

When recorded, return to:

PAF Central, LLC  
11811 N. Tatum Blvd., Suite 1051  
Phoenix, AZ 85028

**DECLARATION OF ENVIRONMENTAL USE RESTRICTION  
FOR PROPERTY WITH ENGINEERING CONTROLS &  
INSTITUTIONAL CONTROLS**

ADEQ Program Name: Hazardous Waste Program  
Program File Number: RID 32248  
Facility Name: Universal Propulsion  
Facility Address: 25401 North Central Avenue Phoenix, Arizona 85085

This Declaration of Environmental Use Restriction ("Declaration"), when recorded, is a covenant that runs with and burdens the Property, binds all owners and owners' heirs, successors and assigns, (as defined below) and inures to the benefit of the Arizona Department of Environmental Quality ("Department") and the State of Arizona.

This Declaration is executed and recorded by PAF Central, LLC ("Owner" either/or "Current Owner"), an Arizona Limited Liability Company, and is enforceable against all successive owners. Universal Propulsion Company, Inc. ("UPCO" either/or "Past Owner"), a foreign corporation licensed to do business in Arizona, is included within this Declaration as Past Owner, as it has retained duties and responsibilities under the Declaration. PAF Central, LLC and UPCO are referred to herein as "All Owners".

**DECLARATION**

Current Owner covenants and agrees as follows:

- A. **Presence of Contamination.** Environmental contaminants are present on a portion of real property located at 25401 North Central Avenue, Phoenix, Maricopa County, Arizona ("Property").
- B. **Warranty of Title.** The Current Owner holds all equitable and legal title to, the Property and has authority to execute and record this Declaration.
- C. **Legal Description.** The Current Owner's deed setting forth the legal description of the Property at which the contamination is located is attached and marked "**Exhibit**" 1.

A legal description of the portion of the property subject to this Declaration is attached and marked as "**Exhibit**" 2.

The property tax parcel number is 210-14-050A.

- D. Maps. The location of the Property identified in “**Exhibit**” 1 is depicted on the map attached and marked as “**Exhibit**” 3. The Property subject to this Declaration is depicted on the map attached and marked as “**Exhibit**” 4.
- E. Completion of Remediation. The date remediation, remedial action, corrective action or response action was completed:
1. UPCO completed soil excavation on the Engineering Control portion of the Property in November 2017.
  2. UPCO installed four engineered caps on the Property in February 2018.
  3. Within the portion of the Property covered by the Engineering Control, UPCO will be performing ongoing groundwater monitoring and/or remediation. The groundwater remediation process will begin in 2019.
- F. Environmental Contaminant Information. Environmental Contaminant Information, including a description of each environmental contaminant subject to a remediation, remedial action, corrective action or response action, and the remaining contaminant concentrations, is attached and marked as “**Exhibit**” 5.
- G. Institutional and Engineering Control Statements. The Current Owner is using an Institutional Control and Engineering Controls to satisfy the requirements of A.R.S. §§ 49-152 or 49-158. All Owners agree to the following:
1. The Institutional Control consists of the following:
    - a. As defined by A.R.S. § 49-151 *et.seq.*, all Owners shall be restricted from residential use of the portion of the Property as depicted in “**Exhibit**” 2.
    - b. The Institutional Control shall remain in place to protect the public health and the environment.
    - c. The maintenance requirements of the Institutional Control are that All Owners assure that the restricted area will not be subject to residential use as defined by A.R.S. § 49-151.
    - d. All Owners shall prohibit any activity that may harm the engineered caps, including the excavation or disturbance of soil underlying the engineered caps depicted in “**Exhibit**” 4.
    - e. As part of this Declaration, Current Owner hereby authorizes UPCO to enforce provisions of the Institutional Control.
  2. The Engineering Controls consists of the following:

- a. Four engineered caps constructed using a linear low-density polyethylene (LLDPE) MicroSpike® geomembrane liner overlain by a HydroTurf® CS surface layer to minimize erosion of the soil and surface water infiltration. The HydroTurf® CS surface layer is made up of woven geotextile and an engineered synthetic turf which is infilled with Hydrobinder®, resulting in a fiber reinforced high-strength concrete matrix.

Run-on and run-off controls for the engineered caps and rip-rap cover are designed and constructed to provide erosion protection and eliminate pooling and lateral infiltration of water at and near the ground surface.

- b. Waterbore Area

- a. The engineered cap covers an area of approximately 16,765 square feet which includes the HydroTurf® and concrete anchor trench.
- b. Within the footprint of the cap, two groundwater monitoring wells (MS-13 and MW-19), and three (3) moisture monitoring wells (MMW-1, MMW-2, and MMW-3) penetrate the HydroTurf®.
- c. The cap is sealed around each well with a LLDPE liner boot.
- d. The concrete anchor trench encompasses the entire HydroTurf® to anchor the liner and the HydroTurf® into the native ground.
- e. Due to potential scouring within the wash from rain events, and to prevent against surface water infiltrating laterally beneath the cap, the anchor trench upgradient of the cap is a minimum of four (4) feet deep, eight (8) feet wide at the surface, and four (4) feet wide at the bottom.
- f. The anchor trench downgradient of the cap is tied into the downgradient rip-rap apron.

- c. C-Complex Area

- a. The engineered cap covers an area of approximately 6,839 square feet which includes the HydroTurf® and concrete anchor trench.
- b. The concrete anchor trench encompasses the entire HydroTurf® to anchor the liner and HydroTurf® into the native ground.
- c. The anchor trench extends approximately two (2) feet deep.

- d. New Burn Area

- a. There are two (2) engineered caps within the New Burn Area.

- b. The larger cap covers an area of approximately 9,664 square feet, while the smaller cap protects an area of approximately 2,486 square feet.
  - c. The total area covered includes the HydroTurf® and concrete anchor trench.
  - d. The concrete anchor trench encompasses the entire HydroTurf® to anchor the liner and HydroTurf® into the native ground.
  - e. The anchor trench extends approximately two (2) feet deep.
  - f. Within the footprint of the smaller cap, one (1) groundwater monitoring well (MW-21) penetrates the HydroTurf®. The cap is sealed around each well with an LLDPE liner boot.
- e. Rip-Rap Cover
- a. A rip-rap cover is included in the Old Burn Area.
  - b. Excavated arsenic areas were backfilled and compacted near ground surface.
  - c. A nonwoven geotextile fabric was installed on top of the soil and each joint of the geotextile was overlapped at least 12-inches and brought up around the edges of the excavation.
  - d. A rip-rap layer was then installed within the cap area on top of the geotextile. The top of the rip-rap cover is at the same grade as the surrounding area.
- f. UPCO constructed the Engineering Controls in February 2018.
3. The maintenance requirements for the Engineering Control are specified in the Engineering Control Plan (“ECP”) document dated December 7, 2018. All Owners agree to maintain the specified maintenance requirement(s) and implement the procedures outlined in the document. The ECP is incorporated herein and is available for review by the Department.

The maintenance requirements specified in the ECP include semiannual inspection of the Engineering Control(s) semi-annually for the first five (5) years during the months of April and October. After five (5) years, inspection frequency will be re-evaluated, and a permit modification request (PMR) may be submitted to request ADEQ approval for a reduction of inspection frequency.

All Owners shall be responsible for maintenance on items identified as unacceptable on the inspection check list. Maintenance will be performed within approximately thirty (30) days following the discovery of an unacceptable item and a summary of maintenance performed during the period covered will be provided in the annual report.

4. To protect the public health and the environment, the Institutional Control and Engineering Controls shall remain in place because contaminant levels exceed residential soil standards, and:
  - a. Will prevent direct exposure to the contaminated soil.
  - b. Will prevent generation of airborne contaminants from beneath the soil caps.
  - c. Will prevent migration of contaminants due to storm water flow or further leaching into the subsurface.
  - d. Will prevent exposure to contaminated groundwater underlying the Property.
5. If any person desires to cancel or modify the Institutional Control and/or Engineering Controls in the future, the person shall obtain the Department's, Past, and Current Owner's prior written approval. Any modification of the Engineering Control without the Department's prior written approval is a violation of this Declaration and is voidable.
6. Current Owner hereby grants to the Department and its representatives, authorized agents, attorneys, investigators, consultants, advisors, and contractors the right of access to the Property at all reasonable times to verify the Engineering Controls are being maintained. The Department's access rights are continual, run with the land, and shall not be restricted. Owner shall remove any barrier to entry of the Property at the Department's request and at the Owner's expense. Attached hereto as "**Exhibit**" 6 is the Environmental Access Agreement recorded by UPCO on November 26, 2018 in Maricopa County under instrument number 20180870236.
7. All Owners shall incorporate the terms of this Declaration into any lease, license or other agreement that is signed by Owner and that grants a right with respect to the Property. The incorporation may be in full or by reference.
9. All Owners agree to provide a copy of the Engineering Control Plan document dated December 7, 2018 to the subsequent purchaser of the Property. Additional copies can be obtained through the Department's Record's Center by submitting a request and paying any associated fees.
10. If the Engineering Control will affect a right-of-way that is owned, maintained or controlled by a public entity for public benefit, the owner shall obtain the public entity's written consent prior to constructing the Engineering Control.

H. Engineering Control Plans/Financial Assurance. The Engineering Control Plan and financial assurance mechanism prescribed by A.R.S. § 49-152.01 are as follows:

1. The Engineering Control Plan, dated December 7, 2018 provides detailed planning for inspection, maintenance, and repair of the four HydroTurf® caps, rip rap cover, and groundwater remediation system. Inspection and monitoring will be conducted semiannually for the first five (5) years, after which inspection frequency will be reevaluated. Inspection and monitoring will continue throughout the life of the Declaration, which is perpetual, unless formally released by ADEQ. No modifications to the approved maintenance plan will be made without prior approval of ADEQ.

2. The financial assurance is a Surety Bond used to cover the costs of maintenance and/or restoration of the Engineering Controls. The financial assurance under this Declaration shall be incorporated and included in the Arizona Hazardous Waste Management Act Permit. The financial assurance mechanism annual reporting and maintenance costs under this Declaration shall be found within the Arizona Hazardous Waste Management Act Permit. The Current Owner shall continue to be responsible for the financial assurance for the duration of this Declaration, or upon sale, shall comply with A.R.S. § 49-152.01(C).
- I. Periodic Inspections and Reports. The Current Owner has elected to use an Institutional Control and Engineering Controls to satisfy the requirements of A.R.S. §§ 49-152 or 49-158. All Owners shall maintain the Controls to ensure that they continue to protect public health and the environment, and shall inspect the Engineering Controls at least once each calendar year or more. In accordance with the Engineering Control Plan Document dated December 7, 2018, the Engineering Controls shall be inspected semi-annually for the first five (5) years during the months of April and October. After five (5) years, inspection frequency will be re-evaluated.

The engineered caps will be inspected following a storm event as follows:

- a. Storm events will be established by monitoring the Flood Control District of Maricopa County on-line rain gauge (14200) data monthly.
- b. This rain gauge is located at the Deer Valley Airport within two (2) miles of the site. It is assumed that surface water will flow in the wash when 1-inch or greater of rainfall occurs within a 24-hour period.
- c. Therefore, if any 1-day rain event equals or exceeds 1-inch of total rain, a visual surface inspection of the run-on and run-off control, and cap integrity will be conducted within approximately seven (7) calendar days.

Within thirty (30) days after each inspection All Owners shall submit to the Department a written report that:

1. Describes the condition of the Engineering Controls and compliance with the non-residential use restriction;
2. States the nature and cost of all restoration made to the Engineering Controls during the calendar year;
3. Includes current photographs of the Engineering Controls; and
4. Describes the status of the financial assurance mechanism prescribed by A.R.S. § 49-152.01, and a certification that the financial assurance mechanism is being maintained.

Within each annual report, a Professional Engineer, licensed in the State of Arizona, will certify the annual report statements are true for each Engineering Control.

The inspection report shall be submitted to the Department as follows:

Arizona Department of Environmental Quality

Attn: DEUR Program Coordinator  
1110 W. Washington Street, 6<sup>th</sup> Floor  
Phoenix Arizona 85007

- J. Release of this Declaration. Request for the release of this Declaration pursuant to A.R.S. §§ 49-152(D) or 49-158(L) may be filed by Owners holding all equitable and legal title to the Property or having legal authority to file the request. The release portion of the fee specified in R18-7-604 was not paid for this Declaration. Therefore, a release will not be granted until the Department receives payment of the release portion of the fee specified in R18-7-604 which is in effect at the time of the release request.
- K. Sale or Transfer of the Property. Pursuant to A.R.S. §49-152.01(C), at least five (5) working days before the sale of the Property or any portion of the Property, the Current Owner shall provide written notice of the sale identifying the buyer. Any transfer or sale of this Property shall not terminate, modify or affect this Declaration or the duties of Past Owner as set forth herein. Any new Owner shall enforce the provisions of this Declaration.
- L. Notices Required Under This Agreement.

Notices from ADEQ to Current Owner shall be effective when given, if by telephone or email to, to:

**PAF Central, LLC**  
(602) 953-8729  
[Dave@dclawaz.com](mailto:Dave@dclawaz.com)

And, if in writing, to:

**PAF Central, LLC**  
Attn: David Cisiewski, Authorized Agent  
11811 N. Tatum Blvd., Suite 1051  
Phoenix, AZ 85028

Notices from ADEQ to Past Owner shall be effective when given, if by telephone or email to, to:

**UPCO**  
(860) 728-7624  
[annette.mcneely@utc.com](mailto:annette.mcneely@utc.com)

And, if in writing, to:

**UPCO**  
c/o Executive Director, Remediation Programs  
United Technologies Corporation  
9 Farm Springs Road  
Farmington, CT 06032

Notices from Owner to ADEQ shall be effective when given, if by telephone, to:

**DEUR Program Coordinator**  
Voluntary Remediation Program  
(602) 771-4122

And, if in writing, to:

**DEUR Program Coordinator**  
Arizona Department of Environmental Quality  
1110 West Washington Street, 6th Floor  
Phoenix, Arizona 85007.

- M. Environmental Access Agreement. For the duration of this Declaration, an Environmental Access Agreement signed and recorded by the Past Owner permitting the Department access to the Property is attached and marked as “**Exhibit**” 6. The Environmental Access Agreement shall be binding upon All Owners and the Department.
- N. Failure to Comply. If any Owner fails to comply with this Declaration or to implement the Engineering Control Plan document dated December 7, 2018, the Department shall give All Owners written notice by certified mail of the failure. If Owner fails to take the action specified in the Department’s notice, the Department may issue an order pursuant to A.R.S. §§ 49-152.02 and 49-158(I) to All Owners and take any other action allowed by law.
- O. Additional Information. More detailed information on the remediation is maintained and available at the Department of Environmental Quality, located at 1110 W. Washington Street, Phoenix, Arizona 85007.
- P. Attachments. Attachments to the Declaration are:
- Exhibit 1: Current Owner’s Deed
  - Exhibit 2: Legal Description of Engineering Control Portion of the Property
  - Exhibit 3: General Site Location Map
  - Exhibit 4: Map of Engineering Control Portion of Property
  - Exhibit 5: Environmental Contaminant Information
  - Exhibit 6: Environmental Access Agreement



Owner:

By: [Signature]  
PAF Central, LLC

State of ARIZONA )  
County of MARICOPA )ss.

This Declaration of Environmental Use Restriction was acknowledged before me this 19<sup>th</sup>  
day of July 2019, by David Cisiewski, an authorized agent of PAF Central, LLC.

[Signature]  
Notary Public



My commission expires: 4/16/2021

By signature above, PAF Central, LLC hereby confirms its authorization provided to UPCO to enforce the provisions of the Institutional and Engineering Controls of this Declaration. By signature herein, UPCO hereby acknowledges and accepts its authorization under this Declaration to enforce provisions of the Institutional and Engineering Controls.

By: *B. Amig*  
Universal Propulsion Company, Inc.

State of North Carolina)  
County of Mecklenburg)ss.

This Declaration of Environmental Use Restriction was acknowledged before me this 17th day of July 2019, by Bruce C. Amig, an authorized agent of Universal Propulsion Company, Inc.

*Selena M. Swatek*  
Notary Public

My commission expires: Sept. 26, 22



This Declaration of Environmental Use Restriction is approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Arizona Department of Environmental Quality.

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, an agency of the State of Arizona,

By: \_\_\_\_\_  
                  Laura L. Malone, Director  
                  Waste Programs Division

State of \_\_\_\_\_ )  
  )ss.  
County of \_\_\_\_\_ )

This Declaration of Environmental Use Restriction was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by Laura L. Malone, Director, Waste Programs Division, an authorized agent of the Arizona Department of Environmental Quality, an agency of the State of Arizona, on behalf of the agency.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**Exhibit 1**

**Owner's Deed**

WHEN RECORDED, MAIL TO,  
AND MAIL TAX STATEMENTS TO:

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Law Office of David Cisiewski, PLLC  
11811 North Tatum Blvd.  
Suite 1051  
Phoenix, Arizona 85028

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**SPECIAL WARRANTY DEED**

*EXEMPT FROM AFFIDAVIT PURSUANT TO ARS 11-1134 B(7)(c)*

THIS SPECIAL WARRANTY DEED (the "**Deed**") is made as of the 8 day of February, 2019, by and between The Patricia Archie Foundation, LLC, a Delaware limited liability company ("**Grantor**") and PAF Central, LLC, an Arizona limited liability company ("**Grantee**").

KNOW ALL MEN BY THESE PRESENTS, that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and releases unto Grantee all of Grantor's right, title and interest in and to the real property more fully described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon and any rights, hereditaments and appurtenances thereunto belonging (collectively, the "**Property**").

EXCEPTING AND EXCLUDING FROM THE PROPERTY, water, water rights, applications for water rights and claims to or interests in water or applications for the same, which are appurtenant or in any way derived from the Property.

THE PROPERTY IS CONVEYED SUBJECT TO: (i) current taxes and assessments, (ii) patent reservations, (iii) all applicable zoning and use ordinances, regulations, zoning codes and the like of any municipality, county, state, or the United States affecting the Property as same now exist and as may hereafter be established or amended, (iv) all covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, obligations and liabilities and other matters of record or to which reference is made in the public record, (v) any and all conditions, shortages in area, overlaps, conflicts in boundary lines, easements, encroachments, rights-of way, rights or claims, or restrictions not shown by the public records which would be disclosed by a physical inspection, or which an accurate survey of the Property would reveal, (vi) unpatented mining claims, and (vii) the additional covenants, conditions and restrictions set forth on Exhibit B attached hereto and incorporated by reference herein, and made a part hereof as if fully rewritten herein (the "**CCR's**").

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

FURTHERMORE, Grantor hereby quitclaims to Grantee, without covenant or warranty of any kind whatsoever, any rights or claims to title to water, applications for water rights, and claims to or interests in water rights which are appurtenant or in any way applicable to or derived from the Property whether surface, underground, wells, springs, percolating, flood, vested, contingent, recorded, certificated, appropriated or otherwise.

Grantor hereby establishes, declares, grants and reserves the CCR's for the benefit of Grantor and its successors and assigns. The CCR's are and shall be enforceable by Grantor, Goodrich Corporation ("**Goodrich**"), and by United Technologies Corporation, a Delaware corporation ("**UTC**"), and its and their respective successors and assigns (collectively, Grantor, Goodrich and UTC and their respective successors and assigns are referred to as the "**Benefitted Parties**," and each as a "**Benefitted Party**"), and Grantee acknowledges and agrees that the Benefitted Parties are third-party beneficiaries of all terms and conditions of this Agreement.

By its acceptance of this conveyance, Grantee, on behalf of itself and its successors, accepts title to the Property subject to the CCR's.

It is the intention and agreement of Grantor that the CCR's constitute a real property servitude and shall touch and concern the Property and shall apply to and be binding upon and inure to the benefit of Grantor, the Benefitted Parties and Grantees and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The CCR's shall continue in perpetuity, unless otherwise modified in writing by Grantor.


Any person or entity who acquires any rights, title or interest in all or any part of the Property shall be conclusively deemed to have consented and agreed to the provisions of the CCR's, whether or not any reference to the CCR's or its provisions is contained in the deed or other conveyance instruments by which such person or entity acquires an interest in the Property.

[signature on the following page]

IN WITNESS WHEREOF, Grantor has caused this Deed to be duly executed by its duly authorized officer as of the date first set forth above.

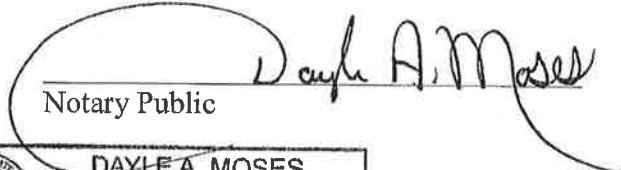
GRANTOR:

THE PATRICIA ARCHIE FOUNDATION, LLC,  
a Delaware limited liability company

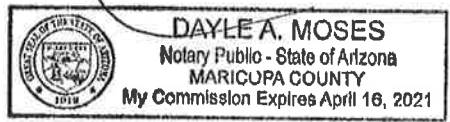
By:   
David Cisiewski,  
Authorized Agent for the Company

State of ARIZONA            }  
  }  
  } ss.  
County of Maricopa         }

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2019 by David Cisiewski, as the Authorized Agent of The Patricia Archie Foundation, LLC, a Delaware limited liability company, on behalf of said company.

  
Notary Public

My Commission Expires:  
4/16/2021



**EXHIBIT A**

**Description of Property**

The Southeast quarter of Section 5, Township 4 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except all oil, gases and other hydrocarbon substances, helium or other substances of a gaseous nature, geothermal resources, coal, stone, metals, minerals, fossils and fertilizers of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable material, whether or not of commercial value as reserved Patent from the State of Arizona recorded in Document No. 2016-004999.

Unofficial Document



**EXHIBIT B****Covenants, Conditions and Restrictions**

The Property described in Exhibit A above (or portions thereof, as set forth in this Exhibit B) is conveyed subject to the covenants, conditions and restrictions set forth herein (the "CCR's"), which are hereby established, declared, granted and reserved by Grantor.

**Recitals**

**A.** The Property has been environmentally impacted requiring remediation and the filing of these CCR's. More detailed information regarding the environmental impacts on the Property is available at the ADEQ (as defined below) at 1110 W. Washington Street, Phoenix, AZ.

**B.** Grantor is responsible for performing certain Environmental Remedial Action (as defined below) on the Property as required by Environmental Laws, ADEQ or any other Governmental Authority (all as defined below).

**C.** The nature and extent of Environmental Remedial Action performed on the Property will be subject to the future approval and requirements imposed by ADEQ or any other Governmental Authority, but, as of the date hereof, such Environmental Remedial Action and Remediation Plans (as defined below) have not been finally determined nor completed.

**D.** Grantor is imposing these CCR's with the understanding and acknowledgement of Grantee that Grantors may impose additional DEUR(s) (as defined below) in order to implement Remediation Plans in accordance with the terms and conditions of these CCR's.

**1. Definitions. Below are certain definitions of terms as used in these CCR's:**

"ADEQ" means the Arizona Department of Environmental Quality.

"Benefitted Parties" means Grantor, Goodrich Corporation, a New York corporation, and United Technologies Corporation, a Delaware corporation ("UTC"), and each of their respective corporate successors and assigns, which have or assume any liability under the Remediation Plans.

"Building Materials" means any materials whatsoever that exist in the Improvements or on its surfaces or in building and construction materials, including its coatings, decorations, and fixtures, and materials meeting the definition of a Regulated Material.

"DEUR" means any Declaration of Environmental Use Restriction approved by ADEQ pursuant to applicable Arizona Environmental Law.

**"Environment"** means soil, land, surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), groundwaters, stream sediments, plant and animal life, and any other environmental medium or natural resource.

**"Environmental Law"** means any applicable law, statute, constitution, code, order, ordinance, decree, judgment, writ, injunction, rule, regulation or other similar directive of any Governmental Authority relating to the protection of the human health or the Environment, and/or governing the handling, use, generation, treatment, storage or disposal of Regulated Materials, but excluding any such law primarily pertaining to employee health and safety.

**"Environmental Remedial Action"** means any and all actions pursuant to Environmental Laws, the Remediation Plans, these CCR's or any DEUR to (i) investigate, clean up, remediate, remove, treat, contain, impose land use restrictions or in any other way address any Regulated Materials in the Environment, (ii) prevent the Release or threat of Release or minimize the further Release of Regulated Materials so they do not migrate or endanger public health or welfare or the indoor or outdoor Environment, and (iii) perform pre-remedial studies and investigations, remedial activities, and post-remedial monitoring, maintenance and care.

**"Governmental Authority"** means any nation, state, county, city, town, borough, village, district or other governmental jurisdiction; any court, tribunal or governmental or quasi-governmental authority of any nature; any department, commission, board, bureau, agency or other regulatory, administrative or governmental authority or instrumentality (including foreign, federal, state, local or other political subdivision); or any other authority or entity having jurisdiction over the Property or any conduct of the parties under this Agreement.

**"Non-Residential Property"** means that certain portion of the Property designated as "Non-Residential Property" on Exhibit A, attached hereto.

**"Regulated Material"** means any (i) hazardous materials or toxic substances as defined by any Environmental Law; (ii) petroleum or petroleum product, oil or waste oil; (iii) asbestos or polychlorinated biphenyls; (iv) toxic substance, toxic pollutant, solid waste, municipal waste, industrial waste, hazardous waste, flammable material, radioactive material, pollutant or contaminant or words of similar meaning and regulatory effect under any applicable Environmental Law; and (v) any other chemical, material, or substance exposure to which or whose discharge, emission, disposal or Release is prohibited, limited, or regulated under any applicable Environmental Law. "Regulated Material" includes any mixture or solution of the foregoing, and all derivatives or synthetic substitutes of the foregoing, but expressly does not include any Building Materials.

**"Release"** means any spill, leak, emission, discharge, leaching, dumping or other release of any Regulated Material into the Environment, whether intentional or unintentional.

"**Remediation Plans**" means any remediation plans submitted by Grantor and approved by ADEQ for the Property, as may be amended or revised from time to time by Grantor and ADEQ, in their sole discretion

"**Residential Property**" means that portion of the Property not designated as "Non-Residential Property" on Exhibit A, attached hereto.

2. **Restrictions on Use and Occupancy of the Property.**

(a) Except to the extent allowed or required under groundwater remediation and monitoring plans that have been approved by a Governmental Authority with jurisdiction over the Property, no surface or subsurface water at, on, or under the Property shall be used for consumption by humans or animals, irrigation or any other purpose that might bring it into contact, directly or indirectly, with humans or animals.

(b) No underground storage tanks or piping for petroleum or other Regulated Material shall be maintained, used or installed in, at on or under the Property.

(c) There shall be no use at or on the Property of any perchlorate, chlorinated solvents or any other chemicals or compounds that have breakdown products similar to breakdown products of chlorinated solvents.

3. **Further Restrictions on Use and Occupancy of the Non-Residential Property.**

(a) Unofficial Document The Non-Residential Property shall not be used for any purpose other than industrial, office, warehouse, commercial, retail and other commercial purposes that, under applicable law, do not require the Property to meet environmental clean-up or remediation standards for residential uses. Without limiting the generality of the foregoing, the Non-Residential Property shall not be used for any of the following uses: single or multi-family residential, school, daycare, group home, nursing home, hospital, meeting hall, church or other place of congregation or worship, hotel, motel or other type of lodging, park, playground or other recreational or residential use.

(b) No person shall dig, excavate, destroy, tamper, or otherwise negatively impact the integrity of any Caps (as defined below) placed on the Non-Residential Property, including, but not limited to those areas indicated to be capped on Exhibit B, attached hereto, without Grantor's written approval, which Grantor may withhold in its sole and absolute discretion.

4. **Environmental Remedial Action.**

(a) All use of and activities on the Property and in and about the buildings and structures thereon shall be conducted so that there shall be no material interference with any Environmental Remedial Action then being conducted or reasonably anticipated to be conducted at the Property, nor shall such use or activities result in any exacerbation of any Environmental Condition on the Property.

(b) In particular, and without limiting the generality of the foregoing, no buildings or other structures or improvements or alterations thereof shall be constructed, erected or maintained on the Property and no activities, use, operation or occupancy of the Property shall be conducted in such a way so as to materially interfere with the installation, operation, maintenance, integrity, repair or replacement of any Remediation System. For the purposes of these CCR's, the term "**Remediation System**" means, collectively, all impermeable barriers ("**Caps**"), groundwater extraction wells and related equipment, all purge wells and related equipment, all groundwater wells, monitoring wells, groundwater treatment injection wells or infiltration galleries, or other environmental wells, any groundwater pump and treatment system, and any groundwater and/or soil remediation facilities, including without limitation, any collection trenches, subsurface in-situ treatment trenches or barriers, subsurface pipes, air strippers, groundwater and wastewater ponds and aeration weirs, or other environmental remediation facilities, structures or equipment required for the purpose of conducting or maintaining any Environmental Remedial Action.

(c) If deemed necessary or appropriate by the Benefitted Parties or any Governmental Authority in order to accomplish any Environmental Remedial Action on the Property, the Grantee and its successors in title shall permit Grantor to establish additional Caps within the Non-Residential Property as necessary to complete such Environmental Remedial Action.

5. **Undertakings of Grantee and Successors in Title.**

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(a) Grantee, and its successors in title and any and all occupants of the Property, shall reasonably cooperate with any applicable Governmental Authority, and the Benefitted Parties and its consultants and contractors in connection with any Environmental Remedial Action that the Benefitted Parties, or any of them, or their designees may be required to undertake to implement any Environmental Remedial Action at the Property.

(b) In addition to the CCR's, if deemed appropriate and requested by the Benefitted Parties to implement the Remediation Plans, the Grantee and its successors in title shall grant to the Benefitted Parties and/or any applicable Governmental Authority, DEUR(s) in such form and substance as approved by any applicable Governmental Authority, and shall obtain and deliver to the Benefitted Parties and/or any applicable Governmental Authority such subordinations to, and/or releases to the grant of such DEUR(s) as the Benefitted Parties and/or any applicable Governmental Authority may require; provided, however, that any DEUR entered into under this Section 5.5(b) shall be subject to the following limitations:

- (1) As to the Residential Property, such DEUR(s), shall not conflict with or alter the allowed uses of the Residential Property as limited in these CCR's, and shall contain only those restrictions for the Residential Property as set forth in these CCR's;

- (2) As to the Non-Residential Property, such DEUR(s) shall not expand the boundaries of the Non-Residential Property, and shall not conflict with or alter the allowed uses of the Non-Residential Property as limited in these CCR's.

(c) In the event that the Benefitted Parties file and/or record DEUR(s) on the Property following Grantee's purchase of the Property that require material alterations, modifications, or repairs to any buildings, structures or other improvements that have been constructed on the Property in compliance with these CCR's and any DEUR(s), the Benefitted Parties, at their sole discretion, shall either make such alterations, modifications, or repairs at the Benefitted Parties' cost, or pay Grantee's (or any successor in interest to Grantee of any portion of the Property) reasonable costs for such alterations, modifications, or repairs that are directly required to comply with such additional DEUR(s) requirements and restrictions. In the event that the Benefitted Parties pay for alteration, modification, or repair costs to an individual or entity under this Section 5(c), such payment by the Benefitted Parties shall be made to the individual or entity not later than forty-five (45) days after presentment of reasonable documentation of the actual costs incurred for such alterations, modifications or repairs and the obligations of the Benefitted Parties shall bind and inure to any successor to the Benefitted Parties interest and/or obligations related to the Property.

(d) Subject to Section 4 of these CCR's, Grantee, its, successors in title, and all occupants of the Property, shall at its and their sole cost and expense, employ best management practices with respect to any <sup>Unofficial Document</sup> invasive activity on the Property that could disturb residual contamination. Such best management practices shall include protective measures for fugitive dust and worker exposure and shall ensure that any and all soil, soil cuttings, soil moisture, surface water, groundwater, and/or other potentially contaminated construction debris or materials discovered, identified and/or generated on or after the date hereof as a result of construction or other activities on the Property shall be properly handled, characterized, segregated, stored, managed and disposed of in accordance with all applicable Environmental Laws, and will not pose a danger to public health, safety or the environment.

(e) Grantee, its successors and assigns, shall reimburse Grantor for any damage, interference or penalties resulting from any action or failure to act by the Grantee which directly results in a violation of the provisions of this Section 5 herein, including but not limited to, the cost of repairing or replacing the Remediation System in compliance with Environmental Laws.

(f) Grantee, its successors and assigns in title and its and their respective successors and assigns, shall not communicate with any Governmental Authority regarding or concerning any Environmental Remedial Action being performed by any of the Benefitted Parties and relating to the Property. All correspondence, discussions and negotiations with, and submissions to, any Governmental Authority concerning, or that may affect, the Benefitted Parties' Environmental Remedial Action shall be controlled by and coordinated with the Benefitted Parties.

(g) Nothing in these CCR's shall preclude the then current owner of the Property from making any filing or other communication necessary to satisfy a legal obligation or prevent, hinder or interfere with any then current owner from pursuing any zoning, entitlement or development approvals related to the Property or any portion thereof; provided, however, that no zoning, entitlement or development approvals shall affect, limit or reduce the terms of these CCR's, all of which shall have priority over such approvals.

(h) Grantee, its successors and assigns in title and its and their respective successors and assigns shall not perform any activities on the Property that reasonably likely to exacerbate any Environmental Conditions on the Property or any related environmental conditions located off-site, or materially interfere with any Environmental Remedial Action.

6. **Reserved Right of Access.**

Grantor hereby reserves to itself, its successors and assigns, and its successors in title, and does hereby grant to the Benefitted Parties and their successors and assigns, an easement and right of entry into and on the Property for themselves and their respective employees, contractors, agents, and consultants, upon reasonable notice and at reasonable times (in light of the purpose of the entry), for the purpose of determining compliance with the terms of these CCR's, to perform any Environmental Remedial Action that the Benefitted Parties may be obligated to perform, including, but not limited to, any action in accordance with the Remedial Plans, Official Document DEIR, Environmental Law, requirement of any Governmental Authority or which Grantor or the Benefitted Parties may, in their sole discretion, choose to perform; *provided, however*, that such access shall not unreasonably disrupt or interfere with the lawful use and operation of the Property by the occupants thereof. Such right shall include, but shall not be limited to, a right and easement for (1) the placement, installation, construction, monitoring, operation, repair and maintenance of Remediation Systems and related facilities located or required to be located on the Property pursuant to the Remediation Plans or any other Environmental Remedial Action, (2) temporary material storage and staging, (3) replacement or storage of machinery, equipment and other property on the Property, and (4) and the right to post notices on the Property pursuant to the Benefitted Parties' obligations to perform any Environmental Remedial Action.

7. **Covenants Run with the Land.**

These CCR's shall run with the land and shall bind Grantee, Grantee's heirs, administrators, executors, successors and assigns, and can only be terminated by a written instrument executed by Grantor or UTC and duly recorded in the local land records in the jurisdiction where the Property is located.

8. **Limitation of Liability.**

These CCR's are made for the benefit of the Benefitted Parties. The reservation by Grantor of the rights and benefits herein to perform one or more activities and the grant of rights and benefits by the Grantor to the other Benefitted Parties does not imply,

and is not to be construed as imposing, any additional liability on the Grantor or the other Benefitted Parties or, except as expressly provided herein, any additional duty on the part of Grantor or the other Benefitted Parties or its or their respective successors and assigns to perform any such activity.

9. **Enforcement.**

(a) The rights herein reserved and/or granted may be enforced jointly or separately by the Benefitted Parties and their respective corporate successors and assigns.

(b) In the event that Grantee or its heirs, successors and assigns shall fail to comply with the requirements of these CCR's, such persons who so fail to comply shall be liable to the Benefitted Parties for any and all costs and reasonably attorney's fees associated with the enforcement of any provision or obligation created herein.

10. **Severability.**

If any court of competent jurisdiction determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

11. **Amendment.**

These CCR's may be modified or amended only with the consent of the Grantor or its corporate successors and assigns having at the relevant time the benefits of the rights herein granted.

12. **Notices.**

Except as otherwise required or allowed herein, any required notice from one party to another under these CCR's shall be sufficient if such notice is in writing and shall be deemed to have been duly given or sent (a) when received, if dispatched by registered or certified mail (return receipt requested), (b) when received, if delivered in hand, or (c) on the following business day, if dispatched by a reputable overnight courier which requires a signature of the receiving party, in each case to the party intended at its address as follows:

If to the  
Benefitted Parties: Universal Propulsion Company, Inc.  
3530 Branscombe Road  
Fairfield, California 94533  
Attn: Tarah J. Stringfield, Manager, Contracts & Business  
Management

and

Goodrich Corporation  
One Hamilton Road, MS 1-1-BC18  
Windsor Locks, Connecticut 06096  
Attn: Assistant General Counsel – EH&S and Real Estate

with a copy to: United Technologies Corporation:  
Office of the General Counsel  
United Technologies Corporation  
10 Farms Spring Road  
Farmington, Connecticut 06032

If to Grantee: PAF Central, LLC  
11811 North Tatum Blvd., Suite 1051  
Phoenix, Arizona 85028  
Attn: David Cisiewski, Authorized Agent

Any of the parties may change the address to which notices may be sent by written notice to the other parties; *provided, however*, that no such change of address shall be binding unless notice thereof has been recorded in the same land records as these CCR's.

13. **Duration.**

These CCR's shall continue in <sup>Unofficial Document</sup>perpetuity, unless otherwise modified in writing by the Grantor in accordance with Section 11 above.

14. **Rights not Abridged by Public Restriction.**

Grantor and Grantees intend that separate agreed upon DEUR(s) approved by ADEQ and/or an applicable Governmental Authority regarding the Property may be recorded, and agree that if the same are recorded, such DEUR(s) shall not diminish any right or obligation described herein of either Grantor or Grantee or their respective heirs, successors or assigns.



**EXHIBIT A TO COVENANTS, CONDITIONS AND RESTRICTIONS**

**Depiction of Residential and Non-Residential Property**

(See attached)

Unofficial Document

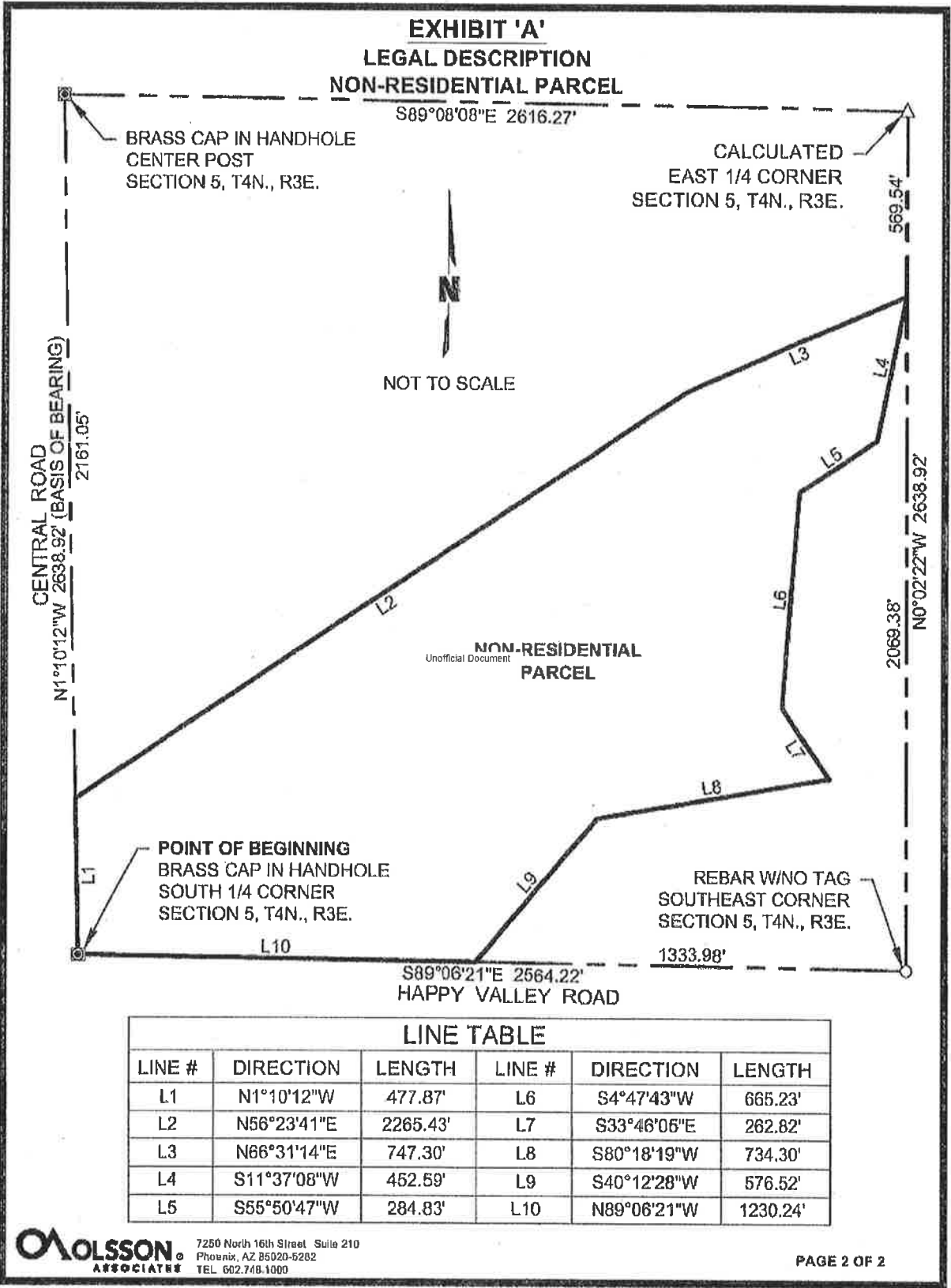
**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**NON-RESIDENTIAL PARCEL**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A BRASS CAP IN HAND HOLE AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH A BRASS CAP IN HAND HOLE AT THE CENTER OF SECTION 5, BEARS N1°10'12"W, A DISTANCE OF 2838.92 FEET;  
 THENCE N1°10'12"W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 477.87 FEET;  
 THENCE, DEPARTING SAID WEST LINE, N56°23'41"E, A DISTANCE OF 2265.43 FEET;  
 THENCE N66°31'14"E, A DISTANCE OF 747.30 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 5;  
 THENCE, DEPARTING SAID EAST LINE, S11°37'08"W, A DISTANCE OF 452.59 FEET;  
 THENCE S55°50'47"W, A DISTANCE OF 284.83 FEET;  
 THENCE S4°47'43"W, A DISTANCE OF 665.23 FEET;  
 THENCE S33°46'05"E, A DISTANCE OF 262.82 FEET;  
 THENCE S80°18'19"W, A DISTANCE OF 734.30 FEET;  
 THENCE S40°12'28"W, A DISTANCE OF 576.52 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 5;  
 THENCE, ALONG SAID SOUTH LINE, N89°06'21"W, A DISTANCE OF 1230.24 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 56.780 ACRES MORE OR LESS. Unofficial Document





**EXHIBIT B TO COVENANTS, CONDITIONS AND RESTRICTIONS**

**Location of Caps on Non-Residential Property**

(See attached)

Unofficial Document

**LEGAL DESCRIPTION****APN: 210-14-050A**

FIVE PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 5, BEARS S89°06'21"E, A DISTANCE OF 2564.14 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 5, S89°06'21"E, A DISTANCE OF 1334.86 FEET;

THENCE DEPARTING SAID SOUTH LINE, N00°53'39"E, A DISTANCE OF 333.32 FEET TO THE POINT OF BEGINNING;

THENCE N46°59'43"W, A DISTANCE OF 27.74 FEET;

THENCE N48°07'14"W, A DISTANCE OF 20.36 FEET;

THENCE N34°34'32"E, A DISTANCE OF 7.32 FEET;

THENCE N41°54'45"E, A DISTANCE OF 20.43 FEET;

THENCE N43°05'06"E, A DISTANCE OF 21.32 FEET;

THENCE S48°20'46"E, A DISTANCE OF 10.60 FEET;

THENCE S48°33'55"E, A DISTANCE OF 19.67 FEET;

THENCE S48°19'41"E, A DISTANCE OF 15.55 FEET;

THENCE S50°08'28"E, A DISTANCE OF 4.27 FEET;

THENCE S37°01'50"W, A DISTANCE OF 3.88 FEET;

THENCE S42°17'27"W, A DISTANCE OF 25.91 FEET;

THENCE S44°03'04"W, A DISTANCE OF 18.79 FEET;

THENCE S75°56'06"W, A DISTANCE OF 1.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL 1 CONTAINS 2,486 SQUARE FEET, MORE OR LESS.

**PARCEL 2:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 5, BEARS S89°06'21"E, A DISTANCE OF 2564.14 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 5, S89°06'21"E, A DISTANCE OF 1383.54 FEET;

THENCE DEPARTING SAID SOUTH LINE, N00°53'39"E, A DISTANCE OF 396.92 FEET TO THE POINT OF BEGINNING;

THENCE N53°47'31"W, A DISTANCE OF 5.35 FEET;

THENCE N45°25'00"W, A DISTANCE OF 12.22 FEET;

THENCE N49°10'48"W, A DISTANCE OF 16.35 FEET;

THENCE N47°11'14"W, A DISTANCE OF 19.70 FEET;

THENCE N50°38'33"W, A DISTANCE OF 18.51 FEET;

THENCE N47°48'51"W, A DISTANCE OF 20.32 FEET;

THENCE N49°23'40"W, A DISTANCE OF 20.44 FEET;

THENCE N48°43'55"W, A DISTANCE OF 21.14 FEET;

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THENCE N47°11'14"W, A DISTANCE OF 4.77 FEET;

THENCE N46°23'04"E, A DISTANCE OF 4.63 FEET;

THENCE N44°46'05"E, A DISTANCE OF 24.27 FEET;

THENCE N44°38'42"E, A DISTANCE OF 14.71 FEET;

THENCE N45°28'58"E, A DISTANCE OF 14.99 FEET;

THENCE N46°37'42"E, A DISTANCE OF 14.84 FEET;

THENCE N42°03'52"E, A DISTANCE OF 21.39 FEET;

THENCE S48°56'25"E, A DISTANCE OF 12.53 FEET;

THENCE S47°56'46"E, A DISTANCE OF 24.89 FEET;

THENCE S47°20'44"E, A DISTANCE OF 22.01 FEET;

THENCE S49°02'50"E, A DISTANCE OF 18.93 FEET;

THENCE S41°16'29"E, A DISTANCE OF 3.87 FEET;

THENCE S23°32'41"W, A DISTANCE OF 2.42 FEET;  
 THENCE S42°10'21"W, A DISTANCE OF 24.15 FEET;  
 THENCE S40°49'14"W, A DISTANCE OF 15.87 FEET;  
 THENCE S43°24'23"W, A DISTANCE OF 17.31 FEET;  
 THENCE S07°10'51"W, A DISTANCE OF 2.25 FEET;  
 THENCE S47°15'29"E, A DISTANCE OF 10.63 FEET;  
 THENCE S47°15'34"E, A DISTANCE OF 21.31 FEET;  
 THENCE S48°42'24"E, A DISTANCE OF 14.95 FEET;  
 THENCE S42°38'34"E, A DISTANCE OF 2.98 FEET;  
 THENCE S05°51'36"E, A DISTANCE OF 2.62 FEET;  
 THENCE S11°15'54"W, A DISTANCE OF 2.48 FEET;  
 THENCE S45°59'27"W, A DISTANCE OF 13.00 FEET;  
 THENCE S46°06'19"W, A DISTANCE OF 12.00 FEET;  
 THENCE S66°04'46"W, A DISTANCE OF 2.39 FEET TO THE POINT OF BEGINNING.  
 SAID PARCEL 2 CONTAINS 9,664 SQUARE FEET<sup>Unofficial Document</sup>, MORE OR LESS.

**PARCEL 3:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM  
 WHICH THE SOUTHEAST CORNER OF SAID SECTION 5, BEARS S89°06'21"E, A  
 DISTANCE OF 2564.14 FEET;  
 THENCE ALONG THE SOUTH LINE OF SAID SECTION 5, S89°06'21"E, A DISTANCE  
 OF 1480.68 FEET;  
 THENCE DEPARTING SAID SOUTH LINE, N00°53'39"E, A DISTANCE OF 944.95 FEET  
 TO THE POINT OF BEGINNING;  
 THENCE N11°33'50"W, A DISTANCE OF 7.63 FEET;  
 THENCE N24°29'24"W, A DISTANCE OF 1.64 FEET;  
 THENCE N89°54'55"W, A DISTANCE OF 14.47 FEET;  
 THENCE S87°08'17"W, A DISTANCE OF 17.99 FEET;

THENCE N11°34'49"W, A DISTANCE OF 8.79 FEET;  
THENCE N00°06'22"W, A DISTANCE OF 11.01 FEET;  
THENCE N02°55'15"E, A DISTANCE OF 15.32 FEET;  
THENCE N01°04'26"E, A DISTANCE OF 14.52 FEET;  
THENCE N03°49'23"W, A DISTANCE OF 13.29 FEET;  
THENCE N02°26'17"E, A DISTANCE OF 17.59 FEET;  
THENCE N35°17'16"E, A DISTANCE OF 3.37 FEET;  
THENCE N48°36'01"E, A DISTANCE OF 20.69 FEET;  
THENCE N52°07'47"E, A DISTANCE OF 13.94 FEET;  
THENCE N87°24'46"E, A DISTANCE OF 4.90 FEET;  
THENCE S50°03'03"E, A DISTANCE OF 24.48 FEET;  
THENCE S51°20'33"E, A DISTANCE OF 12.97 FEET;  
THENCE S43°26'28"E, A DISTANCE OF 14.38 FEET;  
THENCE S34°31'33"E, A DISTANCE OF 4.06 FEET;  
THENCE S03°21'34"E, A DISTANCE OF 10.15 FEET;  
THENCE S00°01'01"W, A DISTANCE OF 14.66 FEET;  
THENCE S01°18'27"W, A DISTANCE OF 15.56 FEET;  
THENCE S27°34'26"W, A DISTANCE OF 4.62 FEET;  
THENCE S48°37'09"W, A DISTANCE OF 9.38 FEET;  
THENCE S39°09'35"W, A DISTANCE OF 8.90 FEET;  
THENCE S04°09'21"W, A DISTANCE OF 9.32 FEET;  
THENCE S78°37'07"W, A DISTANCE OF 14.03 FEET;  
THENCE S87°54'52"W, A DISTANCE OF 10.30 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL 3 CONTAINS 6,839 SQUARE FEET, MORE OR LESS.



**PARCEL 4:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 5, BEARS S89°06'21"E, A DISTANCE OF 2564.14 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 5, S89°06'21"E, A DISTANCE OF 2004.29 FEET;

THENCE DEPARTING SAID SOUTH LINE, N00°53'39"E, A DISTANCE OF 1202.00 FEET TO THE POINT OF BEGINNING;

THENCE N12°39'30"E, A DISTANCE OF 13.68 FEET;

THENCE N03°40'04"E, A DISTANCE OF 13.51 FEET;

THENCE N03°19'19"E, A DISTANCE OF 3.84 FEET;

THENCE S61°27'11"W, A DISTANCE OF 5.96 FEET;

THENCE N68°24'17"W, A DISTANCE OF 4.72 FEET;

THENCE N20°43'56"W, A DISTANCE OF 11.42 FEET;

THENCE N24°36'10"W, A DISTANCE OF 20.47 FEET;

THENCE N23°09'08"W, A DISTANCE OF 18.02 FEET;

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THENCE N24°11'52"W, A DISTANCE OF 26.48 FEET;

THENCE N24°48'32"W, A DISTANCE OF 30.53 FEET;

THENCE N33°30'19"E, A DISTANCE OF 9.32 FEET;

THENCE N35°07'34"E, A DISTANCE OF 14.92 FEET;

THENCE N33°42'47"E, A DISTANCE OF 30.86 FEET;

THENCE N32°50'40"E, A DISTANCE OF 16.53 FEET;

THENCE N32°27'21"E, A DISTANCE OF 28.86 FEET;

THENCE N38°06'18"E, A DISTANCE OF 24.49 FEET;

THENCE N66°54'12"E, A DISTANCE OF 2.93 FEET;

THENCE S69°34'49"E, A DISTANCE OF 2.36 FEET;

THENCE S42°45'15"E, A DISTANCE OF 25.21 FEET;

THENCE S45°43'33"E, A DISTANCE OF 19.63 FEET;

THENCE S45°13'39"E, A DISTANCE OF 9.89 FEET;  
 THENCE S42°03'28"E, A DISTANCE OF 8.05 FEET;  
 THENCE S46°20'34"E, A DISTANCE OF 4.30 FEET;  
 THENCE S22°55'51"W, A DISTANCE OF 3.29 FEET;  
 THENCE S42°26'21"E, A DISTANCE OF 6.86 FEET;  
 THENCE N62°44'37"E, A DISTANCE OF 4.10 FEET;  
 THENCE S53°58'25"E, A DISTANCE OF 3.71 FEET;  
 THENCE S44°01'54"E, A DISTANCE OF 9.33 FEET;  
 THENCE N84°09'21"E, A DISTANCE OF 0.44 FEET;  
 THENCE S56°32'30"E, A DISTANCE OF 4.38 FEET;  
 THENCE S78°44'41"E, A DISTANCE OF 4.35 FEET;  
 THENCE S33°39'47"E, A DISTANCE OF 4.72 FEET;  
 THENCE S10°49'31"W, A DISTANCE OF 2.49 FEET;  
 THENCE S50°32'50"E, A DISTANCE OF 2.16 FEET;  
 THENCE S29°45'11"E, A DISTANCE OF <sup>Unofficial Document</sup> 4.20 FEET;  
 THENCE S31°36'23"E, A DISTANCE OF 5.73 FEET;  
 THENCE S35°24'31"E, A DISTANCE OF 2.23 FEET;  
 THENCE S38°40'52"E, A DISTANCE OF 0.34 FEET;  
 THENCE S38°07'09"W, A DISTANCE OF 7.88 FEET;  
 THENCE S62°49'36"W, A DISTANCE OF 15.90 FEET;  
 THENCE S52°10'19"W, A DISTANCE OF 9.87 FEET;  
 THENCE S33°51'36"W, A DISTANCE OF 9.12 FEET;  
 THENCE S23°43'06"W, A DISTANCE OF 8.79 FEET;  
 THENCE S27°47'52"W, A DISTANCE OF 21.06 FEET;  
 THENCE S24°26'46"W, A DISTANCE OF 17.54 FEET;  
 THENCE S21°48'00"W, A DISTANCE OF 10.19 FEET;  
 THENCE S23°25'39"W, A DISTANCE OF 9.85 FEET;

THENCE S28°09'22"W, A DISTANCE OF 4.37 FEET;  
 THENCE S56°48'20"W, A DISTANCE OF 6.05 FEET;  
 THENCE S11°13'12"E, A DISTANCE OF 1.67 FEET;  
 THENCE S54°09'55"W, A DISTANCE OF 4.67 FEET;  
 THENCE S01°20'48"W, A DISTANCE OF 16.59 FEET;  
 THENCE S11°10'22"E, A DISTANCE OF 8.12 FEET;  
 THENCE S03°54'54"W, A DISTANCE OF 6.65 FEET;  
 THENCE S67°25'36"W, A DISTANCE OF 5.34 FEET;  
 THENCE S58°25'41"W, A DISTANCE OF 5.97 FEET;  
 THENCE S66°35'05"W, A DISTANCE OF 6.05 FEET;  
 THENCE S61°52'33"W, A DISTANCE OF 8.29 FEET;  
 THENCE S57°33'48"W, A DISTANCE OF 9.09 FEET;  
 THENCE N80°19'32"W, A DISTANCE OF 7.90 FEET TO THE POINT OF BEGINNING.  
 SAID PARCEL 4 CONTAINS 18,078 SQUARE FEET, MORE OR LESS.

Unofficial Document

**PARCEL 5:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM  
 WHICH THE SOUTHEAST CORNER OF SAID SECTION 5, BEARS S89°06'21"E, A  
 DISTANCE OF 2564.14 FEET;  
 THENCE ALONG THE SOUTH LINE OF SAID SECTION 5, S89°06'21"E, A DISTANCE  
 OF 2217.40 FEET;  
 THENCE DEPARTING SAID SOUTH LINE, N00°53'39"E, A DISTANCE OF 1854.92 FEET  
 TO THE POINT OF BEGINNING;  
 THENCE N54°06'17"W, A DISTANCE OF 8.74 FEET;  
 THENCE N45°13'24"W, A DISTANCE OF 13.05 FEET;  
 THENCE N43°34'29"E, A DISTANCE OF 12.40 FEET;  
 THENCE N47°12'16"E, A DISTANCE OF 16.67 FEET;  
 THENCE S58°06'42"E, A DISTANCE OF 16.97 FEET;

THENCE S25°25'51"W, A DISTANCE OF 13.83 FEET;

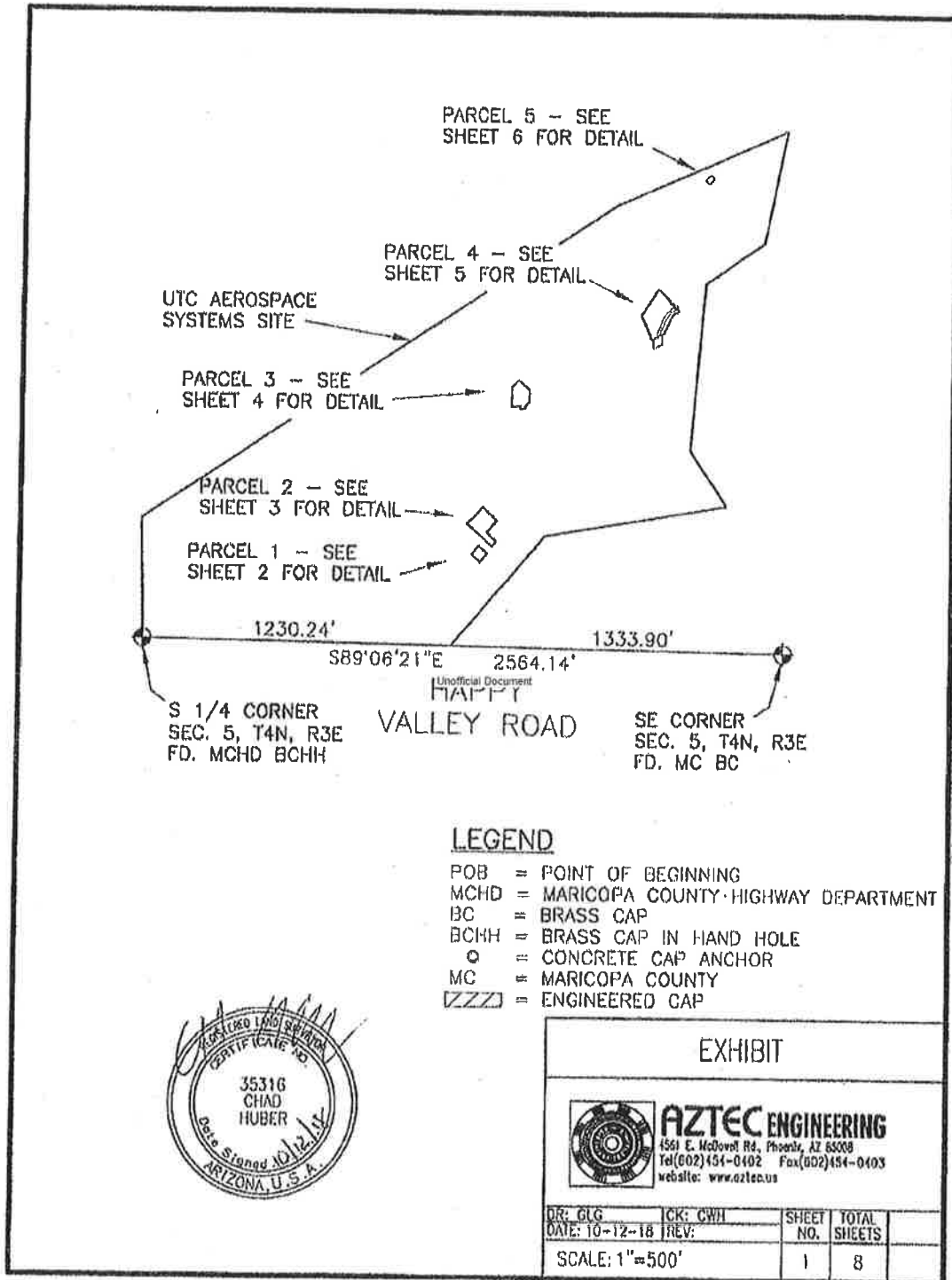
THENCE S44°25'28"W, A DISTANCE OF 18.44 FEET TO THE POINT OF BEGINNING.

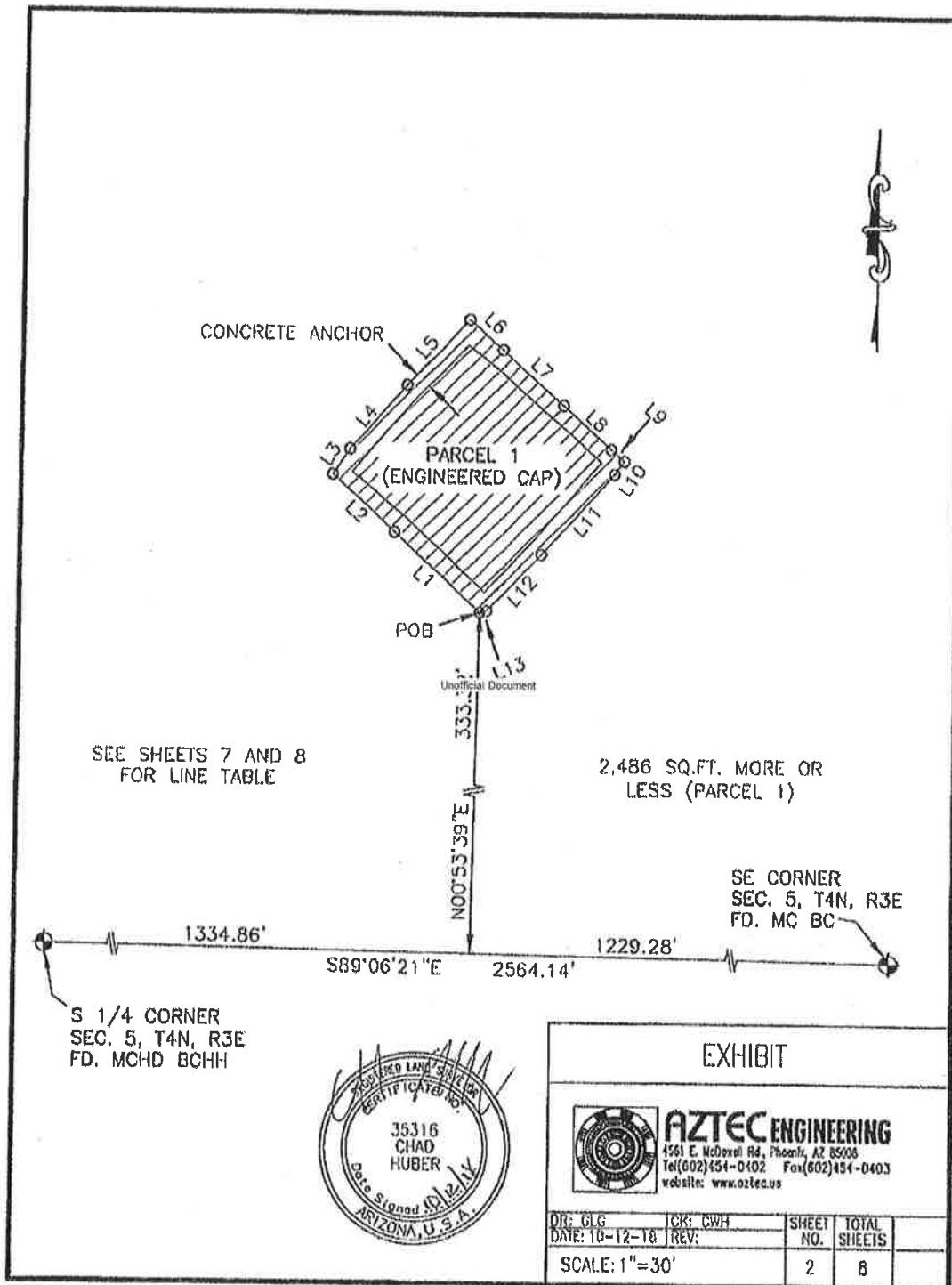
SAID PARCEL 5 CONTAINS 641 SQUARE FEET, MORE OR LESS.

TOTAL COMBINED PARCELS CONTAIN 37,708 SQUARE FEET, OR 0.87 ACRES, MORE OR LESS.



Unofficial Document

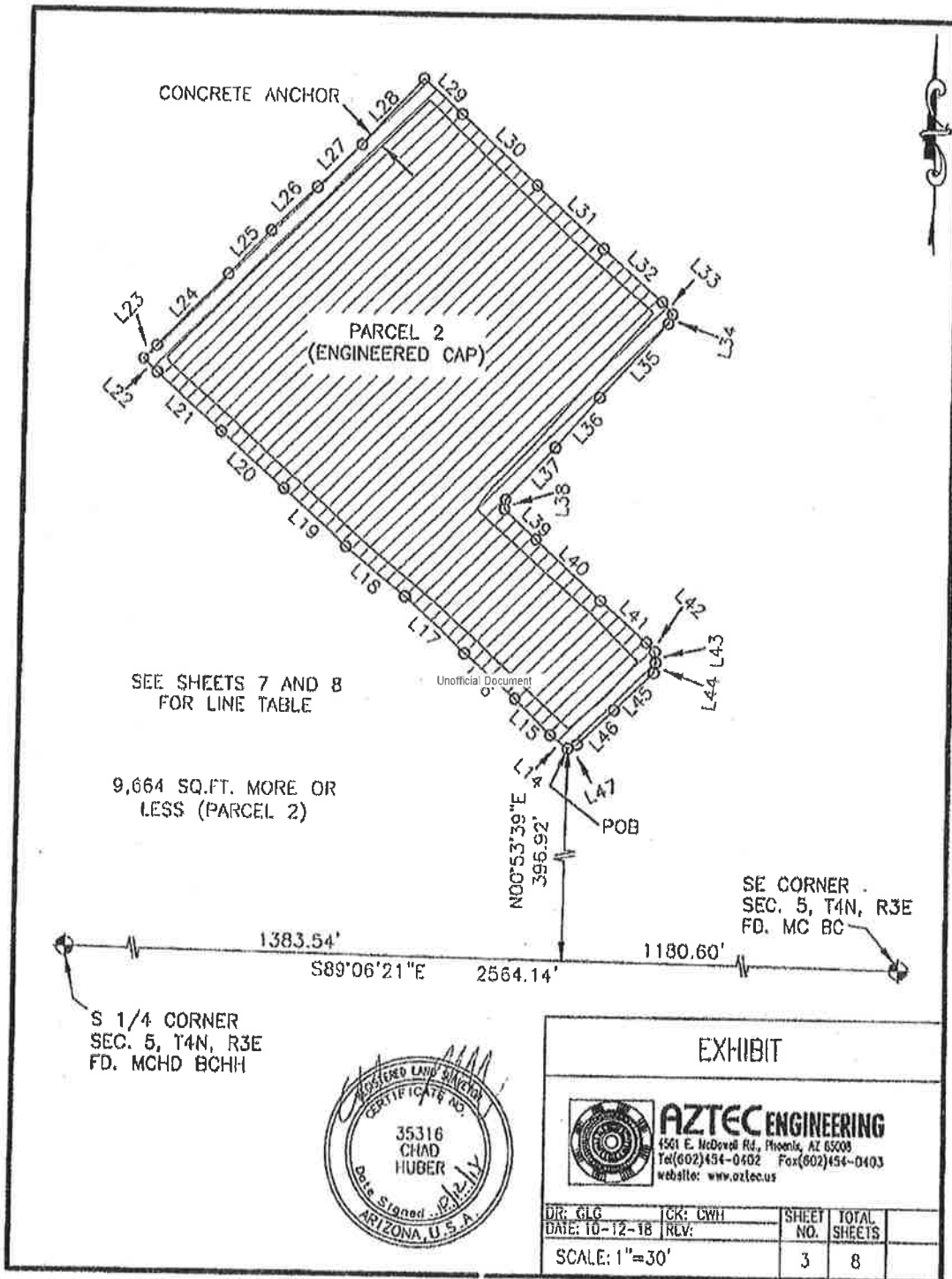




EXHIBIT

**AZTEC ENGINEERING**  
4561 E. McDowell Rd., Phoenix, AZ 85008  
Tel: (602) 454-0402 Fax: (602) 454-0403  
website: www.aztecus.com

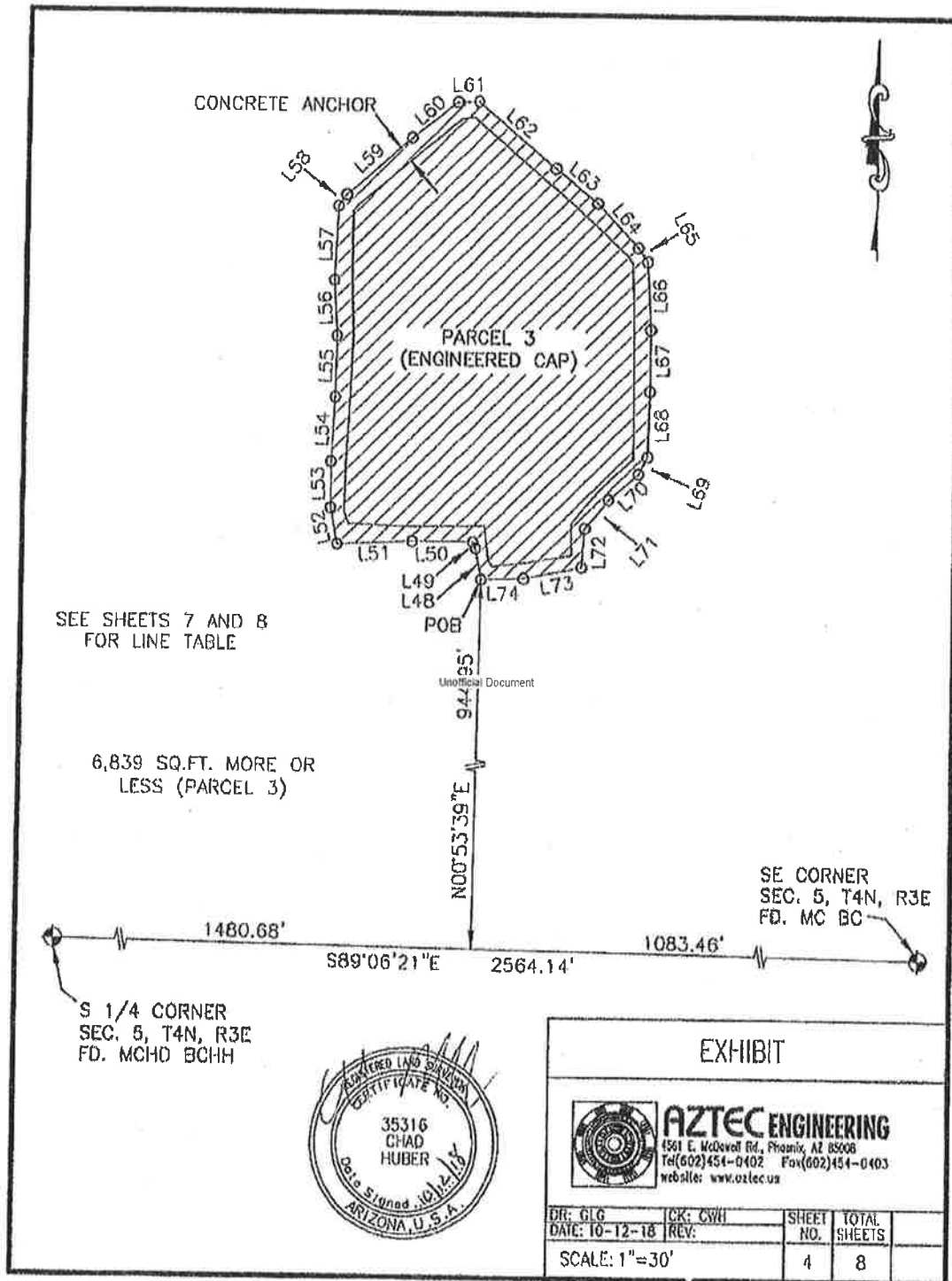
DIG: GLG	CHK: CWH	SHEET	TOTAL
DATE: 10-12-18	REV:	NO.	SHEETS
SCALE: 1" = 30'		2	8



EXHIBIT

**AZTEC ENGINEERING**  
 4501 E. McDowell Rd., Phoenix, AZ 85008  
 Tel: (602) 434-0402 Fax: (602) 434-0403  
 website: www.aztecus.com

DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS
DATE: 10-12-18	REV:	3	8
SCALE: 1"=30'			

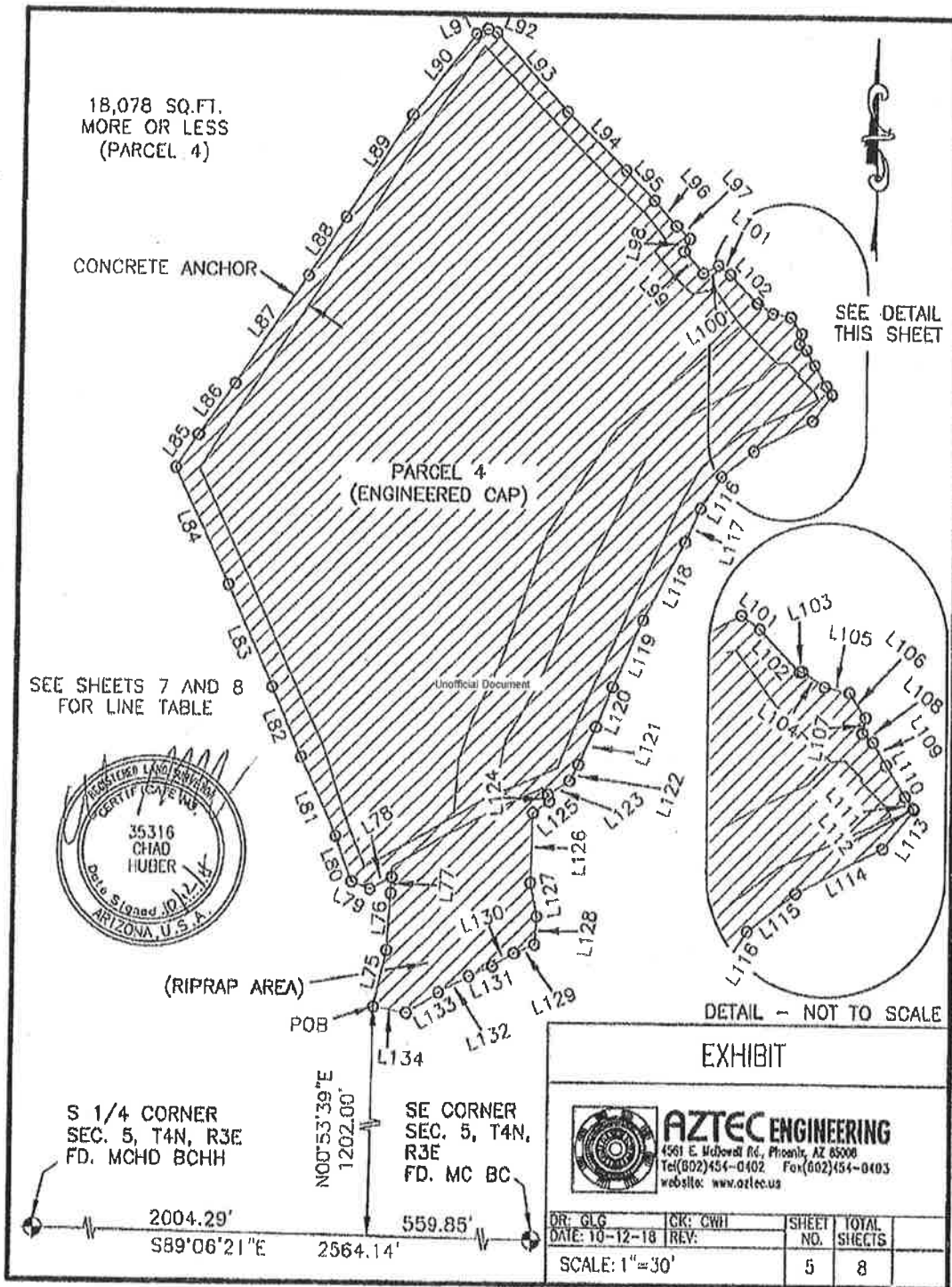


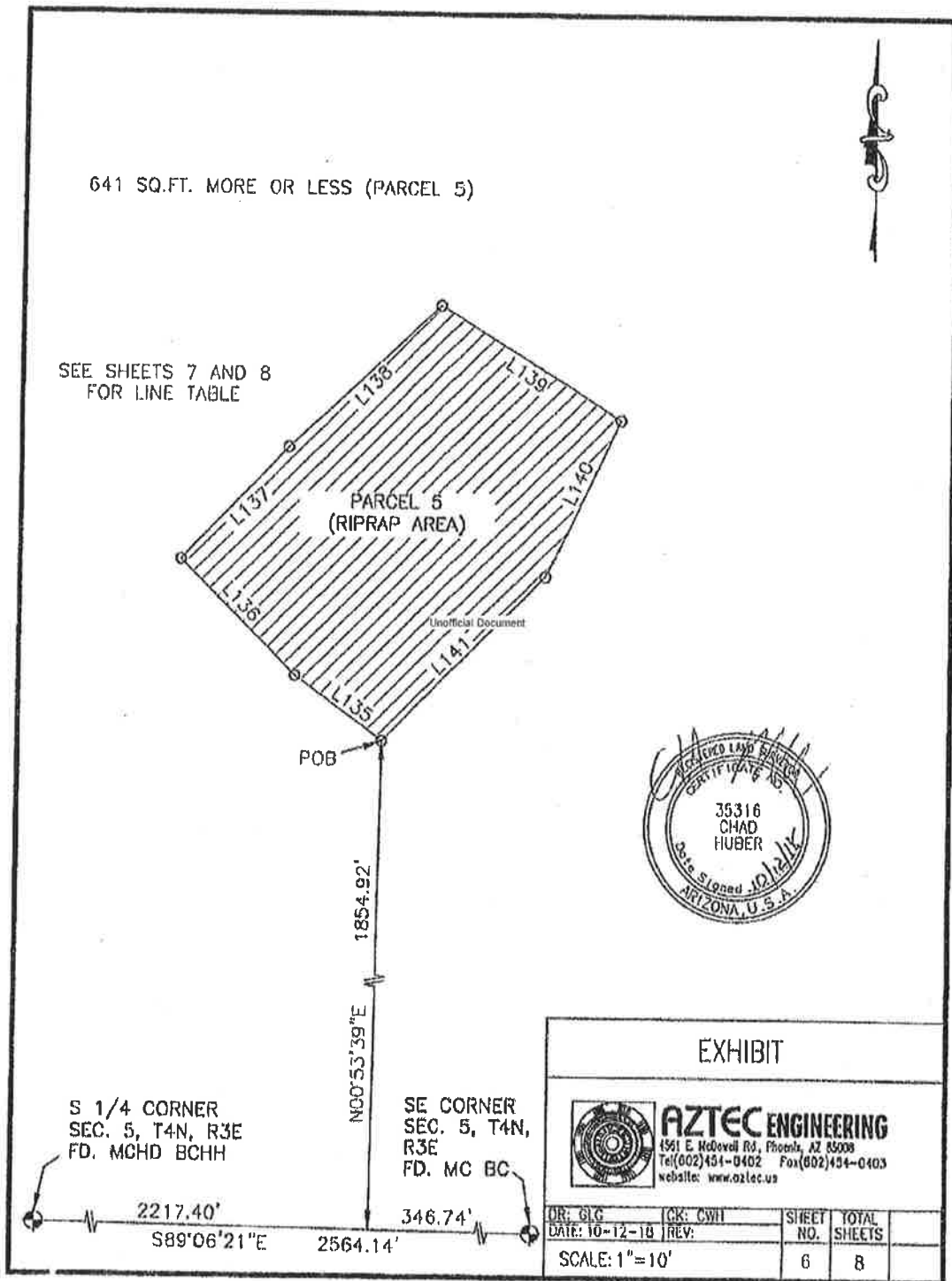
**EXHIBIT**

**AZTEC ENGINEERING**  
 4561 E. McDowell Rd., Phoenix, AZ 85008  
 Tel: (602) 454-0402 Fax: (602) 454-0403  
 website: www.aztec.us

DR: GLG	CK: CVH	SHEET NO.	TOTAL SHEETS
DATE: 10-12-18	REV:	4	8
SCALE: 1" = 30'			








LINE TABLE		
LINE	BEARING	DISTANCE
L1	N46°59'43"W	27.74'
L2	N48°07'14"W	20.36'
L3	N34°34'32"E	7.32'
L4	N41°54'45"E	20.43'
L5	N43°05'06"E	21.32'
L6	S48°20'46"E	10.60'
L7	S48°33'55"E	19.67'
L8	S48°19'41"E	15.55'
L9	S50°08'28"E	4.27'
L10	S37°01'50"W	3.88'
L11	S42°17'27"W	25.91'
L12	S44°03'04"W	18.79'
L13	S75°56'06"W	1.89'
L14	N53°47'31"W	5.35'
L15	N45°25'00"W	12.22'
L16	N49°10'48"W	16.35'
L17	N47°11'14"W	19.70'
L18	N50°38'33"W	18.51'
L19	N47°48'51"W	20.32'
L20	N49°23'40"W	20.44'
L21	N48°43'55"W	21.14'
L22	N47°11'14"W	4.77'
L23	N46°23'04"E	4.63'
L24	N44°46'05"E	24.27'
L25	N44°38'42"E	14.71'
L26	N45°28'58"E	14.99'
L27	N46°37'42"E	14.84'
L28	N42°03'52"E	21.39'
L29	S48°56'25"E	12.53'
L30	S47°56'46"E	24.89'
L31	S47°20'44"E	22.01'
L32	S49°02'50"E	18.93'
L33	S41°16'29"E	3.87'
L34	S23°32'41"W	2.42'
L35	S42°10'21"W	24.15'
L36	S40°49'14"W	15.87'

LINE TABLE		
LINE	BEARING	DISTANCE
L37	S43°24'23"W	17.31'
L38	S07°10'51"W	2.25'
L39	S47°15'29"E	10.63'
L40	S47°15'34"E	21.31'
L41	S48°42'24"E	14.95'
L42	S42°38'34"E	2.98'
L43	S05°51'36"E	2.62'
L44	S11°15'54"W	2.48'
L45	S45°59'27"W	13.00'
L46	S46°06'19"W	12.00'
L47	S66°04'46"W	2.39'
L48	N11°33'50"W	7.63'
L49	N24°29'24"W	1.64'
L50	N89°54'55"W	14.47'
L51	S87°08'17"W	17.99'
L52	N11°34'49"W	8.79'
L53	N00°06'22"W	11.01'
L54	N02°55'15"E	15.32'
L55	N01°04'26"E	14.52'
L56	N03°49'23"W	13.20'
L57	N02°26'17"E	17.59'
L58	N35°17'16"E	3.37'
L59	N48°36'01"E	20.69'
L60	N52°07'47"E	13.94'
L61	N87°24'46"E	4.90'
L62	S50°03'03"E	24.48'
L63	S51°20'33"E	12.97'
L64	S43°26'28"E	14.38'
L65	S34°31'33"E	4.06'
L66	S03°21'34"E	16.15'
L67	S00°01'01"W	14.66'
L68	S01°18'27"W	15.56'
L69	S27°34'26"W	4.62'
L70	S48°37'09"W	9.38'
L71	S39°09'35"W	8.90'

Unofficial Document



**EXHIBIT**



**AZTEC ENGINEERING**  
 4561 E. McDowell Rd., Phoenix, AZ 85008  
 Tel:(602)454-0402 Fax:(602)454-0403  
 website: www.aztec.us

DR: GLG	CR: GWA	SHEET	TOTAL
DATE: 10-12-18	REV:	NO.	SHEETS
SCALE: N.T.S.		7	8

LINE TABLE		
LINE	BEARING	DISTANCE
L72	S04°09'21"W	9.32'
L73	S78°37'07"W	14.03'
L74	S87°54'52"W	10.30'
L75	N12°39'30"E	13.68'
L76	N03°40'04"E	13.51'
L77	N03°19'19"E	3.84'
L78	S61°27'11"W	5.96'
L79	N68°24'17"W	4.72'
L80	N20°43'56"W	11.42'
L81	N24°36'10"W	20.47'
L82	N23°09'08"W	18.02'
L83	N24°11'52"W	26.48'
L84	N24°48'32"W	30.53'
L85	N33°30'19"E	9.32'
L86	N35°07'34"E	14.92'
L87	N33°42'47"E	30.86'
L88	N32°50'40"E	16.53'
L89	N32°27'21"E	28.86'
L90	N38°06'18"E	24.49'
L91	N66°54'12"E	2.93'
L92	S69°34'49"E	2.36'
L93	S42°45'15"E	25.21'
L94	S45°43'33"E	19.63'
L95	S45°13'39"E	9.89'
L96	S42°03'28"E	8.05'
L97	S46°20'34"E	4.30'
L98	S22°55'51"W	3.29'
L99	S42°26'21"E	6.86'
L100	N82°44'37"E	4.10'
L101	S53°58'25"E	3.71'
L102	S44°01'54"E	9.33'
L103	N84°09'21"E	0.44'
L104	S56°32'30"E	4.38'
L105	S78°44'41"E	4.35'
L106	S33°39'47"E	4.72'

LINE TABLE		
LINE	BEARING	DISTANCE
L107	S10°49'31"W	2.49'
L108	S50°32'50"E	2.16'
L109	S29°45'11"E	4.20'
L110	S31°36'23"E	5.73'
L111	S35°24'31"E	2.23'
L112	S38°40'52"E	0.34'
L113	S38°07'09"W	7.88'
L114	S62°49'36"W	15.90'
L115	S52°10'19"W	9.87'
L116	S33°51'36"W	9.12'
L117	S23°43'06"W	8.79'
L118	S27°47'52"W	21.06'
L119	S24°26'46"W	17.54'
L120	S21°48'00"W	10.19'
L121	S23°25'39"W	9.85'
L122	S28°09'22"W	4.37'
L123	S56°48'20"W	6.05'
L124	S11°13'12"E	1.67'
L125	S54°09'55"W	4.67'
L126	S01°20'48"W	16.59'
L127	S11°10'22"E	8.12'
L128	S03°54'54"W	6.65'
L129	S67°25'36"W	5.34'
L130	S58°25'41"W	5.97'
L131	S66°35'05"W	6.05'
L132	S61°52'33"W	8.29'
L133	S57°33'48"W	9.09'
L134	N80°19'32"W	7.90'
L135	N54°06'17"W	8.74'
L136	N45°13'24"W	13.05'
L137	N43°34'29"E	12.40'
L138	N47°12'16"E	16.67'
L139	S58°06'42"E	16.97'
L140	S25°25'51"W	13.83'
L141	S44°25'28"W	18.44'

Unofficial Document



EXHIBIT



**AZTEC ENGINEERING**  
 4561 E McDowell Rd., Phoenix, AZ 85032  
 Tel: (602) 454-0402 Fax: (602) 454-0403  
 website: www.aztec.us

DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS
DATE: 10-12-16	REV:	8	8
SCALE: N.T.S.			

Premier Title Agency  
2910 E Camelback Rd., Suite 100  
Phoenix, AZ 85016  
Phone: (602) 224-0400  
Fax: (480) 718-8395

Date: February 8, 2019

Accommodation # \_\_\_\_\_

**Accommodation Recording Instructions  
and  
Indemnity, Hold Harmless and Release of Liability Agreement**

To: Premier Title Agency:

The undersigned hand(s) you the following documents and request that you deliver said documents to the Office of the County Recorder of Maricopa County, State of Arizona for recording as an accommodation to the undersigned. You are to make no examination of said documents, or of any records, and are not to be concerned with their validity, sufficiency, accuracy or effect on title.

The undersigned agrees to indemnify and hold Company harmless against any and all liabilities, losses, damages, expenses and charges which Company may sustain or incur whether arising from or based on, directly or indirectly, any claim, action, proceeding, judgment, order or process in connection with the recording, failure to record, or other acts undertaken in connection, whether negligent or otherwise.

The undersigned also hereby releases Company of any liability in connection with said documents and acknowledges it is the express purpose and scope of this agreement to relieve Company of any and all liability for any and all acts or failures to act, negligent or otherwise, whether passive or active.

In connection with this indemnity, hold harmless and release of liability agreement, the undersigned understands that 1) protection against acts or failures to act covered by this agreement may be obtained in the form of escrow services and/or title insurance at filed rates, but that undersigned declines these services in connection with said documents; 2) in the absence of such escrow services and/or title insurance Company is unwilling to and would not carry out the requested acts or undertake any action with respect to said documents but for this agreement, and will rely on this agreement in accepting and recording said documents; 3) Company may provide escrow services and/or title insurance whether related or not, and that the acceptance and recording said documents are outside the scope of any such services; 4) the undersigned or others may record documents instead, and that it is not essential that Company accept or record said documents, that Company will derive no benefit from accepting or recording said documents, but that the undersigned will, and that this agreement is freely and voluntarily given in consideration of acceptance and recording, and acceptance and recording is the only consideration for this agreement; 5) this agreement is the sole expression of the intent of the undersigned and Company with respect to said documents; 6) the provisions of this agreement are severable, and in the event any provision is declared unenforceable, the remainder shall remain in full force and effect.

Document	First Party	Second Party	Transfer Tax	Recording Fee
1. Deed	The Patricia Archic Foundation, LLC		\$0.00	\$15.00
2.				
3.				
4.				
5.			\$0.00	\$15.00

Date: 2/8/19

Date: 2/11/2019

Signature:

Premier Title Agency

By: RICH NEWTON

Authorized Agent

It's: Commercial Escrow Officer

**Exhibit 2**

**Legal Description of the Property  
Subject to the Declaration**

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**NON-RESIDENTIAL PARCEL**

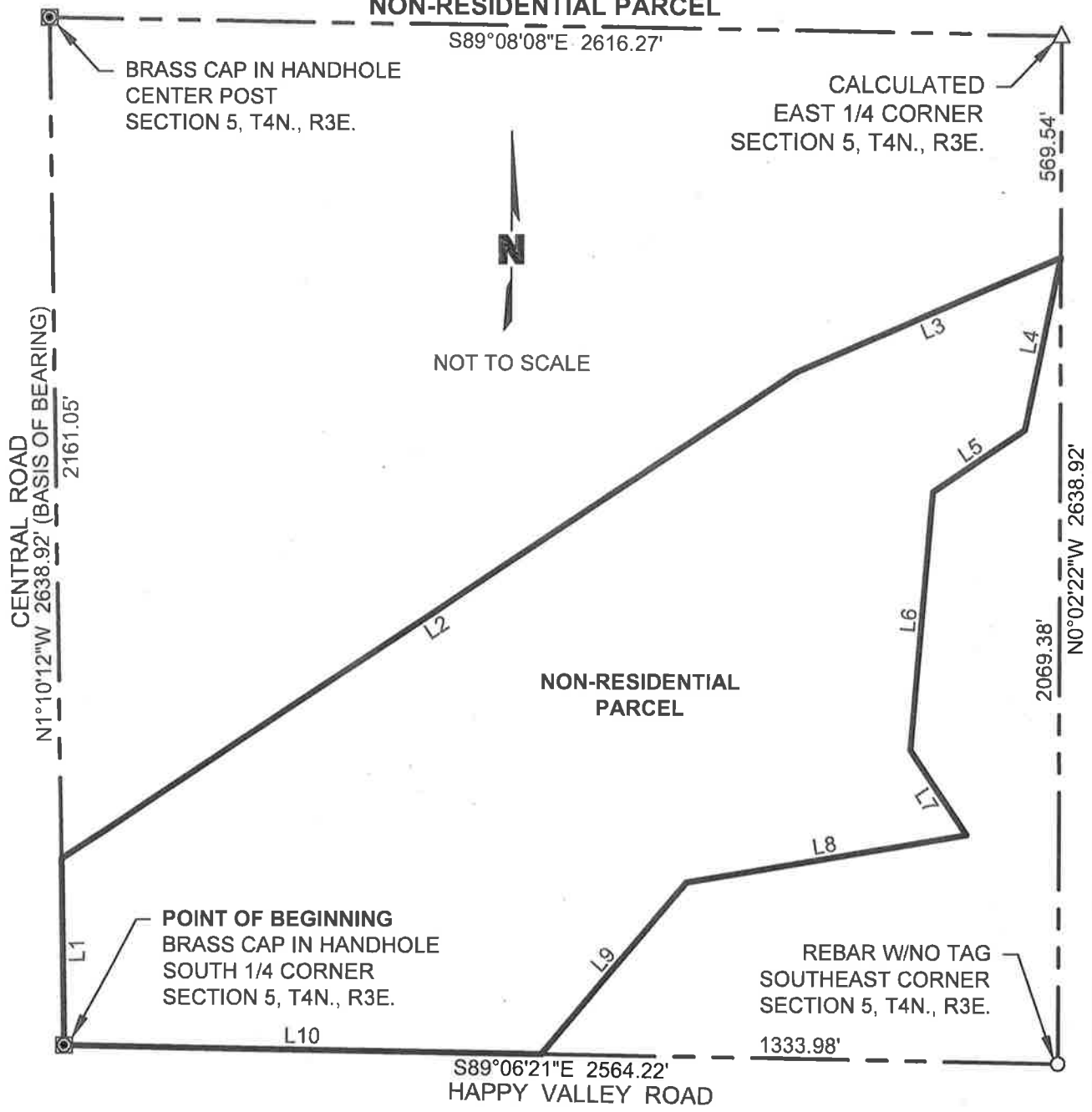
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A BRASS CAP IN HAND HOLE AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH A BRASS CAP IN HAND HOLE AT THE CENTER OF SECTION 5, BEARS N1°10'12"W, A DISTANCE OF 2638.92 FEET;  
 THENCE N1°10'12"W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 477.87 FEET;  
 THENCE, DEPARTING SAID WEST LINE, N56°23'41"E, A DISTANCE OF 2265.43 FEET;  
 THENCE N66°31'14"E, A DISTANCE OF 747.30 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 5;  
 THENCE, DEPARTING SAID EAST LINE, S11°37'08"W, A DISTANCE OF 452.59 FEET;  
 THENCE S55°50'47"W, A DISTANCE OF 284.83 FEET;  
 THENCE S4°47'43"W, A DISTANCE OF 665.23 FEET;  
 THENCE S33°46'05"E, A DISTANCE OF 262.82 FEET;  
 THENCE S80°18'19"W, A DISTANCE OF 734.30 FEET;  
 THENCE S40°12'28"W, A DISTANCE OF 576.52 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 5;  
 THENCE, ALONG SAID SOUTH LINE, N89°06'21"W, A DISTANCE OF 1230.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.780 ACRES MORE OR LESS.



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**NON-RESIDENTIAL PARCEL**



**LINE TABLE**

LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N1°10'12"W	477.87'	L6	S4°47'43"W	665.23'
L2	N56°23'41"E	2265.43'	L7	S33°46'05"E	262.82'
L3	N66°31'14"E	747.30'	L8	S80°18'19"W	734.30'
L4	S11°37'08"W	452.59'	L9	S40°12'28"W	576.52'
L5	S55°50'47"W	284.83'	L10	N89°06'21"W	1230.24'



**LEGAL DESCRIPTION**  
**APN: 210-14-050A**

FIVE PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 5, BEARS S89°06'21"E, A DISTANCE OF 2564.14 FEET;

**THENCE** ALONG THE SOUTH LINE OF SAID SECTION 5, S89°06'21"E, A DISTANCE OF 1334.86 FEET;

**THENCE** DEPARTING SAID SOUTH LINE, N00°53'39"E, A DISTANCE OF 333.32 FEET TO THE **POINT OF BEGINNING**;

**THENCE** N46°59'43"W, A DISTANCE OF 27.74 FEET;

**THENCE** N48°07'14"W, A DISTANCE OF 20.36 FEET;

**THENCE** N34°34'32"E, A DISTANCE OF 7.32 FEET;

**THENCE** N41°54'45"E, A DISTANCE OF 20.43 FEET;

**THENCE** N43°05'06"E, A DISTANCE OF 21.32 FEET;

**THENCE** S48°20'46"E, A DISTANCE OF 10.60 FEET;

**THENCE** S48°33'55"E, A DISTANCE OF 19.67 FEET;

**THENCE** S48°19'41"E, A DISTANCE OF 15.55 FEET;

**THENCE** S50°08'28"E, A DISTANCE OF 4.27 FEET;

**THENCE** S37°01'50"W, A DISTANCE OF 3.88 FEET;

**THENCE** S42°17'27"W, A DISTANCE OF 25.91 FEET;

**THENCE** S44°03'04"W, A DISTANCE OF 18.79 FEET;

**THENCE** S75°56'06"W, A DISTANCE OF 1.69 FEET TO THE **POINT OF BEGINNING**.

SAID **PARCEL 1** CONTAINS 2,486 SQUARE FEET, MORE OR LESS.

**PARCEL 2:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 5, BEARS S89°06'21"E, A DISTANCE OF 2564.14 FEET;

**THENCE** ALONG THE SOUTH LINE OF SAID SECTION 5, S89°06'21"E, A DISTANCE OF 1383.54 FEET;

**THENCE** DEPARTING SAID SOUTH LINE, N00°53'39"E, A DISTANCE OF 396.92 FEET TO THE POINT OF BEGINNING;

**THENCE** N53°47'31"W, A DISTANCE OF 5.35 FEET;

**THENCE** N45°25'00"W, A DISTANCE OF 12.22 FEET;

**THENCE** N49°10'48"W, A DISTANCE OF 16.35 FEET;

**THENCE** N47°11'14"W, A DISTANCE OF 19.70 FEET;

**THENCE** N50°38'33"W, A DISTANCE OF 18.51 FEET;

**THENCE** N47°48'51"W, A DISTANCE OF 20.32 FEET;

**THENCE** N49°23'40"W, A DISTANCE OF 20.44 FEET;

**THENCE** N48°43'55"W, A DISTANCE OF 21.14 FEET;

**THENCE** N47°11'14"W, A DISTANCE OF 4.77 FEET;

**THENCE** N46°23'04"E, A DISTANCE OF 4.63 FEET;

**THENCE** N44°46'05"E, A DISTANCE OF 24.27 FEET;

**THENCE** N44°38'42"E, A DISTANCE OF 14.71 FEET;

**THENCE** N45°28'58"E, A DISTANCE OF 14.99 FEET;

**THENCE** N46°37'42"E, A DISTANCE OF 14.84 FEET;

**THENCE** N42°03'52"E, A DISTANCE OF 21.39 FEET;

**THENCE** S48°56'25"E, A DISTANCE OF 12.53 FEET;

**THENCE** S47°56'46"E, A DISTANCE OF 24.89 FEET;

**THENCE** S47°20'44"E, A DISTANCE OF 22.01 FEET;

**THENCE** S49°02'50"E, A DISTANCE OF 18.93 FEET;

**THENCE** S41°16'29"E, A DISTANCE OF 3.87 FEET;

THENCE S23°32'41"W, A DISTANCE OF 2.42 FEET;  
THENCE S42°10'21"W, A DISTANCE OF 24.15 FEET;  
THENCE S40°49'14"W, A DISTANCE OF 15.87 FEET;  
THENCE S43°24'23"W, A DISTANCE OF 17.31 FEET;  
THENCE S07°10'51"W, A DISTANCE OF 2.25 FEET;  
THENCE S47°15'29"E, A DISTANCE OF 10.63 FEET;  
THENCE S47°15'34"E, A DISTANCE OF 21.31 FEET;  
THENCE S48°42'24"E, A DISTANCE OF 14.95 FEET;  
THENCE S42°38'34"E, A DISTANCE OF 2.98 FEET;  
THENCE S05°51'36"E, A DISTANCE OF 2.62 FEET;  
THENCE S11°15'54"W, A DISTANCE OF 2.48 FEET;  
THENCE S45°59'27"W, A DISTANCE OF 13.00 FEET;  
THENCE S46°06'19"W, A DISTANCE OF 12.00 FEET;  
THENCE S66°04'46"W, A DISTANCE OF 2.39 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL 2 CONTAINS 9,664 SQUARE FEET, MORE OR LESS.

**PARCEL 3:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 5, BEARS S89°06'21"E, A DISTANCE OF 2564.14 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 5, S89°06'21"E, A DISTANCE OF 1480.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, N00°53'39"E, A DISTANCE OF 944.95 FEET TO THE POINT OF BEGINNING;

THENCE N11°33'50"W, A DISTANCE OF 7.63 FEET;

THENCE N24°29'24"W, A DISTANCE OF 1.64 FEET;

THENCE N89°54'55"W, A DISTANCE OF 14.47 FEET;

THENCE S87°08'17"W, A DISTANCE OF 17.99 FEET;

THENCE N11°34'49"W, A DISTANCE OF 8.79 FEET;  
THENCE N00°06'22"W, A DISTANCE OF 11.01 FEET;  
THENCE N02°55'15"E, A DISTANCE OF 15.32 FEET;  
THENCE N01°04'26"E, A DISTANCE OF 14.52 FEET;  
THENCE N03°49'23"W, A DISTANCE OF 13.29 FEET;  
THENCE N02°26'17"E, A DISTANCE OF 17.59 FEET;  
THENCE N35°17'16"E, A DISTANCE OF 3.37 FEET;  
THENCE N48°36'01"E, A DISTANCE OF 20.69 FEET;  
THENCE N52°07'47"E, A DISTANCE OF 13.94 FEET;  
THENCE N87°24'46"E, A DISTANCE OF 4.90 FEET;  
THENCE S50°03'03"E, A DISTANCE OF 24.48 FEET;  
THENCE S51°20'33"E, A DISTANCE OF 12.97 FEET;  
THENCE S43°26'28"E, A DISTANCE OF 14.38 FEET;  
THENCE S34°31'33"E, A DISTANCE OF 4.06 FEET;  
THENCE S03°21'34"E, A DISTANCE OF 16.15 FEET;  
THENCE S00°01'01"W, A DISTANCE OF 14.66 FEET;  
THENCE S01°18'27"W, A DISTANCE OF 15.56 FEET;  
THENCE S27°34'26"W, A DISTANCE OF 4.62 FEET;  
THENCE S48°37'09"W, A DISTANCE OF 9.38 FEET;  
THENCE S39°09'35"W, A DISTANCE OF 8.90 FEET;  
THENCE S04°09'21"W, A DISTANCE OF 9.32 FEET;  
THENCE S78°37'07"W, A DISTANCE OF 14.03 FEET;  
THENCE S87°54'52"W, A DISTANCE OF 10.30 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL 3 CONTAINS 6,839 SQUARE FEET, MORE OR LESS.

**PARCEL 4:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 5, BEARS S89°06'21"E, A DISTANCE OF 2564.14 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 5, S89°06'21"E, A DISTANCE OF 2004.29 FEET;

THENCE DEPARTING SAID SOUTH LINE, N00°53'39"E, A DISTANCE OF 1202.00 FEET TO THE POINT OF BEGINNING;

THENCE N12°39'30"E, A DISTANCE OF 13.68 FEET;

THENCE N03°40'04"E, A DISTANCE OF 13.51 FEET;

THENCE N03°19'19"E, A DISTANCE OF 3.84 FEET;

THENCE S61°27'11"W, A DISTANCE OF 5.96 FEET;

THENCE N68°24'17"W, A DISTANCE OF 4.72 FEET;

THENCE N20°43'56"W, A DISTANCE OF 11.42 FEET;

THENCE N24°36'10"W, A DISTANCE OF 20.47 FEET;

THENCE N23°09'08"W, A DISTANCE OF 18.02 FEET;

THENCE N24°11'52"W, A DISTANCE OF 26.48 FEET;

THENCE N24°48'32"W, A DISTANCE OF 30.53 FEET;

THENCE N33°30'19"E, A DISTANCE OF 9.32 FEET;

THENCE N35°07'34"E, A DISTANCE OF 14.92 FEET;

THENCE N33°42'47"E, A DISTANCE OF 30.86 FEET;

THENCE N32°50'40"E, A DISTANCE OF 16.53 FEET;

THENCE N32°27'21"E, A DISTANCE OF 28.86 FEET;

THENCE N38°06'18"E, A DISTANCE OF 24.49 FEET;

THENCE N66°54'12"E, A DISTANCE OF 2.93 FEET;

THENCE S69°34'49"E, A DISTANCE OF 2.36 FEET;

THENCE S42°45'15"E, A DISTANCE OF 25.21 FEET;

THENCE S45°43'33"E, A DISTANCE OF 19.63 FEET;

THENCE S45°13'39"E, A DISTANCE OF 9.89 FEET;  
THENCE S42°03'28"E, A DISTANCE OF 8.05 FEET;  
THENCE S46°20'34"E, A DISTANCE OF 4.30 FEET;  
THENCE S22°55'51"W, A DISTANCE OF 3.29 FEET;  
THENCE S42°26'21"E, A DISTANCE OF 6.86 FEET;  
THENCE N62°44'37"E, A DISTANCE OF 4.10 FEET;  
THENCE S53°58'25"E, A DISTANCE OF 3.71 FEET;  
THENCE S44°01'54"E, A DISTANCE OF 9.33 FEET;  
THENCE N84°09'21"E, A DISTANCE OF 0.44 FEET;  
THENCE S56°32'30"E, A DISTANCE OF 4.38 FEET;  
THENCE S78°44'41"E, A DISTANCE OF 4.35 FEET;  
THENCE S33°39'47"E, A DISTANCE OF 4.72 FEET;  
THENCE S10°49'31"W, A DISTANCE OF 2.49 FEET;  
THENCE S50°32'50"E, A DISTANCE OF 2.16 FEET;  
THENCE S29°45'11"E, A DISTANCE OF 4.20 FEET;  
THENCE S31°36'23"E, A DISTANCE OF 5.73 FEET;  
THENCE S35°24'31"E, A DISTANCE OF 2.23 FEET;  
THENCE S38°40'52"E, A DISTANCE OF 0.34 FEET;  
THENCE S38°07'09"W, A DISTANCE OF 7.88 FEET;  
THENCE S62°49'36"W, A DISTANCE OF 15.90 FEET;  
THENCE S52°10'19"W, A DISTANCE OF 9.87 FEET;  
THENCE S33°51'36"W, A DISTANCE OF 9.12 FEET;  
THENCE S23°43'06"W, A DISTANCE OF 8.79 FEET;  
THENCE S27°47'52"W, A DISTANCE OF 21.06 FEET;  
THENCE S24°26'46"W, A DISTANCE OF 17.54 FEET;  
THENCE S21°48'00"W, A DISTANCE OF 10.19 FEET;  
THENCE S23°25'39"W, A DISTANCE OF 9.85 FEET;

THENCE S28°09'22"W, A DISTANCE OF 4.37 FEET;  
THENCE S56°48'20"W, A DISTANCE OF 6.05 FEET;  
THENCE S11°13'12"E, A DISTANCE OF 1.67 FEET;  
THENCE S54°09'55"W, A DISTANCE OF 4.67 FEET;  
THENCE S01°20'48"W, A DISTANCE OF 16.59 FEET;  
THENCE S11°10'22"E, A DISTANCE OF 8.12 FEET;  
THENCE S03°54'54"W, A DISTANCE OF 6.65 FEET;  
THENCE S67°25'36"W, A DISTANCE OF 5.34 FEET;  
THENCE S58°25'41"W, A DISTANCE OF 5.97 FEET;  
THENCE S66°35'05"W, A DISTANCE OF 6.05 FEET;  
THENCE S61°52'33"W, A DISTANCE OF 8.29 FEET;  
THENCE S57°33'48"W, A DISTANCE OF 9.09 FEET;  
THENCE N80°19'32"W, A DISTANCE OF 7.90 FEET TO THE **POINT OF BEGINNING.**  
SAID **PARCEL 4** CONTAINS 18,078 SQUARE FEET, MORE OR LESS.

**PARCEL 5:**

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 5, BEARS S89°06'21"E, A DISTANCE OF 2564.14 FEET;  
THENCE ALONG THE SOUTH LINE OF SAID SECTION 5, S89°06'21"E, A DISTANCE OF 2217.40 FEET;  
THENCE DEPARTING SAID SOUTH LINE, N00°53'39"E, A DISTANCE OF 1854.92 FEET TO THE **POINT OF BEGINNING;**  
THENCE N54°06'17"W, A DISTANCE OF 8.74 FEET;  
THENCE N45°13'24"W, A DISTANCE OF 13.05 FEET;  
THENCE N43°34'29"E, A DISTANCE OF 12.40 FEET;  
THENCE N47°12'16"E, A DISTANCE OF 16.67 FEET;  
THENCE S58°06'42"E, A DISTANCE OF 16.97 FEET;

THENCE S25°25'51"W, A DISTANCE OF 13.83 FEET;

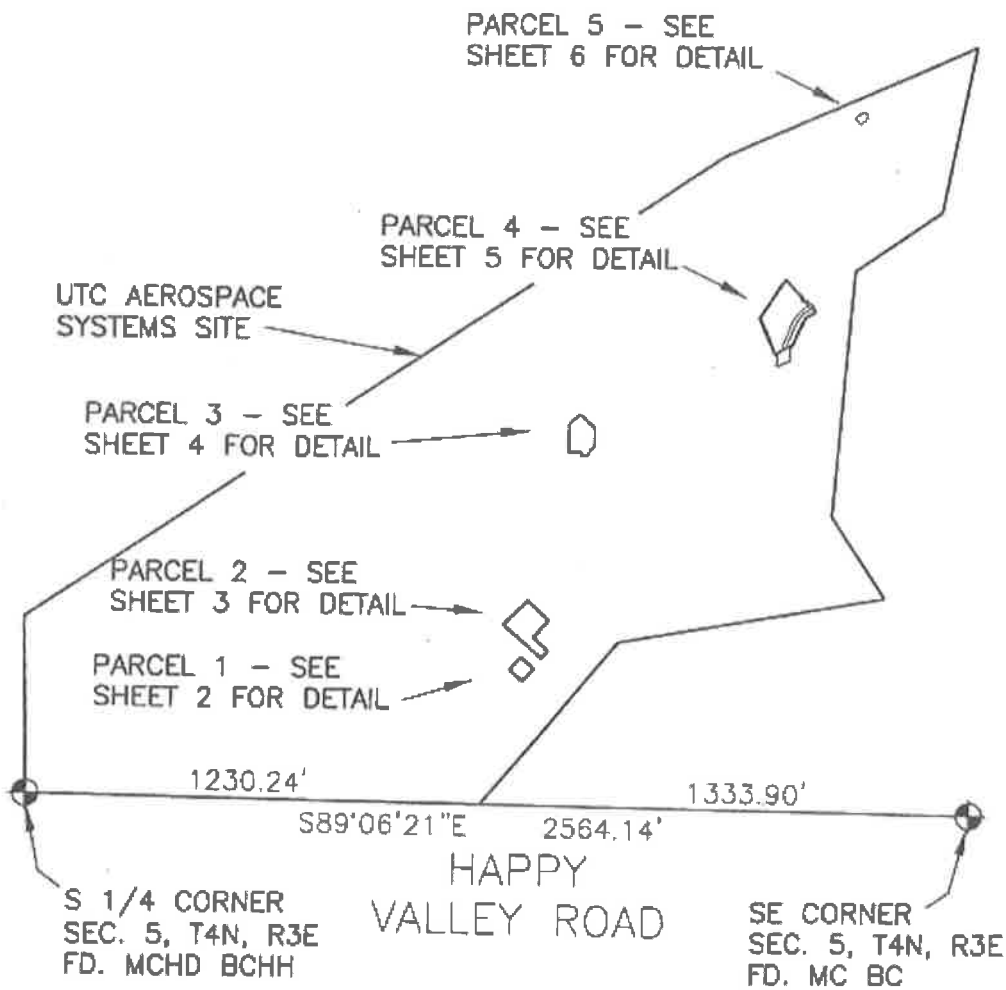
THENCE S44°25'28"W, A DISTANCE OF 18.44 FEET TO THE POINT OF BEGINNING.

SAID PARCEL 5 CONTAINS 641 SQUARE FEET, MORE OR LESS.

TOTAL COMBINED PARCELS CONTAIN 37,708 SQUARE FEET, OR 0.87 ACRES, MORE OR LESS.







**LEGEND**

- POB = POINT OF BEGINNING
- MCHD = MARICOPA COUNTY HIGHWAY DEPARTMENT
- BC = BRASS CAP
- BCHH = BRASS CAP IN HAND HOLE
- = CONCRETE CAP ANCHOR
- MC = MARICOPA COUNTY
- ▨ = ENGINEERED CAP

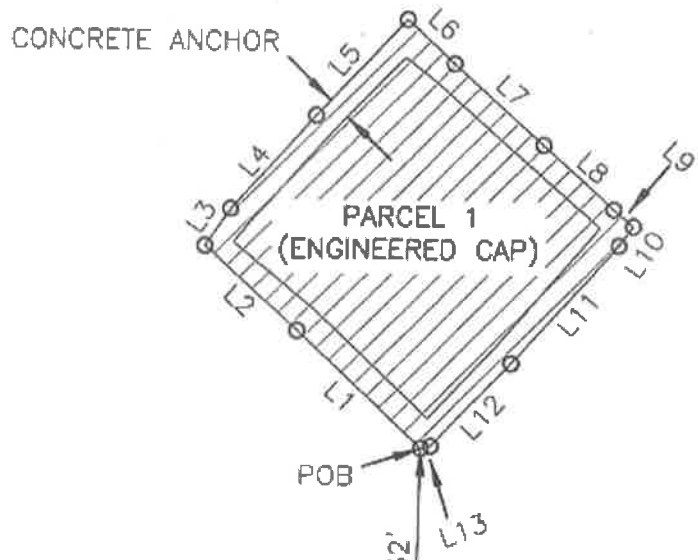


**EXHIBIT**



**AZTEC ENGINEERING**  
4561 E. McDowell Rd., Phoenix, AZ 85008  
Tel(602)454-0402 Fax(602)454-0403  
website: www.aztec.us

DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS
DATE: 10-12-18	REV:	1	8
SCALE: 1"=500'			



SEE SHEETS 7 AND 8  
FOR LINE TABLE

2,486 SQ.FT. MORE OR  
LESS (PARCEL 1)


SE CORNER  
SEC. 5, T4N, R3E  
FD. MC BC



S 1/4 CORNER  
SEC. 5, T4N, R3E  
FD. MCHD BCHH



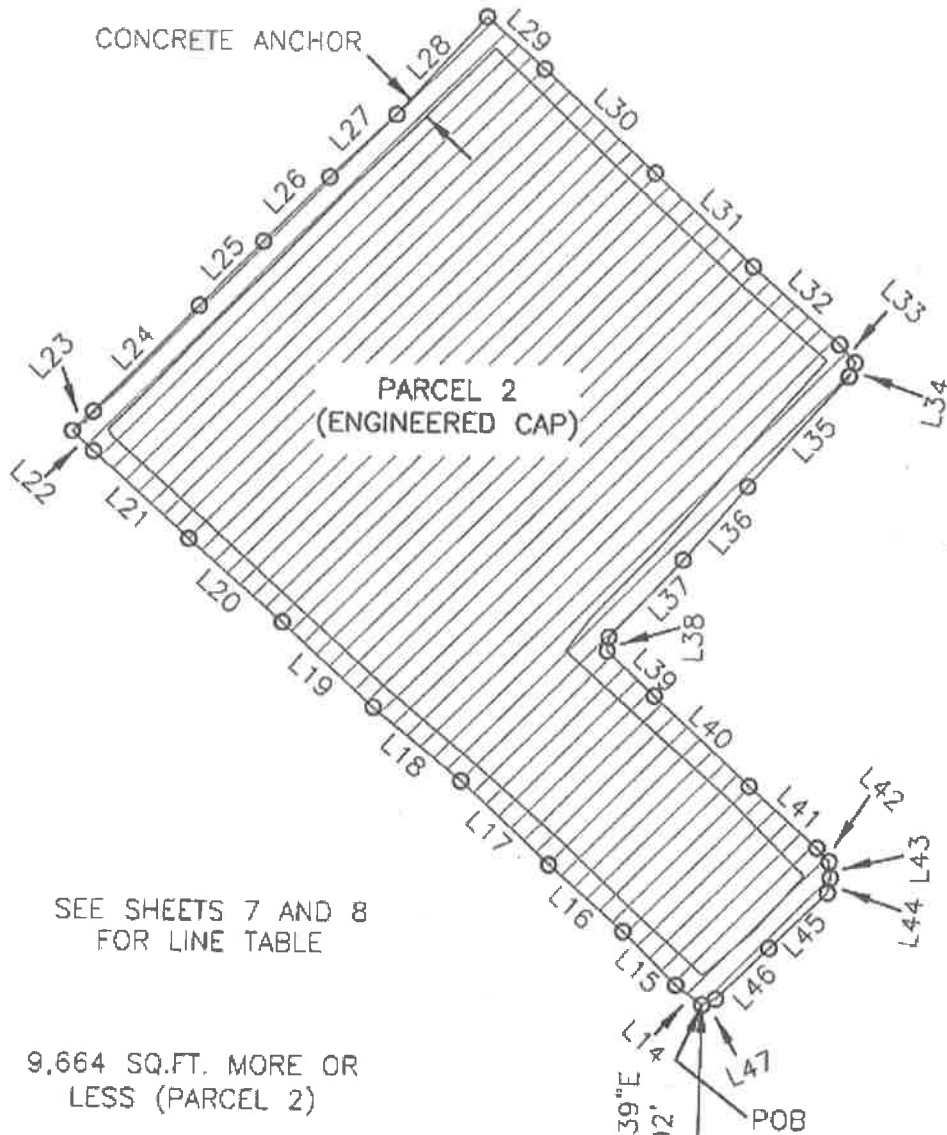
**EXHIBIT**



**AZTEC ENGINEERING**  
4561 E. McDowell Rd., Phoenix, AZ 85008  
Tel(602)454-0402 Fax(602)454-0403  
website: www.aztec.us

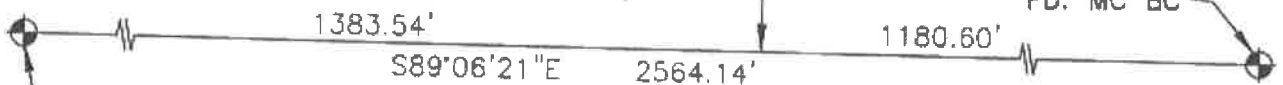
DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS
DATE: 10-12-18	REV:	2	8

SCALE: 1"=30'



SEE SHEETS 7 AND 8  
FOR LINE TABLE

9,664 SQ.FT. MORE OR  
LESS (PARCEL 2)



SE CORNER  
SEC. 5, T4N, R3E  
FD. MC BC

S 1/4 CORNER  
SEC. 5, T4N, R3E  
FD. MCHD BCHH



EXHIBIT

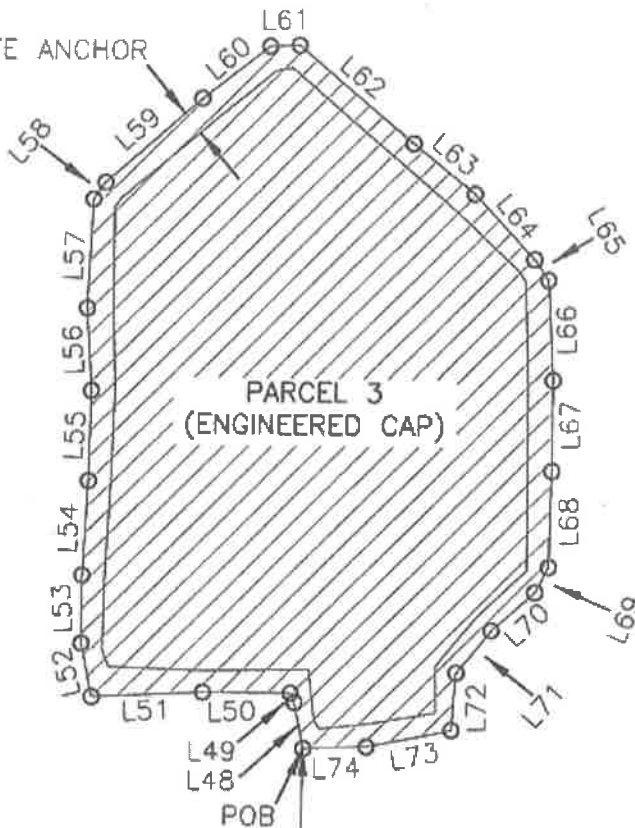


**AZTEC ENGINEERING**  
4561 E. McDowell Rd., Phoenix, AZ 85008  
Tel(602)454-0402 Fax(602)454-0403  
website: www.aztec.us

DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS
DATE: 10-12-18	REV:	3	8

SCALE: 1" = 30'

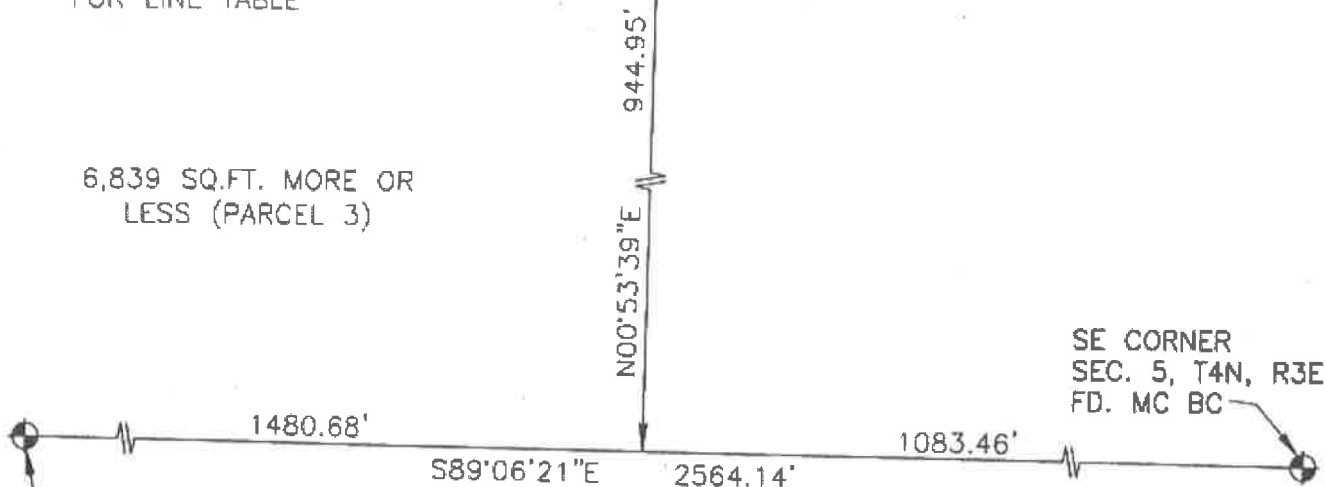
CONCRETE ANCHOR



PARCEL 3  
(ENGINEERED CAP)

SEE SHEETS 7 AND 8  
FOR LINE TABLE

6,839 SQ.FT. MORE OR  
LESS (PARCEL 3)



S 1/4 CORNER  
SEC. 5, T4N, R3E  
FD. MCHD BCHH

SE CORNER  
SEC. 5, T4N, R3E  
FD. MC BC



EXHIBIT



**AZTEC ENGINEERING**

4561 E. McDowell Rd., Phoenix, AZ 85008  
Tel:(602)454-0402 Fax:(602)454-0403  
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DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS
DATE: 10-12-18	REV:	4	8

SCALE: 1" = 30'

18,078 SQ.FT.  
MORE OR LESS  
(PARCEL 4)

CONCRETE ANCHOR

PARCEL 4  
(ENGINEERED CAP)

SEE DETAIL  
THIS SHEET

SEE SHEETS 7 AND 8  
FOR LINE TABLE



(RIPRAP AREA)

POB

S 1/4 CORNER  
SEC. 5, T4N, R3E  
FD. MCHD BCHH

SE CORNER  
SEC. 5, T4N,  
R3E  
FD. MC BC

N00°53'39"E  
1202.00'

2004.29'

S89°06'21"E

2564.14'

559.85'

DETAIL - NOT TO SCALE

EXHIBIT



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website: www.aztec.us

DR: GLG

CK: CWH

SHEET

TOTAL

DATE: 10-12-18

REV:

NO.

SHEETS

SCALE: 1"=30'

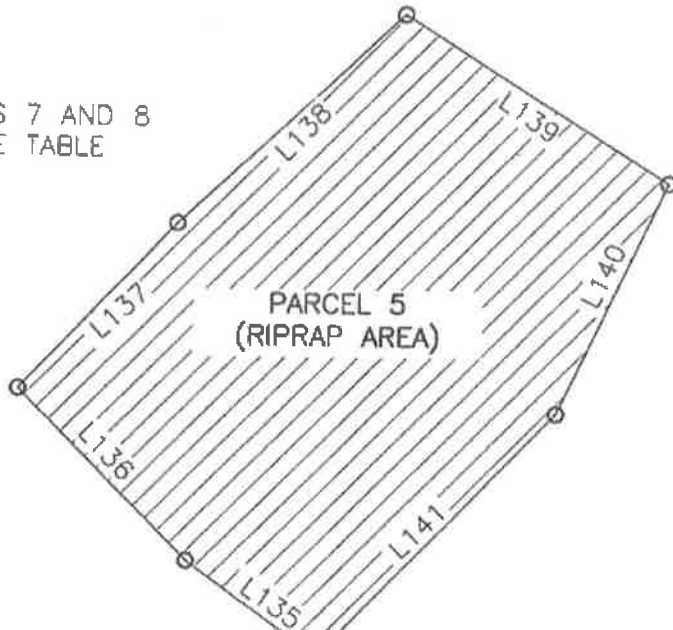
5

8

641 SQ.FT. MORE OR LESS (PARCEL 5)



SEE SHEETS 7 AND 8  
FOR LINE TABLE



POB



1854.92'

N00°53'39"E

S 1/4 CORNER  
SEC. 5, T4N, R3E  
FD. MCHD BCHH

SE CORNER  
SEC. 5, T4N,  
R3E  
FD. MC BC

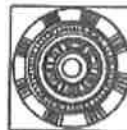
2217.40'

S89°06'21"E

2564.14'

346.74'

EXHIBIT



**AZTEC ENGINEERING**  
4561 E. McDowell Rd., Phoenix, AZ 85008  
Tel(602)454-0402 Fax(602)454-0403  
website: www.aztec.us

DR: GLG  
DATE: 10-12-18

CK: CWH  
REV:

SHEET  
NO.

TOTAL  
SHEETS

SCALE: 1"=10'

6

8

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N46°59'43"W	27.74'
L2	N48°07'14"W	20.36'
L3	N34°34'32"E	7.32'
L4	N41°54'45"E	20.43'
L5	N43°05'06"E	21.32'
L6	S48°20'46"E	10.60'
L7	S48°33'55"E	19.67'
L8	S48°19'41"E	15.55'
L9	S50°08'28"E	4.27'
L10	S37°01'50"W	3.88'
L11	S42°17'27"W	25.91'
L12	S44°03'04"W	18.79'
L13	S75°56'06"W	1.69'
L14	N53°47'31"W	5.35'
L15	N45°25'00"W	12.22'
L16	N49°10'48"W	16.35'
L17	N47°11'14"W	19.70'
L18	N50°38'33"W	18.51'
L19	N47°48'51"W	20.32'
L20	N49°23'40"W	20.44'
L21	N48°43'55"W	21.14'
L22	N47°11'14"W	4.77'
L23	N46°23'04"E	4.63'
L24	N44°46'05"E	24.27'
L25	N44°38'42"E	14.71'
L26	N45°28'58"E	14.99'
L27	N46°37'42"E	14.84'
L28	N42°03'52"E	21.39'
L29	S48°56'25"E	12.53'
L30	S47°56'46"E	24.89'
L31	S47°20'44"E	22.01'
L32	S49°02'50"E	18.93'
L33	S41°16'29"E	3.87'
L34	S23°32'41"W	2.42'
L35	S42°10'21"W	24.15'
L36	S40°49'14"W	15.87'

LINE TABLE		
LINE	BEARING	DISTANCE
L37	S43°24'23"W	17.31'
L38	S07°10'51"W	2.25'
L39	S47°15'29"E	10.63'
L40	S47°15'34"E	21.31'
L41	S48°42'24"E	14.95'
L42	S42°38'34"E	2.98'
L43	S05°51'36"E	2.62'
L44	S11°15'54"W	2.48'
L45	S45°59'27"W	13.00'
L46	S46°06'19"W	12.00'
L47	S66°04'46"W	2.39'
L48	N11°33'50"W	7.63'
L49	N24°29'24"W	1.64'
L50	N89°54'55"W	14.47'
L51	S87°08'17"W	17.99'
L52	N11°34'49"W	8.79'
L53	N00°06'22"W	11.01'
L54	N02°55'15"E	15.32'
L55	N01°04'26"E	14.52'
L56	N03°49'23"W	13.29'
L57	N02°26'17"E	17.59'
L58	N35°17'16"E	3.37'
L59	N48°36'01"E	20.69'
L60	N52°07'47"E	13.94'
L61	N87°24'46"E	4.90'
L62	S50°03'03"E	24.48'
L63	S51°20'33"E	12.97'
L64	S43°26'28"E	14.38'
L65	S34°31'33"E	4.06'
L66	S03°21'34"E	16.15'
L67	S00°01'01"W	14.66'
L68	S01°18'27"W	15.56'
L69	S27°34'26"W	4.62'
L70	S48°37'09"W	9.38'
L71	S39°09'35"W	8.90'



EXHIBIT



**AZTEC ENGINEERING**  
 4561 E. McDowell Rd., Phoenix, AZ 85008  
 Tel(602)454-0402 Fax(602)454-0403  
 website: www.aztec.us

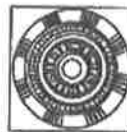
DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS
DATE: 10-12-18	REV:	7	8
SCALE: N.T.S.			

LINE TABLE		
LINE	BEARING	DISTANCE
L72	S04°09'21"W	9.32'
L73	S78°37'07"W	14.03'
L74	S87°54'52"W	10.30'
L75	N12°39'30"E	13.68'
L76	N03°40'04"E	13.51'
L77	N03°19'19"E	3.84'
L78	S61°27'11"W	5.96'
L79	N68°24'17"W	4.72'
L80	N20°43'56"W	11.42'
L81	N24°36'10"W	20.47'
L82	N23°09'08"W	18.02'
L83	N24°11'52"W	26.48'
L84	N24°48'32"W	30.53'
L85	N33°30'19"E	9.32'
L86	N35°07'34"E	14.92'
L87	N33°42'47"E	30.86'
L88	N32°50'40"E	16.53'
L89	N32°27'21"E	28.86'
L90	N38°06'18"E	24.49'
L91	N66°54'12"E	2.93'
L92	S69°34'49"E	2.36'
L93	S42°45'15"E	25.21'
L94	S45°43'33"E	19.63'
L95	S45°13'39"E	9.89'
L96	S42°03'28"E	8.05'
L97	S46°20'34"E	4.30'
L98	S22°55'51"W	3.29'
L99	S42°26'21"E	6.86'
L100	N62°44'37"E	4.10'
L101	S53°58'25"E	3.71'
L102	S44°01'54"E	9.33'
L103	N84°09'21"E	0.44'
L104	S56°32'30"E	4.38'
L105	S78°44'41"E	4.35'
L106	S33°39'47"E	4.72'

LINE TABLE		
LINE	BEARING	DISTANCE
L107	S10°49'31"W	2.49'
L108	S50°32'50"E	2.16'
L109	S29°45'11"E	4.20'
L110	S31°36'23"E	5.73'
L111	S35°24'31"E	2.23'
L112	S38°40'52"E	0.34'
L113	S38°07'09"W	7.88'
L114	S62°49'36"W	15.90'
L115	S52°10'19"W	9.87'
L116	S33°51'36"W	9.12'
L117	S23°43'06"W	8.79'
L118	S27°47'52"W	21.06'
L119	S24°26'46"W	17.54'
L120	S21°48'00"W	10.19'
L121	S23°25'39"W	9.85'
L122	S28°09'22"W	4.37'
L123	S56°48'20"W	6.05'
L124	S11°13'12"E	1.67'
L125	S54°09'55"W	4.67'
L126	S01°20'48"W	16.59'
L127	S11°10'22"E	8.12'
L128	S03°54'54"W	6.65'
L129	S67°25'36"W	5.34'
L130	S58°25'41"W	5.97'
L131	S66°35'05"W	6.05'
L132	S61°52'33"W	8.29'
L133	S57°33'48"W	9.09'
L134	N80°19'32"W	7.90'
L135	N54°06'17"W	8.74'
L136	N45°13'24"W	13.05'
L137	N43°34'29"E	12.40'
L138	N47°12'16"E	16.67'
L139	S58°06'42"E	16.97'
L140	S25°25'51"W	13.83'
L141	S44°25'28"W	18.44'



EXHIBIT



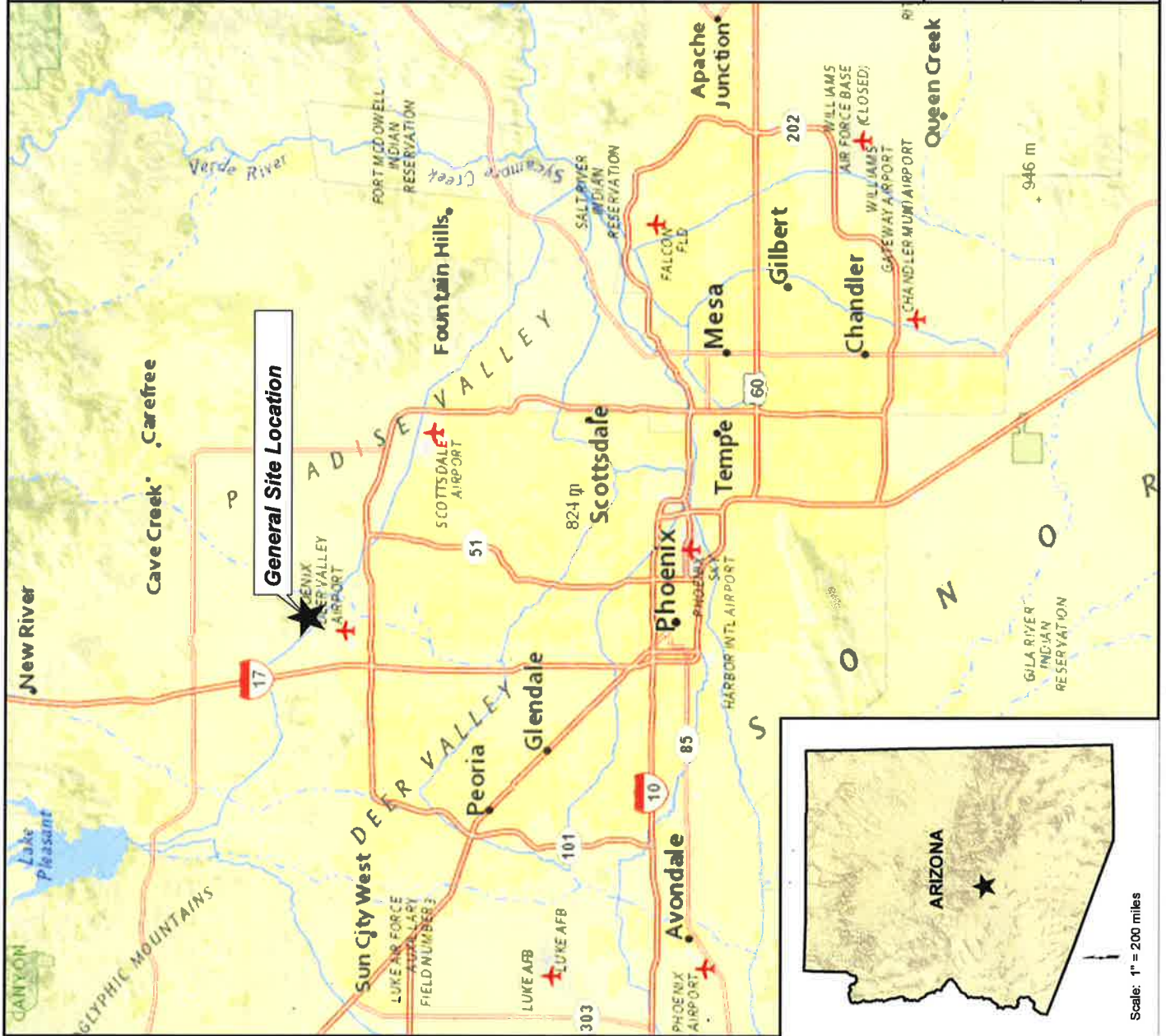
**AZTEC ENGINEERING**  
 4581 E. McDowell Rd., Phoenix, AZ 85008  
 Tel(602)454-0402 Fax(602)454-0403  
 website: www.aztec.us

DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS
DATE: 10-12-18	REV:	8	8
SCALE: N.T.S.			



**Exhibit 3**

**General Site Location Map**



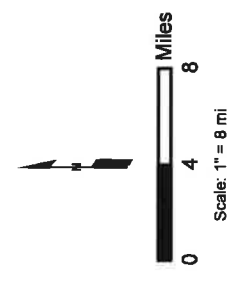
Scale: 1" = 200 miles

**LEGEND**

★ Approximate site location

**NOTES**

• Basemap source: ESRI National Geographic World Map.



FORMER UNIVERSAL PROPUSSION COMPANY, INC. FACILITY  
PHOENIX, ARIZONA

**GENERAL SITE LOCATION MAP**

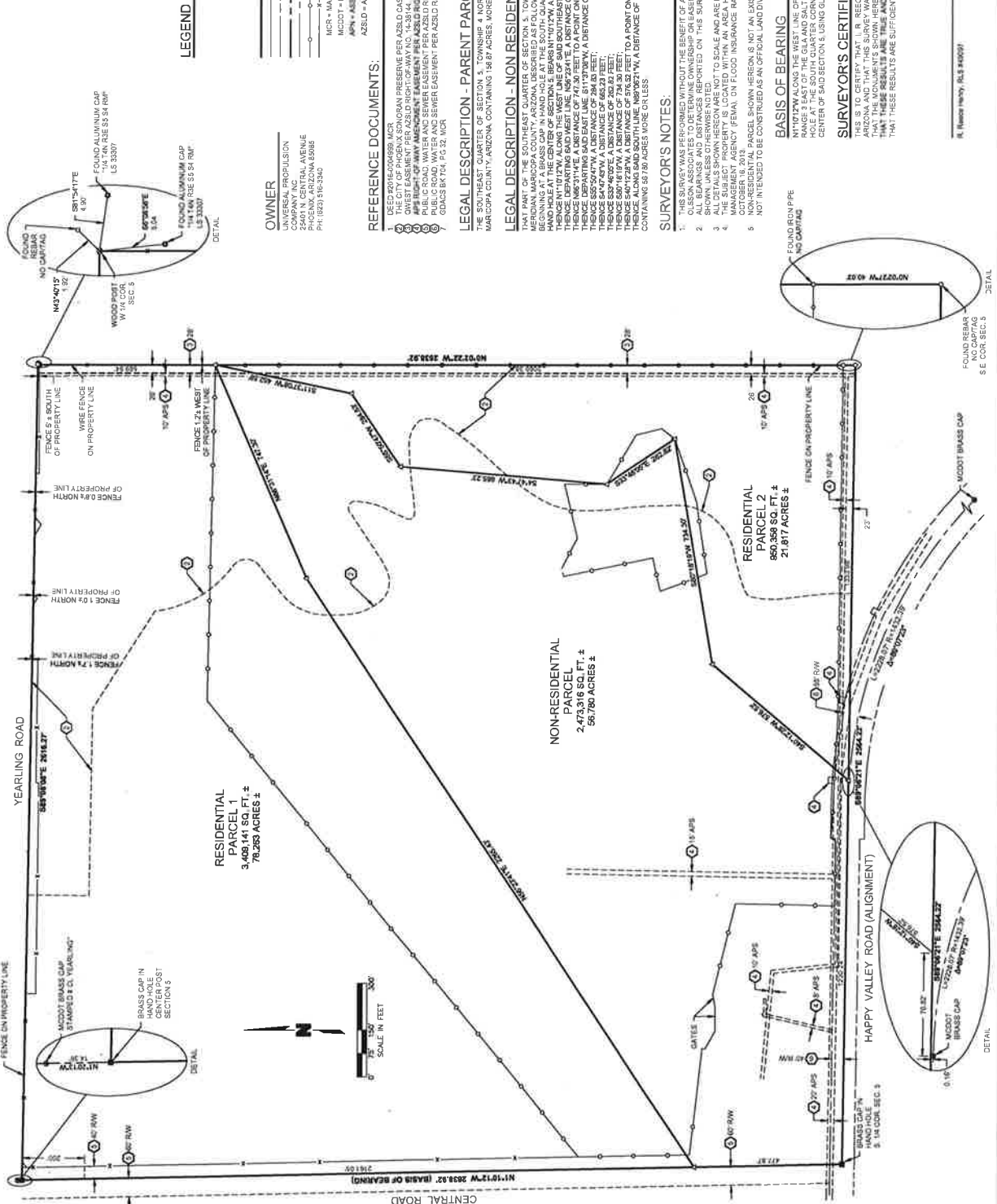
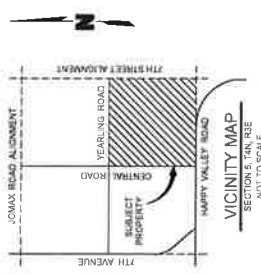


**Exhibit 4**

**Map of the Property  
Subject to the Declaration**

# EXHIBIT 4 - MAP OF THE PROPERTY

## RECORD OF SURVEY OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



- LEGEND**
- FOUND CORNER AS NOTED
  - CALCULATED CORNER
  - BRASS CAP FLUSH
  - BRASS CAP IN HAND-HOLE
  - CALCULATED LINES OR TIES
  - PUBLIC RIGHT-OF-WAY (RW)
  - MONUMENT LINE
  - CHAIN LINK FENCE
  - BARBED WIRE FENCE
  - MCDOT - MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
  - APN - ARIZONA STATE LAND DEPARTMENT
  - AZSLD - ARIZONA STATE LAND DEPARTMENT

**OWNER**  
 UNIVERSAL PROPERTIES  
 COMPANY INC  
 1000 CENTRAL AVENUE  
 PHOENIX, ARIZONA 85086  
 PH: (602) 516-3540

**REFERENCE DOCUMENTS:**

1. DEED 2010-04-04-068, MCR
2. THE CITY OF PHOENIX SNOODAN PRESERVE PER AZSLD CASE NO. 36-10488, SCALED FROM PRESERVE MAP
3. THE CITY OF PHOENIX SNOODAN PRESERVE PER AZSLD CASE NO. 36-10488, SCALED FROM PRESERVE MAP
4. PUBLIC RIGHT-OF-WAY AGREEMENT PER AZSLD RIGHT-OF-WAY NO. 15-102150
5. PUBLIC ROAD, WATER AND SEWER EASEMENT PER AZSLD RIGHT-OF-WAY LEASE NO. 15-102150
6. PUBLIC ROAD, WATER AND SEWER EASEMENT PER AZSLD RIGHT-OF-WAY LEASE NO. 15-102150
7. GOALS BK 724, P. 32, MCR

**LEGAL DESCRIPTION - PARENT PARCEL - (APN 210-14-050):**  
 THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, CONTAINING 156.87 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION - NON RESIDENTIAL PARCEL:**  
 THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:  
 BEGINNING AT A BRASS CAP IN HAND-HOLE AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, FROM WHICH A BRASS CAP IN HAND-HOLE IS LOCATED, BEARING S 17° 12' 12" W, A DISTANCE OF 298.43 FEET, THENCE DEPARTING SAID WEST LINE, N 89° 24' 14" E, A DISTANCE OF 298.43 FEET, THENCE DEPARTING SAID EAST LINE, S 11° 37' 30" W, A DISTANCE OF 452.59 FEET, THENCE S 25° 59' 47" W, A DISTANCE OF 294.83 FEET, THENCE S 89° 46' 02" E, A DISTANCE OF 282.82 FEET, THENCE S 60° 18' 19" W, A DISTANCE OF 734.30 FEET, THENCE ALONG SAID SOUTH LINE, N 89° 24' 14" E, A DISTANCE OF 1204.24 FEET TO THE POINT OF BEGINNING, CONTAINING 58.739 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THIS SURVEY WAS CONDUCTED FOR THE BENEFIT OF A TITLE REPORT AND DOES NOT CONSTITUTE A TITLE SEARCH BY OLSON ASSOCIATES TO DETERMINE OWNERSHIP OR EASEMENTS.
2. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN ON THIS SURVEY.
3. ALL DETAILS SHOWN HEREON ARE NOT TO SCALE AND ARE ENLARGED FOR THE PURPOSES OF CLARIFICATION.
4. THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. UNDEVELOPED WITH A DATE OF IDENTIFICATION OF OCTOBER 18, 2018.
5. NON-RESIDENTIAL PARCEL SHOWN HEREON IS NOT AN EXISTING TAX PARCEL; FURTHERMORE, THIS RECORD OF SURVEY IS NOT INTENDED TO BE CONSIDERED AS AN OFFICIAL LAND DIVISION.

**BASIS OF BEARING:**  
 N 107° 27' 10" W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, AS MEASURED BETWEEN A BRASS CAP IN HAND-HOLE AT THE CENTER OF SAID SECTION 5, USING LOCAL ASTRAUTON'S 1918 TABLE.

**SURVEYOR'S CERTIFICATION:**  
 THIS IS TO CERTIFY THAT I, R. REECE HENRY, AM A DULY LICENSED SURVEYOR IN THE STATE OF ARIZONA AND THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE RESULTS ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THESE RESULTS ARE SUFFICIENT FOR THE VERIFICATION AND RE-RELEASE BY OTHERS.

R. Reece Henry, RLS #40007

## **Exhibit 5**

# **Environmental Contaminant Information**

**EXHIBIT 5**

**ENVIRONMENTAL CONTAMINANT INFORMATION**

	Contaminant Name	Chemical Abstract No.	Concentration(1)	Exposure Pathway(s) (2)	Non-residential(3)		Residential(4)	
					Carc	Non-carc	Carc	Non-carc
Water	Perchlorate	14797-73-0	71.3	O, D				
	1,1-Dichloroethylene	75-35-4	0.0071	O, D				
	1,4-Dioxane	123-91-1	0.0167	O, D, I				
Soil	Perchlorate	14797-73-0	369	O, I				
	Arsenic	7440-38-2	31	O, I				
				Total				

- 1) Units are mg/kg. The concentration is the maximum detected at the Property, or the statistically determined value representative of the site-specific contaminant distribution in the area of concern. This value is not the exposure point determined by risk assessment methodology.
- 2) Indicate all applicable complete exposure pathways as "O" for oral ingestion, "D" for dermal contact, and "I" for inhalation. One or more pathways may be eliminated by an institutional control, other than a restriction to non-residential uses. All three pathways are considered complete when the only restriction is limiting use of the Property to non-residential use.
- 3) If a risk assessment has been conducted, list the calculated non-residential risk or hazard quotient for each contaminant. At the bottom of the carcinogen (carc) column, provide the cumulative excess lifetime cancer risk. At the bottom of the non-carcinogen (non-carc) column, provide the hazard index.
- 4) Optional information, unless one of the following conditions occur:
  - a) A risk assessment evaluation for residential uses is required by the program;
  - b) A risk assessment evaluation is conducted for residential use which requires implementation of any land use controls; or
  - c) The Property use may change from non-residential to residential in the reasonably foreseeable future, and no risk assessment was conducted for residential use. Standard default residential exposure assumptions must be used to determine values for this column.

**Exhibit 6**

**Environmental Access Agreement**

When recorded, return to:

Arizona Dept. of Environmental Quality  
1110 West Washington Street, 6<sup>th</sup> Floor  
Phoenix, Arizona 85007

11262018-15-1-1--  
Garcia

## ENVIRONMENTAL ACCESS AGREEMENT

ADEQ Program Name: Hazardous Waste Program  
Program File Number: RID 32067  
Facility Name: Universal Propulsion Company, Inc.  
Facility Address: 25401 North Central Avenue Phoenix, Arizona 85085  
Parcel Number: 210-14-050A

This Environmental Access Agreement ("Agreement") is entered into by and between the Arizona Department of Environmental Quality ("ADEQ", "Department") and Universal Propulsion Company, Inc., a foreign corporation ("UPCO", "Owner"). Owner and ADEQ are referred to herein as the "Parties."

### RECITALS

- A. Hazardous substances have been released at real property located at 25401 North Central Avenue, Phoenix, Maricopa County, Arizona ("Property"). The Owner's deed is attached setting forth the legal description of the Property and marked "Exhibit" 1. The Property's tax parcel number is 210-14-050A.
- B. This Agreement is being entered into in connection with the Declaration of Environmental Use Restriction ("Declaration") between the Parties with respect to the hazardous substance contamination at the Property.
- C. The Parties desire to state the terms permitting the Department access to and entry on the Property for purposes of inspection and/or necessary repairs to the Engineering Controls and the Institutional Controls in place to protect human health and the environment.

### AGREEMENT

For good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

- A. Recitals and Warranty of Title. The Recitals and Exhibits are a material part of this Agreement. Owner holds equitable and legal title to and exclusive possession of the Property. Owner has the authority to enter into this Agreement and represents that there is no tenant or other person currently in possession of the Property.



- B. Grant of Right of Access. Owner grants an easement to ADEQ and its representatives, authorized agents, attorneys, investigators, consultants, advisers, and contractors to enter on, use, and occupy only as much of the Property as is necessary for the purpose of inspecting, and conducting related activities to ensure that the Engineering Controls constructed on the Property and Institutional Controls are and remain effective remedial action and protect the public health and welfare ("Activities"). This Agreement is a covenant running with the land, binds Owner and Owner's heirs, successors, tenants, and assigns, and will terminate only when ADEQ determines that the Activities are completed or should be discontinued and records a document expressly terminating this Agreement. ADEQ may record this Agreement in the county where the Property is located.
- C. Easement and Cooperation with ADEQ. Following the effective date of this Agreement, Owner shall not cause or allow any license, easement, encumbrance or any physical obstacle to be placed on the Property that may interfere with the Activities or ADEQ's rights under this Agreement. If ADEQ has given proper notice under Section "E" below and ADEQ's access is blocked or impaired, ADEQ, without notice to Owner, may remove the barrier or obstacle on the Property, and shall be entitled to immediate injunctive relief.

The Parties hereby acknowledge ADEQ's access to the portion of the Property covered by the Declaration (Engineering Control and Institutional Controls).

If the current or future Owner(s) of the Property:

1. Subdivide the Property; or
2. If the ownership interests in the land are divided; or
3. If any part of the ownership interests are transferred,

the easement as identified shall remain in full force and effect. Current and future Owner(s) shall not prevent, preclude or hinder ADEQ's access to the Property covered by the Declaration through either subdivision of the Property or any modification of the Property that blocks the access road.

- D. Duty of Care. Owner and Owner's agents, employees, contractors, invitees, and guests shall not hinder or interfere with the Activities and shall not damage or tamper with any equipment, wells, or other property used in connection with the Activities.
- E. Prior Notice of Activities. ADEQ will use reasonable efforts to give Owner at least ten (10) days prior notice of Activities to be conducted on the Property.
- F. Notices Required Under This Agreement.

Notices from ADEQ to Owner shall be effective when given, if by telephone, to:

**UPCO**  
**Bruce C. Amig (Manager, Remedial Programs)**

At: (704) 423-7071  
 Bruce.amig@utc.com

And, if in writing, to:

**UPCO**

c/o Bruce C. Amig  
Four Coliseum Centre  
Attn: Bruce Amig  
2730 W. Tyvola Road  
Charlotte, North Carolina 28217

Notices from Owner to ADEQ shall be effective when given, if by telephone, to:

**DEUR Program Coordinator**  
Voluntary Remediation Program  
(602) 771-4122

**Arizona Office of the Attorney General**  
Environmental Enforcement Section  
(602) 542-5025

And, if in writing, to:

**DEUR Program Coordinator**  
Arizona Department of Environmental Quality  
1110 West Washington Street, 6th Floor  
Phoenix, Arizona 85007.

**Arizona Office of the Attorney General**  
Environmental Enforcement Section  
2005 N Central Ave.  
Phoenix, Arizona 85007

If Owner changes its telephone number or mailing address for purposes of notice under this Agreement, written notice of the change shall be promptly given to ADEQ.

- G. Duration of this Agreement: This Agreement remains in full force and effect and shall not terminate unless or until ADEQ no longer requires use of the easement.
- H. No Indemnity. Owner and ADEQ are responsible for only their own negligence in connection with the Activities conducted on the Property.
- I. Default. If either Party defaults under this Agreement and the default continues for more than ten (10) days after the effective date of the Party's written notice stating the specific nature of the default, then the Party may treat the default as a breach of this Agreement. Notwithstanding the foregoing, in the event Owner notifies ADEQ of a default, if ADEQ determines that the default cannot be cured within the ten-day notice period, then the default shall be deemed cured if ADEQ commences efforts

to cure the default within the ten-day notice period. ADEQ's inadvertent failure to give notice under Section "E" is not a default under this Agreement. Owner's failure to provide access under this Agreement is not subject to the ten-day notice period and is an immediate breach of this Agreement.

J. Dispute Resolution.

1. This agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
2. In the event any judicial proceeding related to this Agreement, the parties agree that the venue shall be proper in Maricopa County, Arizona.
3. If a dispute that arises out of this environmental access agreement is based upon an Administrative order issued by the Director or ADEQ, any and all appeals from such an Agreement are subject to hearing at the Arizona Office of Administrative Hearing, and any and all such appeals shall be determined pursuant to hearing as prescribed by A.R.S. §41-1092 et. seq.
4. If a dispute arises out of this environmental access agreement, and the amount in controversy does not exceed the statutory amount set forth by statute, the matter shall be, upon filing the matter with Maricopa County Superior Court, submitted to an arbitrator or arbitrators (subject to trial de novo on law and fact) in accordance with the provisions of A.R.S. § 12-133 et. seq., [including A.R.S. § 12-1518], and Az.R.Civ.Pro. 72-76.
5. If a dispute arises out of this environmental access agreement, and the amount in controversy exceeds the statutory amount, the matter shall be filed in Maricopa County Superior Court and litigated pursuant to the appropriate litigation procedures.

K. Miscellaneous.

- (A) This Agreement may be canceled pursuant to A.R.S. § 38-511;
- (B) This Agreement expresses the entire agreement of the Parties;
- (C) Owner agrees that Owner is not relying on any promise, agreement, or representation made by ADEQ except as stated in this Agreement;
- (D) No modification of this Agreement is valid or enforceable unless the terms of the modification are in writing and signed by the Parties;
- (E) This Agreement binds and inures to the benefit of the Parties and their agents, heirs, successors, assigns, transferees, executors, and personal representatives;
- (F) ADEQ shall retain possession of the fully executed original of this Agreement and Owner shall receive accurate copies;
- (G) This Agreement is effective when signed by the Parties;
- (H) ADEQ retains all access, investigative, and enforcement authority and all other rights and remedies available to it under any applicable law, statute, rule, and regulation;
- (I) This Agreement shall be interpreted and enforced according to the laws of the State of Arizona; and,
- (J) This agreement may be signed in counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same Instrument.

Attachments:

Exhibit 1: Owner's Deed


Exhibit 2: General Site Location Map

**OWNER:**

By:   
Bruce C. Amig, Remedial Programs Manager

State of North Carolina )  
County of Mecklenburg ) ss. Charlotte

This Environmental Access Agreement was acknowledged before me this 31<sup>st</sup> day of October 2018, by Bruce C. Amig, Remedial Programs Manager, an authorized agent of Universal Propulsion Company, Inc.

  
Notary Public

My commission expires: 8/9/2020

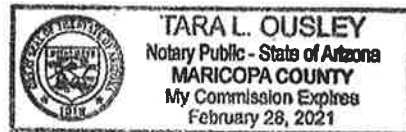
ANGELA J. GWINN  
NOTARY PUBLIC  
Mecklenburg County, NC  
My commission expires 8/9/2020

This Environmental Access Agreement is approved and accepted this 19<sup>th</sup> day of November, 2018, by the Arizona Department of Environmental Quality.

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, an agency of the State of Arizona,

By: Laura L. Malone  
Laura L. Malone, Director  
Waste Programs Division

State of Arizona )  
County of Maricopa ) ss.



This Environmental Access Agreement was acknowledged before me this 19<sup>th</sup> day of November 2018, by Laura L. Malone, Director, Waste Programs Division, an authorized agent of the Arizona Department of Environmental Quality, an agency of the State of Arizona, on behalf of the agency.

Tara P. Ousley  
Notary Public

My commission expires: 2-28-2021

**Exhibit 1**  
**Owner's Deed**

20180870236

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

20160004999 01/05/2016 02:26  
ELECTRONIC RECORDING

When recorded, return to:

Snell & Wilmer L.L. P.  
One Arizona Center  
400 E. Van Buren Street  
Suite 1900  
Phoenix, Arizona 85004-2202  
Attention: Mitchell J. Klein

6727000001-5-1-1--  
sarabiam

**EXEMPT FROM AFFIDAVIT AND FEE  
PER A.R.S. § 11-1134(A)(3)**

**PATENT NO. 53-117740-01 FROM STATE OF ARIZONA**



(Issuance of following Patent recommended by Arizona State Land Commissioner to the Governor of Arizona on the 7th day of December 2015 (Land Office) Commissioner)

# State of Arizona

PATENT NO. 53-117740-01  
(Land Sold at Public Auction)

For 031 Lands  
(School, Institutional or University)

*In Accordance* with the provisions of law, payment in full has been received by the State of Arizona through its State Land Department for the real property described below; and

The State of Arizona in consideration of the premises, and in conformity with law hereby does sell, grant and convey unto

## UNIVERSAL PROPULSION COMPANY, INC.

of the County of Maricopa, State of Arizona, the following described real property situated in the County of Maricopa, State of Arizona, to-wit:

**SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED  
HERE TO AND MADE A PART OF PATENT NO. 53-117740-01**

Total containing 156.87 acres, more or less, subject to existing reservations, easements, or rights-of-way heretofore legally obtained and now in full force and effect, and subject to the following Additional Conditions:

**SEE EXHIBIT "B" ADDITIONAL CONDITIONS ATTACHED  
HERE TO AND MADE A PART OF PATENT 53-117740-01**

*In The Matter Of* Patent No. 53-117740-01 (Universal Propulsion Company, Inc. in Maricopa County), pursuant to the provisions of Arizona Revised Statutes § 37-231, of the following substances not heretofore retained and reserved by a predecessor in title to the State of Arizona, all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, or of this state, or decisions of court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, and the exclusive right thereto, on, in, or under the above described lands, shall be and remain and are hereby reserved in and retained by the State of Arizona, together with the right of the State of Arizona, its lessees or permittees to enter upon those lands for the purpose of exploration, development and removal of the above described substances as provided by the rules of the State Land Department and the laws of Arizona.

*To Have And To Hold* said property together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging unto said Patentee, its successors and assigns forever.

*In Testimony Whereof, I, Douglas A. Ducey, Governor of the State of Arizona,*

have caused these letters to be made patent, and the Great Seal of the State of Arizona to be hereunto attached.

Given under my hand at the City of Phoenix, Arizona, this 15 day of December A.D., 2015



*Douglas A. Ducey*  
Governor of the State of Arizona

Attest:

*Michelle Reagor*  
Secretary of State of the State of Arizona

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**53-117740-01**

THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, CONTAINING 156.87 ACRES, MORE OR LESS.

**EXHIBIT "B"**  
**ADDITIONAL CONDITIONS**  
**53-117740-01**

1. This Patent includes a reservation for the continuing and unhindered right of access and occupancy by the State of Arizona and for the benefit of UPCO and its successors and assigns, without compensation, for the purposes of implementing, managing and reporting upon the activities required under, and for the satisfaction of Arizona Hazardous Waste Management Act Permit U.S. EPA ID No. AZD 980 814 479 ("Permit"), as may be modified by ADEQ, as well as any physical activities including placement of wells, equipment or structures required by or resulting from the Permit, for an indeterminate period of time.
  
2. There may be Register Eligible Site or Sites located within the subject Parcel, which could include information significant in this state's history, architecture, archaeology or culture and may meet eligibility criteria, which the Arizona State Parks Board has established for listing on the Arizona Register of Historic Places, or which meet eligibility criteria for listing on the National Register of Historic Places. If ground-disturbing activities will or may impact one or more Register Eligible Site or Sites, patentee shall consult with the State Historic Preservation Office and otherwise take such actions as are necessary to avoid, preserve, protect, or mitigate impacts on the Register Eligible Site or Sites. In the event that avoidance, preservation and protection of the Register Eligible Site or Sites cannot be accomplished, patentee shall ensure a Data Recovery Plan is developed in consultation with and acceptable to, the Arizona State Museum and the State Historic Preservation Office, or their successor agencies, and the Data Recovery is implemented and completed prior to the Register Eligible Site or Sites being affected. The artifacts and records recovered from the property shall be curated according to the Arizona State Museum (ASM) Conservation and Curation Standards as established in rules implementing the Arizona Antiquities Act.

**Exhibit 2**

**General Site Location Map**

**Exhibit 2 – General Site Location Map** is available for viewing at the following address:

Arizona Department of Environmental Quality  
Records Management Center, 1<sup>st</sup> Floor  
1110 W. Washington St.  
Phoenix, Arizona 85007