



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER

Dana Lewis

Electronically Recorded

DATE/TIME: 04/11/2023 0946

FEE: \$30.00

PAGES: 5

FEE NUMBER: 2023-025814

Thomas Title & Escrow

WHEN RECORDED, RETURN TO:

WARNER ANGLE HALLAM  
JACKSON & FORMANEK, PLC  
Attn: James Valletta, Esq.  
2555 E, Camelback, Suite 800  
Phoenix, Arizona 85016

11950TA2

2013

(FOR RECORDING INFORMATION ONLY)

ASSIGNMENT OF  
POST-CLOSING COOPERATION AGREEMENT REGARDING  
CERTIFICATE OF ASSURED WATER SUPPLY

THIS ASSIGNMENT OF POST-CLOSING COOPERATION AGREEMENT  
REGARDING CERTIFICATE OF ASSURED WATER SUPPLY (this  
"Assignment") is made this 11 day of April, 2023, by and between  
COTTONWOOD & THORNTON, L.L.C. ("Assignor"), and JDM GROUP, LLC, an  
Arizona limited liability company ("Assignee").

RECITALS

A. Contemporaneously with the execution of this Assignment, Assignor has conveyed unto Assignee certain real property situated in Pinal County, Arizona, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, including, without limitation, any and all improvements thereon (collectively, the "Property").

B. Assignor is a party to that certain Post-Closing Cooperation Agreement Regarding Certificate of Assured Water Supply, dated effective June 10, 2021, and recorded June 10, 2021 as Instrument No. 2021-073291, in the Official Records of Pinal County, Arizona ("Agreement").

C. Pursuant to that certain Real Estate Purchase Agreement and Escrow Instructions dated as of December \_\_, 2022 (the "Purchase Agreement"), Assignor agreed to assign all of its right, title, interest, obligations, liabilities and duties, and Assignee agreed to assume all of Assignor's obligations, liabilities and duties, with respect to the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, its successors and assigns all of Assignor's

right, title, interest, obligations, duties and liabilities under the Agreement, without representation or warranty of any kind, except as provided in the Purchase Agreement.

2. Assumption. Assignee shall and does hereby assume and agree to observe and perform, as a direct obligation to the other parties to the Agreement, all obligations, duties and liabilities of Assignor under the Agreement.

3. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

4. Attorneys' Fees. In the event of any litigation by a party hereto against the other for reason of any breach of any of the provisions out of this Assignment, the prevailing party in such action or suit shall be entitled to have and recover from the other party all costs and expenses incurred therein, including reasonable attorneys' fees, court costs and experts' fees.

5. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Arizona.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**[SIGNATURES ON THE FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

**ASSIGNOR:**

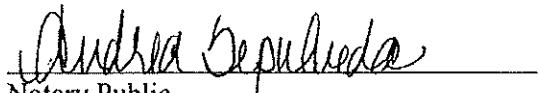
**COTTONWOOD & THORNTON, L.L.C.**, an Arizona limited liability company

By:   
Name: Adrian M. Gough  
Its: Authorized Officer

STATE OF ARIZONA )  
                          )  
                          ) ss.  
COUNTY OF MARICOPA )

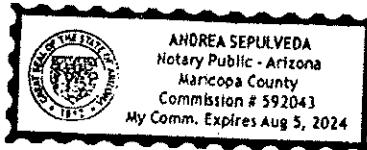
On this 10 day of April, 2023, before me, the undersigned Notary Public, personally appeared Adrian M. Gough, who acknowledged himself to be the Authorized Officer of, **COTTONWOOD & THORNTON, L.L.C.**, an Arizona limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument on behalf of the company for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires:

August 5, 2024



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**ASSIGNEE:**

**JDM GROUP, LLC**, an Arizona limited liability company

By: David A. McMillan  
Name: David A. McMillan  
Its: Manager

STATE OF ARIZONA )  
 ) : ss.  
County of MARICOPA )

On this 10<sup>th</sup> day of April, 2023, before me, the undersigned Notary Public, personally appeared David A. McMillan, and acknowledged that he, in such capacity and being authorized so to do, executed the foregoing instrument on behalf of the company for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joel Montemayor

Notary Public

My Commission expires:

1-31-24



JOEL MONTEMAYOR  
Notary Public - Arizona  
Maricopa Co. #576454  
Expires 01/31/2024

**EXHIBIT A**

**Description of Property**

LOT 3, OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT THE NORTH 451.29 FEET OF SAID LOT 3; AND

EXCEPT THE SOUTH 433.45 FEET OF THE WEST 615.35 FEET OF LOT 3 OF SAID SECTION 18.