

GRANT WOODS LAW

THE ATTICUS BUILDING  
650 NORTH 3RD AVENUE  
PHOENIX, AZ 85003

September 26<sup>th</sup>, 2017

VIA EMAIL

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Dear Counsel:

This letter is to confirm that the parties currently opposing the Apex development are, and have been, willing to discuss settling this matter in an amicable way. I have spoken to Ms. Burks and with Daniel Erickson to get his feedback on an approach to put this controversy to rest.

Our clients feel the following points should be thoughtfully addressed by both sides. Our view is that it is in the best interest of the community and City of Maricopa that we reach an agreement that includes the following:

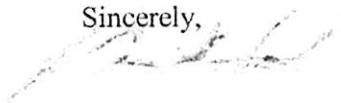
1. The City of Maricopa should adopt an enforceable sound ordinance. We have suggested one similar to that presented by Apex's sound engineers. Typical municipal ordinances establish "not-to-exceed" limits and consider instantaneous noise levels below 60 to 65 dBA during the day to be acceptable ("daytime hours" are typically defined as 7am – 10pm). Typical daytime noise level limits in Arizona are 55-60 dBA for residential properties and 65-75 dBA for commercial properties. An ordinance along these lines should be established regardless of Apex's proposed use. Maricopa is the only city in the state without a meaningful sound ordinance.
2. Apex's final Development Agreement should be similar to the Arizona Motorsports Park agreement negotiated with Maricopa County. Something similar to this will eventually need to be in place as population growth approaches more closely to this location. The manner in which sound is measured, the levels of acceptable sound, automated governance, and penalties for violating the

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agreement are carefully spelled out in that agreement. Having these items in place will save City of Maricopa taxpayers tens of thousands of dollars in legal bills in the future and will ensure minimum disruption to Apex's operations.

We look forward to a productive meeting on a global resolution.

Sincerely,



Grant Woods

GW:seb