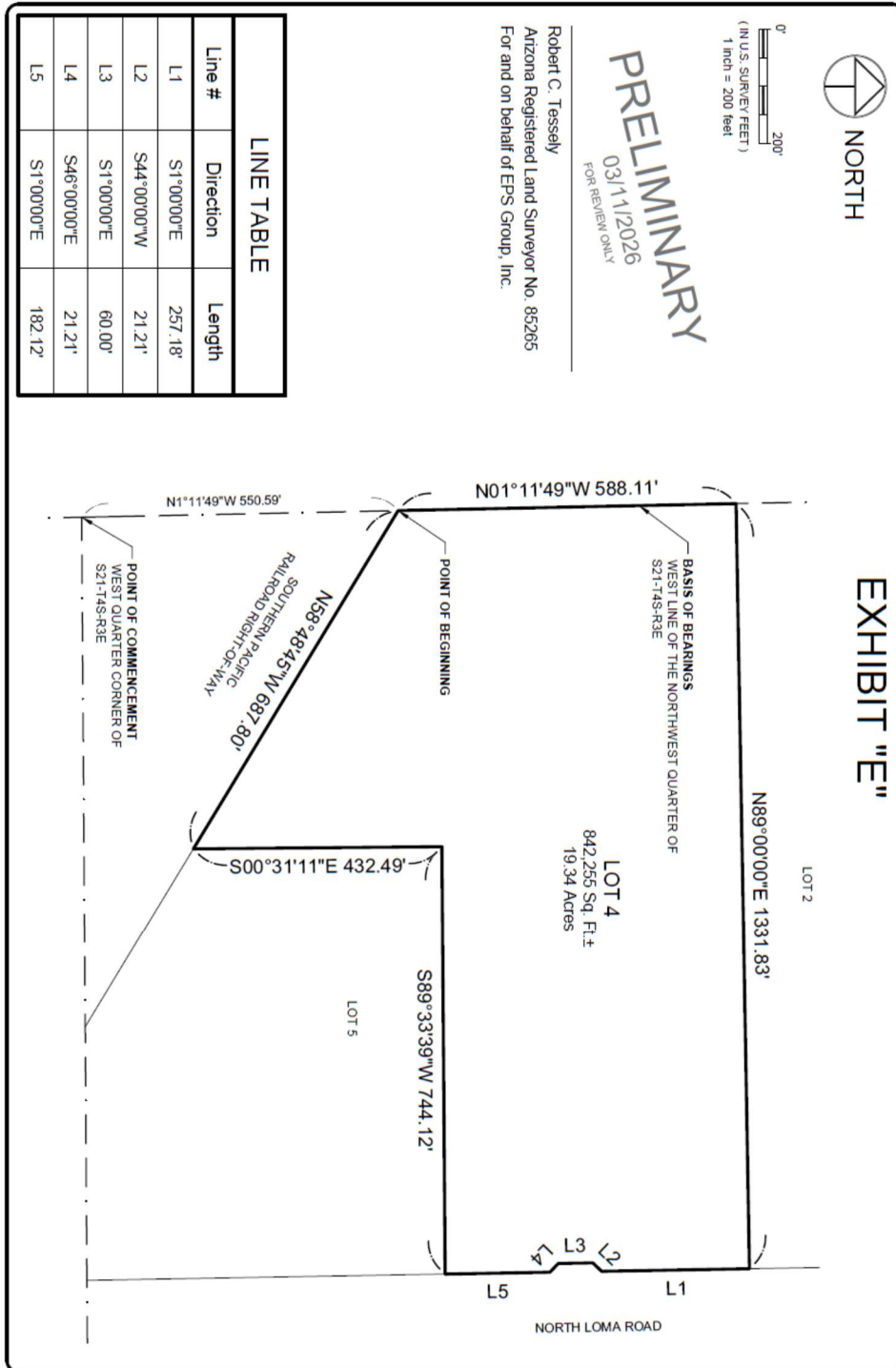


PROJECT:
24-0012
 DATE:
03/11/2026
 DRAWN BY:
JLB

CLIENT:
PHX SURF
 SECTION-TWP-RGE:
S21-T4S-R3E
 REVIEW BY:
RCT

THIS DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY. EXHIBITS OR ILLUSTRATIONS ARE PROVIDED TO AID IN VISUALIZATION AND INTERPRETATION OF THE WRITTEN DESCRIPTION. THE WRITTEN DESCRIPTION CONTROLS AND SUPERCEDES ANY EXHIBITS OR ILLUSTRATIONS ATTACHED HERETO.

S:\Survey Jobs\24-0012\Drawg\Descriptions & Exhibits\24-0012 Lot 4.dwg



0' 200'
 (IN U.S. SURVEY FEET)
 1 inch = 200 feet

PRELIMINARY
 03/11/2026
 FOR REVIEW ONLY

Robert C. Tessely
 Arizona Registered Land Surveyor No. 85265
 For and on behalf of EPS Group, Inc.

EXHIBIT "E"

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 Of 2
 Sheets



PROJECT:
 24-0012
 DATE:
 03/11/2026
 DRAWN BY:
 JLB

CLIENT:
 PHX SURF
 SECTION-TWP-RGE:
 S21-T4S-R3E
 REVIEW BY:
 RCT

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S:\Survey Jobs\24-0012\Dwg\Descriptions & Exhibits\24-0012 Lot 4.dwg

EXHIBIT "F"
(Legal Description of Lot 3, the Leased Property)

EXHIBIT "F"

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
 TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
 COUNTY OF PINAL, STATE OF ARIZONA

DESCRIPTION

A parcel of land located in the Northwest Quarter Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, County of Pinal, State of Arizona, being more particularly described as follows:

Considering the west line of the Northwest Quarter of Section 21 as bearing North 01° 11' 49" West, and with all bearings contained herein relative thereto:

COMMENCING at the northwest corner of said Section 21;
 THENCE, along the west line of the Northwest Quarter of Section 21, South 01° 11' 49" East, a distance of 676.73 feet;
 THENCE South 45° 08' 04" East, a distance of 353.78 feet to the **POINT OF BEGINNING**;
 THENCE North 89° 42' 42" East, a distance of 780.00 feet; THENCE South 00° 17' 18" East, a distance of 129.09 feet;
 THENCE South 24° 15' 03" West, a distance of 196.98 feet; THENCE South 89° 42' 42" West, a distance of 190.00 feet;
 THENCE North 44° 42' 42" West, a distance of 113.14 feet; THENCE South 89° 42' 42" West, a distance of 80.00 feet;
 THENCE South 45° 17' 18" West, a distance of 113.14 feet; THENCE South 89° 42' 42" West, a distance of 190.00 feet;
 THENCE North 23° 40' 27" West, a distance of 196.98 feet; THENCE North 00° 17' 18" West, a distance of 129.09 feet to the **POINT OF BEGINNING**.

Containing 4.91 acres (213,887 square feet) more or less.

May be subject to easements, rights-of-way, covenants and restrictions of record.

Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

I, Robert C. Tessely, an Arizona Registered Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied.

PRELIMINARY
 03/11/2026
 FOR REVIEW ONLY

Robert C. Tessely
 Arizona Registered Land Surveyor No. 85265
 For and on behalf of EPS Group, Inc.

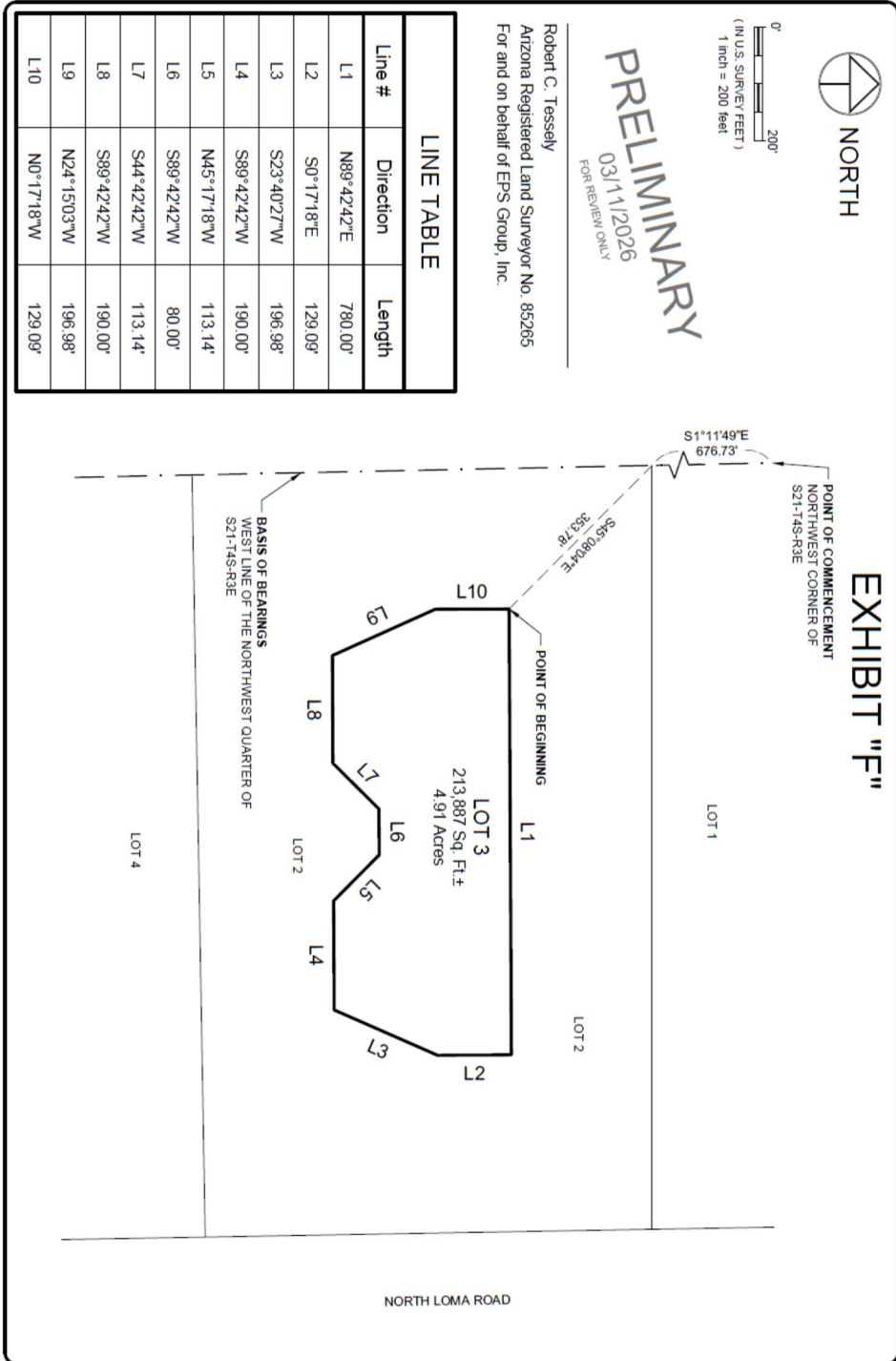
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PROJECT: 24-0012	CLIENT: PHX SURF
DATE: 03/11/2026	SECTION-TWP-RGE: S21-T4S-R3E
DRAWN BY: JLB	REVIEW BY: RCT

THIS DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY. EXHIBITS OR ILLUSTRATIONS ARE PROVIDED TO AID IN VISUALIZATION AND INTERPRETATION OF THE WRITTEN DESCRIPTION. THE WRITTEN DESCRIPTION CONTROLS AND SUPERCEDES ANY EXHIBITS OR ILLUSTRATIONS ATTACHED HERETO.

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PROJECT:
24-0012

DATE:
03/11/2026

DRAWN BY:
JLB

CLIENT:
PHX SURF

SECTION-TWP-RGE:
S21-T4S-R3E

REVIEW BY:
RCT

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EXHIBIT "G"
(Legal Description of Lot 5, the City Retained Property)

EXHIBIT "G"

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
 TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
 COUNTY OF PINAL, STATE OF ARIZONA

DESCRIPTION

A parcel of land located in the Northwest Quarter Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, County of Pinal, State of Arizona, being more particularly described as follows:

Considering the west line of the Northwest Quarter of Section 21 as bearing North 01° 11' 48" West, and with all bearings contained herein relative thereto:
COMMENCING at the west quarter corner of said Section 21;
 THENCE, along the south line of the Northwest Quarter of Section 21, North 89° 36' 14" East, a distance of 887.76 feet, to the **POINT OF BEGINNING** along the north Right-of-Way line of the Southern Pacific Railroad;
 THENCE, along the north Right-of-Way line of the Southern Pacific Railroad, North 58° 48' 45" West, a distance of 363.35 feet;
 THENCE, departing said Right-of-Way line, North 00° 31' 11" West, a distance of 432.49 feet;
 THENCE North 89° 33' 39" East, a distance of 744.12 feet, to the west Right-of-Way line of North Loma Road;
 THENCE, along the west Right-of-Way line of North Loma Road, South 01° 00' 00" East, a distance of 823.39 feet, to the south line of the Northwest Quarter of Section 21;
 THENCE, along the south line of the Northwest Quarter of Section 21, South 89° 36' 14" West, a distance of 440.23 feet to the **POINT OF BEGINNING**.

Containing 10.01 acres (435,859 square feet) more or less.

May be subject to easements, rights-of-way, covenants and restrictions of record.

Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

I, Robert C. Tessely, an Arizona Registered Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied.

PRELIMINARY
 03/11/2026
 FOR REVIEW ONLY

Robert C. Tessely
 Arizona Registered Land Surveyor No. 85265
 For and on behalf of EPS Group, Inc.

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 Of 2
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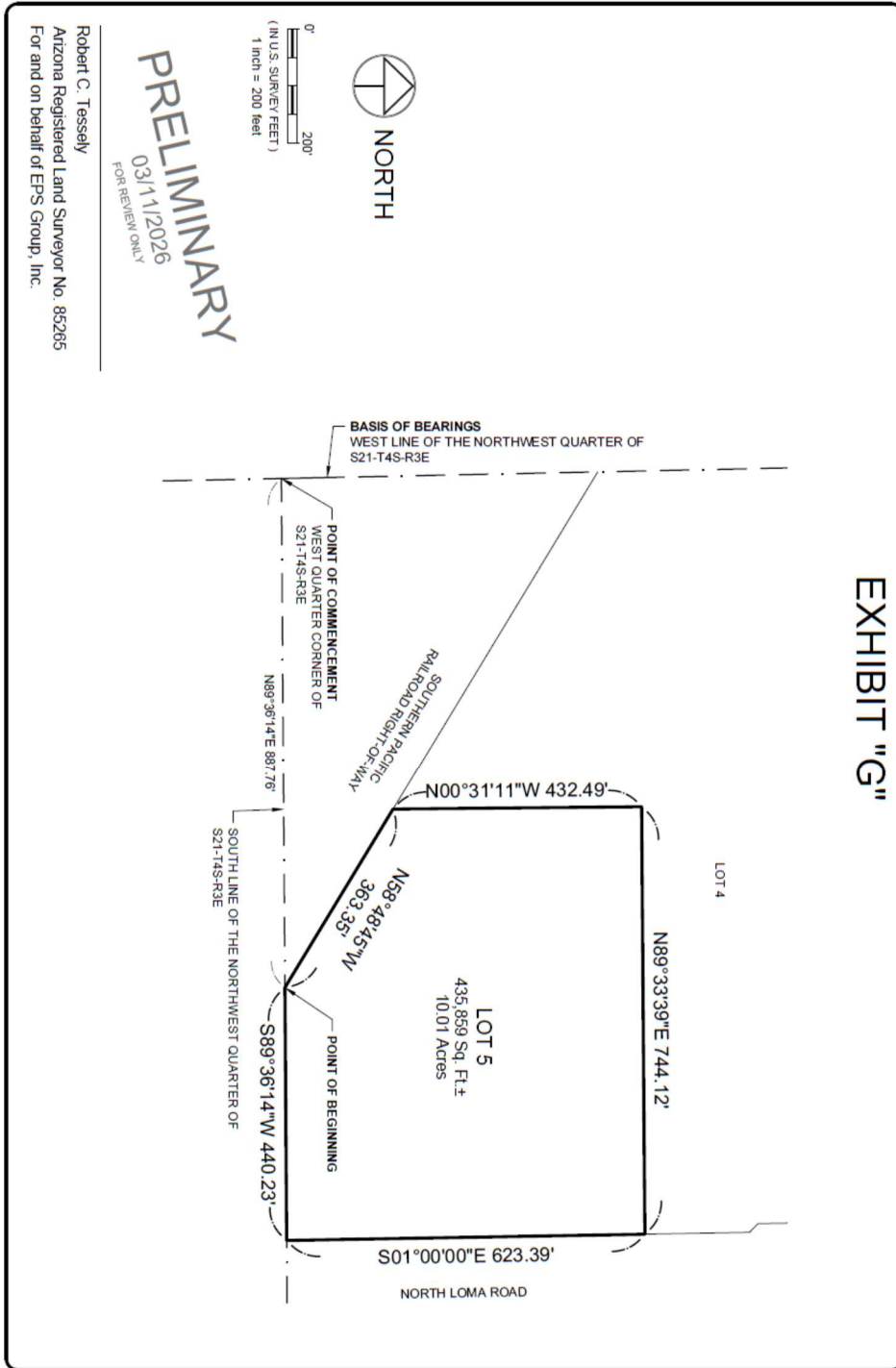


PROJECT:
 24-0012
 DATE:
 03/11/2026
 DRAWN BY:
 JLB

CLIENT:
 PHX SURF
 SECTION-TWP-RGE:
 S21-T4S-R3E
 REVIEW BY:
 RCT

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PROJECT:
24-0012

DATE:
03/11/2026

DRAWN BY:
JLB

CLIENT:
PHX SURF

SECTION-TWP-RGE:
S21-T4S-R3E

REVIEW BY:
RCT

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EXHIBIT “H”
(Form of Memorandum of Right of First Refusal and Option Agreement)

When Recorded Return to:
City of Maricopa
Attn: Benjamin Bitter
39700 West Civic Center Plaza
Maricopa, Arizona 85138

**MEMORANDUM OF RIGHT OF FIRST REFUSAL
AND OPTION AGREEMENT**

NOTICE IS HEREBY GIVEN, that on April ____, 2026, CITY OF MARICOPA, an Arizona municipal corporation (“City”) and E JAICKS, LLC, an Arizona limited liability company (the “E Jaicks”) entered into that certain Realignment, Right of First Refusal and Option Agreement (the “ROFR & Option Agreement”), whereby City granted to E Jaicks a right of first refusal to purchase and an option to purchase and acquire that certain real property more particularly described on Exhibit “A” attached hereto and by this reference incorporated herein (the “ROFR/Option Property”). This Option expires upon the earlier of: (i) thirty (30) days after the City gives E Jaicks notice of its intent to develop the property and (ii) _____, 2028. The Right of First Refusal expires on _____, 2031.

The purpose of this Memorandum of ROFR & Option Agreement is to give constructive notice to all persons dealing with the ROFR/Option Property that City and E Jaicks consider the ROFR & Option Agreement to be a binding agreement regarding the ROFR/Option Property, and that such ROFR & Option Agreement shall continue in full force and effect until the earlier to occur of (i) termination of the ROFR & Option Agreement; or (ii) written notice of termination of the ROFR & Option Agreement, as executed by City and E Jaicks, is recorded in the office of the Pinal County Recorder, State of Arizona.

This Memorandum of ROFR & Option Agreement is not a complete summary of the ROFR & Option Agreement. The provisions in this Memorandum of ROFR & Option Agreement shall not be used in interpreting the ROFR & Option Agreement. In the event of any conflict between the terms and provisions of this Memorandum of ROFR & Option Agreement and the ROFR & Option Agreement, the terms and provisions of the ROFR & Option Agreement shall govern and control.

[Signatures of the Parties Appear on the Following Pages]

CITY:

CITY OF MARICOPA,
an Arizona municipal corporation

By: _____
Benjamin Bitter, City Manager

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument entitled Memorandum of Realignment, Right of First Refusal and Option Agreement, consisting of ___ total pages, was acknowledged before me this ____ day of _____, 2026, by Benjamin Bitter, the City Manager of City of Maricopa, an Arizona municipal corporation, who acknowledged that he executed the foregoing on behalf of the City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

E JAICKS:

E JAICKS LLC,
an Arizona limited liability company

By: Erin La Grassa
F14D8AF808CF4E0...
Erin La Grassa, Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument entitled Memorandum of Realignment, Right of First Refusal and Option Agreement, consisting of ___ total pages, was acknowledged before me this ____ day of 4/14/2026, 2026, by Erin La Grassa, the Manager of E Jaicks LLC, an Arizona limited liability company, who acknowledged that she executed the foregoing on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

EXHIBIT "A" to Memorandum of Option
(Legal Description of the Option Property)

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
 TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
 COUNTY OF PINAL, STATE OF ARIZONA

DESCRIPTION

A parcel of land located in the Northwest Quarter Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, County of Pinal, State of Arizona, being more particularly described as follows:

Considering the west line of the Northwest Quarter of Section 21 as bearing North 01° 11' 49" West, and with all bearings contained herein relative thereto:

COMMENCING at the west quarter corner of said Section 21;

THENCE, along the south line of the Northwest Quarter of Section 21, North 89° 36' 14" East, a distance of 887.76 feet, to the **POINT OF BEGINNING** along the north Right-of-Way line of the Southern Pacific Railroad;

THENCE, along the north Right-of-Way line of the Southern Pacific Railroad, North 58° 48' 45" West, a distance of 363.35 feet;

THENCE, departing said Right-of-Way line, North 00° 31' 11" West, a distance of 432.49 feet;

THENCE North 89° 33' 39" East, a distance of 744.12 feet, to the west Right-of-Way line of North Loma Road;

THENCE, along the west Right-of-Way line of North Loma Road, South 01° 00' 00" East, a distance of 623.39 feet, to the south line of the Northwest Quarter of Section 21;

THENCE, along the south line of the Northwest Quarter of Section 21, South 89° 36' 14" West, a distance of 440.23 feet to the **POINT OF BEGINNING**.

Containing 10.01 acres (435,859 square feet) more or less.

May be subject to easements, rights-of-way, covenants and restrictions of record.

Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

I, Robert C. Tessely, an Arizona Registered Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied.

PRELIMINARY
 03/11/2026
 FOR REVIEW ONLY

Robert C. Tessely
 Arizona Registered Land Surveyor No. 85265
 For and on behalf of EPS Group, Inc.

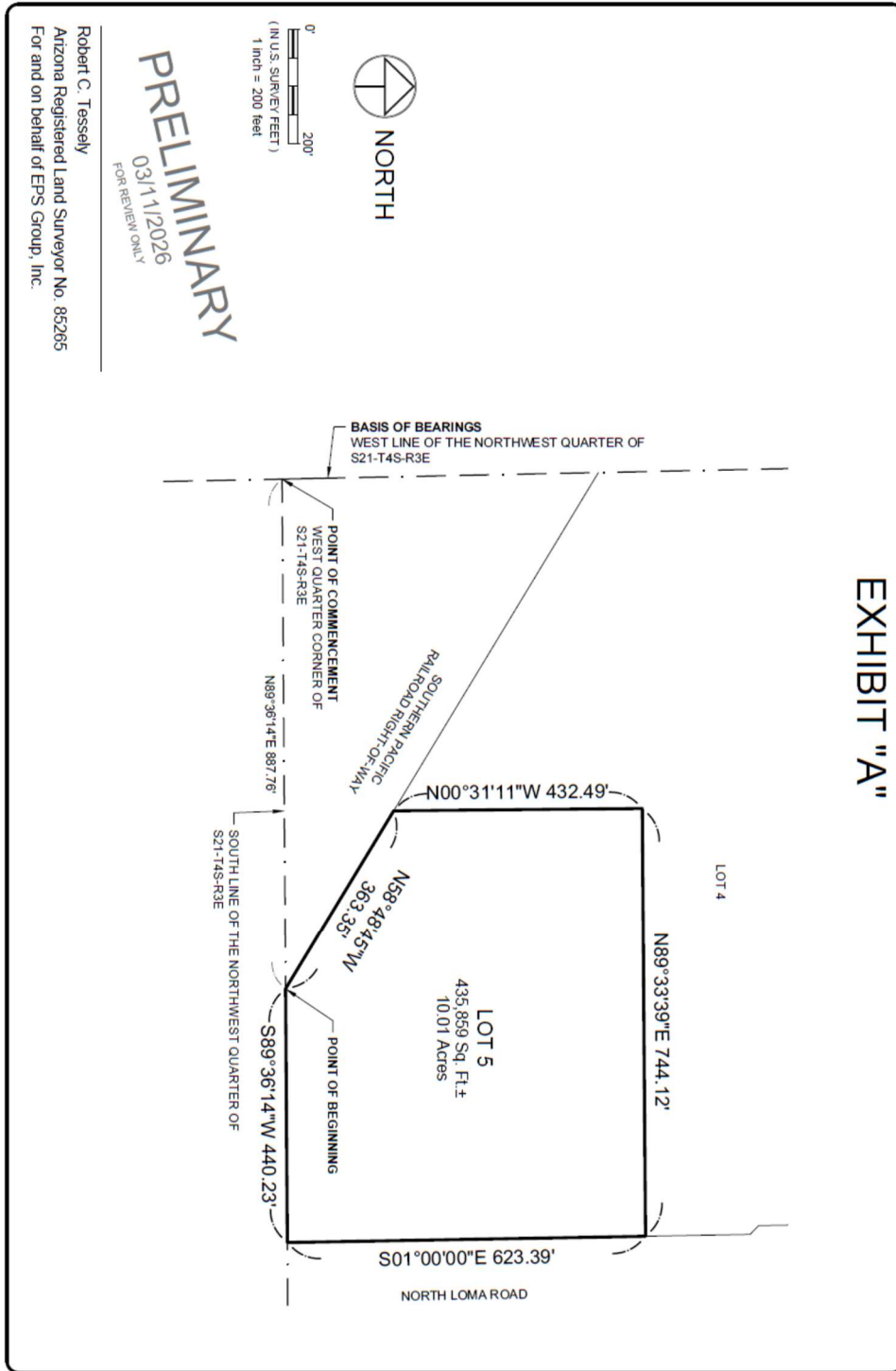
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 Of 2
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PROJECT: 24-0012	CLIENT: PHX SURF
DATE: 03/11/2026	SECTION-TWP-RGE: S21-T4S-R3E
DRAWN BY: JLB	REVIEW BY: RCT

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Robert C. Tessely
 Arizona Registered Land Surveyor No. 85285
 For and on behalf of EPS Group, Inc.

Sheet
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 Of 2
 Sheets



PROJECT:
24-0012

DATE:
03/11/2026

DRAWN BY:
JLB

CLIENT:
PHX SURF

SECTION-TWP-RGE:
S21-T4S-R3E

REVIEW BY:
RCT

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EXHIBIT “I”
(Form of Termination of ROFR & Option Agreement)

When Recorded Return to:
City of Maricopa
Attn: Benjamin Bitter
39700 West Civic Center Plaza
Maricopa, Arizona 85138

**TERMINATION OF RIGHT OF FIRST REFUSAL
AND OPTION AGREEMENT**

NOTICE IS HEREBY GIVEN, that the City of Maricopa, an Arizona municipal corporation (the “City”) and E Jaicks, LLC, an Arizona limited liability company (the “E Jaicks”) terminated that certain Realignment, Right of First Refusal and Option Agreement (the “ROFR/Option Agreement”), executed on or about _____, 2026 and referenced in that certain Memorandum of Realignment, Right of First Refusal and Option Agreement, recorded as Fee No. 2026_____ in the Official Records of Pinal County, Arizona for that certain real property more particularly described on Exhibit “A” attached hereto and by this reference incorporated herein (the “ROFR/Option Property”).

DATED this ____ day of _____, _____.

[Signatures of the Parties Appear on the Following Pages]

CITY:

CITY OF MARICOPA,
an Arizona municipal corporation

By: _____
Benjamin Bitter, City Manager

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument entitled Termination of Option Agreement and consisting of ____ total pages, was acknowledged before me this ____ day of _____, 2026, by Benjamin Bitter, the City Manager of the City of Maricopa, an Arizona municipal corporation, who acknowledged that he executed the foregoing on behalf of the City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

E JAICKS:

E JAICKS LLC,
an Arizona limited liability company

By: Erin La Grassa
F14D8AF898CF4E9...

Erin La Grassa, Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument entitled Termination of Realignment, Right of First Refusal and Option Agreement, consisting of ___ total pages, was acknowledged before me this ____ day of 4/14/2026, 2026, by Erin La Grassa, the Manager of E Jaicks LLC, an Arizona limited liability company, who acknowledged that she executed the foregoing on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

EXHIBIT "A" to Termination of Option Agreement
(Legal Description of the Option Property)

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
 TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
 COUNTY OF PINAL, STATE OF ARIZONA

DESCRIPTION

A parcel of land located in the Northwest Quarter Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, County of Pinal, State of Arizona, being more particularly described as follows:

Considering the west line of the Northwest Quarter of Section 21 as bearing North 01° 11' 49" West, and with all bearings contained herein relative thereto:

COMMENCING at the west quarter corner of said Section 21;

THENCE, along the south line of the Northwest Quarter of Section 21, North 89° 36' 14" East, a distance of 887.76 feet, to the **POINT OF BEGINNING** along the north Right-of-Way line of the Southern Pacific Railroad;

THENCE, along the north Right-of-Way line of the Southern Pacific Railroad, North 58° 48' 45" West, a distance of 363.35 feet;

THENCE, departing said Right-of-Way line, North 00° 31' 11" West, a distance of 432.49 feet;

THENCE North 89° 33' 39" East, a distance of 744.12 feet, to the west Right-of-Way line of North Loma Road;

THENCE, along the west Right-of-Way line of North Loma Road, South 01° 00' 00" East, a distance of 623.39 feet, to the south line of the Northwest Quarter of Section 21;

THENCE, along the south line of the Northwest Quarter of Section 21, South 89° 36' 14" West, a distance of 440.23 feet to the **POINT OF BEGINNING**.

Containing 10.01 acres (435,859 square feet) more or less.

May be subject to easements, rights-of-way, covenants and restrictions of record.


Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

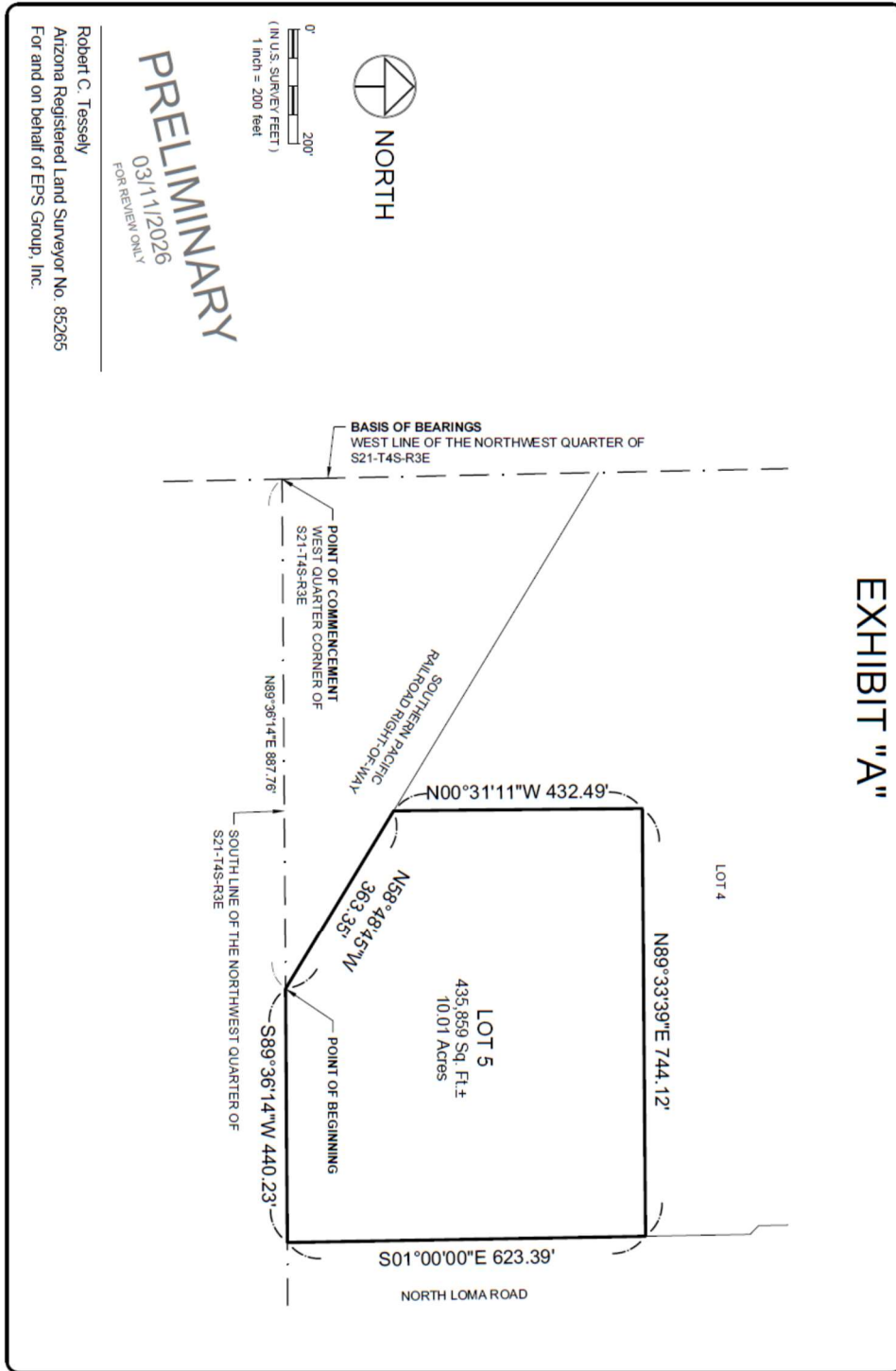
I, Robert C. Tessely, an Arizona Registered Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied.

PRELIMINARY
 03/11/2026
 FOR REVIEW ONLY

Robert C. Tessely
 Arizona Registered Land Surveyor No. 85265
 For and on behalf of EPS Group, Inc.

Sheet 1 Of 2 Sheets	 <p>975.221.4150 eps@epsgrp.com ARIZONA COLORADO</p>	PROJECT: 24-0012	CLIENT: PHX SURF	THIS DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY. EXHIBITS OR ILLUSTRATIONS ARE PROVIDED TO AID IN VISUALIZATION AND INTERPRETATION OF THE WRITTEN DESCRIPTION. THE WRITTEN DESCRIPTION CONTROLS AND SUPERCEDES ANY EXHIBITS OR ILLUSTRATIONS ATTACHED HERETO.
		DATE: 03/11/2026	SECTION-TWP-RGE: S21-T4S-R3E	
DRAWN BY: JLB	REVIEW BY: RCT			

S:\Survey Jobs\24-0012\Dwg\Descriptions & Exhibits\24-0012 Lot 5.dwg



Sheet
2
Of 2
Sheets



PROJECT:
24-0012

DATE:
03/11/2026

DRAWN BY:
JLB

CLIENT:
PHX SURF

SECTION-TWP-RGE:
S21-T4S-R3E

REVIEW BY:
RCT

THIS DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY. EXHIBITS OR ILLUSTRATIONS ARE PROVIDED TO AID IN VISUALIZATION AND INTERPRETATION OF THE WRITTEN DESCRIPTION. THE WRITTEN DESCRIPTION CONTROLS AND SUPERCEDES ANY EXHIBITS OR ILLUSTRATIONS ATTACHED HERETO.

S:\Survey_Jobs\24-0012\Dwg\Descriptions & Exhibits\24-0012 Lot 5.dwg

EXHIBIT "J"
(Combined Legal Description of All Parcels)

EXHIBIT "J"

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
 TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
 COUNTY OF PINAL, STATE OF ARIZONA

DESCRIPTION

A parcel of land located in the Northwest Quarter of Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, County of Pinal, State of Arizona, being more particularly described as follows:

Considering the west line of the Northwest Quarter of Section 21 as bearing North 01° 11' 49" West, and with all bearings contained herein relative thereto:

COMMENCING at the northwest corner of said Section 21;

THENCE, along the west line of the Northwest Quarter of Section 21, South 01° 11' 49" East, a distance of 50.00 feet, to the south Right-of-Way line of State Highway 238 also being the **POINT OF BEGINNING**;

THENCE, along the south Right-of-Way line of State Highway 238, North 89° 21' 24" East, a distance of 1286.77 feet;

THENCE South 01° 00' 00" East, a distance of 50.00 feet;

THENCE North 89° 21' 24" East, a distance of 50.00 feet, to the west Right-of-Way line of North Loma Road;

THENCE, along the west Right-of-Way line of North Loma Road, South 01° 00' 00" East, a distance of 1629.24 feet;

THENCE South 44° 00' 00" West, a distance of 21.21 feet;

THENCE South 01° 00' 00" East, a distance of 60.00 feet;

THENCE South 46° 00' 00" East, a distance of 21.21 feet;

THENCE South 01° 00' 00" East, a distance of 805.51 feet, to the south line of the Northwest Quarter of Section 21;

THENCE, along the south line of the Northwest Quarter of Section 21, South 89° 36' 14" West, a distance of 440.23 feet, to a point along the north Right-of-Way line of the Southern Pacific Railroad;

THENCE, along the north Right-of-Way line of the Southern Pacific Railroad, North 58° 48' 45" West, a distance of 1051.16 feet, to a point along the west line of the Northwest Quarter of Section 21;

THENCE, along the west line of the Northwest Quarter of Section 21, North 01° 11' 49" West, a distance of 2018.50 feet to the **POINT OF BEGINNING**.

Containing 72.97 acres (3,178,587 square feet) more or less.

May be subject to easements, rights-of-way, covenants and restrictions of record.

Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

I, Robert C. Tessely, an Arizona Registered Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied.

PRELIMINARY
 04/04/2026
 FOR REVIEW ONLY

Robert C. Tessely
 Arizona Registered Land Surveyor No. 85265
 For and on behalf of EPS Group, Inc.

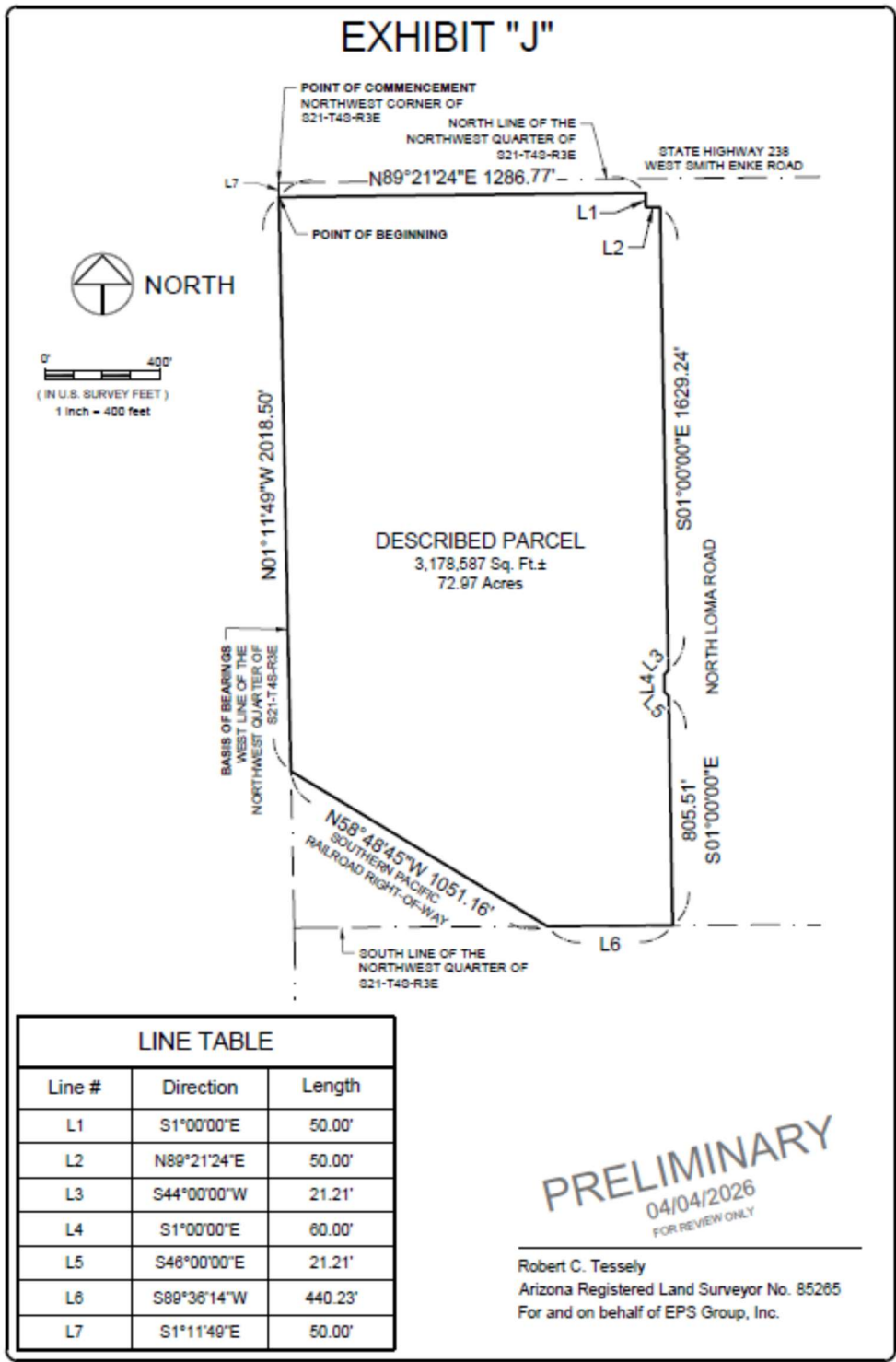
Sheet
1
 Of 2
 Sheets



PROJECT: 24-0012	CLIENT: PHX SURF
DATE: 04/04/2026	SECTION-TWP-RGE: S21-T4S-R3E
DRAWN BY: JLB	REVIEW BY: RCT

THIS DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY. EXHIBITS OR ILLUSTRATIONS ARE PROVIDED TO AID IN VISUALIZATION AND INTERPRETATION OF THE WRITTEN DESCRIPTION. THE WRITTEN DESCRIPTION CONTROLS AND SUPERCEDES ANY EXHIBITS OR ILLUSTRATIONS ATTACHED HERETO.

EXHIBIT "J"




LINE TABLE

Line #	Direction	Length
L1	S1°00'00"E	50.00'
L2	N89°21'24"E	50.00'
L3	S44°00'00"W	21.21'
L4	S1°00'00"E	60.00'
L5	S46°00'00"E	21.21'
L6	S89°36'14"W	440.23'
L7	S1°11'49"E	50.00'

PRELIMINARY
04/04/2026
FOR REVIEW ONLY

Robert C. Tessely
Arizona Registered Land Surveyor No. 85265
For and on behalf of EPS Group, Inc.

Sheet 2 Of 2 Sheets	 875.221.1158 eps@epsgroup.com ARIZONA COLORADO	PROJECT: 24-0012	CLIENT: PHX SURF	THIS DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY. EXHIBITS OR ILLUSTRATIONS ARE PROVIDED TO AID IN VISUALIZATION AND INTERPRETATION OF THE WRITTEN DESCRIPTION. THE WRITTEN DESCRIPTION CONTROLS AND SUPERCEDES ANY EXHIBITS OR ILLUSTRATIONS ATTACHED HERETO.
		DATE: 04/04/2026	SECTION-TWP-RGE: S21-T4S-R3E	
DRAWN BY: JLB	REVIEW BY: RCT			

S:\Survey Jobs\24-0012\Dwg\Descriptions & Exhibits\24-0012 Overall Description.dwg

EXHIBIT "K" (Depiction of Access and Parking Easement)



PHX Surf
20720 NORTH LOMA ROAD, MARICOPA, AZ

AOE
04
PROPERTY SITE PLAN
ACCESS EASEMENT PLAN

Exhibit "L" (Green Road Right-of-Way to be Dedicated)

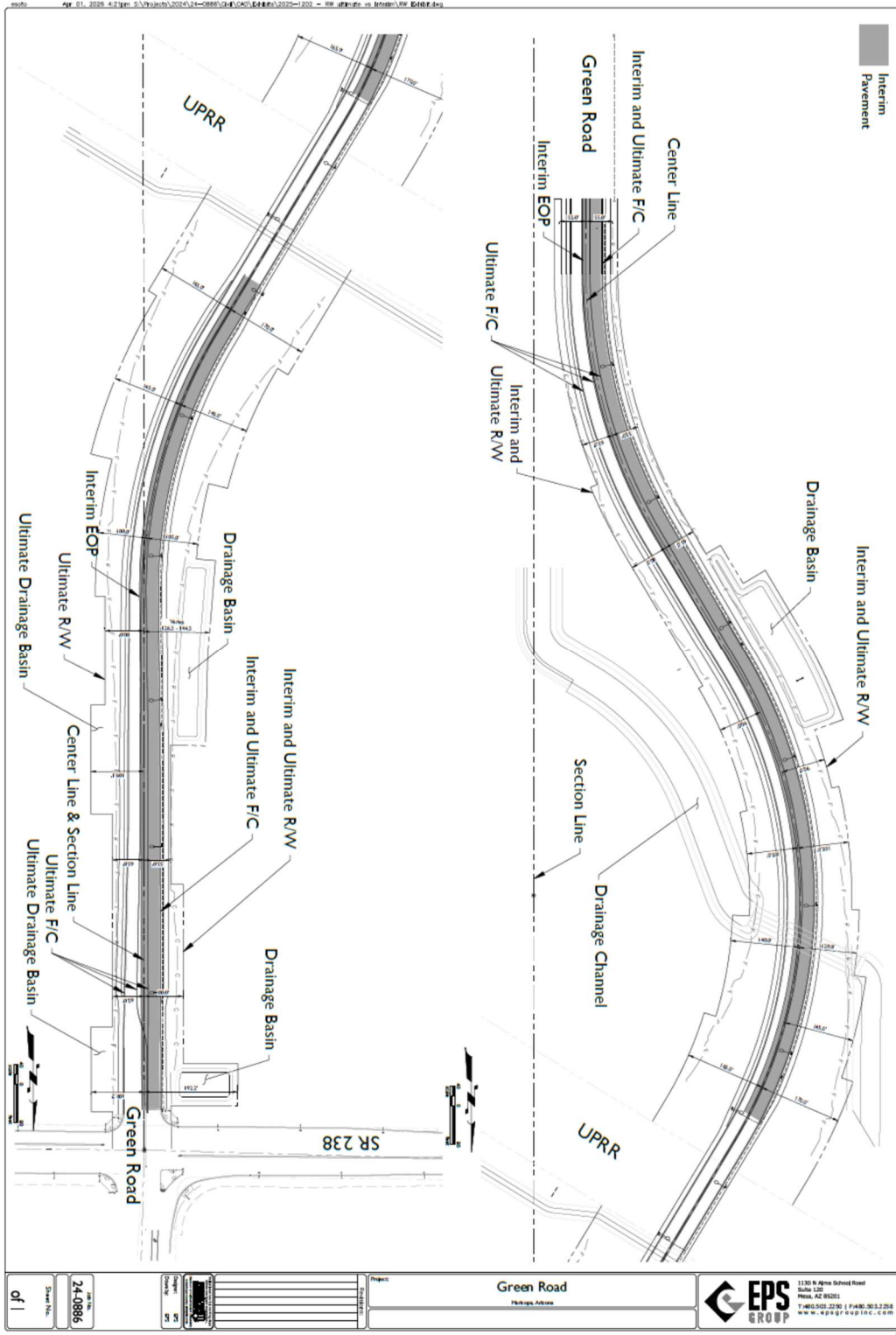


Exhibit "M"
(SR 238 Right-of-Way to be Dedicated)



APN 510-17-003F ROW

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
RIGHT OF WAY
APN 510-17-003F

Those portions of the parcel of land described in Pinal County Recorder (PCR) Fee # 2021-149729 lying in the Northwest Quarter of Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 21 a found ADOT HD BCHH from which the North Quarter Corner of said Section 21 a found ADOT HD BCHH Bears North 89 degrees 38 minutes 40 seconds East, a distance of 2,673.80 feet, said line being the North line of the Northwest Quarter of said Section 21, and said line being the basis of bearings for this description;

Thence along West line of said parcel South 00 degrees 54 minutes 25 seconds East, a distance of 50.00 feet to a point on the South right of way line of SR 238 SMITH ENKE ROAD and the **POINT OF BEGINNING**.

Thence along said South right of way line North 89 degrees 38 minutes 40 seconds East, a distance of 117.79 feet to a point;

Thence South 44 degrees 22 minutes 07 seconds West, a distance of 61.17 feet to a point;

Thence South 89 degrees 05 minutes 35 seconds West, a distance of 74.32 feet to a point on said West line of the Northwest Quarter of Section 21;

Thence along said West line North 00 degrees 54 minutes 25 seconds West, a distance of 44.18 feet to the **POINT OF BEGINNING**.

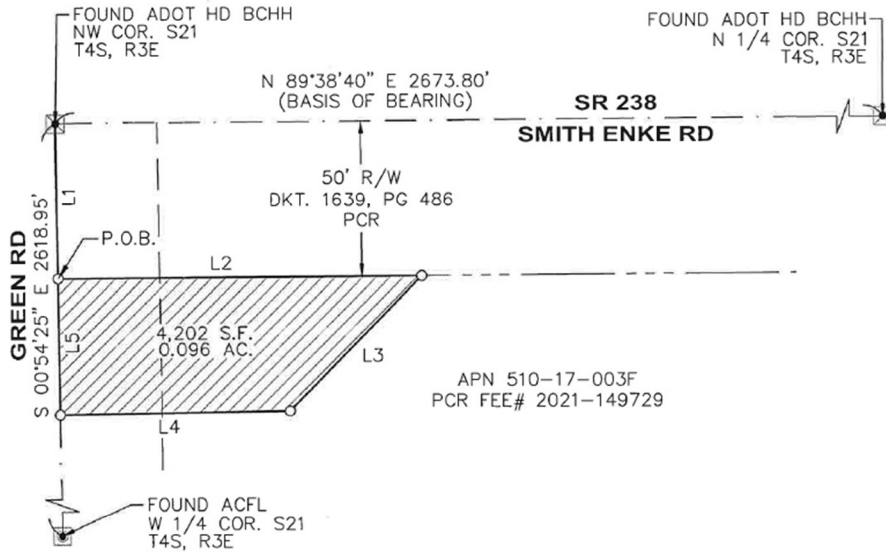
Containing an area of 4,202 SQUARE FEET or 0.096 ACRES, more or less.

See attached Exhibit "B"



EXHIBIT "B"

RIGHT-OF-WAY
APN 510-17-003F



APN 510-17-003F
PCR FEE# 2021-149729

SCALE: N.T.S.



LEGEND
 RIGHT-OF-WAY

BASIS OF BEARING
 THE NORTH LINE OF THE NORTHWEST
 QUARTER OF SECTION 21
 BEARING N 89°38'40" E

Entellus™
 3033 N. 44th Street, Suite 250
 Phoenix, AZ 85018
 Tel 602.244.2666
 Fax 602.244.6947
 Website: www.Entellus.com

CITY OF MARICOPA	
SR 238	
SECTION 21, T4S, R3E	
RIGHT-OF-WAY	
DATE: 2/28/25	REV'D:
DRAWN BY: JTP/CHK'D: DGF	PG: 2 OF 3
FILE: APN 510-17-003F_ROW (SR 238).DWG	

EXHIBIT "N"
(SR 238 Temporary Drainage Easement Area)



APN 510-17-003FDE

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT
APN 510-17-003F

That portion of the parcel of land described in Pinal County Recorder (PCR) Fee # 2021-149729 lying in the Northwest Quarter of Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 21 a found Arizona Department of Transportation Highway Department (ADOT HD) brass cap in hand hole from which the North Quarter Corner of said Section 21 a found Arizona Department of Transportation Highway Department (ADOT HD) brass cap in hand bears North 89 degrees 38 minutes 40 seconds East a distance of 2,673.80 feet, said line being the North line of the Northwest Quarter of said Section 21, and said line being the basis of bearings for this description;

Thence along said North line, North 89 degrees 38 minutes 40 seconds East a distance of 646.21 feet;

Thence South 00 degrees 21 minutes 20 seconds East a distance of 50.00 feet to a point on the existing south right-of-way line of Smith Enke Road and the **POINT OF BEGINNING**;

Thence along said south right-of-way line, North 89 degrees 38 minutes 40 seconds East a distance of 307.57 feet;

Thence South 00 degrees 21 minutes 20 East a distance of 125.12 feet to a point on a line parallel with and 175.12 feet distant from said North line;

Thence along said parallel line, South 89 degrees 38 minutes 40 seconds West a distance of 307.57 feet;

Thence North 00 degrees 21 minutes 20 seconds West a distance of 125.12 feet to the **POINT OF BEGINNING**.

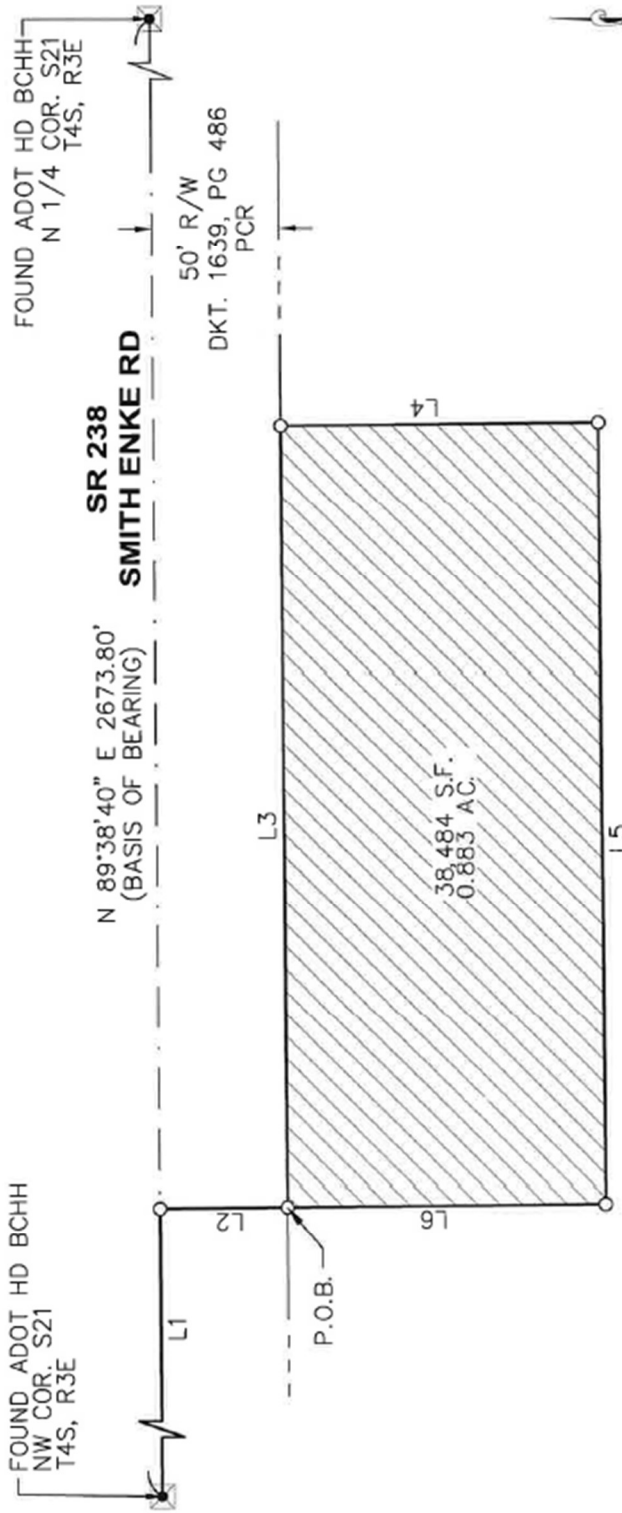
Containing an area of 38,484 SQUARE FEET or 0.883 ACRES, more or less.

See attached Exhibit "B"



EXHIBIT "B"

DRAINAGE EASEMENT
APN 510-17-003F



APN 510-17-003F
PCR FEE# 2021-149729

CITY OF MARICOPA
SR 238
SECTION 21, T4S, R3E
DRAINAGE EASEMENT
DATE: 12/9/25 REV'D:
DRAWN BY: VS CHK'D: DGF PG:2 OF 3
FILE: APN 510-17-003F_DE.DWG

Entellus™
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

LEGEND	DRAINAGE EASEMENT
BASIS OF BEARING	THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21 BEARING N 89°38'40" E

REGISTERED LAND SURVEYOR
ARIZONA, U.S.A.
CERTIFICATE NO. 33874
DANIEL G. FRANCETIC
Date Signed 12/17/23
Daniel G. Francetic

SCALE: N.T.S.

EXHIBIT "O"
(SR 238 Temporary Construction Easement Area)



APN 510-17-003F

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
TEMPORARY CONSTRUCTION EASEMENT
APN 510-17-003F

Those portions of the parcel of land described in Pinal County Recorder (PCR) FEE# 2021-149729 lying in the Northwest Quarter of Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and more particularly described as follows:

COMMENCING at the found ADOT HD BCHH at the Northwest Corner of said Section 21 from which a found ADOT HD BCHH at the North Quarter Corner of said Section 21 bears North 89 degrees 38 minutes 40 seconds East a distance of 2,673.80 feet, said line being the North line of the Northwest Quarter of said Section 21, and said line being the basis of bearings for this description;

Thence along the North line of said parcel of land North 89 degrees 38 minutes 40 seconds East a distance of 1,085.25 feet to a point;

Thence South 00 degrees 21 minutes 20 seconds East a distance of 50.00 feet to a point on the South right of way line of SR 238 SMITH ENKE RD. and the **POINT OF BEGINNING**.

Thence along said South right of way line North 89 degrees 38 minutes 40 seconds East a distance of 201.63 feet to a point;

Thence South 00 degrees 43 minutes 16 seconds East a distance of 10.00 feet to a point;

Thence South 89 degrees 38 minutes 40 seconds West a distance of 201.70 feet to a point;

Thence North 00 degrees 21 minutes 20 seconds West a distance of 10.00 feet to the **POINT OF BEGINNING**.

Containing an area of 2,017 SQUARE FEET or 0.046 ACRES, more or less

See attached Exhibit "B"



EXHIBIT "P"
(SR 238 Access Easement Area)



APN 510-17-003F_AE

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR
ACCESS EASEMENT
APN 510-17-003F**

That portion of the parcel of land described in Pinal County Recorder (PCR) Fee # 2022-010341 lying in the Northwest Quarter of Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 21 a found Arizona Department of Transportation (ADOT) horizontal benchmark from which the ADOT horizontal benchmark found at the Northwest Corner of said Section 21 bears South 89 degrees 38 minutes 40 seconds West a distance of 2,673.80 feet, said line being the North line of said Northwest Quarter, and said line being the basis of bearings for this description;

Thence south 89 degrees 38 minutes 40 seconds West a distance of 1277.27 feet to a point;

Thence South 00 degrees 43 minutes 16 seconds East a distance of 99.72 feet to a point;

Thence South 89 degrees 16 minutes 44 seconds West a distance of 60.00 to a point, said point is on the west right of way of Loma Road, said point is the **POINT OF BEGINNING**;

Thence along said west line South 00 degrees 43 minutes 16 seconds East a distance of 115.00 feet to a point;

Thence South 89 degrees 38 minutes 40 seconds West a distance of 40.00 feet to a point;

Thence North 00 degrees 43 minutes 16 seconds West a distance of 115.00 feet to a point;

Thence North 89 degrees 38 minutes 40 seconds East a distance of 40.00 feet to the **POINT OF BEGINNING**.

Containing an area of 4,600 SQUARE FEET or 0.105 ACRES, more or less.



6/5/2025

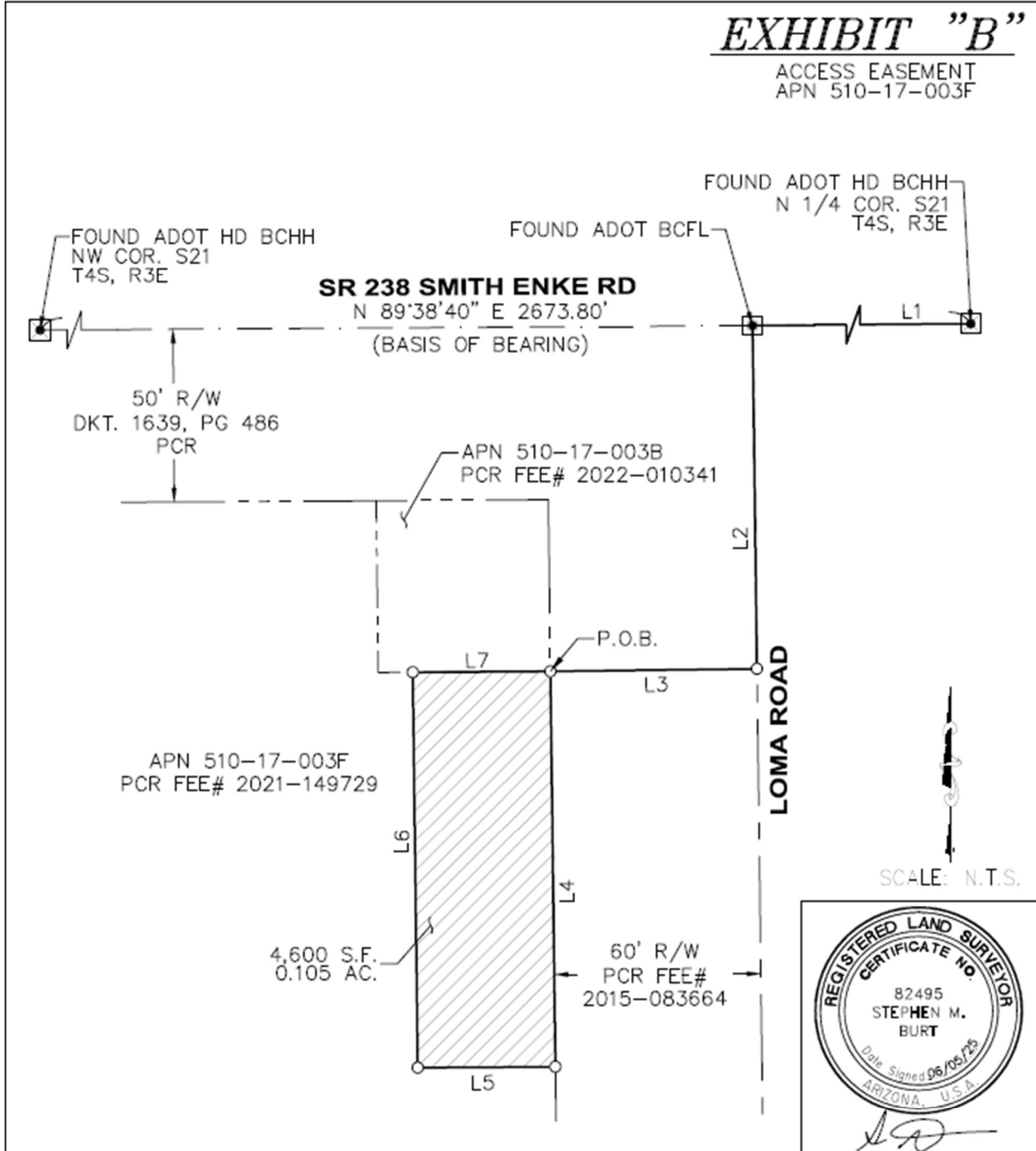
PAGE 1 OF 1

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EXHIBIT "B"

ACCESS EASEMENT
APN 510-17-003F



LEGEND
 ACCESS EASEMENT
BASIS OF BEARING
 THE NORTH LINE OF THE NORTHWEST
 QUARTER OF SECTION 21
 BEARING $N 89^{\circ}38'40'' E$

3033 N. 11th Street, Suite 250
 Phoenix, AZ 85018
 Tel: 602.211.2566
 Fax: 602.211.8917
 Website: www.Entellus.com

CITY OF MARICOPA	
SR 238	
SECTION 21, T4S, R3E	
ACCESS EASEMENT	
DATE: 5/16/25	REV'D:
DRAWN BY: VS	CHK'D: DGF
PG: 2 OF 3	
FILE: APN 510-17-003F_EA.DWG	