

WHEN RECORDED RETURN TO:

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

INTERGOVERNMENTAL AND DEVELOPMENT AGREEMENT
DA24-00035

This Intergovernmental and Development Agreement (DA24-00035) ("Agreement") is entered into between the CITY OF MESA, an Arizona municipal corporation ("City") and MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of Arizona, and MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT for and on behalf of MESA COMMUNITY COLLEGE (collectively, "District"). City and District are collectively referred to herein as the "Parties," or individually as a "Party."

RECITALS

A. District's community college system offers ten (10) accredited colleges and thirty-one (31) satellite locations throughout Maricopa County, including Mesa Community College in Mesa, Arizona ("MCC"). District partners with the Maricopa County Community College District Foundation, an Arizona nonprofit corporation, ("Foundation") to enhance District's educational mission through scholarship and fundraising programs benefiting District and students at District's colleges.

B. City is dedicated to advancing education and workforce opportunities for Mesa residents and, to that end, has various partnerships with District and Foundation. Specifically, City formed the Mesa Achieves Higher Education Task Force ("Task Force") and the Mesa Education and Workforce Development Roundtable, both on which MCC leadership serves.

C. The Parties are collectively committed to certain education and workforce goals and initiatives, including the Achieve60AZ goal that by the year 2030, 60% of Arizonans will have earned post-secondary credentials; increasing the higher education outcomes and elevating the educational attainment of Mesa residents; and increasing enrollment at MCC or other colleges of District.

D. In 2021, at the recommendation of the Task Force and in collaboration with District and Foundation, City created the Mesa College Promise Program ("MCP Program") which allows eligible Mesa residents to attend MCC for two (2) years with Arizona-resident tuition and fees fully funded.

E. The Parties and Foundation entered into a "First Amended and Restated City of Mesa Mesa College Promise Program Agreement," effective June 5, 2024, ("MCP Program Agreement") setting forth agreements regarding the administration, management, and funding of the MCP Program.

F. On March 4, 2024, the City Council adopted Ordinance No. 5847, amending Mesa City Code Title 11 ("Zoning Ordinance") to allow billboards in certain areas of Mesa provided certain requirements are met, including approval of a billboard overlay zoning district and execution of a development or intergovernmental agreement with the City; and on November 4, 2024, the City Council adopted Ordinance No. 5889 amending certain development standards for billboards in the Zoning Ordinance.

G. District owns approximately 134 acres of land generally located at the southeast corner of

West Southern Avenue and South Dobson Road, north of the US-60 Superstition Freeway, in Mesa, Arizona, consisting of APNs 134-26-767C and 134-26-779, developed and operated as the MCC campus, as legally described and depicted in Exhibit A (“Property”).

H. District, through zoning case ZON24-00767, applied to rezone the Property from Public and Semi-Public (PS) to Public and Semi-Public with a Billboard Overlay District, and if the City Council, in its sole and absolute discretion, approves ZON24-00767, District intends to construct and operate two (2) electronic, double-sided (either back-to-back or “V” shaped) Billboards on the Property (“MCC Billboards”).

I. As more fully described in this Agreement, District intends to enter a ground lease with Foundation regarding certain portions of the Property where District intends to construct and operate the MCC Billboards (“Ground Lease”). Through the Ground Lease, District intends to delegate to Foundation certain of its obligations in this Agreement related to the design, development, maintenance, operation, and use of the MCC Billboards. Foundation intends to then subcontract with a Billboard Operator (currently, Becker Boards) to set forth obligations related to the to the design, development, maintenance, operation, and use of the MCC Billboards.

J. Additionally, the Parties, with Foundation, intend to amend the MCP Program Agreement, or enter a new agreement, to set forth the specific terms and conditions regarding the use, distribution, and management of the revenue generated by the MCC Billboards. Through the amended MCP Program Agreement or new agreement, District intends to delegate to Foundation certain of its obligations in this Agreement related to the use, distribution, and management of the revenue generated by the MCC Billboards.

K. The Parties intend this Agreement to be an intergovernmental agreement within the meaning of A.R.S. § 11-952 and a “Development Agreement” within the meaning of A.R.S. § 9-500.05. The Parties further agree this Agreement shall be recorded on the Property and the obligations set forth in this Agreement are covenants running with the Property that are binding and enforceable upon District, and its respective heirs, executors, successors, and assigns, and upon all third parties, lessees, licensees, sublessees, sublicensees, and other contractors or subcontractors who are delegates of any of District’s obligations in this Agreement, who have any right regarding any portion of the Property, whether exclusive or non-exclusive, or who operate or use the MCC Billboards.

L. The Parties desire to enter into this Agreement in compliance with Section 11-25-6 of the Zoning Ordinance to, among other reasons, as more fully described in this Agreement, ensure the revenue generated by the MCC Billboards is used to provide financial support to participants of the MCP Program or other similar program to attend MCC or other colleges of District, thus directly supporting the Parties’ education and workforce goals and initiatives.

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. “Administrator” is a delegatee of any of District’s obligations in Section 4.1 of this Agreement and includes all the following: MCC, Foundation, any third party, lessee, licensee, sublessee, sublicensee, and any other contractor or subcontractor who is a delegatee of any of District’s obligations in Section 4.1 of this Agreement.

B. “Administrator Agreement” is any contract or subcontract that delegates any of District’s obligations in Section 4.1 of this Agreement and includes all the following: the Required Program Agreement, any lease, license, ground lease, easement, sublease, sublicense, and any other contract or subcontract that delegates any of District’s obligations in Section 4.1 of this Agreement.

C. “Agreement” is as defined in the introductory paragraph on the first page of this Intergovernmental and Development Agreement and includes any amendments thereto.

D. “Alternative Program” is a program designated by City and evidenced by an Alternative Program Agreement with the purpose of elevating educational attainment in Mesa by providing financial support to Mesa residents to attend MCC or other accredited colleges of District.

E. “Alternative Program Agreement” is an agreement between the Parties setting forth the specific terms and conditions regarding an Alternative Program and any amendments thereto.

F. “Applicable Laws” is, collectively, the federal, state, county, and local laws (statutory and common law), ordinances, rules, regulations, standards, permit requirements, and other requirements and official policies of City, as they may be amended or hereafter enacted from time to time, which apply to the design, development, maintenance, operation, or use of the MCC Billboards, including U.S. Const. amend. I; A.R.S. § 28-7901 through § 28-7915; Mesa City Code; Zoning Ordinance; Mesa Administrative Code (Mesa City Code Title 4, Chapter 1); Mesa Building Code (Mesa City Code Title 4, Chapter 2); and all related approvals or requirements by City Council or City boards or committees.

G. “A.R.S.” is the Arizona Revised Statutes.

H. “Billboard” is as defined in Chapter 87 of the Zoning Ordinance.

I. “Billboard Agreement” is any contract or subcontract that delegates any of District’s obligations in this Agreement related to the design, development, maintenance, operation, or use of the MCC Billboards, including delegation of District’s obligations in Sections 4.2 or 4.3 of this Agreement, and includes all the following: the Ground Lease, contract with Becker Boards (or its successor or subsequent Billboard Operator), any lease, license, ground lease, easement, sublease, sublicense, and any other contract or subcontract that delegates any of District’s obligations in this Agreement related to the design, development, maintenance, operation, or use of the MCC Billboards.

J. “Billboard Operator” is a delegatee of any of District’s obligations in this Agreement related to the design, development, maintenance, operation, or use of the MCC Billboards, including delegation of District’s obligations in Sections 4.2 or 4.3, and includes all the following: MCC, Foundation, Becker Boards (or its successor or subsequent Billboard Operator), any third party, lessee, licensee, sublessee, sublicensee, and any other contractor or subcontractor who is a delegatee of any of

District's obligations in this Agreement related to the design, development, maintenance, operation, or use of the MCC Billboards.

- K. "Business Day" is as defined in Section 9.16.
- L. "City" is as defined in the introductory paragraph on the first page of this Agreement.
- M. "City Council" is the City Council of the City of Mesa.
- N. "City Manager" is the City Manager of the City of Mesa or their designee.
- O. "City Messages" is as defined in Subsection 4.2(b).
- P. "City Space" is as defined in Subsection 4.2(a).
- Q. "Default" is one or more of the events described in Section 8.1 or Section 8.2; provided, however, that such events will not give rise to any remedy until effect has been given to all cure periods provided for in this Agreement and that, in any event, the available remedies will be limited to those set forth in Section 8.
- R. "District" is as defined in the introductory paragraph on the first page of this Agreement.
- S. "Effective Date" is as defined in Section 2.
- T. "Force Majeure" is as defined in Section 9.8.
- U. "Foundation" is as defined in Recital A.
- V. "Foundation Administration Fee" is the fee paid to Foundation for Foundation providing the support described in, and meeting its obligations under, an Administrator Agreement or Billboard Agreement, as applicable, and is limited to (A) payment to Foundation equal to 2% of the Gross Revenue received by Foundation for the fiscal year; and (B) only if there is a balance of Gross Revenue at the end of a fiscal year, an annual payment to Foundation equal to 2% of the Gross Revenue balance at the end of that fiscal year.
- W. "Gross Revenue" is any and all cash, credits, property of any kind or nature, or other income that is derived from the MCC Billboards and that is directly or indirectly received by District, MCC, Foundation, or Administrator, or any of their affiliates, or any person, firm, or corporation in which District, MCC, Foundation, or Administrator have a financial interest. For purposes of clarification and by way of example, the Parties acknowledge that some revenue from the MCC Billboards will be retained by Becker Boards (or its successor or subsequent Billboard Operator, but not Foundation) pursuant to the contract with Becker Boards (or its successor or subsequent Billboard Operator, but not Foundation) (i.e., the revenue will not be transferred to District, MCC, Foundation, or Administrator); revenue (of any kind) that is so retained by Becker Boards (or its successor or subsequent Billboard Operator, but not Foundation) is not "Gross Revenue" for purposes of this Agreement because it is not received by District, MCC, Foundation, or Administrator.
- X. "Ground Lease" is as defined in Recital I.

Y. “Initial Billboard Expenses” are the external expenses incurred directly by District, MCC, or Foundation solely and exclusively for the entitlement, lease, design, development, or construction of the MCC Billboards, including attorneys’ fees and costs incurred directly by District, MCC, or Foundation solely and exclusively for the entitlement, lease, design, development, or construction of the MCC Billboards. “Initial Expenses” do not include any internal expenses incurred by District, MCC, or Foundation, including expenses incurred for the operation or administration of the MCP Program or an Alternative Program.

Z. “MCC” is as defined in Recital A.

AA. “MCC Billboards” is as defined in Recital H.

BB. “MCP Program” is as defined in Recital D.

CC. “MCP Program Agreement” is as defined in Recital E and includes any amendments thereto.

DD. “Necessary Expenses” are (1) the expenses incurred directly by District, MCC, or Foundation solely and exclusively for the operation or administration of the MCP Program or an Alternative Program, such as technology, marketing, advocacy, and faculty and support staff expenses incurred directly by District, MCC, or Foundation solely and exclusively for the operation or administration of the MCP Program or an Alternative Program; (2) the Foundation Administration Fee; (3) the rent, or a portion thereof, paid by Foundation to District pursuant to the Ground Lease, which amount shall not be more than \$2,000 per year, and beginning in 2026 and for each year thereafter, adding the lesser of 3% or the 12-month change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>); and (4) taxes paid by District, MCC, or Foundation due to the Ground Lease. “Necessary Expenses” do not include expenses incurred only in part for, or attributable only in part to, the operation or administration of the MCP Program or an Alternative Program.

EE. “Party” and “Parties” are as defined in the introductory paragraph on the first page of this Agreement.

FF. “Program Participants” is as “Participants,” or similar term referring to the individuals who meet the minimum qualifications for participation in the MCP Program or Alternative Program as set forth in the MCP Program Agreement or Alternative Program Agreement, is defined in the MCP Program Agreement or Alternative Program Agreement.

GG. “Property” is as defined in Recital G.

HH. “PSAs” is as defined in Section 4.3.

II. “Public Health Event” is as defined in Section 9.8.

JJ. “Required Program Agreement” is as defined in Subsection 4.1(a).

KK. “Task Force” is as defined in Recital B.

LL. “Term” is as defined in Section 2.

MM. “Zoning Ordinance” is as defined in Recital F.

2. Term/Termination. This Agreement shall become effective on the date this Agreement is recorded in accordance with Section 9.1 (“Effective Date”) and shall continue in full force until the earlier of (A) automatic termination ninety-nine (99) years after the Effective Date; or (B) earlier termination only as set forth in Sections 2.1 or 2.2 below (“Term”).

2.1. Termination by Mutual Agreement of the Parties. The Parties may mutually agree to terminate this Agreement evidenced by a written agreement to terminate approved by the City Council and signed by the Parties.

2.2. Termination by District Upon Removal of the MCC Billboards. District, in its sole discretion, may cease operation of both MCC Billboards and thereafter terminate this Agreement as set forth in this Section 2.2. District shall provide to City notice of its intent to cease operation of both MCC Billboards and terminate this Agreement at least nine (9) months prior to ceasing operation of both MCC Billboards. Both MCC Billboards shall cease operation on the same date. No later than six (6) months after the date of both MCC Billboards ceasing operation, District, at its sole cost and expense and not paid for with Gross Revenue, shall remove or cause to be removed from the Property both MCC Billboards (for purposes of this Section 2.2, removal of both MCC Billboards means removal of all vertical components of both MCC Billboards above the existing grade). Termination pursuant to this Section 2.2 shall be effective only upon the removal of both MCC Billboards; this Agreement shall continue in full force until the removal of both MCC Billboards. To the extent any Gross Revenue is received by District, MCC, or Foundation after District notifying City of its intent to cease operation of both MCC Billboards or after the date of both MCC Billboards ceasing operation, the use, distribution, and management of such Gross Revenue shall be subject to this Agreement and the Required Program Agreement.

2.3. MCC Billboards Must Cease Operation Upon Termination. Upon the automatic termination of this Agreement ninety-nine (99) years after the Effective Date or upon termination of this Agreement pursuant to Section 2.1, the MCC Billboards must immediately cease operation as Billboards until such time the Parties have entered into a new development agreement or intergovernmental agreement in compliance with Section 11-25-6 of the Zoning Ordinance. The terms and conditions of this Section 2.3 shall be binding upon all subsequent landowners and shall survive the termination of this Agreement.

3. The MCC Billboards; Applicable Laws. All design, development, maintenance, operation, and use of the MCC Billboards shall comply with this Agreement and Applicable Laws. All Applicable Laws in effect at the time of development or any future redevelopment of any portion of the MCC Billboards shall apply to such development or future redevelopment of the MCC Billboards. District, MCC, Foundation, Administrator, Billboard Operator, or a third party, as applicable, shall obtain all applicable permits and pay all applicable fees related to the development and construction of the MCC Billboards. In addition to the other requirements of this Section 3, the MCC Billboards shall (A) be electronic Billboards; (B) have a maximum of two (2) sign faces each; and (C) be back-to-back or “V” shaped Billboards.

4. Community Benefits.

4.1. Use of the Gross Revenue.

a. Separate Agreement Required. The Parties shall enter into a separate agreement that shall set forth the specific terms and conditions regarding use, distribution, and

management of the Gross Revenue, including, at a minimum, all the terms and conditions in Subsection 4.1(b); and such separate agreement complying with the requirements of Section 4.1 is required to be in effect at all times during the Term of this Agreement. The separate agreement required by this Subsection 4.1(a) shall either be (i) an amended MCP Program Agreement that includes, at a minimum, all the terms and conditions in Subsection 4.1(b); or (ii) an Alternative Program Agreement that includes, at a minimum, all the terms and conditions in Subsection 4.1(b). The separate agreement required by Section 4.1, whether it is an amended MCP Program Agreement or an Alternative Program Agreement, is referred to herein as the "Required Program Agreement."

b. Required Terms and Conditions of Required Program Agreement. The Required Program Agreement shall include, at a minimum, all the following:

i. Requirements and parameters regarding the purposes for which the Gross Revenue is allowed to be spent, that shall, among other things, require at least 70% of the Gross Revenue be exclusively awarded to Program Participants to be used for registration fees, tuition, and other student needs such as monetary stipends, transportation passes, book stipends, and food vouchers at MCC or other accredited colleges of District, and allow the remainder of the Gross Revenue, but not more than 30% of the Gross Revenue, to be used for Necessary Expenses (unless an exception is granted by City as allowed by this Subsection 4.1(b)(i)). The Required Program Agreement shall specify that, prior to using more than 30% of the Gross Revenue for Necessary Expenses, District must meet with City, provide City the information and documentation reasonably requested by City to determine whether the specific expenses qualify as Necessary Expenses, and receive written consent from City to pay the specific expenses with Gross Revenue, which consent shall not be unreasonably withheld by City. The terms and conditions required by this Subsection 4.1(b)(i) may be modified through the Required Program Agreement.

ii. Minimum qualifications for Program Participants.

iii. Requirements and parameters regarding the distribution of Gross Revenue to Program Participants including the timing, form, and prioritization of the distribution.

iv. Requirement that the Gross Revenue be maintained in an independent account and not co-mingled with any other funds, including other MCP Program or Alternative Program funds.

v. Requirements and parameters regarding financial reporting on the Gross Revenue, that shall, among other things, require financial reporting be submitted to City twice per year and include the total amount of Gross Revenue, an itemization and detailed description of expenses the Gross Revenue was spent on, and other information as reasonably requested by City to determine whether the Gross Revenue was used in accordance with this Agreement and the Required Program Agreement.

vi. Requirement that an annual audit of the Gross Revenue be provided to City each year and that, upon the request of City, all financial records as to the Gross Revenue be provided to, and made available for inspection by, City.

vii. Other terms and conditions agreed to by the Parties regarding the administration and management of the subject program that are not contradictory to the terms and conditions of this Agreement or in violation of Applicable Laws.

c. Use of Gross Revenue for Initial Billboard Expenses. Notwithstanding anything to the contrary in this Agreement, as set forth in this Subsection 4.1(c), District, MCC, and Foundation may use Gross Revenue to pay for Initial Billboard Expenses. All Initial Billboard Expenses paid for with Gross Revenue must be paid no later than the date that is twelve (12) months after the first date of operation of the first MCC Billboard on the Property; and District, MCC, and Foundation are prohibited from paying any Initial Billboard Expenses with Gross Revenue beyond that date. For purposes of clarification, the Initial Billboard Expenses paid for with Gross Revenue in compliance with this Subsection 4.1(c) shall not be considered Necessary Expenses and shall not be counted against the maximum amount of Gross Revenue that may be used for Necessary Expenses.

d. Maximize Gross Revenue. District shall use commercially reasonable efforts to maximize the Gross Revenue, including in selecting an Administrator and Billboard Operator, negotiating the terms of an Administrator Agreement and Billboard Agreement, and seeking to continuously operate the MCC Billboards during the Term.

e. Hold Gross Revenue if Required Program Agreement Not in Effect. The provisions in Section 4.1 are material and essential provisions of this Agreement and City would not have entered into this Agreement but for their inclusion herein. In the event a Required Program Agreement is not in effect, District shall not spend or use any of the Gross Revenue and shall maintain and hold all the Gross Revenue in a separate account not co-mingled with any other funds. District shall not spend or use any of the Gross Revenue until the Parties enter a Required Program Agreement.

f. Administrator Agreement. City acknowledges that District may, and intends to, enter an Administrator Agreement with an Administrator (including the Required Program Agreement with Foundation) to delegate some or all of District's obligations in Section 4.1. All Administrator Agreements shall: (A) require Administrator to comply with Section 4.1 of this Agreement; (B) include terms and conditions identical to the terms and conditions in the Required Program Agreement that are required by Subsection 4.1(b); (C) include terms and conditions identical to the terms and conditions that are in Subsections 4.1(c), (d), and (e); and (D) not contain any terms or conditions contradictory to the terms and conditions of this Agreement or in violation of Applicable Laws. In addition to the other requirements of this Subsection 4.1(f), District shall provide a copy of each Administrator Agreement and any amendments thereto to City within five (5) Business Days of all parties to the Administrator Agreement executing the Administrator Agreement or any amendments thereto. As set forth in Subsection 8.1(d), failure of an Administrator to comply with, observe, or perform any covenant, obligation, or agreement that is required of District under this Agreement, including this Section 4.1, is a Default of District under this Agreement.

4.2. City's Use of the MCC Billboards.

a. City Space. District shall provide to City, at no cost to City, one eight (8) second spot of display time during every sixty-four (64) second loop of display time on at least one (1) face on each of the MCC Billboards; notwithstanding the foregoing phrase, the display time on the MCC Billboards provided to City shall be the equivalent of at least 6.25% of the total display time on the MCC Billboards over each one-hour period ("City Space"). For purposes of calculating the City Space, the total display time shall be the collective total of the display time on every face on the MCC Billboards.

b. City Messages and Copy. City may use the City Space to advertise, announce, notify, or message regarding any aspect of City business, including City services, City programs, City initiatives, City-sponsored or City-supported events, and events at City facilities ("City Messages"). City shall submit to the entity designated in writing and provided to City by District (which entity may be District, Foundation, or Billboard Operator) proposed copy for City Messages and the dates

City proposes the City Messages be displayed, which dates shall commence at least five (5) Business Days after the date City submitted the proposed copy. Proposed copy for City Messages shall (i) be prepared and submitted by City at City's sole cost; (ii) include City's logo or other indicator by which a reasonable observer would determine that the City Message is City speech; and (iii) be in a format ready for display on the MCC Billboards per the commercially reasonable specifications designated in writing and provided to City by District (which specifications may be District's, Foundation's, or Billboard Operator's). Proposed copy for City Messages shall be subject to a commercially reasonable standard of advertising copy rejection and removal policies. All content provided by City shall be owned and belong exclusively to City; District shall not reproduce, sell, or give away any such content without the prior, written consent of City. City Messages shall appear on the MCC Billboards in the same manner as other copy.

c. Use and Assignment of City Space. In the event of City's nonuse of the City Space for any reason, such nonuse shall not (i) be a forfeiture or waiver of City's right to the City Space; or (ii) result in an accumulation of unused City Space that may be used at a later date. City may transfer or assign the City Space only with the prior, written consent of District, such as for purposes of messaging regarding programs, activities, events, or services of nonprofit organizations or other government agencies.

d. Modification. Upon mutual agreement of the Parties, the City Manager may, without further consent and approval of the City Council, modify the terms and conditions of Section 4.2 as is reasonably necessary to carry out the purposes of Section 4.2 provided that such modifications do not materially alter the terms and conditions of this Agreement.

4.3. Public Service Announcements. In addition to the City Space for City Messages required by Section 4.2, District shall make display time on the MCC Billboards available to City and other government agencies, at no cost to City or any other government agency, for the purpose of displaying public health, safety, and emergency announcements and alerts, including "Imminent Threat Alerts;" "AMBER Alerts;" announcements regarding traffic hazards, evacuation routes, or severe weather; and emergency, disaster, and public health communications ("PSAs"). District shall comply with Applicable Laws regarding public health, safety, and emergency announcements and alerts. District shall display PSAs at the interval and for the duration requested by City or the applicable government agency, which requested interval and duration shall be reasonable based on the characteristics and demands of the existing public health, safety, or emergency situation. Notwithstanding the foregoing sentence, in all cases, District is required to display PSAs only until the subject public health, safety, or emergency situation has passed. During the duration PSAs are required to be displayed, PSAs shall override other copy. The Parties shall provide to each other their current contact for purposes of coordinating PSAs and if the contact for a Party changes, the Party shall provide to the other Party the updated contact within ten (10) Business Days of the change occurring.

5. Exclusive Control of MCC Billboards; Restrictions on Use of MCC Billboards. The MCC Billboards, including the messaging displayed on the MCC Billboards, are under the exclusive control of District, except that District shall not use any of the display time on the MCC Billboards to advertise, announce, notify, or provide messaging regarding: tobacco; marijuana; e-cigarettes, smoking, vaping, any vaping device, vaping product, or vaping substance (each as defined in Mesa City Code Section 6-11-2); or any sexually oriented business including any adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, nude model studio, or sexual encounter center (each as defined in Mesa City Code Section 6-16-1).

6. Billboard Agreement. City acknowledges that District may, and intends to, enter a Billboard Agreement with a Billboard Operator (including the Ground Lease with Foundation), and

subsequently, the Billboard Operator may, and intends to, enter a sub-Billboard Agreement (including Foundation's contract with Becker Boards (or its successor or subsequent Billboard Operator)), to delegate some or all of District's obligations in this Agreement related to the design, development, maintenance, operation, or use of the MCC Billboards, including delegation of District's obligations in Sections 4.2 or 4.3. All Billboard Agreements shall: (A) require Billboard Operator to comply with this Agreement; (B) include terms and conditions identical to the terms and conditions in Exhibit B; (C) not contain any terms or conditions contradictory to the terms and conditions of this Agreement or in violation of Applicable Laws. In addition to the other requirements of this Section 6, District shall provide a copy of each Billboard Agreement and any amendments thereto to City within five (5) Business Days of all parties to the Billboard Agreement executing the Billboard Agreement or any amendments thereto. As set forth in Subsection 8.1(d), failure of a Billboard Operator to comply with, observe, or perform any covenant, obligation, or agreement that is required of District under this Agreement, including Sections 4.2 and 4.3, is a Default of District under this Agreement.

7. Coordination Efforts. Upon request of either Party, the Parties agree to discuss and coordinate regarding any issues related to this Agreement, the Required Program Agreement, an Administrator Agreement, or a Billboard Agreement.

8. Default; Notice and Cure; Remedies.

8.1. Default by District. "Default" by District under this Agreement will mean one or more of the following (subject to Section 8.3):

a. Any representation or warranty made in this Agreement by District was materially inaccurate when made or is proven to be materially inaccurate during the Term and has an adverse impact on City's or District's ability to perform under this Agreement.

b. District fails to comply with any of the requirements of Section 4 of this Agreement or fails to comply with any of the terms and conditions in the Required Program Agreement required by Subsection 4.1(b) of this Agreement.

c. District fails to comply with, observe, or perform any other covenant, obligation, or agreement required of it under this Agreement.

d. MCC, Foundation, Administrator, Billboard Operator, or third party fail to comply with, observe, or perform any covenant, obligation, or agreement that is required of District under this Agreement, including any covenant, obligation, or agreement that is required of District under this Agreement that is delegated to MCC, Foundation, Administrator, Billboard Operator, or third party.

8.2. Default by City. "Default" by City under this Agreement will mean one or more of the following (subject to Section 8.3):

a. Any representation or warranty made in this Agreement by City was materially inaccurate when made or is proven to be materially inaccurate during the Term and has an adverse impact on District's or City's ability to perform under this Agreement.

b. City fails to comply with, observe, or perform any other covenant, obligation, or agreement required of it under this Agreement.

8.3. Notice and Cure. Upon the occurrence of a Default by a Party, such Party will, upon written notice from the other Party, proceed immediately to cure or remedy such Default and, in any

event, such Default must be cured within thirty (30) days after receipt of such notice. Alternatively, if a Default is of a nature that it is not capable of being cured within thirty (30) days, the defaulting Party must commence work to cure such default within thirty (30) days after receipt of notice of the Default and must diligently pursue cure of the Default to completion, but such period of time to cure the Default shall not exceed ninety (90) days in total. Provided further, if District is working diligently and in good faith to cure a non-monetary Default, the City Manager, in the City Manager's sole discretion, may extend the period of time District has to cure the non-monetary Default for another ninety (90) days, however, in no event shall the overall period of time to cure the non-monetary Default exceed one hundred eighty (180) days.

8.4. Remedies for Default. Whenever a Default occurs and is not cured (or cure undertaken) by the defaulting Party in accordance with Section 8.3, the other Party may take any of one or more of the following actions:

8.4.1. Remedies for City. City's sole remedies for an uncured Default by District will consist of and will be limited to the following:

a. Special action or other similar relief (whether characterized as mandamus, injunction, or otherwise), requiring District to undertake and to fully and timely perform its obligations under this Agreement or to enjoin any activity undertaken by District which is not in accordance with the terms of this Agreement.

b. Any remedies available at law or in equity.

c. Billboards shall be a prohibited use on the Property and not allowed anywhere on the Property if a Default by District involves either (i) District failing to award and deliver Gross Revenue to Program Participants to be used for registration fees, tuition, and other student needs such as monetary stipends, transportation passes, book stipends, and food vouchers at MCC or other accredited colleges of District, and such failure lasts for a period of one (1) year or more; or (ii) MCC, Foundation, Administrator, Billboard Operator, or third party failing to comply with, observe, or perform any covenant, obligation, or agreement that is required of District under this Agreement, including any covenant, obligation, or agreement that is required of District under this Agreement that is delegated to MCC, Foundation, Administrator, Billboard Operator, or third party.

8.4.2. Remedies for District. District's sole remedies for an uncured Default by City will consist of and will be limited to the following:

a. Special action or other similar relief (whether characterized as mandamus, injunction, or otherwise), requiring City to undertake and to fully and timely perform its obligations under this Agreement or to enjoin any activity undertaken by City which is not in accordance with the terms of this Agreement.

b. Any remedies available at law or in equity.

9. General Provisions.

9.1. Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (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 shall be in writing and shall be deemed to have been duly given if (a)

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; or (c) given to a recognized and reputable overnight delivery service, to the Party at the address set forth below. The recipients and addresses set forth in this Section 9.2 may be modified by a Party at any time by such Party designating in writing by notice duly given pursuant to this Section 9.2. Additionally, as a courtesy, the Parties may send copies of notices provided under this Section 9.2 to the email addresses (if any) provided below; the email notices shall only be a courtesy and the failure to provide copies of any notice by email shall not affect the effectiveness of the notice.

City: City of Mesa
20 East Main Street, Suite 750
Mesa, Arizona 85201
Attn: City Manager
Courtesy Email: andrea.alicoate@mesaaz.gov

With a copy to: Mesa City Attorney's Office
20 East Main Street, Suite 850
Mesa, Arizona 85201
Attn: City Attorney
Courtesy Email: attorney.info@mesaaz.gov

District: Maricopa County Community College District
2411 West 14th Street
Tempe, Arizona 85201
Attn: Lee Ann Bohn, Chief Operating Officer
Courtesy Email: lee.ann.bohn@domail.maricopa.edu

With a copy to: Maricopa County Community College District Office of General Counsel
2411 West 14th Street
Tempe, Arizona 85201
Attn: Janice Falkenberg, General Counsel
Courtesy Emails: janice.falkenberg@domail.maricopa.edu;
contracts@domail.maricopa.edu

With a copy to: Maricopa County Community College District Foundation
2419 West 14th Street
Tempe, Arizona 85281
Attn: Brian Spicker, President and CEO
Courtesy Email: brian.spicker@domail.maricopa.edu

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.

9.3. Delegation; Assignment.

9.3.1. Delegation of District's Obligations. District, without further consent of City, may delegate its obligations in this Agreement as set forth in Subsection 4.1(f) and Section 6. Specifically, District may (a) enter an Administrator Agreement with an Administrator (including a Required Program Agreement with Foundation) to delegate some or all of District's obligations in Section 4.1; and (b) enter a Billboard Agreement with a Billboard Operator (including the Ground Lease with Foundation), and subsequently, the Billboard Operator may enter a sub-Billboard Agreement (including Foundation's contract with Becker Boards (or its successor or subsequent Billboard Operator)), to delegate some or all of District's obligations in this Agreement related to the design, development, maintenance, operation, or use of the MCC Billboards, including delegation of District's obligations in Sections 4.2 or 4.3. Delegation shall not absolve District of its obligations or liabilities under this Agreement; if District delegates its obligations, District shall remain solely responsible for its obligations and liabilities under this Agreement.

9.3.2. Assignment. Without limiting District's ability to delegate obligations as set forth in Section 9.3.1, neither Party shall assign any of its rights under this Agreement, either in whole or in part, without receiving the prior, written consent of the other Party. Any attempted assignment by either Party, either in whole or in part, without such prior, written consent will be null and void.

9.4. Duties and Obligations Run With and Bind the Property; Third Parties Take Subject to this Agreement. This Agreement shall be recorded on the Property and the obligations set forth in this Agreement are covenants running with the Property that are binding and enforceable upon District, MCC, Foundation, Administrators, Billboard Operators, and their respective heirs, executors, successors, and assigns. Additionally, the obligations set forth in this Agreement are covenants running with the Property that are binding and enforceable upon all third parties, lessees, licensees, sublessees, sublicensees, and contractors and subcontractors who are delegates of any of District's obligations in this Agreement, who have any right regarding any portion of the Property, whether exclusive or non-exclusive, or who operate or use the MCC Billboards. For the avoidance of doubt, all design, development, maintenance, operation, and use of the MCC Billboards, and all use, distribution, and management of the Gross Revenue, whether undertaken by District, MCC, Foundation, Administrator, Billboard Operator, or a third party shall be undertaken in compliance with this Agreement and Applicable Laws.

9.5. Indemnification; Challenge to Restrictions on Use of MCC Billboards.

9.5.1. Indemnification. City agrees to defend, indemnify, and hold harmless only District, MCC, and Foundation from and against only claims, suits, and demands of third parties, except for claims, suits, or demands of any Billboard Operator, that specifically challenge (a) a City Message displayed in the City Space on an MCC Billboard; or (b) a PSA displayed at the request of City on an MCC Billboard. In the event City becomes obligated to defend, indemnify, or hold harmless as set forth in this Section 9.5.1, City may, in its sole discretion and without further consent or approval of the City Council or District, MCC, or Foundation, or their applicable governing boards or bodies, modify the language in this Agreement to resolve the claim, suit, or demand provided that the modification does not create a new obligation for District, MCC, or Foundation.

9.5.2. Challenge to Restrictions on Use of MCC Billboards. In the event a claim, suit, or demand challenges a restriction on the use of display time on an MCC Billboard explicitly listed in and required by Section 5 of this Agreement or Section 6 of Exhibit B to this Agreement, the Parties shall meet and negotiate in good faith to modify the language in Section 5 of this Agreement and Section 6 of Exhibit B to this Agreement to resolve the claim, suit, or demand. The language in Section 5 of this Agreement and Section 6 of Exhibit B to this Agreement may only be modified upon the

agreement of the Parties, each in their sole discretion; further consent and approval of the City Council or District's applicable governing board or body shall not be required to modify the language in Section 5 of this Agreement or Section 6 of Exhibit B to this Agreement for purposes of resolving a claim, suit, or demand. If the Parties do not agree to modify the language in Section 5 of this Agreement or Section 6 of Exhibit B to this Agreement such that the claim, suit, or demand is resolved, the reasonable attorneys' fees and costs incurred in defense of the subject claim, suit, or demand shall be paid for with Gross Revenue, and shall not be considered Necessary Expenses and shall not be counted against the maximum amount of Gross Revenue that may be used for Necessary Expenses.

9.6. Amendments. Except as set forth in Subsections 4.1(b)(i) and 4.2(d), any change, addition, or deletion to this Agreement requires a written amendment executed by both Parties and approved in accordance with the policies and procedures of both Parties, which may include approval by the City Council. Such amendment shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution by the Parties.

9.7. Legal Nonconforming Use. If, subsequent to the Effective Date, the City Council, in its sole and absolute discretion, amends the Zoning Ordinance such that Billboards are prohibited on the Property, any existing Billboard on the Property that was previously approved through an approved Billboard Overlay District in compliance with Chapter 25 of the Zoning Ordinance will become a legal nonconforming use provided the Billboard meets the requirements for legal nonconforming uses in the Zoning Ordinance.

9.8. Force Majeure in Performance for Causes Beyond Control of Party. Neither City nor District, as the case may be, will be considered not to have performed its obligations under this Agreement in the event of force majeure ("Force Majeure") due to causes beyond its control and without its fault, negligence, or failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), a Public Health Event, strikes, embargoes, labor disputes, fires, floods, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Property (whether permanent or temporary) by any public, quasi-public, or private entity. In no event will Force Majeure include any delay resulting from general economic or market conditions or unavailability for any reason of particular contractors, subcontractors, vendors, investors, or lenders desired by District in connection with the design, development, maintenance, operation, or use of the MCC Billboards, it being agreed that District will bear all risks of delay which are not Force Majeure. In the event of the occurrence of any such Force Majeure, the time or times for performance of the obligations of the Party claiming delay will be extended for a period of the Force Majeure; provided that the Party seeking the benefit of the provisions of this Section 9.8, within five (5) Business Days after such event, must notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Force Majeure.

For purposes of this Section 9.8, "Public Health Event" is any one or more of the following but only if and as declared by an applicable governmental authority (or its designee): epidemics; pandemics; plagues; viral, bacterial, or infectious disease outbreaks; public health crises; national health or medical emergencies; governmental restrictions on the provision of goods or services or on citizen liberties, including travel, movement, gathering, or other activities, in each case arising in

connection with any of the foregoing, and including governmentally-mandated closure, quarantine, "stay-at-home," "shelter-in-place," or similar orders or restrictions; or workforce shortages or disruptions of material or supply chains resulting from any of the foregoing.

9.9. 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.*), the Parties shall use all and best faith efforts to modify this Agreement so as to fulfill each Party's rights and obligations in this Agreement while resolving the violation with the Attorney General. If within thirty (30) days of notice from the Attorney General pursuant to and under the provisions of A.R.S. § 41-194.01(B)(1), the Parties cannot agree to modify this Agreement so as to resolve the violation with the Attorney General, this Agreement shall automatically terminate at midnight on the thirtieth (30th) day after receiving such notice from the Attorney General, and upon such termination the Parties shall have no further obligations under this Agreement. Additionally, if the Attorney General determines that this Agreement may violate a provision of state law or the Constitution of Arizona under A.R.S. § 41-194.01(B)(2), and the Arizona Supreme Court requires the posting of a bond under A.R.S. § 41-194.01(B)(2), City shall be entitled to terminate this Agreement, except if District posts such bond, if required; and provided further, that if the Arizona Supreme Court, determines that this Agreement violates any provision of state law or the Constitution of Arizona, either Party may terminate this Agreement and the Parties shall have no further rights, interests, or obligations in this Agreement or claim against the other Party for a breach or default under this Agreement. The computation of time set forth in Section 9.16 shall be superseded by the computation of time utilized by the Arizona Attorney General's Office for alleged violations of A.R.S. § 41-194.01.

9.10. Good Standing; Authority. Each Party represents and warrants that it is duly formed and a political subdivision of Arizona with respect to District and 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.

9.11. 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. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

9.12. 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 condition 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.

9.13. 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.

9.14. 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 purpose of this Agreement.

9.15. 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.

9.16. Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last 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" is a City business day which is any day Monday through Thursday except for a legal holiday.

9.17. Conflict of Interest. Pursuant to A.R.S. § 38-503 and A.R.S. § 38-511, no member, official, or employee of City or District 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.

9.18. Entire Agreement. This Agreement, together with the Recitals (which are incorporated herein by reference), and the Exhibits attached hereto (which are incorporated herein by reference), constitute the entire agreement between the Parties. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

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

9.20. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction or is construed as requiring City to do any act in violation of any applicable law, including any constitutional provision, law, regulation, City Code, or City Charter, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible under Applicable Laws in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits to the Parties as if such severance and reformation were not required. Unless prohibited by any Applicable Laws, the Parties further shall perform all acts and execute, acknowledge, or deliver all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

9.21. Proposition 207 Waiver. District 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 and conditions of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the termination of this Agreement.

9.22. Priority of Documents. If a conflict exists between any provision of this Agreement and any provision of a separate agreement between the Parties, including the MCP Program Agreement, an Alternative Program Agreement, the Required Program Agreement, or any provision of an Administrator Agreement or Billboard Agreement, the provisions of this Agreement shall prevail and control.

[SIGNATURES OF THE PARTIES AND ACKNOWLEDGMENT BY FOUNDATION
APPEAR ON THE FOLLOWING THREE (3) PAGES]

"DISTRICT"

[Signature]

By: LEA ANN BOHNS

Its: CHIEF OPERATING OFFICER

Date: 12/5/2024

STATE OF)
)
COUNTY OF)

ss.

The foregoing instrument was acknowledged before me, a notary public, this 5th day of December, 2024, by Michelle Crowley, as Sr. Executive Assistant of Office of Legal Counsel, a department of MCCC, who acknowledged that he/she signed the foregoing instrument on behalf of District.

Michelle J. Crowley
Notary Public

My Commission Expires:
May 4, 2027



ACKNOWLEDGMENT BY FOUNDATION

BY THE BELOW SIGNATURE, the Maricopa County Community College District Foundation, an Arizona nonprofit corporation, acknowledges that it has received a copy of the Intergovernmental and Development Agreement (DA24-00035) between the City of Mesa and Maricopa County Community College District and has carefully read and is familiar with the terms and conditions of the Intergovernmental and Development Agreement, including the terms and conditions related to design, development, maintenance, operation, and use of the MCC Billboards; use, distribution, and management of the Gross Revenue; Required Program Agreement; Administrator Agreements; and Billboard Agreements. The Maricopa County Community College District Foundation further acknowledges and agrees to enter an Administrator Agreement with District (which may be the Required Program Agreement) and a Billboard Agreement with District (which may be the Ground Lease) and will accept the delegation of certain obligations of District under the Intergovernmental and Development Agreement, as allowed by Intergovernmental and Development Agreement.

**MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT FOUNDATION**



By: Brian Spicker

Its: President & CEO

Date: 12/5/2024

EXHIBIT A TO THE INTERGOVERNMENTAL AND DEVELOPMENT AGREEMENT

Legal Description and Depiction of the Property

Parcel No. 1 (APN 134-26-779):

The South half of the South half of the Northwest quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion described as follows:

Beginning at the West quarter corner of said Section 32;

Thence North 00 degrees 18 minutes 27 seconds East along the West line of said Section 32 a distance of 650.00 feet;

Thence South 89 degrees 41 minutes 33 seconds East 55.00 feet;

Thence South 06 degrees 38 minutes 51 seconds East 231.21 feet;

Thence North 89 degrees 58 minutes 09 seconds East 567.93 feet;

Thence South 79 degrees 10 minutes 50 seconds East 610.92 feet;

Thence South 84 degrees 53 minutes 16 seconds East 502.02 feet;

Thence North 89 degrees 58 minutes 10 seconds East 896.07 feet;

Thence South 00 degrees 26 minutes 07 seconds West 260.07 feet to the East-West mid-Section line of said Section 32;

Thence South 89 degrees 58 minutes 15 seconds West along said East-West mid-Section line a distance of 2647.36 feet to the POINT OF BEGINNING; and

EXCEPT any portion within the following:

COMMENCING at a brass cap marking the West quarter corner of said Section 32 from which a brass cap in hand hole marking the Northwest quarter corner of said Section 32 bears North 00 degrees 15 minutes 35 seconds East 2636.15 feet;

Thence along the West line of said Section 32, also being the median construction and survey centerline of Dobson Road North 00 degrees 15 minutes 35 seconds East 550.62 feet;

Thence leaving said West line South 89 degrees 44 minutes 25 seconds East 67.13 feet to the existing East right-of-way line of Dobson Road and the POINT OF BEGINNING;

Thence along said existing right-of-way line North 06 degrees 41 minutes 49 seconds West 100.12 feet;

Thence continuing along said existing right-of-way line North 00 degrees 15 minutes 35 seconds East 167.10 feet;

Thence leaving said existing right-of-way line South 89 degrees 44 minutes 25 seconds East 5.70 feet;

Thence South 01 degrees 07 minutes 18 seconds East 266.56 feet to the POINT OF BEGINNING.

Parcel No. 2 (APN 134-26-767C):

The North half of the Northwest quarter and the North half of the South half of the Northwest quarter of Section 32, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that certain ditch known as Rogers Sub-lateral of Mesa Canal commencing at a point 38 feet South of a point on the North line of said Section which is 30 feet West of the Northeast corner thereof; Thence South 89 degrees 36 minutes 00 seconds West 2643.20 feet to a point which is 31 feet South and 22 feet West of the North quarter corner of said Section, conveyed to the United States of America by that certain Deed recorded in Book 110 of Deeds, Page 452, records of Maricopa County, Arizona.

EXCEPT that portion described as follows:

COMMENCING at the Northwest corner of Section 32;

Thence South along the West line of Section 32 a distance of 1151.25 feet;

Thence East 55.00 feet to the POINT OF BEGINNING;

Thence South 13 degrees 47 minutes 22 seconds East 40.03 feet;

Thence East 3.92 feet;

Thence South 55.00 feet;

Thence West 2.95 feet;

Thence South 25.97 feet;

Thence South 08 degrees 52 minutes 32 seconds West 68.09 feet;

then North along the East right-of-way line of South Dobson Road 187.13 feet to the POINT OF BEGINNING; and

EXCEPT any portion within the following:

COMMENCING at a brass cap marking the West quarter corner of said Section 32 from which a brass cap in hand hole marking the Northwest quarter corner of said Section 32 bears North 00 degrees 15 minutes 35 seconds East 2636.15 feet;

Thence along the West line of said Section 32, also being the median construction and survey centerline of Dobson Road, North 00 degrees 15 minutes 35 seconds East 550.62 feet;

Thence leaving said West line South. 89 degrees 44 minutes 25 seconds East 67.13 feet to the existing East right-of-way line of Dobson Road and the POINT OF BEGINNING;

Thence along said existing right-of-way line North 06 degrees 41 minutes 49 seconds West 100.12 feet;

Thence continuing along said existing right-of-way line North 00 degrees 15 minutes 35 seconds East 167.10 feet;

Thence leaving said existing right-of-way line South 89 degrees 44 minutes 25 seconds East 5.70 feet;

Thence South 01 degrees 07 minutes 18 seconds East 266.56 feet to the POINT OF BEGINNING;

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Sycamore

W Southern Ave

S Dobson Rd

APN: 134-26-767C

APN: 134-26-779



0 500 1,000
Feet

Map created by Engineering GIS DATE SAVED: 1/23/2024 File: M:\Project_E\Drawings\Exhibit_A\Map\Map.aprx

Exhibit A Depiction of the Property to the Intergovernmental and Development Agreement.

The City of Mesa makes no claims concerning the accuracy of the data on this product nor assumes any liability from the use of the information herein. Copyright 1988, 2024 City of Mesa, Arizona. NAD_1983_HARN_StatePlane_Arizona_Central_FIPS_0202_Feet_Intl

EXHIBIT B TO THE INTERGOVERNMENTAL AND DEVELOPMENT AGREEMENT
Minimum Required Provisions for Billboard Agreement

Each Billboard Agreement must include, at a minimum, the provisions in this Exhibit B. The capitalized terms used in this Exhibit B are as defined in the Intergovernmental and Development Agreement between the City of Mesa and the Maricopa County Community College District regarding the MCC Billboards on the Property, to which this Exhibit B is attached.

1. All design, development, maintenance, operation, and use of the MCC Billboards, including associated costs and expenses shall comply with the Agreement and Applicable Laws. All Applicable Laws in effect at the time of development or any future redevelopment of any portion of the MCC Billboards shall apply to such development or future redevelopment of the MCC Billboards. Billboard Operator shall obtain all applicable permits and pay all applicable fees related to the development and construction of the MCC Billboards. In addition to the other requirements of this Section 1, the MCC Billboards shall (A) be electronic Billboards; (B) have a maximum of two (2) sign faces each; and (C) be back-to-back or "V" shaped Billboards
2. Billboard Operator shall provide to City, at no cost to City, one eight (8) second spot of display time during every sixty-four (64) second loop of display time on at least one (1) face on each of the MCC Billboards; notwithstanding the foregoing phrase, the display time on the MCC Billboards provided to City shall be the equivalent of at least 6.25% of the total display time on the MCC Billboards over each one-hour period ("City Space"). For purposes of calculating the City Space, the total display time shall be the collective total of the display time on every face on the MCC Billboards.
3. City may use the City Space to advertise, announce, notify, or message regarding any aspect of City business, including City services, City programs, City initiatives, City-sponsored or City-supported events, and events at City facilities ("City Messages"). Proposed copy for City Messages shall be subject to a commercially reasonable standard of advertising copy rejection and removal policies. All content provided by City shall be owned and belong exclusively to City; Billboard Operator shall not reproduce, sell, or give away any such content without the prior, written consent of City. City Messages shall appear on the MCC Billboards in the same manner as other copy.
4. In the event of City's nonuse of the City Space for any reason, such nonuse shall not (i) be a forfeiture or waiver of City's right to the City Space; or (ii) result in an accumulation of unused City Space that may be used at a later date. City may transfer or assign the City Space with the prior, written consent of District, such as for purposes of messaging regarding programs, activities, events, or services of nonprofit organizations or other government agencies.
5. In addition to the City Space for City Messages required by Section 4, Billboard Operator shall make display time on the MCC Billboards available to City and other government agencies, at no cost to City or any other government agency, for the purpose of displaying public health, safety, and emergency announcements and alerts, including "Imminent Threat Alerts;" "AMBER Alerts;" announcements regarding traffic hazards, evacuation routes, or severe weather; and emergency, disaster, and public health communications ("PSAs"). Billboard Operator shall comply with Applicable Laws regarding public health, safety, and emergency announcements and alerts. Billboard Operator shall display PSAs at the interval and for the duration requested by City

or the applicable government agency, which requested interval and duration shall be reasonable based on the characteristics and demands of the existing public health, safety, or emergency situation. Notwithstanding the foregoing sentence, in all cases, Billboard Operator is required to display PSAs only until the subject public health, safety, or emergency situation has passed. During the duration PSAs are required to be displayed, PSAs shall override other copy.

6. Billboard Operator shall not use any of the display time on the MCC Billboards to advertise, announce, notify, or provide messaging regarding: tobacco; marijuana; e-cigarettes, smoking, vaping, any vaping device, vaping product, or vaping substance (each as defined in Mesa City Code Section 6-11-2); or any sexually oriented business, including any adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, nude model studio, or sexual encounter center (each as defined in Mesa City Code Section 6-16-1).