

WHEN RECORDED RETURN TO:

City of Mesa  
Attn: Real Estate Services  
20 E. Main Street  
Mesa, AZ 85201-7425

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into this \_\_\_\_\_ day of January, 2023, by and between the CITY OF MESA, an Arizona municipal corporation (“City”) and R&S DEVELOPMENT GROUP LLC, an Arizona limited liability company (“Owner”). City and Owner are sometimes referred to herein collectively as the “Parties,” or individually as a “Party.”

### RECITALS:

A. Whereas, Owner owns approximately 10.278 +/- acres of real property located east of Higley Road on the south side of Thomas Road within the City of Mesa, assessor’s parcel number (“APN”) 141-38-047A, which is legally described in Exhibit A and depicted on Exhibit B (the “Property”).

B. Whereas, Owner has submitted an application to rezone the Property from Single Residence 90 to Light Industrial with a Planned Area Development Overlay in order to develop a boat and recreational vehicle storage facility with no more than one (1) restroom as shown on the final site plan (the “Site Plan”) attached as Exhibit C (collectively the “Project”).

C. Whereas, as a condition of the rezoning of the Property (as City is authorized to do under A.R.S. § 9-462.01) and in order to develop and operate the Project on the Property, Owner is required to comply with all City development codes and regulations, which includes (without limitation) Mesa City Code Title Nine, Chapter Eight. Under Chapter Eight, Owner is required to install onsite and offsite improvements, including without limitation, installing City water and sewer lines in all streets adjacent to the Property (referred to collectively as the “Improvement Requirements”).

D. Whereas, Mesa City Code § 9-8-4(A) allows the City Manager or designee to modify or approve alternatives to the Improvement Requirements based on an individualized finding that there are special conditions involving the development, topography, and other factors and that the required improvements will substantially impair the ability for development due to these conditions.

E. Whereas, Owner has voluntarily requested a limited modification of the Improvement Requirements to: (i) substitute the requirement that Owner design and install the City sewer line in the street adjacent to the Property as listed in and shown on Exhibit D (the “Sewer Improvements”) with a one-time cash payment from Owner to City (“In Lieu Payment”); and (ii) allow the onsite wastewater needs of the Project be temporarily served via a fully contained onsite commercial septic wastewater treatment system approved and permitted by the Maricopa County Environmental Services Department (the “Septic System”) until City sanitary sewer service connection is available.

F. Whereas, the City has reviewed Owner’s request and the associated Project plans and due to special conditions associated with the development of the Project, including but not limited to, the inability to connect to the City’s wastewater system because City has not completed certain regional infrastructure improvements, City will grant the Owner’s request and accept an In Lieu Payment instead of Owner designing and installing the Sewer Improvements, and will allow the temporary use of a Septic System on the Property.

G. Whereas, Owner acknowledges and agrees that if City was not willing to accept Owner’s In Lieu Payment, Owner would have to design and install the Sewer Improvements and connect to the City’s sanitary sewer system with the development of the Project.

H. Whereas, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which the above described alternative and modification to the Improvement Requirements associated with the Project are approved, and intend this document to be a “Development Agreement” within the meaning of A. R. S. § 9-500.05.

#### **AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm and agree as follows:

1. In consideration of the timely performance by Owner of Owner’s obligations under this Agreement, City agrees as follows:

1.1. In Lieu Payment Acceptance. As authorized by Mesa City Code § 9-8-4(A), City will accept an In Lieu Payment from Owner as an approved alternative to Owner designing and installing the Sewer Improvements. The City acknowledges and agrees that the In Lieu Payment is based on estimated construction quantities and unit prices of the Sewer Improvements, and City assumes the risk that the actual future costs of the Sewer Improvements may exceed the In Lieu Payment amount. Owner is only obligated to pay the In Lieu Payment amount regardless of the actual future costs of the Sewer Improvements.

1.2 Notice to County. Upon receipt of the In Lieu Payment, City will provide notice to Maricopa County Environmental Services Department (and any other required department or

entity) that Owner is permitted to construct an on-site wastewater collection system at the Property to temporarily serve the onsite wastewater needs of the Project via the Septic System until such time as City determines a City sanitary sewer service connection is available.

1.3 Notice to Connect. City will provide “Notice” to Owner, in accordance with Subsection 4.2, when the City sanitary sewer service connection (i.e., Sewer Improvement) is available to the Property and allow Owner at least one hundred twenty (120) days for Owner to convert the Septic System to the City sanitary sewer system.

2. In consideration of Section 1 of this Agreement, Owner agrees as follows:

2.1 Compliance with City Requirements. Owner will comply with all Mesa City Code requirements applicable to the development of the Project to the extent not specifically modified by this Agreement, including but not limited to, completion of street improvements, water line extensions, and all other on-site and off-site improvements. In addition, in order for City to locate the service end for future connection to the City’s sanitary sewer, Owner acknowledges and agrees that as part of the permitting process for the Project, Owner must submit to City for approval construction documents for the Project (collectively the “Construction Documents”). Owner agrees to include in such Construction Documents the construction callouts describing the end of the service line consistent with City of Mesa Engineering Standards (including without limitation the location, which must be immediately adjacent to the right-of-way for the street, and the proposed depth of the sewer service connection). In addition, the service end must be installed in accordance with the approved Construction Documents and be marked with an electronic marker per MAG Standard Detail 440-1.

2.2 Owner’s In Lieu Payment Obligations. Owner must remit to City an In Lieu Payment in the amount of two hundred fifty-five thousand, one hundred eighty-seven dollars and twenty cents (\$255,187.20), for Owner’s share of the estimated costs for all design, materials, installation and overhead of the Sewer Improvements, plus twenty percent (20%) contingency costs, as those cost estimates are further established and detailed in Exhibit E. Owner acknowledges and agrees that the In Lieu Payment is an estimate of costs, the actual future costs of the Sewer Improvements may differ, and Owner is not entitled to any refund or other offset in the event such costs are less than the In Lieu Payment amount.

2.3 In Lieu Payment and Wastewater Impact Fee Due Prior to Issuance of Any Permits. Owner further acknowledges and agrees that City will not issue any construction, building, or right-of-way permit(s) or sewer unavailability letters for the Project or the development of Property until City receives from Owner the full In Lieu Payment and the applicable wastewater impact fee for the Project, which is thirteen thousand, two hundred ninety-five dollars and no cents (\$13,295.00) (the fee is based on the water meter sizing of the Project). Regardless of when paid, Owner acknowledges and agrees that such payments are properly due and owing at such time.

2.4 Failure of City to Construct the Sewer Improvements. If the City has not constructed the Sewer Improvements within fifteen (15) years from the date City received both

the In-Lieu Payment and wastewater impact fee from Owner, then upon written request from Owner, the City will refund such money to Owner, without interest, within sixty (60) days of receiving Owner's request. Upon City refunding the In-Lieu Payment and wastewater impact fee to Owner, this Agreement will terminate and be of no further force or effect; but Owner acknowledges and agrees that if the Septic System thereafter fails after this Agreement has been terminated, and Owner is not able to repair the Septic System, that Owner will have to comply with the City's, then current Terms and Conditions for the Sale of Utilities and the Mesa City Code (which may require Owner to extend the wastewater utility lines and install associated wastewater improvements) and pay the then applicable impact fees as well as applicable utility rates, fees and charges.

2.5 Use of Septic System for On-Site Wastewater Treatment. Owner, at its sole cost and expense, will permit, install, and maintain the Septic System, in full conformance with the requirements of both the Maricopa County Health Services Department and the Arizona Department of Environmental Quality, as applicable, to the extent necessary to serve the wastewater needs of the Project until such time that the Sewer Improvements are available to the Project. Owner can continue to use the Septic System until City installs the Sewer Improvements and provides Notice to Owner (see Subsection 1.3) that Owner needs to convert the Project from the Septic System to the Sewer Improvements (see Subsection 2.9). Owner must design and install all on-site plumbing, including the Septic System with a dry sewer line, in a manner that facilitates the future connection with the City's sanitary sewer system (i.e., Sewer Improvements), once available.

2.6 Septic System Limited to the Project. Owner will only utilize the Septic System to serve the wastewater needs of the Project as the Project is depicted on the Site Plan and not for any other use on the Property, unless Owner receives an Approval Letter as provided under Subsection 2.7.

2.7 Changes that Require City Approval and May Affect Use of Septic System. Until Project is connected to the Sewer Improvements, Owner is prohibited from doing any of the following without prior written approval from City ("Approval Letter"), which the City may grant or deny in its sole and absolute discretion for any or no reason:

2.7.1 Materially adding to the volume of wastewater produced at the Property;

2.7.2 Rezoning the Property; or

2.7.3 Changing the use of the Property to a more intense use of the Property.

To request an Approval Letter, Owner must send City a written request with sufficient details and information that will allow the City to review all impacts of the proposed change. The Approval Letter is in addition to any other approvals or requirements imposed by Mesa City Code or other applicable law. If Owner violates this Subsection 2.7, City, at its sole and absolute discretion for any or no reason, may (i) seek specific performance, to include removal by Owner of any unauthorized improvements or termination of unapproved uses; (ii) pursue liquidated damages in the amount of the estimated wastewater utility charges that are

applicable to the Property and for each month the violation continues; or (iii) terminate this Agreement and seek any other legal remedy under this Agreement or otherwise available at law or in equity.

2.8 Failure of the Septic System. If the Septic System fails prior to Owner receiving Notice from City that City sanitary sewer service is available at the Property, as set forth in Subsection 1.3, Owner may replace the Septic System with an onsite commercial septic system that is similar in size and capacity and approved and permitted by both the Maricopa County Health Services Department and the Arizona Department of Environmental Quality, as applicable.

2.9 Future Availability of Sewer Service to the Property. Within one hundred twenty (120) days from the date Owner receives Notice from City that City sanitary sewer service (i.e., Sewer Improvement) is available to the Property, as set forth in Subsection 1.3, Owner, at its sole cost and expense, must: (i) convert the waste water generated by the Project (and the Property) from flowing into the Septic System so that the waste water then flows to the City's sanitary sewer system; (ii) disconnect the Septic System from the Project; and (iii) abandon, remove, or both, the septic tank in full conformance with the requirements of both the Maricopa County Health Services Department and the Arizona Department of Environmental Quality, as applicable. Owner further acknowledges and agrees that once Owner receives such Notice from City, Owner must connect the Property to the City's sanitary sewer system, and must comply with Mesa City Code and any other City regulations that apply, including payment of all applicable fees and charges previously uncollected and associated with such connection. Wastewater utility service to the Property will be provided subject to the City's Terms and Conditions for the Sale of Utilities, the Mesa City Code, and Owner's payment of applicable rates, fees and charges at the time of service.

2.10 Construction Coordination. Owner must design and install all onsite plumbing, including the Septic System and a dry sewer building line, in a manner that facilitates future connection with the City's sanitary sewer system (i.e., Sewer Improvements) once available. At the time of installation of the Sewer Improvements and while the trench for the Sewer Improvements is open, City will use reasonable efforts to connect the service end of the dry sewer line installed by Owner, as shown on the approved Construction Documents required under Subsection 2.1, to the Sewer Improvements, with the actual conversion of the Project from the Septic System to the City's sanitary sewer system to occur no later than one hundred twenty (120) days after Notice is provided as required by Subsection 1.3.

3. Term/Termination. This Agreement becomes effective on the date it is recorded in its entirety in the Official Records of Maricopa County, Arizona, and will continue in full force and will automatically terminate upon the earlier of: (i) termination by the mutual written consent of Owner and City; (ii) Owner paying the In Lieu Payment and connecting the Property to the City's sanitary sewer system and satisfying all other Owner obligations in this Agreement; (iii) the effective date of a Council approved rezoning without an Approval Letter from City as set forth in Subsection 2.7 or that is otherwise in conflict with this Agreement; or (iv) twenty-five (25) years from the date of execution of this Agreement by the Parties as set forth on page one of this Agreement. Owner acknowledges and agrees that if the City has not installed the

Sewer Improvements and has returned the In-Lieu Payment and wastewater impact fee to the Owner, thereby terminating this Agreement (see Subsection 2.4), and thereafter the on-site Septic System fails, that Owner will have to comply with the City's, then current Terms and Conditions for the Sale of Utilities and the Mesa City Code (which may require Owner to extend the wastewater utility lines and install associated wastewater improvements) and pay the then applicable impact fees as well as applicable utility rates, fees and charges.

4. General Provisions.

4.1 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution by the Parties as set forth on page one (one) of this Agreement.

4.2 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

The City: City of Mesa  
20 East Main Street, Suite 750  
Mesa, Arizona 85211  
Facsimile: 480-644-2175  
Attn: City Manager

With copy to: Mesa City Attorney's Office  
20 East Main Street, Suite 850  
Mesa, Arizona 85211  
Facsimile: 480-644-2498  
Attn: City Attorney

Owner: R&S Development Group, LLC  
Attn: Clark Stahl  
8843 N. 63<sup>rd</sup> Place  
Paradise Valley, Arizona 85253  
Facsimile: \_\_\_\_\_  
Email: clarkstahl@hotmail.com

With copy to: Reese L. Anderson  
Pew & Lake, PLC  
1744 S. Val Vista Drive, Suite 217  
Mesa, Arizona 85204  
Facsimile: 480-461-4676  
Email: reese.anderson@pewandlake.com

or at such other address, and to the attention of such other person or officer, as

any Party may designate in writing by Notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the Notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a Notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a Notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the Notice.

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

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

4.5 Remedy/Equitable Relief. The Parties agree that damages alone are not an adequate remedy for the breach of any provision of this Agreement. In the event Owner fails to perform or fails to otherwise act in accordance with any term or provision in this Agreement the City is entitled to immediately seek enforcement of this Agreement by means of specific performance, injunction, or other equitable relief, without any requirement to post a bond or other security. The specific performance remedy provided in this Subsection 4.5 shall be cumulative relief, and shall not be a limitation on the City's other remedies, including the right to seek contract damages hereunder.

Additionally, the City reserves the right to withhold any City permits or approvals Owner may need to develop the Property and may revoke any City approval, permit, or certificate of occupancy if Owner allows any of the changes to the Project or the Property listed in Subsection 2.7 without written approval from the City.

4.6 Good Standing; Authority. Each Party represents and warrants that it is a duly formed and legally valid existing entity under the laws of the State of Arizona with respect to Owner, or a municipal corporation within Arizona with respect to 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 and represent that upon execution, this Agreement is binding and no further action is or shall be necessary to make the Agreement enforceable in its entirety.

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

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

4.9 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

4.10 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

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

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

4.13 Conflict of Interest. Pursuant to A.R.S. § 38-503 and A.R.S. § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.



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

Exhibit A:	Legal Description of the Property
Exhibit B:	Depiction of the Property
Exhibit C:	Site Plan
Exhibit D:	List of Sewer Improvements and Depiction of Location
Exhibit E:	In Lieu Payment Cost Estimate

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

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

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

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

4.18 E-Verify. To the extent applicable under A.R.S. § 41-4401 and A.R.S. § 23-214, Owner represents and warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The City retains the legal right to randomly inspect the papers and records of any employee who works under this Agreement to ensure compliance with the above-mentioned laws.

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

4.20 Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

4.21 Covenants Running With Land; Inurement. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property will run with the Property and will be binding upon, and will inure to, the benefit of the Parties and their respective permitted successors and assigns with respect to such Property. Wherever the term “Party” or the name of any particular Party is used in this Agreement such term will include any such Party’s permitted successors and assigns.

4.22 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by City and Owner. Within ten (10) days after any amendment to this Agreement, such amendment will be recorded in the Official Records of Maricopa County, Arizona. Upon amendment of this Agreement as established herein, references to “Agreement” or “Development Agreement” will mean the Agreement as amended. If, after the effective date of any amendment(s), the Parties find it necessary to refer to this Agreement in its original, unamended form, they will refer to it as the “Original Development Agreement.” When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties will refer to it by the number of the amendment as well as its effective date.

4.23 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 (including but not limited to A.R.S. § 42-6201 *et seq.*), City and Owner shall use all and best faith efforts to modify the Agreement so as to fulfill each Parties obligations in the Agreement while resolving the violation with the Attorney General. If within thirty (30) days of notice from the Attorney General pursuant to and under the provisions of A.R.S. § 41-194.01(B)(1), City and Owner cannot agree to modify this Agreement so as to resolve the violation with the Attorney General, this Agreement shall automatically terminate at midnight on the thirtieth (30<sup>th</sup>) day after receiving such notice from the Attorney General, and upon such termination the Parties shall have no further obligations under this Agreement. Additionally, if the Attorney General determines that this Agreement may violate a provision of state law or the Constitution of Arizona under A.R.S. § 41-194.01(B)(2), and requires the posting of a bond under A.R.S. § 41-194.01(B)(2), City shall be entitled to terminate this Agreement, except if Owner posts such bond, if required; and provided further, that if the Arizona Supreme Court, determines that this Agreement violates any provision of state law or the Constitution of Arizona, City may terminate this Agreement and the Parties shall have no further rights, interests or obligations in this Agreement or claim against the other Party for a breach or default under this Agreement.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth on page one (1) of this Agreement:

“CITY”

CITY OF MESA, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Christopher J. Brady, City Manager

ATTEST:

\_\_\_\_\_  
Holly Moseley, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
James Smith, City Attorney

STATE OF ARIZONA       )  
  ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Christopher J. Brady, the City Manager for the CITY OF MESA, an Arizona municipal corporation.

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

My Commission Expires:

\_\_\_\_\_

**“OWNER”**

R&S DEVELOPMENT GROUP LLC, an Arizona  
limited liability company

By: \_\_\_\_\_  
Clark B. Stahl, IV, Manager

By: \_\_\_\_\_  
Allison Rau Stahl, Manager

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Clark B. Stahl, IV, a Manager of R&S Development Group, LLC, an Arizona limited liability company, on behalf of the company.

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

My commission expires:

\_\_\_\_\_

STATE OF ARIZONA        )  
  )ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Allison Rau Stahl, a Manager of R&S Development Group, LLC, an Arizona limited liability company, on behalf of the company.

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

My commission expires:

\_\_\_\_\_

EXHIBIT A  
TO DEVELOPMENT AGREEMENT

(Legal Description of the Property)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 6 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HAND HOLE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 26, BEING SOUTH 88 DEGREES 56 MINUTES 29 SECONDS EAST, ALONG THE SOUTH LINE, 2598.45 FEET FROM A BRASS CAP IN A HAND HOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 26, NORTH 88 DEGREES 56 MINUTES 29 SECONDS WEST, 1299.22 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, NORTH 00 DEGREES 28 MINUTES 30 SECONDS EAST, 186.41 FEET TO THE POINT OF BEGINNING ON AN EXISTING CHAIN LINK FENCE;

THENCE ALONG SAID CHAIN LINK FENCE NORTH 47 DEGREES 26 MINUTES 07 SECONDS WEST, 737.53 FEET;

THENCE CONTINUING ALONG SAID CHAIN LINK FENCE NORTH 80 DEGREES 00 MINUTES 02 SECONDS WEST, 147.00 FEET;

THENCE CONTINUING ALONG SAID CHAIN LINK FENCE SOUTH 32 DEGREES 50 MINUTES 38 SECONDS WEST, 111.74 FEET;

THENCE CONTINUING ALONG SAID CHAIN LINK FENCE SOUTH 85 DEGREES 54 MINUTES 51 SECONDS WEST, 407.73 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 22 SECONDS EAST, 232.21 FEET;

THENCE NORTH 22 DEGREES 10 MINUTES 46 SECONDS EAST, 159.64 FEET;

THENCE NORTH 39 DEGREES 33 MINUTES 01 SECONDS EAST, 123.15 FEET;

THENCE FROM A LOCAL TANGENT BEARING OF SOUTH 89 DEGREES 43 MINUTES 35 SECONDS EAST ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1372.00 FEET, THROUGH A CENTRAL ANGLE OF 47°25'29" AND AN ARC LENGTH OF 1135.63 FEET;

THENCE SOUTH 42 DEGREES 18 MINUTES 31 SECONDS EAST, 13.93 FEET TO SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26 THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, SOUTH 00 DEGREES 28 MINUTES 30 SECONDS WEST, 417.13 FEET TO THE POINT OF BEGINNING.

EXHIBIT B  
TO DEVELOPMENT AGREEMENT  
(Depiction of the Property)

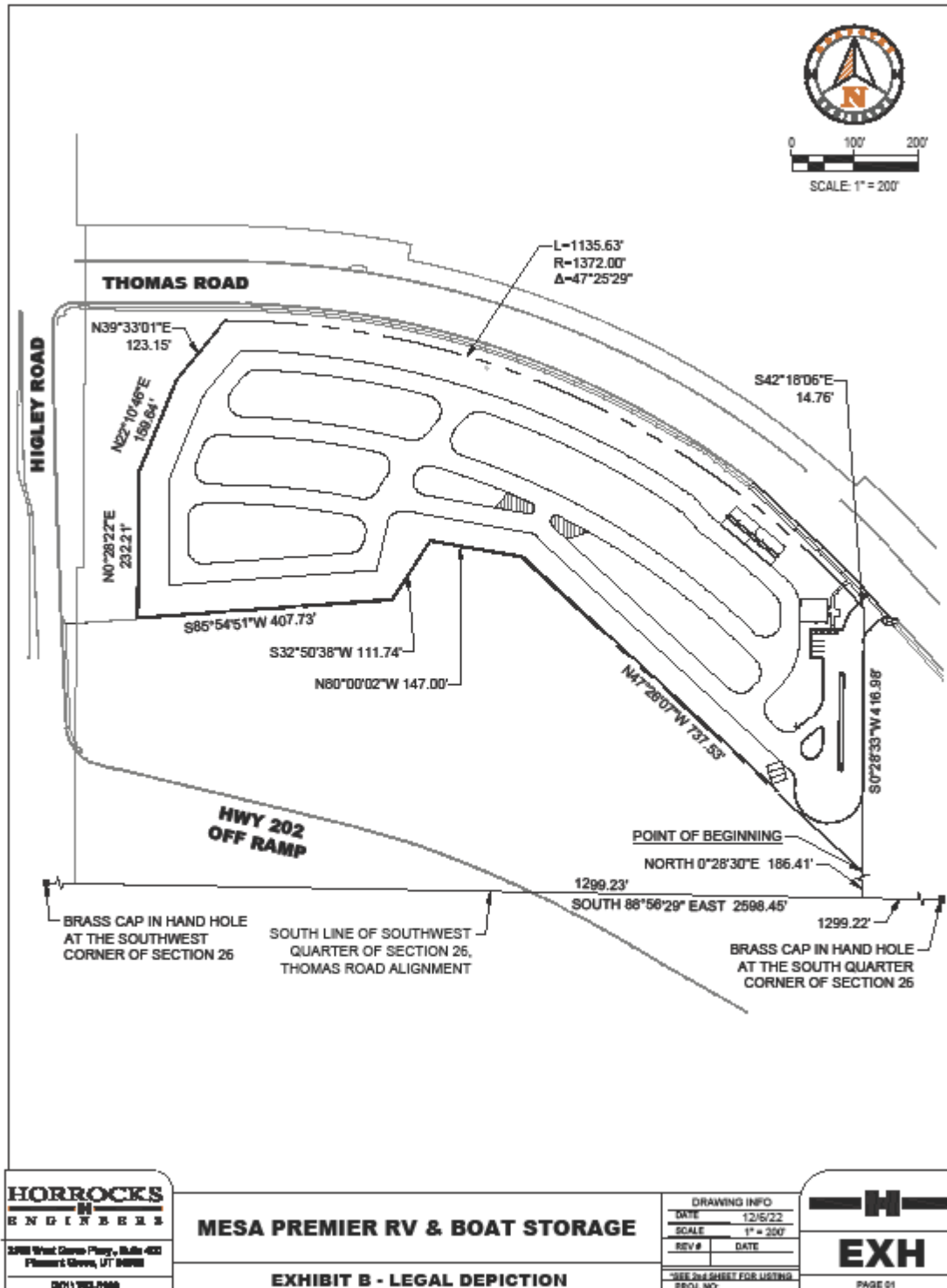
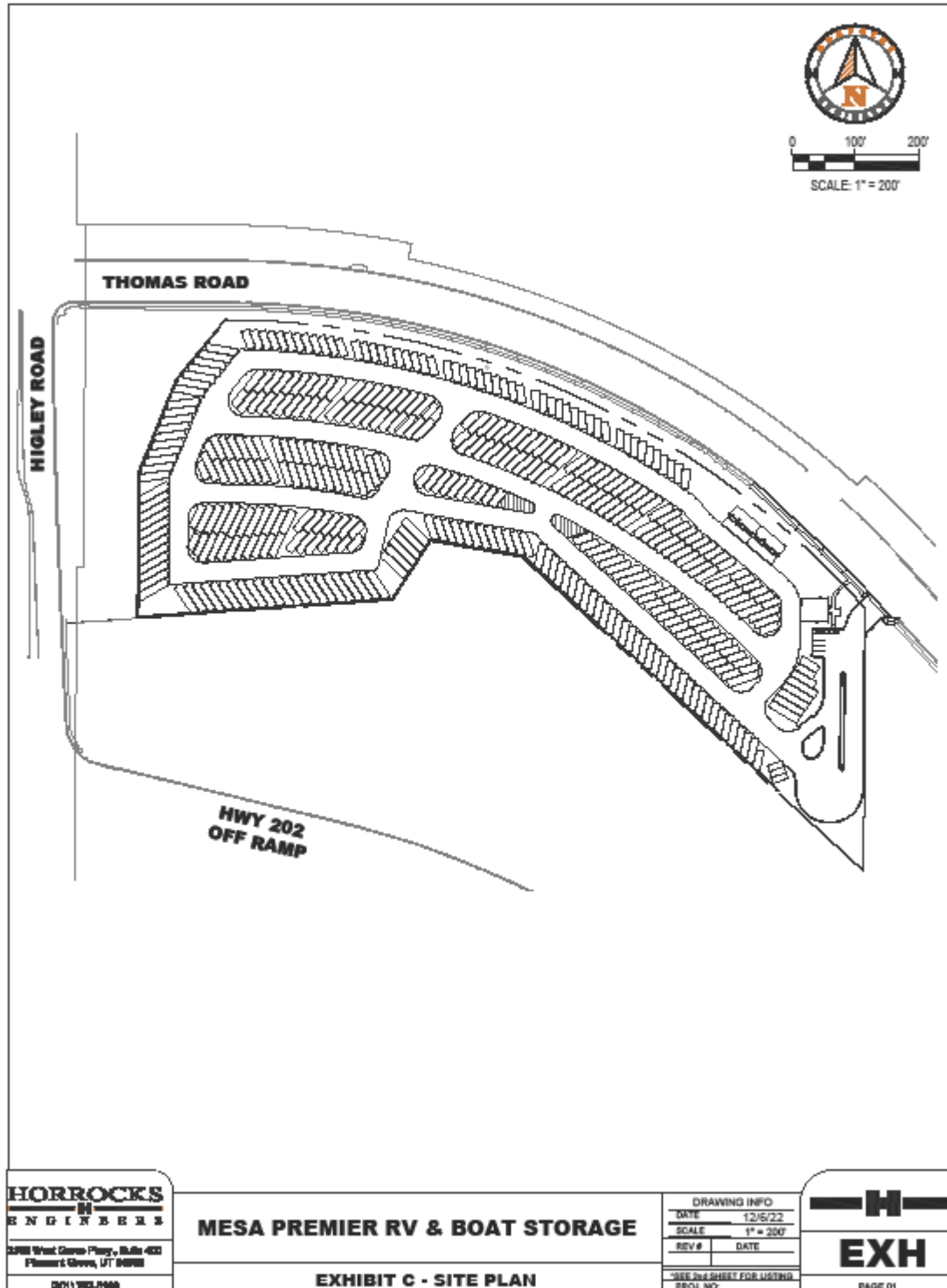


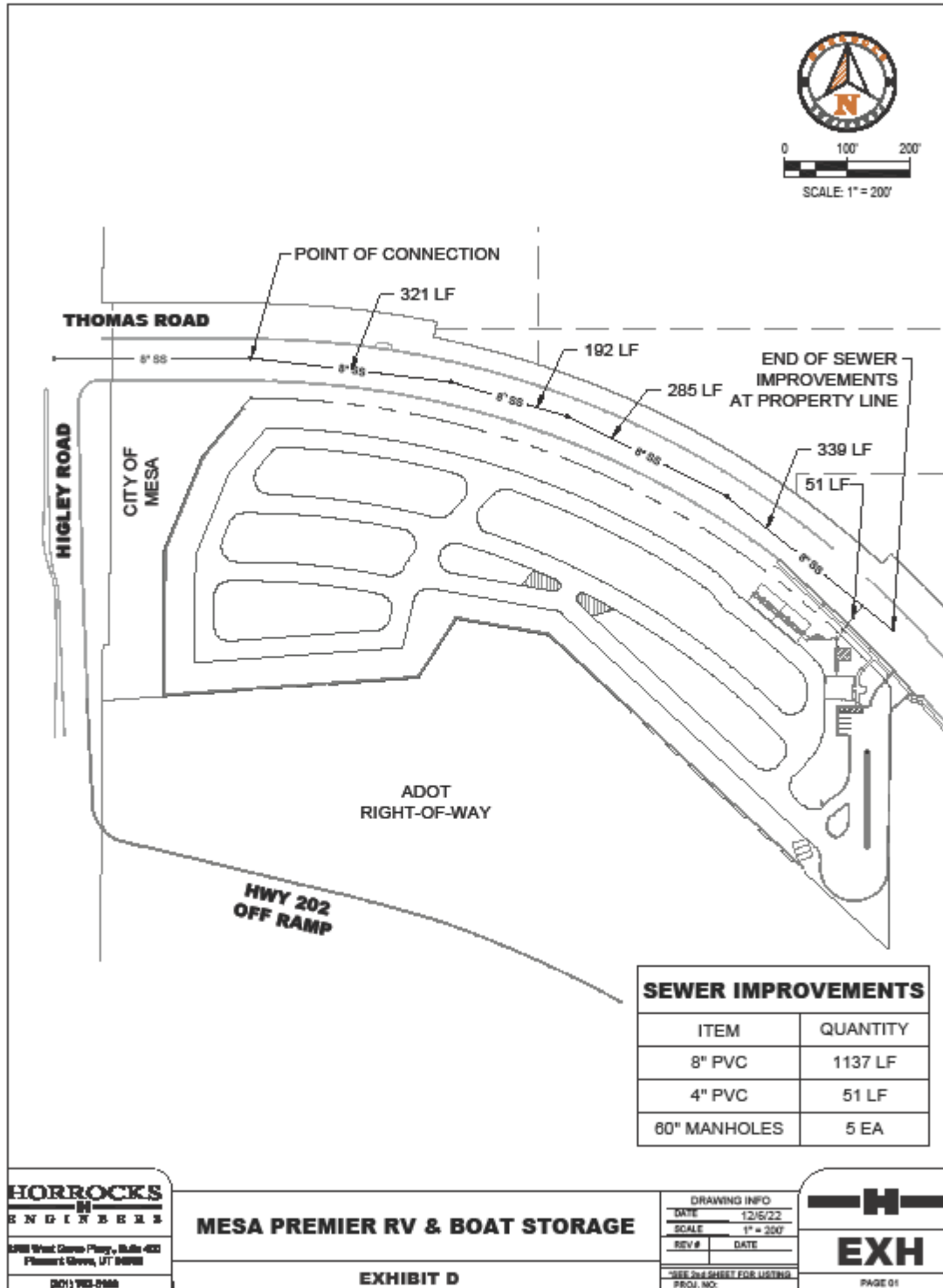
EXHIBIT C  
TO DEVELOPMENT AGREEMENT

(Site Plan)



# EXHIBIT D TO DEVELOPMENT AGREEMENT

(List of Sewer Improvements and Depiction of Location)





# EXHIBIT E TO DEVELOPMENT AGREEMENT

(In Lieu Payment Cost Estimate)



This estimate is prepared as a guide to proposed sewer improvements within Thomas Road and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgement, is sufficient to satisfy our understanding of the purpose of this estimate. Horrocks makes no warranty, either expressed or implied, as to the accuracy of this estimate.

## Horrocks Engineers

Prepared By: Taylor Dahle  
Reviewed By: Russell Skuse  
EOR Contact: 801-793-7556

Project: Mesa RV & Boat Storage  
Project #: AZ-3651-21  
City Project #: ZON21-00080  
Date: 1/3/2023

## THOMAS ROAD SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	SUBTOTAL
Mobilization, Demobilization	1	LS	\$ 3,700.00	\$ 3,700.00
MCESD Permitting and Coordination, commissioning and testing the line	1	LS	\$ 500.00	\$ 500.00
**Dust Control	0	LS	\$ -	\$ -
**Construction Water	0	LS	\$ -	\$ -
Construction Quality Control	1	LS	\$ 1,200.00	\$ 1,200.00
Construction Surveying, Staking	1	LS	\$ 1,200.00	\$ 1,200.00
**Utility Potholing	0	LS	\$ -	\$ -
Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00
*Remove and replace curb, gutter, sidewalk	0	LF	\$ -	\$ -
Sawcut and remove asphalt	1137	LF	\$ 3.00	\$ 3,411.00
Roadway subgrade preparation	1137	LF	\$ 15.00	\$ 17,055.00
Asphalt and base course replacement	1137	LF	\$ 43.88	\$ 49,900.00
Striping	2300	LF	\$ 0.80	\$ 1,840.00
Contractor General Conditions	1	LS	\$ 500.00	\$ 500.00
8" PVC SDR-35	1137	LF	\$ 75.00	\$ 85,275.00
60" Manhole	5	EA	\$ 8,495.00	\$ 42,475.00
4" PVC SDR-35	52	LF	\$ 50.00	\$ 2,600.00

Project Summation	\$	212,656.00
20% Contingency	\$	42,531.20
<b>Total</b>	<b>\$</b>	<b>255,187.20</b>

\*Included in the onsite portion of work and will not have an impact to the sewer fee

\*\*Included in pipe and structure installation costs.



801-763-5100 | Horrocks.com  
2162 West Grove Parkway, Suite 100, Pleasant Grove, UT 84062