

**VOLUNTARY EDUCATION DONATION AGREEMENT
FOR _____**

This Agreement ("the Agreement") is entered into this ____ day of _____, 200__, by and between the _____ School of Cochise County, Arizona, a political subdivision of the State of Arizona ("District") and _____ ("Developer"), relating to that certain development project more specifically known as _____, located within the City of Benson, Arizona ("City").

RECITALS

- A. Developer owns approximately _____ acres of land located within the District within the municipal limits of the City, as more fully described in Exhibit 'A' attached hereto (the "Project"); and,
- B. Developer plans to develop the Property as a single family residential development, with related commercial and recreational facilities; and,
- C. High quality schools and school facilities are in the best interest of the present and future residents of the District, the Developer, and the City; and,
- D. The District is financially constrained in its ability to build and furnish new school facilities by the Students First school construction legislation and the State of Arizona School Facilities Board; and,
- E. Voluntary contributions made to the District by the Developer will be utilized to mitigate the impact of the Project upon the District and will mitigate the limitation of the District's ability to build and furnish facilities.

AGREEMENT

Therefore, in consideration of the mutual promises and performances herein set forth and the potential impact of the Project on the resources of the District, the parties hereby agree to the following:

1. Impact. The Project will consist of approximately _____ residential lots on _____ acres which will impact the enrollment at _____
2. Payment of Education Donation. Developer of the Project, _____ will fulfill its responsibility by contributing an "Education Donation" of Two Thousand Five Hundred Dollars (\$2,500.00) for each non-age restricted residential home in the Project sold to a third party or One Thousand Five

Hundred Dollars (\$1,500.00) for each non-age restricted residential home in the Project sold to a third party with the donation of land suitable for the development of a District facility. Land sites donated for the purpose of District development must be approved and accepted by the District School Board prior to the execution of this agreement and approval of the donation amount of One Thousand Five Hundred Dollars (\$1,500.00). This payment shall represent the full amount that will be paid by the Developer with reference to its impact upon the District from the above referenced project and shall indemnify the Developer or its assigns from any additional Education Donation payments requested by the City of Benson.

3. Support of the Project by the District. In consideration for the Education Donation which Developer agrees to pay, the District will convey to the City its support of the Project, and will give due and proper notification of said support to the City in a timely manner. The parties expressly acknowledge that support of the Project is sufficient and is good and valuable consideration for the Education Donation payment obligation.
4. Time and Manner of Payment. The Education Donation to the Benson Unified School for each non-age restricted residential home sold by Developer or its successors or assignees shall be paid in four installments. The first installment shall occur upon issuance of building permits to twenty five percent (25%) of the lots within the Development. In a likewise manner, subsequent installments shall occur upon the issuance of building permits to each additional twenty five percent (25%) of the total number of lots.
5. Succession of Education Donation Obligation. This Agreement and Developer's rights and obligations hereunder shall be fully assignable and delegable to any assignee of Owner which takes title to the Project. The obligation to pay the Education Donation shall be that of the Developer, and should Developer sell or convey its land or interest therein to a third party, or should Developer terminate its rights to the Project, then the obligation to pay such fee shall be that of Developer's successors or assignees. Developer shall take all appropriate steps to notify its successors and assignees of the obligation to pay the Education Fee to the District. Should Developer acquire fee title to lots and then sell or convey lots prior to securing building permits, Developer covenants to District to require its successors or assignees to assume the obligation to pay the Education Fee to the District.
6. District Use of Donations. The Education Donations received by the District pursuant to this agreement shall be used to improve, or expand, school facilities and acquire equipment in such a manner as to mitigate the impact of enrollment resulting from the Developer's Project.
7. General Provisions.
 - 7.1. Recitals Incorporated. The recitals set forth above are accepted by the parties to be true and correct and are incorporated herein by this reference.
 - 7.2. Headings. The descriptive headings of the sections of this Agreement are

inserted for convenience only and shall not control or affect the meaning or construction of any of the Agreement's provisions.

- 7.3. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by this reference with the same force and effect as if it were fully set forth in the body of the Agreement.
- 7.4. Entire Agreement. This Agreement and the attached exhibits constitute the entire agreement between the parties pertaining to the subject matter of the Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded and merged in this Agreement.
- 7.5. Further Acts. Each of the parties to this Agreement shall promptly and expeditiously execute and deliver all of such documents and perform all of such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- 7.6. Recordation. This Agreement shall be recorded in its entirety in the official records of Cochise County, Arizona not later than ten (10) days after the Effective Date.
- 7.7. Amendments. No change or addition is to be made to this Agreement except by a written amendment executed by the District and the Owner. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the official records of Cochise County, Arizona. Either party may initiate a review of the Agreement on the anniversary of the Effective Date for the purpose of identifying mutually acceptable changes to the Agreement.
- 7.8. Time of Essence. Time is of the essence of this Agreement.
- 7.9. Notices. All notices, requests, demands or other communications ("Notices") required or permitted by this Agreement shall be in writing and served by personal delivery, recognized overnight courier service, electronically confirmed telecopy with a follow-up copy by regular United States Mail, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed or faxed to the party to receive the same as follows:

If to the District: _____

School: _____

Address: _____

If to Owner: _____

With copy to: City of Benson
 Building Department
 P.O. Box 2223
 Benson, Arizona 85602

Except as otherwise specifically stated in this Agreement, all Notices shall be effective upon delivery and shall be deemed delivered on the date when actually received, whether notice is given by personal delivery, recognized overnight courier electronically confirmed telecopy or by mail. Any party may designate a different person or entity or change the place to which any Notice shall be given as provided in this Agreement, which Notice shall be effective after the same is actually received by the other party.

Dated this _____ day of _____, 200__.

Project Manager or President

Benson Unified Schools
By Its Superintendent

Printed Name

Printed Name

Signature

Signature

State of Arizona)
) ss:
County of Cochise)

This instrument was acknowledged before me this _____ day of _____ 200__,
by _____, as _____ of _____, L.L.C.
an Arizona Limited Liability Company.

Notary Public

My Commission Expires: