DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement"), made and entered into pursuant to A.R.S. § 9-500.05, is by and between Juniper Tree Academy, an Arizona non-profit corporation, ("Owner") and the City of Yuma ("City"), an Arizona municipal corporation. Owner and City shall be referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Owner owns real property located at the southeast corner of Avenue C and 16th, legally described and depicted in the attached Exhibit 1 (the "Property");

WHEREAS, the Property is split into Parcel B1 (APN 664-33-219), consisting of approximately 12.33 acres, and Parcel B2 (APN 664-33-220), consisting of approximately 6.67 acres;

WHEREAS, in 2015, Owner opened a charter elementary school campus on Parcel B1 featuring a 55,000 square-foot building with capacity to serve approximately 900 students ("Desert View Academy");

WHEREAS, Owner seeks to open a new charter middle school campus on Parcel B2 featuring a 31,067 square-foot building with capacity to serve approximately 500 students ("Desert View Middle School");

WHEREAS, the City adopted its General Plan in 2022, and Owner's use and development of the Property is consistent with and conforms to the goals and objectives of the City of Yuma General Plan, as amended;

WHEREAS, the Property is zoned R-1-6 which allows public and private elementary and secondary schools as a permitted use;

WHEREAS, Desert View Academy contributes to significant traffic congestion on Avenue C and 16th Street at the start and end of its school day, which the Parties seek to resolve;

WHEREAS, for safety reasons, the City may control the direction of traffic on 16th Street and Avenue C accessing the Property so long as such access is not unreasonable, which may require the installation of raised medians preventing left-hand turns into the Property;

WHEREAS, to enhance public safety and reduce traffic congestion on Avenue C and 16th Street, and in effort to avoid a requirement by the City that the Owner install a raised median on 16th Street preventing left-hand turns into the Property, the City and Owner have developed a traffic safety plan while only Desert View Academy operates on the Property (the "Current Traffic Safety Plan") attached as Exhibit 2; and

WHEREAS, to maintain public safety and mitigate future traffic congestion on Avenue C and 16th Street, and in effort to avoid a requirement by the City that the Owner install a raised median on 16th Street preventing left-hand turns into the Property, City and Owner have developed a future traffic safety plan to be implemented after Owner opens Desert View Middle School on the Property (the "Future Traffic Safety Plan") attached as Exhibit 3; and,

WHEREAS, after developing the Current Traffic Safety Plan and the Future Traffic Safety Plan, the Parties developed Exhibits 5 and 6 to supplement (or modify when in conflict with) Exhibits 1, 2, and 3.

NOW THEREFORE, in consideration of the above recitals, and provided Parcel B1 or Parcel B2 is being used as a school facility, the Parties covenant and agree as follows:

1. Adherence to Traffic Safety Plans. Prior to opening Desert View Middle School on the Property, Owner agrees to adhere to the Current Traffic Safety Plan, except as modified by Exhibits 5 or 6. After opening Desert View Middle School on the Property, Owner agrees to adhere to the Future Traffic Safety Plan, except as modified by Exhibits 5 or 6. If any of the traffic metrics identified in Exhibit 4 are satisfied and have not been remedied by adjusting the gate locations as described in Paragraph 4 below, then Owner shall adjust school start and stop times for Desert View Middle School and Desert View Academy to be different from neighboring schools at the start of the next semester. The City acknowledges and agrees that the Desert View Middle School and the Desert View Academy may, from time to time, have a special event, the staging of which may impact the traffic flow patterns then in effect; in such circumstances, Owner agrees to take commercially reasonable efforts to mitigate a prolonged disturbance to the traffic flow patterns.

2. Ingress into the Property. Under the Current Traffic Safety Plan, vehicle ingress into the Property shall be located on 16th Street at the 37th Avenue alignment ("Primary Ingress"). Under the Future Traffic Safety Plan, in addition to the Primary Ingress, a secondary vehicle ingress point shall be located on 16th Street at the northeast corner of Parcel B2 ("Secondary Ingress"). Use of the Secondary Ingress shall be limited to carpool vehicles and guest car access for Desert View Middle School. Owner shall issue windshield tags (or other acceptable identification methods) to carpool vehicles utilizing the Secondary Ingress. Owner at Owner's sole cost will design, and with the City Engineer's approval of the design, restripe and install a median on 16th Street east of the existing Primary Ingress consistent with Exhibit 6. As presently configured and planned, 16th Street allows westbound traffic to make a lefthand turn into the Primary Ingress and Secondary Ingress entering the Property. If necessary to preserve public safety, the City may, in its sole discretion, place a raised median on 16th Street eliminating lefthand turns into the Primary Ingress or Secondary Ingress entering the Property.

3. Egress from the Property. Under the Current Traffic Safety Plan, vehicle egress from the Property shall be located on 16th Street at the 37th Avenue alignment ("16th Street Primary Egress") and on Avenue C near the southwest corner of Parcel B2 ("Avenue C Egress"). Under the Future Traffic Safety Plan, in addition to the 16th Street Primary Egress and Avenue C Egress, vehicle egress shall also be located on 16th Street at the northeast corner of Parcel B2 ("16th Street Secondary Egress"). All egress from the Property shall be right-turn only egress. As depicted in Exhibit 5 (and notwithstanding the depiction in Exhibit 3), Owner will install gated driveway connections between the existing parking lot for Desert View Academy and the new Desert View Middle School parking lot. The Desert View Middle School parking lot is intended for use by carpool vehicles and guest car access, but the lot may also be used for general traffic overflow through the gated driveway connections unless the City objects. Owner shall dedicate additional right-of-way of 15.5 feet by 180 feet on the west property line of Parcel B2 as shown on Exhibit 5. The City shall bear the cost of design and construction associated with extending the right turn lane should it become necessary.

4. Traffic Gates. Owner will install three gates (Gate #1, Gate #2 and Gate #3) at the positions shown in Exhibit 6. If the Current Traffic Safety Plan and the Future Traffic Safety Plan prevent all the traffic metrics identified in Exhibit 4 from occurring, Owner may use Gate #1 as the operative gate for implementing Owner's applicable traffic plan. Owner shall ensure all gates are open at least thirty minutes prior to the start of each school day and at least ten minutes prior to the end of each school day. If, however, any of the metrics identified in Exhibit 4 occurs for fifty percent of school days for three consecutive weeks, Owner shall treat Gate #2 as the operative gate for implementing Owner's traffic plan. In this scenario, Owner shall open Gate #1 at least thirty minutes prior to opening Gate #2, which shall be open by the time required above. If, while

Owner is utilizing Gate #2 as the operative gate, any of the metrics identified in Exhibit 4 occurs for fifty percent of school days for three consecutive weeks, Owner shall treat Gate #3 as the operative gate for implementing Owner's traffic plan. Under this scenario, Owner shall open Gate #1 at least one hour before and Gate #2 at least thirty minutes before opening Gate #3, which shall be open by the time required above. If any of the traffic metrics identified in Exhibit 4 occur while Owner is using Gate #3 as the operative gate for implementing Owner's traffic plan, then Owner will evaluate additional traffic mitigation measures with City and implement the traffic mitigation measure of adjusting school start times identified in Paragraph 1.

5. Buses. Owner shall provide bus routes with a capacity of transporting up to eighteen percent (18%) of enrolled students to and from school each school day. Owner further covenants and agrees to take commercially reasonable steps to ensure that within the school year said eighteen percent (18%) of students utilize the bus transportation to the Property.

6. Development Fees and Water and Sewer Charges. The Parties acknowledge that pursuant to A.R.S. § 9-500.18, a charter school is exempt from development fees, other than fees assessed or collected for streets and water and sewer utility functions. Owner is responsible for payment of all water and sewer capacity and connection charges, water meter and establishment charges, water system development charges, sanitary sewer interceptor charges, payback agreement charges (if any) and applicable taxes. The only City of Yuma Development Fees applicable to the Property when used as a charter school shall be the Streets Facilities Development Fees at the rate in effect at the time a building permit is issued for the new building on Parcel B2. Monthly water and sanitary sewer service charges shall be paid in accordance with and governed by the City of Yuma Utility Regulations as amended from time-to-time.

7. Non-Access Easement Breaks. Parcel B2 is subject to a non-access easement benefitting the City along Avenue C. The City hereby agrees to a break in the non-access easement for the Avenue C Egress location for the term of this Agreement. The Parties further agree to a second break in the non-access easement along Avenue C near the midpoint of Parcel B2 ("Secondary Non-access Easement Break") as depicted in Exhibit 3. The Secondary Non-access Easement Break shall be limited to fire and emergency vehicle traffic.

8. Notice. Except as otherwise required by law, any notice, demand or other communication given hereunder, shall be in writing and shall be given by personal delivery or be sent by certified or registered U.S. Mail, return receipt requested, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph, or by electronic mail, facsimile machine or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid:

To City:	To Owner:
City Administrator	Richard Ogston
One City Plaza	3777 W 16th Street
Yuma, Arizona 85364	Yuma, AZ 85364

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. Any notice sent by email or facsimile machine shall be deemed effective upon confirmation of the successful transmission by the sender's electronic mail system or facsimile machine. Notwithstanding the foregoing, no payment shall be deemed to be made until received in good and available funds by the intended payee.

9. Successors and Assigns. All provisions of this Agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of each of the Parties pursuant to A.R.S. § 9-500.05(D), and will run with the land.

10. Miscellaneous.

10.1 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yuma (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 10.1.

10.2 A.R.S. § 38-511. Notice is hereby given of the applicability of A.R.S. § 38-511.

10.3 Integration. This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement is valid or binding. This Agreement supersedes and replaces the Prior Agreement.

10.4 Recordation. Upon receipt of the recording fee from Owner, the City shall record a copy of this Agreement no later than ten (10) days from date of entering into this Agreement pursuant to A.R.S. § 9-500.05.

10.5 Estoppel Certificate. The Parties agree that, upon not less than twenty one (21) business days prior written request from a Party to this Agreement, a requested Party shall execute, acknowledge and deliver to the Party making such request a written statement certifying to the current status of the Agreement, including whether or not, the requested Party has actual knowledge that any Party is in default of any obligation or duty set forth in this Agreement. Any such certificate may be relied on by a prospective purchaser of any lot within the Property, or any prospective Lender.

10.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

10.7 Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning of construction of any of the provisions hereof.

10.8 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

10.9 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by City and Owner. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Yuma County, Arizona.

10.10 Proposition 207 Waiver. Owner hereby waives and releases City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Property or any portion thereof, as a result of City's approval or failure to approve this Agreement, the Annexation Ordinance, or adoption or failure to adopt the zoning designation, and all related annexation, zoning, land use, building and development matters arising from, relating to, or reasonably inferable from this Agreement, including the approval, rejection or imposition of conditions or stipulations upon the approval of the zoning designation. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2025, ("Effective Date").

CITY:
CITY OF YUMA

By_____
John D. Simonton
Acting City Administrator

OWNER:
JUNIPER TREE ACADEMY

By_____
Richard Ogston
President

Attested:

By: _____
Lynda L. Bushong
City Clerk

Approved as to Form:

By:_____
Richard W. Files
City Attorney

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

On this _____ day of _____, 2025, before me personally appeared Richard Ogston, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the attached document.

_____
NOTARY PUBLIC

COMMISSION EXPIRATION:

_____

State of Arizona)
) ss
County of Yuma)

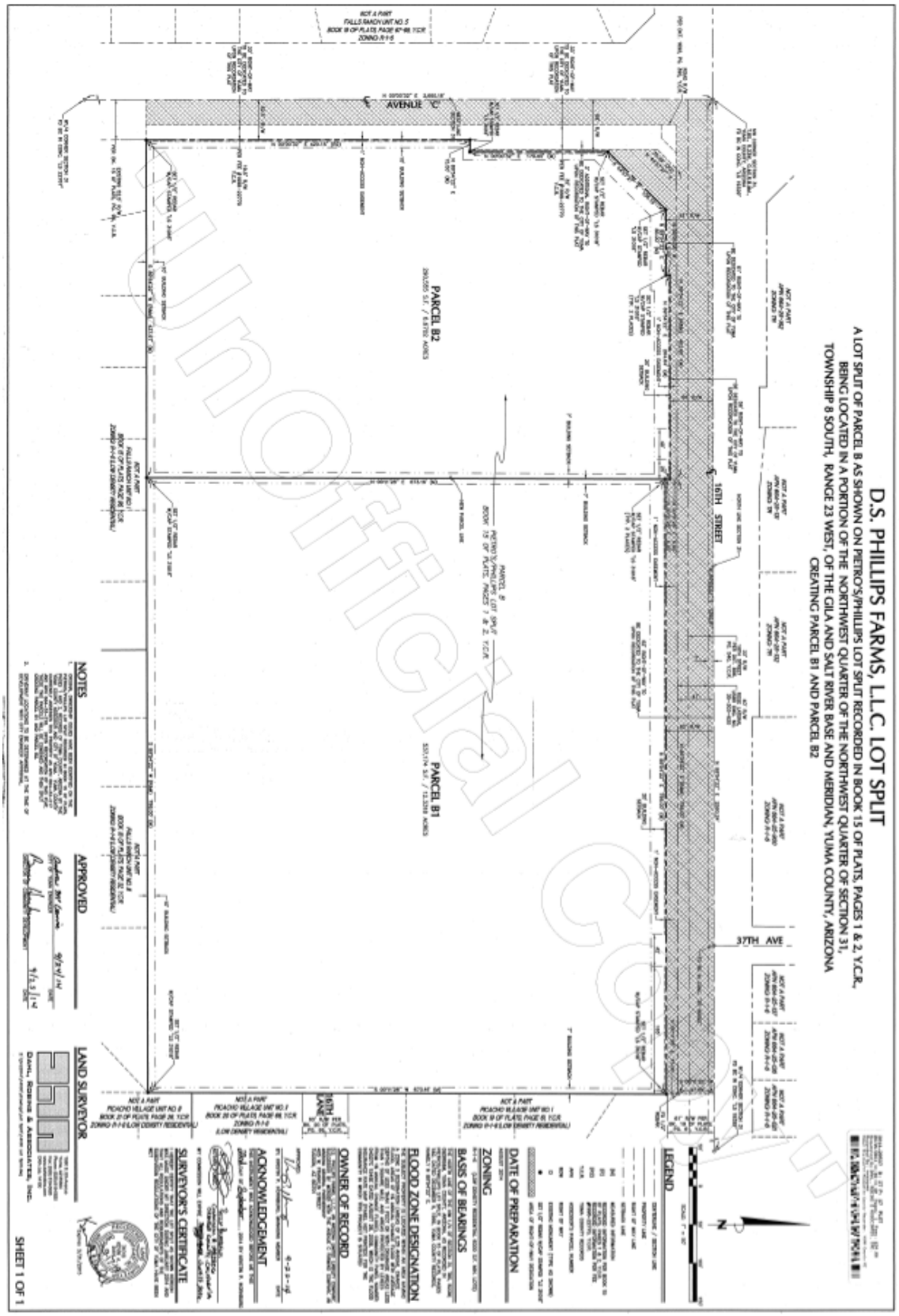
On this _____ day of _____, 2025, before me personally appeared John D. Simonton, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the attached document.

_____
NOTARY PUBLIC

COMMISSION EXPIRATION:

EXHIBIT 1

Recorded with Yuma County Recorder 9/25/2014; Fee No. 2014-20537



Unofficial Copy

Exhibit 2
Current Traffic Safety Plan

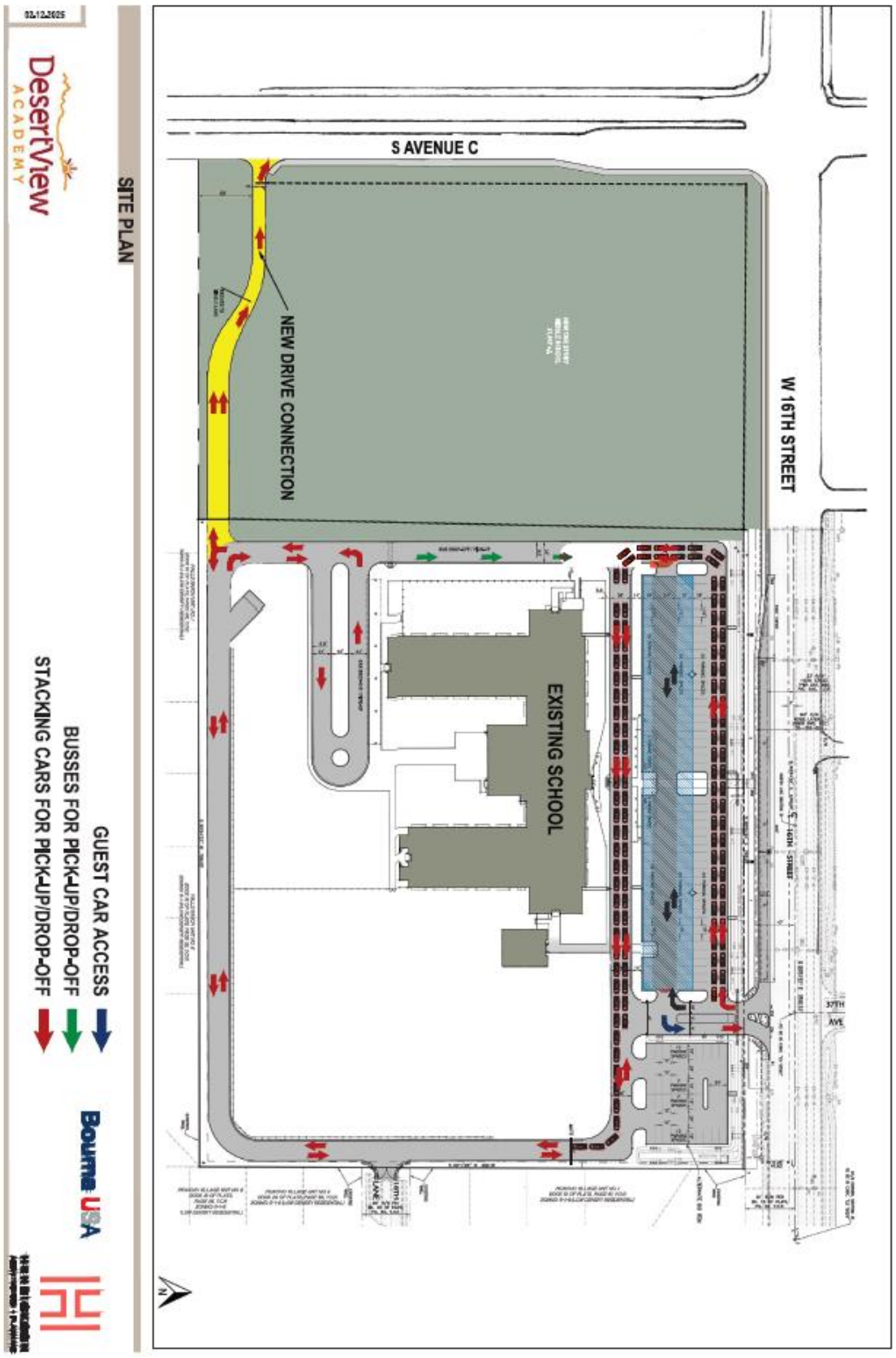


Exhibit 3
Future Traffic Safety Plan

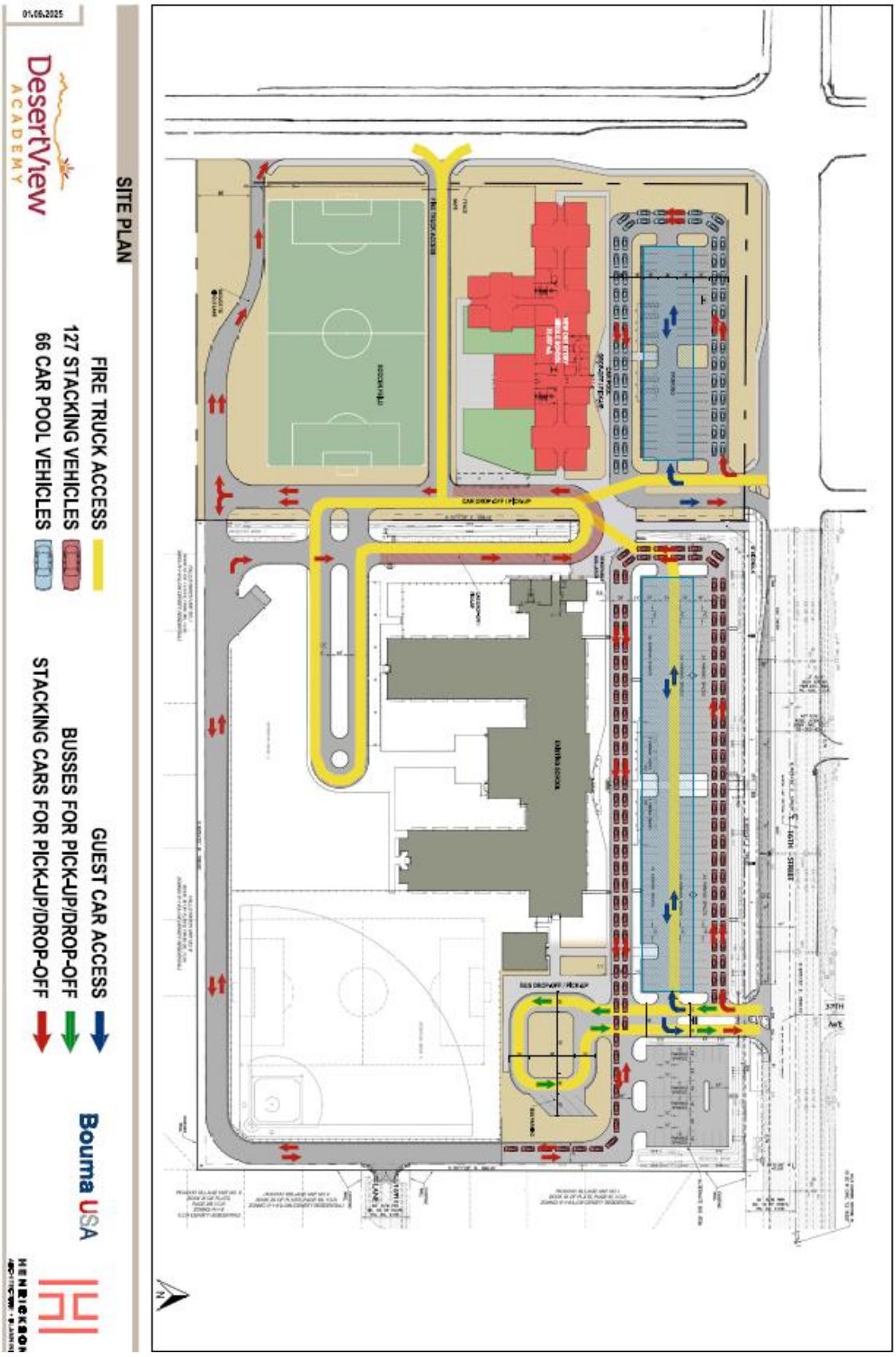


Exhibit 4

The City may declare either traffic plan inadequate if any of the following traffic metrics are satisfied:

1. The eastbound right-turn queue in the eastbound right-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, extends into the approaching southernmost eastbound through lane for more than five (5) minutes at any time.

2. The westbound left-turn queue in the westbound left-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, extends into the approaching southernmost westbound through lane for more than five (5) minutes at any time.

3. The westbound left-turn queue in the westbound left-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, exceeds twenty (20) stopped vehicles for a total of more than five (5) minutes within either one (1) school arrival period or one (1) school dismissal period.

4. The westbound left-turn vehicle queue in the westbound left-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, exceeds 400 feet for a total of more than five (5) minutes within either one (1) school arrival period or one (1) school dismissal period.

5. The westbound left-turn queue in the westbound left-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, exceeds forty (40) stopped vehicles for a total of more than five (5) minutes within either one (1) school arrival period or one (1) school dismissal period.

6. The westbound left-turn vehicle queue in the westbound left-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, exceeds 600 feet for a total of more than five (5) minutes within either the school arrival period or the school dismissal period.

Exhibit 5

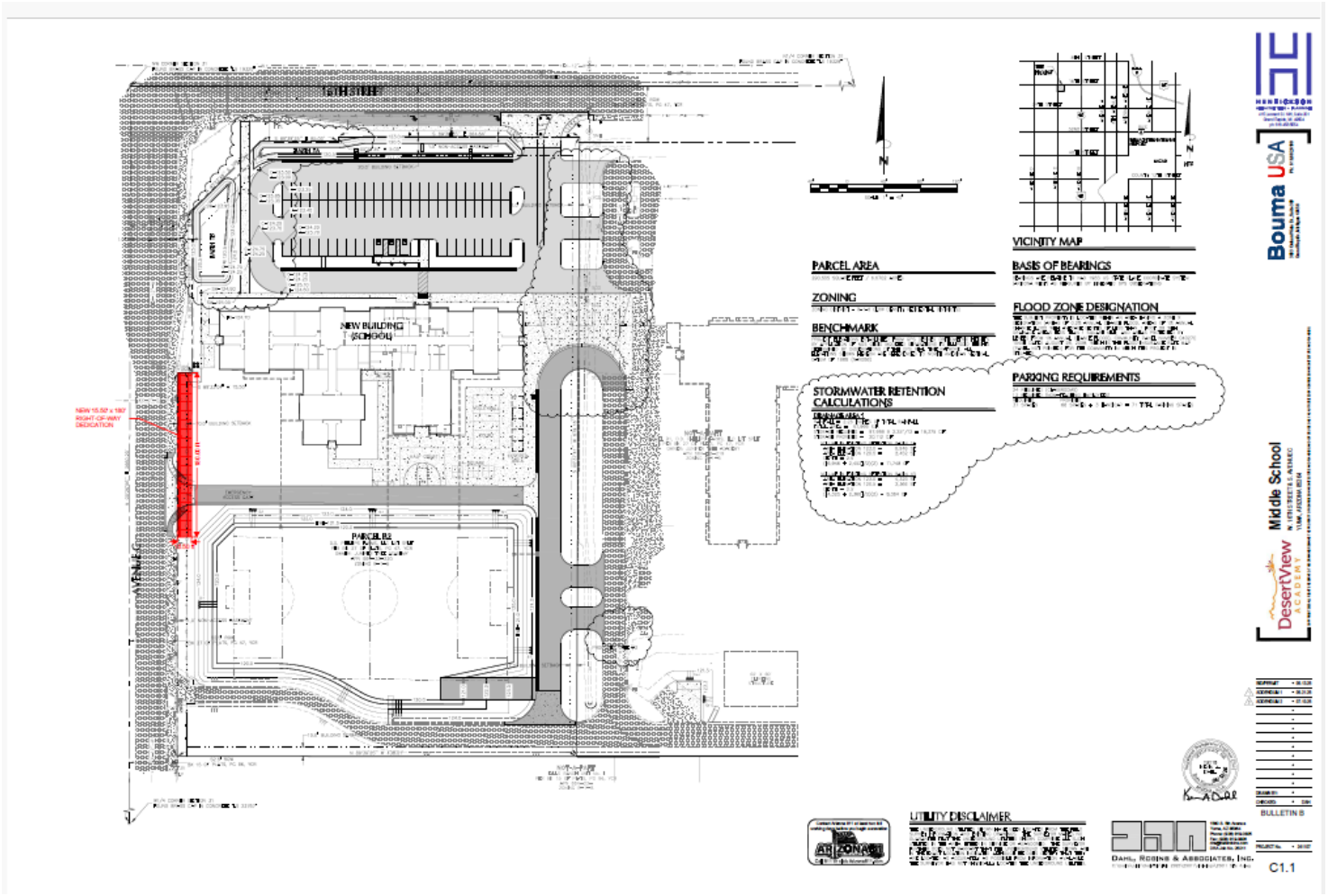
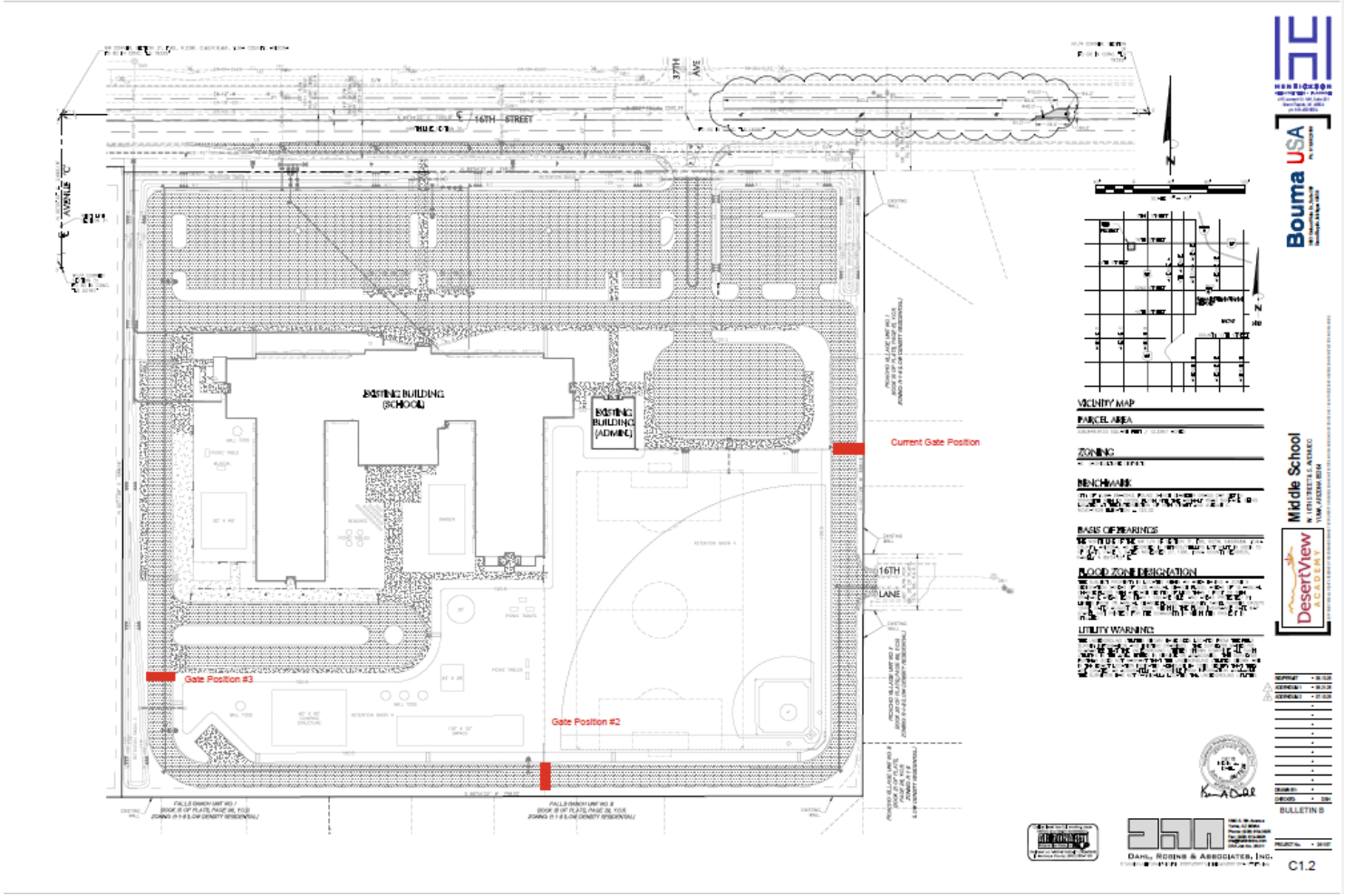

16TH STREET
AVENUE C
NEW BUILDING (SCHOOL)
PARCEL 02
VICINITY MAP
PARCEL AREA
BASIS OF BEARINGS
ZONING
FLOOD ZONE DESIGNATION
BENCHMARK
PARKING REQUIREMENTS
STORMWATER RETENTION CALCULATIONS
UTILITY DISCLAIMER
Middle School
DesertView ACADEMY
Bouma USA
DAHL, ROBINS & ASSOCIATES, INC.
BULLETIN 0
C1.1

Exhibit 6


16TH STREET
37TH AVE
AVENUE C
EXISTING BUILDING (SCHOOL)
EXISTING BUILDING (ADMIN)
Current Gate Position
Gate Position #3
Gate Position #2
16TH LANE
VICINITY MAP
PARCEL AREA
ZONING
BENCHMARK
BASIS OF BEARINGS
FLOOD ZONE DESIGNATION
UTILITY WARNING
Bouma USA
Middle School
DesertView ACADEMY
BULLETIN 5
DAHL, ROBINS & ASSOCIATES, INC.
C1.2