

WHEN RECORDED RETURN TO:

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

DEVELOPMENT AGREEMENT

This development agreement (DA26-00012) is between the City of Mesa, an Arizona municipal corporation (“City”) and WS Holdings I, LLC, an Arizona limited liability company (“Owner”).

- A. Owner owns approximately 5.9 +/- acres of property located approximately 280 feet east of the northeast corner of South Signal Butte Road and East Southern Avenue as legally described in Exhibit A and depicted in Exhibit B (the “Property”). For reference purposes only, and not as a limitation or modification of the Property as legally described in Exhibit A and Exhibit B, as of the date of this agreement, the Property is identified by the Maricopa County Assessor as Assessor’s Parcel Number APN 220-76-002X.
- B. The Property is currently zoned Limited Commercial (LC), with a previously approved development plan depicting a major tenant or grocery store on the Property. Owner desires to use a portion of the Property as an automotive retail store and a Minor Automotive/Vehicle Service and Repair facility (as defined in Title 11 of the Mesa City Code (“Zoning Ordinance”), Chapter 86), and has submitted an application in Zoning Case ZON25-00256 for a Major Site Plan Modification; a rezoning action that would amend certain conditions of Ordinance No. 3884, and, if approved, permit the planned Minor Automotive/Vehicle Service and Repair facility and, may allow for a future automotive retail store.
- C. The City’s adopted General Plan contemplates the use of development agreements in conjunction with rezonings to further ensure consistency with the General Plan. Pursuant to A.R.S. § 9-500.05, such development agreements may include mutually agreed upon restrictions on permitted land uses within a proposed development to, among other reasons, ensure consistency with the General Plan’s vision, guiding principles, strategies, and future land use plan, promote compatibility with neighboring development, and encourage high-quality development. To that end, Owner has agreed, as an element of the above-named rezoning, to limit certain land uses that otherwise may be permitted in the LC zoning district or may be permitted on the Property in the future, to further facilitate high-quality development and compatibility with the General Plan and neighboring development.
- D. Owner acknowledges that certain land uses or activities, which will be prohibited or restricted on the Property by this agreement, may involve rights protected by the First Amendment to the United States Constitution or by free speech protections provided under Arizona’s Constitution; specifically Tattoo and Body Piercing Parlor uses and Sexually Oriented Businesses (as defined in subsection 3(p) below). Through this agreement, and to

the extent permitted by law, Owner is intentionally and voluntarily waiving constitutional rights protected by the First Amendment to the U.S. Constitution or Arizona's Constitution that are implicated in these identified land uses and activities in exchange for the ability to develop the Property as contemplated by Owner and the City in the zoning case and this agreement.

- E. The parties desire to enter into this development agreement for the purpose of prohibiting and restricting certain land uses and activities on the Property that may otherwise be permitted by the Zoning Ordinance and to agree to such other terms as provided herein. This agreement is intended to be a "development agreement" within the meaning of A.R.S. § 9-500.05.

The parties agree as follows:

1. Definitions. Land use types and activities addressed in this agreement are defined by the Zoning Ordinance, Chapters 86 and 87, unless otherwise noted.
2. Running with the Land. The duties, obligations, and waivers set forth in this agreement are covenants running with the land and are binding and enforceable upon the Property and Owner and its successors and assigns. This agreement, including the prohibitions and restrictions on use in sections 3 and 4, and waivers in section 5, are binding and enforceable upon Owner, tenants, and all applicants for any City permit or approval needed to develop, construct, or improve any portion of the Property.
3. Prohibited Uses and Activities: General. The following land uses and activities are prohibited on the Property and are not allowed:
 - a. Boarding Houses.
 - b. Clubs and Lodges.
 - c. Community Centers.
 - d. Plasma Centers, but not including any other types of Clinics.
 - e. Kennels.
 - f. Service Stations, including those with Drive-Thru Facilities and with Pick-Up Window Facilities.
 - g. Funeral Parlors and Mortuaries.
 - h. Crematories, including accessory Crematories.
 - i. Pawn Shops.

- j. Tattoo and Body Piercing Parlors.
 - k. Recycling Facilities, including all subtypes: (i) Reverse Vending Machine; and (ii) Small Indoor Collection Facility.
 - l. Transportation Passenger Terminals.
 - m. Minor Utilities.
 - n. Heliports.
 - o. Tobacco/Nicotine Use Establishments. “Tobacco/Nicotine Use Establishments” means a business that derives the majority of its revenue or business activity from the sale, display, delivery, distribution, or on-site consumption of tobacco, nicotine, smoking, or vaping products, or similar products, or related devices and accessories. Such products, devices, and accessories include, but are not limited to, cigarettes, cigars, little cigars, pipe tobacco, hookah tobacco, shisha, smokeless tobacco, chewing tobacco, electronic cigarettes, electronic cigars, electronic pipes, electronic hookahs, vape pens, vaporizers, electronic nicotine delivery systems, cartridges, e-liquids, e-juice, oils, waxes, mods, pipes, hookahs, water pipes, rolling papers, and similar items.
 - p. Sexually Oriented Businesses. “Sexually Oriented Businesses” means those businesses classified in Mesa City Code Title 6, Chapter 16, or any use, activity, or business that requires a license to operate pursuant to Mesa City Code Title 6, Chapter 16.
 - q. Marijuana Facilities, including all subtypes: (i) Marijuana Cultivation Facilities; (ii) Marijuana: Dual Licensee Facilities; (iii) Marijuana Establishments; (iv) Marijuana Infusion Facilities; and (v) Medical Marijuana Dispensaries.
 - r. Automobile/Vehicle Washing.
 - s. Towing and Impound.
4. Additional Limitations on Uses and Activities. The following land uses are limited on the Property as set forth below:
- a. Minor Automobile/Vehicle Service and Repair use is permitted only in one location on the Property, and only if City Council, in its sole and absolute discretion, concurrently approves Owner’s rezoning request to modify certain conditions of Ordinance No. 3884, including Owner’s major site plan modification request, and such approvals specifically include and permit the Minor Automobile/Vehicle Service and Repair use. This Minor Automobile/Vehicle Service and Repair use restriction does not prohibit nor apply to an automotive General Retail Sales use

that offers incidental vehicle services (e.g. windshield wiper installation, battery installation, headlight bulb replacement, etc.) combined with retail sales.

- b. A maximum of one Bank and Financial Institution is allowed on the Property, and such Bank and Financial Institution may include a Drive-Thru Faciality.

5. Expressive Activity Restriction; Voluntary, Knowing, and Intelligent Waiver for Property Only.

- a. Acknowledgment of Rights. Owner expressly acknowledges that the land uses and activities of Tattoo and Body Piercing Parlor uses and Sexually Oriented Businesses may involve speech and expressive activity that is protected under the First Amendment to the United States Constitution and Article II, Section 6 of the Arizona Constitution. Owner is actually aware of the existence of such constitutional protections and the right to assert them.
- b. Voluntary, Knowing, and Intelligent Waiver of Rights. With full knowledge of those rights, and in exchange for the promises, approvals, covenants, and consideration set forth in this development agreement, Owner hereby voluntarily, knowingly, intelligently, and intentionally waives, releases, and relinquishes such rights, solely as to the limitation on the following land uses and activities on the Property: (i) Tattoo and Body Piercing Parlor uses, and (ii) Sexually Oriented Businesses. Owner agrees not to assert any claim, defense, or challenge to this agreement's prohibitions against Tattoo and Body Piercing Parlor uses and Sexually Oriented Businesses as violating or unlawfully burdening any speech or expressive activity right of Owner provided by either the United States Constitution, the Arizona Constitution, or both.
- c. Narrowly-Tailored Restriction. Owner and City expressly agree that this restriction relating to Tattoo and Body Piercing Parlor and Sexually Oriented Businesses is narrow, parcel-specific, and privately negotiated. It applies only to the real property described in this agreement, only for so long as this agreement remains in effect, and only as to the specific land uses and activities expressly prohibited herein. Owner is not prohibited by this agreement from engaging in, sponsoring, leasing to, or otherwise exercising any rights relating to Tattoo and Body Piercing Parlor or Sexually Oriented Businesses elsewhere within the City of Mesa, subject to generally applicable and otherwise lawful time, place, and manner regulations, and other provisions of the Mesa City Code and Arizona law.
- d. Bargained for Terms. The prohibitions on Tattoo and Body Piercing Parlor and Sexually Oriented Businesses are bargained-for contractual terms resulting from the give-and-take of arm's-length negotiations between Owner and the City, where the parties specifically discussed and negotiated the uses that would be prohibited, restricted, and permitted on the Property, including uses that may implicate expressive activity. The prohibited-use and restricted-use provisions in this agreement are the product of negotiations of the development agreement, where the parties had relatively equal bargaining strength, both were represented by counsel,

and were material inducements to both parties' willingness to enter into this development agreement. Owner and City specifically negotiated the list of prohibited uses, including Tattoo and Body Piercing Parlors and Sexually Oriented Businesses, and agreed to the prohibitions based upon coordinated land-use planning in the City, neighborhood compatibility, orderly growth, successful development of the Property, and the protection of the public health, safety, and general welfare and are intended to support a vibrant, sustainable, and well-planned community.

- e. Successors, Assigns, Tenants, Operators, and Agents. Owner covenants that neither Owner nor any successor, assign, tenant, operator, or other person claiming to act on behalf of Owner, may use the Property for a Tattoo and Body Piercing Parlor or Sexually Oriented Businesses during the term of this agreement, and neither Owner nor any such party may challenge the enforceability of this covenant on the ground that it violates any speech or expressive right that Owner has knowingly and voluntarily waived in this section 5.
 - f. Enforceability. The prohibited land uses identified in subsections 3(j) and 3(p), intended to be independent, material, and severable use restrictions under this agreement. If any portion of this section 5 is held invalid, unconstitutional, or unenforceable, such determination will not, by itself, impair the validity or enforceability of the prohibitions set forth in sections 3(j) and 3(p). Such prohibitions will remain in full force and effect to the maximum extent permitted by law. The remaining portions of this section 5 will also remain in full force and effect and be enforced to the maximum extent permitted by law.
6. Disputes. The limitations on uses and activities in section 3 and section 4 are material and essential provisions of this agreement and City would not have entered into this agreement but for their inclusion herein. To the extent there is a disagreement between the parties as to whether a use or activity is allowed or permitted, such determination will be made by the City's Zoning Administrator, who shall determine whether a proposed use or activity is prohibited or restricted under the agreement. The Zoning Administrator's decision will be deemed a final decision, which may then be appealed, and is governed by the appeal process and rights, as set forth in Chapter 77 of the Mesa Zoning Ordinance.
7. Tenants. Owner acknowledges that the prohibition and restrictions on uses or activities in this agreement applies to the Owner and any tenant, subtenant, licensee, or sublicensee that occupies any portion of the Property to which the development agreement applies during the term of this agreement (collectively, "Tenant"). Prior to any Tenant entering into an agreement with Owner to occupy the Property, Owner shall notify each such prospective Tenant in writing of the prohibitions and restrictions applicable to the Tenant's use or activities on the Property set forth in section 3 or section 4, and the waivers set forth in section 5 of the agreement. Owner must include language in each lease, license, or similar agreement that prohibits the use or activity, or conversion to such use or activity, of the Property or Tenant's space that would result in a violation of section 3 or section 4 of the agreement.

8. Term/Termination. This agreement is effective on the date it is recorded in accordance with section 9.1 and will continue in full force until automatically terminated upon the earlier of (a) 30 years after the effective date, or (b) termination by the mutual written agreement of Owner and City.

9. General Provisions.

9.1 Recordation. This agreement will be recorded in its entirety in the Official Records of Maricopa County, Arizona, no later than 10 days after its full execution by the parties.

9.2 Notices and Requests. Any notice or other communication required or permitted to be given under this agreement must be in writing and will be deemed properly given if: (a) hand delivered to the party at the address set forth below; (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address of the party set forth below, postage prepaid; or (c) given to a recognized and reputable overnight delivery service, delivery charges prepaid, to the party at the address set forth below. The addresses set forth in section 9.2 may be modified by a party at any time by designating in writing by notice duly given pursuant to this section.

City: City of Mesa
Attn: City Manager
20 East Main Street, Suite 750
Mesa, Arizona 85201

with a copy to: Mesa City Attorney's Office
Attn: City Attorney
20 East Main Street, Suite 850
Mesa, Arizona 85201

with a copy to: City of Mesa Development Services Department
Attn: Planning Director
55 N. Center
Mesa, Arizona 85211

Owner: WS Holdings I, LLC
Attn: Tom Higginbotham
4215 N. Winfield Scott Plaza
Scottsdale, AZ 85251

with a copy to: Withey Morris Baugh, PLC
Attn: Adam Baugh
2121 E. Highland Avenue
Phoenix, AZ 85016

Notices are deemed received by a party: (i) when hand delivered to the party; (ii)

three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; or (iii) the next business day after being given to a recognized overnight delivery service, with the party giving the notice paying all delivery fees and instructing delivery be made the next business day. A copy of a notice will be provided to the applicable addresses noted as “with a copy to”, providing a copy will not be deemed as providing notice to a party in accordance with the requirements of this agreement.

- 9.3 Choice of Law, Venue, and Attorneys’ Fees. The laws of the State of Arizona govern any dispute, controversy, claim, or cause of action arising out of or related to this agreement (collectively, “Dispute”). The venue for any Dispute will be in Maricopa County, Arizona; each party specifically waives the right to object to venue in Maricopa County for any reason. Neither party will be entitled to recover any of its attorneys’ fees or other costs from the other party incurred in any Dispute, and each party will bear its own attorneys’ fees and costs, whether the Dispute is resolved through arbitration, litigation, or otherwise.
- 9.4 Default. In the event a party fails to perform or otherwise fails to act in accordance with any term or provision hereof (the “Defaulting Party”), then the other party (the “Non-Defaulting Party”) may provide written notice to perform to the Defaulting Party (the “Notice of Default”). The Defaulting Party will have 30 days from receipt of the Notice of Default to cure the default. In the event the failure is such that more than 30 days would reasonably be required to cure the default or otherwise comply with the applicable term(s) or provision(s) in this agreement, then the Defaulting Party will notify the Non-Defaulting Party of the timeframe needed to cure the default and, so long as the Defaulting Party commences performance or compliance or gives notice of additional time needed to cure within the required 30-day period and diligently proceeds to complete such performance or fulfill such obligation, then the time to cure the default will be extended for the requested reasonable cure period; however, no such extended cure period will exceed 90 days. Any written notice must specify the nature of the default and the manner in which the default may be satisfactorily cured, if possible.
- 9.5 Remedy/Equitable Relief. The parties agree that damages alone are not an adequate remedy for the breach of any provision of this agreement. In the event Owner fails to perform or fails to otherwise act in accordance with any term or provision hereof, City will be entitled, subject to any cure period set forth in this agreement, to immediately seek enforcement of this agreement by means of specific performance, injunction, or other equitable relief, without any requirement to post bond or other security. The specific performance remedy provided in this section will be cumulative relief and is not a limitation on other remedies available to City, including the right to seek contract damages under this agreement. Additionally, City reserves the right to withhold any City permits or approvals needed to develop, construct, or improve any portion of the Property and may revoke any City approval, permit, or certificate of occupancy if Owner allows any of the prohibited uses or violates any of the restrictions/limitations identified in this agreement.

- 9.6 Good Standing; Authority. Each party represents and warrants that it is duly formed and a legally valid existing entity under the laws of the State of Arizona with respect to Owner, or a municipal corporation in Arizona with respect to City, and that the individuals executing this agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.
- 9.7 Assignment. The provisions of this agreement are binding upon and inure to the benefit and burden of the parties, and their successors and assigns. Wherever the term “party” or the name of any particular party is used in this agreement such term will include any such party’s permitted successors and assigns.
- 9.8 No Partnership or Joint Venture; Third parties. It is not intended by this agreement to, and nothing contained in this agreement will be construed to, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this agreement is for the benefit of any person, firm, or entity not a party hereto, and no such other person, firm, or entity will have any right or cause of action under this agreement.
- 9.9 Waiver. Except as set forth in section 5, no delay in exercising any right or remedy constitutes a waiver thereof, and no waiver of any breach will be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this agreement. Except as set forth in section 5, no waiver will be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- 9.10 Further Documentation & Acts. The parties agree to execute such further or additional instruments or documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this agreement.
- 9.11 Fair Interpretation. The parties were each represented by counsel or were given the opportunity to be represented by counsel of its choosing in the negotiation and drafting of this agreement, and the parties and their counsel have not acted under any duress or compulsion, whether legal, economic, or otherwise. This agreement will be construed according to the fair meaning of its language. The rule of construction that ambiguities will be resolved against the party who drafted a provision will not be employed in interpreting this agreement.
- 9.12 Computation of Time. In computing any period of time under this agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this agreement will be deemed to expire at 5:00 p.m. (Phoenix, Arizona time) on the last day of the

applicable time period provided in this agreement. A “business day” shall mean a City business day which is any day Monday through Thursday, except for a legal holiday.

- 9.13 Conflict of Interest. Pursuant to A.R.S. § 38-503 and A.R.S. § 38-511, no member, official, or employee of City will have any personal interest, direct or indirect, in this agreement, nor will they participate in any decision relating to this agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested. This agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.
- 9.14 Entire Agreement. This agreement, together with the following Exhibits, constitute the entire agreement between the parties regarding the subject matter hereof: Exhibit A (Legal Description of the Property) and Exhibit B (Depiction of the Property). All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are superseded by and merged in this agreement.
- 9.15 Time of the Essence. Time is of the essence in this agreement with respect to the performance required by each party.
- 9.16 Severability. If any provision of this agreement is declared void or unenforceable, such provision will be severed from this agreement, and the remainder of the agreement will otherwise remain in full force and effect.
- 9.17 Amendments. Any change, addition, or deletion to this agreement requires a written amendment executed by the parties. Within 10 days after any amendment to this agreement, such executed amendment will be recorded in the Official Records of Maricopa County, Arizona.
- 9.18 Proposition 207 Waiver. Owner hereby waives and releases City from any and all claims under A.R.S. § 12-1134 *et seq.* arising out of or as a result of City’s approval of this agreement, including any right to compensation for reduction to the fair market value of the Property. The terms of this waiver run with the land, are binding upon all subsequent landowners, and survive the expiration or earlier termination of this agreement.
- 9.19 Preservation of 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 Arizona Attorney General determines that this agreement violates any provision of state law or the Constitution of Arizona (including A.R.S. § 42-6201 *et seq.*), City and Owner shall use all and best faith efforts to modify the agreement so as to fulfill each party’s rights and obligations in the agreement while resolving the violation with the Attorney General. If within 30 days of notice from the Attorney General pursuant to and under the provisions of A.R.S. § 41-194.01(B)(1), City and Owner cannot agree to modify this agreement so as to resolve the violation with the

Attorney General, this agreement will automatically terminate at midnight on the 30th day after receiving such notice from the Attorney General, and upon such termination the parties will 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 the Arizona Supreme Court requires the posting of a bond under A.R.S. § 41-194.01(B)(2), City will be entitled to terminate this agreement at its sole discretion unless Owner posts any required bond prior to the due date of the bond; and provided further, if the Arizona Supreme Court, determines this agreement violates any provision of state law or the Constitution of Arizona, City or Owner may terminate this agreement and the parties will have no further rights, interests, or obligations in this agreement or claim against the other party for a breach or default under this agreement.

- 9.20 Covenant. Notwithstanding any express or implied covenant of good faith and fair dealing applicable to this agreement, (a) any act of a party that may be exercised in its sole discretion is not a breach of such covenant, and (b) such covenant does not require any party to extend any date for payment or performance set forth in this agreement.
- 9.21 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 for City may be provided by the City Manager or their designee unless otherwise specified or required by law; the City Manager or their designee does not have the authority to consent or approve acts that require the approval of the City Council unless the City Council expressly provides the City Manager or their designee with such authority. In accordance with the requirements of this section, the City Manager or their designee is expressly authorized to execute and deliver all amendments to this agreement and other transaction documents required by, contemplated under, or authorized in this agreement.
- 9.22 References to Authority. Any reference to a statute, ordinance, regulation, law or similar legal authority in this agreement refers to the legal authority as it existed on the effective date of the agreement or as the same may be amended from time to time.
- 9.23 Headings. The headings contained in this agreement are for convenience in reference only and are not intended to define or limit the scope of any provision.
- 9.24 Counterparts; Signatures. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all

attached to a single instrument so that the signatures of all parties may be physically attached to a single document. Signatures may be made digitally.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

CITY

CITY OF MESA, ARIZONA,
An Arizona municipal corporation

By: _____

Its: _____

Date: _____

ATTEST:

By: _____
City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me, a notary public, this ___ day of _____, 2026, by _____, the _____ of the City of Mesa, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of City.

Notary Public

My Commission Expires:

OWNER

WS HOLDINGS I, LLC,
an Arizona limited liability company

By: _____

Its: _____

Date: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me, a notary public, this ____ day of ____, 2026, by _____, the _____ of WS Holdings I, LLC, an Arizona limited liability company, on behalf of the company.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"

DESCRIPTION OF
A.P.N. 220-76-002X

THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH MARICOPA COUNTY BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 25 FROM WHICH A 3-INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 25 BEARS NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST 2640.62 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST 740.71 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 56 MINUTES 15 SECONDS EAST 339.60 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 15 SECONDS EAST 400.32 FEET TO A NAIL IN WASHER STAMPED "KLEIN 42137" ON THE WEST LINE OF "ARIZONA RENAISSANCE" A SUBDIVISION RECORDED IN BOOK 484 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST 675.21 FEET ALONG SAID WEST LINE TO A 1/2-INCH CAPPED REBAR WITH ILLEGIBLE STAMP ON THE NORTH LINE OF THE SOUTH 65.00 FEET OF SAID SOUTHWEST QUARTER;

THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST 110.47 FEET ALONG SAID NORTH LINE TO A 1/2-INCH REBAR WITH NO IDENTIFICATION;

THENCE NORTH 00 DEGREES 01 MINUTE 25 SECONDS EAST 10.00 FEET TO A 1/2-INCH REBAR WITH NO IDENTIFICATION ON THE NORTH LINE OF THE SOUTH 75.00 FEET OF SAID SOUTHWEST QUARTER;

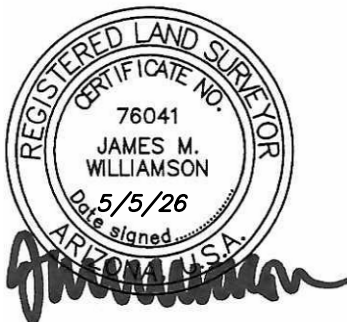
THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST 261.50 FEET ALONG SAID NORTH LINE;

THENCE NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST 43.98 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST 21.23 FEET;

THENCE NORTH 08 DEGREES 15 MINUTES 56 SECONDS WEST 40.82 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 31 SECONDS EAST 245.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 16.51 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 38 DEGREES 35 MINUTES 20 SECONDS EAST 22.96 FEET;



SHEET 1 OF 2


SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 5/5/26

JOB NO.: 202604108

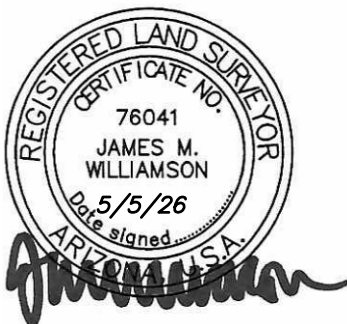
EXHIBIT "A"

DESCRIPTION OF
A.P.N. 220-76-002X

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88 DEGREES 06 MINUTES 36 SECONDS AN ARC LENGTH OF 25.39 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 43.15 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES 39 MINUTES 41 SECONDS EAST 54.83 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78 DEGREES 53 MINUTES 27 SECONDS AN ARC LENGTH OF 59.41 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1.91 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 46 DEGREES 16 MINUTES 23 SECONDS EAST 2.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98 DEGREES 31 MINUTES 14 SECONDS AN ARC LENGTH OF 3.28 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 21 SECONDS EAST 15.90 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 37 SECONDS WEST 72.88 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 46 SECONDS WEST 15.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3.12 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 38 DEGREES 02 MINUTES 48 SECONDS WEST 4.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES 45 MINUTES 15 SECONDS AN ARC LENGTH OF 4.50 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 140.69 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06 DEGREES 49 MINUTES 09 SECONDS WEST 28.80 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 45 MINUTES 04 SECONDS AN ARC LENGTH OF 28.85 FEET TO THE BEGINNING OF A NON-TANGENT COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 67.71 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 09 MINUTES 51 SECONDS WEST 60.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES 13 MINUTES 58 SECONDS AN ARC LENGTH OF 62.91 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST 126.75 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

PARCEL 1, OF PARCEL LINE ADJUSTMENT 10834 E. SOUTHERN AVENUE & 1113 S. SIGNAL BUTTE ROAD, RECORDED IN BOOK 1744 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA.



SHEET 2 OF 2


SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 5/5/26

JOB NO.: 202604108

EXHIBIT B

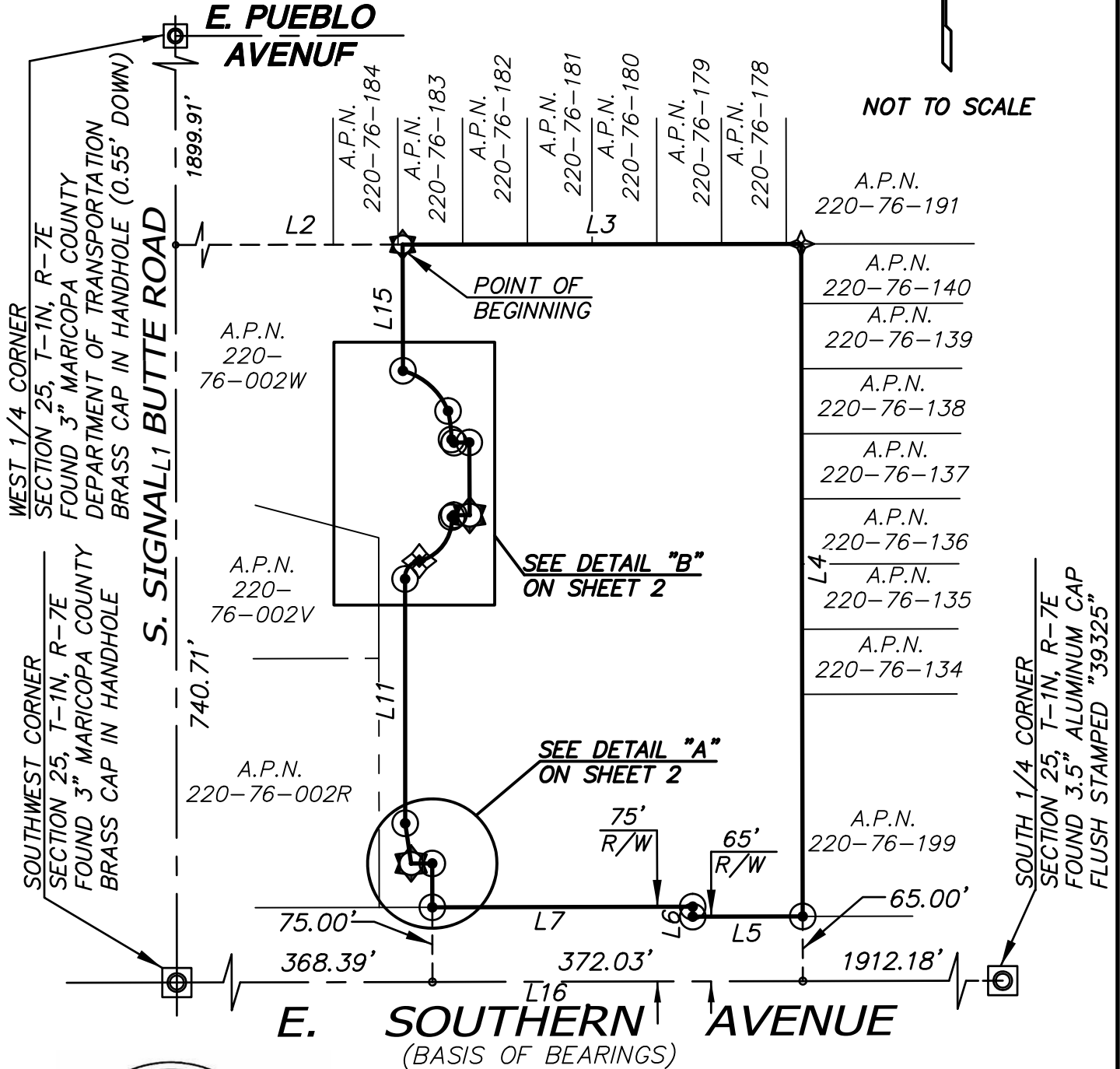
DEPICTION OF THE PROPERTY

EXHIBIT "B"

DEPICTION OF
A.P.N. 220-76-002X



NOT TO SCALE



WEST 1/4 CORNER
SECTION 25, T-1N, R-7E
FOUND 3" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE (0.55' DOWN)

SOUTH WEST CORNER
SECTION 25, T-1N, R-7E
FOUND 3" MARICOPA COUNTY
BRASS CAP IN HANDHOLE

SOUTH 1/4 CORNER
SECTION 25, T-1N, R-7E
FOUND 3.5" ALUMINUM CAP
FLUSH STAMPED "39325"



SHEET 1 OF 4

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