



AMENDED AGENDA

Regular and Possible Executive Session Queen Creek Town Council

Community Chambers, 20727 E. Civic Parkway

February 21, 2018

7:00 PM

Public Hearings will not be held prior to 7:00 p.m.

Pursuant to ARS 38-431.02, notice is hereby given to the members of the Town Council and to the general public that, at this Regular Meeting, the Town Council may vote to go into Executive Session, which will not be open to the public, for legal advice and discussion with the Town Attorney(s) for legal advice on any item listed on the following agenda, pursuant to ARS 38-431-03(A)(3). An Executive Session may be called at any time during the Council Meeting.

1. **Call to Order:**

2. **Roll Call:** (one or more members of the Council may participate by telephone)

3. **Pledge of Allegiance:**

4. **Invocation/Moment of Silence:**

5. **Consent Agenda:** Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Members of the Council and or staff may comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration. (Items that the Council wishes to discuss may be considered under #11).

- A. Consideration and possible approval of Special Event Liquor License for the Queen Creek Block Party in Town Center on March 3, 2018.
- B. Consideration and possible approval of an Extension of Premises Permit Application submitted by Randy Nations on behalf of TC's Pub & Grub, 7205 S. Power Rd., #110 (Power Marketplace) for a St. Patrick's Day Celebration to be held March 17-18, 2018. (Liquor License #12079212)
- C. Consideration and possible approval of Resolution 1184-18, 1185-18 and 1186-18 ratifying the Pre-Annexation Development Agreements between the Town and Corporation of the Presiding Bishop of Church of Latter Day Saints, Fulton Homes, and CBDG Ironwood, respectively; and Resolution 1183-18 ratifying the first amendment to Pre-Annexation Development Agreement between the Town and AMERCO Real Estate Company.

Queen Creek Town Council

February 21, 2018

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- 6. Public Hearings Consent Agenda:** Prior to consideration of the Public Hearings Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration.

- A. Public Hearing and Possible Action on "RZ16-045 and Ordinance 621-16 Malone Place Planned Area Development (PAD) Scrivener's Error Correction", a request by staff to correct a scrivener's error by adding C-2/PAD to the Staff Reports and correcting Ordinance 621-16. The original case included approximately 377 acres generally located at the southeast corner of Signal Butte Road and Queen Creek Road.

- 7. Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**

- A. State of the Town Address

- 8. Adjournment**

Pursuant to ARS 38-431.02 notice is hereby given to the members of the Queen Creek Town Council and to general public that the Queen Creek Town Council will hold a meeting open to the public as set forth above.

I, Jennifer Robinson, do hereby certify that I caused to be posted this 20th day of February 2018 the Amended Agenda for the February 21, 2018 Regular and Possible Executive Session of the Queen Creek Town Council in the following places: 1) Queen Creek Town Hall; 2) Queen Creek Library; 3) Queen Creek Community Center bulletin board.

Jennifer F. Robinson, MMC

The Town of Queen Creek encourages the participation of disabled individuals in the services, activities, and programs provided by the Town. Individuals with disabilities who require reasonable accommodations in order to participate should contact the Town Clerk's office at (480) 358-3000.



Requesting Department

Marketing, Communications &
Recreation Svcs

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: MARNIE SCHUBERT, COMMUNICATIONS, MARKETING,
RECREATION DIRECTOR AND ADAM ROBINSON, RECREATION
SUPERINTENDENT

RE: Consideration and possible approval of Special Event Liquor
License for the Queen Creek Block Party in Town Center on
March 3, 2018.

DATE: February 21, 2018

Staff Recommendation:

Staff recommends approval of the Special Event Liquor License (Series 15) for the Queen Creek Block Party scheduled at Ellsworth Road in Town Center on March 3, 2018.

Proposed Motion:

Move to approve the Special Event Liquor License for the Queen Creek Block Party on March 3, 2018 at Ellsworth Road in Town Center, 21802 S. Ellsworth Road, Queen Creek, AZ 85142.

Discussion:

The Queen Creek Block Party is a Town of Queen Creek event in which production is contracted out to Levitate Agency, a private event production firm.

Friends of Horseshoe Park (FOHP) is applying for a Series 15 Special Event Liquor License from the State of Arizona that will allow them and the event production company, Levitate Agency, to sell and serve alcohol at the Queen Creek Block Party on March 3, 2018 at Ellsworth Road in Town Center, 21802 S. Ellsworth Road, Queen Creek, AZ 85142. Friends of Horseshoe Park will receive 25% of all alcohol sales from the event. Friends of Horseshoe Park held the special event license for this event in 2015 and 2016.

Friends of Horseshoe Park is incorporated in the State of Arizona and recognized as a 501(c)3 charitable organization by the IRS. They are dedicated to supporting the Town of Queen Creek's Horseshoe Park and Equestrian Centre (HPEC) and promoting the rural heritage of Queen Creek. The Friends of Horseshoe Park provide volunteer

support for HPEC events and ongoing upkeep, as well as helping host the annual Roots N' Boots Queen Creek event. Their goals include hosting low-priced, family equestrian events to generate funds to invest back into HPEC.

The Department of Liquor Licenses and Control (DLLC) Series 15 license is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. The applicant for a special event license must request a special event application from the department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval. If the application is approved by the local authority, and the event meets the requirements for granting the license, the director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross liquor sales revenues of the special event(s).

The Queen Creek Block Party is a celebration of Town Center and the Queen Creek community. The event will feature sport themed activities (i.e., basketball, soccer, volleyball, etc.), vendors, food vendors, stage entertainment and more. This year's highlight includes an opportunity for the community to showcase their favorite sports team (local and national) in our Community Fan Zones. Community Fan Zones will compete for the Most Team Spirit and share their pride for their favorite teams with their neighbors.

On Monday, January 22, Levitate Agency met with town staff including MCSO, Fire, and Traffic to review the special event permit application. Below are the beer garden and traffic/security details that were reviewed at the special event permit review meeting:

Beer Garden/Community Fan Zone Details:

- Alcohol will be sold from noon-5:45 p.m. in the enclosed special event areas located within the event site.
- Within the event area, there will be three enclosed/fenced in Community Fan Zones.
 - One serving station per Community Fan Zone will be located in the enclosed area.
 - Each Community Fan Zone area will have one entrance/exit.
- Within the event area, there will be a separate enclosed/fence 60x60 beer

garden.

- One serving station will be located within the beer garden.
- The beer garden will have one entrance/exit.
- Participants of all ages will be allowed to enter the beer garden and Community Fan Zone areas; security will ID and wristband those 21 and over who wish to consume alcohol.
- TIPS trained staff will be serving/volunteering in the Beer Garden and Community Fan Zone area.
- The entrances/exits will have signage indicating 'No Alcohol beyond this point', as well as 'Entrance' and 'Exit' signage.
- MCSO and contracted security will provide security inside the beer garden area and Community Fan Zone through roaming patrol to ensure that attendees who are under 21 are not consuming alcohol at the event and that those who are over 21 are not bringing alcohol out of the designated areas.

MCSO

- SECURITY:
 - MCSO will schedule six deputies to roam the inside the event from noon-6 p.m.
- TRAFFIC:
 - MCSO will schedule two deputies to monitor traffic from noon-6 p.m. on Ellsworth Loop Road/Maya and Ellsworth Loop Road/Victoria.
 - MCSO will schedule two deputies from 5 a.m.-11 p.m. for the following road closures: Ellsworth Road/Ocotillo, Ellsworth Road/Maya
 - Water Barriers will be placed in the following locations to assist with traffic control: Ellsworth Road/Victoria, Ellsworth Road/Heritage, Ellsworth Road/Rittenhouse. The barriers will be placed in any open perimeter area alongside the bollards that are already in place.
 - MCSO will schedule additional posse members to assist with traffic as needed.

Contracted Security

- Levitate will hire 10 private security guards that will be positioned as follows:
 - Community Fan Zone (1) - 2 Private Security Personnel
 - Community Fan Zone (2) - 2 Private Security Personnel

- Community Fan Zone (3) - 2 Private Security Personnel
- Beer Garden - 2 Private Security Personnel
- Event Roamers - 2 Private Security Personnel
- Contracted Security will serve as Identification Verification staff (IDV's) scanning id's to ensure anyone purchasing and/or consuming alcohol are twenty-one and over.
- Security will ID and wristband those 21+ wishing to enter the enclosed beer garden/Community Fan Zone areas.
- The serving staff will consist of TIPS trained serving staff/volunteers.

Town staff, Levitate, Professional Security, and MCSO will have radio communications amongst each other during the event. This will ensure a quick response to any incidents.

Levitate and/or Friends of Horseshoe Park will be required to purchase their own liquor liability insurance and name the Town as additionally insured.

Fiscal Impact:

No fiscal impact to the Town beyond the previously approved Ellsworth Road Queen Creek Block Party budget from the Town Center Funds. The sale of alcohol does create the potential for higher revenues for the Town.

Alternatives:

The Town Council could choose not to approve the Special Event Liquor License. Should the request for a Special Event Liquor License not be approved, the event would lose out on revenues from sales.

Attachment(s):

QCBP Liquor License Application



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 12).

SECTION 1 Name of Organization: Friends of Horseshoe Park DBA Roots N Boots Queen Creek

Name of Licensed Contractor only (if any): _____

SECTION 2 Non-Profit/IRS Tax Exempt Number: 27-2482871

SECTION 3 Event Location: Town of Queen Creek

Event Address: 21802 S Ellsworth Rd, Queen Creek, AZ 85142

SECTION 4 Applicant must be a member of the qualifying organization and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Crooks Karen M 10/16/1957

Last First Middle Date of Birth

2. Applicant's mailing address: 19911 E San Tan Blvd Queen Creek AZ 85142

Street City State Zip

3. Applicant's home/cell phone: (602) 499-3348 Applicant's business phone: (____) _____

4. Applicant's email address: qccrooks@hotmail.com

I, (Print Full Name) Karen Crooks declare that I am the APPLICANT filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

x Karen Crooks Alcohol Director 2-5-18 602-499-3348

Signature Title/Position Date Phone Number

The foregoing instrument was acknowledged before me this 6th February 2018

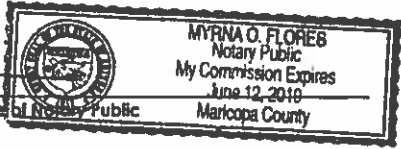
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: June 12, 2019

Date

[Signature]
Signature of Notary Public



Attachment: QCBP Liquor License Application (Block Party Liquor License App)

SECTION 7 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 8

What is the purpose of this event? On-site consumption Off-site (auction/wine/distilled spirits pull) Both

SECTION 9

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)
2. How many special event days have been issued to this organization during the calendar year? 1
(The number cannot exceed 10 days per year.)
3. Is the organization using the services of a promoter or other person to manage the sale or service of alcohol? Yes No
(If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name	Town of Queen Creek	Percentage:	75%	
Address	21802 S Ellsworth Rd, Queen Creek,		AZ	85142
Name	Friends of Horseshoe Park	Percentage:	25%	
Address	PO Box 1062 Queen Creek		AZ	85142
	Street		City	State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

5. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)
6 Number of Police 12 Number of Security Personnel Fencing Barriers

Explanation: _____

Attachment: QCBP Liquor License Application (Block Party Liquor License App)

SECTION 10 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days. See A.R.S. § 4-244(15) and (17) for legal hours of service.

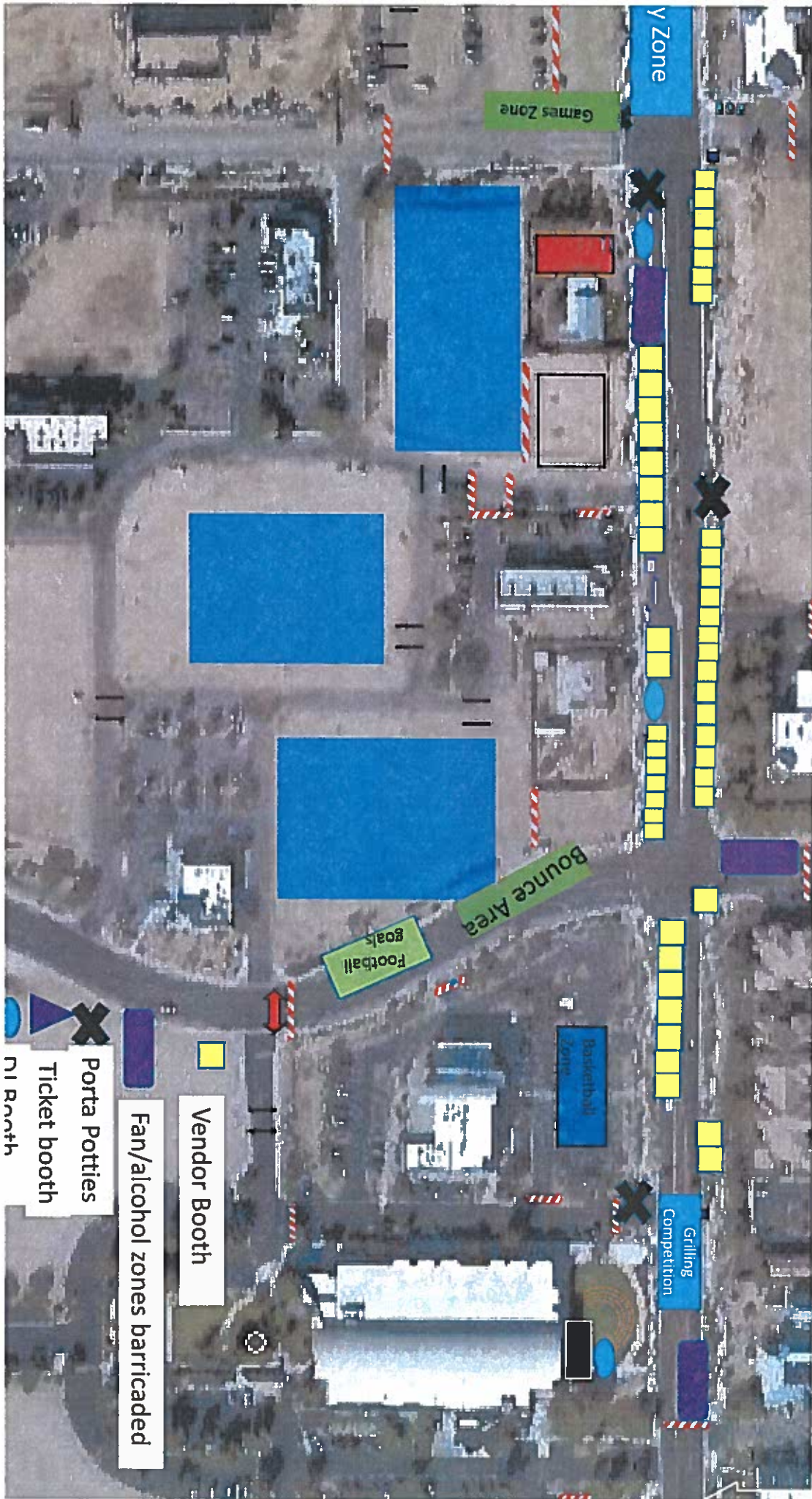
PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	3-3-2018	Sat	12 pm	6 pm
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

Attachment: QCBP Liquor License Application (Block Party Liquor License App)





Requesting Department

Town Clerk

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: JENNIFER ROBINSON, TOWN CLERK

RE: Consideration and possible approval of an Extension of Premises Permit Application submitted by Randy Nations on behalf of TC's Pub & Grub, 7205 S. Power Rd., #110 (Power Marketplace) for a St. Patrick's Day Celebration to be held March 17-18, 2017. (Liquor License #12079212)

DATE: February 21, 2018

Staff Recommendation:

Staff recommends that the Town Council consider a recommendation of approval based on the application.

Proposed Motion:

Motion to forward a recommendation of approval to the Arizona Department of Liquor License and Control of the Extension of Premises/Patio Permit application for a St. Patrick's Day event to be held March 17-18, 2018 as submitted by Randy Nations.

Discussion:

The Town Clerk's Office received an Extension of Premises/Patio Permit application January 25, 2018. The request is for a two-day to be held March 17-18, 2018. The application has been forwarded to MCSO for review.

The purpose of the Extension of Premises/Patio Permit is to allow the sale/serving of alcohol in the additional area outside of the restaurant as shown on the application. The restaurant is currently licensed to serve alcohol within the premises of the restaurant.

If Council recommends the Extension of Premises/Patio permit for approval, the application will then be submitted by the applicant to the Department of Liquor Licenses & Control for issuance.

Fiscal Impact:

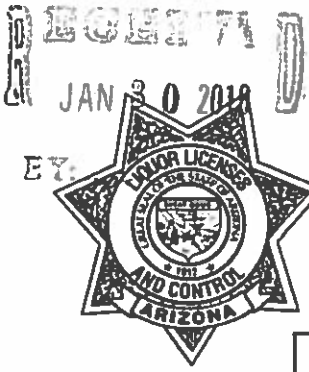
N/A

Alternatives:

Council could elect to forward a recommendation for denial which is not binding on the Department of Liquor Licenses & Control.

Attachment(s):

02-21-18 TC's Pub



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azllquor.gov
(602) 542-5141

DLIC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

Notice: Allow 30-45 days to process permanent change of premises

Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

Temporary change (No Fee) for date(s) of: 3/17/18 through 3/18/18 list specific purpose for change:

ST PATRICKS DAY

1. Licensee's Name: NATIONS RANDY D. License#: 12079212
2. Mailing address: PO BOX 2502 CHANDLER AZ 85244
3. Business Name: TC'S PUB & GRUB
4. Business Address: 7205 S POWER RD #110 QUEEN CREEK AZ 85242
5. Email Address: amynations@azlic.com
6. Business Phone Number: (480)988-0313 Contact Phone Number: (480)730-2675

7. Is extension of premises/patio complete?
N/A Yes No If no, what is your estimated completion date? 3/17/18

8. Do you understand Arizona Liquor Laws and Regulations?
Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
Yes No

10. Have you received approved Liquor Law Training?
Yes No

11. What security precautions will be taken to prevent liquor violation s in the extended area? THE EXTENDED AREA WILL BE SURROUNDED BY FENCING AND 2 OFF DUTY SHERIFFS AND 3 SECURITY GUARDS WILL BE ROAMING.

12. IMPORTANT: Attach the revised floor plan, clearly depicting your licensed premises along with the new extended are outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept th application.

Attachment: 02-21-18 TC's Pub - Extension of Premises

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

Approval Disapproval by DLLC: _____ Date: ___/___/___


Notary

I, (Signature) Randy D Nations, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

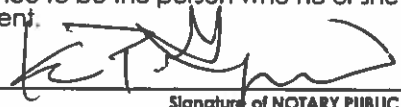
State of Arizona
 County of Maricopa

On this 22 Day of January, 2018 before me personally appeared RANDY D. NATIONS
(Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



Kevin P Grojean
 Notary Public
 Maricopa County, Arizona
 My Comm. Expires 08-24-21



 Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

Approval Disapproval

Authorized Signature Title Agency Date

DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ___/___/___

Director Signature required for Disapprovals: _____ Date: ___/___/___

Attachment: 02-21-18 TC's Pub (TC's Pub & Grub - Extension of Premises)

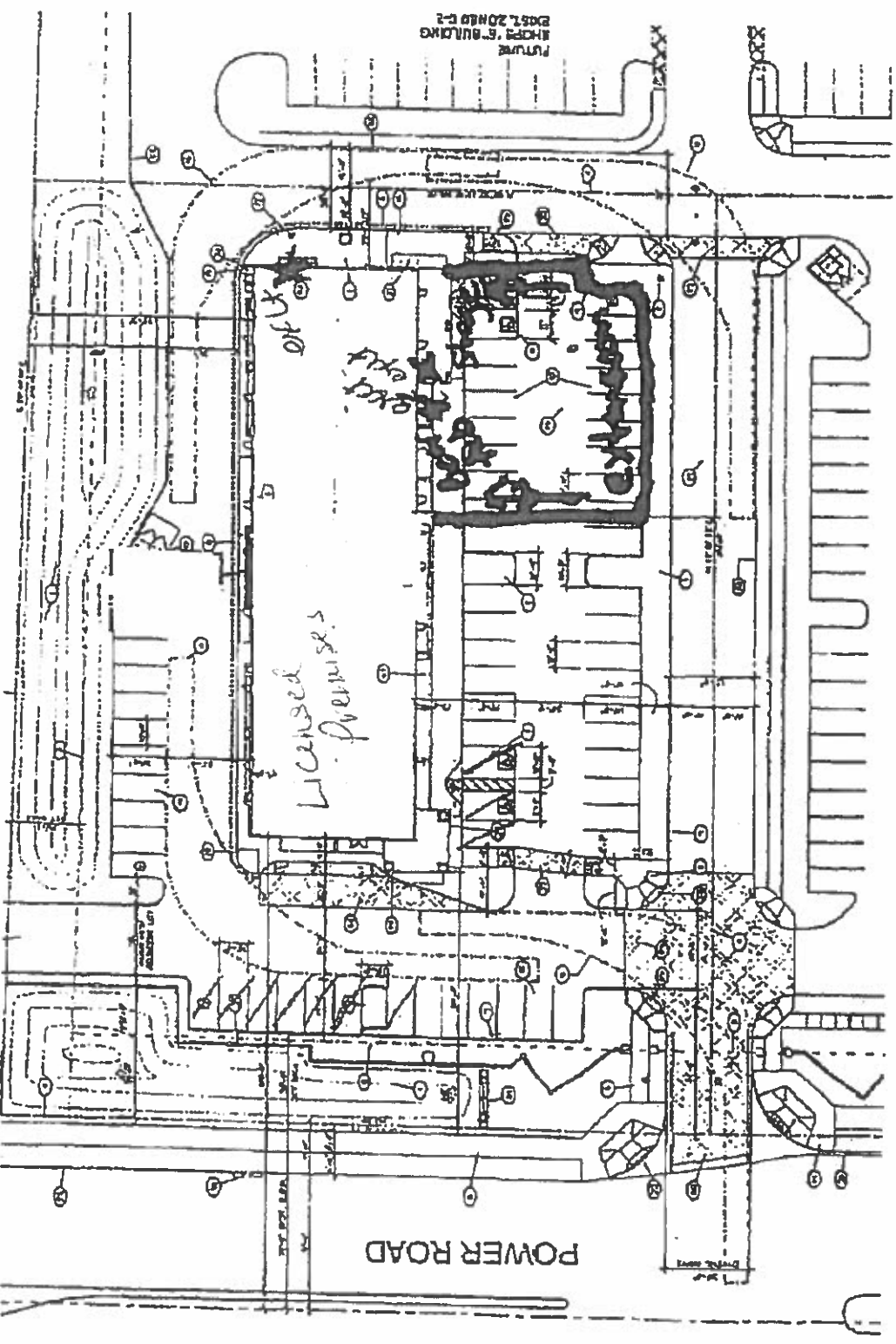
1. The proposed building is a two-story structure with a total area of approximately 10,000 square feet. The building is located on a lot that is zoned for commercial use. The building is proposed to be constructed on a lot that is currently vacant. The building is proposed to be constructed on a lot that is currently vacant. The building is proposed to be constructed on a lot that is currently vacant.

2. The proposed building is a two-story structure with a total area of approximately 10,000 square feet. The building is located on a lot that is zoned for commercial use. The building is proposed to be constructed on a lot that is currently vacant. The building is proposed to be constructed on a lot that is currently vacant. The building is proposed to be constructed on a lot that is currently vacant.

3. The proposed building is a two-story structure with a total area of approximately 10,000 square feet. The building is located on a lot that is zoned for commercial use. The building is proposed to be constructed on a lot that is currently vacant. The building is proposed to be constructed on a lot that is currently vacant. The building is proposed to be constructed on a lot that is currently vacant.

4. The proposed building is a two-story structure with a total area of approximately 10,000 square feet. The building is located on a lot that is zoned for commercial use. The building is proposed to be constructed on a lot that is currently vacant. The building is proposed to be constructed on a lot that is currently vacant. The building is proposed to be constructed on a lot that is currently vacant.

5. The proposed building is a two-story structure with a total area of approximately 10,000 square feet. The building is located on a lot that is zoned for commercial use. The building is proposed to be constructed on a lot that is currently vacant. The building is proposed to be constructed on a lot that is currently vacant. The building is proposed to be constructed on a lot that is currently vacant.



FUTURE SHOPPING CENTER PAD BUILDING EXIST. ZONED C-2



SITE PLAN



Requesting Department

Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: CHRIS ANARADIAN, DEVELOPMENT SERVICES DIRECTOR

RE: Consideration and possible approval of Resolution 1184-18, 1185-18 and 1186-18 ratifying the Pre-Annexation Development Agreements between the Town and Corporation of the Presiding Bishop of Church of Latter Day Saints, Fulton Homes, and CBDG Ironwood, respectively; and Resolution 1183-18 ratifying the first amendment to Pre-Annexation Development Agreement between the Town and AMERCO Real Estate Company.

DATE: February 21, 2018

Staff Recommendation:

Staff recommends approval of Resolution 1184-18, 1185-18 and 1186-18 ratifying the Pre-Annexation Development Agreements between the Town and Corporation of the Presiding Bishop of Church of Latter Day Saints, Fulton Homes, and CBDG Ironwood, respectively; and Resolution 1183-18 ratifying the first amendment to Pre-Annexation Development Agreement between the Town and AMERCO Real Estate Company.

Relevant Council Goal(s):



Effective Government: KRA Financial Sustainability



Secure future: KRA Environment; Land Use & Economic Development



Superior Infrastructure: KRA Capital Improvement Program

Proposed Motion:

Move to approve Resolution 1184-18, 1185-18 and 1186-18 ratifying the Pre-Annexation Development Agreements between the Town and Corporation of the Presiding Bishop of Church of Latter Day Saints, Fulton Homes, and CBDG Ironwood, respectively; and Resolution 1183-18 ratifying the first amendment to Pre-Annexation Development Agreement between the Town and AMERCO Real Estate Company

Discussion:

Arizona Revised Statute § 9-500.05 authorizes the Town to enter into pre-annexation development agreements relating to property outside the Town of Queen Creek. These regulations ratify, to the extent necessary under State Law, the Mayor and Town Council's approval actions from the regularly scheduled, agendaized and noticed council meeting on February 7, 2018.

Fiscal Impact:

These supporting resolutions have no additional fiscal impact to the Town.

Alternatives:

1. Direct staff to move the approval of these supporting resolutions to a future council meeting.

Attachment(s):

1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS
2. Resolution 1185-18 Fulton Homes Ironwood Crossing
3. Resolution 1186-18 CBDG Ironwood
4. Resolution 1183-18 Amerco Amendment 1

RESOLUTION 1184-18

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING PURSUANT TO A.R.S. § 9-500-.05, THE PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND CORPORATION OF PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS FOR THE ± 530 ACRE PARCEL LOCATED AT THE NORTHEAST CORNER OF IRONWOOD AND PIMA ROADS.

WHEREAS, A.R.S. § 9-500.05 authorizes the Town to enter into pre-annexation development agreements relating to property outside the Town of Queen Creek; and,

WHEREAS, the pre-annexation development agreement between the Town and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints is in the best interest of the Town; and,

WHEREAS, the pre-annexation development agreement was approved by the Mayor and Common Council of the Town of Queen Creek at its regularly scheduled, agendized and noticed council meeting on February 7, 2018, which action is, to the extent necessary, ratified hereby.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1: That the Pre-Annexation Development Agreement between the Town of Queen Creek and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints attached hereto as exhibit "A" and incorporated herein by reference, is hereby approved and adopted as presented.

Section 2: That the Town Mayor, Town Manager, Town Clerk and Town Attorney. As appropriate, are hereby further authorized and directed to sign the pre-annexation development agreement and execute all other documents and instruments and to take such actions as necessary or appropriate to consummate the transactions contemplated by this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 21st day of February 2018.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright, PLLC
Attorneys for the Town

Attachment: 1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS (PADA resolutions)

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**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS**

When Recorded mail to:

**Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142**

DATE/TIME: 02/13/2018 1302
FEE: \$13.00
PAGES: 17
FEE NUMBER: 2018-010603



(The above space reserved for recording information)

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT CORP. OF PRESIDING BISHOP

DOCUMENT TITLE

**DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE
CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE
PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNT RECORDER'S OFFICE.**

Attachment: 1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS (PADA resolutions)

When Recorded, Return To:

Town of Queen Creek
 Attn: Town Clerk
 22350 S. Ellsworth Road
 Queen Creek, Arizona 85142

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

This PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into this 7 day of February 2018, by and between the Town of Queen Creek an Arizona municipal corporation (the "Town") acting by and through the Mayor and Town Council (the "Council") and Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (the "Owner"). The Town and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

Recitals:

A. Owner owns approximately five hundred and thirty (530) acres of real property at the northwest corner of Ironwood and Pima Roads, in the unincorporated area of Pinal County, as more particularly described on Exhibit "A" and generally depicted on Exhibit "B", attached hereto and incorporated herein by reference (the "Property").

B. Town and Owner desire that the Property be annexed into the corporate limits of the Town (the "Annexation").

C. The Annexation of the Property consistent with this Agreement will operate to the benefit of the Town, Owner and the general public. The Annexation of the Property will allow the Town to provide for and ensure orderly and quality growth in the Town consistent with the Town's General Plan.

D. Under its existing capital improvement programs and recognizing the development patterns emerging in the vicinity of the Property, the Town is analyzing concept plans and timing for the improvement of roadway, sewer and water utility line extensions in certain portions of Germann, Meridian and Pima Roads to provide for improved access and delivery of utility services to the Property.

E. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of and entered into pursuant to the terms of Arizona Revised Statutes § 9-500.05, to facilitate the proper municipal zoning designation of the Property by providing for, among other things, the requirements related to infrastructure improvements and other matters with respect to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Annexation, Effective Date and Term.

1.1. Annexation. The Town will prepare the Petition for Annexation that complies with the applicable statutory requirements (the “**Annexation Petition**”) and Owner will execute and return the Annexation Petition to the Town. . As soon as practical and consistent with the legal requirements for Annexation, the Town shall comply with the provisions of Arizona Revised Statutes § 9-471 et seq. and, if determined to be in the best interest of the Town, adopt a final ordinance annexing the Property into the corporate limits of the Town (the “**Annexation Ordinance**”). The Town’s expectation is that if the Annexation Ordinance is adopted by the Town Council, it will become effective prior to June 1, 2018.

1.2. Effective Date. This Agreement will not become effective, and no party will have any obligation under this Agreement unless each of the following occurs: (1) this Agreement is executed by all Parties; (2) this Agreement is recorded as required by Arizona Revised Statutes § 9-500.05(D), and (3) the Annexation Ordinance becomes final and effective. The date on which all of the foregoing items have been completed is the “**Effective Date**” of this Agreement. If a valid legal challenge is properly made to the status of this Agreement or the Annexation, this Agreement and/or the Annexation will become effective after resolution of such challenge in favor of the Town.

1.3. Zoning upon Annexation. Pursuant to Arizona Revised Statutes § 9-471(L), the Town has determined that the initial zoning for the Property shall be General Rural Development R1-54, which shall be included within the Annexation Ordinance.

1.4. No Default. Any delay relative to the Effective Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the Town will not be deemed a default by the Town.

1.5. Duration. This Agreement will automatically terminate on the tenth (10th) anniversary of the Effective Date, unless this Agreement is rescinded or terminated earlier as provided for herein. However, if any part of the Property is still subject to this Agreement ten (10) years after the Effective Date of this Agreement, this Agreement shall automatically extend without the necessity of any notice, agreement, or recording by or between the Parties an additional ten (10) years, for a total of twenty (20) years, at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the Parties.

2. Zoning. The Town will initiate, at no cost to the Owner, the zoning process, including neighborhood meeting and public hearings to change the Town's initial zoning of the Property from General Rural Development R1-54 to Urban Development R1-5 and General Commercial C-2 consistent with the "2018 Town of Queen Creek General Plan". The timing for approval of the zoning change shall be structured to coincide as closely as possible and as legally required with the ratification by the Town's electorate of the "2018 Town of Queen Creek General Plan" on May 15, 2018.

3. Utility Extension and Connection. Sewer and water utilities of sufficient size and design to provide service to the Property will be extended by the Town (or by land developers if and as required by the Town) in the vicinity of the Property. The approximate locations of the utility services connections are generally depicted on the Conceptual Utility Plan Exhibit "C" attached hereto and incorporated herein by this reference. The Town's current projections indicate that these utility services will be available to the Property by approximately June of 2019. Owner and its successors shall have the right to connect to these sewer and water utilities without payment to the Town, other governmental entities or to third party land developers of a buy-in or reimbursement fee.

4. Arterial Roadway Improvements. Town recognizes that the improvement of Meridian, Pima and Germann Roads perimetering the Property to the full and complete Town Development Standards is not the sole obligation of the Owner (or its successors) to accomplish. The Town and Owner (including its successors) each share in the cost and burden of such arterial roadway improvements. The Town and Owner agree that Exhibit "D" attached hereto and incorporated herein by this reference accurately describes the proportionate share of Owner's and its successor's responsibility for such roadway and traffic signal improvements. Owner agrees to dedicate title or easements (whichever is required as reasonably determined by the Town) for the necessary right-of-way for the Town, Pinal or Maricopa Counties and/or any unrelated third party developer to accomplish the Town's proportionate share of roadway improvements as contemplated in this Section 4. The Town's current projections indicate that the Town's portion of arterial roadway improvements will be completed by approximately March of 2020.

5. Municipal Services. Upon the Effective Date, the Town shall include the Property in any and all Town service areas and provide the Property, as described in this Agreement, with water services, sewer services, fire and medical services, police protection services, refuse collection services, and all other services provided by the

Town, in a manner comparable to those services provided to all landowners and occupants of the Town.

6. General Provisions.

6.1. Cooperation. The Town and Owner hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

6.2. Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

6.3. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511.

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

If to the Town: Town of Queen Creek
22358 S Ellsworth Road
Queen Cree, AZ 85142
Attention: Development Services

The Owner: Corporation of the Presiding Bishop of The Church of Jesus
Christ of Latter-day Saints
c/o Property Reserve, Inc.
Attn: Director of Land Portfolio
51 S. Main Street, Suite 301
Salt Lake City, UT 84111

With Copy To: Kirton McConkie
Attn: Robert C. Hyde or Jessica Rancie
50 E. South Temple Street, 4th Floor
Salt Lake City, UT 84111

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be

Attachment: 1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS (PADA resolutions)

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

6.5. Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Pinal County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

6.6. Successors and Assigns. The rights established under this Agreement are not personal rights but attach to and run with the Property. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to Arizona Revised Statutes § 9-500.05(D).

6.7. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

6.8. Attorney's Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its reasonable costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

6.9. Limited Severability. The Town and Owner each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the Town to do any act in violation of any applicable ordinance, rules, regulations, permit requirements, development fees and other official policies of the Town), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall 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 or 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.

6.10. Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

6.11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

6.12. Recordation of Agreement. This Agreement shall be recorded in the Pinal County Recorder's Office within ten (10) days after its approval and execution by the Town.

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

6.14. Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

6.15. Heading; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

6.16. Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism ("**Force Majeure Event**").

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

6.18. 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 run until the end of the next 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. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

6.19. Amendment. No amendments are to be made to this Agreement except by written documents executed by the Town and Owner. Within ten (10) days after the execution of the amendment by the Parties thereto, the amendment shall be recorded by the Town with the Pinal County Recorder, Pinal County, Arizona.

6.20. Assignment. This Agreement may be assigned by Owner to any successor in interest to the Property (or any portion thereof) without the consent of Town.

6.21. Proposition 207 Waiver. By executing this Agreement, Owner, on behalf of itself and any successors-in-interest to all or any portion of the Property hereby waives any right to claim diminution in value or claim for just compensation for diminution in value under Arizona Revised Statutes § 12-1134, et seq. arising out of any Town action permitted or required to be taken by the Town pursuant to this Agreement. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under Arizona Revised Statutes § 12-1134, et seq. as it exists or may be enacted in the future or that may be amended from time to time with regard to the Property or with regard to Town actions permitted or required to be taken by the Town pursuant to this Agreement. In connection therewith, upon the request of the Town, Owner shall promptly execute and deliver to the Town, any and all such reasonable waivers of rights under Proposition 207 which may be reasonably requested by the Town consistent with this Agreement in order to more fully evidence the waiver set forth herein. Owner agrees to indemnify, hold harmless and defend the Town, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from Owner seeking potential compensation, damages, attorney's fees or costs under Arizona Revised Statutes § 12-1134, et seq. that it may have, solely as a result of this Agreement, now or in the future.

6.22. No Boycott of Israel. Owner certifies pursuant to Arizona Revised Statutes § 35-393.01 that it is not currently engaged in, and for the term of this Agreement will not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written above.

TOWN OF QUEEN CREEK, an Arizona municipal corporation

Gail Barney
Gail Barney, Mayor

2/7/18
Date

ATTEST:

APPROVED AS TO FORM:

Jennifer Robinson
Jennifer Robinson, Town Clerk

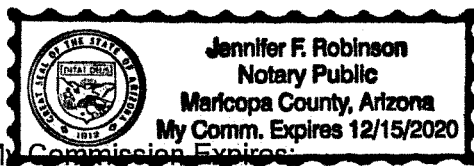
John Kross
John Kross, Town Manager

STATE OF ARIZONA)
 MARICOPA) ss.
COUNTY OF ~~PINAL~~)

The foregoing Pre-Annexation and Development was acknowledged before me this 7th day of February 2018, by John Kross, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jennifer Robinson
Notary Public



My Commission Expires: _____

Attachment: 1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS (PADA resolutions)

OWNER:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day
Saints, a Utah corporation sole

Ampl *in*
By: *Ashley Powell*

Its: *Authorized Agent*

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing Pre-Annexation and Development Agreement was acknowledged before me this 5th day of FEBRUARY, 2018, by ASHLEY POWELL, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Valerie K. Keller

Notary Public

My Commission Expires:
06/13/2019



Attachment: 1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS (PADA resolutions)

EXHIBITS

Exhibit A - Legal Descriptions

Exhibit B – Depiction of the Property

Exhibit C – Utility Extension and Connection

Exhibit D - Arterial Roadway Improvements

Attachment: 1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS (PADA resolutions)

LEGAL DESCRIPTION
NE CORNER OF MERIDIAN ROAD
AND PIMA ROAD (ALIGNMENT)

PARCEL NO. 1

THAT PORTION OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 7, FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 7 BEARS NORTH 89°46'15" EAST, A DISTANCE OF 2641.34 FEET;

THENCE NORTH 89°46'15" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 2341.33 FEET;

THENCE SOUTH 00°13'45" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 55.00 FEET;

THENCE NORTH 89°46'15" EAST, ALONG A LINE THAT IS PARALLEL WITH AND 55 FEET SOUTH OF SAID NORTH LINE, A DISTANCE OF 204.84 FEET;

THENCE SOUTH 45°11'52" EAST, A DISTANCE OF 28.57 FEET;

THENCE SOUTH 02°26'20" WEST, A DISTANCE OF 1592.74 FEET;

THENCE SOUTH 00°15'34" EAST, ALONG A LINE THAT IS PARALLEL WITH AND 150 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 847.33 FEET;

THENCE SOUTH 34°02'54" WEST, A DISTANCE OF 102.90 FEET;

THENCE SOUTH 89°52'49" WEST, ALONG A LINE THAT IS PARALLEL WITH AND 40 FEET NORTH OF THE EAST-WEST MID-SECTION LINE OF SAID SECTION 7, A DISTANCE OF 166.90 FEET;

THENCE SOUTH 00°07'11" EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 89°52'49" EAST, ALONG A LINE THAT IS PARALLEL WITH AND 40 FEET SOUTH OF THE EAST-WEST MID-SECTION LINE OF SAID SECTION 7, A DISTANCE OF 204.95 FEET;

THENCE SOUTH 45°15'23" EAST, A DISTANCE OF 28.49 FEET;

THENCE SOUTH 00°15'23" EAST, ALONG A LINE THAT IS PARALLEL WITH AND 150 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 569.28 FEET;

THENCE SOUTH 02°54'06" EAST, A DISTANCE OF 1300.04 FEET;

THENCE SOUTH 00°15'23" EAST, ALONG A LINE THAT IS PARALLEL WITH AND 90 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 488.20 FEET;

THENCE NORTH 89°44'37" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00°15'23" EAST, ALONG A LINE THAT IS PARALLEL WITH AND 80 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 143.45 FEET;

THENCE SOUTH 58°58'11" WEST, A DISTANCE OF 58.21 FEET;

THENCE SOUTH 89°49'50" WEST, ALONG A LINE THAT IS PARALLEL WITH AND 55 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 169.90 FEET;

THENCE SOUTH 00°10'10" EAST, A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, FROM WHICH POINT THE SOUTHEAST CORNER OF SECTION 7 BEARS NORTH 89°49'50" EAST, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 89°49'50" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2342.05 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7;

THENCE SOUTH 89°47'29" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 3395.43 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00°27'17" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2424.55 FEET;

THENCE NORTH 00°29'17" WEST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 227.35 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 7;

THENCE NORTH 00°29'17" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 137.00 FEET;

THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 3406.65 FEET TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 7, FROM WHICH POINT THE CENTER OF SECTION 7 BEARS SOUTH 00°15'01" EAST, A DISTANCE OF 60.00 FEET;

THENCE NORTH 00°15'01" WEST, ALONG SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 2573.93 FEET TO THE POINT OF BEGINNING.

EXCEPT FOLLOWING DESCRIBED PROPERTY CONVEYED TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7, SAID CORNER BEING A FOUND COTTON-PICKER SPINDLE, FLUSH WITH THE PAVEMENT, AND LOCATED NORTH 00 DEGREES 15 MINUTES 49 SECONDS WEST 2641.34 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 7;

THENCE SOUTH 89 DEGREES 46 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 7 A DISTANCE OF 1271.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF A UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION TRANSMISSION LINE EASEMENT RECORDED IN BOOK 31, AT PAGE 522, RECORDS OF THE PINAL COUNTY RECORDER;

THENCE SOUTH 16 DEGREES 24 MINUTES 45 SECONDS EAST, ALONG EASTERLY RIGHT-OF-WAY OF SAID TRANSMISSION LINE EASEMENT, A DISTANCE OF 52.07 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG EASTERLY RIGHT-OF-WAY OF SAID TRANSMISSION LINE EASEMENT, SOUTH 16 DEGREES 24 MINUTES 45 SECONDS EAST, A DISTANCE OF 312.38 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 300.00 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 49 SECONDS WEST, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 15 SECONDS WEST, A DISTANCE OF 386.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 22,504,476.298 SQUARE FEET OR 516.632 ACRES, MORE OR LESS.

Cked by JJB 19 April 2017



Attachment: 1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS (PADA resolutions)

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT CORP. OF PRESIDING BISHOP

EXHIBIT B

ON FILE IN DEVELOPMENT SERVICES DEPARTMENT OR TOWN CLERKS OFFICE

22358 S. ELLSWORTH ROAD

QUEEN CREEK, AZ 85142

Attachment: 1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS (PADA resolutions)

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT CORP. OF PRESIDING BISHOP

EXHIBIT C

ON FILE IN DEVELOPMENT SERVICES DEPARTMENT OR TOWN CLERKS OFFICE

22358 S. ELLSWORTH ROAD

QUEEN CREEK, AZ 85142

Attachment: 1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS (PADA resolutions)

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT CORP. OF PRESIDING BISHOP

EXHIBIT D

ON FILE IN DEVELOPMENT SERVICES DEPARTMENT OR TOWN CLERKS OFFICE

22358 S. ELLSWORTH ROAD

QUEEN CREEK, AZ 85142

Attachment: 1. Resolution 1184-18 Corp. of Presiding Bishop of Church of LDS (PADA resolutions)

RESOLUTION 1185-18

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING PURSUANT TO A.R.S. § 9-500-.05, THE PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND FULTON HOMES FOR THE ± 601 RESIDENTIAL LOTS WITHIN THE IRONWOOD CROSSING MASTER PLANNED COMMUNITY WITHIN THE TOWN'S PLANNING AREA AND ADJACENT TO THE TOWN'S LIMITS.

WHEREAS, A.R.S. § 9-500.05 authorizes the Town to enter into pre-annexation development agreements relating to property outside the Town of Queen Creek; and,

WHEREAS, the pre-annexation development agreement between the Town and Fulton Homes is in the best interest of the Town; and,

WHEREAS, the pre-annexation development agreement was approved by the Mayor and Common Council of the Town of Queen Creek at its regularly scheduled, agendaized and noticed council meeting on February 7, 2018, which action is, to the extent necessary, ratified hereby.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1: That the Pre-Annexation Development Agreement between the Town of Queen Creek and Fulton Homes attached hereto as exhibit "A" and incorporated herein by reference, is hereby approved and adopted as presented.

Section 2: That the Town Mayor, Town Manager, Town Clerk and Town Attorney. As appropriate, are hereby further authorized and directed to sign the pre-annexation development agreement and execute all other documents and instruments and to take such actions as necessary or appropriate to consummate the transactions contemplated by this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 21st day of February 2018.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright, PLLC
Attorneys for the Town

Attachment: 2. Resolution 1185-18 Fulton Homes Ironwood Crossing (PADA resolutions)

22(R)



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS**

When Recorded mail to:

**Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142**

DATE/TIME: 02/13/2018 1302
FEE: \$15.50
PAGES: 22
FEE NUMBER: 2018-010601



(The above space reserved for recording information)

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FULTON HOMES

DOCUMENT TITLE

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNT RECORDER'S OFFICE.

Attachment: 2. Resolution 1185-18 Fulton Homes Ironwood Crossing (PADA resolutions)

WHEN RECORDED, RETURN TO:

Town of Queen Creek
Attn: Town Clerk
22350 South Ellsworth Road
Queen Creek, Arizona 85142

PRE-ANNEXATION DEVELOPMENT AGREEMENT

TOWN OF QUEEN CREEK, ARIZONA,
an Arizona municipal corporation

AND

FULTON HOMES CORPORATION,
an Arizona corporation

Date: February 7, 2018

Attachment: 2. Resolution 1185-18 Fulton Homes Ironwood Crossing (PADA resolutions)

PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (the “**Agreement**”) is made as of the 7th day of February, 2018 (the “**Effective Date**”), by and between the TOWN OF QUEEN CREEK, ARIZONA, an Arizona municipal corporation (the “**Town**”) acting by and through its Mayor and Town Council (the “**Council**”), and FULTON HOMES CORPORATION, an Arizona corporation (the “**Owner**”). Town and Owner are sometimes referred to herein collectively as the “**Parties**,” or individually as a “**Party**.”

RECITALS

A. The Owner owns certain real property located in Pinal County, Arizona consisting of approximately 601 subdivided residential lots, all as legally described in Exhibit A attached hereto and incorporated herein by reference (the “**Property**”). The Property is part of the Ironwood Crossing Master Planned Community (the “**Project**”) and is located within Town’s Planning Area and adjacent to Town limits.

B. Town desires that the Property be annexed into the corporate limits of Town and that it be developed as an integral part of Town. Town believes that annexation of the Property would allow Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in Town.

C. Owner believes that annexation of the Property into the corporate limits of Town will reduce the fair market value of the Property due to certain increases in Owner’s costs to complete development of, and construct homes on, the Property. Accordingly, Owner believes that it will be harmed by annexation of the Property into the corporate limits of Town, and without this agreement Owner would choose not to annex, and for the Property to remain outside the corporate limits of Town and to be developed in the unincorporated area of Pinal County.

D. Town has determined that Owner and the Property are uniquely positioned compared to other owners of real property included within the proposed annexation, as Owner had previously negotiated and executed a development agreement with Pinal County under terms providing certain benefits to Owner related to the development of the Property, which terms may not have been available to such other owners of real property. Town therefore acknowledges that the annexation of the Property will result in certain increases in Owner’s costs to compete development of, and construct homes on, the Property if the Property is located within Town.

E. Accordingly, Town is willing to provide certain incentives to Owner in connection with the development of the Property in order to allow the annexation to proceed, and to minimize Owner’s potential losses and damage as a result of the annexation of the Property into Town.

F. 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, and that the terms of this Agreement shall constitute covenants running with the Property as more

fully described in this Agreement. Owner and Town are entering into this Agreement, *inter alia*, in order to facilitate the annexation, proper municipal zoning designation and allow for the construction of homes by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by Town; (ii) the permitted uses for the Property; (iii) the density and intensity of such uses; and (iv) other matters related directly or indirectly to the development of the Property.

G. A blank annexation petition has been filed with Pinal County and meetings and hearings have been held in connection with the annexation of the Property into Town. Town agrees that the R1-5 PAD zoning (“PAD”) designation allowing underlying land usage consistent with Town of Queen Creek R1-5 Zoning District is an appropriate designation for this Property and that the PAD zoning is designed to establish proper, beneficial and substantially the same land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the CR-3 PAD zoning designation as was granted by Pinal County.

H. Owner requires assurances from Town that (i) Owner shall have the right to construct residential dwelling units and related on-site improvements on the Property (referred to herein as “**Development of the Property**” or variations thereof such as “**Develop the Property**”) pursuant to, among other things, the Town-adopted PAD.

I. Without limiting the foregoing, Town acknowledges that Development of the Property will result in significant economic benefits to Town by: (i) encouraging investment; (ii) maintaining consistency with Town’s General Plan and the approved PAD plan; (iii) increasing tax and other revenues to Town based on an increase in housing stock and a subsequent increase in population; (iv) creating quality housing opportunities for citizens of Town; (v) allowing Town to annex the adjacent commercially-zoned land which will result in increased tax revenues for Town; and (vi) providing Town with additional future opportunities for the expansion of Town’s municipal boundaries through the annexation of lands controlled by the Arizona State Land Department and private lands including lands adjacent to future state highway corridors.

J. Pursuant to the Ironwood/Vineyard/Gantzel Road Development Agreement for Barnes Farms and Commons (“**Road Agreement**”) for Ironwood Crossing between Pinal County and Owner, which was approved by the Pinal County Board of Supervisors on July 7, 2005, and recorded in the Official Records of the Pinal County Recorder at Fee No. 2005-099889, by virtue of Owner’s previous payment of certain amounts into the Superstition Valley Transportation Fund, the Property is exempt from all further transportation impact fees, assessments, or other fees for transportation infrastructure applicable to the Project.

K. Pursuant to that Master Utility Agreement for Water Service, dated June 22, 2007 (the “**Water Agreement**”) for Ironwood Crossing between H2O, Inc. (“**H2O**”) and Owner, Owner prepaid H2O’s water hook-up fees in satisfaction of any future water-related development or impact fees that might be imposed on the Property, and that the Property is exempt from all hook-up fees, assessments, or other development or impact fees for water infrastructure and

services. Town is successor in interest to H2O as to the Water Agreement, and has acknowledged Owner's prepayment of all water hook-up fees for the Property.

L. Town is entering into this Agreement as an administrative act to implement the zoning for the Property legislatively enacted by Town ("**Zoning**") and to facilitate development of the Project consistent with such Zoning and the PAD.

AGREEMENT

In consideration of the foregoing premises and the mutual promises and agreements set forth in this Agreement, the Parties state, confirm and agree as follows:

1. Incorporation of Recitals. The Recitals are incorporated into this Agreement as though fully restated.

2. Annexation. Subsequently or concurrently with its approval of this Agreement, Town, having held public meetings thereon, will duly consider final approval of the annexation of the Property into Town. Prior to or concurrently with the execution of this Agreement by Town and Owner, Owner will deliver to Town an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the applicable statutory requirements (the "**Annexation Petition**"). Upon receipt of the Annexation Petition, Town shall comply with the provisions of A.R.S. § 9-471 et seq. and, if determined to be in the best interest of Town, adopt a final ordinance annexing the Property into the corporate limits of Town (the "**Annexation Ordinance**"). Town and Owner hereby acknowledge and agree that this Agreement (including all incentives and other benefits provided to Owner by this Agreement) shall automatically terminate and be of no force or effect if Town's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D) within three (3) years following the Effective Date. Owner hereby waives its right to pursue a referendum petition under A.R.S. § 19-142 to challenge the Annexation Ordinance or any other Town ordinance or resolution related to annexation of the Property into the corporate limits of Town, and its right to challenge the proposed annexation under A.R.S. § 9-471(C). The Parties agree that Town will receive benefits from the annexation of the Property that are not grossly disproportionate to, and may exceed, the benefits granted to Owner by this Agreement.

3. General Plan and Zoning. Prior to the annexation and as part of the same Town Council hearing, Town shall follow the legally prescribed procedures under State statutes and Town ordinances to give the Property zoning that is functionally identical to the currently existing Pinal County zoning, while complying with the requirements of A.R.S. § 9-471(L). The Property shall be zoned under an R1-5 Planned Area Development designation allowing underlying land usage consistent with Town of Queen Creek R1-5 Zoning District as modified per the Ironwood Crossing PAD and consistent with the Final Plats, both of which are described in **Exhibit B** attached hereto and incorporated herein (the "**Comparable Zoning**"). Town has previously approved an amendment(s) to the General Plan to identify the proposed land use for the Property as Medium Density Residential (0-3 du/acre) and Medium-High Density Residential (0-8 du/acre), which is consistent with such Comparable Zoning. Owner hereby consents to the imposition of Comparable Zoning. Subject to the imposition of Comparable Zoning and any

necessary General Plan amendment(s) and the other terms and conditions of this Agreement, by signing this Agreement Owner hereby waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the owner of the Property may have now or in the future under the provisions of the Private Property Rights Protection Act, A.R.S. § 12-1131 et seq., resulting from this Agreement and the imposition of the Comparable Zoning. Owner and Town understand and agree that the waivers contained in this Section 3 are binding upon Owner's successors in interest and assigns pursuant to the provisions of A.R.S. § 9-500.05 (D). Town agrees to cooperate reasonably in processing, in a timely manner, any approvals of issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the Development of the Property in general conformance with the Comparable Zoning.

4. Development Impact Fees.

(a) Except as otherwise modified by this Agreement, for a period of that is the lesser of (i) five (5) years following the Effective Date of the Annexation, or (ii) the completion of the residential improvements on the Property and the issuance of certificates of occupancy for such improvements (the "**Development Fee Period**"), Town and Owner hereby agree that the Property will be subject to the development fees, impact fees or any similar fees ("**Development Fees**") then in effect at the time of issuance of building permits for each such dwelling unit (collectively referred to herein as the "**Ironwood Crossing Development Fees**").

(b) Street Development Fees. Town and Owner hereby acknowledge that Town is the successor in interest to Pinal County as to the Road Agreement and is bound by the terms of the Road Agreement with regard to the Advance Payment (as defined in the Road Agreement) for all street and transportation impact fees, assessments and any other fees for transportation infrastructure as described in the Road Agreement (the "**Street Development Fees**"), and the Property's exemption from any future Street Development Fees. Town and Owner further agree that Town will not impose or assess any Street Development Fees on the Property either during the Development Fee Period or after the Development Fee Period ends, regardless of the date of development and construction of the Property. In the event this exemption is determined to constitute a waiver of Development Fees by the Town, Town agrees to reimburse the appropriate development fee accounts for the amount that was waived. Owner and Town expressly agree and acknowledge that this Section 4(b) will survive any later amendment, revision, expiration or termination of this Agreement.

(c) Water Development Fees. Town and Owner hereby acknowledge that Town is bound by the terms of the Water Agreement with regard to the advanced payment in full for all water hook-up fees and any other fees for water-related infrastructure (the "**Water Development Fees**"), and the Property's exemption from any future water-related development fees, including any fee or other charge for water infrastructure or water resources. Town and Owner further agree that Town will not impose or assess any water-related development or impact fees on the Property either during the Development Fee Period or after the Development Fee Period ends, regardless of the date of development and construction of the Property. In the event this exemption is determined to constitute a waiver of Development Fees by the Town, Town agrees to reimburse the appropriate development fee accounts for the amount that was waived. Owner and Town expressly agree and

acknowledge that this Section 4(c) will survive any later amendment, revision, expiration or termination of this Agreement.

(d) Sewer Development Fees. Town and Owner hereby acknowledge that the Property is located within the certificated wastewater service area of Johnson Utilities, which provides wastewater services to the Property and the residents within the Property. Owner represents that Owner has entered into certain line extension agreements with Johnson Utilities (the “**Johnson LXAs**”), and that pursuant to the Johnson LXAs, Owner has previously paid to Johnson Utilities all required sewer “hook-up” fees for all of the units within the Property. Town hereby agrees that in the event Town becomes the wastewater provider to the Property it will assume all of Johnson Utilities’ interests and obligations under the Johnson LXAs. Town and Owner further agree that Town will not impose or assess any wastewater-related development or impact fees (the “**Sewer Development Fees**”) on the Property either during the Development Fee Period or after the Development Fee Period ends, regardless of the date of development and construction of the Property. In the event this exemption is determined to constitute a waiver of Development Fees by the Town, Town agrees to reimburse the appropriate development fee accounts for the amount that was waived. Owner and Town expressly agree and acknowledge that this Section 4(d) will survive any later amendment, revision, expiration or termination of this Agreement.

(e) Any Ironwood Crossing Development Fees which are due for residential dwelling units shall be payable when construction permits for the dwelling units are issued.

5. Waiver of Certain Fees. Owner has established to Town’s reasonable satisfaction that Owner will incur additional fees and costs, including but not limited to increased building permit fees, increased construction sales taxes, and increased development impact fees, as a result of the Annexation and the construction of the remaining residential units on the Property as located within the jurisdictional boundaries of Town. The Parties have determined that the amount of such excess fees and costs will exceed Six Million, Eight Hundred Twenty-Seven Thousand, Five Hundred and Fifty-One and no/100 Dollars (\$6,827,551.00) (the “**Excess Fee Amount**”). In partial consideration for the benefits to Town arising out of or in connection with this Agreement, including but not limited to Owner’s consent to the Annexation and Owner’s waiver of certain rights under this Agreement, Town, concurrent with the execution of this Agreement, will grant the waivers outlined in this Section 5, which waiver amounts shall not exceed the Excess Fee Amount.

(a) Building Permit Fee Waiver. Owner and Town agree and acknowledge that Owner will be responsible to obtain a building permit for each dwelling unit to be constructed on the Property. Owner and Town further acknowledge that the Town’s building permit fees, as of the Effective Date, exceed the County’s building permit fees applicable to the Property prior to Annexation and agree that in exchange for all benefits to the Town under this Agreement, including but not limited to Owner’s waiver of its rights under this Agreement, the Town agrees to waive all future building permit and inspection fees payable to Town by Owner for the Property (the “**Waived Building Permit Fees**”).

(b) Water Meter Fee Waiver. Owner and Town agree and acknowledge that Owner will be responsible to obtain a separate water meter for each dwelling unit to be constructed on

the Property, as applicable, and served with water services by Town. In exchange for all benefits to the Town under this Agreement, including but not limited to Owner's waiver of its rights under this Agreement, the Town agrees to waive all future water meter fees payable to Town by Owner for the Property (the "**Waived Water Meter Fees**").

(c) Ironwood Crossing Development Fees Waiver. In partial consideration for the benefits to Town arising out of or in connection with this Agreement, including but not limited to Owner's consent to the Annexation and Owner's waiver of certain rights under this Agreement, Town, concurrent with the execution of this Agreement, will take all required actions necessary in compliance with A.R.S. § 9-463.05(B)(13) to waive the Ironwood Crossing Development Fees owing to Town from Owner in connection with the development of the Property as contemplated in this Agreement, which waiver amount will be equal to, and not to exceed, the Excess Fee Amount (the "**Waived Town Development Fees**").

6. Sales Signage. Notwithstanding any other provision in this Agreement, after the Annexation of the Property and until completion of the residential improvements on the Property, Town will not require Owner to remove or cease using Owner's existing signage consisting of temporary marketing and directional signage, which existing signage is deemed by Town as legally nonconforming, or "grandfathered" (the "**Ironwood Crossing Signage**"). All new signs placed on the Property will be in compliance with all applicable ordinances of Town regarding signs. Upon completion of the residential improvements on the Property, Owner will promptly remove the Ironwood Crossing Signage.

7. Vested Rights. Town agrees that, when this Agreement has been approved and adopted by all appropriate Town Council action, and subject to Owner's timely performance of all of its obligations set forth in this Agreement, the entitlements will be deemed to be vested permanently and that the Owner shall have an immediate right to develop the Property in accordance with this Agreement, the Ironwood Crossing PAD, the land uses established within the Ironwood Crossing PAD Town's General Plan and the Final Plats.

8. Infrastructure.

(a) Owner represents to Town that the Final Plats have been recorded for the Property and all on-site and off-site infrastructure serving the Property ("**Infrastructure Improvements**") have been completed and accepted by the County. Subject to Owner's compliance with this Agreement, Town will not require as a condition to issuance of building permits or certificates of occupancy for Development of the Property: (a) any amendment or modification to the Final Plats or the improvement plans approved by Pinal County as part of approval of the Final Plats; (b) any modifications or additions to the Infrastructure Improvements; or (c) the construction or installation of additional infrastructure or other improvements serving the Property. Prior to Town Council voting on the Annexation Petition, Owner shall deliver to Town all approved plans relating to the Property from Pinal County, and Town may inspect the Infrastructure Improvements. Town agrees and acknowledges that, upon Town's inspection of the Infrastructure Improvements, the Infrastructure Improvements will be accepted by Town strictly on an "AS-IS" basis, subject to any applicable warranties that will be assigned to Town at the time of Annexation, such assignment to be in form and content reasonably satisfactory to Town and Owner. Town expressly waives, as to

the Infrastructure Improvements, any and all rights related to the process outlined in Section 7.7 of the Town of Queen Creek Subdivision Ordinance, Amended October 2008. Any concerns shall be resolved by Town and Pinal County, and Owner makes no representations or warranties regarding the Infrastructure Improvements.

(b) Owner represents to Town, (and on the basis of such representation, Town acknowledges) that Owner has no ownership interest in any private rights-of-way or landscaped areas within public rights-of-way and easements within or adjacent to the Ironwood Crossing development. Prior to Town Council voting on the Annexation Petition, Town may investigate any and all matters Town deems important relating to such areas. Town agrees and acknowledges that the right-of-way for the Infrastructure Improvements located in the Pima Road and Meridian Road are subject to certain existing easements for utilities and other uses. Town agrees and acknowledges that it has reviewed the title for such rights-of-way, and that Town will proceed to annex such rights-of-way on an "AS-IS" basis and without any representations or warranties from Owner.

(c) Owner represents to Town, (and on the basis of such representation, Town acknowledges) that Owner, at its sole cost and expense, has made certain roadway improvements to arterial roadways adjacent to Ironwood Crossing, including Ironwood Road, Ocotillo Road, Pima/Queen Creek Road, and Meridian Road (the "**Roadway Improvements**"). Owner has previously delivered such documents and other materials reasonably requested by Town to confirm the value of the Roadway Improvements. In partial consideration for the benefits to Town arising out of or in connection with this Agreement, including but not limited to Owner's consent to the Annexation and Owner's waiver of certain rights under this Agreement, and in lieu of condemnation of such Roadway Improvements by Town, Town will pay to Owner (upon execution of this Agreement) Six Million Two Hundred Nineteen Thousand Nine Hundred Sixty-Five and 00/100 Dollars (\$6,219,965.00) (the "**Roadway Improvements Payment**"). Town agrees and acknowledges (i) that it has reviewed the condition of the Roadway Improvements and (ii) that Owner will not provide any representations or additional warranties with respect to the Roadway Improvements.

(d) Town acknowledges that Owner, at its sole cost and expense, has made certain street light and open space lighting improvements within the Project (the "**Lighting Improvements**"), which Lighting Improvements are owned by Owner. In partial consideration for the benefits to Town arising out of or in connection with this Agreement, including but not limited to Owner's consent to the Annexation and Owner's waiver of certain rights under this Agreement, Town will pay Owner (upon execution of this Agreement, conveyance of the Lighting Improvements to Town, and the assignment to Town by Owner of all plans and specifications for the Lighting Improvements and all existing warranties existing with respect to the Lighting Improvements), an amount equal to the depreciated value of the Lighting Improvements, which the Parties agree equals Four Hundred Seven Thousand Seven Hundred Three and 00/100 Dollars (\$407,703.00) (the "**Lighting Improvements Payment**"). Town agrees and acknowledges that it has reviewed the condition of the Lighting Improvements and that Owner will not provide any representations or additional warranties with respect to the Roadway Improvements. From and after the Effective Date, Town shall be solely responsible for the maintenance, repair and replacement of the Lighting Improvements.

9. Housing Product Approvals. Town and Owner acknowledge that Owner has previously submitted to Town all standard plans for homes to be constructed on the Property, including the architecture for Owner's planned housing product (the "**Ironwood Crossing Building Plans**"). Town and Owner further acknowledge that the Ironwood Crossing Building Plans were planned and designed pursuant to Pinal County building codes and requirements, and were approved by Pinal County. Accordingly, consistent with that certain Reciprocal Plan Review Letter Agreement between Pinal County and Town, and in order to promote harmony of design and development of the Property with the balance of the Project, all residential dwelling units constructed on the Property from and after the date of this Agreement that are in substantial compliance with the Ironwood Crossing Building Plans, as approved by Pinal County, are deemed in compliance with all Applicable Laws.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

11. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owner and Town. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County.

12. Default; Remedies. Failure by either Party to timely perform any other term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other Party shall constitute a default under this Agreement; provided, that if any default is of a nature which is not capable of being cured within thirty (30) days, a Party shall not be in default so long as it commences a cure within such period, and diligently pursues the same to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by either Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance; provided, however, that in no event shall a Party be entitled to recover damages in excess of its actual damages, each Party waiving all rights to recover special, exemplary, beneficial, consequential, punitive, multiple or other similar damages. In the event of a default by Town, which shall be subject to any applicable cure period, Owner's actual damages will include, at a minimum, the amount equal to: (i) the Waived Building Permit Fees, plus (ii) the Waived Water Meter Fees, plus (iii) the Waived Town Development Fees, plus (iv) the Roadway Improvements Payment, plus (v) the Lighting Improvements Payment, less any payment amounts actually received by Owner in cash or as a waiver of the payment of any fee for the Property or other amount prior to the date of Town's default. In the event of a default by Owner, which shall be subject to any applicable cure period, Town as its sole remedy may terminate this Agreement.

(a) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, Town and the Owner each shall designate and appoint a representative to act as a liaison between Town and its various departments and the Owner. The initial representative for Town (the "**Town Representative**") shall be the Town Manager and the representative for the

Owner shall be its project manager or other designee, as identified by the Owner from time to time (the “**Owner Representative**”). The representatives shall be available at all reasonable times to discuss and review the performance of the parties and the development of the Property.

(b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator.

13. Arbitration. If the mediation procedure set forth in Section 12(b) above does not resolve a dispute, either party may submit, by demand letter, correspondence or notice, to the other party, compelling arbitration pursuant to this Section 13. In such event, the dispute shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the “**Rules**”) of the Center for Public Resources (the “**CPR**”) currently in effect, except as provided herein and except where modified by the provisions hereof.

(a) Any arbitration arising out of this Agreement may include, by consolidation or joinder, or in any other manner, at the discretion of either the Owner or Town, any other entities or persons whom the Owner of Town, as the case may be, believes to be substantially involved in a common question of law or fact and who consent to jurisdiction of the arbitrator.

(b) The parties agree that the remedies available for the award by the arbitrator(s) under this Section 13 in a dispute arising out of or relating to this Agreement or breach thereof shall be limited to specific performance and declaratory relief and the arbitrator may not issue an award of monetary damages, whether characterized as actual, consequential or otherwise, except as provided in Sub-paragraphs 13(e) and 13(h), and provided, however, that the arbitrator(s) may award the payment of an amount owed or may enjoin the withholding of amounts due under this Agreement.

(c) Demand for arbitration shall be filed with the other party in accordance with the Rules and the notice provisions of the Agreement. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question could be barred by the applicable statute of limitations.

(d) In the event the amount in controversy is less than \$100,000, a sole arbitrator shall be appointed in accordance with the Rules. In the event the amount in controversy is \$100,000 or more or equitable relief is sought, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator by written notice to the demanding party. The party-appointed arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-appointed arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance

with the Rules. If the responding party fails to appoint a second arbitrator within ten (10) day period, selection of the second arbitrator shall be in accordance with the Rules.

(e) The decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrator(s) may award compensatory damages pursuant to Sub-paragraphs 13(b), 13(g) and 13(h) and reasonable attorneys' fees and reasonable costs to the prevailing party.

(f) The arbitration shall occur within the municipal limits of Town unless the parties agree otherwise in writing.

(g) This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrator(s) decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within fifteen (15) days of the award. Notwithstanding anything in this Agreement to the contrary, if either party fails to take action consistent with the arbitrator(s) award within fifteen (15) days after demand, then the other party may either utilize the arbitration process set forth in this Section 13 (but without limitation on remedy) or pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the failure to take action consistent with the arbitrator(s) award and/or the underlying dispute that was the subject of the arbitration.

(h) Notwithstanding anything in this Agreement to the contrary, if either party believes the other party is exercising the rights under this Agreement in bad faith, the aggrieved party must notify the other party of the facts forming the basis of the aggrieved party's assertion of bad faith. If the other party fails to cure the facts forming the basis of the aggrieved party's assertion of bad faith within fifteen (15) days after notice thereof, then such dispute shall be submitted to arbitration. If the arbitrator finds that a party has acted in bad faith, then the aggrieved party may request, and the arbitrator may award, any remedy available to the aggrieved party, at law or in equity, including without limitation, monetary damages.

(i) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owner and Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.

(j) The dispute resolution process set forth in this Section 13 shall not apply to an action by Town to condemn or acquire by inverse condemnation all or any portion of the Property or to claims for injunctive relief or mandamus by either party.

(k) Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 12 and 13 shall not be construed or applied so as to prevent the Owner on Town from seeking injunctive relief on an emergency basis to prevent immediate or irreparable harm.

14. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Town or the Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

15. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof including, without limitation, to third party builders; provided, however, the Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, expressly assigning such rights and obligations. In the event of a complete assignment by Owner of all rights and obligations of Owner hereunder, the assigning Owner's liability hereunder shall terminate effective upon the assumption by Owner's assignee. Nothing in this Agreement shall operate to restrict the Owner's ability to assign any of its rights and obligations under this Agreement to those entities that acquire all or any portion of the Property.

16. Names and Plans. The Owner shall be the sole owner of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to Town such rights pertaining to the portions of the Property so conveyed shall be assigned, to the extent that such rights are assignable to Town.

17. No Owner Representations. Nothing contained herein or in the Ironwood Crossing PAD shall be deemed to obligate Town or the Owner to complete any part or all of the build-out of the Property.

18. Good Standing; Authority. Each of the parties and their assigns represents and warrants to the other that: (i) it is duly formed and validly existing corporation under the laws of Arizona, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to Town; (ii) that it is a corporation or municipal corporation, as applicable, duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the individual(s) executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

19. Cooperation. The Town, at its sole cost and expense, will defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names Town or Owner as a party or which challenges the authority of Town to enter into or perform any of its obligations hereunder. The severability and reformation provisions of Section 20 shall apply in the event of any successful challenge to this Agreement or to any provision hereof.

20. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, provided that this Agreement shall 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.

21. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

22. Choice of Forum. Subject to Section 13 and notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced exclusively in Superior Court of the State of Arizona in and for Pinal County and may be removed therefrom only upon the mutual agreement of Town and the Owner.

23. Recordation. This Agreement shall be recorded in its entirety in the official records of Pinal County, not later than ten (10) days after this Agreement is executed by Town and the Owner.

24. Notice. Any notice assignment, payment or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given (i) when delivered by personal service, (ii) when delivered by a recognized courier service for next business day delivery, or (iii) when deposited in the United States Postal Service, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at its respective addresses as follows:

If to Town: Town of Queen Creek
Attn: Town Manager
22350 S. Ellsworth Road
Queen Creek, Arizona 85142

With a required copy to: Dickinson Wright, PLLC
Attn: Town Attorney
1850 N. Central Avenue, Suite 1400
Phoenix, Arizona 85004

The Owner: Fulton Homes Corporation
Attn: Norman L. Nicholls
9140 S. Kyrene Road, Suite 202
Tempe, Arizona 85284

With Copy to: Cameron Carter
 Rose Law Group pc
 7144 E. Stetson Drive, Suite 300
 Scottsdale, Arizona 85251

The parties entitled to notice, including any assignees of this Agreement, may be changed by sending notice to the other parties of the name and address of the individual thereafter entitled to notice under this Agreement.

24. Effective Date and Term. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the approval by the Town Council of this document. The term of this Agreement (the “Term”) shall be the Development Fee Period, unless earlier terminated by the Parties.

25. Attorneys’ Fees. If any legal proceeding is initiated by any party hereto (or their successor(s)) with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys’ fees.

26. Lot Sale. Except as otherwise provided herein, Town and Owner hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with an individual lot within the Property once it has been developed and sold to retail buyers. Therefore, pursuant to Section 24 above and in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot on which a residential dwelling unit has been constructed and which has been sold to the end purchasers or users thereof (a “Public Lot”) and thereupon such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot.

27. No Partnership; Third Parties. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and Town or between any parties comprising Owner.

28. Notice of Right to Cancel. Town notifies Owner of the provisions of A.R.S. § 38-511, which provides, *inter alia*, that the state, its political subdivisions or any department or agency or either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The Parties acknowledge that no person significantly involved in initiating negotiating, securing, drafting or creating this Agreement on

behalf of Town either is an employee or agent of Owner, in any capacity, or a consultant to Owner with respect to the subject matter of this Agreement.

29. Waiver of Claim under A.R.S. §12-1134. As an inducement to Town to approve and enter into this Agreement, Owner agrees to and does knowingly waive any and all rights to compensation for diminution in value of the Property pursuant to A.R.S. § 12-1134 that may now or in the future exist as a result of Town's entering into, approval or performance of, any condition, term and/or agreement contained in this Agreement, including (but not limited to) the Annexation, the Zoning, any amendment to Town's General Plan, the PAD and amendments to the PAD, and all similar actions of Town authorized or contemplated by this Agreement, or taken or performed in furtherance of this Agreement (collectively, "**Waiver**").

(a) This Waiver is effective from and after the Effective Date of this Agreement; supersedes any prior agreements or understandings between Owner and Town concerning the Property; and may not be modified or amended except by properly executed and recorded written agreement of Owner and Town. This Waiver runs with the land and is binding upon all present and future owners of the Property.

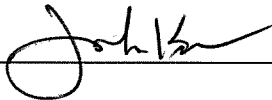
(b) Owner agrees to indemnify, defend, pay and hold Town (including its employees and elected officials) harmless for, from and against any and all claims made, asserted or alleged by any other person or entity who has claims and interest in the Property as of this date.

30. No Boycott of Israel. Owner certifies pursuant to A.R.S. §35-393.01(A) that it is not currently engaged in, and for the Term of this Agreement will not engage in, a boycott of Israel.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date

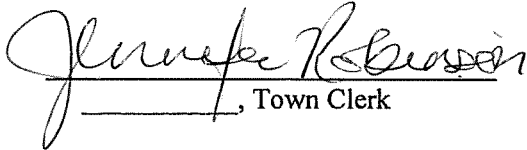
TOWN OF QUEEN CREEK,
an Arizona municipal corporation

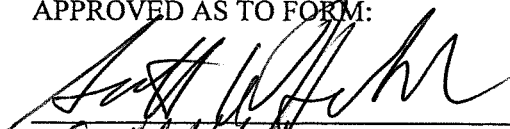


2/7/18
_____ Date

ATTEST:

APPROVED AS TO FORM:


_____, Town Clerk


_____, Town Attorney

Attachment: 2. Resolution 1185-18 Fulton Homes Ironwood Crossing (PADA resolutions)

EXHIBITS

Exhibit A - Legal Description

Exhibit B –Ironwood Crossing PAD and Final Plats

Attachment: 2. Resolution 1185-18 Fulton Homes Ironwood Crossing (PADA resolutions)

EXHIBIT A
(Legal Description)

Lots 325 thru 328, 333 thru 339, 467 thru 468, 470 thru 471, 481, and 483 thru 485 of the Final Plat of "Ironwood Crossing – Unit 1" recorded with the Pinal County Recorder's Office as Fee No. 2007-069022; and

Lots 662 thru 664, 667 thru 676, 679, 682 thru 698, 700 thru 701, 703 thru 706, 708, 711 thru 712, 720, 722 thru 726, 731 thru 732, 740, 742, 746, 748, 753, 770, 773, 906 thru 911, 924 thru 930, 933, 941 thru 950, 952 thru 961, 966, 969 thru 970, 978, 982, 987 and 1008 of the Final Plat of "Ironwood Crossing – Unit 2" recorded with the Pinal County Recorder's Office as Fee No. 2014-070575; and

Lots 1583 thru 1693 of the Final Plat of "Ironwood Crossing Unit 4A" recorded with the Pinal County Recorder's Office as Fee No. 2016-027985; and

Lots 1701 thru 1702, 1708, 1710, 1721, 1723 thru 1725, 1731 thru 1777, 1780, 1782 thru 1784, 1786 thru 1884 of the Final Plat of "Ironwood Crossing Unit 4B" recorded with the Pinal County Recorder's Office as Fee No. 2016-027983; and

Lots 1885 thru 2100 of the Final Plat of "Ironwood Crossing Unit 4C" recorded with the Pinal County Recorder's Office as Fee No. 2017-019531; and

Lot 2113 of the Re-Plat "Ironwood Crossing Unit 3A – Tract K" recorded with the Pinal County Recorder's Office as Fee No. 2016-027984.

EXHIBIT B**(Description of Ironwood Crossing PAD and Final Plats)****Ironwood Crossing PAD:**

- 1) Zone Change Resolution – Case No. PZ-025-05, dated December 14, 2005 and recorded as Fee No. 2005-175984 Official Records of Pinal County Recorder.
- 2) Planned Area Development (PAD) Overlay District Resolution – Case No. PZ-PD-025-05, dated December 14, 2005 and recorded as Fee No. 2005-175985 Official Records of Pinal County Recorder.
- 3) Ironwood Crossing Planned Area Development Amendment Narrative Report for PZ-PD-025-05 dated July 20, 2005, and revised September 19, 2005.
- 4) Minor PAD Amendment (to PZ-PD-025-05) Request Letter dated December 14, 2009.
- 5) Minor PAD Amendment (to PZ-PD-025-05) Approval Letter dated January 8, 2010.
- 6) Minor PAD Amendment (to PZ-PD-025-05) Request Letter dated July 10, 2012.
- 7) Minor PAD Amendment (to PZ-PD-025-05) Approval Letter dated July 11, 2012.
- 8) Minor PAD Amendment (to PZ-PD-025-05 and attendant Tentative Plat S-002-03) Request Letter dated October 18, 2012.
- 9) Minor PAD Amendment (to PZ-PD-025-05 and attendant Tentative Plat S-002-03) Approval Letter dated October 19, 2012.
- 10) Minor PAD Amendment (to PZ-PD-025-05) Request Letter dated January 16, 2015.
- 11) Minor PAD Amendment (to PZ-PD-025-05) Approval Letter dated February 9, 2015.
- 12) Minor PAD Amendment to (PZ-PD-025-05) Request Letter dated August 12, 2016.
- 13) Minor PAD Amendment (to PZ-PD-025-05) Approval Letter dated September 21, 2016.
- 14) Minor PAD Amendment (to PZ-PD-025-05) Request Letter dated December 8, 2016.
- 15) Minor PAD Amendment (to PZ-PD-025-05) Approval Letter dated January 27, 2017.

(The above documents are on file at the Town of Queen Creek Development Services Dept.)

Exhibit B

Final Plats:

- 1) Final Plat of “Ironwood Crossing - Unit 1” recorded with the Pinal County Recorder’s Office as Fee No. 2007-069022.
- 2) Final Plat of “Ironwood Crossing Unit 1A – Aquatic Center” recorded with the Pinal County Recorder’s Office as Fee No. 2009-120131.
- 3) Final Plat of Ironwood Crossing Unit 3A recorded with the Pinal County Recorder’s Office as Fee No. 2012-043390.
- 4) Amended Final Plat of Ironwood Crossing Unit 3A recorded with the Pinal County Recorder’s Office as Fee No. 2012-059415.
- 5) Final Plat of Ironwood Crossing Unit 3B recorded with the Pinal County Recorder’s Office as Fee No. 2012-081597.
- 6) Final Plat of Ironwood Crossing Unit 3C recorded with the Pinal County Recorder’s Office as Fee No. 2012-081598.
- 7) Final Plat of Ironwood Crossing - Unit 2 recorded with the Pinal County Recorder’s Office as Fee No. 2014-070575.
- 8) Final Plat of Ironwood Crossing Unit 4B recorded with the Pinal County Recorder’s Office as Fee No. 2016-027983.
- 9) Re-Plat Ironwood Crossing Unit 3A – Tract K recorded with the Pinal County Recorder’s Office as Fee No. 2016-027984.
- 10) Final Plat of Ironwood Crossing Unit 4A recorded with the Pinal County Recorder’s Office as Fee No. 2016-027985.
- 11) Final Plat of Ironwood Crossing Unit 4C recorded with the Pinal County Recorder’s Office as Fee No. 2017-019531.

RESOLUTION 1186-18

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING PURSUANT TO A.R.S. § 9-500-.05, THE PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND CBDG IRONWOOD LLC FOR THE ± 19 ACRE PARCEL LOCATED AT THE NORTHWEST CORNER OF IRONWOOD ROAD AND OCOTILLO ROAD.

WHEREAS, A.R.S. § 9-500.05 authorizes the Town to enter into pre-annexation development agreements relating to property outside the Town of Queen Creek; and,

WHEREAS, the pre-annexation development agreement between the Town and CBDG Ironwood LLC is in the best interest of the Town; and,

WHEREAS, the pre-annexation development agreement was approved by the Mayor and Common Council of the Town of Queen Creek at its regularly scheduled, agendaized and noticed council meeting on February 7, 2018, which action is, to the extent necessary, ratified hereby.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1: That the Pre-Annexation Development Agreement between the Town of Queen Creek and CBDG Ironwood LLC attached hereto as exhibit "A" and incorporated herein by reference, is hereby approved and adopted as presented.

Section 2: That the Town Mayor, Town Manager, Town Clerk and Town Attorney. As appropriate, are hereby further authorized and directed to sign the pre-annexation development agreement and execute all other documents and instruments and to take such actions as necessary or appropriate to consummate the transactions contemplated by this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 21st day of February 2018.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright, PLLC
Attorneys for the Town

Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

25(R)



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS**

When Recorded mail to:

**Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142**

DATE/TIME: 02/13/2018 1302
FEE: \$17.00
PAGES: 25
FEE NUMBER: 2018-010604



(The above space reserved for recording information)

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT CBDG IRONWOOD LLC

DOCUMENT TITLE

Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNT RECORDER'S OFFICE.

When recorded, return to:

Jennifer Robinson
Town of Queen Creek
Municipal Services Building
22358 S. Ellsworth Road
Queen Creek, AZ 85142

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into this 7 day of February, 2018 (the "Execution Date"), by and between the Town of Queen Creek, an Arizona municipal corporation (the "Town") acting by and through the Mayor and Town Council (the "Council") and CBDG Ironwood LLC, an Arizona limited liability corporation (the "Owner"). The Town and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

- A. Owner owns certain real property located in Pinal County, Arizona consisting of approximately 18.49 acres of land located at the northwest corner of Ironwood Road and Ocotillo Road, as legally described on Exhibit A, attached hereto and incorporated herein by reference (the "Property").
- B. Town desires that the Property, currently in unincorporated Pinal County, be annexed into the corporate limits of the Town (the "Annexation") and be developed as an approximately 120,000 square foot grocery store-anchored retail center (the "Project"). The Project is generally depicted on the Site Plan, and attached hereto as Exhibit B and incorporated herein.
- C. The annexation of the Property and development of the Project are acknowledged by the Parties to be consistent with the Queen Creek General Plan (the "General Plan"). Development and operation of the Project will be beneficial to the Town, Owner, and the general public. The annexation of the Property will allow the Town to plan for high-quality development in the area and ensure orderly, controlled, and quality growth in the Town, while capturing sales tax revenues generated from operation of the Project.
- D. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05 intended to facilitate the proper municipal zoning designation and development of the Property by providing for, among other things, conditions, terms, and requirements related to public infrastructure improvements and other matters with respect to development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

Error! Unknown document property name.
QB\155832.00055\48894595.4
1/29/18

Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Annexation, Effective Date and Term.

1.1 Annexation. The Town intends to file a petition for annexation (“**Annexation Petition**”) in compliance with the provisions of ARIZ. REV. STAT. § 9-471 et seq. and, if determined by Town’s Council in its sole discretion to be in the best interest of the Town, adopt a final ordinance annexing the Property into the corporate limits of the Town (the “**Annexation Ordinance**”). The Owner has agreed to provide an executed Annexation Petition to the Town subject to the terms and conditions of this Agreement. The Town and Owner hereby acknowledge and agree that the obligations of the Parties set forth in Sections 3 and 4 of this Agreement shall automatically terminate and be of no force or effect if the Town’s annexation of the Property does not become final and effective pursuant to ARIZ. REV. STAT. § 9-471(D) on or before June 1, 2019. The Town and Owner further agree that this Agreement satisfies the requirements under ARIZ. REV. STAT. § 9-471(O).

1.2 Effective Date. This Agreement will not become effective, and no party will have any obligation under this Agreement, unless each of the following occurs: (1) this Agreement is executed by all Parties; (2) this Agreement is recorded as required by ARIZ. REV. STAT. § 9-500.05(D), and (3) the Annexation Ordinance, as approved in accordance with Section 1.1 above, becomes final and effective. The date on which all of the foregoing items have been completed is the “**Effective Date**” of this Agreement. If a challenge is properly made to this Agreement or the Annexation, this Agreement will become effective after resolution of such challenge in favor of the Town.

1.3 Zoning upon Annexation. As of the date of this Agreement, the zoning for the Property is CB-1 PAD and is in the process of being amended in Pinal County under Case No.s PZ-014-17 and PZ-PD-014-17 to C-3 PAD (the “**PAD Amendment**”). Pursuant to ARIZ. REV. STAT. § 9-471(L), the Town has determined that the initial zoning for the Property shall be C-3 PAD if at the time of the adoption of the Annexation Ordinance, the PAD Amendment has been approved by the Pinal County Board of Supervisors. Upon the Effective Date, development of the Property will be governed by the requirements and restrictions of the C-3 PAD Zoning District, established by the Town of Queen Creek Zoning Ordinance (the “**Zoning Ordinance**”), except as otherwise provided by this Agreement. The C-3 PAD will be treated as an existing PAD for purposes of Section 4.11(I) of the Zoning Ordinance.

1.4 No Default. Any delay relative to the Effective Date of this Agreement by judicial challenge, referendum, or injunction filed by persons or parties acting independently of and not under the control of the Town will not be deemed a default by the Town.

1.5 Duration. This Agreement will automatically terminate on the tenth (10th) anniversary of the Effective Date (“Term”), unless this Agreement is rescinded or terminated earlier as provided for herein.

2. Development of Property.

2.1 General Plan. The Project, as conceptually shown on the Site Plan previously approved by Pinal County and attached to this Agreement as Exhibit B (the “Site Plan”), is consistent with the Town of Queen Creek General Plan in effect as of the date this Agreement is executed, as required under ARIZ. REV. STAT. § 9-500.05(B).

2.2 Site Plan Approval. Owner intends to develop the Project substantially in accordance with the Site Plan, which the Town confirms will be permitted following the annexation of the Property, as consistent with that certain Reciprocal Plan Review Agreement between Pinal County and Town and the Zoning. The Town agrees that from and after the Effective Date, no further Council action by the Town is required for Owner and/or its successors and assigns to develop the Project substantially in accordance with the Site Plan and that the Town of Queen Creek Design Standards, dated April 2017, do not apply to development on the Property. Future Site Plan amendments may be processed and approved in accordance with applicable Rules and Regulations (as defined in Section 3.1 below), and to the extent that the administrative relief and approval is provided for under the Zoning Ordinance, the Town agrees that the maximum flexibility permitted under the Ordinance shall be applied. Further, any Site Plan amendment for a portion of the Property that impacts less than 5 acres will be treated as a Minor Site Plan Amendment under the Town of Queen Creek Zoning Ordinance. For the term of this Agreement, Owner shall have a vested right to develop the Property in accordance with this Agreement, the Property’s C-3 PAD zoning designation and any subsequent amendments thereto (collectively, the “Zoning”), subject to the Rules and Regulations. Where the Zoning and the Agreement are inconsistent, this Agreement shall govern. Subject to the provisions of this Agreement, in no event shall Owner be required to waive or substantially modify or relinquish a vested right as a condition of development approval or issuance of a permit for the development of the Project in accordance with the Zoning.

2.3 Cooperation in the Implementation of the Zoning. Although no additional Council action will be required to implement the development of the Project in accordance with the Zoning, the Parties understand and agree that certain Town permits, inspections, and approvals will be required. The Town’s ordinary submittal, review, and approval processes shall apply to the development of the Project, except as otherwise specifically provided in this Section 2 and under the Rules and Regulations.

2.4 Zoning Amendments. The Town and Owner acknowledge that amendments to the Zoning may be necessary from time to time. If and when the Parties find that changes or adjustments are necessary or appropriate, they shall, unless otherwise required by the Rules and Regulations, effectuate minor changes or adjustments through administrative amendments approved by the Town’s Zoning Administrator which, after execution, shall be attached as an addendum to and become part of the Zoning, and which may be further changed and amended from time to time, with the approval of the Town and Owner. Unless otherwise required by the Rules and Regulations, no such minor amendment shall require notice or hearing.

All major changes or amendments shall be subject to review and approval by the Town Council in its sole discretion.

2.5 Development Fees and Infrastructure Financing.

A. Reimbursement of Development Impact Fees Paid to Pinal County.

If Pinal County building permits are issued for development of the Project and Development Impact Fees charged under ARIZ. REV. STAT. § 11-1102 are paid to Pinal County prior to the Effective Date for development of the Project on the Property, the Town, in consideration of (1) benefits received by the Town in connection with public infrastructure and other improvements funded by Development Impact Fees and (2) Owner’s cooperation in the annexation of the Property into the Town, thereby resulting in an economic detriment to Owner as a result of increased taxes applicable to property, construction and transactions occurring on or relating to the Property, shall reimburse to Owner all Development Impact Fees paid to Pinal County prior to the Effective Date as a condition to issuance of Project building permits, up to a maximum of \$1,000,000.00 (“**County Infrastructure Reimbursement**”). Any County Infrastructure Reimbursement will be paid to Owner within sixty (60) days of the Effective Date of Agreement and delivery to the Town of reasonable documentation establishing the amounts of all Development Impact Fees paid.

B. Payment of Town Development Impact Fees.

After the Effective Date, Owner shall pay to Town all Development Impact Fees charged by the Town under ARIZ. REV. STAT. § 9-463.05 in connection with particular building permits issued by the Town at the time a Certificate of Occupancy is issued by the Town in connection with improvements constructed pursuant to such building permit(s). The applicable Development Impact Fee will be calculated at building permit issuance and when paid shall be nonrefundable.

C. Reimbursement of Public Infrastructure Improvement Costs.

Development of the Project requires construction of the Public Infrastructure Improvements provided for in Section 4 below. Provided that the Public Infrastructure Improvements are completed in compliance with applicable public procurement requirements in effect at the time they are constructed, the Town agrees to reimburse Owner for its actual, documented costs of designing and constructing the Public Infrastructure Improvements up to \$300,000 (“**Reimbursable Public Improvement Costs**”). The payment of Reimbursable Public Improvement Costs will be made by the Town within sixty (60) days of Owner’s written request, which must include reasonable documentation of the Reimbursable Public Improvement Costs incurred and paid. If (1) Additional Property as described in Section 2.6 below is acquired by Owner and additional Public Infrastructure Improvements are required to be completed as a condition to development on such Additional Property beyond those described in Section 4 of this Agreement and (2) the Reimbursable Public Improvement Costs for the Project did not exceed \$300,000, the Town agrees that the cost of public infrastructure improvements required for development of the Additional Property will qualify as Reimbursable Public Improvement Costs so long as the total amount of Reimbursable Public Improvement Costs related to the Project does not exceed \$300,000.

D. Waiver of Administrative Fees. The Town shall waive all Administrative Fees under Article 7-6 of the Town Code, including, but not limited to: planning and engineering review fees, construction monitoring fees, building safety fees, and fire prevention fees (collectively, “**Administrative Fees**”), for new development on the Project, up to a maximum amount of \$50,000, for the term of this Agreement. All Administrative Fees in excess of \$50,000 owing thereafter during the term of this Agreement shall be paid at the time of application (or comparable act) by Owner.

2.6 Additional Property. The Town and Owner acknowledge that during the Term of this Agreement, Owner may acquire additional property adjacent to the Property to be developed as part of the Project. Upon the request of Owner and the submission of a site plan for the additional property, the Town agrees to consider and, if in the best interest of the Town as determined by the Town and in accordance with typically applicable notice and hearing requirements, if any, to incorporate into this Agreement the whole or portion of any properties adjacent to or proximate to the Property (the “**Additional Property**”) if and when Owner acquires such property. The Town and Owner agree that if Owner requests from the Town the incorporation of such Additional Property or portions thereof and if the Town consents: (A) thereafter, the Additional Property shall be included in the Property and shall be subject to and benefit from all provisions of this Agreement applicable thereto and any reference herein to the Property shall include such Additional Property; and (B) the Town and Owner shall cooperate in order for the Additional Property to receive the necessary land use approvals. For purposes of this Section 2.6, the Town agrees that upon Owner’s acquisition of the property at the northwest corner of Ironwood and Ocotillo identified on Exhibit B as “Corner”, such property will be included as the Property and Project without requiring an amendment to this Agreement. The parties acknowledge that as of the date of the Agreement, the zoning for the Corner is CB-1 PAD and upon annexation into the Town, will be assigned the Town’s C-1 PAD Zoning District.

3. Applicable Law.

3.1 Rules and Regulations. For the purposes of this Agreement, the term “**Rules and Regulations**,” shall mean the ordinances, rules, regulations, permit requirements, and other official policies of the Town or any other governmental authority with jurisdiction over such matter, in existence as of the execution of this Agreement except as those items may be modified by the Zoning and this Agreement. Except as otherwise expressly provided to the contrary in this Agreement, the Town shall not impose or enact any additional Rules and Regulations applicable to or governing the development of the Project for the term of this Agreement. Further, all plans approved in Pinal County prior to the Effective Date shall be honored by the Town, and no revisions to any such plans shall be required to obtain Town building permits for development of the Property substantially in conformance with the Site Plan. In the event a Town construction requirement or development standard is more restrictive or stringent than a Pinal County requirement for any portion of the Project for which a Pinal County application has been approved prior to the execution of this Agreement or is pending at the time of the execution of this Agreement, the Pinal County requirement shall govern.

3.2 Permissible Additions to the Rules and Regulations. Notwithstanding the provisions of Section 3.1 above, the Town may enact the following provisions and take the following actions, which shall be allowable additions to the Rules and Regulations and shall be binding on the development of the Property:

A. Rules and Regulations of the Town enacted as reasonably necessary to comply with requirements imposed on the Town by the State, County, or Federal government, provided that in the event such requirement prevents or precludes compliance with this Agreement, such effective provisions of this Agreement shall be modified, if legally possible, as may be necessary to achieve the minimum permissible compliance with such requirements;

B. Rules and Regulations enacted by the Town that are reasonably necessary to alleviate threats to public health and safety, in which event any such remedial or corrective enactments shall be rationally related to the alleviation of such threats and may be imposed only after allowing for public comment at an open meeting and shall not, in any event, be imposed unreasonably or arbitrarily;

C. Future updates of, and amendments to existing building, construction, plumbing, mechanical, electrical, drainage and similar construction and safety related codes, such as the recognized construction, safety organization or by the county, state, or federal government or by the Central Arizona Governments, provided that such building or safety code updates and amendments have been duly adopted by the appropriate publishing agency and are reasonably applied and, unless mandated by superior legal authority, shall not apply to any structures for which a permit has already been issued.

3.3 Approvals and Expedited Review. The Town shall grant and issue all approvals necessary to facilitate the development of the Property in accordance with this Agreement, subject to the Town's reasonable and customary review and approvals of plats, site plans and specifications, permits and other similar items in accordance with the Rules and Regulations. The Town agrees to expedite all plat, site plan and building applications in a timely manner, and agrees to an initial review of all future applications will be completed within ten (10) business days unless otherwise agreed upon by both Parties. Subsequent reviews will be completed within five (5) business days. To accommodate the review schedule required by this Agreement, owner acknowledges that the Town may employ outside consultants, the cost of which shall be the sole responsibility of the Town.

4. Public Infrastructure Improvements. The "Public Infrastructure Improvements" contemplated to be constructed by Owner in connection with development of the Project are delineated on Exhibit C attached hereto. Provided that the Project building area on the Property does not exceed one hundred forty thousand (140,000) square feet, the Town shall not require additional public infrastructure improvements or exactions beyond the Public Infrastructure Improvements described on Exhibit C to this Agreement.

4.1 Town Obligations.

A. Use of Easements and Rights-of-Way. To the extent that the Public Infrastructure Improvements are completed following the Effective Date, Owner, its agents, and employees, shall have the right, upon receipt from the Town of an appropriate encroachment permit, to enter and remain upon and cross over any Town easements or rights-of-way to the extent reasonably necessary to facilitate such construction and installation of the Public Infrastructure. Owner's use of such easements and rights-of-way, pursuant to an encroachment permit, shall not impede or adversely affect the Town's use and enjoyment thereof. Owner, at its sole cost and expense, will restore such Town easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Owner's entry upon completion of such construction and installation as reasonably determined by Town. Owner, its agents, and employees, also shall have the right, upon receipt from the Town of an appropriate encroachment permit, to enter and remain upon and cross over any Town easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the Town right-of-way not used for vehicular travel.

B. Municipal Services. Upon the Effective Date, the Town shall include the Property in any and all Town service areas and provide the Property with water services, sewer services, fire and medical services, police protection services, refuse collection services, and all other services provided by the Town, in a manner and cost comparable to those services provided to all commercial landowners and occupants of the Town.

4.2 Owner Obligations.

A. Construction of the Public Infrastructure Improvements and Coordination with Town. Owner shall be responsible for constructing or causing to be constructed the Public Infrastructure Improvements, in accordance with Section 2.5 of this Agreement. Owner shall cause the Public Infrastructure Improvements to be constructed and installed in a good and workmanlike manner, in accordance with final plans approved Pinal County and in compliance with the Rules and Regulations including applicable public procurement requirements. The Town shall reasonably cooperate with and assist Owner in complying with applicable public procurement requirements. Upon completion of the Public Infrastructure Improvements, and their acceptance by Town (if the improvements have not already been accepted by Pinal County), Owner will dedicate all such Public Infrastructure Improvements to Town, together with all applicable warranties provided by contractors and materialmen in connection with the construction of such Public Infrastructure Improvements.

B. Improvements to Property. Owner agrees that the Project shall be developed substantially in accordance with this Agreement and the Site Plan. Failure to complete the Project shall not constitute a default by Owner under this Agreement. Although not a requirement, the Project may be developed in multiple phases over the Term of this Agreement. The time frames and physical boundaries for each phase of the

Project, if any, are approximate and contingent upon market conditions, and matters beyond the control of Owner. If the Project is developed in phases, one or more of the phases or a portion of those phases may be undertaken contemporaneously, and phases are not required to be undertaken in sequential order. The physical boundaries of the phases (not the exterior physical boundaries of the Property) may be adjusted administratively, as mutually agreed by Owner and Town.

C. Transaction Privilege Tax on Activities. Owner agrees and understands that it is obligated to pay all applicable Town transaction privilege taxes related to new construction activities (that is, occurring on or after the Effective Date) in addition to all taxable activities on the Property upon completion and issuance of Certificates of Occupancy.

5. Default; Remedies; Termination.

5.1 Default. Failure or unreasonable delay by the Town or Owner to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within thirty (30) days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the “Cure Period”); provided further, however, that no such cure period shall exceed thirty (30) days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement, (B) terminate this Agreement or (C) institute an action for actual damages, with the Parties expressly waiving all rights to seek and recover special, exemplary, beneficial, consequential, punitive multiple or other similar damages.

5.2 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves and the cure period for the breach has expired, the Parties agree that there shall be a thirty (30) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Owner and the Town. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Town and Owner shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years’ experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation shall be divided equally between the Town and Owner. The results of the mediation shall be non-binding on the Parties, and any Party shall be free to initiate

litigation. This Section 5.2 shall not apply to any legal rights of Owner that must be exercised within a certain number of days that is less than forty-five (45).

5.3 No Personal Liability.

A. Town to Owner. No member, official, employee, or agent of the Town shall be personally liable to Owner, or any successor or assignee (1) in the event of any default or breach by the Town, or (2) pursuant to any obligation of the Town under the terms of this Agreement.

B. Owner to Town. No member, official, employee, or agent of Owner shall be personally liable to the Town (1) in the event of any default or breach by Owner, (2) for any amount that may become due to the Town, or (3) pursuant to any obligation of Owner under the terms of this Agreement.

6. General Provisions.

6.1 Cooperation. The Town and Owner hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

6.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

6.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

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

If to the Town: Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142
Attn: Development Services

If to Owner: CBDG Ironwood LLC
4455 East Camelback Road, Suite D-255
Phoenix, AZ 85018
Attn: Brian Frakes, Principal

With copy to: Bergin, Frakes, Smalley & Oberholtzer
 4343 E. Camelback Road, Suite 210
 Phoenix, AZ 85018
 Attn: Carolyn Oberholtzer

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party and upon proof of receipt or acceptance, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6.5 Governing Law; Venue. This Agreement shall be interpreted and governed according to the substantive laws of the State of Arizona without regard to principles of conflicts of laws. The exclusive venue for any dispute hereunder shall be the Superior Court of Arizona, in and for the County of Pinal, and the Parties hereby irrevocably waive any right to object to such venue.

6.6 Successors and Assigns. The rights established under this Agreement are not personal rights but attach to and run with the Property. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to ARIZ. REV. STAT. § 9-500.05(D). Upon (i) Owner's transfer of the Property, or any portion thereof, (ii) the express assumption of all obligations of Owner required in this Agreement by the transferee(s), in a form reasonably satisfactory to Town, and (iii) provided there is no default of Owner of any term or provision of this Agreement, the transferee(s) shall automatically become the Owner hereunder and the Town shall release all Owner from the obligations of this Agreement which require payment or reimbursement in connection with, or which are to be performed in or on, that portion of the Property that has been transferred with respect to all payments or reimbursements that actually have been made by Owner, and with respect to all performance that actually has been completed by Owner. At such time that multiple parties are Owners for the purpose of this Agreement, subsequent amendments to this Agreement may be processed as to portions of the Property without the consent of the remaining Owners, provided that such amendment does not impact the rights and obligations of that Owner under this Agreement.

6.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

6.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover

from the other Party all of its reasonable costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

6.9 Limited Severability. The Town and Owner each believe that this Agreement was executed, delivered and performed in compliance with all applicable Rules and Regulations. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the Town to do any act in violation of any applicable ordinances, rules, regulations, permit requirements, development fees and other official policies of the Town), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall 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 or 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.

6.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

6.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

6.12 Recordation of Agreement. This Agreement shall be recorded in the Pinal County Recorder's Office within ten (10) days after its approval and execution by the Town.

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

6.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

6.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

6.16 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism (“Force Majeure Event”).

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

6.18 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; provided however that the computation of time with respect to any obligation of Town shall exclude Friday as the last day of any applicable period. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

6.19 Amendment. No amendments are to be made to this Agreement except by written document executed by Town and Owner, except as provided for in Section 6.6 of this Agreement. Within ten (10) days after the execution of the amendment by the Parties thereto, the amendment shall be recorded by the Town with the Pinal County Recorder, Pinal County, Arizona. At such time as updated site plans are approved for the development contemplated in the Site Plan, such approved plans will become a part of the Site Plan without requiring or constituting amendment to this Agreement.

6.20 Assignment. This Agreement may be assigned by Owner to any successor in interest to the Property (or any portion thereof) without the consent of Town, but this Agreement (including but not limited to any rights of Owner granted by this Agreement) may not be assigned apart from a transfer of all of Owner’s interest in the Property.

6.21 Estoppel Certificate. Upon request by Owner, the Town shall, within fifteen (15) business days, respond and certify by written instrument to Owner that (a) the Site Plan is unmodified and in full force and effect, or if there have been modifications, that the Site Plan is in full force and effect as modified, stating the nature and date of such modification, (b) this Agreement is unmodified and in full force and effect, or if there have been modifications, that the Agreement is in full force and effect as modified, stating the nature and date of such modification, (c) the existence of any default under the Site Plan or this Agreement and the scope and nature of the default, and (d) any other matters that may reasonably be requested in connection with the development of the Property, any financing thereof, or any material aspect of the Site Plan. In the event Owner has not received an estoppel certificate within fifteen (15) business days from the date of Town’s receipt of the request, then in such event, Owner shall be entitled to prepare an estoppel certificate corresponding to such request and deliver the certificate to Town and such estoppel certificate shall be binding upon Town.

6.22 Proposition 207 Waiver. By executing this Agreement, Owner, on behalf of itself and any successors-in-interest to all or any portion of the Property hereby waives any right to claim diminution in value or claim for just compensation for diminution in value under ARIZ. REV. STAT. § 12-1134, et seq. arising out of any Town action permitted to be taken by the Town pursuant to this Agreement. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under ARIZ. REV. STAT. § 12-1134, et seq. as it exists or may be enacted in the future or that may be amended from time to time with regard to the Property with regard to Town actions permitted to be taken by the Town pursuant to this Agreement. In connection therewith, upon the request of the Town, Owner shall promptly execute and deliver to the Town, any and all such reasonable waivers of rights under Proposition 207 which may be reasonably requested by the Town consistent with this Agreement in order to more fully evidence the waiver set forth herein. Owner agrees to indemnify, pay, hold harmless and defend the Town, its officers, employees and agents, for, from and against any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from Owner seeking potential compensation, damages, attorney's fees or costs under ARIZ. REV. STAT. § 12-1134, et seq. that they may have, solely as a result of this Agreement, now or in the future.

6.23 No Boycott of Israel. Owner certifies pursuant to ARIZ. REV. STAT. § 35-393.01 that it is not currently engaged in, and for the term of this Agreement will not engage in, a boycott of Israel.

[SIGNATURES ON FOLLOWING PAGE]


Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

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

“OWNER”

CBDG IRONWOOD LLC,
an Arizona limited liability company

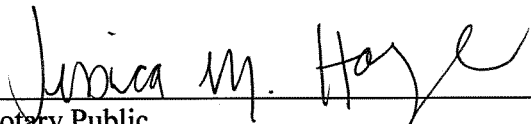
By: Common Bond Development LLC, an
Arizona limited liability company
Its: Manager

By: 
Name: Brian Frakes
Title: Manager

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on January 30th, 2018, by Brian Frakes, who acknowledged that he signed the foregoing instrument as the Manager of Common Bond Development LLC, an Arizona limited liability company, the Manager of CBDG Ironwood LLC, an Arizona limited liability company, for and on behalf of said entity.


Notary Public

[SEAL]



“TOWN”

TOWN OF QUEEN CREEK, an Arizona municipal corporation

By: *John Kross*
John Kross, Town Manager

ATTEST:

Jennifer Robinson
Jennifer Robinson, Town Clerk

STATE OF ARIZONA)
COUNTY OF ~~PINAL~~ Maricopa) ss.

The foregoing instrument was acknowledged before me February 7, 2018, by John Kross, Town Manager of the TOWN OF QUEEN CREEK, who acknowledged that he signed the foregoing instrument on behalf of the Town of Queen Creek.

Jennifer Robinson
Notary Public in and for the State of Arizona

My commission expires:

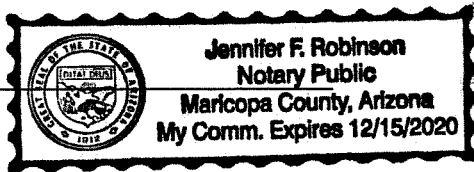


EXHIBIT A
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF QUEEN CREEK
AND
COMMON BOND DEVELOPMENT LLC

[Property Legal Description]

See following pages.

Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

LEGAL DESCRIPTION OVERALL DEVELOPMENT PARCEL

A PORTION OF TRACT "C1" OF IRONWOOD CROSSING-UNIT 1, ACCORDING TO CABINET H, SLIDE 011, RECORDS OF PINAL COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18, BEING A BRASS CAP IN HANDHOLE FROM WHICH THE EAST QUARTER CORNER BEING A BRASS CAP FLUSH, BEARS NORTH 00 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 2640.34 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS WEST, ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 85.30 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 20 SECONDS WEST, A DISTANCE OF 75.00 FEET TO THE WEST RIGHT OF WAY LINE OF IRONWOOD DRIVE;

THENCE SOUTH 44 DEGREES 53 MINUTES 16 SECONDS WEST, A DISTANCE OF 42.76 FEET, TO A LINE 55.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 18, SAID LINE BEING THE NORTH RIGHT OF WAY LINE OF OCOTILLO ROAD;

THENCE SOUTH 89 DEGREES 50 MINUTES 15 SECONDS WEST, ON SAID PARALLEL AND NORTH RIGHT OF WAY LINE, A DISTANCE OF 234.41 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 89 DEGREES 50 MINUTES 15 SECONDS WEST, ON SAID PARALLEL AND NORTH RIGHT OF WAY LINE, A DISTANCE OF 431.65 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS WEST, DEPARTING SAID PARALLEL AND NORTH RIGHT OF WAY LINE, A DISTANCE OF 564.63 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 20 SECONDS WEST, A DISTANCE OF 6.93 FEET;

THENCE NORTH 35 DEGREES 04 MINUTES 40 SECONDS WEST, A DISTANCE OF 66.62 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 67.44 FEET;

THENCE NORTH 49 DEGREES 22 MINUTES 56 SECONDS WEST, A DISTANCE OF 388.12 FEET TO THE NORTH LINE OF SAID TRACT "C1";

THENCE NORTH 44 DEGREES 57 MINUTES 55 SECONDS EAST, A DISTANCE OF 412.60 FEET ON THE NORTH LINE OF SAID TRACT "C1";

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF SAID TRACT "C1", A DISTANCE OF 713.89 FEET TO THE WEST RIGHT OF WAY LINE OF SAID IRONWOOD DRIVE;

THENCE SOUTH 00 DEGREES 13 MINUTES 40 SECONDS EAST, ON THE WEST RIGHT OF WAY LINE OF SAID IRONWOOD DRIVE, A DISTANCE OF 600.15 FEET;

Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

SIG
SURVEY INNOVATION
GROUP, INC

Ph (480) 922 0780 *Land Surveying Services* Fx (480) 922 0781
7301 EAST EVANS ROAD, SCOTTSDALE, AZ 85260

EXHIBIT
OVERALL DEVELOPMENT PARCEL
IRONWOOD DRIVE AND OCOTILLO ROAD
PINAL COUNTY, AZ

JOB#2018-092	DWG: 16-092 CYPRESS	DATE 2-17-17
SCALE: N.T.S.	DRAWN: JPH	CHK: JAS
		SHEET 1 OF 4

THENCE SOUTH 36 DEGREES 39 MINUTES 59 SECONDS WEST, ON THE WEST RIGHT OF WAY LINE OF SAID IRONWOOD DRIVE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 40 SECONDS EAST, ON THE WEST RIGHT OF WAY LINE OF SAID IRONWOOD DRIVE A DISTANCE OF 31.34 FEET TO THE NORTH LINE OF A PARCEL CONVEYED BY DEED IN RECORDING NO. 2011-085468;

THENCE SOUTH 89 DEGREES 50 MINUTES 36 SECONDS WEST, DEPARTING THE WEST RIGHT OF WAY LINE OF SAID IRONWOOD DRIVE AND ON THE NORTH LINE OF A PARCEL CONVEYED BY DEED IN RECORDING NO. 2011-085468, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST, ON THE WEST LINE OF A PARCEL CONVEYED BY DEED IN RECORDING NO. 2011-085468, A DISTANCE OF 104.50 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, ON THE WEST LINE OF A PARCEL CONVEYED BY DEED IN RECORDING NO. 2011-085468, A DISTANCE OF 42.00 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST, ON THE WEST LINE OF A PARCEL CONVEYED BY DEED IN RECORDING NO. 2011-085468, A DISTANCE OF 214.91 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS WEST, A DISTANCE OF 32.93 FEET;

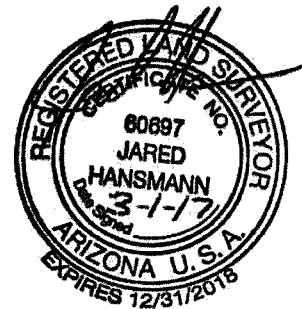
THENCE SOUTH 00 DEGREES 09 MINUTES 45 SECONDS EAST, A DISTANCE OF 264.38 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 15 SECONDS WEST, A DISTANCE OF 17.84 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 45 SECONDS EAST, A DISTANCE OF 10.00 FEET;

TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 805,311 SQUARE FEET OR 18.487 ACRES, MORE OR LESS.



Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

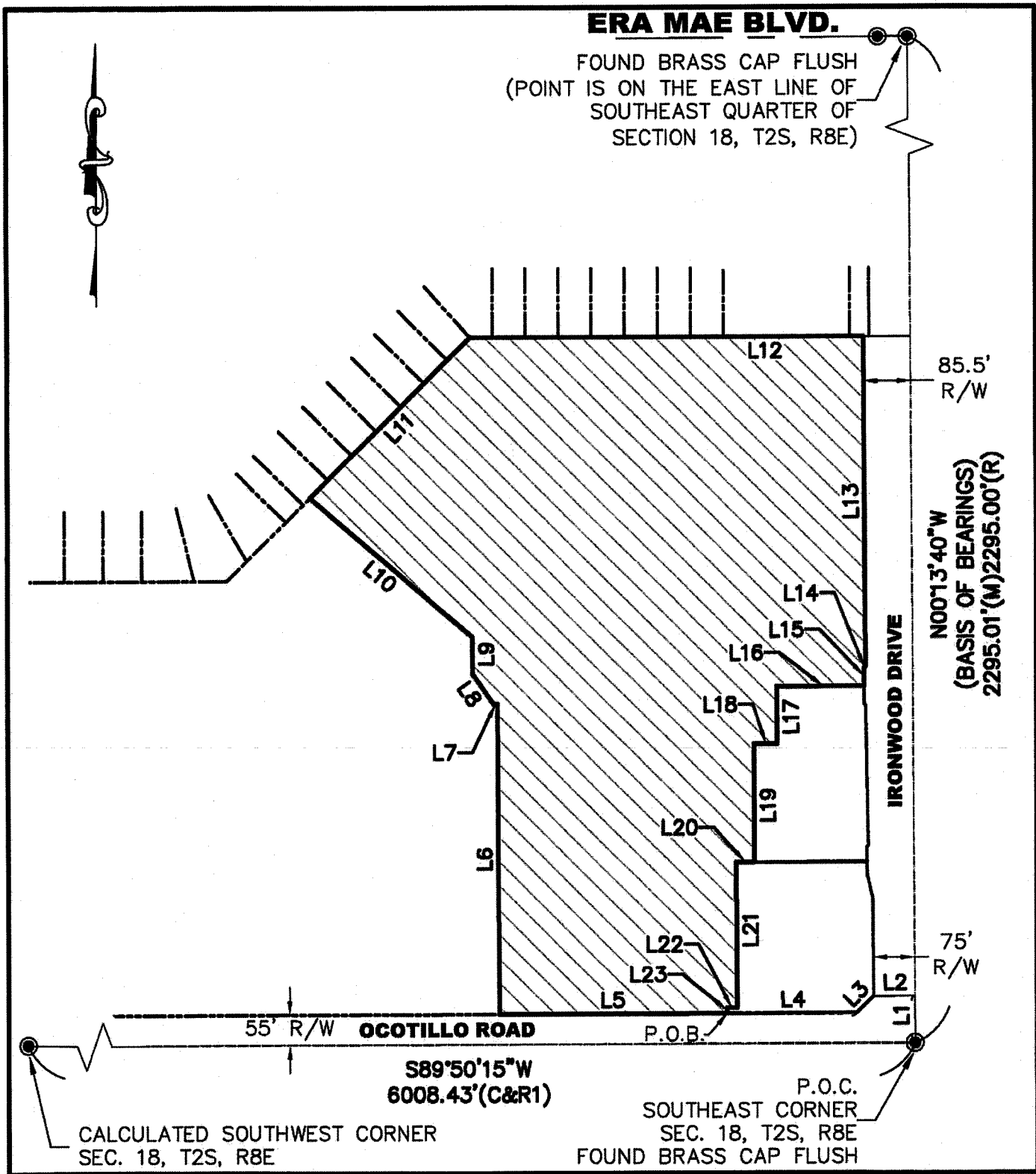
SIG

SURVEY INNOVATION GROUP, INC

Ph (480) 922 0780 Land Surveying Services Fx (480) 922 0781
7301 EAST EVANS ROAD, SCOTTSDALE, AZ 85280

**EXHIBIT
OVERALL DEVELOPMENT PARCEL
IRONWOOD DRIVE AND OCOTILLO ROAD
PINAL COUNTY, AZ**

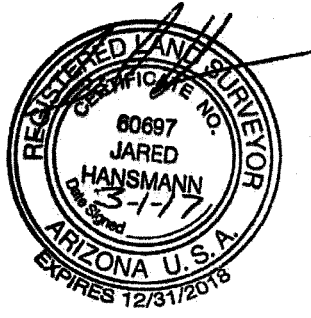
JOB#2016-092	DWG:16-092 CYPRESS	DATE 2-17-17
SCALE: N.T.S.	DRAWN: JPH	CHK: JAS
		SHEET 2 OF 4



Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

<p>SIG SURVEY INNOVATION GROUP, INC</p> <p>Ph (480) 922 0780 <i>Land Surveying Services</i> Fx (480) 922 0781 7301 EAST EVANS ROAD, SCOTTSDALE, AZ 85260</p>	<p>EXHIBIT OVERALL DEVELOPMENT PARCEL IRONWOOD DRIVE AND OCOTILLO ROAD PINAL COUNTY, AZ</p>
<p>JOB#2016-092 DWG:16-092 CYPRESS DATE 2-17-17</p> <p>SCALE:1"=250' DRAWN:JPH CHK:JAS SHEET 3 OF 4</p>	

Line Table		
LINE	DIRECTION	LENGTH
L1	N0°13'40"W	85.30'
L2	S89°46'20"W	75.00'
L3	S44°53'16"W	42.76'
L4	S89°50'15"W	234.41'
L5	S89°50'15"W	413.81'
L6	N0°13'40"W	564.63'
L7	S89°46'20"W	6.93'
L8	N35°04'40"W	66.62'
L9	N0°13'40"W	67.44'
L10	N49°22'56"W	388.12'
L11	N44°57'55"E	412.60'
L12	N90°00'00"E	713.89'
L13	S0°13'40"E	600.15'
L14	S36°39'59"W	5.00'
L15	S0°13'40"E	31.34'
L16	S89°50'36"W	157.76'
L17	S0°09'41"E	104.50'
L18	S89°50'19"W	42.00'
L19	S0°09'41"E	214.91'
L20	S89°50'33"W	32.93'
L21	S0°09'45"E	264.38'
L22	N89°50'15"E	17.84'
L23	S0°09'45"E	10.00'



Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

<p>SURVEY INNOVATION GROUP, INC</p> <p>Ph (480) 922 0780 <i>Land Surveying Services</i> Fx (480) 922 0781 7301 EAST EVANS ROAD, SCOTTSDALE, AZ 85280</p>	<p>EXHIBIT</p> <p>OVERALL DEVELOPMENT PARCEL</p> <p>IRONWOOD DRIVE AND OCOTILLO ROAD</p> <p>PINAL COUNTY, AZ</p>
JOB#2016-092 DWG:16-092 CYRPRESS DATE 2-17-17 SCALE: N.T.S. DRAWN: JPH CHK: JAS SHEET 4 OF 4	

EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF QUEEN CREEK
AND
COMMON BOND DEVELOPMENT LLC

[Site Plan]

See following pages.

Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT CBDG IRONWOOD LLC

EXHIBIT B

ON FILE IN DEVELOPMENT SERVICES DEPARTMENT OR TOWN CLERKS OFFICE

22358 S. ELLSWORTH ROAD

QUEEN CREEK, AZ 85142

Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

EXHIBIT C
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF QUEEN CREEK
AND
COMMON BOND DEVELOPMENT LLC

[Public Infrastructure Improvements]

See following pages.

Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT CBDG IRONWOOD LLC

EXHIBIT C

ON FILE IN DEVELOPMENT SERVICES DEPARTMENT OR TOWN CLERKS OFFICE

22358 S. ELLSWORTH ROAD

QUEEN CREEK, AZ 85142

Attachment: 3. Resolution 1186-18 CBDG Ironwood (PADA resolutions)

RESOLUTION 1183-18

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA APPROVING PURSUANT TO A.R.S. § 9-500.05 THE FIRST AMENDMENT TO THE PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND AMERCO REAL ESTATE COMPANY FOR THE ± 35 ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF EMPIRE AND ELLSWORTH ROADS.

WHEREAS, A.R.S. § 9-500.05 authorizes the Town to enter into pre-annexation development agreements relating to property outside the Town of Queen Creek; and,

WHEREAS, the pre-annexation development agreement is in the best interest of the Town; and

WHEREAS, the first amendment to the pre-annexation development agreement was approved by the Mayor and Common Council of the Town of Queen Creek at its regularly scheduled, agendaed and noticed council meeting on February 7, 2018, which action is, to the extent necessary, ratified hereby.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1. That the development agreement between the Town and AMERCO Real Estate Company attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved and adopted as presented.

Section 2. That the Mayor, Town Manager, the Town Clerk and Town Attorney are further authorized and directed to sign the pre-annexation development agreement and execute all other documents and instruments and to take such actions as are reasonably necessary or appropriate to consummate the transactions contemplated by this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of Queen Creek, Arizona this 21st day of February 2018.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright PLLC
Attorneys

Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

180R



5.C.d

**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS**

When Recorded mail to:

**Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142**

DATE/TIME: 02/13/2018 1302
FEE: \$13.50
PAGES: 18
FEE NUMBER: 2018-010602



(The above space reserved for recording information)

FIRST AMENDMENT TO PRE-ANNEXATION AND DEVELOPMENT AGREEMENT AMERCO

DOCUMENT TITLE

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNT RECORDER'S OFFICE.

Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

When recorded, return to:

Jennifer Robinson
Town of Queen Creek
Municipal Services Building
22358 S. Ellsworth Road
Queen Creek, AZ 85142

**FIRST AMENDMENT to the
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT**

The following First Amendment to the Pre-Annexation and Development Agreement (this "Amendment") is made this 7 day of February, 2018 and is incorporated into and made a part of that certain Pre-Annexation and Development Agreement dated May 19, 2017 and recorded in the Pinal County Records as Document No. 2017-037916 (the "Agreement"). This Amendment is made pursuant to Section 7.6(E) of the Agreement, which permits the Town and Owner of a portion of the Property to amend the Agreement insofar as it affects that Owner's portion of the Property. Accordingly, this Amendment is made by the Town of Queen Creek, an Arizona municipal corporation (the "Town") acting by and through the Mayor and Town Council (the "Council"); AMERCO Real Estate Company, an Arizona corporation ("AMERCO"); and Durham Real Estate, LLC, an Arizona limited liability company ("Durham"). AMERCO and Durham are sometimes referred to herein collectively as "Owners" or individually as an "Owner." The Town, AMERCO, and Durham are sometimes referred to herein collectively as the "Parties" or individually as a "Party." Capitalized terms not defined herein shall have the meaning assigned to them in the Agreement unless otherwise specified herein.

RECITALS:

- A. As is provided for in Section 7.20 of the Agreement, AMERCO has conveyed to Durham that portion of the Property more particularly described on Exhibit "One" and generally depicted on Exhibit "Two", attached hereto and incorporated herein by reference (the "Dealership Property"), and Durham is undertaking the development of a New Car Dealership at the Dealership Site pursuant to Section 7.6(A) of the Agreement. AMERCO retains ownership of that portion of the Property more particularly described on Exhibit "Three" and generally depicted on Exhibit "Two", attached hereto and incorporated herein by reference (the "U-Haul Property"); and the Dealership Property and U-Haul Property are sometimes referred to herein collectively as "Properties" or individually as "Property."
- B. The Agreement provides a Town Infrastructure Completion Schedule and an Owner Improvements Completion Schedule whereby the Town and Owner agree to complete certain obligations by the specified scheduled date.
- C. After the Agreement was executed and the Properties were annexed, a Petition for Special Action was filed in Pinal County Superior Court in Case No. CV-2017-01166 (the

Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

“Petition”), challenging the annexation (Case No. P17-0009, Ordinance No. 637-17) (the “Annexation”) of the Properties and causing a Force Majeure event under Section 7.16 of the Agreement.

- D. Pursuant to Ordinance No. 651-17, approval to rezone the Properties to C-2 in the Town of Queen Creek (Case No. P17-0119) was conditioned upon the Annexation of the Properties becoming final.
- E. Effective November 22, 2017, the Pinal County Superior Court dismissed the Petition and the Annexation of the Properties became final.
- F. The Parties desire to amend the Agreement to extend the completion schedules with respect to the Parties’ obligations to complete infrastructure and improvements, clarify that the Properties are now zoned C-2 in the Town of Queen Creek, and otherwise acknowledge that certain terms and conditions of the Agreement have been satisfied as of the date of this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendments. The Agreement is amended as follows:
 - A. Section 1.3, Zoning upon Annexation, is renamed Entitlements, and deleted in its entirety and replaced with the following:

Pursuant to Ordinance No. 651-17, effective November 22, 2017, Development of the Properties are governed by the requirements and restrictions of the Town’s C-2 Zoning District, established by the Town of Queen Creek Zoning Ordinance (the “**Zoning Ordinance**”), except as otherwise provided by this Agreement. The Major Site Plan Application for the Property, consistent with the Conceptual Land Use Plan, was conditionally approved by the Town of Queen of Creek Planning Commission on June 14, 2017, and became effective on November 22, 2017 upon final annexation of the Property (the “**Site Plan**”).
 - B. Section 3.3, Approvals; Expedited Review; Fee Waiver, is amended to delete the last two sentences and replaced with the following:

Further, except as provided in Section 5, below, the Town shall defer all engineering plan review fees, planning administrative fees, planning and zoning review fees, and building safety and permitting fees for development on the Property (collectively, “**Fees**”) otherwise owing; and provided that Durham has caused the first New Car Dealership to open on or before October 15, 2018 on the Dealership Property, those Fees shall be abated and all Fees owing thereafter during the term of this Agreement

shall be waived. In the event that Durham has not caused the first New Car Dealership to open on or before October 15, 2018 (subject to a Force Majeure Event as defined in Section 7.16 below), all deferred Fees shall be immediately due and payable by Owner, and all Fees owing thereafter during the term of this Agreement shall be paid at the time of application (or comparable act) by Owner.

C. Section 4.1(E), Infrastructure Completion Schedule, is deleted in its entirety and replaced with the following:

The Water Lines, Sewer Line, Road Improvements, and Traffic Signals are collectively referred to herein as the “**Public Infrastructure**.” To coincide with the opening of the first New Car Dealership on the Dealership Property by October 15, 2018, the Town completed contracting for all Public Infrastructure to the Properties by December 31, 2017, and agrees to work diligently along the following schedule to complete the Public Infrastructure by such date:

- March 31, 2018: Town has made and continues to make substantial progress on all Public Infrastructure;
- July 15, 2018: All Public Infrastructure is substantially complete.

If the Town does not adhere to the above schedule, except in the case of a Force Majeure Event (as described in Section 7.16 below) or any other event reasonably beyond the Town’s control, then Owner, after providing thirty (30) days’ written notice and an opportunity to cure, shall have the right and the obligation to construct or cause to be constructed and installed, in accordance with any applicable public procurement requirements, all unfinished portions of the Public Infrastructure, and the Town shall reimburse Owner for all costs associated therewith, inclusive of interest calculated at 3%, except where such costs are in excess of the limits established in Sections 4.1(A)-(D) above (“**Project Cap**”). In the event that any Owner completes Public Infrastructure for which the Project Cap is exceeded, public procurement will not be required unless the Town separately agrees to pay for the improvement. Owner shall cause the Public Infrastructure to be constructed and installed in a good and workmanlike manner, in accordance with the Town’s approved plans and in compliance with the Rules and Regulations.

D. Section 4.2(A), Improvements to Property, is deleted in its entirety and replaced with the following:

Durham shall cause such improvements to the Dealership Property as established herein and in the Site Plan (the “**Owner Improvements**”) and as provided for in any subsequent required site plan amendments in accordance with this Agreement, with the opening of the first New Car Dealership on the Dealership Property by October 15, 2018, subject to Force Majeure Events described in Section 7.16 below. Failure to complete the Owner Improvements shall not constitute a default under this Agreement. Durham agrees to provide monthly progress reports to the Town Manager regarding the anticipated, adjusted opening date until such time as the first dealership is open to

the public for business. Although not a requirement, the Property may be developed in multiple phases over the Term of this Agreement. The time frames and physical boundaries for each of the phases, if any, are approximate and contingent upon market conditions, and matters beyond the control of Owner. If the Property is developed in phases, one or more of the phases or a portion of those phases may be undertaken contemporaneously, and phases are not required to be undertaken in sequential order. The physical boundaries of the phases (not the exterior physical boundaries of the Property) may be adjusted administratively, as mutually agreed by Owner and Town.

E. Section 4.2(B), Owner Improvements Completion Schedule, is deleted in its entirety and replaced with the following:

Owners have obtained all required Town permits for the construction of the first New Car Dealership as of the date of this Amendment. Durham further agrees to work diligently to complete the first New Car Dealership by October 15, 2018. "Completion" shall mean that Durham has obtained a certificate of occupancy (or temporary certificate of occupancy) for the first New Car Dealership and the first New Car Dealership has opened for business on the Dealership Property.

In the event that Durham has not adhered to the above schedule, except in the case of a Force Majeure Event described in Section 7.16 below, then the Town, after providing ten (10) days' written notice and an opportunity to cure, shall have the right, in its sole discretion, (i) to suspend its obligations under Section 4.1, or (ii) to extend its performance under Section 4.1 on a day-for-day basis for each day that Durham has failed to achieve performance in accordance with the schedule above.

F. Section 4.2(E), Public Art Donation, is deleted in its entirety and replaced with the following:

In conjunction with the development of the Dealership Property, Durham has agreed to donate a public art piece valued at over \$25,000.00 (the "Art"), as described on Exhibit "Four", subject to the Zoning Administrator's review and approval of conceptual drawings related to the location of the Art. Durham further agrees that the public art piece will be located on the Dealership Property; and the Town agrees to pay construction and installation costs of the display pedestal for the Art, and to maintain the Art, including the removal of any graffiti. Durham and Town agree to enter into an easement and maintenance agreement to the extent reasonably necessary to facilitate construction, installation, maintenance, and insurance requirements related to the Art. Upon installation of the public art piece, as described on Exhibit "Four", the requirements and obligations under this Section 4.2(E) shall be automatically satisfied and extinguished as to the Property. If Durham determines after commercially reasonable efforts that the art contemplated in this Section cannot be completed by the first certificate of occupancy issued for the Dealership Property, it may elect, at its sole discretion, to donate \$20,000 to the Town for public art purposes.

2. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

- 3. Recordation of Amendment. Pursuant to Section 7.19 of the Agreement, within ten (10) days after the execution of this Amendment, this Amendment shall be recorded by the Town with the Pinal County Recorder, Pinal County, Arizona.
- 4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
- 5. Conflict of Interest. This Amendment and the Agreement may be cancelled by the Town pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year first written above.

[SIGNATURES ON FOLLOWING PAGES]

Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

"TOWN"

TOWN OF QUEEN CREEK, an Arizona municipal corporation.

By: *John Kross*
John Kross, Town Manager

ATTEST:

Jennifer Robinson
Jennifer Robinson, Town Clerk

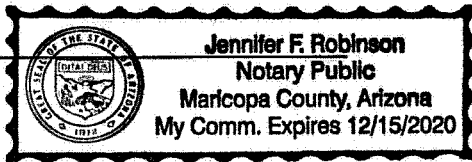
(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF ~~PINAL~~ *Maricopa*

The foregoing instrument was acknowledged before me *February 7*, 2018, by John Kross, Town Manager of the TOWN OF QUEEN CREEK, who acknowledged that he signed the foregoing instrument on behalf of the Town of Queen Creek.

Jennifer Robinson
Notary Public in and for the State of Arizona

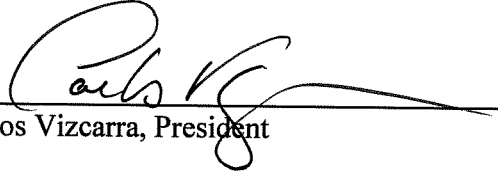
My commission expires:



Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

“AMERCO”

AMERCO REAL ESTATE COMPANY,
an Arizona corporation.

By: 
Carlos Vizcarra, President

(ACKNOWLEDGMENT)

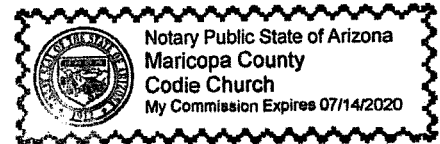
STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me Feb. 5th, 2018,
by Carlos Vizcarra, who acknowledged that he/she signed the foregoing instrument as President
on behalf of AMERCO REAL ESTATE COMPANY.


Notary Public

My commission expires:

7-14-2020



Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

EXHIBIT ONE
TO
THE AMENDMENT
BETWEEN
THE TOWN OF QUEEN CREEK,
AMERCO REAL ESTATE COMPANY, AND
DURHAM REAL ESTATE, LLC

[Dealership Property Legal Description]

See following pages.

Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

EXHIBIT ONE**DEALERSHIP PROPERTY
LEGAL DESCRIPTION**

A PORTION OF LAND BEING SITUATED WITHIN SECTIONS 3 & 4, TOWNSHIP 3 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 34, BEING A BRASS CAP IN HAND HOLE AT THE INTERSECTION OF ELLSWORTH ROAD AND EMPIRE ROAD, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 34, BEING A BRASS CAP FLUSH, BEARS N89°20'28"E, A DISTANCE OF 2640.66 FEET;

THENCE N89°20'28"E ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 55.00 FEET;

THENCE S00°16'02"E ALONG THE WESTERLY LINE OF ROADWAY RIGHT-OF-WAY AS DESCRIBED IN DOCUMENT 2009-108707, RECORDS OF PINAL COUNTY, ARIZONA, A DISTANCE OF 165.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS N89°45'53"E, A DISTANCE OF 1145.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 1145.00 FEET, A CENTRAL ANGLE OF 15°58'39", AND AN ARC LENGTH OF 319.30 FEET TO THE POINT OF BEGINNING;

THENCE N74°24'19"E, A DISTANCE OF 20.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS N73°42'16"E, A DISTANCE OF 1120.15 FEET;

THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 1120.15 FEET, A CENTRAL ANGLE OF 13°16'35", AND AN ARC LENGTH OF 259.56 FEET TO A NON-TANGENT POINT;

THENCE N89°20'28"E, PARALLEL TO AND 220.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 335.26 FEET; THENCE N00°39'32"W, A DISTANCE OF 40.00 FEET;

THENCE N89°20'28"E, PARALLEL TO AND 180.00 FEET SOUTH OF SAID NORTH LINE OF SECTION 3, A DISTANCE OF 485.70 FEET;

THENCE S00°42'21"E, A DISTANCE OF 1097.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY WHOSE RADIAL POINT BEARS N14°38'35"E, A DISTANCE OF 1145.00 FEET, AND A POINT ON THE NORTHERLY RIGHT-OF-WAY EASEMENT LINE OF HUNT HIGHWAY, AS DESCRIBED IN DOCUMENT 2009-097210, RECORDS OF PINAL COUNTY, ARIZONA;

THENCE NORTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY EASEMENT LINE OF HUNT HIGHWAY, ON SAID NON-TANGENT CURVE HAVING A RADIUS OF 1145.00 FEET, A CENTRAL ANGLE OF 59°06'26", AND AN ARC LENGTH OF 1181.20 FEET TO THE POINT OF BEGINNING.

EXHIBIT TWO
TO
THE AMENDMENT
BETWEEN
THE TOWN OF QUEEN CREEK,
AMERCO REAL ESTATE COMPANY, AND
DURHAM REAL ESTATE, LLC

[Property Depiction]

See following pages.

Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

FIRST AMENDMENT TO PRE-ANNEXATION AND DEVELOPMENT AGREEMENT AMERCO

EXHIBIT 2

ON FILE IN DEVELOPMENT SERVICES DEPARTMENT OR TOWN CLERKS OFFICE

22358 S. ELLSWORTH ROAD

QUEEN CREEK, AZ 85142

Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

EXHIBIT THREE
TO
THE AMENDMENT
BETWEEN
THE TOWN OF QUEEN CREEK,
AMERCO REAL ESTATE COMPANY, AND
DURHAM REAL ESTATE, LLC

[U-Haul Property Legal Description]

See following pages.

Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

EXHIBIT THREE**U-HAUL PROPERTY
LEGAL DESCRIPTION**

A PORTION OF LAND BEING SITUATED WITHIN SECTIONS 3 & 4, TOWNSHIP 3 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34 BEING A BRASS CAP IN HAND HOLE AT THE INTERSECTION OF ELLSWORTH ROAD AND EMPIRE BOULEVARD FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 34 BEING A BRASS CAP FLUSH BEARS N 89°20'28" E, 2640.66 FEET;

THENCE N 89°20'28" E ALONG THE NORTH LINE OF SAID SECTION 4, 1392.18 FEET;

THENCE S 00°12'05" E, 24.99 FEET TO THE **POINT OF BEGINNING**.

THENCE S 00°12'05" E, 1360.89 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HUNT HIGHWAY;

THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY OF HUNT HIGHWAY THE FOLLOWING TWO COURSES:

THENCE N 80°30'29" W, 394.55 FEET TO A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1161.50 FEET, A CENTRAL ANGLE OF 04°51'33", AND A LENGTH OF 98.51 FEET;

THENCE N 00°42'21" W, 1114.74 FEET;

THENCE S 89°20'28" W, 485.70 FEET;

THENCE S 00°39'32" E, 40.00 FEET;

THENCE S 89°20'28" W, 335.26 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ELLSWORTH ROAD, SAID POINT BEING A POINT ON A NON-TANGENT CURVE;

THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ELLSWORTH ROAD THE FOLLOWING TWO COURSES:

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1125.00 FEET, A CENTRAL ANGLE OF 02°46'18", A LENGTH OF 54.42 FEET, AND A RADIAL BEARING OF N 86°57'30" E;

THENCE N 00°15'27" W, 6.74 FEET;

THENCE N 44°32'43" E, 119.02 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EMPIRE BOULEVARD;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF EMPIRE BOULEVARD THE FOLLOWING NINE COURSES:

THENCE N 89°20'28" E, 241.66 FEET;

THENCE N 00°39'32" W, 35.00 FEET;

THENCE N 89°20'28" E, 200.00 FEET;

THENCE N 00°39'32" W, 5.00 FEET;

THENCE N 89°20'28" E, 200.00 FEET;

THENCE N 00°39'32" W, 5.00 FEET;

THENCE N 89°20'28" E, 200.00 FEET;

THENCE N 00°39'32" W, 5.00 FEET;

THENCE N 89°20'28" E, 391.98 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 761,144 SQ. FT.
(17.47 ACRES) MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS,
RIGHTS-OF-WAY OF RECORD OR OTHERWISE.

EXHIBIT FOUR
TO
THE AMENDMENT
BETWEEN
THE TOWN OF QUEEN CREEK,
AMERCO REAL ESTATE COMPANY, AND
DURHAM REAL ESTATE, LLC

[Public Art Piece Description]

See following pages.

Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)

FIRST AMENDMENT TO PRE-ANNEXATION AND DEVELOPMENT AGREEMENT AMERCO

EXHIBIT 4

ON FILE IN DEVELOPMENT SERVICES DEPARTMENT OR TOWN CLERKS OFFICE

22358 S. ELLSWORTH ROAD

QUEEN CREEK, AZ 85142

Attachment: 4. Resolution 1183-18 Amerco Amendment 1 (PADA resolutions)



Requesting Department

Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM: CHRIS ANARADIAN, DEVELOPMENT SERVICES DIRECTOR
BRETT BURNINGHAM, PLANNING ADMINISTRATOR;
CHRISTINE SHEEHY, PRINCIPAL PLANNER**

RE: Public Hearing and Possible Action on “RZ16-045 and Ordinance 621-16 Malone Place Planned Area Development (PAD) Scrivener’s Error Correction”, a request by staff to correct a scrivener’s error by adding C-2/PAD to the Staff Reports and correcting Ordinance 621-16. The original case included approximately 377 acres generally located at the southeast corner of Signal Butte Road and Queen Creek Road.

DATE: February 21, 2018

Planning Commission Recommendation:

On February 6, 2018, the Planning Commission approved adding the zoning district C-2/PAD to the Staff Reports and Ordinance 621-16 to correct a scrivener’s error with a vote of 5-0.

Proposed Motion:

Move to approve adding the zoning district C-2/PAD to the Planning Commission Staff Reports and Ordinance 621-16 to correct a scrivener’s error.

Discussion:

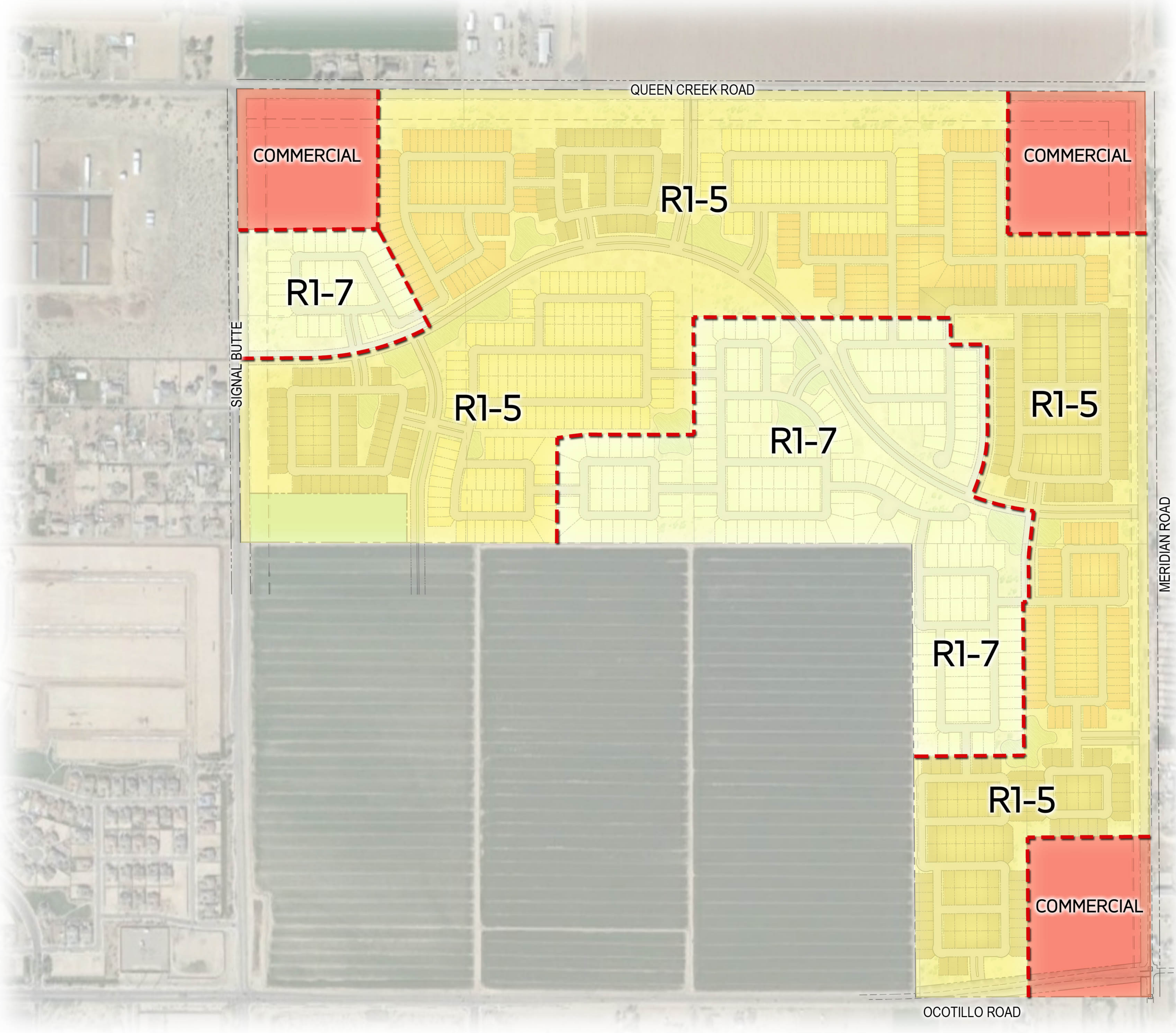
Inadvertently, the text of the Staff Reports and notices for Case RZ16-045 did not include the zoning district designation of C-2/PAD. The Applicant’s submittal, however, which included a Narrative, development plan and zoning maps among other documents included three C-2/PAD commercial corners. See attached exhibits. When the case was presented to the Planning Commission and Council in public meetings and in documents available to the public, it was clear that there were three commercial corners included in the application. The text in the notices and in the staff reports, however, did not list the commercial corners as C-2/PAD. This scrivener’s error was later discovered, which necessitated this request. This same request was presented to the Planning Commission on February 7, 2018, which unanimously recommended for approval by the Council. No one from the public spoke on this request.

History:

September 21, 2016: Town Council approved Ordinance 621-16 authorizing the rezoning of 377 acres (Malone Place) from R1-43 (Rural Estate District) to a Planned Area Development PAD/R1-5 (Urban Development District) and R1-7 (Urban Development Type A District). **C-2 (GENERAL COMMERCIAL)/PAD DISTRICT WAS INADVERTENTLY LEFT OUT OF THE TEXT IN THE STAFF REPORT AND ORDINANCE.**

Attachment(s):

1. Zoning Map Exhibit
2. Development Plan
3. Malone Place PAD Narrative w Exhibits 8-23-2016
4. Ordinance 621-16 CORRECTED



R1-5:
 45'x125'
 55'x100'
 55'x125'

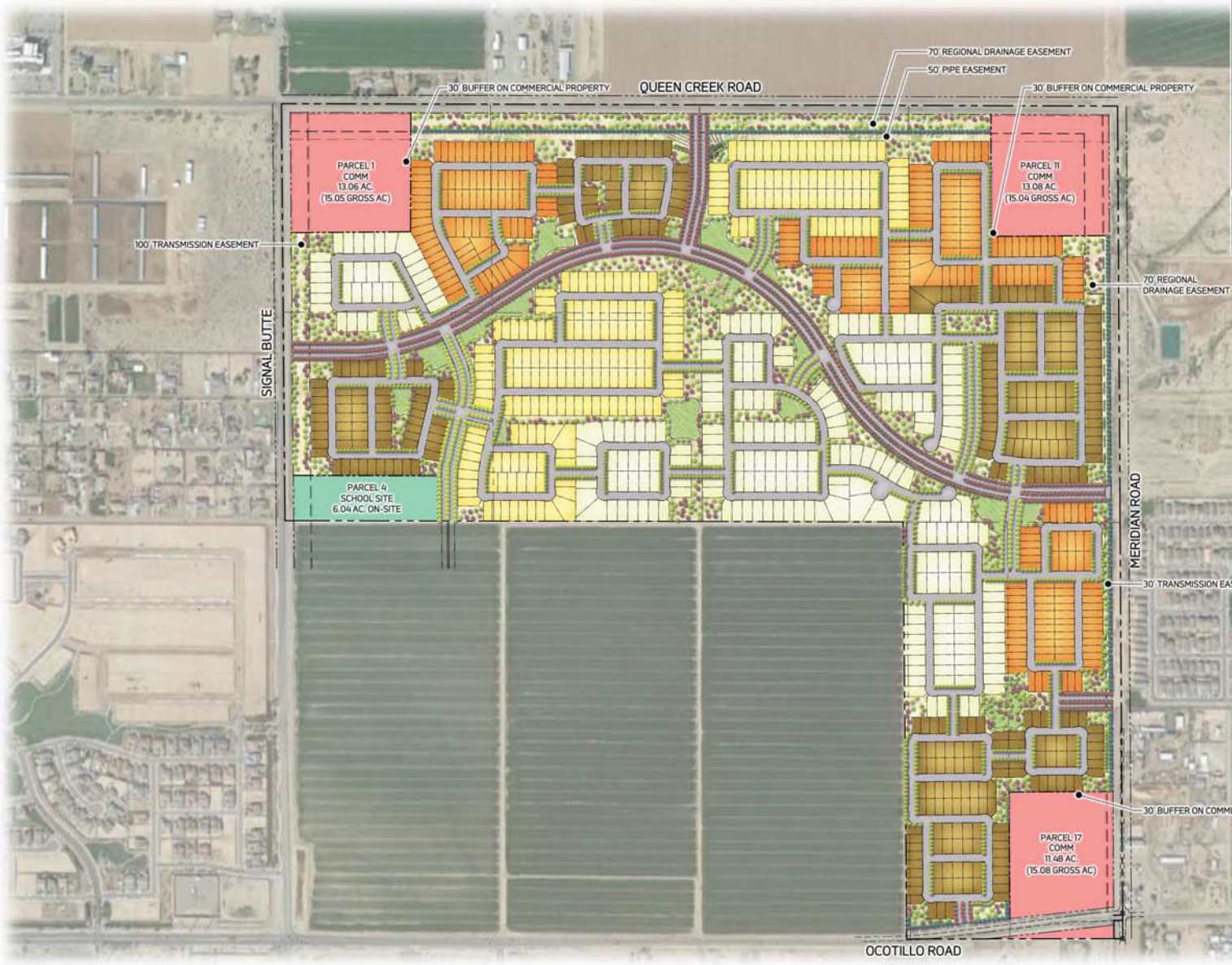
R1-7:
 65'-130'

Malone Place

Zoning
Master Plan

plan scale 1:300'
date: 08.24.16

andersonbaron
 plan · design · achieve
 50 n. mcclintock drive, ste 1
 chandler, arizona 85226
 ph. 480.699.7956 f.480.699.7986

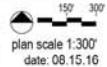


Data Table Overall				
Use	Area	Area Mix	Units	Unit
Commercial	37.06	9.83%		
School Site	6.04	1.60%		
Single Family Res.	334.03	88.57%	1129	3.38 D
55' x 100'			327	29.0
45' x 125'			294	26.0
55' x 125'			271	24.0
65' x 130'			237	21.0
Total Net	377.13 Acres			
Open Space	44.77	13.40%		
Easements/OS	22.04	6.60%		
Open Space	66.81	20.00%		

Attachment: 2. Development Plan (RZ16-045 and Ordinance 621-16 Malone Place Planned Area

Malone Place

Conceptual
Development Plan



andersonbar
 plan • design • archi
 50 m. mcclintock drive,
 Chandler, Arizona 85
 ph. 480.699.7950 f. 480.699.1

Malone Place

Planned Area Development Narrative (Meridian Ranch MGPA)

Submitted by:

Bowman Consulting Group, Ltd.

1295 W. Washington St., Suite 108
Tempe, Arizona 85282
480-629-8830

And

Pew and Lake, PLC

1744 S Val Vista Drive, Suite 217
Mesa, Arizona 85204
Phone: 480-461-4670

Submitted on Behalf of:

W Holdings

1121 West Warner Road, Suite 109
Tempe, Arizona 85284

And

Langley Properties

2738 E Guadalupe Road
Gilbert, Arizona 85234

Submitted to:

Town of Queen Creek

22350 South Ellsworth Road
Queen Creek, Arizona 85242

August 2016

Malone Place PAD (Meridian Ranch MGPA)

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Development Plan	Exhibit C
Typical Lot Fit	Exhibit D
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Entry Monument.....	Exhibit F
Master Wall Plan and Wall Exhibit.....	Exhibit G
Water and Sewer Exhibit.....	Exhibit H
Grading and Drainage Plan.....	Exhibit I

Attachment: 3. Malone Place PAD Narrative w Exhibits 8-23-2016 (RZ16-045 and Ordinance 621-16 Malone Place Planned Area Development

Malone Place PAD (Meridian Ranch MGPA)

1. REQUEST

Bowman Consulting, on behalf of W Holdings and Langley Properties, is proposing a 1,129 lot community with 3 commercial corners located on the west side of Meridian Road, south of Queen Creek Road, east of Signal Butte Road and north of Ocotillo Road in the Town of Queen Creek. The net acreage is approximately 377 (net of arterial roadways). The Malone Place Planned Area Development will consist of approximately 1,129 lots on approximately 334 residential net acres of land at a density of 3.38 du/ac. A density which is compatible to the surrounding Medium Density and Medium High Density Residential land use classifications and developed residential communities surrounding the site. This request is to rezone the Property from the current R1-43 (Rural Estate District) to R1-7, R1-5, and C-2 Commercial Planned Area Development (PAD). This will provide a mixture of residential lot sizes and provide commercial areas at the arterial intersections for quick access to shopping and business services to the residents as is also depicted on the Queen Creek General Plan map.

2. BACKGROUND

This site is composed of seven agricultural parcels, 304-64-002B, 002C, 002D, 002E, 001D, 003P, 003M and 003N. Historically the project area has been used for agricultural purposes and farming for decades. This proposal will continue to allow the agricultural uses to take place until which time the site is developed as well as maintain the tax status for farming until developed.

The proposal will allow a land use designation that is fully compatible and complementary with adjacent uses, providing for smoother transitions between existing and new development and varying intensities of uses. This proposal is being processed concurrently with the General Plan Amendment for the subject property. The General Plan Amendment is seeking Medium-High Density Residential (0-5 du/ac) along with a PAD zoning limiting the density to 3.38 du/ac, and leaving the existing Commercial land uses. Accordingly this PAD zone request will provide commercial corners at the intersections of Queen Creek and Signal Butte Roads, Queen Creek and Meridian Roads and Ocotillo and Meridian Roads.

3. CONSISTENCY WITH THE GENERAL PLAN

Malone Place (the Project) will be in compliance with the General Plan, once the General Plan Amendment is approved by Town Council. This property currently is designated as Employment Type A with commercial corners. The General Plan Amendment designates this area for Medium-High Density Residential (0-5 du/ac) and leaves the commercial land uses. The general plan can be amended through the legislative process once a year. The process to change the general plan takes several months and has included several neighborhood meetings, planning commission hearings and Town Council hearings. The desired density for the Project is at 3.38 dwelling units to the acre. The proposed Planned Area Development (PAD) demonstrates how this property will be zoned to be in compliance with the proposed General Plan Amendment. In addition, it provides minimum lot sizes and development standards consistent with the surrounding residential densities and the Town's General Plan's Vision of "Keeping Queen Creek Unique" through the following:

Malone Place PAD (Meridian Ranch MGPA)

Land Use Element Goals & Policies

Goal 1 - Policy 1a

This rezone will protect and promote the Town's sustainable future while providing a unique, attractive, and desirable community by providing land uses and infrastructure that transition from the current vision and development of the Town to the future.

Goal 3 – Policy 3b

This rezone will provide housing opportunities within the Town for medium-high density residential areas near future shopping and employment areas while buffering the existing lower density residential areas.

Goal 3 – Policy 3d

This rezone will help ensure compatibility between new projects and existing neighborhoods by providing appropriate transitional treatments. The rezone is compatible with the surrounding existing development and proposed future development.

Goal 4 – Policy 4a

This rezone will diversify the area to become more economically sustainable by providing a consumer and employment population base that is closer to the nearby commercial and employment areas for long term success.

Growth Areas Element Goals & Policies

Goal 4 – Policy 4a

This rezone is maximizing the benefit of planning large parcels together. They will be served by the same facilities and improvements, allowing the Town to plan more cohesively for future development.

Goal 4 – Policy 4b

By showing the parcels together with their future land use, the Town can better plan and size future infrastructure needs for future “build out” system capacities.

Economic Development Element Goals & Policies

Goal 1 – Policy 1a

This rezone proposes building an economically attractive community providing new investment in the Town's future sustainable development with close access to future commercial and employment developments without having the issue of incompatibility.

Goal 1 – Policy 1c

This rezone proposes the opportunity for a variety of housing to enhance the Town's attractiveness for companies locating in the southeast valley and the Phoenix-Mesa Gateway Airport area and with close proximity to a variety of services, housing options and desired amenities.

Malone Place PAD (Meridian Ranch MGPA)

4. RELATIONSHIP TO SURROUNDING PROPERTIES

This site is bound on the south by Ocotillo Road, on the north by Queen Creek Road, on the east by Meridian Road and on the west by Signal Butte Road. The General Plan Land Use classifications, along with the existing zoning and uses for the adjacent parcels, are listed in **Table 1 – Adjacent Land Uses**.

Table 1 – Adjacent Land Uses

Direction	General Plan Land Use	Existing Zoning	Existing Use
North	Medium High-Density Residential (0-5 DU/AC)/ Employment Type A	Employment A and R1-5	Agricultural Farms
East	Medium-Density Residential (0-3 DU/AC)/ Commercial	R1-7/ R1-9 PAD/ RU-43 (Pinal County)	Single Family Residential/ Vacant Land
South	Medium High-Density Residential (0-5 DU/AC)/ Commercial	RU-43 (Maricopa County)	Country Mini Farms Unit 2
West	Medium-Density Residential (0-3 DU/AC)/ Commercial	RU-43 (Maricopa County)	Dairy and Mini Farms

IMPACT ON SURROUNDING PROPERTIES

This request will benefit the Town of Queen Creek by redesignating stagnant and excessive amounts of Employment to Residential. This redesignation and subsequent rezoning will remove an island of Industrial/Employment completely surrounded by residential neighborhoods. Currently, the existing single family residential communities of Charleston Estates, Church Farms and Ironwood Crossing are located adjacent to the site. West of the Project is a small Dairy/Mini Farm. The Project will have a large 100' SRP power line corridor adjacent to Signal Butte Road. There will also be a landscape tract between the power line easement and the homes creating an adequate buffer. This community master plan provides for transitions around the commercial corners and helps further buffer the more intense uses which may occur north of Queen Creek Road more appropriately. See *Vicinity Map – Exhibit A*.

5. CIRCULATION

The site is bounded by four arterial roadways, Signal Butte Road, Meridian Road, Queen Creek Road and Ocotillo Road. Because of the excessive amounts of Industrial Land in the Southeast Valley, it is unlikely that the market would absorb a sufficient amount of industry that would warrant the development for a very long time. This land use change will align the land uses with the market and accelerate the improvements of offsite roadways thereby completing the adjacent arterial roadway network sooner. The project will have direct access onto the arterials during the design phases. Currently Signal Butte, Queen Creek and Ocotillo Roads have been improved to a paved two lane roadway. In the future they will need to be improved to full 4-lane Arterials. Meridian Road currently does not exist and will also need to be improved to its ultimate build out as a Minor Arterial. The main collector road that connects Signal Butte to Meridian is curvy linear in design creating a natural traffic calming device.

Malone Place PAD (Meridian Ranch MGPA)

In addition, this roadway will be landscaped in the median at places near the arterial perpendicular connections. Improvements to the roadway infrastructure will not only benefit the residents in close proximity to the project, but the entire Town in helping to move people to employment and retail opportunities more quickly thus reducing time spent commuting. Arterial roadway improvements will occur as the adjacent parcels develop within the Malone Place PAD.

6. DEVELOPMENT PLAN

Malone Place consists of approximately 377 residential and commercial net acres and its location is ideally suited for residential and commercial development. The development plan for Malone Place illustrates how the Project will be designed for maximum efficiency and benefits to the future residents through open space, trails and community facilities. The plan also better demonstrates how the requested modifications to certain development and design standards are warranted for increased housing options and a more thoughtfully designed community. Reference **Exhibit C – Development Plan** for further detail.

Residential

The maximum number of lots permitted under the development plan is 1,129. Residential Development Standards for the Malone Place project are shown in **Table 2 – Proposed Residential Development Standards**. Reference **Exhibit D - Typical Lot Fit**, for clarification on the lot layouts.

Table 2 - Proposed Residential Development Standards

**Deviations from the Town Code are bolded.*

Standard	R1-5 PAD (Proposed)	R1-5 (Code)	R1-7 PAD (Proposed)	R1-7 (Code)
Minimum Lot Area (SF)	per code	5,000	per code	7,000
Minimum Lot Width	45'	50'	65'	70'
Minimum Lot Depth	per code	70'	per code	100'
Maximum Lot Coverage	per code	50% (1)	per code	40% (4)
Maximum Height	per code	30'	per code	30'
Minimum Setbacks				
<i>Front</i>	per code	20' (2)	per code	20' (2)
<i>Sides</i>	per code	5'	per code	5' & 10' (5)
<i>Rear</i>	per code	20' (3)	per code	25'

(1) 55% for single story homes.

(2) 20' to front of garage (front entry)/10' to front of garage (side entry) and living area/10' to covered front porch.

(3) 20' for two-story homes/15' for single-story homes and / or covered patios.

(4) In the R1-7 district, lot coverage may increase up to five percent (5%) for houses that provide front porches that meet the design criteria stated in Town of Queen Creek Design Standards.

(5) In the R1-7 district, adjoining lots shall have a minimum spacing of fifteen feet (15') between buildings. For example, if one (1) lot has an existing five foot (5') side yard setback, then the adjoining lot shall have a side yard minimum of a ten foot (10') setback. Staggered setbacks are encouraged to create differentiation in building orientation to the street.

Malone Place PAD (Meridian Ranch MGPA)

It is proposed that the R1-5 district will allow the 55' x 100' lot size. The dimensions for this lot size exceed the minimum requirements. This product is targeting the "lock and go" retail buyer. This lot size is a 5,500 average square foot lot and is 29% of the overall plan.

The request to go from a 50' wide lot to a 45' wide lot in the R1-5 district is based on the following criteria: The 45' wide lot will have a depth of 125'. The code requires a minimum of 70'. This will give a substantial increase to the overall lot depth and size. This is an overall enhancement to this lot size. This lot size is a 5,625 average square foot lot and is 26% of the overall plan.

The 55'x125' lot size is provided in the same R1-5 district to allow for a conventional housing product. The code requires a minimum of 70' and the depth being offered is 125'. This will give a substantial increase to the overall lot depth and size. This is an overall enhancement to this lot size. The average square foot for this lot is 6,875 and accounts for 24% of the overall plan.

It is proposed that the 65'x130' lot size in the R1-7 district is seeking a minor modification going from 70' to 65' wide lots. However, the dimensions for this lot also exceed the minimum requirements going from 100' in depth to 130' in depth. This lot size will be the largest in this community at 6,875 average square feet and is 21% of the overall plan.

Commercial

The commercial corners within Malone Place are planned to provide general commercial and light commercial activities to the residents and the surrounding communities. These areas will be buffered by landscaping, open space and transitional residential zoning categories. The PAD will utilize the same development standards within the Town of Queen Creek Zoning Ordinance as of the date of this PAD adoption. The requirement to have a 30 foot landscape buffer will be on the commercial side.

OPEN SPACE

In consideration of the modified standards being proposed for Malone Place, this development will provide 20%, approximately 66 acres of open space. The minimum open space required is 20% in the R1-7 and R1-5 districts and a minimum of 15% is required in the C-2 district.

Active open space amenities, including a large 4.5-acre community park and four smaller community parks to help maximize the 30% active open space requirement by providing over 35 acres (52%) of active open space out of the total 66 acres. In addition to these parks there will be smaller neighborhood pocket parks for residents to recreate a short distance from their home.

To further create active areas, a linear trail system is provided throughout Malone Place. *The Trails and Park Plan* in **Exhibit E**, demonstrates the extensive trails network will buffer the Project along Signal Butte Road following the Abel-Moody transmission line. The Abel-Moody line is a 100' wide transmission easement that runs along the east side of Signal Butte Road from Queen Creek Road on the north to the south of the project. Within this corridor a trail system will further connect the residents with other communities and amenities within Queen Creek and provide another active open space and landscaped view corridor.

Malone Place PAD (Meridian Ranch MGPA)

The Town of Queen Creek regional trail system requires a 12' wide unpaved trail to be located along Meridian Road and Queen Creek Road. This will be part of the Malone Place trail network. The internal East West collector road will have sidewalks on both sides to easily connect residents to the parks along this roadway.

The main entrance with thematic monumentation is off of Queen Creek at the half mile point. The two entries off of Signal Butte Road and Meridian Road will have entry signage that will be submitted for staff approval at preliminary plat.

Additionally the project provides substantial relief from the Queen Creek and Signal Butte arterial roadways. In addition to the 100' wide powerline/landscape and trail corridor along Signal Butte, there is a 120' wide landscape and trail corridor along Queen Creek Road. These open space areas not only provide an open space amenity for the residents, but a visual relief to the arterial roadways further emphasizing Malone Place as a quality community.

The Malone Place open space and trails network creates walkable, pedestrian and bicycle friendly neighborhoods, increased opportunities for active and passive amenities, as well as efficient and integrated drainage solutions. Amenities and the strategic placement of larger single family lots at sensitive locations create a strong neighborhood identity. The design team focused on open space, diversity in product type and connectivity of the community. The Project provides for a variety of compatible single-family uses and amenities.

The parks are connectable on a pedestrian level. The community park serves as the main community focal point. The 4.5 acres park has been designed with several amenities that pull multi-generation interest. A mounded obstacle course, discovery bike trail, mounded turf tunnels, ramada shade structure, an event lawn, ample turf, and an adventure play zone anchor this park for all the residents at Malone Place.

The smaller neighborhood parks are designed for more intimate gatherings and are equipped with both active and passive recreation. For more detail on the smaller parks, see *Conceptual Open Space Master Plan – Exhibit E*.

As depicted in the *Conceptual Landscape & Open Space Plan – Exhibit E*, open space landscaping has been designed with a distinct and consistent theme that is appropriate for the Town of Queen Creek and which will help set the theme for the site. All open space areas will be owned and maintained by the Homeowners' Association.

7. DESIGN GUIDELINES

The community design proposed for the Malone Place PAD will be consistent with the requirements of the Town of Queen Creek Design Standards. As each project comes in, builders will provide the Town with plans and designs consistent with the community theme and the standards within the Town of Queen Creek.

THEME WALLS & ENTRY MONUMENTATION

The entry monumentation design and wall theming elements are intended to create a unique and distinct character for this community. The primary entrances into the community will be located

Malone Place PAD (Meridian Ranch MGPA)

off of Queen Creek, Signal Butte and Meridian Roads. As depicted on the *Entry Monument Exhibit - Exhibit F*, the primary entry monuments combine a variety of materials, walls and vertical elements to create a stately and distinct entry feature.

The community walls have been designed to be complimentary to the entry monumentation. As illustrated on the *Wall Plan and Wall Exhibit - Exhibit G*, a variety of wall types, materials, and wall panel heights have been incorporated into the design of the community's theme walls. This design provides a character and theme for the community that is both consistent with the Town's rural and agrarian history and can be applied to future residential and non-residential areas nearby. The perimeter theme walls create an aesthetically pleasing edge condition for the surrounding neighborhoods.

8. PUBLIC UTILITIES AND SERVICES

Utilities and services will be provided as follows:

Water:	Town of Queen Creek
Sewer:	Town of Queen Creek
Electric:	Salt River Project
Gas:	Southwest Gas
Cable:	Cox Communications
Telephone:	Qwest/Century Link
Police:	Maricopa County Sheriff
Fire:	Town of Queen Creek
School:	Queen Creek Unified School District

Water

Potable water is proposed to be provided by the Town. From information obtained from the Town of Queen Creek Utilities Department, there is an existing 12-inch water line in Queen Creek Road and Meridian Road and Ocotillo Road as well as a 12" water line scheduled to be constructed east and west through this section (see the *Water and Sewer - Exhibit H*). Roughly 1,300 feet of 12" water main line in Meridian Road north of Ocotillo has yet to be constructed and will need to be finished prior to this development as would the secondary water lines. An 8" water line is existing in the Signal Butte roadway alignment. Preliminary discussions with the Town's Utility Department indicate that existing water lines near the project boundaries can be tapped and new lines extended within and around the development to serve the project's potable water demand. The proposed water system improvements will be designed as looped systems and developed in accordance with Town's 2015 Water Master Plan and ADEQ's requirements.

Wastewater

Sewer service will be provided by the Town's sewer system. From information obtained from the Town of Queen Creek Utilities Department, there is an existing 18-inch sewer main in Queen Creek Road and a 21-inch sewer main in Ocotillo Road. Per the Town of Queen Creek Waste Water Master Plan the Town is anticipating extending the 18-inch sewer east to Meridian Road. Per the Queen Creek Waste Water Master Plan it is anticipated that the north half of Section 13

Malone Place PAD (Meridian Ranch MGPA)

will drain to the Queen Creek Road sewer main and the south half will drain to the Ocotillo Road sewer main.

The proposed improvements will utilize these sewer mains to provide service throughout the Planned Area. More detailed analysis of the wastewater collection system for this project along with connections to existing infrastructure will be determined along with the preliminary plat. The proposed water system improvements will be designed and developed in accordance with Town's and ADEQ's requirements.

Schools

Efforts will be coordinated with the Queen Creek Unified School District throughout the entitlement process to ensure that our responsibilities for adequate educational facilities are accomplished for the District. It is the intent to locate the school facility in collaboration with the proposed community to the south by splitting the school site over the two communities which will benefit from the schools location. By placing the site at its proposed location, it will have access to the collector roadway with quick access to the arterials. The underlying zoning for the school will be R1-5. In the event the school does not develop, the property reserved for the school site will be developed as a residential subdivision.

Streets/Circulation

This development will facilitate half-street improvements to the perimeter roadways; Signal Butte Road, Queen Creek Road, Meridian Road and Ocotillo Road. Collector Roads into the community will access the site from Signal Butte, Queen Creek and Meridian arterial roads. Streets internal to the community will be designed per the Town requirements for a local street.

State of Arizona Air & Water Quality Standards

Malone Place will be designed and constructed in adherence to all relevant State of Arizona air and water quality standards. During project construction, measures will be taken to control any dust generated by activities on the Property and to control any unscreened storm water discharge to adjacent waterways. After the project infrastructure is completed, dust control and storm water management practices will remain in place until all lots within the project have been developed.

9. PHASING

The Project is proposed to be developed as dictated by market conditions. Due to the project size, and multiple property ownership interests, the development of Malone Place may occur off of any of the entries into the community and may occur at different times or several at a time. The market will determine the timing of development for each subdivision.

The arterial roadways, (Queen Creek Rd, Signal Butte Road, Meridian Road, and Ocotillo Road), and the internal East West collector road will be improved when the adjacent subdivision is developed.

Malone Place PAD (Meridian Ranch MGPA)

10. PUBLIC PARTICIPATION

While this request has already been discussed with a number of the adjacent property owners, the project team will be implementing significant neighborhood outreach efforts. A neighborhood meeting will be conducted inviting nearby property owners, consistent with the Town's public participation procedures, to address any questions they may have and bring them to the attention of the Town. The project team is committed to continuing public participation efforts throughout the entitlement process.

11. GRADING AND DRAINAGE

Currently the site is being used for agricultural purposes and has no improvements on the site aside farming improvements. The local topography is generally well graded, due to the agricultural land use. According the USGS Quadrangle maps, the site generally slopes to the west. Reference the *Grading & Drainage Exhibit - Exhibit I*.

The site falls within the East Mesa Area Drainage Master Plan. According to this East Mesa Area Drainage Master Plan the site will be impacted by significant offsite flows. These flows are planned to flow through the adjacent Ironwood Crossing subdivision to the east then cross over Meridian Road entering the site.

A recent update was issued with recommended improvements on March 2014. Part of these recommendations are to redirect the flows that exit Ironwood Crossing on the north to Queen Creek Road along the Meridian Road alignment, conveying them into a recommended regional detention basin in the Future East Park Sports Complex site which is located, north of the site. With these improvements the site will be protected from offsite flows.

The site will be designed in accordance with the current Town of Queen Creek Design Standards and Procedures Manual.

12. PROJECT TEAM

Owner/Developer:

W Holdings
 Attn: Seth Keeler and Carson Brown
 1121. W. Warner Road, Suite 109
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 Phone: 480-831-2000

Langley Properties
 Attn: Stacy Brimhall, Steve Rees and Josh Brimhall
 2783 E Guadalupe Road
 Gilbert, AZ 85234
 Phone: 480-633-0999

Zoning Attorney:

Pew & Lake
 Attn: Sean Lake
 1744 S Val Vista Drive
 Mesa, AZ 85207

Malone Place PAD (Meridian Ranch MGPA)

Phone: 480-461-4670

Engineer:

Bowman Consulting Group, Ltd.
 Attn: Troy Peterson, PE and Jessica Sarkissian, AICP
 1295 W. Washington Street, Suite 108
 Tempe, AZ 85281
 Phone: 480-629-8830

Land Planning &
 Landscape Architect:

Anderson Baron
 Attn: Chris Jones, ASLA and Alex Fish
 50 N. McClintock Drive, Suite 1
 Chandler, AZ 85226
 Phone: 480-669-7956

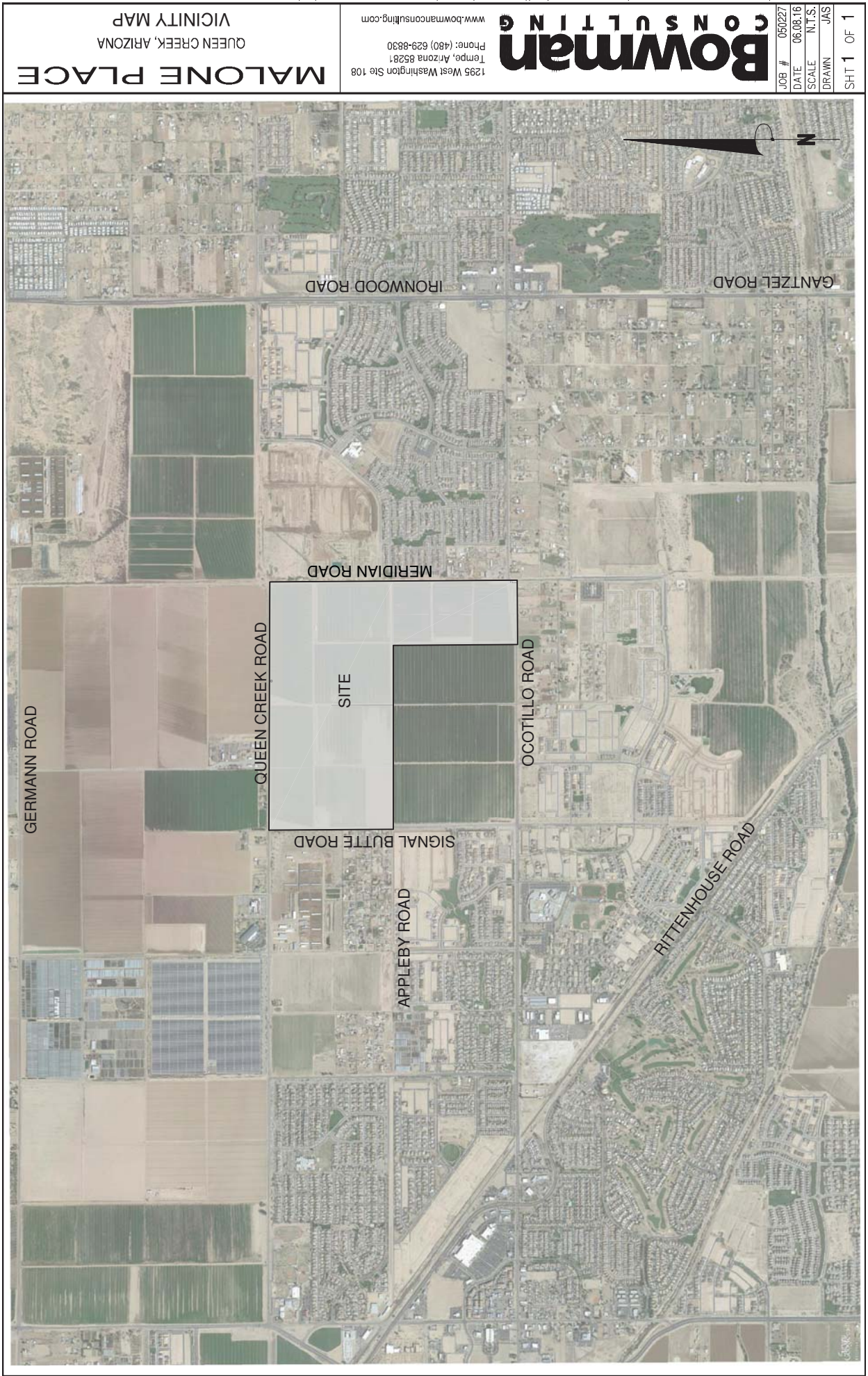
13. CONCLUSION

The Malone Place PAD demonstrates the following qualifications for approval:

1. The requested modifications to the requirements of the Zoning Ordinance and the underlying Zoning Districts for the Malone Place PAD are in the best interest of the Town and are beneficial to the community in that a more appropriate transition may be provided from the more intense industrial zoning to the north to the medium density residential to the south. These deviations will enable a variety of housing options to existing and future residents ;
2. That the strict adherence to the requirements of the Zoning Ordinance is not required in order to ensure the health, safety and welfare of the future residents of the Malone Place PAD as the project has been designed through coordination with the Town of Queen Creek staff to implement design standards and practices which provide for a safe and healthy environment is always provided. Improvements to Meridian Road will greatly improve the health safety and welfare of the residents of Queen Creek by addressing the dust and safety issues, as residents nearby will drive on the unimproved road filled with potholes and road barricades despite it being closed, to avoid traffic nearby;
3. That the strict adherence to the requirements of the Zoning Ordinance is not required in order to ensure that property values of adjacent properties will not be reduced, but enhanced with the improvement of surrounding arterial roadways and by providing a guiding document by which the community quality and design will be developed; and
4. That the proposed Malone Place development plan is consistent with the goals, objectives, and policies of the Queen Creek General Plan as described within Section 3 of this narrative.

The Malone Ranch PAD is designed with the entire Town in mind and takes into account the surrounding development, circulation, economics, and future vision of Queen Creek living.

Exhibit A



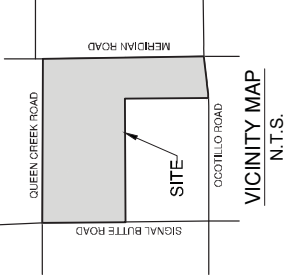
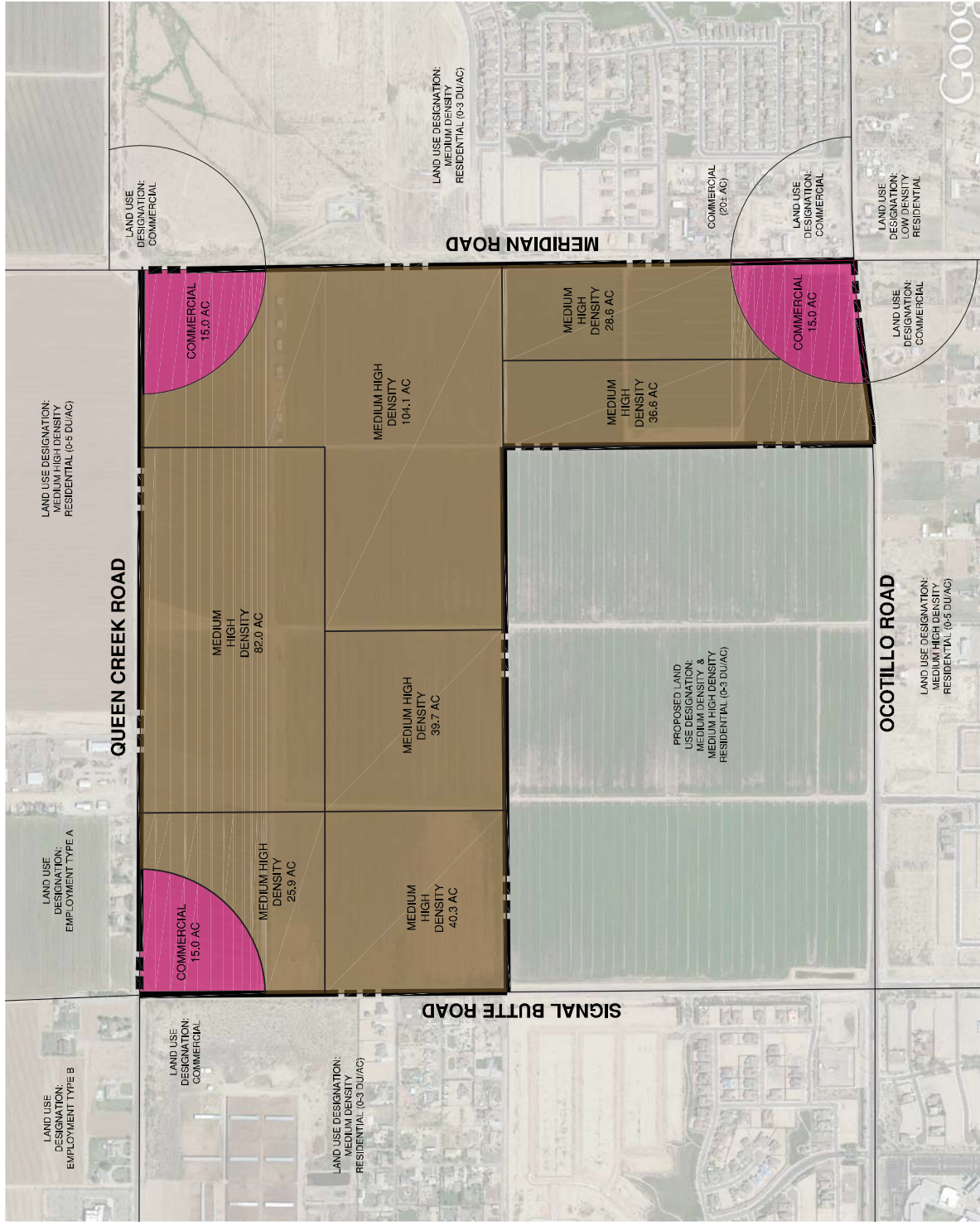
MALONE PLACE
 QUEEN CREEK, ARIZONA
 VICINITY MAP

1295 West Washington Ste 108
 Tempe, Arizona 85281
 Phone: (480) 629-8830
 www.bowmanconsulting.com



JOB #	050227
DATE	06.08.16
SCALE	N.T.S.
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Exhibit B



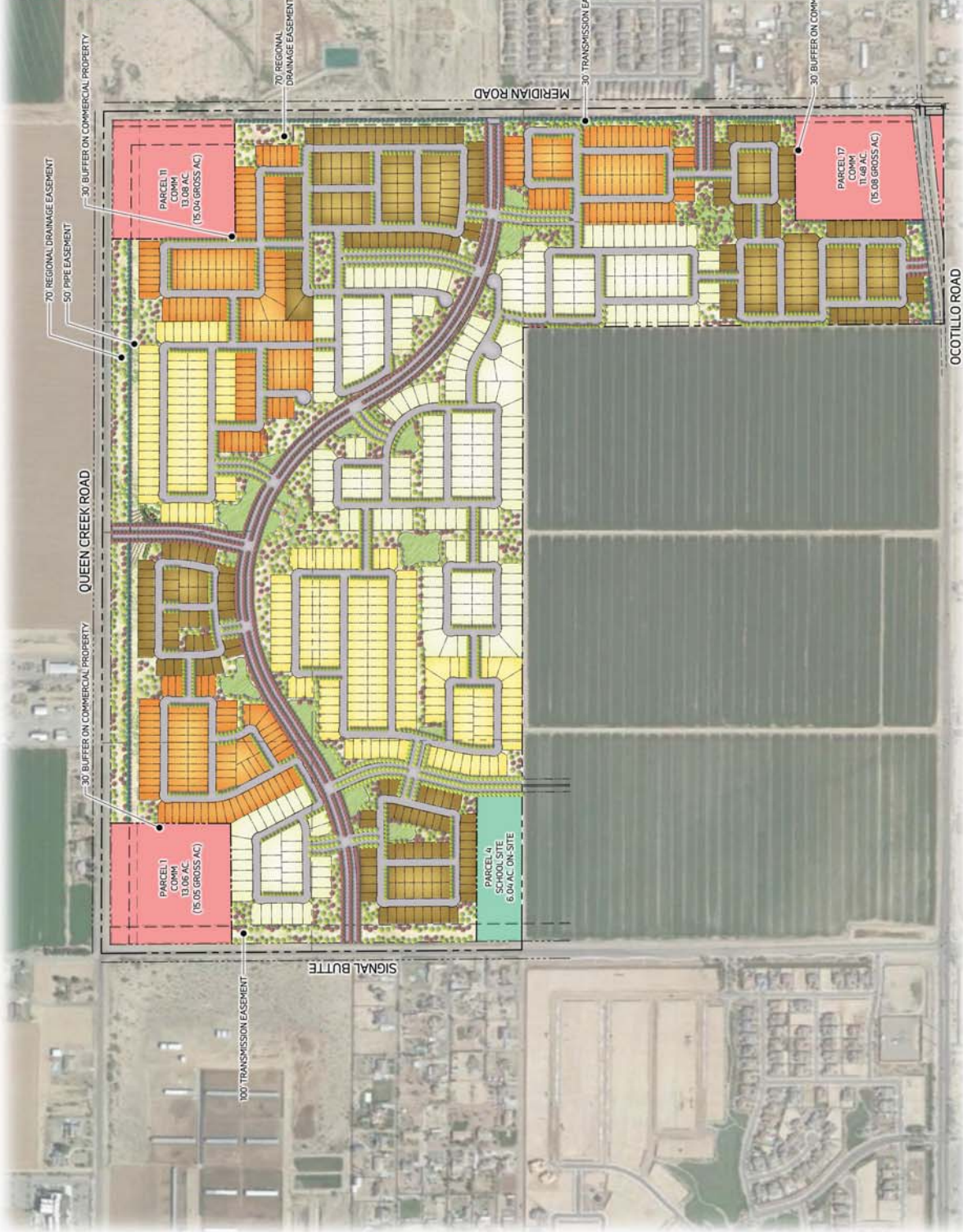
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 304-64-002E
 304-64-002D
 304-64-002B
 304-64-002C
 304-64-001D
 304-64-003P
 304-64-003M

- PROPOSED GENERAL
 PLAN DESIGNATIONS:
 1. COMMERCIAL 47± AC
 2. MEDIUM HIGH DENSITY
 RESIDENTIAL 336± AC



Exhibit C

Data Table Overall			
Use	Area	Area Mix	Unit Mix
Commercial	37.06	9.83%	
School Site	6.04	1.60%	
Single Family Res.	334.03	88.57%	1129
55' x 100'			327
45' x 125'			294
65' x 120'			271
237			21.00%
Total Net	377.13 Acres		
Open Space	44.77	13.40%	
Easements/OS	22.04	6.60%	
Open Space	66.81	20.00%	



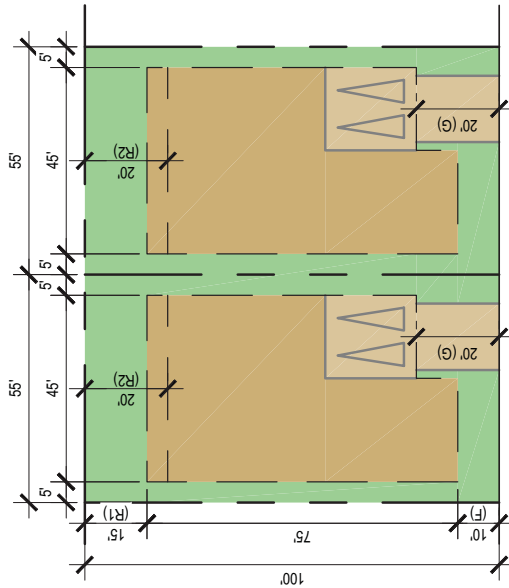
Conceptual Development Plan
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 P: 470.1893



Malone Place

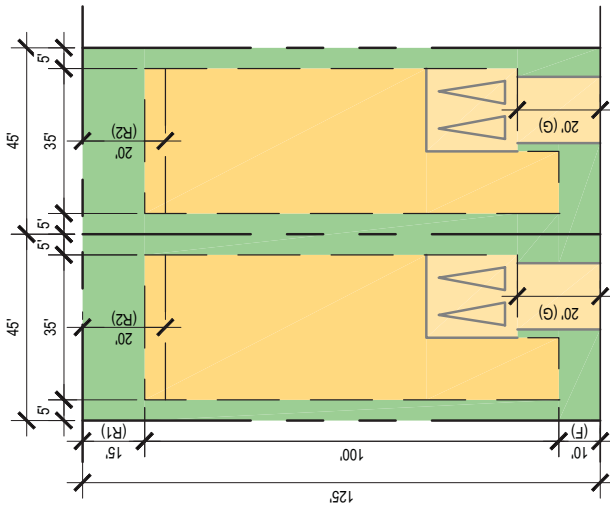
Attachment: 3. Malone Place PAD Narrative w Exhibits 8-23-2016 (RZ16-045 and Ordinance 621-16 Malone Place Planned Area Development

Exhibit D

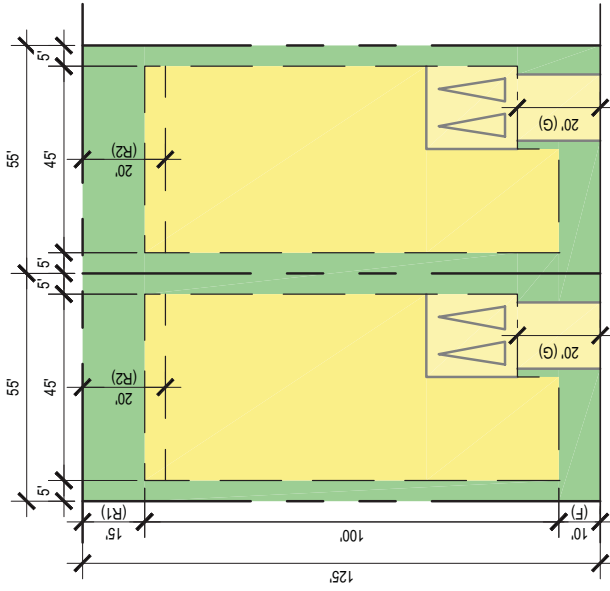


55'x100' TYPICAL LOT FIT

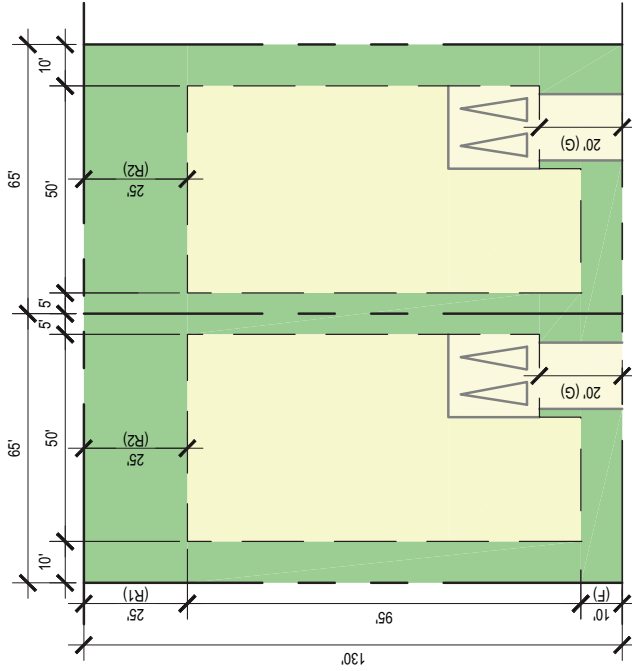
- SETBACKS
 (F) SIDE FACING GARAGE, LIVING AREA AND FRONT PORCH SETBACK
 (G) FRONT FACING GARAGE SETBACK
 (R1) ONE-STORY REAR OR COVERED PATIO SETBACK
 (R2) TWO-STORY REAR SETBACK



45'x125' TYPICAL LOT FIT



55'x125' TYPICAL LOT FIT



65'x130' TYPICAL LOT FIT



andersonbaron
 plan · design · achieve

Malone Place

Typical
 Lot Fit

planscale 1/30' date 08/17/16

PH. 480.699.7956

Exhibit E



- PARK # 1 - The Community Park**
 - (1) PARK BENCH
 - (1) HILL OBSTACLE COURSE
 - (1) PLAY FORT STRUCTURE
 - (1) EVENT LAWN - USABLE TURF AREA
 - (1) ADVENTURE PLAY ZONE
 - (1) TRASH RECEPTACLE
 - (2) PICNIC TABLE
 - (1) DOGGY POT

TOTAL PLAYSTATIONS 74
- PARK # 2 - The Courtyard**
 - (1) RAMADA
 - (1) USABLE TURF
 - (1) PARK BENCH
 - (1) SWING TYPE "B"
 - (1) AMPHITHEATER
 - (2) BARBEQUE GRILL
 - (2) PARK BENCH
 - (2) PICNIC TABLE
 - (2) DOGGY POT

TOTAL PLAYSTATIONS 48
- PARK # 3 - The Farm**
 - (1) VEGETABLE GARDEN
 - (1) FARM EQUIPMENT THEME PLAY STRUCTURES
 - (12) BOLLERS FOR CLIMBING
 - (1) TREE HOUSE
 - (1) RAMADA
 - (1) USABLE TURF AREA
 - (1) BARBEQUE GRILL
 - (1) PARK BENCH
 - (1) DOGGY POT

TOTAL PLAYSTATIONS 15
- PARK # 4 - The Pocket Park**
 - (1) CLIMBING WALLS
 - (1) WOOD TIERED SLIDE
 - (1) SWING TYPE "B"
 - (1) ROPE GARDEN
 - (1) RAMADA
 - (1) USABLE TURF AREA
 - (1) BARBEQUE GRILL
 - (1) PARK BENCH
 - (1) TRELLIS STRUCTURE

TOTAL PLAYSTATIONS 10
- PARK # 5 - The Game Room**
 - (1) PERFORMANCE STAGE
 - (1) CHALKBOARD WALL
 - (1) RAMADA
 - (1) BOULEVARD COURT
 - (1) BOOZE BALL COURT
 - (1) USABLE TURF
 - (1) BARBEQUE GRILL
 - (2) GAME TABLES
 - (1) PARK BENCH
 - (1) TRASH RECEPTACLE
 - (2) PICNIC TABLE
 - (1) DOGGY POT

TOTAL PLAYSTATIONS 48
- PARK # 6 - The Peak**
 - (1) RAMADA
 - (1) USABLE TURF
 - (1) BBQ GRILL
 - (1) PARK BENCH
 - (2) PICNIC TABLE
 - (1) DOGGY POT

TOTAL PLAYSTATIONS 3

NOTE: FINAL AMENITY DETAILS SHALL BE PROVIDED WITH CONSTRUCTION DOCUMENTS. ALLOCATION OF PLAY STATIONS SHALL FOLLOW IN ACCORDANCE WITH THE TOWN OF QUEEN CREEK GENERAL DESIGN STANDARDS TABLE 4.

Malone Place

6.A.c

KEYNOTES:

- A MOUNDED OBSTACLE COURSE
- B DISCOVERY TRAIL/ BIKE TRAIL
- C ADVENTURE PLAY ZONE
- D 6" DETACHED SIDEWALK
- E TURF AT RETENTION BASINS
- F MOUNDED TURF TUNNELS
- G RAMADA SHADE STRUCTURE
- H EVENT LAWN
- I 5' DETACHED SIDEWALK
- J STABILIZED DG SIDEWALK
- K TURF MOUNDS TO PREVENT PLAY AREAS FROM DIRECT STREET ACCESS



Key Map



F



andersonbaron
design + achieve
11068 DRIVWAY, SUITE 100
DALLAS, TEXAS 75241
P: 469.699.7886
F: 469.699.7886

Central Park

MALONE PLACE

6.A.c

Exhibit F



Key Map Not To Scale

KEYNOTES:

- A GABION FIN WALLS
- B BOARDFORM CONCRETE WALL
- C METAL SIGN PLATE (C-CHANNEL BEAM SUPPORT)
- D STEEL EDGE PLANTERS
- E ACCENT MULTITRUNK SPECIMEN TREE
- F PLANTING PATTERN
- G HEAD WALL
- H OPEN CHANNEL STRUCTURE
- I STEEL PLANTER RINGS TO MAINTAIN TREES AT SAME ELEVATION
- 1 SEE ENTRY MONUMENT EXHIBIT FOR ENTRY SIGN MONUMENT SECTION.
- 2 SEE ENTRY MONUMENT EXHIBIT FOR ENTRY SIGN MONUMENT ELEVATION

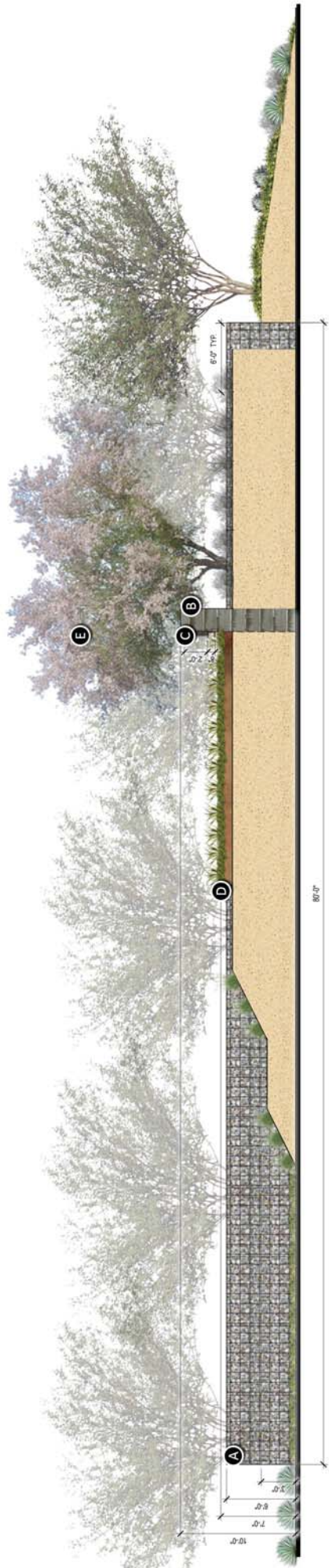
10' 20'
 scale: 1"=20'-0"
 date: 08.23.16

andersonbaron
 landscape architecture
 1106 S. 4TH AVENUE, SUITE 100
 DENVER, CO 80202
 PH: 303.733.7886
 FX: 303.733.7886

MALONE PLACE Primary Entry Monument

MALONE PLACE

6.A.c

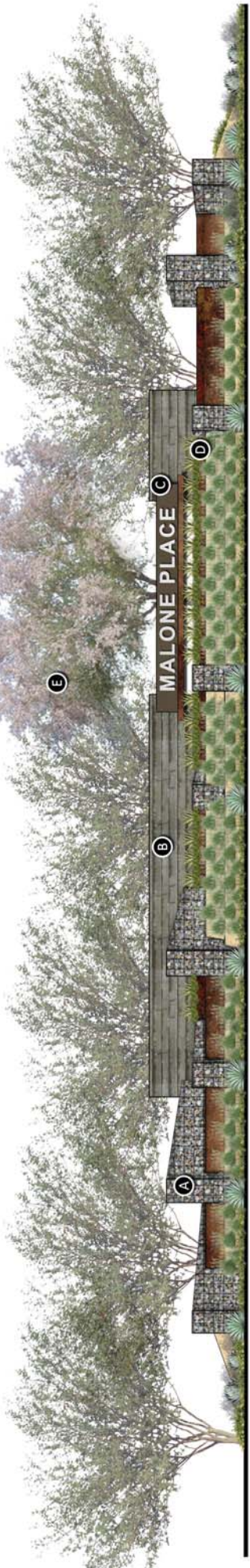


1 Entry Sign Monument Section
SCALE: 1/4"=1'-0"



KEYNOTES:

- A GABION FIN WALLS
- B BOARDFORM CONCRETE WALL
- C METAL SIGN PLATE (C-CHANNEL BEAM SUPPORT)
- D STEEL EDGE PLANTERS
- E ACCENT MULTITRUNK SPECIMEN TREE



2 Entry Sign Monument Elevation
SCALE: 3/16"=1'-0"



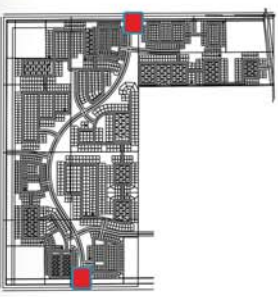
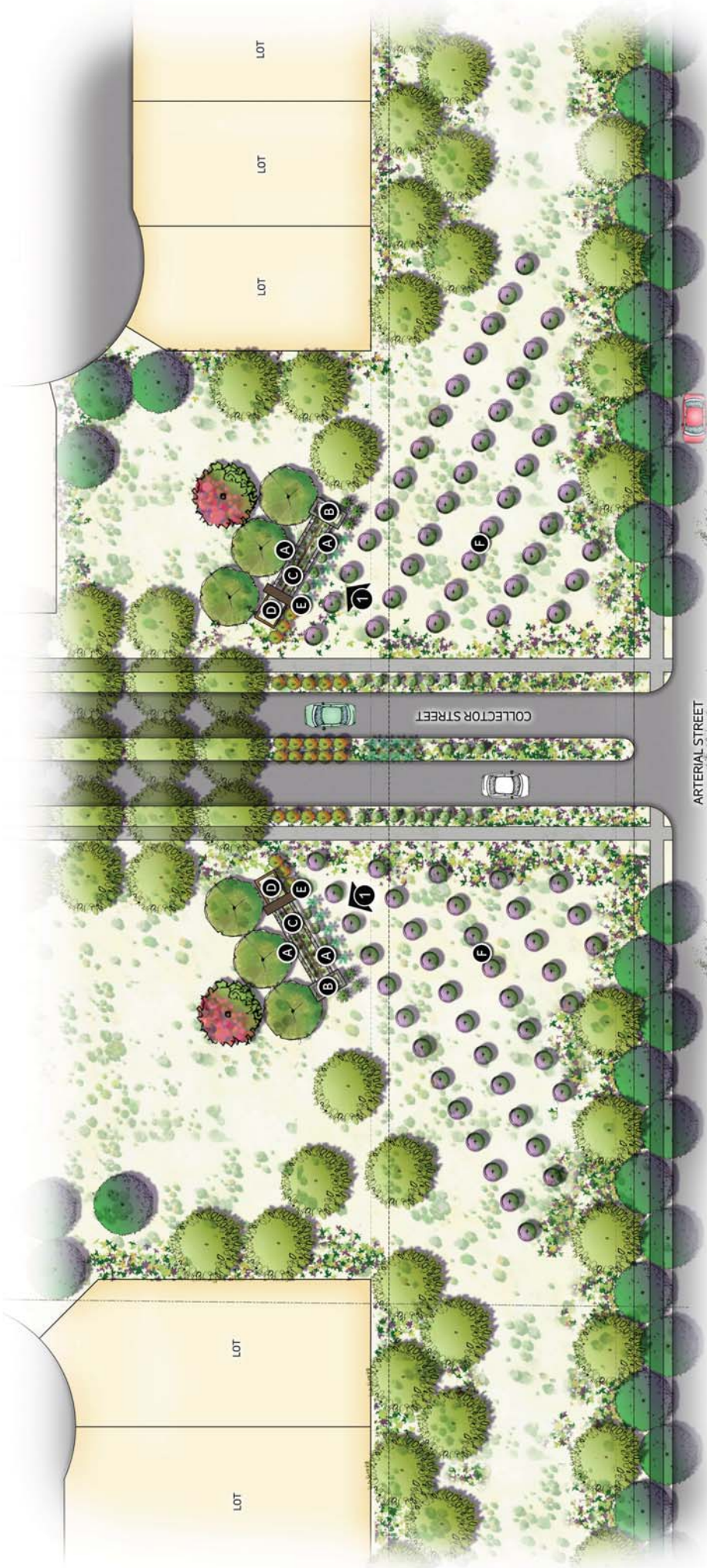
andersonbaron
ARCHITECTS
1100 N. GARDEN ST. SUITE 100
ANN ARBOR, MI 48106-1526
PH: 482.693.1100
FAX: 482.693.7888

Primary Entry Monument

MALONE PLACE

date: 08.23.16
p: 482.693.1100

6.A.c



Key Map

Not To Scale



KEYNOTES:

- A** GABION BASKET
- B** BOARD FORM CONCRETE WALL
- C** METAL SIGN PLATE (C-CHANNEL BEAM SUPPORT)
- D** WEATHERED STEEL
- E** HONED MASONRY
- F** PLANTING PATTERN
- T** SECONDARY ENTRY MONUMENT ELEVATION



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 phone: 303.440.8522
 fax: 303.440.8597








Secondary Entry Monument
 plan scale 1/20'
 date: 08.23.16

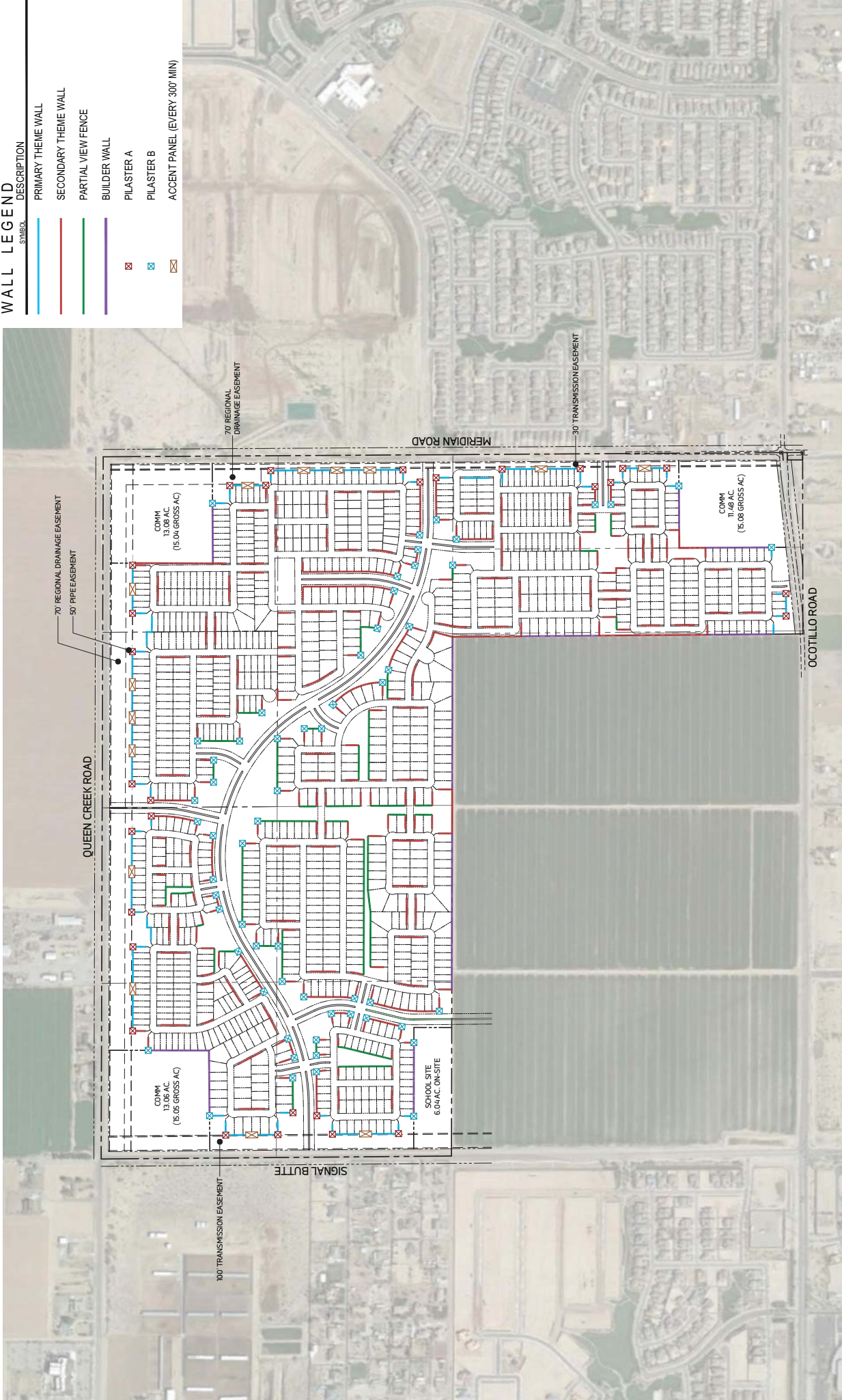
Malone Place

Exhibit G

WALL LEGEND

SYMBOL DESCRIPTION

-  PRIMARY THEME WALL
-  SECONDARY THEME WALL
-  PARTIAL VIEW FENCE
-  BUILDER WALL
-  PILASTER A
-  PILASTER B
-  ACCENT PANEL (EVERY 300' MIN)



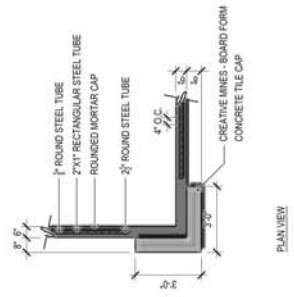
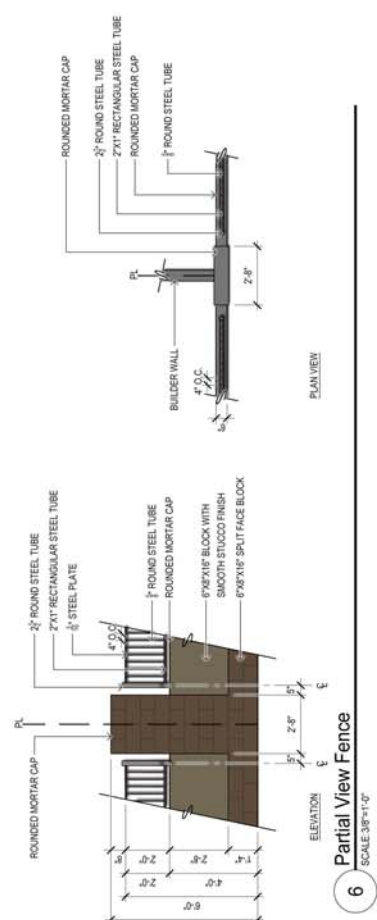
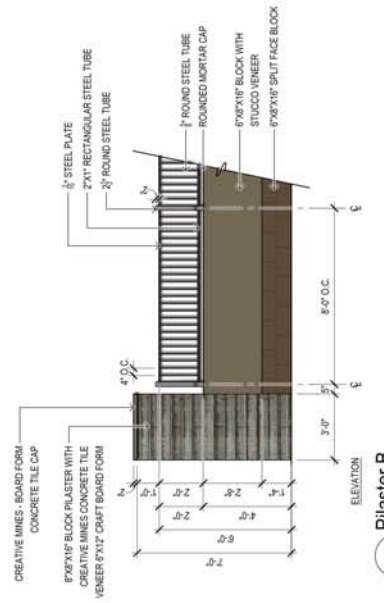
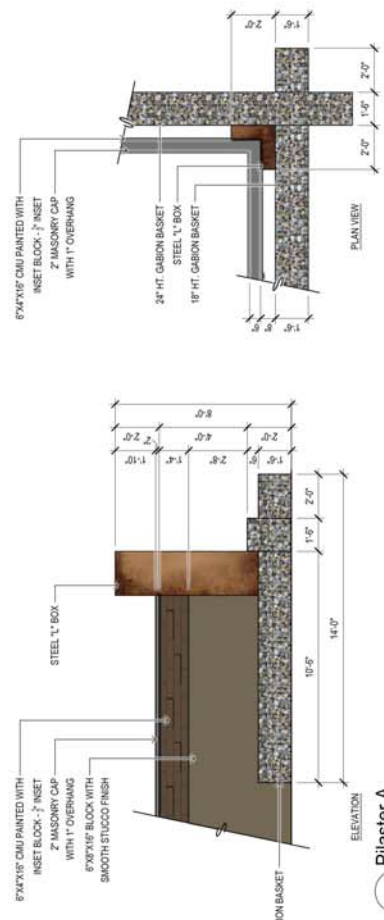
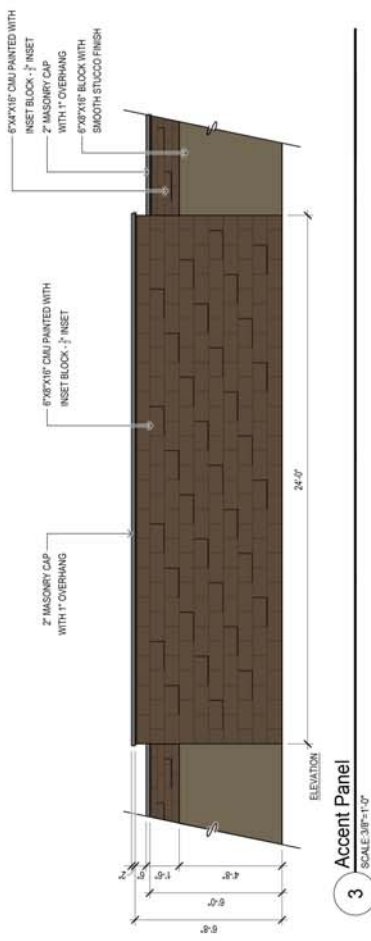
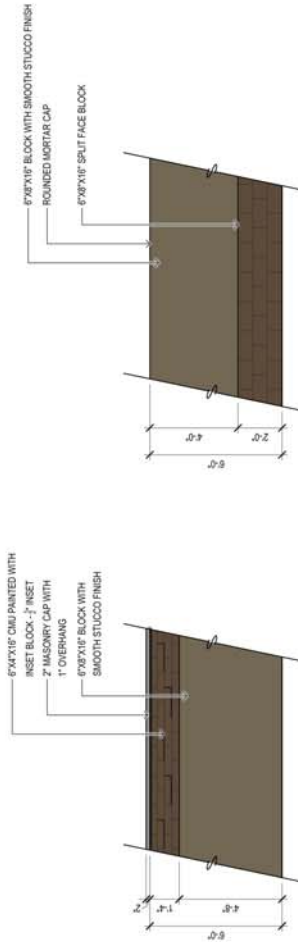
150' 300'
 Plan Scale 1:300'
 Date: 08.23.16



anderson barron
 architects
 500 W. MCCLINTOCK DRIVE, SUITE 100
 CHANDLER, ARIZONA 85226
 PH: 480.837.7354 FAX: 480.837.7860

Wall Plan

Malone Place



MALONE PLACE

Wall Details

andersonbaron
ARCHITECTS
1100 N. GARDEN ST. SUITE 100
DENVER, CO 80202
P: 303.733.8888
F: 303.733.8888

DATE: 08.23.16

6.A.c

Exhibit H

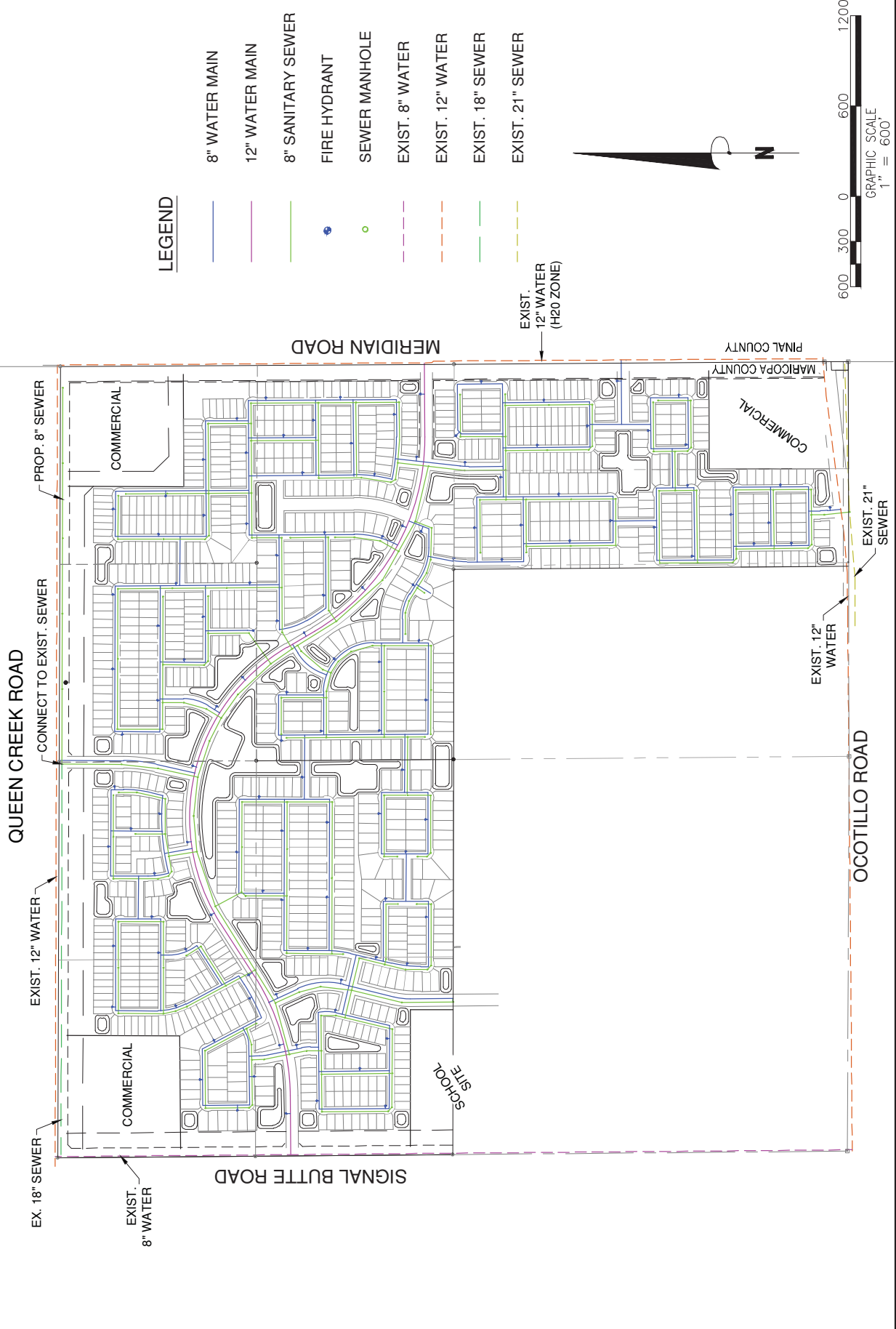
MALONE PLACE
 QUEEN CREEK, ARIZONA
 WATER & SEWER LAYOUT

1295 West Washington Ste 108
 Tempe, Arizona 85281
 Phone: (480) 629-8830
 www.bowmanconsulting.com

Bowman
 CONSULTING

JOB # 050227
 DATE 08.15.16
 SCALE 1"=600'
 DRAWN JAS
 SHT 1 OF 1

CAD FILE NAME: P:\050227 - Meridian - 80 Acres\050227-01-001 (ENG)\Engineering\Exhibits\050227-FR-001-UTL.dwg 08/15/2016



6.A.c

Exhibit I

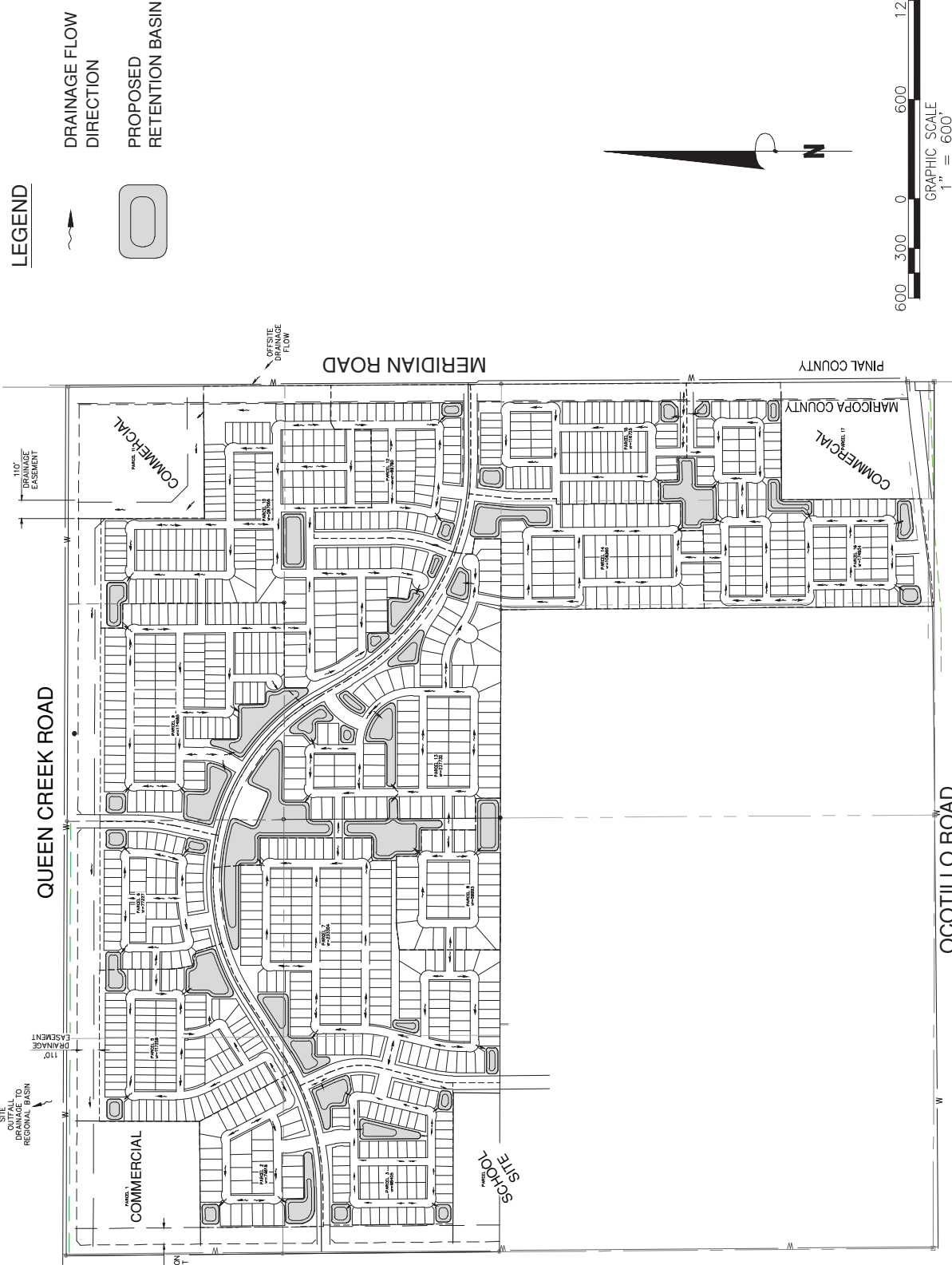
MALONE PLACE
 QUEEN CREEK, ARIZONA
 DRAINAGE MAP

1295 West Washington Ste 108
 Tempe, Arizona 85281
 Phone: (480) 629-8830
 www.bowmanconsulting.com

Bowman
 CONSULTING

JOB #	050227
DATE	08.15.16
SCALE	1"=600'
DRAWN	JAS
SHT	1 OF 1

CAD FILE NAME: P:\050227 - Meridian - 80 Acres\050227-01-001 (ENG)\Engineering\Exhibits\050227-EXH-001-DRNG.dwg 08/15/2016



LEGEND

- DRAINAGE FLOW DIRECTION
- PROPOSED RETENTION BASIN



6.A.c

ORDINANCE 621-16 CORRECTION

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING AS PUBLIC RECORDS THAT CERTAIN DOCUMENTS TITLED “MALONE PLACE PLANNED AREA DEVELOPMENT REZONE”, ATTACHED HERETO AS EXHIBIT “A”, AND ADOPTING EXHIBIT “A”, IN ADDITION TO THE DOCUMENT TITLED “CONDITIONS OF APPROVAL” AND ATTACHED HERETO AS EXHIBIT “B”, AND ADOPTING EXHIBIT B”, THEREBY AMENDING THE OFFICIAL ZONING DISTRICT MAP FOR THE TOWN OF QUEEN CREEK, ARIZONA, PURSUANT TO ARTICLE 3, SECTION 3.4 OF THE ZONING ORDINANCE FOR THE TOWN OF QUEEN CREEK BY CHANGING THE ZONING OF THE MALONE PLACE PLANNED AREA DEVELOPMENT REZONE SITE FROM RURAL ESTATE DISTRICT (R1-43), TO URBAN DEVELOPMENT DISTRICT (R1-5)/PAD, URBAN DEVELOPMENT TYPE A DISTRICT (R1- 7)/PAD AND GENERAL COMMERCIAL DISTRICT (C-2)/PAD ON APPROXIMATELY 400 ACRES. THIS PROPERTY IS GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SIGNAL BUTTE ROAD AND QUEEN CREEK ROAD. THE ASSOCIATED ZONING CASE IS RZ16-045 (MALONE PLACE PLANNED AREA DEVELOPMENT REZONE).

WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

WHEREAS, Article 3, ZONING PROCEDURES, Section 3.4 ZONING AMENDMENT, establishes the authority and procedures for amending the Zoning Ordinance; and

WHEREAS, Article 4, ZONING, Section 4.2 Zoning District Maps, establishes the Zoning District Maps and states that the Zoning District Maps, along with all the notations, references, and other information shown thereon, are a part of this Ordinance and have the same force and effect as if said maps and all the notations, references, and other information shown thereon were all fully set forth or described in the zoning ordinance text; and,

WHEREAS, a Public Hearing to correct a scrivener’s error for this ordinance was heard before the Planning and Zoning Commission on February 6, 2018; and

WHEREAS, the Planning and Zoning Commission voted 5-0 in favor of correcting the scrivener’s error; and

WHEREAS, a Public Hearing on this ordinance correction was heard before the Town of Queen Creek Town Council on February 21, 2018:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1. The documents attached hereto as Exhibits "A and B," titled Malone Place Planned Area Development Legal Description and Conditions of Approval are hereby declared to be public records;

Section 2. Three (3) copies of Exhibits "A and B" are ordered to remain on file with the Town Clerk;

Section 3. If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Queen Creek Zoning Map is for any reason held invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY the Mayor and Town Council of the Town of Queen Creek, Maricopa County, this 21st day of February, 2018.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright, PLLC
Attorneys for the Town

EXHIBIT A

Malone Place Planned Area Development Rezone Legal Description

Parcel 304-64-002E:

The Northwest quarter of the Northwest quarter of Section 13, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel 304-64-002D:

The Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 13, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel 304-64-002B:

The West half of the South half of the Northwest quarter of Section 13, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel 304-64-002C:

The East half of the South half of the Northwest quarter of Section 13, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel 304-64-001D:

The North half of Section 13, Township 2 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPT the Northwest Quarter; and EXCEPT the Northwest Quarter of the Northeast Quarter thereof.

Parcel 304-64-003P:

The South half of Section 13, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 3,909.1 feet; and

EXCEPT the East 708.6 feet thereof.

Parcel 2:

The East 24.03 feet of the West 3909.1 feet of the South half of Section 13, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel 304-64-003M:

The East 708.6 Feet of the South half of Section 13, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT B

Conditions of Approval

1. This project shall be developed in accordance with the plans attached to this case and all the provisions of the Zoning Ordinance applicable to this case.
2. The developer shall create an HOA to maintain all landscaping, open space, common areas, recreation amenities, and all rights-of-way landscaping on all local, arterial and collector roadways. The design of all pedestrian and multiuse trail crossings shall be incorporated into the design of the Preliminary and Final Plats to ensure adequate safety.
3. A 6-acre elementary school site shall be provided in Parcel 4. The school site shall be dedicated to the Queen Creek Unified School District in conjunction with the first final plat. If the Queen Creek Unified School District chooses to no longer build a school on the donated site, the site will revert to the underlying R1-5 zoning district and be permitted to be developed as residential lots.
4. All commercial parcels shall be required to include a 30-foot landscape buffer along all sides that are adjacent to residential areas.
5. All future subdivisions shall contain detached sidewalks with street trees.
6. All walls shall comply with the regulations in the Zoning Ordinance.
7. This project shall be developed in accordance with the R1-5 and R1-7 Zoning Ordinance standards with the following PAD modifications listed below:

Malone Place Proposed Zoning Ordinance Deviations – R1-5 Zoning District

Standard	Required by Zoning Ordinance	Malone Place Proposed Standards		
		45' x 125' Lot	55' x 100' Lot	55' x 125' Lot
<i>Minimum Lot Width</i>	50'	45'	55'	55'
<i>Minimum Lot Depth</i>	70'	125'	100'	125'
<i>Minimum Lot Area</i>	5,000 sq. ft.	5,625 sq. ft.	5,500 sq. ft.	6,875 sq. ft.

Malone Place Proposed Zoning Ordinance Deviations – R1-7 Zoning District

Standard	Required by Zoning Ordinance	Malone Place Proposed Standard
		65' x 130' Lot
<i>Minimum Lot Width</i>	70'	65'
<i>Minimum Lot Depth</i>	100'	130'
<i>Minimum Lot Area</i>	7,000 sq. ft.	8,450 sq. ft.

8. The developer shall provide notice by way of the subdivision plat and CC&Rs, that this project is located near the Phoenix-Mesa Gateway Airport and due to its proximity is likely to experience noises normally and usually associated with the overflight of aircraft.

9. Final plats shall note the potential for objectionable aircraft noise. Specifically, the plat shall note the following: “This property, due to its proximity to Phoenix-Mesa Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals. The mix of aircraft consists of cargo, commercial, charter, corporate, general aviation and military aircraft.”

10. Sales offices for new single family residential projects shall provide notice to prospective buyers that the project is located within an Overflight Area. Such notice shall consist of a sign at least 2-foot x 3-foot installed at the entrance to the sales office or leasing office at the residential project. The sign shall be installed prior to commencement of sales and shall not be removed until the sales office is permanently closed. The sign shall state the following in letters of at least one inch (1”) in height: “This subdivision, due to its proximity to Phoenix-Mesa Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals. The mix of aircraft consists of cargo, commercial, charter, corporate, general aviation and military aircraft. For additional information contact the Arizona Department of Real Estate at: [602-468-1414](tel:602-468-1414) or Phoenix- Mesa Gateway Airport Public Relations Office at: [480-988-7600](tel:480-988-7600).”

11. Public reports filed with the Arizona Department of Real Estate shall disclose the location of the Airport and potential aircraft overflights. The following statement shall be included in the public report: “This property, due to its proximity to Phoenix-Mesa Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals.”

12. The construction, alteration, moving, and substantial repair of any human occupied building or structure in the new project shall achieve an exterior to interior Noise Level Reduction (NLR) of 20 decibels (dB) or an exterior to interior NLR that results in an interior noise level of 45 DNL or less. The

developer shall submit a signed and sealed letter from a registered architect or engineer certifying that construction materials, methods and design employed to achieve the required noise reduction. A copy of the certification shall be submitted with the application for a building permit.

13. The owners of the new project, including mortgagees, other lien holders and easement holders, shall execute an avigation easement prior to or concurrently with the recordation of any final plat or approval of a final site plan for the new project. The easement shall be in a form approved by the Director of Planning.
14. Applicant shall provide to staff a clearance letter from Arizona State Historic Preservation Office (SHPO) before approval of the final plat.
15. The Rezoning approved in case number RZ16-045 is effective upon signature by the property owner(s) of the Prop 207 Waiver and filing of the waiver with the Town of Queen Creek Planning Division. Failure to sign and return the waiver to the Planning Division within 5 working days of the date of approval shall render this conditional approval null and void.
16. SRP Power – The applicant shall contact SRP for specific requirements that they may have in addition to the Town requirements. The Town requires all poles less than 69kV to be relocated underground. SRP may require easements outside of Public Right-of-Way.
17. The SRP 230 kV Transmission Line has a proposed Signal Butte Road alignment within the vicinity of the project. The applicant shall coordinate all requirements and necessary easements for the SRP 230 kV Transmission Project.
18. Full ½ street improvements shall be required to be designed and constructed for Queen Creek Road, Ocotillo Road, Signal Butte Road, and Meridian Road for all portions of the Right-of-Way adjacent to the property frontage. Road improvements shall be to the centerline (section line) of the improved road and shall include removal and replacement of all asphalt to the centerline. Improvements shall also include all appropriate roadway tapers as required by the Town's Traffic Department.
19. For offsite public improvements the Town requires cash, irrevocable letter of credit (IRLOC), or a bond to cover the costs for construction assurance. The IRLOC and bond are required to be approved by the Town Attorney. Construction assurance shall be deposited with the Town prior to final plat recordation.
20. For onsite public improvements the Town requires cash, irrevocable letter of credit (IRLOC), bond, or a signed C of O hold agreement to cover the costs for

construction assurance. The IRLOC and bond are required to be approved by the Town Attorney. Construction assurance shall be deposited with the Town prior to final plat recordation.

21. 55 feet of half street of Right-of-Way on Meridian Road, Signal Butte Road and Ocotillo Road for the entire frontage of the property shall be required to be dedicated to the Town of Queen Creek on the Final Plat.
22. The developer shall coordinate and obtain approval from the Queen Creek Irrigation District including any required approvals from the Federal Bureau of Reclamation for any and all work within the existing 50-foot Bureau of Reclamation Easement.
23. Provide the following for traffic signal cost share:
 - a. Provide $\frac{1}{4}$ cost share (\$75,000) for the traffic signal at the intersection of Queen Creek Road and Signal Butte Road.
 - b. Provide $\frac{1}{2}$ cost share (\$150,000) for the traffic signal at the intersection of Signal Butte Road and the Collector Road.
 - c. Provide $\frac{1}{2}$ cost share (\$150,000) for the traffic signal at the intersection of Meridian Road and the Collector Road.
 - d. Provide $\frac{1}{2}$ cost share (\$150,000) for the traffic signal at the intersection of Queen Creek Road & Collector Road.
 - e. Provide $\frac{1}{4}$ cost share (\$75,000) for the traffic signal at the intersection of Queen Creek Road and Meridian Road.
 - f. Provide $\frac{1}{4}$ cost share (\$75,000) for the traffic signal at the intersection of Ocotillo Road and Meridian Road.