

When recorded, please return to:
CITY OF MESA
REAL ESTATE SERVICES
P.O. Box 1466
Mesa, AZ 85211-1466

- DEVELOPMENT AGREEMENT -

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ by and between the City of Mesa, a Municipal Corporation, hereinafter referred to as Mesa, and *Gorman & Company, Inc., a Wisconsin corporation*, hereinafter referred to as Developer.

RECITALS:

Whereas, Developer intends to develop certain real property known as *Escobedo at Verde Vista* located at *430 North Pasadena*, Mesa, Arizona, as a *residential development*, and as more particularly described on Exhibit "A" attached hereto (the "Property"), and

Whereas, Developer is the owner of the Property, and

Whereas, Developer, subject to the regulations contained in the Mesa City Code, shall be required by Mesa to cause, in conjunction with the development of the Property, the design, installation and/or construction of certain specific offsite improvements ("Public Improvements") **as identified on Exhibit B** and

Whereas, said development of the Property creates a fundamental need for Public Improvements from which Developer's Property shall derive specific benefits, and

Whereas, said Public Improvements are also required to promote the public interest and for the purpose of ensuring that Mesa's minimum standards for transportation, utility service, and infrastructure are maintained, and

Whereas, because certain required Public Improvements entail oversizing to meet regional as well as local demands ("Oversize Improvements"), Developer seeks Mesa's proportional financial participation ("City Share") in the additional costs incurred beyond Developer's fair share, and

Whereas, Arizona law mandates that when City Share for a single development

is estimated to exceed a specific dollar amount as defined in A.R.S. §34-201(G), (the "Cost Limit"), all Oversize Improvements that qualify for City Share shall be offered through the public bidding process as administered by Mesa, including Developer's execution of a contract with the lowest qualified bidder ("Low Bidder") at unit prices as identified by Mesa, and

Whereas, if Developer declines to offer all Oversize Improvements that qualify for City Share through the public bidding process as administered by Mesa, City Share shall be limited to the Cost Limit, which Developer and Mesa agree to be One Hundred Twelve Thousand dollars (\$112,000) for purposes of this Agreement, and

Whereas, Developer's and Mesa's obligations for Public Improvements, Oversize Improvements and City Share pertaining to this Property are generally described as follows:

DEVELOPER'S PUBLIC IMPROVEMENTS AND OVERSIZE IMPROVEMENTS OBLIGATIONS:

Subject to Mesa's City Share obligations as described in this Agreement and Exhibit "B" attached hereto, Developer shall be responsible for all costs associated with the design, installation and/or construction of all Public Improvements and Oversize Improvements **as identified on Exhibit "B"** (Developer's Costs).

MESA'S CITY SHARE OBLIGATIONS:

Subject to Developer's Public Improvements and Oversize Improvements obligations as described in this Agreement and Exhibit "B" attached hereto, Mesa shall provide City Share to Developer for specific costs relating to the design, installation and/or construction of Oversize Improvements as **identified on Exhibit "B"** (Mesa's Costs).

AGREEMENT:

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises and covenants in this Agreement, it is agreed as follows:

1. The foregoing Recitals are confirmed to be true and accurate and are hereby incorporated by reference into this Agreement.
2. Mesa agrees:
 - 2.1 To accept financial responsibility for City Share in only those costs for items specifically identified as Oversize Improvements in this Development Agreement and assigned to Mesa as identified in Exhibit "B" (Mesa's costs).
 - 2.1.1 If the contract for Oversize Improvements is publicly bid, Mesa's costs shall be limited to only those costs identified in Exhibit "B," with quantities to be verified by Mesa in accordance with progress payment procedures, and to any additional costs approved by an

authorized representative of Mesa on an executed change order pursuant to the Developer/Low Bidder Contract. All other costs and liabilities known and unknown shall remain that of Developer.

- 2.1.2 If the contract for Oversize Improvements is not publicly bid, Mesa's Costs shall be limited to the unit costs incurred for only those items identified in Exhibit "B" as Mesa's Costs. There shall be no cost adjustments, and MESA shall pay for only actual quantities used for Oversize Improvements. In no event shall Mesa's Costs exceed the Cost Limit. All other costs and liabilities known and unknown shall remain that of Developer. Further, paragraphs 2.2 through 2.5 of this Agreement apply only to contracts that publicly bid.

2.2 To financially participate in Developer's costs for Oversize Improvements only as described in this Agreement and identified as Mesa's costs on Exhibit "B", by making monthly progress payments for the Oversize Improvements during the course of the Developer/Low Bidder contract.

2.3 To start the monthly progress payment cycle with the date of the Notice to Proceed issued by Developer in conjunction with the Developer/Low Bidder contract.

2.4 To coordinate preparation of progress payments with Mesa's Construction Inspector and the Low Bidder based on a list of the quantities for each item of Oversize Improvements completed during the monthly progress payment period.

2.5 To process progress payments through the office of Mesa's Development and Sustainability Department's Development Planning Specialist within fourteen (14) days (except final City Share payment) of Mesa approval in the form of a two-party check made out to both Developer and the Low Bidder.

2.6 To remit final City Share payment to Developer within ninety (90) days of Mesa's approval and acceptance of all Oversize Improvements and receipt of Developer's invoices, lien releases, and proof-of-payment(s). The approval and acceptance date ("Acceptance") occurs upon Mesa's final inspection and approval of the site. If final invoices, lien releases, and proof-of-payment(s) are not received within one year of Acceptance by Mesa, the Developer waives all rights to any remaining payment.

2.7 To assume ownership of all Public and Oversize Improvements and to control and maintain same as a part of Mesa facilities, after completion and Acceptance.

3. Developer agrees:

3.1 To offer all Oversize Improvements that qualify for City Share through the public bidding process as administered by Mesa, or private bidding process administered by Developer (in which case City Share shall be limited to the Cost Limit). If the contract for Oversize Improvements is not publicly bid, Sections 3.2 through 3.6 of this Agreement do not apply.

3.2 To execute a contract with Low Bidder (utilizing Mesa's contract documents as contained in the public bid package) for the exact unit costs related to said Oversize Improvements as identified in Low Bidder's proposal received during the public bidding process.

3.3 To provide Mesa with copies of said contract with Low Bidder, clearly identifying the unit costs of said Oversize Improvements, prior to issuance of the first Rights-of-Way permit to be issued in conjunction with the installation or construction of the Oversize Improvements.

3.4 To comply with all aspects of Mesa's policy and procedures for City Share in said Oversize Improvements as prescribed in this Agreement by making formal written progress payment requests to the office of the Development Sustainability Department's Development Planning Specialist on or before the monthly payment cycle date.

3.5 To remit Developer's monthly progress payment for Public Improvements to Low Bidder prior to or concurrently with Mesa's monthly progress payment for Oversize Improvements to Developer/Low Bidder.

3.6 To provide Mesa with proof-of-payment to Low Bidder by Developer for Public Improvements and Oversize Improvements for the previous month as a part of each subsequent monthly progress payment request.

3.7 To provide Mesa with copies of all invoices, lien releases, and proof-of-payment(s) with the formal written request for final City Share payment, as described more fully in Section 2.6 of this Agreement.

3.8 To accept financial responsibility for all Public Improvements and Oversize Improvements, and liabilities known and unknown, other than City Share in Oversize Improvements costs specifically assigned to Mesa as identified in this Agreement and Exhibit "B" (Mesa Costs).

3.9 To bear all risk of loss, damage, or failure to the Public Improvements and Oversize Improvements until Acceptance.

3.10 To assign to Mesa, at Mesa's request, all of Developer's rights and

privileges respecting warranty and maintenance of the Public Improvements and Oversize Improvements, following Mesa's Acceptance of the Public Improvements and Oversize Improvements.

3.11 To defend, indemnify, and hold harmless Mesa from any and all claims, demands, costs, expenses, damages, losses, obligations, judgments, or lawsuits that arise from or relate in any way to any act or omission by Developer or its contractors or agents undertaken in fulfillment of Developer's obligations under this Agreement.

3.12 To the extent applicable under A.R.S. § 41-4401 and 23-214, Developer 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.

3.13 To acknowledge and agree that it is in compliance with ARS 35-391 and ARS 35-391 as it applies to doing business with or having a material interest in a company that does business with Sudan and Iran, respectively. If the City determines that Developer has submitted a false certification or representation, the City reserves the right to impose any and all remedies provided by law, in its sole discretion, including immediate termination of this Agreement.

4. Miscellaneous:

4.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

4.2 Time is of the essence with respect to the performance of each of the obligations, covenants and agreements contained in this Agreement.

4.3 This Agreement shall automatically terminate when the first of the following three events occurs:

4.3.1 Satisfaction of each parties responsibilities as set forth in the Agreement.

4.3.2 One year after all construction required under this Agreement is accepted by City.

4.3.3 Five years after the date this Agreement is entered into, if neither

party has materially performed under this agreement nor taken any actions to their detriment in reliance on this Agreement.

4.4 In the event that either party defaults in the performance of its obligations contained in this Agreement, the non-defaulting party shall have all remedies available at law and at equity, according to the laws of the State of Arizona.

4.4.1 Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. The non-breaching party shall notify the breaching party in writing of the breach, specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. If the breach can be, but is not, cured within thirty (30) days after written notice thereof (the "Cure Period"), the breach shall constitute a default under this Agreement.

4.4.2 Nothing contained in Section 4.3.1 is intended to limit Mesa's right to declare a default or terminate this Agreement immediately in the event any act or omission by Developer or its contractor in connection with this Agreement poses an unreasonable risk of harm or liability to Mesa or the public.

4.5 This Agreement shall run with the Property and shall be binding upon the parties hereto and their respective successors and assigns. Developer may not assign its interests hereunder to any successor-in-interest of all or any portion of the Property without the prior written consent of Mesa, which consent shall not be unreasonably withheld. Any such assignment shall, at a minimum, include a written agreement of the assignee to perform Developer's obligations as set forth in this Agreement.

4.6 The individuals executing this Agreement on behalf of the parties hereto represent that they have authority to execute this Agreement on behalf of such parties, and upon execution by the last party, this Agreement shall be binding. No later than ten (10) days after Mesa and Developer have executed this Agreement it shall be recorded in its entirety in the official records of Maricopa County, Arizona.

4.7 Nothing in this Agreement shall be deemed as creating a joint venture, partnership, or any other cooperative or joint arrangement between Developer and Mesa. Until Mesa accepts ownership of the Public Improvements and Oversize Improvements, Mesa's sole responsibility shall be to assist in funding the construction cost of the Oversize Improvements pursuant to this Agreement.

4.7.1 Developer and Mesa agree that the benefits of this contract are

solely intended for Mesa and Developer. No contractor, Low Bidder or otherwise, nor anyone working for or supplying to such contractor, is intended to be a third party beneficiary of this Agreement.

4.8 Developer acknowledges that changes requested by Mesa shall only be done by formal written approval through the Development and Sustainability Department Director. Developer further acknowledges that any changes requested either by Developer or Mesa may require Developer to put all Oversize Improvements through the public bidding process.

4.9 Attorneys' Fees. In the event it becomes necessary for Mesa or Developer to employ legal counsel or to bring any action or proceeding to enforce any provisions hereof, the prevailing party shall be entitled to recover its costs and expenses incurred, including reasonable attorneys' fees.

4.10 Notices. All notices provided for herein shall be delivered personally or sent by certified United States Mail, postage pre-paid, return receipt requested to:

The City: City of Mesa
P.O. Box 1466
Mesa, AZ 85211-1466
Attn: Development and Sustainability
Department Director

With a copy to: City of Mesa
P.O. Box 1466
Mesa, AZ 85211-1466
Attn: City Attorney

Developer: Gorman & Company, Inc.
4700 N. Central Ave., Suite 117
Phoenix, AZ 85012
Attn: Brian Swanton

Or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that party; (b) personal delivery to the address of the party, addressed to the party; or (c) if given by certified or registered U.S. Mail, return receipt requested, 36 hours after deposit with the United States Postal Service, addressed to the party.

4.11 Good Standing; Authority. Each of the parties represents and warrants to the other (a) that it is duly formed and validly existing under the laws of Arizona; (b) that it is authorized to conduct business in Arizona with respect to the Developer; and (c) that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

4.12 Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to obtain the practical benefits of this Agreement. Otherwise, either party may terminate this Agreement.

4.13 Any dispute with respect to this Agreement and the rights and duties created by this Agreement shall be litigated in Superior Court of Maricopa County in the State of Arizona. The Parties shall not raise, and hereby waive, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with this Section. **The Parties acknowledge that they have read and understand this clause and agree voluntarily to its terms.**

4.14 Pursuant to ARS § 38-511, City may cancel this agreement at any time within three years after its execution without further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of City is or becomes at any time while the Agreement is in effect an employee of or consultant to any other party to this Agreement. The cancellation shall be effective upon receipt of written notice of the cancellation unless the notice specifies another time.

4.15 Pursuant to ARS § 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.

4.16 All exhibits attached to this Agreement are incorporated into and made an integral part of this Agreement for all purposes by this reference.

SIGNATURES ON THE NEXT PAGE

In Witness Whereof, the parties have caused these presents to be executed the day and year written herein below,

Developer:

By: _____

Its: _____

Date: _____

STATE OF ARIZONA)
)SS
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as _____ of on behalf of the corporation.

Notary Public

My Commission Expires:

City: City of Mesa, a Municipal Corporation

By: _____
Development Services Department Director

Date: _____

STATE OF ARIZONA)
)SS
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as Development Services Department Director of City of Mesa, a Municipal Corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

Approved as to Form

Jim Smith, City Attorney

EXHIBIT A
LEGAL DESCRIPTION
ESCOBEDO AT VERDE VISTA
PHASE 1 - PARCEL 1

A PARCEL OF LAND SITUATED IN THE WEST 325.00 FEET OF THE EAST 1103.50 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, SAID POINT BEING A FOUND BRASS CAP IN A HAND HOLE; THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, SOUTH 89° 51' 21" WEST (ASSUMED BEARING) 778.53 FEET TO THE SOUTHEAST CORNER OF THE WEST 325.00 FEET OF THE EAST 1103.50 FEET OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID EAST LINE OF SAID WEST 325.00 FEET, NORTH 00° 19' 53" EAST 33.00 FEET TO A FOUND NAIL WITH RLS 17375 TAG, BEING ON THE UNIVERSITY DRIVE NORTH 33-FOOT RIGHT OF WAY LINE AND THE NORTH LINE OF SAID SOUTH 33.00 FEET, AND THE TRUE POINT OF BEGINNING:

THENCE ALONG SAID NORTH LINE, SOUTH 89° 51' 21" WEST 165.01 FEET TO A REBAR WITH WASHER STAMPED RLS 17375 BEING ON THE EAST LINE OF THE WEST 160 FEET SAID EAST 1103.50 FEET;

THENCE ALONG SAID EAST LINE, NORTH 00° 19' 53" EAST 125.00 FEET TO A POINT (UTILITY VAULT COVER AT PROPERTY CORNER) ON THE NORTH LINE OF THE SOUTH 158.00 FEET OF SAID SOUTHEAST QUARTER;

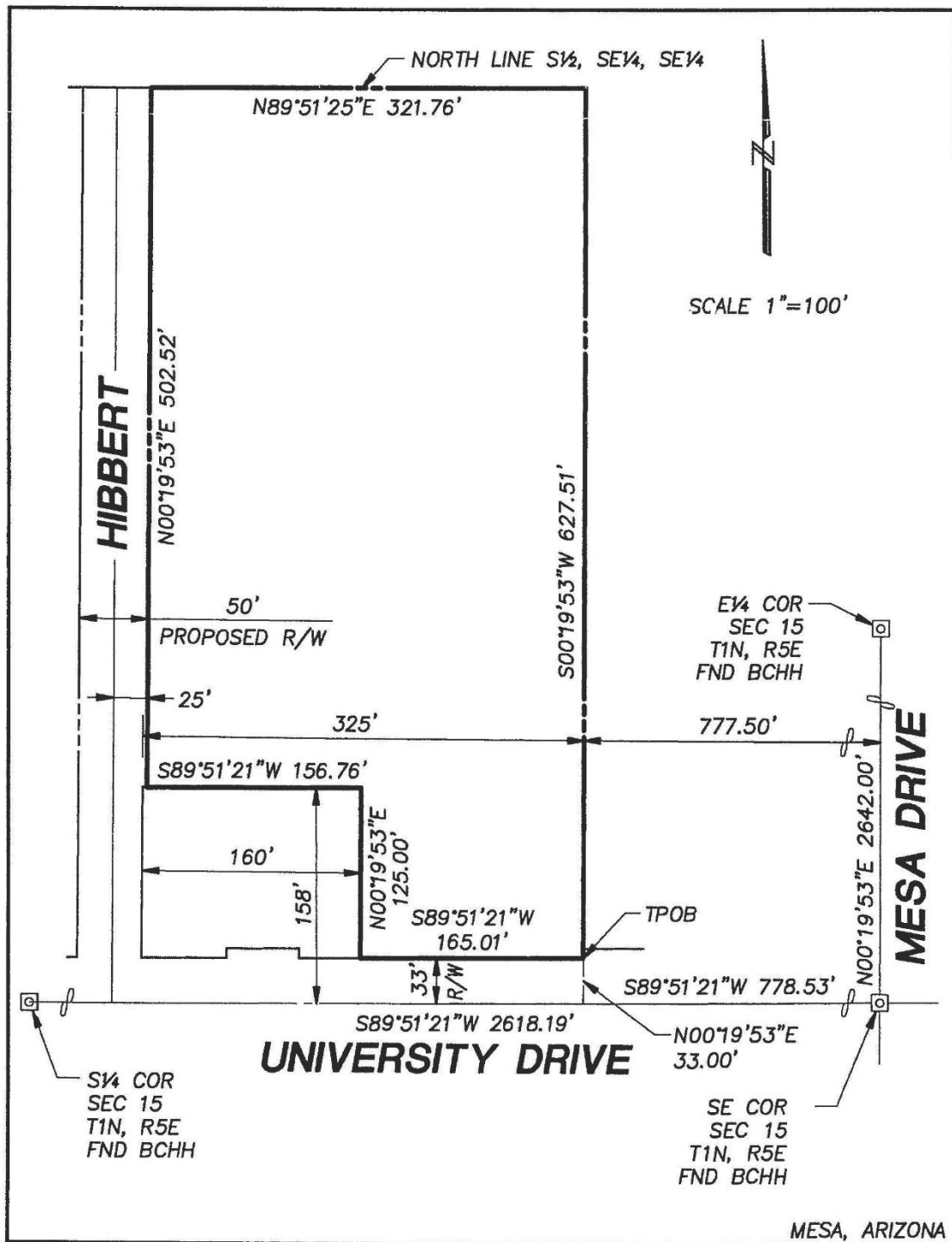
THENCE ALONG SAID NORTH LINE, SOUTH 89° 51' 21" WEST 156.76 FEET TO A PROPOSED EAST 25-FOOT RIGHT OF WAY LINE OF HIBBERT, A PUBLIC STREET;

THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00° 19' 53" EAST 502.52 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15;

THENCE ALONG SAID NORTH LINE, NORTH 89° 51' 25" EAST 321.76 FEET TO THE NORTHEAST CORNER OF SAID WEST 325.00 FEET OF THE EAST 1103.50 FEET TO A REBAR WITH WASHER STAMPED RLS 17375;

THENCE ALONG SAID EAST 1103.50 FEET OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER, SOUTH 00° 19' 53" WEST 627.51 FEET TO THE TRUE POINT OF BEGINNING:

SAID PARCEL CONTAINS 182,309 SQUARE FEET OR 4.1852 ACRES, MORE OR LESS.



LEGAL DESCRIPTION EXHIBIT
PHASE 1, PARCEL 1
ESCOBEDO AT VERDE VISTA

**LEGAL DESCRIPTION
ESCOBEDO AT VERDE VISTA
PHASE 1 - PARCEL 2**

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND BEING THE SOUTH 300.00 FEET OF THE FOLLOWING FOUR PARCELS:

A PARCEL DESCRIBED AS BLOCK 1 AND THE ADJACENT 15.00-FOOT WIDE ALLEY IN AMENDED PLAT OF VERDE VISTA SUBDIVISION, ACCORDING TO BOOK 10 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

A PARCEL DESCRIBED AS NOTED IN NO 51179, THE FINAL JUDGEMENT AND FINAL DECREE OF CONDEMNATION RECORDED IN BOOK 386 OF DEEDS, PAGE 204, RECORDS OF MARICOPA COUNTY, ARIZONA;

A PARCEL DESCRIBED AS NOTED IN NO 51180, THE FINAL JUDGEMENT AND FINAL DECREE OF CONDEMNATION RECORDED IN BOOK 386 OF DEEDS, PAGE 205, RECORDS OF MARICOPA COUNTY, ARIZONA;

A PARCEL DESCRIBED AS THE WEST 200.00 FEET OF THE EAST 79 RODS (1303.5 FEET) OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, EXCEPT THE SOUTH 33.00 FEET THEREOF; AND EXCEPT HIBBERT RIGHT-OF-WAY;

SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15, SAID POINT BEING A FOUND BRASS CAP IN A HAND HOLE; THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, SOUTH 89° 51' 21" WEST (ASSUMED BEARING) 1150.29 FEET; THENCE NORTH 00° 19' 53" EAST 33.00 FEET TO A POINT ON THE UNIVERSITY DRIVE NORTH 33-FOOT RIGHT OF WAY LINE AND THE NORTH LINE OF THE SOUTH 33.00 FEET OF SAID SOUTHEAST QUARTER OF SECTION 15, AND THE TRUE POINT OF BEGINNING;

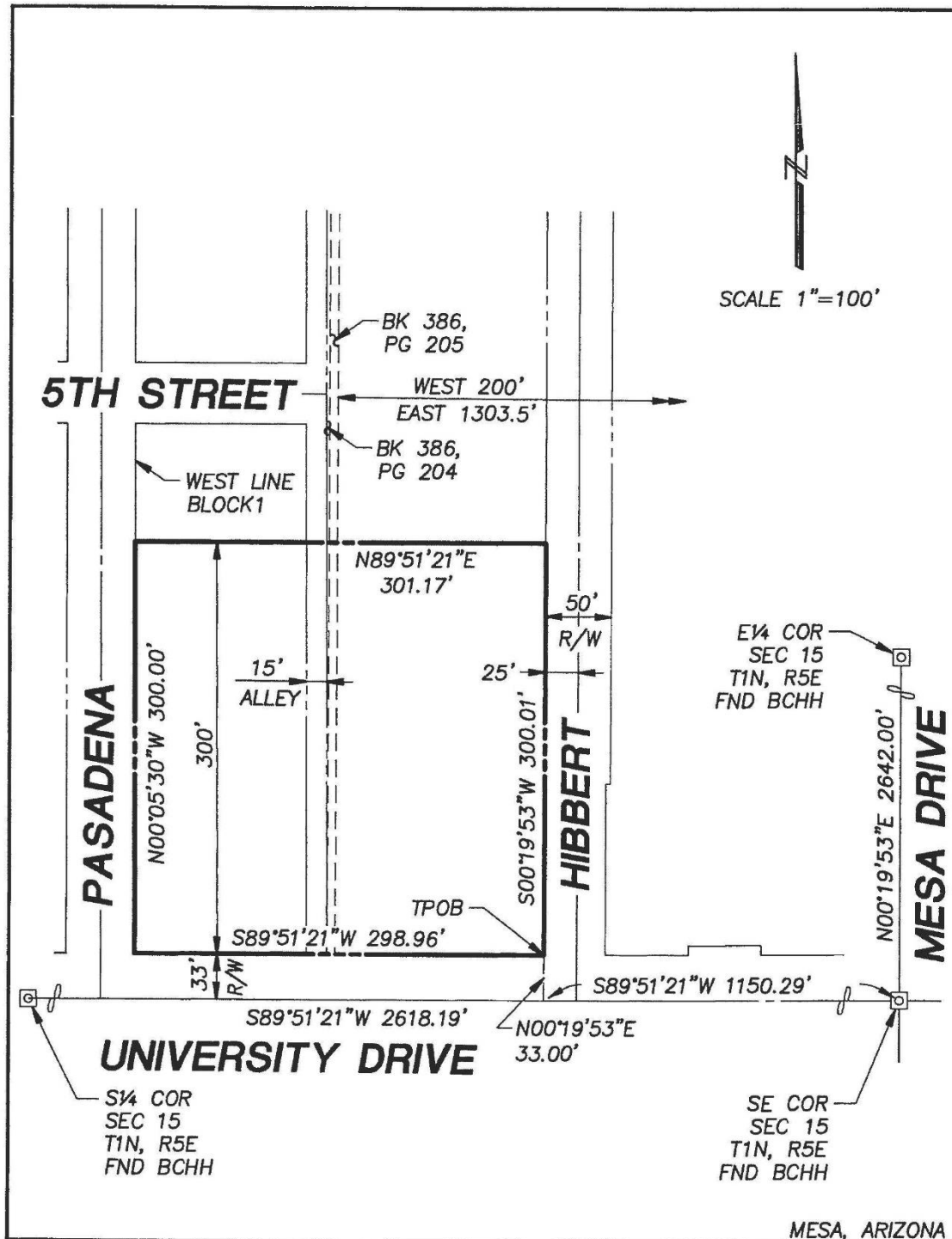
THENCE ALONG SAID NORTH LINE, SOUTH 89° 51' 21" WEST 298.96 FEET TO A REBAR AND WASHER STAMPED RLS 17375 BEING THE SOUTHWEST CORNER OF SAID BLOCK 1 OF SAID VERDE VISTA SUBDIVISION, ALSO BEING ON THE EAST 25-FOOT RIGHT OF WAY LINE OF PASADENA, A PUBLIC STREET;

THENCE ALONG THE WEST LINE OF SAID BLOCK 1 AND SAID EAST 25-FOOT RIGHT OF WAY LINE OF PASADENA, NORTH 00° 05' 30" WEST 300.00 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 89° 51' 21" EAST 301.17 FEET TO THE EAST LINE OF SAID WEST 200.00 FEET OF THE EAST 79 RODS (1303.5 FEET) OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID EAST LINE ALSO BEING THE PROPOSED WEST 25-FOOT RIGHT OF WAY LINE OF HIBBERT, A PUBLIC STREET;

THENCE ALONG SAID EAST LINE, SOUTH 00° 19' 53" WEST 300.01 TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 90,020 SQUARE FEET OR 2.0666 ACRES, MORE OF LESS.



**LEGAL DESCRIPTION EXHIBIT
PHASE 1, PARCEL 2
ESCOBEDO AT VERDE VISTA**

**LEGAL DESCRIPTION
ESCOBEDO AT VERDE VISTA
PHASE 1 - PARCEL 3**

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND CONTAINED WITHIN PARCEL 5, TRACT B, CENTENNIAL WAY AMENDED, ACCORDING TO BOOK 283, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, SAID POINT BEING A FOUND BRASS CAP IN A HAND HOLE; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 22, SOUTH 89° 51' 21" WEST (ASSUMED BEARING) 1,459.21 FEET; THENCE SOUTH 00° 03' 12" EAST 64.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF UNIVERSITY DRIVE ALSO BEING THE NORTH LINE OF SAID PARCEL 5 AND 57.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID PARCEL 5, BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00° 03' 12" WEST 57.44 FEET;

THENCE NORTH 89° 56' 48" WEST 62.45 FEET;

THENCE SOUTH 00° 03' 12" WEST 44.90 FEET TO THE SOUTH LINE OF SAID PARCEL 5;

THENCE ALONG SAID SOUTH LINE NORTH 89° 56' 48" WEST 234.80 FEET TO A CHISELED "X" BEING THE SOUTHWEST CORNER OF SAID PARCEL 5, ALSO BEING ON THE EAST RIGHT OF WAY LINE OF CENTENNIAL WAY;

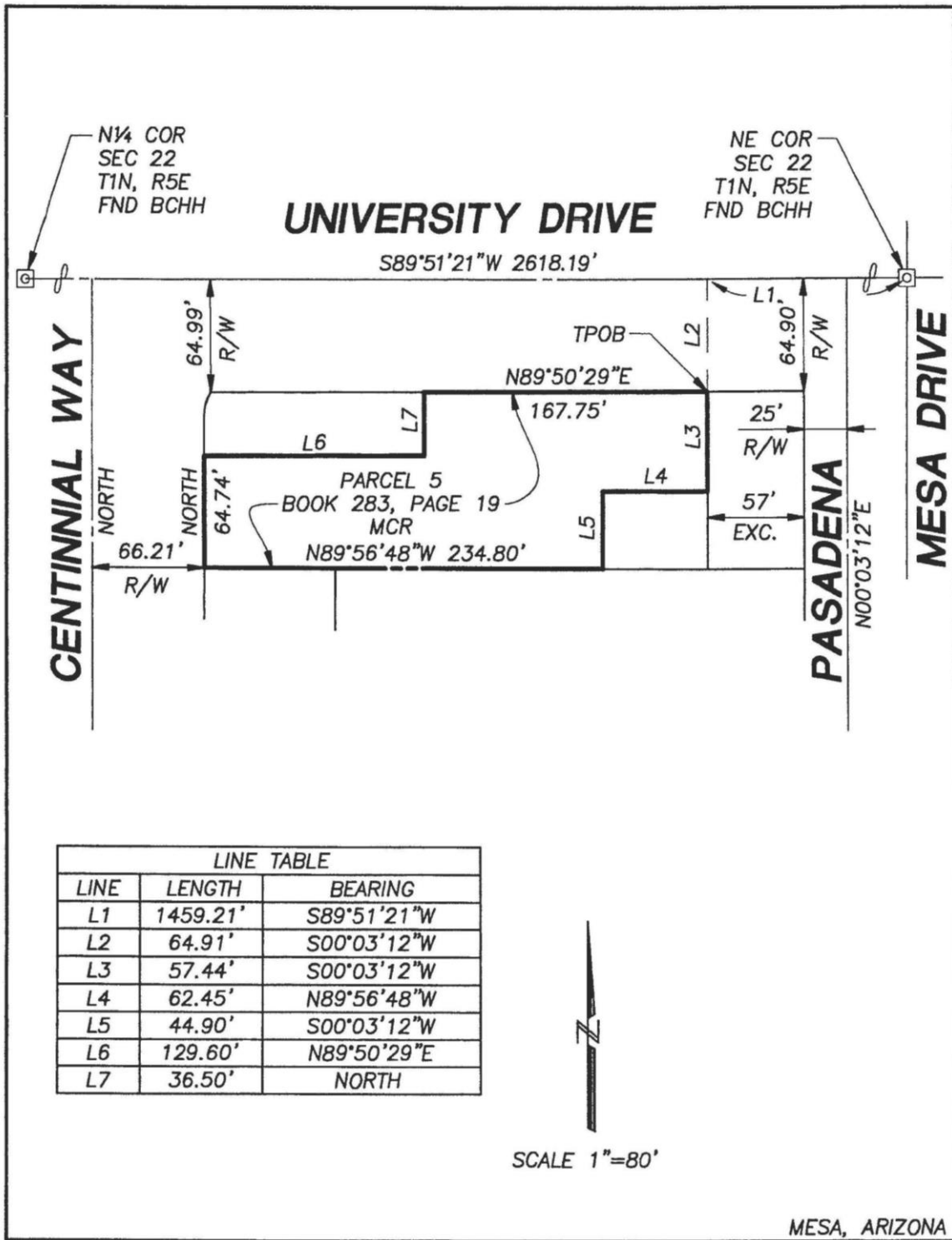
THENCE ALONG THE WEST LINE OF SAID PARCEL 5 AND RIGHT OF WAY LINE NORTH 00° 00' 00" EAST 64.74 FEET;

THENCE NORTH 89° 50' 29" EAST 129.60 FEET;

THENCE NORTH 00° 00' 00" EAST 36.50 FEET TO THE NORTH LINE OF SAID PARCEL 5, ALSO BEING SAID SOUTH RIGHT OF WAY LINE OF UNIVERSITY DRIVE;

THENCE ALONG SAID NORTH LINE NORTH 89° 50' 29" EAST 167.75 FEET TO THE TRUE POINT OF BEGINNING:

SAID PARCEL CONTAINS 22,727 SQUARE FEET OR 0.5217 ACRES. MORE OF LESS.



**LEGAL DESCRIPTION EXHIBIT
PHASE 1, PARCEL 3
ESCOBEDO AT VERDE VISTA**

**LEGAL DESCRIPTION
ESCOBEDO AT VERDE VISTA
PHASE 2 - PARCEL 1**

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND CONTAINED WITHIN PARCEL 5, TRACT B, CENTENNIAL WAY AMENDED, ACCORDING TO BOOK 283, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, SAID POINT BEING A FOUND BRASS CAP IN A HAND HOLE; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 22, SOUTH 89° 51' 21" WEST (ASSUMED BEARING) 1,752.90 FEET; THENCE SOUTH 00° 08' 39" EAST 64.99 FEET TO A FOUND REBAR WITH WASHER STAMPED RLS 17375, BEING ON THE SOUTH RIGHT OF WAY LINE OF UNIVERSITY DRIVE AND THE NORTHWEST CORNER OF SAID PARCEL 5, AND THE TRUE POINT OF BEGINNING:

THENCE ALONG THE NORTH LINE OF SAID PARCEL 5 AND SOUTH RIGHT OF WAY LINE, NORTH 89° 50' 29" EAST 125.72 FEET;

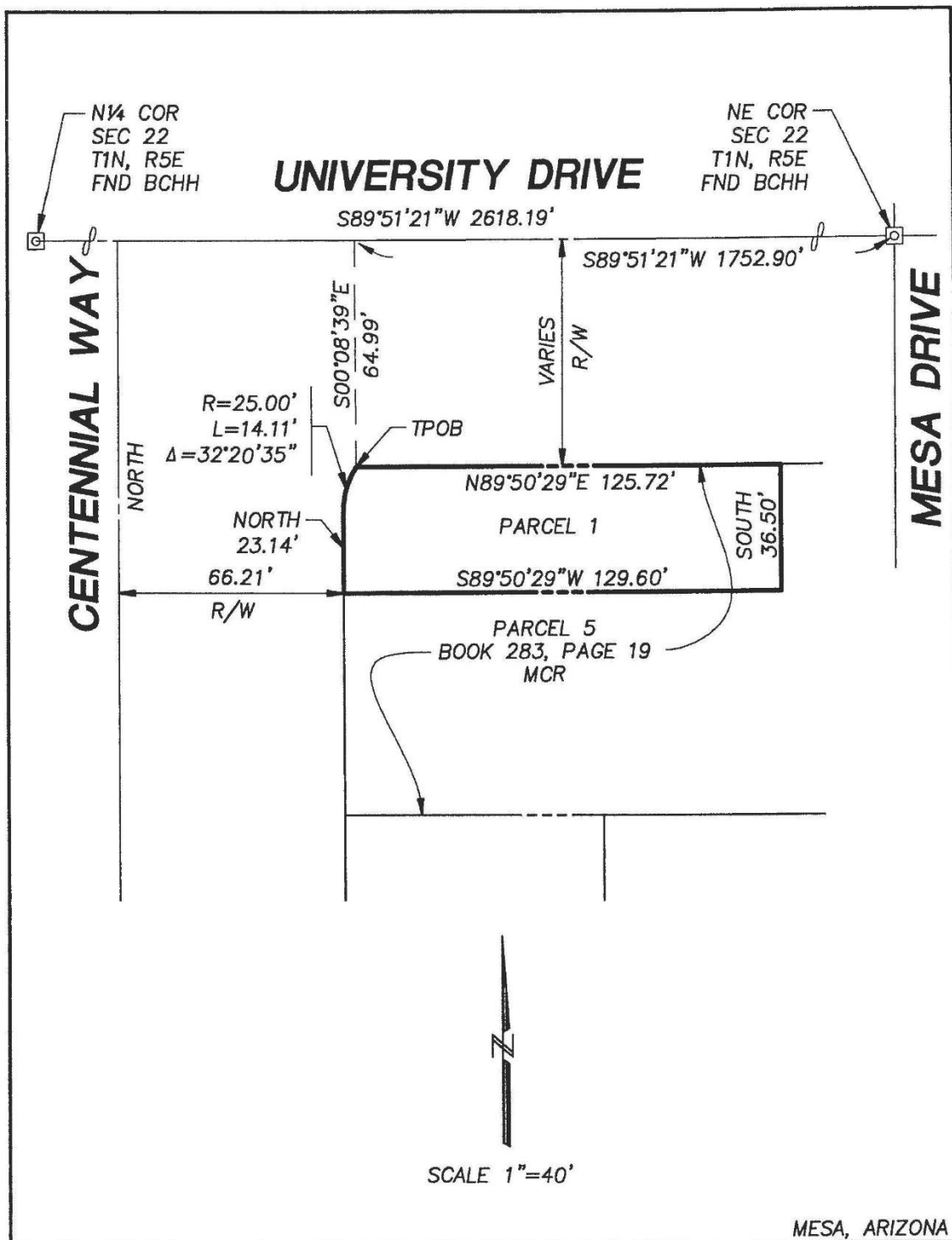
THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND ALONG A LINE PARALLEL TO THE WEST LINE OF SAID PARCEL 5, SOUTH 00° 00' 00" EAST 36.50 FEET;

THENCE ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID PARCEL 5, SOUTH 89° 50' 29" WEST 129.60 FEET TO THE WEST LINE OF SAID PARCEL 5, ALSO BEING THE EAST RIGHT OF WAY LINE OF CENTENNIAL WAY;

THENCE CONTINUING ALONG SAID WEST LINE AND EAST RIGHT OF WAY LINE, NORTH 00° 00' 00" EAST 23.14 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET;

THENCE CONTINUING ALONG SAID WEST LINE OF PARCEL 5 AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32° 20' 35", ALONG AN ARC LENGTH OF 14.11 FEET, TO A POINT OF NON-TANGENCY, ALSO BEING THE TRUE POINT OF BEGINNING:

SAID PARCEL CONTAINS 4,714 SQUARE FEET OR 0.1082 ACRES, MORE OR LESS.



LEGAL DESCRIPTION EXHIBIT
PHASE 2, PARCEL 1
ESCOBEDO AT VERDE VISTA

**LEGAL DESCRIPTION
ESCOBEDO AT VERDE VISTA
PHASE 2 - PARCEL 2**

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND CONTAINED WITHIN PARCEL 5, TRACT B, CENTENNIAL WAY AMENDED, ACCORDING TO BOOK 283, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, SAID POINT BEING A FOUND BRASS CAP IN A HAND HOLE; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 22, SOUTH 89° 51' 21" WEST (ASSUMED BEARING) 1,459.21 FEET; THENCE SOUTH 00° 03' 12" EAST 64.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF UNIVERSITY DRIVE ALSO BEING THE NORTH LINE OF SAID PARCEL 5; THENCE CONTINUING SOUTH 00° 03' 12" EAST ALONG A LINE 57.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID PARCEL 5, 57.44 FEET TO THE TRUE POINT OF BEGINNING:

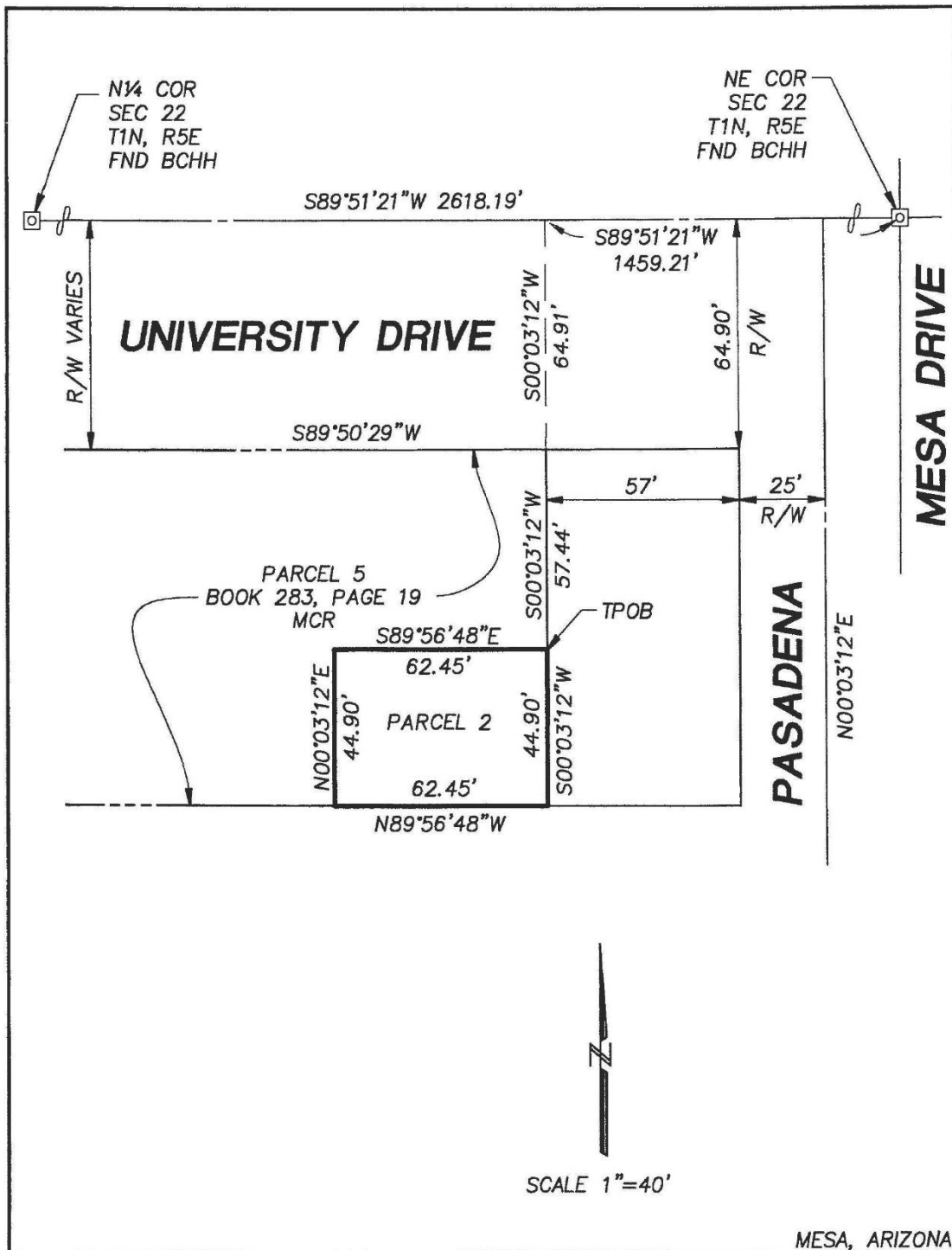
THENCE CONTINUING SOUTH 00° 03' 12" WEST ALONG SAID EAST LINE 44.90 FEET TO A CHISELED "X" ON THE SOUTH LINE OF SAID PARCEL 5;

THENCE ALONG SAID SOUTH LINE, NORTH 89° 56' 48" WEST 62.45 FEET;

THENCE NORTH 00° 03' 12" EAST 44.90 FEET;

THENCE SOUTH 89° 56' 48" EAST 62.45 FEET TO THE TRUE POINT OF BEGINNING:

SAID PARCEL CONTAINS 2,804 SQUARE FEET OR 0.0644 ACRES, MORE OR LESS.



LEGAL DESCRIPTION EXHIBIT
 PHASE 2, PARCEL 2
 ESCOBEDO AT VERDE VISTA

**LEGAL DESCRIPTION
ESCOBEDO AT VERDE VISTA
PHASE 2 - PARCEL 3**

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND CONSISTING OF LOTS 1 THROUGH 11, INCLUSIVE, IN BLOCK 8 IN THE AMENDED PLAT OF VERDE VISTA SUBDIVISION, ACCORDING TO BOOK 10 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, SAID POINT BEING A FOUND BRASS CAP IN A HAND HOLE; THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, SOUTH 89° 51' 21" WEST (ASSUMED BEARING) 1,499.00 FEET; THENCE NORTH 00° 05' 30" WEST 33.00 FEET TO A NAIL WITH RLS 17375 TAG, BEING THE SOUTHEAST CORNER OF SAID LOT 1 IN BLOCK 8, ALSO BEING THE INTERSECTION OF THE UNIVERSITY DRIVE NORTH 33-FOOT RIGHT OF WAY LINE AND THE WEST 25-FOOT RIGHT OF WAY LINE OF PASADENA, A PUBLIC STREET, SAID NAIL BEING THE TRUE POINT OF BEGINNING:

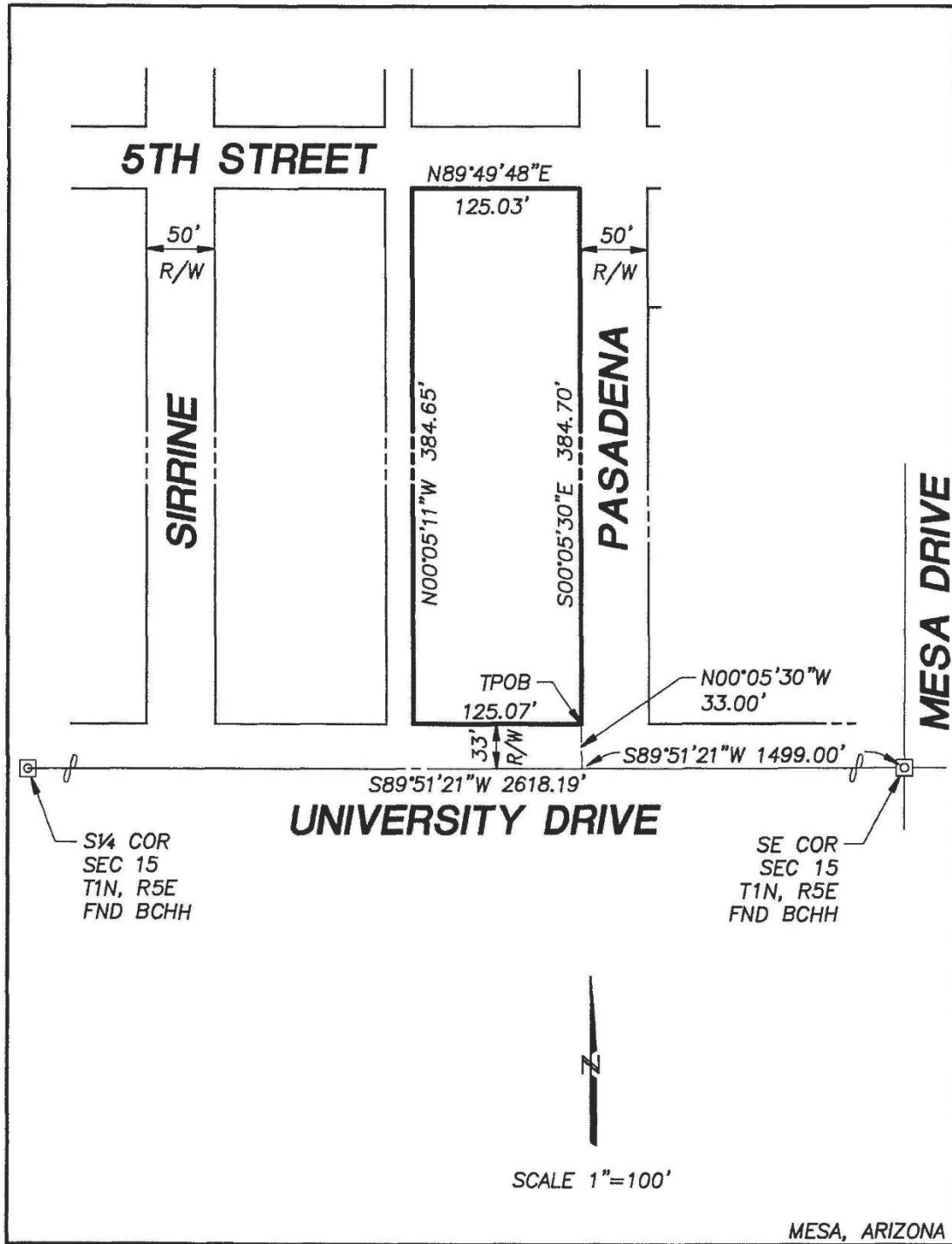
THENCE ALONG THE SOUTH LINE OF SAID LOT 1 SOUTH 89° 51' 21" WEST 125.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 BEING A REBAR WITH WASHER STAMPED RLS 17375;

THENCE ALONG THE WEST LINES OF SAID LOTS 1 THROUGH 11, INCLUSIVE, NORTH 00° 05' 11" WEST 384.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 11 IN BLOCK 8 BEING A CHISELED "X";

THENCE ALONG THE NORTH LINE OF SAID LOT 11, ALSO BEING THE 5TH STREET SOUTH 22-FOOT RIGHT OF WAY LINE, NORTH 89° 49' 48" EAST 125.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 11 BEING A CHISELED "X";

THENCE ALONG THE EAST LINE OF SAID LOT 11 THROUGH 1, INCLUSIVE, SAID EAST LINE ALSO BEING THE WEST 25-FOOT RIGHT OF WAY LINE OF PASADENA, A PUBLIC STREET, SOUTH 00° 05' 30" EAST 384.70 FEET TO THE TRUE POINT OF BEGINNING:

SAID PARCEL CONTAINS 48,103 SQUARE FEET OR 1.1043 ACRES, MORE OR LESS.



**LEGAL DESCRIPTION EXHIBIT
PHASE 2, PARCEL 3
ESCOBEDO AT VERDE VISTA**

**LEGAL DESCRIPTION
ESCOBEDO AT VERDE VISTA
PHASE 2 - PARCEL 4**

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND CONSISTING OF LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 9 IN THE AMENDED PLAT OF VERDE VISTA SUBDIVISION, ACCORDING TO BOOK 10 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA, EXCEPT THE NORTH 10.00 FEET OF LOT 6 THEREOF; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, SAID POINT BEING A FOUND BRASS CAP IN A HAND HOLE; THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, SOUTH 89° 51' 21" WEST (ASSUMED BEARING) 1,499.00 FEET; THENCE ALONG THE WEST 25-FOOT RIGHT OF WAY LINE OF PASADENA, A PUBLIC STREET, NORTH 00° 05' 30" WEST 461.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 IN BLOCK 9 BEING A REBAR WITH WASHER STAMPED RLS 17375 AND TRUE POINT OF BEGINNING:

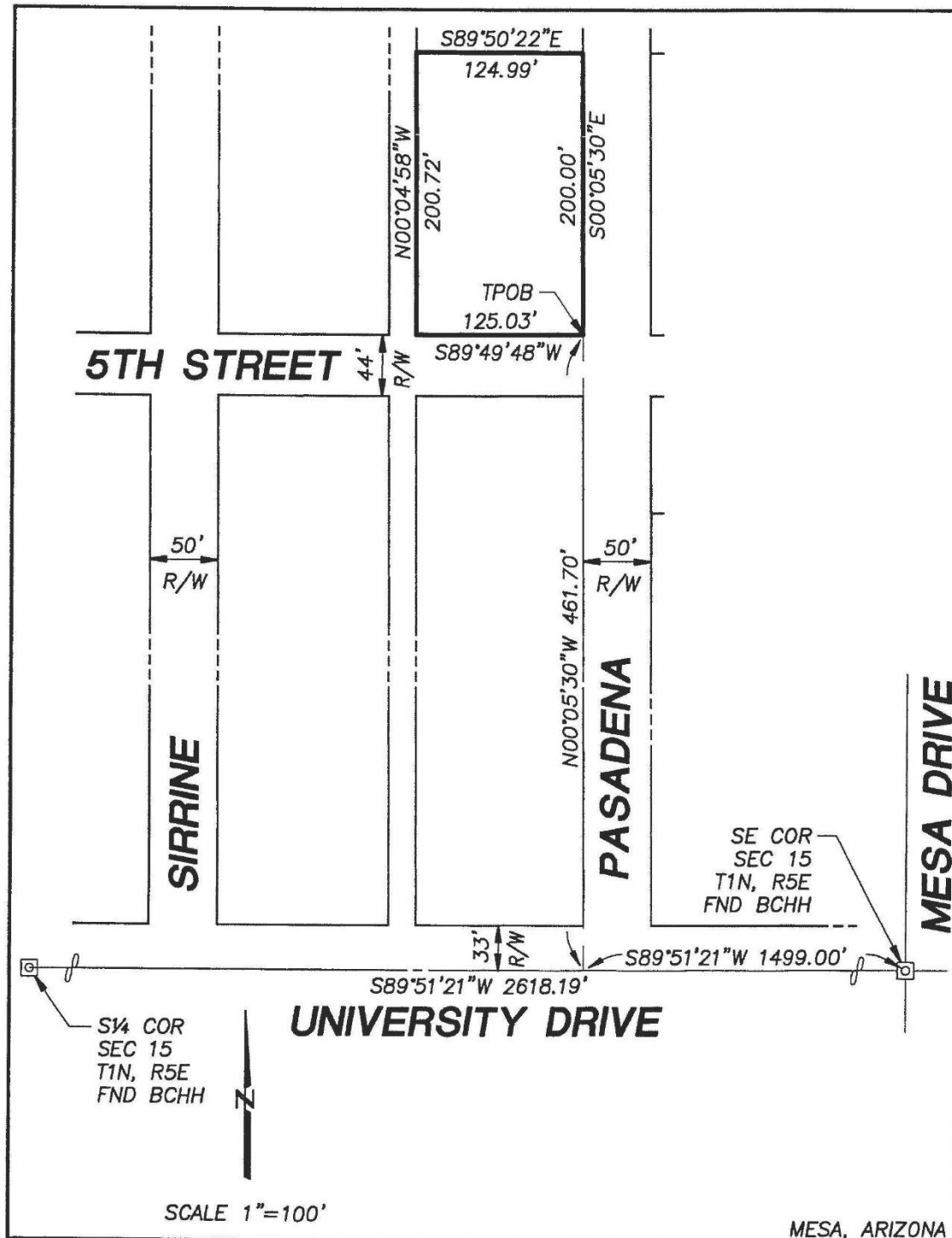
THENCE ALONG THE SOUTH LINE OF SAID LOT 1 AND THE NORTH 22-FOOT 5TH STREET RIGHT OF WAY, SOUTH 89° 49' 48" WEST 125.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 BEING A CHISELED "X";

THENCE ALONG THE WEST LINE OF SAID LOTS 1 THROUGH 6, INCLUSIVE, NORTH 00° 04' 58" WEST 200.72 FEET TO A POINT ON A LINE PARALLEL TO AND 10.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 6 BEING A REBAR WITH WASHER STAMPED RLS 17375;

THENCE ALONG SAID LINE SOUTH 89° 50' 22" EAST 124.99 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6 ALSO BEING SAID WEST 25-FOOT RIGHT OF WAY LINE OF PASADENA, A PUBLIC STREET, SAID POINT BEING A NAIL WITH RLS 17375 TAG;

THENCE ALONG THE EAST LINE OF SAID LOTS 6 THROUGH 1, INCLUSIVE, SOUTH 00° 05' 30" EAST 200.00 FEET TO THE TRUE POINT OF BEGINNING:

SAID PARCEL CONTAINS 25,047 SQUARE FEET OR 0.5750 ACRES, MORE OR LESS.



**LEGAL DESCRIPTION
ESCOBEDO AT VERDE VISTA
PHASE 2 - PARCEL 5**

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND BEING THE FOLLOWING FOUR PARCELS EXCEPTING THE SOUTH 300.00 FEET THEREOF:

A PARCEL DESCRIBED AS BLOCK 1 AND THE ADJACENT 15.00-FOOT WIDE ALLEY IN AMENDED PLAT OF VERDE VISTA SUBDIVISION, ACCORDING TO BOOK 10 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

A PARCEL DESCRIBED AS NOTED IN NO 51179, THE FINAL JUDGEMENT AND FINAL DECREE OF CONDEMNATION RECORDED IN BOOK 386 OF DEEDS, PAGE 204, RECORDS OF MARICOPA COUNTY, ARIZONA;

A PARCEL DESCRIBED AS NOTED IN NO 51180, THE FINAL JUDGEMENT AND FINAL DECREE OF CONDEMNATION RECORDED IN BOOK 386 OF DEEDS, PAGE 205, RECORDS OF MARICOPA COUNTY, ARIZONA;

A PARCEL DESCRIBED AS THE WEST 200.00 FEET OF THE EAST 79 RODS (1303.5 FEET) OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, EXCEPT THE SOUTH 33.00 FEET THEREOF; AND EXCEPT HIBBERT RIGHT-OF-WAY;

TOGETHER WITH THE FOLLOWING TWO PARCELS:

A PARCEL DESCRIBED AS LOTS 1 THROUGH 5, INCLUSIVE, AND THE SOUTH 25.00 FEET OF LOT 6 IN BLOCK 2 AND ADJACENT 15.00-FOOT WIDE ALLEY IN AMENDED PLAT OF VERDE VISTA SUBDIVISION, ACCORDING TO BOOK 10 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

A PARCEL DESCRIBED AS THE 5TH STREET RIGHT-OF-WAY AND ADJACENT ALLEY LYING BETWEEN BLOCKS 1 AND 2 IN AMENDED PLAT OF VERDE VISTA SUBDIVISION, ACCORDING TO BOOK 10 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15, SAID POINT BEING A FOUND BRASS CAP IN A HAND HOLE; THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, SOUTH 89° 51' 21" WEST (ASSUMED BEARING) 1150.29 FEET; THENCE NORTH 00° 19' 53" EAST 333.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 333.00 FEET OF SAID SOUTHEAST QUARTER OF SECTION 15, AND THE TRUE POINT OF BEGINNING:

THENCE ALONG SAID NORTH LINE, SOUTH 89° 51' 21" WEST 301.17 FEET TO THE WEST LINE OF SAID BLOCK 1, ALSO BEING THE EAST 25-FOOT RIGHT OF WAY LINE OF PASADENA, A PUBLIC STREET;

THENCE ALONG THE WEST LINE OF SAID BLOCK 1 AND 2, AND SAID EAST 25-FOOT RIGHT OF WAY LINE OF PASADENA, NORTH 00° 05' 30.2" WEST 328.73 FEET TO THE NORTHWEST CORNER OF THE SOUTH 25.00 FEET OF SAID LOT 6 IN SAID BLOCK 2 BEING A REBAR AND WASHER STAMPED RLS 17375;

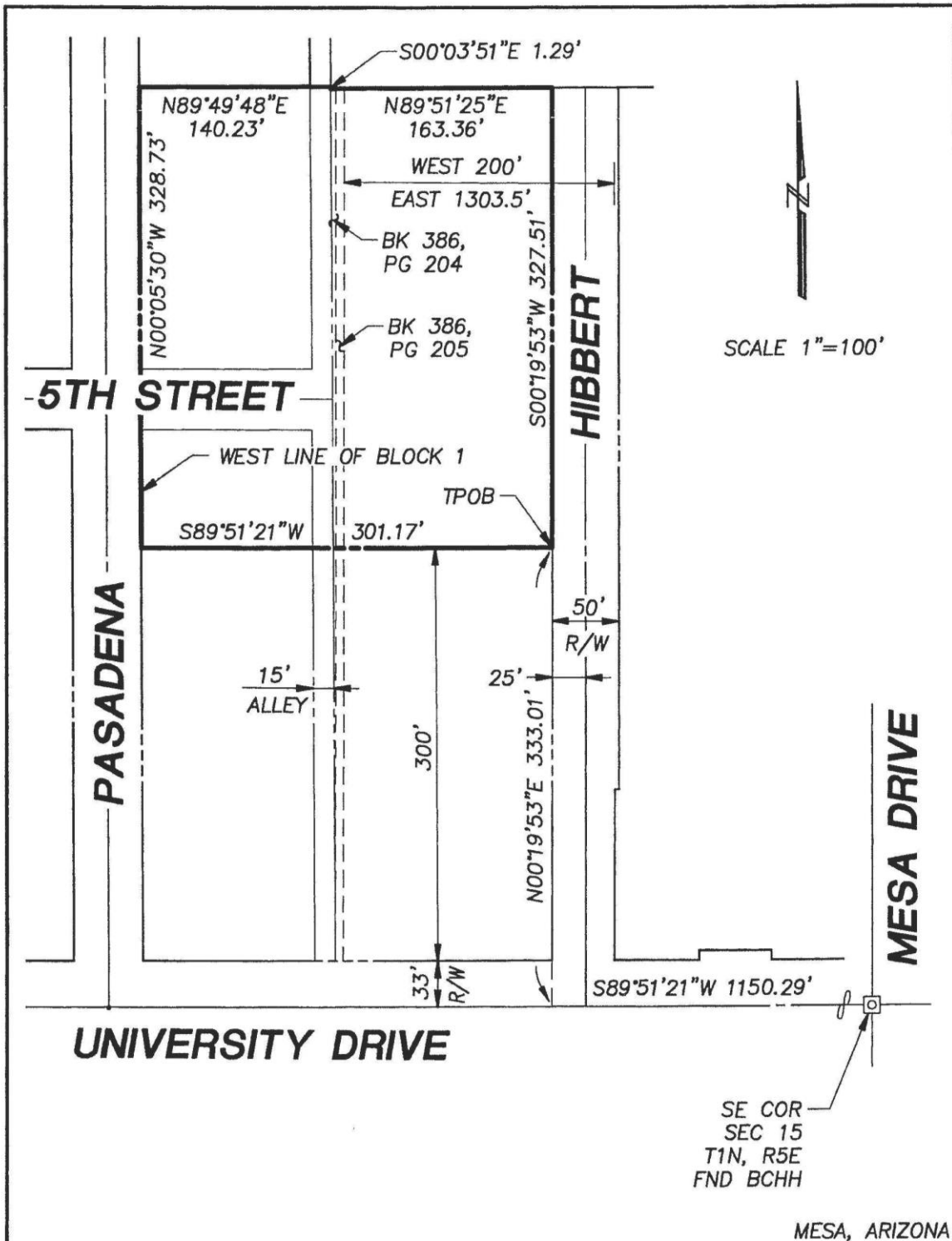
THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 89° 49' 48" EAST 140.23 FEET TO THE EAST LINE OF A 15-FOOT WIDE ALLEY RECORDED IN SAID AMENDED PLAT OF VERDE VISTA SUBDIVISION;

THENCE ALONG SAID EAST LINE, SOUTH 00° 03' 51" EAST 1.29 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15;

THENCE ALONG SAID NORTH LINE NORTH 89° 51' 25" EAST 163.36 FEET TO WEST LINE OF THE PROPOSED WEST 25-FOOT RIGHT OF WAY OF HIBBERT;

THENCE ALONG SAID WEST 25-FOOT RIGHT OF WAY LINE SOUTH 00° 19' 53" WEST 327.51 FEET TO THE TRUE POINT OF BEGINNING:

SAID PARCEL CONTAINS 99,207 SQUARE FEET OR 2.2775 ACRES MORE OF LESS.



LEGAL DESCRIPTION EXHIBIT
 PHASE 2, PARCEL 5
 ESCOBEDO AT VERDE VISTA

VICINITY MAP

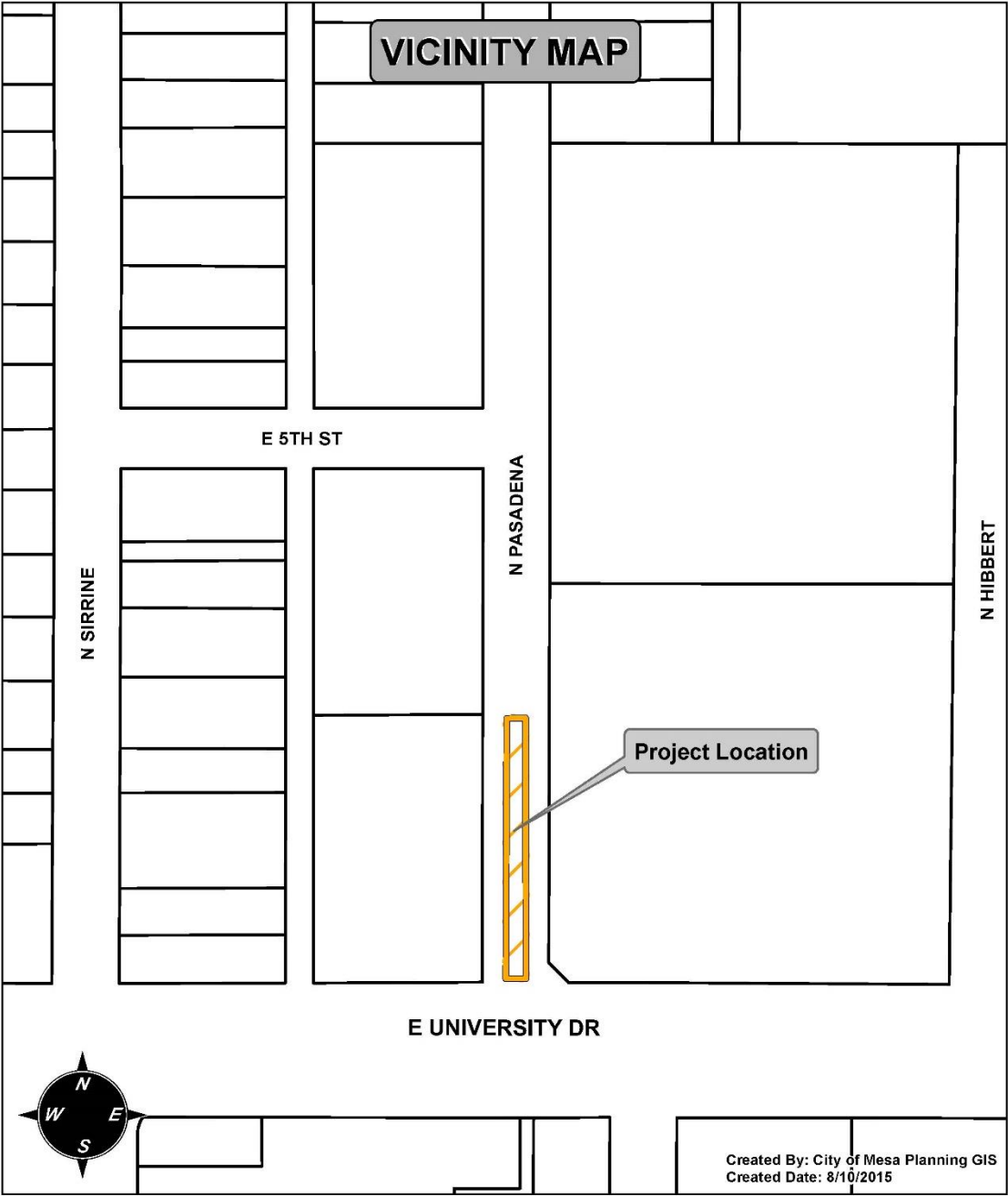


EXHIBIT B

CITY SHARE ESTIMATE - EXHIBIT "B"									
DEVELOPMENT AND SUSTAINABILITY DEPARTMENT									
	DEVELOPER: Gorman & Company, Inc.								
	Attn: Brian Swanton								
	Address: 4700 N. Central Ave.								
	City, State, Zip: Phoenix, AZ 85012								
	Phone No.: 480-225-4775								
	CITY SHARE PROJECT TITLE: Pasadena Paving								
STREETS		QUANTITY		UNIT PRICE	ENGINEER ESTIMATE	DEVELOPER QUANTITIES	DEVELOPER'S COSTS	CITY QUANTITIES	MESA'S COSTS
1	Sawcut & Remove 300 LF x 6 LF of existing asphalt pavement at Pasadena; \$1,909 regrade and recompact existing ABC.	1	LS	\$1,909.00	\$1,909.00	0	\$0.00	1	\$1,909.00
2	Place 1800 SF of 3.5" AC over existing ABC	1	LS	\$3,840.00	\$3,840.00	0	\$0.00	1	\$3,840.00
SUBTOTAL STREETS:					\$5,749.00		\$0.00		\$5,749.00
TOTAL COSTS:					\$5,749.00	DEVELOPER'S COSTS	\$0.00	MESA'S COSTS	\$5,749.00