

WHEN RECORDED RETURN TO:

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

DEVELOPMENT AGREEMENT
DA23-00024

THIS DEVELOPMENT AGREEMENT (DA23-00024) ("Agreement") is entered into by and between the CITY OF MESA, an Arizona municipal corporation ("City") and EVERGREEN-GREENFIELD & MCKELLIPS LAND, L.L.C., an Arizona limited liability company ("Developer"). City and Developer are collectively referred to herein as the "Parties," or individually as a "Party."

RECITALS

A. Developer owns approximately thirty-three (33) acres of land located within the 4600 to 4800 block of East McKellips Road (south side), the 1700 to 2000 block of North 48th Street (west side), and the 1700 to 2000 block of North 46th Street (east side), generally located east of Greenfield Road and south of McKellips Road in Mesa, Arizona, consisting of APN 141-34-002H, as legally described in Exhibit A and depicted in Exhibit B ("Property").

B. The Property is currently zoned Light Industrial with a Council Use Permit (LI-CUP). Through Zoning Case ZON23-00653, Developer submitted an application to rezone the Property to Light Industrial with a Planned Area Development overlay (LI-PAD), removal of the Council Use Permit, and review of an initial site plan.

C. Pursuant to the Mesa 2040 General Plan ("Plan"), the Property is currently located in the Mixed Use Activity character type with a Community-Scale sub-type. Through Zoning Case ZON24-00346, Developer submitted an application for a minor general plan amendment to change the character type to Employment with an Industrial sub-type. Light Industrial (LI) is a primary zoning district permitted in the Employment-Industrial character type and is consistent with the Plan.

D. The Plan contemplates the use of development agreements under certain circumstances to restrict permitted land uses on a property or within a proposed development for, among other reasons, compatibility with neighboring development and suitability with the character type and intended character traits; to that end, Developer has agreed, and City is requiring of Developer as an element of the above named rezoning, to prohibit and restrict certain land uses that are allowed in the proposed Light Industrial (LI) zoning district to further facilitate compatibility with the Employment-Industrial character type and surrounding development.

E. The Parties desire to enter into this Agreement for the primary purpose of prohibiting and restricting certain land uses permitted on the Property, as may be required by the Plan and § 11-22-2 of the Zoning Ordinance (as defined below), and intend this document to be a "Development Agreement" within the meaning of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement and other good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as follows:

1. Definitions.

The terms of this Agreement have the below meanings, whether or not the term is capitalized, unless the context requires otherwise. Words in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The term “including” means “including but not limited to” or “including without limitation.” The term “shall” means a requirement or mandate. All references to laws or regulations mean such laws and regulations as amended or replaced. To the extent there is any inconsistency between the definitions in this Agreement and the definitions in the Zoning Ordinance, this Agreement controls.

- A. “Accessory Use” is as defined in Chapter 87 of the Zoning Ordinance.
- B. “Agreement” is as defined in the introductory paragraph on the first page of this Development Agreement.
- C. “Aircraft Light Maintenance” is as defined in § 11-86-5 of the Zoning Ordinance.
- D. “Cross-docking” is as defined in Section 3.2.
- E. “City” is as defined in the introductory paragraph on the first page of this Agreement.
- F. “Data Center” is as defined in Section 3.4.
- G. “Defaulting Party” is as defined in Section 10.4.
- H. “Developer” is as defined in the introductory paragraph on the first page of this Agreement.
- I. “Drive-Thru Facilities” is as defined in Chapter 87 of the Zoning Ordinance.
- J. “Handicraft/Custom Manufacturing” is as defined in § 11-86-5 of the Zoning Ordinance.
- K. “Large Vehicle and Equipment Sales, Services, and Rental” is as defined in § 11-86-4 of the Zoning Ordinance.
- L. “Light Assembly/Cabinetry” is as defined in § 11-86-5 of the Zoning Ordinance.
- M. “Manufacturing, General” is as defined in § 11-86-5 of the Zoning Ordinance.
- N. “Manufacturing, Limited” is as defined in § 11-86-5 of the Zoning Ordinance.
- O. “Non-Defaulting Party” is as defined in Section 10.4.
- P. “Notice of Default” is as defined in Section 10.4.

Q. “Owner” is a person (including Developer) and their affiliates, successors, and assigns that owns any portion of the Property. For the purposes of this definition, (i) “affiliate” as applied to any person, is any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person; (ii) “control” (including with correlative meaning, the terms “controlling,” “controlled by” and “under common control”), as applied to any person, is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise; and (iii) “person” is and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts, or other organizations, whether or not legal entities.

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

S. “Plan” is as defined in Recital C.

T. “Principal Use” is as defined in Chapter 87 of the Zoning Ordinance.

U. “Project Principal Uses” are, collectively: (i) Handicraft/Custom Manufacturing; (ii) Light Assembly/Cabinetry; (iii) Manufacturing, General; (iv) Manufacturing, Limited; (v) Research and Development; and (vi) Retail Sales: General (excluding wholesale stores) that are open to the public. The Project Principal Uses may each be referred to individually as a “Project Principal Use.”

V. “Property” is as defined in Recital A.

W. “Research and Development” is as defined in § 11-86-5 of the Zoning Ordinance.

X. “Retail Sales: General” is as defined in § 11-86-4 of the Zoning Ordinance.

Y. “Service Station” is as defined in § 11-86-4 of the Zoning Ordinance.

Z. “Tenant” is an owner (which may include Developer or an Owner), tenant, subtenant, licensee, or sublicensee that occupies any portion of a building on the Property during the term of this Agreement.

AA. “Tenant’s Space” is the gross floor area of interior building space that a specific Tenant occupies, leases, sublicenses, licenses, uses, or intends to use, including all suites, offices, hallways, or other areas within any building.

BB. “Transloading” is as defined in Section 3.3.

CC. “Warehouse Cap” is as defined in Subsection 3.5(a).

DD. “Warehousing” is as “Indoor Warehousing and Storage” is defined in § 11-86-5 of the Zoning Ordinance.

EE. “Wholesale” is as defined in § 11-86-5 of the Zoning Ordinance.

FF. “Zoning Administrator” is the City’s Zoning Administrator or their designee.

GG. “Zoning Ordinance” is as defined in Section 3.1.

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

3. Prohibited and Restricted Uses.

3.1. Prohibited Uses: General. The land uses prohibited by this Section 3.1 are as defined in Title 11 of the Mesa City Code (“Zoning Ordinance”), Chapters 86 and 87, as applicable. The following land uses are prohibited and are not allowed anywhere on the Property:

- a. Aircraft Refueling Stations
- b. Airport Transit Station
- c. Airport-related Long Term Parking Lot
- d. Automobile Rentals
- e. Automobile/Vehicle Repair, Major
- f. Automobile/Vehicle Sales and Leasing
- g. Boat and Recreational Vehicle Storage
- h. Correctional Transitional Housing Facility (CTHF)
- i. Cultural Institutions
- j. Day Care Centers
- k. Freight/Truck Terminals and Warehouses
- l. Funeral Parlors and Mortuaries
- m. Heliports
- n. Large Collection Facility
- o. Large Commercial Development
- p. Marijuana Cultivation Facility
- q. Marijuana: Dual Licensee Facility
- r. Marijuana Infusion Facility
- s. Medical Marijuana Dispensary
- t. Mini-Storage
- u. Parking, Commercial
- v. Reverse Vending Machines
- w. Small Collection Facility
- x. Solar Farms
- y. Swap Meets and Flea Markets
- z. Towing and Impound
- aa. Transportation Passenger Terminals
- bb. Utilities, Major
- cc. Utilities, Minor

3.2. Prohibited Use: Cross-docking. Cross-docking is prohibited and is not allowed anywhere on the Property. For purposes of this Agreement, “cross-docking” means and includes both: (a) the logistics practice of unloading goods from inbound delivery vehicles and loading them directly onto outbound vehicles; and (b) a building constructed to allow (including a building with bay doors, docking doors, or other similar loading doors on more than one side of the building) or that does allow the

logistics practice of unloading goods from inbound delivery vehicles and loading them directly onto outbound vehicles.

3.3. Prohibited Use: Transloading. Transloading is prohibited and is not allowed anywhere on the Property. For purposes of this Agreement, “transloading” means the logistics practice of unloading goods from inbound delivery vehicles and loading them onto outbound vehicles, and may include unpackaging, repackaging, sorting, or palletizing the goods prior to loading the goods onto outbound vehicles.

3.4. Prohibited Use: Data Centers. Data centers are prohibited and are not allowed anywhere on the Property. For purposes of this Agreement, “data center” means a building or a Tenant’s Space in which twenty-five percent (25%) or more of the gross floor area of interior building space is used to house computer, network, or telecommunications equipment, systems, servers, appliances, or associated components or infrastructure for the storage, management, processing, or transmission of digital data or other digital data operations.

3.5. Restricted Uses: Warehousing; Wholesale. The intent of this Section 3.5 is to encourage Tenants to use their Tenant’s Space principally for a use other than Warehousing or Wholesale, or a combination of Warehousing and Wholesale, by restricting and capping the collective amount of gross floor area of interior building space that may be used for Warehousing and Wholesale in each individual building.

a. Warehouse Cap. The collective total of gross floor area of interior building space used for Warehousing and gross floor area of interior building space used for Wholesale in each individual building shall not exceed (i.e., is capped at) fifty percent (50%) of the total of gross floor area of interior building space of the building (“Warehouse Cap”).

b. Tenant’s Space Excluded from Warehouse Cap Calculation. A Tenant’s Space used for a Project Principal Use shall be excluded from the Warehouse Cap calculation provided that all Warehousing and Wholesale in the Tenant’s Space are: (i) accessory uses to the Project Principal Use; and (ii) located within the same building and Tenant’s Space as the Project Principal Use they serve. Exclusion from the Warehouse Cap calculation pursuant to this subsection shall be determined by City staff based on submissions and other communications to City from Owner and Tenant during the standard development review process, or by the Zoning Administrator through an interpretation of the Zoning Ordinance. For purposes of clarity, if a Tenant’s Space is excluded from the calculation of the Warehouse Cap, any portion of that Tenant’s Space used for Warehousing or Wholesale shall not be counted against the Warehouse Cap.

3.6. Restricted Uses: Drive-Thru Facilities; Service Station. No more than two (2) Drive-Thru Facilities and Service Stations, collectively, are permitted concurrently on the Property. Drive-Thru Facilities and Service Stations must be located in the northwest corner of the Property within the approximate three (3) acres nearest the intersection of McKellips Road and 46th Street.

3.7. Restricted Uses: Aircraft Light Maintenance; Large Vehicle and Equipment Sales, Services, and Rental. Aircraft Light Maintenance and Large Vehicle and Equipment Sales, Services, and Rental are prohibited and are not allowed anywhere on the Property unless all activities related to the Aircraft Light Maintenance and Large Vehicle and Equipment Sales, Services, and Rental, including all sales, servicing, maintenance, rental, fueling, washing, and storage of vehicles and equipment, are conducted entirely indoors.

4. Notice to Tenants. Prior to a Tenant entering into an agreement with an Owner to occupy any portion of a building, the Owner shall notify each such prospective Tenant in writing of the prohibitions and restrictions in Section 3 and the Owner shall include language in each lease, license, or similar agreement that prohibits the use, or conversion to a use, of the Property or any Tenant's Space that would result in a violation of Section 3.

5. Submissions to City. The gross floor area of interior building space used for Warehousing and the gross floor area of interior building space used for Wholesale shall be specifically identified on all submissions to City for building permits, tenant improvements, or at such other times as reasonably agreed upon by City and Owner of the subject portion of the Property.

6. Reports to City. Prior to the issuance of the first certificate of occupancy for any building on the Property, and thereafter on an annual basis no later than January 31st of each year, each Owner owning any portion of a building on the Property shall submit a report containing the following information ("Report"): (A) the total gross floor area of interior building space (i.e., total square footage) of the building in which Owner owns space; and (B) for each building or portion thereof owned by Owner, but not including any Tenant's Space excluded from the Warehouse Cap calculation pursuant to Subsection 3.5(b), the gross floor area of interior building space used for Warehousing and the gross floor area of interior building space used for Wholesale.

Reports shall be submitted to:

City of Mesa Economic Development Department
120 North Center Street
Mesa, Arizona 85201
Attn: Economic Development Director
Via Email: EconomicDevelopmentInfo@MesaAZ.gov

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

8. Disputes. The prohibitions and restrictions on use in Section 3 are material and essential provisions of this Agreement and City would not have entered into this Agreement but for their inclusion herein. To the extent there is a disagreement between the Parties as to whether a use is allowed or permitted, such determination shall be submitted to the Zoning Administrator, who shall determine whether a proposed use is a prohibited or restricted use under the Agreement and such decision shall be deemed a final decision of the Zoning Administrator, which may then be appealed as set forth in., and is governed by the appeal rights of, § 11-77 and § 11-67-12 of the Zoning Ordinance.

9. Term/Termination. This Agreement shall become effective on the date this Agreement is recorded in accordance with Section 10.1 and shall continue in full force and effect until automatically terminated upon the earlier of (A) twenty (20) years after the effective date, or (B) termination by the mutual written agreement of every Owner and City pursuant to this Agreement.

10. General Provisions.

10.1. 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.

10.2. 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 10.2 may be modified by a Party at any time by such Party designating in writing by notice duly given pursuant to this Section 10.2.

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

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

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

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

Developer: Evergreen-Greenfield & McKellips Land, L.L.C.
2390 East Camelback Road, Suite 410
Phoenix, Arizona 85016
Attn: Laura Ortiz

With a copy to: Evergreen-Greenfield & McKellips Land, L.L.C.
1873 South Bellaire Street, #1200
Denver, Colorado 80222
Attn: Tyler Carlson

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.

10.3. 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.

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

10.5. 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 an Owner fails to perform or fails to otherwise act in accordance with any term or provision hereof, City shall be entitled, subject to any cure period set forth in this Agreement, to immediately seek enforcement of this Agreement by means of specific performance, injunction, or other equitable relief, without any requirement to post bond or other security. The specific performance remedy provided in this Section 10.5 shall be cumulative relief and shall not be a limitation on City's other remedies, including the right to seek contract damages under this Agreement. Additionally, if an Owner allows any of the prohibited or restricted uses to occur in violation of Section 3 on any portion of the Property it owns, the City reserves the right to withhold or revoke from that Owner, that Owner's Tenants, or any applicant for any City permit or approval located on that Owner's Property any City approval, permit, or certificate of occupancy needed to develop, construct, or improve any portion of that Owner's Property.

10.6. Preservation of State Shared Revenue. Notwithstanding any other provision of, or limitation in, this Agreement to the contrary, if pursuant to A.R.S. § 41-194.01 the Arizona Attorney General determines that this Agreement violates any provision of state law or the Constitution of Arizona (including A.R.S. § 42-6201 *et seq.*), City and Owner shall use all and best faith efforts to modify the Agreement so as to fulfill each Parties rights and obligations in the 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), City and Owner 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 Owner 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, City or Owner 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 10.13 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.

10.7. Good Standing; Authority. Each Party represents and warrants that it is duly formed and a legally valid existing entity under the laws of the State of Arizona with respect to Developer, or a municipal corporation in Arizona with respect to City, and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

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

10.9. No Partnership or Joint Venture; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, or entity not a party hereto, and no such other person, firm, or entity shall have any right or cause of action hereunder.

10.10. 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.

10.11. 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.

10.12. 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.

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

10.14. 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. § 38-513.

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

Exhibit A: Legal Description of the Property
Exhibit B: Depiction of the Property

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

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

10.17. Severability. If any provision(s) of this Agreement is/are declared void or unenforceable, such provision(s) shall be severed from this Agreement, which shall otherwise remain in full force and effect.

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

10.19. 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 City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING TWO (2) PAGES]

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

“CITY”

CITY OF MESA, ARIZONA,
an Arizona municipal corporation

By: _____

Its: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me, a notary public, this ___ day of _____, 2024, by _____, the _____ of the City of Mesa, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of City.

Notary Public

My Commission Expires:

“DEVELOPER”

EVERGREEN-GREENFIELD & MCKELLIPS LAND,
L.L.C.,
an Arizona limited liability company

By: Evergreen Development Company-2021, L.L.C.,
an Arizona limited liability company

By: Evergreen Devco, Inc.,
a California corporation

By: Laura Ortiz

Its: President

Date: _____

STATE OF)
)
COUNTY OF)

ss.

The foregoing instrument was acknowledged before me, a notary public, this ___ day of _____, 2024, by Laura Ortiz, as President of Evergreen Devco, Inc., a California corporation, who acknowledged that she signed the foregoing instrument on behalf of Developer.

Notary Public

My Commission Expires:

EXHIBIT A TO THE DEVELOPMENT AGREEMENT:
LEGAL DESCRIPTION OF THE PROPERTY

A portion of the Northeast quarter of the Northwest quarter of Section 10, Township 1 North, Range 6 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a brass cap in handhole at the centerline intersection of 48th Street and McKellips Road, from which the North quarter corner of said Section bears North 88 degrees 47 minutes 43 seconds East, a distance of 270.03 feet;

Thence South 88 degrees 47 minutes 43 seconds West along the North line of said Northwest quarter, a distance of 1014.81 feet;

Thence departing said North line, South 01 degrees 12 minutes 17 seconds East, a distance of 55.00 feet to the Point of Beginning;

Thence North 88 degrees 47 minutes 43 seconds East, parallel with and 55.00 feet South of said North line, a distance of 965.14 feet to the beginning of a 12.00 foot radius curve, concave Southwesterly;

Thence departing said parallel line and Southeasterly along said curve, through a central angle of 86 degrees 10 minutes 27 seconds, an arc length of 18.05 feet to the Westerly right-of-way line of 48th Street and the beginning of a 1038.14 foot radius reverse curve concave Northeasterly;

Thence Southeasterly along said curve and Westerly right-of-way line, through a central angle of 25 degrees 39 minutes 25 seconds, an arc length of 464.88 feet to the beginning of a 917.63 foot radius reverse curve concave Southwesterly;

Thence Southeasterly along said curve and westerly right-of-way line through a central angle of 30 degrees 29 minutes 28 seconds, an arc length of 488.34 feet;

Thence South 00 degrees 11 minutes 47 seconds East along said Westerly right-of-way line, a distance of 346.31 feet to the Northeast corner of "Mesa Commerce Center", according to Book 292, page 21, Maricopa County records;

Thence departing said Westerly right-of-way line, South 88 degrees 42 minutes 56 seconds West along the North line of said "Mesa Commerce Center", a distance of 1146.20 feet;

Thence departing said North line, North 00 degrees 06 minutes 14 seconds West, parallel with and 130.00 feet East of the West line of the Northeast quarter of the Northwest quarter of said Section 10, a distance of 50.00 feet;

Thence departing said parallel line, South 88 degrees 42 minutes 56 seconds West, parallel with and 50.00 feet North of said North line of "Mesa Commerce Center", a distance of 100.00 feet;

Thence departing said parallel line, North 00 degrees 06 minutes 14 seconds West, parallel with and 30.00 feet East of said West line, a distance of 1218.86 feet to the Point of Beginning.

EXHIBIT B TO THE DEVELOPMENT AGREEMENT:
DEPICTION OF THE PROPERTY

