

WHEN RECORDED RETURN TO:

City of Mesa (Beth Hughes-Ornelas)
55 North Center Street
Mesa, AZ 85201

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into _____, 2015, by and between PRESTIGE INTERNATIONAL, LLC, an Arizona limited liability company ("Owner"), and the CITY OF MESA, an Arizona municipal corporation (the "City"). Owner and City are collectively referred to herein as the "Parties," or individually as the "Party."

RECITALS:

A. Owner owns approximately 3.3 acres of real property located at 7135, 7156 and 7159 E. Hannibal Circle (north of Brown Road) and legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property") within the City of Mesa, Arizona.

B. The Owner has submitted an application to rezone the Property from RS-35 to RS-15 with a site plan and preliminary plat approval, to develop a four-lot residential subdivision called "Sunset Cove Estates."

C. The Property is currently platted as a three-lot residential subdivision with street and utility improvements installed according to various design and engineering standards for the City of Mesa's Suburban Ranch zoning designation. The Owner wants to maintain the current street improvements and reconfigure the current on-lot storm water retention facilities.

D. The Owner and the City acknowledge that maintaining the current street improvements, the on-lot storm water retention facilities, and the off-site storm water retention facilities, creates planning and economic benefits for the Parties, wherein the City will receive a high-quality, custom home subdivision that will help preserve the desert open space and provide for the permanent private maintenance of on-lot and off-site storm water retention facilities on the four-lot subdivision.

E. The Parties desire to enter into this Agreement for the purpose of placing restrictions on the four-lot subdivision, ensuring appropriate storm water retention, providing notice to future lot owners of the storm water retention requirements,

establishing a Homeowners' Association, and intend this document to be a "Development Agreement" within the meaning of A.R.S. § 9-500.05.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm and agree as follows:

1. Owner's Duties and Obligations. Owner, its successors and assigns agree that the obligations set forth in this Agreement are covenants running with the land that are binding and enforceable upon Owner, its successors, assigns, mortgages and other persons who may have or who may acquire any right, title or interest in the Property, or any part thereof.

1.1 Subdivision Requirements. The maximum number of residential lots allowed in the subdivision shall be four (4) and each lot shall have a minimum lot size of 30,182 square feet. Any building or structure on each lot shall be limited to one-story in height. Owner shall comply with all requirements of the final plat, including water flow, utility infrastructure, storm water retention, and landscaping.

1.2 Initial Phase of Development. During the first phase of development ("Initial Phase") the Owner is obligated to make the following property improvements, which are discussed in more detail below: 1) construct perimeter wall around the subdivision; 2) landscape the property along 72nd Street; 3) construct the new utility infrastructure and water services for the additional lot; 4) provide temporary on-lot retention for the four (4) lots; and 5) construct and maintain an off-site retention basin along 72nd Street. Plans shall be submitted to the Development and Sustainability Department for review and permits must be obtained for construction as discussed in more detail below. Once work commences on the Initial Phase, the Owner will have six (6) months to complete all the Initial Phase improvements stated in this Section 1.2 and have them inspected and approved by the City.

1.2.1 Construction During Initial Phase. The Initial Phase commences when construction for any of the required improvements in the Initial Phase begins. The Owner may elect to construct, contemporaneous with the construction of the improvements required in the Initial Phase, a building on two (2) of the lots in the subdivision. The Owner may only apply for no more than two (2) building permits for a residential home and the City shall only issue no more than two (2) such building permits during the Initial Phase. The City will not grant the final utility clearance for any residential building until the Initial Phase requirements are completed and approved by the City. No other building permits will be issued for the other lots in the subdivision until the Initial Phase is completed and approved by the City. Additionally, until the Initial Phase improvements are completed and approved by the City, the Owner may not sell any lots within the subdivision to an end user.

1.2.2 Block Wall. The Owner will build a perimeter block wall around the subdivision. The block wall shall be completed and approved by the City during the Initial Phase. The wall shall be built according to City code and the applicable development standards.

1.2.3 Landscaping. Owner shall landscape the frontage along 72nd Street. The landscaping shall be completed during the Initial Phase. The Owner must submit a landscaping plan and have it approved by the City Planning Department prior to installing the landscaping.

1.2.4 Utility Infrastructure. It is the Owner's obligation to ensure the utility improvements including water infrastructure are installed for the additional lot in the subdivision. The improvements must be completed and approved by the City during the Initial Phase. All improvements shall be built according to City engineering and development standards.

1.2.5 Temporary On-lot Retention. Owner shall construct a temporary on-lot water retention basin on each lot within the subdivision. The temporary basins must be built according to City development and engineering standards. These basins shall be constructed and approved by the City during the Initial Phase. The Owner is obligated to maintain the temporary basins at the Owner's expense. The temporary basins shall remain and can only be extinguished (i.e., reconfigured) when the subsequent permanent on-lot basin(s) is (are) constructed.

1.2.6 Off-Site Retention. The Owner is required to provide off-site storm water retention as required by sections 806 and 807 of the City of Mesa Engineering & Design Standards. To provide for off-site retention, the Owner shall construct a new basin and drainage system along 72nd Street ("72nd St. Basin"). The 72nd St. Basin shall be built to City development and engineering standards, and in accordance with the final plat. The construction and certification of the 72nd St. Basin must be completed during the Initial Phase.

1.2.6.1 Design & Certification of Off-site Retention. The drainage plans and construction documents for the 72nd St. Basin shall be submitted to and approved by the City. Upon final construction of the 72nd St. Basin, the Owner shall have the 72nd St. Basin inspected by a licensed, registered Arizona engineer who must certify the 72nd St. Basin and drainage system are designed and built to City development and engineering standards and in conformance with the final plat. The engineer shall use the Construction Certification Letter in the City Engineering & Design Standards to certify the 72nd St. Basin and drainage system. Until this letter is submitted to and approved by the City, the 72nd St. Basin and drainage system shall not be considered complete. This requirement to design and build the 72nd St. Basin shall be noted in the Drainage Narrative on the final plat recorded against the property.

1.2.6.2 Maintenance of Off-Site Retention. The 72nd St. Basin and drainage system shall be maintained by the Owner, at the Owner's expense, until such time that the Owner creates a Homeowners' Association ("HOA") for the

subdivision as required by Section 1.3.5. After the HOA is formed, the HOA shall be the owner of the 72nd St. Basin and shall be responsible for maintenance, preservation, and any improvements associated with the 72nd St. Basin and drainage system; including any associated landscaping along 72nd Street.

1.3 Subsequent Development. After the Initial Phase is complete, the Owner, future lot owners, and their successors shall be responsible for making the following the improvements in this Section 1.3:

1.3.1 On-lot Storm Water Retention. The Owner and future lot owners are required to provide storm water retention as required by Sections 806 and 807 of the City of Mesa Engineering & Design Standards as follows:

1.3.1.1 Each future lot owner within the subdivision shall be required to retain storm water on-lot for the lot runoff as well as the adjacent half-street storm water run-off by building a lot specific on-lot drainage and retention facility.

1.3.1.2 Each lot owner, at the time of submittal for a construction permit, will submit a grading and drainage plan, sealed by a licensed, registered engineer and a site plan as part of the construction documents submitted to the City for a building permit on such lot.

1.3.1.3 No building permit will be issued until the City approves the site plan and grading and drainage plan for such lot.

1.3.1.4 Each lot owner, as part of the construction of the home upon such lot, shall construct an on-lot retention basin(s) according to the approved grading and drainage plan for such lot.

1.3.1.5 Upon completion of the on-lot retention basin for a lot, the lot owner is required to have a licensed, registered engineer inspect the basin and drainage system and certify that it was constructed in accordance with the approved site plan, grading and drainage plan and City development and engineering standards. The engineer shall use the Construction Certification Letter in the City of Mesa Engineering & Design Standards to certify the on-lot retention basin and drainage system. This letter must be submitted to the City.

1.3.1.6 Additionally, no City permit will be issued to build any subsequent structure, building, accessory structure, pool, or landscaping on a lot without drainage clearance from the City.

1.3.2 Enforcement of the Construction of the On-lot Basin. No lot owner shall receive final utility clearance from the City for electric or gas utility service until the City receives the Construction Certification Letter for the on-site retention basin and drainage system.

1.3.3 Notice to Lot Owners. In order to provide future lot owners with notice that each lot is encumbered by the obligation to provide an on-lot drainage

basin, the deed for each lot as well as the final plat for the subdivision shall include a Drainage Narrative. The Drainage Narrative will state the obligations required of each lot owner as follows: 1) provide adequate measures for on-lot storm water retention; 2) prepare, submit and have the City approve a sealed drainage report for on-lot retention; 3) at the time of development of the lot, build an on-lot retention facility according to City development and engineering standards as well as in accordance with the grading and drainage plan; 4) have the retention facility certified; and 5) continuously maintain the basin(s) to ensure adequate storm water retention. The deed and final plat shall be recorded against each lot in the subdivision.

1.3.4 Maintenance & Improvements of On-Lot Retention. Each lot owner shall restrict the use of the on-lot drainage facility and prohibit the construction of buildings, structures, hardscaping, landscaping, or other similar improvements, that will impede, divert, or cause the storm water runoff to have an adverse effect on adjoining property owners. The property owner shall be responsible to maintain the on-lot retention facility and make all repairs necessary to retain the runoff on their lot. This shall be done at the property owner's expense.

1.3.5 Homeowners' Association. The Owner shall create a Homeowners' Association (HOA) within five (5) years from the date this Agreement is signed. The HOA will succeed to Owner's obligations under this Agreement. The Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") associated with the HOA shall incorporate the on-lot and off-site retention requirements in this Agreement. The CC&Rs shall also state that it is the sole responsibility of the HOA to control and maintain the 72nd St. Basin and drainage system including but not limited to making repairs, cleaning the basin, and keeping the basin free from debris, restricting the use of the 72nd St. Basin, prohibiting landscaping, hardscaping, improvements, or other similar improvements that will impede, divert, or cause the storm water runoff to have an adverse effect on the subdivision. Until such time as the HOA is established, the Owner shall have the responsibility and expense(s) related to maintaining the 72nd St. Basin.

2. Term/Termination. This Agreement shall become effective on the date this Agreement is recorded and shall continue in full force and effect until for twenty-five (25) years.

3. General Provisions.

3.1 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution by the Parties.

3.2 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

The City: City of Mesa
20 East Main Street, Suite 750
Mesa, Arizona 85211
Facsimile: 480-644-2175
Attn: City Manager

With copy to: Mesa City Attorney's Office
20 East Main Street, Suite 850
Mesa, Arizona 85211
Facsimile: 480-644-2498
Attn: City Attorney

Owner: Prestige International, LLC
Attn: Chris Long
2915 E Baseline Rd. #112
Gilbert, Arizona 85234
Facsimile (800) 779-2519

With copy to: Pew & Lake, PLC
Attn: Reese L. Anderson
1744 S. Val Vista, Suite 217
Mesa, Arizona 85204
Facsimile: (480) 461-4670

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.3 Choice of Law, Venue and Attorneys' Fees. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

3.4 Default. In the event a Party fails to perform or fails to otherwise act in accordance with any term or provision hereof (the "Defaulting Party") then the other

Party (the "Non-Defaulting Party") may provide written notice to perform to the Defaulting Party (the "Notice of Default"). The Defaulting Party shall have 30 days from receipt of the Notice of Default to cure the default. In the event the failure is such that more than 30 days would reasonably be required to cure the default or otherwise comply with any term or provision herein, then the Defaulting Party shall notify the City of such and the timeframe needed to cure such default, so long as the Defaulting Party commences performance or compliance or gives notice of additional time needed to cure within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation; provided further, however, that no such cure period shall exceed 90 days. Any written notice shall specify the nature of the default and the manner in which the default may be satisfactorily cured, if possible.

3.5 Good Standing; Authority. Each Party represents and warrants that it is a duly formed and legally valid existing entity under the laws of the State of Arizona with respect to Owner, or a municipal corporation within Arizona with respect to the City and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

3.6 Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties, and all of their successors in interest and assigns.

3.7 Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm or entity not a party hereto, and no such other person, firm, or entity shall have any right or cause of action hereunder.

3.8 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

3.9 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

3.10 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

3.11 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix, Arizona time) on the last day of the applicable time period provided herein.

3.12 Conflict of Interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.

3.13 Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitute the entire agreement between the Parties:

Exhibit "A": Legal Description of the Property

Exhibit "B": Depiction of the Property

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

3.14 Time of the Essence. Time is of the essence in this Agreement and with respect to the performance required by each Party hereunder.

3.15 Severability. If any provisions of this Agreement is declared void or unenforceable, such provisions shall be severed from this Agreement, which shall otherwise remain in full force and effect.

3.16 Proposition 207 Waiver. Developer hereby waives and releases the City from any and all claims under A.R.S. § 12-1134 et seq., including any right to compensation for reduction to the fair market value of the Property, as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

3.17 E-Verify. To the extent applicable under A.R.S. § 41-4401 and § 23-214, Owner represents and warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The City retains the legal right to randomly inspect the papers and

records of any employee who works under this Agreement to ensure compliance with the above-mentioned laws.

3.18 Prior Appropriation. Pursuant to A.R.S. § 42-17106, the City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. City represents that it intends to pay all monies due under this Agreement if such funds have been legally appropriated. City agrees to actively request funding for future fiscal periods in order to satisfy the terms of this Agreement. However, in the event that an appropriation is not granted and operating funds are not otherwise legally available to pay the monies due or to become due under this Agreement, City shall have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide a minimum of thirty (30) calendar days' advance written notice of its intent to terminate.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above:

"City"

CITY OF MESA, an Arizona municipal corporation

By: _____
Christopher J. Brady, City Manager

ATTEST:

Dee Ann Mickelson, City Clerk

APPROVED AS TO FORM

Deborah J. Spinner, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Christopher J. Brady, the City Manager for the CITY OF MESA, an Arizona municipal corporation.

Notary Public

My Commission Expires:

"Owner"

PRESTIGE INTERNATIONAL, LLC, an Arizona
limited liability company

By: RA Management & Consulting, Inc., an
Arizona corporation, Member

By: _____
Name: Aaron B. Dutcher, President

By: CEL Consulting, Inc., an Arizona
corporation, Member

By: _____
Name: Christopher E. Long, Chairman

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Aaron B. Dutcher, the President of RA Management & Consulting, Inc., an Arizona corporation, a member of Prestige International, LLC, an Arizona limited liability company on behalf of the company.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Christopher E. Long, the Chairman of CEL Consulting, Inc., an Arizona corporation, a member of Prestige International, LLC, an Arizona limited liability company on behalf of the company.

Notary Public

My Commission Expires:

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

(Legal Description of the Property)

Parcel 1:

Lot 1, SUNSET COVE ESTATES, according to Book 944 of Maps, Page 1, records of Maricopa County, Arizona.

Parcel 2:

Lot 2, SUNSET COVE ESTATES, according to Book 944 of Maps, Page 1, records of Maricopa County, Arizona.

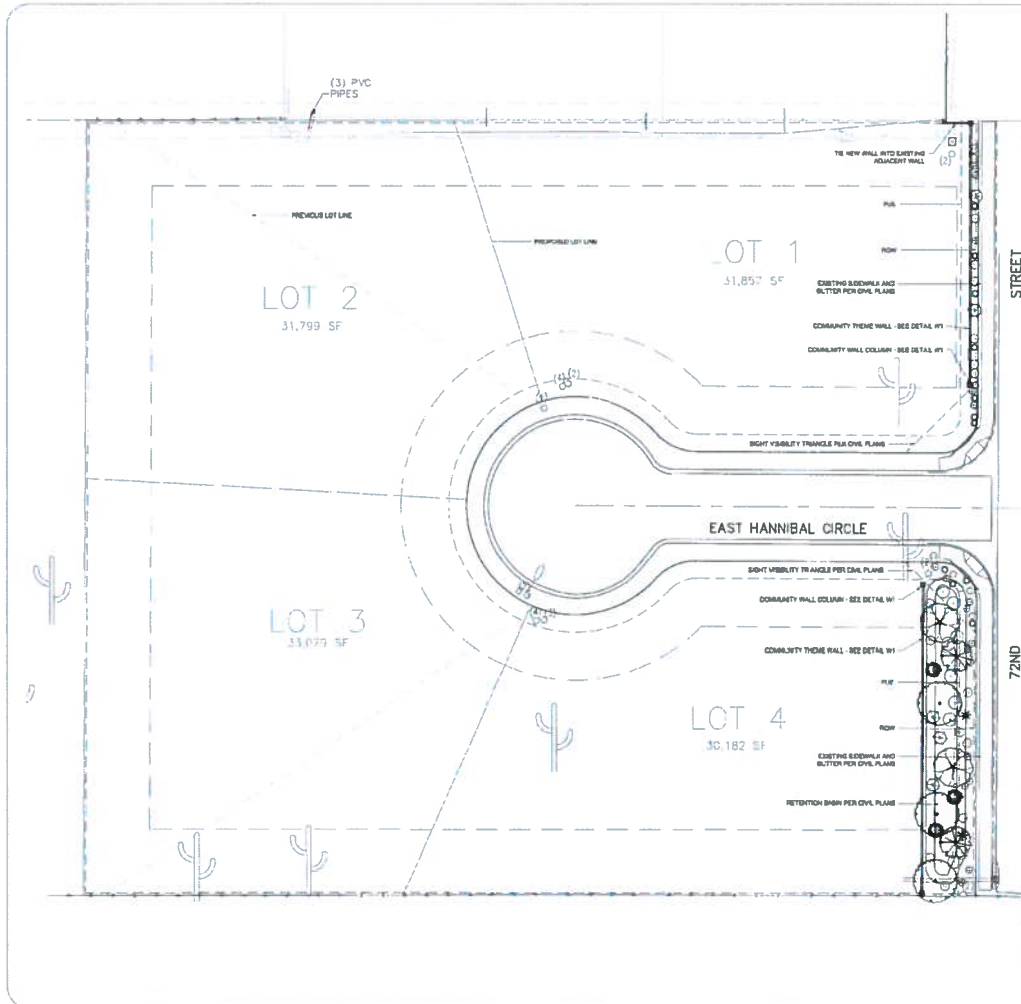
Parcel 3:

Lot 3, SUNSET COVE ESTATES, according to Book 944 of Maps, Page 1, records of Maricopa County, Arizona.

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

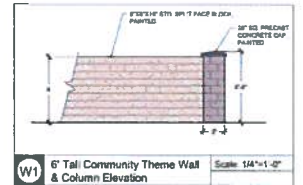
(Depiction of the Property)

Exhibit "B" (Depiction of the Property)



PLANT SCHEDULE

SYMBOL	QTY	SYMBOL	QTY
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CREATIVE ENVIRONMENTS
LANDSCAPE ARCHITECTS

RESIDENTIAL COMMUNITY
72ND STREET & HANNIBAL CIR.
MESA, AZ

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/18	ISSUED FOR PERMIT

CONCEPTUAL LANDSCAPE
PLAN & WALL FINISHES

L1

10/1/18