

The Developer agrees to locate and identify all wells on the Property regardless of whether such wells are registered or unregistered with the Arizona Department of Water Resources ("ADWR"), and to disclose the existence, location and identification of any such wells to the Town by means of an addendum to this Agreement. The Developer shall dedicate to the Town any well located on such portion of the Property at such time as the well is no longer necessary for agricultural purposes, including current uses, uses necessary for the development of the Property, the Town holds a designation of assured water supply necessary for the development of the Property consistent with the zoning in the PUD, and the Town shall accept such dedication. The Developer shall dedicate to the Town any well located on such portion of the property at such time as the Town has approved a final plat for such portion of the property, and the well is no longer being used for agricultural purposes, and the Town shall accept such dedication. Town understands that final platting of property may occur surrounding an agricultural well. Town further understands and agrees that these wells will not be abandoned or dedicated to the Town until such time as they are no longer needed for farming and agricultural operations. At the time of acceptance of such dedication, the Town shall become responsible for any maintenance and improvements which are or may become necessary to meet state and federal potable water quality regulations and standards for such dedicated wells. In no case will the Town be required to approve a final plat prior to approving plans for water service infrastructure.

11. Plans Submittal. Developer shall submit all plat and plans to Town Staff. Development of the property cannot occur until the Town has concurred that the plans comply with the PUD and Town standards. Town shall review said plans and provide Developer with its comments on these submittals within twenty-eight (28) days of receipt of each submittal from Developer.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

13. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Developer and the Town. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County, Arizona.

14. Expedited Decisions.

Under this Agreement, "expedited" or "expeditious" shall mean:

The implementation of the PUD shall be in accordance with the development review process of the Town. The Town and the Developer agree that the Developer must be able to proceed rapidly with the development of the Property. Accordingly, the parties agree that if at any time the Developer believes that an impasse has been reached with the Town Staff on any issue affecting the Property, the Developer shall have the right to immediately appeal to the Town Manager for an expedited decision pursuant to this Paragraph.