

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

- REIMBURSEMENT AGREEMENT -

This Reimbursement 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 *PCS-ADG, LLC, a Delaware limited liability company and PCS Holdings, LLC, a California limited liability company*, hereinafter referred to as Developer.

RECITALS:

Whereas, Developer intends to develop certain real property known as *The Premiere at Dana Park* located at *1439 S. Val Vista Drive*, Mesa, Arizona, as a *Multi-Family 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 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) A187158 through A 187189, 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 utility service, and infrastructure are maintained, and

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

Whereas, Arizona law mandates that when City Participation 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 Public Improvements that qualify for City Participation 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 Public Improvements that qualify for City Participation through the public bidding process as administered by Mesa, City Participation 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 and City Participation pertaining to this Property are generally described as follows:

DEVELOPER'S PUBLIC IMPROVEMENTS OBLIGATIONS:

Subject to Mesa's 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 as identified on Mesa approved engineering drawing(s) A187158 through A187189 and specifically assigned to Developer as identified in Exhibit "B" (Developer's Costs).

MESA'S CITY PARTICIPATION OBLIGATIONS:

Subject to Developer's Public Improvements obligations as described in this Agreement and Exhibit "B" attached hereto, Mesa shall reimburse Developer for specific costs relating to the design, installation and/or construction of Public Improvements as identified on Mesa approved engineering drawing(s) A187158 through A187189 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 reimbursement to Developer only for those costs for items specifically identified as Public Improvements in this Agreement and assigned to Mesa as identified in Exhibit "B" (Mesa's costs).
 - 2.1.1 If the contract for Public 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 Public 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 Public 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 and 2.3 of this Agreement apply only to contracts that publicly bid.

2.2 To financially participate in Developer's costs for Public Improvements only as described in this Agreement and identified as Mesa's costs on Exhibit "B", by reimbursing Developer for the Public Improvements.

2.3

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

2.4 To assume ownership of all Public 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 Public Improvements that qualify for City Participation through the public bidding process as administered by Mesa, or private bidding process administered by Developer (in which case City Reimbursement shall be limited to the Cost Limit). If the contract for Public Improvements is not publicly bid, Sections 3.2 through 3.5 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 Public 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 Public Improvements, prior to issuance of the first Rights-of-Way permit to be issued in conjunction with the installation or construction of the Public Improvements.

3.4 To comply with all aspects of Mesa's policy and procedures for City Participation in said Public 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 provide Mesa with proof-of-payment to Low Bidder by Developer for Public Improvements as a part of reimbursement payment request.

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

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

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

3.9 To assign to Mesa, at Mesa's request, all of Developer's rights and privileges respecting warranty and maintenance of the Public Improvements, following Mesa's Acceptance of the Public Improvements.

3.10 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.

3.11 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.

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 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, Mesa's sole responsibility shall be to assist in funding the construction cost of the Public 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 Public 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: PCS-ADG, LLC
11661 San Vincente Blvd., Ste. 910
Los Angeles, CA 90049
Attn: Andrew Olson

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 _____, 2017, by _____, as _____ of *PCS-ADG, LLC, a Delaware limited liability company and PCS Holdings, LLC, a California limited liability company* on behalf of the limited liability company.

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
LOT COMBINATION

A PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE MONUMENT LINES OF VAL VISTA DRIVE AND HAMPTON AVENUE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 33, MONUMENTED BY AN ADOT BRASS CAP IN HAND-HOLE AT THE INTERSECTION OF VAL VISTA DRIVE AND SOUTHERN AVENUE BEARS NORTH 00° 35' 16" EAST A DISTANCE OF 1323.14 FEET.

THENCE SOUTH 00° 35' 16" WEST, ALONG THE MONUMENT LINE OF VAL VISTA DRIVE, A DISTANCE OF 438.07 FEET;

THENCE SOUTH 89° 24' 44" EAST, A DISTANCE OF 55.00 FEET TO THE EAST 55-FOOT RIGHT-OF-WAY LINE OF VAL VISTA DRIVE AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00 ° 35' 16" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 384.08 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AN ARC DISTANCE OF 38.95 FEET THROUGH A CENTRAL ANGLE OF 89° 16' 21" TO THE SOUTH 30 FOOT RIGHT-OF-WAY LINE OF HAMPTON AVENUE;

THENCE NORTH 89° 51' 37" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 235.18 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 620.00 FEET AN ARC DISTANCE OF 139.98 FEET THROUGH A CENTRAL ANGLE OF 12° 56' 10" TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 680.00 FEET AN ARC DISTANCE OF 26.88 FEET THROUGH A CENTRAL ANGLE OF 2° 15' 55" TO THE NORTHWEST CORNER OF FAIRFIELD PLACE TWO AS RECORDED IN BOOK 252, PAGE 14, M.C.R.;

THENCE SOUTH 00° 35' 16" WEST ALONG THE WEST LINE OF SAID FAIRFIELD PLACE TWO A DISTANCE OF 871.60 FEET TO THE SOUTHWEST CORNER OF SAID FAIRFIELD PLACE TWO, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE US-60 FREEWAY;

THENCE SOUTH 89° 49' 51" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 410.25 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF VAL VISTA DRIVE;

THENCE NORTH 05° 08' 52" WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 214.16 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PROPERTY DESCRIBED IN DOCUMENT 2004-0345811, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89° 24' 44" EAST A DISTANCE OF 217.40 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN DOCUMENT 2004-0345811;

THENCE NORTH 00° 35' 16" EAST A DISTANCE OF 270.87 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN DOCUMENT 2004-0345811;

THENCE NORTH 89° 24' 44" WEST ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN DOCUMENT 2004-0345811 A DISTANCE OF 221.00 FEET TO THE **TRUE POINT OF BEGINNING**.



VICINITY MAP

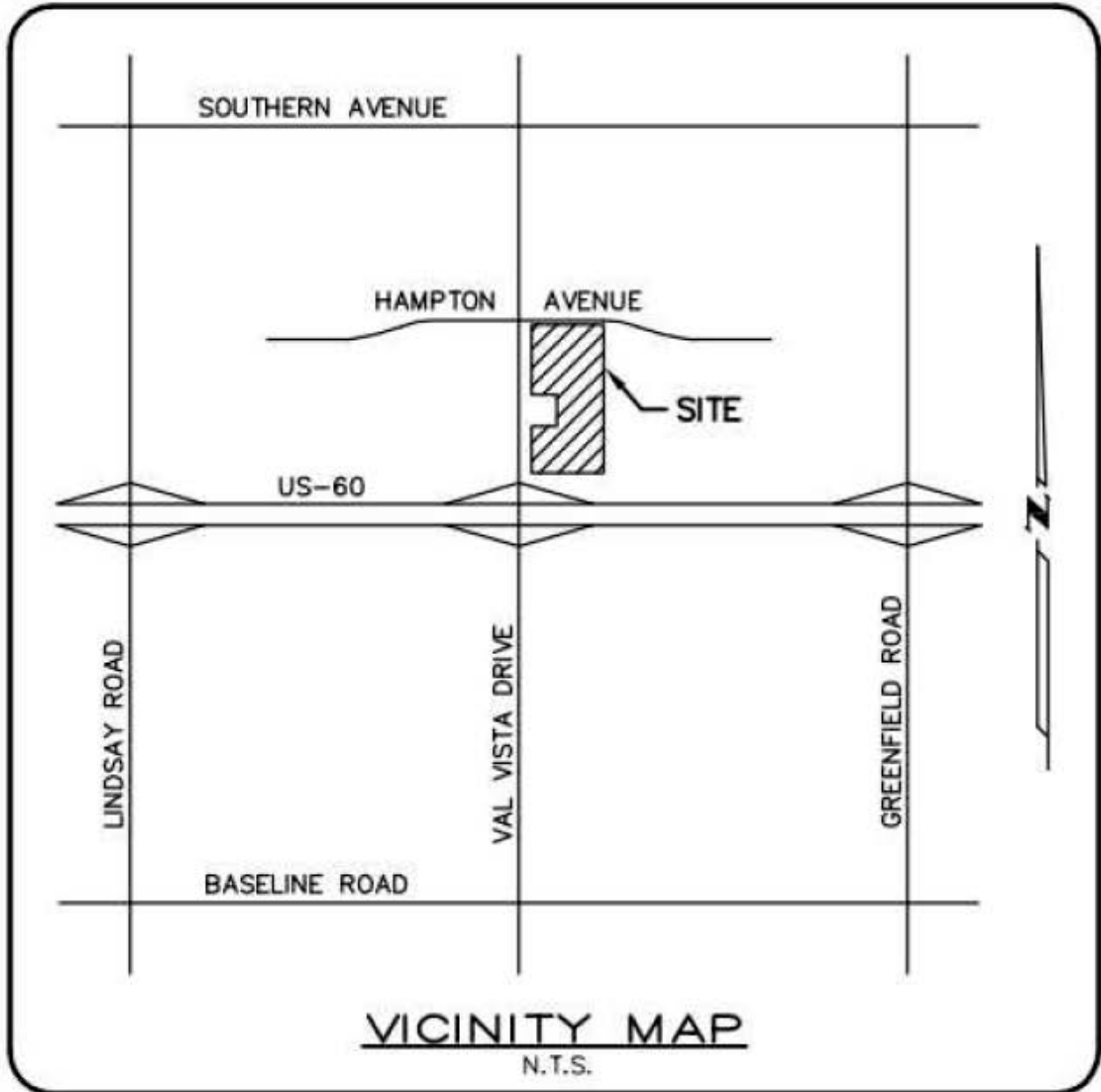


EXHIBIT B

REIMBURSEMENT ESTIMATE - EXHIBIT "B"									
DEVELOPMENT AND SUSTAINABILITY DEPARTMENT									
DEVELOPER:	PCS-ADG, LLC								
	Atn:	Andrew Olson							
	Address:	11661 San Vicente Blvd., Ste. 910							
	City, State, Zip:	Los Angeles, CA 90049							
	Phone No.:	480-399-4063							
CITY SHARE PROJECT TITLE:			The Premiere at Dana Park						
STREETS			QUANTITY	UNIT PRICE	ENGINEER ESTIMATE	DEVELOPER QUANTITIES	DEVELOPER'S COSTS	CITY QUANTITIES	MESA'S COSTS
1	Remove Existing Vertical Curb and Gutter		72 LF	\$24.00	\$1,728.00	0	\$0.00	72	\$1,728.00
2	Remove Existing Concrete Sidewalks		65 SY	\$30.00	\$1,950.00	0	\$0.00	65	\$1,950.00
3	Remove Existing Asphalt Pavement		25 SY	\$60.00	\$1,500.00	0	\$0.00	25	\$1,500.00
4	Concrete Curb and Gutter		66 LF	\$24.00	\$1,584.00	0	\$0.00	66	\$1,584.00
5	Concrete Sidewalk		396 SF	\$5.00	\$1,980.00	0	\$0.00	396	\$1,980.00
6	Paving (Arterial M19.1 Section)		86 SY	\$80.00	\$6,880.00	0	\$0.00	86	\$6,880.00
7	Sawcut Pavement and Concrete		78 LF	\$10.00	\$780.00	0	\$0.00	78	\$780.00
8	Street Signage and Striping (WHT 4" Thromo Plastic)		64 LF	\$5.00	\$320.00	0	\$0.00	64	\$320.00
SUBTOTAL STREETS:					\$16,722.00		\$0.00		\$16,722.00
LANDSCAPE			QUANTITY	UNIT PRICE	ENGINEER ESTIMATE	DEVELOPER QUANTITIES	DEVELOPER'S COSTS	CITY QUANTITIES	MESA'S COSTS
1	Landscape (back of walk to ROW)		640 SF	\$4.00	\$2,560.00	0	\$0.00	640	\$2,560.00
2	Irrigation (Extension from Existing System)		71 SY	\$10.00	\$710.00	0	\$0.00	71	\$710.00
3	Grading		150 SY	\$80.00	\$12,000.00	0	\$0.00	150	\$12,000.00
SUBTOTAL LANDSCAPE:					\$15,270.00		\$0.00		\$15,270.00
STREET LIGHT IMPROVEMENTS			QUANTITY	UNIT PRICE	ENGINEER ESTIMATE	DEVELOPER QUANTITIES	DEVELOPER'S COSTS	CITY QUANTITIES	MESA'S COSTS
1	Pole Foundation		1 EA	\$1,540.00	\$1,540.00	0	\$0.00	1	\$1,540.00
2	Relocate Existing Pole to New Foundation		1 EA	\$960.00	\$960.00	0	\$0.00	1	\$960.00
3	#5 Pull Box		1 EA	\$390.00	\$390.00	0	\$0.00	1	\$390.00
4	Remove and Relocate Existing Electrical Junction Box		1 EA	\$2,500.00	\$2,500.00	0	\$0.00	1	\$2,500.00
5	2" Streetlight Conduit		64 LF	\$15.00	\$960.00	0	\$0.00	64	\$960.00
6	1-1/2" Streetlight Conduit		48 LF	\$14.00	\$672.00	0	\$0.00	48	\$672.00
7	Conductors, Terminations (extend to STA 93+90)		1 LS	\$2,025.00	\$2,025.00	0	\$0.00	1	\$2,025.00
8	Remove & Dispose of Existing Pullbox, STA 95+40		1 EA	\$100.00	\$100.00	0	\$0.00	1	\$100.00
9	New #5 Pullbox, STA 95+40		1 EA	\$390.00	\$390.00	0	\$0.00	1	\$390.00
10	Extend Conduit from Existing J-Box to new J-Box (3-Conduits)		25 LF	\$20.00	\$500.00	0	\$0.00	25	\$500.00
11	Service Conductors from new #5 J-Box at STA 95+40		437 LF	\$7.00	\$3,059.00	0	\$0.00	437	\$3,059.00
12	Remove & Dispose of Existing Conductors		3 LS	\$100.00	\$300.00	0	\$0.00	3	\$300.00
13	Trench/Conduit: Tie-into Existing Conduit to re-feed SL Circuit		10 LF	\$15.00	\$150.00	0	\$0.00	10	\$150.00
SUBTOTAL STREET LIGHTS:					\$13,546.00		\$0.00		\$13,546.00
TOTAL COSTS:					\$45,538.00	DEVELOPER'S COSTS	\$0.00	MESA'S COSTS	\$45,538.00