

WHEN RECORDED RETURN TO:

City of Mesa
Attn: Real Estate Services
P. O. Box 1466
Mesa, Arizona 85211-1466

**PERMIT FOR ABOVE-GRADE ENCROACHMENT
INTO A PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENT**

This Permit for Above-Grade Encroachment into a Public Right-of-Way or Public Easement (this “**Encroachment Permit**”) is entered by the City of Mesa, Arizona, an Arizona municipal corporation (“**City**”), and OZ16 QOZB, LLC, a Utah limited liability company (“**Developer**”). City and Developer are referred to herein collectively as the “**Parties**,” or individually as a “**Party**.”

RECITALS

A. Developer holds fee title to that certain real property located on the southeast corner of S. Country Club Drive and W. Main Street, in the City of Mesa in the County of Maricopa, otherwise known as APN 138-54-008A, APN 128-54-009A, APN 138-54-039, APN 138-54-038, APN 138-54-043 and APN 138-54-036, as legally described on Exhibit A (the “**Property**”).

B. Pursuant to that certain Development Agreement (DA25-00028) entered by City and Developer contemporaneously with this Encroachment Permit (the “**Development Agreement**”), Developer agreed, in part, to develop the Project on the Property, which includes a mixed-use development with commercial, retail/restaurant or offices, and market-rate apartments on or along W. Main Street, and structured parking and other improvements.

C. As part of the Project, Developer desires to construct, install, and maintain above-grade encroachments in a portion of City’s right-of-way or public easement.

D. Under the Mesa City Code (“**City Code**”), encroachments in City’s right-of-way and public easements are prohibited except with the authorization of a right-of-way encroachment permit by the City Engineer under City Code 9-2-3(A), and this Encroachment Permit is intended to be such right-of-way encroachment permit.

E. Subject to compliance with the Development Agreement, this Encroachment Permit, and Applicable Laws, City will allow, for purposes of City Code 9-2-3(A), the construction and maintenance of only those certain encroachments in City’s right-of-way or public easements described on Exhibit B and at the location depicted on Exhibit C (the “**Encroachment**”).

ENCROACHMENT PERMIT

Now, therefore, in consideration of the promises and agreements contained in this Encroachment Permit, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Definitions. Unless otherwise defined in this Encroachment Permit, the capitalized terms in this Encroachment Permit are as defined in the Development Agreement.

3. Encroachment Allowed. City will allow construction and maintenance only of the Encroachment described on Exhibit B and at the location depicted on Exhibit C. All portions of the Encroachment must remain a minimum height of 15 feet above the finished floor and extend only into that portion of the right-of-way or public easement depicted on Exhibit C. For the avoidance of doubt, this Encroachment Permit does not allow any of the following in City's right-of-way or public easements, or portions thereof: (a) at-grade improvements or encroachments; or (b) water lines, water pipes, or plumbing; except as may be modified pursuant to Section 4.

4. Modification. Developer may request modifications to the Encroachment related to design or construction matters discovered after execution of this Encroachment Permit by submitting, in writing, the proposed modification to the City Engineer for review. The City Engineer, in their sole, absolute, and unfettered discretion, may approve or deny the proposed modification. If the City Engineer approves a proposed modification, the City Engineer will provide to Developer written approval of the proposed modification that cites to this Section. Additionally, the City Engineer, at their sole, absolute, and unfettered discretion, may impose additional terms, requirements, and restrictions on the proposed modification as conditions of approval that will be included in the written approval. All modifications to the Encroachment will be subject to Applicable Laws and Developer will be required to obtain all applicable permits and approvals required by City for the construction, installation, and maintenance of the approved modification, and to comply with all requirements of the City Code including Sections 9-1-2 and 9-2-3.

5. Construction; Maintenance; Repair.

a. Developer Obligation. Developer must, at its sole cost and expense, and in a first-class, sound, clean, and attractive manner and in compliance with Applicable Laws: (i) design, construct, and install the Encroachment; (ii) at all times maintain the Encroachment; and (iii) repair any and all damage to the Encroachment including damage caused by persons, vehicles, vandalism, and by City, contractors, and utility companies working in the right-of-way or public easement, except for damage solely and exclusively arising from or caused by the gross negligence or intentional misconduct of City. Developer must obtain all applicable permits and approvals as required by City for the construction, installation, maintenance, and repair of the Encroachment, and Developer must comply with all requirements of the City Code including Sections 9-1-2 and 9-2-3. City has no obligation to design, construct, install, maintain, or repair the Encroachment, except for repairing damage solely and exclusively arising from or caused by the gross negligence or intentional misconduct of City.

b. Notice to City; Inspection. Developer must submit Notice to the City Engineer 20 days prior to commencement, and within five days of completion, of (i) construction of the Encroachment; (ii) all repairs to the Encroachment; and (iii) all non-routine maintenance to

the Encroachment. The City Engineer has sole, absolute, and unfettered discretion to inspect the construction, repair, or non-routine maintenance to determine whether such complies with this Encroachment Permit and Applicable Laws. For purposes of this Encroachment Permit, “**non-routine maintenance**” means any maintenance to the Encroachment involving or addressing concrete patching, welding, erosion of metal, or any maintenance not performed on a routine schedule or basis.

6. Repair or Replacement.

a. Danger of Bodily Injury or Death. If the City Engineer determines the Encroachment presents a danger of bodily injury or death (a “**Bodily Hazard**”), the requirements of this Subsection apply.

i. Emergency Safety Measures. Upon Notice from City of a Bodily Hazard, Developer, at its sole cost and expense, must proceed immediately to construct and install emergency safety measures designed to minimize the Bodily Hazard to the fullest extent possible, until Developer can permanently repair or replace the Encroachment. Developer must use all and best efforts to complete the construction and installation of the emergency safety measures within 48 hours of Notice from City. The emergency safety measures must remain in place until Developer completes permanent repairs or replacement of the Encroachment as required by Subsection (a)(ii) below.

ii. Repair or Replacement. In addition to its obligations in Subsection (a)(i) above, upon Notice from City of a Bodily Hazard, Developer, at its sole cost and expense, must proceed immediately and use best efforts to repair or replace the Encroachment to bring the Encroachment into compliance with this Encroachment Permit and Applicable Laws and to eliminate the Bodily Hazard. Developer must use all and best efforts to complete the required repair or replacement within 30 days of Notice from City; provided, however, if the required repair or replacement cannot reasonably be completed within 30 days of Notice from City, and Developer promptly commenced physical construction of the required repair or replacement and diligently and continuously pursues completion of, and uses all and best efforts to complete, the required repair or replacement, the timeframe to complete the required repair or replacement will be extended for an additional 90 days or other length of time as approved by the City Engineer.

b. Danger of Damage to Real or Personal Property or to Encroachment. If the City Engineer determines the Encroachment presents a danger of damage to real or personal property (including sidewalks, curbs, gutters, building facades, or colonnades) or to the Encroachment, or Developer failed to design, construct, install, or maintain the Encroachment as required by this Encroachment Permit (collectively, a “**Property Hazard**”), but the Encroachment does not present a Bodily Hazard, the requirements of this Subsection apply. Upon Notice from City of a Property Hazard, Developer, at its sole cost and expense, must proceed promptly to repair or replace the Encroachment to bring the Encroachment into compliance with this Encroachment Permit and Applicable Laws. Developer must diligently and continuously pursue the completion of the required repair or replacement. Both Developer and City will agree to a commercially reasonable timeframe for Developer to complete the required repair or replacement.

c. Notice to City; Inspection. Developer's obligations under Subsections (a) and (b), above, will not be complete until approved by City, and such approval will not be unreasonably denied. Developer must submit Notice to the City Engineer within five days of installing the emergency safety measures and within five days of finishing work on the required repair or replacement. City or a third-party engineer retained by City will inspect the emergency safety measures and the required repair or replacement to determine compliance with this Encroachment Permit and Applicable Laws.

d. Notice to Developer. The ability of City to provide Notice to Developer of a danger presented by the Encroachment as set forth in Section 6 is not an obligation of City to do so, nor a waiver of any obligations of Developer to inspect and maintain the Encroachment in accordance with this Encroachment Permit and Applicable Laws.

e. Time Periods. City may extend the time periods in Section 6 if the City Engineer determines the circumstances warrant an extension.

7. Inspections. In addition to the inspections City may perform pursuant to Sections 5 and 6 above, from time to time, but not more often than annually, City may require Developer, at Developer's sole cost and expense, to retain a third-party engineer to inspect the Encroachment and to certify the Encroachment complies with this Encroachment Permit and Applicable Laws. Inspection by City or a third-party engineer pursuant to Section 5 or 6 above or this Section will not release Developer of its obligations to design, construct, install, at all times maintain, repair, and replace the Encroachment in a first-class, sound, clean, and attractive manner and in compliance with this Encroachment Permit and Applicable Laws.

8. Compliance with City Code. This Encroachment Permit does not modify, change, or alter City Code requirements, ordinances, or regulations. Accordingly, separate from the Development Agreement and this Encroachment Permit, Developer will obtain all applicable permits and approvals as required by City for the construction, installation, and maintenance of the Encroachment, and Developer will comply with all requirements of the City Code including Sections 9-1-2 and 9-2-3.

9. Request for Additional Encroachment. All requests by Developer for additional encroachments not explicitly allowed by this Encroachment Permit must be made through the standard City process and evidenced by a separate City right-of-way encroachment permit in compliance with City Code 9-2-3(A) and must comply with Applicable Laws.

10. Indemnification. Developer will be solely responsible and liable for, and defend, indemnify, pay, and hold harmless City and City's officers, employees, elected and appointed officials, agents, and representatives (all of the foregoing, including City, collectively, "**City Indemnified Parties**") from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits, including attorneys' fees, experts' fees, and court costs associated with such matters (all of the foregoing, collectively, "**Claims**") arising from or related to, in whole or part: (a) the design, construction, installation, location, maintenance, repair, replacement, removal, or use of the Encroachment; (b) the use of the right-of-way or public easement for the Encroachment; (c) the maintenance, repair, or replacement of

sidewalk, curb, and gutter improvements of, on, or adjacent to W. Main Street; (d) any person or object falling from the Encroachment, whether intentionally or negligently; and (e) any act or omission by Developer, or its employees, contractors, subcontractors, agents, representatives, tenants, subtenants, or invitees pursuant to or related to the Encroachment; except those Claims solely and exclusively arising from or caused by the gross negligence or intentional misconduct of a City Indemnified Party. Developer's obligations pursuant to this Section extend to and encompass all costs incurred by Developer in defending such Claims, including attorney, witness, and expert witness fees, and any other litigation related expenses. The obligations to defend, indemnify, pay, and hold harmless in this Section are in addition to, and do not limit, Developer's obligations set forth in the Development Agreement.

11. Insurance.

11.1. Types of Insurance. Developer must, at its sole cost and expense, procure and maintain for the duration of this Encroachment Permit the following types of insurance:

a. General liability insurance (including contractual liability coverage) for personal injury, bodily injury (including wrongful death), and damage to property, in, on, or at the Encroachment, with a combined single limit of not less than three million dollars (\$3,000,000.00) per occurrence and not less than five million dollars (\$5,000,000.00) general aggregate limit, insuring against any and all liability and claims for injury to persons or damage to property that may arise from or in connection to the use or maintenance of the Encroachment or criminal acts, and for injuries to persons or damages to property that may arise from or in connection with this Encroachment Permit by Developer, its agents, subtenants, employees, contractors, licensees, or invitees. The general liability insurance must include contractual liability coverage of Developer's indemnification obligations under this Encroachment Permit.

b. Professional liability insurance for personal injury, bodily injury (including wrongful death), and damage to property, in, on, or at the Encroachment, with a combined single limit of not less than three million dollars (\$3,000,000.00) per occurrence and not less than five million dollars (\$5,000,000.00) general aggregate limit, insuring against any and all liability and claims for injury to persons or damage to property that may arise from or in connection to the design, construction, installation, use, or maintenance of the Encroachment or criminal acts, and for injuries to persons or damages to property that may arise from or in connection with this Encroachment Permit by Developer, its agents, subtenants, employees, contractors, licensees, or invitees. Developer must require all design professionals and consultants (*e.g.*, architects, engineers) to obtain professional liability insurance with limits of liability not less than those stated in this Subsection.

c. At the time of this Encroachment Permit, the amount of general liability and professional liability insurance described herein is reasonable; however, this Encroachment Permit creates a potentially perpetual obligation of, and relationship among, Developer and City; and inflation and other economic pressures arising after the date of this Encroachment Permit may, over time, cause the amount stated above to be inadequate and may need to be adjusted to provide the protection reasonably required and expected by City. Accordingly, Developer must maintain general liability and professional liability insurance in

amounts that are standard and reasonable for the sorts of activities being conducted at or from the Encroachment, in amounts sufficient to provide adequate public liability as contemplated by this Encroachment Permit. City will review the general liability and professional liability insurance coverage amounts every five years and work in good faith to adjust the coverages to provide the protection required and expected by City but in no event less than three million dollars (\$3,000,000.00) per occurrence with respect to any one accident in, on, or at the Encroachment and not less than five million dollars (\$5,000,000.00) general aggregate limit.

11.2. Additional Insurance Requirements. Developer and all policies of insurance procured by Developer with respect to the Encroachment must meet the additional insurance requirements of this Section.

a. All policies of insurance procured by Developer must be from insurance companies authorized to do business in the state of Arizona and with an “AM Best” rating of not less than A-VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Developer from potential insurer insolvency.

b. City Indemnified Parties must be named as additional insureds (up to the full coverage limit and to the same extent of coverage as the insurance purchased by Developer, even if those limits of coverage exceed those required by this Encroachment Permit) and added by endorsements on all general liability policies of insurance procured by Developer. All required Certificates of Insurance and endorsements must be provided to City, for City’s review and approval, before the applicable coverage period, sent directly to:

Mesa City Attorney’s Office
Attn: Risk Management
P.O. Box 1466
Mesa, Arizona 85211

and

City of Mesa
Attn: Real Estate Services
P.O. Box 1466
Mesa, Arizona 85211
With a required copy to: propertymanagement@mesaaz.gov

City may require complete copies of the required insurance policies at any time, but not more than once each 12 consecutive month period during the term of this Encroachment Permit.

c. All policies of insurance procured by Developer (i) will be primary and non-contributory with respect to all of City’s insurance sources; (ii) will include a waiver of subrogation rights in favor of City Indemnified Parties; and (iii) must include provisions to the effect that they will not be suspended, voided, cancelled, or reduced in coverage except after 30 days’ prior Notice to City.

d. In addition to a primary policy, an excess or umbrella policy may be used to meet the minimum requirements if the excess or umbrella policy is written on a “following form” basis.

e. All deductibles and self-insured retention in excess of \$250,000 will be declared to, and subject to approval by, City. Developer will be solely responsible for payment of any deductible or self-insured amounts and waives all rights it may have to seek recovery of such amounts from City Indemnified Parties.

11.3. Failure to Procure or Maintain. If Developer fails to procure or maintain any insurance required by this Encroachment Permit, City may, but is not required to, procure and maintain any and all insurance required by this Encroachment Permit and Developer must fully reimburse City for all costs incurred in procuring or maintaining such insurance within 10 days of City requesting reimbursement.

12. Breach; Notice and Cure.

12.1. Breach. Failure by either Party to comply with any provision of this Encroachment Permit will be a breach of this Encroachment Permit.

12.2. Notice and Cure. Upon occurrence of a breach of this Encroachment Permit by either City or Developer, the breaching Party will, upon Notice from the non-breaching Party, proceed immediately to cure or remedy such breach; and, in any event, such breach must be cured within 30 days of the breaching Party’s receipt of such Notice.

13. Remedies of City.

a. General. The Parties agree if a Default occurs, monetary damages would not be an adequate remedy and City will be entitled to equitable relief, including a temporary restraining order, an injunction, and specific performance of this Encroachment Permit, in addition to any other remedy available (including damages, costs, and attorney fees), without any requirement to post a bond or other security or to prove actual damages or that monetary damages would not afford an adequate remedy. Developer agrees not to oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Encroachment Permit. City’s rights and remedies are cumulative, and the exercise by City of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same breach or any other breach by Developer.

b. Breach of Maintenance or Repair Obligations. In addition to the remedies in Subsection (a) above, if an uncured breach by Developer involves Developer failing to meet any of its obligations under Section 5 to maintain or repair the Encroachment, City may, but does not have an obligation to, maintain or repair the Encroachment. If City maintains or repairs the Encroachment, Developer must reimburse City, within 30 days of receipt of invoice, for all costs incurred by City, including administrative fees and legal fees incurred to collect the reimbursement.

c. Breach of Repair or Replacement Obligations. In addition to the remedies in Subsection (a) above, if an uncured breach by Developer involves Developer failing to meet any of its obligations under Section 6 to repair or replace the Encroachment, City will have the following remedies:

i. City may repair or replace the Encroachment. If City repairs or replaces the Encroachment, Developer must reimburse City, within 30 days of receipt of invoice, for all costs incurred by City, including administrative fees and legal fees incurred to collect the reimbursement. The ability of City to repair or replace the Encroachment, as set forth in this Subsection, is not an obligation of City to do so.

ii. City may revoke this Encroachment Permit. If City revokes this Encroachment Permit, upon Notice or revocation from City, Developer, at its sole cost and expense, must proceed immediately to remove the Encroachment and restore the right-of-way or public easement property immediately adjacent to where the Encroachment was located. Developer must use all and best efforts to complete the removal of the Encroachment and restoration of the right-of-way or public easement within 30 days of revocation of this Encroachment Permit; provided, however, if the removal and restoration cannot reasonably be completed within 30 days of Notice from City, and Developer promptly commenced the removal and restoration and diligently and continuously pursues completion of, and uses all and best efforts to complete, the removal and restoration, the timeframe to complete the removal and restoration will be extended for an additional 90 days or other length of time as approved by the City Engineer.

City will not incur expense or liability for revoking this Encroachment Permit. If Developer fails to remove the Encroachment or restore the right-of-way or public easement as required by Subsection (c), City may, but does not have an obligation to, remove the Encroachment or restore the right-of-way or public easement, and Developer must reimburse City, within 30 days of receipt of invoice, for all costs incurred by City, including administrative fees and legal fees incurred to collect the reimbursement.

14. Remedies of Developer. Developer's sole and exclusive remedy for an uncured breach by City will consist of and will be limited to a special action or other similar relief (whether characterized as mandamus, injunction, specific performance, or otherwise), requiring City to undertake and to fully and timely perform its obligations under this Encroachment Permit, and Developer hereby waives any and all right to recover actual, punitive, consequential, special, and any other type of damages whatsoever.

15. Nonexclusive License. This Encroachment Permit is a nonexclusive license, and nothing in this Encroachment Permit will be construed to prevent or restrict, in any way, City from using or granting others the right to use the right-of-way or public easement where the Encroachment is located so long as such use does not unreasonably interfere with Developer's use as allowed by this Encroachment Permit.

16. Runs with the Property; Restriction on Assignment. All provisions of this Encroachment Permit, including the benefits and burdens, run with the Property and are binding upon Developer and all future Developers and tenants of the Property and their respective heirs and successors in interest, will inure to the benefit of City, and will survive the expiration or termination of the Development Agreement; provided, however, this Encroachment Permit will expire if the Encroachment is not constructed or installed by the applicable Compliance Date, including any Extended Compliance Date. Developer may not assign its rights under this Encroachment Permit apart from an assignment of the Development Agreement in compliance with the Development Agreement. Any purported assignment of this Encroachment Permit in violation of this Encroachment Permit or the Development Agreement will be void, and not voidable.

17. General Provisions.

17.1. Notice. All notices and demands required or permitted by this Encroachment Permit (each, a “**Notice**”) must be in writing and must be given by (a) personal delivery, or (b) any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), delivery charges prepaid for “next business day” delivery, and addressed to City or Developer at the following addresses:

To City: City of Mesa
 Attn: Manager of Urban Transformation
 26 N. MacDonald, Suite 200
 Mesa, Arizona 85201

and

City of Mesa
Attn: City Engineer
20 E. Main Street, Suite 500
Mesa, Arizona, 85201

and

City of Mesa
Attn: City Attorney
20 E. Main Street, Suite 850
Mesa, Arizona, 85201

To Developer: OZ16 QOZB, LLC
 Attn: Steve Ruf
 195 North State, # 100
 Lindon, Utah 84042

Communications sent by United States Postal Service or digitally will not be sufficient as Notices but will be regarded only as courtesies. A Notice personally delivered will be

deemed effective upon its receipt (or refusal to accept receipt) by the addressee. A Notice sent by a nationally recognized express or overnight delivery service will be deemed effective one business day after deposit with such service. Either Party may designate a different person or entity or change the address to which a Notice must be given by providing Notice in compliance with this Section. Attorneys for each Party may give Notice on behalf of the Party they represent.

17.2. Existing Easements and Licenses. This Encroachment Permit is subject to all existing easements, licenses, permits, leases, and encumbrances of record. Developer is responsible for ascertaining the rights of all third parties in the right-of-way or public easement where the Encroachment is located.

17.3. Amendments. Any amendments to this Encroachment Permit must be in writing, signed by both Parties, and approved by the City Engineer.

17.4. Waiver. Neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Encroachment Permit will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor will any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver will be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

17.5. Conflict of Interest Statute. This Encroachment Permit is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

17.6. Governing Law; Choice of Forum. This Encroachment Permit will be deemed to be made under, will be construed in accordance with, and will be governed by the laws of the State of Arizona. Any action brought to interpret, enforce or construe any provision of this Encroachment Permit must be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.

17.7. Severability. If any term, covenant, condition, or provision of this Encroachment Permit is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such term, covenant, condition, or provision will be deemed severed from this Encroachment Permit and this Encroachment Permit will otherwise remain in full force and effect.

17.8. No Third-Party Beneficiaries. No person or entity will be a third-party beneficiary to this Encroachment Permit and no third party has any right or cause of action under this Encroachment Permit.

17.9. Surviving Provisions. All obligations of Developer to pay, indemnify, defend, and hold harmless will survive the expiration, revocation, or termination of the Development Agreement or this Encroachment Permit. Additionally, any other provisions that reasonably should survive will survive the expiration, revocation, or termination of this Encroachment Permit.

17.10. Entire Agreement. This Encroachment Permit, together with the Development Agreement, constitutes the entire agreement between the Parties pertaining to the encroachments allowed in City's right-of-way and public easements for the Project. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, pertaining to the encroachments allowed in City's right-of-way and public easements for the Project are hereby superseded.

17.11. Recordation. This Encroachment Permit will be recorded in the Official Records of Maricopa County, Arizona and will burden title to the Property.

17.12. Estoppel Certificate. City will, at any time upon reasonable request by Developer, provide to any Lender an estoppel certificate or other document evidencing that (i) this Encroachment Permit is in full force and effect and (ii) no breach or default by Grantor exists hereunder (or, if appropriate, specifying the nature and duration of any existing breach or default).

17.13. Counterparts. This Encroachment Permit may be executed in multiple counterparts, each of which will be deemed an original and all of which, taken together, will constitute one Encroachment Permit, as if the Parties signed the Encroachment Permit on the same signature page. A facsimile or other electronically delivered signature to this Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

17.14. Exhibits. The following exhibits that are attached to this Encroachment Permit are incorporated herein by this reference:

<u>Exhibit A:</u>	Legal Description of the Property
<u>Exhibit B:</u>	Description of Encroachment
<u>Exhibit C:</u>	Encroachment Section

Signatures are on the following page.

EXHIBIT A TO ENCROACHMENT PERMIT
LEGAL DESCRIPTION OF PROPERTY



PAGE 1 OF 2

May 30, 2025
PROJECT # 051417-02-001

**LEGAL DESCRIPTION
EAST PARCEL WITH ABANDONMENT**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22, FROM WHICH POINT THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS SOUTH 89°47'53" EAST (BASIS OF BEARINGS), A DISTANCE OF 2608.43 FEET;

THENCE SOUTH 89°47'53" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 239.84 FEET TO THE CENTERLINE OF MORRIS STREET;

THENCE ALONG SAID CENTERLINE, SOUTH 00°13'45" WEST, A DISTANCE OF 66.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET, AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID CENTERLINE, SOUTH 89°47'53" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 109.50 FEET;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°13'45" WEST, A DISTANCE OF 204.27 FEET;

THENCE SOUTH 89°47'53" EAST, A DISTANCE OF 118.56 FEET;

THENCE SOUTH 00°13'45" WEST, A DISTANCE OF 105.62 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MAHONEY AVENUE;

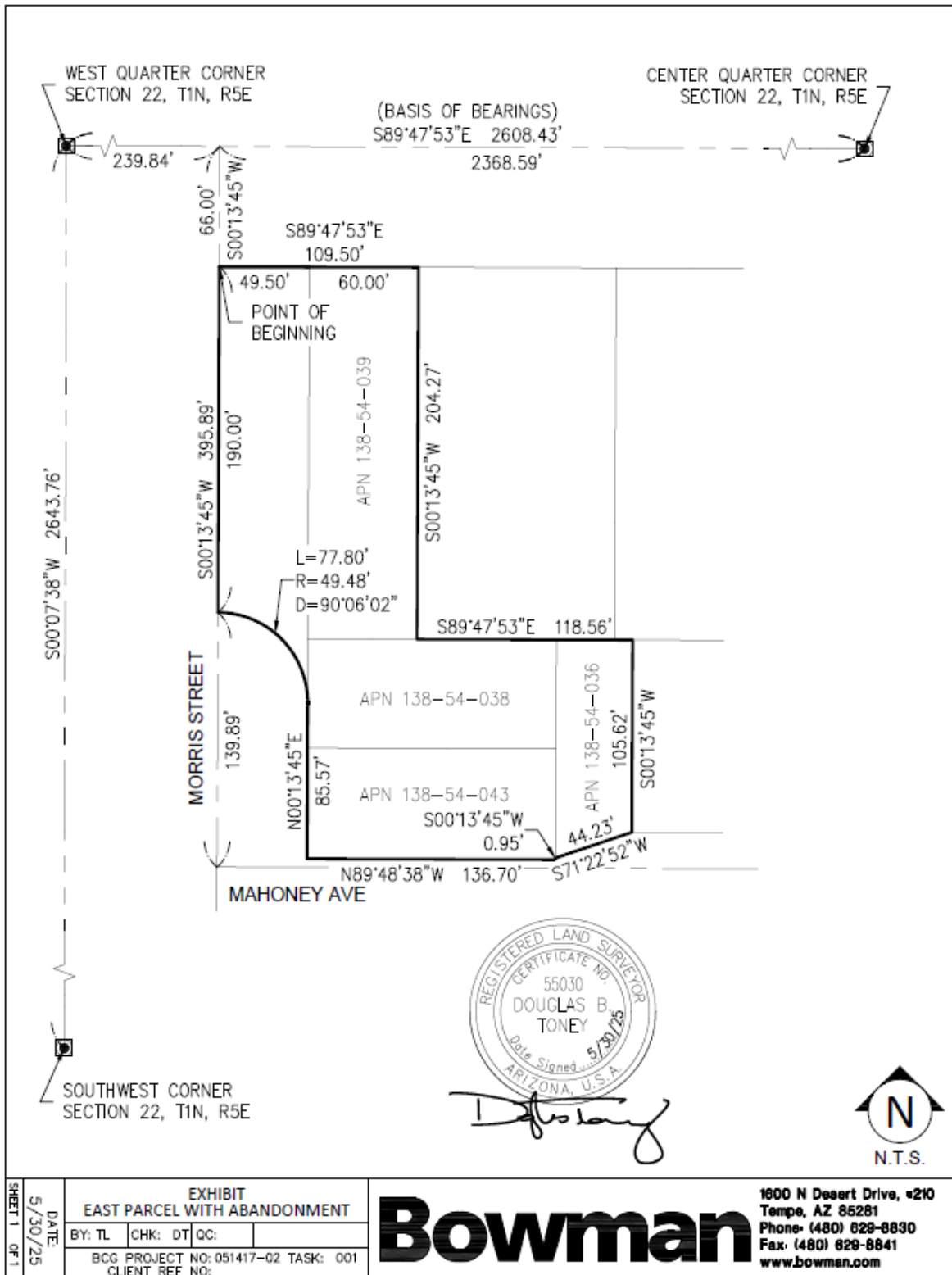
THENCE SOUTH 71°22'52" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 44.23 FEET;

THENCE SOUTH 00°13'45" WEST, A DISTANCE OF 0.95 FEET;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°48'38" WEST, A DISTANCE OF 136.70 FEET TO THE EAST RIGHT-OF-WAY LINE OF MORRIS STREET;

THENCE NORTH 00°13'45" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 88.57 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 49.48 FEET, AND A RADIUS POINT WHICH BEARS NORTH 89°41'51" WEST;

Bowman • 1600 N Desert Drive, #210 • Tempe, Arizona 85288 • P: 480.629.8830



May 30, 2025
PROJECT # 051417-02-001

**LEGAL DESCRIPTION
WEST PARCEL WITH ABANDONMENT**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22, FROM WHICH POINT THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS SOUTH 89°47'53" EAST (BASIS OF BEARINGS), A DISTANCE OF 2608.43 FEET;

THENCE SOUTH 89°47'53" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 95.77 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°12'07" WEST, A DISTANCE OF 66.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET, AND THE POINT OF BEGINNING;

THENCE SOUTH 89°47'53" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 144.04 FEET TO THE CENTERLINE OF MORRIS STREET;

THENCE ALONG SAID CENTERLINE, SOUTH 00°13'45" WEST, A DISTANCE OF 190.00 FEET;

THENCE DEPARTING SAID CENTERLINE, NORTH 89°47'53" WEST, A DISTANCE OF 151.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB DRIVE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°01'48" WEST, A DISTANCE OF 89.70 FEET;

THENCE NORTH 89°47'53" WEST, A DISTANCE OF 0.33 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°02'12" WEST, A DISTANCE OF 90.30 FEET;

THENCE NORTH 44°17'15" EAST, A DISTANCE OF 13.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,846 SQ.FT. OR 0.6622 ACRES, MORE OR LESS.



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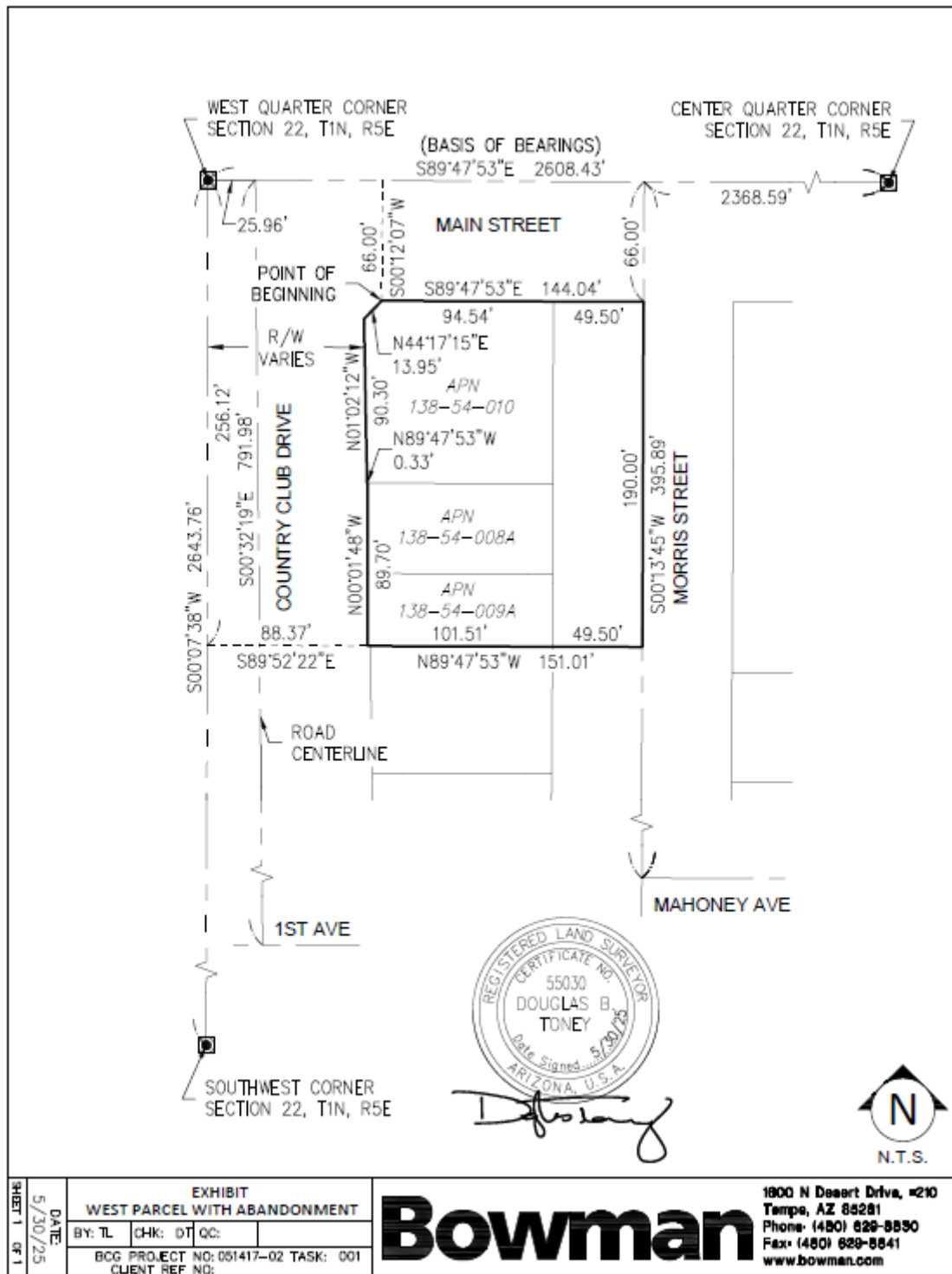


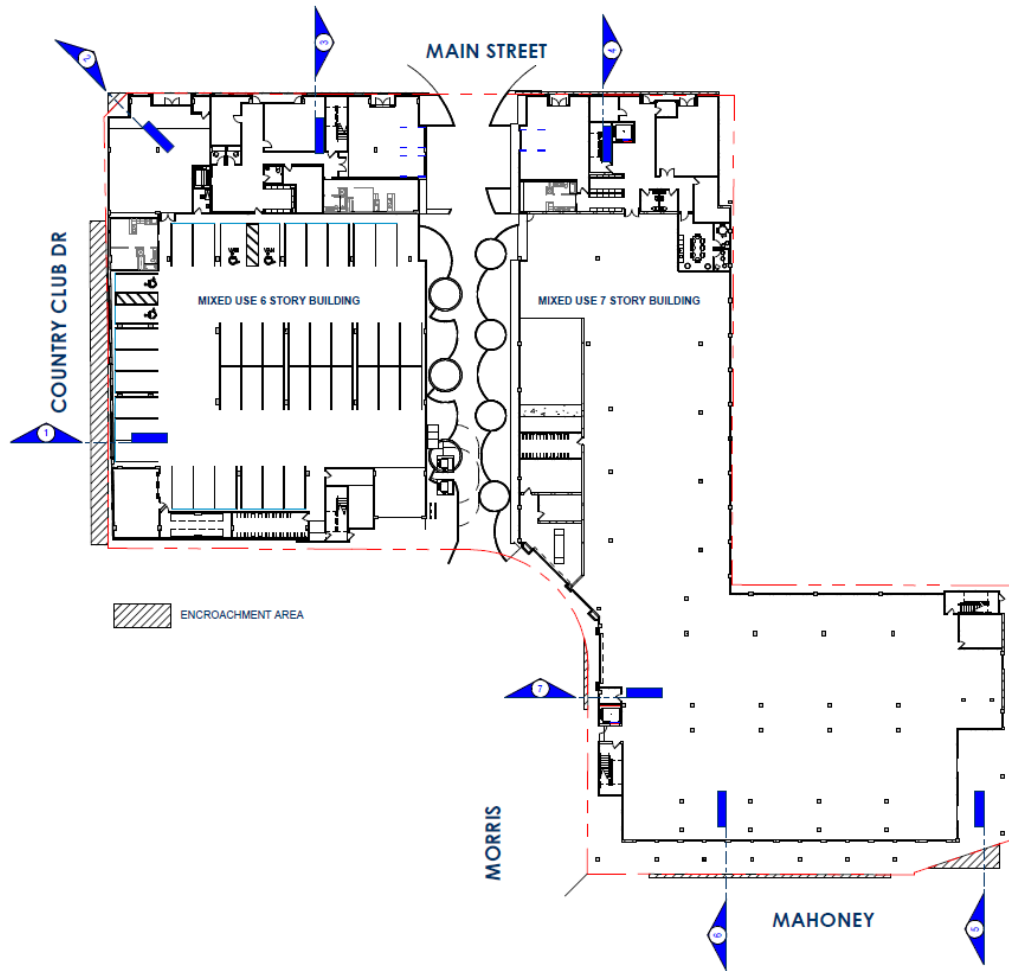
EXHIBIT B TO ENCROACHMENT PERMIT
DESCRIPTION OF ENCROACHMENT

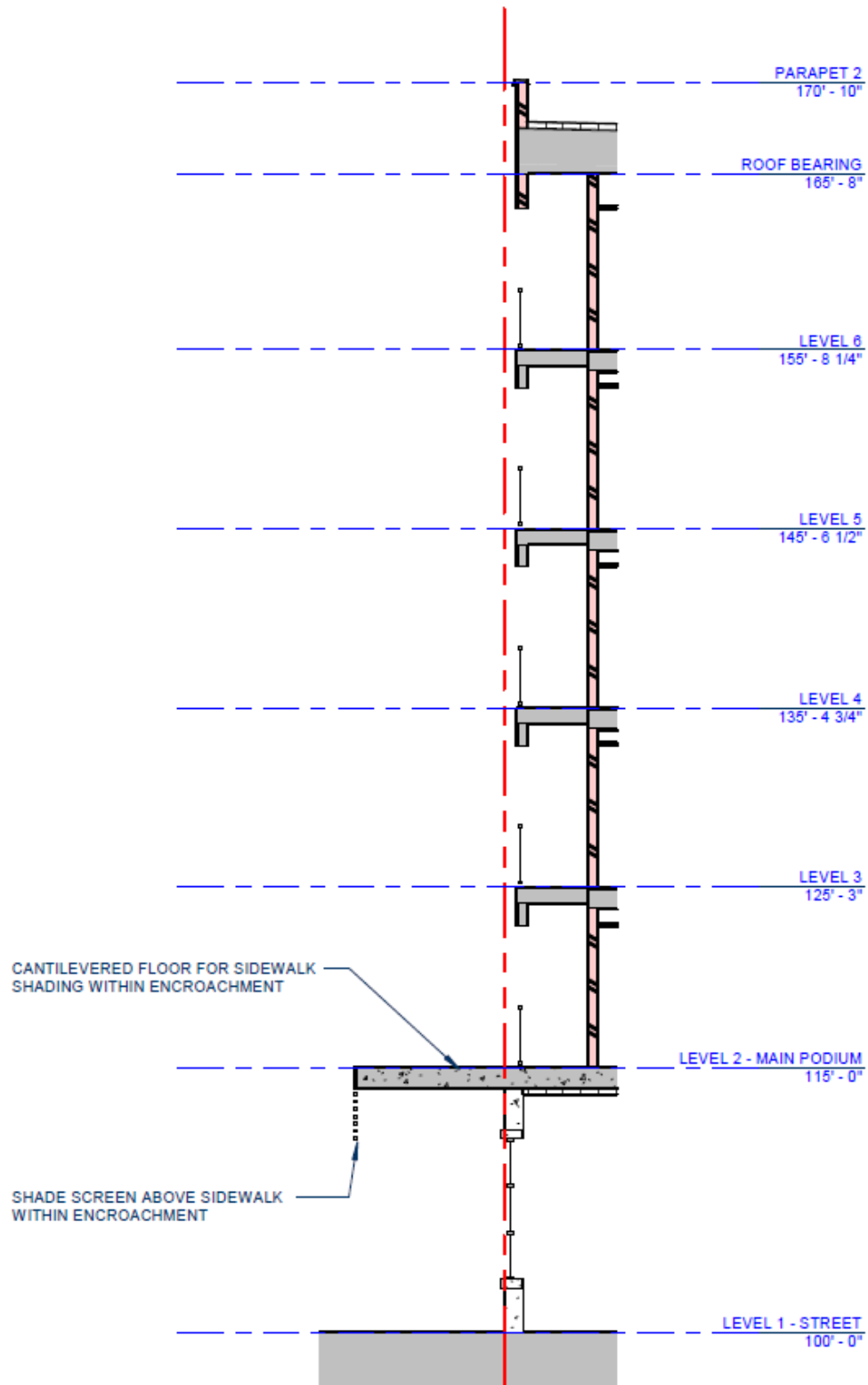
The Encroachment allowed at the Project is described as follows:

- North property line: Architectural articulation; Cantilevered floor for sidewalk shading
- East Property line: N/A
- South Property line: Building within encroachment at level three and above
- West Property line Building within encroachment at level three and above; Cantilevered floor for sidewalk shading

See also, Encroachment Section attached to this Encroachment Permit as Exhibit C.

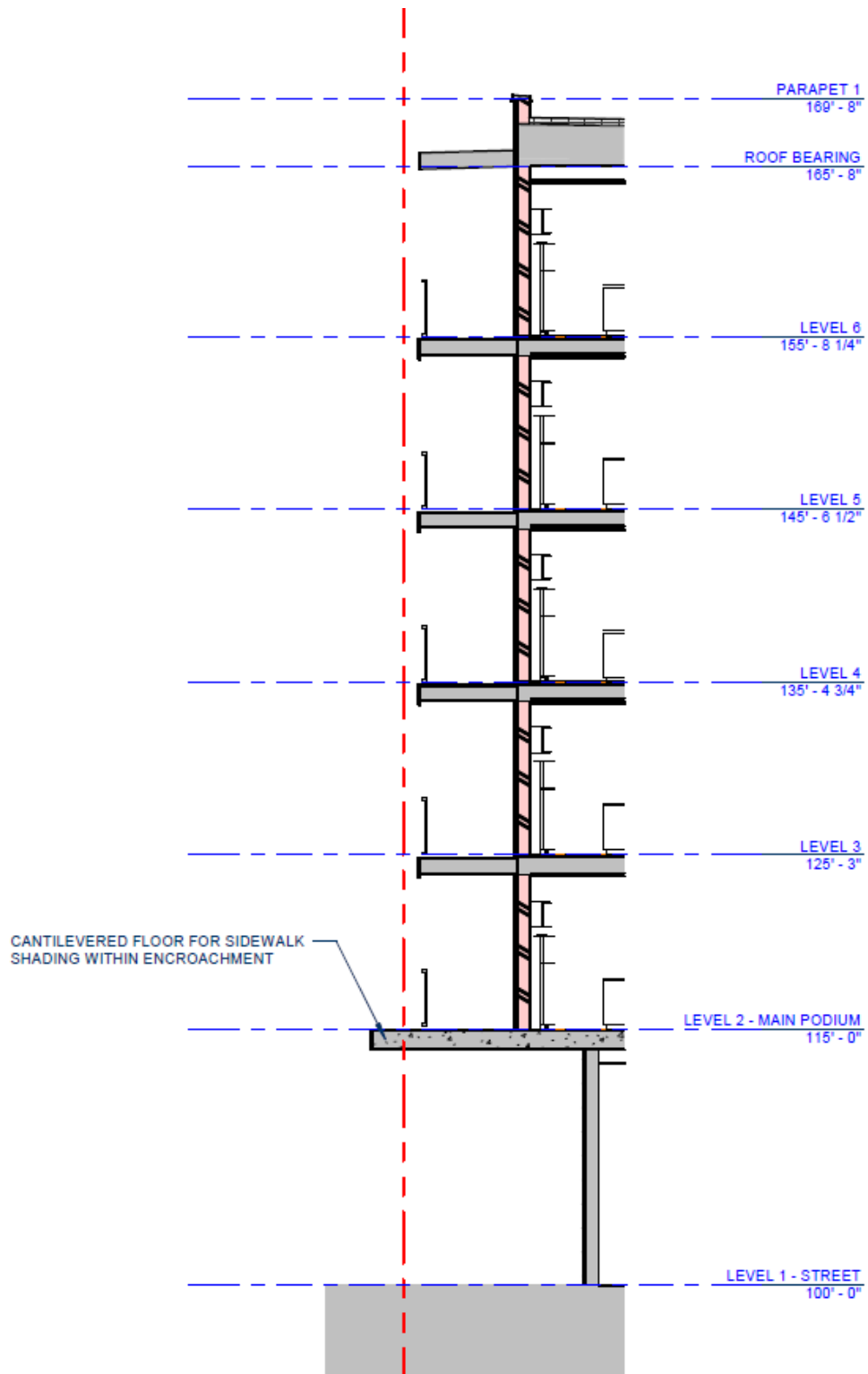
EXHIBIT C TO ENCROACHMENT PERMIT
ENCROACHMENT SECTION





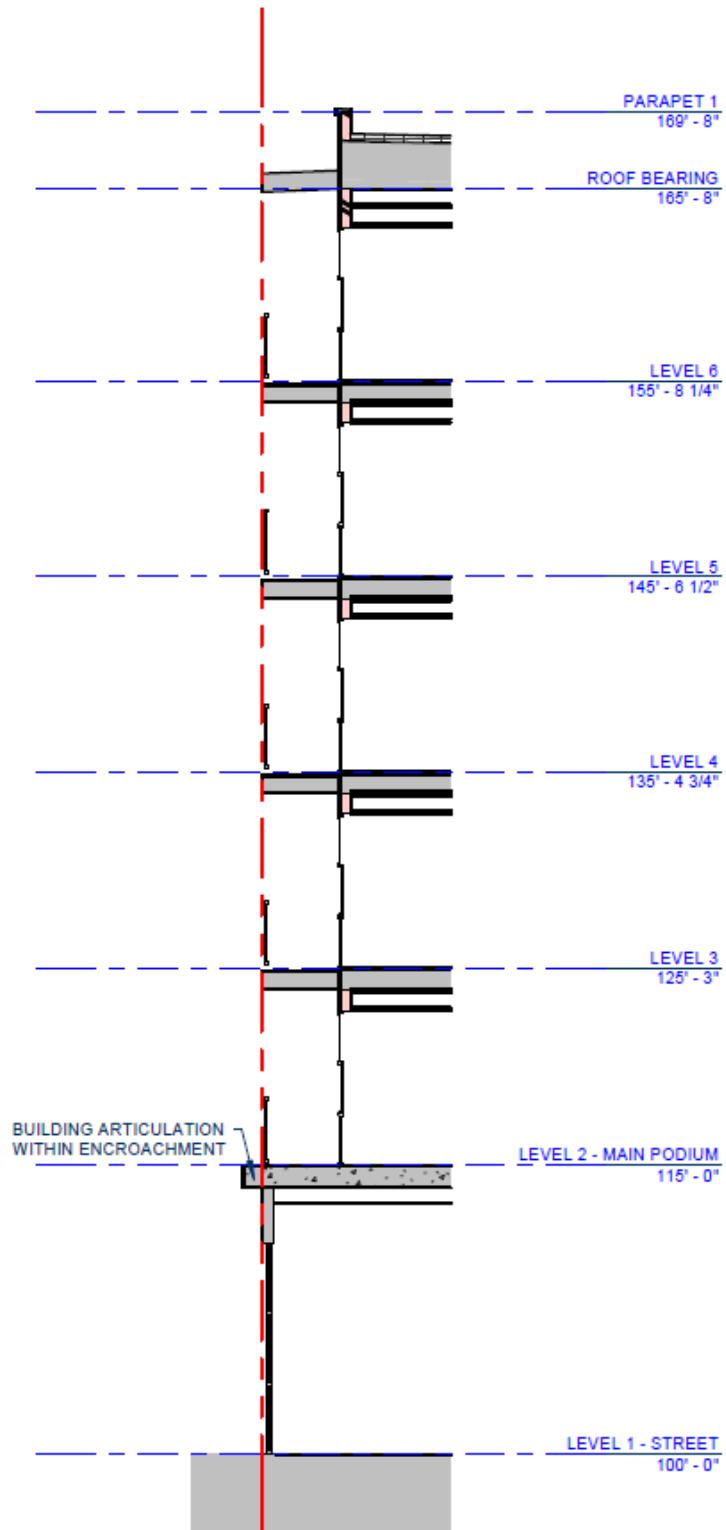
1 Section 1

1/8" = 1'-0"



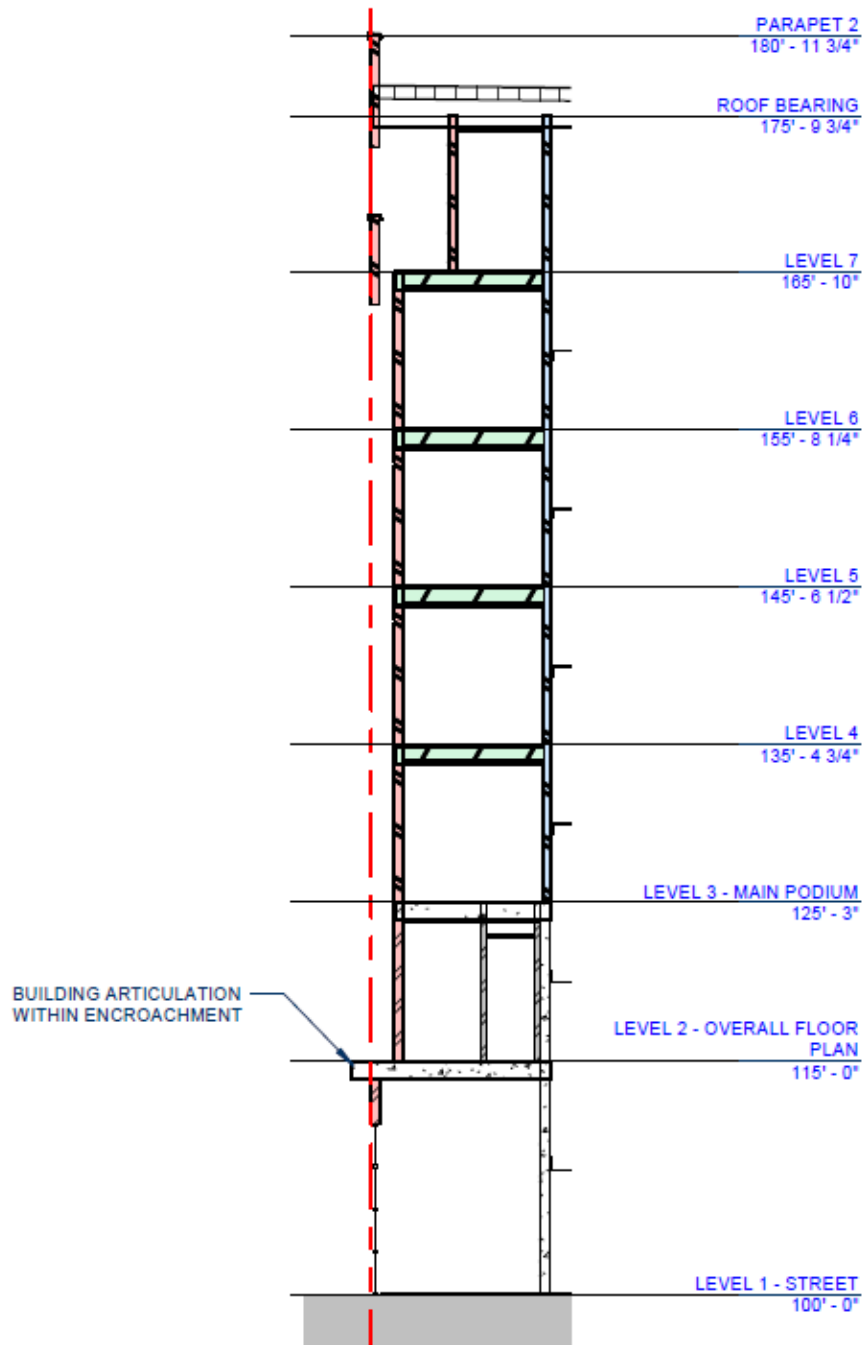
2 Section 2

1/8" = 1'-0"



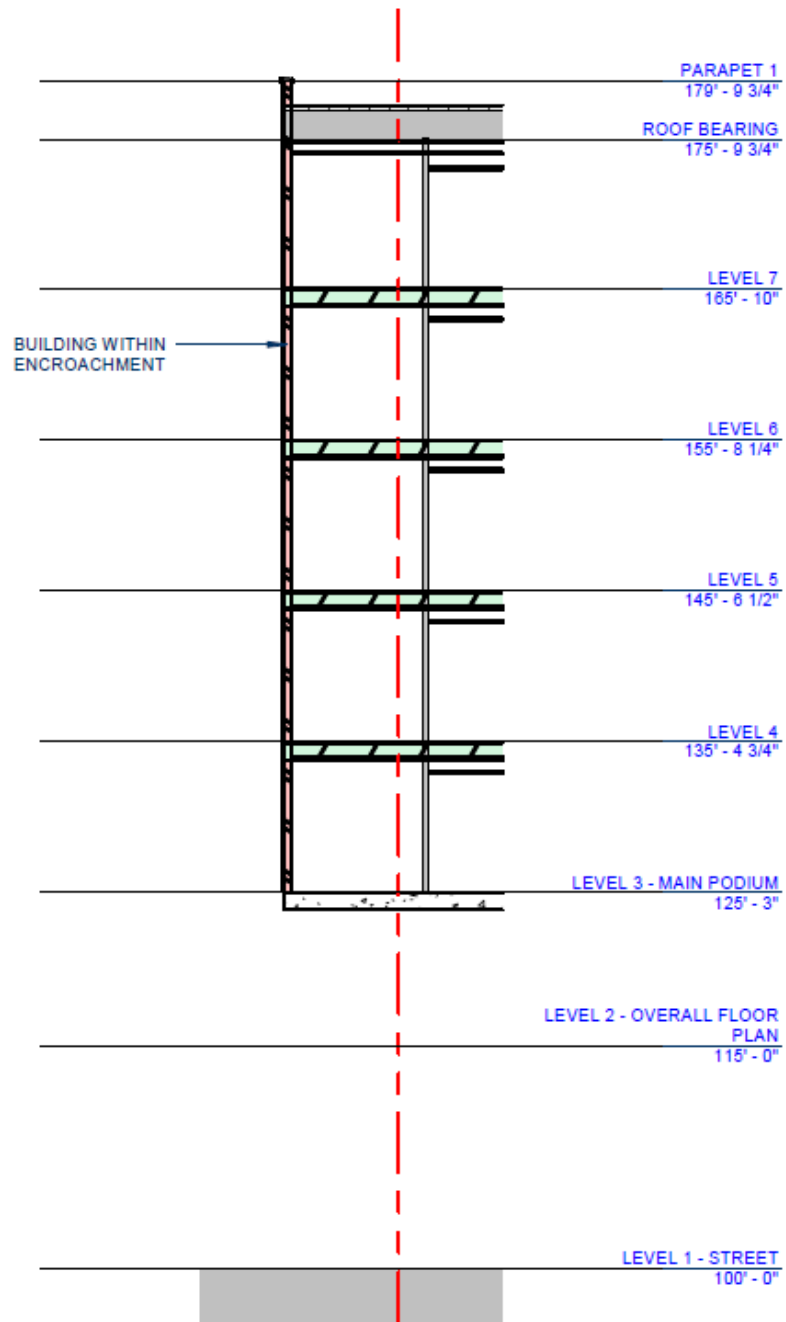
3 Section 3

1/8" = 1'-0"



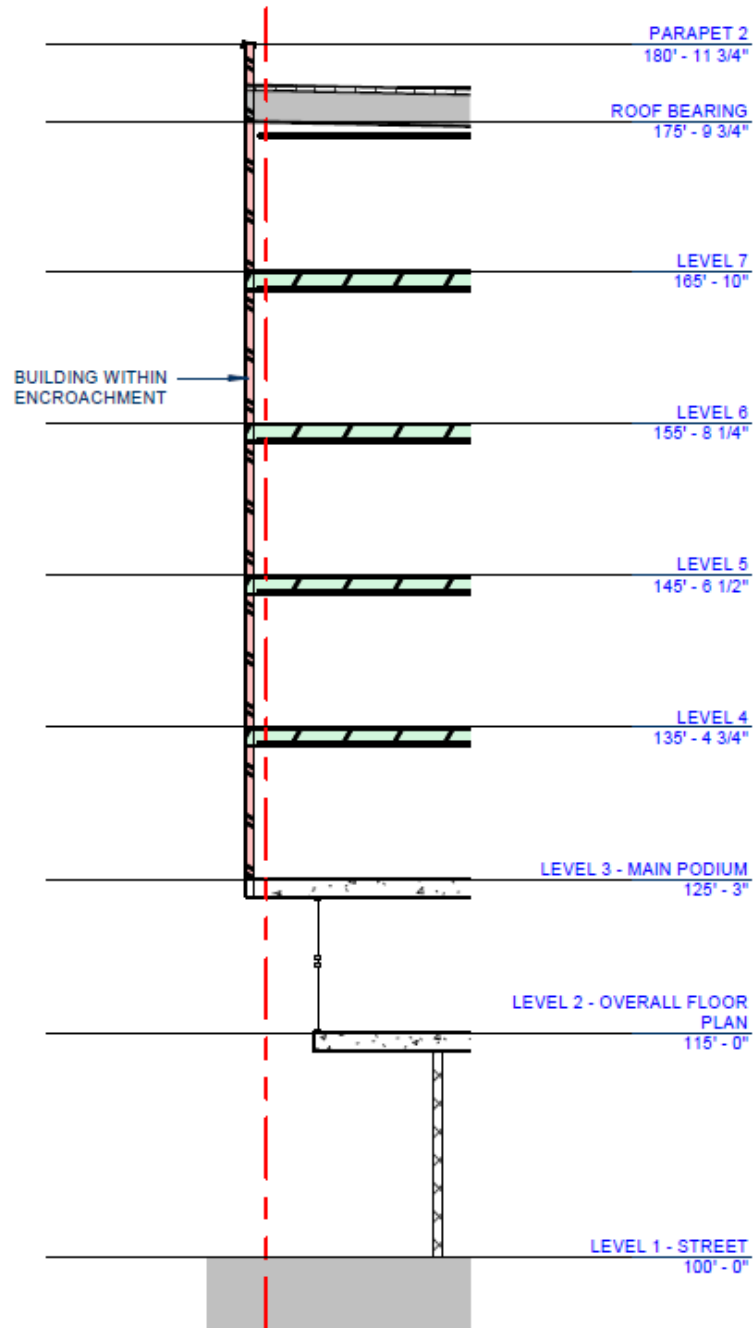
4 Section 4

3/32" = 1'-0"



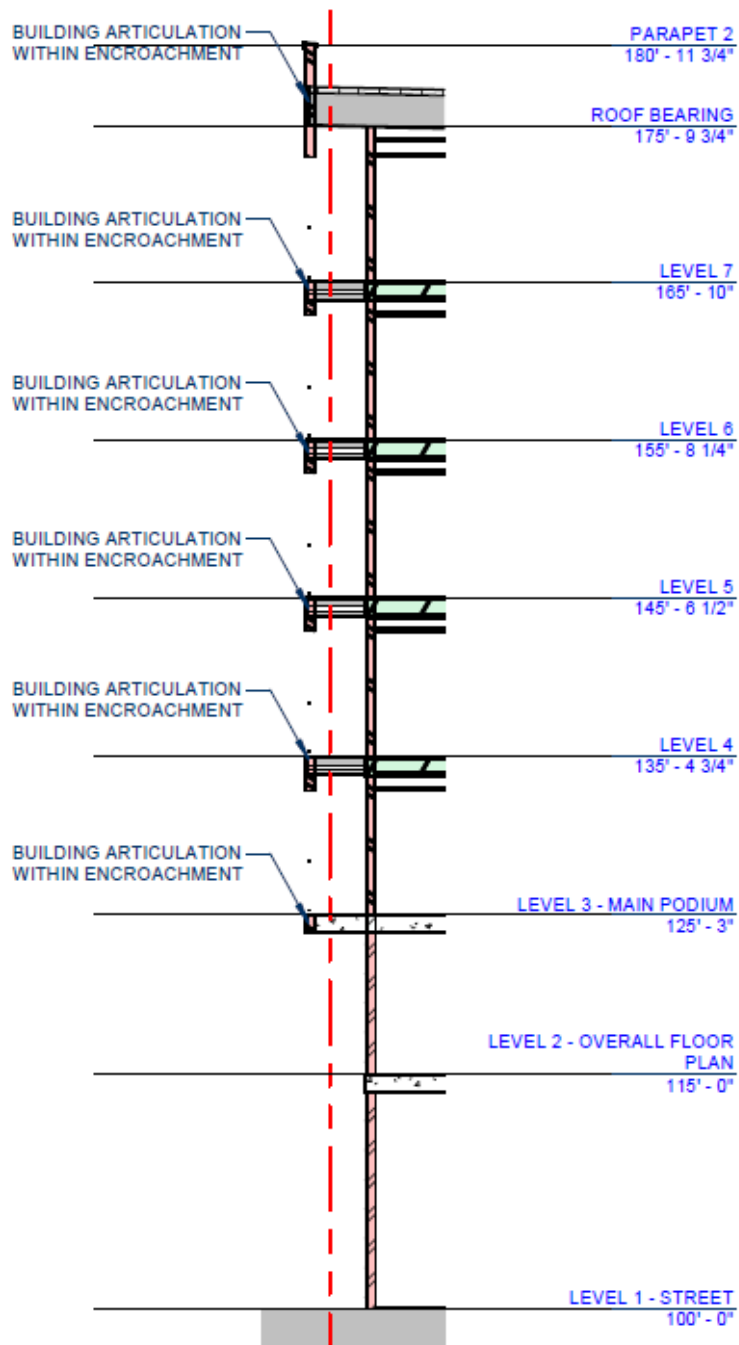
5 Section 5

3/32" = 1'-0"



6 Section 6

3/32" = 1'-0"



7 Section 7

3/32" = 1'-0"