

WHEN RECORDED RETURN TO:

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

DEVELOPMENT AGREEMENT

This development agreement, dated _____, 2025, is between the CITY OF MESA, an Arizona municipal corporation (the “City”), and P&G LAND DEVELOPMENT, LLC, an Arizona limited liability company (the “Owner”).

RECITALS

A. Owner owns approximately 5.05 +/- acres of property located near the northeast corner of S. Power Road and E. Guadalupe Road consisting of APN 304-05-982A, as legally described in Exhibit A (the “Property”). The Property abuts Christopher J. Brady Park, formerly known as Monterey Park (the “Park”), a City of Mesa park and recreation area, and is separated from Guadalupe Road by a parcel owned by the Flood Control District of Maricopa County (the “District”).

B. The Property is currently zoned Limited Commercial with a Planned Area Development overlay zone (“LC-PAD”). Owner is requesting a rezoning from LC-PAD to LC with a new PAD, Council Use Permit (“CUP”), and Site Plan Review to allow for a multiple residence development on the Property through Zoning Case ZON24-00708.

C. Pursuant to Mesa City Code 11-31-31, residential uses are permitted in LC Districts if the use is located, developed, and operated in compliance with the specific development standards for residential uses in commercial districts. The development standards require a minimum amount of commercial floor space before residential use may be included in a project. For multiple-story buildings, the development standards require a minimum of 60 percent of the gross floor area of all buildings for the project is reserved for commercial uses and a minimum of 65 percent of the ground floor of each multiple-story building is reserved for commercial uses. Modifications to the commercial floor area requirements are permitted by the Mesa City Code, if a CUP is approved by City Council. The planned multiple residence development has no commercial use, and Owner is seeking approval of a CUP as part of Zoning Case ZON24-00708.

D. Due to the location and configuration of the Property, the parties agree to enter into a development agreement to address requirements for the rezoning, including construction and maintenance of a pathway from the Property to the Park, landscaping and irrigation system installation and maintenance in the Park, landscaping and irrigation system installation and maintenance on property adjacent to Guadalupe Road owned by the District, prohibiting residential parking at the Park by future residents and their guests, and providing disclaimers regarding noise and light from the Park to future residents of the multiple residence development proposed on the

Property.

E. The parties desire to enter into this agreement for the purpose of promoting the development of high-quality residential properties to enhance the community's livability and connectivity and minimizing possible negative impacts on residents based upon the location and configuration of the Property, and to agree to such other terms as provided herein. This agreement is intended to be a "development agreement" within the meaning of A.R.S. § 9-500.05.

AGREEMENT

1. **Running with the Land.** The rights, benefits, duties and obligations set forth in this agreement are covenants running with the land and are binding, benefiting, and enforceable upon Owner and its successors and assigns as to the Property.
2. **Term.** This agreement is effective on the date it is recorded in accordance with section 7(a) and will continue in full force and effect for a term of 30 years, unless terminated earlier by the mutual written agreement of Owner and the City.
3. **Owner's Obligations.**
 - a. **Guadalupe Road Landscaping.** To the south, the Property is separated from Guadalupe Road by a parcel of land owned by the District, APN 304-05-981B, as depicted in Exhibit B. Due to the location and configuration of the Property, the proposed site plan cannot strictly meet the Mesa City Code landscaping requirements for front perimeter landscaping and landscape yards adjacent to arterial streets. Therefore, Owner agrees to provide high-quality landscaping on the District's parcel, to the extent permitted by the District.
 - i. *Obligation to Work with the District.* Owner will work in good faith with the District to obtain all necessary approvals, permits, and clearances for landscaping design and installation.
 - ii. *Landscaping Scope.* Owner shall pursue, and use reasonable best efforts to secure, the maximum possible density of landscaping permissible under the District's guidelines, ensuring that all work is compliant with applicable regulations, zoning laws, and environmental requirements. The scope of landscaping must include, but is not limited to, planting of shrubs and groundcovers, and installation of irrigation systems as approved by the District.
 - iii. *Notice.* Following approval of any landscaping plan approved by the District, Owner will provide a copy of the approved landscaping plan to the City within 30 days.
 - iv. *Installation and Maintenance.* The Owner is responsible for the full installation of the landscaping as per the approved plans, ensuring all work

meets industry standards and complies with District regulations. The Owner shall complete the installation prior to a certificate of occupancy being issued for a multiple residence development on the Property and ensure that the installation is of high quality and sustainable. The Owner is responsible for the ongoing maintenance of the landscaping and all associated costs, including, but not limited to, watering, fertilization, pruning, and replacement of any damaged or dead plants. Maintenance will be conducted on a regular basis to ensure that the landscaping remains in good condition and continues to meet all District requirements throughout the Term of the agreement.

- v. *Future Changes.* Following initial approval of any landscaping plans by the District, should any amendments, modifications, or alterations to the landscaping be required by the District, Owner shall forward to the City updated landscaping plans depicting any amendments, modifications, or alterations, within 30 days of the District's approval of the updated landscaping plans.

- b. Landscaping in Park; Installation and Maintenance Requirements. Owner shall install landscaping and irrigation systems in the Park within 15 feet of the Property's northern boundary line in accordance with the approved preliminary landscaping plan attached as Exhibit C. Nothing in this section prohibits the parties from modifying the location of the landscaping, by mutual written agreement.

- i. *Minimum Specifications:* Landscaping shall consist of 36 trees with 24-inch boxes. All plants shall be of high quality and meet the standards set forth in the landscaping plan.

- ii. *Irrigation System:* Owner is responsible for the installation of an irrigation system for the landscaping. The system must:

- A. be connected to the Park's existing irrigation system;
- B. utilize the same or substantially similar quality of materials and installation methods as the Park's existing water system;
- C. be installed in coordination with the City to ensure seamless integration; and
- D. comply with all Maricopa Association of Governments (MAG) Details & Specifications, as well as any City amendments or additions to these specifications, and Parks, Recreation, & Community Facilities Construction Guidelines.

- iii. *Warranty.* Owner shall provide a 1-year warranty for the irrigation system and landscaping, starting from the date of acceptance by the City. This

warranty will cover the irrigation system's performance, defects, or issues, and removal and replacement of any dead or dying landscaping during the warranty period.

- iv. *Coordination with the City.* Owner must ensure that all work, including scheduling of such work, is performed in coordination with the Deputy Director of Parks, Recreation & Community Facilities and meet the City's requirements for approval pursuant to Mesa City Code. The Owner will provide the City with a schedule identifying when construction is to occur within the Park. The City reserves the right to reject timing of construction within the Park if the work will negatively impact City programs and events.
 - v. *Completion and Acceptance.* The landscaping and irrigation system installation and associated improvements must be completed to the satisfaction of the City, with final inspection and approval required by the City. Prior to inspection and approval of the landscaping and irrigation systems by the City, the landscaping and irrigation systems and any associated construction or improvements are under the possession and control of the Owner.
- c. Park Access. Owner shall construct a pathway connecting the Property to the Park providing direct access to the Park from the Property. Owner shall construct a pedestrian gate between the Park and Property to align with the pathway. The anticipated location of the pathway and pedestrian gate is depicted in the final site plan, Exhibit D, but may be relocated with approval of the City prior to construction. Use of the pathway is for both the general public and tenants of the Property and is not dedicated to or reserved for use solely by tenants of the Property.
- i. *Specifications.* The pathway and pedestrian gate must be constructed in accordance with the specifications set forth by the City, must include all necessary improvements, and must comply with Mesa City Code.
 - A. The pathway must connect directly to the existing sidewalk in the Park, ensuring safe and seamless pedestrian access between the Property and the Park.
 - B. The pathway must be the same color and finish as existing sidewalks within the Park.
 - C. The pathway must be approved in writing by the City prior to construction.
 - D. A pedestrian gate must be installed at the entrance of the pathway from the Property to the City Park, which must be designed and constructed in accordance with the Mesa City Code and procedures and may be designed and constructed to restrict the general public

from accessing the Property.

- ii. *Coordination with the City.* Owner must ensure that all work is performed in coordination with the Deputy Director of Parks, Recreation, and Community Facilities and meet the City's requirements for approval. The Owner will provide the City with a schedule identifying when construction is to occur within the Park. The City reserves the right to reject timing of construction within the Park if the work will negatively impact City programs and events.
 - iii. *Completion and Acceptance.* The pathway and associated improvements must be completed to the satisfaction of the City, with final inspection and approval required by the City. Prior to inspection and approval of the pathway by the City, the pathway and any associated construction or improvements are under the possession and control of the Owner.
- d. Notice to Tenants. For so long as the City operates the Park, Owner shall include with each lease, license, or similar agreement the following:
- i. a notice that tenants and tenants' guests are prohibited from using the Park's parking lot as residential parking (long-term, overnight, or routine parking associated with their residence). Tenants and tenants' guests are not prohibited from using the Park's parking lot visiting or using the Park in their capacity as a members of the general public.
 - ii. a notice that discloses the possibility of noise and light intrusion from the Park using the following, or substantially similar, language: "The apartments for lease are in close proximity to the City of Mesa's Christopher J. Brady Park, formerly known as Monterey Park (the "Park"). This Park hosts a variety of events and activities, including but not limited to pickleball and baseball, which are often accompanied by lighting at night, noise from paddles, bats, etc., crowd noise, and amplified sound for things such as music and announcements. The Park is also permitted to host other activities such as community events, festivals, concerts, and recreational programs."
- e. Indemnity. Owner shall defend, indemnify, and hold harmless the City and its officers, employees, elected and appointed officials, agents, and representatives (collectively "City Indemnified Parties") from all claims, demands, costs, expenses, damages, losses, obligations, judgments, or lawsuits (collectively "Claims") that arise from any negligent or willful act or omission of Owner, its employees, contractors, or agents undertaken in fulfillment of Owner's obligations under the agreement; provided, however, that the duty to indemnify shall not extend to Claims arising from the sole and exclusive negligence or willful misconduct of the

City or its agents.

4. **City's Obligations.**

- a. Meetings. The City agrees to work with Owner through regularly scheduled meetings to develop and agree upon landscaping installation materials and specifications, and any additional landscape or construction plan, including pathways with gates, that tie the Property into the Park sidewalks.
- b. Temporary Construction Easements. The City agrees to provide Owner with temporary construction easements for the purpose of installing landscaping and irrigation systems, and any related warranty work as set forth in section 3(b), and constructing the pathway, gate, and all related improvements set forth in section 3(c). The easements will be granted over City property as necessary to allow for the proper installation and maintenance of landscaping and irrigation systems in the Park and proper construction and tie-in of the pathway to the Park's sidewalks. Owner must obtain all necessary permits and approvals and shall restore the easement area to its original condition with like materials, except for the addition of the pathway and landscaping required by the agreement, prior to completion and acceptance of work. Owner is responsible for maintaining safe public conditions around the work areas for the improvements while they are being constructed.
- c. Permits. The City agrees to process and issue all necessary permits without unreasonable delay and in conformance with this agreement, the City of Mesa Code, and applicable laws, in accordance with the City's normal processes and procedures.
- d. Park Landscaping Transfer of Maintenance and Ownership. After the completion of the 1-year warranty period set forth in section 3(b)(iii), ownership, maintenance, and responsibility for the landscaping and irrigation system located in the Park will be transferred to the City. The City will assume full responsibility for the continued upkeep and operation of the landscaping and irrigation system located in the Park upon acceptance by the City. Owner will retain ownership, maintenance, and responsibility for the landscaping and irrigation system located on the Property and any connections on the property line.
- e. Park Access Transfer Maintenance and Ownership. Upon completion of the pathway and acceptance by the City as set forth in section 3(c), ownership, maintenance, and responsibility for the pathway located in the Park will be transferred to the City. The City will assume full responsibility for the continued upkeep and maintenance of the pathway located in the Park, including any future upgrades or necessary repairs. Owner will retain full ownership, maintenance, and responsibility for the maintenance, repair, and upkeep of the gate.
- f. Future City Changes. Nothing in this agreement prohibits or restricts the City from ceasing operations of the Park, altering, relocating, or redesigning any landscaping

features, or modifying or relocating the pathway at any time in the future, in its sole and absolute discretion.

5. **Bridge/Culvert Crossing.** The site plan and project narrative submitted by Owner include plans for a bridge/box culvert crossing to be used as access north from Guadalupe Road to the Property across the District canal (the “Bridge”), as depicted in Exhibit D. Owner agrees that the City has no present or future ownership, interest, rights, responsibility, or liability concerning the Bridge. Owner retains sole and exclusive ownership of the Bridge and assumes all obligations related to its maintenance, repair, and operation, both now and in the future. The parties expressly agree that the City has no responsibility for the repair, maintenance, replacement, or operational costs associated with the Bridge. Owner agrees to defend, indemnify, and hold harmless the City Indemnified Parties from any Claims arising from the existence, construction, use, condition, or maintenance of the Bridge.
6. **Fence; Pedestrian Gate; Security.** The fence separating the Property from the Park must be fully constructed within the boundaries of the Property. Owner agrees that the fence is entirely its responsibility, and that the City shall have no liability, obligation, or responsibility for the construction, maintenance, repair, or replacement of the fence at any time. Owner agrees that the requirement for installation of a pedestrian gate in the fence is solely for access purposes and the convenience of Property tenants. It is not a guarantee or assurance of safety or security by the City. The City makes no representations or warranties regarding the effectiveness of the pedestrian gate in preventing unauthorized access, intrusions, or other security-related incidents. The responsibility for maintaining and securing the Property remains with the Owner, and the City will not be liable for any loss, damage, or injury arising from the presence or absence of the pedestrian gate. Owner agrees to defend, indemnify, and hold harmless the City Indemnified Parties from any Claims arising from the existence, construction, use, condition, or maintenance of the fence and pedestrian gate.
7. **General Provisions.**
 - a. **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.
 - b. **Notices and Requests.** Any notice or other communication required or permitted to be given under this agreement must be in writing and will be deemed properly given if: (i) hand delivered to the party at the address set forth below; (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address of the party set forth below, postage prepaid; or (iii) given to a recognized and reputable overnight delivery service, delivery charges prepaid, to the party at the address set forth below. The addresses set forth in this section 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
Attn: City Manager
20 East Main Street, Suite 750
Mesa, Arizona 85201

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

with a copy to: City of Mesa Development Services Department
Attn: Planning Director
55 N. Center
Mesa, Arizona 85211

Owner: P&G Land Development, LLC
Attn: Majan Nia
11232 N. 136th Place
Scottsdale, Arizona 85259

with a copy to: Excolo Development
Attn: Rob Stephan
6628 E. Baseline Road, Suite 102
Mesa, Arizona 85206

with a copy to: Rose Law Group pc
Attn: Chris Webb
7144 E. Stetson Drive, Suite 300
Scottsdale, Arizona 85251

Notices are deemed received by a party: (i) when hand delivered to the party; (ii) 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 party giving the notice paying all delivery fees and instructing delivery be made on the following business day. A copy of a notice will be provided to the applicable addresses noted as "with a copy to", providing a copy will not be deemed as providing notice to a party in accordance with the requirements of this agreement.

- c. 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 (collectively, "Dispute"). The venue for any Dispute will be in Maricopa County, Arizona, and each party specifically waives the right to object to venue in Maricopa County for any reason. Neither party will be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any Dispute,

and each party will bear its own attorneys' fees and costs, whether the Dispute is resolved through arbitration, litigation, or otherwise.

- d. 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 will have 30 days from receipt of the Notice of Default to cure the default. In the event the failure is such that more than 30 days would reasonably be required to cure the default or otherwise comply with any term or provision 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 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 90 days. Any written notice shall specify the nature of the default and the way the default may be satisfactorily cured, if possible.
- e. 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 the City fails to perform or otherwise act in accordance with any term of provision, Owner will be entitled, subject to any cure period set forth in this agreement, to immediately seek enforcement of this agreement by means of specific performance. In the event Owner fails to perform or fails to otherwise act in accordance with any term or provision hereof the City will 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 City's specific performance remedy provided in this section will be cumulative relief and is not a limitation on other remedies available to the City at law or in equity, including the right to seek contract damages under this agreement. Additionally, the City reserves the right to withhold any City permits or approvals needed to develop, construct, or improve any portion of the Property and may revoke any City approval or permit, if Owner fails to cure any material breach of the terms of this agreement following a Notice of Default.
- f. 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 the 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.
- g. Assignment. The provisions of this agreement are binding upon and inure to the benefit and burden of the parties, and their successors and assigns.

- h. No Partnership or Joint Venture; Third Parties. It is not intended by this agreement to, and nothing contained in this agreement will be construed to, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this agreement is for the benefit of any person, firm, or entity not a party hereto, and no such other person, firm, or entity will have any right or cause of action under this agreement.
- i. Waiver. No delay in exercising any right or remedy constitutes a waiver thereof, and no waiver of any breach will 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 will be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- j. Further Documentation & Acts. The parties agree to execute such further or additional instruments or documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this agreement.
- k. Fair Interpretation. The parties were each represented by counsel in the negotiation and drafting of this agreement, and the parties and their counsel have not acted under any duress or compulsion, whether legal, economic, or otherwise. 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 employed in interpreting this agreement.
- l. Conflict of Interest. Pursuant to A.R.S. § 38-503 and A.R.S. § 38-511, no member, official, or employee of the City will have any personal interest, direct or indirect, in this agreement, nor will they participate in any decision relating to this agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.
- m. Entire Agreement. This agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference), constitute the entire agreement between the parties regarding the subject matter hereof:

<u>Exhibit A:</u>	Legal Description of the Property
<u>Exhibit B:</u>	Depiction of District Property
<u>Exhibit C:</u>	Preliminary Landscaping Plan
<u>Exhibit D:</u>	Final Site Plan

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

- n. Time of the Essence. Time is of the essence in this agreement with respect to the performance required by each party.

- o. Severability. If any provision(s) of this agreement is/are declared void or unenforceable, such provision(s) will be severed from this agreement, and the remainder of the agreement will otherwise remain in full force and effect.
- p. Amendments. Any change, addition, or deletion to this agreement requires a written amendment executed by the parties. Within ten (10) days after any amendment to this agreement, such executed amendment will be recorded in the Official Records of Maricopa County, Arizona.
- q. Proposition 207 Waiver. Owner hereby waives and releases the City from any and all claims under A.R.S. § 12-1134 *et seq.* arising out of or as a result of the City's approval of this agreement, including any right to compensation for reduction to the fair market value of the Property. The terms of this waiver run with the land, are binding upon all subsequent landowners, and survive the expiration or earlier termination of this agreement.
- r. Preservation of State Shared Revenue. Notwithstanding any other provision of, or limitation in, this agreement to the contrary, if pursuant to A.R.S. § 41-194.01 the Arizona Attorney General determines that this agreement violates any provision of state law or the Constitution of Arizona (including A.R.S. § 42-6201 *et seq.*), the 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 30 days of notice from the Attorney General pursuant to and under the provisions of A.R.S. § 41-194.01(B)(1), the City and Owner cannot agree to modify this agreement so as to resolve the violation with the Attorney General, this agreement will automatically terminate at midnight on the 30th day after receiving such notice from the Attorney General, and upon such termination the parties will 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), the City will be entitled to terminate this agreement at its sole discretion unless Owner posts any required bond prior to the due date of the bond; and provided further, if the Arizona Supreme Court, determines this agreement violates any provision of state law or the Constitution of Arizona, the City or Owner may terminate this agreement and the parties will have no further rights, interests, or obligations in this agreement or claim against the other party for a breach or default under this agreement.
- s. Survival. In the event of completion, termination, rescission, cancellation, or expiration of this agreement, the following provisions of this agreement will survive and remain in full force and effect: (i) section 3(e), (ii) section 5, but only to the extent that the Bridge is actually constructed by Owner, and (iii) section 6, but only to the extent that the fence and pedestrian gate described in that section are actually constructed by Owner. All other terms that, by the terms of reasonable interpretation, set forth rights and obligations that extend beyond completion,

termination, rescission, cancellation, or expiration of this agreement, will survive and remain in full force and effect.

- t. Consents and Approvals. Wherever this agreement requires or permits the consent or approval of a party to any act, document, use or other matter, such consent or approval may be given or denied by such party in its reasonable discretion, unless this agreement expressly provides otherwise. Any consent or approval required by this agreement for the City may be provided by the City Manager or their designee unless otherwise specified or required by law; the City Manager or their designee does not have the authority to consent or approve acts that require the approval of the City Council unless signature authority has been delegated through formally adopted management policy, or by vote of the City Council. In accordance with the requirements of this section, the City Manager or their designee is expressly authorized to execute and deliver all amendments to this agreement and other transaction documents required by, contemplated under, or authorized in this agreement.
- u. A.R.S. § 35-394. Each party certifies that it does not currently, and agrees for the duration of the contract that it will not use:
 - i. The forced labor of ethnic Uyghurs in the People’s Republic of China.
 - ii. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
 - iii. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

If any party becomes aware during the term of the agreement that it is not in compliance with this section, the party shall notify the other party within 5 days after becoming aware of the noncompliance. Failure of the party to provide a written certification that the party has remedied the noncompliance within 180 days after notifying the public entity of its noncompliance shall result in the termination of this agreement unless the Term of this agreement shall end prior to said 180-day period.

- v. Immigration Compliance. To the extent applicable under A.R.S. §§ 41-4401 and 23-214, the parties warrant compliance with all federal immigration laws and regulations that relate to their employees and contractors and their compliance with the E-Verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement.
- w. Headings. The headings contained in this agreement are for convenience in reference only and are not intended to define or limit the scope of any provision.

- x. Counterparts; Signatures. This agreement may be executed with two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document. Signatures may be made digitally.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGES]

OWNER

P&G LAND DEVELOPMENT, LLC
a(n) Arizona limited liability company

By: _____

Its: _____

Date: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me, a notary public, this ____ day of _____, 2025, by _____, as _____ of P&G Land Development, LLC, a(n) Arizona limited liability company.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY



Exhibit "A"
Park North
Boundary Exhibit Legal Description

Job No. 23-0217

April 25, 2025

A PORTION OF THE SOUTH 10 ACRES OF G.L.O. LOT 7, OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, WHICH BEARS NORTH 89 DEGREES 52 MINUTES 20 SECONDS EAST A DISTANCE OF 1216.50 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 6;

THENCE ALONG THE EAST LINE OF SAID LOT 7, NORTH 01 DEGREES 36 MINUTES 28 SECONDS WEST, A DISTANCE OF 110.04 FEET TO THE NORTH LINE OF THE SOUTH 110.00 FEET OF SAID LOT 7, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 01 DEGREES 36 MINUTES 28 SECONDS WEST, A DISTANCE OF 248.34 FEET TO THE NORTH LINE OF THE SOUTH 10 ACRES OF SAID LOT 7;

THENCE ALONG SAID NORTH LINE, SAID LINE BEING PARALLEL TO THE SOUTH LINE OF SAID LOT 7, SOUTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, A DISTANCE OF 885.19 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID LOT 7;

THENCE ALONG SAID EAST LINE SOUTH 01 DEGREES 24 MINUTES 41 SECONDS EAST, A DISTANCE OF 248.32 FEET TO THE NORTH LINE OF THE SOUTH 110.00 FEET OF SAID LOT 7;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 52 MINUTES 20 SECONDS EAST, A DISTANCE 886.04 FEET TO THE **TRUE POINT OF BEGINNING**.



SAID PARCEL OF LAND CONTAINING 219,861 SQUARE FEET, OR 5.0473 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE SUBDIVISION REGULATIONS OF THE STATE, COUNTRY AND/OR MUNICIPALITY, OR ANY OTHER LAND DIVISION RESTRICTIONS.



EXHIBIT "A"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°36'28"W	110.04'
L2	N01°36'28"W	248.34'
L3	S01°24'41"E	248.32'
L4	N89°52'20"E	1323.94'

WEST QUARTER CORNER
SEC 6, T1S, R7E G&SRM
FOUND BRASS CAP IN HAND HOLE

NORTH LINE OF THE
SOUTH 10 ACRES OF
LOT 7

N1°24'41"W 2630.89'

POWER ROAD

S89°52'20"W 885.19'

EAST LINE OF
THE WEST
330.00' OF
LOT 7

PARCEL AREA:

219,861 Square Feet

5.0473± Acres, more or less

EAST LINE
LOT 7

TRUE POINT OF BEGINNING

NORTH LINE OF THE
SOUTH 110.00' OF LOT 7

N89°52'20"E 886.04'

1216.50'

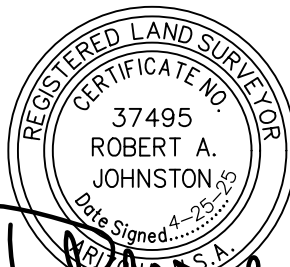
N89°52'20"E 2540.44'
(BASIS OF BEARINGS)

GUADALUPE ROAD

SOUTHWEST CORNER
SEC 6, T1S, R7E G&SRM
FOUND MCDOT BRASS CAP
IN HAND HOLE

POINT OF BEGINNING
SOUTHEAST CORNER LOT 7

SOUTH 1/4 CORNER
SEC 6, T1S, R7E G&SRM
FOUND BRASS CAP IN HAND HOLE



1" = 200'



Apr 28, 2025 8:24am S:\Projects\2023\23-0217\Land Survey\Legals\23-0217 Boundary Exhibit.dwg
tprotonentis

23-0217

Drawn by: TJP Reviewed by: RAJ Sheet Scale: 1"=200'

Sheet No: 1 of 1

PARK NORTH
BOUNDARY EXHIBIT

EXHIBIT "A"



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EXHIBIT B

DEPICTION OF DISTRICT PROPERTY

EXHIBIT B

DEPICTION OF DISTRICT PROPERTY

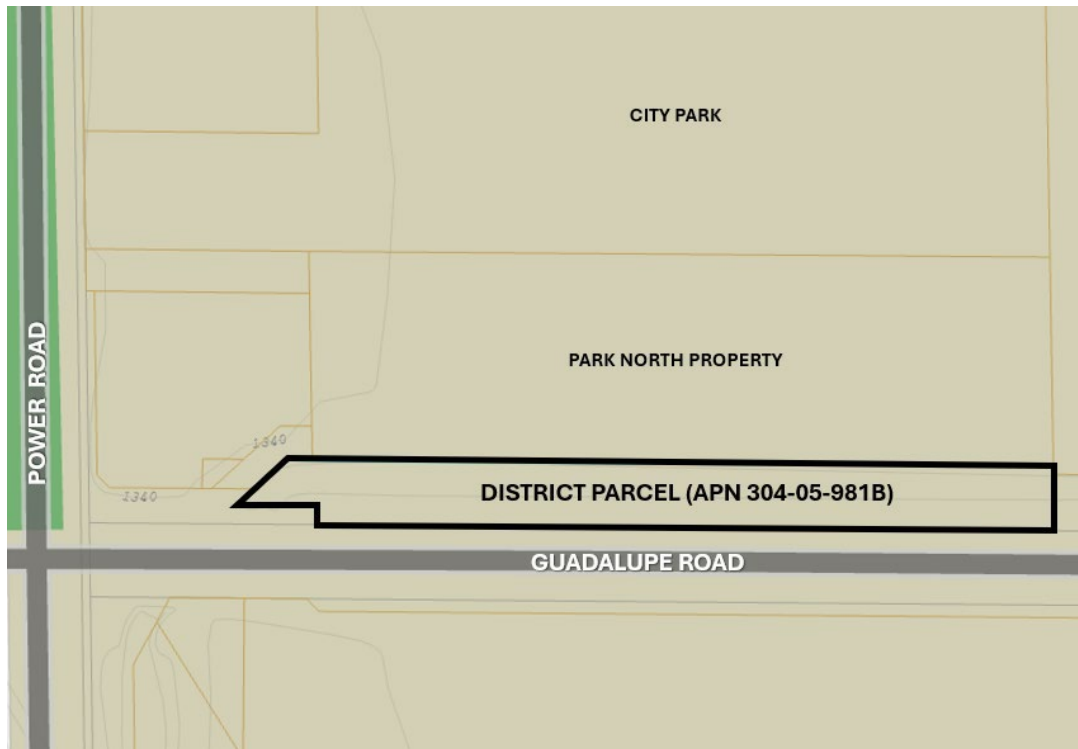


EXHIBIT C

APPROVED PRELIMINARY LANDSCAPING PLAN

PARK NORTH

6912 E. GUADALUPE RD
MESA, AZ, 85206

PROJECT TEAM

OWNER / DEVELOPER

EXCOLO DEVELOPMENT
6628 E. BASELINE RD, SUITE 102
MESA, AZ, 85206
CONTACT: ROB STEPHAN
PHONE: (602) 714-8184
EMAIL: RSTEPHAN@EXCOLOMGMT.COM

ARCHITECT

BMA ARCHITECTURE
2915 E. BASELINE RD, SUITE 120
GILBERT, AZ, 85234
CONTACT: BRIAN M. ANDERSEN, AIA
PHONE: (480) 659-1524
EMAIL: BRIAN@BMAARCHITECTURE.COM

LANDSCAPE ARCHITECT

WERK | URBAN DESIGN
7520 E. 2ND STREET, SUITE 1004
SCOTTSDALE, AZ, 85251
CONTACT: JESSE WESTAD
PHONE: (602) 429-9922
EMAIL: JESSE@WERKURBANDESIGN.COM

CIVIL ENGINEER

EPS GROUP
1130 ALMA SCHOOL ROAD, SUITE 120
MESA, AZ, 85201
CONTACT: DANIEL AUXIER, PE
PHONE: (480) 352-3431
EMAIL: DAN.AUXIER@EPSGROUPINC.COM

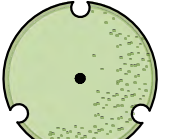
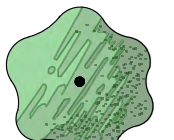
PROJECT INFORMATION

ADDRESS: 6912 E. GUADALUPE RD, MESA, AZ, 85206
A.P.N.: 304-05-982A
GROSS AREA: 219,864 SQ. FT.
NET AREA: 219,864 SQ. FT.

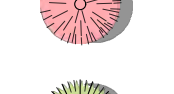
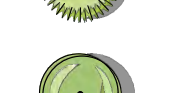
SHEET INDEX

L1.00 PRELIMINARY LANDSCAPE PLAN
L1.01 CLUBHOUSE AMENITY AREA
L1.51 LANDSCAPE DETAIL SHEET

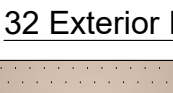
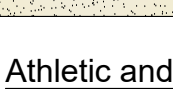
PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	PLANTING SIZE	CALIPER	HEIGHT	WIDTH	MATURE SIZE	VEG CREDIT
TREES								
	3	Bismarckia nobilis Bismarck Palm	36" Box	2.0"-3.0"	8.0'-10.0'	4.0'-5.0'	45' x 10'	25
	44	Eucalyptus papuana Ghost Gum	24" Box	1.0"-1.5"	8.0'-10.0'	3.0'-4.0'	40' x 25'	100
	36	Pistacia x 'Red Push' Pistache	24" Box	1.0"-1.5"	7.0'-9.0'	2.5'-3.5'	25' x 25'	50
	46	Quercus fusiformis 'Joan Lionetti' Joan Lionetti Texas Live Oak	36" Box	1.0"-1.5"	8.0'-10.0'	5.0'-6.0'	40' x 25'	100
129	SUBTOTAL:							

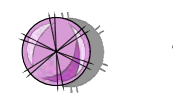
ACCENTS & GRASSES

SYMBOL	DESCRIPTION	QTY
	136 Aloe barbadensis Medicinal Aloe	5 gal 10
	48 Asclepias subulata Desert Milkweed	5 gal 5
	49 Muhlenbergia capillaris 'Regal Mist' TM Regal Mist Muhly	5 gal 5
	52 Muhlenbergia rigens Deer Grass	5 gal 5
	133 Portulacaria afra Elephant's Food	5 gal 10
418	SUBTOTAL:	

HARDSCAPE SCHEDULE

SYMBOL	DESCRIPTION	QTY
	32 Exterior Improvements 1/2" Screened - 2" Depth Color: Mahogany	61,060 sf
	DECOMPOSED GRANITE - STABILIZED 1/4" Minus Stabilized, 3" Depth Color: Desert Tan	1,050 sf
	Athletic and Recreational Surfacing TURF - SYNTHETIC Product: SYNTIPede 343 By: Paradise Greens and Turf - (480) 586-0655	2,036 sf

GROUND COVER & SHRUBS

SYMBOL	DESCRIPTION	QTY
	86 Caesalpinia mexicana Mexican Bird of Paradise	15 gal 50
	116 Dodonaea viscosa Hop Bush	5 gal 50
	138 Encelia farinosa Brittlebush	5 gal 10
	42 Eremophila glabra 'Mingenew Gold' Outback Sunrise Emu	5 gal 25
	159 Lantana montevidensis Purple Trailing Lantana	5 gal 25
	131 Lantana x 'New Gold' New Gold Lantana	5 gal 25
	152 Ruellia brittoniana Purple Ruellia	5 gal 10
	9 Sophora secundiflora Texas Mountain Laurel	15 gal 50
	40 Sphagneticola trilobata Yellow Dot	5 gal 25
	87 Tecoma x 'sparky' Tecoma Sparky	5 gal 25
960	SUBTOTAL:	

SITE DISTANCE TRIANGLE

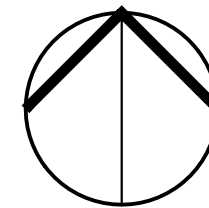
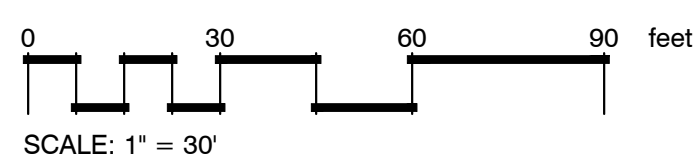
PER COM EDM SECTION 1105.3 PLANT MATERIAL WITHIN THE SIGHT DISTANCE TRIANGLE SHALL NOT EXCEED 30-INCHES IN HEIGHT AT FULL MATURITY. 1105.4 TREES PLANTED WITH THE SIGHT DISTANCE TRIANGLES SHALL BE 24-INCH TO 42-INCH BOX SPECIMENS WITH NO BRANCHES LOWER THAN 8-Feet ABOVE THE SIDEWALK ELEVATION, AND 14-Feet OVER VEHICULAR TRAFFIC WAYS.

LANDSCAPE CALCULATIONS

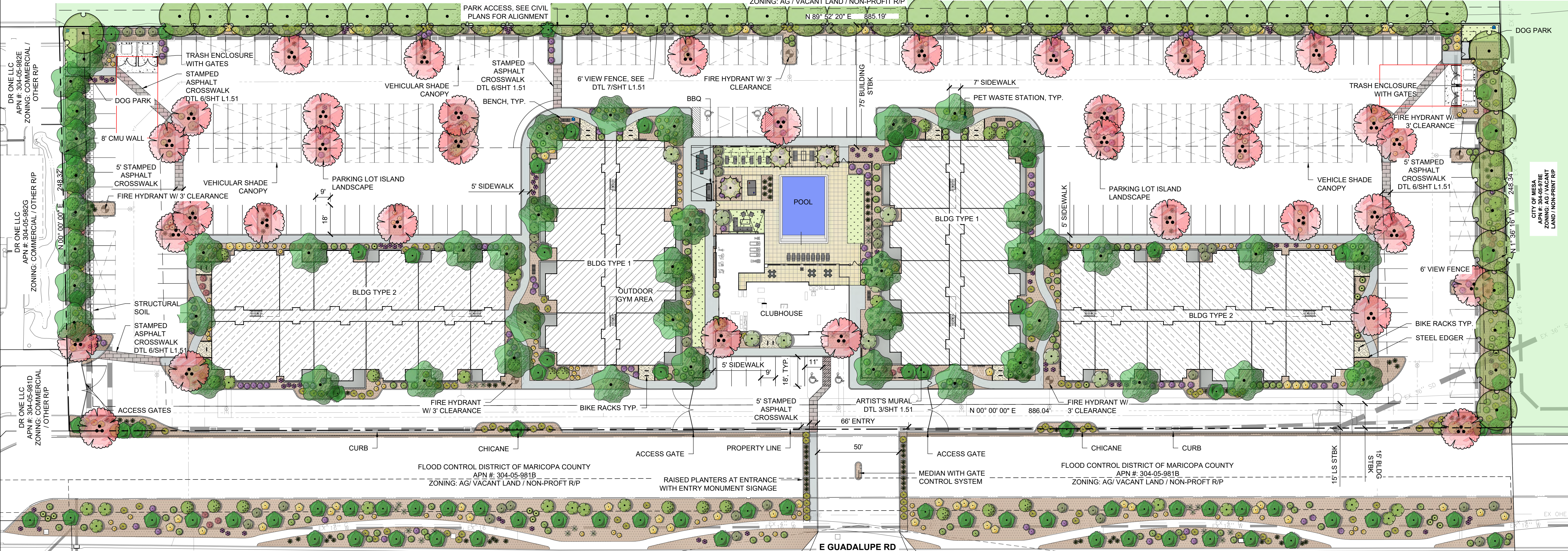
PERIMETER LANDSCAPE: NORTH PERIMETER: 885.19 LF 4 Trees 20 Shrubs per 100 LF EAST PERIMETER: 248.34 LF 4 Trees 20 Shrubs per 100 LF WEST PERIMETER: 248.32 LF 3 Trees 20 Shrubs per 100 LF Perimeter Tree Sizes: 36" box: 25% min; 24" box: 50% min; no trees smaller than 15 gallon.	35.4 9.93 7.45 53 Trees, 13.25 x 36" Box min, 26.5 x 24" Box min.	177 49.67 49.66	36 Trees, 194 Shrubs 10 Trees, 76 Shrubs 8 Trees, 51 Shrubs
OPEN SPACE REQUIREMENTS 50% of all open space shall contain live plant material	Total landscape area = 64246 SF 64246 SF / 2 = 32123 SF	PROVIDED 39235 SF	
SIGHT VISIBILITY TRIANGLE: MINIMUM SHRUB SIZE Min 50% 5-gallon or larger, all shrubs to be 5 gallon			
PARKING LOT LANDSCAPE Landscape islands shall be Min 8' wide and 15' in length for single row parking, 30' in length for double row 1 tree 3 shrubs per island, Min 10% trees shall be 36" box, other trees to be at least 24" box			Confirmed
OVERLAY / SPECIAL DISTRICTS: N/A ADDITIONAL NOTES: Min 50% landscape shall be vegetative material at maturity (8.5762 = 4,288 sf required)			
FOUNDATION BASE PLANTING FOUNDATION: 261.5 LF (not including play area) Min 1 tree per 50 LF, (trees in parking lot and within 30' of the building may be counted), 10% min 36" box, and remainder shall be min 24" box	36 Trees, 4 x 36" Box, 32 x 24" Box		39 Trees

LEGAL DESCRIPTION

VACANT LOT WITH PLANNED DEVELOPMENT AND REZONING TO MULTI-FAMILY RESIDENTIAL.



CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)





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WERK, LLC.
7520 E 2nd Street, Suite 1004
Scottsdale, AZ 85251
P: 602.429.9922
www.werkurbandesign.com

EXCOLO
DEVELOPMENT

LANDSCAPE PLAN

PARK NORTH
PREPARED FOR
6912 E. GUADALUPE RD.,
MESA, ARIZONA

PROJECT No:
24021

SCALE (H): 1"=30'-0"
SCALE (V): NONE
DRAWN BY: CB
DESIGN BY: JAW
CHECK BY: JAW
DATE: 01/27/2025

REGISTERED LANDSCAPE ARCHITECT
STATE OF ARIZONA
7000 A
69824
Expires 03/03/2026

L1.00
1 OF 3 SHEETS

EXHIBIT D

FINAL SITE PLAN

PROJECT DATA

DEVELOPER: EXCOLO DEVELOPMENT
6628 E. BASELINE RD, SUITE 102
MESA, AZ 85206
ATTN: ROB STEPHAN

ARCHITECT: BMA ARCHITECTURE
2915 E. BASELINE RD, SUITE 120
GILBERT, AZ 85234
ATTN: BRIAN M. ANDERSEN, AIA

SITE DATA

ADDRESS: 6912 E. GUADALUPE RD.
MESA, AZ 85212

APN NUMBER: 304-05-982A

SITE AREA: APPROX GROSS 5.05 ACRES (219,864 SF)
APPROX NET 5.05 ACRES (219,864 SF)

CURRENT ZONING: LC-PAD

PROPOSED ZONING: LC-PAD-CUP

PROPOSED USE: MULTI-FAMILY APARTMENTS

BUILDING HEIGHT

CURRENT: 35'-0" MAX
PROPOSED: 38'-0" MAX

LOT COVERAGE: 174,732/219,864 = 79.5%

DENSITY

ALLOWED: 120 UNITS/5.05 ACRESS = 23.8 DU/AC
PROVIDED:

GROSS UNIT MIX				
UNIT TYPE	NO. BEDROOMS	# OF UNITS	% OF UNITS	PATIO/BALCONY [OPEN SPACE]
A1	1-BEDROOM	24 UNITS	20.0 %	90 SF
B1	2-BEDROOM	72 UNITS	60.0 %	118 SF
C1	3-BEDROOM	24 UNITS	20.0 %	220 SF
TOTAL		120 UNITS	100 %	

BUILDING TYPE:	BUILDING FOOTPRINT AREA	NET BUILDING AREA	QTY.	GROSS BUILDING AREA	USE	SPRINKLER TYPE	CONST TYPE
BUILDING 1	10,157	29,536	2	29,536	R2	NFPA 13R	VA
BUILDING 2	13,298	38,590	2	38,590	R2	NFPA 13R	VA
LEASING/CLUBHOUSE	4,053	4,053	1	4,053	B/A2	NFPA 13	VB

GROSS AREA: 5 137,652±

GROSS PARKING REQUIRED	# UNITS	SPACES REQUIRED
	120 X 2.1 =	252 P.S.

PROVIDED:	
OPEN	= 126 P.S. (INCLUDING 18 EV PARKING SPOTS)
COVERED	= 122 P.S.
ADA OPEN	= 2 P.S.
ADA COVERED	= 2 P.S.
PROVIDED TOTAL:	252 P.S. (INCLUDING 18 EV PARKING SPOTS)
BICYCLE PARKING	
REQUIRED	= 26 REQUIRED (252 TOTAL PARKING SPACES/10 = 25.2)
PROVIDED	= 40 BICYCLE PARKING SPACES (20 RACKS @ 2 BIKES/RACK)

LOT COVERAGE (BREAKDOWN):

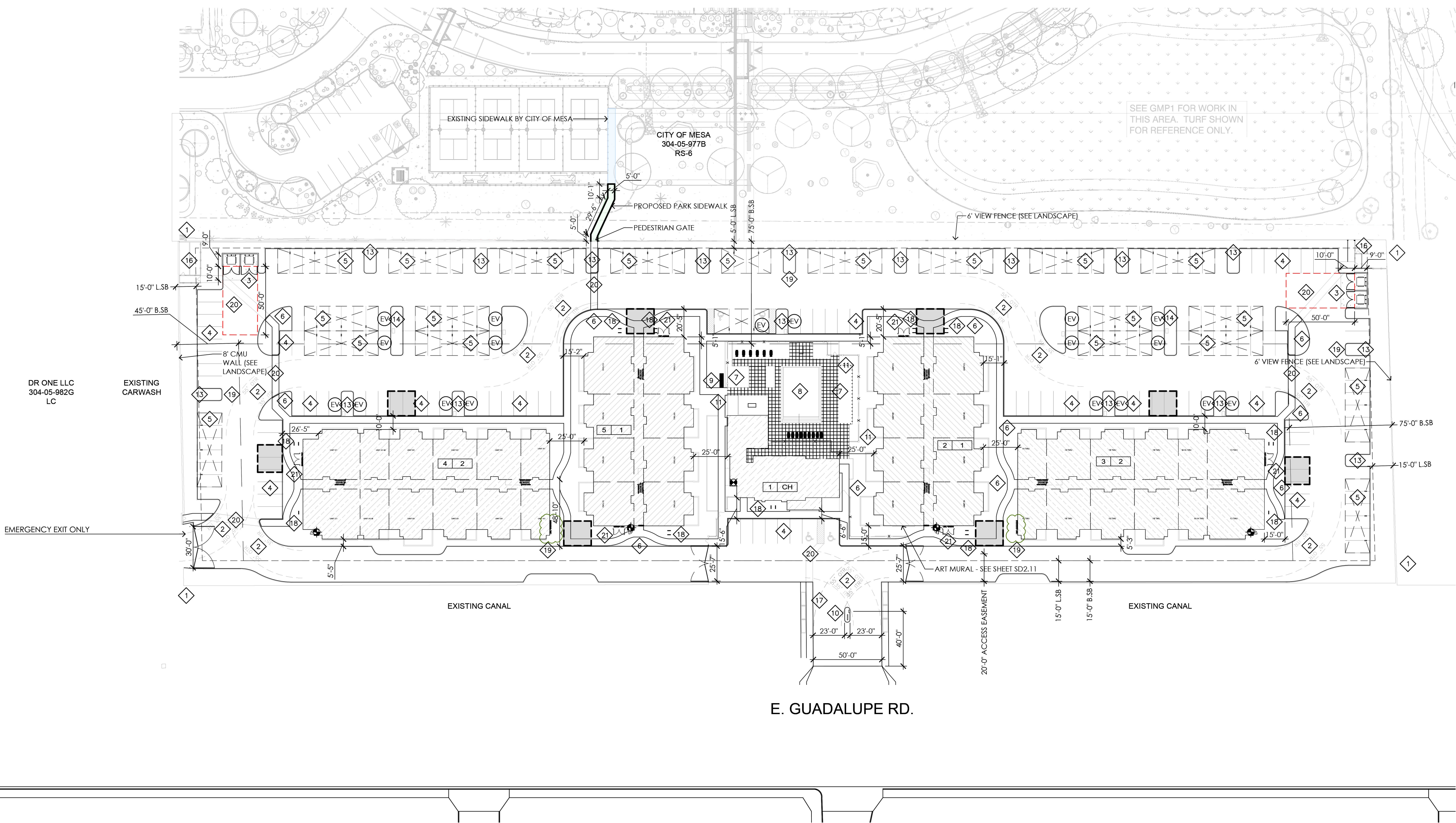
PARKING, COVERED PARKING, AND DRIVING AISLES: 106,786 SF
CLUBHOUSE: 4,053 SF
BUILDING TYPE 1: 10,157 SF x 2 = 20,314 SF
BUILDING TYPE 2: 13,298 SF x 2 = 26,596 SF
TRASH ENCLOSURES: 632 SF
SIDEWALKS: 10,001 SF
AMMENITY AREA: 5,467 SF
DOG WALKS: 1,012 SF

TOTAL: 174,861 SF / 219,864 SF = 79.5%

OUTDOOR LIVING AREA:

TOTAL COMMON OPEN SPACE = 10,532 SF/120 UNITS = 88 SF COMMON OPEN SPACE/UNIT

1-BEDROOM UNITS (UNIT A1): 90 SF PRIVATE OPEN SPACE + 88 SF COMMON OPEN SPACE = 178 SF OPEN SPACE/UNIT
2-BEDROOM UNITS (UNIT B1): 118 SF PRIVATE OPEN SPACE + 88 SF COMMON OPEN SPACE = 206 SF OPEN SPACE/UNIT
3-BEDROOM UNITS (UNIT C1): 220 SF PRIVATE OPEN SPACE + 88 SF COMMON OPEN SPACE = 308 SF OPEN SPACE/UNIT



E. GUADALUPE RD.

SITE PLAN

SCALE: 1" = 40'-0"

SITE PLAN LEGEND

- BUILDING NUMBER
- BUILDING TYPE
- BUILDING TYPE 1 - 3 STORY
- BUILDING TYPE 2 - 3 STORY
- CLUBHOUSE
- EV CHARGING STATION (CHARGEPOINT CT4000) - SEE SHEET SD4.20 FOR DETAILS
- 20'-0 WIDE UN-OBSTRUCTED FIRE AERIAL APPARATUS STAGING AREA
- FIRE RISER NFPA 13R
- FIRE RISER NFPA 13
- FIRE HYDRANT
- EV PARKING SPOT

SITE KEY NOTES

- PROPERTY LINE
- FIRE TRUCK TURNING RADIUS (PER CITY OF MESA DETAIL 503.2.4) TYPICAL WHERE SHOWN
- REFUSE ENCLOSURE
- PARKING SPACE 9'X18', TYPICAL
- COVERED PARKING STRUCTURE WHERE INDICATED
- NEW PEDESTRIAN WALKWAY (5'-0" TYPICAL)
- AMENITY AREA
- POOL AREA (POOL UNDER SEPARATE PERMIT)
- GAS BBQ AT AMENITY AREA
- KEYPAD ACCESS CONTROLLER AND KNOX EMERGENCY ACCESS OVERRIDE PER MESA FIRE PREVENTION DIVISION REGULATIONS FOR AUTOMATIC GATES.
- POOL ENCLOSURE WALL AND GATE (SEE LANDSCAPE PLANS FOR MORE INFORMATION)
- LANDSCAPE FENCE AND GATE (SEE LANDSCAPE PLANS FOR MORE INFORMATION)
- LANDSCAPE ISLAND (SINGLE ROW), 9'-0"W x 18'-0"L, TYPICAL
- LANDSCAPE ISLAND (DOUBLE ROW), 9'-0"W x 36'-0"L, TYPICAL
- 5'-0" WIDE PEDESTRIAN SIDEWALK, TYPICAL
- DOG WALK
- 5'-0" WIDE SIDEWALK ALONG CULVERT TO GUADALUPE ROAD
- BICYCLE RACKS (NOTE: 2 BIKES PER RACK) - PLEASE SEE LANDSCAPE SHEET L1.51 DETAIL 5 FOR BIKE RACK DETAILS.
- FIRE HYDRANTS
- CROSSWALK - PLEASE SEE LANDSCAPE SHEET L1.51 DETAIL 6 FOR CROSSWALK DETAIL.
- ELECTRICAL PANEL METAL SCREEN GATE



PROPOSED NEW MULTI-FAMILY PROJECT FOR:
EXCOLO DEVELOPMENT
PARK NORTH
6912 E. GUADALUPE RD
MESA, AZ

dwg name: PARK ACCESS IMPROVEMENT
PLAN

dwg no: SD1.11

date: 01-23-2025
job no: 2024.02
log no: