

WHEN RECORDED RETURN TO:

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
DA25-00036

This Amended and Restated Development Agreement (this "Agreement") is entered into the _____ day of _____, 20, and is between Germaine RV, LLC, an Arizona limited liability corporation ("Germaine RV"), Monty R Germaine and Debora L Germaine Trust (the "Germaine Trust"), an Arizona trust (individually an "Owner" and collectively, "Owners") and the CITY OF MESA, an Arizona municipal corporation ("City"). Owner and City are collectively referred to herein as the "Parties," or individually as a "Party."

RECITALS:

- A. Whereas, Roger D. Overson ("Overson" who is the owner under the 2018 Development Agreement), owned approximately 16.3 acres of real property located on the southwest corner of East Main Street and the Loop 202 Red Mountain Freeway, Mesa, Arizona, as legally described in Exhibit A and depicted in Exhibit B (collectively, the "Property").
- B. Whereas, in 2018 Overson submitted an application to rezone the Property from GC and RS-43 to GC-PAD, and site plan approval (the "2018 Site Plan") (zoning case ZON17-00323") in order to develop an RV dealership and RV storage facility. Specifically, Owner planned to develop an RV storage facility on APN 218-41-280E and 218-41-278B and 10,900 square feet of office and RV service with no more than three (3) restrooms on a portion of APN 218-41-280F.
- C. Whereas, in conjunction with the development of the Property, Overson and City entered into a development agreement to allow the office to be served by a Septic System.
- D. Whereas, Overson sold to Germaine Trust the portion of the Property located with APN 218-41-280J and labeled as Phase 1 Property on Exhibit B (the "Phase 1 Property") and the portion of the Property

with APN 218-41-280H and labeled as Phase 2 Property on Exhibit B (the “Phase 2 Property”); and sold to Germaine RV the portion of the Property with APN 218-41-280G and labeled as Phase 3 Property on Exhibit B (the “Phase 3 Property”).

- E. Whereas, Germaine Trust and Germaine RV, the new Owners, have submitted an application to rezone the Property from GC-PAD to GC with a new Planned Area Development overlay, Council Use Permit to allow a Boat and RV Storage facility, and Site Plan Modification (ZON24-00525). The rezoning will allow a 27,000 square foot Boat and RV Storage building with 11 toilets (collectively, the “Building”) to develop on the Phase 3 Property, as shown on the site plan attached as Exhibit C (the “2024 Site Plan”). The Phase 3 Property is the same area depicted on the 2018 Site Plan as the RV Parking Area.
- F. The 2024 Site Plan shows the RV storage facility (the “RV Storage”) that was built on the Phase 1 Property (formerly APN 218-41-280E and 218-41-278B) and the 10,900 square feet of office and RV service with no more than three (3) restrooms (the “Office”) that was built on the Phase 2 Property (formerly a portion of APN 218-41-280F).
- G. Whereas, each Owner as part of the development and operation of their portion of the Property is required by Mesa City Code to install onsite and offsite improvements, including extending water and sewer lines adjacent to their portion of the Property.
- H. Whereas, City has found the same special conditions associated with the Office apply to the Building including its size and minimal demand for wastewater services; the nearest suitable and existing wastewater main is located on Broadway Road, at Glenmar, a linear distance of approximately 3,200 feet from the Property; and the limited availability of future customers along the alignment.
- I. Whereas, because of these special conditions, and the associated impairment on the ability to develop the Property, City has determined that connecting the Property to the municipal wastewater system, at this time, is not in the best interest of the Parties.
- J. Whereas, the Parties desire to enter into this Amended and Restated Agreement for the purpose of allowing the Building on the Phase 3 Property and the Office on the Phase 2 Property each to be served by Septic, limiting the land uses permitted on the Property and for the purpose of deferring sewer improvements associated with the Office and the Building 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. Owner's Duties and Obligations. Each Owner, and each of its successors and assigns agree that the obligations set forth in this Agreement are covenants running with the land that are binding and enforceable upon each Owner, and its successors and assigns.

1.1 Prohibited Uses. The uses listed below (as set forth in the Mesa Zoning Ordinance) shall be prohibited on any portion of the Property that is located six-hundred feet or more from the Main Street right-of-way.

- Group Housing
- Automobile Rentals
- Automobile/Vehicle Sales and Leasing
- Automobile/Vehicle Repair, Major
- Automobile/Vehicle Service and Repair, Minor
- Large Vehicle and Equipment Sales, Services, and Rental
- Banquet and Conference Center
- Building Materials and Services
- Commercial Recreation Small-Scale
- Commercial Recreation Large-Scale
- Restaurants with Drive-Thru Facilities
- Restaurants with Live Entertainment
- Maintenance and Repair Services
- Funeral Parlors and Mortuaries (including Accessory Crematorium)
- Hotels and Motels
- Light Fleet-Based Services
- Handicraft/Custom Manufacturing
- Light Assembly/Cabinetry
- Research and Development
- Reverse Vending Machine
- Small Indoor Collection Facility
- Transportation Passenger Terminals
- Utilities, Minor
- Heliports

To the extent there is a disagreement between City and an Owner (or Owners) as to

whether a use is allowed or permitted, such determination shall be submitted to the City's Zoning Administrator, who shall determine whether a proposed use is a prohibited use under this section of the Agreement, and such a decision shall be final and not subject to appeal.

1.2 Compliance with City Requirements. As part of the development of the Property, each Owner agrees to comply with all Mesa City Code requirements to the extent not specifically modified by this Agreement, including but not limited to, completion of street improvements, water line extensions, and all other on-site and off-site improvements. This Agreement provides for deferment of the extension of the sewer line as set forth herein.

1.3 On-Site Wastewater Treatment. In lieu of extending the sewer lines and connecting to the City system, Owner may install, and their portion of the Property may be served by, a fully contained on-site wastewater treatment system ("Septic") as follows:

- A. **Septic to Serve the Office on the Phase 2 Property.** Owner of the Phase 2 Property may install Septic on the Phase 2 Property to serve the Office.
- B. **Septic to Serve the Building on the Phase 3 Property.** Owner of the Phase 3 Property may install Septic on the Phase 3 Property to serve the Building.

Except for these two Septics, no other Septic is permitted on the Property. Owner of each Septic must permit, install, and maintain the Septic on its property in full conformance with the requirements of the Maricopa County Health Services Department. Each Owner acknowledges and agrees that, in the future, if the Septic on their portion of the Property fails and requires replacement, City may completely terminate the deferment and without further notice, require that Owner (the Owner of the portion of the Property with the failed Septic) to extend the sewer line and connect to the City's sewer system. If an Owner is required to extend the sewer line and connect to City's sewer system, the Owner must comply with Mesa City Code and any other City regulations that apply, including payment of all applicable fees and charges associated with such connection. Thereafter, City will provide wastewater service to the portion of the Property that connected to City's sewer system.

1.4 Limited Use of the Property. Each Owner acknowledges and agrees that the deferment of the requirement to extend and connect to the City's sewer system, and the ability to serve the wastewater needs of the Office and the Building via Septic is contingent on the Office having no more than 10,900 square feet of office space with no more than three (3) restrooms and the Building having no more 27,000 square feet with no more than eleven (11) toilets with the remainder of the Property (the Phase 1 Property), being used as RV Storage not generating wastewater, all as shown on the 2024 Site Plan.

Each Owner further acknowledges and agrees that City may completely terminate the deferment and without further notice, require an Owner to extend the sewer line, connect to City's sewer system, and serve the wastewater needs of the Property via City's wastewater service if that Owner causes any of the following to occur:

- The size of the Office or the number of restrooms associated with the Office increases or expands;
- The size of the Building increases or expands and such increase or expansion requires a major site plan modification under the Zoning Ordinance;
- The number of toilets associated with the Building increases or expands;
- The RV Storage expands and substantively increases the wastewater volume;
- Any alternative use of the Property or any portion thereof;
- Any change in use that is a more intense use of the Property or any portion thereof; or
- Any use that creates a substantive increase in wastewater volume.

If Owner is required to extend the sewer line and connect to the City's sewer system, Owner further acknowledges and agrees that Owner must comply with Mesa City Code and any other City regulations that apply, including payment of all applicable fees and charges associated with such connection. Thereafter, City will provide wastewater service to the Property.

1.5 Future Availability of Sewer Service to the Property. Each Owner further acknowledges and agrees that upon City providing written notice to Owner that City sewer service is available at the Property, Owner will connect to City's wastewater system and stop using Septic within sixty (60) days from the date Owner receives such notice. If Owner is required to connect their portion of the Property to City's sewer system, Owner further acknowledges and agrees that Owner must comply with Mesa City Code and any other City regulations that apply, including payment of all applicable fees and charges associated with such connection. Thereafter, City will provide wastewater service to the Property.

1.6 Additional Obligation Phase 3 Property – Installation of Dry Service Stub Out. In addition to designing and installing on the Phase 3 Property all onsite plumbing including, without limitation, the Septic and dry sewer building lines, in a manner that facilitates the future connection of the Building with City's sanitary sewer system once sewer service is available, Owner of the Phase 3 Property must install a dry service stub out to Main Street. Additionally, in order for City to locate the service end for future connection of the Building to City's sanitary sewer, Owner of the Phase 3 Property acknowledges and agrees that as part of the permitting process for the Building, Owner will submit to City for City approval the construction documents for the Building (collectively the "Construction Documents"). Construction Documents include, but are not limited to, the construction callouts describing the end of the service line consistent with City of Mesa Engineering Standards (including, without limitation, the

location, which must be immediately adjacent to the right-of-way for the street and compatible with the proposed depth of the sewer service connection). In addition, the service end must be installed in accordance with the approved Construction Documents and be marked with an electronic marker per MAG Standard Detail 440-1.

2. City's Deferral and Notice of Availability of Sewer Service. City agrees to the deferral of the extension of the wastewater collection system as set forth herein. City will provide written notice to each Owner if City sewer service becomes available at the Property.

3. Term/Termination. This Agreement shall become effective on the date recorded and shall continue in full force and shall automatically terminate upon the earlier of: (i) termination by the mutual written consent of both Owners and City pursuant to this Agreement (ii) the effective date of Council approved re-zoning that is in conflict with this Agreement, or (iii) fifty years from the approval date of this Agreement.

4. General Provisions.

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

4.2 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 set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

The City:	City of Mesa 20 East Main Street, Suite 750 Mesa, Arizona 85211 Facsimile: 480-644-2175 Attn: City Manager
With copy to:	Mesa City Attorney's Office 20 East Main Street, Suite 850 Mesa, Arizona 85211 Facsimile: 480-644-2498 Attn: City Attorney
Germaine RV:	2145 East Main Street Mesa, Arizona 85213

Germaine Trust: 2145 East Main Street
Mesa, Arizona 85213

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) 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 above 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.

4.3 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.

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

4.5 Remedy/Equitable Relief. The Parties agree that damages alone are not an adequate remedy for the breach of any provision of this Agreement. In the

event Owner fails to perform or fails to otherwise act in accordance with any term or provision hereof City shall be entitled to immediately seek enforcement of this Agreement by means of specific performance, injunction or other equitable relief, without any requirement to post a bond or other security. The specific performance remedy provided in this section 4.5 shall be cumulative relief and shall not be a limitation on the City's other remedies, including the right to seek contract damages hereunder.

Additionally, City reserves the right to withhold any City permits or approvals Owner may need to in order to develop the Property and may revoke any City approval, permit, or certificate of occupancy if Owner allows any of the prohibited uses listed in section 2.1 to operate on the Property.

4.6 Good Standing; Authority. Each Party represents and warrants that it is a duly formed and legally valid existing entity under the laws of the State of Arizona with respect to Owner, or a municipal corporation within 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.

4.7 Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties, and all of their successors in interest and assigns.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day that 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 herein.

4.13 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.

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

Exhibit A: Legal Description of the Property
Exhibit B: Depiction of the Property
Exhibit C: 2024 Site Plan

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

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

4.16 Severability. If any provisions of this Agreement are declared void or unenforceable, such provisions shall be severed from this Agreement, which shall otherwise remain in full force and effect.

4.17 Proposition 207 Waiver. Developer 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 the 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.

4.18 E-Verify. To the extent applicable under A.R.S. § 41-4401 and A.R.S. § 23-214, Owner represents and warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance

with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. City retains the legal right to randomly inspect the papers and records of any employee who works under this Agreement to ensure compliance with the above-mentioned laws.

4.19 Prior Appropriation. Pursuant to A.R.S. § 42-17106, City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. City represents that it intends to pay all monies due under this Agreement if such funds have been legally appropriated. City agrees to actively request funding for future fiscal periods in order to satisfy the terms of this Agreement. However, in the event that an appropriation is not granted and operating funds are not otherwise legally available to pay the monies due or to become due under this Agreement, City shall have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide a minimum of thirty (30) calendar days' advance written notice of its intent to terminate.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING THREE PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above:

“City”

CITY OF MESA, an Arizona
municipal corporation

By: _____
Scott Butler, 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 for the CITY OF MESA, an Arizona municipal corporation.

Notary Public

My Commission Expires:

“Owner”

Germaine RV, LLC, an Arizona limited liability corporation

By: _____
Name/Title

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of Germaine RV, LLC, an Arizona limited liability corporation, who acknowledged that he/she signed the foregoing instrument on behalf of Owner (Germaine RV, LLC).

Notary Public

My commission expires:

“Owner”

Monty R Germaine and Debora L Germaine
Trust, an Arizona trust

By: _____
Name/Title

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of the Monty R Germaine and Debora L Germaine Trust, an Arizona trust, who acknowledged that he/she signed the foregoing instrument on behalf of Owner (Monty R Germaine and Debora L Germaine Trust).

Notary Public

My commission expires:

EXHIBIT A
TO DEVELOPMENT AGREEMENT

(Legal Description of the Property)

Exhibit A

PARCEL 1:

Lot 1 on that certain plat of survey entitled "Minor Land Division-RV Renovators", recorded in the office of the County Recorder, Maricopa County, Arizona in Book 1620 of Maps, page 21.

PARCEL 2:

Lot 2 on that certain plat of survey entitled "Minor Land Division-RV Renovators", recorded in the office of the County Recorder, Maricopa County, Arizona in Book 1620 of Maps, page 21.

PARCEL 3:

Lot 3 on that certain plat of survey entitled "Minor Land Division-RV Renovators", recorded in the office of the County Recorder, Maricopa County, Arizona in Book 1620 of Maps, page 21.

EXHIBIT B
TO DEVELOPMENT AGREEMENT

(Depiction of the Property)

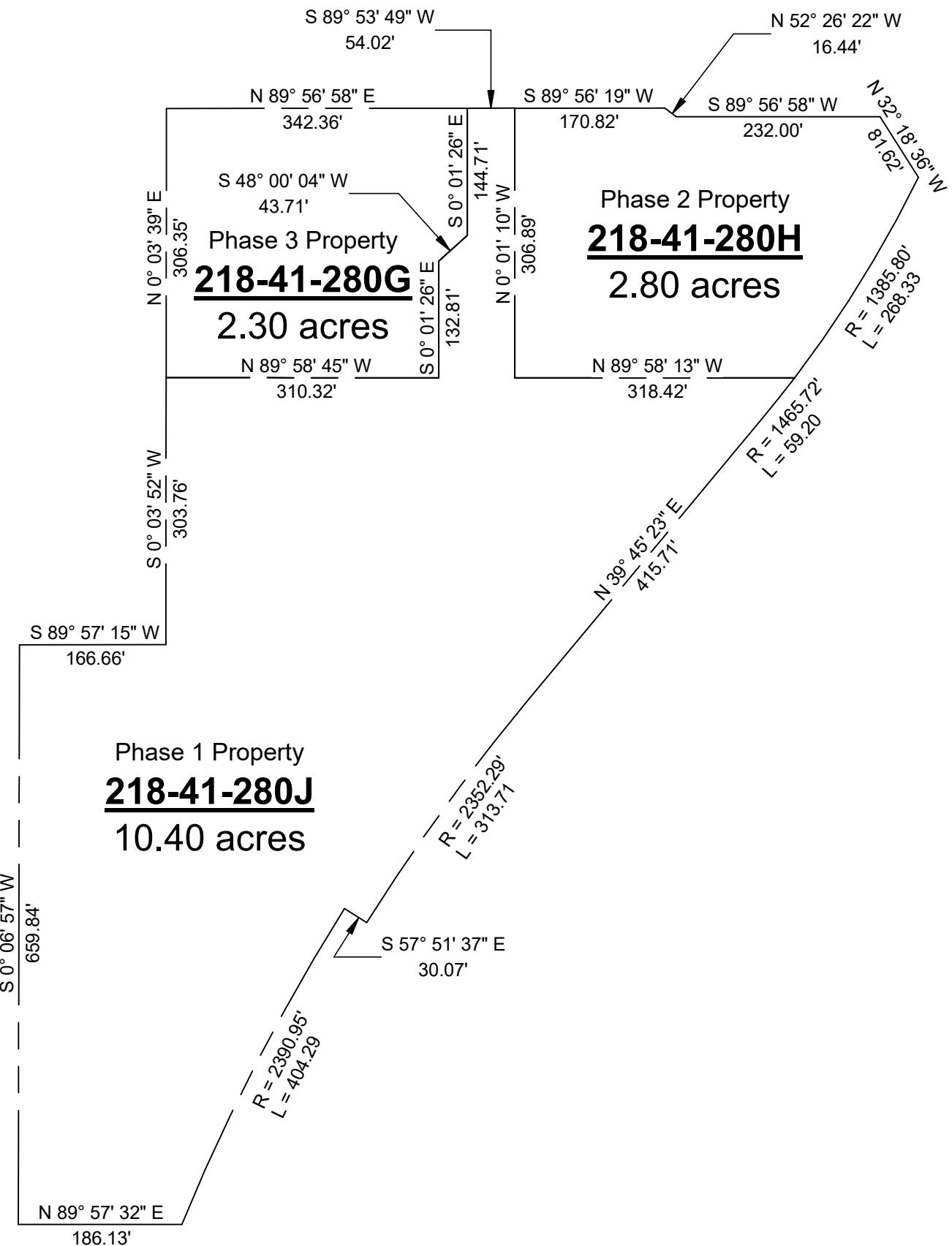
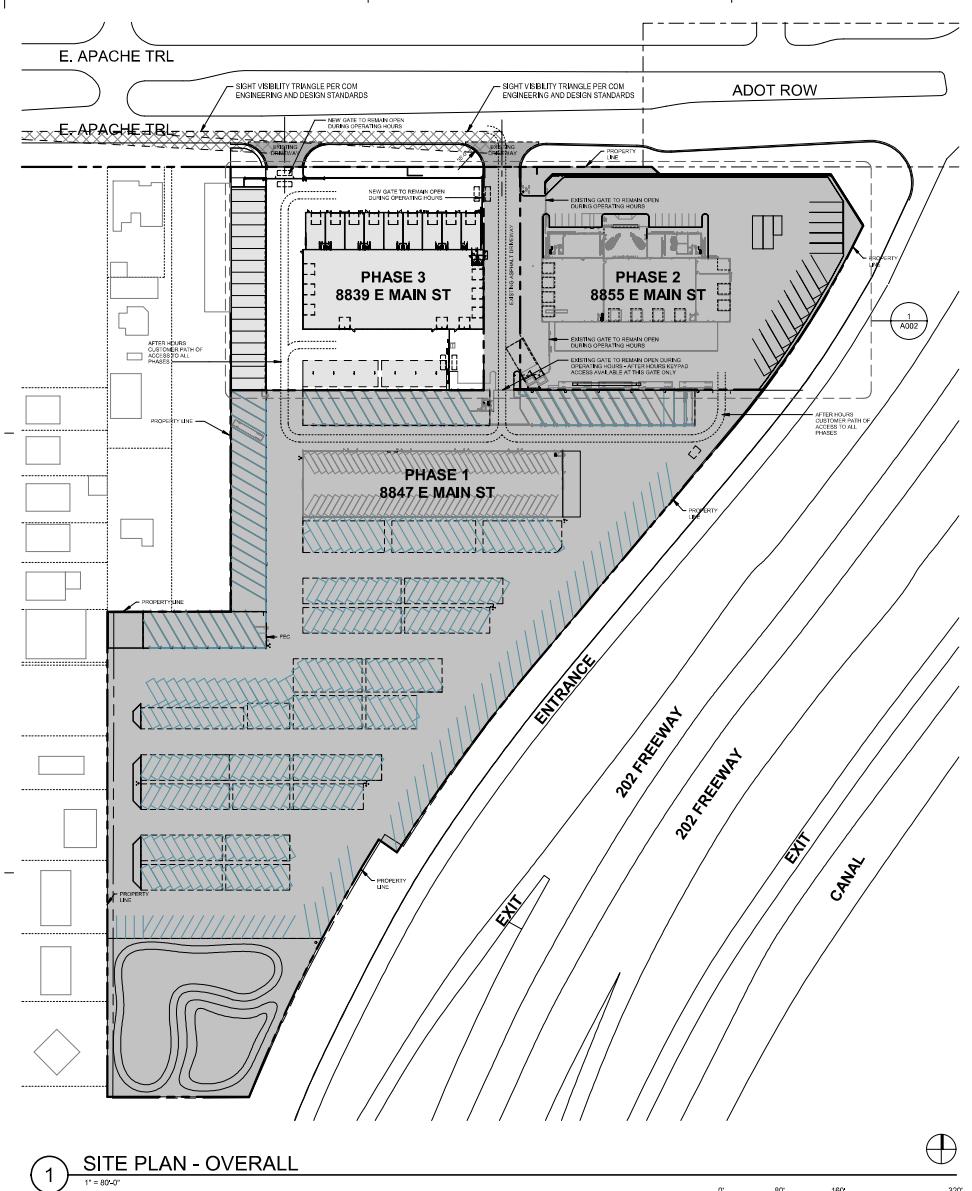
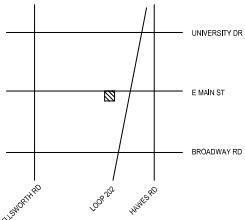


EXHIBIT C
TO DEVELOPMENT AGREEMENT

(2024 Site Plan)



VICINITY MAP



202 RV VALET STORAGE EXPANSION

MONTY GERMAINE
8839 E. MAIN STREET
MESA, AZ 85207

MESA, AZ 85207

#	DESCRIPTION	DATE
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OVERALL SITE PLAN

A001

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