

When recorded, return to:

4869-74-1-1--
morenoa

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

20-A072

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of the 29th day of April, 2020, by and between the CITY OF MESA, an Arizona municipal corporation (the "City"), and the STATE OF ARIZONA (the "State"), by and through the State Land Commissioner (the "Commissioner") and the Arizona State Land Department (the "ASLD"). City and State are sometimes referred to in this Agreement collectively as the "Parties," or individually as a "Party."

RECITALS

A. The State owns approximately 595 acres of land located in unincorporated Maricopa County, Arizona (the "County"), legally described in Exhibit A-1 and depicted on Exhibit A-2 attached hereto and incorporated herein by reference (the "Property"). The Property is land granted to the State in trust by the Arizona-New Mexico Enabling Act (the "Enabling Act") and administered by the Commissioner and ASLD in the best interest of the State Land Trust (the "Trust") created by Article 28 of the Enabling Act.

B. The Property is currently zoned RU-43 in the County, which permits one dwelling unit per acre and other rural uses. The Property is within the City's Mixed-Use Activity/Employment Character Area as designated by the Mesa 2040 General Plan (the "General Plan").

C. City and State desire that the Property be annexed into the corporate limits of the City, to be developed as an integral part of the City, to provide for the orderly, controlled and quality growth in the area, to improve and enhance the economic welfare of the residents of the City, and to ensure the Property is developed to City standards.

D. Any agreement permitting the City to annex the Property and any future uses of the annexed Property must serve the best financial interests of the Trust. The State can only support an annexation that will result in well-defined planning, development entitlements, and municipal services that support revenue generation for the Trust's beneficiaries. ASLD has established guidelines for the annexation of Trust lands in which ASLD requests that the municipality identify specific benefits to the Trust that will result from the proposed annexation, including, among other factors, a description of the development and entitlement agreements that

would be included in the annexation, the proposed general plan land use designations, density and zoning and a timeline for initiating the zoning upon annexation.

E. The City has identified the following specific benefits that will result to the Trust if the State agrees to permit the annexation of the Property into the City: (i) providing quality municipal services to the Property; and (ii) entitling the Property.

F. The Commissioner provided the City with written approval of the Selection Board and the Commissioner to annex the Property and the City filed such approvals with the blank annexation petition (the "Annexation Petition") pursuant to A.R.S. § 9-471.

G. The Property is proposed to be developed with a combination of employment, commercial, retail, mixed-use and residential housing connected via a network of open space and pedestrian connectivity, all as more generally described in this Agreement (the "Project"). The Project is intended to include approximately 536 acres of certain real property owned by private owners (the "Private Owners," as fully defined below), which land is legally described and depicted in, and governed by, a separate development agreement between the Private Owners and the City and considered by the Mesa City Council at its April 20, 2020, Council meeting (the "Private Land"). The total acreage of the Project is approximately 1,132 acres consisting of the Property and Private Land.

H. This Agreement is intended to be approved concurrently with an annexation, General Plan amendment, and a rezoning as a single item with multiple sub-parts that may be approved by the City Council in one motion. More specifically Council will have approved State's request for: (i) General Plan amendment on the northern portion of the Property as depicted on Exhibit B, from Mixed-Use Activity/Employment to the Neighborhood character area; and a (ii) rezoning of the Property to Small Lot Single Residence-4 (RSL-4), Small Lot Single Residence-2.5 (RSL-2.5), Multiple Residence-5 (RM-5), General Commercial (GC), Limited Commercial (LC), Office Commercial (OC), Mixed Use (MX), and Light Industrial (LI) zoning districts as depicted on the rezoning map attached hereto as Exhibit C with a conceptual planned area development overlay. The rezoning (Case No. ZON17-00607) ordinance #5567 as may be amended from time to time (the "Hawes Crossing PAD") will constitute the zoning on the Property.

I. The Project may develop in phases (referred to as "Villages") according to the conceptual phasing plan submitted as part of the Hawes Crossing PAD. As a condition to the development of a Village or a portion thereof, and in order for a development with an approved Specific Plan (as that term is defined in this Agreement) to receive City services, the State and the Private Owners acknowledge and agree that the City will require the applicable ASLD Successor, as defined below, and Private Owner(s) to design, finance, construct and install certain infrastructure improvements (i.e. water, wastewater, drainage, and roadway improvements) identified in the Master Reports (as defined herein), which may be modified pursuant to the terms and conditions set forth in this Agreement. In certain circumstances the requirements in the Master Reports and this Agreement are greater than the requirements in the

Applicable Laws. In such event, the requirements in the Master Reports and this Agreement shall control.

J. The development of the Project pursuant to this Agreement and the Hawes Crossing PAD is acknowledged by the Parties to be consistent with the Mesa 2040 General Plan (the “**General Plan**”).

K. Arizona Revised Statutes (“A.R.S.”) § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the annexation and development of such property and certain development rights thereon.

L. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05 in order to facilitate the development of the Property by providing for, among other things: (i) the permitted uses on the Property, (ii) Property restrictions; (iii) the construction of open space, parks, trails, and infrastructure improvements; and (iv) other matters related to the development of the Property as more fully described in this Agreement.

M. City and State acknowledge that the development of the Project pursuant to this Agreement and the approved Hawes Crossing PAD will have planning and economic benefits to the State and City including, among other things: (i) providing for planned and orderly development of the Project consistent with the City’s General Plan and Zoning; (ii) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources, (iii) providing for the orderly, controlled and quality growth in the area; (iv) increasing tax revenues to the City arising from or relating to the improvements to be constructed on the Property; (v) creating new jobs and otherwise enhancing the economic welfare of the residents of City; and (v) otherwise advancing the development goals of City.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Definitions.** The below words and phrases, wherever used in this Agreement, shall be construed as defined in this Section unless, clearly from the context, a different meaning is intended. Words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The use of the term “shall” in this Agreement means a mandatory act or obligation.

(a) “**50% MRU CAP Limitation**” means as defined in **Section 4.**

(b) “**Affiliate,**” as applied to any person, means any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition, (i)

“control” (including with correlative meaning, the terms **“controlling,” “controlled by”** and **“under common control”**), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise, and (ii) **“person”** means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

(c) **“Agreement”** means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to Articles, Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth in Paragraphs A through M, inclusive, are incorporated into this Agreement by reference and form a part of this Agreement.

(d) **“Annexation Petition”** means the blank annexation petition filed by the City with the Maricopa County Recorder pursuant to A.R.S. § 9-471.

(e) **“Applicable Laws”** means as defined in Subsection 2.2 and also includes the City of Mesa’s Schedule of Fees and Charges.

(f) **“A.R.S.”** means the Arizona Revised Statutes as now or hereafter enacted or amended.

(g) **“ASLD Successor”** means purchasers and lessees of the Property, and their assigns and other successors in interest. A grantee of an ASLD Special Land Use Permit is not an ASLD Successor.

(h) **“City”** means the Party designated as City on the first page of this Agreement. In this Agreement any determination, authorization, consent, or approval by City may be made by its City Manager, City Engineer, City Traffic Engineer, or designee or a consultant, if deemed necessary by the City.

(i) **“City Code”** means the Code of the City of Mesa, Arizona, as amended from time to time.

(j) **“City Council”** means the City Council of City.

(k) **“City Manager”** means the person designated by City as its City Manager.

(l) **“Completion of Construction”** or **“Completed Construction”** means the date on which one or more temporary or final certificates of occupancy (or letters of acceptance, as applicable) have been issued by City.

(m) **“Conceptual Village Plan”** means as defined in Subsection 2.3.

(n) **Date of Conveyance**” means the date the sale, transfer or conveyance of property is duly recorded in the Maricopa County Recorder’s Office.

(o) **“Dispute”** means as defined in Section 21.

(p) **“Effective Date”** means as defined in Section 18.

(q) **“Fee”** means as defined in Subsection 2.10.

(r) **“Final Plat”** means a final map of all or part of a subdivision providing substantial conformance to an approved preliminary plat, prepared by a registered land surveyor in accordance with Mesa City Code Section 9-6-2.

(s) **“First ASLD Successor”** means as defined in Subsection 2.9.

(t) **“Frame Inspection Hold”** means as defined in Subsection 16.1(b).

(u) **“General Plan”** means *This is My Mesa: Mesa 2040 General Plan* as adopted by City.

(v) **“Homeowners Association”** or **“HOA”** means as defined in Section 5.

(w) **“Hawes Crossing PAD”** means as defined in Recital H and is limited to Ordinance #5567 and all exhibits thereto (for purposes of clarity, the Parties acknowledge that any other documents, including but not limited to the project narrative, do not constitute the zoning and are not incorporated into the Hawes Crossing PAD).

(x) **“Infrastructure Improvements”** means the public infrastructure improvements identified in the Master Reports, the Site-Specific Infrastructure Plan, and this Agreement; and the public infrastructure improvements as required by Applicable Law; and further includes the Public Improvements required under Subsection 10.2.1 and Subsection 10.2.1.1. In certain circumstances the requirements in the Master Reports, Site-Specific Infrastructure Plan, or this Agreement are greater than the requirements in the Applicable Laws; in such event, the requirements in the Master Reports, Site-Specific Infrastructure Plan, or this Agreement shall control.

(y) **“Master Association”** means as defined in Section 5.

(z) **“Master Reports”** means as defined in Subsection 2.2 and further described in Subsection 10.1.

(aa) **“Model Home”** means a newly built single residential home in an approved subdivision that is furnished and decorated to market the home and its living space and features to prospective buyers and which is not for immediate sale and will not be permanently occupied during its use as a model.

(bb) **“Multiple Residence Units” or “MRU”** means multiple residence as that term is defined in the Zoning Ordinance.

(cc) **“MRU Cap”** means as defined in Section 4.

(dd) **“Non-residential Development”** means as defined in Section 4.

(ee) **“Notice”** means as defined in Subsection 23.9(a).

(ff) **“Open Space”** means collectively the open space, parks (including neighborhood, community and pocket), urban plazas and trails identified in Exhibit H and Exhibit I.

(gg) **“Open Space Buffer”** means as defined in Subsection 14(a).

(hh) **“Open Space Plan”** means as defined in Subsection 6.1.

(ii) **“Parcel”** means and refers to each distinguishable parcel of real property within the Project developed for uses consistent with and pursuant to the terms of this Agreement.

(jj) **“Party” or “Parties”** means as defined on the first page of this Agreement.

(kk) **“Private Land”** means the land described in Recital G and further described and depicted in a separate development agreement between the Private Owners and the City approved by the Mesa City Council on February 24, 2020.

(ll) **“Private Owners”** means collectively the owners of the Parcels of the Private Land, and its affiliates, successors, and assigns.

(mm) **“Project”** means as defined in Recital G.

(nn) **“Public Improvements”** means as defined in Subsection 10.2.1.

(nn) **“Recorded Plat”** means as defined in Subsection 2.9.

(oo) **“Requesting Entity”** means as defined in Subsection 12.2.1.

(pp) **“Required Residential”** means as defined in Subsection 6.7.

(qq) **“Residential Zoning District”** means any portion of the Property which is zoned with a City of Mesa residential zoning district under the Hawes Crossing PAD and any amendment or change thereto. The current Hawes Crossing PAD includes the following residential zoning districts: Small Lot Single Residence-4 (RSL-4), Small Lot Single Residence-2.5 (RSL-2.5), and Multiple Residence-5 (RM-5).

(rr) **“Site-Specific Infrastructure Plan”** means as defined in Subsection 2.4.

(ss) **“Site-Specific Property”** means the specific Parcel or Parcels that are included in a Specific Plan which is or may be developed pursuant to the Specific Plan and this Agreement.

(tt) **“Specific Plan”** or **“Specific Plans”** means as defined in Subsection 2.4.

(uu) **“State”** means the Party designated as State on the first page of this Agreement and is intended to include the Commissioner and ASLD.

(vv) **“Term”** means as defined in Section 18.

(ww) **“Third Party”** means any person (as defined in Section 1(b) above) other than a Party, an ASLD Successor, or an Affiliate of any Party or ASLD Successor.

(xx) **“Village”** or **“Villages”** means development areas within the Property delineated numerically (1-8) on Exhibit E. The numerical value associated with a Village is not an indication or obligation of sequential phasing or development. Additionally, each Village may be referred to by number (i.e. “Village 1,” “Village 2,” “Village 3,” etc.) and each of the Villages may be referred to as a Village.

(yy) **“Waiver”** means as defined in Subsection 23.24.

(zz) **“Zoning”** or **“Zoning Ordinance”** means the Zoning Ordinance of City, as the same may be amended from time-to-time during the Term.

2. Development Plans and Phasing.

2.1 Annexation. The Commissioner has provided the City the written approval of the Selection Board and the Commissioner for the City to file with the Annexation Petition. The City filed the Annexation Petition on September 10, 2019, and held a public hearing on October 17, 2019, pursuant to A.R.S. 9-471. The Property subject to the annexation is depicted on the annexation map attached hereto as Exhibit D.

2.2 Applicable Laws and Development of Project. Except as otherwise provided for in Subsection 2.6, the development of the Project shall be in accordance with the federal, state, county and City statutes, codes, laws (statutory and common law), ordinances, rules, regulations, permit requirements, and other requirements and official policies of the City, all as they may be amended from time to time, and that apply to the development of the Project as of the date of any application or submission to the City (collectively the **“Applicable Laws”**), this Agreement, the Hawes Crossing PAD and applicable Specific Plans. The Hawes Crossing PAD includes, the Master Drainage Report, Master Water Report, Master Wastewater Report and Master Traffic Impact Analysis, as may be amended from time to time pursuant to Section 11 (collectively, the **“Master Reports”**), and these Master Reports outline the infrastructure improvements (i.e. water, wastewater, drainage and roadway improvements) for the Project and each Village within the Project.

2.3 **Phasing of Project.** The State and the Private Owners intend that the Project will be constructed in eight phases (referred to as Villages in the Conceptual Village Plan) according to the phased plan of development attached hereto as **Exhibit E** (the “**Conceptual Village Plan**”). Villages, or portions thereof, may develop independently from one another but each Village has associated with it the required infrastructure as described in the Master Reports. As a condition to the development of the Property, or portions thereof, within any Village, ASLD Successor who owns the property being developed, shall construct all the necessary Infrastructure Improvements for the Village in which the property is located as required in this Agreement including Subsections 10.2.1 and 10.2.1.1 and in accordance with the approved construction plans and the Master Reports.

2.4 **Specific Plans Required.** Each development within the Property requires the ASLD Successor of the property that is being developed to prepare and submit a specific plan, in accordance with Chapter 22: Planned Area Development Overlay District of the Zoning Ordinance (the “**Specific Plan**”), to the City for approval which shall: (i) comply with the Zoning Ordinance except as explicitly modified by the Hawes Crossing PAD (Ordinance #5567); (ii) comply with the Master Reports; and (iii) set forth the site specific matters relevant to the development including, at a minimum, detailed drawings of the proposed development, site plans, landscape plans, building elevations, and detailed infrastructure plans for the development (the “**Site-Specific Infrastructure Plan**”). A Specific Plan for non-residential, mixed use or multiple residence development must include a minimum of ten acres of contiguous real property and a Specific Plan for a single residence development must include a minimum of twenty acres of contiguous real property. ASLD Successor of the Property that is being developed must apply for and obtain approval of a Specific Plan, or any amendments to a Specific Plan, which will be processed by City in accordance with its regular and customary procedures pursuant to the Applicable Laws.

2.4.1 **Modifications to the Ten- and Twenty-Acres Requirement.** If an ASLD Successor owns less than the ten or twenty acres as required by **Subsection 2.4**, and after five (5) years from the Effective Date of this Agreement, an ASLD Successor may request a modification to the ten acres or twenty acres requirement in **Subsection 2.4**. If City, in its sole discretion, agrees to the modification, the ten/twenty acres requirement in **Subsection 2.4** may be amended by the Parties through an amendment pursuant to **Subsection 23.20**. Provided further, the City has no obligation and will not approve a Specific Plan that does not receive a modification and ASLD Successor shall not proceed with the proposed Specific Plan or redevelop the Property until such time as ASLD Successor complies with **Subsection 2.4** and all its subsections.

2.5 **ASLD Successors Subject to State Authorization and Approval.** The State may auction, sell or lease the Property, or a portion thereof, to another owner or owners or to a lessee or lessees (the “**ASLD Successor**” or “**ASLD Successors**”) and such ASLD Successor or ASLD Successors must comply with this Agreement. Additionally, as long as the State owns the Property, or any portion thereof, an ASLD Successor must obtain written authorization and approval from ASLD or an ASLD designee before submitting to the City: (i) a Specific Plan; (ii)

an amendment to an approved Specific Plan, the Master Reports, or this Agreement; or (iii) an application to rezone the Property, or any portion thereof.

2.6 Infrastructure for Each Specific Plan. Without limiting the foregoing, as a condition to the development of a Village or a portion thereof, and in order for a development with an approved Specific Plan to receive City services, the ASLD Successor shall design, finance, construct and install certain Infrastructure Improvements (i.e. water, wastewater, drainage, and roadway improvements) as determined by City that are identified in this Agreement and the Master Reports. In certain instances, the Infrastructure Improvements required in the Master Reports and in Subsections 10.1, 10.2, 10.2.1, and 10.2.1.1 of this Agreement are greater than City standards or requirements and Applicable Laws; in such event, the requirements in the Master Reports and this Agreement shall control.

2.7 Platting and Lot Splits. An ASLD Successor may submit a preliminary plat concurrently with a Specific Plan for its portion of the Property; but ASLD Successors understand and agree that a preliminary plat will not be approved until a Specific Plan for the property has been approved by the City (such approvals may occur at the same public meeting, if applicable). Further, ASLD Successor shall not apply for a lot split until a Specific Plan for the property has been approved by the City.

2.8 Vested Zoning. At all times that an ASLD Successor is not in Default of this Agreement, that ASLD Successor is permitted to develop its portion of the Property in accordance with this Agreement, the Hawes Crossing PAD, and any approved Specific Plan.

2.9 Protected Development Rights. If the Property, or any portion thereof, is sold for the first time from the State to a private owner or entity (the "First ASLD Successor") and within three years from the date of transfer of such property as duly recorded in the Maricopa County Recorder's Office, the First ASLD Successor prepares and submits a Final Plat and Specific Plan for the development of that portion of the property and the City approves the Final Plat (and records the Final Plat in the Maricopa County Recorder's Office, the "Recorded Plat") and Specific Plan, the First ASLD Successor shall have the right to undertake and complete the development in compliance with the Recorded Plat, Specific Plan (and any terms and conditions associated with the Final Plat, Recorded Plat and Specific Plan) and the Hawes Crossing PAD and in accordance with Applicable Laws including A.R.S. § 9-1201 *et seq.* The protected development right applies only to the specific components of the development identified on the Recorded Plat and Specific Plan and is valid for seven years from the date the Final Plat is duly recorded in the Maricopa County Recorder's Office. The First ASLD Successor of each portion of the Property may establish a protected development right if such owner complies with this Section. A protected development right does not extend the timeframe for utilization of City permits (e.g. building permits) or other City approval(s). If a City permit or approval expires, the First ASLD Successor will have to resubmit its application and such application will be reviewed by the City in accordance with the City's its regular and customary procedures.

2.10 Permit and Other Fees. ASLD Successors shall pay all applicable building permit, inspection, impact, development, and other similar fees (each, a “Fee”) associated with a development in accordance with Applicable Laws.

3. Design Guidelines. Commercial, office and other non-residential uses on the Property must comply with the design standards, architectural quality and other quality development standards in the non-residential design guidelines set forth in Exhibit F.

4. Development Restrictions in MX Zoning District. To ensure a mixture of multiple units with commercial and employment uses is developed within a Specific Plan for property zoned MX, an ASLD Successor who submits a Specific Plan that includes Property zoned MX shall include a minimum of 35% non-residential uses; and provided further, an ASLD Successor will only be allowed to develop half of the multiple residence units before being required to construct all of the commercial and employment uses (collectively the “Non-Residential Development”). The gross building square footage shall be used to calculate the percentage of Non-Residential Development for vertical mixed-use structures and per acre shall be used to calculate the percentage of Non-Residential Development for horizontal mixed-use structures. The Non-Residential Development percentage must be shown on each Specific Plan. Accordingly, at the time a Specific Plan is submitted to the City, it shall establish the maximum number of multiple residence units (the “MRUs”) for each Site-Specific Property (the “MRU CAP”) and identify the Non-Residential Development. An ASLD Successor may only construct half of the MRUs allowed in a Specific Plan, i.e., 50% of the MRU CAP (the “50% MRU CAP Limitation”), before an ASLD Successor shall construct all of the Non-Residential Development identified on the Specific Plan.

4.1 Minor Modification to 50% MRU CAP Limitation. If construction of a residential project would be precluded by the 50% MRU CAP Limitation and such project only slightly exceeds the 50% MRU CAP Limitation, an ASLD Successor may request a minor modification to construct beyond the 50% MRU CAP Limitation by up to 5% (thereby making this a 55% MRU CAP Limitation). The City, through its Planning Director, in the Planning Director’s reasonable discretion, will determine if a minor modification to the 50% MRU CAP Limitation is approved with an increase up to the maximum additional 5%.

4.2 No Residential on Elliot Road Corridor Exception for Mixed-Use Above Ground Floor. State and ASLD Successors understand and acknowledge that the City would not have approved the zoning on the Property or this Agreement without the State’s agreement to restrict residential uses and ASLD Successors being bound by such restrictions along what is commonly known as the tech corridor as provided in this Subsection 4.2. Accordingly, in addition to the requirements and restrictions in Section 4 and notwithstanding any other provision in this Agreement to the contrary, all residential uses whether attached or detached (e.g., RS-6, RS-9, RSL-2.5, RSL-4, RM, etc.) are prohibited within two hundred (200) feet of Elliot Road (as measured from the rights-of-way lines after the required dedication, north and south side) on all Property located along the Elliot Road Corridor as identified on Exhibit G. Provided further, for property that is zoned MX or commercial vertical mixed-use structures located within the 200

feet may have residential above the ground floor if the residential units are oriented toward Elliot Road, but cannot have residential on the ground floor within two hundred (200) feet of Elliot Road.

4.3 Village Compliance with Required Non-Residential in MX. Each Village that has property zoned MX is required to develop 35% of the total area zoned MX with Non-Residential Development (By way of example, if Village 1 has 100 acres zoned MX then 35 acres shall be developed with Non-Residential Development) and each Specific Plan has the same obligation to develop a minimum of 35% Non-Residential Development as described in Section 4. If an ASLD Successor can establish that the minimum 35% Non-Residential Development requirement for a Specific Plan has been fully satisfied for the Village that the Property is located in, then no separate or additional compliance is necessary for that Specific Plan or subsequent Specific Plans in that Village. More specifically, if an ASLD Successor (when submitting a Specific Plan for MX property) can establish to City (through approval of the Planning Director in his discretion) that the Village in which the Property is located has Completed Construction on not less than 35% Non-Residential Development for the Village, then the Non-Residential Development requirements of Section 4 have been satisfied for this Village and Section 4 and Subsection 4.1 will not apply to Specific Plans for that Village; however, the requirements of Subsection 4.2 shall remain and apply.

5. Formation of Community Association. Property within a Specific Plan that is developed as a residential subdivision shall identify in the Specific Plan whether the subdivision will have a homeowners association (the "HOA") or if there are one or more master associations for the Property (the "Master Association"), that includes the residential subdivision within the obligations of the Master Association. If an HOA or Master Association is identified in the Specific Plan, the HOA or Master Association shall be established prior to the recordation of the Final Plat.

6. Open Space, Parks and Trails.

6.1 Compliance with the Open Space and Trails Master Plans. Open space, parks (including neighborhood, community and pocket), urban plazas, and trails (collectively the "Open Space") for each Specific Plan shall comply with the Conceptual Village Plan, the approved Open Space Master Plan attached hereto as Exhibit H and the Trails Master Plan attached hereto as Exhibit I, as applicable (collectively referred to as "Open Space Plan"), and any amendments thereto. Further, the Open Space for each Specific Plan shall comply with the additional standards and requirements described in Exhibit J, the requirements in this Section, the Hawes Crossing PAD and all Applicable Laws. In certain circumstances the requirements in the Open Space Plan and this Agreement are greater than the requirements in the Applicable Laws; in such event, the requirements in the Open Space Plan and this Agreement shall control.

6.2 Location of Open Space. The Specific Plan for each development and its associated plat or easement, as applicable, shall identify the exact location, size, and configuration of the Open Space; and the Specific Plan shall be in compliance with the Open

Space Plan (compliance is determined by the Planning Director pursuant to the Hawes Crossing PAD).

6.3 Community Park. The Project shall contain a community park within Village 6 that is a minimum of 6.4 contiguous acres as identified on the Open Space Master Plan (the "Community Park"). In addition to the requirements in Subsection 6.1, the Community Park shall comply with the standards and requirements in this Subsection 6.3 and its subsections.

6.3.1 Specific Location of Community Park. The first Specific Plan for Village 6 shall identify the exact location of the Community Park and the area shall be labeled on the Specific Plan as Open Space for the Community Park. The Community Park must be located on property zoned RSL-2.5. Additionally, the Community Park shall be located on one or more collector streets. The Community Park shall not be located on an arterial street.

6.3.2 Construction and Maintenance of the Community Park. ASLD Successors at their sole cost and expense shall be responsible for the construction, maintenance, repair, and replacement of the Community Park. Upon or prior to the development of thirty percent (30%) of the real property in the Residential Zoning Districts for single-family residential use, in Village 6 (net of dedicated rights-of-way), ASLD Successors shall complete construction of the Community Park. Upon and after the development of thirty percent (30%) of the real property in the Residential Zoning District for single-family residential use in Village 6 (net of dedicated rights-of-way), the City will not issue any building permits for any new construction on undeveloped property until the required Community Park is constructed and approved by the City.

6.4 Prohibited Uses in Open Space. Areas identified as Open Space on a Specific Plan and associated plat or easement can only be used for open space, trails, or parks, which may also function as drainage and retention areas, and ancillary uses such as urban plazas, play equipment, and other park improvements (which includes ancillary parking for the users of the park or Open Space but does not include parking for any commercial purposes). All other uses are prohibited on the portion of the property identified as Open Space regardless of the underlying zoning.

6.4.1 Additionally, following the approval of a Specific Plan and prior to the Final Plat being recorded, for open space that is five contiguous acres or greater, ASLD Successor shall record with Maricopa County a restrictive covenant (or similar document), which is agreed to by ASLD Successor and City, each in their reasonable discretion, prohibiting these Open Space areas from being used for any other purposes. The restrictive covenant (or other similar document) must be recorded prior to recordation of the Final Plat.

6.5 Relocation of Open Space after Approval of Specific Plan. After a Specific Plan for a development is approved, the Open Space can only be relocated if the ASLD Successor amends the Specific Plan (including the site plan submitted with the Site Plan) subject to authorization and approval by State in accordance with Subsection 2.5 and review and approval by City in accordance with its regular and customary procedures and provided further, if the

Planning Director determines, in his or her sole discretion, the change is a major amendment (as that term is used in the Zoning Ordinance) to the Specific Plan or the site plan, the change must be approved by the City Council.

6.6 Construction and Maintenance of Common Areas, Open Space and Other Improvements. The ASLD Successor of the Site-Specific Property, at its sole cost and expense, shall design, construct, install and maintain the Open Space amenities, landscape tracts, private infrastructure and private drives identified in the Specific Plan and as required by Applicable Laws.

6.7 Required Open Space in Single Residential Development. Each Specific Plan will identify the maximum number of residential dwelling units for the residential subdivision (the "Required Residential"). Each Specific Plan for a single residential subdivision (e.g., RSL-4, and RSL-2.5) must provide a minimum of fifteen percent (15 %) of Open Space within the boundaries of the Site-Specific Property; and a minimum of three percent (3%) of that Open Space shall be dedicated to parks. Further, the ASLD Successor of the Site-Specific Property must construct the Open Space with the construction of, or prior to completion of, thirty percent (30%) of the Required Residential identified on the Specific Plan for the Site-Specific Property. The City will not issue any additional building permits for any single residence dwelling unit above the 30% until the required Open Space for the particular Specific Plan is constructed and approved by the City.

6.8 Required Open Space in Non-Residential and Multiple Residential Developments. Each Specific Plan with multiple residential development (e.g. RM-5) and non-residential development must provide, at a minimum, the Open Space as required in the Zoning Ordinance, within the boundaries of each Site-Specific Property.

6.9 Submittal of a New Open Space Master Plan for a Specific Development. A development with 160 or more contiguous acres may, concurrently with the submission of a Specific Plan, submit a new open space master plan for the development, for review and approval by the Planning Director. If the new open space master plan meets or exceeds the approved Open Space Plan and otherwise complies with the Hawes Crossing PAD, the Specific Plan for the development, Applicable Laws and this Agreement, the Planning Director may, in his or her sole and absolute discretion, administratively approve the new open space master plan for that development. If a new open space master plan does not meet or exceed the approved Open Space Plan or does not comply with the Hawes Crossing PAD, the Specific Plan for the development, Applicable Laws and this Agreement, the new open space master plan must be approved by the City Council.

7. Airport Wayfinding Signs. In order to inform the public of the proximity of the Project to the Phoenix Mesa Gateway Airport, ASLD Successors shall be responsible for installing and maintaining wayfinding signs. The location of the signs will be determining by City, in its reasonable discretion, during review and approval of each Specific Plan. The ASLD Successor immediately adjacent to the right-of-way where the wayfinding sign is located is responsible, at its sole cost and expense, for the installation, construction maintenance, repair and replacement

of the wayfinding sign or signs. City or Phoenix Mesa Gateway Airport will design the signs and such signs may include an image of an aircraft. If an ASLD Successor fails to install or maintain such sign or signs, City or Phoenix Mesa Gateway Airport may install or maintain the sign or signs and the ASLD Successor shall reimburse City or Phoenix Mesa Gateway Airport, as applicable, for such costs within thirty (30) days of invoice to ASLD Successor.

8. Prohibited Uses. State acknowledges that certain uses on the Property are not compatible with the surrounding area and should be, and will be, prohibited on the Property. Notwithstanding anything in Applicable Laws (including but not limited to the Zoning), the uses described in Exhibit K will at all times be prohibited on the Property within the Project that is zoned Light Industrial (“LI”), the uses described in Exhibit L will at all times be prohibited on the Property within the Project that is zoned General Commercial (“GC”) and the uses described in Exhibit M will at all times be prohibited on Property within the Project that is zoned with a Residential Zoning District. The land use restrictions in this Section 8 may be amended in accordance with Subsection 23.20 of this Agreement.

9. Legal Nonconforming Uses. The City acknowledges and agrees as of the effective date of the Hawes Crossing PAD zoning ordinance for the Property (Case No. ZON17-00607), any legal nonconforming structures, buildings, lots or uses on the Property may continue on the Property subject to compliance with Applicable Laws including the Zoning Ordinance—without limiting the foregoing, the State represents and the City acknowledges that ASLD currently grants use of the Property by Special Land Use Permit for storage and signage purposes and that such uses may continue as legal nonconforming uses on the Property subject to compliance with Applicable Laws including the Zoning Ordinance.

10. Infrastructure Improvements.

10.1 Compliance with Master Reports. The City has reviewed and approved the Master Reports for the Project which includes: Master Water Report, Master Wastewater Report, and Master Drainage Report prepared by Hilgartwilson, LLC, and the Master Traffic Impact Analysis prepared by CivTech. The Master Reports identify the water, wastewater, drainage, roadway and transportation infrastructure improvements necessary to develop the Project and each Village. Additionally, the Site-Specific Infrastructure Plan submitted with each Specific Plan will identify the infrastructure improvements relevant to the Site-Specific Property and may demonstrate the need for additional infrastructure beyond those described in the Master Reports.

10.2 Infrastructure Improvements. ASLD Successor, at its sole cost and expense, shall design, construct, install, and extend the Infrastructure Improvements related to the portion of the Property being developed, as those infrastructure improvements are identified in the Master Reports, the Site-Specific Infrastructure Plan, this Agreement, and as required by Applicable Laws. The Infrastructure Improvements may be installed in phases as needed to serve the portion of the Property being developed, subject to the City’s review and approval. In certain circumstances the requirements in the Master Reports, Site-Specific Infrastructure Plan, and/or this Agreement are greater than the requirements in the Applicable Laws; in such event, the

requirements in the Master Reports, Site-Specific Infrastructure Plan, and/or this Agreement shall control.

10.2.1 Required Project Improvements. The State acknowledges and agrees that as a condition to the development of Site-Specific Property, the City in its reasonable discretion will determine which of the required regional water, wastewater, stormwater, drainage, roadway, and other infrastructure improvements, described and depicted in the Master Reports (collectively, “**Public Improvements**”), must be extended beyond the boundaries of the Site-Specific Property and the ASLD Successor of the Site-Specific Property must, at its sole cost and expense, design, construct, install, and extend all the required Public Improvements. City may require as Public Improvements all of the following types of improvements: (i) oversizing the Infrastructure Improvements shown on the Master Reports or Site-Specific Infrastructure Plan; (ii) extending water lines shown on the Master Reports or Site-Specific Infrastructure Plan and as required by the City that may include extensions to provide adequate pressure, looping, fire flows, and redundancies; (iii) extending wastewater improvements shown on the Master Reports or Site-Specific Infrastructure Plan as necessary to connect to the receiving wastewater outfall; (iv) extending roadway improvements (e.g., streets, sidewalks, lighting, signals) shown on the Master Reports or Site-Specific Infrastructure Plan as required by the City that may include extensions to provide sufficient and multiple accesses; (v) extending stormwater improvements shown on the Master Reports or Site-Specific Infrastructure Plan to mitigate the stormwater discharge in a manner that prevents any increased or new adverse effects such discharge may have on other properties; and (vi) extending regional improvements shown on the Master Reports or Site-Specific Infrastructure Plan across the frontage of, or within, the Site-Specific Property and to and across any adjacent roadway. By way of example, and without limiting the foregoing, the Public Improvements City may require as part of the development of certain Site-Specific Properties are further described and shown in the attached Exhibit N; this exhibit is intended for illustrative purposes only and in no way limits the Public Improvements City may require under this Subsection. Additionally, and separately from the requirements above, the Parties agree that City may require oversizing of the Public Improvements beyond what is shown in the Master Reports and in conjunction with participation in City’s City Share program.

10.2.1.1 Notice to First Development in Each Village. State acknowledges and understands that the first development within each Village will inherently have more Public Improvements to design, construct, install, and connect in order to extend public infrastructure to the Village. The property owner that submits the first Specific Plan within a Village shall (at its sole cost and expense) design, construct, install, and connect all Infrastructure Improvements, including the Public Improvements required by City under Subsection 10.2.1 above, which includes extending the Infrastructure Improvements beyond the boundaries of the Site-Specific Property. By way of example, and without limiting the foregoing, see Exhibit N.

11. Amendments to Master Reports.

11.1 Amendments Determined Necessary by City. With the submission of each Specific Plan or submission of improvements plans for the development of a Site-

Specific Property, City may require an ASLD Successor to amend the Master Reports if City, through its City Manager or the City Manager's designee, determines: (i) the current intensity of the land uses is greater than originally proposed or the intensity of the actual use warrants an amendment, (ii) a proposed development would change the intensity of land uses and such change warrants an amendment, (iii) an error or omission in the Master Reports warrants an amendment, or (iv) any approved change to the Hawes Crossing PAD or this Agreement that effects the Master Reports or the necessary Infrastructure Improvements for the Project that warrants an amendment. The City may also amend the Master Reports if the City determines any of (i) through (iv) above exists. Specific Plans will not be approved by the City until such required amendments to the Master Reports are made. Amendments to the Master Reports that are required by City under this Section do not require approval of the State, ASLD Successor or the ASLD Successors.

11.2 Amendments Requiring Consent of an ASLD Successor, Private Owners, and City. If an ASLD Successor or Private Owner submits a Specific Plan that does not comply with the Master Reports which requires the Master Reports be amended or if the State, an ASLD Successor, or a Private Owner wants to reduce a requirement in the Master Reports, the State, the ASLD Successor, or the Private Owner, as applicable, must submit revised Master Reports, for review and approval by the City; provided however, that such revised Master Reports shall be accompanied by written consent of the State, ASLD Successors, and Private Owners affected by the amendments to the Master Reports (City will determine if State is affected by the amendments and if any ASLD Successors and/or Private Owners are affected by the amendments). Without limiting the foregoing, if the State, an ASLD Successor, or a Private Owner requests an amendment to the Master Reports in order to reduce a requirement, the State, the ASLD Successor, or the Private Owner, as applicable, must show that the reduction requested is due to a change in the intensity of the land uses or an error or omission in the Master Reports, and provide evidence to demonstrate that the reduction will not impact previous or future development within the Project.

11.3 Additional Infrastructure Created by Amendments to Master Reports. If an ASLD Successor submits a Specific Plan that does not comply with the Master Reports which demonstrates the need for additional Infrastructure Improvements beyond those described in the Master Reports or this Agreement, the ASLD Successor of the Property that requires such additional Infrastructure Improvements for the development of its portion of the Property, at its sole cost and expense, shall design, construct, install and connect such additional Infrastructure Improvements as a condition of the development of the Site-Specific Property that requires such additional Infrastructure Improvements.

11.4 Existing Developments not Affected by Amendments to Master Reports. Amendments to the Master Reports are not intended to, and do not, apply to previously completed developments or developments that have commenced construction (as to that portion or phase that has commenced construction) so long as the ASLD Successor diligently pursues completion of such construction.

12. Right-of-Way and Easements.

12.1 Prior to Development, Acquire Rights-of-Way and Easements Within and Outside the Project. The State acknowledges that the Hawes Crossing PAD and the development of the Project on the Property will have significant benefits for the Property and for the State and the ASLD Successors. Additionally, the Project consists of property owned by multiple property owners and in order to develop a cohesive Project it requires easements and rights-of-way that are within and outside the boundaries of the Project, from other owner(s) within the Project or other property owners not associated with the Project. For the benefit of the Project, the State agrees to process according to the requirements of state law applications for rights-of-way across land owned by the State. The State further acknowledges that each ASLD Successor who has obtained a patent over a parcel of the Property will be required to dedicate to the City, at no cost to the City, the easements or rights-of-way required for the Project as set forth in this Section 12 and its subsections. Additionally, the State acknowledges that an ASLD Successor may be required to obtain the rights-of-way and easements required for the Infrastructure Improvements located outside the boundaries of the ASLD Successor's Property as set forth in this Section 12, and its subsections, prior to the issuance of the first permit for any construction on the Site-Specific Property. The ASLD Successors obligations as set forth in this Section 12, and its subsections, shall survive the termination, cancellation, or expiration of this Agreement and are enforceable by specific performance, or any means permitted in law or equity.

12.2 Rights-of-Way and Easements Located Within the Project. ASLD Successors, at their sole cost and expense, shall obtain from the State, other ASLD Successors, or Private Owners, as applicable, all rights-of-way, rights of entry, easements and/or other use rights and shall dedicate to the City all the rights-of-way and easements on or within the Project, for the construction, installation, maintenance, or operation of the Infrastructure Improvements for the development of the ASLD Successor's property, as required by the City.

12.2.1 ASLD Successors and Private Owners Obligations to Dedicate Rights-of-Ways and Easements. Upon the written request by State or ASLD Successor, or if required by City, (the "Requesting Entity"), the Private Owners or another ASLD Successor in the Project, without receiving compensation, shall dedicate to City the rights-of-way and/or easements for the Infrastructure Improvements necessary for the Requesting Entity to develop any Site-Specific Property (or to develop the rights-of way as to City) or any portion thereof whether such rights-of-way or easements are within the requesting ASLD Successor's property or any other ASLD Successor's or Private Owner's property within the Project. The dedication shall be in the standard form required by the City and shall be fully executed within 30 calendar days of written request of Requesting Entity. Without limiting remedies under this Agreement, the Requesting Entity (after expiration of the 30 calendar day request) can bring an action seeking injunction, specific performance, declaratory action, special action, or other similar relief (whether characterized as mandamus, injunctive relief, specific performance or otherwise) requiring another ASLD Successor or Private Owners to comply with the requirements of this Subsection; City will require the requesting ASLD Successor to bring

such an action to obtain the necessary rights-of-way and/or easements. Without limiting the foregoing and by way of example, if in order for ASLD Successor 1 to develop its property it needs to extend the Infrastructure Improvements across property owned by ASLD Successor 2, then ASLD Successor 2, without compensation, and within 30 calendar days of written request of ASLD Successor 1, shall dedicate the rights-of-way and/or easements required by City in order for ASLD Successor 1 to develop its property; and if ASLD Successor 2 does not grant or dedicate such rights, ASLD Successor 1 can bring an action for relief requiring ASLD Successor 2 to comply with the requirements in this Subsection.

12.3 Rights-of-Way and Easements Located Outside the Boundaries of the Project. Each ASLD Successor, at its sole cost and expense, is responsible for obtaining and dedicating to the City all necessary rights-of-way and easements located outside the boundaries of the Project which are required by the City for the construction, maintenance, or operation of the Infrastructure Improvements associated with the development of any Village or Site-Specific Property. All rights-of-way and easements shall be dedicated to City prior to the issuance of the first permit for any construction on the Site-Specific Property.

12.4 Failure to Obtain Rights-of-Way and Easements. If an ASLD Successor cannot obtain the rights-of-way and easements required for the development of its portion of the Property (regardless as to whether such property is located within or outside the boundaries of the Project), then such ASLD Successor will have no rights to develop its portion of the Property, and such ASLD Successor may not develop its portion of the Property until the ASLD Successor obtains all the rights-of-way and easements required under this Agreement and Applicable Laws.

12.5 Request for Condemnation. If after expending best efforts for a commercially reasonable amount of time (which shall be no less than one year from the date an ASLD Successor receives the first written appraisal) an ASLD Successor is unable to secure required rights-of-way or easements from a property owner that is not an ASLD Successor or Private Owner under this Agreement (i.e., the rights-of-way and easements are outside the Project), the ASLD Successor may submit in writing to City a request that the City consider condemnation action to obtain the required rights-of-way and easements that the ASLD Successor is unable to secure and that are necessary for the development of the ASLD Successor's Property or any portion thereof. As part of such request, an ASLD Successor shall provide detailed information regarding the ASLD Successor's efforts to obtain such rights including but not limited to appraisals of the property and the offers and counteroffers made to acquire such rights and other alignment alternatives considered and an explanation why those alternatives are not feasible. The City will consider the request and the City, in its sole and absolute discretion, will decide if it will pursue the requested condemnation. The City has no obligation to pursue any condemnation action. If the City decides not to proceed with the requested condemnation, the City's decision does not shift, modify, or otherwise alter an ASLD Successor or ASLD Successors' obligations under Section 12 and all its subsections.

13. Dedication and Acceptance of Infrastructure Improvements. Upon completion by an ASLD Successor of any Infrastructure Improvements, the ASLD Successor shall comply

with all Applicable Laws and City processes, and dedicate to the City, at no cost to the City, such Infrastructure Improvements free and clear of all liens and encumbrances and in accordance with City standards applicable to such dedication and acceptance.

14. Dedication of 30 Foot Open Space Buffer. State understands and acknowledges that the City would not have rezoned certain Property on the western border of the Project to residential zoning district but for State's agreement herein to provide a 30-foot open space buffer to minimize any adverse impacts from, and ensure compatibility with, the residential uses being located adjacent to industrial uses; and the ASLD Successors that are required to provide this buffer shall not be entitled to develop its property unless such ASLD Successor provides the 30-foot buffer along the western portion of its property as described below:

(a) Each ASLD Successor that owns property along the western boundary of the Project shall provide a thirty (30) foot wide landscape buffer along the western portion of its property as depicted on Exhibit O (the "Open Space Buffer") to create a buffer between the existing industrial developments and the proposed residential uses. The thirty (30) foot wide buffer shall be measured from the property line after all required rights-of-way are dedicated. Provided further, the Planning Director may, in his or her absolute discretion, administratively approve a reduction to the thirty (30) foot wide buffer if the Planning Director determines the reduced buffer would adequately mitigate any adverse impacts of the proposed residential uses adjacent to the industrial uses, subject to the following limitations to the reduction:

(i) Arterial Street. If the proposed residential use is adjacent to an arterial street the Planning Director may reduce the Open Space Buffer requirement to not less than twenty (20) feet wide, measured from the property line after all required rights-of-way are dedicated.

(ii) Collector Street. If the proposed residential use is adjacent to a collector street the Planning Director may reduce the Open Space Buffer requirement to not less than twenty (25) feet wide measured from the property line after all required rights-of-way are dedicated.

(iii) Industrial Development, Private Street, or Local Street. If the proposed residential use is adjacent to an industrial development (i.e. residential is directly adjacent to the industrial development and there is no intervening street), a private street that is the width of a local or residential street, or a local street, the Planning Director may not reduce the Open Space Buffer requirement in this Section and the thirty (30) foot wide buffer shall apply.

(b) Each ASLD Successor that is required to provide the Open Space Buffer shall identify the Open Space Buffer on a Specific Plan and associated plat that the ASLD Successor submits to City for approval. Areas identified as Open Space Buffer on a Specific Plan and associated plat or easement are subject to the same Open Space land use restrictions in Subsection 6.4. All other uses are prohibited on the portion of the property identified as Open Space Buffer regardless of the underlying zoning.

15. **Warranty.** Each ASLD Successor or its assignee shall give to the City a two-year warranty for all pavement improvements and a three-year warranty for all other Infrastructure Improvements, which warranty shall begin on the date that the City accepts the pavement improvements or Infrastructure Improvements, as applicable. Any material deficiencies in material or workmanship identified by City staff during the applicable warranty period shall be brought to the attention of the ASLD Successor who provided the warranty, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City. Continuing material deficiencies in a particular portion of the pavement improvements or Infrastructure Improvements shall be sufficient grounds for the City to require: (a) an extension of the warranty for an additional one-year period, and (b) the proper repair of or the removal and reinstallation of, that portion of the pavement improvements or Infrastructure Improvements that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, each ASLD Successor will agree to repair any damage to the pavement improvements or Infrastructure Improvements caused by the ASLD Successor's or its agents' construction activities on the Property. Nothing contained herein shall prevent the City or the ASLD Successor from seeking recourse against any other third party for damage to the pavement improvements or Infrastructure Improvements caused by such third party.

16. **Payment and Performance Bonds.** To ensure full and timely completion of the Project, in connection with its construction of the Infrastructure Improvements the ASLD Successor who is responsible for such Infrastructure Improvements will provide City, in the City's standard forms or forms acceptable to City in the amount of 100% of the cost of design and construction of such Infrastructure Improvements, one of the following: (i) payment and performance bonds (that names the City as an additional obligee, that is provided by a company with AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company, and which may be dual-obligee bonds with ASLD Successor's lender or lenders), (ii) an irrevocable letter of credit, from an Arizona financial institution, acceptable to the City, or (iii) escrowed funds in an amount and under an escrow account and agreement acceptable to the City.

16.1 **Additional Infrastructure Assurance Requirements.** In addition to the requirements of Applicable Laws, State and ASLD Successors agrees and understands City will withhold the issuance of certain approvals to ASLD Successors until the completion of the Infrastructure Improvements as follows:

(a) **Commercial/Industrial Developments.** For any commercial or industrial developments (including office, industrial, and mixed-use development [that portion of the mixed used that is commercial in nature and not residential]) the City will hold the issuance of the Certificate of Occupancy (or similar final approval) for any construction required for the Site-Specific Property until the applicable required Infrastructure Improvements are completed and accepted by the City by letter of acceptance (or similar final approval).

(b) **Residential Developments.** For any residential development (including residential that is part of a mixed-use development), an ASLD Successor will not request and City will not perform Frame Inspections (as defined in the International Residential Code), City

will not issue Frame Inspection approvals, and City may place holds on permits to prevent work moving at or beyond the Frame Inspection stage (the "Frame Inspection Hold") until the applicable required Infrastructure Improvements are completed by the ASLD Successor and accepted by City by letter of acceptance (or similar final approval). The Frame Inspection Hold shall not apply to any Model Home in the residential development.

17. Utility Service.

17.1 Municipal Utility Services Generally. City utility services will be provided in the manner provided to other similarly situated customers of the City subject to the terms and limitations of, and compliance with, the Applicable Laws (including, but not limited to, Mesa City Code Title 8, Chapter 10), the Terms and Conditions for the Sale of Utilities, as well as the payment of applicable utility rates, fees and charges as adopted and in effect.

17.2 Oversized Required Infrastructure Improvements. As permitted and in conformance with the Applicable Laws, City may participate in the increased cost to the ASLD Successor of water and wastewater improvements oversized at the City's request. The City's commitment to participate in such increased costs may be formalized in a separate City standard agreement adopted by the City Council.

17.3 Private Line Agreement. As permitted and in conformance with the Applicable Laws, City and an ASLD Successor may in the future enter into the City's standard private line agreement whereby, if applicable, property owner other than the ASLD Successor of the Property will pay a share of the costs of water and sewer line extensions under the terms and limitations of the private line agreement and the Applicable Laws.

18. Term. This Agreement shall become effective on the date on which all the following events have occurred: this Agreement has been adopted and approved by the City Council, executed by duly authorized representatives of City and the State, and recorded in the office of the Recorder of the County (the "Effective Date"). Notwithstanding anything in this Agreement to the contrary, the term of this Agreement ("Term") will begin on the Effective Date and shall automatically terminate on the earlier of: (a) completion of all performance obligations under this Agreement and the completion of construction of all phases of the Project on the Property, or (b) fifty (50) years from the Effective Date of this Agreement; unless this Agreement is terminated sooner pursuant to any earlier termination provision of this Agreement. Provided further, if the Annexation, the Hawes Crossing PAD, and this Agreement are not approved on the same Council agenda or if the Annexation and Hawes Crossing PAD were not approved on a prior Council agenda, this Agreement will not be recorded and shall automatically terminate.

19. City Representations. City represents and warrants to the State that:

19.1 Subject to the terms and provisions of this Agreement, City has the full right, power and authority to enter into this Agreement and perform this Agreement and each of the obligations and undertakings of City under this Agreement, and City's execution, delivery and

performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the City Code.

19.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement by City have been obtained, and no further action needs to be taken in connection with City's execution, delivery and performance of this Agreement.

19.3 City will execute and acknowledge, when appropriate, all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

19.4 As of the date of this Agreement, City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to State.

19.5 City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

20. State Representations. The State represents and warrants to the City that:

20.1 The State has the full right, power and authorization to enter into and perform this Agreement and each of the State's obligations and undertakings under this Agreement, and the State's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with Applicable Laws.

20.2 All consents and approvals necessary for the State's execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with the State's execution, delivery and performance of this Agreement.

20.3 The State will execute and acknowledge, when appropriate, all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

20.4 As of the date of this Agreement, the State knows of no litigation, proceeding or investigation pending or threatened against or affecting the State contesting the validity or enforceability of this Agreement or the State's performance under this Agreement, which has not been disclosed in writing to City.

20.5 The execution, delivery and performance of this Agreement by the State is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the State is a party or to which the State is otherwise subject.

20.6 The State has not paid or given, and will not pay or give, any Third Party any money or other consideration for obtaining this Agreement.

20.7 The State has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

21. **Dispute Resolution.** The Parties agree if a dispute arises with respect to this Agreement, the Parties shall cooperate, diligently and in good faith to resolve all matters under this Agreement in accordance with this Section. The Parties shall use all reasonable efforts to resolve any dispute, controversy or claim (the "Dispute") through good faith negotiations. If the State has a Dispute, State and City staff shall work in good faith to resolve the Dispute. If after good faith negotiations aimed at reaching an amicable solution the Dispute cannot be resolved, the Dispute shall be escalated to the Assistant City Manager or Deputy City Manager and the Commissioner to attempt to resolve the Dispute. If the Dispute is not resolved by the Commissioner and the Assistant City Manager or Deputy City Manager, the Dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

22. **Default.**

22.1 **Events of Default.** Any Party shall be deemed to be in default under this Agreement if the Party breaches any obligations required to be performed by it hereunder, subject to the provisions of Subsection 22.3.

22.2 **Remedies.** Whenever a default occurs and is not cured (or, if appropriate, cure undertaken) by the defaulting Party in accordance with Subsection 22.3 of this Agreement, the non-defaulting Party's sole and exclusive remedies shall consist of and be limited to seeking injunction, specific performance, declaratory action, special action, or other similar relief (whether characterized as mandamus, injunctive relief, specific performance or otherwise). Notwithstanding anything herein to the contrary, each Party expressly waives any and all right to terminate this Agreement, and/or seek damages as a remedy with respect to a default. Additionally, the City may revoke any City approval, permit, or certificate of occupancy for the Project or on any portion thereof of, or for any structure on the Property that does not comply with the requirements in this Agreement. The specific performance remedy provided in this Section shall be cumulative relief and shall not be a limitation on the City's or the State's other remedies.

22.3 **Grace Periods; Notice and Cure.** Upon the occurrence of an event of default by any Party, such Party shall, upon receipt of written notice from the non-defaulting Party, proceed promptly to cure or remedy such default and, in any event, such default shall be cured within thirty (30) days after receipt of such notice, or, if such default is of a nature that is not capable of being cured within thirty (30) days, the cure shall be commenced within such period and diligently pursued to completion. The non-defaulting Party shall not exercise any remedies pursuant to Subsection 22.2 until and unless the applicable cure period described in this Subsection 22.3 has expired and the default remains uncured at such time.

22.4 **Delays; Waivers.** Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the non-defaulting Party or with

respect to the particular default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the default involved.

22.5 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other default by the other Party.

23. General Provisions.

23.1 Assignments to Community Association. Except where specifically set forth to the contrary in this Agreement, but in no event prior to ASLD Successor's completion of, and City acceptance of, the Infrastructure Improvements required by City under this Agreement, any of an ASLD Successor's obligations herein may be assigned to the Master Association, upon the Master Association's written acceptance and assumption of the responsibilities assigned, without prior written consent of the City; provided, however, that the ASLD Successor shall deliver a copy of such written acceptance and assumption of the assignment to the City not later than ten days following execution of same by the Master Association. Further (subject to ASLD Successor's completion of the Infrastructure Improvements required by City under this Agreement), if there is no Master Association, an ASLD Successor's obligations herein may be assigned to the HOA established for the development, upon the HOA's written acceptance and assumption of the responsibilities assigned, without prior written consent of the City; provided, however, that the ASLD Successor of the Property shall deliver a copy of such written acceptance and assumption of the assignment to the City not later than ten days following execution of same by the HOA.

23.2 Recordation. This Agreement shall be recorded in its entirety in the Maricopa County Recorder's Office not later than ten days after its full execution by the Parties.

23.3 Governing Law; Choice of Forum. This Agreement will be deemed to be made under, will be construed in accordance with, and will be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement will be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Subsection 23.3.

23.4 Attorneys' Fees. No 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. Each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

23.5 Successors and Assigns. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns; provided, however, that the State's rights and obligations hereunder may be assigned, in whole or in part, only to an ASLD Successor and only by a written instrument recorded in the Official Records of Maricopa County, Arizona, expressly assigning such rights and obligations. In the event of a complete or partial assignment by the State, all or a portion of the State's rights and obligations hereunder shall terminate effective upon the assumption by the ASLD Successor of such rights and obligations and the delivery of that executed assignment agreement to the City Manager.

23.6 Termination Upon Sale of Residential Lots. Except as otherwise provided herein, the Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the individual residential lots within the Property and any tracts or land intended to be dedicated or conveyed to the City, any other public or quasi-public entity, any utility provider, any homeowner association (i.e. A.R.S. § 33-1802(1)) or any school district. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement shall terminate without the execution or recordation of any further document or installment as to any individual residential lot and any tracts or land dedicated or conveyed to the City, any utility provider, any homeowner association or any school district, and thereupon such individual residential lot and any tracts or land dedicated or conveyed to City, any utility provider, any homeowner association or any school district shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

23.7 Limited Severability. City and the State each believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, City code or City charter), such provision will be deemed severed from this Agreement and this Agreement will otherwise remain in full force and effect; provided that this Agreement will retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

23.8 Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement will be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement will be interpreted

or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

23.9 Notices.

(a) **Addresses.** Except as otherwise required by law, any notice required or permitted under this Agreement (each, a "Notice") will be in writing and will be given by (i) personal delivery, (ii) deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section, or (iii) any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), delivery charges prepaid:

If to City: City of Mesa
Attn: City Manager
20 East Main Street
Mesa, Arizona 85211

If by United States Postal Service:
Post Office Box 1466
Mesa, Arizona 85211-1466

With a required copy to: City of Mesa
Attn: City Attorney
20 East Main Street, Suite 850
Mesa, Arizona 85201

If by United States Postal Service:
Post Office Box 1466
Mesa, Arizona 85211-1466

If to the State: Arizona State Land Department
1616 West Adams
Phoenix, Arizona 85007
Attn: Arizona State Land Commissioner

With a copy to: Arizona Attorney General's Office
Section Chief, Natural Resources Section
2005 North Central Avenue
Phoenix, Arizona 85004

(b) Effective Date of Notices. Any Notice sent by United States Postal Service certified or registered mail will be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any Notice sent by a recognized national overnight delivery service will be deemed effective one (1) business day after deposit with such service. Any Notice personally delivered or delivered through a same-day delivery/courier service will be deemed effective upon its receipt (or refusal to accept receipt) by the addressee. Any Party may designate a different person or entity or change the place to which any Notice will be given as provided.

23.10 Section Headings and References. 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. Any references in this Agreement to a "section" or a "subsection" shall include all subsections and paragraphs thereof.

23.11 Third Party Beneficiaries. No person or entity will be a third-party beneficiary to this Agreement, except for: (i) permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of State under this Agreement and (ii) Private Owners, who are intended third-party beneficiaries and may enforce as to Sections 10, 11 and 12 of this Agreement. For purposes of clarity, the State and ASLD Successors are intended third-party beneficiaries to Sections 10, 11 and 12 to the Development Agreement between the City and the Private Owners, approved by the Mesa City Council on February 24, 2020; and the Private Owners are intended third-party beneficiaries to Sections 10, 11 and 12 of this Agreement also approved by the Mesa City Council on February 24, 2020.

23.12 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.

23.13 Integration. Except as expressly provided in this Agreement, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

23.14 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (a) this Agreement as in full force and effect and (b) the performance of the obligations hereunder at any time during its Term.

23.15 Exhibits. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

23.16 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 day 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. (Arizona time) on the last day of the applicable time period provided herein.

23.17 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 may be provided by the City Manager (or designee) unless otherwise specified or required by Applicable Laws.

23.18 Conflict of Interest. This Agreement is subject to cancellation by the State or the City under A.R.S. § 38-511.

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

23.20 Amendments to this Agreement. All amendments to this Agreement must be signed by City and State and/or ASLD Successor or ASLD Successors as provided in Subsection 23.20(b) below (subject to State approval as provided in Subsection 2.5 above) and shall be recorded in the Official Records of Maricopa County, Arizona within ten (10) days after execution. Upon amendment of this Agreement, 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. For purposes of clarity as to who has must sign an amendment to this Agreement, the following shall apply:

(a) City Manager or City Council Approval for an Amendment. As provided in the resolution approving this Agreement certain amendments may be reviewed and approved by the City Manager, in the City Manager's sole discretion. The City through its City Attorney shall determine whether an amendment may be approved by the City Manager pursuant to the resolution approving this Agreement and such determination shall be final. All other amendments are subject to approval by the City Council. Additionally, if an amendment requires a modification to a condition of approval of the Hawes Crossing PAD zoning ordinance, in

addition to modifying this Agreement, ASLD Successor will be required to seek a rezoning to modify the condition of approval in accordance with the City's regular and customary procedures pursuant to the Applicable Laws.

(b) ASLD Successor or ASLD Successors Necessary for Amendment. The Parties also understand that the Property is currently owned by the State, however, the State may, in the future, subdivide and sell the Property or portions thereof to an ASLD Successor or ASLD Successors and obtaining the consent or approval of all the ASLD Successors would be impractical. Therefore, for purposes of amending this Agreement, only the ASLD Successor or ASLD Successors seeking an amendment of this Agreement shall be required to sign such amendment and no other consents or approvals are required except as provided in Subsection 2.5. Provided further, if City (through its City Manager, or his designee, in his sole and absolute discretion, which shall be final) determines that an amendment materially affects another ASLD Successor (other than the ASLD Successor or ASLD Successors that seek the amendment) or materially increases the obligations of another ASLD Successor, each such ASLD Successor will also be required to sign the amendment and if such signatures are not obtained, the ASLD Successor or ASLD Successors requesting the amendment shall modify its request as to not materially affect any Property (or portion thereof) or not to materially increase the obligations of another ASLD Successor, for which consent or approval is not obtained. Prior to disposition of the Property (i.e. if there are no ASLD Successors), an amendment will only require the signature of City and State.

23.21 Covenants Running With Land; Inurement. The covenants, conditions, terms and provisions of this Agreement shall, except as set forth in Subsection 23.6 above, run with each portion of the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Property. Wherever the term "Party" or the name of any particular Party is used in this Agreement, such term shall include any such Party's permitted successors and assigns.

23.22 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

23.23 Nonliability of State and City Officials, Etc., and of Employees, Members and Partners, Etc. of an Owner. No State of Arizona or City of Mesa official (including but not limited to City Council member, official, representative, agent, attorney) or employee of State or Arizona or City of Mesa will be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any Default or breach by City of Mesa or State of Arizona or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of City of Mesa or State of Arizona under the terms of this Agreement.

23.24 Proposition 207 Waiver. The State hereby waives and release City ("Waiver") 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 all or any part of the Property, as a result of City's approval of this Agreement, any and all restrictions and requirements imposed on the State, the Project and the Property by this Agreement, the General Plan Amendment, the Zoning, the Hawes Crossing PAD, City's approval of plans and specifications for the Project, the issuance of any permits, and all related zoning, land use, building and development matters arising from, relating to, or reasonably inferable from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections). The terms of this Waiver shall run with all land that is the subject of this Agreement and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

23.25 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 and City and Company are not able (after good faith attempts) to modify the Agreement so as to resolve the violation with the Attorney General within thirty (30) days of notice from the Attorney General pursuant to and under the provisions of A.R.S. § 41-194.01(B)(1), this Agreement shall automatically terminate at midnight on the thirtieth day after receiving such notice from the Attorney General, and upon such termination the Parties shall have no further obligations under this Agreement. Additionally, if the Attorney General determines that this Agreement may violate a provision of state law or the Constitution of Arizona under A.R.S. § 41-194.01(B)(2), and the Arizona Supreme Court requires the posting of a bond under A.R.S. § 41-194.01(B)(2), City shall be entitled to terminate this Agreement, except if ASLD Successors post such bond; and provided further, that if the Arizona Supreme Court determines that this Agreement violates any provision of state law or the Constitution of Arizona, City may terminate this Agreement and the Parties shall have no further obligations hereunder.

23.26 Survival. The provisions contained in Section 12 of this Agreement will survive the execution and delivery of this Agreement and the rescission, cancellation, expiration or termination of this Agreement.

23.27 Estoppel Certificate. Either Party may request of the other Party, and the requested Party shall, within twenty-one (21) calendar days, respond and certify in writing that: (i) whether this Agreement and any approvals contemplated herein are unmodified and in full force and effect, or if there have been modifications, that such are in full force and effect as modified, stating the nature and date of such modification, and (ii) the existence of a default and nature of the default. Such estoppel certificate may be limited to the benefit of only a Party to this Agreement and shall not be relied upon by a Third Party who is not a Party to this Agreement.

23.28 Arbitration. The City and the State agree to use arbitration to the extent required by A.R.S. § 12-1518 and 12-133.

23.29 Government Availability of Funds. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State or the City to expenditures in excess of funds appropriated and allotted for the purposes outlined this Agreement.

23.30 Records Inspection and Audit. Pursuant to A.R.S. §§ 35-214, 35-215 and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State for five years after the termination of this Agreement.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

"State"

STATE OF ARIZONA, by and through the
Arizona State Land Commissioner

By: *Lisa A. Atkins*
Printed Name: LISA A. ATKINS
Its: Commissioner

"City"

City of Mesa, an Arizona municipal
corporation

By: *Christopher J. Brady*
Printed Name: Christopher J. Brady
Its: City Manager



ATTEST:

Agnes Gordine
City Clerk

APPROVED AS TO FORM:

Charlotte McDermott
for City Attorney

EXHIBIT A-1 LEGAL DESCRIPTION OF ENTIRE AREA

**MESA INNER LOOP
PAD STATE LAND PARCELS
LEGAL DESCRIPTION**

Two portions of land being situated within Section 9, 16, 17 and 21, Township 1 South, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

EAST PARCEL:

BEGINNING at a found MCDOT brass cap in hand hole dated 2010 accepted as the Northeast corner of said Section 16 from which a found MCDOT brass cap in hand hole dated 2010 accepted as the East quarter corner thereof bears South 00°34'54" East, 2623.23 feet;

Thence South 00°34'54" East, 2623.23 feet along the East line of the Northeast quarter of said Section 16 to the East quarter corner thereof;

Thence South 00°41'47" East, 2638.01 feet along the east line of the Southeast quarter of said Section 16 to the Southeast corner thereof;

Thence North 89°36'41" West, 2641.95 feet along the south line of the Southeast quarter of said Section 16 to the South quarter corner thereof;

Thence North 00°47'42" West, 399.10 feet along the north-south mid-section line of said Section 16;

Thence leaving said mid-section line, North 89°34'34" West, 158.91 feet along the easterly right of way line of State Route Loop 202;

Thence continuing along said easterly right of way line, South 24°17'41" West, 251.84 feet;

Thence continuing along said easterly right of way line, South 29°19'10" West, 230.25 feet;

Thence leaving said easterly right of way line, North 89°33'26" West, 629.24 feet along a line which is 33.00 feet south of and parallel with the south line of the Southwest quarter of said Section 16;

Thence leaving said parallel line, North 43°16'05" East, 45.04 feet along the westerly right of way line of said State Route Loop 202;

Thence continuing along said westerly right of way line the following 7 courses:

Thence North 35°39'42" East, 254.56 feet;

EXHIBIT A-1 LEGAL DESCRIPTION OF ENTIRE AREA

Thence North 35°40'27" East, 186.14 feet;

Thence North 30°04'11" East, 522.60 feet;

Thence North 23°34'25" East, 659.77 feet;

Thence North 14°18'03" East, 60.00 feet to a non-tangent curve, concave westerly, having a radius of 4413.66 feet, the center of which bears North 75°41'36" West;

Thence northerly along said curve, through a central angle of 15°04'48", an arc length of 1161.66 feet to a non-tangent line;

Thence North 00°46'24" West, 7.43 feet;

Thence leaving said westerly right of way line, North 89°35'43" West, 2636.34 feet along the south line of the Northwest quarter of said Section 16 to the West quarter corner of said section;

Thence North 00°59'48" West, 2620.34 feet along the west line of the Northwest quarter of said Section 16 to the Northwest corner thereof;

Thence South 89°36'19" East, 1766.27 feet along the north line of the Northwest corner of said Section 16;

Thence leaving said north line, North 00°23'30" East, 50.00 feet;

Thence South 89°36'19" East, 887.69 feet along a line which is 50.00 feet north of and parallel with the north line of said Section 16;

Thence continuing along said parallel line, South 89°39'40" East, 1194.79 feet;

Thence leaving said parallel line, South 00°20'26" West, 50.00 feet;

Thence South 89°39'40" East, 1461.64 feet along the north line of the northeast quarter of said Section 16 to the **POINT OF BEGINNING**.

WEST PARCEL:

BEGINNING at a found MCDOT brass cap dated 2016 accepted as the South quarter corner of said Section 17 from which a found MCDOT brass cap dated 2002 accepted as the Southeast corner thereof bears South 89°34'33" East, 2652.81 feet;

EXHIBIT A-1 LEGAL DESCRIPTION OF ENTIRE AREA

Thence North 01°04'11" West, 2632.13 feet along the west line of the Southeast quarter of said Section 17 to the Center of said section;

Thence South 89°41'04" East, 2658.72 feet along the north line of said Southeast quarter to the East quarter corner thereof;

Thence South 00°56'18" East, 2637.01 feet along the east line of said Southeast quarter to the Southeast corner thereof;

Thence North 89°34'33" West, 2652.81 feet along the south line of said Southeast quarter to the POINT OF BEGINNING.

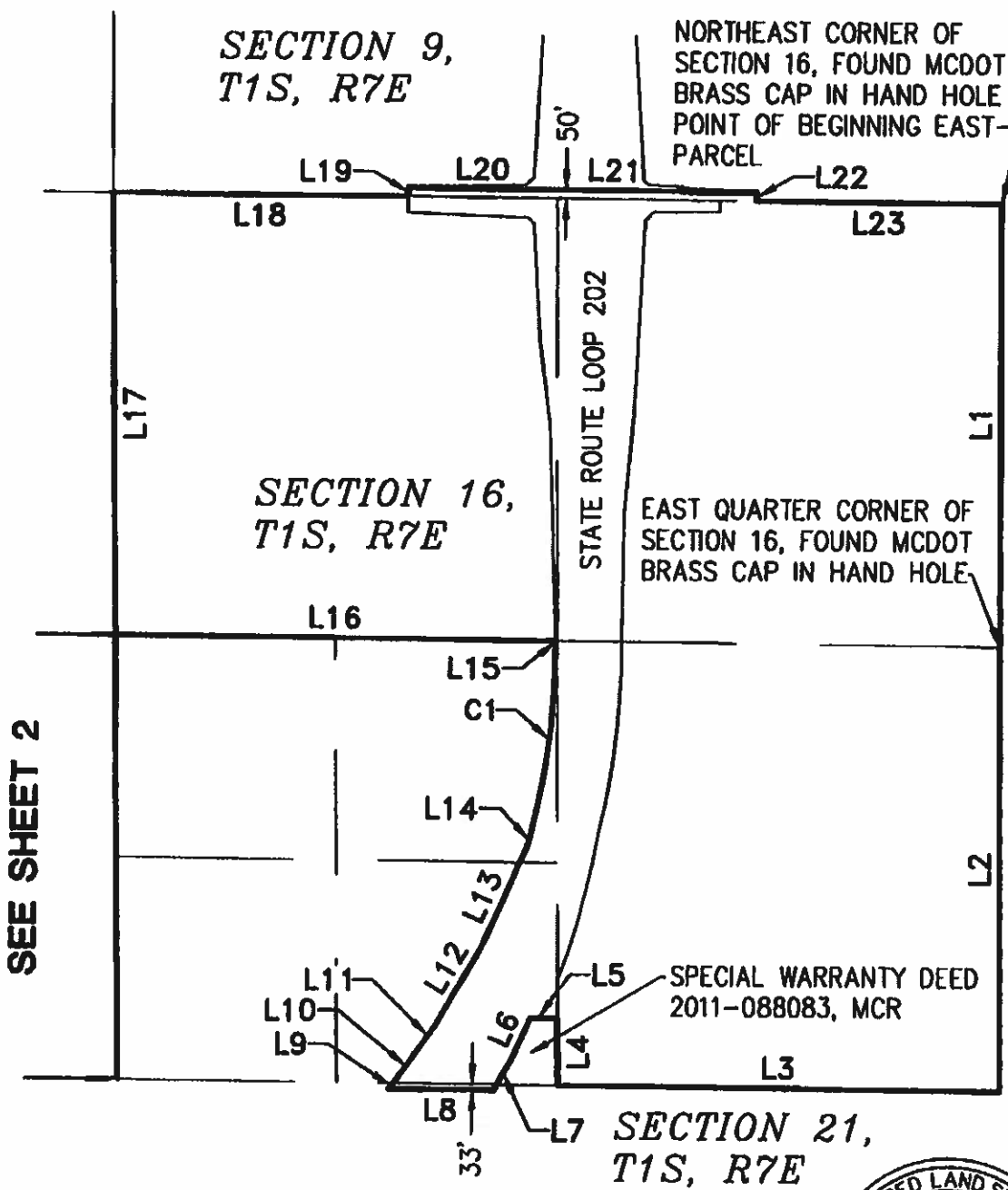
The above described parcel contains a computed area of 28,722,657 sq. ft. (659.3815 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

**Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1833
Date: Jan 2020**




EXHIBIT A-2 - DEPICTION OF A-1



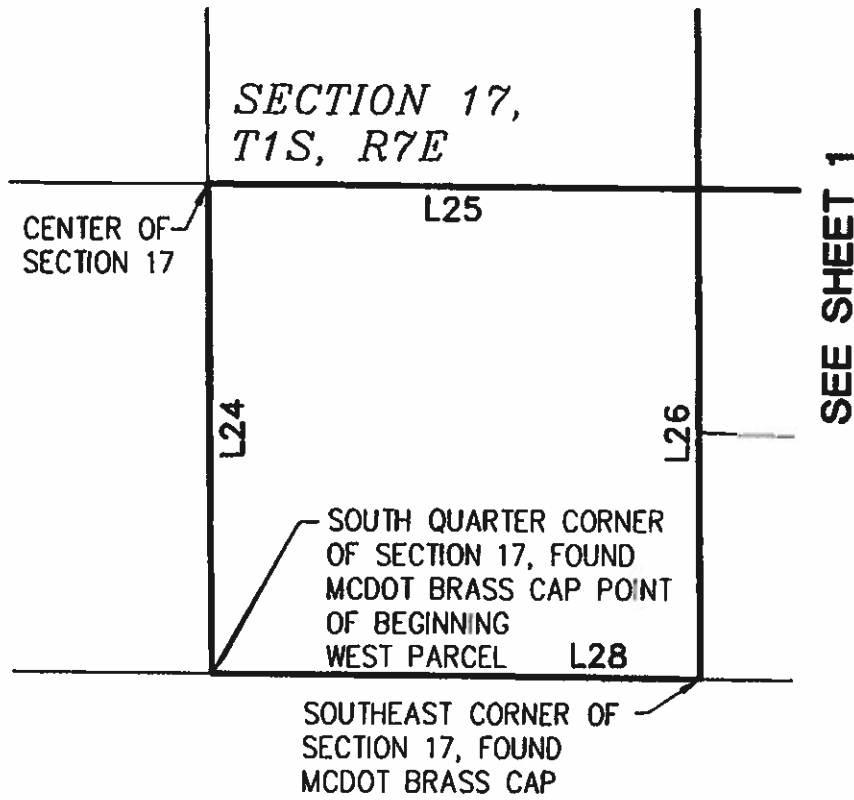
SHEET 1 OF 3



PROJ.NO.: 1833	MESA INNER LOOP PAD EXHIBIT - STATE LAND MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JAN 2020		
SCALE: NTS	EXHIBIT	
DRAWN BY: KM		
CHECKED BY: KJP		

©2020, HILGARTWILSON, LLC

EXHIBIT A-2 - DEPICTION OF A-1



SHEET 2 OF 3



PROJ.NO. :	1833
DATE:	JAN 2020
SCALE:	NTS
DRAWN BY:	KM
CHECKED BY:	KJP

MESA INNER LOOP
 PAD EXHIBIT - STATE LAND
 MARICOPA COUNTY, ARIZONA

EXHIBIT

HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

EXHIBIT A-2 - DEPICTION OF A-1

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°34'54"E	2623.23'
L2	S00°41'47"E	2638.01'
L3	N89°36'41"W	2641.95'
L4	N00°47'42"W	399.10'
L5	N89°34'34"W	158.91'
L6	S24°17'41"W	251.84'
L7	S29°19'10"W	230.25'
L8	N89°33'26"W	629.24'
L9	N43°16'05"E	45.04'
L10	N35°39'42"E	254.56'
L11	N35°40'27"E	186.14'
L12	N30°04'11"E	522.60'
L13	N23°34'25"E	659.77'
L14	N14°18'03"E	60.00'
L15	N00°46'24"W	7.43'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	N89°35'43"W	2636.34'
L17	N00°59'48"W	2620.34'
L18	S89°36'19"E	1766.27'
L19	N00°23'30"E	50.00'
L20	S89°36'19"E	887.69'
L21	S89°39'40"E	1194.79'
L22	S00°20'26"W	50.00'
L23	S89°39'40"E	1461.64'
L24	N01°04'11"W	2632.13'
L25	S89°41'04"E	2658.72'
L26	S00°56'18"E	2637.01'
L28	N89°34'33"W	2652.81'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	4413.66'	15°04'48"	1161.66'



SHEET 3 OF 3


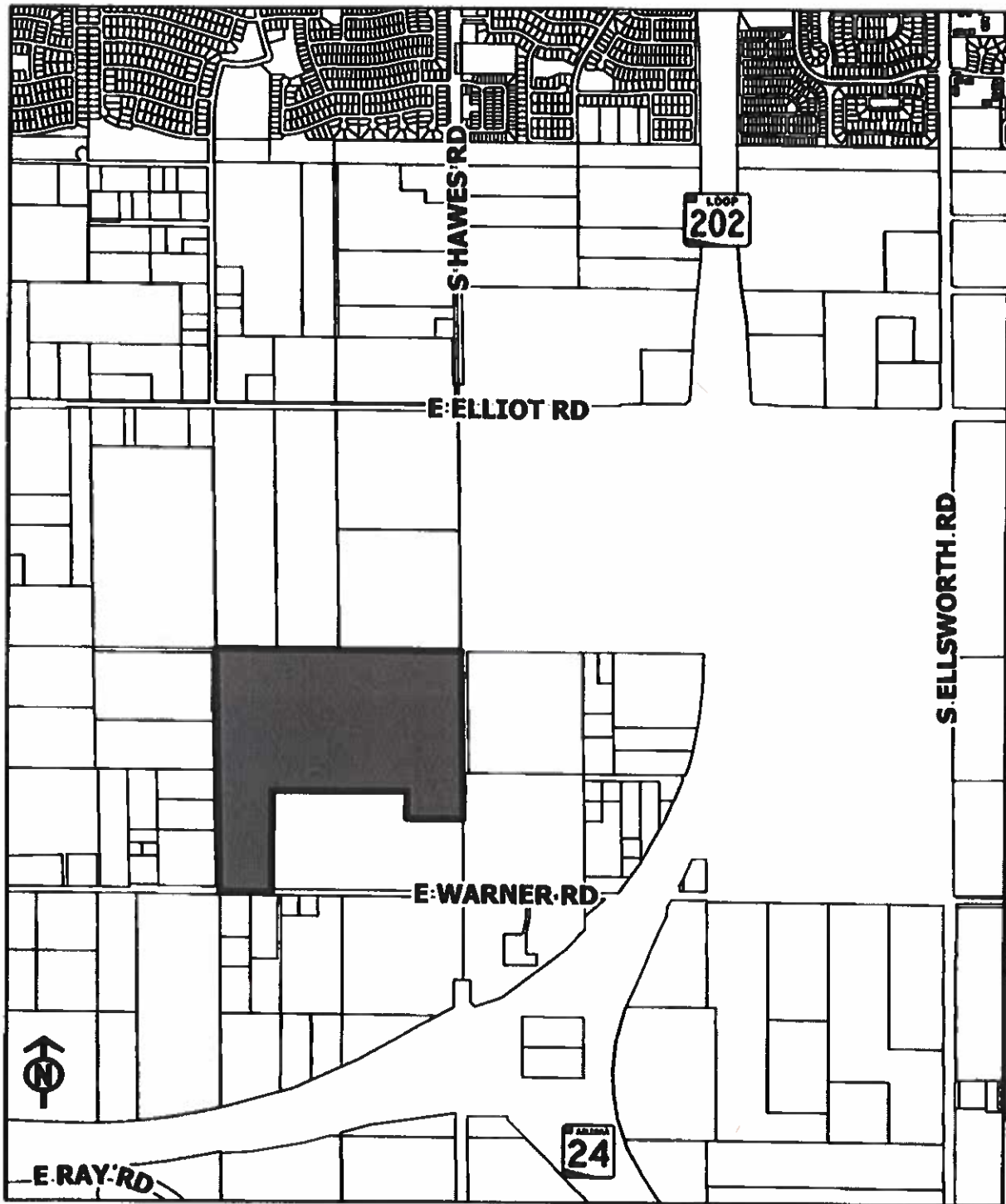
P PROJ. NO.: 1833	MESA INNER LOOP PAD EXHIBIT - STATE LAND MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JAN 2020		
SCALE: NTS	EXHIBIT	
DRAWN BY: KM		
CHECKED BY: KJP		

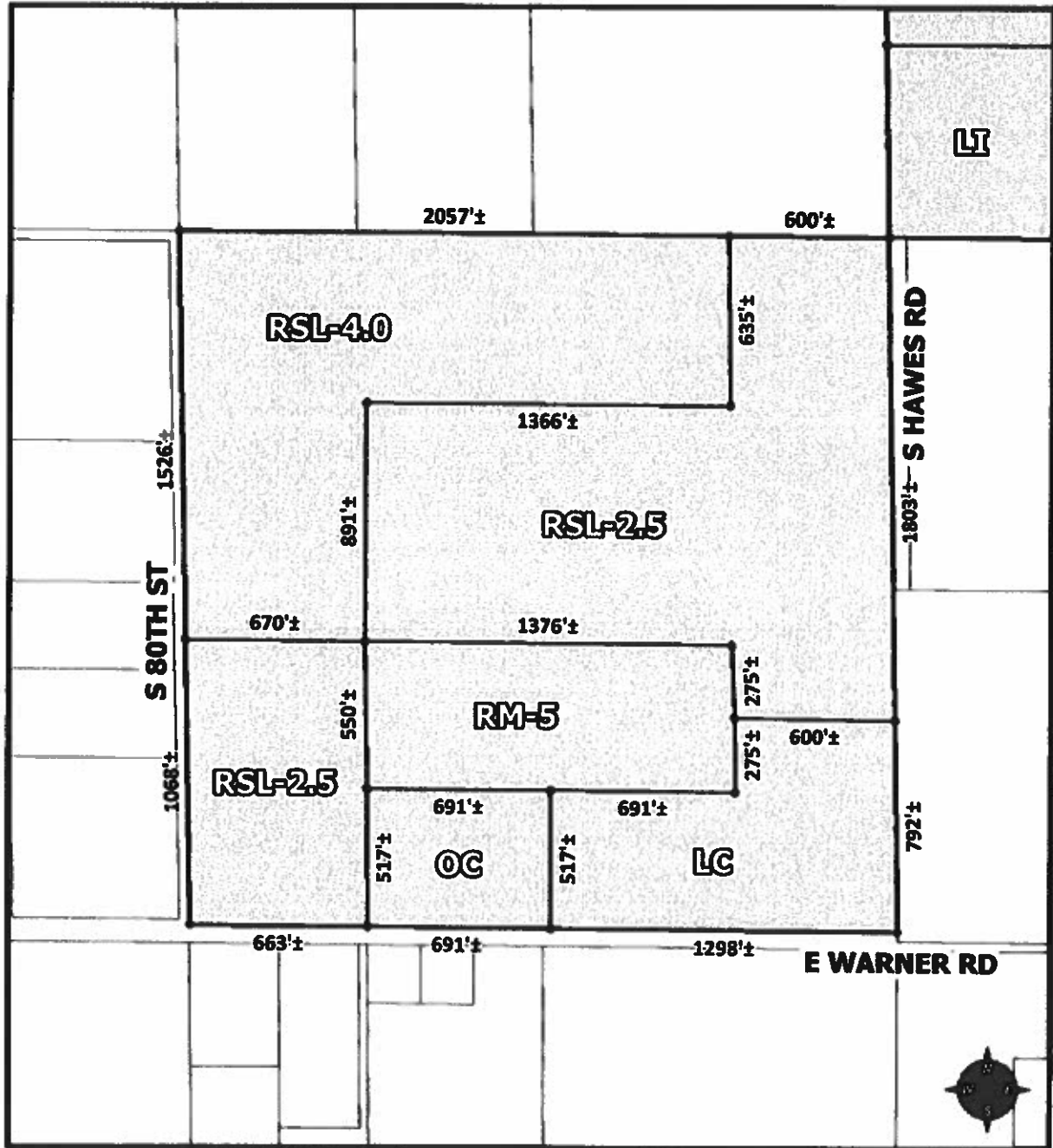
Exhibit B - General Plan Minor Amendment Area



■ Mixed Use Activity/Employment to Neighborhood

Exhibit C - Zoning Ordinance Maps

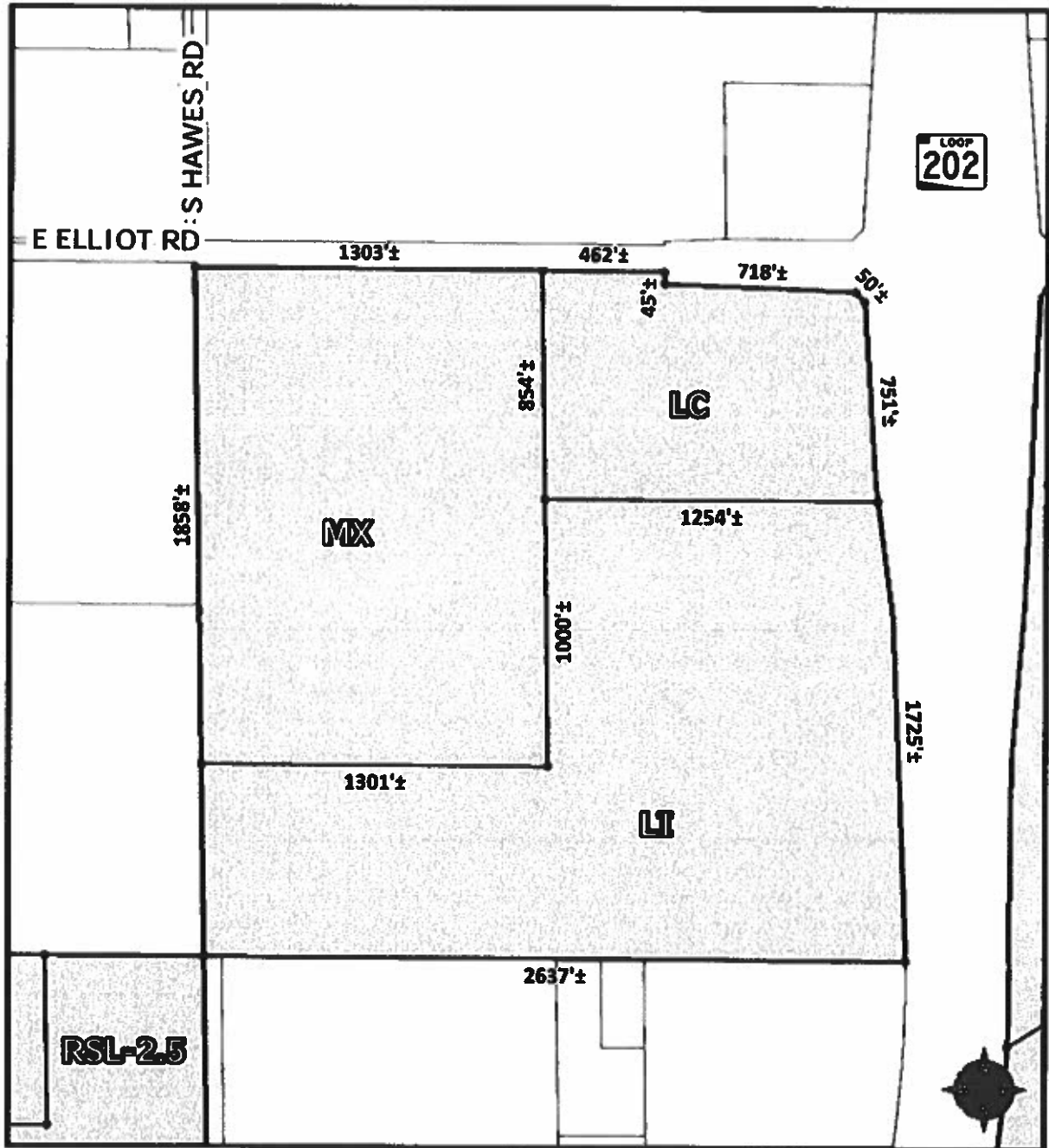
Page 1 of 3



 ZON17-00607 Rezone Areas

Exhibit C - Zoning Ordinance Maps

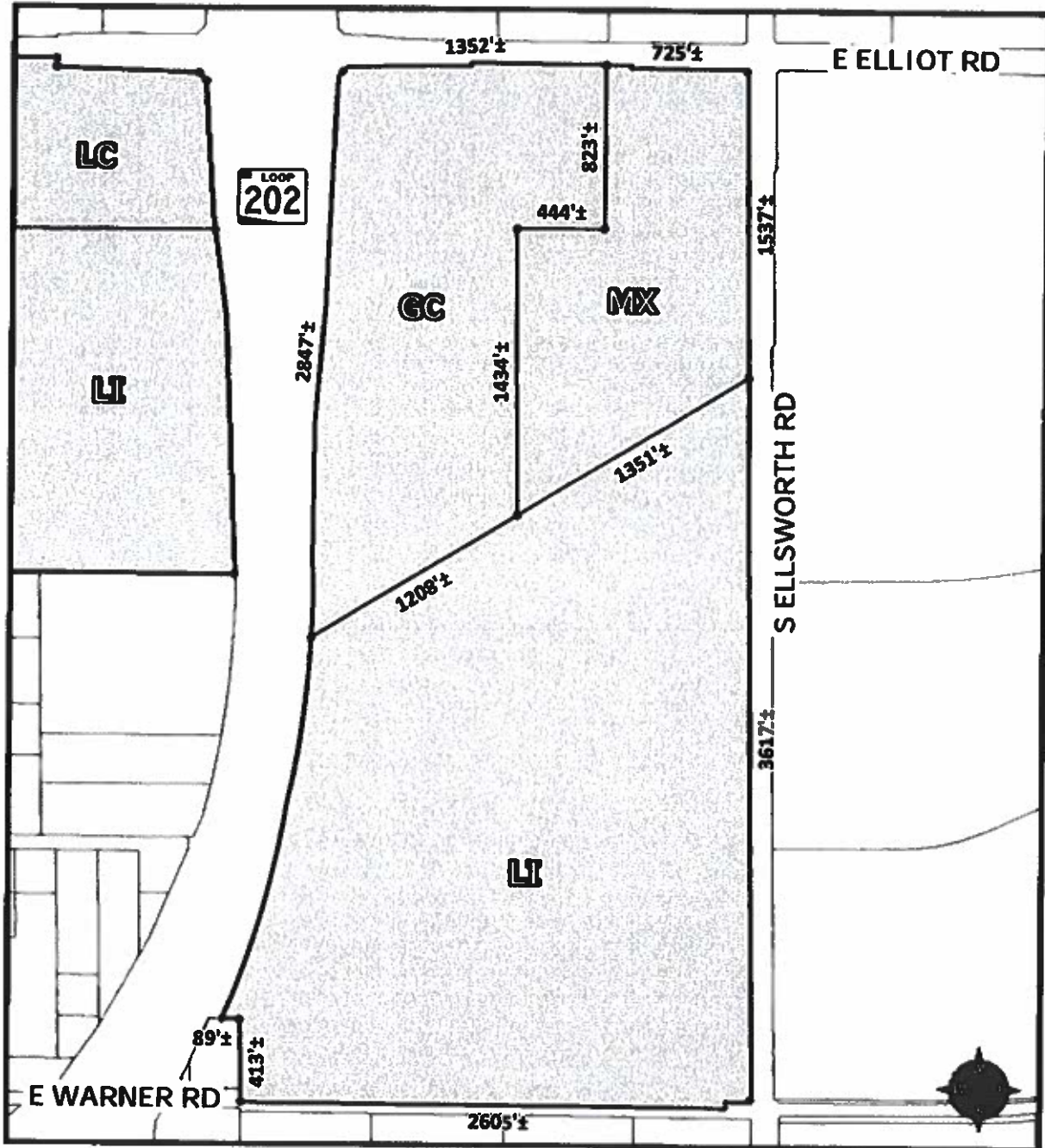
Page 2 of 3



 ZON17-00607 Rezone Areas

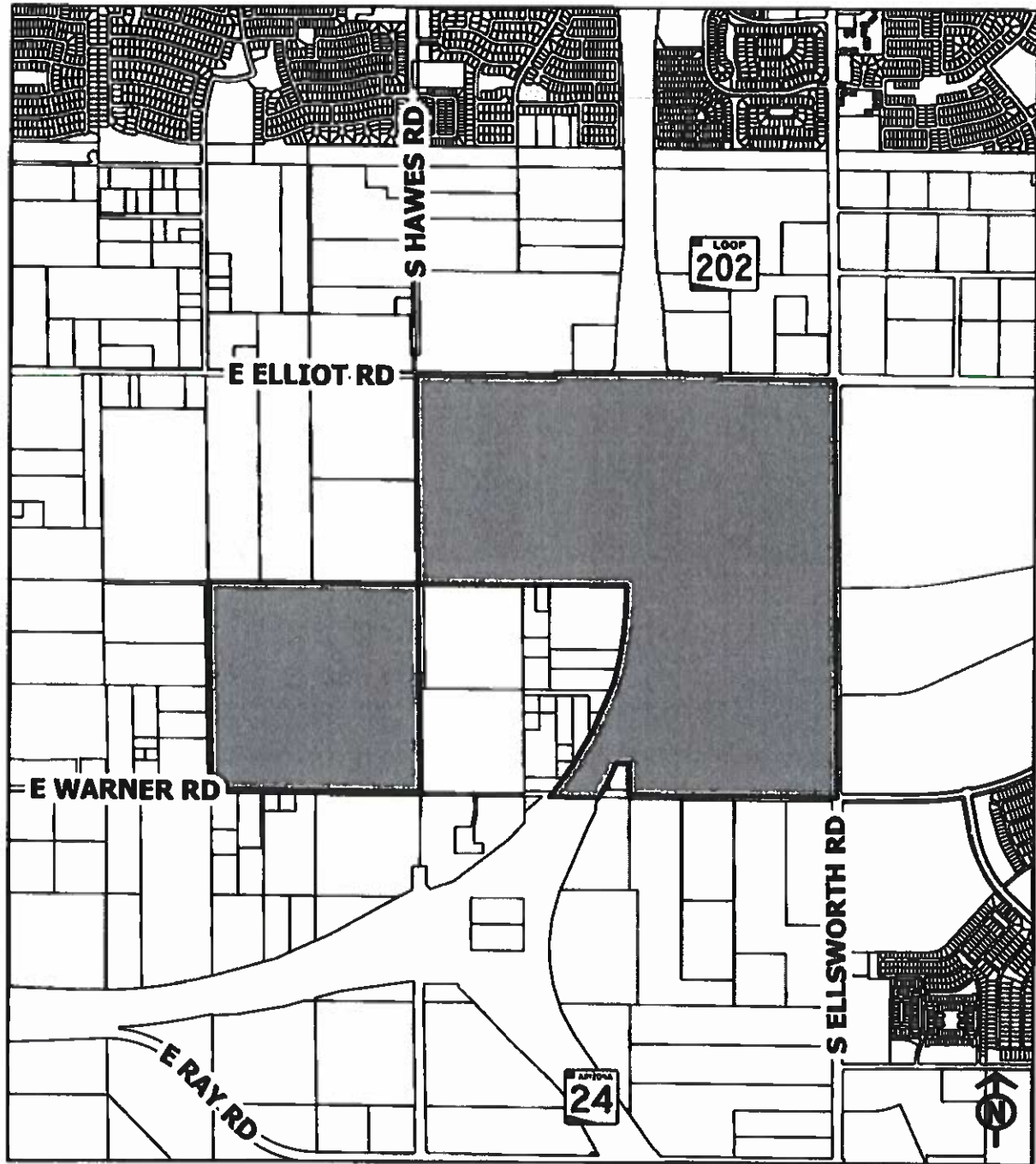
Exhibit C - Zoning Ordinance Maps

Page 3 of 3



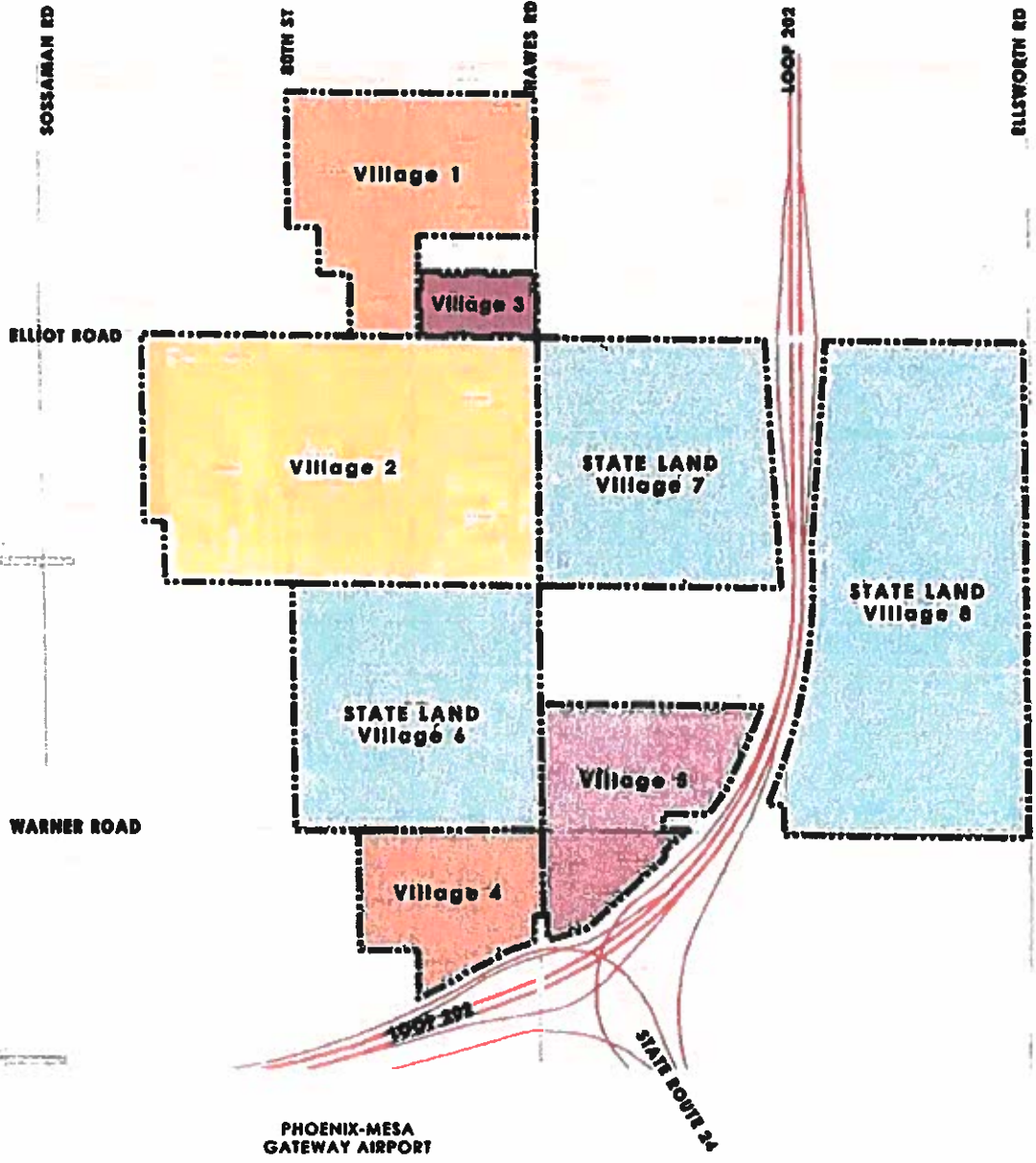
 ZON17-00607 Rezone Areas

Exhibit D - Annexation Area



 **Annexation Area**

Exhibit E - Conceptual Village Plan



HAWES CROSSING
CONCEPTUAL VILLAGE PLAN

Exhibit F - Design Guidelines

Page 1 of 10

Project Theme

The theming of Hawes Crossing is designed to respect the history and historical uses of the land while clearly indicating a progressive character by taking material and aesthetic cues from the history and incorporating them into contemporary designs. Exhibit K, Project Theming is illustrative of the types of entry features, theme walls, materials, and style the various elements of the public areas will follow. The conceptual theming elements contain metals such as stainless steel and aluminum while painted materials primarily use the color white as a nod to the dairy uses. The theme of Milk and Metal encapsulates the materials and colors associated with the traditional use of the land while creating a contemporary palette that will allow Hawes Crossing to have a cohesive overall theme while allowing smaller development and neighborhoods within Hawes Crossing to create their own identity.



Coordinated and thoughtfully designed community theming elements add to the aesthetic of the community but also serve to set the tone for builders, identify neighborhoods within the community, and create a sense of place to set Hawes Crossing apart from the surrounding areas of the City.

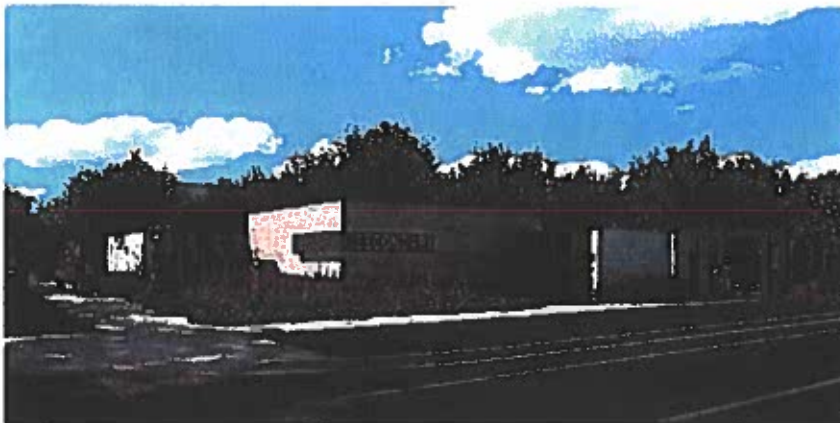


Exhibit F - Design Guidelines

Page 2 of 10

Walls, Gates, and Entry

- Compliance with Exhibits K1, K2, K3, K4, K5, and K6 from the Hawes Crossing Narrative which is on file with the City of Mesa Planning Department, related to theming designs illustrating the potential character, materials, massing, and theming for walls, gates, and Entries.
- Monumentation, theming elements, and signage will be used in concert in entry features for each of the major entrances to Hawes Crossing and land use areas to create a sense of arrival and place while identifying and differentiating the neighborhoods within Hawes Crossing. A contemporary and harmonious application of materials is encouraged for the theming elements within Hawes Crossing. Materials that are required for the theming elements in Hawes Crossing are steel, raw or painted white or neutral colors, masonry units, concrete, with a variety of finishes and aggregate sizes, and smooth stucco with white or neutral paint colors that complement the landscape environment that is envisioned within Hawes Crossing. All theming elements will require submission, review and permitting through the City of Mesa building and zoning review.
- Lots backing on to open space tracts internal to the residential areas are encouraged to use partial or full view fencing in lieu of solid walls to further expand the open feel of these neighborhood open space areas.

Non-Residential Design Guidelines

Purpose

These architecture criteria have been established to ensure that individual commercial and office environments meet or exceed the level of architectural quality and image for development within Hawes Crossing and conform to the design standards and vision.

Vision Architectural Character

- All projects in Hawes Crossing are required to have a sense of substance, permanence, sophistication, while paying homage to the traditional values of the Hawes Crossing vision.
- Continuity of architecture throughout each site is required resulting in a clear overall project design concept that is compatible with the Hawes Crossing Master Plan theme, quality objectives and the scale and use of the site.
- All project design concepts shall be compatible with their surroundings. Consideration shall be given to the character of the adjacent neighborhood and projects, climate and solar orientation.
- All buildings, structures, and improvements on the site including but not limited to main and satellite buildings, parking structures, ancillary structures, site furnishings screen and landscape walls and pedestrian plazas are required to be integrated into the overall Hawes Crossing community design concept.
- Design elements such as form, massing, detailing, colors and materials that appear arbitrary or are inconsistent with the project design concept are not acceptable.
- Retail, resort and hotel project designs may be either contemporary or traditional; however, they shall conform to Hawes Crossing community vision.
- Houses of worship, schools and other public and quasi-public projects typically serve as neighborhood focuses and are symbolically significant in the life of the community. They

Exhibit F - Design Guidelines

Page 3 of 10

may either be contemporary or traditional; however, particular emphasis shall be focused on conformance to Hawes Crossing design philosophy.

- Substations, pumping plants and other utility and service facilities shall be designed to blend into their settings. These installations shall be as non-intrusive as possible through the use of neighborhood appropriate architectural design, materials, colors, and screening. All machinery, ancillary equipment, service connections, communication devices and any other site improvements shall meet the same standards as all other development in Hawes Crossing. Perimeter walls shall match neighborhood wall design.
- Community walls shall be designed to complement both a traditional and modern aesthetic

Height of Buildings and Structures

- The maximum total building height including but not limited to roof-mounted equipment screens, elevators, penthouses, and skylights, shall not exceed the City of Mesa Standards unless specifically modified in the Hawes Crossing Zoning Ordinance. More restrictive height limits may exist at certain locations subject to specific zoning requirements and adjacent sensitive uses, including but not limited to residential neighborhoods.

Building Massing and Form

- Building massing and form shall be appropriate for the project design philosophy, the building type, and the location of the site.
- All buildings are to be designed to be viewed from any angle.
- Large, flat, unarticulated building masses and elevations are not permitted. Fenestration and other elevation treatments are required on all elevations.
- Fenestration shall be designed to complement a building's massing consistent with the project design philosophy. Mullion patterns should provide scale and modulation that enhance the overall building design.
- Building columns shall be appropriately proportioned to provide a sense of stability and elegance consistent with the project design philosophy and the neighborhood design criteria.
- Greater articulation of the elevations is required where portions of the building are highly visible, adjacent to sensitive land uses or facing pedestrian areas.
- Human scale elements such as (but not limited to) cornices, pilasters, arcades, trellises, shading devices, additional surface details, and transparent ground floor glazing are required at pedestrian-oriented locations.

Building Entries

- Primary building entries should be obvious, inviting, appropriately scaled for the building, and consistent with the project design philosophy.
- Primary building entries shall be emphasized by design features such as columns, overhangs, recesses and roof forms that are integrated into the overall building design.
- Site and building features that create a sense of place shall be integrated into every primary building entry.

Exhibit F - Design Guidelines

Page 4 of 10

Building Materials and Finishes

All exterior colors and materials shall conform to neighborhood color palette, be compatible with the project design philosophy and present a durable quality appearance.

- Exterior materials shall be consistently applied throughout a project.
- Stark, garish, and highly reflective colors and materials are not permitted. Sharp contrasts between colors are discouraged. Light reflectivity values (LRV) for primary and secondary colors in excess of 50% are not permitted. Hawes Crossing will consider higher LRV for trim, mullions, and miscellaneous metal where compatible with the neighborhood color palette and project design.
- Use of wood on any exposed exterior surface is strongly discouraged due to environmental conditions including extremely low humidity, high ambient summer temperatures and intense solar radiation.
- All field-applied colors require field approval prior to application.

Glazing Requirements

- The use of tinted and/or moderately reflective high-performance glazing coordinated with the project color material palette is acceptable. Lightly tinted or clear glass is also permitted.
- Highly reflective mirrored glass, opaque-appearing dark colored glass, black glass, or gold reflective glass is not allowed.
- Glazing in pedestrian areas should appear transparent from the exterior.
- Monolithic glazing may be used in special applications as an accent to the overall design but should not be used as a dominant design theme. "Glass Boxes" are not permitted except as secondary forms subject to Hawes Crossing approval.

Roof Criteria

- Flat roofing systems shall be effectively screened on all sides by the building parapet. The parapet height shall equal or exceed the height of the highest point of a flat roof.
- All built-up roofing systems, associated roof elements, and roof-mounted equipment and components shall be uniformly finished in a neutral beige or light gray color.
- All roofs and associated equipment within a project shall be the same color.
- Sloped, curved or other roof forms may be used if they are expressed as a design element, consistently applied, and are compatible with the project and Hawes Crossing design philosophy.
- Non-traditional or special purpose roof systems (i.e., tensile structures) are acceptable so long as they are well integrated into a project's design and compatible with the Hawes Crossing design philosophy.
- Asphalt composition shingles are not permitted.
- Exterior downspouts are not permitted. All rain water leaders shall be concealed and connected directly to the site storm drainage system.

Non-Residential Architectural Treatment of Buildings.

- Buildings will be designed to contribute to the larger spatial composition and identity of the overall development.

Exhibit F - Design Guidelines

Page 5 of 10

- Brand buildings or formulaic “stand-alone” solutions that have no regard to context are strongly discouraged.
- Buildings should have a clear architectural relationship with one another, employing common high-quality building materials or architectural elements, while creating diversity and interest.
- Building design should be flexible to accommodate resource efficient change over time and permit reuse by other tenants. Highly specialized buildings suitable for only one tenant are discouraged.
- Buildings should be appropriately scaled to create pedestrian friendly and inviting public spaces.
- Building entries should be carefully placed in conjunction with the overall pedestrian pathway system.
- Building elevations should employ awnings, canopies, recesses or arcades to provide shade and shelter, and create architectural interest across the length of the building.
- Retail buildings should include transparent storefronts and display windows to create visual interest.
- Small-scaled retail is encouraged along the face or side of larger retail structures to promote diversity and promote a pedestrian scale.
- Vary exterior building walls in depth and/or direction. Building walls shall exhibit offsets, recesses, or projections with significant depth, or a repeated pattern of offsets, recesses, or projections of smaller depth in a well-integrated composition.
- Provide architectural interest at the skyline and accentuate appropriate building elements. Vary building height so that a significant portion of the building has a noticeable change in height; or roof forms are varied over different portions of the building through changes in pitch, plane, and orientation.

Mixed Use Design Guidelines and Standards for Vertically Mixed Uses

- Non-residential uses, particularly retail and service-related businesses, shall be oriented towards the street and pedestrian areas in order to activate the streetscape and further encourage pedestrian activity.
- Ground floor non-residential uses shall use glazing, patios, and other methods to create ground floor transparency for a minimum of 75% of their frontage. Sides and rear of buildings with ground floor non-residential uses shall incorporate as much ground floor transparency as possible, particularly along pedestrian routes.
- Residential units are encouraged to be located above the ground floor but when located on the ground floor (no residential units are permitted on the ground floor within 200 feet of Elliot Road in the Elliot Road Corridor) shall be placed internal to the buildings behind non-residential uses, with the exception of single-family attached.

Exhibit F - Design Guidelines

Page 6 of 10

- Ground floor residential uses at the front of buildings are limited to lobbies, entrances for multiple units, and other public or semi-public uses and shall be allowed per ground floor mix of use standards herein and must provide transparency from the a street perspective through glazing open space or other methods for their entire frontage.
- Pedestrian activity shall be encouraged in vertically mixed-use projects by locating urban plazas, patios, courtyards, water features, pedestrian seating, gathering areas, public art, sidewalks, paths and walkways in the front and sides of buildings as well as between parking areas and main entrances to non-residential uses.
- Non-residential uses are permitted on any floor subject to residential codes, covenants, and restrictions

LANDSCAPING

1. Landscaping areas shall consist of a blend of lush and desert appropriate plant materials from the Approved Plant Palette and landscaping along the sidewalks that are adjacent to major streets or pedestrian corridors shall be arranged in patterns with an emphasis on shade and color.
2. To achieve a unified landscaped environment that is appropriate and successful for the desert climate, all development shall comply with the 'Approved Plant Palette' shown on Exhibit Q from the Hawes Crossing Narrative which is on file with the City of Mesa Planning Department.
3. A landscape plan prepared by a landscape professional such as a registered landscape architect or a qualified arborist is required for all Specific Plans, site plans and subdivision plats.

Exhibit F - Design Guidelines

Page 7 of 10

1.1.1. Office Prototypes



Exhibit F - Design Guidelines

Page 8 of 10

1.1.2. Commercial Prototypes



Exhibit F - Design Guidelines

Page 9 of 10

1.1.3. Mixed-Use Prototypes

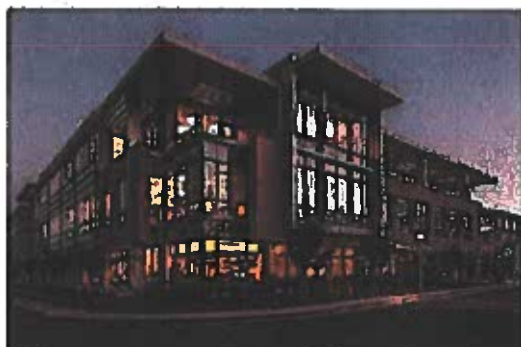


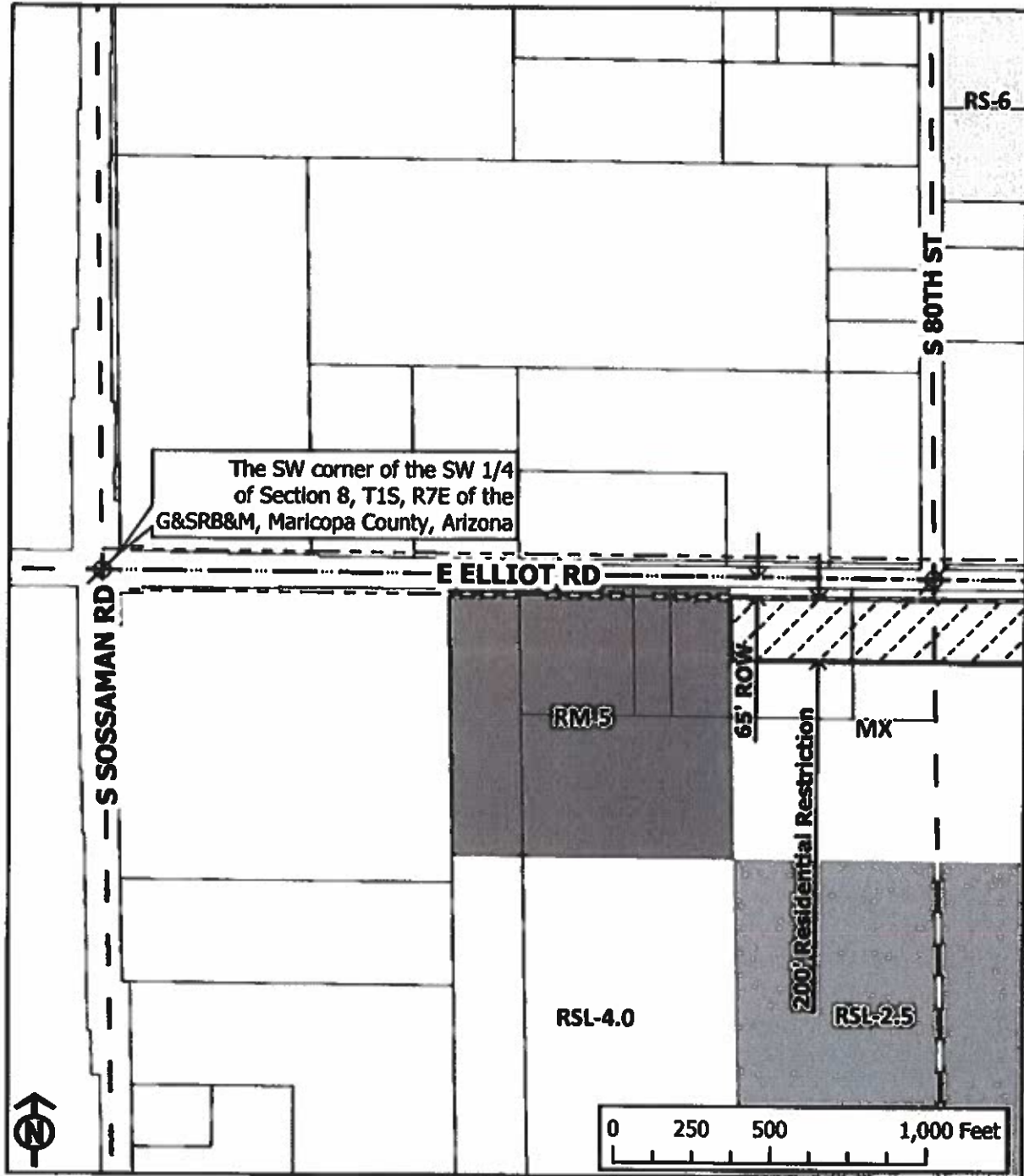
Exhibit F - Design Guidelines

Page 10 of 10

1.1.4. Industrial Prototypes



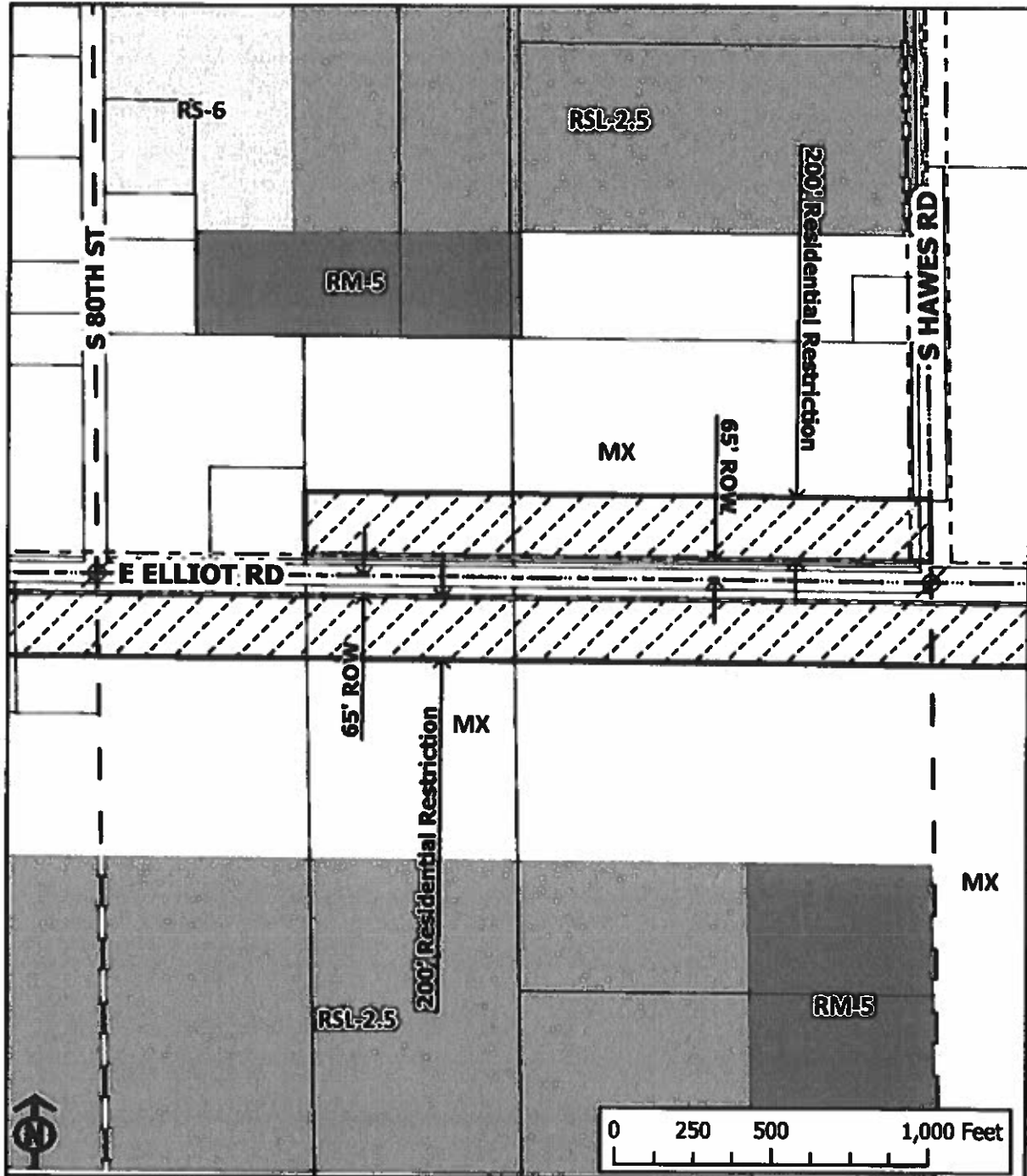
Exhibit G - Elliot Road Residential Restrictions
 Page 1 of 4



- ⊙ Monument
- Centerline
- Right of Way
- ▨ Residential Restriction

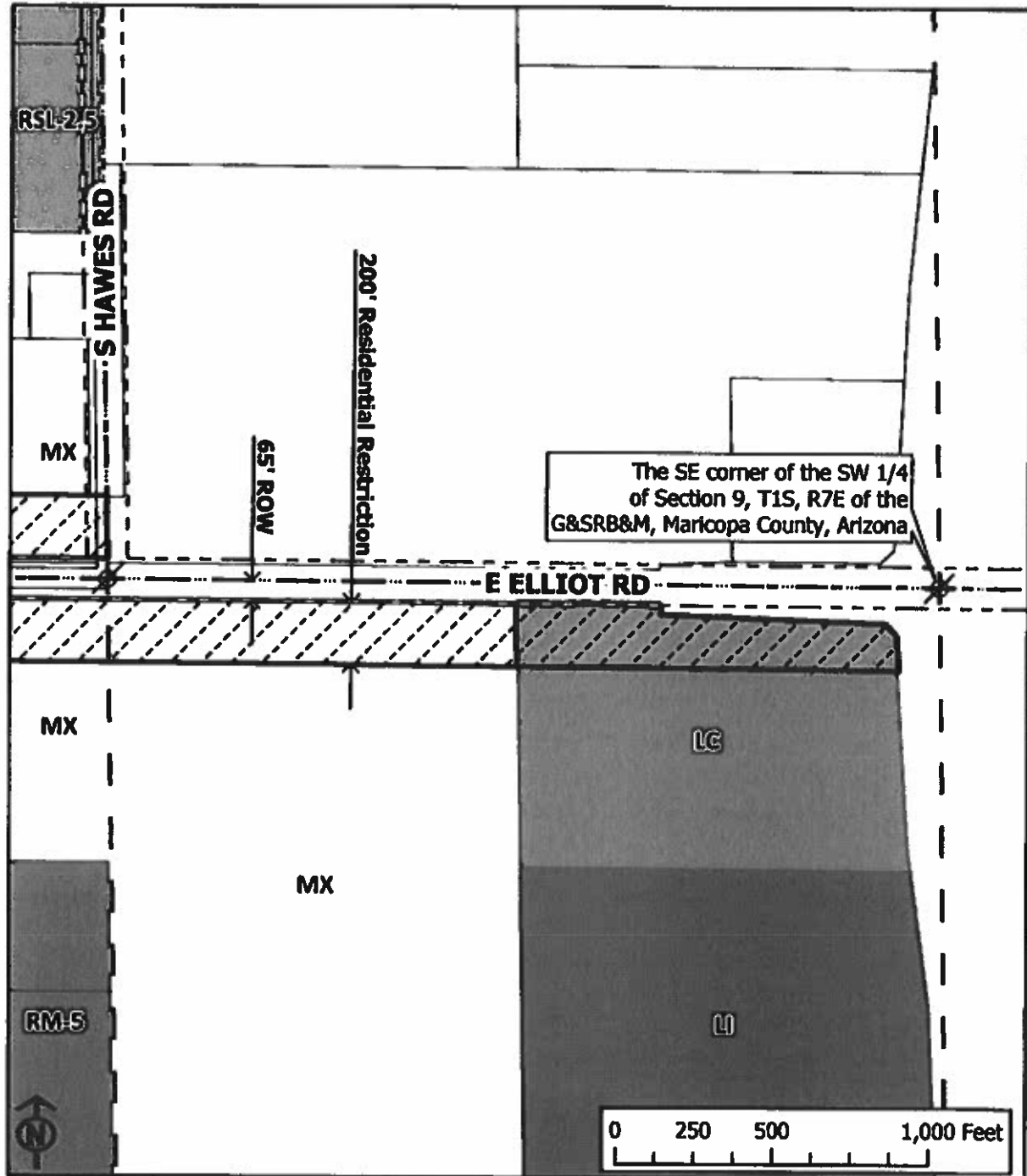
Exhibit G - Elliot Road Residential Restrictions

Page 2 of 4



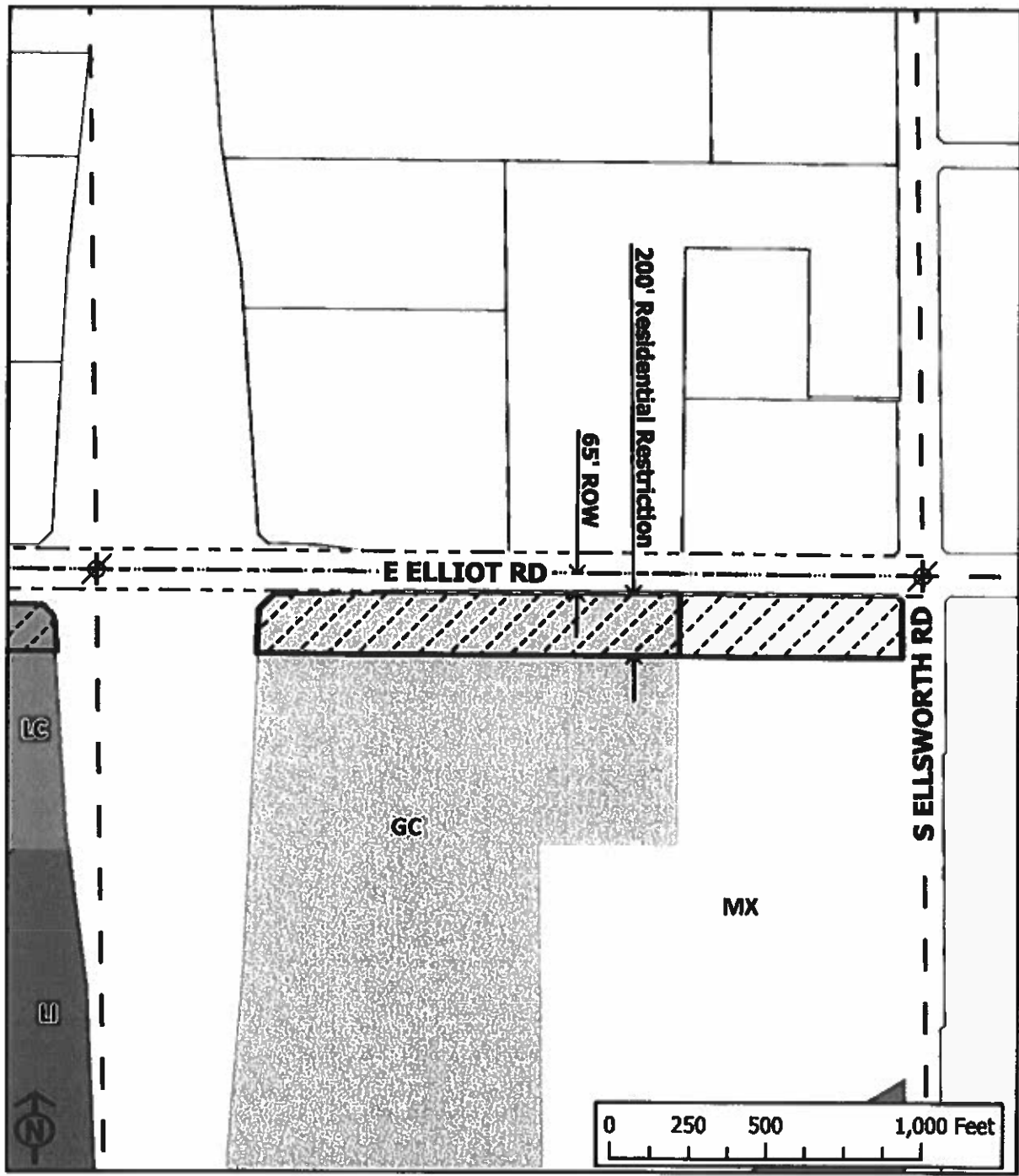
Ø Monument Centerline
 ----- Right of Way ▨ Residential Restriction

Exhibit G - Elliot Road Residential Restrictions
 Page 3 of 4



- ⊘ Monument - - - - - Centerline
- - - - - Right of Way Residential Restriction

Exhibit G - Elliot Road Residential Restrictions
Page 4 of 4



- ⊘ Monument - - - - - Centerline
- - - - - Right of Way [Hatched Box] Residential Restriction

Exhibit H - Open Space Master Plan

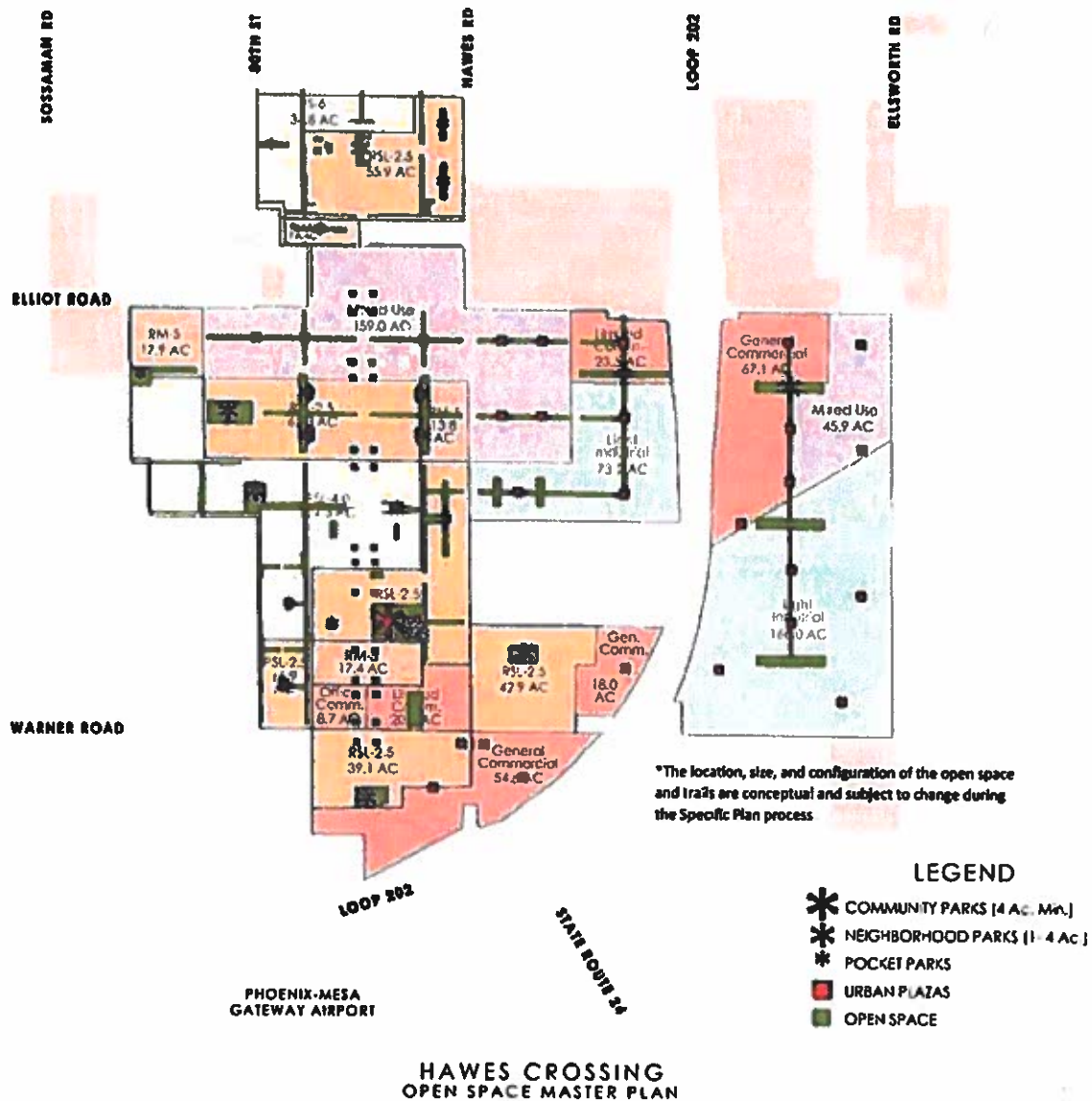
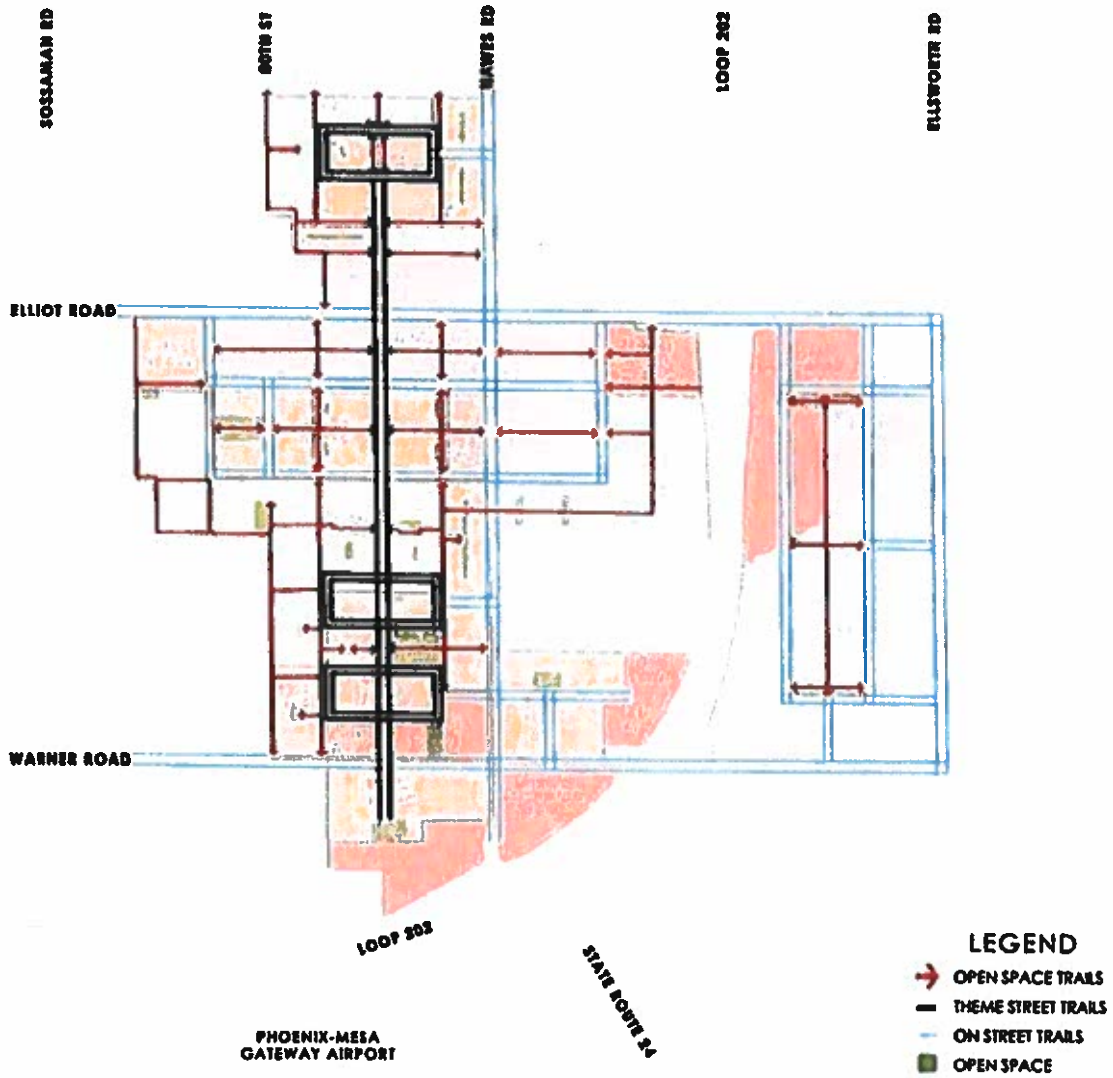


Exhibit I - Trails Master Plan



HAWES CROSSING
TRAILS MASTER PLAN

Exhibit J - Open Space Guidelines

Page 1 of 3

Open Space Requirements in General

- Open space areas shall be connected via parks and trails such that residents and visitors can traverse the entire project without use of an automobile, including residential and non-residential areas.
- The Open Space in each Specific Plans shall employ a similar design in order to provide a cohesive public open space throughout the Project.
- All Open Space in the Project (i.e. Community Park, Neighborhood Parks, Urban Plazas and other open space) shall be connected by open space trails, themed street trails, and on-street trails. All dwelling units and businesses shall be within one quarter of a mile walking distance from open space and open space trails.

Requirements Specific to Parks

- Each park shall have a minimum of four (4) of the park amenities described below. The type of amenities and the location of the amenities shall be determined at the time of site plan review or preliminary plat approval.
 - a. List of possible amenities or

Community Park	Neighborhood Park	Pocket Park
Pavilion/Ramada	Pavilion/Ramada	Pavilion/Ramada
Play Structures	Play Structures	Play Structures
Kids Water Play Area	Basketball	Basketball
Basketball	Sand Volleyball	Sand Volleyball
Sand Volleyball	Bocce	Bocce
Bocce	Fireplace	Open Play/Turf
Fireplace	Open Play/Turf	Dog Park
Open Play/Turf	Community Garden	
Community Garden	Dog Park	
Dog Park		

- b. An alternative amenity or amenities of equal to or greater then the amenities listed above, as determined by the Planning Director, in the Planning Director's sole discretion.
- All children's play equipment and parental seating areas in community and neighborhood parks shall be shaded either by structural shade or adequate trees. Child play surfaces shall meet national safety and industry standards.

Community Parks.

- Each Community Park shall be a minimum of four acres of land.
- Amenities in each Community Park shall include active recreation areas such as ball fields, sport courts, and play areas, as well as passive recreation amenities such as ramadas, open turf areas, grills, and amphitheaters.
- Each Community Park shall be directly accessed via a combination of Open Space Trails, Theme Street Trails, and On-street Trails. Community Parks may be located on local streets but are more preferably located on collector or even arterial streets (except the Community Park in Village 6 shall not be located on an arterial). Where local streets abut a Community Park, it is preferable for homes to front on to the park.
- Required Community Park in Village 6. Village 6 is required to have a dedicated Community Park on property zoned RSL-2.5 that is a minimum of 6.4 contiguous acres. The Community Park in Village 6 must be located on one or more collector streets. It shall not be located on an arterial street. The conceptual location of the Community Park is identified on the Open Space Master Plan. The first Specific Plan for Village 6 shall identify the exact location, size and

Exhibit J - Open Space Guidelines

Page 2 of 3

configuration of the Community Park.

- **Neighborhood Parks** shall be a minimum of one acre and shall include both active recreation amenities (i.e. play structures, ball courts, fitness stations) and passive recreation amenities (i.e. open turf areas, ramadas, etc...). The parks shall accommodate small neighborhood gatherings, informal team sports, and individual activities. Neighborhood parks shall be located on local or collector streets and shall be accessible via at least one Open Space Trails, Theme Street Trails or On-street trails. Where possible, surrounding homes should front onto Neighborhood Parks. Neighborhood Parks should be accessible via at least one Open Space Trail, Theme Street Trail or On-street trail.
- **Pocket Parks** are small parks that are intended to service the homes on the same or nearby streets, therefore they shall be located on local streets such that no home is more than 600 feet from the nearest Pocket Park. Each Pocket Park shall have shaded play areas and structures as well as seating areas.
- **Urban Plazas:** Within each Specific Plan, regardless of size, and Hawes Crossing as a whole, a minimum of 2% of the gross Hawes Crossing Mixed-Use development area shall be dedicated to urban plazas as a part of a minimum 10% non-residential open space. Urban Plazas are intended to be formal open space areas located in the public domain accessed directly from collector and arterial streets in both residential and non-residential areas. These plazas diversify the streetscape, add to the unique character of Hawes Crossing, provide seating areas, and generally enhance the community. Benches, trash receptacles, shade structures, landscape lighting and paving materials contribute significantly to the character and amenity of the public environment. These elements will be incorporated where appropriate along community streets and in public areas.
- A cohesive design theme shall be employed across all Urban Plazas.
- These plazas are located along the primary internal thoroughfare within Hawes Crossing, the quarter section alignment between Hawes Road and 80th Street.
- Urban plazas may range from 2,000 square feet to a third of an acre. However, the specific size shall be proportionate/appropriate to the scale of the surrounding uses, number of trails and non-motorized connections, and roadway size.
- Exhibit P, Urban Park Concept (from the Hawes Crossing Narrative which is on file with the City of Mesa Planning Department), is a conceptual rendering of the type of park envisioned for Hawes Crossing.

Exhibit J - Open Space Guidelines

Page 3 of 3

Requirements Specific to Trails

- All of the trails located in a residential area must be located adjacent to the front yard of a home or in a landscape tract.
- Trails shall be a combination of paved and non-paved trails and sidewalks ranging from 4 feet wide walking paths to 12 feet wide multi-use trails.
- All trails in residential areas will be adjacent to landscaping either in front yards of homes or landscaped tracts. Trails will be predominantly linear in nature to relate to the logical and efficient forms within the Hawes Crossing District but include ample shade through a creative blend of evergreen and deciduous trees, structured shade and generous landscape. It will be important to broadcast the logical and very comprehensive nature of the system through the use of well-designed signage and way finding programs. Use of educational signage and amenities such as exercise training circuit stations is encouraged.
- All trails shall use a similar style of theming elements for the area such as lighting, signage, paving, hardscape, and seating. The initial Specific Plan approved within Hawes Crossing shall establish the style unless a Master HOA has already been formed and a comprehensive design guideline created.
- Seating areas, trash receptacles, and lighting within a development shall be provided along multi-use and theme street trails.

Exhibit K: Prohibited Uses in the LI Zoning District

Page 1 of 7

Table 6.4.1 below establishes the prohibited uses within the LI portions of Hawes Crossing. Text written in ~~strike through~~ font indicates the land use is prohibited. The table is not intended to show the permissible uses or the use regulations for the permitted uses in the LI district. All permitted uses must comply with the Mesa Zoning Ordinance, as may be amended from time-to-time.

Table 6.4.1: Employment Districts		
<i>Proposed Use</i>	<i>LI</i>	<i>Additional Use Regulations</i>
Residential Use Classifications		
Correctional Transitional Housing Facility	CUP (10, 12)	Section 11-31-12, Correctional Transitional Housing Facilities
Public and Semi-Public Use Classifications		
Clubs and Lodges	P (10)	
Colleges and Universities Colleges and Trade Schools, Public or Private		
Colleges and Universities	P (10,11)	
Commercial Trade Schools	P (10,11)	
Industrial Trade Schools	P (10,11)	
Cultural Institutions	SUP (10)	
Day Care Centers	P (10, 11)	
Government Offices	P	
Hospitals and Clinics		
Clinics	SUP (10, 11)	Section 11-31-15, Hospitals and Clinics
Hospitals	P (10,11)	
Places of Worship	P (10)	Section 11-31-22, Places of Worship
Public Safety Facilities	P	
Public Maintenance Facilities	P	
Schools, Public or Private	CUP (10, 11)	Section 11-31-24, Schools

Exhibit K: Prohibited Uses in the LI Zoning District

Page 2 of 7

Table 6.4.1: Employment Districts		
<i>Proposed Use</i>	<i>LI</i>	<i>Additional Use Regulations</i>
Animal Sales and Services		
Kennels	P	
Pet Stores	P	
Veterinary Services	P	
Artists' Studios	P	
Automobile/Vehicle Sales and Services		
Automobile Rentals	P	Section 11-31-5, Automobile Rentals; Automobile/Vehicle Sales and Leasing
Automobile/Vehicle Sales and Leasing	P	
Automobile/Vehicle Repair, Major	P	Section 11-31-6, Automobile/Vehicle Repair; Major and Minor
Automobile/Vehicle Service and Repair, Minor	P	
Automobile/Vehicle Washing	P	Section 11-31-7, Automobile/Vehicle Washing
Large Vehicle and Equipment Sales, Services, and Rental	P	Section 11-31-5, Automobile Rentals; Automobile/Vehicle Sales and Leasing
Service Station	SUP	Section 11-31-25, Service Stations
Towing and Impound	SUP	
Banks and Financial Institutions	P	
With Drive-Thru Facilities	P	
Banquet and Conference Centers	SUP	
Building Materials and Services	P	
Business Services	P	

Exhibit K: Prohibited Uses in the LI Zoning District
Page 3 of 7

Table 6.4.1: Employment Districts

<i>Proposed Use</i>	<i>LI</i>	<i>Additional Use Regulations</i>
Small-Scale	P (10, 12)	
Large-Scale	P (10, 12)	
Eating and Drinking Establishments		
Bars/Clubs/Lounges	P	Section 11-31-19, Outdoor Eating Areas
Coffee Shops/Cafes	P	
Restaurants, Bar and Grill	P	
Restaurants, Full-Service	P	
Restaurants, Limited Service	P	
With Drive-Thru Facilities	P	
With Outdoor Seating Areas	P (10,11)	
Off-track Betting	P (14, 15)	
With Live Entertainment	P	
Farmer's Market	--	Section 11-31-30, Temporary Uses
Food and Beverage Sales		
Convenience Market	P (1,7)	Section 11-31-11, Convenience Markets
Funeral Parlors and Mortuaries	P	
Hotels and Motels	P	
Laboratories	P	
Light Fleet-Based Services	P	
Live-Work Units	SUP (10,11)	Section 11-31-17, Live Work Units
Maintenance and Repair Services	P	
Medical Marijuana Dispensaries	P	Section 11-31-34

Exhibit K: Prohibited Uses in the LI Zoning District

Page 4 of 7

Table 6.4.1: Employment Districts		
<i>Proposed Use</i>	<i>LI</i>	<i>Additional Use Regulations</i>
Medical Marijuana Cultivation Facilities (Accessory to Medical Marijuana Dispensaries)	P	Section 11-31-34
Medical Marijuana Cultivation Facilities	P	
Offices		
Business and Professional	P	
Medical and Dental	P	
Parking, Commercial	P	
Personal Services	P	
Plant Nurseries and Garden Centers	P	
Retail Sales		
General	P	
Large Format	CUP	Section 11-31-16, Large Format Retail
Swap Meets and Flea Markets	CUP	Section 11-31-30, Temporary Uses: Swap Meets and Farmer's Markets
Tattoo and Body Piercing Parlors	P	
Employment and Industrial Use Classifications		
Cement Plants	—	
Handicraft/Custom Manufacturing	P(5)	
Hazardous Waste Facility	—	
Hazardous Waste Disposal Facility	—	
Incineration of Garbage or Organic Matter	—	
Light Assembly/Cabinetry	P(5)	
Manufacturing, General	P(5)	

Exhibit K: Prohibited Uses in the LI Zoning District
Page 5 of 7

Table 6.4.1: Employment Districts		
<i>Proposed Use</i>	<i>LI</i>	<i>Additional Use Regulations</i>
Manufacturing, Limited	P(5)	
Meat Slaughterhouse or Packing Plant	--	-
Metal Refining, Casting or Extrusion	--	-
Metal Smelting, Industrial	--	
Oil Refinery/Petroleum Distillation	--	-
Research and Development	P(5)	
Recycling Facilities		
Reverse Vending Machines	P	Section 11 31 23
Small Indoor Collection Facilities	P	Section 11 31 23
Large Collection Facilities	CUP	
Processing Facilities	--	
Salvage and Wrecking	--	
Tanneries	--	
Warehousing and Storage		
Contractors' Yards	P (9)	
Indoor Warehousing and Storage	P	
Outdoor Storage	--	
Mini-Storage	P	
Wholesale	P	
Airport Land Use Classifications		
Aircraft Refueling Stations	P	-
Aircraft Light Maintenance	P	
Airport Transit Station	P	
Airport Related Long-term Parking Lots	P	

Exhibit K: Prohibited Uses in the LI Zoning District

Page 6 of 7

Table 6.4.1: Employment Districts		
<i>Proposed Use</i>	<i>LI</i>	<i>Additional Use Regulations</i>
Heliports	SUP (13)	
Transportation, Communication, and Utilities Use Classifications		
Communication Facilities		
Antenna and Transmission Towers	See Chapter 35	
Facilities within Buildings		
Transportation Facilities		
Freight/Truck Terminals and Warehouses	P	-
Transportation Passenger Terminals	P	-
Utility Classifications		
Solar Farms	SUP	Section 11-30-15, Solar Panels and Other Energy Production Facilities
Utilities, Major	CUP	
Utilities, Minor	P	
Agricultural and Extractive Use Classification		
Mining and Quarrying	—	
Specific Accessory Uses and Facilities		
Outdoor Storage	P (5)	
Caretakers' Residences	P(10, 11)	-
Outdoor entertainment or activities as an accessory use	P(10, 11)	
Outdoor Display	P	
Portable Storage Containers	P/SUP	Section 11-30-16

1. Permitted if located within an office building or other commercial building and occupying no more than 1,500 square feet, and Accessory Fuel Sales are not present.
2. Permitted if floor area is no more than 10,000 square feet.
3. Must be at least 1,200 feet from any use in the same classification, and at least 1,200 feet from any school.

Exhibit K: Prohibited Uses in the LI Zoning District

Page 7 of 7

4. Permitted if all activities pertaining to the manufacturing or processing of the products are conducted entirely within an enclosed building, with no outside storage or display.
5. Permitted only if all activities pertaining to the manufacturing or processing of the products are conducted entirely within an enclosed building. Accessory outdoor storage permitted only if confined to the rear one-half of the lot.
6. Permitted if floor area is no more than 1,500 square feet. SUP required if greater than 1,500 sq. ft.
7. Granting of a SUP is required if Accessory Fuel Sales are present.
8. Permitted only if floor area is no more than 50,000 square feet.
9. Permitted only if fully screened by a minimum 7-foot high masonry screen wall composed of masonry blocks utilizing varying colors and textures arranged in an attractive design.
10. Use not permitted when the property is subject to the AOA 1 overflight area, See Section 11-19-2, Runway Protection Zones and Airport Overflight Area
11. Use not permitted when the property is subject to the AOA 2 overflight area, See Section 11-19-2, Runway Protection Zones and Airport Overflight Areas.
12. Use permitted with the approval of a CUP when the property is subject to the AOA 2 overflight area, See Section 11-19-2, Runway Protection Zones and Airport Overflight Areas.
13. Heliports in Employment Districts shall be set a minimum of 2 full stories above the natural grade, unless associated with a hospital.
14. Subject to approval by the City Council and the State Racing Commission of a Tele-track Betting Establishment Permit per AAC R19-2-401 and following.
15. Permitted only when accessory to a Eating or Drinking establishment.

Exhibit L: Prohibited Uses in the GC Zoning District

Page 1 of 8

The table below establishes the prohibited uses within the GC portions of Hawes Crossing. Text written in ~~strikethrough~~ font indicates the land use is prohibited. The table is not intended to show the permissible uses or the use regulations for the permitted uses in the GC district. All permitted uses must comply with the Mesa Zoning Ordinance, as may be amended from time-to-time.

Table 11-6-2: Commercial Districts		
<i>Proposed Use</i>	GC (C-3)	<i>Additional Use Regulations</i>
Residential Use Classifications		
Single Residence -Attached	CUP (1, 19, 20)	Section 11-31-31, Residential Uses in Commercial Districts
Multiple Residence	CUP/P (1, 19, 22)	
Assisted Living	--	
Group Residential		
Correctional Transitional Housing Facility	CUP (19, 20)	Sec 11-31-12, Correctional Transitional Housing Facilities
Group Home for the Handicapped (up to 10 residents)	--	Section 11-31-14, Group Homes for the Handicapped
Group Home for the Handicapped (greater than 10 residents)	--	
Group Housing	P (19, 20)	
Home Occupations	P (23)	Section 11-31-33, Home Occupations
Public and Semi-Public Use Classifications		
Clubs and Lodges	P (19, 22)	
Colleges and Trade Schools, Public or Private		
Colleges and Universities	P (21, 22)	
Commercial Trade Schools	P (21, 22)	

Exhibit L: Prohibited Uses in the GC Zoning District
Page 2 of 8

Table 11-6-2: Commercial Districts		
Proposed Use	GC (C-3)	Additional Use Regulations
Industrial Trade Schools	P (4, 21, 22)	
Community Center	P (19, 22)	
Community Gardens	P	Section 11-31-10, Community Gardens
Cultural Institutions	P (19, 22)	
Day Care Centers	P (19, 22)	
Government Offices	P	
Hospitals and Clinics		
Clinics	P (3, 19, 20)	Section 11-31-15, Hospitals and Clinics
Hospitals	P (19, 20)	
Nursing and Convalescent Homes	P (19, 20)	
Parks and Recreation Facilities, Public	P	
Places of Worship	P (19, 22)	Section 11-31-22, Places of Worship
Public Safety Facilities	P	
Schools, Public or Private	CUP (19, 20)	Section 11-31-24, Schools
Social Service Facilities	CUP (19, 22)	Section 11-31-26, Social Service Facilities
Commercial Use Classifications		
Animal Sales and Services		
Small Animal Day Care	P (4)	
Kennels	P (4)	

Exhibit L: Prohibited Uses in the GC Zoning District
Page 3 of 8

Table 11-6-2: Commercial Districts		
Proposed Use	GC (C-3)	Additional Use Regulations
Pet Stores	P (4)	
Veterinary Services	P (4)	
Artists' Studios	P	
Automobile/Vehicle Sales and Services		
Accessory Automobile Rentals	P	
Automobile Rentals	P	Section 11-31-5, Automobile Rentals; Automobile/ Vehicle Sales and Leasing
Automobile/Vehicle Sales and Leasing	P	
Automobile/Vehicle Repair, Major	P	Section 11-31-6, Automobile/ Vehicle Repair; Major and Minor
Automobile/Vehicle Service and Repair, Minor	P	
Automobile/Vehicle Washing	SUP	Section 11-31-7, Automobile/ Vehicle Washing
Large Vehicle and Equipment Sales, Services, and Rental	P	Section 11-31-5, Automobile Rentals; Automobile/ Vehicle Sales and Leasing
Service Station	SUP	Section 11-31-25, Service Stations
Banks and Financial Institutions	P	
With Drive-Thru Facilities	P	Section 11-31-18, Drive-thru Facilities
Banquet and Conference Center	P	
Building Materials and Services	P	Section 11-31-16 if GFA exceeds 25,000 sqft.
Business Services	P	
Commercial Entertainment	P (19, 22)	
Commercial Recreation		
Small-Scale	P	
Large-Scale	P	
Eating and Drinking Establishments		
Bars/Clubs/Lounges	P	
Coffee Shops/Cafes	P	

Exhibit L: Prohibited Uses in the GC Zoning District
Page 4 of 8

Table 11-6-2: Commercial Districts		
Proposed Use	GC (C-3)	Additional Use Regulations
Restaurants, Bar and Grill	P	
Restaurants, Full Service	P	
Restaurants, Limited Service	P	
With Drive-Thru Facilities	P	Section 11-31-18, Drive-thru Facilities
With Outdoor Seating Areas	P	Section 11-31-19, Outdoor Eating Areas
With Off-track Betting	P (25)	
With Live Entertainment	P (26)	
Farmer's Market	TUP/SU P (27)	Section 11-31-30, Temporary Uses: Swap Meets and Farmer's Markets
Food and Beverage Sales		
Convenience Market	P/SU P (12)	Section 11-31-11, Convenience Markets
General Market	P	Section 11-31-16 applies if GFA exceeds 25,000 sq ft.
Funeral Parlors and Mortuaries	P	
Accessory Crematorium	P	
Hotels and Motels	P (21, 22)	
Light Fleet-Based Services	P	
Live-Work Unit	SUP (19, 20)	Section 11-31-17, Live Work Units
Maintenance and Repair Services	P	
Non-chartered Financial Institutions (Payday Lenders)	CUP (10)	
Offices		
Business and Professional	P	
Medical and Dental	P	
Parking, Commercial	P	
Personal Services	P	

Exhibit L: Prohibited Uses in the GC Zoning District
Page 5 of 8

Table 11-6-2: Commercial Districts		
Proposed Use	GC (C-3)	Additional Use Regulations
Plant Nurseries and Garden Centers	P	
Retail Sales		
General	P	
Large Format	P	Section 11-31-16, Large Format Retail
Pawn Shops	CUP (10)	Section 11-31-21, Pawn Shops
Tattoo and Body Piercing Parlors	P	
Employment Use Classifications		
Handicraft/Custom Manufacturing	P	
Light Assembly/Cabinetry	P	
Research and Development	P	
Recycling Facilities		
Reverse Vending Machine	P	Section 11-31-23
Small Indoor Collection Facility	P	Section 11-31-23
Warehousing and Storage		
Mini-Storage	P	
Wholesale	CUP	
Transportation, Communication, and Utilities Use Classifications		
Communication Facilities		
Antenna and Transmission Towers	See Chapter 35	
Facilities within Buildings	See Chapter 35	
Transportation Passenger Terminals	P	
Utilities, Minor	P	
Heliports	CUP (24)	

Exhibit L: Prohibited Uses in the GC Zoning District

Page 6 of 8

Table 11-6-2: Commercial Districts		
Proposed Use	GC (C-3)	Additional Use Regulations
Specific Accessory Uses		
Caretakers' Residence	SUP	
Garden Center	P	
Outdoor entertainment or activities	SUP	
Outdoor display, not specified by other classifications	SUP	
Portable Storage Containers	P/SUP	Section 11-30-16

Notes:

1. Multi-Family Residential is permitted for density range between minimum 15 du/ac to maximum 25 du/ac., a minimum of 40% of the Gross Floor Area shall be reserved for commercial land use classifications, as otherwise permitted in the district. In all other cases, Attached Single-Family Dwellings and/or Multi-Family Residential are permitted with approval of a CUP when part of a mixed-use development, with commercial uses in the same building and/or on the same site. See Section 11-31-31, Residential Uses in Commercial Districts.
2. Permitted if occupying less than 5,000 square feet; greater floor area requires approval of an SUP.
3. A CUP is required for plasma centers and substance abuse detoxification and treatment centers; other Clinics are permitted by right.
4. Must be confined to completely enclosed, sound-attenuated facilities.
5. Permitted if located within an office building or other commercial building and occupying no more than 1,500 square feet.
6. Permitted if floor area is no more than 5,000 square feet. Special Use Permit required is floor area is greater than 5,000 square feet.
7. All activities must be conducted entirely within an enclosed building, with no outside storage or display.
8. No individual retail store may exceed an area of 10,000 square feet. No group commercial development shall exceed an aggregate area of 50,000 square feet.

Exhibit L: Prohibited Uses in the GC Zoning District

Page 7 of 8

9. May not include drive-through facilities.
10. Must be at least 1,200 feet from any use in the same classification, and at least 1,200 feet from any school.
11. Accessory Outdoor Retail Display, limited to display of landscape and building materials only, requires approval of a SUP.
12. SUP is required only if accessory fuel sales are present, otherwise use permitted by right.
13. Accessory fuel sales are not permitted in OC or MX districts.
14. Maximum size for one store is 10,000 square feet.
15. Retail and restaurant uses are limited to no more than 1,500 square feet each, and no more than 3 % of the aggregate gross floor area of the project.
16. Attached single residences shall have a minimum density of 15 dwelling units per acre in MX zones.
17. Reserved
18. Accessory crematories allowed in the LC District with approval of a SUP; accessory crematories not permitted in the MX District.
19. Use not permitted when the property is subject to the AOA 1 overflight area, see Section 11- 19-2, Runway Protection Zones and Airport Overflight Areas.
20. Use not permitted when the property is subject to the AOA 2 overflight area , see Section 11- 19-2, Runway Protection Zones and Airport Overflight Areas.
21. Use permitted with approval of a CUP when the property is subject to the AOA1 overflight area, See Section 11-19-2, Runway Protection Zones and Airport Overflight Areas.
22. Use permitted with the approval of a CUP when the property is subject to the AOA 2 overflight area, See Section 11-19-2, Runway Protection Zones and Airport Overflight Areas.
23. Home Occupations permitted as ancillary activity where and when a residence use is authorized.
24. Heliports in Commercial Districts shall be set a minimum of 2 full stories above the natural grade, unless associated with a hospital.
25. Subject to approval by the City Council and the State Racing Commission of a Tele-track Betting Establishment Permit per AAC R19-2-401 and following.
26. Permitted only when accessory to a Eating or Drinking establishment
27. Special Use Permit is required for continuation of Farmer's Market at expiration of Temporary Use Permit Period.

Exhibit L: Prohibited Uses in the GC Zoning District
Page 8 of 8

28. Temporary use of portable storage containers is permitted, but limited to the circumstances described and requirements specified in section 11-30-16.

Exhibit M: Prohibited Residential Uses

Page 1 of 6

Table 6.2.1 below indicates the land uses in the RS-6, RSL-2.5, RSL-4 and RM-5 zoning districts that are prohibited. Text written in ~~strikethrough~~ font indicates the land use is prohibited*. The table is not intended to show the permissible uses or the use regulations for the permitted uses in these districts. All permitted uses must comply with the Mesa Zoning Ordinance, as may be amended from time-to-time. References to Sections means the Mesa Zoning Ordinance sections.

*For clarity, Bed and Breakfast Inns are prohibited in the RS-6, RSL-2.5, and RSL-4 Residential Districts but are permitted in the RM-5 district subject to compliance with the regulations in the Mesa Zoning Ordinance.

Table 6.2.1: Residential Districts				
<i>Proposed Use</i>	<i>RS-6</i>	<i>RSL-2.5/ RSL-4</i>	<i>RM-5</i>	<i>Additional Use Regulations</i>
Residential Use Classifications				
Single Residence	P(13, 14)	P(13, 14)	P(12, 13, 14)	
Multiple Residence	--	--	P (15, 16)	
Assisted Living	--	--	P (13, 16)	
Day Care Group Home				
Small Day Care Group Home (up to 5)	P (13, 14)	P (13, 14)	P (13, 14)	Section 11-31-13, Day Care Group Homes
Large Day Care Group Home (6 to 10)	P (13, 14)	P (13, 14)	P (13, 14)	
Group Residential				
Boarding House	--	--	P(13, 16)	
Comprehensive Youth Residence	SUP(4, 13, 14)	--	--	Section 11-5-8, Comprehensive Youth Residence
Group Home for the Handicapped (up to 10 residents)	P (13, 14)	P (13, 14)	P (13, 14)	Section 11-31-14, Group Homes for the Handicapped
Group Home for the Handicapped (greater than 10 residents)	--	--	SUP (13, 14)	
Group Housing	--	--	SUP(2, 13, 16)	-
Home Occupations	P/SUP (17)	P	P	Section 11-31-33, Home Occupations

Exhibit M: Prohibited Residential Uses

Page 2 of 6

Table 6.2.1: Residential Districts				
<i>Proposed Use</i>	<i>RS-6</i>	<i>RSL-2.5/ RSL-4</i>	<i>RM-5</i>	<i>Additional Use Regulations</i>
Manufactured Home Parks	—	P	P(1, 13, 14)	<u>PAD Overlay Required Chapter 34, Manufactured Home/Recreational Vehicle Regulations</u>
Manufactured Home Subdivisions	P	P	P(1, 13, 14)	
Recreational Vehicle Parks	—	—	P(1, 13, 14)	
Recreational Vehicle Subdivisions	—	—	P(1, 13, 14)	
Public and Semi-Public Use Classifications				
Clubs and Lodges	--	--	SUP (9, 13, 14)	
Community Center	SUP (13, 16)	SUP (13, 16)	SUP (13, 16)	
Community Gardens	P	P	P	Section 11-31-10, Community Gardens
Cultural Institutions	P(13, 16)	P(13, 16)	P(9, 13, 16)	
Day Care Centers	SUP/P(10, 13, 14)	P(8, 13, 14)	P(13, 14)	Section 11-31-9, Commercial Uses in Residential Districts
Hospitals and Clinics				
Clinics	--	--	SUP(2, 9, 13, 14)	Section 11-31-15, Hospitals and Clinics
Hospitals	--	--	SUP(2, 9, 13, 14)	
Nursing and Convalescent Homes	--	--	SUP(9, 13, 14)	
Parks and Recreation Facilities, Public	P	P	P(9)	
Places of Worship	P(13, 16)	P(13, 16)	P(9, 13, 16)	Section 11-31-22, Places of Worship
Athletic Facilities When Accessory to a Church	SUP(13, 16)	--	SUP(9, 13, 16)	

Exhibit M: Prohibited Residential Uses

Page 3 of 6

Table 6.2.1: Residential Districts				
<i>Proposed Use</i>	<i>RS-6</i>	<i>RSL-2.5/ RSL-4</i>	<i>RM-5</i>	<i>Additional Use Regulations</i>
Day Care When Accessory to a Church	SUP(13, 16)	--	SUP(9, 13, 16)	
Schools	P(13, 14)	--	P(9, 13, 14)	Section 11-31-24, Schools
Social Services Facility	--	--	CUP (9)	Section 11-31-26, Social Service Facilities
Commercial Use Classifications				
Animal Sales and Services				
Boarding Stables	SUP(2)			RS-90 and RS-43 Only
Bed and Breakfast Inns	SUP(13, 14)	--	P(9, 15, 16)	Section 11-31-8, Bed and Breakfast Inns
Eating and Drinking Establishments				
Restaurants, Full Service	SUP(11)	SUP(11)	SUP(11)	Section 11-31-9, Commercial Uses in Residential Districts
Restaurants, Limited Service	SUP(11)	SUP(11)	SUP(11)	
Offices				
Business and Professional	SUP(10)	SUP(10)	SUP(10)	Section 11-31-9, Commercial Uses in Residential Districts
Medical and Dental	SUP(10)	SUP(10)	SUP(10)	
Personal Services	SUP(11)	--	SUP(11)	Section 11-31-9, Commercial Uses in Residential Districts
Plant Nurseries and Garden Centers	SUP(7, 13, 16)	--	--	SUP option available only in RS-43 and RS-90 districts
Retail Sales				

Exhibit M: Prohibited Residential Uses

Page 4 of 6

Table 6.2.1: Residential Districts				
<i>Proposed Use</i>	<i>RS-6</i>	<i>RSL-2.5/ RSL-4</i>	<i>RM-5</i>	<i>Additional Use Regulations</i>
General	SUP(11)	SUP(11)	SUP(11)	Section 11-31-9, Commercial Uses in Residential Districts
Recreational Vehicle Storage Yard	SUP(20)	--	--	Section 11-31-35 Storage Yards in Residential Districts
Transportation, Communications, and Utilities Use Classifications				
Utilities, Minor	P	P	P	
Specific Accessory Uses				
Animal Keeping	P(3)	--	--	Section 11-31-4, Animal Keeping
Accessory Dwelling Unit	P (13, 14)	--	P(9, 13, 14)	Section 11-31-3, Accessory Dwelling Unit
Accessory Uses	P	P	P	
Farm Stands	SUP(5)	SUP(5)	SUP(5)	RS-43 and RS-35 Only
Medical Marijuana Patient and Caregiver Cultivations	P(13, 18)	P(13, 18)	P(13, 18)	Section 11-31-34, Medical Marijuana Facilities
Portable Storage Containers	P (21, 22)	-- (22)	-- (22)	

Exhibit M: Prohibited Residential Uses

Page 5 of 6

1. Permitted in the RM-4 District only with approval of a Planned Area Development.
2. Only permitted or conditionally permitted in the RM-4 district; prohibited in the other RM sub designations.
3. Riding and boarding stables are permitted in the RS-43 and RS-90 districts with approval of a SUP on sites of 10 acres or more. Other Large-Scale Commercial Recreation uses are not permitted.
4. Comprehensive Youth Residence permitted in RS-90 district with approval of a SUP.
5. Stands are permitted for the sale of agricultural or horticultural products produced on the premises in the RS-35, RS-43 and RS-90 zoning districts with approval of a Special Use Permit. Farm stands are prohibited in the remaining RS sub-designations.
6. Reserved.
7. Plant Nurseries may be located in the RS-43 and RS-90 districts with approval of a Special Use Permits. Criteria include that specified for the AG district, Sec Section 11-4-4(C). Plant Nurseries are prohibited in the remaining RS sub-designations.
8. Day Care Centers Permitted only as an accessory activity when provided as an amenity by a homeowner's association (HOA) for the principal benefit of residents of that same HOA.
9. Not permitted in RM-5 district.
10. Permitted only with approval of a Special Use Permits, and if the location is coterminous to an intersection of an arterial street with a local or collector street, and the aggregate maximum gross floor area is less than 2,000 square feet in floor area, exclusive of any residential uses.
11. Permitted only with approval of a Special Use Permits, and if the location is coterminous to an intersection of an arterial street with a local or collector street, and the aggregate maximum gross floor area is less than 1,500 square feet in floor area, exclusive of any residential uses No drive-thru permitted.
12. Detached Single Residence is not permitted in RM-5 district.
13. Use not permitted when the property is subject to the AOA 1 overflight area, see Sec. 11- 19-2, Runway Protection Zones and Airport Overflight Areas.
14. Use not permitted when the property is subject to the AOA 2 overflight area, see Sec. 11- 19-2, Runway Protection Zones and Airport Overflight Areas.
15. Use permitted with approval of a (CUP) Council Use Permits when the property is

Exhibit M: Prohibited Residential Uses

Page 6 of 6

subject to the AOA 1 overflight area, see Sec. 11-19-2, Runway Protection Zones and Airport Overflight Areas.

16. Use permitted with the approval of a (CUP) Council Use Permits when the property is subject to the AOA 2 overflight area, see Sec. 11-19-2, Runway Protection Zones and Airport Overflight Areas.
17. Special Use Permit options for expanded Home Occupations are allowed only in the RS- 90 and RS-43 districts.
18. Required to be a minimum distance of 25-miles from closest Medical Marijuana Dispensary.
19. Reserved.
20. Also requires previous establishment of a PAD Overlay District.
21. Temporary use of portable storage containers is permitted but limited to the circumstances described and requirements specified in Section 11-30-16.
22. Permanent use of portable storage containers is limited to the RS-43 and RS-90 zoning districts.

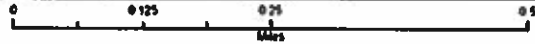
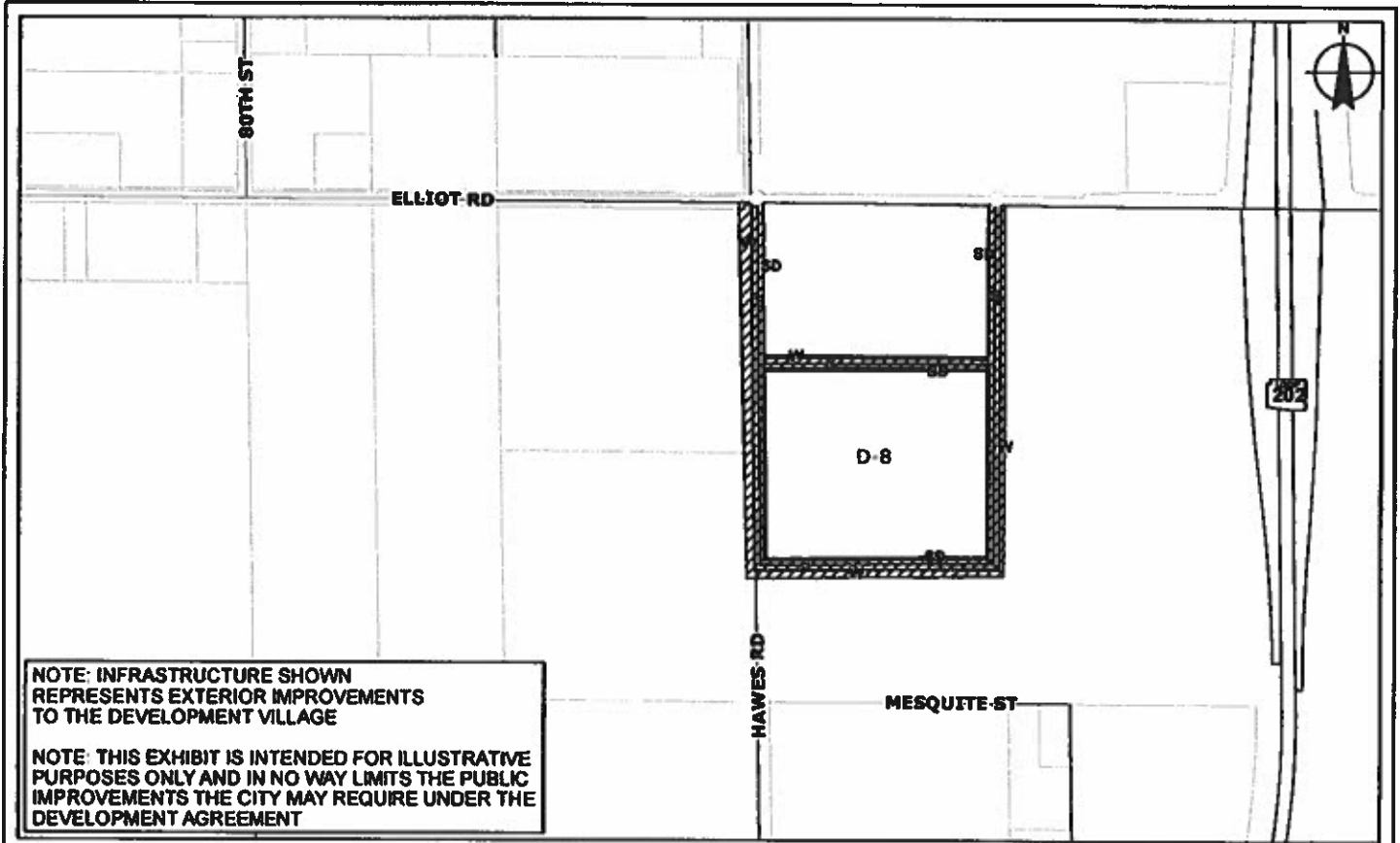
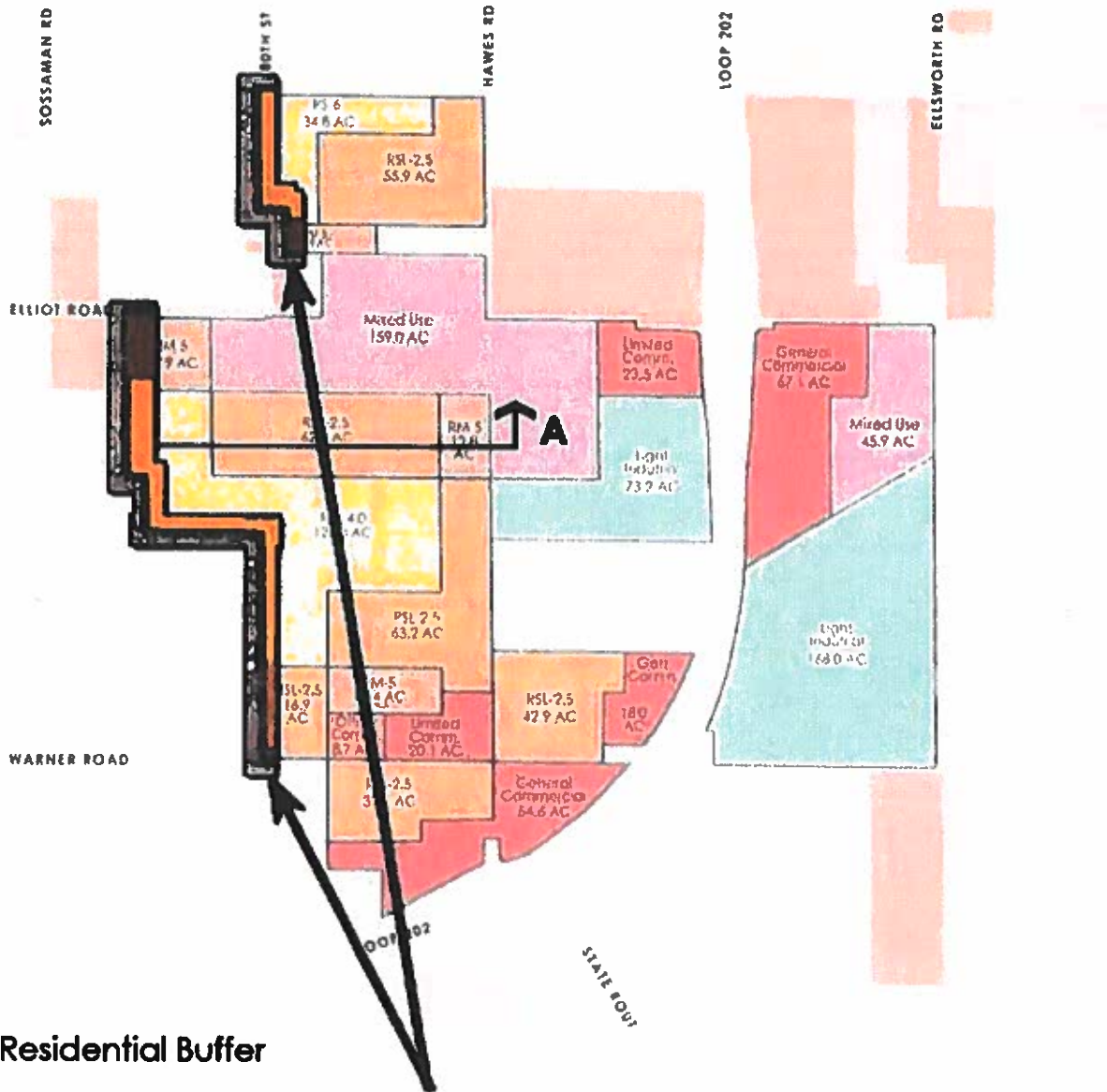


Exhibit N
Hawes Crossing Phase D-8
Offsite Improvement Exhibit

- Point of Connection
- S— Sewer Line
- W— Water Line
- SD— Storm Drain
- ▭ Phased Development Segment
- ▨ ROW Improvements

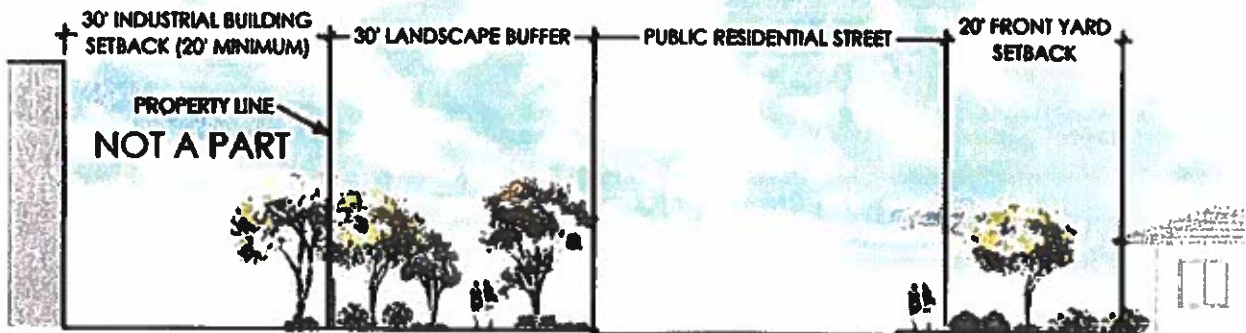
EXHIBIT O – OPEN SPACE BUFFER

PAGE 1 OF 2



Residential Buffer

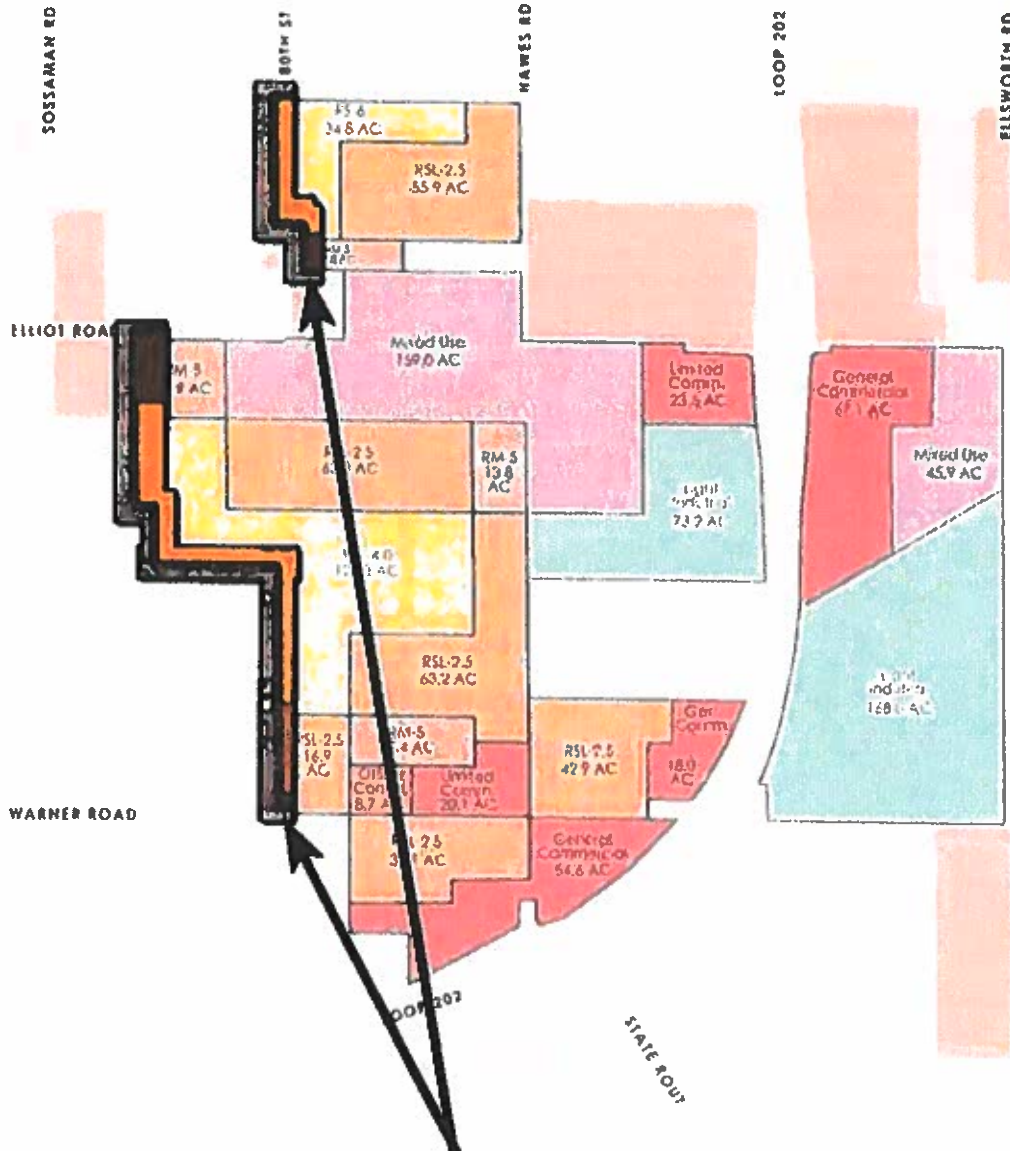
Residential Buffer Plan Adjacent to Industrial



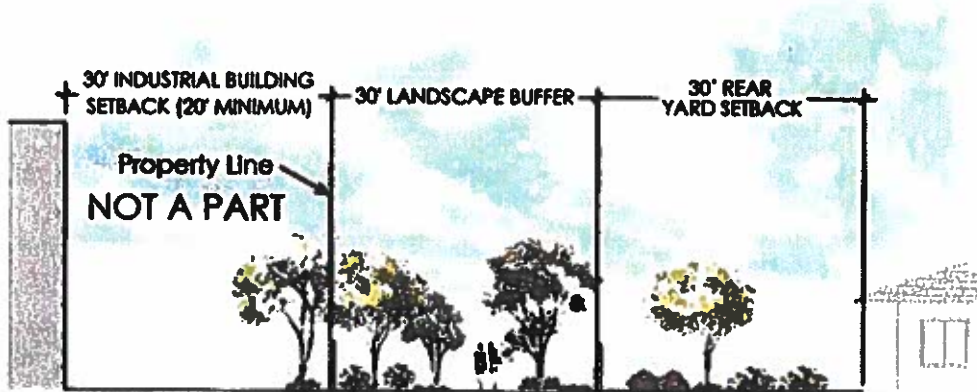
Section A - Front Yard Residential Buffer Section Adjacent to Industrial

Residential Buffer Adjacent to Industrial & Trail Section

EXHIBIT O – OPEN SPACE BUFFER
PAGE 2 OF 2



Residential Buffer Plan Adjacent to Industrial



Section B - Rear Yard Residential Buffer Section Adjacent to Industrial

Residential Buffer Adjacent to Industrial & Trail Section