ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "<u>Assignment</u>"), dated as of ______, 2013 (the "<u>Effective Date</u>"), is entered into by and between Kennedy Partners, LLC, a Delaware limited liability company ("<u>Assignor</u>"), Constellation Solar Arizona, LLC, a Delaware limited liability company ("<u>Assignee</u>"), and Peoria Unified School District, an Arizona Public School District ("<u>Consenting Party</u>") (each, a "<u>Party</u>," and collectively, the "<u>Parties</u>").

WHEREAS, Assignor and Consenting Party are parties to that certain Solar Services Agreement dated as of November 5, 2012 (the "Services Agreement") relating to several schools (e.g., Peoria High School, Santa Fe Elementary School, Desert Harbor Elementary School, Cheyenne Elementary School, Coyote Hills Elementary School, and Zuni Elementary School) each of which is located in Peoria, in the County of Maricopa, Arizona (the "Sites") (unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Services Agreement);

WHEREAS, Assignor desires to fully assign and delegate to Assignee all of its rights, title, benefit, privileges, interest, liabilities and obligations in, to and under the Services Agreement to Assignee, and Assignee desires to accept such assignment and delegation and assume all such rights, title, benefit, privileges, interest, liabilities and obligations, in accordance with the terms and conditions hereinafter set forth;

WHEREAS, the Assignee and Consenting Party desire and agree to make certain modifications to the Services Agreement in conjunction with the Assignment; and

WHEREAS, Consenting Party desires to consent to this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

- 1. <u>Modification of Services Agreement</u>. The Services Agreement is amended as follows:
- a. In Section 3(c)(iii), delete "\$0.085 per kilowatt-hour" and replace with "the price per kilowatt-hour specified in Exhibit 1"
- b. In Section 4(a), add the following: "If this Agreement is terminated by Purchaser due to its inability to appropriate or otherwise make available funds adequate to fund its obligations under this Agreement in any fiscal year, then Purchaser agrees to enter into a separate License agreement, and sign a new memorandum of License and file it with the local Arizona land records office, whereby Purchaser would continue to grant to Seller the same License and access rights to the Premises as set forth in Section 10 herein so that Seller can continue to operate all of the Systems at the several sites and schools set forth herein for the remaining period of time that would have been the entire Term of this Agreement absent such termination (i.e., twenty (20) years after the Commercial Operation Date) and Seller would sell the Electricity produced by the System to the utility through the electric grid."
- c. In Section 5(d), add the following: "For the avoidance of doubt, Taxes includes Transaction Privilege Taxes. Upon request of Provider, Customer will provide a copy of any exemption certificate or similar documentation to support any applicable tax exemption."
- d. In Section 7(a), add the following: "Purchaser shall not act or fail to act in any manner that would result in an event of default under the REC Agreements."
- e. In Section 10(a), add "Notwithstanding the foregoing, during the period of time of construction and installation of the System, Seller or its subcontractors will coordinate with Purchaser's facilities staff regarding the periods of time needed for access to the premises."
 - f. In Section 10, add the following sections:

- "(m) <u>Financial Information</u>. If requested by Seller, Purchaser shall deliver sometime following the end of each fiscal year, a copy of Purchaser's annual report containing audited financial statements with footnotes for such fiscal year. Financial statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles consistently applied; provided, however, that if any such financial statements are not available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Purchaser diligently pursues the preparation, certification and delivery of the statements
- g. "(n) <u>Communications Line</u>. Purchaser shall provide a communication line and shall be responsible for obtaining, at Seller's expense, the ongoing communication service necessary for the operation of the Supervisory Control and Data Acquisition System, provided that Seller shall be responsible for the installation of the Supervisory Control and Data Acquisition System (including the establishment of communications connectivity) at Seller's expense."
- h. In Section 15(a)(1), after "State of Arizona" add "or other jurisdiction" and at the end of the subsection add "Seller is qualified to do business and in good standing in the State of Arizona."
 - i. In Section 17(a), after "Environmental Attributes" add "and Environmental Incentives".
- j. In Section 18(d)(i), add "Notwithstanding the foregoing, in no event will the Termination Payment be considered an indirect or consequential damage."
 - k. In Section 19(a), add "Seller shall not be liable for any damage to the System."
 - 1. In Section 20(a), after "the statutory definition" add "in A.R.S. § 15-213.01 and § 15-213.03".
 - m. In Section 23(c) "Notices", delete Seller's notice party information and replace as follows:

If to Seller: Constellation Solar Arizona, LLC

100 Constellation Way, Suite 1000C

Baltimore, MD 21202 Attention: President

with a copy to: Constellation Solar Arizona, LLC

100 Constellation Way, Suite 1000C

Baltimore, MD 21202

Attention: Assistant General Counsel, Solar

- n. Exhibit 1 "Contract Price" shall be deleted and replaced with the attached Exhibit 1 which amends only the Seller's name, anticipated commercial operation date, and annual estimated productivity and contract billing in columns A and C.
- o. Exhibit 2 "System Description; Scope of Work; Delivery Point" shall be deleted and replaced with the attached Exhibit 2.
- p. Exhibit 3 "Form of Memorandum of License" shall be deleted and replaced with the attached Exhibit 3.
- q. Exhibit 3(a) "Legal Description of Premises" shall be deleted and replaced with the attached Exhibit 3(a).
- 2. <u>Assignment of Services Agreement</u>. Assignor does hereby finally and irrevocably grant, assign, transfer, set over, convey and deliver to Assignee (i) all of Assignor's right, title and interest under the Services Agreement, as modified pursuant to Section 1 above; and (ii) the right to enforce, whether at law or in equity or by any other means, all provisions of the Service Agreements, as modified pursuant to Section 1 above.

- 3. <u>Acceptance of Assignment and Assumption of Obligations and Liabilities</u>. Assignee hereby accepts the transfers and assignments set forth in Section 2 and assumes the obligations of Assignor under the Services Agreement, as modified pursuant to Section 1 above, arising or occurring on or after the Effective Date.
- 4. <u>Consent to Assignment</u>. Consenting Party hereby consents to the transfers and assignments to Assignee set forth in Section 2 and hereby releases Assignor from any and all liability under the Services Agreement which arise on and after the Effective Date.
- 5. Real Estate Encumbrances and Required Third Party Consents. Notwithstanding anything to the contrary set forth in this Assignment or in the Services Agreement, the Parties agree that within sixty (60) days of the Effective Date if Assignee determines in its reasonable discretion, after performing reasonable real estate and title due diligence review of the Consenting Party's premises and sites that are the subject of the Services Agreement, that there are any easements and similar encumbrances affecting such premises and sites that may affect Assignee's ability to perform its obligations under the Services Agreement, and notwithstanding its reasonable efforts Assignee is unable to obtain reasonably acceptable consents from such third party holders of such easements and similar encumbrances, then Assignee may terminate this Assignment and the Services Agreement by written notice to Assignor and Consenting Party, and in such event this Assignment and the Services Agreement shall immediately terminate and be void and of no force or effect, and no Party shall have any further rights or obligations hereunder.
- 6. Other Agreements. Assignor, Assignee, and Consenting Party agree to fully cooperate and promptly execute any and all other agreements and documents related to the assignment and assumption of the Services Agreement herein, including but not limited to obtaining Assignee's consent prior to entering into any interconnection agreements and estoppels certificates with Arizona Public Service Company ("APS").
- 7. <u>Benefits</u>. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Nothing express or implied in this Assignment is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.
- 8. Renewable Energy Credit Purchase Agreements. The Parties acknowledge and agree that Assignor has no right to receive payments under any and all Credit Purchase Agreements between Assignor and APS relating to subject matter of the Services Agreement and the solar photovoltaic systems at the Sites on and after the Effective Date, including pursuant to the Estoppel Certificate executed by APS and acknowledged by Assignor and Assignee on or about the Effective Date hereof.
- 9. <u>Captions</u>. The captions of this Assignment are made for convenience only and shall not control or affect the meaning or construction of any provision of this Assignment.
- 10. <u>Counterparts</u>. This Assignment may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 11. <u>Governing Law</u>. This Assignment shall be interpreted, and the rights and liabilities of the parties hereto shall for all purposes be governed by and construed and enforced in accordance with, the laws of the State of Arizona applicable to agreements executed, delivered and performed within said state.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment under proper authority as of the date first above written.

KENNEDY	PARTNERS, LLC
By: Name: Title:	
CONSTELI	ATION SOLAR ARIZONA, LLC
By: Name: Title:	
	NIFIED SCHOOL DISTRICT Public School District)
By: Name:	
Title:	

Exhibit 1 **Contract Price**

Peoria Unified School District Purchaser: Seller: Constellation Solar Arizona, LLC

Starting Price: \$0.0771/kWh

Escalation Factor: 3% Applied annually at the anniversary of the

Commercial Operation Date

Term: 20 Years

Anticipated Commercial Operation Date:

September 30, 2013

Estimated System Annual

Degradation Rate: 0.5%

Contract Price:

		A	В	C
Price Escalation	Contract Year	Estimated Productivity (kWh)	Contract Price (\$/kWh)	Estimated Contract Billing (\$)
3.00%				A x B
100.00%	1	5,241,470	\$0.077100	\$404,117
103.00%	2	5,215,263	\$0.079413	\$414,160
106.09%	3	5,189,186	\$0.081795	\$424,452
109.27%	4	5,163,240	\$0.084249	\$434,999
112.55%	5	5,137,424	\$0.086777	\$445,809
115.93%	6	5,111,737	\$0.089380	\$456,887
119.41%	7	5,086,178	\$0.092061	\$468,241
122.99%	8	5,060,748	\$0.094823	\$479,877
126.68%	9	5,035,444	\$0.097668	\$491,802
130.48%	10	5,010,267	\$0.100598	\$504,023
134.39%	11	4,985,215	\$0.103616	\$516,548
138.42%	12	4,960,289	\$0.106724	\$529,384
142.58%	13	4,935,488	\$0.109926	\$542,539
146.85%	14	4,910,810	\$0.113224	\$556,021
151.26%	15	4,886,256	\$0.1166221	\$569,838
155.80%	16	4,861,825	\$0.120119	\$583,999
160.47%	17	4,837,516	\$0.123723	\$598,511
165.28%	18	4,813,328	\$0.127435	\$613,384
170.24%	19	4,789,262	\$0.131258	\$628,627
175.35%	20	4,765,315	\$0.135195	\$644,248

Exhibit 2 System Description and Scope of Work

The System Configuration on the site and layout of the structures is attached to this Exhibit.

- Project Site Plan
- Equipment Locations
- Meter Location
- License Area

Additional Considerations of this proposal:

- All existing site features that are affected by the installation of the proposed System are to be protected, repaired, replaced or terminated.
- All parking and drive areas affected by the installation of the proposed System are to be patched, coated and restriped.
- All concrete walkways and/or curbing affected by the installation of the proposed System are to be replaced.
- Existing site lighting found to be in conflict with the proposed System is to be removed and terminated at the power source.
- Any and all live landscaping materials that are removed or terminated as a result of the installation of the proposed system are to be replaced or substituted in another location on the Purchaser's property.

Project Design Documents will include:

- Equipment details and description
- Layout of installation, layout of equipment
- Selection of key equipment
- Specifications for equipment procurement and installation
- All engineering associated with structural and mounting details for the site
- Datasheets and Installation manuals of equipment components and subsystems
- Integration of solar PV System with other power sources
- Conformance to electrical grid interconnection requirements for net metering, grid tied
- Controls, monitoring and instrumentation

System Sizing:

The Proposed design is based on information gathered from the following resources:

- Photovoltaic Array and Inverter Manufacturers' Production Specifications
- National Renewable Energy Laboratory for PV Watts Power Rating

The table below is used to formulate the size of Photovoltaic Energy Generating System for the **Peoria Unified School District**. The combined photovoltaic System is approximately **2,990 kW DC STC** in peak output size. That output rating will be the basis of design for the System inverters and transformers required to feed the power onto the electric utility grid.

Peoria High School (5 Meters)

Approximate System Array Size – kW DC Phoenix, Arizona – Estimated Solar Insolation – kWh/kWp

Estimated Annual Productivity – kWh	1,567,182	DC kW x Insolation
Estimated System Array Area - Square Feet	66,058	System Array Size
Santa Fe Elementary		
Approximate System Array Size – kW DC	365	
Phoenix, Arizona – Estimated Solar Insolation – kWh/kWp	1,753	NREL/PV Watts
Estimated Annual Productivity – kWh	639,845	DC kW x Insolation
Estimated System Array Area - Square Feet	26,964	System Array Size
Desert Harbor Elementary		
Approximate System Array Size – kW DC	378	
Phoenix, Arizona – Estimated Solar Insolation – kWh/kWp	1,753	NREL/PV Watts
Estimated Annual Productivity – kWh	662,634	DC kW x Insolation
Estimated System Array Area - Square Feet	27,968	System Array Size
Cheyenne Elementary		
Approximate System Array Size – kW DC	464	
Phoenix, Arizona – Estimated Solar Insolation – kWh/kWp	1,753	NREL/PV Watts
Estimated Annual Productivity – kWh	813,392	DC kW x Insolation
Estimated System Array Area - Square Feet	34,327	System Array Size
Coyote Hills Elementary		
Approximate System Array Size – kW DC	438	
Phoenix, Arizona – Estimated Solar Insolation – kWh/kWp	1,753	NREL/PV Watts
Estimated Annual Productivity – kWh	767,814	DC kW x Insolation
Estimated System Array Area - Square Feet	32,414	System Array Size
Zuni Elementary		
Approximate System Array Size – kW DC	451	
Phoenix, Arizona – Estimated Solar Insolation – kWh/kWp	1,753	NREL/PV Watts
Estimated Annual Productivity – kWh	790,603	DC kW x Insolation
Estimated System Array Area - Square Feet	33,348	System Array Size

Summary:

Approximate System Array Size – kW DC 2,990 kW

Estimated Annual Productivity – kWh 5,241,470 kWh

Estimated System Array Area – Square Feet 221,079 SF

The following table illustrates the long-term effect of a manufacturers' published panel degradation rate. The selected product is a crystalline Silicon solar PV module, which is the basis of design for the proposed System.

 System Age/Year	0-1	5	10	15	20
Production Efficiency	100.00%	98.01%	95.59%	93.227%	90.92%
Annual Degradation Rate	0.50%				

The Seller will secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to the Purchaser.

The Seller will complete and submit in a timely manner all documentation required to qualify each System for available rebates and incentives.

The Seller will supply and install all equipment required to interconnect the solar PV Systems to the Purchaser's distribution system. Seller will fulfill all application, study, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the Seller.

The Seller will provide a turnkey data acquisition and display system that allows the Purchaser to monitor, analyze and display historical and live, solar electricity generation data for each installed site. The System will allow the Purchaser to track progress toward the renewable goal for each System as well as monitor performance against the projected solar production on a site-by-site basis. The regularly collected data should reflect, but not be limited to, the following:

- System performance
- System availability
- Average and accumulated output
- Production performance

Delivery Points: the delivery points are as follows

- a) New solar revenue-grade meter installed at or near and tying into Auditorium Switchgear SES at Peoria High School at 11200 N. 83rd Ave, Peoria AZ 85345;
- b) New solar revenue-grade meter installed at or near and tying into Gymnasium Switchgear SES at Peoria High School at 11200 N. 83rd Ave, Peoria AZ 85345;
- c) New solar revenue-grade meter installed at or near and tying into Cafeteria Switchgear SES at Peoria High School at 11200 N. 83rd Ave, Peoria AZ 85345;
- d) New solar revenue-grade meter installed at or near and tying into High School Switchgear SES at Peoria High School at 11200 N. 83rd Ave, Peoria AZ 85345;
- e) New solar revenue-grade meter installed at or near and tying into Media Switchgear SES at Peoria High School at 11200 N. 83rd Ave, Peoria AZ 85345;
- f) New solar revenue-grade meter installed at or near and tying into Switchgear SES at Santa Fe Elementary School at 9980 N. 77th Ave, Peoria, AZ 85345;
- g) New solar revenue-grade meter installed at or near and tying into Switchgear SES at Desert Harbor Elementary School at 15585 N. 91st Ave, AZ 85382;
- h) New solar revenue-grade meter installed at or near and tying into Switchgear SES at Cheyenne Elementary School at 11806 N. 87th Ave, Peoria, AZ 85345;
- i) New solar revenue-grade meter installed at or near and tying into Switchgear SES at Coyote Hills Elementary School at 21180 N. 87th Ave, Peoria, AZ 85382; and
- j) New solar revenue-grade meter installed at or near and tying into Switchgear SES at Zuni Elementary School at 10851 W. Williams Rd, Sun City, AZ 85373.

Exhibit 3 Form of Memorandum of License

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
)
Constellation Solar Arizona, LLC)
100 Constellation Way, Suite 1000C)
Baltimore, MD 21202)
Attn: Asst. General Counsel, Solar)

(space above this line reserved for recorder's use)

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE is made and entered into the	_day of _	, 2013 by and
between Peoria Unified School District ("Licensor") and Constellati	on Solar	· Arizona, LLC ("Licensee")

- A. Licensor is the owner of certain real property ("**Premises**"), located in the County of Maricopa, State of Arizona, described in **Exhibit A** attached to and incorporated herein by reference.
- B. Licensor and Kennedy Partners, LLC entered into a Solar Services Agreement dated as of November 5, 2012 (the "Agreement") under which Kennedy Partners, LLC agreed to finance, design, develop, and operate a photovoltaic electric generating system ("System") for Licensor on the Premises. Concurrently herewith, Kennedy Partners, LLC, has assigned the Agreement to Licensee, and Licensor has approved the assignment.
- C. Licensor and Licensee have executed and acknowledged this Memorandum of License and are recording the same for the purpose of providing constructive notice of the Agreement and Licensee's rights there under. Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Agreement.
- NOW, THEREFORE, for and in consideration of the promises, covenants and agreements of Licensor and Licensee contained in the Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:
- 1. Licensor hereby grants to Licensee an irrevocable, non-exclusive license running with the Premises (the "License") for access to, on, over, under and across the Premises, subject to the terms and limitations of the Agreement, and as more particularly described in the Agreement and Section 10(g) thereof and in Exhibit A (the "License Area") for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (b) performing all of Licensee's obligations and enforcing all of Licensee's rights as set forth in the Agreement; and (c) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to Licensor's electric system at the Premises and/or to the Utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System.
- 2. The term of the License shall expire on the date that is ninety (90) days after the expiration of the Agreement.
- 3. The System shall at all times remain the personal property of Licensee and shall not be deemed to be a part of, or fixture to, the Premises. Licensor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law in the System, or in any profits or income derived therefrom).
- 4. Licensor shall not make any alterations or repairs to the System or the Premises that may adversely affect the operation and maintenance of the System. Licensor shall not make any alterations or repairs to the System, except that if License reasonably determines that the System requires an emergency repair, Licensor shall notify Licensee by telephone or electronic mail, and Licensee shall be responsible for such alteration or repair.

- 5. Licensor understands that unobstructed access to sunlight ("Insolation") for the System is essential to Licensee's performance of its obligations and that such Insolation is a material term and condition of the Agreement. Licensor shall not in any way cause and, where it has the power to prevent it, shall not in any way permit any interference with the System's Insolation by Licensor or a third party. If Licensor becomes aware of any activity by a third party that could diminish the Insolation of the System, Licensor shall notify Licensee immediately and shall cooperate with Licensee in preserving the System's existing Insolation levels.
- 6. The Agreement is for the additional purposes, is of the nature, and is subject to the requirements and limitations, set forth therein. The Agreement also contains various other covenants, obligations and rights of the parties, including, without limitation, provisions relating to payments, repairs and maintenance, ownership of tax credits, notices, outages, relocation and removal of the System, assignment and financing protections.
- 7. The Premises shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Agreement, License, and herein, which shall run with the Premises and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the parties and any other person or entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.
- 8. The terms, conditions and covenants of the Agreement and the License are incorporated herein by reference as though fully set forth herein. This Memorandum of License shall not be deemed to modify, alter or amend in any way the provisions of the License or the Agreement. In the event of a conflict between the terms of the License and the Agreement and this Memorandum, the terms of the Agreement shall control.
- 9. This Memorandum of License may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

Signature of Notary Public

LICENSEE:		
Constellation Solar Ari	izona, LLC	
Ву:		
Name:		
Title:		
STATE OF)) ss.	
COUNTY OF) ss.)	
On	, 2013, before me, who pi	, Notary Public, personally appeared oved to me on the basis of satisfactory evidence to be the
person whose name is su in his/her authorized cap	abscribed to the within instrur	nent and acknowledged to me that he/she executed the same ature on the instrument the person, or the entity upon behalf
I certify under I	PENALTY OF PERJURY tha	the foregoing paragraph is true and correct.
WITNESS my hand and	official seal.	
Signature of Notary Pub.	lic .	
Digitature of Hotary 1 ao.	110	

Exhibit A

To the Memorandum of License

Legal Description of the Premises

- Peoria High School 11200 N. 83rd Avenue Peoria, AZ 85345
- Santa Fe Elementary School 9980 N. 77th Avenue Peoria, AZ 85345
- Desert Harbor Elementary School 15585 N. 91st Avenue Peoria, AZ 85382
- Cheyenne Elementary School 11806 N. 87th Avenue Peoria, AZ 85345
- Coyote Hills Elementary School 21180 N. 87th Avenue Peoria, AZ 85382
- Zuni Elementary School 10851 W. Williams Road Sun City, AZ 85373

Exhibit 3(a) Legal Description of Premises

- Peoria High School 11200 N. 83rd Avenue Peoria, AZ 85345
- Santa Fe Elementary School 9980 N. 77th Avenue Peoria, AZ 85345
- Desert Harbor Elementary School 15585 N. 91st Avenue Peoria, AZ 85382
- Cheyenne Elementary School 11806 N. 87th Avenue Peoria, AZ 85345
- Coyote Hills Elementary School 21180 N. 87th Avenue Peoria, AZ 85382
- Zuni Elementary School 10851 W. Williams Road Sun City, AZ 85373

Peoria High School

PARCEL NO. 1:

THAT PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP THREE (3) NORTH, RANGE ONE (1) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, INCLUDING CERTAIN LOTS, STREETS AND ALLEYS SITUATED IN PEORIA HEIGHTS, ACCORDING TO THE PLAT OF PEORIA HEIGHTS OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 10 OF MAPS, AT PAGE 9 THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT THIRTEEN (13), BLOCK SIX (6) PEORIA HEIGHTS, SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF HIGH SCHOOL STREET;

THENCE SOUTH ASSUMED BEARING ALONG THE EAST LINE OR LOTS THIRTEEN (13) AND THIRTY-ONE (31), OF BLOCK SIX (6), AND THE EAST LINE OF LOTS THIRTEEN (13) AND SEVENTEEN (17), BLOCK FIVE (5), PEORIA HEIGHTS, 640.00 FEET TO THE SOUTHEAST CORNER OF LOT SEVENTEEN (17) BLOCK FIVE (5), PEORIA HEIGHTS;

THENCE SOUTH 89 DEGREES 53 MINUTES WEST ALONG THE SOUTH LINE OF LOT SEVENTEEN (17), BLOCK FIVE (5), PEORIA HEIGHTS, 19.23 FEET TO THE SOUTHWEST CORNER OF SAID LOT SEVENTEEN (17);

THENCE NORTH 86 DEGREES 6 MINUTES WEST ACROSS TAFT STREET A DISTANCE OF 90.41 FEET TO THE MOST EASTERLY CORNER OF LOT SEVENTEEN (17), BLOCK FOUR (4) PEORIA HEIGHTS;

THENCE SOUTH 45 DEGREES 29 MINUTES WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT SEVENTEEN (17), 100.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT SEVENTEEN (17);

THENCE NORTH 44 DEGREES 31 MINUTES WEST ALONG THE SOUTHWESTERLY LINE OF BLOCK FOUR (4), PEORIA HEIGHTS, (IDENTICAL WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE A. T. & S. F. RAILROAD) A DISTANCE OF 264.61 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES WEST 514.00 FEET TO A POINT ON THE NORTH LINE OF BLOCK SIX (6), PEORIA HEIGHTS;

THENCE NORTH 89 DEGREES 53 MINUTES EAST ALONG THE NORTH LINE OF BLOCK SIX (6) AND ALONG THE SOUTH LINE OF HIGH SCHOOL STREET A DISTANCE OF 368.44 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED LANDS LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF HARDING STREET AS EXTENDED AND AS PLATTED IN SAID PEORIA HEIGHTS SUBDIVISION.

PARCEL NO. 2:

ALL OF BLOCKS 1, 2, 3 AND 7, PEORIA HEIGHTS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY ARIZONA, RECORDED IN BOOK 10 OF MAPS, PAGE 09.

PARCEL NO. 3:

LOTS 1 THROUGH 16, INCLUSIVE, OF BLOCK 4, PEORIA HEIGHTS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY ARIZONA, RECORDED IN BOOK 10 OF MAPS, PAGE 09.

PARCEL NO. 4:

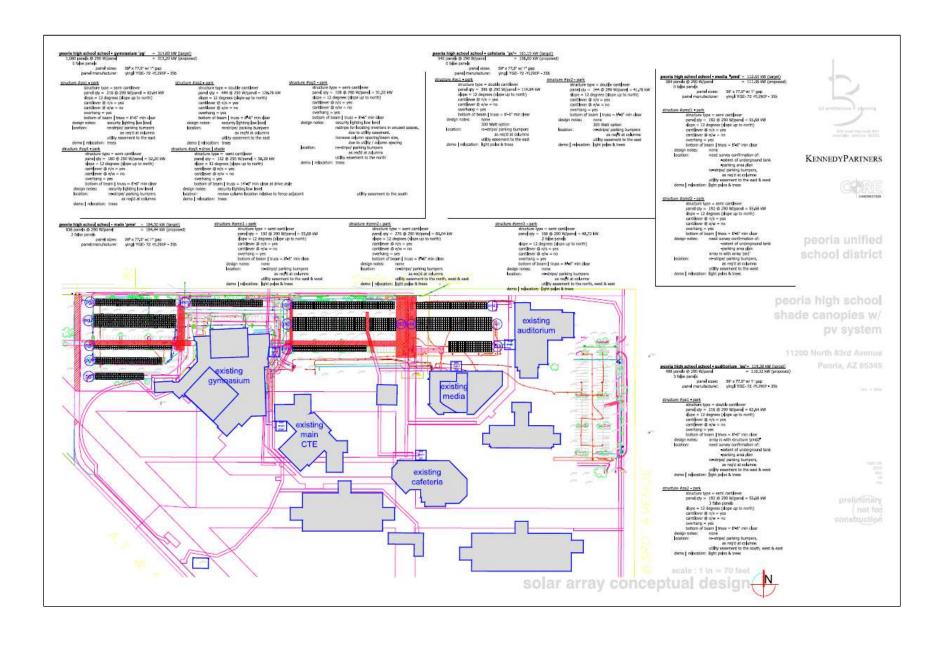
LOTS 1 THROUGH 12, INCLUSIVE AND LOTS 18 THROUGH 29, INCLUSIVE, OF BLOCK 5, PEORIA HEIGHTS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY ARIZONA, RECORDED IN BOOK 10 OF MAPS, PAGE 09.

PARCEL NO. 5:

LOTS 1 THROUGH 12, INCLUSIVE AND LOTS 32 THROUGH 43, INCLUSIVE, OF BLOCK 6, PEORIA HEIGHTS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY ARIZONA, RECORDED IN BOOK 10 OF MAPS, PAGE 09.

PARCEL NO. 6:

THOSE CERTAIN PORTIONS OF ABANDONED STREETS AND ALLEYS LYING WITHIN PEORIA HEIGHTS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY ARIZONA, RECORDED IN BOOK 10 OF MAPS, PAGE 09 ABUTTING PARCELS 2 THROUGH 5 ABOVE THAT ARE SET FORTH IN VACATION OF DEDICATION RECORDED IN BOOK 34 OF MISCELLANEOUS, PAGE 446 AND IN RESOLUTION RECORDED IN DOCKET 4249, PAGE 338.



• Santa Fe Elementary School

TRACT A, SUNSET VIEW AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY ARIZONA, RECORDED IN BOOK 344 OF MAPS, PAGE 02;

EXCEPT THAT PART OF TRACT A DEDICATED IN 92-411422 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

FROM THE S.E. CORNER OF THE SAID SUNSET VIEW AMENDED THIS POINT BEING THE CENTERLINE INTERSECTION OF 77TH AVENUE AND MOUNTAIN VIEW ROAD BOTH OF WHICH ARE PUBLIC STREETS AS SHOWN AND DELINEATED ON THE SAID SUNSET VIEW AMENDED;

THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF THE SAID SUNSET VIEW AMENDED AND THE CENTERLINE OF THE SAID 77TH AVENUE A DISTANCE OF 289.65 FEET;

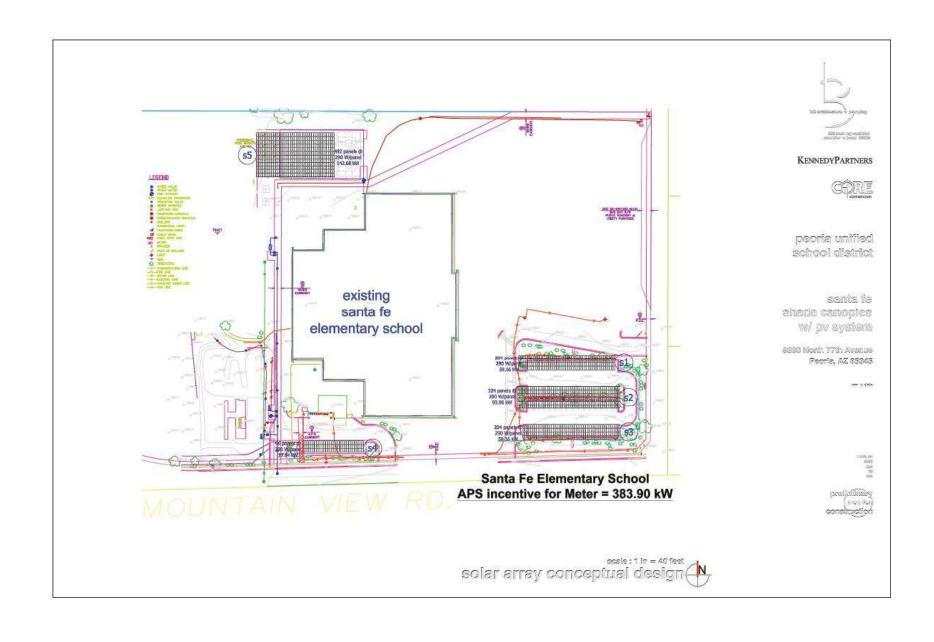
THENCE NORTH 89 DEGREES 52 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE SAID EAST LINE A DISTANCE OF 30. 00 FEET TO THE POINT OF BEGINNING THIS POINT BEING ON THE EAST LINE OF THE SAID TRACT "A";

THENCE NORTH 21 DEGREES 40 MINUTES 05 SECONDS WEST, 45.77 FEET TO A POINT 47.00 FEET WESTERLY FROM THE SAID EAST LINE OF SUNSET VIEW AMENDED;

THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, PARALLEL TO THE SAID EAST LINE A DISTANCE OF 247.73 FEET;

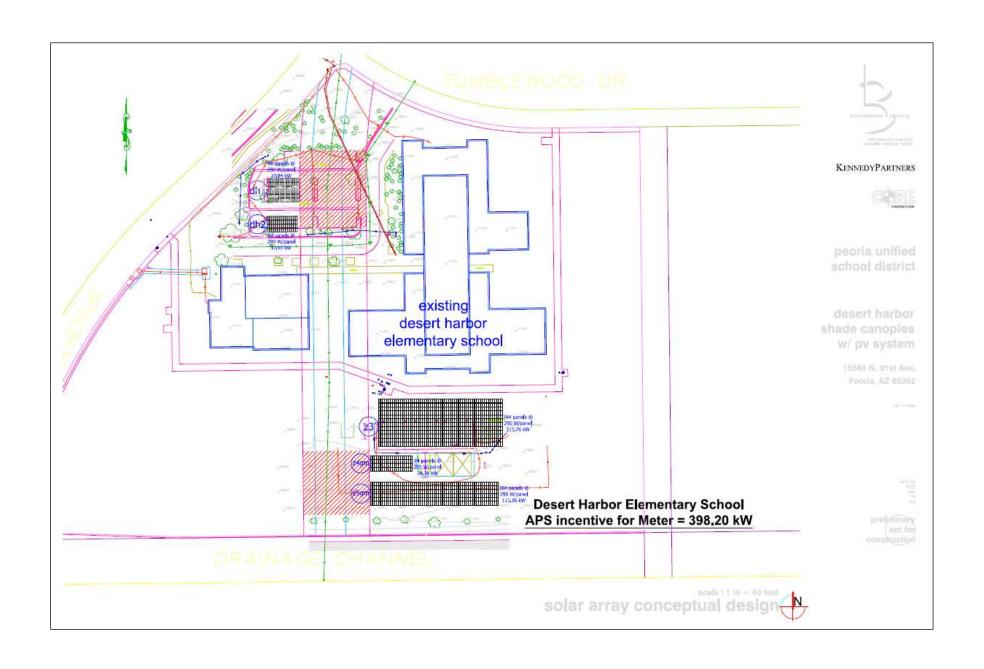
THENCE NORTH 21 DEGREES 56 MINUTES 05 SECONDS EAST, 45.77 FEET TO A POINT ON THE EAST LINE OF THE SAID TRACT "A";

THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SAID TRACT "A" A DISTANCE OF 332,73 FEET TO THE POINT OF BEGINNING.



• Desert Harbor Elementary School

Lot 1, Desert Harbor Elementary School, according to the plat of record in the office of the county recorder of Maricopa County Arizona recorded in Book 401 of Maps, Page 35.



• Cheyenne Elementary School

A PORTION OF BLOCKS NINE (9), TWELVE (12) AND THIRTEEN (13), PEORIA HEIGHTS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 10 OF MAPS, PAGE 9, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

THENCE SOUTH 00 DEGREES 08 MINUTES 48 SECONDS WEST ALONG THE MONUMENT LINE OF 87TH AVENUE, ACCORDING TO THE PLAT OF BRIDLEWOOD, RECORDED IN BOOK 383 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS, A DISTANCE OF 1030.32 FEET TO A POINT SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 08 MINUTES 48 SECONDS WEST ALONG SAID MONUMENT LINE OF 87TH AVENUE AND ITS EXTENSION THEREOF A DISTANCE OF 1170.65 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE A. T. & S. F. RAILROAD,

THENCE NORTH 44 DEGREES 15 MINUTES 42 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 597.55 FEET TO A POINT OF TANGENCY OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1195.92 FEET,

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26 DEGREES 06 MINUTES 09 SECONDS FOR AN ARC DISTANCE OF 544.83 FEET TO A POINT OF TANGENCY;

THENCE NORTH 70 DEGREES 21 MINUTES 51 SECONDS WEST A DISTANCE OF 50.05 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 48 SECONDS EAST A DISTANCE OF 436.55 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST A DISTANCE OF 920.66 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH OUARTER CORNER OF SAID SECTION 22:

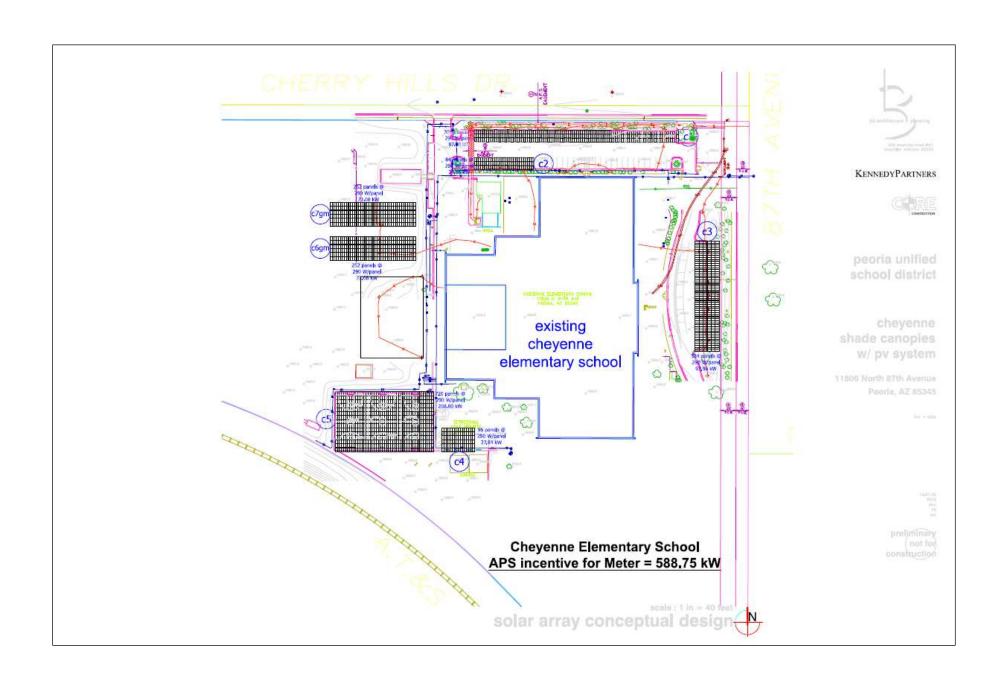
THENCE SOUTH 00 DEGREES 08 MINUTES 48 SECONDS WEST ALONG THE MONUMENT LINE OF 87TH AVENUE, AS SHOWN ON THE PLAT OF BRIDLEWOOD, A SUBDIVISION RECORDED IN BOOK 383 OF MAPS, PAGE 46, RECORDS OF MARICOPA COUNTY, A DISTANCE OF 1005.32 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 08 MINUTES 48 SECONDS WEST ALONG SAID MONUMENT LINE, A DISTANCE OF 25.00 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 12 SECONDS WEST, DEPARTING SAID MONUMENT LINE, A DISTANCE OF 871.89 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 48 SECONDS EAST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST A DISTANCE OF 871.89 FEET TO THE TRUE POINT OF BEGINNING.



• Coyote Hills Elementary School

THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 22; THENCE NORTH 89 DEGREES 32 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER SECTION 22, A DISTANCE OF 808.34 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 49 SECONDS WEST, PARALLEL TO THE EAST LINE OF THE SAID NORTHWEST QUARTER SECTION 22, A DISTANCE OF 808.34 FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 40 SECONDS EAST, PARALLEL TO THE SOUTH LINE, A DISTANCE OF 808.34 FEET TO A POINT ON THE SAID EAST LINE;

THENCE SOUTH 00 DEGREES 10 MINUTES 49 SECONDS EAST, ALONG THE SAID EAST LINE, A 11STANCE OF 808.34 FEET TO THE POINT OF BEGINNING:

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 22;

THENCE NORTH 89 DEGREES 32 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 40.00 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 49 SECONDS WEST, PARALLEL TO AND 40.00 FEET WESTERLY OF THE EAST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 758.34 FEET:

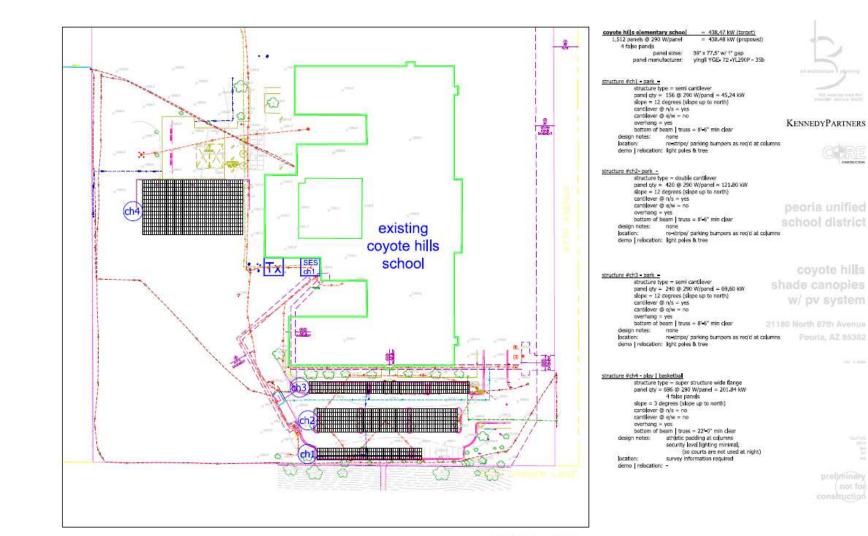
THENCE NORTH 44 DEGREES 51 MINUTES 45 SECONDS WEST, A DISTANCE OF 28.44 FEET;

THENCE NORTH 89 DEGREES 32 MINUTES 40 SECONDS WEST, PARALLEL TO THE SAID SOUTH LINE, A DISTANCE OF 748.34 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 49 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 40 SECONDS EAST, PARALLEL TO THE SAID SOUTH LINE, A DISTANCE OF 808.34 FEET TO A POINT ON THE SAID EAST LINE;

THENCE SOUTH 00 DEGREES 10 MINUTES 49 SECONDS EAST, ALONG THE SAID EAST LINE, A DISTANCE OF 808.34 FEET TO THE POINT OF BEGINNING.



acalo: 1 in = 40 feet

• Zuni Elementary School

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION EIGHTEEN (18), TOWNSHIP FOUR (4) NORTH, RANGE ONE (1) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, USING FOR A BASIS OF BEARING THE EAST LINE OF SAID SOUTHEAST QUARTER, HAVING A BEARING OF NORTH 00 DEGREES 27 MINUTES 18 SECONDS EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18;

THENCE SOUTH 89 DEGREES 01 MINUTES 27 SECONDS WEST, ALONG THE EAST WEST MID-SECTION LINE OF SAID SECTION 18, A DISTANCE OF 724.88 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 12 MINUTES 25 SECONDS WEST 1074.90 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 27 SECONDS WEST 628.47 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE NORTH 00 DEGREES 12 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE 1074.90 FEET TO A POINT ON THE SAID EAST WEST MID-SECTION LINE;

THENCE NORTH 89 DEGREES 01 MINUTES 27 SECONDS EAST, ALONG SAID EAST WEST MID-SECTION LINE 628.47 FEET TO THE POINT OF BEGINNING.

