

When recorded, return to:

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

AND INTERGOVERNMENTAL AGREEMENT

(Ak-Chin Indian Community/City of Maricopa)

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2012 by and between the CITY OF MARICOPA, an Arizona municipal corporation ("City"), and the AK-CHIN INDIAN COMMUNITY, a federally recognized Indian tribe ("Owner") (City and Owner are collectively called the "Parties").

RECITALS

A. The Owner owns approximately 220 acres of land ("Property") located in an unincorporated area of Pinal County, Arizona. The Property is legally described and depicted on Exhibit "A" attached hereto.

B. City desires to annex the Property into the City because it provides a pathway to future annexation by the City of property located in Pinal County and within the City's planning area. The City initiated an Annexation Petition for the Property and other property dated _____, and recorded as Document No. _____, Official Records of Pinal County Recorder, as amended by the revised Annexation Petition for the Property and other property dated _____, and recorded as Document No. _____, Official Records of Pinal County Recorder (collectively, the "Annexation Petition").

C. Owner does not oppose the annexation and is willing to allow the Property to be annexed to the City based on the City's commitments in this Agreement regarding the annexation of the Property, the duration of this Agreement, the permitted uses, and the density and intensity of such uses on the Property, and all other matters relating to the development of the Property as described in this Agreement, including, but not limited to, the City's support of the Fee to Trust Applications, as described in Recital F, below.

D. The City's General Plan Land Use Map Designation for the Property is Employment/Industrial, which the Parties believe is appropriate and desirable for the Property. The annexation and development of the Property pursuant to this Agreement is acknowledged by the Parties to be consistent with the General Plan, and to operate to the benefit of the City, the Owner, and the general public.

E. The current Pinal County zoning designation for the Property is CI-2 (Heavy Industrial), which the Parties believe is appropriate and desirable for the Property. Upon annexation by the City of the Property, the Property will be accorded comparable zoning corresponding to its current zoning within Pinal County, which the City agrees is the CI-2 (Heavy Industrial) zoning category.

F. The Owner has submitted to the Bureau of Indian Affairs ("BIA") a Fee-to-Trust Non-gaming Application to transfer title to the Property and other adjacent property owned by it and collectively known as the Industrial/Airport Property to the United States of America to be held in trust for the Owner (the "Trust"). The Fee-to-Trust Non-gaming Application is known as the "Industrial/Airport Tract Application." The Owner also has submitted to the BIA another Fee-to-Trust Non-gaming Application for property known as the "Golf Course Tract" to transfer property owned by it located on the west side of the City into the Trust (the "Golf Course Application"). Collectively, the Industrial/Airport Tract Application and the Golf Course Tract Application are referred to herein as the "Fee-to-Trust Applications." The City is willing to support the Fee-to-Trust Applications by sending a letter of support for the Fee-to-Trust Applications to the BIA, by withdrawing letters opposing the Fee-to-Trust Applications previously written by the City, and otherwise reasonably cooperating with the Owner regarding the Fee-to-Trust Applications.

G. The Parties also have negotiated, and intend to execute, a separate agreement called the Intergovernmental Agreement (the "Intergovernmental Agreement"). The Intergovernmental Agreement and this Agreement are inter-related agreements and thus the Parties agree that this Agreement shall become null and void if the Intergovernmental Agreement is not executed by August 18, 2012.

H. A.R.S. §9-500.05 authorizes the City to enter into a development agreement with the Owner for the purposes of establishing the conditions, terms, restrictions and requirements for annexation of the Property by the City and other matters relating to the development of the Property.

I. A.R.S. §11-952 authorizes the City and the Owner to enter into intergovernmental agreements with one another for joint or cooperative action, and the purpose of this Agreement is to establish the Parties' intent to act cooperatively with regard to the Fee to Trust Applications and other matters.

NOW, THEREFORE, in consideration of the foregoing premises and agreements herein, the Parties hereto state, confirm, and agree as follows:

AGREEMENT:

1. Incorporation of Recitals and Exhibits. The foregoing recitals and all exhibits attached to this Agreement are hereby incorporated into this Agreement as though fully restated herein.

2. Annexation of the Property. The City can determine whether and when to proceed with annexation of the Property. Immediately after execution of this Agreement, which the Parties agree will occur during the City Council hearing at which it is approved, the Owner

will execute the Annexation Petition, which is attached hereto as Exhibit "B." Immediately after the Owner's execution of the Annexation Petition, and concurrently with the City's delivery of the signed Support Letter (as defined in Section 5, below) to the Owner, the Owner will deliver to the City the original executed Annexation Petition.

3. Equivalent Zoning. Contemporaneously with the adoption by the City of an ordinance annexing the Property and pursuant to A.R.S. § 9-471(L), the City will conduct such procedures as required for the Property to be accorded comparable zoning corresponding to its current zoning within Pinal County, which the City agrees is the CI-2 (Heavy Industrial) zoning category. The CI-2 (Heavy Industrial) zoning category shall govern future development on the Property for the term of this Agreement, which, as to the Property, is coterminous with the time that the Property is subject to the jurisdiction of the City (*i.e.*, for that time that the Property is owned by the Owner, and not held in Trust).

4. Current Use of the Property. All current uses of the Property and structures located on the Property will be permitted to exist in their current form and continue to be operated and maintained on the Property.

5. City Support of Fee to Trust Applications. Immediately after execution of this Agreement, the City will execute the support letter to the BIA attached hereto as Exhibit "C" (the "Support Letter"). Immediately after the City's execution of the Support Letter, and concurrently with the Owner's delivery of the signed Annexation Petition to the City, the City will deliver to the Owner the original executed Support Letter for the Owner to provide to the BIA. Thereafter, as requested by the Owner, the City will take all actions and execute all documents reasonably necessary to facilitate the acceptance of the Fee to Trust Applications by the BIA. The City agrees that it will not appeal to the Interior Board of Indian Appeals any decision by the BIA to accept the Industrial/Airport Property and the Golf Course Property into the Trust and will act consistently with the goals and purposes of this Agreement.

6. Development of the Property.

a. Vested Rights. The City agrees that the Owner is deemed to have a contractually vested right under this Agreement to develop the Property in accordance with this Agreement and the CI-2 (Heavy Industrial) zoning category. The City will not initiate any changes or modifications to the Property's zoning, except at the request of the Owner.

b. Use of County Plan Review and Inspection Processes and Staff. Because the Property is part of the Industrial/Airport Property, the majority of which will remain in Pinal County, the City agrees that it is more practical for the development of the Property and the remainder of the Industrial/Airport Property to be subject to the review and approval of a single governmental entity, and also agrees that, if requested by the Owner, Pinal County (and not the City) will perform all building plan review and approval, permitting, inspections, and other development related functions and approvals for development that occurs on the Property. The Owner will pay all site and building plan review, inspection, building permit, and other similar fees to the County for the County's services; thus, the City agrees that it will not charge the Owner any fees related to plan review, inspection, building permit, and other similar functions.

c. Development Fees. The Owner will be responsible for the construction of any on-site infrastructure necessary to accommodate development on the Property. Because the Parties anticipate that the Property will be owned by the United States of America in trust for the Owner, the Parties agree that it is unlikely that the Owner will benefit from the City's development fee program or the City services that result therefrom. Thus, the City agrees that it will not charge or require payment by the Owner of any development or other fee, however denominated, related to development on the Property.

d. Improvement or other Special Districts. The City agrees that it will not include the Property in any improvement or other special district without the Owner's express consent.

7. Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties hereto. Within ten (10) days after any such amendment or cancellation of this Agreement, the City will record such amendment or cancellation in the Official Records of Pinal County, Arizona.

8. Notice.

8.1 Manner of Service. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith ("Notices") will be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified United States Postal Service Mail, return receipt requested, postage prepaid to:

If to the City:

City of Maricopa
45145 W. Madison Avenue
Maricopa, Arizona 85239
Attn: City Manager

With a copy to:

Fitzgibbons Law Offices P.L.C.
1115 E. Cottonwood Lane, Ste 150
Casa Grande, AZ 85222
Attn: Denis Fitzgibbons

If to the Owner:

Ak-Chin Indian Community
42507 West Peters & Nall Road
Maricopa, Arizona 85138
Attn: Louis J. Manuel, Jr., Chairman

With a copy to:

Dana Stagg Belknap
Gallagher & Kennedy, P.A.
2575 E. Camelback Road
Phoenix, Arizona 85016

And:

William Strickland, Jr.
Strickland and Strickland, P.C.

••

4400 East Broadway, Suite 700
Tucson, Arizona 85711

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address Notice will be given at least ten (10) days before the date on which the change is to become effective.

8.2 Mailing Effective. Notices given by mail must be to the addresses provided above and be by certified mail, return receipt requested. Notices are deemed effective on the date written on the return receipt.

9. General Provisions.

9.1 Waiver. No delay in exercising any right or remedy will constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement will be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

9.2 Attorneys' Fees and Costs. If legal action by either party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs.

9.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.4 Headings. The description headings of the paragraphs of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and will not be changed or added to except in the manner provided in Section 7 above. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written with regard to the subject matter of this Agreement, other than specifically incorporated herein by reference, are superseded by this Agreement.

9.6 Governing Law; Venue. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any action brought by either party for the purpose of compelling arbitration or enforcing the arbitrator's decision, as provided in Section 9.9 below, shall be brought in the Pinal County Superior Court for the State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

9.7 Recordation. No later than ten (10) days after the City and the Owner have executed this Agreement, the City shall cause it to be recorded in its entirety in the Official Records of Pinal County, Arizona.

9.8 Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("Cure Period"), shall constitute a default under this Agreement; provided, however, that if the failure or delay 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 such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies legally and equitably available to it under the terms of this Agreement. Notwithstanding the foregoing, the Parties agree that the remedies available to the non-defaulting party for award by the arbitrator (as provided in Section 9.9, below) shall be limited to specific performance, declaratory relief, and injunctive relief.

9.9 Dispute Resolution/Owner's Limited Waiver Of Sovereign Immunity.

a. Dispute Resolution. Any dispute between the Parties hereto regarding the interpretation, performance, breach, or enforcement of this Agreement shall be submitted to and resolved by arbitration in accordance with procedures mutually agreed to by the Parties hereto or, when the Parties cannot agree, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbiter's authority shall be limited to granting only specific performance, declaratory relief, and injunctive relief, and, except for attorneys' fees and costs authorized under Section 9.2, the arbiter shall not have authority to award money damages.

b. Owner's Limited Waiver Of Sovereign Immunity. Notwithstanding any other provision of this Agreement to the contrary, and subject to the limitations set forth in this Section, the Owner expressly waives its immunity from suit only as to binding arbitration proceedings as described herein. In addition, Owner expressly waives its immunity from suit for actions brought in the Pinal County Superior Court for the State of Arizona to (1) compel arbitration or (2) enforce arbitration decisions. This waiver is specifically limited to the remedies of specific performance, declaratory relief, and injunctive relief. In no instance shall any enforcement of any kind whatsoever be allowed against any assets of the Owner other than to satisfy an award of costs and attorneys' fees as specified in Section 9.2.

9.10 Authority. The Owner represents and warrants to the City: (1) that it is a duly formed and validly existing federally recognized Indian tribe organized pursuant to the Indian Reorganization Act of 1934; and (2) that the individual executing this Agreement on behalf of the Owner is authorized and empowered to bind the Owner. The City represents and warrants to the Owner: (1) that it is a duly formed municipal corporation with the State of Arizona; and (2) that the individual executing this Agreement on behalf of the City is authorized and empowered to bind the City.

9.11 Conflict of Interest. This Agreement is subject to the terms of A.R.S. § 38-511.

9.12 Estoppel. The Parties hereto covenant and agree with each other to provide within twenty-one (21) days of written request from the other an estoppel certificate signed by a duly authorized representative of such party indicating that the other party is not then in default under any of the obligations pursuant to this Agreement.

9.13 Term. This Agreement shall be operative upon its execution as to those matters on which the Parties may agree to and act upon prior to annexation of the Property by the City and shall be operative for all matters when annexation proceedings to annex the Property to the City are completed. This Agreement shall automatically terminate as to the Property without further action by the Parties on the date that the Industrial/Airport Property is conveyed to the United States of America in trust for the Owner. Notwithstanding the foregoing, the City agrees that, upon conveyance of the Property, the Owner may record with the Pinal County Recorder's Office a termination of agreement in the form attached hereto as Exhibit "D." If the Golf Course Tract has not been conveyed to the United States of America in trust for the Owner prior to or concurrently with the conveyance of the Industrial/Airport Property into the Trust, then this Agreement shall remain in effect solely as an Intergovernmental Agreement ("IGA") relating to the City's support of the Golf Course Tract Application as provided in Recital F and Section 5, above, and shall terminate as an IGA on the date that the Golf Course Tract is conveyed to the United States of America in trust for the Owner.

9.14 No Owner Representations. Nothing contained herein shall be deemed to obligate the Owner to commence or complete any development of the Property or any planning in connection with such development.

9.15 Claims. Owner releases any claims arising under A.R.S. 12-1132 through 12-1138 for a diminution in value of the Property resulting from this Agreement or an annexation of the Property in accordance with this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as provided herein.

CITY:

CITY OF MARICOPA, an Arizona municipal corporation

By: _____
_____, Mayor

Date: _____

Approved as to Form:

By: _____
City Attorney

Name: _____

Date: _____

Attested by:

By: _____
City Clerk

Date: _____

STATE OF ARIZONA)
) ss.
County of Pinal)

Subscribed and sworn to before me this ____ day of _____, 2012,
by _____, the Mayor of CITY OF MARICOPA, an Arizona municipal corporation.

Notary Public

My Commission Expires

OWNER:

Ak-Chin Indian Community, a federally recognized Indian tribe

By: _____

Name: Louis J. Manuel, Jr.

Title: Chairman

Date: _____

Approved as to Form:

By: _____

General Counsel, Ak-Chin Indian Community

Name: William E. Strickland, Jr.

Date: _____

Attested by:

By: _____

Executive Secretary, Ak-Chin Indian Community Council

Date: _____

STATE OF ARIZONA)

) ss.

County of Pinal)

Subscribed and sworn to before me this ____ day of _____, 2012,
by Louis J. Manuel, Jr., the Chairman of the AK-CHIN INDIAN COMMUNITY, a federally
recognized Indian tribe.

Notary Public

My Commission Expires



"EXHIBIT A"

Legal Description of Property

All of Lot 2 and Lot 3 as described in Book 2 of Surveys, Page 210, being a portion of the East Half of Section 15, Township 5 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and that portion of Lot 4 as described in Book 2 of Surveys, Page 210, being a portion of the East Half of Section 15, Township 5 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona lying within the following described area:

Commencing at a Bureau of Land Management brass cap marking the North quarter corner of Section 15 from which a 1/2" rebar marking the Northeast corner of Section 15 bears North 89°56'28" East a distance of 2600.39 feet. Said North quarter corner also being the POINT OF BEGINNING;

Thence North 89°56'28" East, along the North boundary of the East half of Section 15, a distance of 2600.39 feet;

Thence South 00°00'40" West along the East boundary of the Northeast quarter of Section 15, a distance of 2713.23 feet;

Thence South 00°00'46" West along the East boundary of the Southeast quarter of Section 15, a distance of 880.04 feet;

Thence North 89°59'22" West a distance of 1424.60 feet to a point of non-tangent curve having a radial bearing of South 34°40'01" West, 90.00 feet;

Thence counter clockwise along said curve through a central angle of 124°39'23" a distance of 195.81 feet;

Thence South 00°00'38" West a distance of 556.34 feet to a point of non-tangent curve having a radial bearing of North 89°59'22" West, 230.00 feet;

Thence clockwise along said curve through a central angle of 35°51'57" a distance of 143.97 feet;

Thence South 09°07'27" East a distance of 83.26 feet to a point on the northerly right of way line of the Maricopa-Casa Grande Highway;

Thence South 54°07'11" East along the northerly right of way of the Maricopa-Casa Grande Highway a distance of 480.84 feet;

"EXHIBIT A"

Legal Description of Property

Thence South 35°52'45" West, a distance of 349.71 feet to a point on the southerly right of way line of the Southern Pacific Railroad;

Thence North 89°51'53" West a distance of 1199.78 feet to a point on the West boundary of the East half of Section 15;

Thence North 00°08'07" East along the west boundary of the East half of Section 15 a distance of 5000.00 feet to the POINT OF BEGINNING;



EXHIBIT "B"

Annexation Petition



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLER

When recorded return to:

CITY OF MARICOPA

DATE/TIME: 06/21/2012 1519

FEE: \$9.00

PAGES: 9

FEE NUMBER: 2012-052653



(The above space reserved for recording information)

AMENDED ANNEXATION PETITION

ANNEXATION 11-01

DOCUMENT TITLE

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

AFFIDAVIT REGARDING ANNEXATION

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

Brent Billingsley, upon his oath, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Development Services Director of the City of Maricopa, Arizona and I am qualified to make this affidavit on behalf of and for the city.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Maricopa and of the Office of the Pinal County Recorder for any annexation filing which might involve territory sought to be annexed in the City Annexation Petition, which is filed herewith, with exhibits, in the Office of the Pinal County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471 (A)(6), that no part of the territory for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation, except this blank annexation petition amends and supersedes the blank annexation petition filed with the Pinal County Recorder's Office on July 20th, 2011, Docket / Fee Number 2011-060137, effectively reducing the exterior boundaries of the territory proposed for annexation.

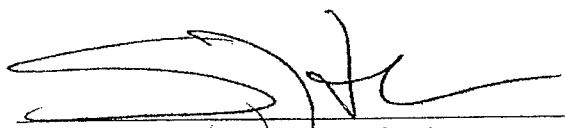
FURTHER AFFIANT SAYETH NOT.



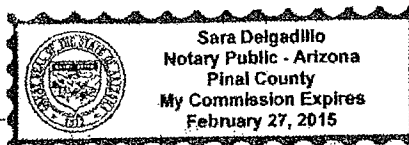
 Brent Billingsley
 Development Services Director

SWORN AND SUBSCRIBED before me

This 21 day of June, 2012



 Notary Public for the State of Arizona



My Commission Expires: 2/27/2015

ANNEXATION PETITION

Amending the blank Annexation Petition 1(ANX1-01) filed with the Pinal County Recorder's Office on July 20th, 2011, Docket / Fee Number 2011-060137; reducing the exterior boundaries of the territory proposed for Annexation

ANNEXATION -11-01

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF MARICOPA,
ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Maricopa in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Maricopa, with the exterior boundaries of the territory proposed to be annexed shown on this map attached thereto as Exhibit 1 and incorporated herein by this reference, request the City of Maricopa to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed, not already within the present limits of the City of Maricopa and located in Pinal County, Arizona is as follows:

INTENTIONALLY LEFT BLANK

**LEGAL DESCRIPTION
ANNEXATION**

A portion of Section 15, Township 5 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows;

Commencing at a Bureau of Land Management brass cap marking the North quarter corner of Section 15 from which a 1/2" rebar marking the Northeast corner of corner of Section 15 bears North 89°56'28" East a distance of 2600.39 feet. Said North quarter corner also being the POINT OF BEGINNING;

Thence North 89°56'28" East, along the North boundary of the East half of Section 15, a distance of 2600.39 feet;

Thence South 00°00'40" West along the East boundary of the Northeast quarter of Section 15, a distance of 2713.23 feet;

Thence South 00°00'46" West along the East boundary of the Southeast quarter of Section 15, a distance of 880.04 feet;

Thence North 89°59'22" West a distance of 1424.60 feet to a point of non-tangent curve having a radial bearing of South 34°40'01" West, 90.00 feet;

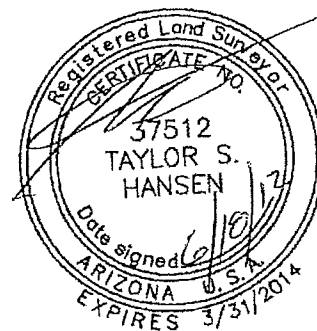
Thence counter clockwise along said curve through a central angle of 124°39'23" a distance of 195.81 feet;

Thence South 00°00'38" West a distance of 556.34 feet to a point of non-tangent curve having a radial bearing of North 89°59'22" West, 230.00 feet;

Thence clockwise along said curve through a central angle of 35°51'57" a distance of 143.97 feet;

Thence South 09°07'27" East a distance of 83.26 feet to a point on the northerly right of way line of the Maricopa-Casa Grande Highway;

Thence South 54°07'11" East along the northerly right of way of the Maricopa-Casa Grande Highway a distance of 480.84 feet;



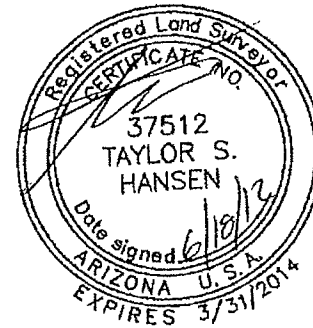
LEGAL DESCRIPTION
ANNEXATION

Thence South 35°52'45" West , a distance of 349.71 feet to a point on the southerly right of way line of the Southern Pacific Railroad;

Thence North 89°51'53" West a distance of 1199.78 feet to a point on the West boundary of the East half of Section 15;

Thence North 00°08'07" East along the west boundary of the East half of Section 15 a distance of 5000.00 feet to the POINT OF BEGINNING;

Comprising an area of 251.161 acres more or less.



ANNEXATION 11-01
Property Owners List

1.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	08-07-12	Ak-Chin Indian Community	See Exhibit A Attached
	<u>Mailing Address:</u> 42507 W. Peters & Nail Road Maricopa, AZ 86138		
	<u>Signature:</u>		

2.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

3.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

4.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

"EXHIBIT A"

Legal Description of Property

All of Lot 2 and Lot 3 as described in Book 2 of Surveys, Page 210, being a portion of the East Half of Section 15, Township 5 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and that portion of Lot 4 as described in Book 2 of Surveys, Page 210, being a portion of the East Half of Section 15, Township 5 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona lying within the following described area:

Commencing at a Bureau of Land Management brass cap marking the North quarter corner of Section 15 from which a 1/2" rebar marking the Northeast corner of Section 15 bears North 89°56'28" East a distance of 2600.39 feet. Said North quarter corner also being the POINT OF BEGINNING;

Thence North 89°56'28" East, along the North boundary of the East half of Section 15, a distance of 2600.39 feet;

Thence South 00°00'40" West along the East boundary of the Northeast quarter of Section 15, a distance of 2713.23 feet;

Thence South 00°00'46" West along the East boundary of the Southeast quarter of Section 15, a distance of 880.04 feet;

Thence North 89°59'22" West a distance of 1424.60 feet to a point of non-tangent curve having a radial bearing of South 34°40'01" West, 90.00 feet;

Thence counter clockwise along said curve through a central angle of 124°39'23" a distance of 195.81 feet;

Thence South 00°00'38" West a distance of 556.34 feet to a point of non-tangent curve having a radial bearing of North 89°59'22" West, 230.00 feet;

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Thence North 89°51'53" West a distance of 1199.78 feet to a point on the West boundary of the East half of Section 15;

Thence North 00°08'07" East along the west boundary of the East half of Section 15 a distance of 5000.00 feet to the POINT OF BEGINNING;

5.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

6.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

7.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

8.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

9.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

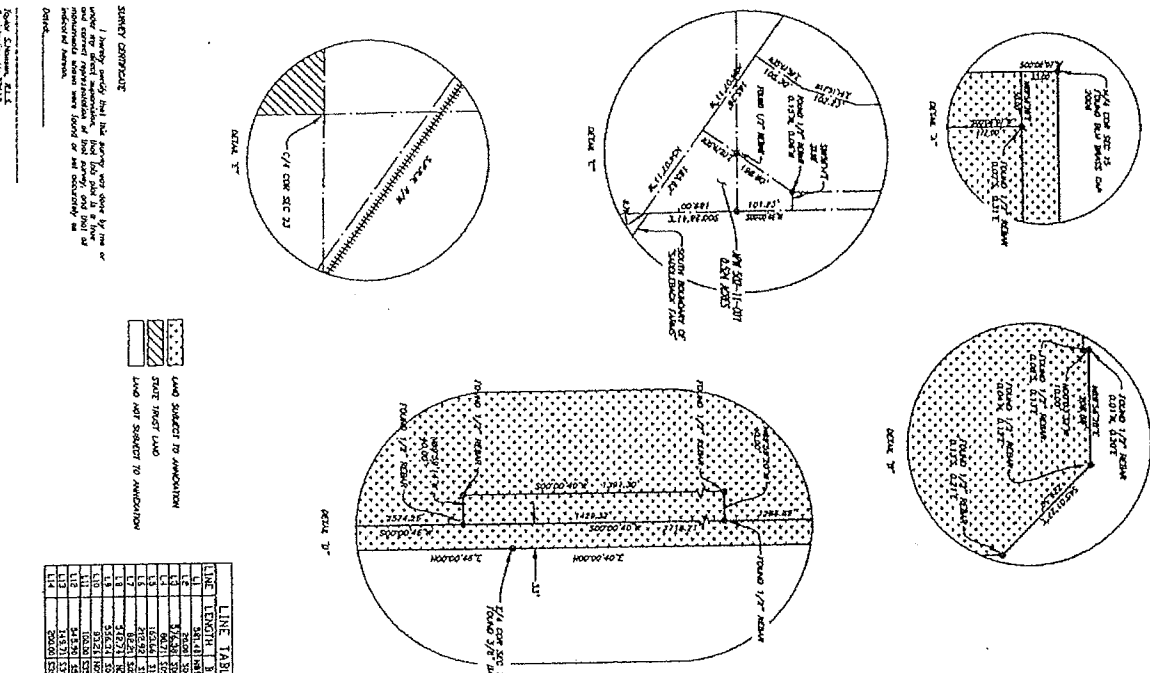
10.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

11.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

12.	<u>Date</u>	<u>Name of Property Owner</u>	<u>Parcel Number or Legal Description</u>
	<u>Mailing Address:</u>		
	<u>Signature:</u>		

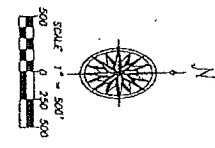
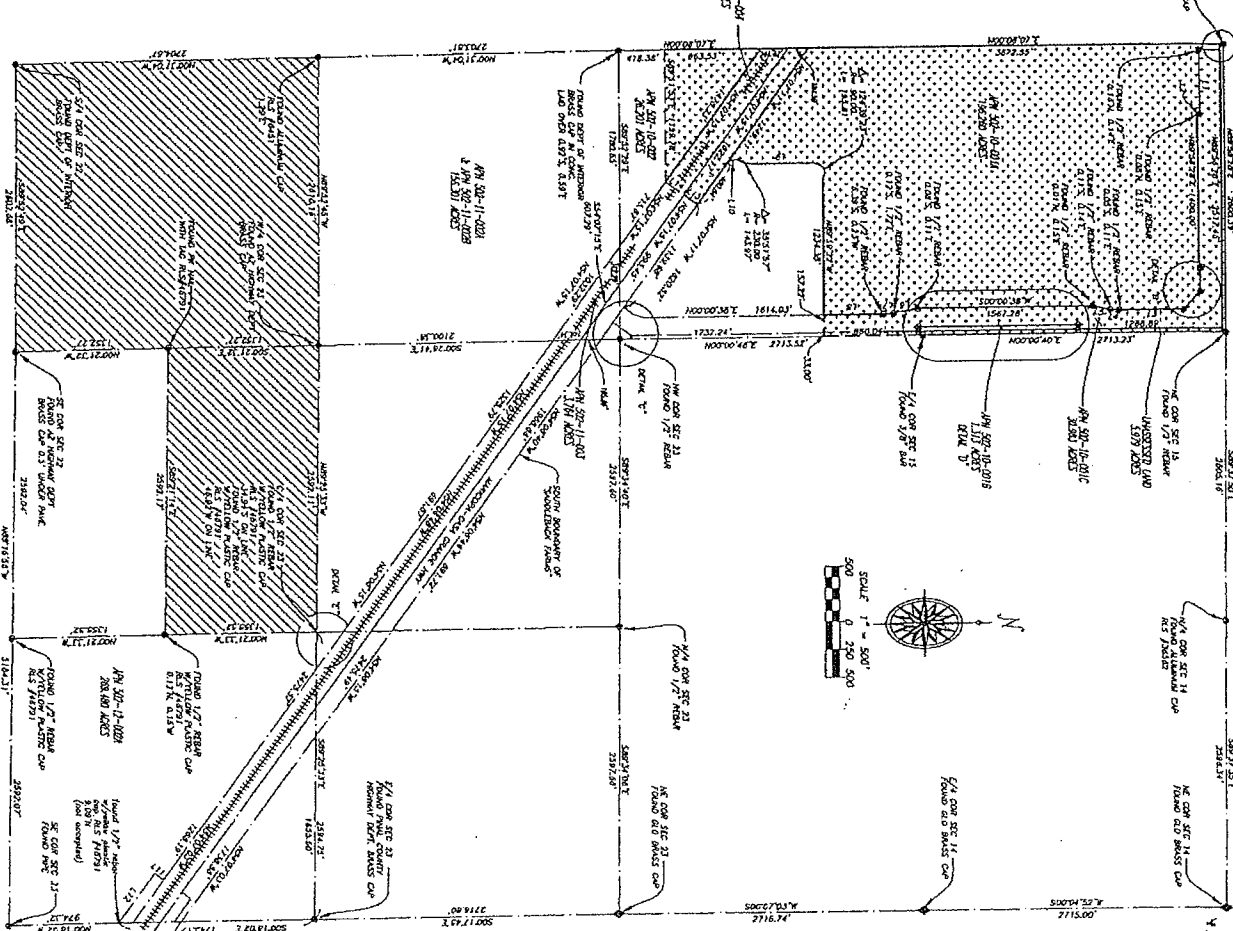
EXHIBIT-1
ANNEXATION MAP (REDUCED TERRITORY)

RECORD OF SURVEY



LINE TABLE

LINE	BEARING	DISTANCE	AREA
1	S 89° 57' 12" E	100.0000	100.0000
2	S 89° 57' 12" E	100.0000	100.0000
3	S 89° 57' 12" E	100.0000	100.0000
4	S 89° 57' 12" E	100.0000	100.0000
5	S 89° 57' 12" E	100.0000	100.0000
6	S 89° 57' 12" E	100.0000	100.0000
7	S 89° 57' 12" E	100.0000	100.0000
8	S 89° 57' 12" E	100.0000	100.0000
9	S 89° 57' 12" E	100.0000	100.0000
10	S 89° 57' 12" E	100.0000	100.0000
11	S 89° 57' 12" E	100.0000	100.0000
12	S 89° 57' 12" E	100.0000	100.0000
13	S 89° 57' 12" E	100.0000	100.0000
14	S 89° 57' 12" E	100.0000	100.0000
15	S 89° 57' 12" E	100.0000	100.0000
16	S 89° 57' 12" E	100.0000	100.0000
17	S 89° 57' 12" E	100.0000	100.0000
18	S 89° 57' 12" E	100.0000	100.0000
19	S 89° 57' 12" E	100.0000	100.0000
20	S 89° 57' 12" E	100.0000	100.0000
21	S 89° 57' 12" E	100.0000	100.0000
22	S 89° 57' 12" E	100.0000	100.0000
23	S 89° 57' 12" E	100.0000	100.0000
24	S 89° 57' 12" E	100.0000	100.0000
25	S 89° 57' 12" E	100.0000	100.0000
26	S 89° 57' 12" E	100.0000	100.0000
27	S 89° 57' 12" E	100.0000	100.0000
28	S 89° 57' 12" E	100.0000	100.0000
29	S 89° 57' 12" E	100.0000	100.0000
30	S 89° 57' 12" E	100.0000	100.0000



HANSEN
ENGINEERING & SURVEYING
111 S. MAIN ST.
TULSA, OK 74103
(918) 762-5451 FAX (918) 762-5452
www.hansen-surveying.com

City of Maricopa
BOUNDARY SURVEY
PORTIONS OF SECTIONS 15, 22, & 23,
T8S, R4E, GASPAR, PINAL COUNTY, ARIZONA

STATE OF ARIZONA
COUNTY OF PINAL
CITY OF MARICOPA

DRAWING NO. 120032
SHEET 1 OF 1

DATE: 07/21/14
DESIGNED BY: [Name]
CHECKED BY: [Name]

REVISION: [Number]
REVISION: [Description]

DATE: 07/21/14
DESIGNED BY: [Name]
CHECKED BY: [Name]

REVISION: [Number]
REVISION: [Description]

STAMPED CERTIFICATE
I hereby certify that this survey was done by me or under my direct supervision, and that I am a duly licensed Professional Engineer in the State of Arizona, and that I am duly qualified to perform the work herein mentioned, and that I am duly qualified to perform the work herein mentioned, and that I am duly qualified to perform the work herein mentioned.

EXHIBIT "C"

Support Letter



45145 W. Madison Ave.
P.O. Box 610
Maricopa, AZ 85139
Ph: 520.568.9098
Fx: 520.568.9120
www.maricopa-az.gov

August 7, 2012

Cecilia Martinez
Superintendent
Bureau of Indian Affairs, Pima Agency
United States Department of the Interior
P.O. Box 8
Sacaton, Arizona 85147

Re: Ak-Chin Indian Community Fee to Trust Non-gaming Applications

Dear Superintendent Martinez:

This letter is submitted by the City of Maricopa (“Maricopa” or “City”) to indicate the City’s support of the Ak-Chin Indian Community’s (Community) Fee to Trust Non-gaming Applications known as “Golf Course Tract” and “Industrial/Airport Tract” and to withdraw our previous letters listed below that challenged or opposed the Community’s Fee to Trust Non-Gaming Applications. The City fully supports the Community’s efforts to transfer fee simple owned lands into trust.

- December 30, 2011 – The Ak-Chin Indian Community’s Request to Transfer 319.7 Acres into Trust
- November 30, 2011 – Draft Environmental Assessment for Fee-to-Trust Transfer of 319.7 Acres
- May 31, 2011 – Follow-up Response to the Bunger/Air Park Property Request
- May 20, 2011 – Response to the Bunger/Air Park Property Request
- May 20, 2011 – Response to the Southern Dunes Property Request
- May 5, 2012 - Request additional time to respond to Fee to Trust EA scoping letters

The City and Community have reached a mutual agreement that would benefit both the City and Community needs to grow their boundaries. The City acknowledges the Community’s purpose of the fee to trust applications to: (1) consolidate Tribal lands to implement a comprehensive economic development and diversification strategy; (2) reclaim ancestral and former reservation lands; and (3) allow the Community’s Golf Course and Industrial/Airport enterprises to operate on Reservation land. This action will: facilitate the Tribe’s economic development and diversification; increase the Tribe’s employment; and provide employment opportunities for citizens of Maricopa.

In conclusion, the City hereby withdraws all previous letters regarding the Community’s Fee to Trust Non-gaming Applications and now fully supports these two Applications.

Please contact Paul Jepson (520-316-6813) if you have any questions or require further information.

Sincerely,

Mayor
City of Maricopa

EXHIBIT "D"

Termination Agreement

When recorded, return to:

**NOTICE OF TERMINATION OF PRE-ANNEXATION AND DEVELOPMENT
AGREEMENT**

AND INTERGOVERNMENTAL AGREEMENT

(Ak-Chin Indian Community/City of Maricopa)

Notice is hereby provided that, pursuant to Section 9.13 of the Pre-Annexation and Development Agreement and Intergovernmental Agreement (“Agreement”) entered into by and between the CITY OF MARICOPA, an Arizona municipal corporation (“City”), and the AK-CHIN INDIAN COMMUNITY, a federally recognized Indian tribe (“Owner”), the Agreement has terminated *[as to the Property because the Property has been conveyed to the United States of America in trust for the Owner or its entirety—to be determined at the time the Property is transferred into the Trust]*. Notice is further provided that, as a result of such termination, the real property described on Exhibit A (the “Property”), attached hereto and incorporated herein by reference, has been released from and is no longer subject to or burdened by the covenants, conditions, restrictions, rights or provisions of the Agreement.

This Notice is effective upon recordation in the official records of Pinal County, Arizona.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

OWNER:

Ak-Chin Indian Community, a federally recognized Indian tribe

By: _____

Name: Louis J. Manuel, Jr.

Title: Chairman

Date: _____

Approved as to Form:

By: _____

General Counsel, Ak-Chin Indian Community

Name: William E. Strickland, Jr.

Date: _____

Attested by:

By: _____

Executive Secretary, Ak-Chin Indian Community Council

Date: _____

STATE OF ARIZONA)

) ss.

County of Pinal)

Subscribed and sworn to before me this ____ day of _____, 2012, by Louis J. Manuel, Jr., the Chairman of the AK-CHIN INDIAN COMMUNITY, a federally recognized Indian tribe.

Notary Public

My Commission Expires

"EXHIBIT A"

Legal Description of Property

All of Lot 2 and Lot 3 as described in Book 2 of Surveys, Page 210, being a portion of the East Half of Section 15, Township 5 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and that portion of Lot 4 as described in Book 2 of Surveys, Page 210, being a portion of the East Half of Section 15, Township 5 South, Range 4 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona lying within the following described area:

Commencing at a Bureau of Land Management brass cap marking the North quarter corner of Section 15 from which a 1/2" rebar marking the Northeast corner of Section 15 bears North 89°56'28" East a distance of 2600.39 feet. Said North quarter corner also being the POINT OF BEGINNING;

Thence North 89°56'28" East, along the North boundary of the East half of Section 15, a distance of 2600.39 feet;

Thence South 00°00'40" West along the East boundary of the Northeast quarter of Section 15, a distance of 2713.23 feet;

Thence South 00°00'46" West along the East boundary of the Southeast quarter of Section 15, a distance of 880.04 feet;

Thence North 89°59'22" West a distance of 1424.60 feet to a point of non-tangent curve having a radial bearing of South 34°40'01" West, 90.00 feet;

Thence counter clockwise along said curve through a central angle of 124°39'23" a distance of 195.81 feet;

Thence South 00°00'38" West a distance of 556.34 feet to a point of non-tangent curve having a radial bearing of North 89°59'22" West, 230.00 feet;

Thence clockwise along said curve through a central angle of 35°51'57" a distance of 143.97 feet;

Thence South 09°07'27" East a distance of 83.26 feet to a point on the northerly right of way line of the Maricopa-Casa Grande Highway;

Thence South 54°07'11" East along the northerly right of way of the Maricopa-Casa Grande Highway a distance of 480.84 feet;

"EXHIBIT A"

Legal Description of Property

Thence South $35^{\circ}52'45''$ West, a distance of 349.71 feet to a point on the southerly right of way line of the Southern Pacific Railroad;

Thence North $89^{\circ}51'53''$ West a distance of 1199.78 feet to a point on the West boundary of the East half of Section 15;

Thence North $00^{\circ}08'07''$ East along the west boundary of the East half of Section 15 a distance of 5000.00 feet to the POINT OF BEGINNING;