

WHEN RECORDED RETURN TO:

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

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF MESA
AND
BASELINE MESA, LLC AND HTG MESA, LLC**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2016, by and between BASELINE MESA, LLC, an Arizona limited liability company ("Owner") and HTG MESA, LLC, a Florida limited liability company ("Developer") and the CITY OF MESA, an Arizona municipal corporation ("City"). The City, the Developer and the Owner are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. Whereas, Owner owns approximately 52.4 acres of property located on the north side of the 8200 to 8600 blocks of East Baseline Road and legally described in Exhibit A and depicted in Exhibit B (the "Property") within the City of Mesa, AZ; and

B. Whereas, the original development agreement on the Property entered into between the City and GVSU-202/60, LLC, an Arizona limited liability company, dated August 24, 2009, and recorded on September 1, 2009, as Instrument No. 2009-0815250 in the Official Records of Maricopa County is being terminated by mutual consent; and

C. Whereas, the Owner has submitted an application to modify the existing Planned Area Development (PAD) for the Property, along with a Site Plan Review for the construction of multi-residence in the first phase of the development; and

D. Whereas, the Property is planned to be developed in three phases ("Phase 1", "Phase 2" and "Phase 3") as shown on Exhibit C. The land shown as Phase 1 on Exhibit C is referenced hereinafter as the "Phase 1 Property." The land shown as Phase 2 consisting of parcels 2a and 2b on Exhibit C is referenced hereinafter as the "Phase 2 Property." The land shown as Phase 3 on Exhibit C is referenced hereinafter as the "Phase 3 Property." This Agreement applies to all phases of development; and

E. Whereas, Owner has entered into a Purchase Agreement with Developer to develop the Phase 1 Property which is legally described on Exhibit D attached hereto; and

F. Whereas, Developer proposes to construct a 325 unit multi-residence development called "Aviva" on the Phase 1 Property (approximately 15.8 acres), which project details and parameters are set forth in City of Mesa Zoning Case No. Z16-004; and

G. 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 Phase 1 Property, the design, installation and/or construction of a traffic control device and associated equipment (hereinafter referred to as the "Traffic Signal") at the intersection of Baseline Road and Hawes Road; and

H. Whereas, development of the Property creates a fundamental need for the Traffic Signal from which the Property shall derive specific benefits; and

I. Whereas, the Traffic Signal is also required to promote the public interest and to ensure that Mesa's minimum standards for transportation, utility service, and infrastructure are maintained; and

J. Whereas, in order to ensure City's public improvement standards for transportation, utility service, and infrastructure are maintained, pursuant to City Code 9-6-4, Developer seeks Mesa's financial participation ("City Share") in the amount of one hundred thousand dollars (\$100,000) for reimbursement of costs incurred in connection with installing and constructing the Traffic Signal; and

K. Whereas, the Parties acknowledge that modifying the PAD on the Property will have planning and economic benefits to the City, the Owner and the Developer; and

L. Whereas, the Parties desire to enter into this Agreement for the purpose of determining phasing and construction of off-site improvements, providing for city share financing, placing design guidelines and restrictions on the allowable uses, 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, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto state, confirm and agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing Recitals are acknowledged by the Parties to be true and correct and the Recitals and Exhibits are hereby incorporated into this Agreement by reference as though fully restated.

2. Owner and Developer Duties and Obligations. Owner and Developer, and their successors and assigns, agree that the obligations set forth in this Agreement are covenants running with the land that are binding and enforceable upon the Owner, the Developer, and their successors and assigns.

3. Site Plan Review. All future site plans for each phase of development shall be processed in accordance with the City of Mesa Site Plan Review process. A public meeting shall be held in conjunction with each Site Plan Review request. In addition, the Sunland Village East Homeowner's Association shall be notified of any future public meetings regarding Site Plan Review at the following address:

Sunland Village East Homeowner's Association
2145 S. Farnsworth Dr.
Mesa, Arizona 85209

4. Amendments. Before approval of any proposed amendments to this Agreement, a public meeting shall be held. The Sunland Village East Homeowner's Association shall be notified of any future public meetings regarding amendments to this Agreement.

5. Development Phasing. Development of the Property is planned to occur in phases as shown on Exhibit C. Minor Modifications to the phasing plan may be approved by the Planning Director at his/her sole discretion.

6. High Quality Development. The Owner will provide architecturally designed, harmoniously and compatibly styled, and professionally landscaped, buildings, parking fields, and open spaces consistent with approved Zoning Cases Z14-021 and Z16-004.

7. Owner's Duties and Obligations.

7.1 Overall Site Development. Owner intends to construct, or cause to be constructed, a mixed-use development consisting of retail/commercial, single-family residential and multi-family residential uses.

7.2 Platting/Dedication – Phases 2 and 3. Preliminary plats shall be processed for the Phase 2 Property and the Phase 3 Property at the time of development, as approved by the City.

7.3 Emergency Access. Owner will provide an emergency access driveway, with a gate, across parcel 2a on Exhibit C. The emergency access driveway shall extend from parcel 218-63-262A in the Casa Mia subdivision to the parcel located east of 2a (218-57-006S). The access shall be approved with the preliminary plat for the Phase 2 Property.

7.4 Baseline Road Improvements – Phases 2 and 3.

7.4.1 Phase 2 Property. As part of the development of the Phase 2 Property, the Owner shall complete the following Baseline Road improvements:

7.4.1.1 Complete the construction of the North half of Baseline Road adjacent to the Phase 2 Property, including but not limited to the installation and construction of public utility mainlines (sewer/water), paving, landscaping, curb, gutter and sidewalks, and street lighting.

7.4.1.2 Install the median adjacent to the Phase 2 Property.

7.4.1.3 Install the Baseline Road bus pullout. The exact location of the bus pullout shall be determined by the City.

7.4.1.4 Install the westbound right turn lane at the northeast corner of Baseline Road and Hawes Road. If the Phase 3 Property is built before the Phase 2 Property, then the westbound right turn lane shall be constructed with the development of the Phase 3 Property.

7.4.2 Phase 3 Property. As part of the development of the Phase 3 Property, the Owner shall complete the following Baseline Road improvements:

7.4.2.1 Complete the construction of the North half of Baseline Road, adjacent to the Phase 3 Property, including but not limited to the installation and construction of public utility mainlines (sewer/water), paving, landscaping, curb, gutter and sidewalks, and street lighting.

7.4.2.2 Install the median adjacent to the Phase 3 Property. Owner shall not install any median openings along the Phase 3 Property frontage.

7.4.2.3 If the Phase 3 Property is developed before the Phase 2 Property, the Owner shall install the westbound right turn lane at the northeast corner of Baseline Road and Hawes Road as part of the development of the Phase 3 Property.

All of the Baseline Road improvements for Phases 2 and 3 constructed by Owner shall be (1) designed and constructed to meet all applicable codes for zoning, subdivision, building, safety requirements, and in accordance with all specifications, standards and engineering practices regularly applied by the City to such improvements within the City at the time of such installation and construction, (2) constructed in compliance with the plans and specifications approved by the City, and (3) shall require approval on behalf of the City by the City Development Services Director which herein shall include a delegee of the City Development Services Director.

7.5 Hawes Road Improvements.

7.5.1 Map of Dedication. As part of the development of the Phase 2 Property, Owner will engineer, map and dedicate right-of-way as determined by the City for Hawes Road.

7.5.2 If Phase 3 precedes Phase 2, Owner shall provide a map of dedication for Hawes Road to a point that includes the Phase 1 Property access drive, as part of the development of the Phase 3 Property. With the next phase of development, Owner shall provide a map of dedication for Hawes Road from the Phase 1 Property access drive to the northern terminus of Hawes Road in Parcel 2a as shown on Exhibit C.

7.5.3 Irrespective of the actual phasing of the development of the Property, the map of dedication for Hawes Road shall match the general alignment depicted on Exhibit C. Further, Owner will provide for access to the Phase 1 Property from Hawes Road as shown on Exhibit C. Finally, to the extent, if any, that the alignment of Hawes Road is adjusted when Owner prepares and submits a map of dedication, such adjustments are subject to the City's approval.

7.5.4 Completion of the Traffic Signal. Owner will complete construction of any remaining components of the Traffic Signal prior to the City's acceptance of any segment of Hawes Road.

7.5.5 Construction of Hawes – Phase 2. When Owner develops the Phase 2 Property, Owner shall fully construct, install and complete Hawes Road full street improvements from Baseline Road to a northern terminus in parcel 2a, as approved with the Phase 2 preliminary plat including but not limited to the installation and construction of public utility mainlines (sewer/water), paving, landscaping, curb, gutter and sidewalks, and street lighting.

7.5.5.1 If parcel 2b is developed independent of parcel 2a, the Hawes Road improvements may be terminated at the north boundary of parcel 2b. At such time as parcel 2a is developed, the remaining portion of Hawes Road shall be constructed.

7.5.6 Construction of Hawes – Phase 3. If the development of the Phase 3 Property precedes the development of the Phase 2 Property, Owner shall construct, install and complete the Hawes Road full street improvements, including but not limited to the installation and construction of public utility mainlines (sewer/water), paving, landscaping, curb, gutter and sidewalks, and street lighting. This extension of Hawes Road shall provide connection to the Phase 1 Property access drive shown on Exhibit C. Owner shall construct, install and complete the remainder of Hawes Road consistent with 7.5.5.

7.6 Design of Drive-Thrus. Any drive-thru facilities designed for this development shall be designed and located such that order boards or pick-up windows shall be placed and sufficiently screened to minimize visibility from Baseline Road.

7.7 Limitations on Uses. The various uses permitted on the Property shall be as set forth in this Agreement and as approved in Zoning Case No. Z16-004, as may be amended from time to time, by the Planning & Zoning Board and the City Council. Unless otherwise prohibited herein, the permitted uses are all those allowed uses as set forth in the City Code.

7.8 Prohibited Uses and Limitations on Uses. The uses listed below shall either be prohibited or limited as set forth in this section. To the extent there is disagreement between the parties as to whether a use is allowed or prohibited; such determination shall be submitted to the City's Zoning Administrator, who shall determine whether a proposed use is a prohibited use under this section of the Agreement.

7.8.1 Limitations.

7.8.1.1 Drive-Thrus. No more than one drive-thru restaurant is allowed on the Property, subject to the limitations set forth in Section 7.6 above.

7.8.1.2 Service Stations. Orientation of the buildings shall be approved by the Planning Director prior to approval of a Special Use Permit.

7.8.2 Prohibited Uses.

- 7.8.2.1 Automobile/Vehicle Repair, Major.
- 7.8.2.2 Mortuaries.
- 7.8.2.3 Tattoo parlors, body piercing, body piercing shops and
massage parlors.
- 7.8.2.4 Pawn shops.
- 7.8.2.5 Check cashing stores.
- 7.8.2.6 Sexually oriented businesses, adult pornographic
bookstores, novelty stores or establishments.
- 7.8.2.7 Self-service coin operated carwashes.
- 7.8.2.8 Social service facilities.
- 7.8.2.9 Swap marts or meets or similar outdoor sales operations.

In the event the Parties disagree as to whether a use is allowed, prohibited or subject to the limitations stated in this Section, the interpretation and application of this Section shall be the sole jurisdiction of the City Council.

8. Developer Duties and Obligations.

8.1 Phase 1 Property. Developer intends to construct, or cause to be constructed, a multi-family residential use on the Phase 1 Property as generally shown on the illustrative site plan ("Concept Site Plan") attached as Exhibit E.

8.2 Baseline Road Improvements – Phase 1. As part of the development of the Phase 1 Property, the Developer shall complete the following Baseline Road improvements.

8.2.1 Completion of the construction of the North half of Baseline Road adjacent to Phase 1 Property, including but not limited to the installation and construction of public utility mainlines (sewer/water), paving, landscaping, curb, gutter and sidewalks, and street lighting.

8.2.2 Install the median adjacent to Phase 1 Property extending approximately forty (40) feet beyond the western edge of the driveway that serves the office condos on the south side of Baseline Road.

8.2.3 Install a Traffic Signal at the intersection of Hawes Road and Baseline Road. Traffic Signal shall be designed to provide traffic control for the current intersection configuration.

All public improvements constructed by Developer shall be (1) designed and constructed to meet all applicable codes for zoning, subdivision, building, safety requirements, and in accordance with all specifications, standards and engineering practices regularly applied by the City to such improvements within the City at the time of such installation and construction, (2) constructed in compliance with the plans and specifications approved by the City, and (3) shall require approval on behalf of the City by the City Development Services Director which herein shall include a delegee of the City Development Services Director.

8.3 Hawes Road Improvements. Developer will not be required to construct the Hawes Road improvements. The Developer, however, agrees to the alignment of Hawes Road as shown on Exhibit C and agrees to dedicate any portion of Phase 1 Property that may be necessary to develop Hawes Road according to the illustrated alignment. Such dedication of the land for Hawes Road will occur when Hawes Road is developed.

8.4 Multi-Residence Development Guidelines and Requirements. Multi-residence development shall be of quality design, construction and amenities as set forth in the Design Booklet, which is part of Baseline Mixed Use PAD approved in Zoning Case No. Z14-021. The following design and development requirements shall be incorporated into the multi-family residential development.

8.4.1 The multi-residence development shall include all of the following amenities:

8.4.1.1 Community clubhouse, fitness center and business center facility;

8.4.1.2 A minimum of one (1) swimming pool. A shaded, poolside ramada shall be included within the pool area;

8.4.1.3 A minimum of one (1) covered parking for each residential unit.

8.4.2 A minimum of 15% of the total site area shall be provided in open space for the multi-residential development.

8.4.3 Certain Crime Prevention Through Environmental Design ("CPTED") standards shall be incorporated into the multi-residence portion of the development as approved by the City. The multi-residence development shall also participate in the Crime Free Multi-Housing program as administered by the City of Mesa Police Department. Appropriate CPTED standards, including but not limited to, the following:

8.4.3.1 Building entrances and stairwells will be centrally located and well lit.

8.4.3.2 Public gated entrances and doors into the project site will allow visibility through the wall or gate and will be key controlled by residents.

8.4.3.3 There will be windows or balconies located on each side of all buildings to provide visibility in each direction.

8.4.3.4 Parking areas will be visible to windows and doors of the multi-residence buildings.

8.4.3.5 Recreation areas will be located in highly visible regions of the property.

8.4.3.6 Landscaping such as boulders, shrubs, and walls adjacent to pedestrian routes except as necessary to screen utilities, trash enclosures and other similar features will be no more than three feet high and /or in a manner that allows clear visibility.

8.4.3.7 Dumpsters will not create blind spots or hiding places.

8.4.3.8 There will be dead bolt locks or a similar device on every exterior door.

8.4.3.9 All exterior doors or breezeways will be well lit at night and visible from the street and/or by other neighbors.

8.5 Solid Waste Services. Developer shall only utilize City of Mesa Solid Waste services unless the price of the City's Solid Waste services is ten percent (10%) or more than other solid waste service providers in the area.

8.6 Developer's City Share Duties and Obligations. The Developer has requested financial participation from the City in connection with the design, installation and/or construction of the Traffic Signal and agrees to abide by the Mesa City Share Financial Participation Program guidelines as well as all applicable laws governing City Share. The Developer agrees to the following:

8.6.1 To provide the City with copies of all invoices, lien releases, and proof-of-payment(s) with the formal written request for final City Share payment.

8.6.2 To accept financial responsibility for the Traffic Signal, other than City Share costs specifically assigned to the City as identified in this Agreement and Exhibit F ("Mesa Costs").

8.6.3 To bear all risk of loss, damage, or failure to the Traffic Signal until the City accepts the Traffic Signal.

8.6.4 To assign to the City, at the City's request, all of Developer's rights and privileges respecting warranty and maintenance of the Traffic Signal following the City's acceptance of the Traffic Signal.

8.6.5 To defend, indemnify, and hold harmless the City 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 Section 8.6.

8.6.6 Developer is only eligible to receive City Share funding if the Developer obtains a

permit to construct the Traffic Signal within eighteen months from execution of the Agreement.

9. City's Duties and Obligations.

9.1 City Share. The City Agrees to the following:

9.1.1 To accept financial responsibility for City Share in only those costs for items identified in Exhibit G, Mesa Costs. In no event shall the City's actual expenditure be more than one hundred thousand dollars (\$100,000). All other costs and liabilities known and unknown shall remain that of Developer.

9.1.2 To remit final City Share payment to Developer within ninety (90) days of the City's approval and acceptance of the Traffic Signal and receipt of Developer's invoices, lien releases, and proof-of-payment(s). Acceptance occurs upon the City's final inspection and approval of the Traffic Signal. If final invoices, lien releases, and proof-of-payment(s) are not received within one year of acceptance by the City, the Developer waives all rights to payment of Mesa Costs.

9.1.3 To assume ownership of the Traffic Signal and to control and maintain same as a part of the City's facilities, after completion and acceptance.

10. General Provisions.

10.1 Term. This Agreement shall become effective on the date this Agreement is recorded and shall continue in full force and shall automatically terminate upon the earlier of: (i) termination by the mutual written consent of the Parties, (ii) or twenty (20) years from the recorded date of this Agreement.

10.2 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.

10.3 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: Baseline Mesa, LLC
777 41st Street, Suite 400
Miami Beach, FL 33140
Attention: Ms. Orli Teitelbaum
Phone: 305-532-4355, Ext. 103
Fax: 305-538-0670

With copy to: Gammage & Burnham PLC
2 N. Central Ave., 15th Floor
Phoenix, AZ 85004
Attention: Susan E. Demmitt
Phone: 602-256-4456
Fax: 602-256-4475

Developer: HTG Mesa, LLC
3225 Aviation Avenue, Suite 602
Coconut Grove, Florida 33133
Attention: Mr. Matthew Rieger
Telephone: (305) 856-8700
Facsimile: (305) 856-1475

With copy to: Gammage & Burnham PLC
2 N. Central Ave., 15th Floor
Phoenix, AZ 85004
Attention: Susan E. Demmitt
Phone: 602-256-4456
Fax: 602-256-4475

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.

10.4 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.

10.5 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.

10.5.1 Nothing contained in Section 10.5 is intended to limit the City's right to declare a default or terminate all City Share obligations immediately in the event any act or omission by Developer or its contractor in connection with the design, installation and/or construction of the Traffic Signal poses an unreasonable risk of harm or liability to the City or the public.

10.6 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, or a duly formed and legally valid existing entity under the laws of the State of Florida with respect to Developer, 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.

10.7 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.

10.7.1 With regard to the design, installation and/or construction of the Traffic Signal, Developer may not assign its interests hereunder to any successor-in-interest without the prior written consent of the City, 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 with respect to the design, installation and/or construction of the Traffic Signal.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 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.

10.13 Conflict of Interest. Pursuant to A.R.S. § 38-503 and A.R.S. § 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.

10.14 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 |
| Exhibit C: | Phasing Diagram of the Property |
| Exhibit D: | Legal Description of the Phase 1 Property |
| Exhibit E: | Conceptual Site Plan |
| Exhibit F: | Mesa Costs |

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

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

10.16 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.

10.17 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.

10.18 E-Verify. To the extent applicable under A.R.S. § 41-4401 and A.R.S. § 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.

10.19 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 Development Agreement as of the date first set forth above:

“CITY”

CITY OF MESA, an Arizona municipal corporation

By: _____
Christopher J. Brady, City Manager

Date: _____

ATTEST:

Dee Ann Mickelsen, City Clerk

APPROVED AS TO FORM:

James N. Smith, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument entitled DEVELOPMENT AGREEMENT consisting of _____ total pages was acknowledged before me this ____ day of _____, 2016, by Christopher J. Brady, the City Manager for the CITY OF MESA, an Arizona municipal corporation, who acknowledged that he signed the foregoing instrument on behalf of the City of Mesa.

Notary Public

My Commission Expires:

"OWNER"

Baseline Mesa LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument entitled DEVELOPMENT AGREEMENT consisting of _____ total pages was acknowledged before me, the undersigned notary, this ____ day of _____, 2016, by _____, who acknowledged that he/she signed the foregoing instrument on behalf of the company.

Notary Public

My Commission Expires:

"DEVELOPER"

HTG Mesa, LLC,
a Florida limited liability company

By: _____
Matthew Rieger, Manager

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument entitled DEVELOPMENT AGREEMENT consisting of _____ total pages was acknowledged before me, the undersigned notary, this ____ day of _____, 2016, by Matthew Rieger, who acknowledged that he signed the foregoing instrument on behalf of the company.

Notary Public

My Commission Expires:

EXHIBIT “A”
(Legal Description)

[To be Attached]

EXHIBIT "A"

Parcel No. 1:

A portion of the Southeast quarter of Section 32, Township 1 North, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of Section 32;

Thence North 89 degrees 29 minutes 34 seconds West, along the South line of Section 32, a distance of 380.00 feet to the True Point of Beginning;

Thence North 00 degrees 08 minutes 00 seconds East, a distance of 756.44 feet;

Thence North 89 degrees 29 minutes 34 seconds West, a distance of 315.00 feet;

Thence South 00 degrees 08 minutes 00 seconds West, a distance of 756.44 feet to a point on the South line of said Section 32;

Thence South 89 degrees 29 minutes 34 seconds East, a distance of 315.00 feet to the True Point of Beginning;

EXCEPT the South 65.00 feet thereof, the North 25.00 feet of the South 65.00 feet, having been conveyed in Fee to the City of Mesa for Public Street purposes in Warranty Deed recorded July 19, 1995, as Document No. 95-0419658, the remainder of the South 65.00 feet, originally conveyed as an easement to Maricopa County for highway purposes in Docket 2779, page 518, is now considered to be fee title by operation of Law by reason of the acquisition by the City of Mesa recorded in Document No. 95-0419658 and any portion lying within the property described in that certain Deed to the State of Arizona, Department of Transportation, recorded January 7, 2003 in Recording No. 2003-15762.

EXCEPT 1/16th of all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizers of every name and description and except all materials which may be essential to the production of fissionable material as reserved in Arizona revised statutes.

Parcel No. 2:

A portion of the Southeast quarter of Section 32, Township 1 North, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of Section 32;

Thence along the South line of said Section 32 North 89 degrees 29 minutes 34 seconds West 315.00 feet;

Thence North 00 degrees 08 minutes 00 seconds East, 756.44 feet;

Thence South 89 degrees 29 minutes 34 seconds East, 315.00 feet to the East line of said Section 32;

Thence along said East line, South 00 degrees 08 minutes 00 seconds West, 756.44 feet to the Point of Beginning.

EXCEPT the South 65.00 feet thereof, the North 25.00 feet of the South 65.00 feet, having been conveyed in Fee to the City of Mesa for Public Street purposes in Warranty Deed recorded July 19, 1995, as Document NO. 95-0419658, the remainder of the South 65.00 feet, originally conveyed as an easement to Maricopa County for highway purposes in Docket 2779, page 518, is now considered to be fee title by operation of law by reason of the acquisition by the City of Mesa recorded in Document No. 95-0419658.

EXCEPTING Beginning at said Southeast corner of Section 32;

Thence along the South line of said Section 32, North 89 degrees 29 minutes 34 seconds West 65.00 feet;

Thence North 00 degrees 08 minutes 00 seconds East 756.44 feet;

Thence South 89 degrees 29 minutes 34 seconds East 65.00 feet to the East line of said Section 32;

Thence South 00 degrees 08 minutes 00 seconds West 756.44 feet to the Point of Beginning; and

Except all oil, gases, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231 ARS.

Parcel No. 3:

The Westerly 65.00 feet of the following described property:

That portion of the Southeast quarter of Section 32, Township 1 North, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of said Section 32;

Thence along the South line of said Section 32, North 89 degrees 29 minutes 34 seconds West 65.00 feet to the Point of Beginning;

Thence continuing North 89 degrees 29 minutes 34 seconds West 315.00 feet;

Thence North 00 degrees 08 minutes 00 seconds East 756.44 feet;

Thence South 89 degrees 29 minutes 34 seconds East 315.00 feet to the East right of way of Hawes Road;

Thence along said East right of way line South 00 degrees 08 minutes 00 seconds West 756.44 feet to the Point of Beginning.

EXCEPT the South 65.00 feet thereof, the North 25.00 feet of the South 65.00 feet, having been conveyed in Fee to the City of Mesa for Public Street purposes in Warranty Deed recorded July 19, 1995, as Document No. 95-0419658, the remainder of the South 65.00 feet, originally conveyed as an easement to Maricopa County for highway purposes in Docket 2779, page 518, is now considered to be fee title by operation of Law by reason of the acquisition by the City of Mesa recorded in Document No. 95-0419658.

EXCEPT all oil, gases, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231 ARS.

Parcel No. 4:

A portion of the East half of the Southeast quarter of Section 32, Township 1 North, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of said Section 32, from which the Southeast corner of said Section 32 bears South 00 degrees 08 minutes 00 seconds West, a distance of 2518.65 feet;

Thence South 00 degrees 08 minutes 00 seconds West, along the East line of the Southeast quarter, a distance of 1213.07 feet to the POINT OF BEGINNING;

Thence continuing South 00 degrees 08 minutes 00 seconds West, a distance of 1240.58 feet to the North right-of-way line of Baseline Road;

Thence North 89 degrees 35 minutes 45 seconds West, along said right-of-way line, a distance of 65.00 feet;

Thence departing said right-of-way line, North 00 degrees 08 minutes 00 seconds East, a distance of 691.44 feet;

Thence North 89 degrees 35 minutes 46 seconds West, a distance of 630.00 feet;

Thence South 00 degrees 08 minutes 00 seconds West, a distance of 691.44 feet to a point on the North right-of-way line of Baseline Road;

Thence North 89 degrees 35 minutes 46 seconds West, along said right-of-way line, being 65.00 feet North of the South line of the Southeast quarter of said Section 32, a distance of 630.19 feet to a point on the West line of the East half of the Southeast quarter of said Section 32;

Thence North 00 degrees 04 minutes 06 seconds East, along said West line, a distance of 1240.59 feet;

Thence South 89 degrees 35 minutes 46 seconds East, a distance of 1326.60 feet to the POINT OF BEGINNING.

EXCEPT the South 65.00 feet thereof, the North 25.00 feet of the South 65.00 feet, having been conveyed in fee to the City of Mesa for public street purposes in Warranty Deed recorded July 19, 1995, as Document No. 95-0419658, the remainder of the South 65.00 feet, originally conveyed as an easement to Maricopa County for highway purposes in Docket 2779, page 518, is now considered to be fee title by operation of law by reason of the acquisition by the City of Mesa recorded in Document No. 95-0419658 and any portion lying within the property described in that certain Deed to the State of Arizona, Department of Transportation, recorded January 7, 2003, in Recording No. 2003-15762.

EXCEPT all oil, gas, other hydrocarbon substances, helium, or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and descriptions and except all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable material whether or not of commercial value, as set forth in Section 37-231, ARS.

Parcel No. 5:

A portion of the East half of the Southeast quarter of Section 32, Township 1 North, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of said Section 32, from which the Southeast corner of said Section 32 bears South 00 degrees 08 minutes 00 seconds West, a distance of 2518.65 feet;

Thence South 00 degrees 08 minutes 00 seconds West, along the East line of said Section 32, a distance of 450.00 feet to a point on the South line of the ADOT right-of-way as described in Document No. 2003-0015762, records of Maricopa County, Arizona;

Thence North 89 degrees 52 minutes 00 seconds West, along said right-of-way, a distance of 65.00 feet;

Thence North 05 degrees 23 minutes 43 seconds West, along said right-of-way, a distance of 135.59 feet;

Thence North 77 degrees 58 minutes 05 seconds West, along said right-of-way line, a distance of 612.84 feet to the POINT OF BEGINNING;

Thence departing said right-of-way line, South 00 degrees 30 minutes 26 seconds West, a distance of 913.77 feet;

Thence North 89 degrees 35 minutes 46 seconds West, a distance of 650.01 feet to a point on the West line of the East half of the Southeast quarter of said Section 32;

Thence North 00 degrees 04 minutes 06 seconds East, along said West line, a distance of 1035.15 feet to a point on the South line of the ADOT right-of-way as described in Document No. 2003-0015762, records of Maricopa County, Arizona;

Thence South 83 degrees 07 minutes 31 seconds East, along said right-of-way line, a distance of 136.48 feet;

Thence South 77 degrees 58 minutes 05 seconds East, along said right-of-way line, a distance of 525.91 feet to the POINT OF BEGINNING.

Parcel No. 6:

Non-Exclusive easements for sewer line, fire line, vehicular and pedestrian ingress and egress and private utility as created in Reciprocal Easement and Maintenance Agreement dated February 16, 2007 and recorded April 16, 2007 in Recording No. 2007-0442547.

END OF EXHIBIT "A"

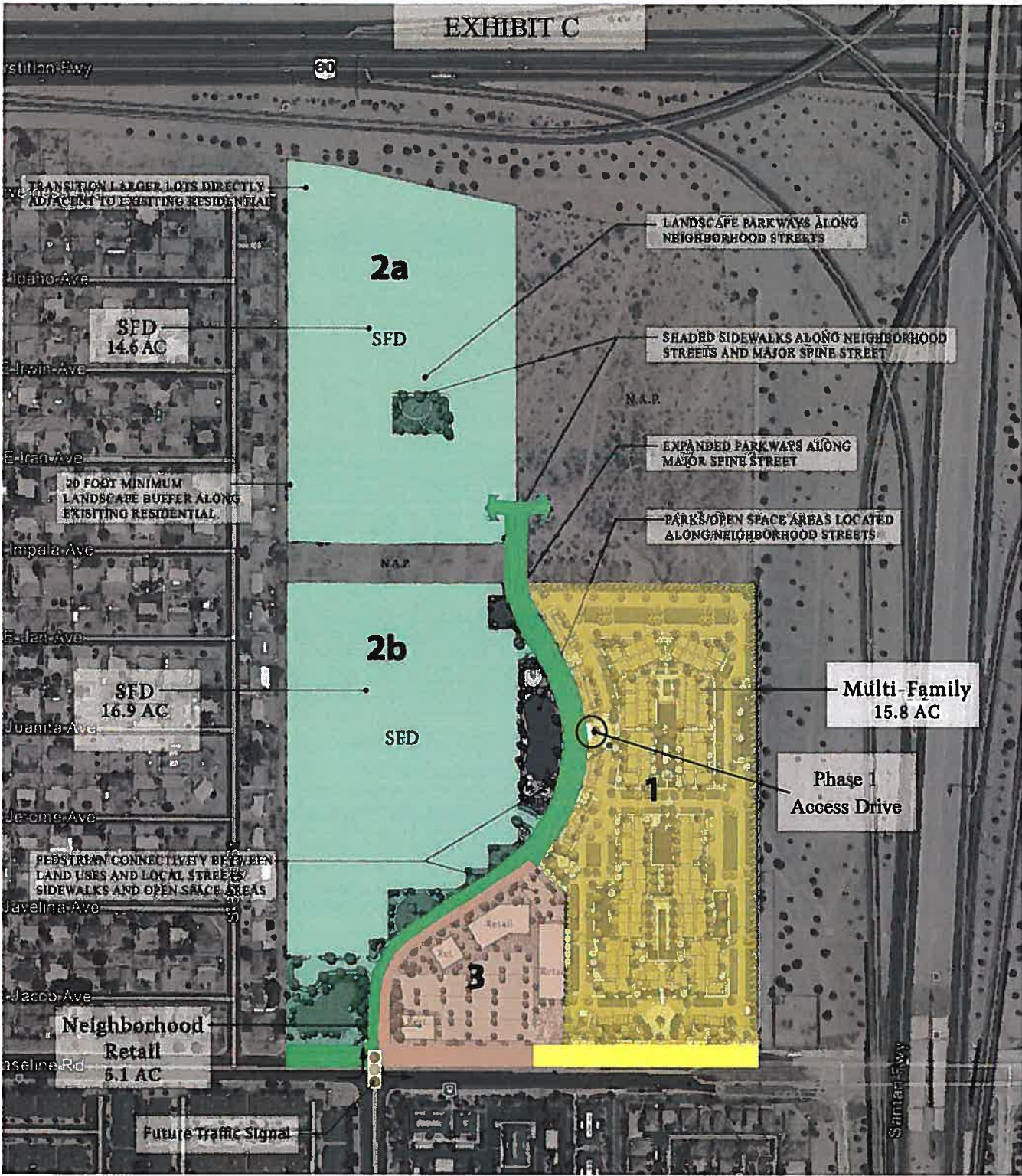


Exhibit B

Map Created: 4/28/2016



EXHIBIT C



PHASE 1

PHASE 2

PHASE 3

"EXHIBIT D"

AVIVA PHASE 1 & 2 LEGAL DESCRIPTION

A portion of land being situated within the Southeast quarter of Section 32, Township 1 North, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3" A.D.O.T. brass cap in concrete accepted as the Southeast corner of said Section 32 from which a found Maricopa County Highway Department brass cap in hand hole accepted as the South quarter corner thereof bears North 89°35'46" West, 2650.27 feet;

Thence along the east line of said Southeast quarter, North 00°08'00" East, 65.00 feet to a found 3-1/2 inch A.D.O.T. aluminum cap accepted as the intersection of said east line and the northerly right-of-way line of Baseline Road, to the **POINT OF BEGINNING**;

Thence leaving said east line and along said northerly right-of-way line, North 89°35'46" West, 554.00 feet;

Thence leaving said northerly right-of-way line, North 00°00'00" East, 397.73 feet;

Thence North 44°13'35" West, 119.94 feet, to a non-tangent curve, concave westerly, having a radius of 467.00 feet, the center of which bears North 43°52'13" West;

Thence northerly along said curve, through a central angle of 78°06'14", an arc length of 636.60 feet to a tangent line;

Thence North 31°58'26" West, 204.99 feet to the southerly line of the property as described in the Special Warranty Deed, as recorded in Document No. 2015-0123103, Maricopa County Records, Arizona;

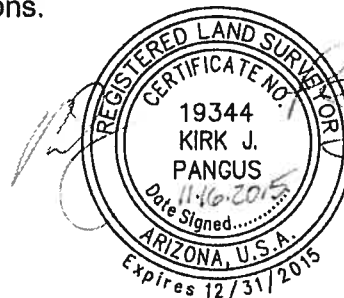
Thence along said southerly line, South 89°35'46" East, 676.59 feet to the east line of said Southeast quarter;

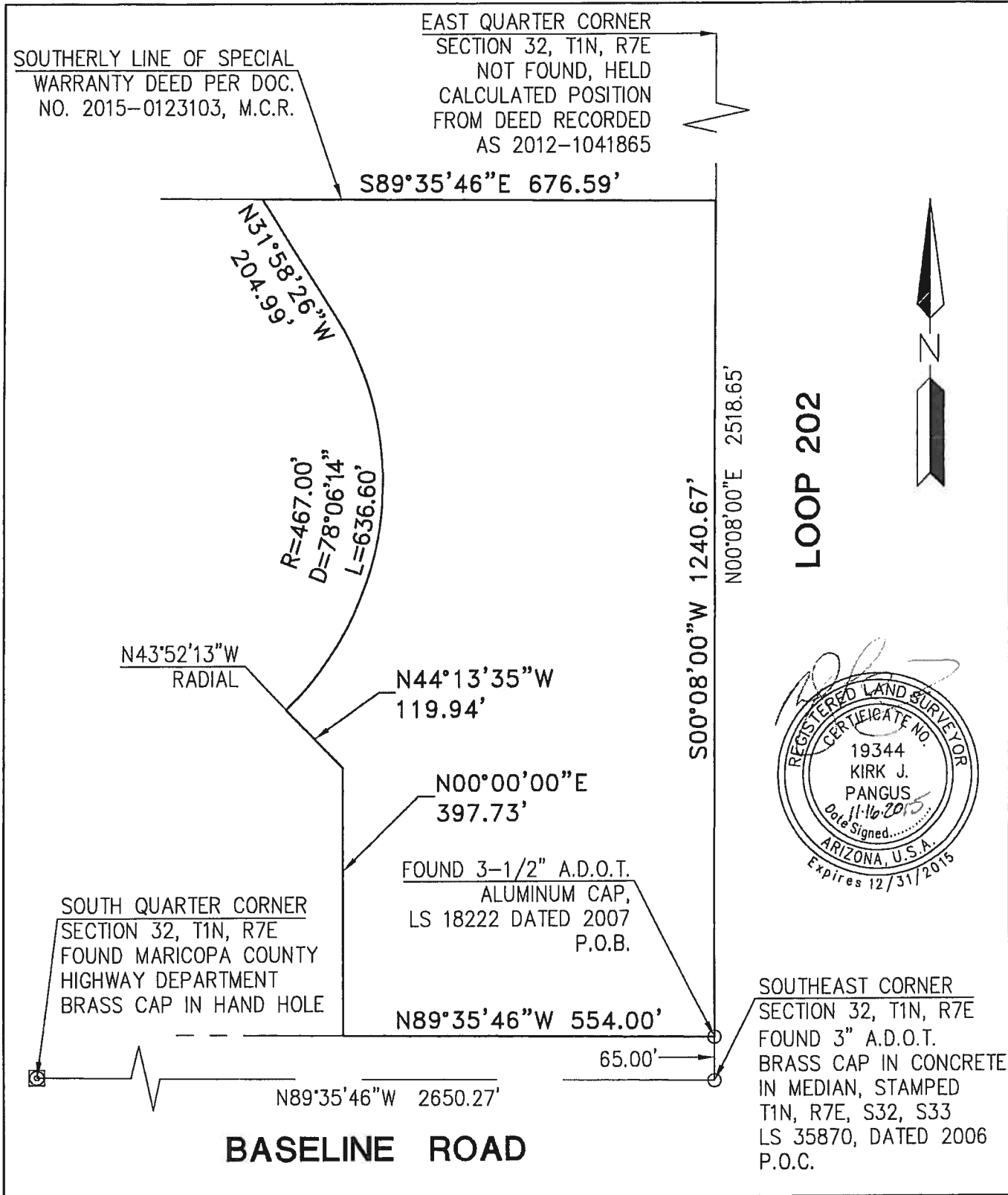
Thence leaving said southerly line and along said east line, South 00°08'00" West, 1240.67 feet to the **POINT OF BEGINNING**.


The above described parcel contains a computed area of 689,773 sq. ft. (15.835 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

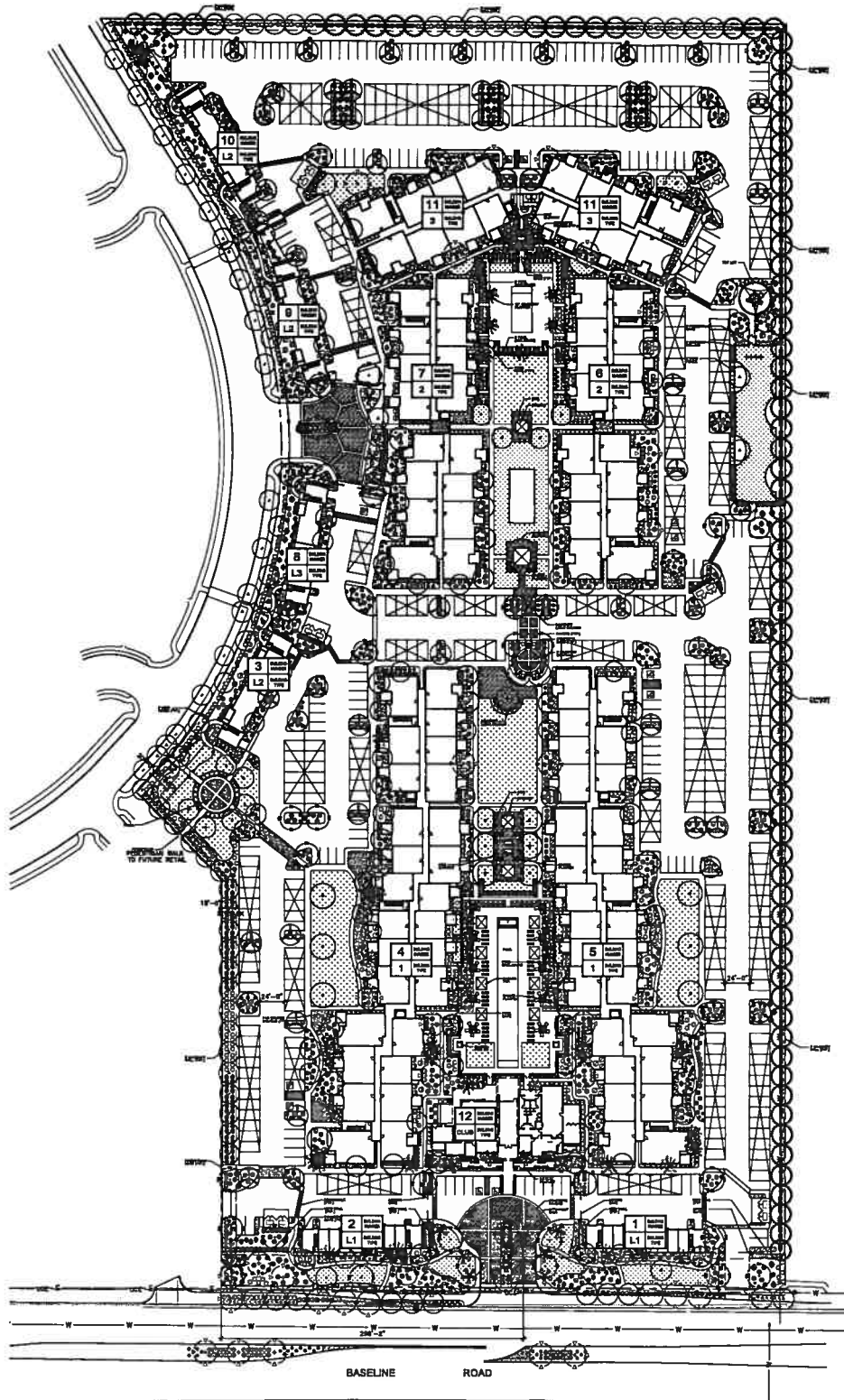
Prepared by: HILGARTWISON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1516
Date: November 16, 2015





PROJ.NO.: 1516	AVIVA - PHASE 1 & 2	<div> HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436</div>
DATE: 11/02/15	N.W.C. OF BASELINE ROAD & LOOP 202	
SCALE: N.T.S.	MESA, ARIZONA	
DRAWN BY: JDL	EXHIBIT	
CHECKED BY: KJP		

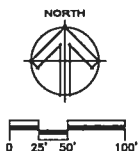
"EXHIBIT E"



OVERALL LANDSCAPE PLAN

NOTE: SEE SHEET PL 2.3 FOR PLANT LEGEND.

1" = 50' - 0"



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PL 1.1

NO.	DATE	BY	CHKD	DESCRIPTION
1	06.11.2014	PL	PL	PL 1.1
2	07.11.2014	PL	PL	PL 1.1
3	07.11.2014	PL	PL	PL 1.1
4	07.11.2014	PL	PL	PL 1.1
5	07.11.2014	PL	PL	PL 1.1
6	07.11.2014	PL	PL	PL 1.1
7	07.11.2014	PL	PL	PL 1.1
8	07.11.2014	PL	PL	PL 1.1
9	07.11.2014	PL	PL	PL 1.1
10	07.11.2014	PL	PL	PL 1.1
11	07.11.2014	PL	PL	PL 1.1
12	07.11.2014	PL	PL	PL 1.1
13	07.11.2014	PL	PL	PL 1.1
14	07.11.2014	PL	PL	PL 1.1
15	07.11.2014	PL	PL	PL 1.1
16	07.11.2014	PL	PL	PL 1.1
17	07.11.2014	PL	PL	PL 1.1
18	07.11.2014	PL	PL	PL 1.1
19	07.11.2014	PL	PL	PL 1.1
20	07.11.2014	PL	PL	PL 1.1
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22	07.11.2014	PL	PL	PL 1.1
23	07.11.2014	PL	PL	PL 1.1
24	07.11.2014	PL	PL	PL 1.1
25	07.11.2014	PL	PL	PL 1.1
26	07.11.2014	PL	PL	PL 1.1
27	07.11.2014	PL	PL	PL 1.1
28	07.11.2014	PL	PL	PL 1.1
29	07.11.2014	PL	PL	PL 1.1
30	07.11.2014	PL	PL	PL 1.1
31	07.11.2014	PL	PL	PL 1.1
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55	07.11.2014	PL	PL	PL 1.1
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95	07.11.2014	PL	PL	PL 1.1
96	07.11.2014	PL	PL	PL 1.1
97	07.11.2014	PL	PL	PL 1.1
98	07.11.2014	PL	PL	PL 1.1
99	07.11.2014	PL	PL	PL 1.1
100	07.11.2014	PL	PL	PL 1.1

Aviva I (HTG Mesa)
East of the Santan Freeway on Baseline Road
Mesa, Arizona

Housing Trust Group, LLC
3225 Aviation Avenue Suite 602 Coconut Grove, FL 33133



Billform Landscape
Architecture Group
11448 San Juan Drive, Suite 100, San Juan, AZ 85075
Phone: 480.486.1144
Email: design@billform.com

billform
landscape
architecture

EXHIBIT F

CITY SHARE ESTIMATE - PUBLIC IMPROVEMENTS ASSIGNED TO CITY OF MESA - EXHIBIT "F"				
DEVELOPMENT AND SUSTAINABILITY DEPARTMENT				
	DEVELOPER:	HTG Mesa, LLC		
	Attention:	Matthew Rieger		
	Address:	3225 Aviation Avenue, Suite 602		
	City, State, Zip:	Coconut Grove, Florida 33133		
	Phone No.:	(305)856-8700		
	Fax No.:	(305)856-1475		
	CITY SHARE PROJECT TITLE:	BASELINE MESA		
TRAFFIC SIGNAL		QUANTITY		UNIT PRICE
1	Traffic Signal Improvements for the Intersection of Hawes Road and Baseline Road	1	LS	\$100,000.00
SUBTOTAL TRAFFIC SIGNAL:				\$100,000.00
MESA'S COST:				\$100,000.00