When recorded mail to:
City of Mesa
Real Estate Services
P.O. Box 1466
Mesa, AZ 85211-1466

3399-36-3-1-1--

PRE-ANNEXATION DEVELOPMENT AGREEMENT

Pacific Proving Grounds North

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Council version
Sept 5, 2012

After recording, return to:
City Clerk
City of Mesa, Arizona
20 E. Main Street
Mesa, AZ 85211

With a copy to:
Paul E. Gilbert
Beus Gilbert, PLLC
4800 N. Scottsdale Road
Suite 6000
Scottsdale, AZ 85251

PACIFIC PROVING GROUNDS NORTH
PRE-ANNEXATION DEVELOPMENT AGREEEMENT

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into by and between City of Mesa, an Arizona municipal corporation (the "**City**"), and Harvard Ventures Inc., a Nevada corporation ("**Developer**"), and Pacific Proving L.L.C., an Arizona limited liability company ("**Owner**") as of the date the last Party signs and dates this Agreement. The City, Developer and Owner are herein referred to individually as a "**Party**," and collectively as the "**Parties.**"

RECITALS:

A. This Agreement pertains to certain real property consisting of approximately four hundred eighty four and thirty seven hundredths (484.37) acres, generally located at the southeast corner of the Ray Road alignment and Ellsworth Road, which property is legally described on Exhibit A (the "**Property**").

B. Owner currently owns all of the Property. Developer is in the process of purchasing four hundred sixty four and thirty seven hundredths (464.37) acres of the Property from Owner (legally described in Exhibit B) (the "**Developer's Property**"). Owner shall retain ownership of the twenty (20) acres generally located at the southeast corner of Crismon and Williams Field Roads, and legally described in Exhibit C (the "**Owner's Property**").

C. The Parties acknowledge and agree that the development of the Property will result in significant planning and economic benefits to the City and its residents by (i) providing the City with a master planned community that offers a diversity of neighborhood and housing choices as well as an array of opportunities for retail and commercial services, employment, and recreation; and (ii) increasing tax and other revenues to the City based on improvements to be constructed within the Property; and (iii) adding additional property to the tax rolls of the City; and (iv) providing for the design, construction and financing of public infrastructure to service the Property; and (v) providing for other matters relating to the development of the Property.

D. The Parties are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05 in order to facilitate the annexation of County Property and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the County Property by the City; (ii) conditions, terms, restrictions and requirements for the construction and installation of public infrastructure improvements; (iii) other matters related to the annexation and development of the Property.

E. The Parties acknowledge and agree that the development of the Property requires a substantial monetary investment and is of such magnitude that Developer and Owner require assurances from the City that Developer and Owner shall have the right to complete the development of the Property pursuant to the Planned Community District zoning designation ("**PCD**") and accompanying Community Plan (Zoning Case No. Z12-28) (**"CP"**) subject to approval of the PCD by the City through the normally and customarily required public hearing process.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the City, Developer and Owner state, confirm and agree as follows:

1. Concurrent Annexation and Zoning. The City agrees to concurrently take action on the final ordinance annexing the Property into the corporate limits of the City and the Zoning Ordinance (defined herein) as a single Council agenda item with sub-items for the annexation ordinance, the Zoning Ordinance and this Agreement.

1.1. Zoning. The City acknowledges that Developer and Owner have submitted an application to rezone the Property to PCD. The PCD includes the CP, general development standards, general design guidelines, administrative procedures, land use groups, permitted uses and allowed densities and intensities for all development within the Property. The City has reviewed the CP and has determined that the land uses (including the permitted uses within the land uses), densities and intensities are consistent with the City's General Plan and in conformance with the types of land uses desired by the City for this area. Upon the approval of the PCD and CP, Developer and Owner shall be authorized to implement the types of land uses, densities and intensities, as set forth in the CP. The Developer, Owner and the City will work, in good faith, to obtain all approvals necessary to permit Developer and Owner to implement the CP, subject to the City's review and approval of development unit plans, site plans, subdivision plats and other similar items pursuant to the administrative processes outlined within the CP. The City agrees that, in the event the ordinance approving the PCD and CP (the "**Zoning Ordinance**") is approved, the City shall not initiate a change or amendment to the PCD, CP or Zoning Ordinance during the term of this Agreement without the prior written consent of Developer, if such amendment applies to Developer's Property, or Owner, if such amendment applies to Owner's Property.

2. Code Compliance. The development of the Property shall be in accordance with this Agreement, the PCD and CP, as amended from time to time, and any infrastructure master plans submitted with the PCD and CP and approved by the City, (herein collectively referred to as the "**Project Regulations**"). If there is a conflict between the PCD and CP and this Agreement, then the document that more specifically addresses the issues shall control. No future ordinance, rule, regulation, standard or policy adopted by the City shall apply to the development of the Property unless:

(a) The future rule or regulation has been enacted by the City to comply with state or federal laws and regulations, provided that in the event the new rule or regulation prevents or precludes compliance with this Agreement, such provision of this Agreement shall be modified as necessary in order to comply with the new rule or regulation; or

(b) The affected Party agrees in writing.

3. Anti-Moratorium. The Parties hereby acknowledge and agree that the development of the Property shall be phased and that for the term of this Agreement, no

moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the rate, timing or sequencing of the development of Property shall be imposed except as permitted by A.R.S. § 9-463.06 in effect on the date this Agreement is executed.

4. Vested Rights. The City acknowledges and agrees that the PCD and CP shall become vested upon the City Council's approval of this Agreement, and Developer and Owner shall have a vested right to develop the Property in accordance with the PCD and CP. The determinations of the City memorialized in this Agreement, together with the assurances provided to Developer and Owner in this Agreement, are provided pursuant to and as contemplated by A.R.S. § 9-500.05 and other applicable laws, bargained for and in consideration for the undertakings of Developer and Owner set forth herein and contemplated by the PCD and CP.

5. Prompt Review Process. Due to the scale and scope of the development contemplated for the Property, the Parties acknowledge that: (i) the implementation of the Project Regulations involves a significant amount of plan review and engineering work, and (ii) the City has no standard or specific turn-around or completion times for this type of review. Therefore, if Developer has specific deadlines or wishes to establish specific review or inspection time parameters for the development of all or any portion of the Property, the Developer or Owner (as the case may be) shall enter into a funding/reimbursement agreement with the City, which will include provisions addressing the following issues: (i) reimbursement for City resources over and above the scheduled work hours of the required employees, (ii) identification of additional City resources and/or outside consultants that may be necessary to review development unit plans, site plans, subdivision plans, construction plans and other submitted materials, or to provide land development and construction inspection services within the timeframes desired by Developer or Owner and (iii) identification of the timeframe for which the additional City resources and/or outside consultants are necessary. The City agrees to use reasonable efforts to promptly initiate all reviews, inspections and approvals.

6. Water.

6.1 Water Master Plan. The City has reviewed and approved the Master Water Report prepared by EPS Group, Inc., dated March 8, 2012 (the "**Master Water Study**"), which identifies the water system improvements necessary to fully develop the Property. The Master Water Study may be amended subject to the review and approval of the City.

6.2 Water Use Limitations. The Parties acknowledges that Arizona Revised Statutes Title 45, Chapters 1 and 2, and other federal, state, county and City water laws, water quality laws and other applicable laws, including but not limited to ordinances, rules, regulations and permit requirements from the City, Maricopa County, the Arizona Department of Water Resources and the Arizona Department of Environmental Quality (the "**Applicable Water Laws**") may limit or restrict both the City's ability to serve the Property and the Developer's/Owner's ability to use water for certain uses on the Property, including uses that would be subject to Title 45, Chapter 1, Article 3. The Parties further acknowledge that use of water on the Property may be subject to conservation and reporting requirements under the

Applicable Water Laws. Nothing in this Section 6.2 limits the City's obligation to deliver potable water of sufficient quality to satisfy all Applicable Water Laws.

6.3 Water Service. The City agrees to serve water to the Property for domestic, municipal and commercial demands for uses as specified in the Master Water Study, subject to the Applicable Water Laws, the City's Terms and Conditions for the Sale of Utilities, payment of applicable Utility Rates as adopted and made effective by City from time to time via ordinance and the provisions of this Agreement. Developer and Owner agree to properly abandon any existing groundwater wells located on the Property in a manner that is consistent with the Applicable Water Laws, prior to the commencement of any construction on the Property or within one year of the effective date of this Agreement, whichever occurs sooner. The City shall execute a written commitment to water service for the Property on any forms reasonably required by ADWR.

6.4 Water System Improvements. Developer or Owner, at its sole cost and expense, shall finance, design, construct and install the necessary water system improvements in accordance with the sizes and quantities identified in the Master Water Study, subject to the provisions contained herein. Water system improvements shall be installed in phases, subject to the review and approval of the City, only as needed to serve the portion of the Property being developed. The water system improvements that the Developer or Owner constructs, or has the responsibility to construct, shall be subject to the terms for acceptance by the City as set forth in this Agreement and shall be consistent with the approved Master Water Study as amended and approved by the City.

6.4.1 Water System Oversizing. Developer and Owner are responsible for the water system improvements necessary to provide water service for the development of the Property, in compliance with City standards. Should the City request oversizing of the water system improvements the Developer or Owner (as the case may be) may seek reimbursement through any available City reimbursement program, or as otherwise provided for herein. The City shall have thirty (30) Mesa business days following the submittal of the engineering plans for water system improvements to determine whether or not such water system improvements, or portions thereof, need to be oversized; otherwise, Developer or Owner shall be entitled to construct and install the water system improvements designed, submitted and approved by the City. The foregoing sentence only applies to water system improvements that were not identified for oversizing in the Master Water Study, or water system improvements that were identified for oversizing, but that the City has determined need additional oversizing.

6.5 Water System Buy-in Fees.

6.5.1 Water System Improvements Constructed by Developer or Owner. Developer or Owner shall be entitled to proportionate reimbursement for any water system improvements financed, designed and constructed by Developer or Owner that serve other projects outside of the Property. Developer or Owner reserves the right to utilize the City's adopted "Utility Buy-In Program" to receive such reimbursements.

6.5.2 Water System Improvements Constructed by Others. The

following is a list of the water system improvements "buy-in" fees that shall be paid by Developer or Owner prior to the City issuing the first certificate of occupancy within the Property.

a. Buy-In Code 12 (16" Waterline in Ellsworth Road) = $25.17 per linear foot plus interest.

In the event some or all of the necessary water system improvements, identified in the Master Water Study, are financed, designed and constructed by an entity other than Developer or Owner (or an entity developing the Property), then Developer and Owner acknowledge and agree that there may be additional "buy-in" fees associated with such improvements, in addition to the "buy-in" fees listed above, which the City shall assess and collect in a standard, customary, and non-discriminatory manner.

6.6 Well Site. Developer agrees to convey one (1) well site to the City at a location that is acceptable to both Developer and the City (the "**Well Site**"). The size of the Well Site shall be one hundred fifty feet by one hundred fifty feet (150' x 150'), or an equivalent footprint area with a geometry and aspect ratio acceptable to the City. The Well Site shall be generally located in Development Unit 3 (as identified in the CP), outside of the single family residential neighborhoods and at a specific location to be determined prior to approval of the first residential preliminary plat or non-residential site plan within Development Unit 3. The location of the Well Site may be subsequently changed upon written approval of Developer and the City. Developer agrees to convey the Well Site, in exchange for impact fees credits based on the FMV of the Well Site, within nine (9) months of the City approval of the first residential preliminary plat or non-residential site plan within Development Unit 3. In the event the City requires the Well Site be conveyed to the City prior to the approval of the first residential preliminary plat or non-residential site plan within Development Unit 3, Developer agrees to convey the Well Site within nine (9) months of the request by City for the conveyance.

7. Wastewater.

7.1 Wastewater Master Plan. The City has reviewed and approved the Master Sewer Report prepared by EPS Group, Inc., dated March 18, 2012 (the "**Master Wastewater Study**"), which identifies the wastewater system improvements necessary to fully develop the Property. The Master Wastewater Study may be amended over time subject to the review and approval by the City.

7.2 Sewer Service. The City agrees to provide sewer service to the Property as specified in the Master Wastewater Study and any City approved updates, submitted in connection with the development of the Property, subject to the federal, state, county and City water laws, water quality laws and other applicable laws, including but not limited to ordinances, rules, regulations and permit requirements from the City, Maricopa County, the Arizona Department of Water Resources and the Arizona Department of Environmental Quality (the "**Applicable Wastewater Laws**"), the City's Terms and Conditions for the Sale of Utilities payment of applicable Utility Rates and Fees as adopted and made effective by the City from time to time via ordinance and the provisions of this Agreement.

7.3 Wastewater Facility. Neither Developer nor Owner shall have any obligation to expand, design, construct, pay for, operate, maintain or repair a treatment facility for wastewater generated on the Property, except for the payment of standard and customary wastewater development fees and the applicable Utility Rates and Fees.

7.4 Wastewater Collections System Improvements. Developer or Owner, at its sole cost and expense, shall finance, design, construct and install the wastewater collection system improvements in accordance with the sizes and quantities identified in the Master Wastewater Study, subject to the provisions contained herein. Wastewater collection system improvements shall be installed in phases only as needed to serve the portion of the Property being developed, subject to the City's review and approval of such phasing and shall result in cohesive wastewater collection system, consistent with the Master Wastewater Study as amended and approved by the City. The wastewater collection system improvements that the Developer or Owner constructs, or has the responsibility to construct, shall be subject to the terms for acceptance by the City as set forth in this Agreement.

7.4.1 Wastewater Collection System Oversizing. Developer or Owner are responsible for the wastewater collection system improvements necessary to provide service for the development of the Property, in compliance with City standards. Should the City request oversizing of the wastewater collection system improvements the Developer or Owner (as the case may be) may seek reimbursement through any available City reimbursement program, or as otherwise provided for herein. The City shall have thirty (30) Mesa Business days following the submittal of the engineering plans for wastewater collection system improvements to determine whether or not such wastewater collection system improvements, or portions thereof, need to be oversized; otherwise, Developer or Owner shall be entitled to construct and install the wastewater collection system improvements designed and submitted. The foregoing sentence only applies to wastewater collection system improvements that were not identified for oversizing in the Master Wastewater Study, or wastewater collection system improvements that were identified for oversizing, but that the City has determined need additional oversizing.

7.5 Wastewater Collection System Buy-in Fees.

7.5.1 Wastewater Collection System Improvements Constructed by Developer. Developer or Owner shall be entitled to proportionate reimbursement for any wastewater collection system improvements financed, designed and constructed by Developer or Owner that serve other projects outside of the Property. Developer or Owner reserves the right to utilize the City's adopted "Utility Buy-In Program" to receive such reimbursements.

7.5.2 Wastewater System Improvements Constructed by Others. Currently there are no wastewater system buy-in fees associated with the development of the Property. In the event some or all of the necessary wastewater collection system improvements, identified in the Master Wastewater Study, are financed, designed and constructed by an entity other than Developer or Owner (or an entity developing the Property), then Developer and Owner acknowledge and agree that there may be "buy-in" fees associated with such improvements, which the City shall assess and collect in a standard, customary, and non-

discriminatory manner.

8. Flood Control District of Maricopa County. The Powerline Floodway Channel, which is owned and operated by the Flood Control District of Maricopa County ("**FCDMC**"), abuts a portion of the Property in the vicinity of Ray and Ellsworth Roads. In order to facilitate development and increase accessibility to the Property, a vehicular and/or pedestrian crossing of the Powerline Floodway Channel may be desired as shown on Exhibit D. Subject to the necessary review and approval by FCDMC, the City acknowledges and agrees that a crossing is acceptable in the location shown on Exhibit D and shall issue any necessary City approvals and permits for the crossing, subject to compliance with all applicable City regulations, subject to changed conditions that may occur after execution of this Agreement.

9. Transportation.

9.1 Transportation Master Plan. The City has reviewed and approved the Traffic Impact Analysis prepared by EPS Group, Inc., dated July 13, 2012 (the "**Master Street Plan**"), which identifies the roadway improvements necessary to fully develop the Property. The Master Street Plan may be amended over time subject to review and approval by the City.

9.2 Transportation Infrastructure. Developer or Owner shall finance, design, construct and install the necessary roadway improvements as identified in the Master Street Plan, subject to the provisions contained herein. Roadway improvements may be installed in phases as needed to serve the portion of the Property being developed, subject to the City's review and approval of such phasing.

9.3 Roadways. Developer and Owner are responsible for the roadway improvements necessary to serve the development of the Property, in compliance with City standards. Should the City request oversizing of the roadway improvements the Developer or Owner (as the case may be) may seek reimbursement through any available City reimbursement program.

9.4 Ray Road. The City acknowledges and agrees that the alignment for Ray Road, as depicted in the attached Exhibit E, shall be the final approved alignment for Ray Road and that Developer and Owner shall be able to rely upon this alignment when planning the development of the Property.

9.5 Crismon Road. The City acknowledges and agrees that the alignment for Crismon Road, as depicted in the attached Exhibit F, shall be the final approved alignment for Crismon Road and that Developer and Owner shall be able to rely upon this alignment when planning the development of the Property.

9.6 Ellsworth Road. The City acknowledges and agrees that the access and traffic signal plan for the Property from Ellsworth Road, as depicted in the attached Exhibit G, shall be the final approved access and traffic signal plan and that Developer and Owner shall be able to rely on the access and traffic signals depicted in the attached plan when planning the development of the Property so long as there are no material changes to the City approved Master Street Plan.

9.7 Freeway and Interchange Design and Alignment. The Arizona Department of Transportation (**"ADOT"**) plans to construct the State Route 24 Freeway (**"SR24"**) adjacent to the southern boundary of the Property. The SR24 is an important regional transportation corridor, but also is a significant factor in the planning and development of the Property. In order to support the coordinated and cohesive development of the SR24 and the Property, the City agrees to work collaboratively and in good faith with Developer, Owner and ADOT regarding the design of the SR24 as it impacts the Property.

10. Construction and Dedication.

10.1 Public Procurement. All construction contracts or professional services contracts that exceed the City Share threshold for any of the water system improvements, wastewater collection system improvements, roadway improvements or any other public improvements needed to develop the Property (the "**Improvements**") that require or anticipate a contribution of City funds or off-site development fees shall be publicly procured pursuant to Arizona Revised Statutes and the City's procurement policies. The City agrees to assist in the public procurement process, using the City's staff without cost to Developer or Owner. This public procurement requirement shall not apply to the procurement of architects, engineers, assayers and other professional services statutorily exempted from the public procurement requirements.

10.2 Assurances. The Parties acknowledge and agree that the infrastructure improvements that have a regional component shall be constructed in compliance with Title 34 of the Revised Arizona Statutes, City Code and Regulations and the Community Plan. Regarding all other improvements that primarily serve the development, the Parties acknowledge and agree that, to assure construction, installation and completion of the required infrastructure improvements, the City will require that building permits for the homes, other than model homes, to be built on any Parcel will be withheld until the substantial completion of the on-site infrastructure improvements of that Parcel. Alternatively, Developer may request upon submission of each DUP plan, or a portion thereof, to utilize certificate of occupancy holds subject to the review and approval of the Director of Development and Sustainability at her sole discretion..

10.3 Design Plans. All design, construction and installation plans for the Improvements shall be the property of the City, to the extent allowable by the license of each plan. Future use of plans by the City shall be conditioned on the City first obtaining the proper permission and license to use said plans. Failure to obtain said permission and license and the express written consent and knowledge of the preparing engineer, architect or other professional shall make the stamp, date and signature of the preparing engineer null and void and no liability shall be attributable to either the preparing engineer, Developer or Owner.

10.4 Conveyance of Property. On the final plats (including maps of dedication) the Party submitting the final plat shall dedicate to the City, and the City shall accept such parcels, rights-of-way and easements within the Property needed for the Improvements, or as required pursuant to this Agreement, free and clear of all encumbrances which could affect

marketability of title.

10.5 Conveyance of Improvements. Improvements shall be conveyed to the City free and clear of all liens and encumbrances that could affect marketability of title. Improvements constructed by Developer or Owner and conveyed to the City pursuant to this Agreement shall be warranted for period of one (1) year after conditional acceptance by the City's engineering department. Improvements may be conveyed to the City in phases as they are completed. The City agrees to accept the conveyance of the Improvements and shall thereafter own, operate and maintain the Improvements at its sole cost and expense (subject only to one (1) year warranty obligation).

10.6 Construction Access. Developer, Owner and their agents shall have the right to enter, remain upon and cross over any City easement or right-of-way to the extent reasonably necessary to design, construct or install the Improvements, provided alternative construction access as approved by City, use does not unreasonably impede City's use and enjoyment of the subject property; and provided Developer or Owner obtains any required permits for the use of such easement or right-of-way, as required by City, and also provided the Party obtaining such permit shall restore such easement or right-of-way to substantially the same condition as existed prior to such Party's use and entry.

10.7 Fees. Developer and Owner shall pay all normal and customary development/impact, infrastructure, permit, review and other fees assessed by City that are in effect at the time each plan, plat or permit application is submitted, unless otherwise excepted within this Agreement.

10.8 Development Impact Fee Credits. To the extent one or more of the Improvements constructed by Developer or Owner and/or any of the land dedicated by Developer or Owner to the City is included as a component of a City adopted development impact fee, then Developer or Owner shall be entitled to a credit against the applicable development impact fee in an amount equal to the costs incurred to design and construct the eligible Improvement and/or the fair market value of the eligible land dedicated to the City, provided that Developer or Owner has not already been compensated for the costs of the Improvement or the value of the land dedicated from another City source. Notwithstanding the foregoing, all development impact fee credits are subject to any State law and City Code provisions regulating development impact fees.

10.9 Utility Buy-In Program. In the event the City's "Utility Buy-In Program" or City Share program is cancelled or modified in such a way as to negatively impact the oversizing reimbursement or proportionate share reimbursement identified in this Agreement, then the City agrees to work with Developer and Owner to amend this Agreement to create a contractual "buy-in" fee program, per code, to address the oversizing reimbursement or proportionate share reimbursement identified in this Agreement.

11. Community Facilities District.

11.1 Formation. The Developer intends to submit an application to the City of Mesa for a public financing district (e.g. community facilities district,.) within the boundaries of the Property to assist in the financing and construction of public infrastructure. It is contemplated that a minimum of one (1) public financing district may be formed.

Developer acknowledges and agrees as follows: (1) the formation of a community facilities district ("District"), the approval of any report submitted pursuant to A.R.S. Section 48-715, the issuance and sale of District bonds or the levy of District taxes, assessments, fees or charges are subject to the sole, absolute and unfettered discretion of the District and District Board; (2) nothing contained in this Agreement or any action or continued actions taken or not taken pursuant to this Agreement, including the formation of a District or the issuance of bonds, shall create any obligation, express or implied, of the District to issue or continue to issue District Bonds of any type or amount or levy or continue to levy any tax or assessment of any type or amount; (3) Developer has no rights and expressly waives any and all future rights, claims or causes of action, express or implied, created by this Agreement or any action or continued actions taken or not taken pursuant to this Agreement or under any other agreement with the District or the City that would create any obligation of the District to issue or continue to issue District Bonds of any type or amount or levy or continue to levy any tax or assessment (except as necessary to pay debt service on outstanding bonds of the District); and (4) the Developer is not relying now or shall not rely in the future on District bonds, taxes, assessments, fees or other District actions for the development of the Property.

12. Miscellaneous Provisions.

12.1 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona not later than ten (10) days after it is fully executed by the Parties.

12.2 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

The City:
City of Mesa
20 East Main Street, Suite 750
Mesa, Arizona 85211
Facsimile: 480-644-2175
Attn: City Manager
Email:

With copy to:
Mesa City Attorney's Office
20 East Main Street, Suite 850
Mesa, Arizona 85211
Facsimile: 480-644-2498

	Attn: Deborah J. Spinner, Esq. Email:
Developer:	Harvard Ventures, Inc. 17700 N. Pacesetter Way, Ste. 100 Scottsdale, AZ 85255 Facsimile: 480-348-8976 Attn: Christopher J. Cacheris Email: ccacheris@harvardinvestments.com
Owner:	Pacific Proving L.L.C. 1702 East Highland, Suite 310 Phoenix, Arizona 85016 Facsimile: 602-248-0874 Attn: Andrew Cohn Email: andrew@levineinvestments.com
With Copy to:	Beus Gilbert, PLLC 4800 N. Scottsdale Road Suite 6000 Scottsdale, AZ 85251 Facsimile: 480-429-3100 Attn: Paul E. Gilbert Email: pgilbert@beusgilbert.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.3 Choice of Law, Venue and Attorneys' Fees. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. No Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

12.4 Default. In the event a Party fails to perform or fails to otherwise act in accordance with any term or provision herein (the "**Defaulting Party**") then the other Party (the "**Non-Defaulting Party**") may provide written notice to perform to the Defaulting Party (the "**Notice of Default**"). The Defaulting Party shall have thirty (30) days from receipt of the Notice of Default to cure the default. In the event the failure is such that more than thirty (30) days would reasonably be required to cure the default or otherwise comply with any term or provision herein, then the Defaulting Party shall notify the Non-Defaulting Party of such and the timeframe needed to cure such default. So long as the Defaulting Party commences performance or compliance requires to cure the failure or gives notice of additional time needed to cure the failure within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation; provided further, however, that no such cure period shall exceed ninety (90) days. Any written notice shall specify the nature of the default and the manner in which the default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the Non-Defaulting Party shall have all rights and remedies provided by law or equity.

12.5 Good Standing; Authority. Each Party represents and warrants that it is a duly formed and legally valid existing entity under the laws of the State of Arizona with respect to Developer and Owner, or a municipal corporation within Arizona with respect to the City and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

12.6 Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns; provided; however, that Developer's and Owner's rights and obligations hereunder may only be assigned to a person(s) or entity(ies) that has acquired an interest in the Property or a portion of the Property and only by a written instrument recorded in the Official Records of Maricopa County, Arizona, expressly assigning such rights and obligations. In the event of a complete assignment by Developer or Owner, all of such Party's rights and obligations hereunder shall terminate effective upon the assumption by such Party's assignee of such rights and obligations and the execution of an addendum that recognizes the assignment with respect to the interest in either the Developer's Property or Owner's Property transferred or conveyed. Except as otherwise provided herein, the Parties hereby acknowledge and agree that this Agreement is not intended to, and shall not create conditions or exceptions to title or covenants running with the individual residential lots within the Property and any tracts or land intended to be dedicated or conveyed to the City, any other public or quasi-public entity, any utility provider, any homeowner association or any school district. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement shall terminate without the execution or recordation of any further document or installment as to any individual residential lot and any tracts or land dedicated or conveyed to the City, any utility provider, any homeowner association or any school district, and thereupon such individual residential lot and any tracts or land dedicated or conveyed to City, any utility provider, any homeowner association or any school district shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

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

12.8 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver

12.9 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

12.10 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

12.11 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix, Arizona time) on the last day of the applicable time period provided herein.

12.12 Conflict of Interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.

12.13 Construction. This Agreement is the result of negotiations between the parties. Accordingly the terms and provision of this Agreement shall be construed in accordance with the usual and customary meaning, and the parties hereby waive the application of any rule or law that otherwise might require the construction of this Agreement against the party who (or whose attorney) prepared the executed Agreement.

12.14 Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitute the entire agreement between the Parties:

Exhibit A:	Legal Description of the Property
Exhibit B:	Legal Description of Developer's Property
Exhibit C:	Legal Description of Owner's Property
Exhibit D:	Depiction of Powerline Floodway Channel Crossing
Exhibit E:	Depiction of Ray Road
Exhibit F:	Depiction of Crismon Road
Exhibit G:	Depiction of Ellsworth Access Plan

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

12.15 Time of the Essence. Time is of the essence in this Agreement and with respect to the performance required by each Party hereunder.

12.16 Severability. If any provision of this Agreement is declared void or unenforceable, such provisions shall be severed from this Agreement, which shall otherwise remain in full force and effect.

12.17 Proposition 207 Waiver. Developer and Owner hereby waive and release the City from any and all claims under A.R.S. § 12-1134 et seq., including any right to compensation for reduction to the fair market value of the Property, as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

12.18 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the disputing Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute through the representatives identified in Section 12.20 below. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property pursuant to this Agreement. To facilitate the resolution of such a dispute Developer and/or Owner or their representatives shall in writing request a meeting to resolve such dispute. The City Manager shall schedule a meeting with the Developer and/or Owner and the City Manager or a designated deputy city manager, within fifteen days (15) of the delivery of written notice requesting a meeting. At that meeting, the Parties will mutually agree on a method and time frame for resolution of the dispute. The Parties agree to continue to use reasonable good faith efforts to resolve any such dispute pending any such appeal to the City Manager.

12.19 Amendments to this Agreement. Minor amendments, which are amendments that do not change the terms or conditions of this Agreement, sought by Developer or Owner may be reviewed and approved by the Director of Development and Sustainability. All other amendments sought by Developer or Owner shall be reviewed by the Director of Development and Sustainability and approved by the Council prior to becoming effective. Amendments shall be recorded in the Official Records of Maricopa County within ten (10) days

after execution. Amendments sought by Developer shall only apply to Developer's Property, and amendments sought by Owner shall only apply to Owner's Property. The Parties also understand that the Property may be subdivided and sold to various homebuilders and developers; therefore, for purposes of amending this Agreement, only the party seeking an amendment of this Agreement shall be required to sign such amendment, provided such amendment does not impact any other owner/assignee within the Property, and such amendment shall only apply to that party's portion of the Property.

12.20 Representatives. The Parties agree to designate and appoint a representative to act as a liaison between City and its various departments and Developer and Owner. The initial representative for the City shall be the City Manager or his designee, the initial representative for Developer shall be Christopher J. Cacheris and the initial representative for Owner shall be Andrew Cohn, or such other individual as identified by City, Developer or Owner from time to time. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Property.

12.21 Term. This Agreement shall become effective on the date the last Party executes this Agreement and shall automatically terminate on the twentieth (25^{th}) anniversary of such date; provided, however, that City's obligation to continue providing municipal services to the portions of the Property receiving municipal services shall survive the termination of this Agreement.

12.22 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

12.23 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

12.24 Developer Representation. Nothing contained herein shall be deemed to obligate Developer or Owner to develop any portion of the Property or to complete construction of any of the Improvements.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) written below.

CITY:

CITY OF MESA, an Arizona municipal corporation

By: _____
City Manager

Date: 9/13/12

APPROVED AS TO FORM:

By: Margaret A Robertson
FOR City Attorney

ATTESTED:

By: Linda Crocker
City Clerk

CITY OF MESA CORPORATE SEAL MARICOPA COUNTY, AZ.

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 13th day of September, 2012, before me personally appeared Christopher Brady, the City Manager of the **CITY OF MESA**, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

DEE ANN S. MICKELSEN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Oct. 27, 2015

DeAnn S. Mickelsen
Notary Public

[Affix notary seal here]

DEVELOPER:

HARVARD VENTURES INC., a Nevada corporation

By:_____

Date: 9-10-12

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10th day of Sept., 2012, before me personally appeared Craig Krumwiede, the President of **HARVARD VENTURES INC**, a Nevada corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

DEE ANN S. MICKELSEN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Oct. 27, 2015

Dee Ann S. Mickelsen
Notary Public

[Affix notary seal here]

OWNER:
PACIFIC PROVING L.L.C., a Delaware limited liability company

By: Levine Investments Limited Partnership, an Arizona limited partnership
Its: Member

By: Keim, Inc., an Arizona corporation
Its: General Partner

By: _____
Name: Andrew Cohn
Its: Agent

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10th day of Sept, 2012, before me personally appeared Andrew Cohn, the Authorized Agent of **PACIFIC PROVING LLC,** a Delaware limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public

[Affix notary seal here]

OFFICIAL SEAL
ANN L FORREST
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 26, 2014

EXHIBIT A

Legal Description of the Property

EXHIBIT A

LEGAL DESCRIPTION

BEING A PORTION OF
SECTIONS 26, 27, 34 & 35,
TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION
TO WIT—

THOSE PORTIONS OF SECTIONS 26, 27, 34 AND 35, TOWNSHIP 1 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 27:

THENCE S89°38'15"E ALONG THE NORTH LINE OF SAID SECTION 27 BEING THE BASIS OF BEARINGS OF THIS DESCRIPTION, A DISTANCE OF 876.65 FEET, MEASURED PER THE RECORD;

THENCE S52°18'19"E, A DISTANCE OF 1624.00 FEET, MEASURED PER THE RECORD;

THENCE S89°29'10"E, A MEASURED DISTANCE OF 3149.43 FEET TO THE EAST LINE OF SAID SECTION 27, THE RECORD DISTANCE BEING 3148.67 FEET, WHICH POINT LIES S00°22'50"E, A MEASURED 991.93 FEET MEASURED FROM THE NORTHEAST CORNER THEREOF, THE RECORD DISTANCE BEING 992.09 FEET;

THENCE CONTINUING S89°29'10"E 315.76 FEET, MEASURED PER THE RECORD;

THENCE S00°23'52"W 1531.69 FEET, MEASURED PER THE RECORD;

THENCE S89°13'23"E 1323.72 FEET, MEASURED PER THE RECORD;

THENCE S00°28'40"W, A MEASURED DISTANCE OF 2731.36 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 35, THE RECORD DISTANCE BEING 2730.34 FEET;

THENCE N89°38'00"W 385.09 FEET ALONG THE NORTH LINE OF SAID SECTION 35;

THENCE DEPARTING SAID NORTH LINE S00°25'44"W 1050.45 FEET;

THENCE N89°37'12"W 499.11 FEET;

THENCE N00°22'48"E 350.00 FEET;

THENCE N89°37'12" 500.00 FEET;

THENCE S00°23'52"W 398.06 FEET;

THENCE N89°36'08"W 65.00 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROUTE 24;

THENCE S00°23'52"W 75.40 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N53°38'18"W 558.45 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N51°05'35"W 587.26 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N44°05'13"W 249.25 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N42°10'00"W 231.24 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N41°45'20"W 2702.98 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N36°12'25"W 2915.15 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N75°45'39"W 706.91 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY TO A POINT ON THE WEST LINE OF SAID SECTION 27 ALSO BEING THE MONUMENT LINE OF ELLSWORTH ROAD AND THE WEST BOUNDARY OF THIS DESCRIPTION;

THENCE N01°06'21" 882.70 FEET ALONG SAID WEST LINE AND SAID MONUMENT LINE TO THE NORTHWEST CORNER OF SAID SECTION 27 ALSO BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 484.370 ACRES MORE OR LESS.

BEARINGS AND DISTANCES SHOWN ARE BASED UPON NAD 83, ARIZONA CENTRAL ZONE.

EXHIBIT B

Legal Description of Developer's Property

EXHIBIT B

LEGAL DESCRIPTION

BEING A PORTION OF
SECTIONS 26, 27, 34 & 35,
TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION
TO WIT—

THOSE PORTIONS OF SECTIONS 26, 27, 34 AND 35, TOWNSHIP 1 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 27:

THENCE S89°38'15"E ALONG THE NORTH LINE OF SAID SECTION 27 BEING THE BASIS OF BEARINGS OF THIS DESCRIPTION, A DISTANCE OF 876.65 FEET, MEASURED PER THE RECORD;

THENCE S52°18'19"E, A DISTANCE OF [illegible] FEET, MEASURED PER THE RECORD;

THENCE S89°29'10"E, A MEASURED DISTANCE OF 3149.43 FEET TO THE EAST LINE OF SAID SECTION 27, THE RECORD DISTANCE BEING 3148.67 FEET, WHICH POINT LIES S00°22'50"E, A MEASURED 991.93 FEET MEASURED FROM THE NORTHEAST CORNER THEREOF, THE RECORD DISTANCE BEING 992.09 FEET;

THENCE CONTINUING S89°29'10"E 315.76 FEET, MEASURED PER THE RECORD;

THENCE S00°23'52"W 1531.69 FEET, MEASURED PER THE RECORD;

THENCE S89°13'23"E 1323.72 FEET, MEASURED PER THE RECORD;

THENCE S00°28'40"W, A MEASURED DISTANCE OF 2731.36 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 35, THE RECORD DISTANCE BEING 2730.34 FEET;

THENCE N89°38'00"W 1384.87 FEET ALONG THE NORTH LINE OF SAID SECTION 35;

THENCE DEPARTING SAID NORTH LINE S00°23'52"W 1098.28 FEET;

THENCE N89°36'08"W 65.00 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROUTE 24;

THENCE S00°23'52"W 75.40 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N53°38'18"W 558.45 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N51°05'35"W 587.26 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N44°05'13"W 249.25 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N42°10'00"W 231.24 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N41°45'20"W 2702.98 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N36°12'25"W 2915.15 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE N75°45'39"W 639.51 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY;

THENCE S88°53'39"W 65.00 FEET ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY BOUNDARY TO A POINT ON THE WEST LINE OF SAID SECTION 27 ALSO BEING THE MONUMENT LINE OF ELLSWORTH ROAD AND THE WEST BOUNDARY OF THIS DESCRIPTION;

THENCE N01°06'21" W 900.54 FEET ALONG SAID WEST LINE AND SAID MONUMENT LINE TO THE NORTHWEST CORNER OF SAID SECTION 27 ALSO BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 464.301 ACRES MORE OR LESS.

BEARINGS AND DISTANCES SHOWN ARE BASED UPON NAD 83, ARIZONA CENTRAL ZONE.

EXHIBIT C

Legal Description of Owner's Property

EXHIBIT C

LEGAL DESCRIPTION

BEING A PORTION OF
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION
TO WIT—

BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35;

THENCE SOUTH 89°38'00" EAST 144.73 FEET, ALONG THE NORTH LINE OF SAID SECTION 35 TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°38'00" EAST 999.78 FEET, ALONG SAID NORTH LINE;

THENCE SOUTH 00°25'44" WEST 1050.45 FEET;

THENCE NORTH 89°37'12" WEST 499.11 FEET;

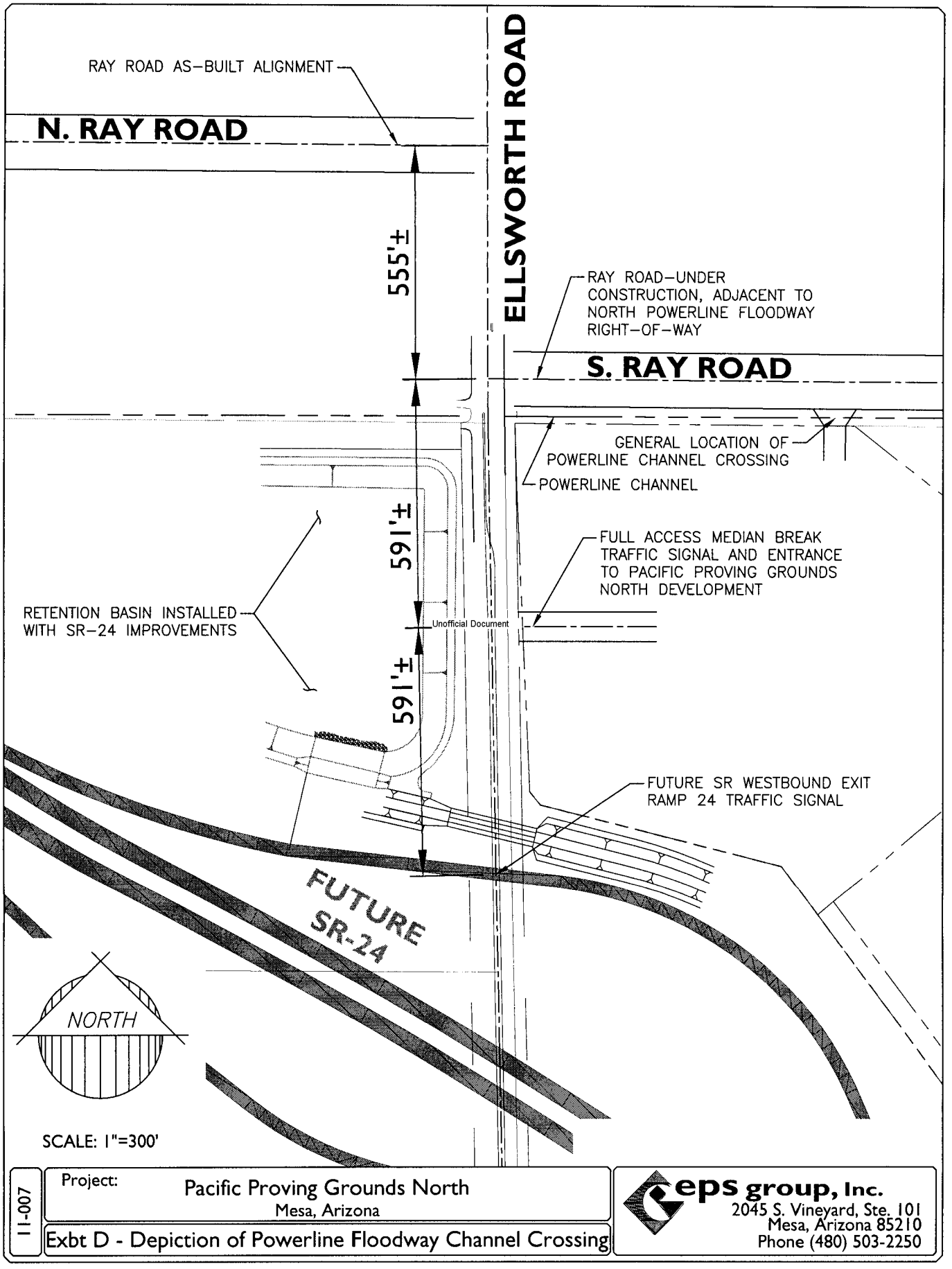
THENCE NORTH 00°22'48" EAST 350.00 FEET;

THENCE NORTH 89°37'12" WEST 500.00 FEET;

THENCE NORTH 00°23'52" EAST 700.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.082 ACRES MORE OR LESS.

EXHIBIT D

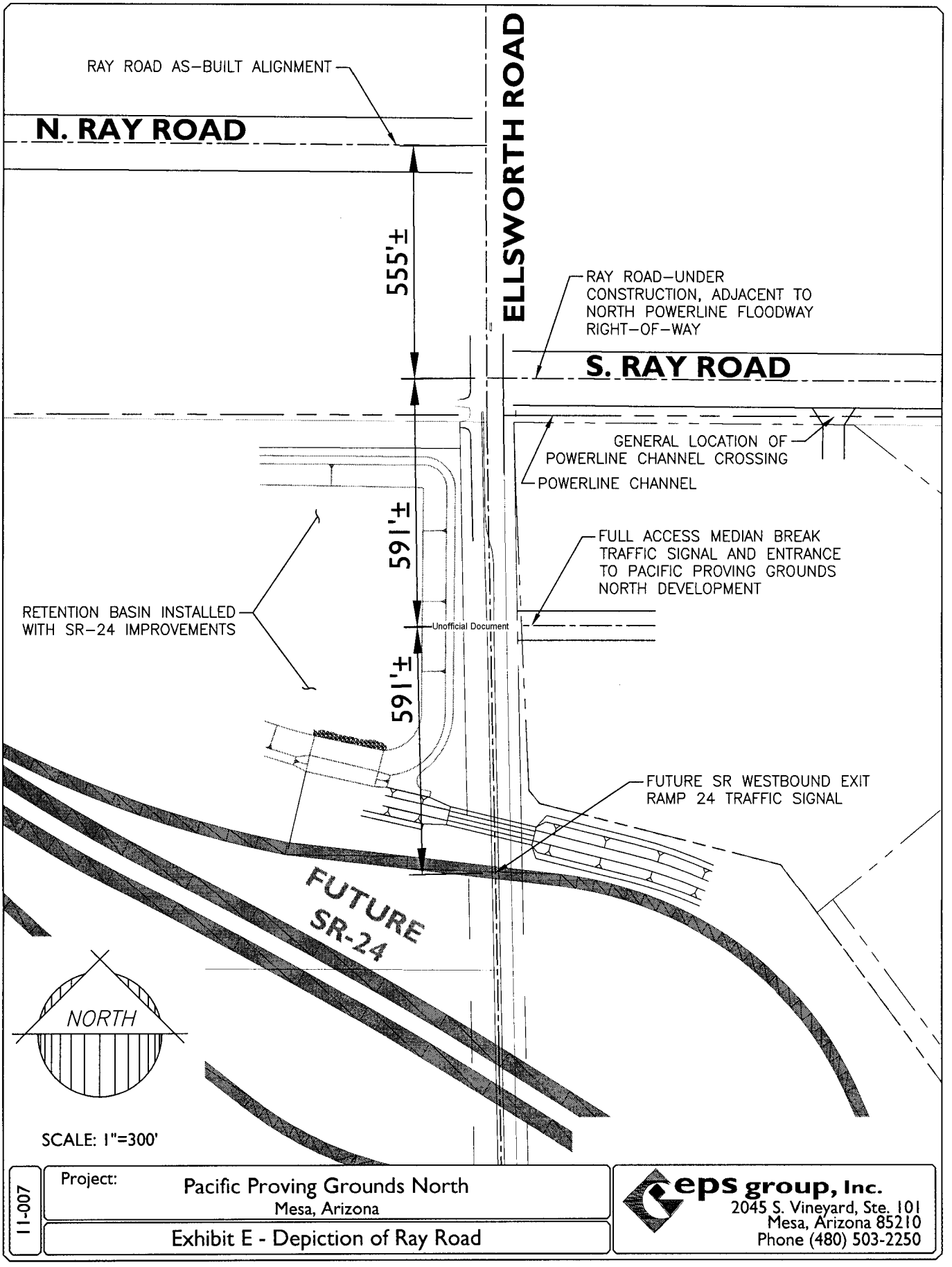
Depiction of Powerline Floodway Channel Crossing



11-007	Project: Pacific Proving Grounds North Mesa, Arizona	eps group, Inc. 2045 S. Vineyard, Ste. 101 Mesa, Arizona 85210 Phone (480) 503-2250
	Exbt D - Depiction of Powerline Floodway Channel Crossing	

EXHIBIT E

Depiction of Ray Road



11-007

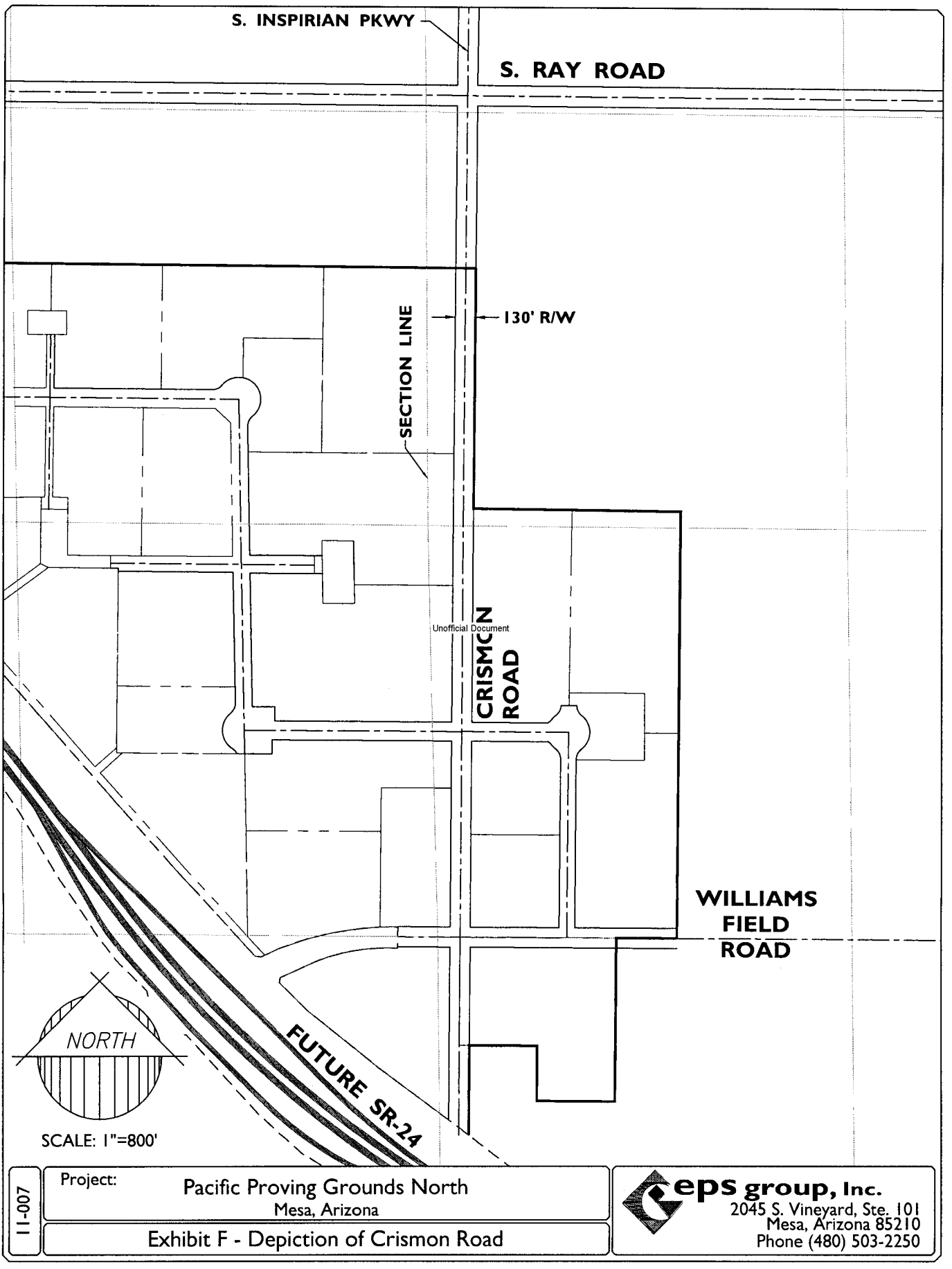
Project: Pacific Proving Grounds North
Mesa, Arizona

Exhibit E - Depiction of Ray Road

eps group, Inc.
2045 S. Vineyard, Ste. 101
Mesa, Arizona 85210
Phone (480) 503-2250

EXHIBIT F

Depiction of Crismon Road



11-007

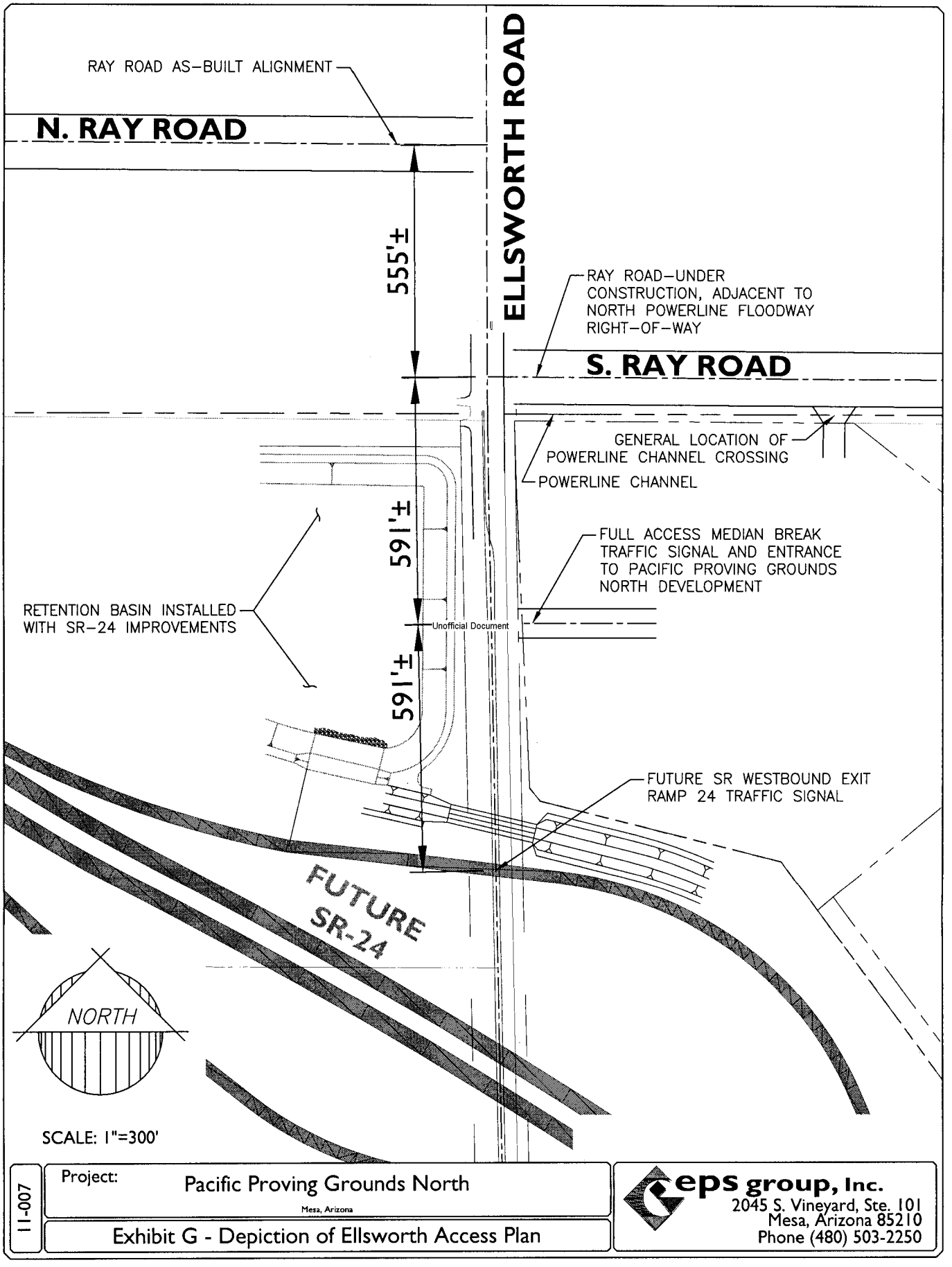
Project: Pacific Proving Grounds North
Mesa, Arizona

Exhibit F - Depiction of Crismon Road

eps group, Inc.
2045 S. Vineyard, Ste. 101
Mesa, Arizona 85210
Phone (480) 503-2250

EXHIBIT G

Depiction of Ellsworth Access Plan



11-007

Project: Pacific Proving Grounds North
Mesa, Arizona

Exhibit G - Depiction of Ellsworth Access Plan

eps group, Inc.
2045 S. Vineyard, Ste. 101
Mesa, Arizona 85210
Phone (480) 503-2250