WHEN RECORDED, RETURN TO:

Matthew R. Berens, Esq.
Berens Blonstein PLC
7033 E. Greenway Pkwy, STE 210
Scottsdale, AZ 85254

WELL ACCESS AND MAINTENANCE EASEMENT

THIS WELL ACCESS AND MAINTENANCE EASEMENT (the "**Agreement**") is made as of this 1st day of April, 2025 by and between **PINAL COUNTY,** an Arizona political subdivision ("**Grantor**"), and **LANDSEA HOMES OF ARIZONA LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS

A. The term "**Plat**" shall mean that certain Final Plat for San Tan Gateway Unit 1B Parcel 34 recorded on July 9, 2024 in the Official Records of the Pinal County, Arizona Recorder (the "Recorder's Office") as Fee Number 2024-051509; the term "**Subdivision Property**" shall mean the real property which is subject to the Plat; the term "**Riata Drive**" shall mean a portion of the Subdivision Property which, pursuant to the Plat, has been dedicated to the public for roadway purposes as Riata Drive, including at the intersection of Roberts Road and Riata Drive; and the term "**Well**" shall mean that certain well registered with the Arizona Department of Water Resources ("**ADWR**") as Well Registration Number 55-603387.

B. The Well is located directly on and beneath East Roberts Road at the intersection of East Roberts Road and Riata Drive. When the Plat was recorded and Roberts Road and Riata Drive were dedicated to the Grantor, the Grantor and Grantee did not intend to cease the Well's operation or to transfer ownership of the Well to Grantor. To avoid issues of ownership and operation, the parties agree to now enter this Agreement. Attached hereto as Exhibit A is the area within Riata Drive which will be the Easement Area (further defined below).

C. As set forth on Page One of the Plat, Grantee is the Developer of the Property, and in furtherance of such capacity, has determined that it will be necessary to enclose the Well until such time as: (i) the Well has ceased operations; and (ii) the Well is ultimately abandoned (the "**Abandonment**") in accordance with Applicable Laws (as hereinbelow defined) as otherwise provided in this Agreement. The term "**Vault**" shall mean the structure which, within the Easement Area, will enclose the Well until Grantee, at Grantee's election, replaces the Well with a new well and determines the new well is satisfactory and Grantee submits an application with ADWR to abandon the Well as otherwise provided herein.

D. The term "**Easement Area**" shall mean the portion of East Roberts Road and Riata Drive as described on Exhibit A on and beneath which the Well is located (the "**Well Location**"), together with such portions of Roberts Road which are adjacent to the Well Location and are reasonably necessary from time to time in order that Grantee had ingress, egress and access to the Well in order to encapsulate the Well with the Vault and effect the Abandonment when permitted under Applicable Laws.

E. Grantor is willing to grant to Grantee a temporary easement in, on, under, over and across the Easement Area for purposes of ingress, egress, access and construction of the Vault on the terms and conditions contained in this Agreement.

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

AGREEMENT

1. **Incorporation of Recitals; Additional Definitions**. The Recitals set forth above are incorporated herein as if set forth herein verbatim. "**Applicable Laws**" shall mean the federal, state, county and local laws, charter provisions, codes, ordinances, rule and regulations which apply to the Project and the Well, including all rules and regulations of ADWR. "**Parties**" shall mean Grantor and Grantee. "**Project**" shall mean the enclosure and encapsulation of the Well within the Vault and the future Abandonment of the Well.

2. **Easement**. Grantor hereby declares, establishes and grants to and for the benefit of Grantee (and its contractors, assigns, subcontractors, suppliers, agents and representatives) a temporary easement (the "**Easement**") in, on, over, under, through and across the Easement Area for purposes of ingress, egress, and access for the construction and installation of the Vault, the operation of the Well and, when applicable, the Abandonment of the Well.

3. **Construction Activities/Maintenance**.

(a) Grantee shall conduct its construction and installation of the Vault, the operation of the Well and, when applicable, the Abandonment in accordance with Applicable Laws. During the term of this Agreement, Grantee shall at all times have access to, from and through the Easement Area and accordingly, Grantor and Grantee shall cooperate with each other in order that: (i) Grantor effects such rerouting of traffic on Roberts Road (and, if and when applicable, Riata Drive) as is necessary in order that Grantee have access to, from and through the Easement Area to effect the Project; and (ii) Grantor and Grantee shall cooperate with each other in order that any rerouting of traffic be accomplished during such periods of time as are reasonable and necessary in order that Grantee have access to the Easement Area during any such construction. During any construction of the Project, Grantee shall not permit trash and debris to accumulate on the Easement Area and periodically remove and place trash and debris in appropriate trash containers. All building materials shall be piled and stored in a neat and orderly manner on the Subdivision Property.

(b) Subject to Applicable Laws, Grantor and Grantee will reasonably cooperate in processing the approval or issuance of any permits or other approvals required or requested by Grantee in connection with the Project.

(c) Grantee will indemnify, defend and hold harmless Grantor and its officers, directors and employees (collectively, the "**Indemnified Parties**") for, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements (collectively, "**Claims**"), suffered or incurred by the Indemnified Parties arising out of or in connection with Grantee or its contractors' activities within the Easement Area, including, without limitation: (i) any bodily injury, death or property damage caused by the acts or omissions of Grantee or its agents, contractors, subcontractors, suppliers, or employees, or (ii) any mechanics' or materialmen's liens against the Easement Area relating to the construction activities undertaken by Grantee pursuant to this Agreement; provided, however, Grantee shall have no responsibility or liability for the gross negligence or willful misconduct of Grantor or the Indemnified Parties.

4. **Representations**.

(a) Grantor Representations. Grantor hereby represents, warrants and covenants to Grantee that:

(i) Grantor has the full right, power and authorization to enter into and perform this Agreement and each of its obligations and undertakings under this Agreement, and Grantor's execution, delivery and performance of this Agreement has been duly authorized and agreed to in compliance with Arizona law.

(ii) All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

(iii) Grantor will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

(b) Grantee Representations. Grantee hereby represents, warrants and covenants to Grantee that:

(i) Grantee is duly formed and validly existing under Delaware law and registered to do business in Arizona and that the individual(s) executing this Agreement on behalf of Grantee is authorized and empowered to bind Grantee.

(ii) Grantee has the full right, power and authorization to enter into and perform this Agreement and each of its obligations and undertakings under this Agreement, and Grantee's execution, delivery and performance of this Agreement has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

(iii) All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

(iv) Grantee will execute and acknowledge when appropriate al documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

5. **Miscellaneous**.

(a) Term of Easement. The Easement shall terminate and be of no further force and effect (except for any provisions that expressly survive termination of this Agreement) upon the earliest of: (a) the date of the Abandonment; or (b) twenty-five (25) years from the date of this Easement. The occurrence of the Abandonment shall be evidenced by a certification executed by Grantee and delivered to Grantor certifying that the Abandonment has been accomplished in accordance with all Applicable Laws. After termination of this Agreement, upon the written request of Grantor or Grantee, the parties hereto shall record in the Recorder's Office a cancellation agreement in order to evidence the termination of this Agreement. The immediately preceding sentence of this Section shall survive the termination of this Agreement.

(b) Successors and Assigns. Grantee may assign all or any portion of its rights hereunder to any one or more Persons, on such terms and conditions as Grantee may deem appropriate, provided, however, that except for any assignment to an Affiliate which succeeds Grantee as the Developer

and/or acquires the Subdivision Property, Grantee may not convey all or any portion of its rights hereunder without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Notice of the assignment and assumption of Grantee's obligations shall be reflected in a document that shall be executed by Grantee and the assignee and recorded by Grantee in the Recorder's Office. Upon the recording of such document and the assignee's written agreement to assume the oblations under this Agreement corresponding to such assignment, Grantee will be released from the obligations assumed by the assignee. An "**Affiliate**" as applied to Grantee means any Person directly or indirectly controlled by Grantee. "**Person**" means and includes any and all natural persons, corporations, general or limited partnerships, joint ventures, associations, limited liability companies, and other groups and organizations.

(c) Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easement Area to the general public or for the general public.

(d) Severability. If any provision of this Agreement shall be judicially determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions hereof shall not be affected thereby and shall continue in full force and effect.

(e) Attorneys' Fees. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

(f) Notices. Except as otherwise required by law, any notice, demand or other communication given hereunder shall be in writing and shall be deemed to have been given, received and become effective: (a) if given by personal delivery, on the date of personal delivery; (b) if delivered by any nationally recognized express or overnight delivery service (e.g., FedEx or UPS), on the next business day if designated for next day delivery; (c) if sent by electronic mail (email), on the date of delivery, provided that notice shall also be delivered within two (2) business days by another method permitted under this Section; or (d) if mailed to the party by certified mail, postage prepaid, return receipt requested, on the date that is three (3) days after deposit in the mail. Notice shall be addressed as follows:

If to Grantor:

Pinal County
135 N. Pinal Street
Administrative complex
PO Box 827
Florence, Arizona 85132
Attention: County Manager
Email: leo.lew@pinal.gov

With a copy to:

Pinal County
135 N. Pinal Street
Administrative complex
PO Box 827
Florence, Arizona 85132
Attention: County Attorney
Email: pinalcountyattorney@pinal.gov

If to Grantee: Landsea Homes of Arizona LLC
7600 E. Doubletree Ranch Rd., Suite 240
Scottsdale, Arizona 85258
Attention: Heather Cammiso
Email: hcammiso@landseahomes.com

With a copy to: Berens Blonstein PLC
7033 E. Greenway Pkwy, STE 210
Scottsdale, Arizona 85254
Attention: Matthew R. Berens
Email: mberens@berensblonstein.com

Each Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address.

(g) Effective Date of Notices. All such notices, demands or other communications will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee, and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer (in each case regardless of whether such notice, demand or other communication is received by any other Person to whom a copy of such notice, demand or other communication is to be delivered pursuant to this paragraph). Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee.

(h) Waiver of Right to Trial by Jury. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each Party waives any right to a trial by jury. In the event of litigation, the Parties agree to submit to a trial before the court.

(i) Amendment. No change or addition is to be made to this Agreement except by written amendment executed by all Parties. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Recorder's Office.

(j) Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties regarding the subject matter of this Agreement.

(k) Headings. Headings contained in this Agreement have been inserted for convenience only, do not in any way define, limit, enlarge, modify, or describe the scope or intent of any provision hereof and shall not be considered when interpreting or construing the same.

(l) Additional Provisions. Grantee agrees to and does knowingly waive any and all rights to compensation for diminution in value pursuant to A.R.S. §12-1134 that may now or in the future exist as a result of the approval or performance of, and all conditions, terms and agreements contained in this Agreement.

(m) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona.

(n) Counterparts. This Agreement may be executed in two or more counterparts and each such counterpart, when taken together with all other counterparts, shall be deemed one and the same original instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantee has executed this Agreement as of the date first above written.

GRANTEE:

LANDSEA HOMES OF ARIZONA LLC, a Delaware limited liability company

By: MSundquist
Name: Mara Sundquist
Its: Authorized Signer

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 1st day of April, 2025, by Mara Sundquist, the Authorized Signer of Landsea Homes of Arizona LLC, a Delaware limited liability company, for and on behalf thereof.

C. Bellone
Notary Public

My Commission Expires: Dec. 15, 2027

C. BELLONE
Notary Public - Arizona
Maricopa County
Commission # 659519
My Comm. Expires Dec 15, 2027

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first above written.

GRANTOR:

PINAL COUNTY, an Arizona political subdivision

By: Chairman of the Board
Name: Stephen Q Miller
Its: _____

ATTEST:

_____
COUNTY CLERK

APPROVED AS TO FORM:

_____
PINAL COUNTY ATTORNEY

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ___ day of April, 2025, by _____, the Chairman of the Board of Supervisors of Pinal County, an Arizona political subdivision, on behalf of the Corporation.

_____
Notary Public

My Commission Expires:

Exhibit A

Legal Description of the Easement Area

(See Attached)

March 3, 2025

LEGAL DESCRIPTION FOR
SAN TAN GATEWAY
WELL SITE AGREEMENT

That part of Roberts Road and Riata Drive right-of-way as dedicated in the Final Plat for San Tan Gateway Unit 1B – Parcel 34, recorded in Fee Number 2024-051509, Records of Pinal County Arizona, being situated in the North Half of Section 13, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Beginning at the 1" Iron Pipe marking the North Quarter Corner of said Section 13 from which the Department of the Interior Brass Cap flush stamped 1985 LS#11754 marking the Northeast Corner of said Section 13, bears North 88°50'02" East, a distance of 2,709.35 feet;

Thence North 88°50'02" East, along the North line of the Northeast Quarter of said Section 13, a distance of 73.00 feet;

Thence South 01°09'58" East, departing said North line, a distance of 40.00 feet to the Northeast Corner of Tract M of said San Tan Gateway Unit 1B – Parcel 34, being a point on a 33.00 foot radius non-tangent curve, whose center bears South 01°09'58" East;

Thence Southwesterly, along the North line of said Tract M and along said curve, through a central angle of 89°59'58", a distance of 51.84 feet;

Thence South 01°09'56" East, along the West line of said Tract M a distance of 15.00 feet;

Thence South 88°50'04" West, departing said West line, a distance of 80.00 feet to a point on the East line of Tract D of said San Tan Gateway Unit 1B – Parcel 34, being a point on a 33.00 foot radius non-tangent curve, whose center bears South 88°50'04" West;

Thence Northwesterly, along said East line and along said curve, through a central angle of 90°00'00", a distance of 51.84 feet;

Thence North 01°09'56" West, departing said East line, a distance of 55.00 feet to a point on the North line of the Northwest Quarter of said Section 13;

Thence North 88°50'04" East, along said North line, a distance of 73.00 feet to the Point of Beginning.

Containing 10,642 Square Feet or 0.244 Acres, more or less.



N:\14 Coe and Van Loo II LLC\0360502\Admin\Legal Descriptions\G-LG-WELL-AGREEMENT.docx

4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

SAN TAN GATEWAY
WELL SITE AGREEMENT

BOUNDARY

N88°50'01.77" E 73.00

S01°09'58.23" E 40.00

RB = S01°09'58.23" E
R = 33.00
A = 51.84
C = 46.67
CB = S43°50'02.89" W
D = 89°59'57.78"
T = 33.00
RB = S88°50'04.00" W

S01°09'56.00" E 15.00

S88°50'04.00" W 80.00

RB = S88°50'04.00" W
R = 33.00
A = 51.84
C = 46.67
CB = N46°09'56.00" W
D = 89°59'60.00"
T = 33.00
RB = N01°09'56.00" W

N01°09'56.00" W 55.00

N88°50'04.00" E 73.00
to

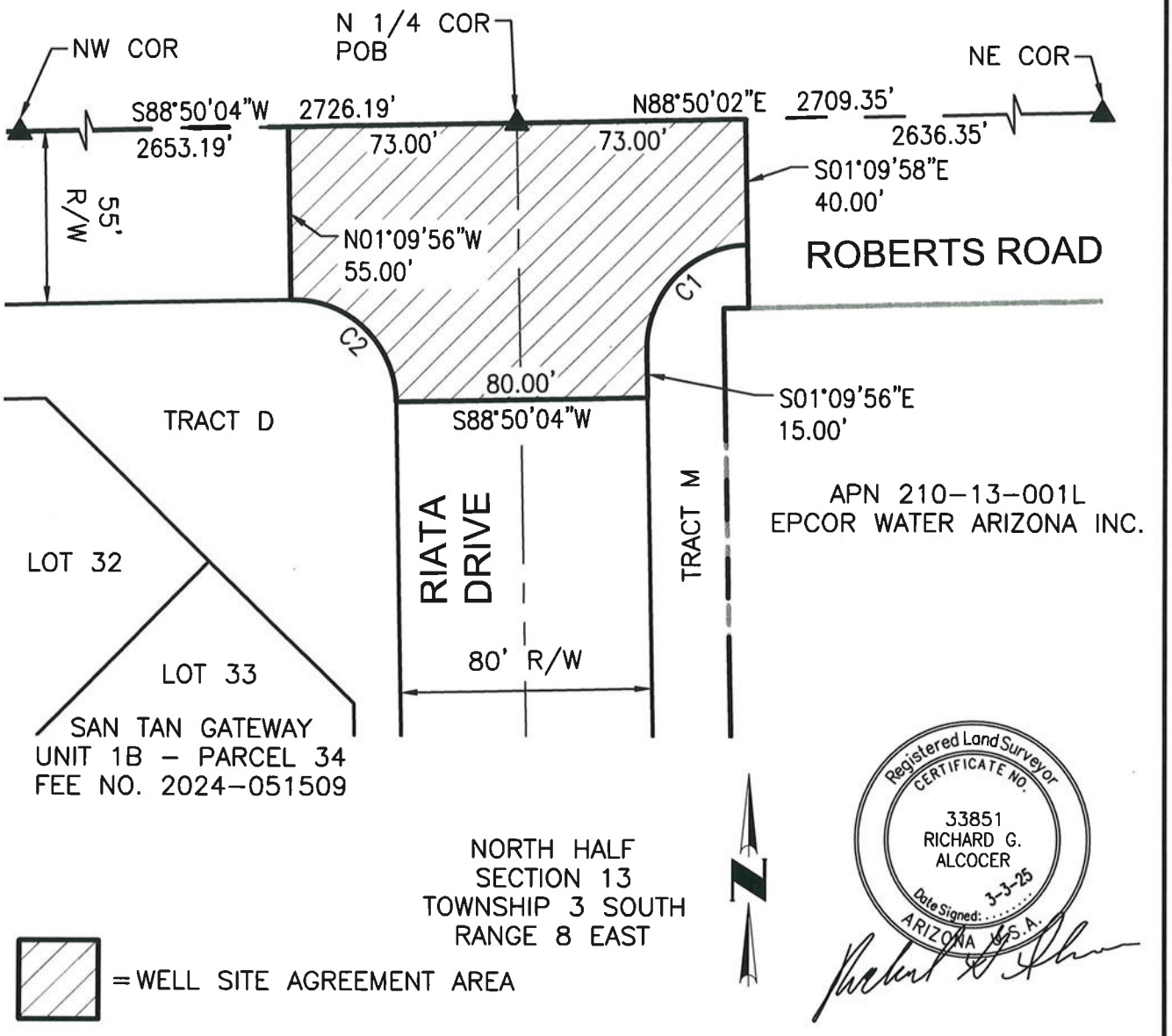
Area = 10642 0.244 AC

Closing course: 123°16'02.07" 0.000969

Misclosure: 1/443,134

North Error: 0.000531
East Error: 0.000810





CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	51.84'	33.00'	089°59'58"	33.00'	46.67'	S43°50'03"W
C2	51.84'	33.00'	090°00'00"	33.00'	46.67'	N46°09'56"W

SCALE 1" = 50'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

SAN TAN GATEWAY

WELL SITE AGREEMENT

CVL CONSULTANTS

N:\14 Coe and Van Loo II LLC\0360502\CADD\Exhibits\VX.WELL.AGREEMENT.dwg **Dominique** **March 3, 2025**