

WHEN RECORDED RETURN TO:

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

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the CITY OF MESA, an Arizona municipal corporation (“City”) and the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, an Arizona joint powers airport authority (“Owner”). City and Owner are collectively referred to herein as the “Parties,” or individually as a “Party.”

### **RECITALS**

A. Owner owns approximately +/- 273 acres of property generally located south and west of the southwest corner of Ellsworth Road and the SR-24 Freeway in Mesa, Arizona, as legally described and depicted in Exhibit A (“Property”).

B. The Property is currently zoned Light Industrial with a Planned Area Development overlay (“LI-PAD”). Owner, through zoning case ZON22-01008, submitted an application to modify the LI-PAD zoning, and this Agreement shall become effective only upon the City Council’s approval of zoning case ZON22-01008.

C. The Phoenix Mesa Gateway Airport Authority (“PMGAA”), of which the City of Mesa is a member, established a public-private partnership for the development of the non-aeronautical land owned by PMGAA, located on the east side Phoenix-Mesa Gateway Airport. This partnership was approved by the PMGAA Board of Directors on June 21, 2022, following an extensive RFQ and RFP process for a master developer to carry out the PMGAA Board vision to create a vibrant, compatible commercial development to support the growth of the Phoenix-Mesa Gateway Airport and generate economic benefit to PMGAA, the City, and the Greater Phoenix region.

D. At the conclusion of the public solicitation process initiated by the PMGAA Board of Directors, a master plan developer was selected to develop Gateway East into a first-class business park supporting a mix of uses including retail, hospitality, manufacturing, industrial and office product with the goal of attracting Class “A” tenants to Gateway East.

E. The Property is located in the Airport/Campus District of the SDP (“ACD”). The ACD is envisioned as a mixed-use district that will include general office, manufacturing, research and development, light industrial, and airport-related uses, among others.

F. The Parties acknowledge that several of the land uses allowed in the proposed underlying LI-PAD zoning district may be inconsistent with the intended land uses of the ACD and may be inharmonious with the proximity of the Phoenix Mesa Gateway Airport; therefore, to

address this concern, Owner has agreed, and City is requiring Owner, to prohibit or restrict certain land uses that are allowed in the proposed LI-PAD zoning district.

G. Owner and City acknowledge and agree that development of the Property will benefit City's residents, its visitors, and the Property.

H. This Agreement is consistent with City's General Plan applicable to the Property on the date of this Agreement.

I. The Property will generally be developed in stages within each of three (3) phases as generally depicted in Exhibit B as Phase 1, Phase 2, and Phase 3 (respectively, "Phase 1," "Phase 2," and "Phase 3,"), the unique character of which warrants concurrent staging of off-site improvements as contemplated under Mesa City Code 9-8-4. This Agreement shall serve as authorization for that modification.

J. Additionally, the Parties desire to enter into this Agreement for the purpose of prohibiting or restricting certain land uses on the Property as may be required by Mesa Zoning Ordinance § 11-22-2 and intend this document to be a "Development Agreement" within the meaning of A.R.S. § 9-500.05.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as follows:

1. Definitions.

The terms of this Agreement have the below meanings, whether or not the term is capitalized, unless the context requires otherwise. Words 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 term "including" means "including but not limited to" or "including without limitation." The term "shall" means a requirement or mandate. All references to laws or regulations mean such laws and regulations as amended or replaced.

- (a) "Agreement" is as defined on the first page of this Development Agreement.
- (b) "Automobile/Vehicle Washing" is as defined in Mesa Zoning Ordinance § 11-86-4.
- (c) "City" is as defined on the first page of this Development Agreement.
- (d) "City Manager" is the person designated by the City as its City Manager or their designee.

- (e) “Contractor’s Yards” is as defined in Mesa Zoning Ordinance § 11-86-5.
- (f) “Cross-Docking” is as defined in Section 3.2.
- (g) “Day Care Centers” is as defined in Mesa Zoning Ordinance § 11-86-3.
- (h) “Defaulting Party” is as defined in Subsection 10(d).
- (i) “Drive-Throughs” is as “Eating and Drinking Establishments with Drive-Through Facilities” is defined in Mesa Zoning Ordinance § 11-86-4.
- (j) “Hotels and Motels” is as defined in Mesa Zoning Ordinance § 11-86-4; and when used with a limited number in this Development Agreement, the number is determined by the collective total of all hotels and motels.
- (k) “Indoor Warehousing and Storage” is as defined in Mesa Zoning Ordinance § 11-86-5.
- (l) “LI-PAD” is as defined in Recital B.
- (m) “Non-Defaulting Party” is as defined in Subsection 10(d).
- (n) “Notice of Default” is as defined in Subsection 10(d).
- (o) “Owner” is as defined on the first page of this Development Agreement.
- (p) “Party” and “Parties” are as defined on the first page of this Development Agreement.
- (q) “Phase 1”, “Phase 2”, and “Phase 3” are as defined in Recital I.
- (r) “Property” is as defined in Recital A.
- (s) “Tenant” is any owner (including Owner), tenant, subtenant, lessee, sublessee, licensee, or sublicensee that occupies any portion of a building on the Property during the term of this Development Agreement.
- (t) “Zones” are as defined in Subsection 4.1(c).

2. Duties and Obligations Run with and Bind the Property. Owner and its successors and assigns agree that the obligations set forth in this Agreement are covenants running with the Property that are binding and enforceable upon Owner and its successors and assigns. The obligations set forth in this Agreement, including the prohibitions on use in Section 3 and the restrictions on use in Section 4, are binding and enforceable upon Owner, Tenant, and any applicant for any City permit or approval needed to develop, construct, or improve any portion of the Property.

3. Prohibited Uses.

3.1 Prohibited Uses on the Property: General. The following land uses in the Mesa Zoning Ordinance (Mesa City Code Title 11), as amended, are prohibited on the Property and are not allowed anywhere on the Property:

- (a) Animal Sales and Services
- (b) Kennels
- (c) Pet Stores
- (d) Veterinary Services
- (e) Automobile/Vehicle Sale and Leasing
- (f) Boat and Recreational Vehicle Storage
- (g) Caretakers' Residences
- (h) Clubs and Lodges
- (i) Correctional Transitional Housing Facility (CTHF)
- (j) Funeral Parlors and Mortuaries
- (k) Clinics
- (l) Hospitals
- (m) Large Vehicle and Equipment Sales, Services, and Rental
- (n) Marijuana Facilities
- (o) Dual Licensee Facilities
- (p) Medical Marijuana Dispensaries
- (q) Marijuana Cultivation Facilities
- (r) Marijuana Infusion Facilities
- (s) Mini-Storage
- (t) Parking, Commercial
- (u) Recycling Facilities, Large Collection Facilities
- (v) Towing and Impound

3.2 Prohibited Use on the Property: Cross-Docking. Cross-Docking is prohibited on the Property. For the purposes of this Agreement, "Cross-Docking" means (a) a building, including a speculative building, with bay doors, roll-up doors, docking doors, or other similar loading doors on more than one side of the building; and/or (b) the logistics practice of unloading finished goods from inbound delivery vehicles and loading them directly onto outbound vehicles. "Cross-Docking" does not mean and does not include facilities primarily engaged in production processes that alter or add value to goods, including assembly or other manufacturing processes.

An exception to the Cross-Docking prohibition in this Section 3.2 may be granted if: (a) the City Manager and Owner, jointly and in their sole and absolute discretion, agree to an exception; (b) site plan and design review and approval are completed as required by the Mesa Zoning Ordinance, including review and approval of any bay doors, roll-up doors, docking doors, or other similar loading doors on more than one side of the building; (c) all bay doors, roll-up doors, docking doors, or other similar loading doors on the building are located on sides of the building that are least visible from the public right-of-way; and (d) all side-building loading areas are adequately screened from the public right-of-way and adjacent non-industrial uses and are

architecturally treated.

3.3 Prohibited Uses on Phase 1. The following land uses in the Mesa Zoning Ordinance (Mesa City Code Title 11), as amended, are prohibited on Phase 1 and are not allowed anywhere on Phase 1:

- (a) Automobile/Vehicle Repair, Major
- (b) Automobile/Vehicle Service and Repair, Minor
- (c) Service Station

4. Restricted Uses.

4.1 Drive-Throughs. Drive-Throughs are subject to all of the following restrictions:

(a) No more than eight (8) Drive-Throughs are allowed concurrently on the Property.

(b) No more than four (4) Drive-Throughs may be constructed on the Property until Owner or its designee has applied for building permits for at least 250,000 square feet of commercial development, which may include retail and hospitality development.

(c) Drive-Throughs are only allowed within the areas of the Property as legally described and depicted in Exhibit C and as generally depicted in Exhibit C-1 as Zone 1, Zone 2, Zone 3, Zone 4, and Zone 5 (collectively, "Zones").

(d) In addition to, and without limiting, the other restrictions of this Section 4.1, Drive-Throughs are restricted within the Zones as follows: (i) no more than one (1) Drive-Through is allowed concurrently in Zone 1; (ii) no more than four (4) Drive-Throughs are allowed concurrently in Zone 2; (iii) no more than two (2) Drive-Throughs are allowed concurrently in Zone 3; (iv) no more than two (2) Drive-Throughs are allowed concurrently in Zone 4; and (v) no more than three (3) Drive-Throughs are allowed concurrently in Zone 5. Notwithstanding the foregoing restrictions of this Subsection 4.1(d), no more than eight (8) Drive-Throughs are allowed concurrently on the Property.

(e) No more than two (2) Drive-Throughs may be located immediately adjacent to one another.

4.2 Indoor Warehousing and Storage. Indoor Warehousing and Storage is required to orient all bay doors, roll-up doors, docking doors, or other similar loading doors on the sides of the building that are least visible from the public right-of-way; and all side-building loading areas are required to be architecturally treated and adequately screened from the public right-of-way and adjacent non-industrial uses.

4.3 Contractor's Yards; Day Care Centers. Contractor's Yards and Day Care Centers are not allowed on the Property as stand-alone uses and may only be allowed on the Property if providing an on-site service to an allowed business currently operating on the Property.

4.4 Hotels and Motels. No more than ten (10) Hotels and Motels are allowed concurrently on the Property.

4.5 Automobile/Vehicle Washing. Automobile/Vehicle Washing shall not be located immediately adjacent to Ellsworth Road or Gateway Boulevard.

5. Prohibition. No use in violation of Section 3 or Section 4 is permitted on the Property. Owner shall not lease, license, or allow any use in violation of Section 3 or Section 4 and no Tenant shall convert the use of its space in a manner that would result in a violation of Section 3 or Section 4.

6. Disputes. The prohibitions on use in Section 3 and the restrictions on use in 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 is allowed or permitted, such determination shall be submitted to City's Zoning Administrator, who shall determine whether a proposed use is a prohibited or restricted use under the Agreement and such decision shall be deemed a final decision of the Zoning Administrator, which may then be appealed, and is governed by the appeal rights, as set forth in Mesa Zoning Ordinance § 11-77 and § 11-67-12.

7. Phasing of Off-Site Improvements. Owner intends to stage its development of the Property within each of Phase 1, Phase 2, and Phase 3. Accordingly, Owner or its designee, at its sole cost and expense, shall design, construct, install, and extend all off-site improvements required pursuant to the Mesa City Code for each stage of its development, taking into account both the requirements of the stage then being constructed and the additional off-site burdens reasonably anticipated to be created by the construction of such stage, provided that Owner or its designee shall coordinate and receive approval of such public off-site improvement staging from the City Manager, which approval shall not be unreasonably withheld, conditioned, or delayed. Nothing contained in this Section 7 or elsewhere in this Agreement, including Exhibit B, shall be construed to require Owner or its designee to develop the Property in phases, or in the described Phase 1, Phase 2, and Phase 3 sequentially, or in any other particular order.

8. Plan Review. City shall process all regulatory reviews, including administrative reviews and plan reviews, within City's stated plan review turnaround times except as otherwise agreed to by the Parties.

9. Term/Termination. This Agreement shall become effective on the date this Agreement is recorded in accordance with Subsection 10(a) and shall continue in full force until terminated upon the earlier of (a) forty (40) years after the effective date, (b) termination by the mutual written agreement of Owner and City pursuant to this Agreement, or (c) the effective date of a Mesa City Council-approved rezoning of the Property to a different zoning district than the LI-PAD zoning described in this Agreement. The Parties agree that, if at any time during the term only a portion of the Property is rezoned to a different zoning district than the LI-PAD zoning described in this Agreement, the Agreement shall automatically terminate only as to that portion of the Property that is so rezoned and will remain in full force and effect as to the remainder of the Property.

10. General Provisions.

(a) Recordation. This Agreement shall be recorded in its entirety by City in the Official Records of Maricopa County, Arizona, not later than ten (10) calendar days after its full execution by the Parties.

(b) Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (i) delivered to the Party at the address set forth below; (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address of the Party set forth below; or (iii) given to a recognized and reputable overnight delivery service, to the Party at the address set forth below. The addresses set forth in this Subsection 10(b) may be modified by a Party at any time by such Party designating in writing by notice duly given pursuant to this Section.

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

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

*With a copy to:* City of Mesa Economic Development Department  
120 North Center Street  
Mesa, Arizona 85201  
Attn: Economic Development Director

*With a copy to:* City of Mesa Development Services Department  
55 North Center Street  
Mesa, Arizona 85201  
Attn: Development Services Director

Owner: Phoenix-Mesa Gateway Airport Authority  
5835 South Sossaman Road  
Mesa, Arizona 85212  
Attn: Business Development Department

*With a copy to:* Phoenix-Mesa Gateway Airport Authority  
5835 South Sossaman Road  
Mesa, Arizona 85212  
Attn: Executive Director/CEO

Notices shall be deemed received (i) when delivered to the Party; (ii) three (3) business days after

being placed in the U.S. Mail, properly addressed, with sufficient postage; or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions about governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient, to which a copy of the notice may be sent, is deemed to have received the notice.

(c) Choice of Law, Venue, and Attorneys' Fees. The laws of the State of Arizona shall govern any dispute, controversy, claim, or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. If any Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and court costs.

(d) Default. In the event a Party fails to perform or fails to otherwise act in accordance with any term or provision hereof ("Defaulting Party"), then the other Party ("Non-Defaulting Party") may provide written notice to perform to the Defaulting Party ("Notice of Default"). The Defaulting Party shall have thirty (30) calendar days from receipt of the Notice of Default to cure the default. In the event the failure is such that more than thirty (30) calendar days would reasonably be required to cure the default or otherwise comply with any term or provision in this Agreement, then the Defaulting Party shall notify the Non-Defaulting Party of such and the timeframe needed to cure such default, and so long as the Defaulting Party commences performance or compliance or gives notice of additional time needed to cure within the required thirty (30) calendar day period and diligently proceeds to complete such performance or fulfill such obligation, then the time to cure the default shall be extended; however, no such extended cure period shall exceed ninety (90) calendar days. Any written notice shall specify the nature of the default and the manner in which the default may be satisfactorily cured, if possible.

(e) 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 the Defaulting Party fails to perform or fails to otherwise act in accordance with any term or provision of this Agreement, the Non-Defaulting Party shall 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 Subsection 10(e) shall be the sole and exclusive remedy for breach, and the Parties hereby waive all other remedies.

(f) 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.

(g) Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and their successors in interest and assigns. Owner may make a one-time assignment of this Agreement, in whole or in part, to a related entity, without

City's consent, but with written notice of the assignment provided to the City. Owner may make subsequent assignments of this Agreement with the City's written consent, which shall not be unreasonably withheld.

(h) No Partnership or Joint Venture; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, or entity not a party hereto, and no such other person, firm, or entity shall have any right or cause of action hereunder. Additionally, Owner shall notify in writing any lessee or licensee of the Property of the existence of this Agreement and its terms.

(i) 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.

(j) Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

(k) Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

(l) Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix, Arizona time) on the last day of the applicable time period provided in this Agreement. A "business day" shall mean a City business day which is currently any day Monday through Thursday except for a legal holiday; provided, however, that in the event City changes its work schedule to include Fridays, the definition of "business day" shall be modified to include Fridays.

(m) Conflict of Interest. Pursuant to A.R.S. § 38-503 and A.R.S. § 38-511, no member, official, or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.

(n) Entire Agreement. This Agreement, together with the following Exhibit(s) attached hereto (which are incorporated herein by this reference), constitute the entire agreement between the Parties:

- Exhibit A: Legal Description and Depiction of the Property  
Exhibit B: Depiction of Phase 1, Phase 2, and Phase 3  
Exhibit C: Legal Description and Depiction of each Zone  
Exhibit C-1: Overall Depiction of the Zones

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

(o) No Obligation to Develop. Nothing contained in this Agreement shall be deemed to obligate Owner to develop any portion of the Property.

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

(q) Severability. If any provision(s) of this Agreement is/are declared void or unenforceable, such provision(s) shall be severed from this Agreement, which shall otherwise remain in full force and effect to the fullest extent permitted by law, provided that the overall intent of the Parties is not materially vitiated by such severability.

(r) Amendments. Any change, addition, or deletion to this Agreement requires a written amendment executed by both City and Owner. Within ten (10) calendar days after any amendment to this Agreement, such approved amendment shall be recorded in the Official Records of Maricopa County, Arizona.

(s) Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

(t) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall 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.

(u) Proposition 207 Waiver. Owner hereby waives and releases City from any and all claims under A.R.S. § 12-1134 *et seq.*, including any right to compensation for reduction to the fair market value of the Property, as a result of City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

**“CITY”**

CITY OF MESA, ARIZONA,  
an Arizona municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

STATE OF ARIZONA        )  
  )  
COUNTY OF MARICOPA    )        ss.

The foregoing instrument was acknowledged before me, a notary public, this \_\_\_\_ day of \_\_\_\_\_, 2023, 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”**

PHOENIX-MESA GATEWAY AIRPORT  
AUTHORITY,  
an Arizona joint powers airport authority

\_\_\_\_\_  
By: J. Brian O’Neill, A.A.E.

Its: Executive Director/CEO

Date: \_\_\_\_\_

STATE OF ARIZONA        )  
  )  
COUNTY OF MARICOPA    )        ss.

The foregoing instrument was acknowledged before me, a notary public, this \_\_\_\_  
day of \_\_\_\_\_, 2023, by J. Brian O’Neill, A.A.E., the Executive Director/CEO  
of the Phoenix-Mesa Gateway Airport Authority, an Arizona joint powers airport authority.

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

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY**

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

A PARCEL OF LAND SITUATED IN A PART OF SECTIONS 28 & 33, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28, FROM WHICH THE SOUTHWEST 1/16 CORNER OF SECTION 21, BEARS NORTH 01 DEGREES 07 MINUTES 41 SECONDS WEST, A DISTANCE OF 658.82 FEET;

THENCE UPON AND WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, SOUTH 89 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 137.82 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 22 MINUTES 50 SECONDS WEST, A DISTANCE OF 88.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 1896.22 FEET;

THENCE SOUTH 76 DEGREES 48 MINUTES 31 SECONDS EAST, A DISTANCE OF 113.91 FEET;

THENCE SOUTH 71 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 119.58 FEET;

THENCE SOUTH 56 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 59.59 FEET; THENCE

SOUTH 45 DEGREES 34 MINUTES 54 SECONDS EAST, A DISTANCE OF 349.50 FEET; THENCE SOUTH

53 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 109.61 FEET; THENCE SOUTH 60

DEGREES 11 MINUTES 19 SECONDS EAST, A DISTANCE OF 90.17 FEET;

THENCE SOUTH 51 DEGREES 36 MINUTES 39 SECONDS EAST, A DISTANCE OF 1654.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 790.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 31 MINUTES 49 SECONDS, AN ARC LENGTH OF 200.34 FEET;

THENCE SOUTH 66 DEGREES 08 MINUTES 28 SECONDS EAST, A DISTANCE OF 82.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1619.85 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 02 MINUTES 35

SECONDS, AN ARC LENGTH OF 679.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 986.92 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 21 MINUTES 45 SECONDS, AN ARC LENGTH OF 436.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 575.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 11 SECONDS, AN ARC LENGTH OF 150.57 FEET;

THENCE SOUTH 01 DEGREES 43 MINUTES 56 SECONDS EAST, A DISTANCE OF 1130.61 FEET;

THENCE SOUTH 88 DEGREES 42 MINUTES 20 SECONDS WEST, A DISTANCE OF 36.17 FEET;

THENCE SOUTH 01 DEGREES 11 MINUTES 49 SECONDS EAST, A DISTANCE OF 243.63 FEET;

THENCE SOUTH 44 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 68.88 FEET; THENCE

SOUTH 01 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 1658.70 FEET;

THENCE SOUTH 88 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 292.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1991.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 13 MINUTES 41 SECONDS, AN ARC LENGTH OF 285.92 FEET;

THENCE NORTH 43 DEGREES 38 MINUTES 21 SECONDS WEST, A DISTANCE OF 10.60 FEET;

THENCE NORTH 81 DEGREES 37 MINUTES 11 SECONDS WEST, A DISTANCE OF 96.00 FEET;

THENCE SOUTH 62 DEGREES 46 MINUTES 35 SECONDS WEST, A DISTANCE OF 10.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE RADIUS BEARS NORTH 10 DEGREES 07 MINUTES 48 SECONDS EAST, A DISTANCE OF 1991.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 79 DEGREES 50 MINUTES 07 SECONDS, AN ARC LENGTH OF 2774.23 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS WEST, A DISTANCE OF 395.69 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1913.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 20 MINUTES 13 SECONDS, AN ARC LENGTH OF 378.52 FEET;

THENCE NORTH 32 DEGREES 26 MINUTES 35 SECONDS EAST, A DISTANCE OF 13.52 FEET;

THENCE NORTH 13 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 96.00 FEET;

THENCE NORTH 59 DEGREES 13 MINUTES 05 SECONDS WEST, A DISTANCE OF 12.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE RADIUS BEARS SOUTH 75 DEGREES 12 MINUTES 07 SECONDS WEST, A DISTANCE OF 1913.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 01 MINUTES 10 SECONDS, AN ARC LENGTH OF 1035.68 FEET;

THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST, A DISTANCE OF 153.48 FEET;

THENCE NORTH 16 DEGREES 31 MINUTES 02 SECONDS WEST, A DISTANCE OF 8.40 FEET; THENCE

NORTH 44 DEGREES 19 MINUTES 04 SECONDS WEST, A DISTANCE OF 96.03 FEET; THENCE NORTH

84 DEGREES 10 MINUTES 06 SECONDS WEST, A DISTANCE OF 10.68 FEET; THENCE NORTH 45

DEGREES 49 MINUTES 03 SECONDS WEST, A DISTANCE OF 985.91 FEET; THENCE NORTH 07

DEGREES 15 MINUTES 40 SECONDS WEST, A DISTANCE OF 12.94 FEET; THENCE NORTH 46

DEGREES 40 MINUTES 36 SECONDS WEST, A DISTANCE OF 96.01 FEET; THENCE NORTH 84

DEGREES 10 MINUTES 06 SECONDS WEST, A DISTANCE OF 10.68 FEET;

THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST, A DISTANCE OF 654.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 863.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES 59 MINUTES 26 SECONDS, AN ARC LENGTH OF 662.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49 DEGREES 10 MINUTES 37 SECONDS, AN ARC LENGTH OF 60.08 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 52 SECONDS WEST, A DISTANCE OF 28.28 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET;

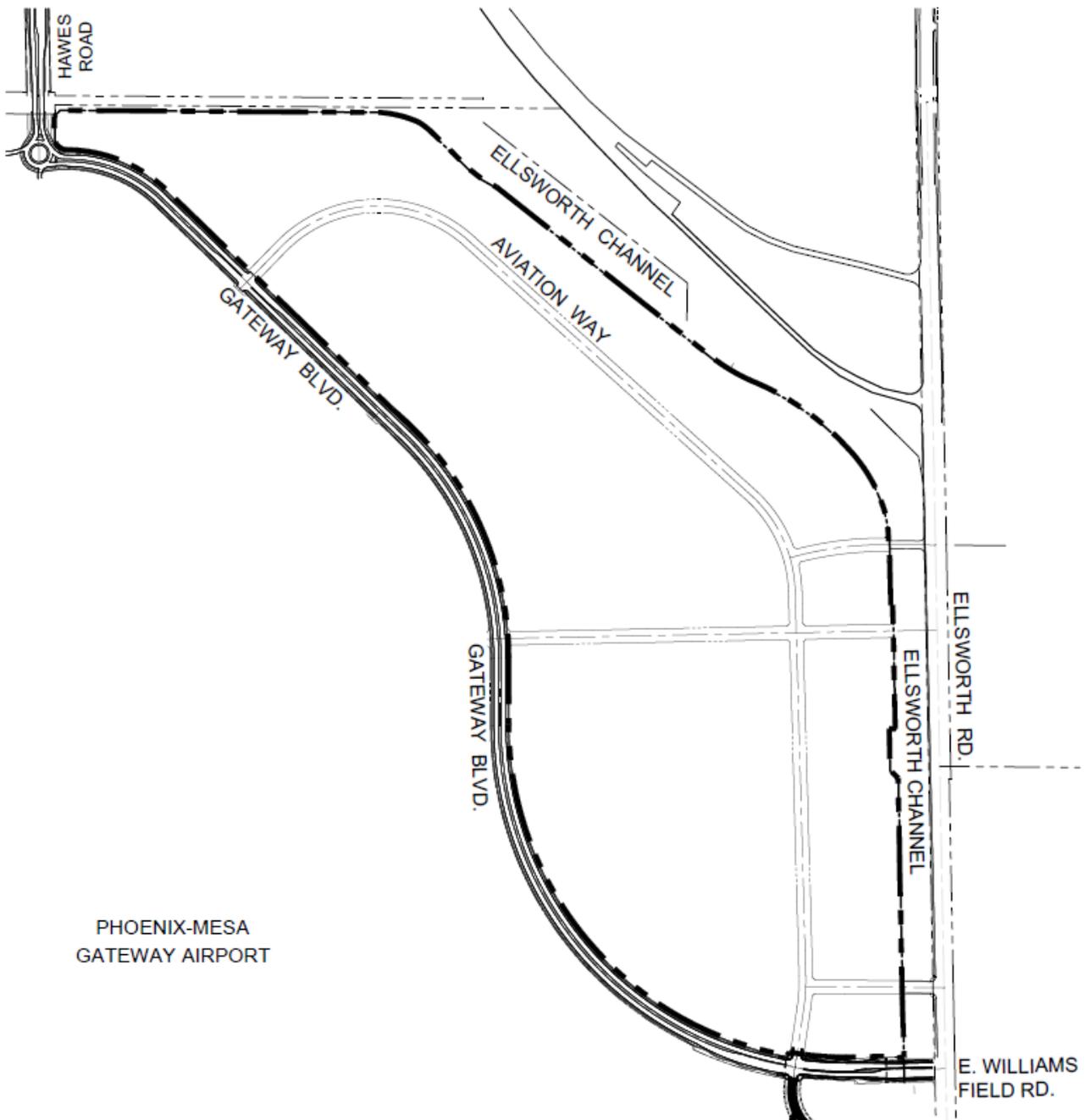
THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 15 MINUTES 32 SECONDS, AN ARC LENGTH OF 3.98 FEET;

THENCE NORTH 00 DEGREES 57 MINUTES 15 SECONDS WEST, A DISTANCE OF 143.42 FEET;

THENCE NORTH 44 DEGREES 41 MINUTES 03 SECONDS EAST, A DISTANCE OF 54.96 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 11,889,173 SQUARE FEET OR 272.938

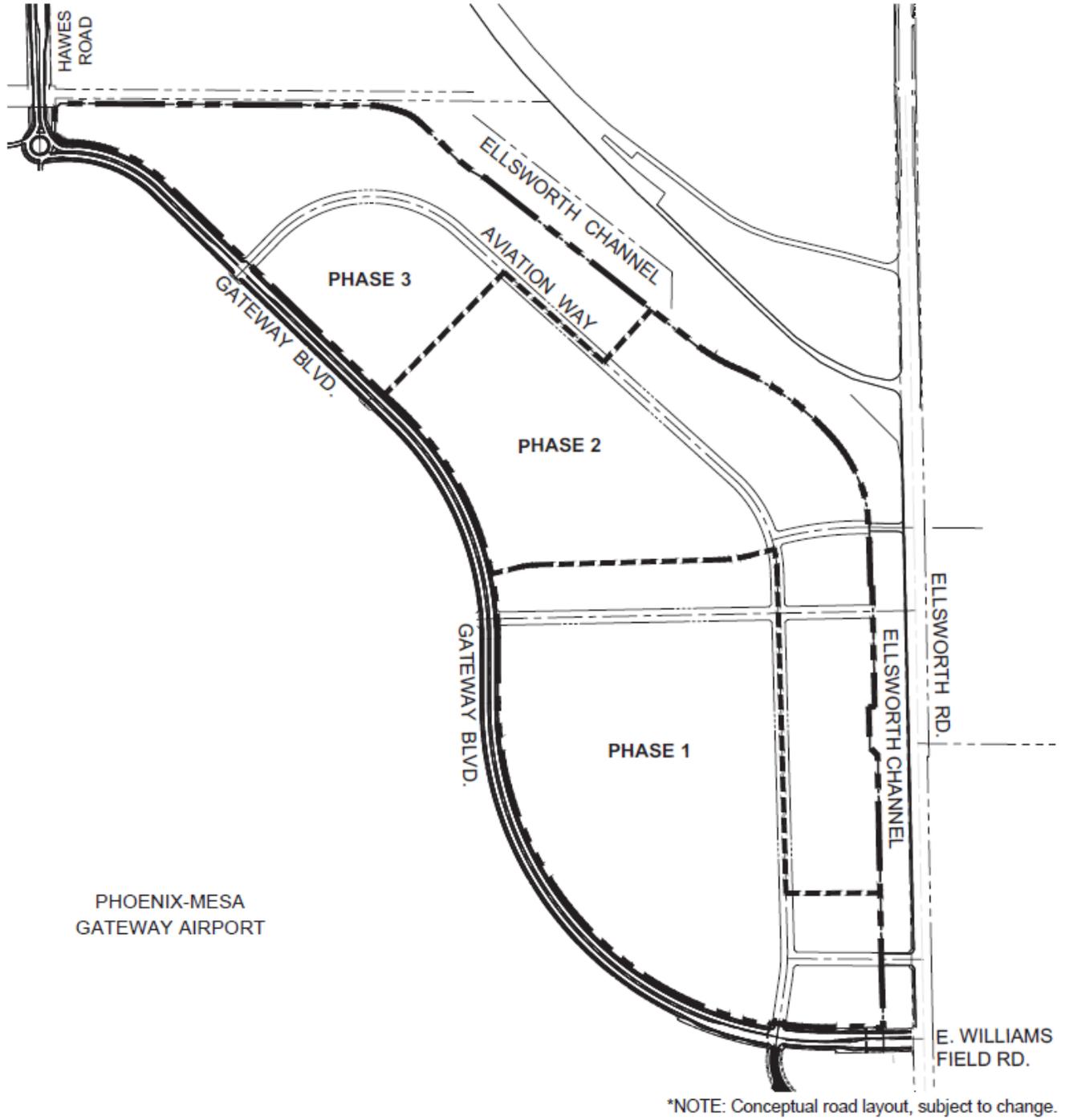
- ACRES OF LAND, MORE OR LESS.





\*NOTE: Conceptual road layout, subject to change.

**EXHIBIT B**  
**DEPICTION OF PHASE 1, PHASE 2, AND PHASE 3**



**EXHIBIT C**  
**LEGAL DESCRIPTION AND DEPICTION OF EACH ZONE**

**ZONE 1:**

LEGAL DESCRIPTION  
FOR  
ESTABLISHMENT ZONE 1

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, FROM WHICH THE EAST QUARTER CORNER OF SECTION 28, BEARS NORTH 01 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 2628.36 FEET;

THENCE UPON AND WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING THE CENTERLINE OF SOUTH ELLSWORTH ROAD, SOUTH 01 DEGREES 10 MINUTES 46 SECONDS EAST, A DISTANCE OF 481.89 FEET;

THENCE DEPARTING SAID CENTERLINE SOUTH 88 DEGREES 38 MINUTES 10 SECONDS WEST, A DISTANCE OF 515.14 FEET;

THENCE NORTH 01 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 25.40 FEET TO A CURVE, CONCAVE TO THE NORTH;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 1979.00 FEET, A LENGTH OF 286.19 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 17 MINUTES AND 09 SECONDS;

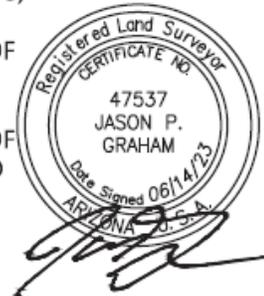
THENCE NORTH 37 DEGREES 09 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.96 FEET;

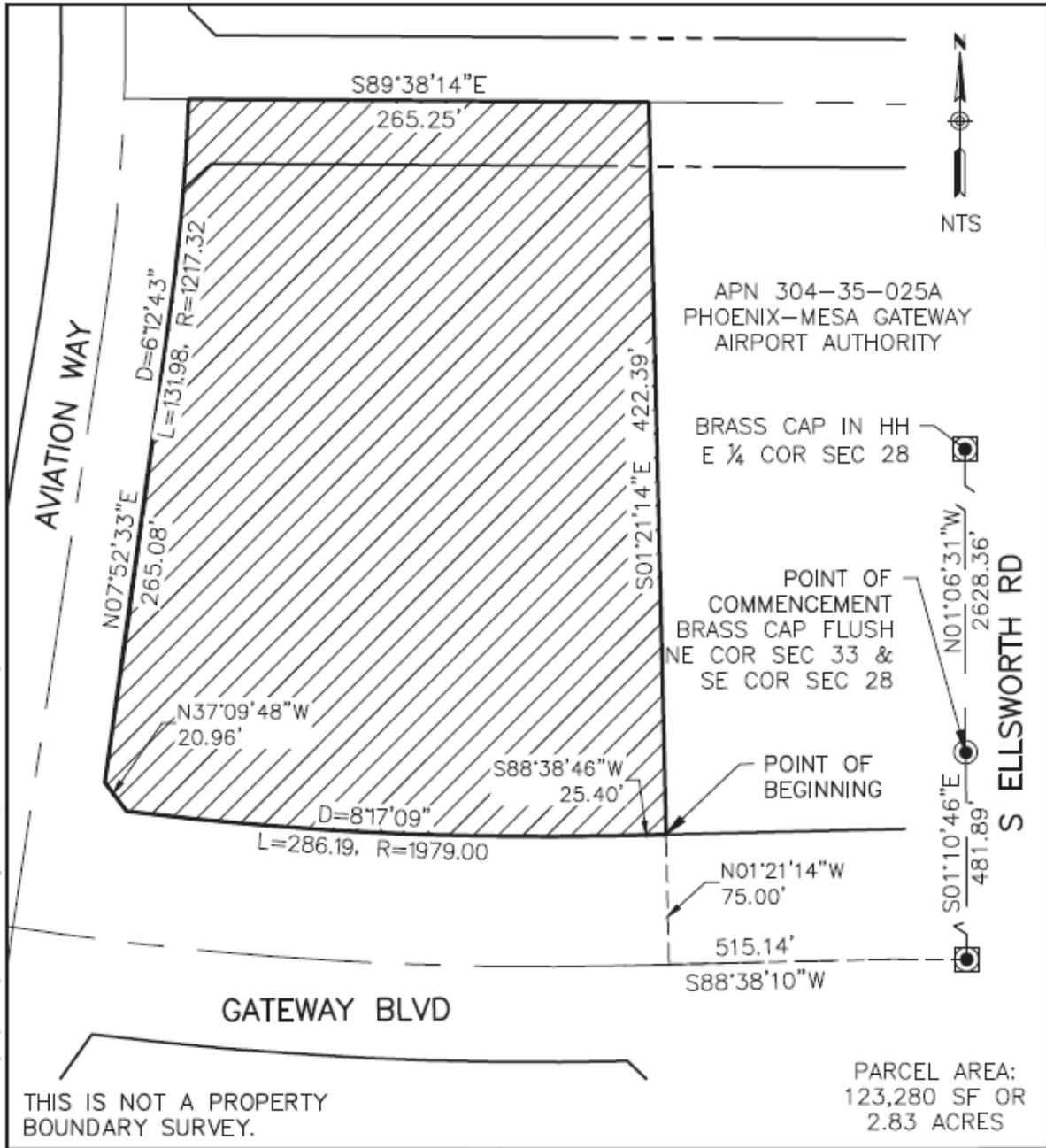
THENCE NORTH 07 DEGREES 52 MINUTES 33 SECONDS EAST, A DISTANCE OF 265.08 FEET TO A CURVE CONCAVE TO THE WEST;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 1217.32 FEET, A LENGTH OF 131.98 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 12 MINUTES 43 SECONDS;

THENCE SOUTH 89 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 265.25 FEET;

THENCE SOUTH 01 DEGREES 21 MINUTES 14 SECONDS EAST, A DISTANCE OF 422.39 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 123,280 SQUARE FEET OR 2.83 ACRES OF LAND, MORE OR LESS.





FILE:\PROJECTS\2023\1123031\_PUGA\_XINOPY - Off-Shore\CAD\EXPORTS\1123031-Zoned.dwg DATE:Jun. 14 2023 TIME: 03:02 pm

		<b>DEPICTION OF ESTABLISHMENT ZONE 1</b> A PART OF SECTION 33, T01S, R07E, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA	
		Dibble Project No 1123031	DATE: JUN 2023 DRN: AML CHK: JPG

**ZONE 2:**  
LEGAL DESCRIPTION  
FOR  
ESTABLISHMENT ZONE 2

A PARCEL OF LAND SITUATED IN A PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, FROM WHICH THE EAST QUARTER CORNER OF SECTION 28, BEARS NORTH 01 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 2628.36 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 507.17 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 38 MINUTES 14 SECONDS WEST, A DISTANCE OF 273.26 FEET;

THENCE NORTH 01 DEGREES 34 MINUTES 36 SECONDS WEST, A DISTANCE OF 2104.09 FEET;

THENCE NORTH 88 DEGREES 53 MINUTES 08 SECONDS EAST, A DISTANCE OF 268.01 FEET;

THENCE SOUTH 01 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 248.01 FEET;

THENCE NORTH 88 DEGREES 53 MINUTES 08 SECONDS EAST, A DISTANCE OF 266.61 FEET;

THENCE SOUTH 01 DEGREES 43 MINUTES 56 SECONDS EAST, A DISTANCE OF 341.65 FEET;

THENCE SOUTH 88 DEGREES 42 MINUTES 20 SECONDS WEST, A DISTANCE OF 36.17 FEET;

THENCE SOUTH 01 DEGREES 11 MINUTES 49 SECONDS EAST, A DISTANCE OF 243.63 FEET;

THENCE SOUTH 44 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 68.88 FEET;

THENCE SOUTH 01 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 833.87 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 14 SECONDS WEST, A DISTANCE OF 264.52 FEET;

THENCE SOUTH 01 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 400.23 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 953,658 SQUARE FEET OR 21.893 ACRES OF LAND, MORE OR LESS.

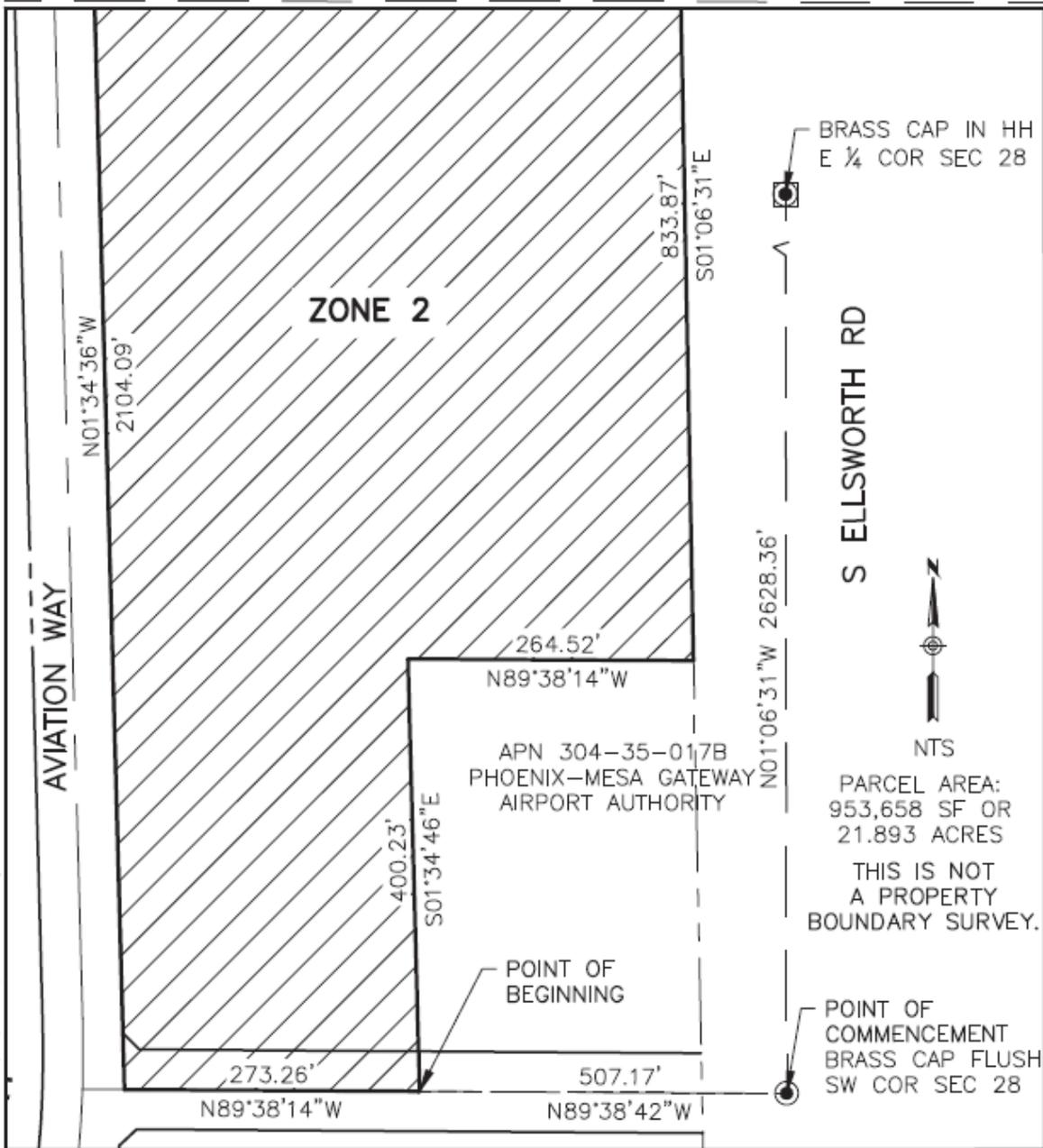
JUN 2023  
ESTABLISHMENT ZONE 2

PAGE 1  
**DIBBLE**



DIBBLE PROJECT NO  
1123031

MATCH LINE - SEE PAGE 3



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**DIBBLE**

Dibble Project No  
1123031



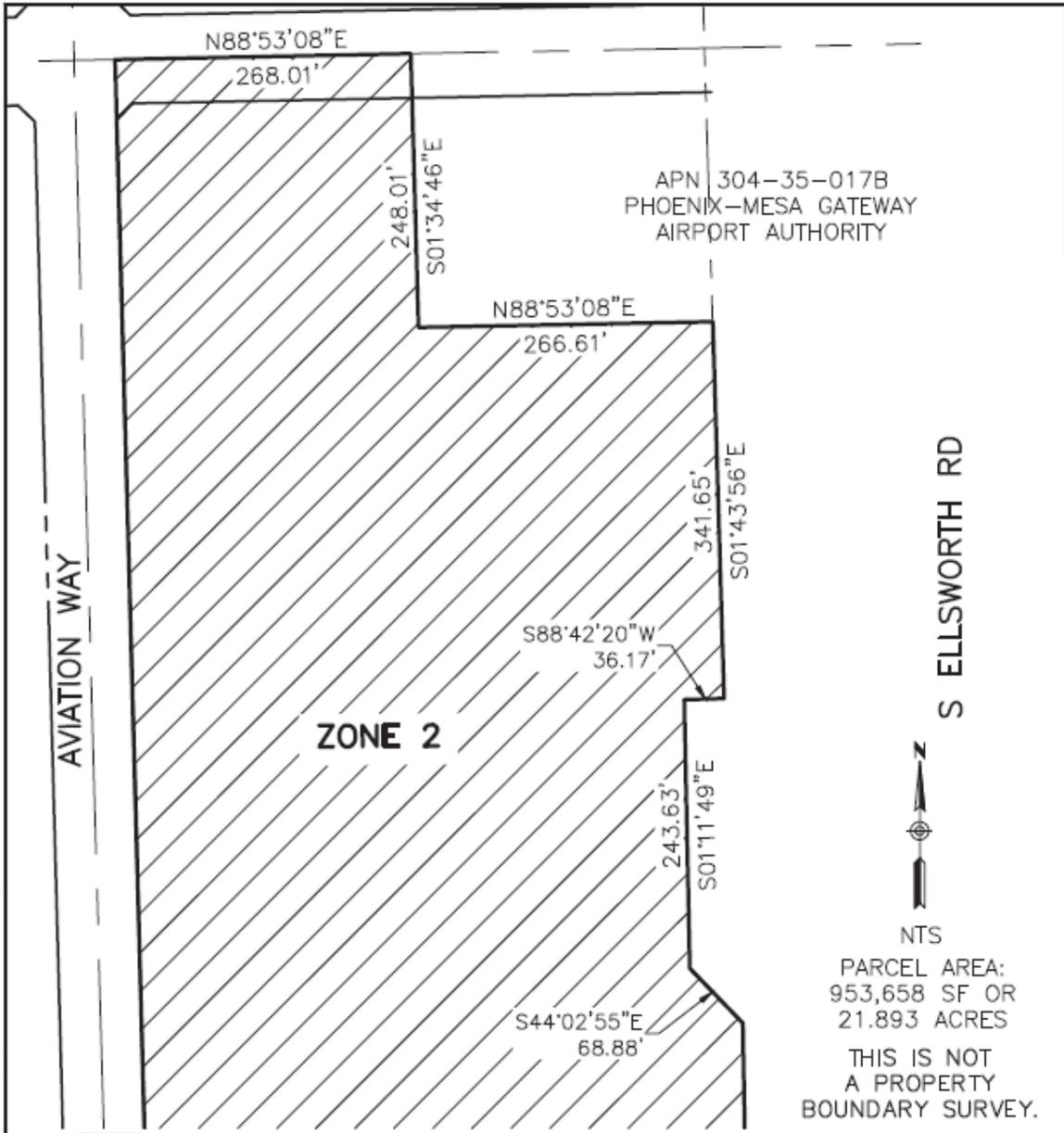
DEPICTION OF  
ESTABLISHMENT ZONE 2

A PART OF THE EAST HALF OF SECTION  
28, T01S, R07E, GILA & SALT RIVER  
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: JUN 2023

DRN: AML CHK: JPG

PAGE 2



APN 304-35-017B  
PHOENIX-MESA GATEWAY  
AIRPORT AUTHORITY

**ZONE 2**



NTS

PARCEL AREA:  
953,658 SF OR  
21.893 ACRES  
  
THIS IS NOT  
A PROPERTY  
BOUNDARY SURVEY.

MATCH LINE - SEE PAGE 2

FILE:\PROJECTS\2023\1123031\_P\GILA\_X\INFO - 01-25-2023\1123031-Form2.dwg DATE: 11/14/2023 TIME: 03:05 pm

		DEPICTION OF ESTABLISHMENT ZONE 2	
		A PART OF THE EAST HALF OF SECTION 28, T01S, R07E, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA	
Dibble Project No 1123031	DATE: JUN 2023 DRN: AML CHK: JPG		PAGE 3

**ZONE 3:**  
LEGAL DESCRIPTION  
FOR  
ESTABLISHMENT ZONE 3

A PARCEL OF LAND SITUATED IN A PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 28, FROM WHICH THE SOUTHEAST CORNER OF SECTION 28, BEARS SOUTH 01 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 2628.36 FEET;

THENCE UPON AND WITH THE EAST SECTION LINE OF SAID SECTION 28, ALSO BEING THE CENTERLINE OF SOUTH ELLSWORTH ROAD, SOUTH 01 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 504.78 FEET;

THENCE DEPARTING SAID CENTERLINE SOUTH 88 DEGREES 53 MINUTES 08 SECONDS WEST, A DISTANCE OF 524.36 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 53 MINUTES 08 SECONDS WEST, A DISTANCE OF 273.01 FEET;

THENCE NORTH 01 DEGREES 34 MINUTES 46 SECONDS WEST, A DISTANCE OF 247.48 FEET TO THE START OF A CURVE CONCAVE TO THE WEST;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 836.58 FEET, A LENGTH OF 210.38 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 24 MINUTES 31 SECONDS TO THE START OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH WITH A RADIAL BEARING OF SOUTH 14 DEGREES 56 MINUTES 22 SECONDS EAST;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 2000.00 FEET, A LENGTH OF 273.99 FEET THROUGH A CENTRAL ANGLE OF 07 DEGREES 50 MINUTES 57 SECONDS TO THE START OF A NON-TANGENT CURVE CONCAVE TO THE WEST, WITH A RADIAL BEARING OF SOUTH 75 DEGREES 14 MINUTES 33 SECONDS WEST;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 1110.00 FEET, A LENGTH OF 255.30 FEET AND A CENTRAL ANGLE OF 13 DEGREES 10 MINUTES 40 SECONDS;

THENCE SOUTH 01 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 249.69 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 132,284 SQUARE FEET OR 3.037 ACRES OF LAND, MORE OR LESS.

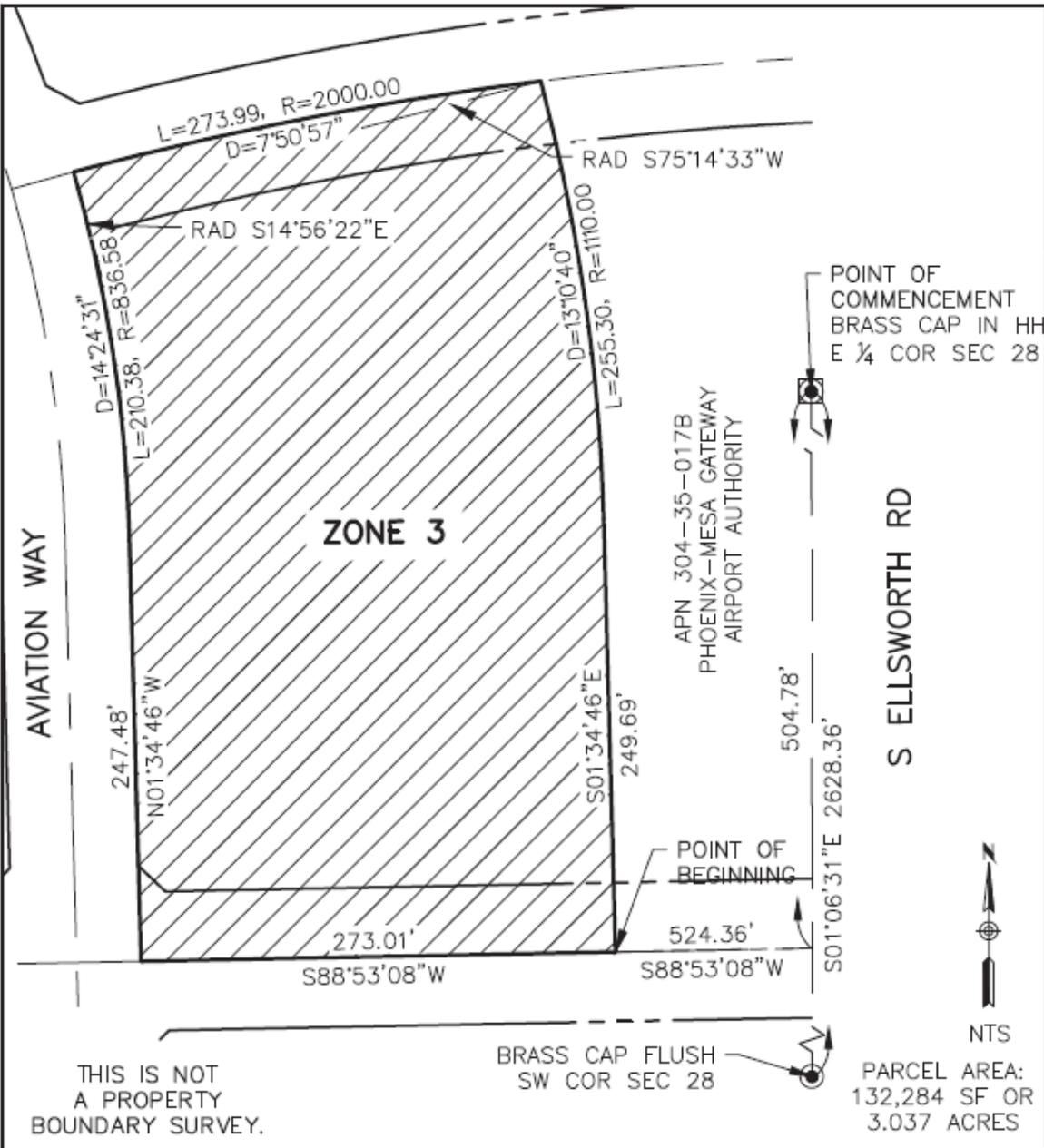


JUN 2023  
ESTABLISHMENT ZONE 3



DIBBLE PROJECT NO  
1123031

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THIS IS NOT A PROPERTY BOUNDARY SURVEY.

BRASS CAP FLUSH SW COR SEC 28

PARCEL AREA: 132,284 SF OR 3.037 ACRES

**DIBBLE**



Dibble Project No 1123031

DEPICTION OF ESTABLISHMENT ZONE 3

A PART OF THE EAST HALF OF SECTION 28, T01S, R07E, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: JUN 2023

DRN: AML CHK: JPG

PAGE 2

**ZONE 4:**  
LEGAL DESCRIPTION  
FOR  
ESTABLISHMENT ZONE 4

A PARCEL OF LAND SITUATED IN A PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 28, FROM WHICH THE SOUTHEAST CORNER OF SECTION 28, BEARS SOUTH 01 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 2628.36 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 297.00 FEET TO THE START OF A CURVE CONCAVE TO THE SOUTH;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 2000.00 FEET, A LENGTH OF 220.81 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 19 MINUTES 32 SECONDS TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, WITH A RADIAL BEARING OF SOUTH 05 DEGREES 55 MINUTES 57 SECONDS EAST AND THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 2000.00 FEET, A LENGTH OF 314.39 FEET THROUGH A CENTRAL ANGLE OF 09 DEGREES 00 MINUTES 24 SECONDS, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST WITH A RADIAL BEARING OF SOUTH 74 DEGREES 01 MINUTES 09 SECONDS WEST;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 837.00 FEET, A LENGTH OF 466.69 FEET THROUGH A CENTRAL ANGLE OF 31 DEGREES 56 MINUTES 49 SECONDS;

THENCE NORTH 47 DEGREES 55 MINUTES 40 SECONDS WEST, A DISTANCE OF 293.24 FEET;

THENCE NORTH 42 DEGREES 04 MINUTES 20 SECONDS EAST, A DISTANCE OF 509.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIAL BEARING OF SOUTH 28 DEGREES 04 MINUTES 11 SECONDS WEST;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 1619.85 FEET, A LENGTH OF 560.70 FEET THROUGH A CENTRAL ANGLE OF 19 DEGREES 49 MINUTES 57 SECONDS TO THE BEGINNING OF A NON-TANGENT CURVE BEING CONCAVE TO THE SOUTHWEST WITH A RADIAL BEARING OF SOUTH 47 DEGREES 54 MINUTES 07 SECONDS WEST;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 986.92 FEET, A LENGTH OF 144.06 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 21 MINUTES 49 SECONDS;

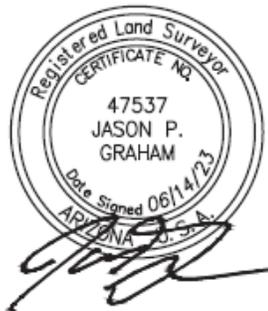
JUN 2023  
ESTABLISHMENT ZONE 4



DIBBLE PROJECT NO  
1123031

THENCE SOUTH 56 DEGREES 01 MINUTES 48 SECONDS WEST, A DISTANCE OF 270.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIAL BEARING OF SOUTH 59 DEGREES 15 MINUTES 30 SECONDS WEST;

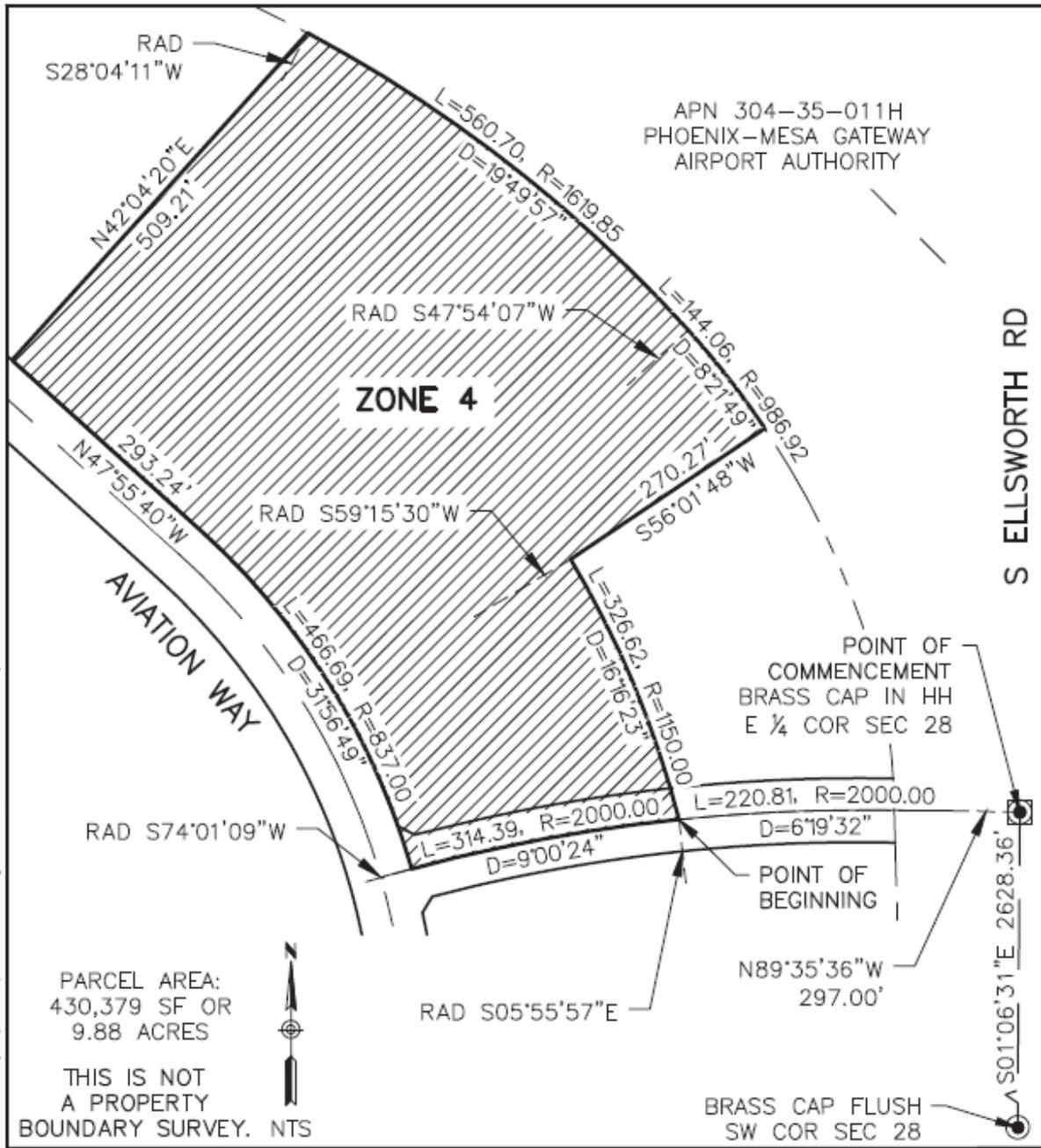
THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 1150.00 FEET, A LENGTH OF 326.62 FEET THROUGH A CENTRAL ANGLE OF 16 DEGREES 16 MINUTES 23 SECONDS TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 430,379 SQUARE FEET OR 9.88 ACRES OF LAND, MORE OR LESS.



JUN 2023  
ESTABLISHMENT ZONE 4

PAGE 2  
**DIBBLE**

DIBBLE PROJECT NO  
1123031



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		DEPICTION OF ESTABLISHMENT ZONE 4 A PART OF THE EAST HALF OF SECTION 28, T01S, R07E, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA	
		DATE: JUN 2023 DRN: AML CHK: JPG	PAGE 3

**ZONE 5:**

**LEGAL DESCRIPTION  
FOR  
ESTABLISHMENT ZONE 5**

A PARCEL OF LAND SITUATED IN A PART OF THE NORTH HALF OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 28, FROM WHICH THE SOUTHEAST CORNER OF SECTION 28, BEARS SOUTH 01 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 2628.36 FEET;

THENCE UPON AND WITH THE EAST SECTION LINE OF SAID SECTION 28, ALSO BEING THE CENTERLINE OF SOUTH ELLSWORTH ROAD, SOUTH 01 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 504.78 FEET;

THENCE DEPARTING SAID CENTERLINE, SOUTH 88 DEGREES 53 MINUTES 08 SECONDS WEST, A DISTANCE OF 2596.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST WITH A RADIAL BEARING OF SOUTH 86 DEGREES 14 MINUTES 52 SECONDS WEST;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 1850.00 FEET, A LENGTH OF 1358.23 FEET THROUGH A CENTRAL ANGLE OF 42 DEGREES 03 MINUTES 55 SECONDS;

THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST, A DISTANCE OF 1309.24 FEET;

THENCE NORTH 00 DEGREES 47 MINUTES 18 SECONDS EAST, A DISTANCE OF 75.69 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST, A DISTANCE OF 659.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 855.00 FEET, A LENGTH OF 285.37 FEET THROUGH A CENTRAL ANGLE OF 19 DEGREES 07 MINUTES 24 SECONDS;

THENCE NORTH 00 DEGREES 23 MINUTES 23 SECONDS EAST, A DISTANCE OF 318.91 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 1300.09 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 23 SECONDS WEST, A DISTANCE OF 538.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, WITH A RADIAL BEARING OF SOUTH 12 DEGREES 42 MINUTES 56 SECONDS EAST;

THENCE UPON AND WITH SAID CURVE, HAVING A RADIUS OF 837.00 FEET, A LENGTH OF 483.57 FEET THROUGH A CENTRAL ANGLE OF 33 DEGREES 06 MINUTES 08 SECONDS;

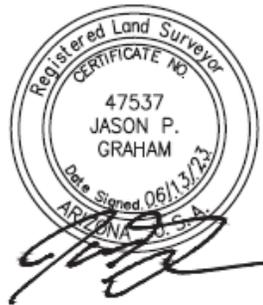
JUN 2023  
ESTABLISHMENT ZONE 5



DIBBLE PROJECT NO  
1123031

THENCE SOUTH 44 DEGREES 10 MINUTES 57 SECONDS WEST, A DISTANCE OF 222.19 FEET;

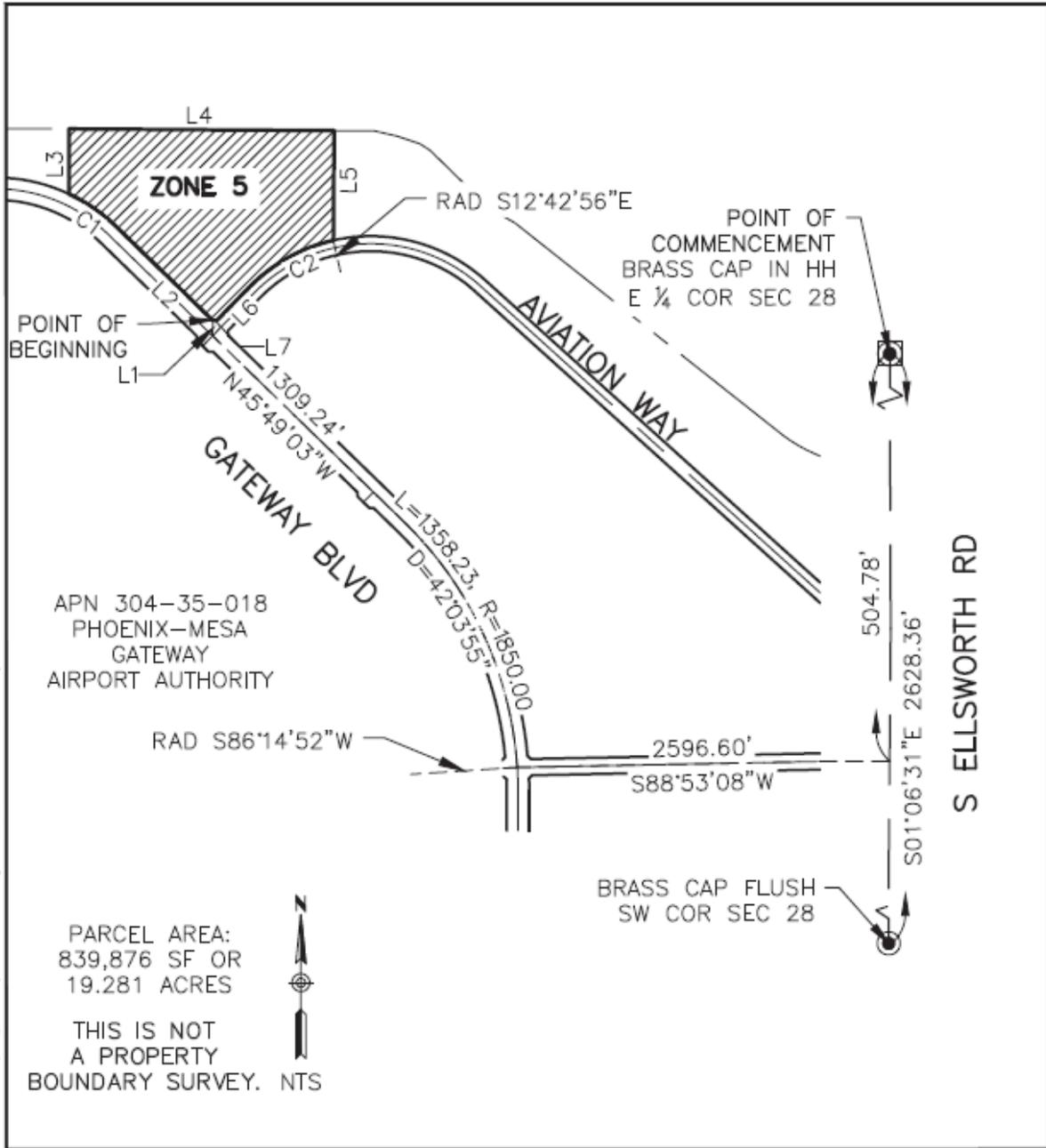
THENCE SOUTH 89 DEGREES 10 MINUTES 57 SECONDS WEST, A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 839,876 SQUARE FEET OR 19.281 ACRES OF LAND, MORE OR LESS.



JUN 2023  
ESTABLISHMENT ZONE 5



DIBBLE PROJECT NO  
1123031



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APN 304-35-018  
 PHOENIX-MESA  
 GATEWAY  
 AIRPORT AUTHORITY

PARCEL AREA:  
 839,876 SF OR  
 19.281 ACRES

THIS IS NOT  
 A PROPERTY  
 BOUNDARY SURVEY. NTS



**DIBBLE**

Dibble Project No  
 1123031



DEPICTION OF  
 ESTABLISHMENT ZONE 5

A PART OF THE EAST HALF OF SECTION  
 28, T01S, R07E, GILA & SALT RIVER  
 MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: JUN 2023  
 DRN: AML CHK: JPG

PAGE 3



**EXHIBIT C-1**  
**OVERALL DEPICTION OF THE ZONES**

