

**WHEN RECORDED RETURN TO:**

CITY OF SCOTTSDALE  
ONE STOP SHOP RECORDS  
7447 East Indian School Road, Suite 100  
Scottsdale, AZ 85251

C.O.S. Contract No. 2021-083-COS  
(The Campus)  
(Resolution No. 12183)

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Scottsdale, an Arizona municipal corporation, ("City") and Jewish Community Campus, LLC, an Arizona limited liability company (the "JCC"). The City and the JCC may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. Arizona Revised Statutes 9-500.05 authorizes the City to enter into a Development Agreement related to real property located inside the incorporated area of the City with a landowner or other person having an interest in the real property.

B. The JCC is the current owner of the real property located at the southeast corner of Scottsdale Road and Sweetwater Avenue containing approximately 28.5 net acres and 30.11 gross acres (the "Property"), comprising the Ina Levine Jewish Community Campus. The Property comprises three distinct and identifiable parcels legally described on **Exhibit "A-1"**, **Exhibit "A-2,"** and **Exhibit "A-3"** (respectively, "Parcel A-1", "Parcel A-2", and "Parcel A-3") and depicted on **Exhibit "A-4"**. Parcel A-1, Parcel A-2, and Parcel A-3 individually may be described as a "Parcel" and collectively as the "Parcels."

C. Notwithstanding that the Property is three separate Parcels, the Property is subject to Covenants and Agreements to Hold Property as One Parcel dated July 10, 2001, and recorded in the Official Records of Maricopa County as Document No. 2001-0687507 and November 13, 2002, and recorded in the Official Records of Maricopa County as Document No. 2002-1195909 (collectively, "Covenants to Hold as One"). In connection with this Agreement, the JCC and the City seek to terminate the Covenant to Hold as One concurrent with the effectiveness of this Agreement, as more fully set forth in this Agreement.

D. The Property is subject to a previous City Council Use Permit, Case No. 6-UP-2000, which included the approval of private elementary, middle, and high school uses. Thereafter, the Pardes Jewish Day School (a kindergarten to 8<sup>th</sup> grade, combined elementary and middle school) was constructed and currently operates on approximately 4 +/- acres (the "Day School"). The approved high school site (the "High School Site") remains vacant.

E. In addition to the Day School, the facilities currently constructed on the Property include but are not limited to the Martin Pear Jewish Community Center (the "Community Center"), the recreational fields and facilities used by the Community Center and the Day School (the "Recreation Facilities"), and all the parking facilities associated with the Community Center and Day School activities (the "Parking Facilities").

F. The JCC now seeks to add to the Property a residential health care facility to provide housing and health-care options for the senior population of the community (the "Senior Residential Health Care Center"), as well as provide additional amenities to be identified in the future (collectively, the "Campus Project"). To establish the regulatory structure for future development of the Property and the Campus Project, the JCC has made a development application to the City with an associated development plan (the "Development Plan").

G. In connection with the Campus Project, the Property is the subject of a rezoning from Single Family Residential (R1-35) to Special Campus with Planned Shared Development ("SC" "PSD"), in Zoning Case No. 11-ZN-2020 (the "Zoning Case") as approved in Ordinance No. 4506. As part of the Zoning Case, the JCC seeks a text amendment (the "Text Amendment") to the City's zoning ordinance (the "Zoning Ordinance") regarding the terms of a Special Campus District (Sec. 6.800) (the "Special Campus Provisions"). The proposed Text Amendment provides that additional uses be incorporated into the provisions of the Special Campus provisions.

H. The Zoning Case, the Development Plan, and the Text Amendment may be referred to in this Agreement as (the "Regulatory Approvals"). The Regulatory Approvals establish the minimum area to be designated as open space ("OS"), the dwelling unit capacity ("DUC") and the floor area ratio ("FAR") (collectively the "Development Attributes") for the Property under the associated development standards.

I. Consistent with the Development Plan and following the Effective Date (defined below) of this Agreement, the JCC will address the design of the Residential Health Care Center upon selecting a senior living user and filing an application with the City's Development Review Board prior to development of the Residential Health Care Center.

J. This Agreement is part of the requirements for approval of Zoning Case. The Development Plan is on file with the Clerk of the City as declared a public record by Resolution No. 12182 and adopted by Ordinance No. 4506 and incorporated into this Agreement by this reference.

K. This Agreement and the related documents required by this Agreement are intended to stimulate employment, investment in the area, and advance the economic benefit of the City and surrounding neighborhoods, and to achieve the redevelopment of the Property in accordance with this Agreement and in furtherance of the Development Plan.

L. This Agreement is consistent with the portions of City's general plan applicable to the Property on the date of this Agreement.

M. The City's governing body has authorized execution of this Agreement by Resolution No. 12183.

In consideration of the above premises, and the mutual promises and representations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the JCC and City agree as follows:

## **AGREEMENT**

1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Agreement” means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to Sections or Exhibits are to this Agreement. The Recitals Paragraphs A through M, inclusive, are incorporated into this Agreement by reference and form a part of this Agreement.

“Association” means as defined in Section 3.2.

“Campus Project” means as defined in Recital F.

“City” means the Party designated as the City on the first page of this Agreement.

“Community Center” means as defined in Recital E.

“Covenants to Hold as One” means as defined in Recital C.

“Day School” means as defined in Recital D.

“Development Plan” means as defined in Recital F.

“DUC” means “dwelling unit capacity as defined in Recital H.

“ECR” means as defined in Section 3.2.

“Effective Date” means as defined in Section 2.1.

“Event of Default” means as defined in Section 7.

“High School Site” means as defined in Recital D.

“JCC” means the Party designated on the first page of this Agreement.

“JCC's Designated Representative” means as defined in Section 13.

“OS” means as defined in Recital H.

“Parcel” and “Parcels” means as defined in Recital B.

“Parking Facilities” means as defined in Recital E.

“Parties” means the Parties designated on the first page of this Agreement.

“Party” means the Party designated as the City on the first page of this Agreement.

“Planned Shared Development” means as defined in Recital G.

“Property” means as defined in Recital B.

“Property Manager” means as defined in Section 3.2.

“PSD” means as defined in Recital G.

“Recreation Facilities” means as defined in Recital E.

“Regulatory Approvals” means as defined in Recital H.

“Senior Residential Health Care Center” means as defined in Recital F.

“Shared Facilities” means as defined in Section 3.2.

“Special Campus Provisions” means as defined in Recital G.

“Text Amendment” means as defined in Recital G.

“Zoning Case” means as defined in Recital G.

“Zoning Ordinance” means as defined in Recital G.

2. Term. The term of this Agreement shall be as follows:

2.1 Commencement and Duration. The term of this Agreement shall commence on the date this Agreement is approved by the City Council, signed by all Parties, and recorded in the Office of the Maricopa County Recorder (the “Effective Date”). Except as otherwise provided herein, the Agreement will continue in effect for twenty-five (25) years or until all obligations and rights of the Parties under this Agreement have been performed, terminated by mutual written agreement of all Parties, or have expired.

2.2 Commencement Effect on Covenants to Hold as One. On the Effective Date of this Agreement, the Parties agree that the Covenants to Hold as One shall terminate and no longer be of any force or effect.

2.3 Effect of Termination or Expiration on Regulatory Approvals. Termination or expiration of this Agreement shall have no effect on the Regulatory Approvals, which shall continue to be enforceable according to their terms. Any notice of termination or expiration of this Agreement shall so state.

2.4 Referendum. If the Regulatory Approvals are invalidated by a referendum or court action, then this Agreement shall be void ab initio.

3. Project & Zoning. The JCC's development of the Property and the Campus Project shall comply with the following:

3.1 No Construction Obligation. The JCC has no obligation to develop the Property or any portion of the Campus Project; provided however that all further construction of the Campus Project shall be performed in compliance with the Development Plan, the Regulatory Approvals and the terms and conditions of this Agreement.

3.2 Planned Shared Development Shared Facilities. If the JCC transfers any fee interest in any of the Parcels to a third party, the JCC must establish a property management association ("Association") to maintain all common areas, shared facilities, or community-owned property shown on the Development Plan for the Property, if any (collectively, "Shared Facilities"). If the JCC establishes an Association, the Association shall then designate a manager (the "Property Manager"), and the JCC shall obligate such Association through its Property Manager to record a Master Declaration of Easements, Covenants, Conditions and Restrictions ("ECR") with the Maricopa County Recorder's Office identifying how such Shared Facilities will be maintained.

3.3 PSD Indemnity. In addition to all other obligations hereunder, the JCC (and all persons claiming through the JCC or claiming rights under this Agreement, including any and all owners of any Parcels), and existing and future owners of Parcels within the Property's boundaries shall indemnify and hold harmless the City, its employees, agents and officials from any and all claims, demands, suits, judgments, assessments, proceedings, or liabilities of any kind, including reasonable attorney's fees and costs, that may arise from any person(s)/entity(ies) owning any part of the Property and that are related to the development or division of the Property, or the Property's being subject to the application of the PSD. Further, the Property Manager shall indemnify and hold harmless the City, its employees, agents and officials harmless from any and all claims, demands, suits, judgments, assessments, proceedings, or liabilities of any kind, including reasonable attorney's fees and costs, that may that may be asserted against the City, that arise from any person(s)/entity(ies) owning any part of the Property and that are related to the development or the division of the Property.

4. City Contact and Property Manager.

4.1 City Contact. The City contact shall be the Zoning Administrator or designee.

4.2 Appointment of Property Manager. The JCC and its assigns may appoint one or more individuals or entities to be a Property Manager with respect to the Property or any portion thereof. The JCC and its assigns may appoint the Association, or an owner of the Property or any portion thereof, as such Property Manager. Upon any person or entity being appointed a Property Manager with respect to the Property or any portion thereof, the JCC or its assigns shall give the City notice of such appointment and the name and contact address and other information required for notice in this Agreement. Until notice is provided to the City by the JCC otherwise, Jay J. Jacobs shall be the Property Manager for all purposes under this Agreement.

4.3 Responsibility of Property Manager. The Property Manager shall be responsible for complying with all City requirements in a timely and professional manner, and maintaining and repairing the Shared Facilities, as reasonably determined necessary by the City in accordance with the City requirements.

4.4 Assurance of a Property Manager. The JCC, its assigns, and all present and future property owners shall assure that, if the Parcels are at any time no longer held by a single owner, the Property shall always have an appointed Property Manager, and that the Property Manager shall agree to indemnify the City as required by Section 3.3 of this Agreement and Section 6.1406 of the Zoning Ordinance of the City of Scottsdale. If the Property has no designated Property Manager, and such failure continues uncured for fifteen (15) days after written notice thereof from the City to the owners, the City shall deem all property owners to be in default under this Agreement. The JCC and its successors and assigns shall have the right to replace the Property Manager with the City's consent (which consent shall not be unreasonably withheld) upon notice to the City pursuant to Section 14.7.

## 5. Declaration of Easements, Covenants, Conditions & Restrictions.

5.1 ECRs. The ECRs shall address the following to the City's satisfaction:

5.1.1 Responsibility for Shared Facilities. The JCC understands that (a) it may create certain common area improvements on the Property that are Shared Facilities, and (b) each owner must pay assessments for complying with all City requirements and for maintaining and repairing the Shared Facilities, as reasonably determined necessary by the City.

5.1.2 Ownership of Shared Facilities. All Shared Facilities, if any, shall be identified in the ECRs. If some of the Shared Facilities are to be shared by the owners, then the ECRs shall identify which owner is responsible for which Shared Facilities.

5.1.3 Assessments. The Property Manager shall have authority to assess and collect fees for complying with City requirements and for maintaining and repairing the Shared Facilities.

5.2 Duration. The ECRs shall remain in existence as long as the Property is developed with a PSD overlay.

5.2.1 Amendments. Except with the City's prior written consent, the ECRs may not be amended to alter the provisions that require the owners to share responsibility for maintaining and repairing the Shared Facilities.

5.2.2 Delivery. A copy of the ECRs will have been delivered to the City prior to the issuance of any permits with respect to the Property.

6 Breach & Remedies. The JCC shall comply with, perform, and do each performance and thing required of the JCC under this Agreement. The JCC's failure to do so shall be a breach by the JCC of this Agreement if not cured within the notice and cure periods set forth in Section 8 below.

7 Events of Default. Any owner or Property Manager shall be in default (an "Event of Default") if such owner, with respect to the owner's parcel, or the Property Manager(s) and owner(s), with respect to Shared Facilities, fails or neglects timely and completely to do or perform or observe any material provision of this Agreement and/or the Regulatory Approvals, and such failure or neglect continues for a period of one hundred twenty (120) days after City has notified the defaulting owner(s) and/or Property Manager(s) in writing of such failure or neglect. If the defaulting owner(s) and/or Property Manager(s) begins to cure the default within this time period, the one hundred twenty (120) day period shall be extended an additional sixty (60) days upon request given by notice to City prior to the end of the one hundred twenty (120) day period, or such later time as may be granted by the City to allow the cure to be affected.

8. City's Remedies. Upon the occurrence of any material Event of Default or at any time thereafter while such Event of Default remains uncured, City may, at its option and from time to time, exercise any, all, or any combination of the following cumulative remedies in any order and repetitively at City's option with respect to any and all defaulting owner(s) and/or Property Manager(s):

8.1 Until the default is cured, issue a stop work order and/or refuse to issue any permits or process development applications for the Property, as to Shared Facilities, or, in the event the Property is divided into separate parcels, issue a stop work order and/or refuse to issue any permits or process any development applications for any parcel that is subject of the Event of Default.

8.2 Abate at an applicable defaulting owner's expense any violation of this Agreement.

8.3 Be excused without any liability to the applicable defaulting owner therefor from further performance of any or all of City's obligations under this Agreement.

8.4 Insist upon each applicable defaulting owner's full and faithful performance under this Agreement during the entire remaining term of this Agreement.

8.5 Assert, exercise or otherwise pursue at each applicable defaulting owner's expense any and all other rights or remedies, legal or equitable, to which City may be entitled.

8.6 Notwithstanding the foregoing, an applicable defaulting owner shall not be liable for special, consequential, punitive, or other exemplary or multiple damages.

9. City Default and the JCC's Remedies. Upon any material breach of this Agreement by City not cured within one hundred twenty (120) days after notice from an owner, such owner may pursue any and all remedies, legal, equitable or otherwise, to which such owner may be entitled. Notwithstanding the preceding sentence or anything else in this Agreement and as a condition of City's willingness to enter into this Agreement, the following limits shall apply to this Agreement:

9.1 City shall not be liable for any special, consequential, punitive, or other exemplary or multiple damages.

9.2 The JCC hereby unconditionally and irrevocably waives on behalf of itself and all persons claiming through the JCC or through this Agreement or under or related to this Agreement any remedies inconsistent with these limitations.

9.3 All limitations on the JCC's remedies shall also apply to all remedies against City's officers, employees and other agents and representatives and any other person for whom City may in any event be liable for any reason.

9.4 All limitations on the JCC's remedies shall apply to the JCC and to any person otherwise asserting against City, any claim whatsoever related to this Agreement.

10. Non-waiver and City Contract Administrator Authority. No failure by City or the JCC to demand any performance required of the other under this Agreement, and no acceptance by City or the JCC of any imperfect or partial performance under this Agreement, shall excuse such performance, or waive or impair in any way the other's ability to insist, prospectively and retroactively upon full compliance with this Agreement. Only the City's Zoning Administrator or designee shall be authorized to administer this Agreement for City or speak for City regarding this Agreement. Further, nothing in this Agreement or any ordinance with respect to it or the zoning associated with the Campus Project shall be deemed to reduce or eliminate the Zoning Administrator's authority provided under A.R.S. Section 9-462.04.A.4, which authority may be exercised in the ordinary course.

11. Compliance with Law. The JCC shall comply with all federal, state, county and local laws, ordinances, regulations or other rules or policies that affect the Property as are now in effect or as may hereafter be adopted or amended.

12. Assignability. This Agreement may be assigned or transferred by the JCC (or any of the entities that comprise the "JCC" with respect to such entity's interest herein), in whole or in part, by written instrument, to any subsequent owner of all or any portion of the Property. Notice of any transfer or assignment in accordance with this Section shall be provided by the JCC or the transferor entity (or its successor or assign) to the City. No lender or mortgagee shall have any obligation or liability under this Agreement unless such lender or mortgagee acquires title to a portion of the Property, in which event, such lender or mortgagee shall have liability only for the failure of such lender or mortgagee to comply with any obligation under this Agreement with respect to the portion of the Property owned by such lender or mortgagee during the period of such



lender's or mortgagee's ownership of such portion of the Property, and the liability of such lender or mortgagee shall be limited to its interest in the Property.

13. Unified Project Intent. City is entitled to hold the JCC (or its successors and assigns, if applicable) responsible for all performances under this Agreement. City and the JCC expressly do not intend that the JCC's rights under this Agreement be divisible, except as already described in this Agreement, for any reason into multiple contracts, agreements or other arrangements between City and numerous Property owners. City and the JCC intend that City only be obligated to deal with one designated representative of all of the entities standing in the position of the JCC (the "JCC's Designated Representative") from time to time and not be burdened with any management, maintenance or other responsibilities related to development or occupation of the Property by multiple entities, such as resolving or being hindered by disagreements between entities regarding the JCC's performance of its duties under this Agreement, and that City not be burdened by usage, financial or other issues among various persons using the Property pursuant to this Agreement. All of those duties are to be performed by the JCC (or its successors or assigns, if applicable), which is responsible to see that all persons developing or using the Property, including without limitation any owners' associations and their members, resolve among themselves their respective responsibilities for all performances under this Agreement, none of which limits or otherwise affects City's rights under this Agreement. The JCC may change the JCC's Designated Representative from time to time by written notice to City. The JCC hereby designates Jay J. Jacobs as the JCC's Designated Representative under this Agreement, until further written notice from the JCC is given to City.

14. Miscellaneous. The following additional provisions apply to this Agreement:

14.1 Amendments. This Agreement may not be amended except by a formal writing executed by all of the Parties.

14.2 Severability. If any term, condition, covenant, stipulation, agreement or provision in this Agreement is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision of this Agreement.

14.3 Conflicts of interest. No member, official or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law. This Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

14.4 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture, or similar relationship between the Parties.

14.5 Authority. Each Party to this Agreement represents to the other that it has full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

14.6 Non-liability of City Officials and Employees. No member, official, representative or employee of City shall be personally liable to any party, or to any successor in

interest to any party, in the event of any default or breach by City or for any amount that may become due to any party or successor, or with respect to any obligation of City related to this Agreement.

14.7 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid, or by FedEx or other reliable overnight courier service that confirms delivery, addressed to:

If to City:	City of Scottsdale 7447 E. Indian School Rd., Suite 105 Scottsdale, AZ 85251
Copy to:	City Attorney City of Scottsdale 3939 Drinkwater Blvd. Scottsdale, AZ 85251
If to JCC, owners, and/or Property Manager:	Jewish Community Campus, LLC, c/o Jay J. Jacobs, Chief Executive Officer Martin Pear Jewish Community Center 12701 N. Scottsdale Rd. Scottsdale, AZ 85254
Copy to:	John Berry Berry Riddell LLC 6750 E. Camelback Rd., Suite 100 Scottsdale, AZ 85251

By notice from time to time in accordance herewith, any party may designate any other street address or addresses as its address or addresses for receiving notice hereunder. Service of any notice by mail in accordance with the foregoing shall be deemed to be complete three (3) days (excluding Saturday, Sunday, and legal holidays) after the notice is deposited in the United States mail. Service of any notice by overnight courier in accordance with the foregoing shall be deemed to be complete upon receipt or refusal to receive.

14.8 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

14.9 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor the JCC or City.

14.10 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

14.11 No Third-Party Beneficiaries. The City, an owner of any portion of the Property, the JCC, lenders holding liens or mortgages against a portion of the Property, and their successors and assigns are the sole beneficiaries of this Agreement. No other person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties who are not beneficiaries of this Agreement for any approval of plans, the JCC's construction of improvements, the JCC's negligence, the JCC's failure to comply with the provisions of this Agreement, or otherwise as a result of the existence of this Agreement.

14.12 Exhibits. All exhibits attached hereto as specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.

14.13 Attorneys' Fees. If legal action is brought by any Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorney fees and costs as determined by the court or other decision maker.

14.14 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules.

14.15 Venue & Jurisdiction. Legal actions regarding this Agreement shall be instituted in the Superior Court of the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona sitting in Maricopa County. City and the JCC agree to the exclusive jurisdiction of such courts. Claims by the JCC shall comply with time periods and other requirements of City's claims procedures from time to time.

14.16 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

ATTEST:

CITY OF SCOTTSDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Ben Lane, City Clerk

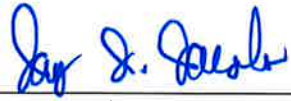
By: \_\_\_\_\_  
David D. Ortega, Mayor

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
Sherry R. Scott, City Attorney  
Margaret Wilson, Senior Assistant City Attorney

JEWISH COMMUNITY CAMPUS, LLC,  
an Arizona limited liability company

By: JEWISH COMMUNITY ASSOCIATION  
OF GREATER PHOENIX, INC.  
an Arizona non-profit corporation  
Member

By:   
Jay J. Jacobs, Authorized Representative

STATE OF ARIZONA       )  
  ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by David D. Ortega, Mayor of the City of Scottsdale, an Arizona municipal corporation.

My Commission Expires:

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

STATE OF ARIZONA       )  
  )  
County of Maricopa       )

The foregoing instrument was acknowledged before me on the 27 day of May, 2021, by Jay J. Jacobs, Authorized Representative of the Jewish Community Association of Greater Phoenix, Inc., an Arizona non-profit corporation, member of Jewish Community Campus, LLC, an Arizona limited liability company, on behalf of said Company.

My Commission Expires: 9-17-2021

Christine E. Hutchinson  
Notary Public

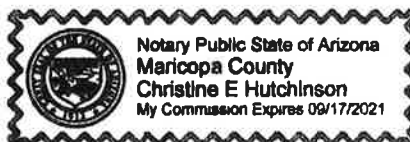


EXHIBIT "A-1"

**PARCEL A-1 LEGAL DESCRIPTION**

That part of the Northwest quarter of the Southwest quarter of Section 14, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 14;

THENCE South 00°00'43" West, along the West line of said Section 14, a distance of 992.57 feet (measured), 992.61 feet (record);

THENCE departing said West line, North 89°56'28" East, a distance of 65.00 feet to the Easterly right of way line of Scottsdale Road;

THENCE North 00°00'43" East along said Easterly right of way line, a distance of 141.30 feet and the POINT OF BEGINNING;

THENCE continuing North 00°00'43" East along said Easterly right of way line, a distance of 140.50 feet;

THENCE departing said Easterly right of way line, North 89°56'28" East, a distance of 248.55 feet;

THENCE South 00°02'41" East, a distance of 38.20 feet;

THENCE North 89°56'28" East, a distance of 421.02 feet;

THENCE North 00°02'41" West, a distance of 116.63 feet;

THENCE North 05° 00' 00" East, a distance of 142.10 feet;

THENCE North 89° 56' 28" East, a distance of 252.30 feet;

THENCE North 00°02' 41" West, a distance of 87.83 feet;

THENCE North 89°56'28" East, a distance of 98.50 feet to the beginning of a curve concave Northwesterly and having a radius of 224.00 feet;

THENCE Northeasterly along the arc of said curve through a central angle of 89°59'09" a distance of 351.80 feet to a point of cusp;

THENCE South 00°02'41" East, a distance of 510.25 feet;

THENCE South 89°56'28" West, a distance of 503.17 feet;

THENCE South 00°02'41" East, a distance of 192.00 feet;

THENCE South 89°56'28" West, a distance of 753.77 feet to the Easterly right of way line of Scottsdale Road and the POINT OF BEGINNING.

APN: 175-09-001P

EXHIBIT "A-2"

**PARCEL A-2 LEGAL DESCRIPTION**

That part of the Northwest quarter of the Southwest quarter of Section 14, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the stem of a brass cap found at the West  $\frac{1}{4}$  corner of said Section 14;

Thence South  $00^{\circ} 00' 43''$  West a distance of 992.57 feet (South  $00^{\circ} 00' 43''$  West 992.61 feet per the Final Plat for "Sweetwater Street East" recorded in Book 190 of Maps, Page 7, Maricopa County Records), along the West line of the Northwest quarter of the Southwest quarter of said Section 14 to the Southwest corner of the North half of the South half of the Northwest quarter of the Southwest quarter of said Section 14, said corner being the Northwest corner of "Scottsdale Village Estates", a subdivision recorded in Book 182 of Maps, Page 24, Maricopa County Records, Arizona;

Thence departing from said West line North  $89^{\circ} 56' 28''$  East along the North line of said subdivision a distance of 65.00 feet to a  $\frac{1}{2}$  inch rebar with plastic RLS Cap No. 16239 set in the East right-of-way line of Scottsdale road, per "Designated County Road", a plat recorded in Book 13 of Road Maps, Page 9, Maricopa County Records;

Thence North  $00^{\circ} 00' 43''$  East along said right-of-way line a distance of 141.30 feet to the POINT OF BEGINNING;

Thence continuing North  $00^{\circ} 00' 43''$  East along said right-of-way line of Scottsdale Road a distance of 140.50 feet;

Thence departing from said line North  $89^{\circ} 56' 28''$  East a distance of 248.55 feet;

Thence South  $00^{\circ} 02' 41''$  East a distance of 38.20 feet;

Thence North  $89^{\circ} 56' 28''$  East a distance of 421.02 feet;

Thence North  $00^{\circ} 02' 41''$  West a distance of 146.63 feet;

Thence North  $05^{\circ} 00' 00''$  East a distance of 142.10 feet;

Thence North  $89^{\circ} 56' 28''$  East a distance of 247.30 feet;

Thence North  $00^{\circ} 02' 41''$  West a distance of 79.57 feet;

Thence North  $89^{\circ} 57' 19''$  East a distance of 5.00 feet;

Thence North  $00^{\circ} 02' 41''$  West a distance of 227.52 feet to a point of cusp with a curve concave Northeasterly, from which point the center of said curve bears North  $89^{\circ} 57' 19''$  East 224.00 feet;



Thence Southeasterly along the arc of said curve 351.91 feet through a central angle of  $90^{\circ}00'51''$

Thence North  $89^{\circ}56'28''$  East a distance of 98.38 feet to a point in the West line of the Northwest quarter of the Southwest quarter of said Section 14;

Thence South  $00^{\circ}02'41''$  East along said West line a distance of 291.51 feet; Thence departing from said line South  $89^{\circ}56'28''$  West a distance of 503.17 feet;

Thence South  $00^{\circ}02'41''$  East a distance of 182.00 feet; thence South  $89^{\circ}56'28''$  West a distance of 753.77 feet to the POINT OF BEGINNING.

Being the same property conveyed to King David School, an Arizona non-profit corporation from Jewish Community Campus, LLC, an Arizona limited liability company by Special Warranty Deed dated September 30, 2003 and recorded October 21, 2003 in Instrument No. 2003-1466762.

APN: 175-09-001N

EXHIBIT "A-3"

**PARCEL A-3 LEGAL DESCRIPTION**

A portion of the following described property:

That part of the Northwest quarter of the Southwest quarter of Section 14, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 14;

Thence South 00 degrees 00 minutes 43 seconds West, along the West line of said Section 14, a distance of 992.57 feet (measured), 992.61 feet (record);

Thence departing said West line, North 89 degrees 56 minutes 28 seconds East, a distance of 65.00 feet to the Easterly right-of-way line of Scottsdale Road and the POINT OF BEGINNING;

Thence North 00 degrees 00 minutes 43 seconds East along said Easterly right-of-way line, a distance of 141.30 feet;

Thence departing said Easterly right-of-way line, North 89 degrees 56 minutes 28 seconds East, a distance of 753.77 feet;

Thence North 00 degrees 02 minutes 41 seconds West, a distance of 192.00 feet;

Thence North 89 degrees 56 minutes 28 seconds East, a distance of 503.17 feet;

Thence South 00 degrees 02 minutes 41 seconds East, a distance of 333.30 feet;

Thence South 89 degrees 56 minutes 28 seconds West, a distance of 1,257.09 feet to the Easterly right-of-way line of Scottsdale Road and the POINT OF BEGINNING.

APN: 175-09-001Q

EXHIBIT "A-4"

PARCEL MAP

