

WHEN RECORDED RETURN TO:

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

**DEVELOPMENT AGREEMENT  
DA23-00014**

This development agreement (this “**Agreement**”) is dated \_\_\_\_\_ 2025 and is entered into by and between the CITY OF MESA, an Arizona municipal corporation (“**City**”) and MESA AIRPORT GROWTH PROPERTIES LLC, a Delaware limited liability company (“**Owner**”). City and Owner are collectively referred to herein as the “**Parties**,” or individually as a “**Party**.”

**RECITALS**

A. Owner owns approximately thirty-three (33) acres of land located at the northwest and southwest corners of Ray Road and Hawes Road, currently consisting of APN 304-30-022F, APN 304-30-022G, APN 304-30-022H, and APN 304-30-022J, as legally described in Exhibit A and depicted on the map attached as Exhibit B-1 (the “**Property**”), within the City of Mesa, Arizona.

B. The Property also is subject to that certain Development Agreement by and between City and Owner dated June 22, 2016, and recorded in the Official Records of Maricopa County, Arizona at Instrument No. 20160439050, which remains, and will following the adoption of this Agreement remain, in effect.

C. Through Zoning Case ZON22-00890, Owner submitted an application to rezone the two western parcels of the Property (currently, APN 304-30-022F and APN 304-30-022G) (the “**LI-PAD Portion**”) to Light Industrial with a Planned Area Development Overlay (“**LI-PAD**”), and the two eastern parcels of the Property (currently, APN 304-30-022H and APN 304-30-022J) (the “**LC Portion**”) to Limited Commercial (“**LC**”), as the LI-PAD Portion and LC Portion of the Property are labeled and depicted on Exhibit B-2.

D. Owner is proposing to construct, but this Agreement does not obligate Owner to construct, a specialized industrial development on the LI-PAD Portion and a high-quality commercial and retail mixed-use development on the LC Portion referred to as “Gateway Park” (collectively, the “**Project**”). The Project currently is anticipated by Owner to be constructed in two phases, labeled “Phase 1” and “Phase 2” in Exhibit C.

E. Pursuant to the Mesa 2040 General Plan (the “**Plan**”), the Property is in the Mixed-Use Activity District/Employment character area. Light Industrial and Limited Commercial are both primary zoning districts permitted in the Mixed-Use Activity District/Employment character area and are consistent with the Plan.

F. The Plan contemplates the use of development agreements to restrict permitted land uses on a property or within a proposed development for, among other reasons, compatibility with neighboring development and consistency with the character type and intended character traits; to that end, to further facilitate consistency with the Mixed-Use Activity District/Employment character area, the Airport Campus District of the Mesa Gateway Strategic Development Plan, and compatibility with the surrounding development, Owner has agreed, and City is requiring Owner, to prohibit certain land uses that are allowed in the proposed LI-PAD and LC zoning districts.

G. To develop and operate the Project on the Property, Owner is required to cause, in conjunction with the development of the Property, the installation of streets, sewer and water utilities, and other off-site public improvements and dedicate the necessary easements or rights-of-way for these off-site public improvements, all as required by Mesa City Code Title Nine Chapter Eight – Off-Site Improvement Regulations.

H. Owner voluntarily asked to defer a portion of the Hawes Road street improvements until the development of Phase 2 of the Project and to modify certain median opening standards.

I. Mesa City Code 9-8-4(A) allows the City’s City Manager or designee to reduce an off-site public improvement requirement and specification and to defer an off-site public improvement to a future date, if an individualized assessment reveals the existence of special conditions involving the development, topography, parcel configuration, or other factors, and developer provides financial assurances acceptable to the City.

J. City has reviewed Owner’s request along with the associated Project plans and due to special conditions associated with the development of the Project, including but not limited to, adjacent public street network impediment, and parcel configurations, City will grant Owner’s request to reduce the access median opening standards and defer Owner’s obligation to construct certain street improvements on Hawes Road as further set forth in this Agreement.

K. City would not have agreed to defer a portion of the Hawes Road off-site street improvements or modify the access median opening standards without Owner agreeing to the prohibited uses in this Agreement; and Owner would not have entered into this Agreement without City agreeing to defer a portion of the Hawes Road off-site street improvements, as provided in this Agreement.

L. The Parties desire to enter into this Agreement for the primary purposes of setting forth the terms and conditions of the above-described deferral of a portion of the Hawes Road off-site street improvements and prohibiting certain land uses on the Property and intend this document to be a “Development Agreement” within the meaning of A.R.S. § 9-500.05.

## **AGREEMENT**

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 agree as follows:

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

2. Prohibited Uses.

2.1 Definitions. Unless specifically defined in this Agreement, the land uses in this Section 2 are as defined in Mesa City Code, Title 11 – Zoning Ordinance (the “**Zoning Ordinance**”), Chapters 86 and 87, as applicable. As used in this Agreement, (A) “**Tenant**” means any owner (including Owner), tenant, subtenant, licensee, or sublicensee that uses or occupies Tenant Space during the term of this Agreement; and (B) “**Tenant Space**” means the portion of the Property that a specific Tenant occupies, leases, ground leases, subleases, licenses, sublicenses, uses, or intends to occupy, lease, ground lease, license, sublease, sublicense, or use, including the gross floor area of interior building space, and all suites, offices, hallways, or other areas located therein.

2.2 Prohibited Uses on the Property: General. The following land uses are prohibited and are not allowed on any portion of the Property or on or within any Tenant Space:

- A. Single Residence - Attached
- B. Multiple Residence
- C. Assisted Living Home
- D. Assisted Living Center
- E. Boarding House
- F. Family Community Residence
- G. Transitional Community Residence
- H. Correctional Transitional Housing Facility (CTHF)
- I. Community Gardens
- J. Nursing and Convalescent Homes
- K. Skilled Nursing Facility
- L. Social Service Facility
- M. Automobile Rentals
- N. Automobile/Vehicle Repair, Major
- O. Automobile/Vehicle Service and Repair, Minor
- P. Large Vehicle and Equipment Sales, Services, and Rental
- Q. Towing and Impound
- R. Live/Work Unit
- S. Parking, Commercial
- T. Reverse Vending Machines
- U. Small Indoor Collection Facility
- V. Large Collection Facilities
- W. Processing Facilities
- X. Boat and Recreational Vehicle Storage

- Y. Contractor's Yards
- Z. Mini-Storage
- AA. Aircraft Refueling Stations
- BB. Aircraft Light Maintenance
- CC. Airport Transit Station
- DD. Airport Related Long-Term Parking Lots
- EE. Heliports
- FF. Transportation Passenger Terminals
- GG. Utilities, Minor, except as an accessory use to a permitted land use

2.3 Additional Prohibited Uses: LC Portion of the Property. The following land uses are prohibited and are not allowed on the LC Portion of the Property or within a Tenant Space on the LC Portion of the Property:

- A. Eating and Drinking Establishments With Drive-Thru Facilities, With Pick-Up Window Facilities, or both\*
- B. Service Station (including Service Station With Drive-Thru Facilities, With Pick-Up Window Facilities, or both) except as permitted by Section 2.4
- C. General Market (including General Market With Drive-Thru Facilities, With Pick-Up Window Facilities, or both)
- D. Convenience Market (including Convenience Market With Drive-Thru Facilities, With Pick-Up Window Facilities, or both) except as permitted by Section 2.4
- E. Automobile/Vehicle Washing

\* Eating and Drinking Establishments that do not contain Drive-Thru Facilities, Pick-Up Window Facilities, or both are not prohibited by this Section 2.3 and are allowable land use on or within any Tenant Space within the LC Portion of the Property.

2.4 Permitted Service Station (with or without a Convenience Market) on the LC Portion of the Property with APN 304-30-022J. Notwithstanding anything to the contrary in Section 2.3, one Service Station is allowed on the part of the LC Portion of the Property with a current Parcel Number of APN 304-30-022J, as depicted in Exhibit D and legally described in Exhibit A. This one Service Station may have a Convenience Market, but the Convenience Market may not have a Drive-Thru Facility, Pick-Up Window, or both. For the avoidance of doubt, except for this one Service Station (with or without a Convenience Market) expressly permitted by this Section 2.4, no Service Station, or Convenience Market, or any combination thereof, is allowed on the LC Portion of the Property (including the area depicted in Exhibit D and legally described in Exhibit A) or within a Tenant Space on the LC Portion of the Property (including the area depicted in Exhibit D and legally described in Exhibit A).

2.5 Prohibition. No land use that is prohibited by the Zoning Ordinance or prohibited in Section 2.2 or Section 2.3, which Section 2.3 is subject to Section 2.4 (collectively, the “**Prohibited Uses**”) is permitted on the Property or on or within a Tenant Space. Owner shall not enter into any lease, license, or other occupancy agreement for any Tenant Space that permits the Tenant thereunder to engage in any of the Prohibited Uses. Further, no Tenant shall use its Tenant Space for any of the Prohibited Uses (including but not limited to converting its Tenant Space for the use of any Prohibited Uses).

2.6 Notice to Tenants. Prior to entering into a lease, license, or other occupancy agreement with any prospective Tenant for Tenant Space, Owner shall notify such prospective Tenant in writing that it is prohibited by this Agreement from using its Tenant Space for any of the Prohibited Uses. Further, Owner shall include language in each lease, license, or other occupancy agreement that prohibits the Tenant thereunder from engaging in any of the Prohibited Uses on or within its Tenant Space.

2.7 Disputes. The terms of this Section 2 are material and essential provisions of this Agreement and City would not have entered into this Agreement but for their inclusion herein. If there is a disagreement between the Parties as to whether a land use proposed on the Property or within a Tenant Space is a Prohibited Use, the City’s Zoning Administrator shall determine whether the proposed use is a Prohibited Use. This decision by the City’s Zoning Administrator is a final decision, and this final decision is governed by, and may be appealed in accordance with, both Chapter 77 and Section 11-67-12 of the Zoning Ordinance.

### 3. Phasing of Public Infrastructure Improvements.

3.1 Public Infrastructure Improvements. If and when Owner decides to construct the Project, as a condition to Owner’s development of the Project, Owner must both (i) dedicate certain rights of way and easements (temporary, permanent, or otherwise) as and to the extent required by Mesa City Code Title 9 Chapter 8 and in conformance with, applicable City codes, standards, and details, and (ii) design, construct, and install (or cause to be designed, constructed, and installed) certain off-site improvements as required by, and in conformance with, applicable City codes, standards, and details (collectively, the “**Public Infrastructure Improvements**”). If the Project is constructed in phases, both the Public Infrastructure Improvements and the dedication of the rights-of-way and the easements required by Mesa City Code Title 9 Chapter 8 must be completed in the initial phase of the Project (whether the initial phase is Phase 1 or Phase 2), except for the completion of the Deferred Hawes Road Improvements, as provided in Section 3.2. Currently, Owner anticipates that the initial phase of the Project will be Phase 1.

3.2 Deferral of Hawes Road Improvements. If the Project is constructed in phases and Phase 1 is the initial phase of the Project, City, using its authority in Mesa City Code Section 9-8-4(D)(2), agrees to defer Owner’s obligation to design, construct, and install certain street Public Infrastructure Improvements to portions of Hawes Road, (collectively, the “**Deferred Hawes Road Improvements**”), subject to Owner providing City with the financial assurances in Section 3.3. The Deferred Hawes Road Improvements and the portions of Hawes Road to which they pertain are more particularly described and depicted in Exhibit E. The deferral of the Deferred

Hawes Road Improvements will begin on commencement of construction of Phase 1 and end at the earlier of:

A. City Notice to Owner. The date that is twelve (12) months from the date of written notice from the City Manager to Owner indicating the City has elected to end the deferral of the Deferred Hawes Road Improvements (the “**End of Deferral Notice**”), which End of Deferral Notice may be given in the City Manager’s sole and absolute discretion after consulting with the City Traffic Engineer. Prior to the date that is twelve (12) months from the date of the End of Deferral Notice, Owner must begin construction of the Deferred Hawes Road Improvements and thereafter promptly complete the construction and installation of the Deferred Hawes Road Improvements.

B. Construction of Phase 2. When Owner begins construction of Phase 2 of the Project. At such time, the deferral of the Deferred Hawes Road Improvements will end, and Owner must begin construction of the Deferred Hawes Road Improvements and promptly complete the construction and installation of the Deferred Hawes Road Improvements.

3.3 Financial Assurances. To ensure Owner has the financial means to design, construct, and install the Deferred Hawes Road Improvements, on the Effective Date and every two-year anniversary of the Effective Date, Owner shall provide written notice to the Director of Economic Development that the tangible net worth of Owner is at least five times the estimated then-current cost to complete the Deferred Hawes Road Improvements, which notice will be on the form attached as Exhibit F, or on a similar form reasonably acceptable to Owner and City. If Owner fails or is unable to provide such written notice, the City Manager may elect to end the deferral and require Owner design and construct the Deferred Hawes Road Improvements in Phase 1 of the Project.

3.4 Maintenance of Rights-of-Way. Until Owner commences construction of the Deferred Hawes Road Improvements, Owner at its sole cost and expense, shall maintain the portion of the rights-of-way dedicated for the Deferred Hawes Road Improvements free of garbage, junk, obstructions, and weeds or grass pursuant to and in compliance with Mesa City Code Section 8-6-3(C).

3.5 City’s Right to Construct. In the event Owner fails to satisfy any of its obligations to design, construct, or install the Deferred Hawes Road Improvements (or any portion thereof) as required in this Agreement and Owner fails to commence the design, construction, and installation of the Deferred Hawes Road Improvements (or any portion thereof) within thirty (30) days following issuance of a Notice of Default from City, or any such longer cure period provided in Section 6.4, then City, has the right, but not the obligation, to perform such design, construction, and installation of the Deferred Hawes Road Improvements (or any portion thereof) at Owner’s sole cost and expense and said actual costs and expenses are due and payable to City within thirty (30) days from the date of City’s invoice to Owner, which invoice will be accompanied by supporting documentation, if any. In such event, City will have, and Owner expressly grants to City through this Agreement, a temporary construction easement providing City and its contractors, employees, or authorized agents the right to temporarily enter upon, and have access to and over the Property, in order to perform Owner’s construction and installation obligations of

the Deferred Hawes Road Improvements (or any portion thereof that City elects to construct and install pursuant to its rights hereunder); provided however, City will follow the standard operating procedures for restrictions on public streets-in the Mesa Temporary Traffic Control Manual.

4. Modification to Median Openings. The public streets Public Infrastructure Improvements for the development of the Project include among other street improvements, installing raised medians and median openings spaced and designed in accordance with the Mesa Engineering & Design Standards manual. Due to the design features of the streets for this Project the City Traffic Engineer, using its authority in Section 212.6 of the Engineering & Designs Standards has agreed to the following variations to median openings as set forth below in this Section 4.

4.1 Median Openings on the Property. City has agreed to Reduce the median opening distance from an arterial-to-arterial intersection in Section 212.6 of the Mesa Engineering & Design Standards manual for a full access median opening on Ray Road (the “**Full Access**”) and for a three-quarter (3/4) access median opening on Hawes Road (“**3/4 Access**”), as the Full Access and 3/4 Access median openings and their reduced distances from the intersection of Ray Road and Hawes Road are depicted on Exhibit G and labeled Full Access and 3/4 Access.

4.2 Additional Median Opening With Adjacent Property Owner. Owner currently is negotiating a shared access easement with the owner of the real property with APN 304-30-025K that is located to the north of the LC Portion of the Property north of Ray Road (the “**Adjacent Property**”). The shared access easement is necessary to accommodate a shared access driveway that will be located on both the Property and the Adjacent Property, as that driveway is depicted on Exhibit G (the “**Shared Driveway**”). To accommodate the Shared Driveway Owner is requesting a full access median opening on Hawes Road in the location labeled “**Additional Full Access Opening**” on Exhibit G. The location of the Additional Full Access Opening does not comply with the spacing requirements in Section 212.6 of Mesa Engineering & Design Standards manual. Owner has requested a reduction to the median opening distance from an arterial-to-arterial intersection in Section 212.6 of the Mesa Engineering & Design Standards manual to accommodate the location of the Additional Full Access Opening. City Traffic Engineer will agree to a reduction to the median opening distance from an arterial-to-arterial intersection in Section 212.6 of Mesa Engineering & Design Standards manual for the Additional Full Access Opening subject to (i) Owner and owner of the Adjacent Property entering into and recording in the Records of Maricopa County, Arizona, a perpetual non-exclusive shared access easement for the use and benefit of the public and the City (at no cost to the public or the City) for the purpose of vehicular and pedestrian ingress and egress in, on, over, upon, and across the Shared Driveway and entrances and exits to the Shared Driveway; and (ii) the Additional Full Access Opening otherwise complying with the Mesa Engineering & Design Standards manual, except as set forth in this Section 4(B).

5. Term/Termination. This Agreement becomes effective on the Effective Date and continues in full force until automatically terminated upon the earlier of: (A) thirty-five (35) years after the Effective Date, or (B) termination by the mutual written agreement of Owner and City pursuant to this Agreement.

6. General Provisions.

6.1 Recordation. This Agreement will be recorded in its entirety in the Official Records of Maricopa County, Arizona, no later than ten (10) days after its full execution by the Parties. The “**Effective Date**” of this Agreement is the date this Agreement is recorded in the Official Records of Maricopa County, Arizona.

6.2 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) personally 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 addresses set forth in this Section 6.2 may be modified by a Party at any time by such Party designating in writing by notice duly given pursuant to this Section.

City: City of Mesa  
20 East Main Street  
Mesa, Arizona 85201  
Attn: City Manager  
Email: [commanager@mesaaz.gov](mailto:commanager@mesaaz.gov)

*With a copy to:* Mesa City Attorney’s Office  
20 East Main Street  
Mesa, Arizona 85201  
Attn: City Attorney  
Email: [mesacityattorney@mesaaz.gov](mailto:mesacityattorney@mesaaz.gov)

*With a copy to:* City of Mesa Development Services Department  
55 North Center Street  
Mesa, Arizona 85201  
Attn: Zoning Administrator  
Email: [mary.kopaskie-brown@mesaaz.gov](mailto:mary.kopaskie-brown@mesaaz.gov)

Owner: Mesa Airport Growth Properties LLC  
2121 Rosecrans Ave., Suite #4345  
El Segundo, CA 90245  
Attn: Kelly C. Park  
Email: [kpark@parkventures.com](mailto:kpark@parkventures.com)

*With a copy to:* Mesa Airport Growth Properties LLC  
4939 W Ray Rd, Suite #4-322  
Chandler, AZ 85226  
Attn: Morgan T. Neville  
Email: [hutchjhawk@cox.net](mailto:hutchjhawk@cox.net)



*With a copy to:*

Berry Riddell LLC  
6750 E. Camelback Road, Suite 100  
Scottsdale, AZ 85251  
Attn: Wendy Riddell  
Email: wr@berryriddell.com

Notices shall be deemed received (A) when personally delivered to the Party; (B) three (3) Business Days after being placed in the U.S. Mail, registered or certified, return receipt requested, properly addressed, with sufficient postage; or (C) the following Business Day after being given to a recognized overnight delivery service, with the Party 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, actually receives or is deemed to have received the notice, whichever is earlier.

6.3 Choice of Law, Venue, and Attorneys' Fees. The laws of the State of Arizona govern any dispute, controversy, claim, or cause of action arising out of or related to this Agreement. The venue for any such dispute will be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party is 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; and each Party bears its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

6.4 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 ("**Notice of Default**"). The Defaulting Party has 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 will be extended; however, no such extended cure period may 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.

6.5 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, 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 6.5 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, in addition to

City's ability to withhold or revoke any City approval, permit, or certificate of occupancy under Mesa City Code, City reserves the right to (A) withhold any City permits or approvals from Owner, any Tenant, or any other applicant, needed to develop, construct, or improve any portion of the Property if any of the following occur: (i) a Prohibited Use is then being conducted on any portion of the Property (including within a Tenant Space); (ii) any Tenant Space is being constructed for, or converted to, a space for a Prohibited Use; (iii) Owner enters into a lease, license, or other occupancy agreement for any Tenant Space that permits that Tenant thereunder to engage in any of the Prohibited Uses; and the City may continue to withhold such permits or approvals (or both) until the prohibited conduct ceases; and (B) revoke any City approval, permit, or certificate of occupancy previously issued to any Tenant engaging in a Prohibited Use or who is converting or has converted its Tenant Space for a Prohibited Use.

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

6.7 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.

6.8 No Partnership or Joint Venture; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement creates 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 has any right or cause of action hereunder.

6.9 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.

6.10 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.

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

6.12 Computation of Time. In computing any period under this Agreement, the date of the act or event from which the designated period of time begins to run is not included and the last date of the designated period of time is included unless it is not a Business Day, in which event the period runs until the end of the next day which is a Business Day. The time for performance of any obligation or taking any action under this Agreement expires at 5:00 p.m.

(Phoenix, Arizona time) on the last Business Day of the applicable period provided in this Agreement. As used in this Agreement, “Business Day” means a City business day which is any day Monday through Thursday except for a legal holiday recognized by the City of Mesa.

6.13 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. § 38-513.

6.14 Entire Agreement. This Agreement 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-1: Depiction of the Property
- Exhibit B-2: Depiction of the LI-PAD Portion and the LC Portion of the Property
- Exhibit C: Identification of the Phases of the Project
- Exhibit D: Depiction of APN 304-30-022J where one Service Station (with or without a Convenience Market) Is Permitted
- Exhibit E: Description and Depiction of the Deferred Hawes Road Improvements
- Exhibit F: Form of Financial Assurance Notice
- Exhibit G: Depiction and Location of: Full Access Median Opening on Ray Rd., 3/4 Access Median Opening on Hawes Rd, Shared Driveway, and Additional Full Access Opening.

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

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

6.17 Amendments. Any change, addition, or deletion to this Agreement requires a written amendment executed by both City and 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.

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

6.19 Construction. In this Agreement, 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.

6.20 Preserve 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 Attorney General determines that this Agreement violates any provision of state law or the Constitution of Arizona, then the City and Owner, in good faith, will attempt to modify this Agreement so as to resolve the violation with the Attorney General 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). If, by the twenty-ninth (29<sup>th</sup>) day after the date of the notice from the Attorney General, the Parties, after good faith efforts, are not successful in modifying this Agreement to the satisfaction of the Attorney General, this Agreement will automatically terminate at midnight on the thirtieth (30<sup>th</sup>) day after the date of receiving such notice from the Attorney General, and upon such termination the Parties will have no further obligations under this Agreement. Additionally, if, under A.R.S. § 41-194.01(B)(2), the Attorney General determines that this Agreement may violate a provision of state law or the Constitution of Arizona, and the Arizona Supreme Court requires the posting of a bond under A.R.S. § 41-194.01(B)(2), City will be entitled to terminate this Agreement, except if Owner posts such bond; 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 may terminate this Agreement and the Parties will have no further obligations hereunder.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING 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

APPROVAL OF SECTION 4:

By: \_\_\_\_\_  
City Traffic Engineer

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me, a notary public, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Mesa, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of City.

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

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

**“OWNER”**

MESA AIRPORT GROWTH PROPERTIES, LLC  
A Delaware limited liability company

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

Name: Kelly C. Park  
Its: Manager

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_ Notary Public, personally appeared Kelly C. Park, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

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

**APN 304-30-022F**

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 20, BEARS NORTH 01 DEGREES 07 MINUTES 14 SECONDS WEST, A DISTANCE OF 2635.31 FEET;

THENCE UPON AND WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, NORTH 01 DEGREES 07 MINUTES 14 SECONDS WEST, A DISTANCE OF 658.82 FEET TO A POINT ON THE CENTERLINE OF EAST RAY ROAD;

THENCE DEPARTING SAID EAST LINE, UPON AND WITH SAID CENTERLINE, NORTH 89 DEGREES 31 MINUTES 25 SECONDS WEST, A DISTANCE OF 659.40 FEET;

THENCE DEPARTING SAID CENTERLINE, NORTH 00 DEGREES 57 MINUTES 01 SECONDS WEST, A DISTANCE OF 64.84 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF EAST RAY ROAD, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID NORTHERLY RIGHT OF WAY, NORTH 89 DEGREES 30 MINUTES 07 SECONDS WEST, A DISTANCE OF 659.03 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, NORTH 00 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 593.47 FEET;

THENCE SOUTH 89 DEGREES 31 MINUTES 20 SECONDS EAST, A DISTANCE OF 657.39 FEET;

THENCE SOUTH 00 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 593.74 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY OF EAST RAY ROAD, ALSO BEING THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 390,607 SQUARE FEET OR 8.967 ACRES OF LAND, MORE OR LESS.

**APN 304-30-022G**

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 20, BEARS NORTH 01 DEGREES 07 MINUTES 14 SECONDS WEST, A DISTANCE OF 2635.31 FEET;



THENCE UPON AND WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, NORTH 01 DEGREES 07 MINUTES 14 SECONDS WEST, A DISTANCE OF 658.82 FEET TO A POINT ON THE CENTERLINE OF EAST RAY ROAD;

THENCE DEPARTING SAID EAST LINE, UPON AND WITH SAID CENTERLINE, NORTH 89 DEGREES 31 MINUTES 25 SECONDS WEST, A DISTANCE OF 659.40 FEET;

THENCE DEPARTING SAID CENTERLINE, SOUTH 00 DEGREES 57 MINUTES 51 SECONDS EAST, A DISTANCE OF 65.21 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF EAST RAY ROAD, ALSO BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, SOUTH 00 DEGREES 57 MINUTES 23 SECONDS EAST, A DISTANCE OF 593.36 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 20;

THENCE UPON AND WITH SAID SOUTH SECTION LINE, NORTH 89 DEGREES 30 MINUTES 22 SECONDS WEST, A DISTANCE OF 661.37 FEET;

THENCE DEPARTING SAID SOUTH SECTION LINE, NORTH 00 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 593.24 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY OF EAST RAY ROAD;

THENCE UPON AND WITH SAID SOUTHERLY RIGHT OF WAY, SOUTH 89 DEGREES 30 MINUTES 47 SECONDS EAST, A DISTANCE OF 659.62 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 391,761 SQUARE FEET OR 8.994 ACRES OF LAND, MORE OR LESS.

**APN 304-30-022J**

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PORTION CONVEYED TO CITY OF MESA, A MUNICIPAL CORPORATION RECORDED AS 2008-959334, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4 SE 1/4) OF SECTION 20;

THENCE NORTH 89 DEGREES 30 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1 / 4 SE 1 / 4 SE 1 / 4) OF SECTION 20, A DISTANCE OF 65.03 FEET TO A POINT;

THENCE NORTH 01 DEGREES 07 MINUTES 00 SECONDS WEST PARALLEL TO AND 65.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4 SE 1/4) OF SECTION 20, A DISTANCE OF 568.78 FEET TO A POINT;

THENCE NORTH 45 DEGREES 19 MINUTES 10 SECONDS WEST A DISTANCE OF 21.51 FEET TO A

POINT;

THENCE NORTH 89 DEGREES 31 MINUTES 19 SECONDS WEST PARALLEL TO AND 75.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1 / 4 SE 1 / 4 SE 1 / 4) OF SECTION 20, A DISTANCE OF 550.21 FEET TO A POINT;

THENCE NORTH 01 DEGREES 07 MINUTES 00 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT;

THENCE NORTH 89 DEGREES 31 MINUTES 19 SECONDS WEST PARALLEL TO AND 65.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4 SE 1/4) OF SECTION 20 TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1 / 4 SE 1 / 4 SE 1/4) OF SECTION 20, A DISTANCE OF 29.35 FEET;

THENCE NORTH 00 DEGREES 57 MINUTES 14 SECONDS WEST TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1 / 4 SE 1 / 4 SE 1/4) OF SECTION 20, A DISTANCE OF 65.02 FEET;

THENCE SOUTH 89 DEGREES 31 MINUTES 19 SECONDS EAST TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1 / 4 SE 1 / 4 SE 1/4) SECTION 20, A DISTANCE OF 659.40 FEET;

THENCE SOUTH 01 DEGREES 07 MINUTES 00 SECONDS EAST A DISTANCE OF 658.83 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 347,563 SQUARE FEET OR 7.979 ACRES OF LAND, MORE OR LESS.

**APN 304-30-022H**

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PORTION CONVEYED TO CITY OF MESA, A MUNICIPAL CORPORATION RECORDED AS 2000- 959335, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4 SE 1/4) OF SECTION 20;

THENCE NORTH 01 DEGREES 07 MINUTES 00 SECONDS WEST TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE ¼ SE 1/4) OF SECTION 20, A DISTANCE OF 658.83 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 31 MINUTES 19 SECONDS WEST TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4 SE 1/4) OF SECTION 20, A DISTANCE OF 659.40 FEET;

THENCE NORTH 00 DEGREES 57 MINUTES 14 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 65.02 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 31 MINUTES 19 SECONDS EAST DEPARTING SAID WEST LINE PARALLEL TO AND 65.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4 SE 1/4) OF SECTION 20, A DISTANCE OF 569.18 FEET TO A POINT;

THENCE NORTH 44 DEGREES 40 MINUTES 50 SECONDS EAST A DISTANCE OF 20.92 FEET TO A POINT;

THENCE NORTH 01 DEGREES 07 MINUTES 00 SECONDS WEST PARALLEL TO AND 75.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4 SE 1/4) OF SECTION 20, A DISTANCE OF 550.21 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 31 MINUTES 19 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT;

THENCE NORTH 01 DEGREES 07 MINUTES 00 SECONDS WEST PARALLEL TO AND 65.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4 SE 1/4) OF SECTION 20 TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4 SE 1/4) OF SECTION 20, A DISTANCE OF 28.58 FEET;

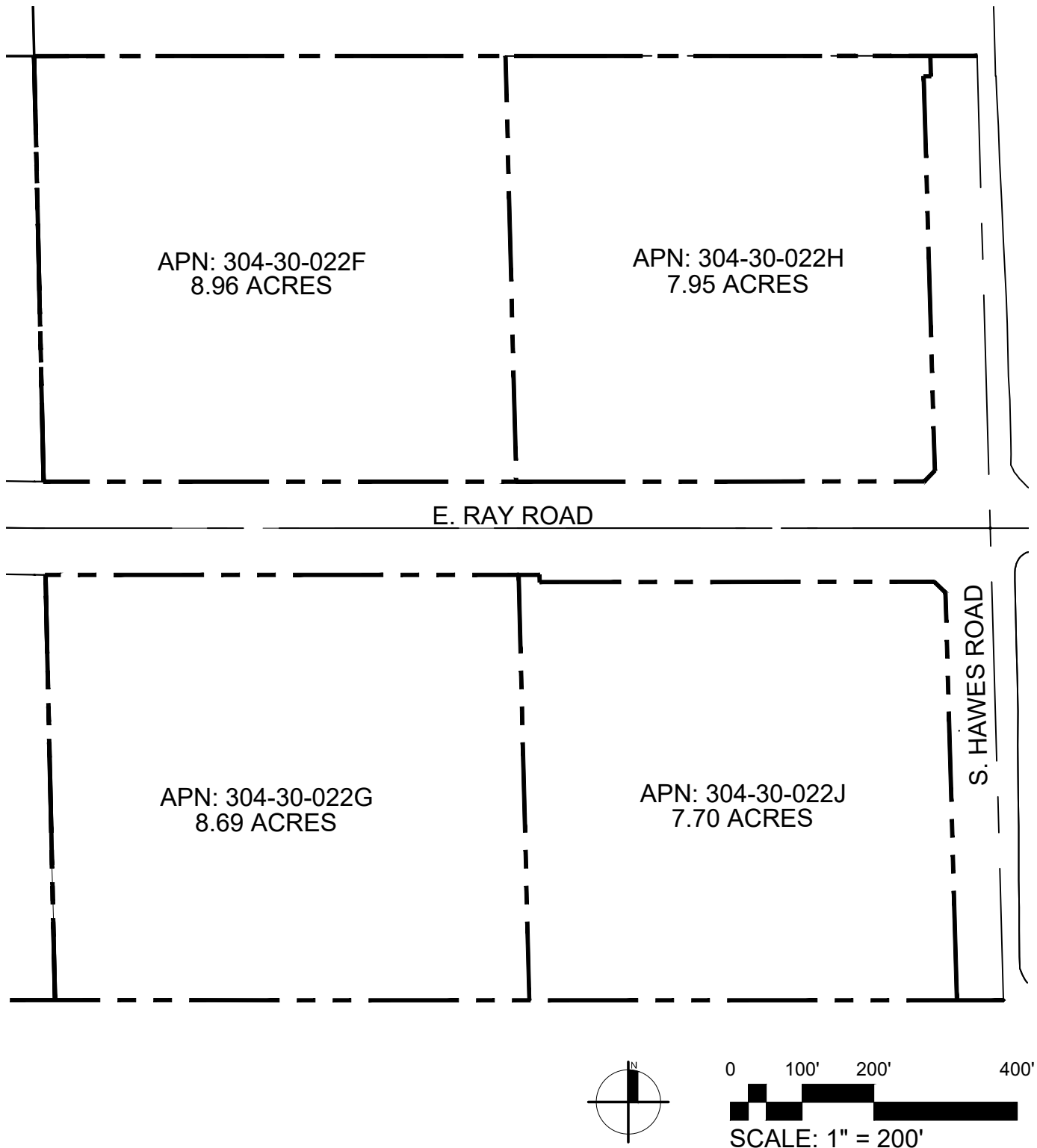
THENCE SOUTH 89 DEGREES 32 MINUTES 18 SECONDS EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4 SE 1/4) OF SECTION 20, A DISTANCE OF 65.02 FEET;

THENCE SOUTH 01 DEGREES 07 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4 SE 1/4) OF SECTION 20, A DISTANCE OF 658.83 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 346,384 SQUARE FEET OR 7.952 ACRES OF LAND, MORE OR LESS.

**EXHIBIT B-1 TO THE DEVELOPMENT AGREEMENT:**  
DEPICTION OF THE PROPERTY

# EXHIBIT B-1

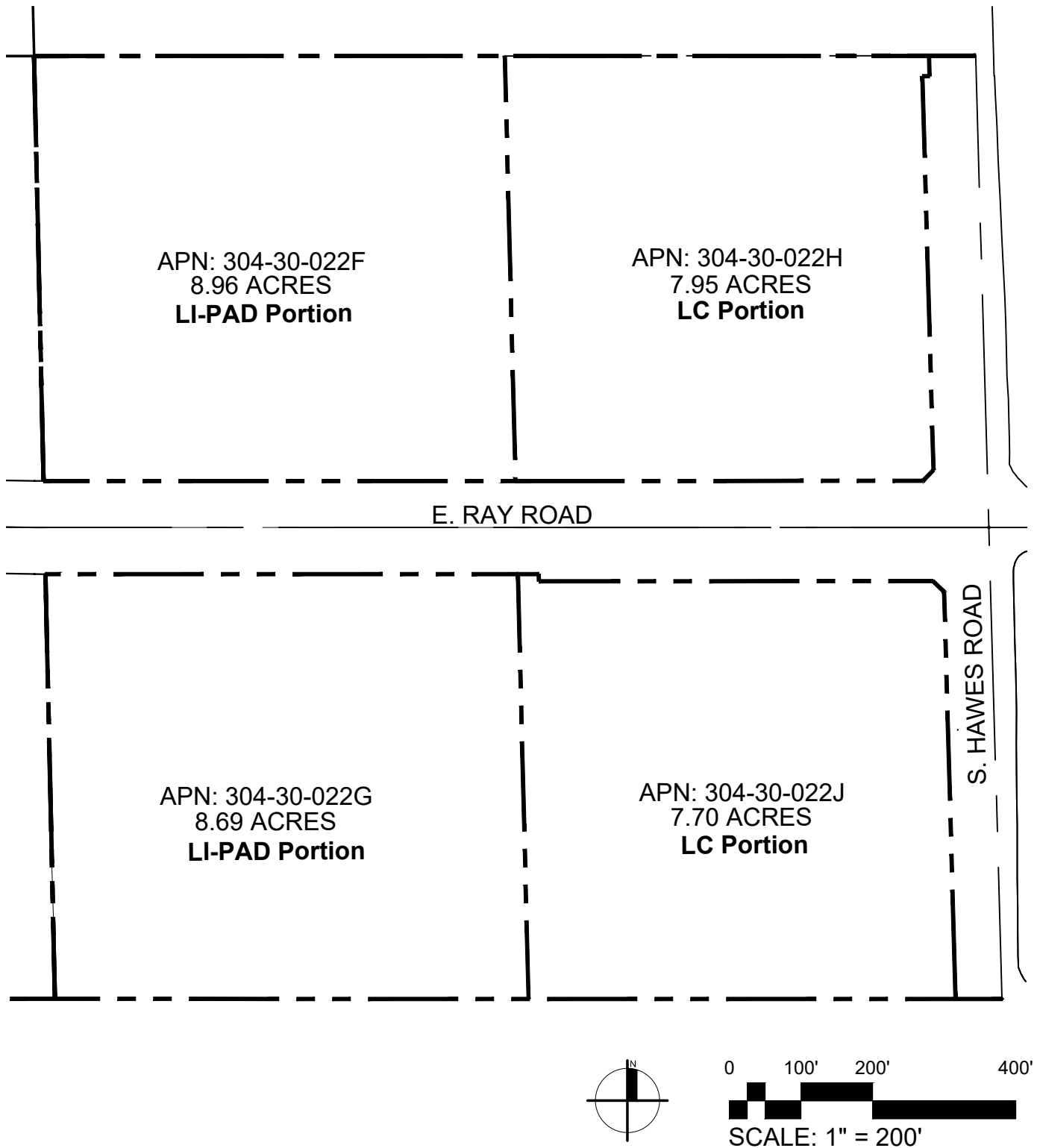
## DEPICTION OF THE PROPERTY



**EXHIBIT B-2 TO THE DEVELOPMENT AGREEMENT:**  
DEPICTION OF THE LI-PAD PORTION AND THE LC PORTION OF THE PROPERTY

## EXHIBIT B-2

### DEPICTION OF THE LI-PAD PORTION AND THE LC PORTION

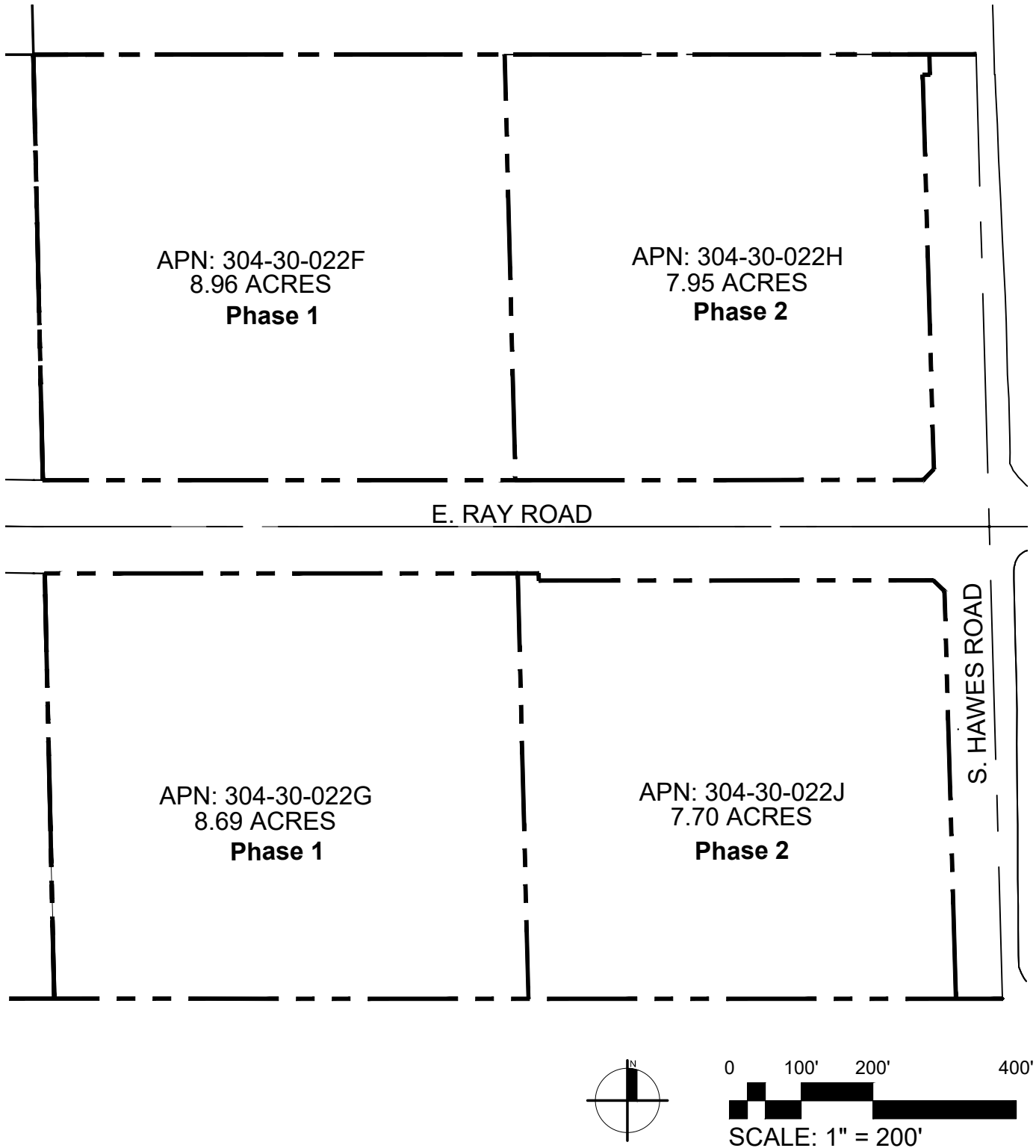


**EXHIBIT C TO THE DEVELOPMENT AGREEMENT:**  
**IDENTIFICATION OF THE PHASES OF THE PROJECT**



# EXHIBIT C

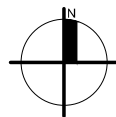
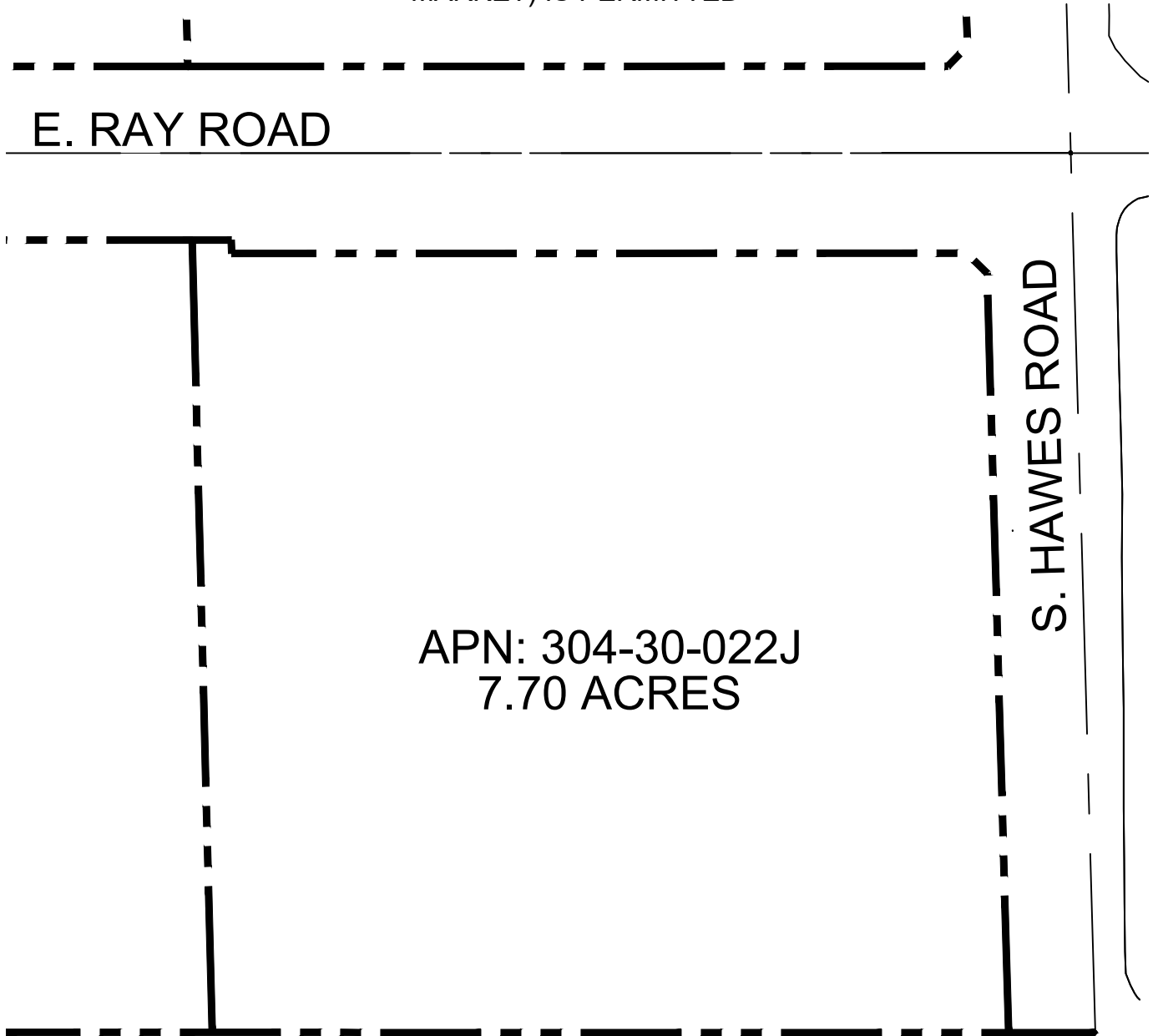
## IDENTIFICATION OF THE PHASES OF THE PROJECT



**EXHIBIT D TO THE DEVELOPMENT AGREEMENT:**  
DEPICTION OF APN 304-30-022J WHERE ONE SERVICE STATION (WITH OR  
WITHOUT A CONVENIENCE MARKET) IS PERMITTED

## EXHIBIT D

DEPICTION OF APN 304-30-022J WHERE ONE SERVICE  
STATION (WITH OR WITHOUT CONVENIENCE  
MARKET) IS PERMITTED



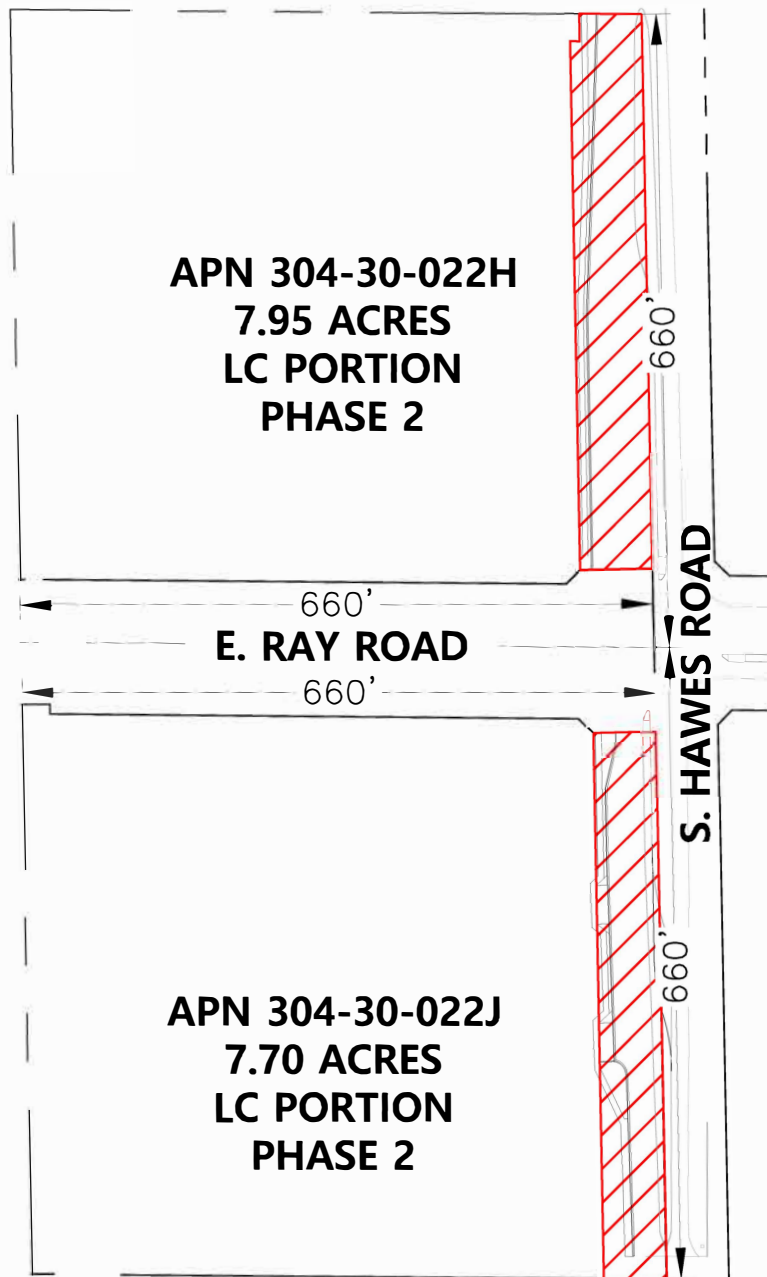
0 60' 120' 240'

SCALE: 1" = 120'

**EXHIBIT E TO THE DEVELOPMENT AGREEMENT:**  
**DESCRIPTION AND DEPICTION OF THE DEFERRED HAWES ROAD IMPROVEMENTS**

# EXHIBIT E

## DEPICTION OF DEFERRED HAWES ROAD ROAD IMPROVEMENTS



### LEGEND



DEFERRED HAWES ROAD  
IMPROVEMENTS



0' 100' 200' 400'



SCALE: 1"=200'

# **EXHIBIT E**

## **DESCRIPTION OF DEFERRED HAWES ROAD IMPROVEMENTS**

### **West half of S. Hawes Rd. and PUF**

Arterial street right-of-way improvements (65' / 75' ROW & 8' PUF, installed as a 6-lane cross-section with 8' raised median per City of Mesa Standard Detail M-46.03.2, 47' from CL to FC for normal width), from the north property line to the southern property line. Including:

- a. AC Pavement
- b. Curb & gutter
- c. Sidewalk
- d. Concrete Driveways
- e. Streetlights
- f. Storm drain systems
- g. Signing & striping
- h. Staking & testing
- i. Fiber optic quad-duct bank
- j. Landscaping and supporting irrigation system

Only those improvements specifically listed above in this Exhibit E are Deferred Hawes Road Improvements. All other off-site street improvements are Public Infrastructure Improvements including but not limited to, the off-site intersection improvements at the intersection of Ray Road and Hawes Road (such as the traffic signal, curb returns, sidewalk improvements, paving and striping), and the signing and striping and other street improvements east of the Ray Road and Hawes Road intersection required to transition to the street improvements that currently exist.

**EXHIBIT F TO THE DEVELOPMENT AGREEMENT:**  
FORM OF FINANCIAL ASSURANCE NOTICE

**EXHIBIT F TO THE DEVELOPMENT AGREEMENT:**  
**FORM OF FINANCIAL ASSURANCE NOTICE**

**FINANCIAL ASSURANCE NOTICE**

This Financial Assurance Notice (this “**Notice**”) is delivered pursuant to that certain Development Agreement (DA23-00014) having an Effective Date of \_\_\_\_\_ (the “**Agreement**”) by and between the CITY OF MESA, an Arizona municipal corporation (“**City**”) and MESA AIRPORT GROWTH PROPERTIES LLC, a Delaware limited liability company (“**Owner**”).

The undersigned, a duly authorized representative of Owner, hereby certifies to City that, as of the date of this Notice, the tangible net worth of Owner is at least five (5) times the current (within six (6) months of the date of this Notice) estimated cost to complete the Deferred Hawes Road Improvements (as defined in the Agreement), which Owner estimates to be \$ \_\_\_\_\_.

This certification is based on Owner’s net worth as of the end of Owner’s last fiscal year and is made for the purpose of satisfying the financial assurances requirements set forth in Section 3.3 of the Agreement. This Notice, and the certifications made herein, may be relied upon by City in connection with its administration and enforcement of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Notice as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Owner**

Name, Type of Entity

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

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

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

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who acknowledged that he/she signed the foregoing instrument on behalf of Owner.

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

My commission expires:

\_\_\_\_\_



**EXHIBIT G TO THE DEVELOPMENT AGREEMENT:**

DEPICTION AND LOCATION OF FULL ACCESS MEDIAN OPENING ON RAY RD.,  
3/4 ACCESS MEDIAN OPENING ON HAWES RD., SHARED DRIVEWAY, AND  
ADDITIONAL FULL ACCESS OPENING

# EXHIBIT G

DEPICTION AND LOCATION OF:  
FULL ACCESS MEDIAN OPENING ON RAY RD.,  
3/4 ACCESS MEDIAN OPENING ON HAWES RD, SHARED  
DRIVEWAY, AND ADDITIONAL FULL ACCESS OPENING

