

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 *Pulte Home Corporation, a Michigan Corporation*, hereinafter referred to as Developer.

RECITALS:

Whereas, Developer intends to develop certain real property known as *Bella Via - Parcel 12 and 15* located at *5261 South Signal Butte Road*, Mesa, Arizona, as a *residential subdivision*, 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 Mesa approved engineering drawing(s) A#177450 through A#177469, 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 Mesa approved engineering drawing(s) A#177450 through A#177469 and specifically assigned to Developer as identified in 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 Mesa approved engineering drawing(s) A#177450 through A#177469 and specifically assigned to Mesa as identified in 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: Pulte Home Corp.
16767 N. Perimeter Dr., Suite 100
Scottsdale, AZ 85260
Attn: Phillip Turner

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 _____, 2016, 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

James N. Smith, City Attorney

EXHIBIT A

Wood, Patel & Associates, Inc.
(480) 834-3300
www.woodpatel.com

March 9, 2015
WP #144131
Page 1 of 4
See Exhibit "A"

PARCEL DESCRIPTION Bella Via - Parcel 12

A portion of Parcel 12 and Parcel 14 of Mountain Horizons Phase 2, as shown on Final Plat recorded in Book 873, page 7, Maricopa County Records (M.C.R.), and a portion of Mountain Horizons Unit 13, as shown on Final Plat recorded in Book 935, page 10, M.C.R., all lying within the northwest quarter of Section 25, Township 1 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northwest corner of said Section 25, a 3 1/2-inch Maricopa County brass cap flush stamped T1S R7E S23 S24 S25 S26 RLS 36563 2012, from which the west quarter corner of said section, a 2-inch Maricopa County aluminum cap flush stamped S25 S26 T1S R7E RLS 36563, bears South 00°43'30" East (basis of bearing), a distance of 2644.07 feet;

THENCE along the west line of said section, South 00°43'30" East, a distance of 781.19 feet,

THENCE leaving said west line, North 89°16'30" East, a distance of 65.00 feet, to the easterly right-of-way line of South Signal Butte Road, as shown on said Mountain Horizons Phase 2 Final Plat, the southwest corner of Bella Via – Parcel 11A Re-plat, recorded in Book 1165, page 40, M.C.R. and the **POINT OF BEGINNING**;

THENCE leaving said easterly right-of-way line, along the southerly line of said Bella Via – Parcel 11A, North 89°16'35" East, a distance of 159.84 feet;

THENCE North 86°31'24" East, a distance of 123.71 feet;

THENCE North 81°35'14" East, a distance of 64.27 feet;

THENCE North 81°26'13" East, a distance of 64.15 feet;

THENCE North 78°50'34" East, a distance of 64.15 feet;

THENCE North 76°08'24" East, a distance of 64.15 feet;

THENCE North 73°39'17" East, a distance of 46.91 feet;

THENCE North 75°09'50" East, a distance of 34.09 feet;

THENCE North 73°09'54" East, a distance of 54.07 feet;

THENCE North 71°09'58" East, a distance of 54.07 feet;

THENCE North 69°10'02" East, a distance of 54.07 feet;

THENCE North 67°11'01" East, a distance of 53.68 feet;

THENCE North 66°21'51" East, a distance of 50.00 feet;

THENCE North 57°02'52" East, a distance of 93.22 feet;

THENCE South 84°23'27" East, a distance of 12.86 feet, to the westerly right-of way line of South Via Toscano, as shown on said Mountain Horizons Unit 13 Final Plat, and a point of intersection with a non-tangent curve;

THENCE leaving said southerly line, along said westerly right-of-way line, southerly along said curve, having a radius of 525.00 feet, concave easterly, whose radius bears South 84°23'22" East, through a central angle of 27°19'45", a distance of 250.42 feet, to the curve's end;

Parcel Description
Bella Via - Parcel 12

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See Exhibit "A"

THENCE South 21°43'07" East, a distance of 196.05 feet, to the westerly line of Bella Via – Parcel 13, recorded in Book 1177, page 14, M.C.R.;

THENCE leaving said westerly right-of-way line, continuing along said westerly line, South 21°43'07" East, a distance of 136.08 feet, to the beginning of a curve;

THENCE southwesterly along said curve, having a radius of 15.00 feet, concave northwesterly, through a central angle of 90°56'27", a distance of 23.81 feet, to a point of reverse curvature;

THENCE westerly along said curve, having a radius of 2699.75 feet, concave southerly, through a central angle of 00°55'38", a distance of 43.69 feet, to the curve's end;

THENCE South 68°17'43" West, a distance of 38.08 feet;

THENCE South 21°42'17" East, a distance of 50.01 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 15.00 feet, concave easterly, whose radius bears South 23°36'54" East, through a central angle of 88°05'23", a distance of 23.06 feet, to the curve's end;

THENCE South 21°42'17" East, a distance of 520.60 feet, to the northerly line of Bella Via – Parcel 14, recorded in Book 1212, page 14, M.C.R.;

THENCE leaving said westerly line, along said northerly line, South 68°17'43" West, a distance of 50.00 feet, to a point of intersection with a non-tangent curve;

THENCE southwesterly along said curve, having a radius of 15.00 feet, concave northwesterly, whose radius bears South 68°17'43" West, through a central angle of 90°00'00", a distance of 23.56 feet, to the curve's end;

THENCE South 68°17'43" West, a distance of 68.30 feet, to the beginning of a curve;

THENCE continuing along said northerly line and the westerly prolongation thereof, westerly along said curve, having a radius of 2637.80 feet, concave northerly, through a central angle of 01°00'52", a distance of 46.70 feet, to a point of intersection with a non-tangent line;

THENCE North 21°42'17" West, a distance of 125.16 feet;

THENCE South 70°00'10" West, a distance of 54.30 feet;

THENCE South 71°11'37" West, a distance of 52.22 feet;

THENCE South 72°23'04" West, a distance of 52.22 feet;

THENCE South 73°34'31" West, a distance of 52.22 feet;

THENCE South 74°45'59" West, a distance of 52.22 feet;

THENCE South 75°57'26" West, a distance of 52.22 feet;

THENCE South 77°08'53" West, a distance of 52.22 feet;

THENCE South 78°47'26" West, a distance of 92.80 feet;

THENCE South 80°29'44" West, a distance of 55.75 feet;

THENCE South 81°45'52" West, a distance of 55.56 feet;

THENCE South 83°01'53" West, a distance of 55.56 feet;

THENCE South 84°17'54" West, a distance of 55.56 feet;

THENCE South 85°33'54" West, a distance of 55.56 feet;

THENCE South 86°49'55" West, a distance of 68.95 feet;

THENCE North 00°43'34" West, a distance of 110.84 feet;

THENCE South 87°42'46" West, a distance of 50.02 feet;

THENCE South 89°16'30" West, a distance of 129.85 feet;

THENCE North 90°00'00" West, a distance of 40.00 feet, to said westerly right-of-way line of South Signal Butte Road;

Parcel Description
Bella Via - Parcel 12

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See Exhibit "A"

THENCE along said westerly-right-of-way line, North 00°43'30" West, a distance of 948.51 feet, to the **POINT OF BEGINNING**.

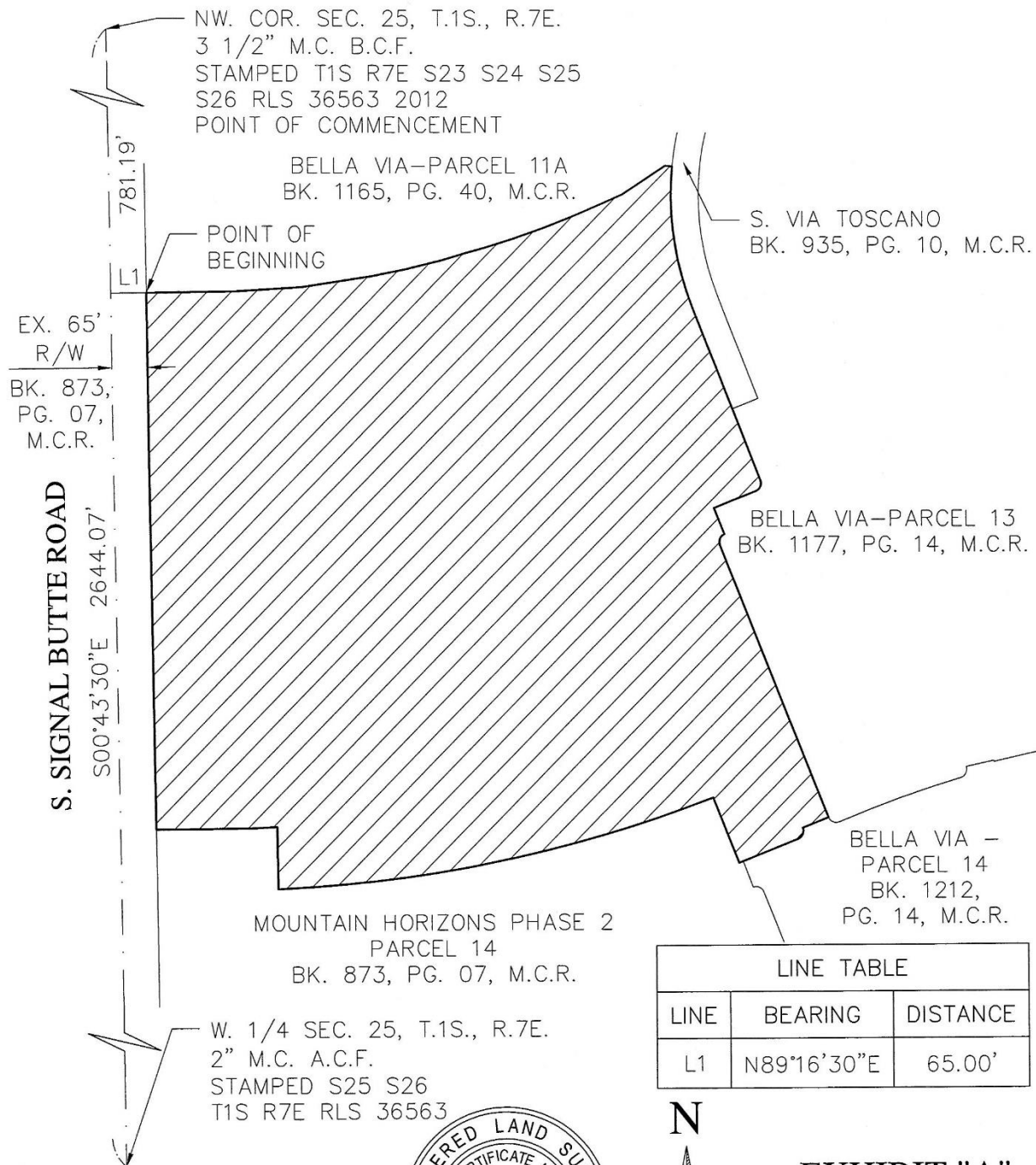
Containing 26.1401 acres, or 1,138,663 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Mountain Horizons Phase 2 Final Plat, recorded in Book 873, page 7, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2014 Parcel Descriptions\144131 Bella Via Parcel 12 L01 03-09-15.doc





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°16'30"E	65.00'

WOOD/PATEL
 MISSION: CLIENT SERVICE™
 (480) 834-3300
 WWW.WOODPATEL.COM
 PHOENIX - MESA - TUCSON



EXHIBIT "A"
 BELLA VIA - PARCEL 12
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 NOT TO SCALE
 N: \2014\144131\Survey\
 Legal\4131L01.DWG

PARCEL DESCRIPTION
Bella Via – Parcel 15

A portion of Parcel 14 of Mountain Horizons Phase 2, as shown on Final Plat recorded in Book 873, page 7, Maricopa County Records (M.C.R.), lying within the northwest quarter of Section 25, Township 1 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 25, a 2-inch Maricopa County aluminum cap flush stamped S25 S26 T1S R7E RLS 36563, from which the northwest corner of said section, a 3 1/2-inch Maricopa County brass cap flush stamped T1S R7E S23 S24 S25 S26 RLS 36563 2012, bears North 00°43'30" West (basis of bearing), a distance of 2,644.07 feet;

THENCE along the east-west mid-section line of said section, South 89°40'37" East, a distance of 65.01 feet, to the east right-of-way line of South Signal Butte Road, as shown on said Mountain Horizons Phase 2 Final Plat and the **POINT OF BEGINNING**;

THENCE along said east right-of-way line, North 00°43'30" West, a distance of 915.56 feet, to the southwest corner of Bella Via – Parcel 12, as shown on Final Plat recorded in Book 1252, page 3, M.C.R.;

THENCE leaving said east right-of-way line, along the southerly line of said Bella Via – Parcel 12, North 90°00'00" East, a distance of 40.00 feet;

THENCE North 89°16'30" East, a distance of 129.85 feet;

THENCE North 87°42'46" East, a distance of 50.02 feet;

THENCE South 00°43'34" East, a distance of 110.84 feet;

THENCE North 86°49'55" East, a distance of 68.95 feet;

THENCE North 85°33'54" East, a distance of 55.56 feet;

THENCE North 84°17'54" East, a distance of 55.56 feet;

THENCE North 83°01'53" East, a distance of 55.56 feet;

THENCE North 81°45'52" East, a distance of 55.56 feet;

THENCE North 80°29'44" East, a distance of 55.75 feet;

THENCE North 78°47'26" East, a distance of 92.80 feet;

THENCE North 77°08'53" East, a distance of 52.22 feet;

THENCE North 75°57'26" East, a distance of 52.22 feet;

THENCE North 74°45'59" East, a distance of 52.22 feet;

THENCE North 73°34'31" East, a distance of 52.22 feet;

THENCE North 72°23'04" East, a distance of 52.22 feet;

THENCE North 71°11'37" East, a distance of 52.22 feet;

THENCE North 70°00'10" East, a distance of 54.30 feet;

THENCE South 21°42'17" East, a distance of 125.16 feet;

Parcel Description
Bella Via – Parcel 15

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See Exhibit "A"

THENCE Easterly, along a non-tangent curve to the left, whose radius bears North 20°41'26" West a distance of 2,637.80 feet, having a central angle of 00°09'58", a distance of 7.65 feet, to the westerly most northwest corner of Bella Via – Parcel 14, as shown on Final Plat recorded in Book 1212, page 14, M.C.R.;
THENCE leaving said southerly line, along the westerly line of said Bella Via – Parcel 14, South 20°51'24" East, a distance of 50.00 feet;
THENCE Southeasterly, along a non-tangent curve to the right, whose radius bears South 20°51'24" East a distance of 15.00 feet, having a central angle of 89°09'07", a distance of 23.34 feet;
THENCE South 21°42'17" East, a distance of 220.32 feet;
THENCE Southwesterly, along a curve to the right, having a radius of 15.00 feet, a central angle of 90°47'03", a distance of 23.77 feet;
THENCE South 20°55'14" East, a distance of 50.00 feet;
THENCE Easterly, along a non-tangent curve to the left, whose radius bears North 20°55'15" West a distance of 2,988.10 feet, having a central angle of 00°47'03", a distance of 40.90 feet;
THENCE North 68°17'43" East, a distance of 124.05 feet;
THENCE South 21°42'17" East, a distance of 300.30 feet;
THENCE North 68°17'43" East, a distance of 6.48 feet;
THENCE South 21°42'17" East, a distance of 125.00 feet;
THENCE South 00°00'00" East, a distance of 204.54 feet, to the southwest corner of said Bella Via – Parcel 14 and the east-west mid-section line of said section;
THENCE leaving said westerly line, along said east-west mid-section line, North 89°40'37" West, a distance of 1,495.57 feet to the **POINT OF BEGINNING**.

Containing 1,175,644 square feet or 26.9891 acres, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Mountain Horizons Phase 2 Final Plat, recorded in Book 873, page 7, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

X:\Y-Drive\WP\Parcel Descriptions\2016 Parcel Descriptions\144132 Bella Via Parcel 15 Parcel Description L01 (03-08-16).docx



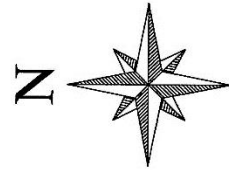
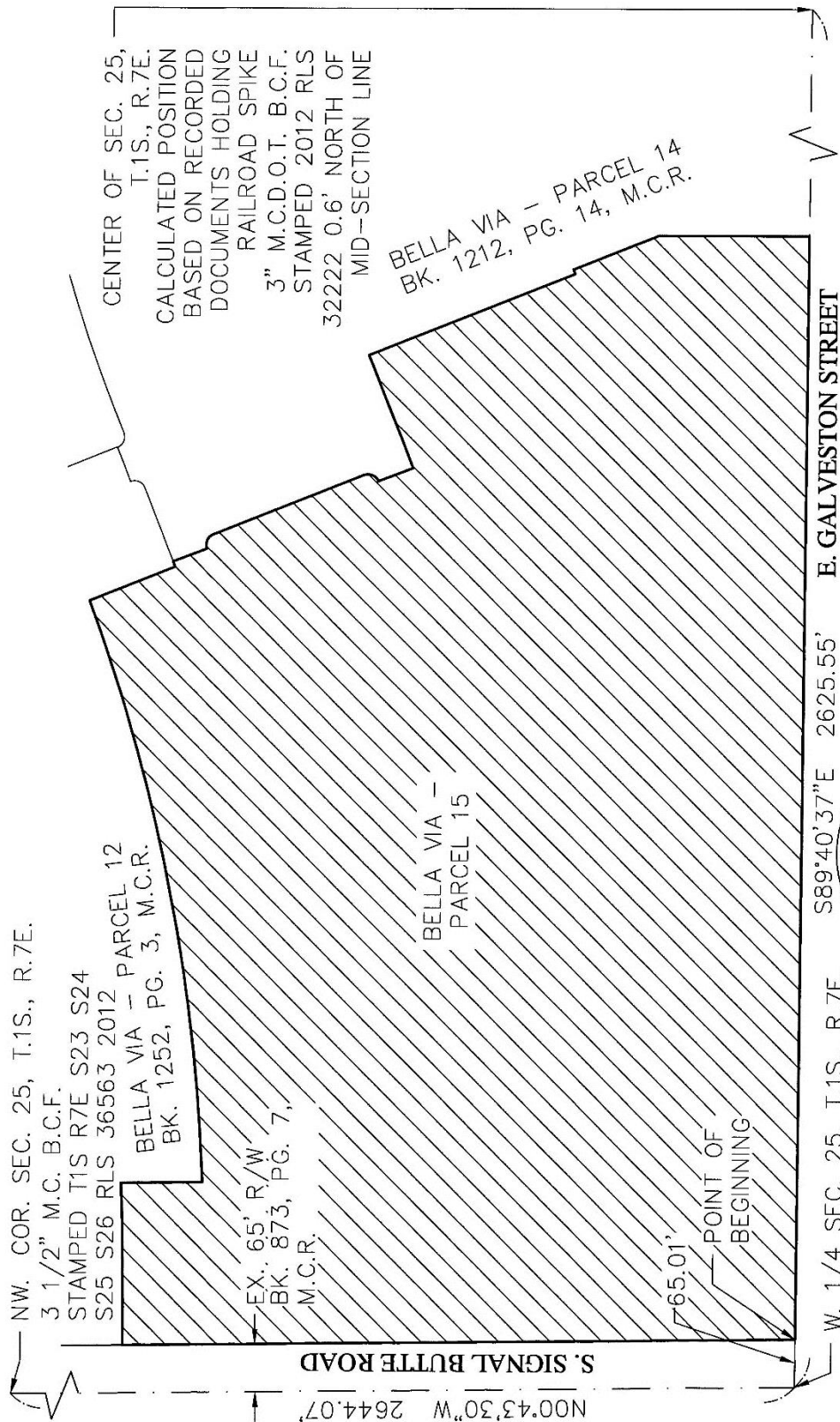


EXHIBIT "A"

Bella Via - Parcel 15

03/08/2016

WP#144132

PAGE 3 OF 3

NOT TO SCALE

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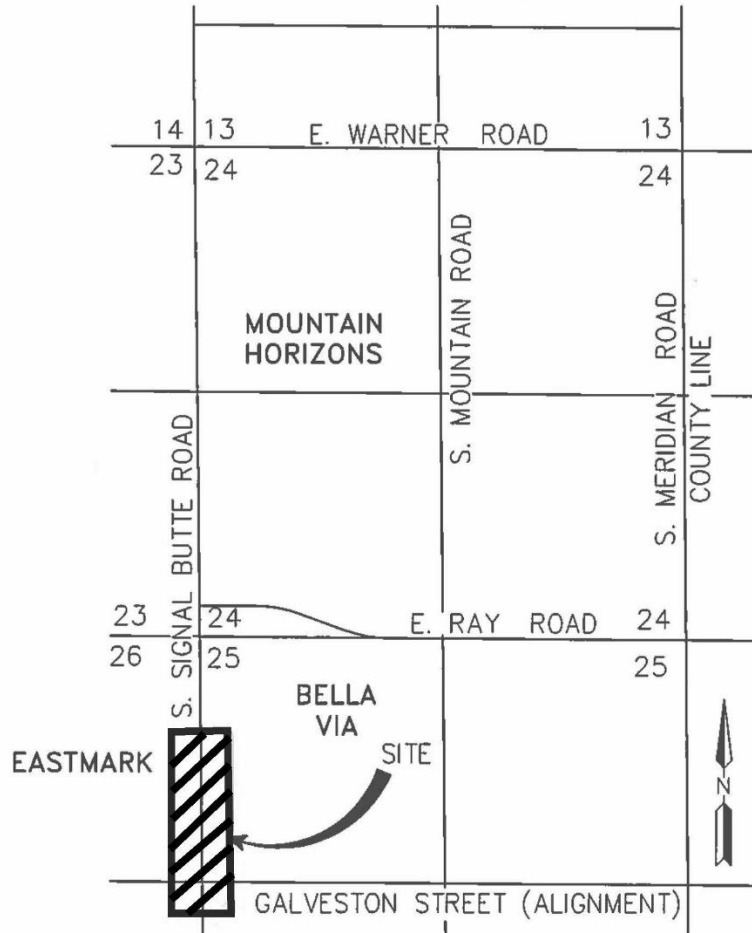
WOOD/PATEL

MISSION: CLIENT SERVICE®

(480)834-3300

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VICINITY MAP



VICINITY MAP

NOT TO SCALE

PROJ.NO.: 1229	BELLA VILLA S SIGNAL BUTTE ROAD MESA, ARIZONA VICINITY MAP	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: 11/13/2015		
SCALE: NO SCALE		
DRAWN BY: D3		
CHECKED BY: DWG		

EXHIBIT B

CITY SHARE ESTIMATE - PUBLIC BID - EXHIBIT "B"									
DEVELOPMENT AND SUSTAINABILITY DEPARTMENT									
DEVELOPER: Puite Home Corporation		Attn: Phillip Turner							
Address: 5261 S. Signal Butte Road									
City, State, Zip: Mesa, AZ 86212									
Phone No.: 480-403-4882									
CITY SHARE PROJECT TITLE: Bella Via Parcel 12 & 15 - Signal Butte Road									
CITY SHARE PROJECT NO.: Project # CP0715									
WATER									
	QUANTITY	BID UNIT PRICE	BID TOTAL	DEVELOPER QUANTITIES	**DEVELOPER'S COSTS	CITY QUANTITIES	MESA'S COSTS		
1 Install 24"x8" Tee	2	EA \$5,825.00	\$11,650.00	2	\$1,900.00	2	\$9,750.00		
2 Construct Vertical Realignment of Water Main Per Profile and MAG STD DTL 370	4	EA \$17,025.00	\$68,100.00	4	\$33,700.00	4	\$34,400.00		
3 Remove Curb Stop, Plug and Connect to Existing 24" Waterline	1	EA \$2,750.00	\$2,750.00	1	\$1,400.00	1	\$1,350.00		
4 Install (2 Ea Complete) 2" Air Release Assembly Per C.O.M STD DTL M.38.01 and M.38.03	8	EA \$2,100.00	\$16,800.00	4	\$7,300.00	4	\$9,500.00		
5 Install 24" CI-250 D.I.P. Waterline With Joint Restraint Per MAG STD DTL 303-1 & 303-2. Joint Restraint Length is Noted on Plans. Trench Backfill Per C.O.M. DTL M-19.05	1,679	LF \$145.00	\$243,455.00	1,679	\$134,320.00	1,679	\$109,135.00		
6 Install 24" Resilient Gate Valve, Box & Cover, MAG 391-1-C See Valve Blocking Detail, Sheet C10	5	EA \$16,825.00	\$84,125.00	5	\$23,375.00	5	\$60,750.00		
7 24" Cap With Curb Stop W/2 Flushing Pipe, MAG 390-B	1	EA \$1,875.00	\$1,875.00	1	\$1,250.00	1	\$625.00		
8 Install 42" Dia Steel Casing for Water Line Per Casing Section Detail On Sheet C09	88	LF \$230.00	\$20,240.00	88	\$15,400.00	88	\$4,840.00		
SUBTOTAL WATER:			\$448,995.00		\$218,645.00		\$230,350.00		
**Developers obligation for a 16" water line.									
STORM DRAIN:									
	QUANTITY	BID UNIT PRICE	BID TOTAL	DEVELOPER QUANTITIES	DEVELOPER'S COSTS	CITY QUANTITIES	MESA'S COSTS		
1 Construct Double Barrel 8'x5' ADOT Box Culvert	20	LF \$985.00	\$19,900.00	0	\$0.00	20	\$19,900.00		
2 Construct 3 Barrel 6' x 5' ADOT Box Culvert	20	LF \$1,175.00	\$23,500.00	0	\$0.00	20	\$23,500.00		
SUBTOTAL STORM DRAIN:			\$43,400.00		\$0.00		\$43,400.00		
STREETS									
	QUANTITY	BID UNIT PRICE	BID TOTAL	DEVELOPER QUANTITIES	DEVELOPER'S COSTS	CITY QUANTITIES	MESA'S COSTS		
1 Subgrade Preparation	4,141	SY \$2.00	\$8,282.00	0	\$0.00	4,141	\$8,282.00		
2 Construct 5'-1/2" AC Pavement on 10" ABC Per C.O.M. STD DTL M-19.01 Modified	4,141	SY \$35.00	\$144,935.00	0	\$0.00	4,141	\$144,935.00		
SUBTOTAL STREETS:			\$153,217.00		\$0.00		\$153,217.00		
STREET LIGHT IMPROVEMENTS									
	QUANTITY	BID UNIT PRICE	BID TOTAL	DEVELOPER QUANTITIES	DEVELOPER'S COSTS	CITY QUANTITIES	MESA'S COSTS		
1 Install #5 Signal Pull Box	13	EA \$525.00	\$6,825.00	0	\$0.00	13	\$6,825.00		
2 Install Street Light Conduit, Wire and Termination	1,807	LF \$5.00	\$9,035.00	0	\$0.00	1,807	\$9,036.00		
3 Trenching	1,807	LF \$5.00	\$9,035.00	0	\$0.00	1,807	\$9,036.00		
4 Install Street Light Pole and Fixture	6	EA \$4,975.00	\$29,850.00	0	\$0.00	6	\$29,850.00		
5 Install Street Light Pole and Fixture with Photocell	1	EA \$5,250.00	\$5,250.00	0	\$0.00	1	\$5,250.00		
6 Install 4 - 2-inch Diameter Traffic Signal Duct Bank	1,875	LF \$12.00	\$22,500.00	0	\$0.00	1,875	\$22,500.00		
7 Install #9 Signal Pull Box	3	EA \$1,325.00	\$3,975.00	0	\$0.00	3	\$3,976.00		
Less Developer's Share of Streets Lights			\$27.00		\$48,789.00		(\$48,789.00)		
SUBTOTAL STREET LIGHTS:			\$66,470.00		\$48,789.00		\$37,681.00		
TOTAL COSTS:				\$732,082.00	DEVELOPER'S COSTS	\$267,434.00	MESA'S COSTS	\$464,648.00	