

**When recorded, return to:**

City of Mesa  
Attn: Real Estate Department  
20 East Main Street  
Mesa, Arizona 85211

## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

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This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is made and entered into as of \_\_\_\_\_, 2026 by and between the CITY OF MESA, a municipal corporation (“City”), and R&S DEVELOPMENT GROUP, LLC, an Arizona limited liability company (“Owner”). City and Owner are sometimes referred to in this Amendment collectively as the “Parties,” or individually as a “Party.”

### **RECITALS**

A. City and Owner are parties to that certain Development Agreement dated January 31, 2023 recorded in the Maricopa County Recorder’s Office as Recording No. 2023-0061470 (“Development Agreement”) relating to the development of Owner’s property located at 5305 E. Thomas Road, Mesa, AZ 85215, Maricopa County Assessor’s parcel number (“APN”) 141-38-047A which is legally described in **Exhibit A** and depicted on **Exhibit B** to this First Amendment (the “Northern Parcel”). The Northern Parcel was referred to in the Development Agreement as the “Property” upon which the “Project” was to be located.

B. In March 2025, Owner acquired from the State of Arizona a parcel adjacent to the Northern Parcel, APN 141-38-048, via Special Warranty Deed recorded in the Maricopa County Recorder’s Office as Recording No. 2025-0166939, which is legally described in **Exhibit C** and depicted on **Exhibit D** to this First Amendment (the “Southern Parcel”).

C. Owner desires to develop the Northern Parcel and Southern Parcel together as one boat and recreational vehicle storage facility and to add the property encompassing the Southern Parcel to the Development Agreement; however, there are certain use restrictions the City desires, and Owner agrees, should be limited on the use of the Northern Parcel and Southern Parcel.

D. The Parties desire to enter into this First Amendment amending the Development Agreement to: (i) add the Southern Parcel to the “Project” and “Property” covered by the Development Agreement; (ii) modify the document referenced as the attached site plan for the Project; (iii) provide for the limitation of certain uses on the Northern Parcel and Southern Parcel; and (iv) make other changes to the Development Agreement as may be set forth herein.

## AGREEMENT

IN CONSIDERATION of the foregoing recitals and representations, and the mutual covenants and agreements and conditions herein, the Parties agree as follows:

1. Definitions. All capitalized words and phrases used in this First Amendment have the same meanings as set forth in the Development Agreement unless otherwise defined herein.

2. Modification of Property; Removal and Replacement of Exhibits A & B. The Parties agree that the definition of “Property” in Recital A of the Development Agreement is amended to include the Southern Parcel so that the Property in the Development Agreement is defined as all the land described and depicted in **Exhibits A, B, C, and D** to this First Amendment. Exhibit A to the Development Agreement is removed in its entirety and replaced with **Exhibit A** and **Exhibit C** of this First Amendment. Exhibit B to the Development Agreement is removed in its entirety and replaced with **Exhibit B** and **Exhibit D** to this First Amendment.

3. Modification of Site Plan. The Parties agree that the definition of “Site Plan” and “Project” in Recital B of the Development Agreement is amended to recognize the addition of the Southern Parcel by striking Recital B in its entirety and replacing it with the following:

“B. Whereas, Owner submitted an application for a Minor General Plan Amendment to change the Placetype from Local Employment Center to Industrial for APN 141-38-047A and APN 141-38-048 and submitted an application to rezone the Property: (1) rezoning of APN 141-38-047A from Light Industrial with a Planned Area Development Overlay to Light Industrial with a new Planned Area Development Overlay; and (2) rezoning of APN 141-38-048 from Single Residence 90 to Light Industrial with a Planned Area Development Overlay (Case No. ZON25-00637). The General Plan Amendment and rezoning were necessary to develop the Property into a boat and recreational vehicle storage facility as shown on the final site plan (the “Site Plan”) attached as Exhibit E (collectively the “Project”).”

4. Removal and Replacement of Exhibit C. The Parties agree that Exhibit C to the Development Agreement, depicting the “Site Plan” for the Project, is removed in its entirety and replaced with the site plan attached to this First Amendment as **Exhibit E**.

5. Removal of the Impact Fee; Termination. As the wastewater impact fee in Section 2.3 and Section 2.4 is no longer an impact fee collected by the City and termination is controlled by Section 3 which allows for termination if the Owner satisfies its obligations in the Agreement, Section 2.3 and Section 2.4 of the Development Agreement are amended to remove the requirement for the payment of the impact fee and the reference to the impact fee, to acknowledge Owner paid the required In Lieu Payment, and remove the termination language, as set forth below, with ~~strike through~~ font representing removed language and **bold underlined** font representing added language, if any:

~~“2.3 In Lieu Payment and Wastewater Impact Fee Due Prior to Issuance of Any Permits. Owner further acknowledges and agrees that City will not issue any construction, building, or right-of-way permit(s) or sewer unavailability letters for the Project or the development of Property until City receives from Owner the full In Lieu Payment.” and the applicable wastewater impact fee for the Project, which is thirteen thousand, two hundred ninety five dollars and no cents (\$13,295.00) (the fee is based on the water meter sizing of the Project). Regardless of when paid, Owner acknowledges and agrees that such payments are properly due and owing at such time. **The Parties acknowledge that the Owner satisfied its obligation of paying the City in full the In Lieu Payment as of January 8, 2026.**~~

2.4 Failure of City to Construct the Sewer Improvements. If the City has not constructed the Sewer Improvements within fifteen (15) years from the date City received both the In-Lieu Payment and wastewater impact fee from Owner, then upon written request from Owner, the City will refund such money to Owner, without interest, within sixty (60) days of receiving Owner’s request. Upon City refunding the In-Lieu Payment and wastewater impact fee to Owner, ~~this Agreement will terminate and be of no further force or effect; but~~ Owner acknowledges and agrees that if the Septic System thereafter fails ~~after this Agreement has been terminated~~, and Owner is not able to repair the Septic System, that Owner will have to comply with the City’s, then current Terms and Conditions for the Sale of Utilities and the Mesa City Code (which may require Owner to extend the wastewater utility lines and install associated wastewater improvements) and pay the then applicable impact fees as well as applicable utility rates, fees and charges.”

6. Land Use Restrictions. A new Subsection 2.11 is added to the Development Agreement as set forth below to include certain use restrictions on the Property:

“2.11 Land Use Restrictions. Notwithstanding general allowances for land use under the City’s General Plan and zoning and land use ordinances, Owner agrees to the land use restrictions in the development and use of the Property in this Subsection 2.11 which shall remain in effect until December 31, 2050. The following land uses, as set forth and defined in the Mesa Zoning Ordinance, as amended, are prohibited on the Property as set forth below:

- A. Correctional Transitional Housing Facility (CTHF)
- B. Multiple Residence
- C. Hospitals and Clinics
- D. Animal Sales and Services: Veterinary Services, Pet Stores, and Kennels

- E. Artists' Studios
- F. Automobile/Vehicle Sales and Services: Automobile Rentals, Automobile/Vehicle Sales and Leasing; Automobile/Vehicle Repair (Major); Automobile/Vehicle Repair (Minor); Automobile/Vehicle Washing; Large Vehicle and Equipment Sales, Services, and Rental; Service Station; and Towing and Impound
- G. Banks and Financial Institutions, with Drive-Up ATM/Teller Windows; for the purpose of clarity, Banks and Financial Institutions that do not have Drive-Up ATM/Teller Windows are not prohibited
- H. Banquet and Conference Centers
- I. Commercial Recreation: Small-Scale and Large-Scale
- J. Eating and Drinking Establishments of any type with Drive-Thru or Pick-Up Window Facilities; for the purpose of clarity, Eating and Drinking Establishments that do not have Drive-Thru or Pick-Up Window Facilities are not prohibited
- K. Food and Beverage Sales, Convenience Market
- L. Funeral Parlors and Mortuaries
- M. Marijuana Facilities (all types)
- N. Personal Services with Pick-Up Window Facilities; for the purpose of clarity, Personal Services that do not have Pick-Up Window Facilities are not prohibited
- O. Retail Sales with Pick-Up Window Facilities; for the purpose of clarity, Retail Sales that do not have Pick-Up Window Facilities are not prohibited
- P. Recycling Facilities (all types)
- Q. Warehousing and Storage: Only Contractors' Yards, and Mini-Storage are prohibited, all other types are allowed and the Parties specifically acknowledge that Boat and Recreational Vehicle Storage is an allowed use

- R. Freight/Truck Terminals and Warehouses
- S. Data Centers

7. Term/Termination. As the land use restrictions in Section 2.11 are to be in place until December 31, 2050, Section 3 of the Development Agreement is amended as follows with ~~striketrough~~ font representing removed language and **bold underlined** font representing added language:

“3. Term/Termination. This Agreement becomes effective on the date it is recorded in its entirety in the Official Records of Maricopa County, Arizona, and will continue in full force and will automatically terminate upon the earlier of: (i) termination by the mutual written consent of Owner and City; ~~(ii) Owner paying the In Lieu Payment and connecting the Property to the City’s sanitary sewer system and satisfying all other Owner obligations in this Agreement;~~ **(ii)** the effective date of a Council approved rezoning without an Approval Letter from City as set forth in Subsection 2.7 or that is otherwise in conflict with this Agreement; or ~~(iv **iii**) twenty five (25) years from the date of execution of this Agreement by the Parties as set forth on page one of this Agreement~~ **December 31, 2050**. Owner acknowledges and agrees that if the City has not installed the Sewer Improvements and has returned the In-Lieu Payment ~~and wastewater impact fee~~ to the Owner, thereby terminating this Agreement (see Subsection 2.4), and thereafter the on-site Septic System fails, that Owner will have to comply with the City’s, then current Terms and Conditions for the Sale of Utilities and the Mesa City Code (which may require Owner to extend the wastewater utility lines and install associated wastewater improvements) and pay the then applicable impact fees as well as applicable utility rates, fees and charges.”

8. Severability. In the event any term or provision of this First Amendment is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and this First Amendment shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

9. Statutory Notice Requirement. The Parties acknowledge that this First Amendment and the Development Agreement are subject to cancellation by City pursuant to the provisions of A.R.S. § 38-511.

10. Incorporation of Recitals and Exhibits. The recitals set forth herein and the exhibits attached hereto are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

11. Merger. Except as expressly amended by this First Amendment, there are no other amendments, modifications or revisions to the Development Agreement, and the Parties acknowledge and agree that all terms and conditions of the Development Agreement are and remain in full force and effect. As of the date of this First Amendment, the terms of the Development Agreement include any modification to the terms of the agreement amended by this First Amendment.

12. Governing Law, Venue, and Jurisdiction. This First Amendment is governed by the laws of Arizona. A Party must bring any action related to a dispute arising out of this First Amendment in a court of appropriate venue and jurisdiction in Maricopa County, State of Arizona.

13. Authority; Counterparts. The person(s) executing this First Amendment on behalf of a Party is duly authorized to do so and to bind such Party to this First Amendment. This First Amendment may be executed in two or more counterparts, each of which will 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.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date written above.

**CITY**

CITY OF MESA, ARIZONA,  
an Arizona municipal corporation

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

Name: Scott Butler

Its: City Manager

STATE OF ARIZONA        )  
                                          ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Scott Butler 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:

\_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date written above.

**OWNER**

R&S DEVELOPMENT GROUP, LLC,  
an Arizona limited liability company

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

Name: \_\_\_\_\_

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

STATE OF ARIZONA        )  
                                          ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, of R&S DEVELOPMENT GROUP, LLC, an Arizona limited liability company, who acknowledged that he/she signed the foregoing instrument on behalf of Owner.

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

My commission expires:

\_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF NORTHERN PARCEL**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 6 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HAND HOLE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 26, BEING SOUTH 88 DEGREES 56 MINUTES 29 SECONDS EAST, ALONG THE SOUTH LINE, 2598.45 FEET FROM A BRASS CAP IN A HAND HOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 26, NORTH 88 DEGREES 56 MINUTES 29 SECONDS WEST, 1299.22 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, NORTH 00 DEGREES 28 MINUTES 30 SECONDS EAST, 186.41 FEET TO THE POINT OF BEGINNING ON AN EXISTING CHAIN LINK FENCE;

THENCE ALONG SAID CHAIN LINK FENCE NORTH 47 DEGREES 26 MINUTES 07 SECONDS WEST, 737.53 FEET;

THENCE CONTINUING ALONG SAID CHAIN LINK FENCE NORTH 80 DEGREES 00 MINUTES 02 SECONDS WEST, 147.00 FEET;

THENCE CONTINUING ALONG SAID CHAIN LINK FENCE SOUTH 32 DEGREES 50 MINUTES 38 SECONDS WEST, 111.74 FEET;

THENCE CONTINUING ALONG SAID CHAIN LINK FENCE SOUTH 85 DEGREES 54 MINUTES 51 SECONDS WEST, 407.73 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 22 SECONDS EAST, 232.21 FEET;

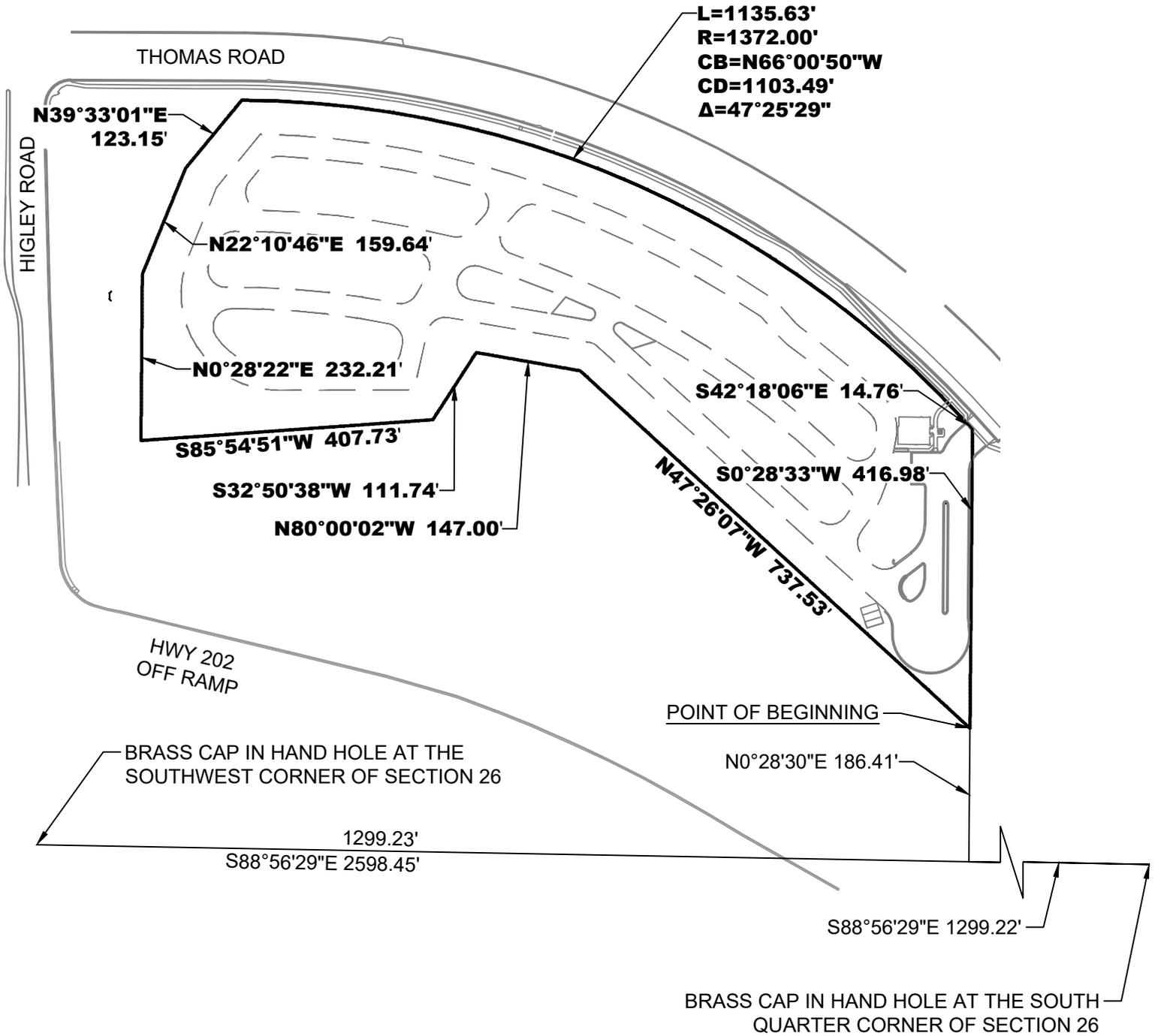
THENCE NORTH 22 DEGREES 10 MINUTES 46 SECONDS EAST, 159.64 FEET;

THENCE NORTH 39 DEGREES 33 MINUTES 01 SECONDS EAST, 123.15 FEET;

THENCE FROM A LOCAL TANGENT BEARING OF SOUTH 89 DEGREES 43 MINUTES 35 SECONDS EAST ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1372.00 FEET, THROUGH A CENTRAL ANGLE OF 47°25'29" AND AN ARC LENGTH OF 1135.63 FEET;

THENCE SOUTH 42 DEGREES 18 MINUTES 31 SECONDS EAST, 13.93 FEET TO SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26 THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, SOUTH 00 DEGREES 28 MINUTES 30 SECONDS WEST, 417.13 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**DEPICTION OF THE NORTHERN PARCEL**



**MESA PREMIER RV & BOAT STORAGE**

THOMAS ROAD AND HIGLEY ROAD  
MESA, AZ

PHASE 1 EXHIBIT



**EXHIBIT C**  
**LEGAL DESCRIPTION OF THE SOUTHERN PARCEL**

That portion of the Southwest quarter of the Southwest quarter (SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>) of Section 26, Township 2 North, Range 6 East, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a ½ inch rebar marking the South quarter corner of said Section 26, being South 88°56'29" East 2598.44 feet from a ½ inch rebar marking the Southwest corner of said Section 26;

thence along the South line of said Section 26, North 88°56'29" West 1299.22 feet to the East line of the Southwest quarter of the Southwest quarter (SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>) of said Section 26;

thence along said East line of the Southwest quarter of the Southwest quarter (SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>) of Section 26, North 00°28'30" East 186.41 feet to the POINT OF BEGINNING at the Southeast corner of that property conveyed to R & S Development Group, LLC, an Arizona limited liability company, by Special Warranty Deed recorded in Document No. 2019-0739177, Maricopa County Records;

thence North 89°53'21" West 6.94 feet;

thence North 68°46'05" West 1127.72 feet to the southern line of the property described in the above cited Special Warranty Deed;

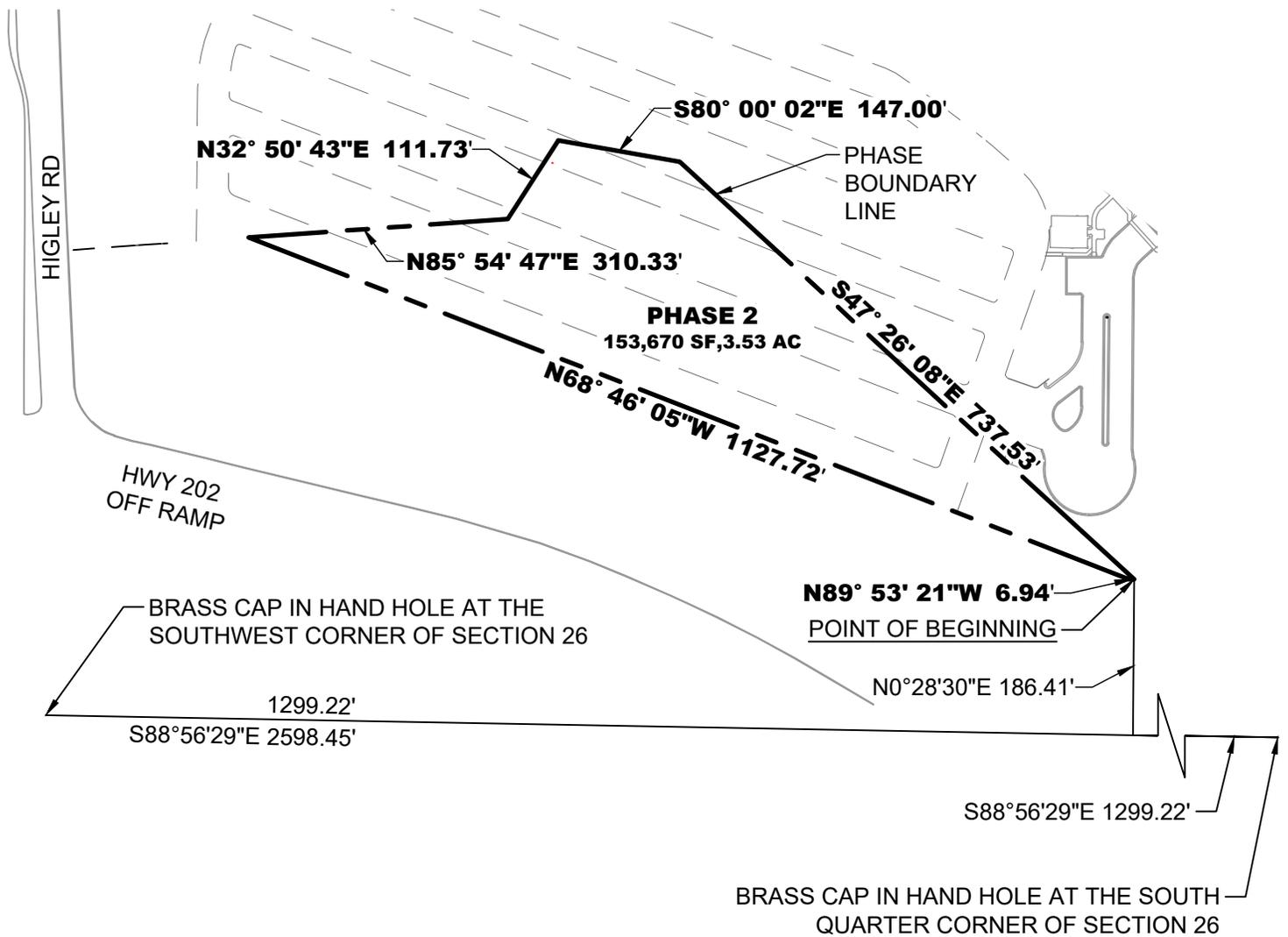
thence along said southerly property line North 85°54'51" East 310.33 feet;

thence continuing along said southerly property line North 32°50'38" East 111.74 feet;

thence continuing along said southerly property line South 80°00'02" East 147.00 feet;

thence continuing along said southerly property line South 47°26'07" East 737.53 feet to the POINT OF BEGINNING.

**EXHIBIT D**  
**LEGAL DEPICTION OF THE SOUTHERN PARCEL**



**MESA PREMIER RV & BOAT STORAGE**

THOMAS ROAD AND HIGLEY ROAD  
 MESA, AZ

PHASE 2 EXHIBIT



