

WHEN RECORDED RETURN TO:

City of Mesa  
Attn: Real Estate  
20 East Main Street  
Mesa, Arizona 85201

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF MESA, an Arizona municipal corporation ("**City**"); and

MESA-CASA GRANDE LAND CO. LLC, an Arizona limited liability company;  
ROBO LAND, LLC, an Arizona limited liability company;  
ROBINSON FARMS INC., a New Mexico corporation doing business in Arizona as ROBINSON HARVESTING, INC.;

CHARLES FEENSTRA DAIRY L.L.C., an Arizona limited liability company;  
CHARLES L. FEENSTRA, Trustee of FEENSTRA LIVING TRUST, DATED FEBRUARY 25, 1980;

GLEND A. J. STECHNIJ, Trustee of STECHNIJ LIVING TRUST, DATED SEPTEMBER 25, 1995;

ALBERT C. LUECK, JR. and JERRY R. LUECK, Trustees of ALBERT C. LUECK JR. FAMILY TRUST, DATED JANUARY 30, 1990;

BILLY W. MAYNARD AND NORA D. MAYNARD, Co-Trustees of BILLY W. AND NORA D. MAYNARD LIVING TRUST, DATED SEPTEMBER 29, 2006;

JACK MAYNARD and DIANNE MAYNARD, a married couple,  
JACOB RIJLAARSDAM and MARY RIJLAARSDAM, Trustees of THE RIJLAARSDAM FAMILY TRUST, DATED APRIL 24, 1992;

VAN RIJN DAIRY, an Arizona general partnership;  
PIETER VAN RIJN and JODY VAN RIJN, a married couple;  
JOHN W. VAN OTTERLOO and BRENDA VAN OTTERLOO, Trustees of THE JOHN AND BRENDA VAN OTTERLOO FAMILY TRUST, DATED MARCH 20, 2012;

ERIC JOHN DE JONG, Trustee of the KAREL DE JONG 1999 HANNAH WILGENBURG IRREVOCABLE TRUST, DATED DECEMBER 30, 1999;

ERIC JOHN DE JONG, Trustee of the KAREL DE JONG 2003 REBEKAH WILGENBURG IRREVOCABLE TRUST, DATED JULY 29, 2003;

ERIC JOHN DE JONG, Trustee of the KAREL DE JONG 1999 TYRA WILGENBURG IRREVOCABLE TRUST, DATED DECEMBER 30, 1999;

ERIC JOHN DE JONG, Trustee of the KAREL DE JONG 2001 WILLIAM WILGENBURG IRREVOCABLE TRUST, DATED NOVEMBER 26, 2001;

PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 ARIEL DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;

PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 LUKE DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;

PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 PAUL DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;

PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 PETER N. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;

PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 RIMMERT DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;

PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 STEWART DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;

PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 DEREK DE HAAN IRREVOCABLE TRUST, DATED JULY 26, 2006;

PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 MARISSA DE HAAN IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 CASEY BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 JORDAN BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 KATIE BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 LUKE BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 THOMAS BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 DESIREE DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 GERRIT DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 JESSICA DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 MARENA DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 ROBERT DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 IAN DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 JENNA DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;

THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE

DE JONG 2006 NATALIE DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;  
 THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE  
 DE JONG 2006 PETER B. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;  
 THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE  
 DE JONG 2006 SERENA DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;  
 THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE  
 DE JONG 2006 WILLIAM J. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;  
 THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE  
 DE JONG 2006 GERRIT A. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;  
 THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE  
 DE JONG 2006 JACOB DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;  
 THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE  
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 THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE  
 DE JONG 2006 MATHEW DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;  
 THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE  
 DE JONG 2006 TYLER DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006;  
 JASON DE JONG, an unmarried man;  
 JONI VERBURG, a married woman, as her sole and separate property;  
 PETER R. DE JONG, an unmarried man;  
 JONATHAN DE HAAN, an unmarried man; and  
 REANNA BERGMAN, a married woman, as her sole and separate property; (all of  
 the foregoing are collectively referred to in this Agreement as “**Owners**” and individually  
 referred to as an “**Owner**.” City and Owners (either individually or collectively) are sometimes  
 referred to in this Agreement collectively as the “**Parties**,” or individually as a “**Party**.”

## **RECITALS**

A. Owners collectively own approximately 535.8 acres of real property generally located west of Ellsworth Road between Elliot Road and Warner Road, legally described in Exhibit A-1 and depicted on Exhibit A-2 attached hereto and incorporated herein by reference (the “**Property**”). The particular portion of the Property owned by each individual Owner is described in Recitals B-P below.

B. MESA-CASA GRANDE LAND CO. LLC, an Arizona limited liability company, owns approximately 118.53 acres of property legally described in Exhibit B-1.

C. ROBO LAND, LLC, an Arizona limited liability company, owns approximately 78.98 acres of property legally described in Exhibit B-2.

D. MESA-CASA GRANDE LAND CO. LLC, an Arizona limited liability company, GLENDA J. STECHNIJ, Trustee of the STECHNIJ LIVING TRUST, dated September 25, 1995, and ALBERT C. LUECK, JR. and JERRY R. LUECK, Trustees of the ALBERT C. LUECK JR. FAMILY TRUST, dated January 30, 1990, own approximately 21.91 acres of property legally described in Exhibit B-3.

E. CHARLES FEENSTRA DAIRY, L.L.C., an Arizona limited liability company, owns approximately 39.52 acres of property legally described in Exhibit B-4.

F. CHARLES L. FEENSTRA, Trustee of the FEENSTRA LIVING TRUST, dated February 25, 1980, owns approximately 11.02 acres of property legally described in Exhibit B-5.

G. BILLY W. MAYNARD and NORA D. MAYNARD, Co-Trustees of the BILLY W. AND NORA D. MAYNARD LIVING TRUST, dated September 29, 2006, owns approximately 58.55 acres of property legally described Exhibit B-6.

H. JACK MAYNARD and DIANNE MAYNARD, a married couple, own approximately 1.0 acre of property legally described in Exhibit B-7.

I. JACOB RIJLAARSDAM and MARY RIJLAARSDAM, Trustees of THE RIJLAARSDAM FAMILY TRUST, dated April 24, 1992, and GLENDA J. STECHNIJ, Trustee of the STECHNIJ LIVING TRUST, dated September 25, 1995, own approximately 62.05 acres of property legally described in Exhibit B-8.

J. JACOB RIJLAARSDAM and MARY RIJLAARSDAM, Trustees of THE RIJLAARSDAM FAMILY TRUST, dated April 24, 1992, owns approximately .21 acre of property legally described in Exhibit B-9.

K. JOHN W. VAN OTTERLOO and BRENDA VAN OTTERLOO, Trustees of THE JOHN AND BRENDA VAN OTTERLOO FAMILY TRUST, dated March 20, 2012, ERIC JOHN DE JONG, Trustee of the KAREL DE JONG 1999 HANNAH WILGENBURG IRREVOCABLE TRUST, DATED DECEMBER 30, 1999, ERIC JOHN DE JONG, Trustee of the KAREL DE JONG 2003 REBEKAH WILGENBURG IRREVOCABLE TRUST, DATED JULY 29, 2003, ERIC JOHN DE JONG, Trustee of the KAREL DE JONG 1999 TYRA WILGENBURG IRREVOCABLE TRUST, DATED DECEMBER 30, 1999, ERIC JOHN DE JONG, Trustee of the KAREL DE JONG 2001 WILLIAM WILGENBURG IRREVOCABLE TRUST, DATED NOVEMBER 26, 2001, PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 ARIEL DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 LUKE DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 PAUL DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 PETER N. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 RIMMERT DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 STEWART DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 DEREK DE HAAN IRREVOCABLE TRUST, DATED JULY 26, 2006, PETER J. DE JONG, MARK A. BOUSEMA and SANDRA DE JONG, Trustees of the PETE DE JONG 2006 MARISSA DE HAAN IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 CASEY BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 JORDAN BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 KATIE BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 LUKE BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE

DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 THOMAS BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 DESIREE DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 GERRIT DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 JESSICA DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 MARENA DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 ROBERT DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 IAN DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 JENNA DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 NATALIE DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 PETER B. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 SERENA DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 WILLIAM J. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 GERRIT A. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 JACOB DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 JOSINA DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 MATHEW DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, THEO DE HAAN, ARIE DE JONG and GERRIT DE JONG, Trustees of the PETE DE JONG 2006 TYLER DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, JASON DE JONG, an unmarried man, JONI VERBURG, a married woman, as her sole and separate property, PETER R. DE JONG, an unmarried man, JONATHAN DE HAAN, an unmarried man, and REANNA BERGMAN, a married woman, as her sole and separate property, own approximately 35.72 acres of property legally described in Exhibit B-10.

L. VAN RIJN DAIRY, an Arizona general partnership, owns approximately 84.76 acres of property legally described in Exhibit B-11.

M. PIETER VAN RIJN and JODY VAN RIJN, a married couple, own approximately 2.48 acres of property legally described in Exhibit B-12.

N. ROBINSON FARMS INC., a New Mexico corporation doing business in Arizona as ROBINSON HARVESTING, INC., owns approximately 10.0 acres of property legally described in Exhibit B-13.

O. City and Owners desire that a portion of the Property consisting of approximately 319.9 acres as depicted on Exhibit C be annexed into the corporate limits of the City (the “**Annexation**”), to be developed as an integral part of the City, to provide for the orderly, controlled and quality growth in the area, to improve and enhance the economic welfare of the

residents of the City, and to ensure the Property is developed to City standards.

P. This Agreement is intended to be approved concurrently with the Annexation, general plan amendment, and rezoning as a single item with multiple sub-parts that may be approved by the City Council in one motion. More specifically, Council will have approved Owners' request for: (i) a General Plan amendment, on the northern portion of the Property, consisting of approximately 279.3 acres as depicted on Exhibit D, case number \_\_\_\_\_, from Mixed-Use Activity/Employment to the Neighborhood character area. The remaining 256.5 acres of the Property as depicted on Exhibit D, conforms with the General Plan; and (ii) a rezoning of the Property to Single Residence-6 (RS-6), Small Lot Single Residence-4 (RSL-4), Small Lot Single Residence-2.5 (RSL-2.5), Multiple Residence-5 (RM-5), General Commercial (GC), and Mixed Use (MX) zoning districts as depicted on the rezoning map attached hereto as Exhibit E with a conceptual planned area development overlay. The rezoning (Case No. ZON17-00606) ordinance # \_\_\_\_\_ as may be amended from time to time (the "**Hawes Crossing PAD**") will constitute the zoning on the Property.

Q. Owners intend to develop the Property with a combination of employment, commercial, retail, mixed-use and residential housing connected via a network of open space and pedestrian connectivity, all as more generally described in this Agreement (the "**Project**"). The Project is intended to include approximately 595 acres of certain real property owned by the State of Arizona (the "**State Land**") as described and depicted in, and governed by, a development agreement between the City and the State and considered by the Mesa City Council at its February 24, 2020, Council meeting, and such State Land may be developed by an ASLD Successor (as that term is defined in this Agreement). The total acreage of the Project is approximately 1,132 acres consisting of the Property and State Land.

R. Owners intend to develop the Project in phases (referred to as "**Villages**") and as part of the Hawes Crossing PAD submitted a conceptual phasing plan for the Project. As a condition to the development of a Village or a portion thereof, and in order for a development with an approved Specific Plan (as that term is defined in this Agreement) to receive City services, Owners acknowledge and agree that the City will require the applicable Owner(s) and ASLD Successors to design, finance, construct and install certain infrastructure improvements (i.e. water, wastewater, drainage, and roadway improvements) identified in the Master Reports (as defined herein), which may be modified pursuant to the terms and conditions set forth in this Agreement. In certain circumstances the requirements in the Master Reports and this Agreement are greater than the requirements in the Applicable Laws. In such event, the requirements in the Master Reports and this Agreement shall control.

S. The development of the Project pursuant to this Agreement and the Hawes Crossing PAD is consistent with the Mesa 2040 General Plan (the "**General Plan**").

T. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05 in order to facilitate the development of the Property by providing for, among other things: (i) the permitted uses on the Property, (ii) Property restrictions; (iii) the construction of open space, parks, trails, and infrastructure improvements; and (iv) other matters related to the development of the Property; and the terms of this Agreement constitute covenants running with the Land as more fully described in this Agreement.

U. City and the Owners acknowledge that the development of the Project pursuant to this Agreement and the approved Hawes Crossing PAD will have planning and economic impacts including, among other things: (i) providing for planned and orderly development of the Project consistent with the City's General Plan and Zoning; (ii) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources, (iii) providing for the orderly, controlled and quality growth in the area; (iv) increasing tax revenues to the City arising from or relating to the improvements to be constructed on the Property; (v) creating new jobs and otherwise enhancing the economic welfare of the residents of City; and (v) otherwise advancing the development goals of City.

## AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. Definitions. The below words and phrases, wherever used in this Agreement, shall be construed as defined in this Section unless, clearly from the context, a different meaning is intended. Words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The use of the term "shall" in this Agreement means a mandatory act or obligation.

(a) **"50% MRU CAP Limitation"** means as defined in Section 4.

(b) **"Affiliate,"** as applied to any person, means any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition, (i) **"control"** (including with correlative meaning, the terms "controlling," "controlled by" and "under common control"), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise, and (ii) **"person"** means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

(c) **"Agreement"** means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to Articles, Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth in Paragraphs A through U, inclusive, are incorporated into this Agreement by reference and form a part of this Agreement.

(d) **"Annexation"** means as defined in Recital O.

(e) **"Applicable Laws"** means as defined in Subsection 2.1 and also includes the City of Mesa's Schedule of Fees and Charges.

(f) **"A.R.S."** means the Arizona Revised Statutes as now or hereafter enacted or amended.

(g) **ASLD Successor**” means purchasers or lessees of a Parcel or Parcels of State Land, and their assigns and other successors in interest. A grantee of a State Land (“ASLD”) Special Land Use Permit is not an ASLD Successor.

(h) **“City”** means the Party designated as City on the first page of this Agreement. In this Agreement any determination, authorization, consent, or approval by City may be made by its City Manager, City Engineer, City Traffic Engineer, or designee or a consultant, if deemed necessary by the City.

(i) **“City Code”** means the Code of the City of Mesa, Arizona, as amended from time to time.

(j) **“City Council”** means the City Council of City.

(k) **“City Manager”** means the person designated by City as its City Manager.

(l) **“Completion of Construction”** or **“Completed Construction”** means the date on which one or more temporary or final certificates of occupancy (or letters of acceptance, as applicable) have been issued by City.

(m) **“Conceptual Village Plan”** means as defined in Subsection 2.2.

(n) **“Date of Conveyance”** means the date the sale, transfer or conveyance of property is duly recorded in the Maricopa County Recorder’s Office.

(o) **“Dispute”** means as defined in Section 20.

(p) **“Effective Date”** means as defined in Section 19.

(q) **“Fee”** means as defined in Subsection 2.8.

(r) **“Final Plat”** means a final map of all or part of a subdivision providing substantial conformance to an approved preliminary plat, prepared by a registered land surveyor in accordance with Mesa City Code Section 9-6-2.

(s) **“First Purchaser”** means as defined in Subsection 2.7.2.

(t) **“Frame Inspection Hold”** means as defined in Subsection 17.1(b).

(u) **“General Plan”** means *This is My Mesa: Mesa 2040 General Plan* as adopted by City.

(v) **“Hawes Crossing PAD”** means as defined in Recital P and is limited to Ordinance # \_\_\_\_\_ and all exhibits thereto (for purposes of clarity, the Parties acknowledge, that any other documents including but not limited to the project narrative, do not constitute the zoning and are not incorporated into the Hawes Crossing PAD).

(w) **“HOA”** means as defined in Section 5.

(x) **“Infrastructure Improvements”** means the public infrastructure improvements identified in the Master Reports, the Site-Specific Infrastructure Plan, and this Agreement; and the public infrastructure improvements as required by Applicable Law; and further includes the Public Improvements required under Subsection 10.2.1 and Subsection 10.2.1.1. In certain circumstances the requirements in the Master Reports, Site-Specific Infrastructure Plan, or this Agreement are greater than the requirements in the Applicable Laws; in such event, the requirements in the Master Reports, Site-Specific Infrastructure Plan, or this Agreement shall control.

(y) **“Master Association”** means as defined in Section 5.

(z) **“Master Reports”** means as defined in Subsection 2.1 and further described in Subsection 10.1.

(aa) **“Model Home”** means a newly built single residential home in an approved subdivision that is furnished and decorated to market the home and its living space and features to prospective buyers and which is not for immediate sale and will not be permanently occupied during its use as a model.

(bb) **“Multiple Residence Units”** or **“MRU”** means multiple residence as that term is defined in the Zoning Ordinance.

(cc) **“MRU CAP”** means as defined in Section 4.

(dd) **“MRUs”** means as defined in Section 4.

(ee) **“Non-residential Development”** means as defined in Section 4.

(ff) **“Notice”** means as defined in Subsection 24.9(a).

(gg) **“Open Space”** means collectively the open space, parks (including neighborhood, community and pocket), urban plazas and trails identified in Exhibit J and Exhibit K.

(hh) **“Open Space Buffer”** means as defined in Section 15(a).

(ii) **“Open Space Plan”** means as defined in Subsection 6.1.

(jj) **“Owner”** means the owner of a Parcel or Parcels of the Property within the Project and successors and assigns. When this Agreement refers to a specific Parcel or Parcels, the term owner shall mean the owner or owners of the applicable Parcel or Parcels.

(kk) **“Parcel”** means and refers to each distinguishable parcel of real property within the Project developed for uses consistent with and pursuant to the terms of this Agreement.

(ll) **“Party”** or **“Parties”** means as defined on the first page of this Agreement.

(mm) **“Project”** means as defined in Recital Q.

(nn) **“Public Improvements”** means as defined in Subsection 10.2.1.

- (oo) **“Recorded Plat”** means as defined in Subsection 2.7.1.
- (pp) **“Requesting Entity”** means as defined in Subsection 12.2.1.
- (qq) **“Required Residential”** means as defined in Subsection 6.5.
- (rr) **“Residential Zoning District”** means any portion of the Property that is zoned with a City of Mesa residential zoning district under the Hawes Crossing PAD and any amendment or change thereto. The current Hawes Crossing PAD includes the following residential zoning districts: Single Residence-6 (RS-6), Small Lot Single Residence-4 (RSL-4), Small Lot Single Residence-2.5 (RSL-2.5), Multiple Residence-5 (RM-5).
- (ss) **“Site-Specific Infrastructure Plan”** means as defined in Subsection 2.3.
- (tt) **“Site-Specific Property”** means the specific Parcel or Parcels that are included in a Specific Plan which is or may be developed by the Owner pursuant to the Specific Plan and this Agreement.
- (uu) **“Specific Plan”** or **“Specific Plans”** means as defined in Subsection 2.3.
- (vv) **“Salt River Project”** or **“SRP”** means as defined in Section 14.
- (ww) **“State”** means the State of Arizona and is intended to include the State Land Commissioner and the Arizona State Land Department.
- (xx) **“State Land”** means as defined in Recital Q and further described and depicted in a separate development agreement between the State and the City approved by the Mesa City Council on February 24, 2020.
- (yy) **“Term”** means as defined in Section 19.
- (zz) **“Third Party”** means any person (as defined in Subsection 1(b) above) other than a Party, or an Affiliate of any Party.
- (aaa) **“Utility Corridor”** means as defined in Section 14(a).
- (bbb) **“Utility Easement”** means as defined in Section 14(a).
- (ccc) **“Village”** or **“Villages”** means development areas within the Property delineated numerically (1-8) on Exhibit F. The numerical value associated with a Village is not an indication or obligation of sequential phasing or development. Additionally, each Village may be referred to by number (i.e. “Village 1,” “Village 2,” “Village 3,” etc.) and each of the Villages may be referred to as a Village.
- (ddd) **“Waiver”** means as defined in Subsection 24.24.
- (eee) **“Zoning”** or **“Zoning Ordinance”** means the Zoning Ordinance of City, as the same may be amended from time-to-time during the Term.

## 2. Development Plans and Phasing.

2.1 Applicable Laws and Development of Project. Except as otherwise provided for in Subsection 2.6, the development of the Project shall be in accordance with the federal, state, county and City statutes, codes, laws (statutory and common law), ordinances, rules, regulations, permit requirements, and other requirements and official policies of the City, all as they may be amended from time to time, and that apply to the development of the Project as of the date of any application or submission to the City (collectively the “**Applicable Laws**”), this Agreement, the Hawes Crossing PAD and applicable Specific Plans. The Hawes Crossing PAD includes, the Master Drainage Report, Master Water Report, Master Wastewater Report and Master Traffic Impact Analysis, as may be amended from time to time pursuant to Section 11 (collectively, the “**Master Reports**”), and these Master Reports outline the infrastructure improvements (i.e. water, wastewater, drainage, and roadway improvements) for the Project and each Village within the Project.

2.2 Phasing of Project. Owners intend to construct the Project in eight phases (referred to as Villages in the Conceptual Village Plan) according to the phased plan of development attached hereto as Exhibit F (the “**Conceptual Village Plan**”). Villages, or portions thereof, may develop independently from one another but each Village has associated with it required infrastructure as described in the Master Reports. As a condition to the development of the Property, or portions thereof, within any Village, Owner who owns the property being developed, shall construct, or cause to be constructed, all the necessary Infrastructure Improvements for the Village in which the property is located as required in this Agreement including Subsections 10.2.1 and 10.2.1.1 and in accordance with the approved construction plans and the Master Reports.

2.3 Specific Plans Required. Each development within the Property requires the Owner of the property that is being developed to prepare and submit a specific plan, in accordance with Applicable Laws including Chapter 22: Planned Area Development Overlay District of the Zoning Ordinance (the “**Specific Plan**”), to the City for approval which shall: (i) comply with the Zoning Ordinance, except as explicitly modified by the Hawes Crossing PAD (Ordinance # \_\_\_\_\_); (ii) comply with the Master Reports; and (iii) set forth the site specific matters relevant to the development including, at a minimum, detailed drawings of the proposed development, site plans, landscape plans, building elevations, and detailed infrastructure plans for the development (the “**Site-Specific Infrastructure Plan**”). A Specific Plan for non-residential, mixed use or multiple residence development must include a minimum of ten acres of contiguous real property and a Specific Plan for a single residence development must include a minimum of twenty acres of contiguous real property. Owner must apply for review and obtain approval of a Specific Plan, or any amendment to a Specific Plan, which will be processed by City in accordance with its regular and customary procedures pursuant to the Applicable Laws.

2.3.1 Modifications to the Ten- and Twenty-Acres Requirement. If an Owner owns less than the ten or twenty acres as required by Subsection 2.3, and after five (5) years from the Effective Date of this Agreement, an Owner may request a modification to the ten acres or twenty acres requirement in Subsection 2.3 provided Owner has consolidated the lots in accordance with Subsection 2.4. If City, in its sole discretion, agrees to the modification, the ten/twenty acres requirement in Subsection 2.3 may be amended by the Parties through an

amendment pursuant to Subsection 24.20. Provided further, the City has no obligation and will not approve a Specific Plan that does not receive a modification and Owner shall not proceed with the proposed Specific Plan or redevelop the Property until such time as Owner complies with Subsection 2.3 and all its subsections.

2.3.2 Infrastructure for Each Specific Plan. Without limiting the foregoing, as a condition to the development of a Village or a portion thereof, and in order for a development with an approved Specific Plan to receive City services, Owners acknowledge and agree that the City will require the applicable Owner(s) to design, finance, construct and install certain Infrastructure Improvements (i.e. water, wastewater, drainage, and roadway improvements) identified in this Agreement and the Master Reports and in certain instances the Infrastructure Improvements required in the Master Reports and in Subsections 10.1, 10.2, 10.2.1, and 10.2.1.1 of this Agreement are greater than City standards or requirements and Applicable Laws. In such event, the requirements in the Master Reports and this Agreement shall control.

2.4 Consolidation of Lots and Notice to Future Buyers. Each Specific Plan within the Project must consist of a minimum of ten contiguous acres of real property. Owner shall consolidate parcels of less than ten acres on or before the earlier of two years of the Effective Date of this Agreement or prior to any transfer or conveyance of any lot smaller than ten acres. Additionally, if an Owner elects to sell a portion of its Property, and that portion is less than ten contiguous acres, Owner must provide the prospective buyer with notice that the portion of the Property being sold does not satisfy the requirements in this Subsection 2.4 and as a result the property cannot be developed until such time as the property is consolidated with other parcels to meet the minimum ten contiguous acres requirement in this Subsection or the Owner modifies this requirement in accordance with Subsection 2.3.1 of this Agreement. Provided further, the Parcels with Maricopa County Assessor's Parcel Number (APN) 304-30-021C and 304-04-026B are not subject to the consolidation requirements in this Subsection but these Parcels are subject to the notice requirements in this Subsection and the minimum acreage requirements in Subsection 2.3.

2.5 Platting and Lot Splits. An Owner may submit a preliminary plat concurrently with a Specific Plan for its portion of the Property; but Owners understand and agree that a preliminary plat will not be approved until a Specific Plan for the property has been approved by the City (such approvals may occur at the same public meeting, if applicable). Further, Owners shall not apply for a lot split until a Specific Plan for the property has been approved by the City.

2.6 Vested Zoning. At all times that an Owner is not in Default of this Agreement, the Owner is permitted to develop its portion of the Property in accordance with this Agreement, the Hawes Crossing PAD, and any approved Specific Plan.

2.7 Protected Development Rights. Owners and the First Purchaser (as that term is defined in this Subsection) shall have the Protected Development Rights as set forth below:

2.7.1 Rights of Current Owner. If within three years of the Effective Date, an Owner prepares and submits a Specific Plan and a Final Plat for a development and the City approves the Specific Plan and Final Plat (and City records the Final Plat in the Maricopa County Recorder's Office, the "**Recorded Plat**"), such Owner shall have the right to undertake and

complete the development in compliance with Specific Plan and the Recorded Plat (and any terms and conditions associated with the Specific Plan, Final Plat and Recorded Plat), the Hawes Crossing PAD and in accordance with Applicable Laws, including A.R.S. § 9-1201 *et seq.* The protected development rights apply only to the specific components of the development identified on the Recorded Plat and Specific Plan and is valid for five years from the date the Final Plat for the development is duly recorded in the Maricopa County Recorder's Office. Each development within the Project may establish a protected development right if the Owner complies with this Subsection. A protected development right does not extend the timeframe for utilization of City permits (e.g. building permits) or other City approval(s). If a City permit or approval expires, the Owner will have to resubmit its application and such application will be reviewed by the City in accordance with the City's regular and customary procedures as set forth in the Applicable Laws.

2.7.2 Rights of First Purchaser. If within five years of the Effective Date, an Owner sells, transfers or conveys its Property, or any portion thereof, for the first time to another person or entity (the "**First Purchaser**") and within three years from the Date of Conveyance, the First Purchaser prepares and submits a Final Plat and Specific Plan for the development of the First Purchaser's Property or any portion thereof and the City approves the Final Plat and Specific Plan, the First Purchaser shall have the right to undertake and complete the development in compliance with the Recorded Plat, Specific Plan (and any terms and conditions associated with the Recorded Plat, Final Plat and Specific Plan), the Hawes Crossing PAD and in accordance with Applicable Laws including A.R.S. § 9-1201 *et seq.* The protected development right applies only to the specific components of the development identified on the Recorded Plat and Specific Plan and is valid for five years from the date the Final Plat for the development is duly recorded in the Maricopa County Recorder's Office. The protected development rights do not extend the timeframe for utilization of City permits (e.g. building permits) or other City approval(s). If a City permit or approval expires, the First Purchaser will have to resubmit its application and such application will be reviewed by the City in accordance with the City's regular and customary procedures as set forth in the Applicable Laws.

2.8 Permit and Other Fees. Owner shall pay all applicable building permit, inspection, impact, development, and other similar fees (each, a "**Fee**") associated with a development in accordance with Applicable Laws.

3. Design Guidelines. Commercial, office and other non-residential uses on the Property must comply with the design standards, architectural quality and other quality development standards in the non-residential design guidelines set forth in Exhibit G.

4. Development Restrictions in MX Zoning District. To ensure a mixture of multiple residence units with commercial and employment uses are developed within a Specific Plan for property zoned MX, a Specific Plan that includes Property zoned MX shall include a minimum of 35% non-residential uses; and provided further Owner will only be allowed to develop half of the multiple residence units before being required to construct all of the commercial and employment uses (collectively the "**Non-Residential Development**"). The gross building square footage shall be used to calculate the percentage of Non-Residential Development for vertical mixed-use structures and per acre shall be used to calculate the percentage of Non-Residential Development for horizontal mixed-use structures. The Non-Residential Development percentage must be shown

on each Specific Plan. Accordingly, at the time a Specific Plan is submitted to the City, it shall establish the maximum number of multiple residence units (the “MRUs”) for each Site-Specific Property (the “MRU CAP”) and identify the Non-Residential Development. Owner may only construct half of the MRUs allowed in a Specific Plan, i.e., 50% of the MRU CAP (the “**50% MRU CAP Limitation**”), before the Owner shall construct all of the Non-Residential Development identified on the Specific Plan.

4.1 Minor Modification to 50% MRU CAP Limitation. If construction of a residential project would be precluded by the 50% MRU CAP Limitation and such project only slightly exceeds the 50% MRU CAP Limitation, an Owner may request a minor modification to construct beyond the 50% MRU CAP Limitation by up to 5% (thereby making this a 55% MRU CAP Limitation). The City, through its Planning Director, in the Planning Director’s reasonable discretion, will determine if a minor modification to the 50% MRU CAP Limitation is approved with an increase up to the maximum additional 5%.

4.2 No Residential on Elliot Road Corridor Exception for Mixed-Use Above Ground Floor. Owners understand and acknowledge that the City would not have approved the zoning on the Property or this Agreement without Owners’ agreement to restrict residential uses along what is commonly known as the tech corridor as provided in this Subsection 4.2. Accordingly, in addition to the requirements and restrictions in Section 4 and notwithstanding any other provision in this Agreement to the contrary, all residential uses whether attached or detached (e.g., RS-6, RS-9, RSL-2.5, RSL-4, RM, etc.) are prohibited within two hundred (200) feet of Elliot Road (as measured from the rights-of-way lines after the required dedication, north and south side) on all Property located along the Elliot Road Corridor as identified on Exhibit H. Provided further, for property that is zoned MX or commercial vertical mixed-use structures located within the 200 feet may have residential above the ground floor if the residential units are oriented toward Elliot Road, but cannot have residential on the ground floor within two hundred (200) feet of Elliot Road.

4.3 Village Compliance with Required Non-Residential in MX. Each Village that has property zoned MX is required to develop 35% of the total area zoned MX with Non-Residential Development (By way of example, if Village 1 has 100 acres zoned MX then 35 acres shall be developed with Non-Residential Development) and each Specific Plan has the same obligation to develop a minimum of 35% non-residential uses as described in Section 4. If an Owner can establish that the minimum 35% non-residential use requirement for a Specific Plan has been fully satisfied for the Village that the Property is located in, then no separate or additional compliance is necessary for that Specific Plan or subsequent Specific Plans in that Village. More specifically, if an Owner (when submitting a Specific Plan for MX property) can establish to City (through approval of the Planning Director in his discretion) that the Village in which the Property is located has Completed Construction on not less than 35% Non-Residential Development for the Village, then the Non-Residential Development requirements of Section 4 have been satisfied for this Village and Section 4 and Subsection 4.1 will not apply to Specific Plans for that Village; however, the requirements of Subsection 4.2 shall remain and apply.

5. Formation of Community Association. Property within a Specific Plan that is developed as a residential subdivision shall identify in the Specific Plan whether the subdivision will have a homeowners association (the “HOA”) or if there are one or more master associations for the

Property (the “**Master Association**”) that includes the residential subdivision within the obligations of the Master Association. If an HOA or Master Association is identified in the Specific Plan, the HOA or Master Association shall be established prior to the recordation of the Final Plat.

6. Open Space, Parks and Trails.

6.1 Compliance with the Open Space and Trails Master Plans. Open space, parks (including neighborhood, community and pocket), urban plazas, and trails (collectively the “**Open Space**”) for each Specific Plan shall comply with the Conceptual Village Plan, the approved Open Space Master Plan attached hereto as Exhibit I and the Trails Master Plan attached hereto as Exhibit J, as applicable (collectively referred to as “**Open Space Plan**”), and any amendments thereto. Further, the Open Space for each Specific Plan shall comply with the additional standards and requirements described in Exhibit K, the requirements in this Subsection, the Hawes Crossing PAD and all Applicable Laws. In certain circumstances the requirements in the Open Space Plan and this Agreement are greater than the requirements in the Applicable Laws; in such event, the requirements in the Open Space Plan and this Agreement shall control.

6.2 Location of Open Space. The Specific Plan for each development and its associated plat or easement, as applicable, shall identify the exact location, size, and configuration of the Open Space; and the Specific Plan shall be in compliance with the Open Space Plan (compliance is determined by the Planning Director pursuant to the Hawes Crossing PAD).

6.3 Prohibited Uses in Open Space. Areas identified as Open Space on a Specific Plan and associated plat or easement can only be used for open space, trails, or parks, which may also function as drainage and retention areas, and ancillary uses such as urban plazas, play equipment, and other park improvements (which includes ancillary parking for the users of the park or Open Space but does not include parking for any commercial purposes). All other uses are prohibited on the portion of the property identified as Open Space regardless of the underlying zoning.

6.3.1 Additionally, following the approval of a Specific Plan and prior to the Final Plat being recorded, Open Space that is five contiguous acres or greater, Owner shall record with Maricopa County a restrictive covenant (or similar document), which is agreed to by Owner and City each in their reasonable discretion, prohibiting these Open Space areas from being used for any other purposes. The restrictive covenant (or other similar document) must be recorded prior to recordation of the final plat.

6.3.2 Relocation of Open Space after Approval of Specific Plan. After a Specific Plan for a development is approved, the Open Space can only be relocated if the Owner amends the Specific Plan (including the site plan submitted with the Specific Plan) subject to review and approval by City in accordance with its regular and customary procedures and provided further, if the Planning Director determines, in his or her sole discretion, the change is a major amendment (as that term is used in the Zoning Ordinance) to the Specific Plan or the site plan, the change must be approved by the City Council.

6.4 Construction and Maintenance of Common Areas, Open Space and Other Improvements. The Owner of the Site-Specific Property, at its sole cost and expense, shall design,

construct, install and maintain the Open Space amenities, landscape tracts, private infrastructure and private drives identified in the Specific Plans and as required by Applicable Laws.

6.5 Required Open Space in Single Residential Development. Each Specific Plan will identify the maximum number of residential dwelling units for the residential subdivision (the “**Required Residential**”). Each Specific Plan for a single residential subdivision (e.g., RS-6, RSL-4, and RSL-2.5) must provide a minimum of fifteen percent (15 %) of Open Space within the boundaries of the Site-Specific Property; and a minimum of three percent (3%) of that Open Space shall be dedicated to parks. Further, Owner agrees to construct the Open Space with the construction of, or prior to completion of, thirty percent (30%) of the Required Residential identified on the Specific Plan for the Site-Specific Property. The City will not issue any additional building permits for any single residence dwelling unit above the 30% until the required Open Space for the particular Specific Plan is constructed and approved by the City.

6.6 Required Open Space in Non-Residential and Multiple Residential Development. Each Specific Plan with multiple residential development (e.g. RM-5) and non-residential development must provide, at a minimum, the Open Space required in the Zoning Ordinance as of the effective date of the Hawes Crossing PAD (Ordinance # \_\_\_\_\_), within the boundaries of each Site-Specific Property.

6.7 Submittal of a New Open Space Master Plan for a Specific Development. A development with 160 or more contiguous acres may, concurrently with the submission of a Specific Plan, submit a new open space master plan for the development, for review and approval by the Planning Director. If the new open space master plan meets or exceeds the approved Open Space Plan and otherwise complies with the Hawes Crossing PAD, the Specific Plan for the development, Applicable Laws and this Agreement, the Planning Director may, in his or her sole and absolute discretion, administratively approve the new open space master plan for that development. If a new open space master plan does not meet or exceed the approved Open Space Plan or does not comply with the Hawes Crossing PAD, the Specific Plan for the development, Applicable Laws and this Agreement, the new open space master plan must be approved by the City Council.

7. Airport Wayfinding Signs. In order to inform the public of the proximity of the Project to the Phoenix Mesa Gateway Airport, Owners shall be responsible for installing and maintaining wayfinding signs. The location of the signs will be determining by City, in its reasonable discretion, during review and approval of each Specific Plan. Additionally, the Owner immediately adjacent to the right-of-way where the wayfinding sign is located is responsible, at its sole cost and expense, for the installation, construction maintenance, repair and replacement of the wayfinding sign or signs. City or Phoenix Mesa Gateway Airport will design the signs and such signs may include an image of an aircraft. If Owner fails to install or maintain such sign or signs, City or Phoenix Mesa Gateway Airport may install or maintain the sign or signs and Owner shall reimburse City or Phoenix Mesa Gateway Airport, as applicable, for such costs within thirty (30) days of invoice to Owner.

8. Prohibited Uses. Owners acknowledge that certain uses on the Property are not compatible with the surrounding area and should be, and will be, prohibited on the Property. Notwithstanding

anything in Applicable Laws (including but not limited to the Zoning), the uses described in Exhibit L will at all times be prohibited on the Property within the Project that is zoned General Commercial (“GC”) and the uses described in Exhibit M will at all times be prohibited on Property within the Project that is zoned with a Residential Zoning District.

9. Legal Nonconforming Uses. The City acknowledges and agrees as of the Effective Date, any legal nonconforming structures, buildings, lots or uses on the Property may continue on the Property subject to compliance with Applicable Laws including Chapter 36 of the Zoning Ordinance.

10. Infrastructure Improvements.

10.1 Compliance with Master Reports. The City has reviewed and approved the Master Reports for the Project which includes: Master Water Report, Master Wastewater Report, and Master Drainage Report prepared by Hilgartwilson, LLC, and the Master Traffic Impact Analysis prepared by CivTech. The Master Reports identify the water, wastewater, drainage, roadway and transportation infrastructure improvements necessary to develop the Project and each Village. Additionally, the Site-Specific Infrastructure Plan submitted with each Specific Plan will identify the infrastructure improvements relevant to the Site-Specific Property and may demonstrate the need for additional infrastructure beyond those described in the Master Reports.

10.2 Infrastructure Improvements. Owner, at its sole cost and expense, shall design, construct, install, and extend the Infrastructure Improvements related to the portion of the Property being developed, as those infrastructure improvements are identified in the Master Reports, the Site-Specific Infrastructure Plan, this Agreement, and as required by Applicable Laws. The Infrastructure Improvements may be installed in phases as needed to serve the portion of the Property being developed, subject to the City’s review and approval. In certain circumstances the requirements in the Master Reports, Site-Specific Infrastructure Plan, and/or this Agreement are greater than the requirements in the Applicable Laws; in such event, the requirements in the Master Reports, Site-Specific Infrastructure Plan, and/or this Agreement shall control.

10.2.1 Required Public Improvements. Owner acknowledges and agrees that as a condition to the development of Site-Specific Property, the City in its reasonable discretion will determine which of the required regional water, wastewater, stormwater, drainage, roadway, and other infrastructure improvements, described and depicted in the Master Reports (collectively, “**Public Improvements**”), must be extended beyond the boundaries of the Site-Specific Property and the Owner of the Site-Specific Property must, at its sole cost and expense, design, construct, install, and extend all the required Public Improvements. City may require as Public Improvements all of the following types of improvements: (i) oversizing the Infrastructure Improvements shown on the Master Reports or Site-Specific Infrastructure Plan; (ii) extending water lines shown on the Master Reports or Site-Specific Infrastructure Plan and as required by the City that may include extensions to provide adequate pressure, looping, fire flows, and redundancies; (iii) extending wastewater improvements shown on the Master Reports or Site-Specific Infrastructure Plan as necessary to connect to the receiving wastewater outfall; (iv) extending roadway improvements (e.g., streets, sidewalks, lighting, signals) shown on the Master Reports or Site-Specific Infrastructure Plan as required by the City that may include extensions to

provide sufficient and multiple accesses; (v) extending stormwater improvements shown on the Master Reports or Site-Specific Infrastructure Plan to mitigate the stormwater discharge in a manner that prevents any increased or new adverse effects such discharge may have on other properties; and (vi) extending regional improvements shown on the Master Reports or Site-Specific Infrastructure Plan across the frontage of, or within, the Site-Specific Property and to and across any adjacent roadway. By way of example, and without limiting the foregoing, the Public Improvements the City may require as part of the development of certain Site-Specific Properties are further described and shown in the attached Exhibit N; this exhibit is intended for illustrative purposes only and in no way limits the Public Improvements City may require under this Subsection. Additionally, and separately from the requirements above, the Parties agree that City may require oversizing of the Public Improvements beyond what is shown in the Master Reports and in conjunction with participation in City's City Share program.

10.2.1.1 Notice to First Development in Each Village. Owners acknowledge and understand that the first development within each Village will inherently have more Public Improvements to design, construct, install, and connect in order to extend public infrastructure to the Village. Owners shall (at its sole cost and expense) design, construct, install, and connect all Infrastructure Improvements, including the Public Improvements required by City under Subsection 10.2.1 above, which includes extending the Infrastructure Improvements beyond the boundaries of the Site-Specific Property. By way of example, and without limiting the foregoing, see Exhibit N.

## 11. Amendments to Master Reports.

11.1 Amendments Determined Necessary by City. With the submission of each Specific Plan or submission of improvements plans for the development of a Site-Specific Property, City may require the Owner to amend the Master Reports if City, through its City Manager or the City Manager's designee, determines: (i) the current intensity of the land uses is greater than originally proposed or the intensity of the actual use warrants an amendment, (ii) a proposed development would change the intensity of land uses and such change warrants an amendment, (iii) an error or omission in the Master Reports warrants an amendment, or (iv) any approved change to the Hawes Crossing PAD or this Agreement that effects the Master Reports or the necessary Infrastructure Improvements for the Project that warrants an amendment. The City may also amend the Master Reports if the City determines any of (i) through (iv) above exists. Specific Plans will not be approved by the City until such required amendments to the Master Reports are made. Amendments to the Master Reports that are required by City under this Section do not require approval of an Owner or the Owners.

11.2 Amendments Requiring Consent of an Owner, Certain Owners, ASLD Successors, and City. If an Owner or ASLD Successor submits a Specific Plan that does not comply with the Master Reports which requires the Master Reports be amended or if an Owner, State or an ASLD Successor wants to reduce a requirement in the Master Reports, the Owner, State or ASLD Successor, as applicable, must submit revised Master Reports, for review and approval by the City; provided however, that such revised Master Reports shall be accompanied by written consent of the Owners, State and ASLD Successors affected by the amendments to the Master Reports (City will determine if State, any ASLD Successors, and/or

any Owners are affected by the amendments). Without limiting the foregoing, if an Owner, State, or an ASLD Successor requests an amendment to the Master Reports in order to reduce a requirement, the Owner, State, or ASLD Successor, as applicable, must show that the reduction requested is due to a change in the intensity of the land uses or an error or omission in the Master Reports, and provide evidence to demonstrate that the reduction will not impact previous or future development within the Project.

11.3 Additional Infrastructure Created by Amendments to Master Reports. If an Owner submits a Specific Plan that does not comply with the Master Reports which demonstrate the need for additional Infrastructure Improvements beyond those described in the Master Reports or this Agreement, the Owner of the Property that requires such additional Infrastructure Improvements for the development of its portion of the Property, at its sole cost and expense, shall design, construct, install and connect such additional Infrastructure Improvements as a condition of the development of the Site-Specific Property that requires such additional Infrastructure Improvements.

11.4 Existing Developments not Affected by Amendments to Master Reports. Amendments to the Master Reports are not intended to, and do not, apply to previously completed developments or developments that have commenced construction (as to that portion or phase that has commenced construction) so long as Owner diligently pursues completion of such construction.

## 12. Rights-of Way and Easements.

12.1 Acquisition of Rights-of-Way and Easements Within and Outside the Project. Owners acknowledge that the Hawes Crossing PAD and the development of the Project on the Property will have significant benefits for the Property and for each individual Owner. Additionally, the Project consists of property owned by multiple property owners and in order to develop a cohesive Project it requires the dedication of property for easements and rights-of-way that are within and outside the boundaries of the Property, from other Owner(s) or ASLD Successors within the Project or other property owners not associated with the Project or the Property. For the benefit of the Project, each Owner agrees to dedicate to the City, at no cost, the easements or rights-of-way required for the Project as set forth in this Section 12 and its subsections. Additionally, Owners agree to obtain the rights-of-way and easements required for the Infrastructure Improvements located outside the boundaries of its Property as set forth in this Section 12, and its subsections, prior to issuance of the first permit for any construction on the Site-Specific Property. The Owner's obligations as set forth in this Section 12, and its subsections, shall survive the termination, cancellation, or expiration of this Agreement and are enforceable by specific performance, or any means permitted in law or equity.

12.2 Rights-of-Way and Easements Located Within the Project. Owner, at its sole cost and expense, shall obtain from State, other Owners or ASLD Successors all rights-of-way, rights of entry, easements and/or other use rights and shall dedicate to the City all the rights-of-way and easements on or within the Project, for the construction, installation, maintenance, or operation of the Infrastructure Improvements for the development of the Owner's property, as required by the City.

12.2.1 Owners and ASLD Successors Obligations to Dedicate Rights-of-Ways and Easements. Upon the written request by an Owner or if required by City (the “**Requesting Entity**”), the ASLD Successors or another Owner in the Project, without receiving compensation, shall dedicate to City the rights-of-way and/or easements for the Infrastructure Improvements necessary for the Requesting Entity to develop any Site-Specific Property (or to develop the rights-of-way as to City) or any portion thereof whether such rights-of-way or easements are within the Owner’s property or any other ASLD Successors or Owners property within the Project. The dedication shall be in the standard form required by the City of Mesa and shall be fully executed within 30 calendar days of written request of Requesting Entity. Without limiting remedies under this Agreement, the Requesting Entity (after expiration of the 30 calendar day request) can bring an action seeking injunction, specific performance, declaratory action, special action, or other similar relief (whether characterized as mandamus, injunctive relief, specific performance or otherwise) requiring another Owner or ASLD Successors to comply with the requirements of this Subsection; City will require the requesting Owner to bring such an action to obtain the necessary rights-of-way and/or easements. Without limiting the foregoing and by way of example, if in order for Owner 1 to develop its property it needs to extend the Infrastructure Improvements across property owned by Owner 2, then Owner 2, without compensation, and within 30 calendar days of written request of Owner 1, shall dedicate the rights-of-way and/or easements required by City in order for Owner 1 to develop its property; and if Owner 2 does not grant or dedicate such rights, Owner 1 can bring an action for relief requiring Owner 2 to comply with the requirements in this Subsection.

12.3 Rights-of-Way and Easements Located Outside the Boundaries of the Project. Each Owner, at each Owner’s sole cost and expense, is also responsible for obtaining and dedicating to the City all necessary rights-of-way and easements located outside the Project that are required by the City for the construction, maintenance, or operation of the Infrastructure Improvements associated with the development of any Village or Site-Specific Property. All rights-of-way and easements shall be dedicated to City prior to the issuance of the first permit for any construction on the Site-Specific Property.

12.4 Failure to Obtain Rights-of-Way and Easements. Owners acknowledge and agree that if an Owner cannot obtain the rights-of-way and easements required for the development of its portion of the Property (regardless as to whether such property is located within or outside the boundaries of the Project), then such Owner will have no rights to develop its portion of the Property, and such Owner may not develop its portion of the Property until the Owner obtains all the rights-of-way and easements required under this Agreement and Applicable Laws.

12.5 Request for Condemnation. If after expending best efforts for a commercially reasonable amount of time (which shall be no less than one year from the date the Owner receives the first written appraisal) an Owner is unable to secure required rights-of-way or easements from a property owner that is not an Owner or ASLD Successor under this Agreement (i.e., the rights-of-way and easements are outside the Project), the Owner may submit in writing to City a request that the City consider condemnation action to obtain the required rights-of-way and easements that

the Owner is unable to secure and that are necessary for the development of the Owner's Property or any portion thereof. As part of such request, Owner shall provide detailed information regarding the Owner's efforts to obtain such rights including but not limited to appraisals of the property and the offers and counteroffers made to acquire such rights and other alignment alternatives considered and an explanation why those alternatives are not feasible. The City will consider the request and the City, in its sole and absolute discretion, will decide if it will pursue the requested condemnation. The City has no obligation to pursue any condemnation action. If the City decides not to proceed with the requested condemnation, the City's decision does not shift, modify, or otherwise alter an Owner or Owners' obligations under Section 12 and all its subsections.

13. Dedication and Acceptance of Infrastructure Improvements. Upon completion by Owner of any Infrastructure Improvements, the Owner shall comply with all Applicable Laws and City processes, and dedicate to the City, at no cost to the City, such Infrastructure Improvements free and clear of all liens and encumbrances and in accordance with City standards applicable to such dedication and acceptance.

14. Dedication of 30 Foot Utility Easement. Owners acknowledge and agree that City would not have rezoned certain property north of Elliot Road to a residential use but for Owners agreement herein to provide a 30-foot easement to bring electric power from Salt River Project ("SRP") transmission corridor (the corridor located north of Elliot Road) down to Elliot Road; and the Owners that are required to dedicate this easement shall not be entitled to develop its Property until granting a thirty-foot wide permanent perpetual utility easement as described below:

(a) Each Owner that owns property that is north of Elliot Road and adjacent to the western side of Hawes Road (the Hawes Road alignment) as depicted on and described in Exhibit Q (the "**Utility Corridor**") shall dedicate to City (or City may require the dedication to be to Salt River Project) a thirty (30) foot wide permanent perpetual utility easement for utilities including, but not limited to, above ground electric power distribution and all related and appurtenant facilities in the standard form or forms required by City or SRP (the "**Utility Easement**"). Without limiting the forgoing, and by way of example, a current SRP form electric distribution easement is attached as Exhibit P.

(b) The thirty (30) foot width of the Utility Easement shall be measured from the point back of all rights-of-way and public utility easements/public utility and facility easements that have been or are required to be dedicated to the City. For further clarity, the 30-foot Utility Easement shall be separate from and not overlap any rights-of-way or public utility easements/public utility and facility easements.

(c) Each Owner in the Utility Corridor will grant to City (or to SRP) the Utility Easement at any of the following times as determined by City: (a) prior to or concurrently with the approval of a Specific Plan, (b) prior to the recordation of the final subdivision map, (c) prior to the issuance of a building permit, or (d) upon written request by the City or SRP. If there is a conflict between the terms of this Agreement and the terms in the Utility Easement, the terms of the Utility Easement will control.

15. Dedication of 30 Foot Open Space Buffer. Owners understand and acknowledge that the City would not have rezoned certain Property on the western border of the Project to residential zoning district but for Owners agreement herein to provide a 30-foot open space buffer to minimize any adverse impacts from, and ensure compatibility with, the residential uses being located adjacent to industrial uses. Provided further, the Owners that are required to provide this buffer shall not be entitled to develop its property unless such Owner provides the thirty-foot buffer along the western portion of its property as described below:

(a) Each Owner that owns property along the western boundary of the Project shall provide a thirty (30) foot wide landscape buffer along the western portion of its property as depicted on Exhibit Q (the “**Open Space Buffer**”) to create a buffer between the existing industrial developments and the proposed residential uses. The thirty (30) foot wide buffer shall be measured from the property line after all required rights-of-way are dedicated. Provided further, the Planning Director may, in his or her absolute discretion, administratively approve a reduction to the thirty (30) foot wide buffer if the Planning Director determines the reduced buffer would adequately mitigate any adverse impacts of the proposed residential uses adjacent to the industrial uses, subject to the following limitations to the reduction:

(i) Arterial Street. If the proposed residential use is adjacent to an arterial street the Planning Director may reduce the Open Space Buffer requirement to not less than twenty (20) feet wide measured from the property line after all required rights-of-way are dedicated.

(ii) Collector Street. If the proposed residential use is adjacent to a collector street the Planning Director may reduce the Open Space Buffer requirement to not less than twenty-five (25) feet wide measured from the property line after all required rights-of-way are dedicated.

(iii) Industrial Development, Private Street, or Local Street. If the proposed residential use is adjacent to an industrial development (i.e. residential is directly adjacent to the industrial development and there is no intervening street), a private street that is the width of a local or residential street, or a local street, the Planning Director may not reduce the Open Space Buffer requirement in this Section and the thirty (30) foot wide buffer shall apply.

(b) Each Owner that is required to provide the Open Space Buffer shall identify the Open Space Buffer on a Specific Plan and associated plat that such Owner submits to City for approval. Areas identified as Open Space Buffer on a Specific Plan and associated plat or easement are subject to the same Open Space land use restrictions in Subsection 6.3. All other uses are prohibited on the portion of the property identified as Open Space Buffer regardless of the underlying zoning.

16. Warranty. Each Owner or its assignee shall give to the City a two-year warranty for all pavement improvements and a three-year warranty for all other Infrastructure Improvements, which warranty shall begin on the date that the City accepts the pavement improvements or Infrastructure Improvements, as applicable. Any material deficiencies in material or workmanship identified by City staff during the applicable warranty period shall be brought to the attention of the Owner or its assignee who provided the warranty, who shall promptly remedy or cause to be

remedied such deficiencies to the reasonable satisfaction of the City. Continuing material deficiencies in a particular portion of the pavement improvements or Infrastructure Improvements shall be sufficient grounds for the City to require: (a) an extension of the warranty for an additional one-year period, and (b) the proper repair of or the removal and reinstallation of, that portion of the pavement improvements or Infrastructure Improvements that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, each Owner agrees to repair any damage to the pavement improvements or Infrastructure Improvements caused by Owner's or its agents on the Property. Nothing contained herein shall prevent the City or Owner from seeking recourse against any other third party for damage to the pavement improvements or Infrastructure Improvements caused by such third party.

17. Payment and Performance Bonds. To ensure full and timely completion of the Project, in connection with its construction of the Infrastructure Improvements the Owner who is responsible for such Infrastructure Improvements will provide City, in the City's standard forms or forms acceptable to City in the amount of 100% of the cost of design and construction of such Infrastructure Improvements, one of the following: (i) payment and performance bonds (that names the City as an additional obligee, that is provided by a company with AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company, and which may be dual-obligee bonds with Owner's lender or lenders), (ii) an irrevocable letter of credit, from an Arizona financial institution, acceptable to the City, or (iii) escrowed funds in an amount and under an escrow account and agreement acceptable to the City.

17.1 Additional Infrastructure Assurance Requirements. In addition to the requirements of Applicable Laws, Owners agree and understand City will withhold the issuance of certain approvals until the completion of the Infrastructure Improvements as follows:

(a) Commercial/Industrial Developments. For any commercial or industrial developments (including office, industrial, and mixed-use development [that portion of the mixed used that is commercial in nature and not residential]) the City will hold the issuance of the Certificate of Occupancy (or similar final approval) for any construction required for the Site-Specific Property until the applicable required Infrastructure Improvements are completed and accepted by the City by letter of acceptance (or similar final approval).

(b) Residential Developments. For any residential development (including residential that is part of a mixed-use development), Owner will not request and City will not perform Frame Inspections (as defined in the International Residential Code), City will not issue Frame Inspection approvals, and City may place holds on permits to prevent work moving at or beyond the Frame Inspection stage (the "**Frame Inspection Hold**") until the applicable required Infrastructure Improvements are completed by Owner and accepted by City by letter of acceptance (or similar final approval). The Frame Inspection Hold will not apply to any Model Home in the residential development.

18. Utility Service.

18.1 Municipal Utility Services Generally. City utility services will be provided in the

manner provided to other similarly situated customers of the City subject to the terms and limitations of, and compliance with, the Applicable Laws (including, but not limited to, Mesa City Code Title 8, Chapter 10), the Terms and Conditions for the Sale of Utilities, as well as the payment of applicable utility rates, fees and charges as adopted and in effect.

18.2 Oversized Required Infrastructure Improvements. As permitted and in conformance with the Applicable Laws, City may participate in the increased cost to the Owner of water and wastewater improvements oversized at the City's request. The City's commitment to participate in such increased costs may be formalized in a separate City standard agreement adopted by the City Council.

18.3 Private Line Agreement. As permitted and in conformance with the Applicable Laws, City and Owner or Owners may in the future enter into the City's standard private line agreement whereby, if applicable, property owners other than Owners of the Property will pay a share of the costs of water and sewer line extensions under the terms and limitations of the private line agreement and the Applicable Laws.

19. Term. This Agreement shall become effective on the date on which all the following events have occurred: this Agreement has been adopted and approved by the City Council, executed by duly authorized representatives of City and Owners, and recorded in the office of the Recorder of the County (the "**Effective Date**"). Notwithstanding anything in this Agreement to the contrary, the term of this Agreement ("**Term**") will begin on the Effective Date and shall automatically terminate on the earlier of: (a) completion of all performance obligations under this Agreement and the completion of construction of all phases of the Project on all the Property, or (b) fifty (50) years from the Effective Date of this Agreement; unless this Agreement is terminated sooner pursuant to any earlier termination provision of this Agreement. Provided further, if the Annexation, the Hawes Crossing PAD, and this Agreement are not approved on the same Council agenda or if the Annexation and Hawes Crossing PAD were not approved on a prior Council agenda, this Agreement will not be recorded and shall automatically terminate.

20. Dispute Resolution. The Parties agree if a dispute arises with respect to this Agreement, the Parties shall cooperate, diligently and in good faith to resolve all matters under this Agreement in accordance with this Section. The Parties shall use all reasonable efforts to resolve any dispute, controversy or claim (the "**Dispute**") through good faith negotiations. If Owner has a Dispute, Owner and City staff shall work in good faith to resolve the Dispute. If after good faith negotiations aimed at reaching an amicable solution the Dispute cannot be resolved, the Dispute shall be escalated to the Assistant City Manager or Deputy City Manager and the Owner of the Property to attempt to resolve the Dispute. If the Dispute is not resolved by the Owner and the Assistant City Manager or Deputy City Manager, the Dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

21. City Representations. City represents and warrants to Owners that:

21.1 Subject to the terms and provisions of this Agreement, City has the full right, power and authority to enter into this Agreement and perform this Agreement and each of the obligations and undertakings of City under this Agreement, and City's execution, delivery and performance of

this Agreement have been duly authorized and agreed to in compliance with the requirements of the City Code.

21.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement by City have been obtained, and no further action needs to be taken in connection with City's execution, delivery and performance of this Agreement.

21.3 City will execute and acknowledge, when appropriate, all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

21.4 As of the date of this Agreement, City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to Owners.

21.5 City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

22. Owners' Representations and Indemnification of City.

22.1 Each Owner, intending that City will rely (and is entitled to rely) on the following representations and warranties, represents and warrants to City that:

(a) Owner has the full right, power and authorization to enter into and perform this Agreement and each of Owner's obligations and undertakings under this Agreement, and (if Owner is an entity or a trustee) Owner's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with Owner's organizational documents (including but limited to all applicable trust instruments) and Applicable Law.

(b) All consents and approvals necessary for Owner's execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with Owner's execution, delivery and performance of this Agreement.

(c) Owner will promptly execute and acknowledge, when appropriate, all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

(d) As of the date of this Agreement, Owner upon due inquiry knows of no litigation, proceeding or investigation pending or threatened against or affecting Owner contesting the validity or enforceability of this Agreement or Owner's performance under this Agreement, which has not been disclosed in writing to City.

(e) The execution, delivery and performance of this Agreement by Owner are not prohibited by, and do not conflict with, any of the organizational documents (including but limited to all applicable trust instruments) of Owner or any other agreements, instruments, judgments or decrees to which Owner is a party or to which Owner is otherwise subject.

(f) Owner has not paid or given, and will not pay or give, any Third Party any money or other consideration for obtaining this Agreement.

(g) Owner has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

22.2 Each Owner agrees to indemnify, defend, pay and hold harmless all City Parties for, from and against any and all claims and charges relating to or arising from, in whole or in part:

(a) Such Owner's entering into and delivering this Agreement;

(b) The recordation of this Agreement against such Owner's real property and real property interests, as described in this Agreement;

(c) Any claim by such Owner (and any person or entity claiming by or through such Owner) that such Owner's entering into and delivery of this Agreement has not been fully authorized by all required action on behalf of such Owner;

(d) Any claim by such Owner that any Notice required by this Agreement and that was delivered in accordance with the terms of Section 24.9 of this Agreement did not provide actual Notice to such Owner (or to any person or entity claiming by or through such Owner); and

(e) Any claim by such Owner that any waiver given or granted in this Agreement was not the lawful and voluntary waiver of or by such Owner (or by any person or entity claiming by or through such Owner).

For the purposes of this Subsection 22.2, "**City Parties**" means the City Council of the City of Mesa, all officials, employees, agents and contractors of the City of Mesa, and their successors and assigns.

## 23. Default.

23.1 Events of Default. Any Party shall be deemed to be in default under this Agreement if the Party breaches any obligations required to be performed by it hereunder, subject to the provisions of Subsection 23.3.

23.2 Remedies. Whenever a default occurs and is not cured (or, if appropriate, cure undertaken) by the defaulting Party in accordance with Subsection 23.3 of this Agreement, the non-defaulting Party's sole and exclusive remedies shall consist of and be limited to seeking injunction, specific performance, declaratory action, special action, or other similar relief (whether characterized as mandamus, injunctive relief, specific performance or otherwise). Notwithstanding anything herein to the contrary, each Party expressly waives any and all right to terminate this Agreement, and/or seek damages as a remedy with respect to a default. Additionally, the City may revoke any City approval, permit, or certificate of occupancy for the Project or on any portion thereof of, or for any structure on the Property that does not comply with the requirements in this Agreement. The specific performance remedy provided in

this Subsection 23.2 shall be cumulative relief and shall not be a limitation on the City's other remedies.

23.3 Grace Periods; Notice and Cure. Upon the occurrence of an event of default by any Party, such Party shall, upon receipt of written notice from the non-defaulting Party, proceed promptly to cure or remedy such default and, in any event, such default shall be cured within thirty (30) days after receipt of such notice, or, if such default is of a nature that is not capable of being cured within thirty (30) days, the cure shall be commenced within such period and diligently pursued to completion. The non-defaulting Party shall not exercise any remedies pursuant to Subsection 23.2 until and unless the applicable cure period described in this Subsection 23.3 has expired and the default remains uncured at such time.

23.4 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the non-defaulting Party or with respect to the particular default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the default involved.

23.5 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other default by the other Party.

## 24. General Provisions.

24.1 Assignments to Community Association. Except where specifically set forth to the contrary in this Agreement, but in no event prior to Owner's completion of, and City acceptance of, the Infrastructure Improvements required by City under this Agreement, Owners' obligations under this Agreement may be assigned to the Master Association, upon the Master Association's written acceptance and assumption of the responsibilities assigned, without prior written consent of the City; provided, however, that the Owner shall deliver a copy of such written acceptance and assumption of the assignment to the City not later than ten days following execution of same by the Master Association. Further (subject to Owner's completion of the Infrastructure Improvements required by City under this Agreement), if there is no Master Association, an Owner's obligations herein may be assigned to the HOA established for the development, upon the HOA's written acceptance and assumption of the responsibilities assigned, without prior written consent of the City; provided, however, that the Owner of the Property shall deliver a copy of such written acceptance and assumption of the assignment to the City not later than ten days following execution of same by the HOA.

24.2 Recordation. This Agreement shall be recorded in its entirety in the Maricopa County Recorder's Office not later than ten days after its full execution by the Parties.

24.3 Governing Law; Choice of Forum. This Agreement will be deemed to be made under, will be construed in accordance with, and will be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement will be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Subsection 24.3.

24.4 Attorneys' Fees. No 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. Each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

24.5 Successors and Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns; provided, however, that Owners' rights and obligations hereunder may be assigned, in whole or in part, only to a person or entity that has acquired title to the Property or a portion thereof and only by a written instrument recorded in the Official Records of Maricopa County, Arizona, expressly assigning such rights and obligations. In the event of a complete or partial assignment by an Owner or Owners, all or a portion of Owner's or Owners' rights and obligations hereunder shall terminate effective upon the assumption by Owner's or Owners' assignee of such rights and obligations and the delivery of that executed assignment agreement to the City Manager.

24.6 Termination Upon Sale of Residential Lots. Except as otherwise provided herein, the Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the individual residential lots within the Property and any tracts or land intended to be dedicated or conveyed to the City, any other public or quasi-public entity, any utility provider, any homeowner association (i.e. A.R.S. § 33-1802(1)) or any school district. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement shall terminate without the execution or recordation of any further document or installment as to any individual residential lot and any tracts or land dedicated or conveyed to the City, any utility provider, any homeowner association or any school district, and thereupon such individual residential lot and any tracts or land dedicated or conveyed to City, any utility provider, any homeowner association or any school district shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

24.7 Limited Severability. City and Owners each believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, City code or City charter), such provision will be deemed severed from this Agreement and this Agreement will otherwise remain in full force and effect; provided that



*If by United States Postal Service:*  
Post Office Box 1466  
Mesa, Arizona 85211-1466

If to Owners: Mesa-Casa Grande Land Co. LLC  
Attn: James H. Boyle  
19965 East Elliot Road  
Mesa, AZ 85212

Mesa-Casa Grande Land Co. LLC  
Attn: James W. Boyle  
19645 East Elliot Road  
Mesa, AZ, 85212

With a required copy to: Rose Law Group pc  
Attn: Cameron Carter  
7144 E. Stetson Drive, Ste. 300  
Scottsdale, Arizona 85251

(b) Effective Date of Notices. Any Notice sent by United States Postal Service certified or registered mail will be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any Notice sent by a recognized national overnight delivery service will be deemed effective one (1) business day after deposit with such service. Any Notice personally delivered or delivered through a same-day delivery/courier service will be deemed effective upon its receipt (or refusal to accept receipt) by the addressee. Any Party may designate a different person or entity or change the place to which any Notice will be given as provided.

(c) Representative Owners. Owners have appointed the Owners named as notice party above (the “Representative Owners”) to serve as agents on behalf of all Owners to receive any Notices required to be delivered to any or all Owners hereunder. Representative Owners shall be responsible to make commercially reasonable efforts to deliver any Notices received promptly after receipt of the same, and any Notice delivered to the Representative Owners shall be deemed to have been delivered to all Owners upon the date that is ten (10) business days after Effective Date of any Notice pursuant to Subsection 24.9(b). Owners shall be entitled from time to time to appoint one or more additional or replacement Representative Owners by written notice delivered to the City and any other Representative Owner, if any, which Notice shall include both the new or added Representative Owner(s) and any Owner or Representative Owner to be removed from as a notice party.

(d) Changes of Address. Addresses of the Parties may be changed by Notice given to the other Parties (each, an “**Updated Address**”) in strict compliance with this Section 24.9. Each Owner agrees that (i) any Notice given by City to such Owner at the address shown above for such Owner’s Notices (or to an Updated Address) will be effective if delivered to such address in accordance with this Section 24.9; and that (ii) Notice to any Owner that co-owns or holds any interest of record in such Owner’s Parcel will constitute Notice to such Owner as if given to such Owner.

24.10 Section Headings and References. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement. Any references in this Agreement to a "section" or a "subsection" shall include all subsections and paragraphs thereof.

24.11 Third Party Beneficiaries. No person or entity will be a third-party beneficiary to this Agreement, except for: (i) permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Owner or Owners under this Agreement and (ii) State and ASLD Successors, who are intended third-party beneficiaries and may enforce as to Sections 10, 11 and 12 of this Agreement. For purposes of clarity, Owners are intended third-party beneficiaries to Sections 10, 11 and 12 to the Development Agreement between the City and the State, approved by the Mesa City Council on February 24, 2020; and the State and ASLD Successors are intended third-party beneficiaries to Sections 10, 11 and 12 of this Agreement also approved by the Mesa City Council on February 24, 2020.

24.12 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.

24.13 Integration. Except as expressly provided in this Agreement, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

24.14 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (a) this Agreement as in full force and effect and (b) the performance of the obligations hereunder at any time during its Term.

24.15 Exhibits. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

24.16 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 day 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. (Arizona time) on the last day of the applicable time period provided herein.

24.17 Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use or other matter, such consent or approval may be

given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise. Any consent or approval required by this Agreement may be provided by the City Manager (or designee) unless otherwise specified or required by Applicable Laws.

24.18 Conflict of Interest Statute. This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. §38-511.

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

24.20 Amendments to this Agreement. All amendments to this Agreement must be signed by City and an Owner (or Owners as provided in Subsection 24.20(b) below) and shall be recorded in the Official Records of Maricopa County, Arizona within ten (10) days after execution. Upon amendment of this Agreement, references to “Agreement” or “Development Agreement” will mean the Agreement as amended. If, after the effective date of any amendment(s), the parties find it necessary to refer to this Agreement in its original, unamended form, they will refer to it as the “Original Development Agreement.” When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties will refer to it by the number of the amendment as well as its effective date. For purposes of clarity as to who has must sign an amendment to this Agreement, the following shall apply:

(a) City Manager or City Council Approval for an Amendment. As provided in the resolution approving this Agreement certain amendments may be reviewed and approved by the City Manager, in the City Manager’s sole discretion. The City through its City Attorney shall determine whether an amendment may be approved by the City Manager pursuant to the resolution approving this Agreement and such determination shall be final. All other amendments are subject to approval by the City Council. Additionally, if an amendment requires a modification to a condition of approval of the Hawes Crossing PAD zoning ordinance, in addition to modifying this Agreement, Owner will be required to seek a rezoning to modify the condition of approval in accordance with the City’s regular and customary procedures pursuant to the Applicable Laws.

(b) Owner or Owners Necessary for Amendment. The Parties also understand that the Property is owned by multiple Owners and may be subdivided and sold to various homebuilders and developers so obtaining the consent or approval of all the Owners would be impractical. Therefore, for purposes of amending this Agreement, only the Owner or Owners seeking an amendment of this Agreement shall be required to sign such amendment and no other consents or approvals are required. Provided further, if City (through its City Manager, or his designee, in his sole and absolute discretion, which shall be final) determines that an amendment materially affects another Owner (other than the Owner or Owners that seek the amendment) or materially increases the obligations of another Owner, each such Owner will also be required to sign the amendment and if such signatures are not obtained, the Owner or Owners requesting the amendment shall modify its request as to not materially affect any Property (or portion thereof) or not to materially increase the obligations of another Owner, for which consent or approval is not obtained.

24.21 Covenants Running With Land; Inurement. The covenants, conditions, terms and provisions of this Agreement shall, except as set forth in Subsection 24.6 above, run with each portion of the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Property. Wherever the term "Party" or the name of any particular Party is used in this Agreement, such term shall include any such Party's permitted successors and assigns.

24.22 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

24.23 Nonliability of City Officials, Etc., and of Employees, Members and Partners, Etc. of an Owner or the Owners. No City Council member, official, representative, agent, attorney or employee of City will be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any Default or breach by City or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Owner or Owners under this Agreement will be limited solely to the assets of Owner or Owners and will not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Owner or Owners; (ii) the shareholders, members or managers or constituent partners of Owner or Owners; or (iii) officers of Owner or Owners.

24.24 Proposition 207 Waiver. Owners hereby waive and release City ("**Waiver**") 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 all or any part of the Property, as a result of City's approval of this Agreement, any and all restrictions and requirements imposed on Owners, the Project and the Property by this Agreement, the General Plan amendment, the Zoning, the Hawes Crossing PAD, the City's approval of Owners' plans and specifications for the Project, the issuance of any permits, and all related zoning, land use, building and development matters arising from, relating to, or reasonably inferable from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections). The terms of this Waiver shall run with all land that is the subject of this Agreement and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

24.25 Preserve State Shared Revenue. Notwithstanding any other provision of, or limitation in, this Agreement to the contrary, if pursuant to A.R.S. § 41-194.01 the Attorney General determines that this Agreement violates any provision of state law or the Constitution of Arizona, City and Owners shall use all and best faith efforts to modify the Agreement so as to fulfill each Parties obligations in the Agreement while resolving the violation with the Attorney General. If within thirty days of notice from the Attorney General pursuant to and under the provisions of A.R.S. § 41-194.01(B)(1), the City and Owners cannot agree to the modifications to the Agreement, this Agreement shall automatically terminate at midnight on the thirtieth day after

receiving such notice from the Attorney General, and upon such termination the Parties shall have no further obligations under this Agreement. Additionally, if the Attorney General determines that this Agreement may violate a provision of state law or the Constitution of Arizona under A.R.S. § 41-194.01(B)(2), and requires the posting of a bond under A.R.S. § 41-194.01(B)(2), City shall be entitled to terminate this Agreement, except if Owners post such bond; and provided further, that if the Arizona Supreme Court, determines that this Agreement violates any provision of state law or the Constitution of Arizona, City may terminate this Agreement and the Parties shall have no further obligations hereunder.

24.26            Survival. The provisions contained in Section 12 of this Agreement will survive the execution and delivery of this Agreement and the rescission, cancellation, expiration or termination of this Agreement.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**CITY**

CITY OF MESA, ARIZONA, an Arizona municipal corporation

\_\_\_\_\_  
By: Christopher J. Brady  
Its: City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James N. Smith, City Attorney

STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Christopher J. Brady, the City Manager of the City of Mesa, Arizona, an Arizona municipal corporation, who acknowledged that he signed the foregoing instrument on behalf of City.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNERS:**

**OWNER OF PROPERTY IN EXHIBIT B-1**

MESA-CASA GRANDE LAND CO. LLC,  
an Arizona limited liability company

\_\_\_\_\_  
By: James H. Boyle  
Its: Manager & Authorized Representative

STATE OF ARIZONA        )  
                                  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by James H. Boyle, Manager & Authorized Representative of Mesa-Casa Grande Land Co. LLC,  
an Arizona limited liability company, who acknowledged that he signed the foregoing instrument  
on behalf of Owner of the Property in Exhibit B-1.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-2**

ROBO LAND, LLC,  
an Arizona limited liability company

\_\_\_\_\_  
By: James H. Boyle  
Its: Authorized Representative

STATE OF ARIZONA       )  
                                      ) ss.  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by James H. Boyle, Authorized Representative of Robo Land, LLC, an Arizona limited liability company, who acknowledged that he signed the foregoing instrument on behalf of the Owner of the property in Exhibit B-2 .

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-3**

MESA-CASA GRANDE LAND CO. LLC,  
an Arizona limited liability company

\_\_\_\_\_  
By: James H. Boyle  
Its: Manager & Authorized Representative

STATE OF ARIZONA        )  
                                  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by James H. Boyle, Manager & Authorized Representative of Mesa-Casa Grande Land Co., LLC,  
an Arizona limited liability company, who acknowledged that he signed the foregoing instrument  
on behalf of Owner of the property in Exhibit B-3.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-3 (cont'd.)**

\_\_\_\_\_  
GLENDA J. STECHNIJ, Trustee of the STECHNIJ  
LIVING TRUST, DATED SEPTEMBER 25, 1995

STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Glenda J. Stechnij, the Trustee of The Stechnij Living Trust, dated September 25, 1995, who acknowledged that she signed the foregoing instrument on behalf of Owner of the property in Exhibit B-3.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-3 (cont'd.)**

\_\_\_\_\_  
JERRY R. LUECK, Co-Trustee of the ALBERT C.  
LUECK JR. FAMILY TRUST, DATED JANUARY 30,  
1990

STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Jerry R. Lueck, Co-Trustee of the Albert C. Lueck Jr. Family Trust, dated January 30, 1990, who acknowledged that he signed the foregoing instrument on behalf of Owner of the property in Exhibit B-3.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-4**

CHARLES FEENSTRA DAIRY, L.L.C.  
an Arizona limited liability company

---

By: Charles L. Feenstra  
Its: Authorized Representative

STATE OF ARIZONA        )  
                                      ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Charles L. Feenstra, the Authorized Representative of Charles Feenstra Dairy, L.L.C., an Arizona limited liability company, who acknowledged that he signed the foregoing instrument on behalf of Owner of the property in Exhibit B-4.

---

Notary Public

My commission expires:

---

**OWNER OF PROPERTY IN EXHIBIT B-5**

\_\_\_\_\_  
CHARLES L. FEENSTRA, Trustee of the FEENSTRA  
LIVING TRUST, DATED FEBRUARY 25, 1980

STATE OF ARIZONA        )  
                                  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Charles L. Feenstra, Trustee of the Feenstra Living Trust, dated February 25, 1980, who acknowledged that he signed the foregoing instrument on behalf of Owner of the property in Exhibit B-5.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-6**

\_\_\_\_\_  
BILLY W. MAYNARD, Co-Trustee of the BILLY W.  
AND NORA D. MAYNARD LIVING TRUST, DATED  
SEPTEMBER 29, 2006

STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Billy W. Maynard, Co-Trustee of the Billy W. and Nora D. Maynard Living Trust, dated September 29, 2006, who acknowledged that he signed the foregoing instrument on behalf of Owner of property in Exhibit B-6.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-6 (cont'd)**

\_\_\_\_\_  
NORA D. MAYNARD, Co-Trustee of the BILLY W.  
AND NORA D. MAYNARD LIVING TRUST, DATED  
SEPTEMBER 29, 2006

STATE OF ARIZONA        )  
                                      ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Nora D. Maynard, Co-Trustee of the Billy W. and Nora D. Maynard Living Trust, dated September 29, 2006, who acknowledged that she signed the foregoing instrument on behalf of Owner of property in Exhibit B-6.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-7**

JACK MAYNARD AND DIANNE MAYNARD, husband  
and wife

\_\_\_\_\_  
By: James H. Boyle, Attorney-in-Fact on behalf of Jack  
Maynard and Dianne Maynard, acting under Power of  
Attorney, dated January 24, 2020.

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by James H. Boyle, as Attorney-in-Fact on behalf of Jack Maynard and Dianne Maynard,  
acting under Power of Attorney, dated January 24, 2020, who acknowledged that he signed the  
foregoing instrument on behalf of Owner of the property in Exhibit B-7.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-8**

\_\_\_\_\_  
JACOB RIJLAARSDAM, Co-Trustee of the  
RIJLAARSDAM FAMILY TRUST  
DATED APRIL 24, 1992

STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Jacob Rijlaarsdam, Co-Trustee of the Rijlaarsdam Family Trust, dated April 24, 1992, who acknowledged that he signed the foregoing instrument on behalf of Owner of the property in Exhibit B-8.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-8 (cont'd)**

\_\_\_\_\_  
GLENDA J. STECHNIJ, Trustee of the STECHNIJ  
LIVING TRUST, DATED SEPTEMBER 25, 1995

STATE OF ARIZONA        )  
                                  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Glenda J. Stechnij, the Trustee of The Stechnij Living Trust, dated September 25, 1995, who acknowledged that she signed the foregoing instrument on behalf of Owner of the property in Exhibit B-8.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-9**

\_\_\_\_\_  
JACOB RIJLAARSDAM, Co-Trustee of the  
RIJLAARSDAM FAMILY TRUST  
DATED APRIL 24, 1992

STATE OF ARIZONA        )  
                                  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Jacob Rijlaarsdam, Co-Trustee of the Rijlaarsdam Family Trust, dated April 24, 1992, who acknowledged that he signed the foregoing instrument on behalf of Owner of the property in Exhibit B-9.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

BRENDA VAN OTTERLOO, Co-Trustee of the JOHN  
AND BRENDA VAN OTTERLOO FAMILY TRUST,  
dated MARCH 20, 2012

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Brenda Van Otterloo, Co-Trustee of the John and Brenda Van Otterloo Family Trust, dated March 20, 2012, who acknowledged that she signed the foregoing instrument on behalf of Owner of the property in Exhibit B-10.

My commission expires:

**OWNER OF PROPERTY IN EXHIBIT B-10 (cont'd.)**

ERIC JOHN DE JONG, Trustee of:

KAREL DE JONG 1999 HANNAH WILGENBURG  
IRREVOCABLE TRUST, DATED DECEMBER 30,  
1999; and

KAREL DE JONG 1999 TYRA WILGENBURG  
IRREVOCABLE TRUST, DATED DECEMBER 30,  
1999; and

KAREL DE JONG 2001 WILLIAM WILGENBURG  
IRREVOCABLE TRUST, DATED NOVEMBER 26,  
2001; and

KAREL DE JONG 2003 REBEKAH WILGENBURG  
IRREVOCABLE TRUST, DATED JULY 29, 2003.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Eric John De Jong, the Trustee of: the Karel De Jong 1999 Hannah Wilgenburg Irrevocable Trust, dated December 30, 1999; and the Karel De Jong 2003 Rebekah Wilgenburg Irrevocable Trust, dated July 29, 2003; and the Karel de Jong 1999 Tyra Wilgenburg Irrevocable Trust, dated December 30, 1999; and the Karel De Jong 2001 William Wilgenburg Irrevocable Trust, dated November 26, 2001, who acknowledged that he signed the foregoing instrument on behalf of Owners of the property in Exhibit B-10.

---

Notary Public

My commission expires:

**OWNER OF PROPERTY IN EXHIBIT B-10 (cont'd.)**

---

PETER J. DE JONG, Co-Trustee of:

PETE DE JONG 2006 ARIEL DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 LUKE DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 PAUL DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 PETER N. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 RIMMERT DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 STEWART DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 DEREK DE HAAN IRREVOCABLE TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 MARISSA DE HAAN IRREVOCABLE TRUST, DATED JULY 26, 2006.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Peter J. De Jong, Trustee of: the PETE DE JONG 2006 ARIEL DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 LUKE DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 PAUL DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 PETER DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 RIMMERT DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 STEWART DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 DEREK DE HAAN IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 MARISSA DE HAAN IRREVOCABLE TRUST, dated July 26, 2006, who acknowledged that he signed the foregoing instrument on behalf of Owners of the property in Exhibit B-10.

---

Notary Public

My commission expires:

---

**OWNER OF PROPERTY IN EXHIBIT B-10 (cont'd.)**

\_\_\_\_\_  
MARK A. BOUSEMA, Co-Trustee of:

PETE DE JONG 2006 ARIEL DE JONG IRREVOCABLE  
TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 LUKE DE JONG IRREVOCABLE  
TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 PAUL DE JONG IRREVOCABLE  
TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 PETER N. DE JONG IRREVOCABLE  
TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 RIMMERT DE JONG IRREVOCABLE  
TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 STEWART DE JONG IRREVOCABLE  
TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 DEREK DE HAAN IRREVOCABLE  
TRUST, DATED JULY 26, 2006; and

PETE DE JONG 2006 MARISSA DE HAAN IRREVOCABLE  
TRUST, DATED JULY 26, 2006.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Mark A. Bousema, the Trustee of: the PETE DE JONG 2006 ARIEL DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 LUKE DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 PAUL DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 PETER DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 RIMMERT DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 STEWART DE JONG IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 DEREK DE HAAN IRREVOCABLE TRUST, dated July 26, 2006; and the PETE DE JONG 2006 MARISSA DE HAAN IRREVOCABLE TRUST, dated July 26, 2006, who acknowledged that he signed the foregoing instrument on behalf of Owners of the property in Exhibit B-10.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**OWNER OF PROPERTY IN EXHIBIT B-10 (cont'd.)**

---

THEO DE HAAN, Co-Trustee of:

PETE DE JONG 2006 CASEY  
BOUSEMA IRREVOCABLE  
TRUST DATED JULY 26,  
2006; and

PETE DE JONG 2006 LUKE  
BOUSEMA IRREVOCABLE  
TRUST DATED JULY 26,  
2006; and

PETE DE JONG 2006  
GERRIT DEN DULK  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006  
ROBERT DEN DULK  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006  
NATALIE DE JONG  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006  
WILLIAM J. DE JONG  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006  
JOSINA DE JONG  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006  
JORDAN BOUSEMA  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006  
THOMAS BOUSEMA  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006  
JESSICA DEN DULK  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006 IAN DE  
JONG IRREVOCABLE  
TRUST DATED JULY 26,  
2006; and

PETE DE JONG 2006 PETER  
B. DE JONG IRREVOCABLE  
TRUST DATED JULY 26,  
2006; and

PETE DE JONG 2006  
GERRIT A. DE JONG  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006  
MATHEW DE JONG  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006 KATIE  
BOUSEMA IRREVOCABLE  
TRUST DATED JULY 26,  
2006; and

PETE DE JONG 2006  
DESIREE DEN DULK  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006  
MARENA DEN DULK  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006 JENNA  
DE JONG IRREVOCABLE  
TRUST DATED JULY 26,  
2006 and

PETE DE JONG 2006  
SERENA DE JONG  
IRREVOCABLE TRUST  
DATED JULY 26, 2006; and

PETE DE JONG 2006 JACOB  
DE JONG IRREVOCABLE  
TRUST DATED JULY 26,  
2006; and

PETE DE JONG 2006 TYLER  
DE JONG IRREVOCABLE  
TRUST DATED JULY 26,  
2006.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Theo De Haan, the Co-Trustee of: the PETE DE JONG 2006 KATIE BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 LUKE BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 THOMAS BOUSEMA IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 DESIREE DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 GERRIT DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 JESSICA DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 MARENA DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 ROBERT DEN DULK IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 IAN DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 JENNA DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 NATALIE DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 PETER B. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 SERENA DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and PETE DE JONG 2006 WILLIAM J. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 GERRIT A. DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 JACOB DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 JOSINA DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 MATTHEW DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006; and the PETE DE JONG 2006 TYLER DE JONG IRREVOCABLE TRUST, DATED JULY 26, 2006, who acknowledged that he signed the foregoing instrument on behalf of Owners of the property in Exhibit B-10.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

JASON DE JONG, an unmarried man

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

---

Notary Public

My commission expires:

**OWNER OF PROPERTY IN EXHIBIT B-10 (cont'd.)**

JONI VERBURG, a married woman, as her sole and separate property

By: Mark A. Bousema, Attorney-in-Fact on  
behalf of Joni Verburg, a married woman,  
as her sole and separate property, acting  
under Power of Attorney, dated January 29, 2020

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Mark A. Bousema, as Attorney-in-Fact on behalf of Joni Verburg, a married woman, as her sole and separate property, acting under Power of Attorney, dated January 29, 2020, who acknowledged that he signed the foregoing instrument on behalf of Owners of the property in Exhibit B-10.

---

Notary Public

My commission expires:

---

PETER R. DE JONG, an unmarried man

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

---

Notary Public

My commission expires:



**OWNER OF PROPERTY IN EXHIBIT B-10 (cont'd.)**

REANNA BERGMAN, a married woman, as her sole and separate property.

By: Mark A. Bousema, Attorney-in-Fact on  
behalf of Reanna Bergman, a married woman,  
as her sole and separate property, acting  
under Power of Attorney, dated January 24, 2020

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Mark A. Bousema, as Attorney-in-Fact on behalf of Reanna Bergman, a married woman, as her sole and separate property, acting under Power of Attorney, dated January 24, 2020, who acknowledged that he signed the foregoing instrument on behalf of Owners of the property in Exhibit B-10.

---

Notary Public

My commission expires:

---

VAN RIJN DAIRY  
an Arizona general partnership

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

---

---

Notary Public

---

PIETER VAN RIJN AND JODY VAN RIJN,  
husband and wife

---

Jody Van Rijn

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Pieter Van Rijn, owner of the property in Exhibit B-12.

My commission expires:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Jody Van Rijn, owner of the property in Exhibit B-12.

My commission expires:

ROBINSON FARMS, INC.  
a New Mexico corporation doing business  
in Arizona as Robinson Harvesting, Inc.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by James H. Boyle, the Authorized Representative of Robinson Farms, Inc, a New Mexico corporation doing business in Arizona as Robinson Harvesting, Inc., who acknowledged that he signed the foregoing instrument on behalf of Owners of the property in Exhibit B-13.

My commission expires:

---

EXHIBIT A-1 LEGAL DESCRIPTION OF ENTIRE AREA

**MESA INNER LOOP  
PAD PRIVATE LAND PARCELS  
LEGAL DESCRIPTION**

Four portions of land being situated within Sections 8, 9, 15, 16, 17, 21, and 22 Township 1 South, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

**NORTHEAST PARCEL:**

**BEGINNING** at a found MCDOT brass cap in hand hole dated 2010 accepted as the Northeast corner of said Section 16 from which a found MCDOT brass cap in hand hole dated 2010 accepted as the East quarter corner thereof bears South 00°34'54" East, 2623.23 feet;

Thence North 89°39'40" West, 1461.64 feet along the north line of the Northeast quarter of said Section 16;

Thence leaving said north line, North 00°20'26" East, 50.00 feet;

Thence South 89°39'40" East, 1461.64 feet along a line which is 50.00 feet north of and parallel with said north line;

Thence leaving said parallel line, South 00°20'20" West, 50.00 feet to the **POINT OF BEGINNING**.

**SOUTHEAST PARCEL:**

**COMMENCING** at a found MCDOT brass cap in hand hole dated 2010 accepted as the Northeast corner of said Section 16 from which a found MCDOT brass cap in hand hole dated 2010 accepted as the East quarter corner thereof bears South 00°34'54" East, 2623.23 feet;

Thence South 00°34'54" East, 66.53 feet along the east line of the Northeast quarter of said Section 16 to the **POINT OF BEGINNING**;

Thence leaving said east line, North 89°25'06" East, 89.98 feet along the City of Mesa annexation boundary known as Ordinance 4891;

Thence continuing along said annexation boundary the following 6 courses:

Thence South 44°51'04" West, 21.03 feet;

Thence South 00°34'54" East, 484.70 feet along a line which is 75.00 feet east of and parallel with the east line of said Section 16;

EXHIBIT A-1 LEGAL DESCRIPTION OF ENTIRE AREA

Thence leaving said parallel line, South 89°25'06" West, 10.00 feet;

Thence South 00°34'54" East, 870.29 feet along a line which is 65.00 feet east of and parallel with said east line;

Thence leaving said parallel line, South 57°49'26" West, 5.87 feet;

Thence South 00°34'54" East, 1183.82 feet along a line which is 60.00 feet east of and parallel with said east line;

Thence South 00°41'47" East, 2672.09 feet along a line which is 60.00 feet east of and parallel with the east line of said Sections 16 and 22;

Thence leaving said parallel line, North 89°36'41" West, 2701.90 feet along a line which is 33.00 south of and parallel with the south line of said Southeast quarter;

Thence leaving said parallel line, North 00°47'42" West, 33.01 feet;

Thence South 89°36'41" East, 2641.95 feet along the south line of said Southeast quarter to the southeast corner of said Section 16;

Thence North 00°41'47" West, 2638.01 feet along the east line of said Southeast quarter to the East quarter corner thereof;

Thence North 00°34'54" West, 2556.71 feet along the east line of said Northeast quarter to the **POINT OF BEGINNING**.

**EXCEPT** the east 10.00 feet of the west 60.00' of said Section 15 and 22.

**SOUTHWEST PARCEL:**

**BEGINNING** at a found MCDOT brass cap dated 2016 accepted as the South quarter corner of said Section 17 from which a found MCDOT brass cap dated 2002 accepted as the Southeast corner thereof bears South 89°34'33" East, 2652.81 feet;

Thence South 89°34'33" East, 2652.81 feet along the south line of the Southeast quarter of said Section 17 to the Southeast corner thereof;

Thence North 00°56'18" West, 1318.51 feet along the east line of said Southeast quarter;

Thence leaving said east line, South 89°34'34" East, 2419.13 feet along the north line of the south half of the Southwest quarter of said Section 16;

EXHIBIT A-1 LEGAL DESCRIPTION OF ENTIRE AREA

Thence leaving said north line, South 23°34'25" West, 548.72 feet along the westerly right of way line of State Route Loop 202;

Thence continuing along said westerly right of way line, South 30°04'11" West, 522.60 feet;

Thence continuing along said westerly right of way line, South 35°40'27" West, 186.14 feet;

Thence leaving said westerly right of way line, North 89°33'26" West, 491.60 feet along the northerly line of the property described in Special Warranty Deed recorded as Fee No. 2012-0397516, Maricopa County records;

Thence South 00°52'00" East, 208.05 feet along the west line of said Special Warranty Deed and along the prolongation thereof to the south line of the Southwest quarter of said Section 16;

Thence along said south line, South 89°33'26" East, 339.95 feet to the westerly Right of Way line of said State Route Loop 202;

Thence along the along the westerly Right of Way line of State Route Loop 202 the following 11 courses:

Thence South 43°16'17" West, 783.10 feet;

Thence South 53°03'21" West, 887.44 feet;

Thence South 72°00'33" West, 304.76 feet;

Thence North 44°38'17" West, 68.22 feet;

Thence North 00°21'42" East, 235.61 feet;

Thence North 89°38'18" West, 82.62 feet;

Thence North 89°38'18" West, 96.00 feet;

Thence South 00°21'42" West, 295.87 feet;

Thence South 62°03'50" West, 440.29 feet;

Thence South 60°59'11" West, 738.26 feet;

Thence South 65°55'09" West, 204.18 feet;

EXHIBIT A-1 LEGAL DESCRIPTION OF ENTIRE AREA

Thence leaving said west right of way line, North 00°03'02" West, 562.74 feet along the west line of the East half of the Southeast quarter of the Northeast quarter of said Section 20;

Thence leaving said west line, North 89°34'20" West, 658.47 feet along the south line of the Northwest quarter of the Northeast quarter of said Section 20;

Thence leaving said south line, North 00°15'24" West, 1282.84 feet;

Thence North 89°34'33" West, 663.59 feet along a line which is 33.00 feet south of and parallel with the south line of the Southeast quarter of said Section 17;

Thence leaving said parallel line, North 00°25'27" East, 33.00 feet along the west line of the Northeast quarter of said Section 20 to the **POINT OF BEGINNING**.

**NORTHWEST PARCEL:**

**COMMENCING** at a found 3" brass cap in hand hole accepted as the North quarter corner of said Section 17 from which a found 3" brass cap in hand hole accepted as the Northeast corner thereof bears North 89°36'06" East, 2662.16 feet;

Thence North 00°45'43" East, 33.00 feet along the west line of the Southeast quarter of said Section 8 to the **POINT OF BEGINNING**;

Thence South 89°36'06" East, 665.51 feet along the north line of the south 33.00 feet of the Southeast quarter of said Section 8;

Thence leaving said north line, North 00°48'30" West, 727.16 feet;

Thence North 89°36'06" West, 339.29 feet;

Thence North 00°45'43" West, 451.03 feet;

Thence North 89°36'06" West, 325.64 feet;

Thence North 00°45'43" West, 1427.05 feet along the west line of the southeast quarter of said Section 8 to the Center of said section;

Thence South 89°32'27" East, 2653.67 feet along the north line of the southeast quarter of said Section 8 to the East quarter corner thereof;

Thence South 00°56'51" East, 1538.29 feet along the east line of the Southeast quarter of said Section 8;

Thence leaving said east line, North 89°33'10" West, 1329.32 feet;

EXHIBIT A-1 LEGAL DESCRIPTION OF ENTIRE AREA

Thence South 00°51'17" East, 338.22 feet;

Thence South 89°36'06" East, 1329.85 feet;

Thence South 00°56'51" East, 710.20 feet along last said east line;

Thence leaving said east line, South 89°36'19" East, 1767.44 feet along a line which is 50.00 feet north of and parallel with the south line of the Southwest quarter of said Section 9;

Thence leaving said parallel line, South 00°23'30" West, 50.00 feet;

Thence North 89°36'19" West, 1766.27 feet along the south line of the Southwest quarter of said Section 9 to the Southwest corner thereof;

Thence South 00°59'48" East, 2620.34 feet along the east line of the Northeast quarter of said Section 17 to the East quarter corner thereof;

Thence North 89°41'04" West, 2658.72 feet along the south line of said Northeast quarter to the Center of said Section 17;

Thence North 89°41'04" West, 1327.90 feet along the south line of the Northwest quarter of said Section 17;

Thence North 01°06'04" West, 2658.60 feet along the west line of the east half of said Northwest quarter to the north line of the south 33.00 feet of the Southwest quarter of said Section 8;

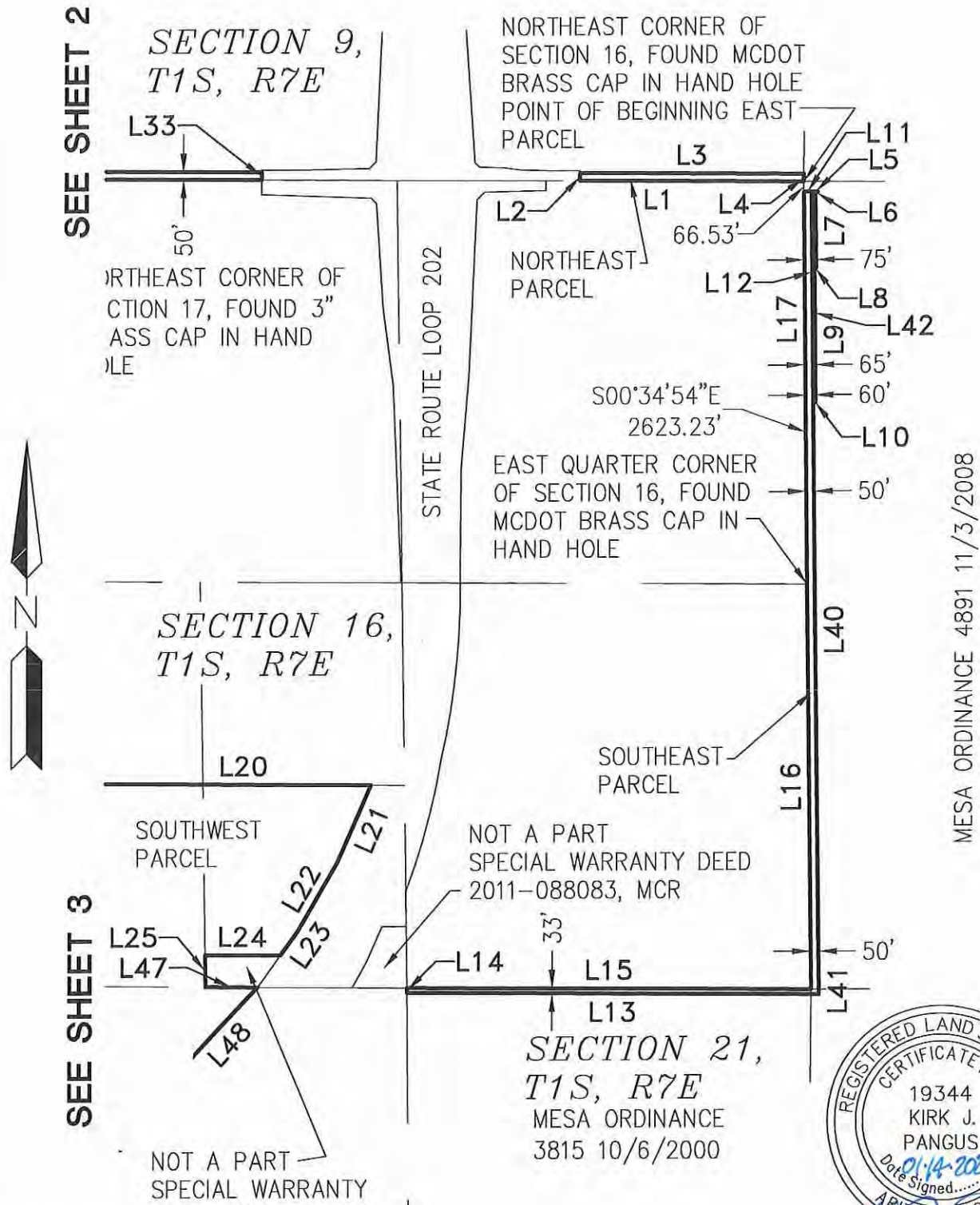
Thence South 89°37'43" East, 1329.57 feet along the north line of the south 33.00 feet of said Southwest quarter to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 123,713,371 sq. ft. (544.3841 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.

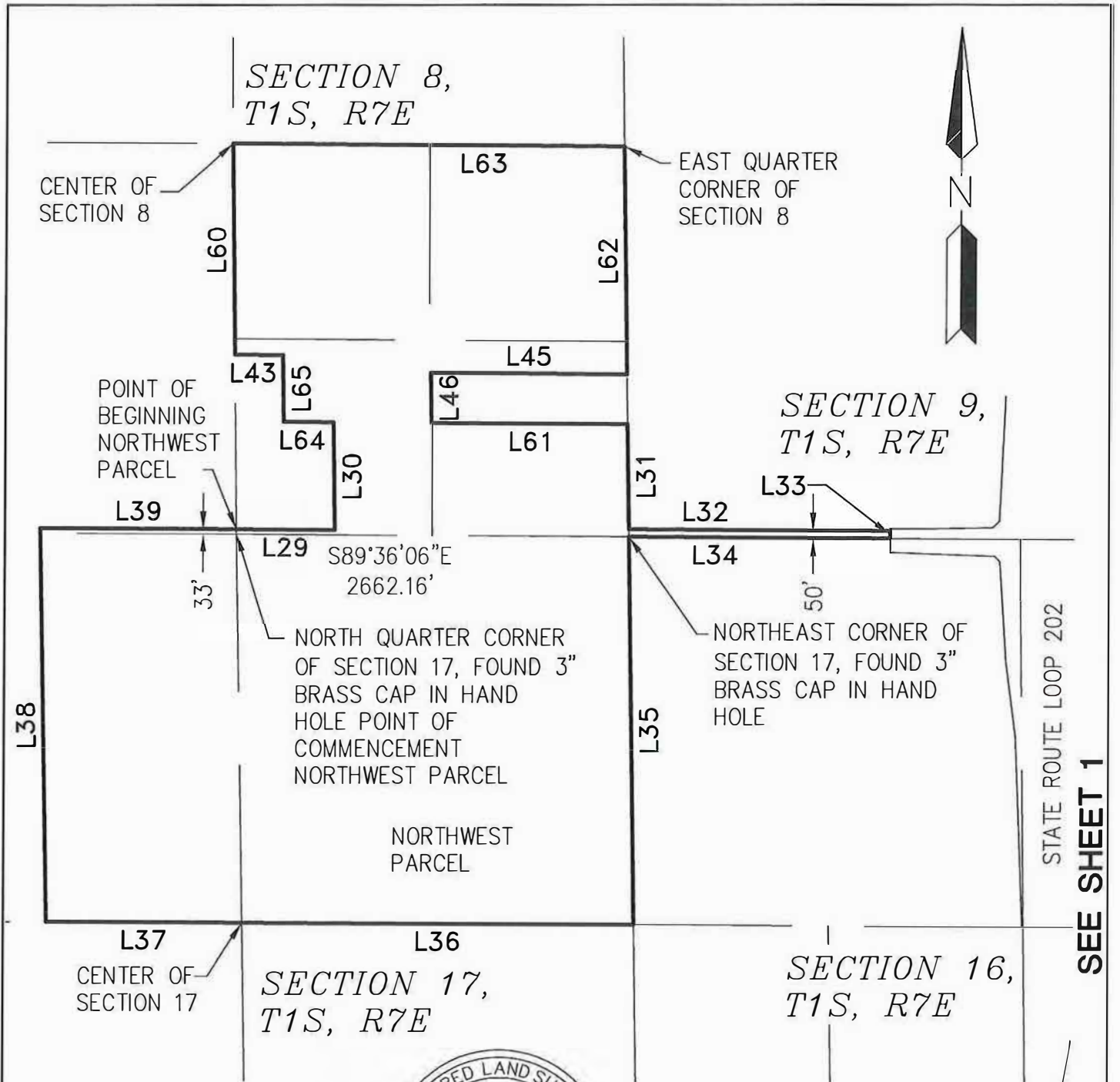
Prepared by: HILGARTWILSON, LLC  
2141 E. Highland Avenue, Suite 250  
Phoenix, AZ 85016  
Project No. 1833  
Date: Jan 2020





SHEET 1 OF 5

PROJ.NO.: 1833	<b>MESA INNER LOOP</b> PAD EXHIBIT – PRIVATE LAND MARICOPA COUNTY, ARIZONA	 <b>HILGARTWILSON</b> 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JAN 2020		
SCALE: NTS		
DRAWN BY: KM		
CHECKED BY: KJP	<b>EXHIBIT</b>	

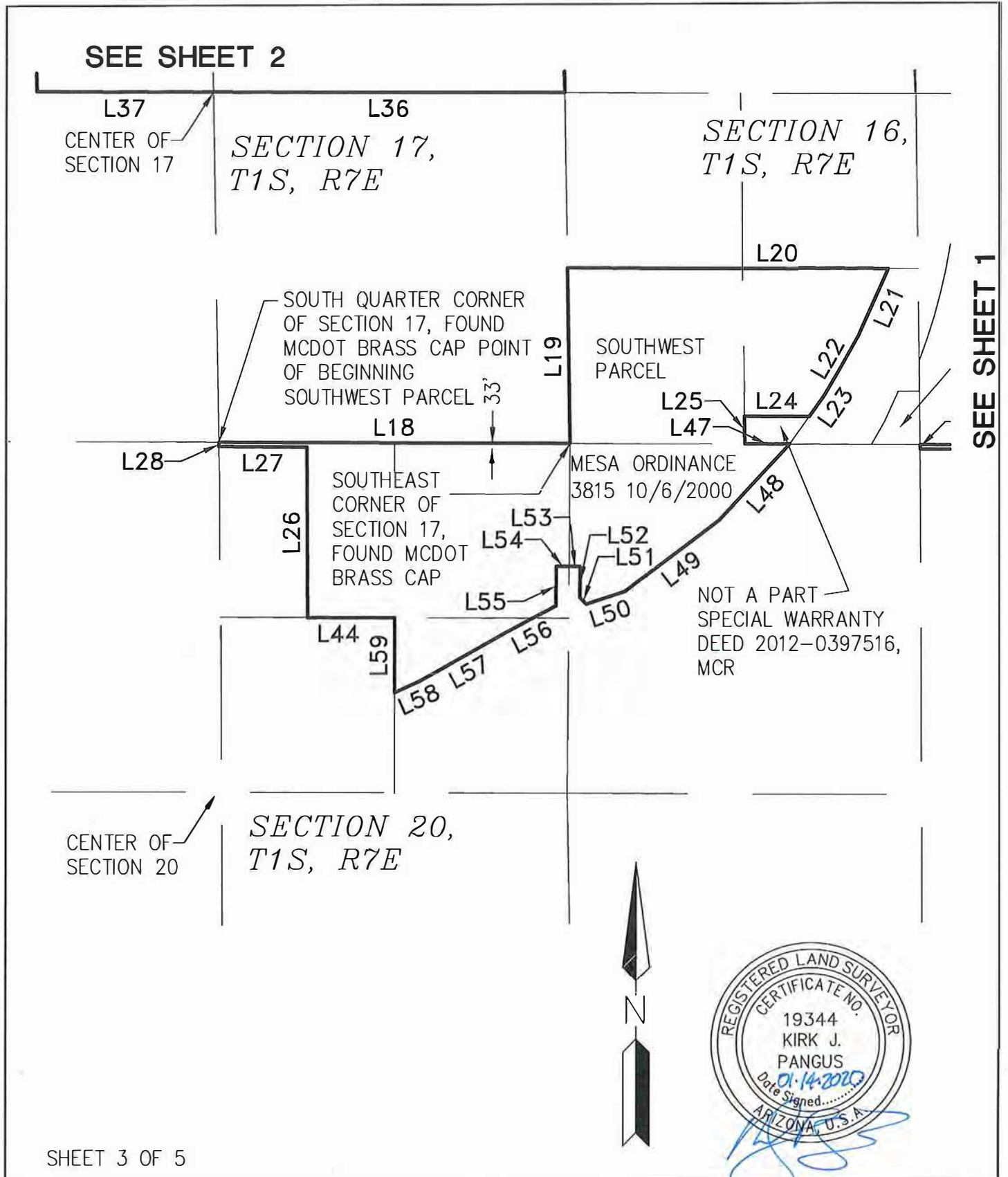


SHEET 2 OF 5

PROJ.NO.:	1833
DATE:	JAN 2020
SCALE:	NTS
DRAWN BY:	KM
CHECKED BY:	KJP

<b>MESA INNER LOOP</b>
PAD EXHIBIT – PRIVATE LAND MARICOPA COUNTY, ARIZONA
<b>EXHIBIT</b>

**HILGARTWILSON**  
 2141 E. HIGHLAND AVE., STE. 250  
 PHOENIX, AZ 85016  
 P: 602.490.0535 / F: 602.368.2436



PROJ.NO.: 1833	<b>MESA INNER LOOP</b> PAD EXHIBIT – PRIVATE LAND MARICOPA COUNTY, ARIZONA	 <b>HILGARTWILSON</b> 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 F: 602.368.2436
DATE: JAN 2020		
SCALE: NTS		
DRAWN BY: KM		
CHECKED BY: KJP	<b>EXHIBIT</b>	

## EXHIBIT A-2 MAP DEPICTION OF A-1

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°39'40"W	1461.64'
L2	N00°20'26"E	50.00'
L3	S89°39'40"E	1461.64'
L4	S00°20'20"W	50.00'
L5	N89°25'06"E	29.98'
L6	S44°51'04"W	21.03'
L7	S00°34'54"E	484.70'
L8	S89°25'06"W	10.00'
L9	S00°34'54"E	870.29'
L10	S57°49'26"W	5.87'
L11	S89°25'06"W	50.00'
L12	S00°34'54"E	2556.66'
L13	N89°36'41"W	2691.27'
L14	N00°47'42"W	33.01'
L15	S89°36'41"E	2641.95'
L16	N00°41'47"W	2638.01'
L17	N00°34'54"W	2556.71'
L18	S89°34'33"E	2652.81'
L19	N00°56'18"W	1318.51'
L20	S89°34'34"E	2419.13'
L21	S23°34'25"W	548.72'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L22	S30°04'11"W	522.60'
L23	S35°40'27"W	186.14'
L24	N89°33'26"W	491.60'
L25	S00°52'00"E	208.05'
L26	N00°15'24"W	1282.84'
L27	N89°34'33"W	663.59'
L28	N00°25'27"E	33.00'
L29	S89°36'06"E	665.51'
L30	N00°48'30"W	727.16'
L31	S00°56'51"E	710.20'
L32	S89°36'19"E	1767.44'
L33	S00°23'30"W	50.00'
L34	N89°36'19"W	1766.27'
L35	S00°59'48"E	2620.34'
L36	N89°41'04"W	2658.72'
L37	N89°41'04"W	1327.90'
L38	N01°06'04"W	2658.60'
L39	S89°37'43"E	1329.57'
L40	N00°41'47"W	2638.56'
L41	S00°23'19"W	33.34'
L42	S00°34'54"E	1372.83'



SHEET 4 OF 5

PROJ.NO.: 1833	MESA INNER LOOP PAD EXHIBIT – PRIVATE LAND MARICOPA COUNTY, ARIZONA	 <b>HILGARTWILSON</b> 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JAN 2020		
SCALE: NTS		
DRAWN BY: KM	<b>EXHIBIT</b>	
CHECKED BY: KJP		

## EXHIBIT A-2 MAP DEPICTION OF A-1

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L43	N89°36'06"W	325.64'
L44	N89°34'20"W	658.47'
L45	N89°33'10"W	1329.32'
L46	S00°51'17"E	338.22'
L47	S89°33'26"E	339.95'
L48	S43°16'17"W	783.10'
L49	S53°03'21"W	887.44'
L50	S72°00'33"W	304.76'
L51	N44°38'17"W	68.22'
L52	N00°21'42"E	235.61'
L53	N89°38'18"W	82.62'
L54	N89°38'18"W	96.00'
L55	S00°21'42"W	295.87'
L56	S62°03'50"W	440.29'
L57	S60°59'11"W	738.26'
L58	S65°55'09"W	204.18'
L59	N00°03'02"W	562.74'
L60	N00°45'43"W	1427.05'
L61	S89°36'06"E	1329.85'
L62	S00°56'51"E	1538.29'
L63	S89°32'27"E	2653.67'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L64	N89°36'06"W	339.29'
L65	N00°45'43"W	451.03'



SHEET 5 OF 5

PROJ.NO.: 1833	MESA INNER LOOP PAD EXHIBIT – PRIVATE LAND MARICOPA COUNTY, ARIZONA	 <b>HILGARTWILSON</b> 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602 490 0535 / F: 602 368 2436
DATE: JAN 2020		
SCALE: NTS		
DRAWN BY: KM	EXHIBIT	
CHECKED BY: KJP		

EXHIBIT B-1 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 7: (Tax Parcel No. 304-30-003H)

The West half of the West half of the Northeast quarter of Section 17, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 8: (Tax Parcel No. 304-30-004)

The South half of the East half of the Northeast quarter of Section 17, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 9: (Tax Parcel No. 304-30-006)

The North half of the East half of the Northeast quarter of Section 17, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT B-2 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (Tax Parcel No. 304-30-002A)

The East half of the Northwest quarter of Section 17, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 446.00 feet thereof.

PARCEL NO. 2: (Tax Parcel No. 304-30-002E)

The West 368.00 feet of the North 446.00 feet of the East half of the Northwest quarter of Section 17, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33.00 feet thereof.

PARCEL NO. 3: (Tax Parcel No. 304-30-002G)

The West 476.00 feet of the North 446.00 feet of the East half of the Northwest quarter of Section 17, Township 1 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33.00 feet and

EXCEPT the West 368.00 feet thereof.

PARCEL NO. 4: (Tax Parcel No. 304-30-002H)

The East 261.00 feet of the North 446.00 feet of the East half of the Northwest quarter of Section 17, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33.00 feet thereof.

EXHIBIT B-2 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

PARCEL NO. 5: (Tax Parcel No. 304-30-002J)

The East 844.00 feet of the North 446.00 feet of the East half of the Northwest quarter of Section 17, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33.00 feet and

EXCEPT the East 261.00 feet thereof.

PARCEL NO. 6: (Tax Parcel No. 304-30-002G)

North 446 of the East half of the Northwest quarter of Section 17, ,Township 1 South, Range 7 East of the Gila and Slat River Base and Meridian, Maricopa County, Arizona;

Except the North 33 feet thereof and;

Except the East 844 feet thereof and;

Except the West 476 feet thereof.

EXHIBIT B-3 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 10: (Tax Parcels No. 304-04-007T, 304-04-030 and 304-04-031)

The East 1320.00 feet of the South 760.00 feet of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 33.00 feet thereof.

EXHIBIT B-4 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1A: (Tax Parcel No. 304-30-003G)

The East half of the West half of the Northeast quarter of Section 17, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian , Maricopa County, Arizona;

EXCEPT the North 33.00 feet.

EXHIBIT B-5 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 2: (Tax Parcel No. 304-04-032 and 304-04-007W)

The East half of the following described property:

The South 760.00 feet of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 1320.00 feet thereof.

EXHIBIT B-6 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (Tax Parcel No. 304-30-021B)

That part of the Northeast quarter of Section 20, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the North quarter corner of Section 20;

Thence South 89 degrees 06 minutes 15 seconds East along the North line of the said Section 20, a distance of 663.27 feet to the West line of the East half of the Northwest quarter of the Northeast quarter of Section 20;

Thence South 00 degrees 12 minutes 22 seconds West along the Westerly line of the East half of the Northwest quarter of the Northeast quarter of said Section 20, a distance of 33.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 00 degrees 12 minutes 22 seconds West along said line, a distance of 218.00 feet;

Thence South 89 degrees 06 minutes 15 seconds East on a line parallel to and 251.00 feet Southerly of the North line of the said Section 20, a distance of 200.00 feet;

Thence North 00 degrees 12 minutes 22 seconds East on a line parallel to and 200.00 feet Easterly of the Westerly line of the East Half of the Northwest quarter of the Northeast quarter of the said Section 20, a distance of 218.00 feet;

Thence North 89 degrees 06 minutes 15 seconds West on a line parallel to and 33.00 feet Southerly of the North line of the said Section 20, a distance of 200.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 3: (Tax Parcel No. 304-30-021D)

The East half of the Northwest quarter of the Northeast quarter of Section 20, Township 1 South, Range 7 East of

the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion described as follows:

COMMENCING at the North quarter corner of Section 20;

Thence South 89 degrees 06 minutes 15 seconds East along the North line of the said Section 20, a distance of 663.27 feet to the West line of the East half of the Northwest quarter of the Northeast quarter of Section 20;

EXHIBIT B-6 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

Thence South 00 degrees 12 minutes 22 seconds West along the Westerly line of the East half of the Northwest quarter of the Northeast quarter of said Section 20, a distance of 33.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 00 degrees 12 minutes 22 seconds West along said line, a distance of 218.00 feet;

Thence South 89 degrees 06 minutes 15 seconds East on a line parallel to and 251.00 feet Southerly of the North line of the said Section 20, a distance of 200.00 feet;

Thence North 00 degrees 12 minutes 22 seconds East on a line parallel to and 200.00 feet Easterly of the Westerly line of the East Half of the Northwest quarter of the Northeast quarter of the said Section 20, a distance of 218.00 feet;

Thence North 89 degrees 06 minutes 15 seconds West on a line parallel to and 33.00 feet Southerly of the North line of the said Section 20, a distance of 200.00 feet to the TRUE POINT OF BEGINNING; and

EXCEPT that portion described as follows:

That part of the Northeast quarter of Section 20, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the North quarter corner of Section 20, being marked by a Maricopa County 2 inch aluminum cap;

Thence South 89 degrees 06 minutes 15 seconds East (basis of bearings) along the Northerly line of the said Northeast quarter of Section 20, a distance of 663.27 feet to the Northwest corner of the East half of the Northwest quarter of the Northeast quarter of Section 20, being marked by a nail and tag, LS 32778;

Thence continuing South 89 degrees 06 minutes 15 seconds East, 200 feet to a point being marked by a nail and tag LS 32778 and from which point the Northeast corner of said Section 20, being marked by a Maricopa County brass cap, bears South 89 degrees 06 minutes 15 seconds East, 1789.80 feet distant therefrom;

Thence South 00 degrees 12 minutes 22 seconds West, being parallel with the Westerly line of the said East half of the Northwest quarter of the Northeast quarter of Section 20, a distance of 33.00 feet to the TRUE POINT OF BEGINNING, being marked by a 1/2 inch bar, LS 32778;

Thence South 89 degrees 06 minutes 15 seconds East, being parallel with and 33.00 feet Southerly of the said Northerly line of the Northeast quarter of Section 20, a distance of 200.00 feet to a point, being marked by a 1/2 inch bar, LS 32778;

Thence South 00 degrees 12 minutes 22 seconds West, being parallel with the said Westerly line of the East 1/2 of the Northwest quarter of the Northeast quarter of Section 20, a distance of 218.00 feet to a point, being marked by a 1/2 inch bar, LS 32778;

EXHIBIT B-6 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

Thence North 89 degrees 06 minutes 15 seconds West, being parallel with the said Northerly line of the Northeast quarter of Section 20, a distance of 200.00 feet to a point, being marked by a 1/2 inch bar LS 32778;

Thence North 00 degrees 12 minutes 22 seconds East, being parallel with the said Westerly line of the East half of the Northwest quarter of the Northeast quarter of Section 20, a distance of 218.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4: (Tax Parcel No. 304-30-024F)

The Northeast quarter of the Northeast quarter of Section 20, Township 1 South, Range 7 East of the Gila and Salt River Bank and Meridian, Maricopa County, Arizona;

EXCEPTING therefrom any portion of said land conveyed to the State of Arizona in Final Order of Condemnation, entered in Case No. CV2003-015331 and recorded August 15, 2013 in Recording No. 20130743172, records of Maricopa County, Arizona.

PARCEL NO. 5: (Tax Parcel No. 304-30-024G)

That portion of the Southeast quarter of the Northeast quarter of Section 20, Township 1 South, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona, which lies Northwesterly of the following described line:

COMMENCING at a 1 inch pipe marking the Northeast corner of said Section 20, being North 00 degrees 21 minutes 30 seconds East, 2631.66 feet from a General Land Office (GLO) brass cap marking the East quarter corner of said Section 20;

Thence along the East line of said Section 20, South 00 degrees 21 minutes 30 seconds West, 925.87 feet to the POINT OF BEGINNING on the new 2004 Northwesterly right-of-way of State route 202L (Santan Freeway);

Thence along said new 2004 Northwesterly right-of-way line North 89 degrees 38 minutes 30 seconds West, 96.00 feet; Thence continuing along said new 2004 Northwesterly right-of-way line South 00 degrees 21 minutes 30 seconds West, 116.18 feet to the Northwesterly right-of-way line of the proposed Williams-Gateway T.I.;

Thence along said proposed new Northwesterly right-of-way line, from a Local Tangent Bearing of South 87 degrees 41 minutes 34 seconds West, along a curve to the left, having a radius of 1260.74 feet, a length of 801.32 feet;

Thence continuing along said proposed new Northwesterly right-of-way line South 51 degrees 16 minutes 32 seconds West, 340.30 feet;

Thence continuing along said proposed new Northwesterly right-of-way line South 67 degrees 28 minutes 21 seconds West, 120.22 feet;

EXHIBIT B-6 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

Thence continuing along said proposed new Northwesterly right-of-way line South 54 degrees 34 minutes 33 seconds West, 424.27 feet;

Thence continuing along said proposed new Northwesterly right-of-way line, along a curve to the Right, having a radius of 2872.31 feet, a length of 410.13 feet;

Thence continuing along said proposed new Northwesterly right-of-way line South 62 degrees 45 minutes 25 seconds West, 383.82 feet to said new 2004 Northwesterly right-of-way line of State Route 202L;

Thence along said new 2004 Northwesterly right-of-way line South 74 degrees 51 minutes 17 seconds West, 300.49 feet;

Thence continuing along said new 2004 Northwesterly right-of-way line, along a curve to the right, having a radius of 5892.78 feet, a length of 92.92 feet to the POINT OF ENDING on the North – South mid-section line of said Section 20, being South 00 degrees 27 minutes 46 seconds East, 2332.86 feet from a 1 inch pipe marking the North quarter corner of said Section 20;

EXCEPTING therefrom any portion of said land conveyed to the State of Arizona in Final Order of Condemnation, entered in Case No. CV2011-013323 and recorded November 26, 2013 in Recording No. 20131016800, records of Maricopa County, Arizona.

EXHIBIT B-7 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 2: (Tax Parcel No. 304-30-021C)

That part of the Northeast quarter of Section 20, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the North quarter corner of Section 20, being marked by a Maricopa County 2 inch aluminum cap;

Thence South 89 degrees 06 minutes 15 seconds East (basis of bearings) along the Northerly line of the said Northeast quarter of Section 20, a distance of 663.27 feet to the Northwest corner of the East half of the Northwest quarter of the Northeast quarter of Section 20, being marked by a nail and tag, LS 32778;

Thence continuing South 89 degrees 06 minutes 15 seconds East, 200 feet to a point being marked by a nail and tag LS 32778 and from which point the Northeast corner of said Section 20, being marked by a Maricopa County brass cap, bears South 89 degrees 06 minutes 15 seconds East, 1789.80 feet distant therefrom;

Thence South 00 degrees 12 minutes 22 seconds West, being parallel with the Westerly line of the said East half of the Northwest quarter of the Northeast quarter of Section 20, a distance of 33.00 feet to the TRUE POINT OF

BEGINNING, being marked by a 1/2 inch bar, LS 32778;

Thence South 89 degrees 06 minutes 15 seconds East, being parallel with and 33.00 feet Southerly of the said Northerly line of the Northeast quarter of Section 20, a distance of 200.00 feet to a point, being marked by a 1/2 inch bar, LS 32778;

Thence South 00 degrees 12 minutes 22 seconds West, being parallel with the said Westerly line of the East 1/2 of the Northwest quarter of the Northeast quarter of Section 20, a distance of 218.00 feet to a point, being marked by a 1/2 inch bar, LS 32778;

Thence North 89 degrees 06 minutes 15 seconds West, being parallel with the said Northerly line of the Northeast quarter of Section 20, a distance of 200.00 feet to a point, being marked by a 1/2 inch bar LS 32778;

Thence North 00 degrees 12 minutes 22 seconds East, being parallel with the said Westerly line of the East half of the Northwest quarter of the Northeast quarter of Section 20, a distance of 218.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B-8 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 2: (Tax Parcel No. 304-04-024C)

The North half of the following described property:

The East half of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 760.00 feet thereof; and

EXCEPT the West 33.00 feet thereof; and

EXCEPT the East 33.00 feet thereof; and

EXCEPT that part described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 8;

Thence along the Easterly line thereof South 00 degrees 19 minutes 15 seconds East, a distance of 408.63 feet to the Southeast corner of that certain parcel recorded in Docket 13389, page 1032, records of Maricopa County, Arizona;

Thence leaving said Easterly line, South 89 degrees 40 minutes 45 seconds West, a distance of 333.00 feet;

Thence North 01 degrees 17 minutes 59 seconds West, a distance of 133.63 feet;

Thence South 89 degrees 55 minutes 22 seconds West, a distance of 268.00 feet;

Thence North 01 degrees 16 minutes 39 seconds West, to the North line of the Southeast quarter of said Section 8;

Thence Easterly along said North line to the Northeast corner of the Southeast quarter of Section 8 and the POINT OF BEGINNING.

PARCEL NO. 1: (Tax Parcel No. 304-04-025B)

That portion of the East half of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 8;

EXHIBIT B-8 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

Thence along the Easterly line thereof South 00 degrees 19 minutes 15 seconds East, a distance of 408.63 feet to the Southeast corner of that certain parcel recorded in Docket 13389, page 1032, records of Maricopa County, Arizona;

Thence leaving said Easterly line, South 89 degrees 40 minutes 45 seconds West, a distance of 333.00 feet;

Thence North 01 degrees 17 minutes 59 seconds West, a distance of 133.63 feet;

Thence South 89 degrees 55 minutes 22 seconds West, a distance of 268.00 feet;

Thence North 01 degrees 16 minutes 39 seconds West, to the North line of the Southeast quarter of said Section 8;

Thence Easterly along said North line to the Northeast corner of the Southeast quarter of Section 8 and the POINT OF BEGINNING;

EXCEPT the East 33.00 feet thereof.

PARCEL NO. 3: (Tax Parcel No. 304-04-027)

A portion of the West half of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the center of Section 8;

Thence North 89 degrees 58 minutes 05 seconds East (an assumed bearing) along the East-West midsection line of said Section 8, a distance of 979.58 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 58 minutes 05 seconds East along said midsection line, a distance of 347.17 feet to the Northeast corner of the West half of the Southeast quarter of said Section 8;

Thence South 01 degrees 15 minutes 28 seconds East along the East line of the West half of the Northeast quarter of said Section 8, a distance of 1874.45 feet to a point on a line 760.00 feet North of and parallel to the South line of the Southeast quarter of said Section 8;

Thence West along said parallel line, a distance of 350.19 feet;

Thence North 01 degrees 09 minutes 56 seconds West along a line parallel to the North-South midsection line of said Section 8, a distance of 1874.19 feet to the POINT OF BEGINNING.

EXHIBIT B-8 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

(Tax Parcel No. 304-04-026B)

A portion of the West half of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the center of Section 8;

Thence North 89 degrees, 58 minutes, 05 seconds East (as assumed bearing) along the East-West-mid-section line of said Section 8 for a distance of 33.01 feet;

Thence South 01 degrees, 09 minutes, 56 seconds East along a line 33.00 feet East of and parallel with the North-South mid-section line of said Section 8, for a distance of 1129.24 feet to the Point of Beginning;

Thence East along a line parallel with the South line of said Southeast quarter of Section 8 for a distance of 292.63 feet;

Thence South 01 degrees, 09 minutes, 56 seconds East, along a line parallel with said North-South mid-section line for a distance of 297.77 feet;

Thence West parallel with said South line of the Southeast quarter for a distance of 292.63 feet;

Thence North 01 degrees, 09 minutes, 56 seconds West along a line 33.00 feet East of and parallel to said South line of the Southeast quarter for a distance of 297.77 feet to the Point of Beginning.

PARCEL "A"

(Tax Parcel No. 304-04-029C)

The North 600 feet of the South Half of the following described property;

The East Half of the Southeast Quarter of Section 8 Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

Except the South 760 feet thereof; and

Except the West 33 feet thereof; and

Except the East 33 feet thereof; and

More particularly described as follows;

Commencing at a brass cap in hand hole marking the Southeast corner of Section 8 from which a brass cap set flush and stamped "35563" marking the East Quarter corner of Section 8 bears North 00° 48' 45" West a distance of 2,625.48 feet and from which a brass cap in hand hole marking the South Quarter corner of Section 8 bears North 89° 28' 05" West a distance of 2,662.03 feet. Thence North 00° 48' 45" West along the East boundary of the Southeast Quarter of Section 8 a distance of 760.21 feet to a point. Thence North 89° 28' 05" West parallel to and 760 feet North of the South boundary of the Southeast Quarter of Section 8 a distance of 33.00 feet to a found 1/2" rebar.

EXHIBIT B-8 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

Then North 00° 48' 45" West parallel to and 33 feet West of the East boundary of the Southeast Quarter of Section 8 a distance of 337.48 feet to a Set 5/8" rebar with an aluminum cap RLS#54335, marking the Southeast corner of Parcel "A" and the Point Of Beginning;

Thence North 89° 26' 12" West a distance of 1,263.25 feet to a point (monumented 18.00 feet North 89° 26' 12" West by a 5/8" rebar with an aluminum cap RLS # 54335 stamped RM 18' E.), marking the Southwest corner of Parcel "A";

Thence North 00° 43' 13" West parallel to and 33 feet East of the West boundary of the East Half of the Southeast Quarter of Section 8 a distance of 600.15 feet to a SET 5/8" rebar with an aluminum cap RLS #54335 marking the Northwest corner of Parcel "A";

Thence South 89° 26' 12" East a distance of 1,262.28 feet to a SET 5/8" rebar with an aluminum cap RLS #54335 marking the Northeast corner of Parcel "A";

Thence South 00° 48' 45" East parallel to and 33 feet West of the East boundary of the Southeast Quarter of Section 8 a distance of 600.17 feet to a SET 5/8" rebar with an aluminum cap RLS #54335 marking the Southeast corner of Parcel "A"; and the Point Of Beginning.

PARCEL "B"

The South Half of the following described property;

The East Half of the Southeast Quarter of Section 8 Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

Except the South 760 feet thereof; and

Except the West 33 feet thereof; and

Except the East 33 feet thereof; and

And further excepting the following described property: The South 208.71 feet of the East 241.71 feet of the South Half of the following described property;

The East Half of the Southeast Quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the South 760 feet thereof; and

Except the East 33 feet thereof;

And further excepting the following described property: The North 600 feet of the South Half of the following described property;

The East Half of the Southeast Quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXHIBIT B-8 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

Except the South 760 feet thereof; and

Except the East 33 feet thereof;

Except the West 33 feet thereof;

More particularly described as follows:

Commencing at a brass cap in hand hole marking the Southeast corner of Section 8 from which a brass cap set flush and stamped "35563" marking the East Quarter corner of Section 8 bears North  $00^{\circ} 48' 45''$  West a distance of 2,635.48 feet and from which a brass cap in hand hole marking the South Quarter corner of Section 8 bears North  $89^{\circ} 28' 05''$  West a distance of 2,662.03 feet. Thence North  $00^{\circ} 48' 45''$  West along the East boundary of the Southeast Quarter Section 8 a distance of 760.21 feet to a point. Thence North  $89^{\circ} 28' 05''$  West parallel to and 760 feet North of the South boundary of the Southeast Quarter of Section 8 a distance of 274.78 feet to a SET 5/8" rebar with an aluminum cap RLS #54335, marking the Southeast corner of Parcel "B" and the Point Of Beginning;

Thence North  $89^{\circ} 28' 05''$  West parallel to and 760 feet North of the South boundary of the Southeast Quarter of Section 8 a distance of 1,022.00 feet to a SET 5/8" rebar with an aluminum cap RLS #54335, marking the Southwest corner of Parcel "B";

Thence North  $00^{\circ} 43' 13''$  West parallel to and 33 feet East of the West boundary of the East Half of the Southeast Quarter of Section 8 a distance of 338.16 feet to a point (monumented 18.00 feet North  $89^{\circ} 26' 12''$  West by a 5/8" rebar with an aluminum cap RLS #54335 stamped RM 18' E.), marking the Northwest corner of Parcel "B";

Thence South  $89^{\circ} 26' 12''$  East a distance of 1,263.25 feet to a SET 5/8" rebar with an aluminum cap RLS # 54335 marking the Northeast corner of Parcel "B";

Thence South  $00^{\circ} 48' 45''$  East parallel to and 33 feet West of the East boundary of the Southeast Quarter of Section 8 a distance of 128.71 feet to a SET 5/8" rebar with an aluminum cap RLS #54335 marking a corner of Parcel "B";

Thence North  $89^{\circ} 28' 05''$  West parallel to and 968.71 feet North of the South boundary of the Southeast Quarter of Section 8 a distance of 241.78 feet to a point (monumented 9.00 feet South  $89^{\circ} 28' 05''$  East by a SET 5/8" rebar with an aluminum cap RLS #54335 stamped RM 9' W.), marking a corner of Parcel "B";

Thence South  $00^{\circ} 48' 45''$  East parallel to and 274.71 feet West of the East boundary of the Southeast Quarter of Section 8 a distance of 208.77 feet to a SET 5/8" rebar with an aluminum cap RLS #54335 marking a corner of Parcel "B", and the Point Of Beginning.

EXHIBIT B-9 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (Tax Parcel No. 304-04-025A)

That portion of the East half of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 8;

Thence along the Easterly line thereof South 00 degrees 19 minutes 15 seconds East, a distance of 408.63 feet to the Southeast corner of that certain parcel recorded in Docket 13389, page 1032, records of Maricopa County, Arizona;

Thence leaving said Easterly line, South 89 degrees 40 minutes 45 seconds West, a distance of 333.00 feet;

Thence North 01 degrees 17 minutes 59 seconds West, a distance of 133.63 feet;

Thence South 89 degrees 55 minutes 22 seconds West, a distance of 268.00 feet;

Thence North 01 degrees 16 minutes 39 seconds West, to the North line of the Southeast quarter of said Section 8;

Thence Easterly along said North line to the Northeast corner of the Southeast quarter of Section 8 and the POINT OF BEGINNING;

EXCEPT the East 33.00 feet thereof.

EXHIBIT B-10 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

(Tax Parcel No. 304-04-026A)

The West half of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 760.00 feet and the West 33.00 feet thereof; and

EXCEPT a portion of the West half of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the center of Section 8;

Thence North 89 degrees 58 minutes 05 seconds East (an assumed bearing) along the East-West midsection line of said Section 8, for a distance of 979.58 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 58 minutes 05 seconds East along said midsection line, for a distance of 346.17 feet to the Northeast corner of the West half of the Southeast quarter of said Section 8;

Thence South 01 degrees 15 minutes 28 seconds East along the East line of the West half of the Northeast quarter of said Section 8, for a distance of 1874.45 feet to a point on a line 760.00 feet North of and parallel to the South line of the Southeast quarter of said Section 8;

Thence West along said parallel line, for a distance of 350.19 feet;

Thence North 01 degrees 09 minutes 56 seconds West along a line parallel to the North-South midsection line of said Section 8, for a distance of 1874.19 feet to the POINT OF BEGINNING; and

EXCEPT a portion of the West half of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the center of Section 8;

Thence North 89 degrees 58 minutes 05 seconds East (an assumed bearing) along the East-West midsection line of said Section 8, for a distance of 33.01 feet;

Thence South 01 degrees 09 minutes 56 seconds East along a line 33.00 feet East of and parallel to said North-South midsection line, for a distance of 1427.01 feet to the POINT OF BEGINNING;

Thence East, along a line parallel to the South line of said Southeast quarter of Section 8, for a distance of 292.63 feet;

Thence South 01 degrees 09 minutes 56 seconds East, along a line parallel to said North-South midsection line, for a distance of 446.66 feet;

EXHIBIT B-10 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

Thence West, 760.00 feet North of and parallel to said South line of the Southeast quarter, for a distance of 292.63 feet;

Thence North 01 degrees 09 minutes 56 seconds West, 33.00 feet East of and parallel to said North-South midsection line, for a distance of 446.66 feet to the TRUE POINT OF BEGINNING;  
and

EXCEPT a portion of the West half of the Southeast quarter of Section 8, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the center of Section 8;

Thence North 89 degrees 58 minutes 05 seconds East (an assumed bearing) along the East-West midsection line of said Section 8, for a distance of 33.01 feet;

Thence South 01 degrees 09 minutes 56 seconds East along a line 33.00 feet East of and parallel to said North-South midsection line, for a distance of 1129.24 feet to the POINT OF BEGINNING;

Thence East, along a line parallel with the South line of said Southeast quarter of Section 8, for a distance of 292.63 feet;

Thence South 01 degrees 09 minutes 56 seconds East, along a line parallel with said North-South midsection line, for a distance of 297.77 feet;

Thence West, parallel with said South line of the Southeast quarter, for a distance of 292.63 feet;

Thence North 01 degrees 09 minutes 56 seconds West, along a line 33.00 feet East of and parallel with said North-South midsection line, for a distance of 297.77 feet to the POINT OF BEGINNING.

EXHIBIT B-11 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MESA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 6: (Tax Parcel No. 304-31-006P)

That portion of the Southeast quarter of the Southwest quarter of Section 16, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southeast corner of the Southeast quarter of the Southwest quarter of said Section 16;

Thence West, 1124.00 feet;

Thence North, 808.00 feet to the TRUE POINT OF BEGINNING;

Thence West, 196.00 feet;

Thence North, 220.00 feet;

Thence East, 196.00 feet;

Thence South, 220.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2: (Tax Parcel Nos. 304-31-006V, 304-31-006W, 304-31-016B, 304-31-018D, 304-31-022C, 304-31-026)

That portion of the North 72.00 feet of the Southeast quarter of the Southwest quarter of Section 16, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and of the West 666.00 feet of the East 916.00 feet of said Southeast quarter of the Southwest quarter of Section 16, which lies Northwesterly of the following described line:

COMMENCING at a 1 inch pipe, marking the center of said Section 16, being South 89 degrees 35 minutes 55 seconds East, 2644.89 feet from a 1 inch pipe marking the West quarter corner of said Section 16;

Thence along the East-West mid-section line of said Section 16, North 89 degrees 35 minutes 55 seconds West, 8.46 feet to the point of Beginning of the new 2004 Northwesterly right-of-way line of State Route 202L (Santan Freeway);

Thence along said new 2004 Northwesterly right-of-way line, South 00 degrees 46 minutes 24 seconds East, 7.80 feet;

Thence continuing along said new 2004 Northwesterly right-of-way line, along a curve to the Right, having a radius of 4413.66 feet, a length of 1161.21 feet;

EXHIBIT B-11 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

Thence continuing along said new 2004 Northwesterly right-of-way line, South 14 degrees 18 minutes 03 seconds West, 60.00 feet;

Thence continuing along said new 2004 Northwesterly right-of-way line, South 23 degrees 34 minutes 25 seconds West, 659.77 feet;

Thence continuing along said new 2004 Northwesterly right-of-way line, South 30 degrees 04 minutes 11 seconds West, 449.39 feet to the Northwesterly right-of-way line of the proposed Williams-Gateway T.I.;

Thence along said proposed new Northwesterly right-of-way line, South 41 degrees 58 minutes 37 seconds West, 484.46 feet;

Thence continuing along said proposed new Northwesterly right-of-way line, along a curve to the Right, having a radius of 2250.53 feet, a length of 83.00 feet to the POINT OF ENDING on the South line of said Section 16, being South 89 degrees 33 minutes 29 seconds East, 1572.22 feet from a 1 inch pipe marking the Southwest corner of said Section 16;

EXCEPT the South 208.00 feet of said Southeast quarter of the Southwest quarter of Section 16.

PARCEL NO. 8: (Tax Parcel No. 304-31-006L)

That portion of the Southeast quarter of the Southwest quarter of Section 16, Township 1 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southeast corner of the Southeast quarter of the Southwest quarter of said Section 16;

Thence West, 1124.00 feet;

Thence North, 1028.00 feet to the TRUE POINT OF BEGINNING;

Thence West, 196.00 feet;

Thence North, 220.00 feet;

Thence East, 196.00 feet;

Thence South, 220.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B-11 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

PARCEL NO. 4: (Tax Parcel No. 304-31-009U)

That portion of the Northwest quarter of the Northwest quarter of Section 21, Township 1 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Section 21 with an assumed bearing of East along the North line of the Northwest quarter of said Section 21;

Thence South 00 degrees 04 minutes 29 seconds East, along the West line of said Section 21, a distance of 33.00 feet to the POINT OF BEGINNING;

Thence East, being parallel with and 33.00 feet South of said North line, 658.96 feet;

Thence South 34 degrees 44 minutes 16 seconds East, 32.48 feet;

Thence South 03 degrees 12 minutes 21 seconds East, 119.95 feet;

Thence South 01 degrees 22 minutes 15 seconds West, 50.46 feet;

Thence South 07 degrees 17 minutes 56 seconds West, 38.60 feet;

Thence South 11 degrees 50 minutes 56 seconds West, 149.40 feet;

Thence South 64 degrees 52 minutes 12 seconds West, 28.20 feet;

Thence South 89 degrees 56 minutes 05 seconds West, 180.47 feet;

Thence South 00 degrees 35 minutes 48 seconds East, 332.02 feet;

Thence North 89 degrees 58 minutes 04 seconds East, 353.49 feet;

Thence North 00 degrees 28 minutes 27 seconds West, 124.16 feet;

Thence South 89 degrees 58 minutes 04 seconds West, 111.85 feet;

Thence North 00 degrees 28 minutes 27 seconds West, 217.32 feet;

Thence North 06 degrees 56 minutes 20 seconds East, 39.90 feet;

Thence North 12 degrees 04 minutes 10 seconds East, 60.35 feet;

Thence North 10 degrees 25 minutes 10 seconds East, 50.10 feet;

Thence North 06 degrees 41 minutes 20 seconds East, 39.88 feet;

Thence North 01 degrees 15 minutes 51 seconds East, 50.09 feet;

Thence North 02 degrees 10 minutes 55 seconds West, 119.14 feet;

Thence North 32 degrees 45 minutes 04 seconds East, 32.51 feet;

EXHIBIT B-11 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

Thence East, being parallel with and 33.00 feet South of the North line of the Northwest quarter of said Section 21, a distance of 590.34 feet to a point on the East line of the Northwest quarter of the Northwest quarter of said Section 21;

Thence South 00 degrees 26 minutes 30 seconds East along said East line, 1282.98 feet to the Southeast corner of the Northwest quarter of the Northwest quarter of said Section 21;

Thence North 89 degrees 59 minutes 41 seconds West, along the South line thereof, 1327.52 feet to the Southwest corner thereof;

Thence North 00 degrees 04 minutes 29 seconds West, along the West line of said Northwest quarter of Section 21, a distance of 1282.82 feet to the POINT OF BEGINNING;

EXCEPT that portion conveyed to the State of Arizona ex rel. Victor M. Mendez, Director, Department of Transportation in Final Order of Condemnation, Superior Court Case No. CV2003-015041, recorded August 22, 2003 in Recording No. 20130766364.

PARCEL NO.1: (Tax Parcel No. 304-31-015)

The Southwest quarter of the Southwest quarter of Section 16, Township 1 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all oil gas and other hydrocarbon substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizer of every name and description and all uranium, thorium or any other material which is or may be determined by the laws of the United States or the State of Arizona or decisions of court to be peculiarly essential to the production of fissionable material, whether or not of commercial value, as reserved in the Patent recorded January 6, 1981 in Docket 14938, page 827, records of Maricopa County, Arizona.

PARCEL NO. 3: (Tax Parcel No. 304-31-024))

The following described property located in the Southeast quarter of the Southwest quarter of Section 16, Township 1 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southeast corner of the Southeast quarter of the Southwest quarter of said Section 16;

Thence West, 916.00 feet;

Thence North, 208.00 feet to the TRUE POINT OF BEGINNING;

EXHIBIT B-11 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

Thence West, 404.00 feet;  
Thence North, 600.00 feet;  
Thence East, 196.00 feet;  
Thence North, 440.00 feet;  
Thence East, 208.00 feet;  
Thence South, 1040.00 feet to the TRUE POINT OF BEGINNING;  
EXCEPT the Northerly 220.00 feet thereof.

PARCEL NO. 7: (Tax Parcel No. 304-31-025)

The Northerly 220.00 feet of the following described property:

That portion of the Southeast quarter of the Southwest quarter of Section 16, Township 1 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southeast corner of the Southeast quarter of the Southwest quarter of said Section 16;

Thence West, 916.00 feet;  
Thence North, 208.00 feet to the TRUE POINT OF BEGINNING;  
Thence West, 404.00 feet;  
Thence North, 600.00 feet;  
Thence East, 196.00 feet;  
Thence North, 440.00 feet;  
Thence East, 208.00 feet;  
Thence South, 1040.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5: (Tax Parcel No. 304-31-028)

That portion of the Northeast quarter of the Northwest quarter of Section 21, Township 1 South, Range 7 East of the, Gila and Salt River Meridian, Maricopa County, Arizona, which lies Northwesterly of the following described line:

EXHIBIT B-11 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

COMMENCING at a 1inch iron pipe marking the Northwest corner of said Section 21, being North 00 degrees 21 minutes 30 seconds East, 2631.66 feet from a General Land Office (GLO) brass cap marking the West quarter of said Section 21;

Thence along the West line of said Section 21, South 00 degrees 21 minutes 30 seconds West, 925.87 feet to the POINT OF BEGINNING on the new 2004 Northwesterly right-of-way line of State Route 202L (Santan Freeway);

Thence along said new 2004 Northwesterly right-of-way line, South 89 degrees 38 minutes 30 seconds East, 82.62 feet;

Thence continuing along said new 2004 Northwesterly right of way line, South 00 degrees 21 minutes 30 seconds West, 105.09 feet to the Northwesterly right of way line of the proposed Williams - Gateway T.I.;

Thence along said proposed new Northwesterly right-of-way line, North 84 degrees 48 minutes 06 seconds East, 136.65 feet;

Thence continuing along said proposed new Northwesterly right-of-way line, North 43 degrees 28 minutes 38 seconds East, 235.31 feet;

Thence continuing along said proposed new Northwesterly right-of-way line, along a curve to the Right, having a radius of 1046.257 feet, a length of 310.16 feet;

Thence continuing along said proposed new Northwesterly right-of-way line, North 60 degrees 27 minutes 42 seconds East, 514.56 feet;

Thence continuing along said proposed new Northwesterly right-of-way line, along a curve to the Left, having a radius 2250.53 feet, a length of 643.07 feet to the POINT OF ENDING on the North line of said Section 21, being South 89 degrees 33 minutes 29 seconds East, 1572.22 feet from said Northwest corner of Section 21.

EXHIBIT B-12 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

PARCEL NO. 9: (Tax Parcel No. 304-31-009N)

That portion of the Northwest quarter of the Northwest quarter of Section 21, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Section 21, with an assumed bearing of East along the North line of the Northwest quarter of said Section 21;

Thence South 00 degrees 04 minutes 29 seconds East along the West line of the Northwest quarter of said Section 21, a distance of 33.00 feet;

Thence East, being parallel with and 33.00 feet South of said North line, 658.96 feet to the POINT OF BEGINNING;

Thence continuing East, 70.00 feet;

Thence South 32 degrees 45 minutes 04 seconds West, 32.51 feet;

Thence South 02 degrees 10 minutes 55 seconds East, 119.14 feet;

Thence South 01 degrees 15 minutes 51 seconds West, 50.09 feet;

Thence South 06 degrees 41 minutes 20 seconds West, 39.88 feet;

Thence South 10 degrees 25 minutes 10 seconds West, 50.10 feet;

Thence South 12 degrees 04 minutes 10 seconds West, 60.35 feet;

Thence South 06 degrees 56 minutes 20 seconds West, 39.90 feet;

Thence South 00 degrees 28 minutes 27 seconds East, 217.32 feet;

Thence North 89 degrees 58 minutes 04 seconds East, 111.85 feet;

Thence South 00 degrees 28 minutes 27 seconds East, 124.16 feet;

Thence South 89 degrees 58 minutes 04 seconds West, 353.49 feet;

Thence North 00 degrees 35 minutes 48 seconds West, 332.02 feet;

Thence North 89 degrees 56 minutes 05 seconds East, 180.47 feet;

Thence North 64 degrees 52 minutes 12 seconds East, 28.20 feet;

Thence North 11 degrees 50 minutes 56 seconds East, 149.40 feet;

Thence North 07 degrees 17 minutes 56 seconds East, 38.60 feet;

Thence North 01 degrees 22 minutes 15 seconds East, 50.46 feet;

Thence North 03 degrees 12 minutes 21 seconds West, 119.95 feet;

Thence North 34 degrees 44 minutes 16 seconds West, 32.48 feet to the POINT OF BEGINNING.

EXHIBIT B-13 LEGAL DESCRIPTION FOR INDIVIDUAL PARCEL OWNERSHIP GROUP

(Tax Parcel No. 304-30-007G)

That part of the Easterly 225.40 feet of the Northwest quarter of the Northwest quarter, and The Northwest half of the Southwest quarter of the Northwest quarter of Section 17, Township 1 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

FROM the Northeast corner of the said Northwest quarter of the Northwest quarter of Section 17;

Thence South 00 degrees 08 minutes 42 seconds West along the East line of the said Northwest quarter of the Northwest quarter of Section 17, a distance of 33.01 feet to the POINT OF BEGINNING;

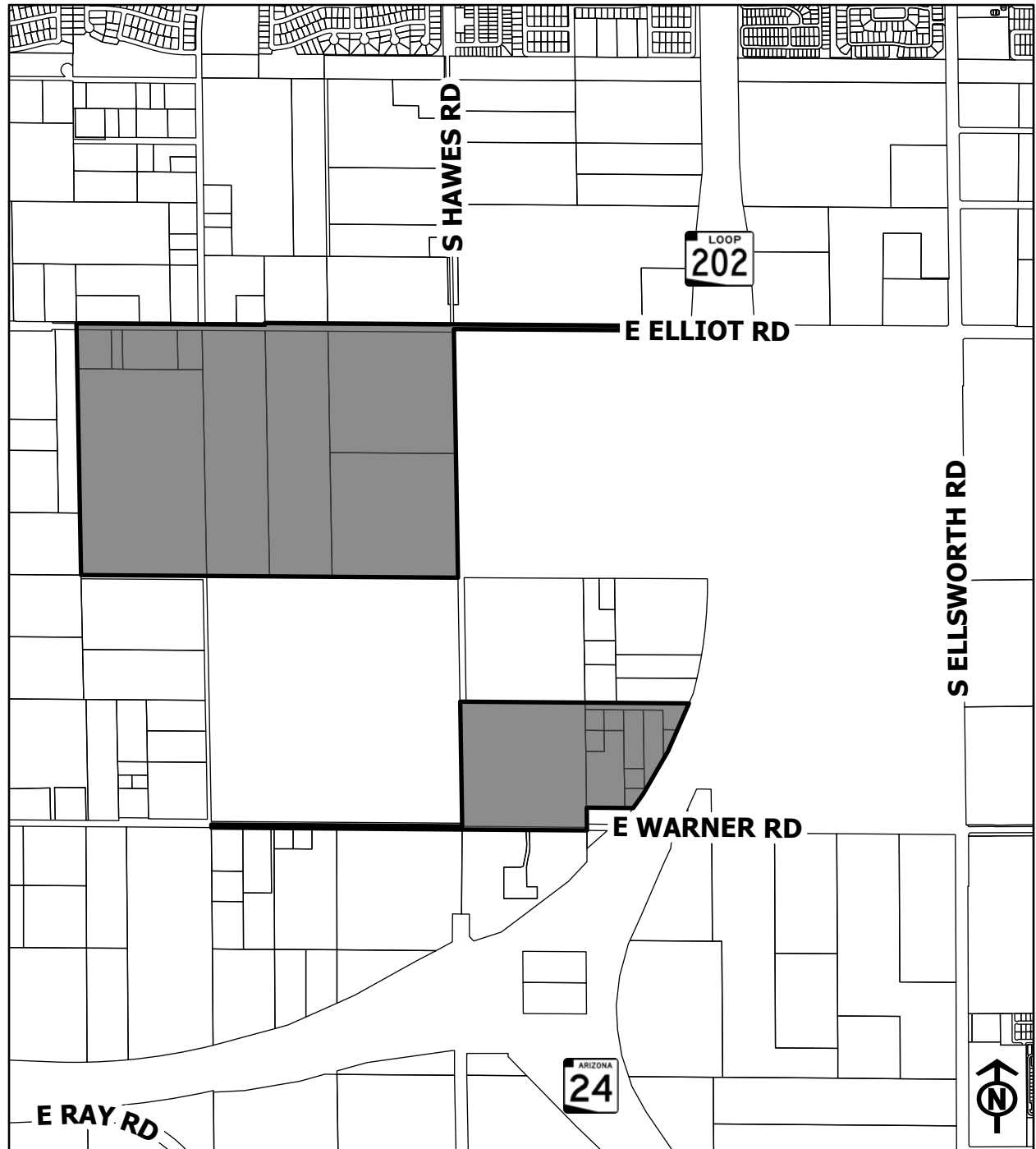
Thence continuing South 00 degrees 08 minutes 42 seconds West, 1932.58 feet to the Southeast corner of the said North half of the Southwest quarter of the Northwest quarter of Section 17;

Thence North 88 degrees 15 minutes 49 seconds West along the South line of the said North half of the Southwest quarter of the Northwest quarter of Section 17, a distance of 225.49 feet;

Thence North 00 degrees 08 minutes 42 seconds East, parallel to and 225.40 feet Westerly from the East line of the West half of the Northwest quarter of Section 17, a distance of 1932.54 feet to a point 33.00 feet Southerly from the North line of the said Northwest quarter of the Northwest quarter of Section 17;

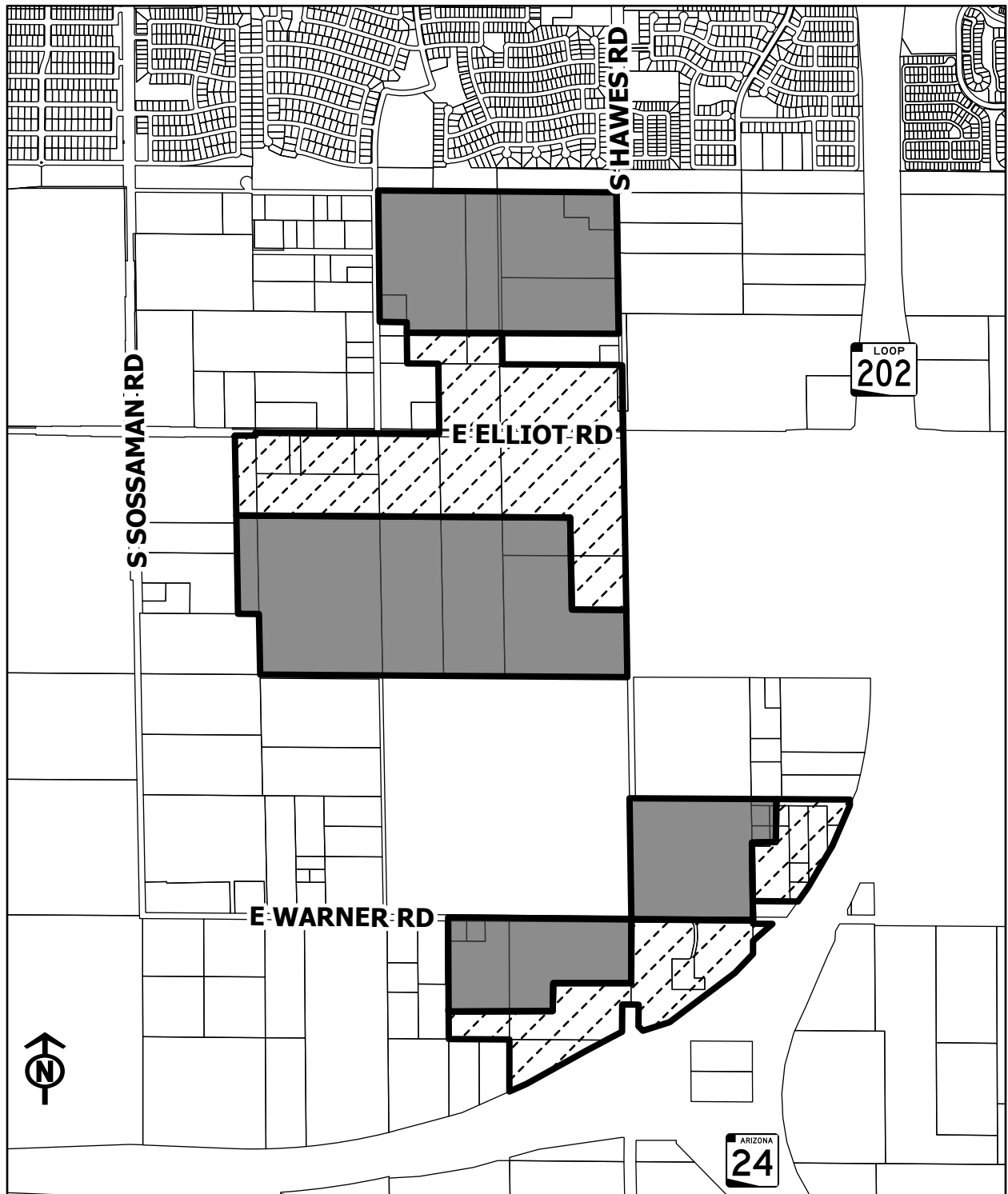
Thence South 88 degrees 16 minutes 26 seconds East, 225.49 feet to the POINT OF BEGINNING.



# Exhibit C - Annexation Exhibit



 Annexation Area

## Exhibit D - General Plan Minor Amendment Area




-  Mixed Use Activity/Employment to Neighborhood
-  Remainder of Area Conforms with General Plan

# Exhibit E - Zoning Ordinance Maps

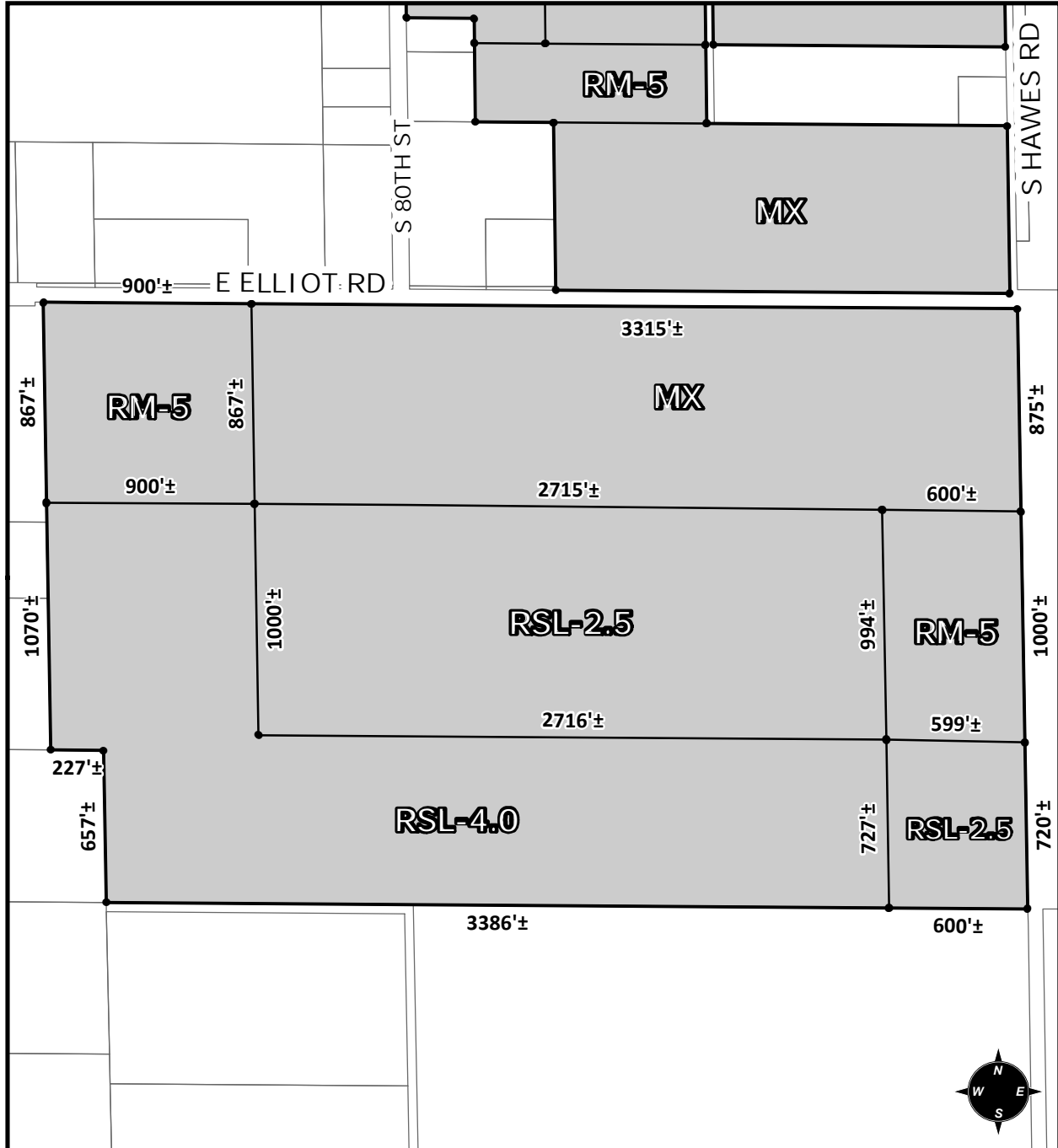
## Page 1 of 3




 ZON17-00606 Rezone Areas

# Exhibit E - Zoning Ordinance Maps

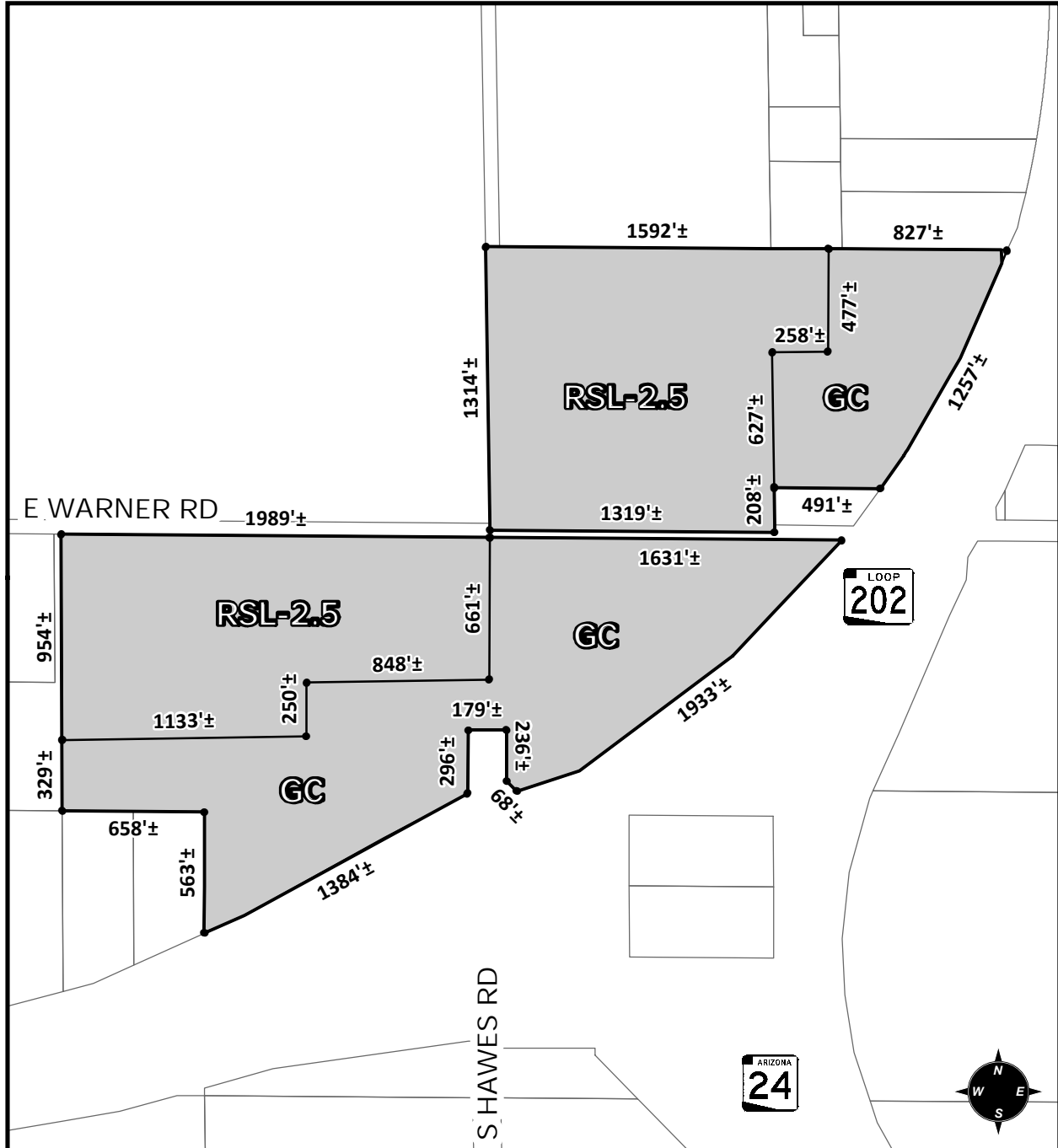
## Page 2 of 3



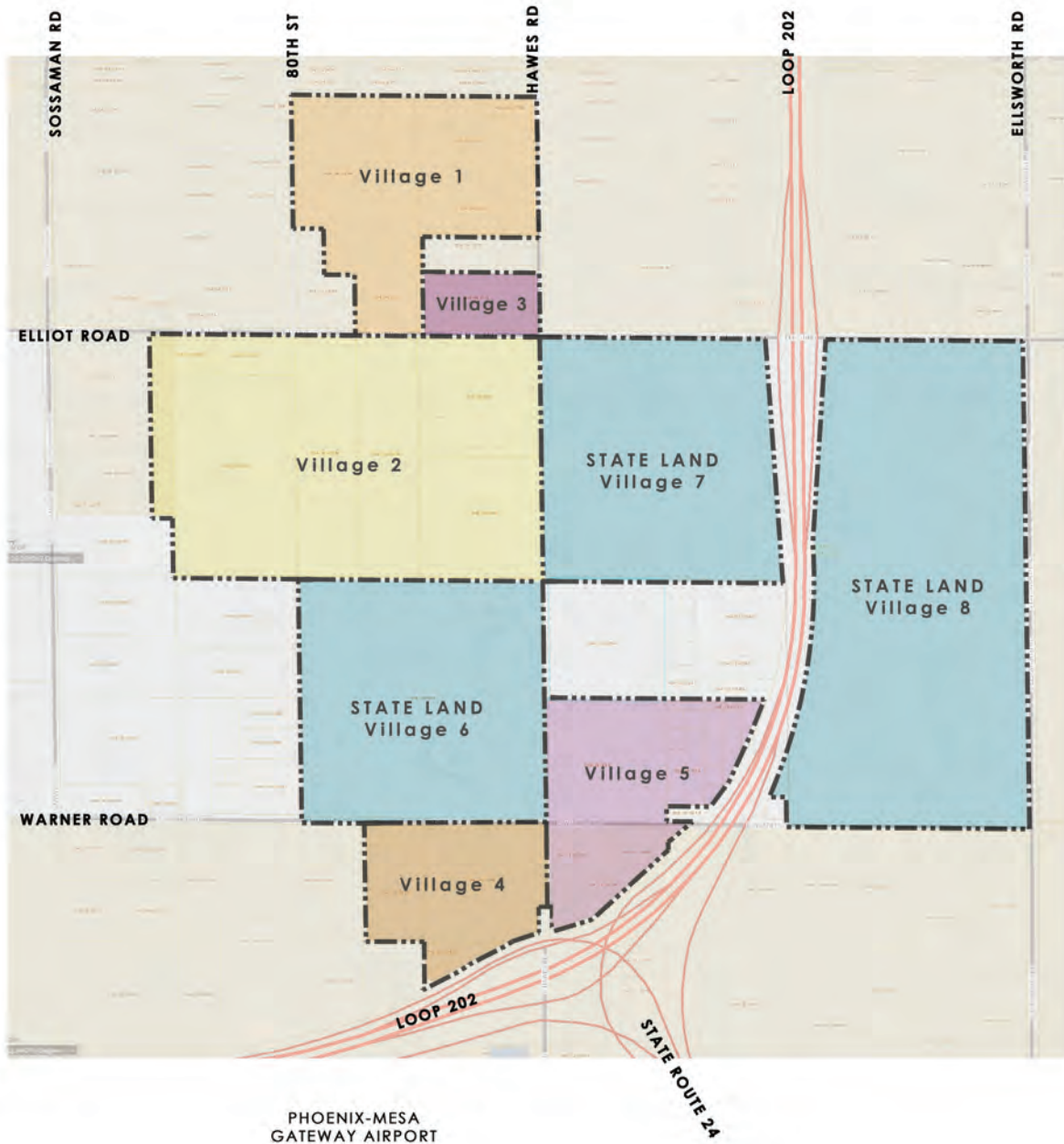
 ZON17-00606 Rezone Areas

# Exhibit E - Zoning Ordinance Maps

## Page 3 of 3



# Exhibit F - Conceptual Village Plan



HAWES CROSSING  
CONCEPTUAL VILLAGE PLAN

# Exhibit G - Design Guidelines

## Page 1 of 10

### Project Theme

The theming of Hawes Crossing is designed to respect the history and historical uses of the land while clearly indicating a progressive character by taking material and aesthetic cues from the history and incorporating them into contemporary designs. Exhibit K, Project Theming is illustrative of the types of entry features, theme walls, materials, and style the various elements of the public areas will follow. The conceptual theming elements contain metals such as stainless steel and aluminum while painted materials primarily use the color white as a nod to the dairy uses. The theme of Milk and Metal encapsulates the materials and colors associated with the traditional use of the land while creating a contemporary palette that will allow Hawes Crossing to have a cohesive overall theme while allowing smaller development and neighborhoods within Hawes Crossing to create their own identity.



Coordinated and thoughtfully designed community theming elements add to the aesthetic of the community but also serve to set the tone for builders, identify neighborhoods within the community, and create a sense of place to set Hawes Crossing apart from the surrounding areas of the City.



# Exhibit G - Design Guidelines

## Page 2 of 10

### **Walls, Gates, and Entry**

- Compliance with Exhibits K1, K2, K3, K4, K5, and K6 from the Hawes Crossing Narrative which is on file with the City of Mesa Planning Department, related to theming designs illustrating the potential character, materials, massing, and theming for walls, gates, and Entries.
- Monumentation, theming elements, and signage will be used in concert in entry features for each of the major entrances to Hawes Crossing and land use areas to create a sense of arrival and place while identifying and differentiating the neighborhoods within Hawes Crossing. A contemporary and harmonious application of materials is encouraged for the theming elements within Hawes Crossing. Materials that are required for the theming elements in Hawes Crossing are steel, raw or painted white or neutral colors, masonry units, concrete, with a variety of finishes and aggregate sizes, and smooth stucco with white or neutral paint colors that complement the landscape environment that is envisioned within Hawes Crossing. All theming elements will require submission, review and permitting through the City of Mesa building and zoning review.
- Lots backing on to open space tracts internal to the residential areas are encouraged to use partial or full view fencing in lieu of solid walls to further expand the open feel of these neighborhood open space areas.

### **Non-Residential Design Guidelines**

#### Purpose

These architecture criteria have been established to ensure that individual commercial and office environments meet or exceed the level of architectural quality and image for development within Hawes Crossing and conform to the design standards and vision.

#### Vision Architectural Character

- All projects in Hawes Crossing are required to have a sense of substance, permanence, sophistication, while paying homage to the traditional values of the Hawes Crossing vision.
- Continuity of architecture throughout each site is required resulting in a clear overall project design concept that is compatible with the Hawes Crossing Master Plan theme, quality objectives and the scale and use of the site.
- All project design concepts shall be compatible with their surroundings. Consideration shall be given to the character of the adjacent neighborhood and projects, climate and solar orientation.
- All buildings, structures, and improvements on the site including but not limited to main and satellite buildings, parking structures, ancillary structures, site furnishings screen and landscape walls and pedestrian plazas are required to be integrated into the overall Hawes Crossing community design concept.
- Design elements such as form, massing, detailing, colors and materials that appear arbitrary or are inconsistent with the project design concept are not acceptable.
- Retail, resort and hotel project designs may be either contemporary or traditional; however, they shall conform to Hawes Crossing community vision.
- Houses of worship, schools and other public and quasi-public projects typically serve as neighborhood focuses and are symbolically significant in the life of the community. They

# Exhibit G - Design Guidelines

## Page 3 of 10

may either be contemporary or traditional; however, particular emphasis shall be focused on conformance to Hawes Crossing design philosophy.

- Substations, pumping plants and other utility and service facilities shall be designed to blend into their settings. These installations shall be as non-intrusive as possible through the use of neighborhood appropriate architectural design, materials, colors, and screening. All machinery, ancillary equipment, service connections, communication devices and any other site improvements shall meet the same standards as all other development in Hawes Crossing. Perimeter walls shall match neighborhood wall design.
- Community walls shall be designed to complement both a traditional and modern aesthetic

### Height of Buildings and Structures

- The maximum total building height including but not limited to roof-mounted equipment screens, elevators, penthouses, and skylights, shall not exceed the City of Mesa Standards unless specifically modified in the Hawes Crossing Zoning Ordinance. More restrictive height limits may exist at certain locations subject to specific zoning requirements and adjacent sensitive uses, including but not limited to residential neighborhoods.

### Building Massing and Form

- Building massing and form shall be appropriate for the project design philosophy, the building type, and the location of the site.
- All buildings are to be designed to be viewed from any angle.
- Large, flat, unarticulated building masses and elevations are not permitted. Fenestration and other elevation treatments are required on all elevations.
- Fenestration shall be designed to complement a building's massing consistent with the project design philosophy. Mullion patterns should provide scale and modulation that enhance the overall building design.
- Building columns shall be appropriately proportioned to provide a sense of stability and elegance consistent with the project design philosophy and the neighborhood design criteria.
- Greater articulation of the elevations is required where portions of the building are highly visible, adjacent to sensitive land uses or facing pedestrian areas.
- Human scale elements such as (but not limited to) cornices, pilasters, arcades, trellises, shading devices, additional surface details, and transparent ground floor glazing are required at pedestrian-oriented locations.

### Building Entries

- Primary building entries should be obvious, inviting, appropriately scaled for the building, and consistent with the project design philosophy.
- Primary building entries shall be emphasized by design features such as columns, overhangs, recesses and roof forms that are integrated into the overall building design.
- Site and building features that create a sense of place shall be integrated into every primary building entry.

# Exhibit G - Design Guidelines

## Page 4 of 10

### Building Materials and Finishes

All exterior colors and materials shall conform to neighborhood color palette, be compatible with the project design philosophy and present a durable quality appearance.

- Exterior materials shall be consistently applied throughout a project.
- Stark, garish, and highly reflective colors and materials are not permitted. Sharp contrasts between colors are discouraged. Light reflectivity values (LRV) for primary and secondary colors in excess of 50% are not permitted. Hawes Crossing will consider higher LRV for trim, mullions, and miscellaneous metal where compatible with the neighborhood color palette and project design.
- Use of wood on any exposed exterior surface is strongly discouraged due to environmental conditions including extremely low humidity, high ambient summer temperatures and intense solar radiation.
- All field-applied colors require field approval prior to application.

### Glazing Requirements

- The use of tinted and/or moderately reflective high-performance glazing coordinated with the project color material palette is acceptable. Lightly tinted or clear glass is also permitted.
- Highly reflective mirrored glass, opaque-appearing dark colored glass, black glass, or gold reflective glass is not allowed.
- Glazing in pedestrian areas should appear transparent from the exterior.
- Monolithic glazing may be used in special applications as an accent to the overall design but should not be used as a dominant design theme. "Glass Boxes" are not permitted except as secondary forms subject to Hawes Crossing approval.

### Roof Criteria

- Flat roofing systems shall be effectively screened on all sides by the building parapet. The parapet height shall equal or exceed the height of the highest point of a flat roof.
- All built-up roofing systems, associated roof elements, and roof-mounted equipment and components shall be uniformly finished in a neutral beige or light gray color.
- All roofs and associated equipment within a project shall be the same color.
- Sloped, curved or other roof forms may be used if they are expressed as a design element, consistently applied, and are compatible with the project and Hawes Crossing design philosophy.
- Non-traditional or special purpose roof systems (i.e., tensile structures) are acceptable so long as they are well integrated into a project's design and compatible with the Hawes Crossing design philosophy.
- Asphalt composition shingles are not permitted.
- Exterior downspouts are not permitted. All rain water leaders shall be concealed and connected directly to the site storm drainage system.

### Non-Residential Architectural Treatment of Buildings.

- Buildings will be designed to contribute to the larger spatial composition and identity of the overall development.

# Exhibit G - Design Guidelines

## Page 5 of 10

- Brand buildings or formulaic “stand-alone” solutions that have no regard to context are strongly discouraged.
- Buildings should have a clear architectural relationship with one another, employing common high-quality building materials or architectural elements, while creating diversity and interest.
- Building design should be flexible to accommodate resource efficient change over time and permit reuse by other tenants. Highly specialized buildings suitable for only one tenant are discouraged.
- Buildings should be appropriately scaled to create pedestrian friendly and inviting public spaces.
- Building entries should be carefully placed in conjunction with the overall pedestrian pathway system.
- Building elevations should employ awnings, canopies, recesses or arcades to provide shade and shelter, and create architectural interest across the length of the building.
- Retail buildings should include transparent storefronts and display windows to create visual interest.
- Small-scaled retail is encouraged along the face or side of larger retail structures to promote diversity and promote a pedestrian scale.
- Vary exterior building walls in depth and/or direction. Building walls shall exhibit offsets, recesses, or projections with significant depth, or a repeated pattern of offsets, recesses, or projections of smaller depth in a well-integrated composition.
- Provide architectural interest at the skyline and accentuate appropriate building elements. Vary building height so that a significant portion of the building has a noticeable change in height; or roof forms are varied over different portions of the building through changes in pitch, plane, and orientation.

### **Mixed Use Design Guidelines and Standards for Vertically Mixed Uses**

- Non-residential uses, particularly retail and service-related businesses, shall be oriented towards the street and pedestrian areas in order to activate the streetscape and further encourage pedestrian activity.
- Ground floor non-residential uses shall use glazing, patios, and other methods to create ground floor transparency for a minimum of 75% of their frontage. Sides and rear of buildings with ground floor non-residential uses shall incorporate as much ground floor transparency as possible, particularly along pedestrian routes.
- Residential units are encouraged to be located above the ground floor but when located on the ground floor (no residential units are permitted on the ground floor within 200 feet of Elliot Road in the Elliot Road Corridor) shall be placed internal to the buildings behind non-residential uses, with the exception of single-family attached.

# Exhibit G - Design Guidelines

## Page 6 of 10

- Ground floor residential uses at the front of buildings are limited to lobbies, entrances for multiple units, and other public or semi-public uses and shall be allowed per ground floor mix of use standards herein and must provide transparency from the a street perspective through glazing open space or other methods for their entire frontage.
- Pedestrian activity shall be encouraged in vertically mixed-use projects by locating urban plazas, patios, courtyards, water features, pedestrian seating, gathering areas, public art, sidewalks, paths and walkways in the front and sides of buildings as well as between parking areas and main entrances to non-residential uses.
- Non-residential uses are permitted on any floor subject to residential codes, covenants, and restrictions

### **LANDSCAPING**

1. Landscaping areas shall consist of a blend of lush and desert appropriate plant materials from the Approved Plant Palette and landscaping along the sidewalks that are adjacent to major streets or pedestrian corridors shall be arranged in patterns with an emphasis on shade and color.
2. To achieve a unified landscaped environment that is appropriate and successful for the desert climate, all development shall comply with the 'Approved Plant Palette' shown on Exhibit Q from the Hawes Crossing Narrative which is on file with the City of Mesa Planning Department.
3. A landscape plan prepared by a landscape professional such as a registered landscape architect or a qualified arborist is required for all Specific Plans, site plans and subdivision plats.

# Exhibit G - Design Guidelines

## Page 7 of 10

### 1.1.1. Office Prototypes



# Exhibit G - Design Guidelines

## Page 8 of 10

### 1.1.2. Commercial Prototypes



# Exhibit G - Design Guidelines

## Page 9 of 10

### 1.1.3. Mixed-Use Prototypes



# Exhibit G - Design Guidelines

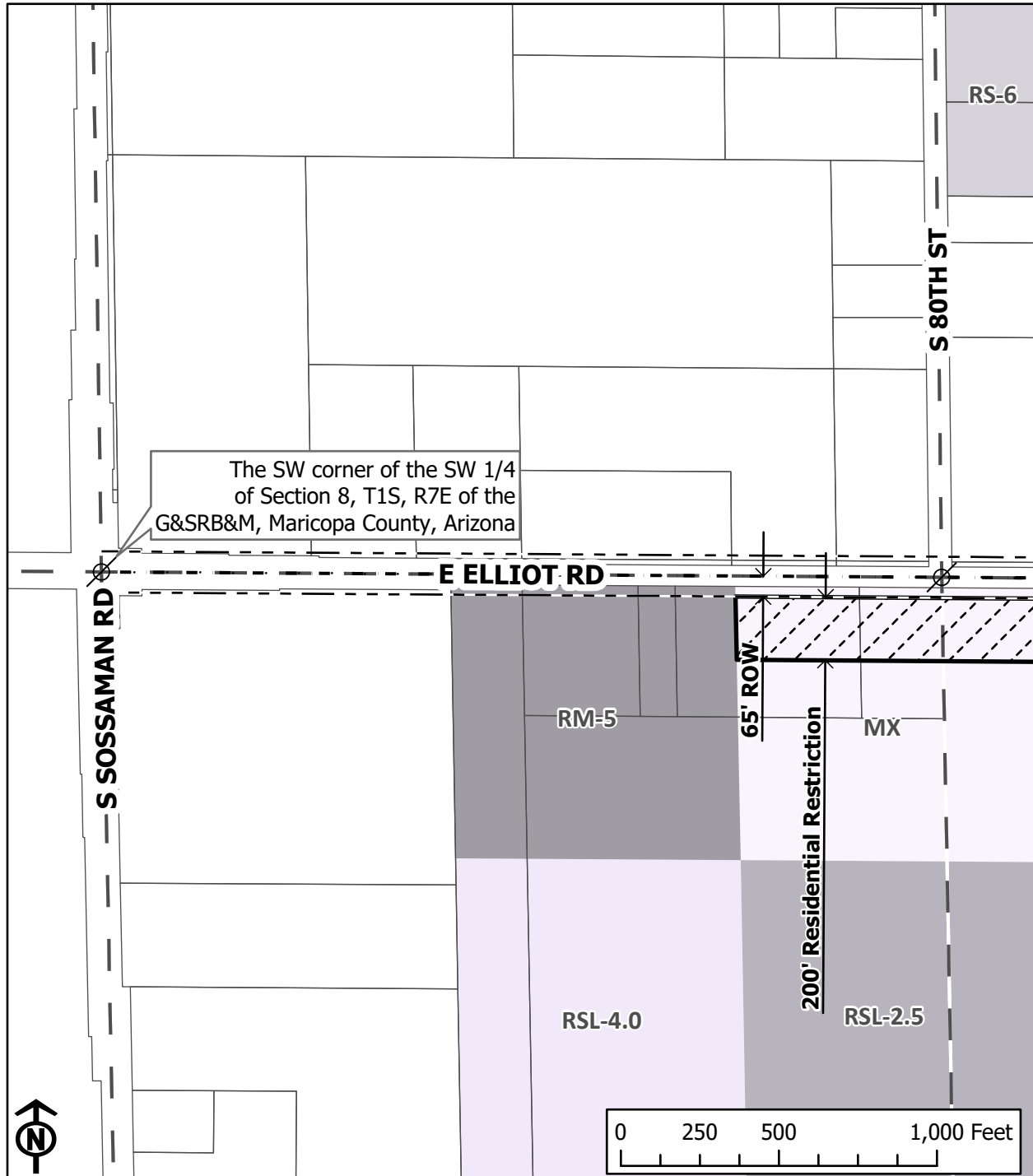
## Page 10 of 10

### 1.1.4. Industrial Prototypes



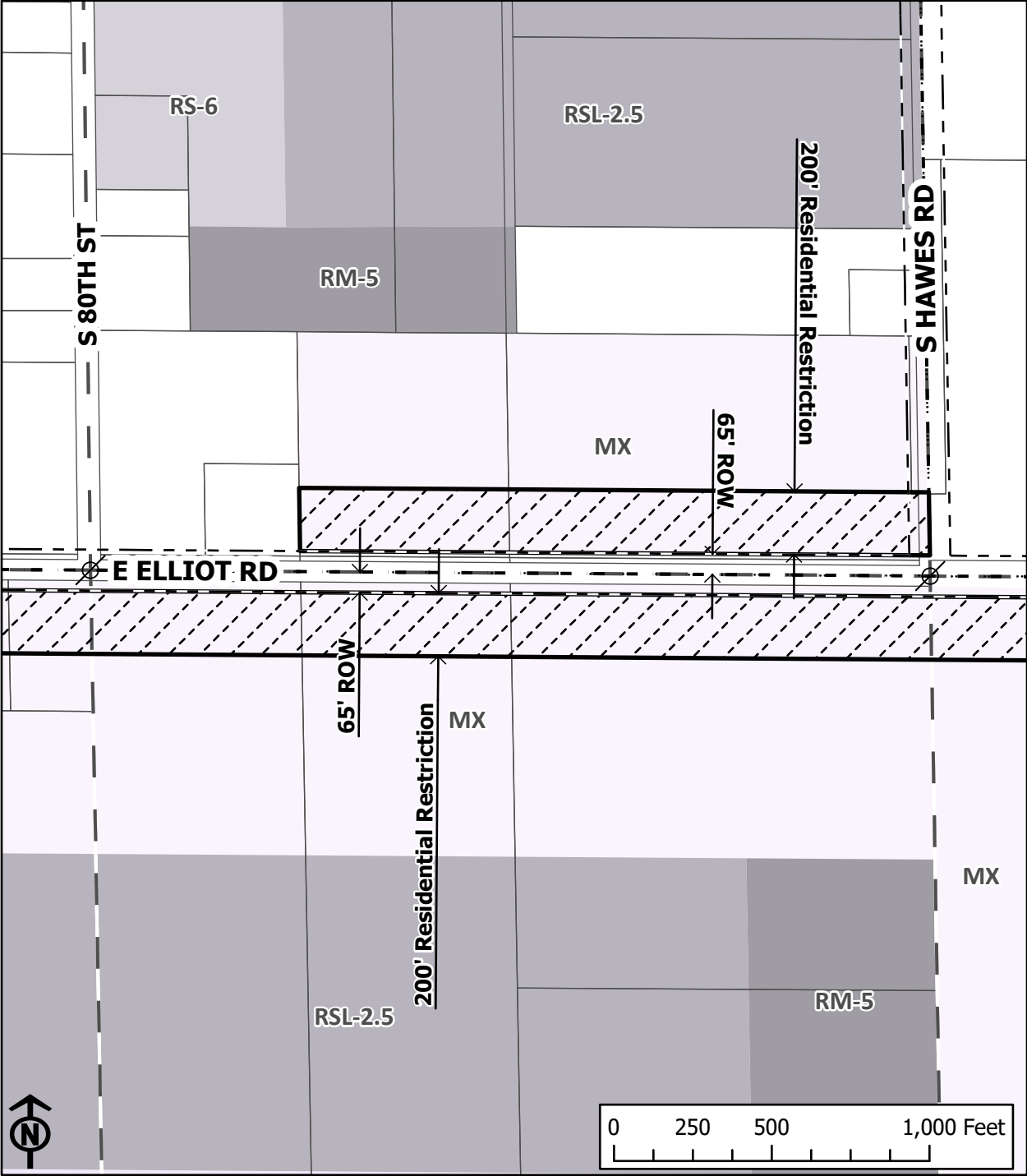
# Exhibit H - Elliot Road Residential Restrictions

Page 1 of 4



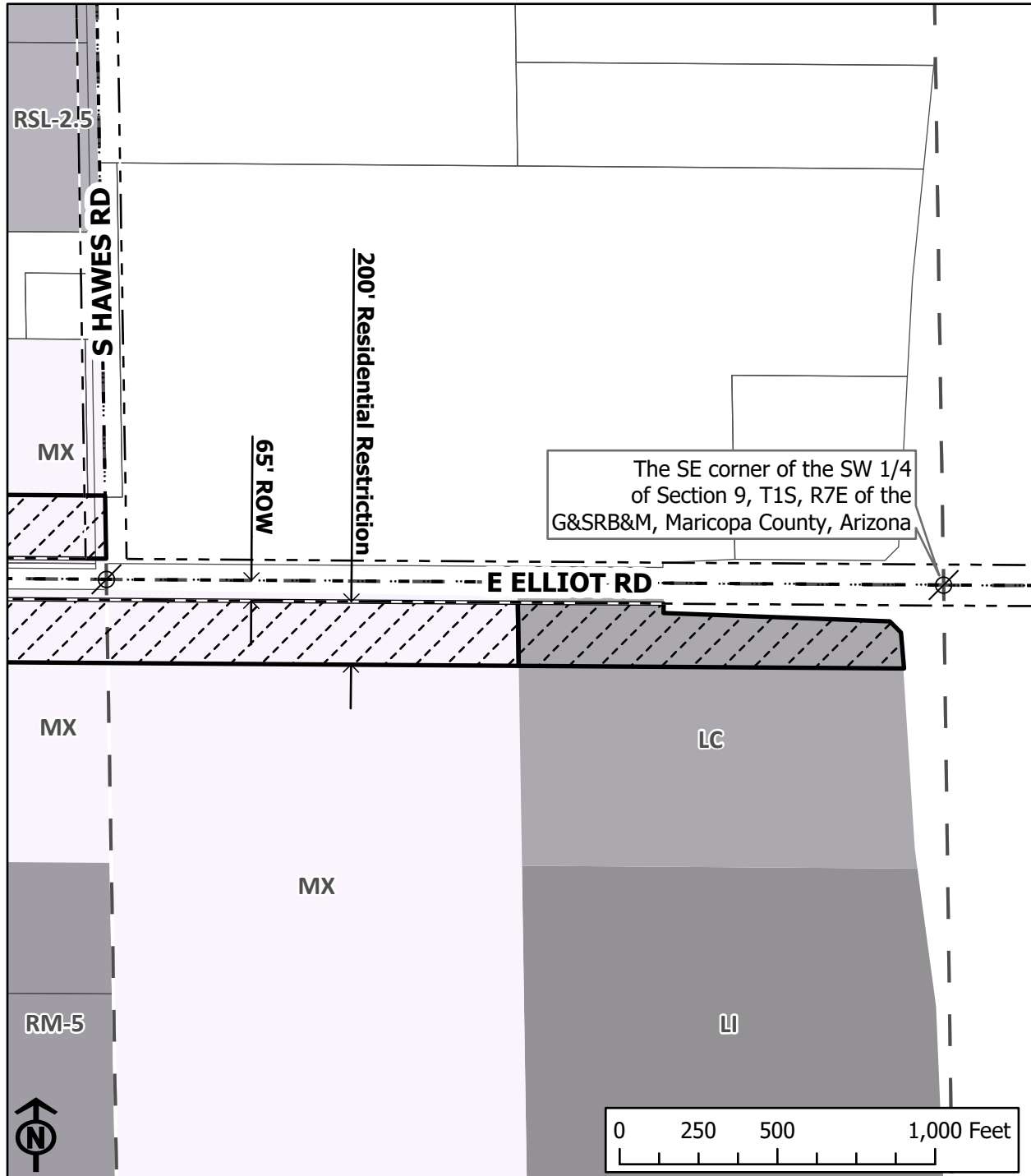
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- - - - Right of Way     Residential Restriction

Exhibit H - Elliot Road Residential Restrictions  
Page 2 of 4



⊘ Monument    - - - - Centerline  
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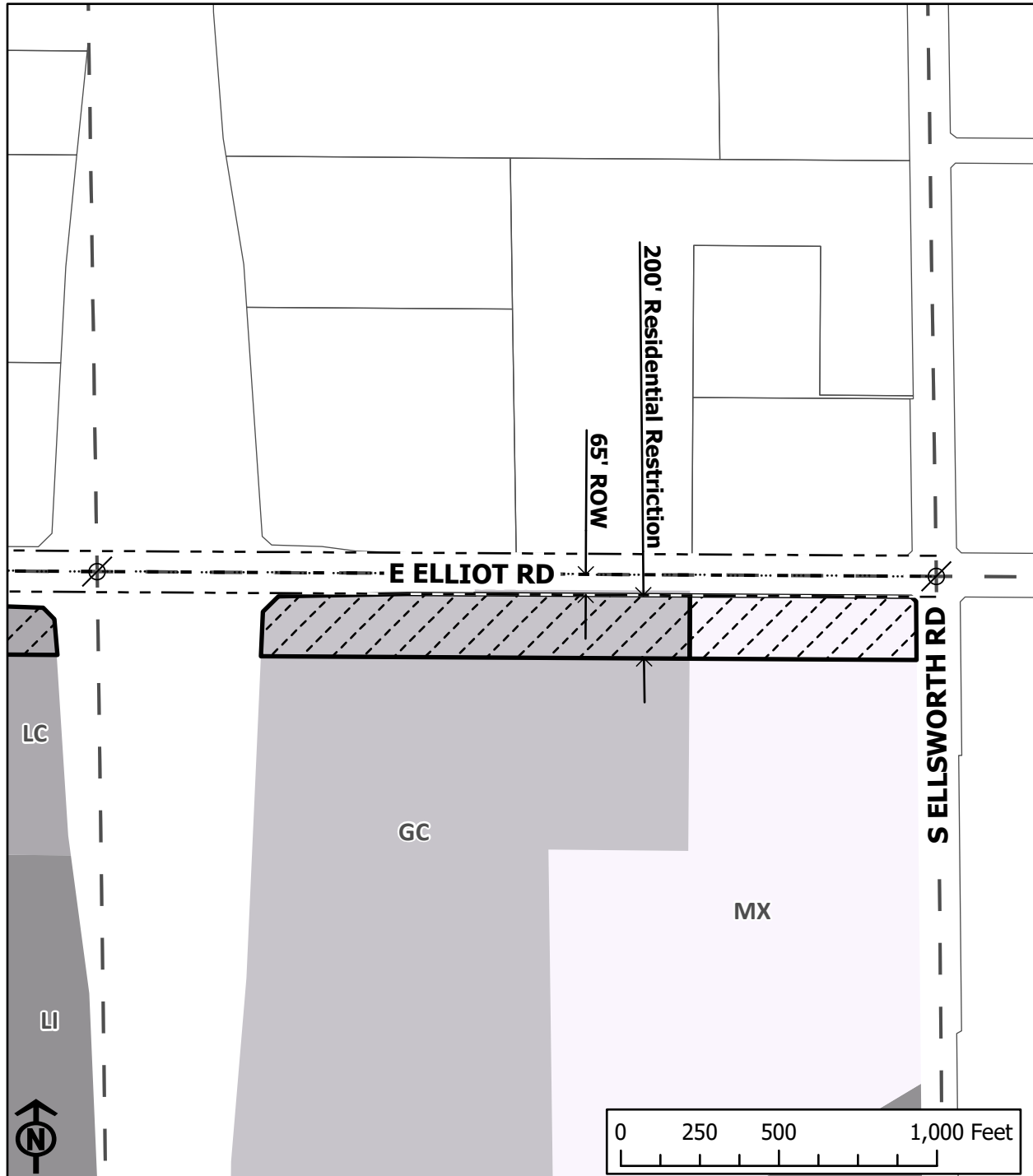
Exhibit H - Elliot Road Residential Restrictions  
Page 3 of 4



⊘ Monument    - - - - Centerline  
- - - - Right of Way     Residential Restriction

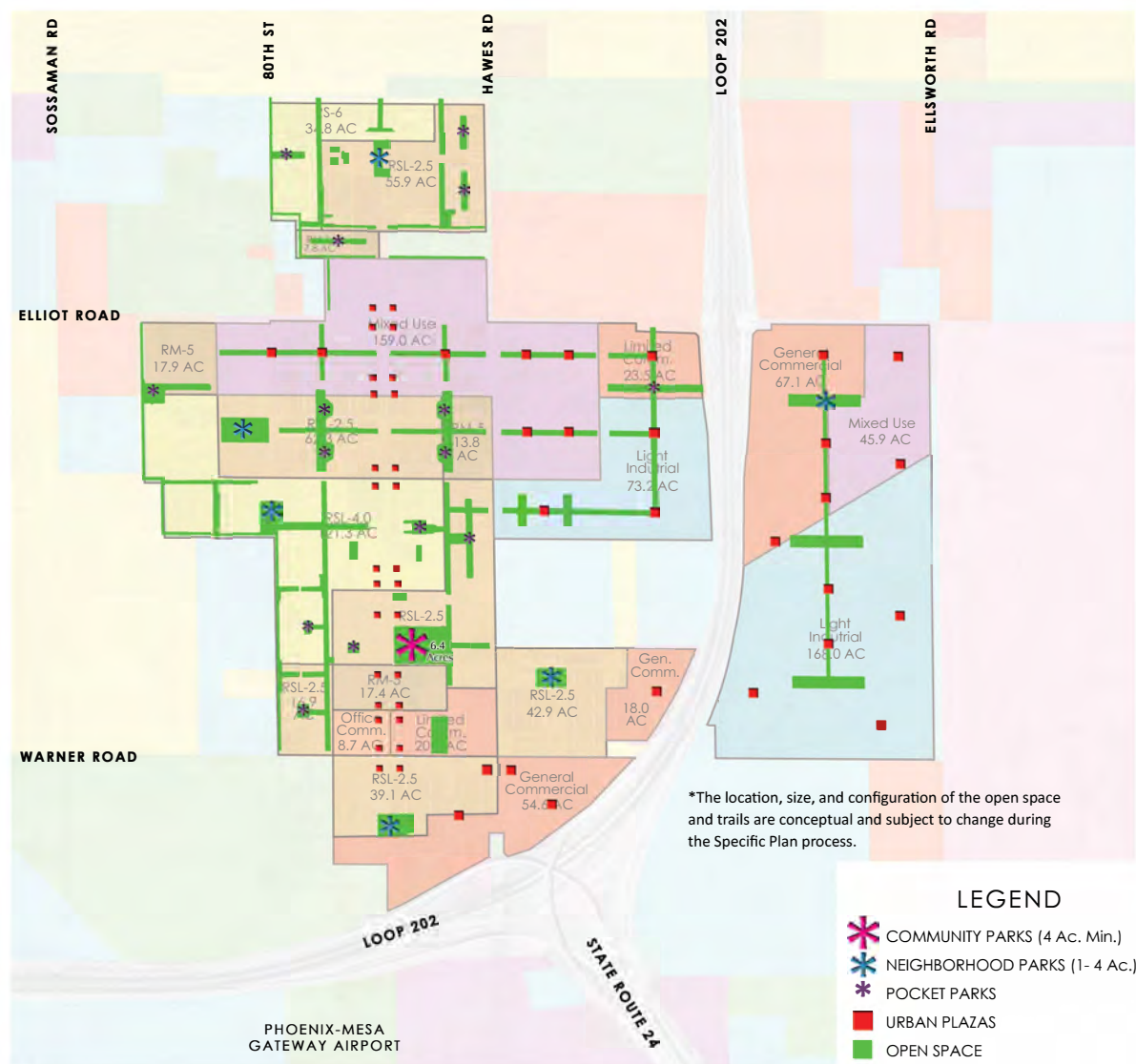
# Exhibit H - Elliot Road Residential Restrictions

Page 4 of 4



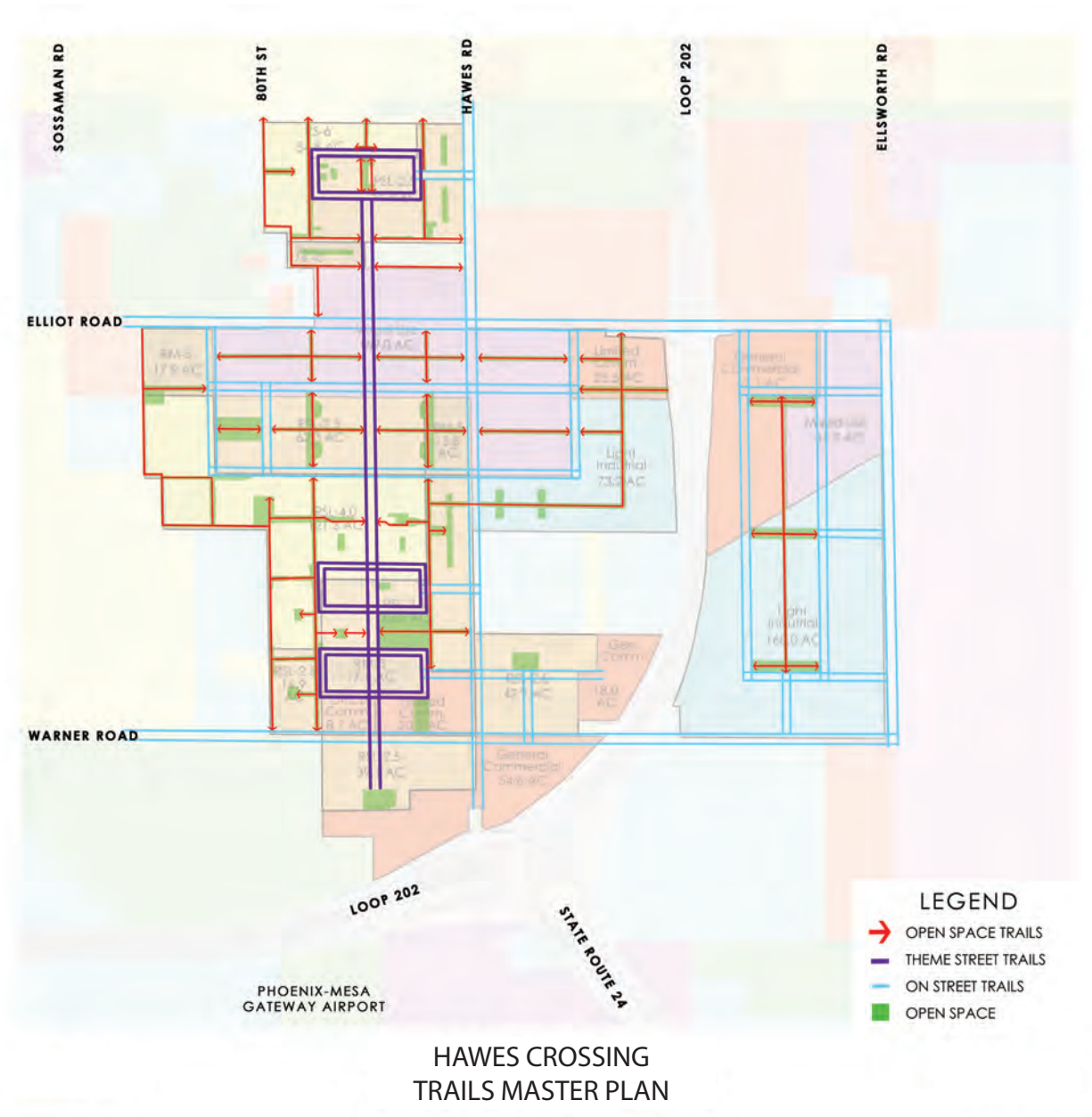
Ø Monument    - - - - Centerline  
- - - - Right of Way     Residential Restriction

# Exhibit I - Open Space Master Plan



HAWES CROSSING  
OPEN SPACE MASTER PLAN

# Exhibit J - Trails Master Plan



# Exhibit K - Open Space Guidelines

## Page 1 of 3

### **Open Space Requirements in General**

- Open space areas shall be connected via parks and trails such that residents and visitors can traverse the entire project without use of an automobile, including residential and non-residential areas.
- The Open Space in each Specific Plans shall employ a similar design in order to provide a cohesive public open space throughout the Project.
- All Open Space in the Project (i.e. Community Park, Neighborhood Parks, Urban Plazas and other open space) shall be connected by open space trails, themed street trails, and on-street trails. All dwelling units and businesses shall be within one quarter of a mile walking distance from open space and open space trails.

### **Requirements Specific to Parks**

- Each park shall have a minimum of four (4) of the park amenities described below. The type of amenities and the location of the amenities shall be determined at the time of site plan review or preliminary plat approval.
  - a. List of possible amenities or

Community Park	Neighborhood Park	Pocket Park
Pavilion/Ramada	Pavilion/Ramada	Pavilion/Ramada
Play Structures	Play Structures	Play Structures
Kids Water Play Area	Basketball	Basketball
Basketball	Sand Volleyball	Sand Volleyball
Sand Volleyball	Bocce	Bocce
Bocce	Fireplace	Open Play/Turf
Fireplace	Open Play/Turf	Dog Park
Open Play/Turf	Community Garden	
Community Garden	Dog Park	
Dog Park		

- b. An alternative amenity or amenities of equal to or greater than the amenities listed above, as determined by the Planning Director, in the Planning Director's sole discretion.
- All children's play equipment and parental seating areas in community and neighborhood parks shall be shaded either by structural shade or adequate trees. Child play surfaces shall meet national safety and industry standards.

#### **Community Parks.**

- Each Community Park shall be a minimum of four acres of land.
- Amenities in each Community Park shall include active recreation areas such as ball fields, sport courts, and play areas, as well as passive recreation amenities such as ramadas, open turf areas, grills, and amphitheaters.
- Each Community Park shall be directly accessed via a combination of Open Space Trails, Theme Street Trails, and On-street Trails. Community Parks may be located on local streets but are more preferably located on collector or even arterial streets (except the Community Park in Village 6 shall not be located on an arterial). Where local streets abut a Community Park, it is preferable for homes to front on to the park.
- Required Community Park in Village 6. Village 6 is required to have a dedicated Community Park on property zoned RSL-2.5 that is a minimum of 6.4 contiguous acres. The Community Park in Village 6 must be located on one or more collector streets. It shall not be located on an arterial street. The conceptual location of the Community Park is identified on the Open Space Master Plan. The first Specific Plan for Village 6 shall identify the exact location, size and

## Exhibit K - Open Space Guidelines

### Page 2 of 3

configuration of the Community.

- **Neighborhood Parks** shall be a minimum of one acre and shall include both active recreation amenities (i.e. play structures, ball courts, fitness stations) and passive recreation amenities (i.e. open turf areas, ramadas, etc...). The parks shall accommodate small neighborhood gatherings, informal team sports, and individual activities. Neighborhood parks shall be located on local or collector streets and shall be accessible via at least one Open Space Trails, Theme Street Trails or On-street trails. Where possible, surrounding homes should front onto Neighborhood Parks. Neighborhood Parks should be accessible via at least one Open Space Trail, Theme Street Trail or On-street trail.
- **Pocket Parks** are small parks that are intended to service the homes on the same or nearby streets, therefore they shall be located on local streets such that no home is more than 600 feet from the nearest Pocket Park. Each Pocket Park shall have shaded play areas and structures as well as seating areas.
- **Urban Plazas:** Within each Specific Plan, regardless of size, and Hawes Crossing as a whole, a minimum of 2% of the gross Hawes Crossing Mixed-Use development area shall be dedicated to urban plazas as a part of a minimum 10% non-residential open space. Urban Plazas are intended to be formal open space areas located in the public domain accessed directly from collector and arterial streets in both residential and non-residential areas. These plazas diversify the streetscape, add to the unique character of Hawes Crossing, provide seating areas, and generally enhance the community. Benches, trash receptacles, shade structures, landscape lighting and paving materials contribute significantly to the character and amenity of the public environment. These elements will be incorporated where appropriate along community streets and in public areas.
- A cohesive design theme shall be employed across all Urban Plazas.
- These plazas are located along the primary internal thoroughfare within Hawes Crossing, the quarter section alignment between Hawes Road and 80<sup>th</sup> Street.
- Urban plazas may range from 2,000 square feet to a third of an acre. However, the specific size shall be proportionate/appropriate to the scale of the surrounding uses, number of trails and non-motorized connections, and roadway size.
- Exhibit P, Urban Park Concept (from the Hawes Crossing Narrative which is on file with the City of Mesa Planning Department), is a conceptual rendering of the type of park envisioned for Hawes Crossing.

# Exhibit K - Open Space Guidelines

## Page 3 of 3

### **Requirements Specific to Trails**

- All of the trails located in a residential area must be located adjacent to the front yard of a home or in a landscape tract.
- Trails shall be a combination of paved and non-paved trails and sidewalks ranging from 4 feet wide walking paths to 12 feet wide multi-use trails.
- All trails in residential areas will be adjacent to landscaping either in front yards of homes or landscaped tracts. Trails will be predominantly linear in nature to relate to the logical and efficient forms within the Hawes Crossing District but include ample shade through a creative blend of evergreen and deciduous trees, structured shade and generous landscape. It will be important to broadcast the logical and very comprehensive nature of the system through the use of well-designed signage and way finding programs. Use of educational signage and amenities such as exercise training circuit stations is encouraged.
- All trails shall use a similar style of theming elements for the area such as lighting, signage, paving, hardscape, and seating. The initial Specific Plan approved within Hawes Crossing shall establish the style unless a Master HOA has already been formed and a comprehensive design guideline created.
- Seating areas, trash receptacles, and lighting within a development shall be provided along multi-use and theme street trails.

# Exhibit L: Prohibited Uses in the GC Zoning District

## Page 1 of 8

The table below establishes the prohibited uses within the GC portions of Hawes Crossing. Text written in ~~strikethrough~~ font indicates the land use is prohibited. The table is not intended to show the permissible uses or the use regulations for the permitted uses in the GC district. All permitted uses must comply with the Mesa Zoning Ordinance, as may be amended from time-to-time.

<b>Table 11-6-2: Commercial Districts</b>		
<b><i>Proposed Use</i></b>	<b><i>GC (C-3)</i></b>	<b><i>Additional Use Regulations</i></b>
<b>Residential Use Classifications</b>		
Single Residence -Attached	CUP (1, 19, 20)	Section 11-31-31, Residential Uses in Commercial Districts
Multiple Residence	CUP/P (1, 19, 22)	
Assisted Living	--	
<b>Group Residential</b>		
Correctional Transitional Housing Facility	CUP (19, 20)	Sec 11-31-12, Correctional Transitional Housing Facilities
Group Home for the Handicapped (up to 10 residents)	--	Section 11-31-14, Group Homes for the Handicapped
Group Home for the Handicapped (greater than 10 residents)	--	
Group Housing	P (19, 20)	
Home Occupations	P (23)	Section 11-31-33, Home Occupations
<b>Public and Semi-Public Use Classifications</b>		
Clubs and Lodges	P (19, 22)	
<b>Colleges and Trade Schools, Public or Private</b>		
Colleges and Universities	P (21, 22)	
Commercial Trade Schools	P (21, 22)	

# Exhibit L: Prohibited Uses in the GC Zoning District

## Page 2 of 8

<b>Table 11-6-2: Commercial Districts</b>		
<b><i>Proposed Use</i></b>	<b><i>GC (C-3)</i></b>	<b><i>Additional Use Regulations</i></b>
Industrial Trade Schools	P (4, 21, 22)	
Community Center	P (19, 22)	
Community Gardens	P	Section 11-31-10, Community Gardens
Cultural Institutions	P (19, 22)	
Day Care Centers	P (19, 22)	
Government Offices	P	
<b>Hospitals and Clinics</b>		
Clinics	P (3, 19, 20)	Section 11-31-15, Hospitals and Clinics
Hospitals	P (19, 20)	
Nursing and Convalescent Homes	P (19, 20)	
Parks and Recreation Facilities, Public	P	
Places of Worship	P (19, 22)	Section 11-31-22, Places of Worship
Public Safety Facilities	P	
Schools, Public or Private	CUP (19, 20)	Section 11-31-24, Schools
Social Service Facilities	CUP (19, 22)	Section 11-31-26, Social Service Facilities
<b>Commercial Use Classifications</b>		
<b>Animal Sales and Services</b>		
Small Animal Day Care	P (4)	
Kennels	P (4)	

# Exhibit L: Prohibited Uses in the GC Zoning District

## Page 3 of 8

<b>Table 11-6-2: Commercial Districts</b>		
<b><i>Proposed Use</i></b>	<b><i>GC (C-3)</i></b>	<b><i>Additional Use Regulations</i></b>
Pet Stores	P (4)	
Veterinary Services	P (4)	
Artists' Studios	P	
<b>Automobile/Vehicle Sales and Services</b>		
Accessory Automobile Rentals	P	
Automobile Rentals	P	Section 11-31-5, Automobile Rentals; Automobile/ Vehicle Sales and Leasing
<del>Automobile/Vehicle Sales and Leasing</del>	<del>P</del>	
Automobile/Vehicle Repair, Major	P	Section 11-31-6, Automobile/ Vehicle Repair; Major and Minor
Automobile/Vehicle Service and Repair. Minor	P	
Automobile/Vehicle Washing	SUP	Section 11-31-7, Automobile/ Vehicle Washing
<del>Large Vehicle and Equipment Sales, Services, and Rental</del>	<del>P</del>	<del>Section 11-31-5, Automobile Rentals; Automobile/ Vehicle Sales and Leasing</del>
Service Station	SUP	Section 11-31-25, Service Stations
Banks and Financial Institutions	P	
With Drive-Thru Facilities	P	Section 11-31-18, Drive-thru Facilities
Banquet and Conference Center	P	
Building Materials and Services	P	Section 11-31-16 if GFA exceeds 25,000 sqft.
Business Services	P	
Commercial Entertainment	P (19, 22)	
<b>Commercial Recreation</b>		
Small-Scale	P	
Large-Scale	P	
<b>Eating and Drinking Establishments</b>		
Bars/Clubs/Lounges	P	
Coffee Shops/Cafes	P	

# Exhibit L: Prohibited Uses in the GC Zoning District

## Page 4 of 8

<b>Table 11-6-2: Commercial Districts</b>		
<b><i>Proposed Use</i></b>	<b><i>GC (C-3)</i></b>	<b><i>Additional Use Regulations</i></b>
Restaurants, Bar and Grill	P	
Restaurants, Full Service	P	
Restaurants, Limited Service	P	
With Drive-Thru Facilities	P	Section 11-31-18, Drive-thru Facilities
With Outdoor Seating Areas	P	Section 11-31-19, Outdoor Eating Areas
With Off-track Betting	P (25)	
With Live Entertainment	P (26)	
Farmer's Market	TUP/SU P (27)	Section 11-31-30, Temporary Uses: Swap Meets and Farmer's Markets
<b>Food and Beverage Sales</b>		
Convenience Market	P/SU P (12)	Section 11-31-11, Convenience Markets
General Market	P	Section 11-31-16 applies if GFA exceeds 25,000 sq ft.
Funeral Parlors and Mortuaries	P	
Accessory Crematorium	P	
Hotels and Motels	P (21, 22)	
Light Fleet-Based Services	P	
Live-Work Unit	SUP (19, 20)	Section 11-31-17, Live Work Units
Maintenance and Repair Services	P	
Non-chartered Financial Institutions (Payday Lenders)	CUP (10)	
<b>Offices</b>		
Business and Professional	P	
Medical and Dental	P	
Parking, Commercial	P	
Personal Services	P	

# Exhibit L: Prohibited Uses in the GC Zoning District

## Page 5 of 8

Table 11-6-2: Commercial Districts		
<i>Proposed Use</i>	<i>GC (C-3)</i>	<i>Additional Use Regulations</i>
Plant Nurseries and Garden Centers	P	
<b>Retail Sales</b>		
General	P	
Large Format	P	Section 11-31-16, Large Format Retail
Pawn Shops	CUP (10)	Section 11-31-21, Pawn Shops
Tattoo and Body Piercing Parlors	P	
<b>Employment Use Classifications</b>		
Handicraft/Custom Manufacturing	P	
Light Assembly/Cabinetry	P	
Research and Development	P	
<b>Recycling Facilities</b>		
Reverse Vending Machine	P	Section 11-31-23
Small Indoor Collection Facility	P	Section 11-31-23
<b>Warehousing and Storage</b>		
Mini-Storage	P	
Wholesale	CUP	
<b>Transportation, Communication, and Utilities Use Classifications</b>		
<b>Communication Facilities</b>		
Antenna and Transmission Towers	See Chapter 35	
Facilities within Buildings	See Chapter 35	
Transportation Passenger Terminals	P	
Utilities, Minor	P	
Heliports	CUP (24)	

# Exhibit L: Prohibited Uses in the GC Zoning District

## Page 6 of 8

Table 11-6-2: Commercial Districts		
<i>Proposed Use</i>	<i>GC (C-3)</i>	<i>Additional Use Regulations</i>
<b>Specific Accessory Uses</b>		
Caretakers' Residence	SUP	
Garden Center	P	
Outdoor entertainment or activities	SUP	
Outdoor display, not specified by other classifications	SUP	
Portable Storage Containers	P/SUP	Section 11-30-16

**Notes:**

1. Multi-Family Residential is permitted for density range between minimum 15 du/ac to maximum 25 du/ac., a minimum of 40% of the Gross Floor Area shall be reserved for commercial land use classifications, as otherwise permitted in the district. In all other cases, Attached Single-Family Dwellings and/or Multi-Family Residential are permitted with approval of a CUP when part of a mixed-use development, with commercial uses in the same building and/or on the same site. See Section 11-31-31, Residential Uses in Commercial Districts.
2. Permitted if occupying less than 5,000 square feet; greater floor area requires approval of an SUP.
3. A CUP is required for plasma centers and substance abuse detoxification and treatment centers; other Clinics are permitted by right.
4. Must be confined to completely enclosed, sound-attenuated facilities.
5. Permitted if located within an office building or other commercial building and occupying no more than 1,500 square feet.
6. Permitted if floor area is no more than 5,000 square feet. Special Use Permit required if floor area is greater than 5,000 square feet.
7. All activities must be conducted entirely within an enclosed building, with no outside storage or display.
8. No individual retail store may exceed an area of 10,000 square feet. No group commercial development shall exceed an aggregate area of 50,000 square feet.

## **Exhibit L: Prohibited Uses in the GC Zoning District**

### **Page 7 of 8**

9. May not include drive-through facilities.
10. Must be at least 1,200 feet from any use in the same classification, and at least 1,200 feet from any school.
11. Accessory Outdoor Retail Display, limited to display of landscape and building materials only, requires approval of a SUP.
12. SUP is required only if accessory fuel sales are present, otherwise use permitted by right.
13. Accessory fuel sales are not permitted in OC or MX districts.
14. Maximum size for one store is 10,000 square feet.
15. Retail and restaurant uses are limited to no more than 1,500 square feet each, and no more than 3 % of the aggregate gross floor area of the project.
16. Attached single residences shall have a minimum density of 15 dwelling units per acre in MX zones.
17. Reserved
18. Accessory crematories allowed in the LC District with approval of a SUP; accessory crematories not permitted in the MX District.
19. Use not permitted when the property is subject to the AOA 1 overflight area, see Section 11- 19-2, Runway Protection Zones and Airport Overflight Areas.
20. Use not permitted when the property is subject to the AOA 2 overflight area ,see Section 11- 19-2, Runway Protection Zones and Airport Overflight Areas.
21. Use permitted with approval of a CUP when the property is subject to the AOA 1 overflight area, See Section 11-19-2, Runway Protection Zones and Airport Overflight Areas.
22. Use permitted with the approval of a CUP when the property is subject to the AOA 2 overflight area, See Section 11-19-2, Runway Protection Zones and Airport Overflight Areas.
23. Home Occupations permitted as ancillary activity where and when a residence use is authorized.
24. Heliports in Commercial Districts shall be set a minimum of 2 full stories above the natural grade, unless associated with a hospital.
25. Subject to approval by the City Council and the State Racing Commission of a Tele-track Betting Establishment Permit per AAC R19-2-401 and following.
26. Permitted only when accessory to a Eating or Drinking establishment
27. Special Use Permit is required for continuation of Farmer's Market at expiration of Temporary Use Permit Period.

## **Exhibit L: Prohibited Uses in the GC Zoning District**

### **Page 8 of 8**

28. Temporary use of portable storage containers is permitted, but limited to the circumstances described and requirements specified in section 11-30-16.

# Exhibit M: Prohibited Residential Uses

## Page 1 of 6

Table 6.2.1 below indicates the land uses in the RS-6, RSL-2.5, RSL-4 and RM-5 zoning districts that are prohibited. Text written in ~~strickthrough~~ font indicates the land use is prohibited\*. The table is not intended to show the permissible uses or the use regulations for the permitted uses in these districts. All permitted uses must comply with the Mesa Zoning Ordinance, as may be amended from time-to-time. References to Sections means the Mesa Zoning Ordinance sections.

\*For clarity, Bed and Breakfast Inns are prohibited in the RS-6, RSL-2.5, and RSL-4 Residential Districts but are permitted in the RM-5 district subject to compliance with the regulations in the Mesa Zoning Ordinance.

located in the RM-5 district subject to compliance with the regulations in the Assisted Living Ordinance.

Table 6.2.1: Residential Districts				
Proposed Use	RS-6	RSL-2.5/ RSL-4	RM-5	Additional Use Regulations
Residential Use Classifications				
Single Residence	P(13, 14)	P(13, 14)	P(12, 13, 14)	
Multiple Residence	--	--	P (15, 16)	
Assisted Living	--	--	P (13, 16)	
Day Care Group Home				
Small Day Care Group Home (up to 5)	P (13, 14)	P (13, 14)	P (13, 14)	Section 11-31-13, Day Care Group Homes
Large Day Care Group Home (6 to 10)	P (13, 14)	P (13, 14)	P (13, 14)	
Group Residential				
<del>Boarding House</del>	--	--	<del>P(13, 16)</del>	
<del>Comprehensive Youth Residence</del>	<del>SUP(4, 13, 14)</del>	--	--	<del>Section 11-5-8, Comprehensive Youth Residence</del>
Group Home for the Handicapped (up to 10 residents)	P (13, 14)	P (13, 14)	P (13, 14)	Section 11-31-14, Group Homes for the Handicapped
Group Home for the Handicapped (greater than 10 residents)	--	--	SUP (13, 14)	
<del>Group Housing</del>	--	--	<del>SUP(2, 13, 16)</del>	-
Home Occupations	P/SUP (17)	P	P	Section 11-31-33, Home Occupations

## Exhibit M: Prohibited Residential Uses

### Page 2 of 6

Table 6.2.1: Residential Districts				
Proposed Use	RS-6	RSL-2.5/ RSL-4	RM-5	Additional Use Regulations
Manufactured Home Parks	--	P	P(1, 13, 14)	<u>PAD Overlay Required Chapter 34, Manufactured Home/Recreational Vehicle Regulations</u>
Manufactured Home Subdivisions	P	P	P(1, 13, 14)	
Recreational Vehicle Parks	--	--	P(1, 13, 14)	
Recreational Vehicle Subdivisions	--	--	P(1, 13, 14)	
Public and Semi-Public Use Classifications				
Clubs and Lodges	--	--	SUP (9, 13, 14)	
Community Center	SUP (13, 16)	SUP (13, 16)	SUP (13, 16)	
Community Gardens	P	P	P	Section 11-31-10, Community Gardens
Cultural Institutions	P(13, 16)	P(13, 16)	P(9, 13, 16)	
Day Care Centers	SUP/P(10, 13, 14)	P(8, 13, 14)	P(13, 14)	Section 11-31-9, Commercial Uses in Residential Districts
Hospitals and Clinics				
Clinics	--	--	SUP(2, 9, 13, 14)	Section 11-31-15, Hospitals and Clinics
Hospitals	--	--	SUP(2, 9, 13, 14)	
Nursing and Convalescent Homes	--	--	SUP(9, 13, 14)	
Parks and Recreation Facilities, Public	P	P	P(9)	
Places of Worship	P(13, 16)	P(13, 16)	P(9, 13, 16)	Section 11-31-22, Places of Worship
Athletic Facilities When Accessory to a Church	SUP(13, 16)	--	SUP(9, 13, 16)	

# Exhibit M: Prohibited Residential Uses

## Page 3 of 6

Table 6.2.1: Residential Districts				
Proposed Use	RS-6	RSL-2.5/ RSL-4	RM-5	Additional Use Regulations
Day Care When Accessory to a Church	SUP(13, 16)	--	SUP(9, 13, 16)	
Schools	P(13, 14)	--	P(9, 13, 14)	Section 11-31-24, Schools
Social Services Facility	--	--	CUP (9)	Section 11-31-26, Social Service Facilities
Commercial Use Classifications				
Animal Sales and Services				
<del>Boarding Stables</del>	<del>SUP(3)</del>			<del>RS-90 and RS-43 Only</del>
Bed and Breakfast Inns	<del>SUP(13, 14)</del>	--	P(9, 15, 16)	Section 11-31-8, Bed and Breakfast Inns
Eating and Drinking Establishments				
Restaurants, Full Service	SUP(11)	SUP(11)	SUP(11)	Section 11-31-9, Commercial Uses in Residential Districts
Restaurants, Limited Service	SUP(11)	SUP(11)	SUP(11)	
Offices				
Business and Professional	SUP(10)	SUP(10)	SUP(10)	Section 11-31-9, Commercial Uses in Residential Districts
Medical and Dental	SUP(10)	SUP(10)	SUP(10)	
<del>Personal Services</del>	<del>SUP(11)</del>	--	<del>SUP(11)</del>	<del>Section 11-31-9, Commercial Uses in Residential Districts</del>
<del>Plant Nurseries and Garden Centers</del>	<del>SUP(7, 13, 16)</del>	--	--	<del>SUP option available only in RS-43 and RS-90 districts</del>
Retail Sales				

# Exhibit M: Prohibited Residential Uses

## Page 4 of 6

Table 6.2.1: Residential Districts				
<i>Proposed Use</i>	<i>RS-6</i>	<i>RSL-2.5/ RSL-4</i>	<i>RM-5</i>	<i>Additional Use Regulations</i>
General	SUP(11)	SUP(11)	SUP(11)	<del>Section 11-31-9,</del> Commercial Uses in Residential Districts
<del>Recreational Vehicle Storage Yard</del>	SUP(20)	--	--	<del>Section 11-31-35 Storage Yards in Residential Districts</del>
Transportation, Communications, and Utilities Use Classifications				
Utilities, Minor	P	P	P	
Specific Accessory Uses				
Animal Keeping	P(3)	--	--	<del>Section 11-31-4, Animal Keeping</del>
Accessory Dwelling Unit	P (13, 14)	--	P(9, 13, 14)	Section 11-31-3, Accessory Dwelling Unit
Accessory Uses	P	P	P	
<del>Farm Stands</del>	SUP(5)	SUP(5)	SUP(5)	<del>RS-43 and RS-35 Only</del>
Medical Marijuana Patient and Caregiver Cultivations	P(13, 18)	P(13, 18)	P(13, 18)	Section 11-31-34, Medical Marijuana Facilities
Portable Storage Containers	P (21, 22)	-- (22)	-- (22)	

## **Exhibit M: Prohibited Residential Uses**

### **Page 5 of 6**

1. Permitted in the RM-4 District only with approval of a Planned Area Development.
2. Only permitted or conditionally permitted in the RM-4 district; prohibited in the other RM sub designations.
3. Riding and boarding stables are permitted in the RS-43 and RS-90 districts with approval of a SUP on sites of 10 acres or more. Other Large-Scale Commercial Recreation uses are not permitted.
4. Comprehensive Youth Residence permitted in RS-90 district with approval of a SUP.
5. Stands are permitted for the sale of agricultural or horticultural products produced on the premises in the RS-35, RS-43 and RS-90 zoning districts with approval of a Special Use Permit. Farm stands are prohibited in the remaining RS sub-designations.
6. Reserved.
7. Plant Nurseries may be located in the RS-43 and RS-90 districts with approval of a Special Use Permits. Criteria include that specified for the AG district, Sec Section 11-4-4(C). Plant Nurseries are prohibited in the remaining RS sub-designations.
8. Day Care Centers Permitted only as an accessory activity when provided as an amenity by a homeowner's association (HOA) for the principal benefit of residents of that same HOA.
9. Not permitted in RM-5 district.
10. Permitted only with approval of a Special Use Permits, and if the location is coterminous to an intersection of an arterial street with a local or collector street, and the aggregate maximum gross floor area is less than 2,000 square feet in floor area, exclusive of any residential uses.
11. Permitted only with approval of a Special Use Permits, and if the location is coterminous to an intersection of an arterial street with a local or collector street, and the aggregate maximum gross floor area is less than 1,500 square feet in floor area, exclusive of any residential uses No drive-thru permitted.
12. Detached Single Residence is not permitted in RM-5 district.
13. Use not permitted when the property is subject to the AOA 1 overflight area, see Sec. 11- 19-2, Runway Protection Zones and Airport Overflight Areas.
14. Use not permitted when the property is subject to the AOA 2 overflight area, see Sec. 11- 19-2, Runway Protection Zones and Airport Overflight Areas.
15. Use permitted with approval of a (CUP) Council Use Permits when the property is

## **Exhibit M: Prohibited Residential Uses**

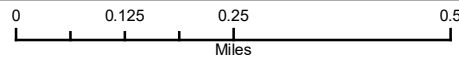
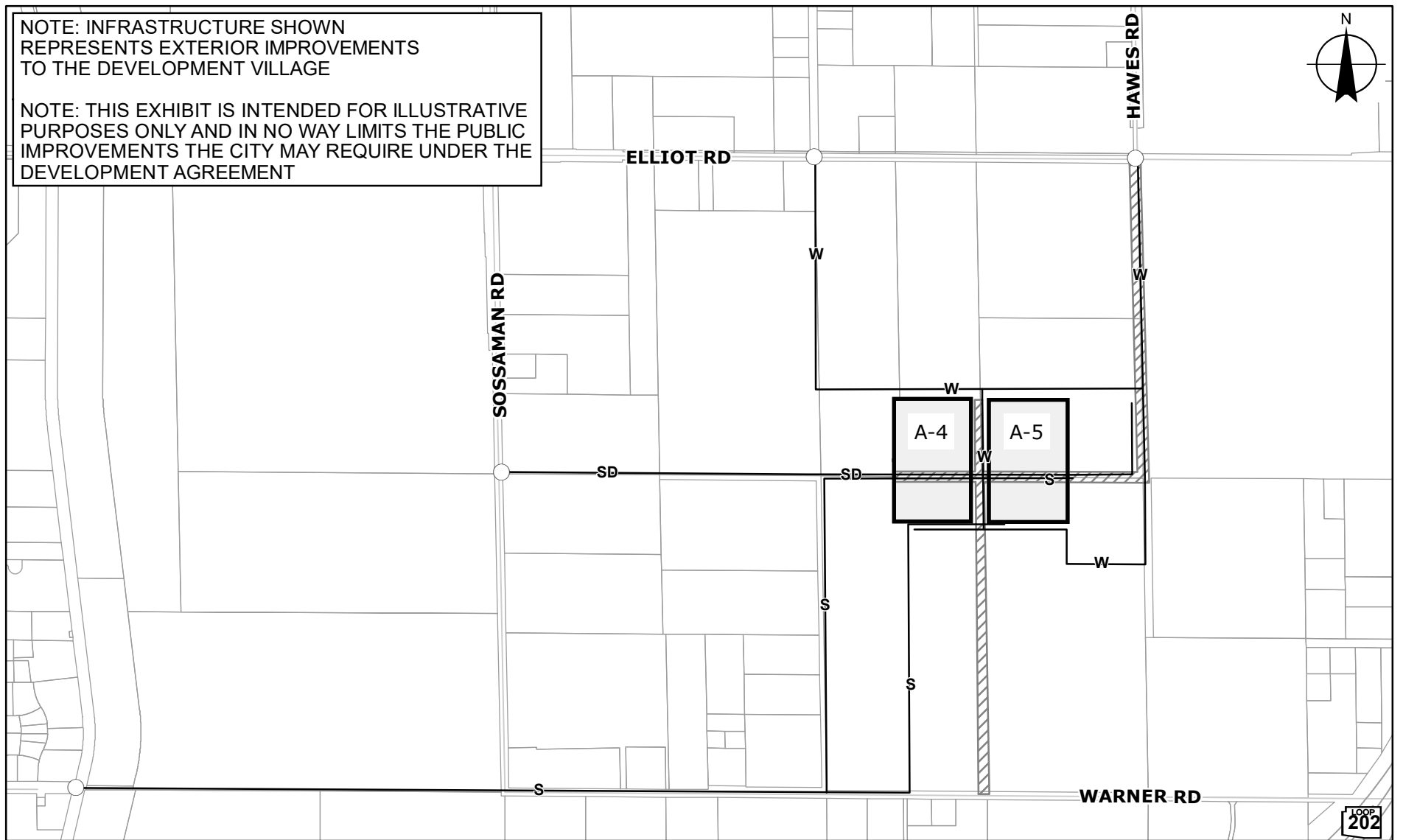
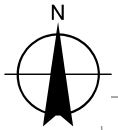
### **Page 6 of 6**

subject to the AOA 1 overflight area, see Sec. 11-19-2, Runway Protection Zones and Airport Overflight Areas.

16. Use permitted with the approval of a (CUP) Council Use Permits when the property is subject to the AOA 2 overflight area, see Sec. 11-19-2, Runway Protection Zones and Airport Overflight Areas.
17. Special Use Permit options for expanded Home Occupations are allowed only in the RS- 90 and RS-43 districts.
18. Required to be a minimum distance of 25-miles from closest Medical Marijuana Dispensary.
19. Reserved.
20. Also requires previous establishment of a PAD Overlay District.
21. Temporary use of portable storage containers is permitted but limited to the circumstances described and requirements specified in Section 11-30-16.
22. Permanent use of portable storage containers is limited to the RS-43 and RS-90 zoning districts.

NOTE: INFRASTRUCTURE SHOWN  
REPRESENTS EXTERIOR IMPROVEMENTS  
TO THE DEVELOPMENT VILLAGE

NOTE: THIS EXHIBIT IS INTENDED FOR ILLUSTRATIVE  
PURPOSES ONLY AND IN NO WAY LIMITS THE PUBLIC  
IMPROVEMENTS THE CITY MAY REQUIRE UNDER THE  
DEVELOPMENT AGREEMENT



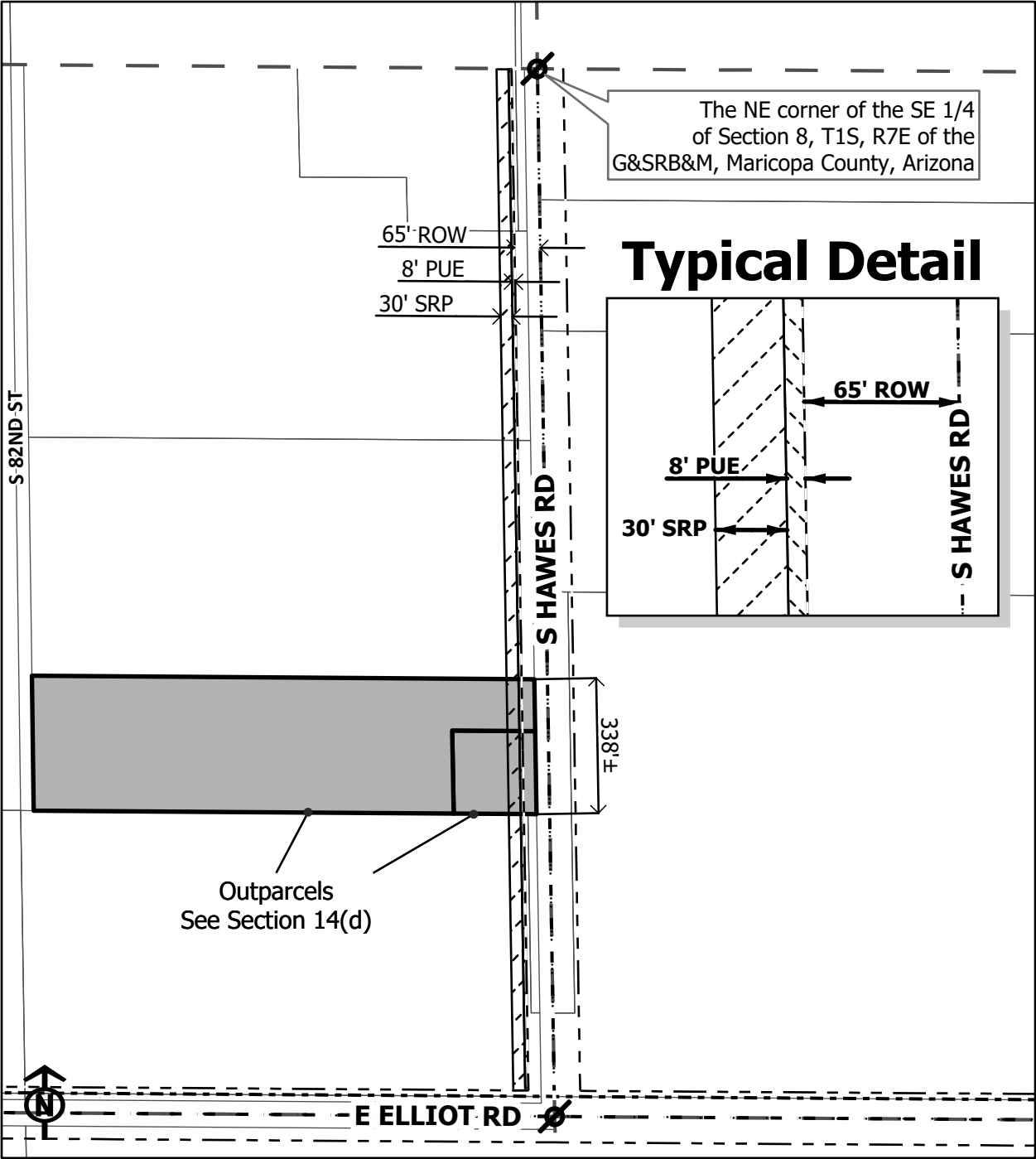
## Exhibit N

### Hawes Crossing Phase A-4 & A-5 Offsite Improvement Exhibit



- Point of Connection
- S — Sewer Line
- W — Water Line
- SD — Storm Drain
- ▭ Phased Development Segment
- ▨ ROW Improvements

Exhibit O - Hawes Road Utility Corridor



- Right of Way
- Centerline
- PUE (8')
- SRP (30')
- Monument
- Quarter Section

# Exhibit P - Example SRP Form Electric Distribution Easement

## Page 1 of 4

### WHEN RECORDED MAIL TO:

#### SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO  
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

### POWER DISTRIBUTION EASEMENT

County

Parcel # 303-36-281E

Agt.

Job #

W \_\_\_\_\_ C \_\_\_\_\_

R/W #

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the **County of Maricopa**, State of Arizona, and are more particularly described as:

#### Grantor's Property:

A portion of the **SE** quarter of Section **09**, Township **02S South**, Range **05E East** of the Gila and Salt River Base and Meridian, **Maricopa County**, Arizona, being more particularly described in **WARRANTY DEED** Instrument XXXXXXXXXXXX records of **Maricopa County**, Arizona.

#### Easement Parcel:

## Exhibit P - Example SRP Form Electric Distribution Easement

### Page 2 of 4

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (JOB NAME, SRP Job No. ), prepared by Salt River Project A.I. & Power District, dated [REDACTED], said Exhibit "A" attached hereto and made a part hereof. Said easement ALSO to include the equipment pad area as described and/or depicted on said Exhibit "A".

**CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

- Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
- Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
- Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

## Exhibit P - Example SRP Form Electric Distribution Easement

### Page 3 of 4

4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.

7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

8. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement, or any other grant, dedication, or conveyance for public use of the Easement Parcel.

9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.

10. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

## Exhibit P - Example SRP Form Electric Distribution Easement

### Page 4 of 4

IN WITNESS WHEREOF, , has caused its name to be executed by its duly authorized representative(s),  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_,  
as \_\_\_\_\_ and \_\_\_\_\_, respectively, of,  
on behalf of such **corporation**.

\_\_\_\_\_  
Notary Public

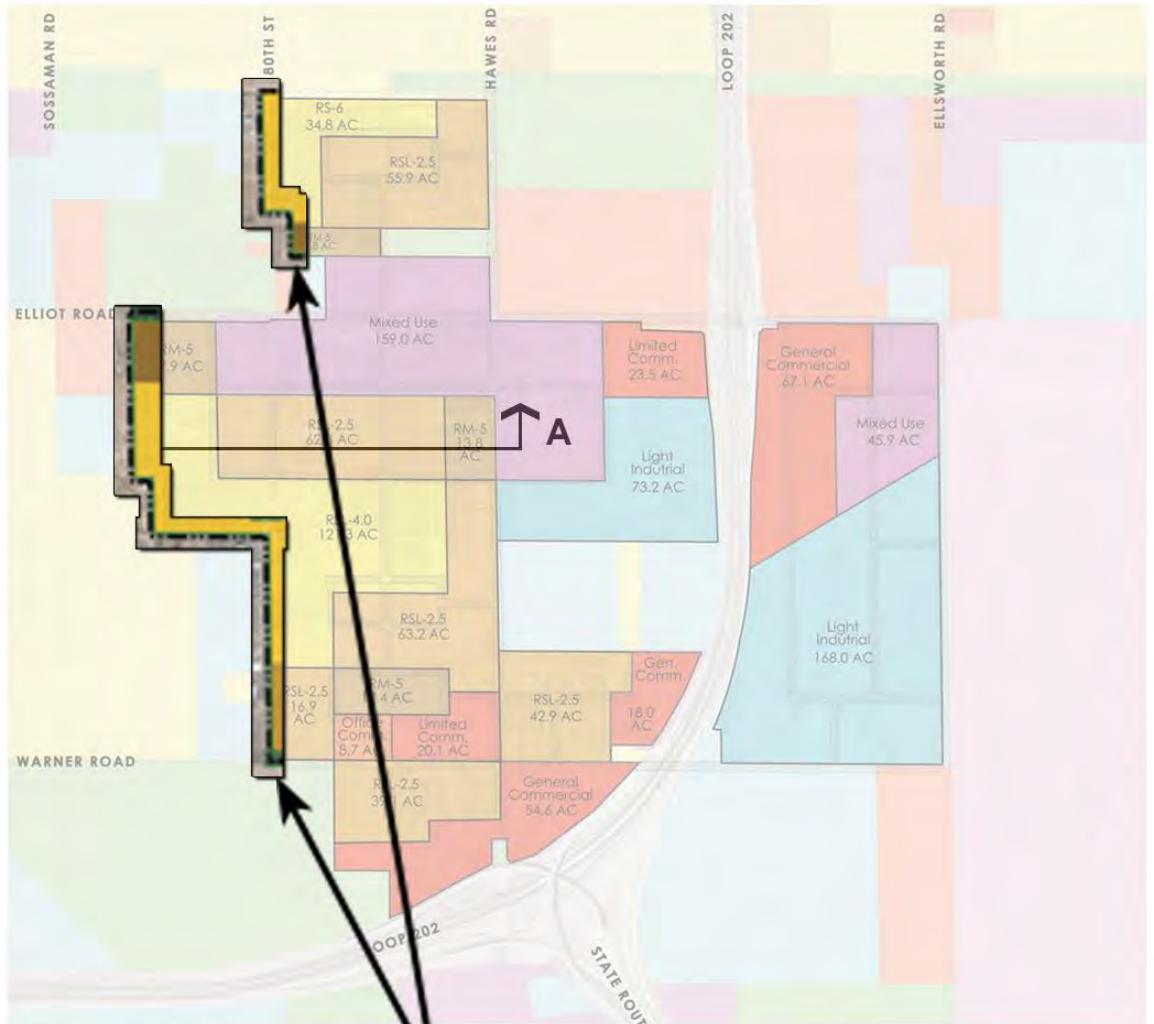
My Commission Expires:

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Notary Stamp/Seal

# EXHIBIT Q – OPEN SPACE BUFFER

PAGE 1 OF 2



Residential Buffer

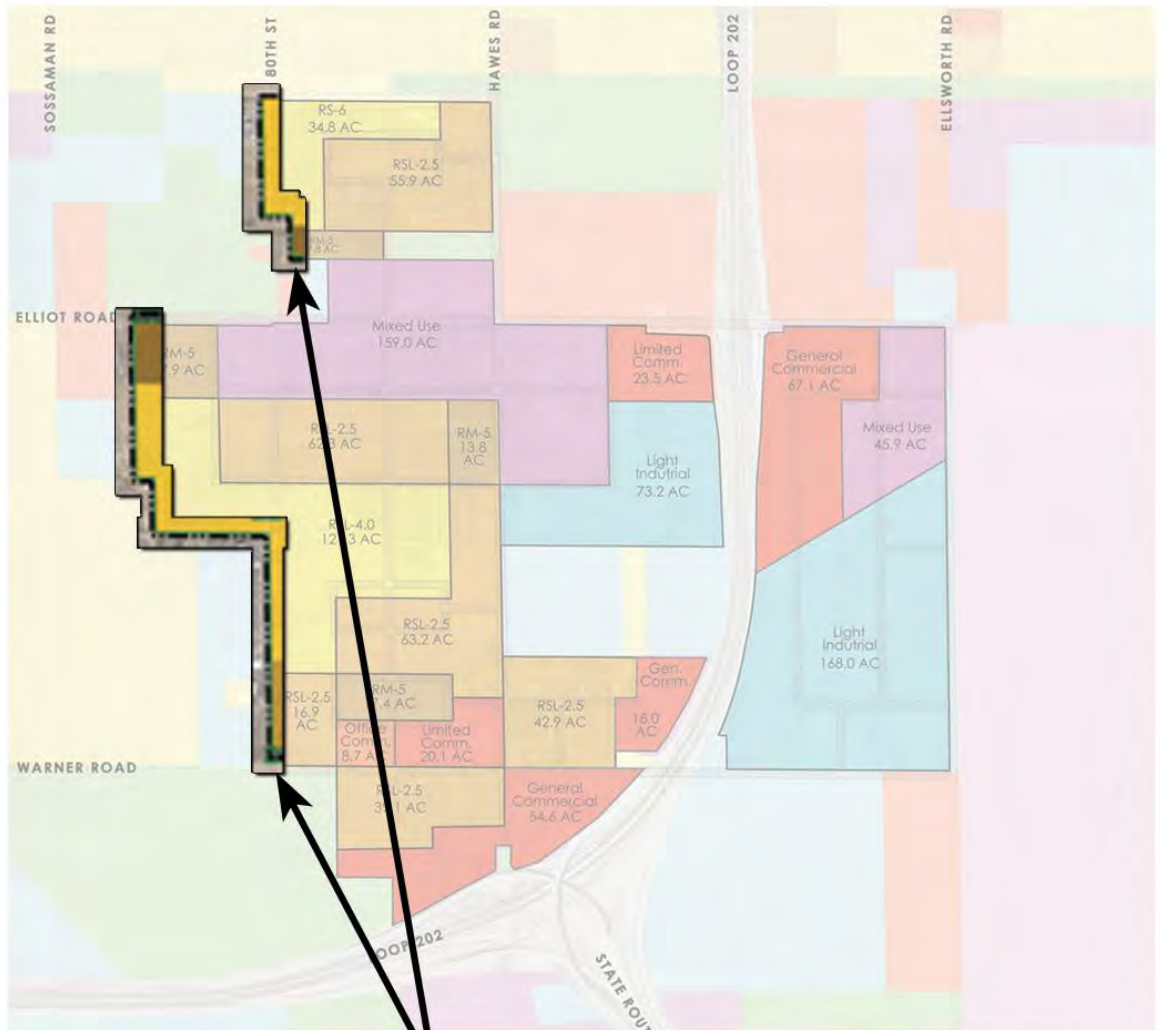
Residential Buffer Plan Adjacent to Industrial



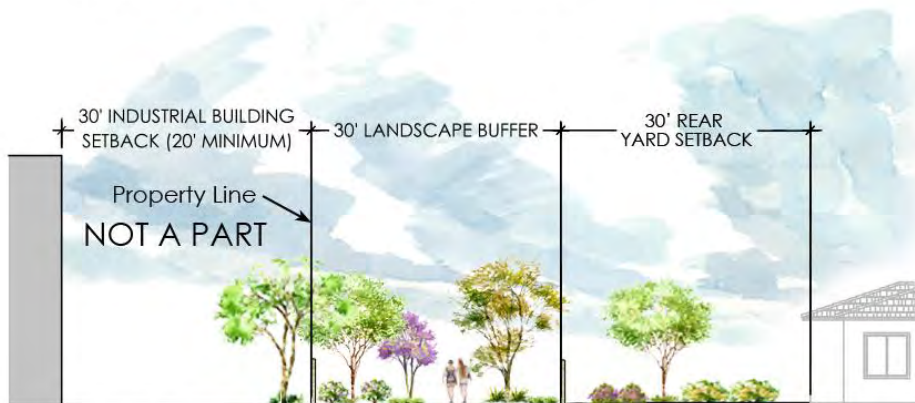
Section A - Front Yard Residential Buffer Section Adjacent to Industrial

Residential Buffer Adjacent to Industrial & Trail Section

EXHIBIT Q – OPEN SPACE BUFFER  
PAGE 2 OF 2



Residential Buffer Plan Adjacent to Industrial



Section B - Rear Yard Residential Buffer Section Adjacent to Industrial

Residential Buffer Adjacent to Industrial & Trail Section