

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2011-0504366 06/16/11 03:54 PM  
1 OF 2

PALUNBOR

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

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## **RECORDING COVER SHEET**

**CAPTION HEADING: FIRST AMENDMENT TO PRE-ANNEXATION  
DEVELOPMENT AGREEMENT  
(Mesa Proving Grounds – Hospitality Facilities and Convention Center)**

**THIS DOCUMENT, previously recorded as 2011-0456472, IS BEING RE-  
RECORDED FOR THE SOLE PURPOSE OF ADDING A MISSING  
SIGNATURE PAGE FOR GAYLORD MESA, LLC.**

**DO NOT REMOVE**

**This is part of the official document.**

195

**WHEN RECORDED RETURN TO:**

City of Mesa  
Attn: City Clerk  
20 E. Main Street  
Mesa, Arizona 85211

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2011-0456472 05/31/11 03:39 PM  
1 OF 3

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**FIRST AMENDMENT TO  
PRE-ANNEXATION DEVELOPMENT AGREEMENT  
(Mesa Proving Grounds – Hospitality Facilities and Convention Center)**

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**By, between and among**

**CITY OF MESA, ARIZONA,  
an Arizona municipal corporation;**

**DMB MESA PROVING GROUNDS, LLC,  
A Delaware limited liability company**

**AND**

**GAYLORD MESA, LLC,  
a Delaware limited liability company**

**(the “Hospitality Facilities Development Agreement”)**

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**Date: May 16, 2011**

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**FIRST AMENDMENT TO  
PRE-ANNEXATION DEVELOPMENT AGREEMENT**  
(Mesa Proving Grounds – Hospitality Facilities and Convention Center)

THIS FIRST AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT (the “**First Amendment**”) is made, as of the date first above written, by and between the CITY OF MESA, ARIZONA, an Arizona municipal corporation (the “**City**”), GAYLORD MESA, LLC, a Delaware limited liability company (“**Gaylord**”) and DMB MESA PROVING GROUNDS LLC, a Delaware limited liability company (the “**DMB**”). The City, Gaylord and DMB are sometimes referred to in this First Amendment collectively as the “**Parties,**” or individually as a “**Party**”.

Capitalized terms used in this First Amendment (including the foregoing introductory paragraphs) shall have the meanings ascribed to them parenthetically in this First Amendment or as otherwise ascribed in the Hospitality Facilities Development Agreement (as defined below).

**RECITALS**

A. The Parties are entering into this First Amendment pursuant to the provisions of A.R.S. § 9-500.05, which authorizes the amendment of a development agreement with the mutual consent of parties to the development agreement, and Section 7.14(a) of the Hospitality Facilities Development Agreement (as defined below).

B. The City, DMB and Gaylord are parties to that certain Pre-Annexation Development Agreement (Mesa Proving Grounds – Hospitality Facilities and Convention Center), dated November 3, 2008, as recorded in the Official Records of Maricopa County as Document No. 2008-0974928 (the “**Hospitality Facilities Development Agreement**”).

C. DMB owns certain real property, consisting of approximately three thousand one hundred fifty-four (3,154) acres, located in the City of Mesa, Arizona and currently known as the Mesa Proving Grounds Property (the “**MPG Property**”). A portion of the MPG Property, consisting of approximately three hundred thirty-five (335) acres and which is legally described in Exhibit “A” and depicted in Exhibit “B” (the “**Resort, Hotel, Convention Center and Resort No. 2 Properties**”), is proposed to be developed with certain hotel, resort and other hospitality facilities, a golf course and other improvements.

D. Gaylord intends to purchase from DMB approximately forty-nine (49) acres of the Resort Property, as depicted on Exhibit B, which depiction may be amended subject to the City’s reasonable approval, and to construct, or cause to be constructed the Hotel Improvements, as referenced in the Hospitality Facilities Development Agreement. Gaylord or an Affiliate intends to purchase from DMB approximately fifty-one (51) acres of the MPG Property, as depicted on Exhibit B, which depiction may be amended subject to the City’s reasonable approval, and to construct, or cause to be constructed the Convention Center, as referenced in the Hospitality Facilities Development Agreement. The Hotel Property and the Convention Center Property are collectively referred to as the “**Gaylord Property**”).

E. On a portion of the Resort Property that does not include the Hotel Property, as depicted on **Exhibit B**, DMB intends to construct, or cause to be constructed, the Resort No. 2 Improvements, as referenced in the Hospitality Facilities Development Agreement.

F. Due to market conditions and other business reasons, Gaylord and DMB have determined that acquisition of the Gaylord Property and construction of the Hotel Improvements, the Convention Center Improvements and the Resort No. 2 Improvements will not occur within the time frames as originally anticipated and established in the Hospitality Facilities Development Agreement.

G. This First Amendment is for the purpose of extending such time frames in light of the City's determination that the contemplated development and use of the Hotel Improvements, Convention Center Improvements and Resort No. 2 Improvements, as referenced in the Hospitality Facilities Development Agreement, will operate to the benefit of the residents of the City and the general public and, accordingly, such extensions are in the best interest of the residents of the City and the general public.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing introductory paragraphs and Recitals, and the representations, mutual promises and agreements set forth herein, the Parties state, confirm, and agree as follows:

1. **Commencement of Construction (Hotel Improvements).** Section 2.2(b) is hereby deleted in its entirety and replaced with the following:

**Commencement of Construction.** Commencement of Construction of the Hotel Improvements shall occur no later than December 31, 2014, subject to Enforced Delay.

2. **Completion of Construction (Hotel Improvements).** Section 2.2(c) is hereby deleted in its entirety and replaced with the following:

**Completion of Construction.** Completion of Construction of the Hotel Improvements shall occur no later than December 31, 2017, subject to Enforced Delay.

3. **Commencement of Construction (Convention Center Improvements).** Section 2.3(b) is hereby deleted in its entirety and replaced with the following:

**Commencement of Construction.** Commencement of Construction of the Convention Center Improvements shall occur no later than December 31, 2014, subject to Enforced Delay.

4. **Completion of Construction (Convention Center Improvements).** Section 2.3(c) is hereby deleted in its entirety and replaced with the following:

**Completion of Construction.** Completion of Construction of the Convention Center Improvements shall occur no later than December 31, 2017, subject to Enforced Delay.

5. **Commencement of Construction (Resort No. 2. Improvements).** Section 3.2(a)(4) is hereby deleted in its entirety and replaced with the following:

**Commencement of Construction.** Commencement of Construction of the Resort No. 2 Improvements shall occur no later than December 31, 2014, subject to Enforced Delay.

6. **Completion of Construction (Resort No. 2. Improvements).** Section 3.2(a)(5) is hereby deleted in its entirety and replaced with the following:

**Completion of Construction.** Completion of Construction of the Resort No. 2 Improvements shall occur no later than December 31, 2017, subject to Enforced Delay.

7. **Counterparts.** This First Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

8. **Headings.** The descriptive headings of the Sections of this First Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

9. **Exhibits and Recitals.** Any exhibit attached hereto shall be deemed to have been incorporated herein into this First Amendment by this reference with the same force and effect as if fully set forth in the body of this First Amendment. The Recitals set forth at the beginning of this First Amendment are incorporated into this First Amendment, and the Parties hereby confirm the accuracy of the Recitals.

10. **Ratification; Conflicts.** This First Amendment shall amend and supersede the Hospitality Facilities Development Agreement, as expressly set forth herein, and, otherwise, the Hospitality Facilities Development Agreement is hereby ratified and shall continue in full force and effect. Without limitation of the foregoing, the Hospitality Facilities Development Agreement and this First Amendment shall be construed together as a single instrument provided, in the event of any conflict between the Hospitality Facilities Development Agreement and this First Amendment, this First Amendment shall control.

11. **Recordation.** As referenced in Section 7.14(c) of the Hospitality Facilities Development Agreement, this First Amendment shall be recorded in its entirety by the City in the office of the Maricopa County, Arizona Recorder not later than ten (10) days after this First Amendment is executed by the Parties.

IN WITNESS WHEREOF, the City has caused this First Amendment to be duly executed in its name and behalf by its Mayor, and Gaylord and DMB have signed the same, on or as of the day and year first written above.

CITY OF MESA, ARIZONA, an Arizona municipal corporation

By: *Christopher J. Brady*  
Its: *City Manager*  
City Manager

ATTEST:

By: *Linda Crocker*  
City Clerk

APPROVED AS TO FORM:

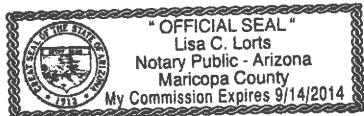
By: *D. Bronski for*  
City Attorney, *Debbie Spinner*

STATE OF ARIZONA     )  
                                          ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 2011, by *Christopher Brady*, City *Manager* of the City of Mesa, Arizona, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of the City.

*Lisa C. Lorts*  
Notary Public

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



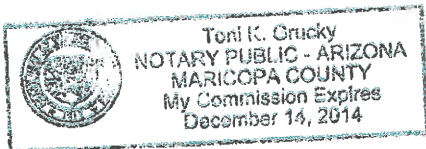
DMB MESA PROVING GROUNDS LLC, a  
Delaware limited liability company

By: DMB Associates, Inc., an Arizona  
corporation, its Manager

By: David L. Brewer  
Its: EVP/COO

STATE OF ARIZONA        )  
                                          ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2011, by David L. Brewer, the EVP/COO of DMB Mesa Proving Grounds, LLC, an Arizona limited liability company.



Toni K. Grucky  
Notary Public

My commission expires:  
12/14/14

GAYLORD:

GAYLORD MESA, LLC, a Delaware limited liability company

By: Bennett Westbrook  
Its: VP

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Bennett Westbrook, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Gaylord Mesa, LLC, the within named bargainor, a Delaware limited liability company, and that he, as such VP, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Bennett Westbrook

WITNESS my hand, at office, this 7<sup>th</sup> day of June 2011.

Jacquelyn D. Layfield  
Notary Public

My commission expires:

5-20-14






## EXISTING LENDER CONSENT

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The undersigned, as Beneficiary (“Existing Lender”) under that certain DEED OF TRUST AND FIXTURE FILING (With Assignment of Rents and Security Agreement) (the “Deed of Trust”), by and between DMB MESA PROVING GROUNDS, LLC, a Delaware limited liability company (“Developer”), as Trustor, and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee, dated December 28, 2006, and recorded on December 28, 2006 as Document No. 2006-1695609 in the Official Records of Maricopa County, Arizona, as modified by that Amendment to Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) dated December 28, 2009 and recorded May 28, 2010 as Document No. 20100456814 in the Official Records of Maricopa County, Arizona, in respect of certain real property which includes the Property that is the subject of this First Amendment to Pre-Annexation and Development Agreement, dated May 16, 2011, by and among the CITY OF MESA, ARIZONA, an Arizona municipal corporation, GAYLORD MESA, LLC, a Delaware limited liability company (“Gaylord”) and Developer (the “Amendment”), but not as a party, hereby: (i) consents to the Amendment; (ii) acknowledges that the Amendment shall bind that portion of the Property that is subject to the Deed of Trust, as modified, and subject to the Amendment; (iii) approves the recordation of the Amendment; (iv) agrees that the Amendment shall continue in full force and effect, at Existing Lender’s option, in the event of foreclosure or trustee’s sale pursuant to such Deed of Trust or any other acquisition of title by the undersigned, its successors, or assigns, of all or any portion of the Property covered by such Deed of Trust; (v) represents and warrants that the undersigned has the requisite right, power and authorization to enter into, execute, and deliver this Existing Lender Consent on behalf of Beneficiary; and (vi) the execution and delivery of this Existing Lender Consent by Beneficiary is not prohibited by, and does not conflict with any other agreements or instruments to which Beneficiary is a party.

DATED: MAY 16, 2011

U.S. BANK NATIONAL ASSOCIATION, a national banking association,

By: 

Name: JOEL MINAMIDE

Its: VICE PRESIDENT

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT**

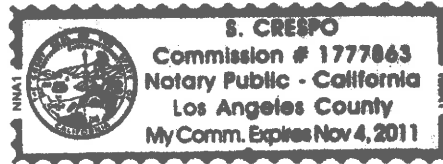
State of California  
County of LOS ANGELES ss.:

On May 16, 2011 before me, S.Crespo, Notary Public, personally appeared Joel Minamide who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity-(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
My Commission Expires: November 04, 2011

Signature  (Notary Seal),



## **LIST OF EXHIBITS**

- A            Legal Description of the Resort Property
- B            Depiction of Resort Property, Hotel Property, Convention Center Property, and  
Resort No. 2 Property

I:\Donna\MPG - amendments\FINAL Gaylord incentive PADA 1st Amendment 051211.docx

EXHIBIT A  
Legal Description of the Resort Property

**PARCEL DESCRIPTION**  
**Mesa Proving Grounds**  
**Resort Property**

**Parcel 1**

A parcel of land lying within Sections 14 and 15, Township 1 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner of said Section 14, a 3-inch Maricopa County brass cap flush stamped 2002 RLS 36563, from which the north quarter corner of said Section 14, an iron pipe with no identification, bears North 89°45'48" West (basis of bearing), a distance of 2661.68 feet;  
THENCE along the north line of said Section 14, North 89°45'48" West, a distance of 2114.10 feet;  
THENCE leaving said north line, South 00°14'12" West, a distance of 65.00 feet, to a line parallel with and 65 feet south of the north line of said Section 14 and the POINT OF BEGINNING;  
THENCE leaving said parallel line, South 00°25'05" West, a distance of 63.24 feet, to a point of intersection with a non-tangent curve;  
THENCE southerly along said curve, having a radius of 429.07 feet, concave westerly, whose radius bears South 76°42'39" West, through a central angle of 55°58'30", a distance of 419.18 feet, to the curve's end;  
THENCE South 42°41'10" West, a distance of 456.20 feet;  
THENCE South 37°13'20" West, a distance of 378.34 feet;  
THENCE South 35°11'50" West, a distance of 692.77 feet, to a point of intersection with a non-tangent curve;  
THENCE southerly along said curve, having a radius of 470.12 feet, concave easterly, whose radius bears South 65°19'35" East, through a central angle of 50°59'18", a distance of 418.36 feet, to a point of reverse curvature;  
THENCE southerly along said curve, having a radius of 354.92 feet, concave westerly, through a central angle of 51°49'55", a distance of 321.08 feet, to the curve's end;  
THENCE South 25°31'02" West, a distance of 311.55 feet;  
THENCE South 30°39'50" West, a distance of 245.69 feet;  
THENCE South 32°56'35" West, a distance of 37.10 feet, to a point of intersection with a non-tangent curve;  
THENCE southwesterly along said curve, having a radius of 2434.53 feet, concave northwesterly, whose radius bears North 43°50'17" West, through a central angle of 16°45'18", a distance of 711.93 feet, to a point of reverse curvature;  
THENCE southwesterly along said curve, having a radius of 928.55 feet, concave southeasterly, through a central angle of 30°04'19", a distance of 487.35 feet, to a point of reverse curvature;  
THENCE southwesterly along said curve, having a radius of 456.03 feet, concave northwesterly, through a central angle of 34°13'46", a distance of 272.44 feet, to the curve's end;  
THENCE South 67°04'28" West, a distance of 582.66 feet, to a point of intersection with a non-tangent curve;

Parcel Description  
Mesa Proving Grounds  
Resort Property

October 13, 2008  
WP# 083262.04  
Page 2 of 5  
See Exhibit "A"

THENCE northwesterly along said curve, having a radius of 300.00 feet, concave northeasterly, whose radius bears North  $21^{\circ}11'55''$  East, through a central angle of  $30^{\circ}00'35''$ , a distance of 157.13 feet, to a point of intersection with a non-tangent line;  
THENCE South  $66^{\circ}14'53''$  West, a distance of 856.18 feet;  
THENCE North  $23^{\circ}45'07''$  West, a distance of 1300.02 feet;  
THENCE South  $65^{\circ}48'55''$  West, a distance of 213.36 feet;  
THENCE North  $24^{\circ}11'05''$  West, a distance of 1631.14 feet;  
THENCE North  $65^{\circ}48'56''$  East, a distance of 1095.54 feet;  
THENCE South  $66^{\circ}46'18''$  East, a distance of 249.81 feet, to a point of intersection with a non-tangent curve;  
THENCE northeasterly along said curve, having a radius of 400.00 feet, concave southeasterly, whose radius bears South  $66^{\circ}46'18''$  East, through a central angle of  $61^{\circ}27'24''$ , a distance of 429.05 feet, to the curve's end;  
THENCE North  $84^{\circ}41'06''$  East, a distance of 201.54 feet, to the beginning of a curve;  
THENCE northeasterly along said curve, having a radius of 600.00 feet, concave northwesterly, through a central angle of  $46^{\circ}41'44''$ , a distance of 489.00 feet, to a point of reverse curvature;  
THENCE northeasterly along said curve, having a radius of 667.50 feet, concave southeasterly, through a central angle of  $27^{\circ}53'18''$ , a distance of 324.90 feet, to a point of reverse curvature;  
THENCE northeasterly along said curve, having a radius of 600.00 feet, concave northwesterly, through a central angle of  $65^{\circ}33'36''$ , a distance of 686.54 feet, to the curve's end;  
THENCE North  $00^{\circ}19'04''$  East, a distance of 123.74 feet, to said parallel line;  
THENCE along said parallel line, South  $89^{\circ}41'01''$  East, a distance of 1950.87 feet;  
THENCE South  $89^{\circ}45'48''$  East, a distance of 547.63 feet, to the POINT OF BEGINNING.

Containing 283.8693 acres, or 12,365,346 square feet of land, more or less.

Subject to existing rights-of-way and easements.

#### Parcel 2

A parcel of land lying within Sections 14 and 15, Township 1 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 14, a 3-inch Maricopa County brass cap flush stamped 2002 RLS 36563, from which the north quarter corner of said Section 14, an iron pipe with no identification, bears South  $89^{\circ}41'01''$  East (basis of bearing), a distance of 2658.58 feet;  
THENCE along the north line of said Section 14, South  $89^{\circ}41'01''$  East, a distance of 39.69 feet;  
THENCE leaving said north line, South  $00^{\circ}18'59''$  West, a distance of 65.00 feet, to a line parallel to and 65 feet south of the north line of said Section 14 and the POINT OF BEGINNING;  
THENCE along said parallel line, South  $89^{\circ}41'01''$  East, a distance of 668.06 feet;  
THENCE leaving said parallel line, South  $00^{\circ}19'04''$  West, a distance of 123.74 feet, to the beginning of a curve;  
THENCE southwesterly along said curve, having a radius of 600.00 feet, concave northwesterly, through a central angle of  $65^{\circ}33'36''$ , a distance of 686.54 feet, to a point of reverse curvature;  
THENCE southwesterly along said curve, having a radius of 667.50 feet, concave southeasterly, through a central angle of  $27^{\circ}53'18''$ , a distance of 324.90 feet, to a point of reverse curvature;

**Parcel Description  
Mesa Proving Grounds  
Resort Property**

October 13, 2008  
WP# 083262.04  
Page 3 of 5  
See Exhibit "A"

**THENCE** southwesterly along said curve, having a radius of 600.00 feet, concave northwesterly, through a central angle of 46°41'44", a distance of 489.00 feet, to the curve's end;  
**THENCE** South 84°41'06" West, a distance of 201.54 feet, to the beginning of a curve;  
**THENCE** southwesterly along said curve, having a radius of 400.00 feet, concave southeasterly, through a central angle of 61°27'24", a distance of 429.05 feet, to a point of intersection with a non-tangent line;  
**THENCE** North 66°46'18" West, a distance of 249.81 feet;  
**THENCE** South 65°48'56" West, a distance of 1095.54 feet;  
**THENCE** North 24°11'05" West, a distance of 197.47 feet;  
**THENCE** North 01°25'09" West, a distance of 1015.15 feet;  
**THENCE** South 89°37'50" East, a distance of 1855.27 feet, to the beginning of a curve;  
**THENCE** northeasterly along said curve, having a radius of 368.50 feet, concave northwesterly, through a central angle of 91°05'35", a distance of 585.87 feet, to the curve's end;  
**THENCE** North 00°43'25" West, a distance of 151.51 feet, to the **POINT OF BEGINNING**.

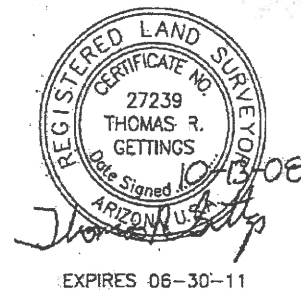
Containing 51.1308 acres, or 2,227,257 square feet of land, more or less.

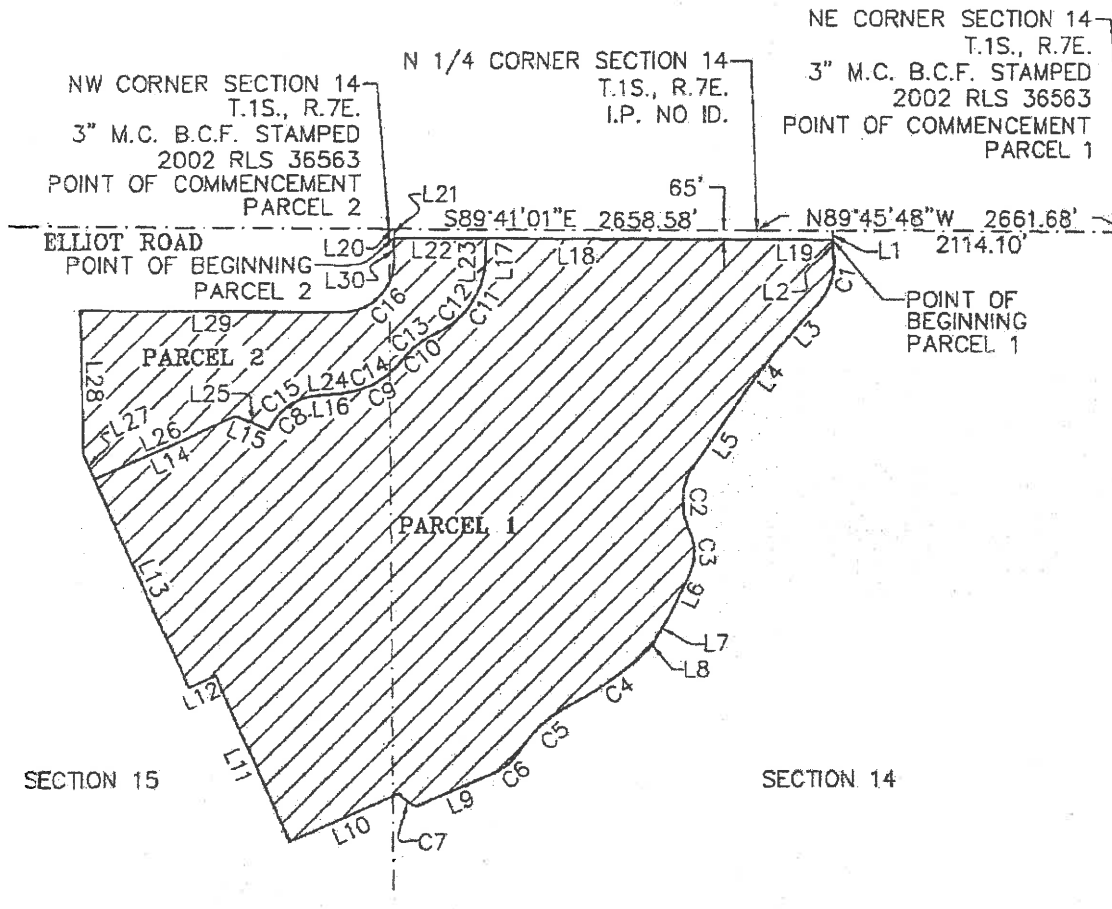
The gross area is 335.0001 acres, or 14,592,602 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the unrecorded ALTA Survey of GM Proving Grounds prepared by CMX, dated November 21, 2006, job number 7405.01 and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2007 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

X:\Y-Drive\Parcel Descriptions (sorted by Job Number)\2006\083262.04 Mesa Proving Grounds Report Property Parcel 1 & 2 10-13-08.doc





**WOOD/PATEL**  
 1855 North Stapley Drive  
 Mesa, AZ 85203  
 Phone: (480) 834-3300  
 Fax: (480) 834-3320  
 PHOENIX • MESA • TUCSON • GOODYEAR



EXPIRES 06-30-11



**EXHIBIT "A"**  
 MESA PROVING GROUNDS  
 RESORT PROPERTY

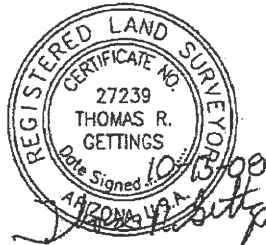
10-13-08  
 WP#083262.04  
 PAGE 4 OF 5  
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 2753L14-DB\DWG\2753L14.DWG



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°14'12"W	65.00'
L2	S00°25'05"W	63.24'
L3	S42°41'10"W	456.20'
L4	S37°13'20"W	378.34'
L5	S35°11'50"W	692.77'
L6	S25°31'02"W	311.55'
L7	S30°39'50"W	245.69'
L8	S32°56'35"W	37.10'
L9	S67°04'28"W	582.66'
L10	S66°14'53"W	856.18'
L11	N23°45'07"W	1300.02'
L12	S65°48'55"W	213.36'
L13	N24°11'05"W	1631.14'
L14	N65°48'56"E	1095.54'
L15	S66°46'18"E	249.81'
L16	N84°41'06"E	201.54'
L17	N00°19'04"E	123.74'
L18	S89°41'01"E	1950.87'
L19	S89°45'48"E	547.63'
L20	S89°41'01"E	39.69'
L21	S00°18'59"W	65.00'
L22	S89°41'01"E	668.06'
L23	S00°19'04"W	123.74'
L24	S84°41'06"W	201.54'
L25	N66°46'18"W	249.81'
L26	S65°48'56"W	1095.54'
L27	N24°11'05"W	197.47'
L28	N0°25'09"W	1015.15'
L29	S89°37'50"E	1855.27'
L30	N00°43'25"W	151.51'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	55°58'30"	429.07'	419.18'
C2	50°59'18"	470.12'	418.36'
C3	51°49'55"	354.92'	321.08'
C4	16°45'18"	2434.53'	711.93'
C5	30°04'19"	928.55'	487.35'
C6	34°13'46"	456.03'	272.44'
C7	30°00'35"	300.00'	157.13'
C8	61°27'24"	400.00'	429.05'
C9	46°41'44"	600.00'	489.00'
C10	27°53'18"	667.50'	324.90'
C11	65°33'36"	600.00'	686.54'
C12	65°33'36"	600.00'	686.54'
C13	27°53'18"	667.50'	324.90'
C14	46°41'44"	600.00'	489.00'
C15	61°27'24"	400.00'	429.05'
C16	91°05'35"	368.50'	585.87'

**WOOD/PATEL**  
 1855 North Stapley Drive  
 Mesa, AZ 85203  
 Phone: (480) 834-3300  
 Fax: (480) 834-3320  
 PHOENIX • MESA • TUCSON • GOODYEAR



EXPIRES 06-30-11

**EXHIBIT "A"**  
 MESA PROVING GROUNDS

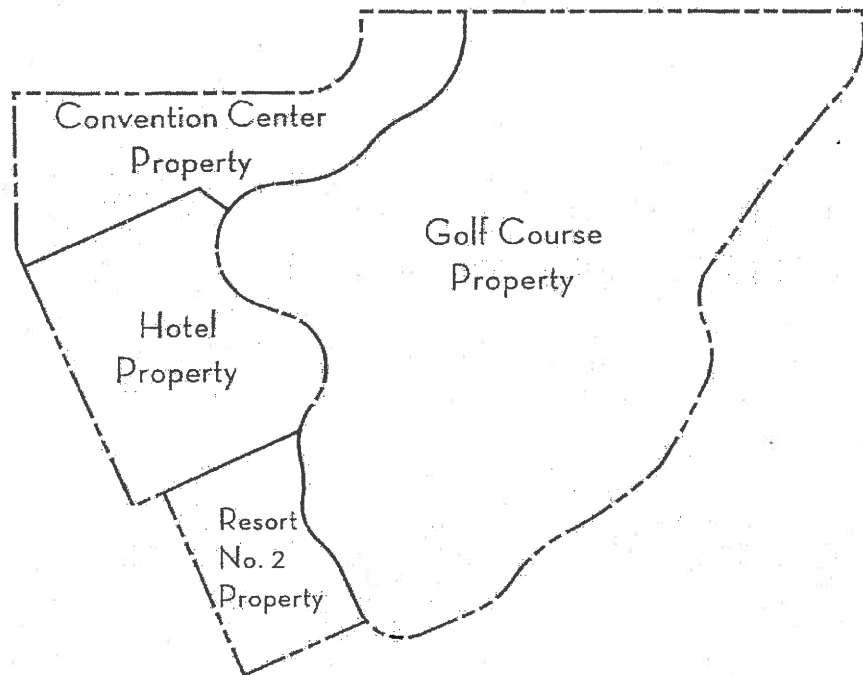
RESORT PROPERTY

10-13-08  
 WP#083262.04  
 PAGE 5 OF 5  
 NOT TO SCALE  
 T:\2006\062753\LEGAL\  
 2753L14-DB\DWG\2753L14.DWG

EXHIBIT B  
Depiction of Resort Property, Hotel Property, Convention Center Property, and Resort No. 2  
Property

Resort Property

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MESA PROVING GROUNDS



16 Oct 08