RULE 80(A) AGREEMENT

THIS RULE 80(a) AGREEMENT ("Agreement") is made and entered into as of the Effective Date set forth below, by and between Pinal County (the "County"), on the one hand, and The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("Church") on the other hand. The County and Church may each be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Church is the owner of certain property in Pima County, as more fully described in "Exhibit A" to this Agreement (the "Subject Property"), the description of which is as if fully set forth herein.

B. The County is a governmental body authorized to acquire property via the power of eminent domain, including outside of its territorial boundaries for the use or operation of an airport.

C. The County operates Pinal Airpark (the "Airpark"), which is subject to regulation by the Federal Aviation Administration ("FAA").

D. As part of its regulatory authority, the FAA has required that the Airpark be expanded to include additional property to act as a runway protection zone.

E. The County has determined the Subject Property to be necessary for the runway protection zone required by the FAA, and passed a resolution to acquire the Subject Property through purchase or eminent domain.

F. To eliminate the possible need for litigation to resolve procedural and jurisdictional matters and to enhance the likelihood of a more expeditious and less expensive resolution, the Parties wish to confirm their agreements with respect to certain matters.

COVENANTS

NOW, THEREFORE, the Parties agree as follows:

1. **Representations, Recitals, and Exhibits.** The Representations and Recitals above, as well as the attached Exhibits, are incorporated by this reference and form a part of these Covenants.

2. **County's Authority to Condemn.** The Church stipulates and agrees that the County has the power to condemn property outside of its geographic boundaries for the use or operation of an airport. The Church stipulates that it will not challenge the County's use of the power of eminent domain in connection with the County's acquisition of the Subject Property.

3. **A.R.S. § 12-1116.** The Parties agree that the County has complied with the written offer requirement of A.R.S. § 12-1116(A). Further, to expedite the process and allow the County to

initiate the condemnation lawsuit expeditiously, the Church agrees to waive the requirements of A.R.S. § 12-1116(A) that require the condemning authority to leave the offer open for 20 days prior to commencing litigation, and agrees to not urge non-compliance with that statute as a defense to any litigation.

4. **Venue.** The Parties agree that the proper venue for any condemnation lawsuit wherein the County seeks to acquire the Subject Property shall be the Superior Court in and for the County of Pima.

5. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective predecessors, successors, heirs, administrators, agents, representatives and assigns.

6. **Attorneys' Fees.** Should any litigation or any other proceedings be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of the Parties in connection herewith, the prevailing party or parties in any such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to payment of all of their costs, expenses and reasonable attorneys' fees, including those of expert witnesses, incurred in connection therewith.

7. **Entire Agreement.** The Parties understand and agree that this document contains the entire agreement between the Parties with regard to the matters addressed herein and that no statements, promises or inducements made by either Party, its agents or representatives, that are not contained in this document shall be valid or binding. This document cannot be enlarged, modified, or altered except in a writing signed by the Parties.

8. **Construction.** This Agreement is the result of negotiations between the Parties and shall not be construed for or against the drafting Party but shall be construed according to its plain meaning.

9. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

PINAL COUNTY

By: _____

Its: _____

Date: _____

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, fka Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

By: _____

Its: Authorized Agent

Date: September 10, 2024