

Recorded by:
City Clerk's Office
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CITY OF GLENDALE, ARIZONA

DOCUMENT TO BE RECORDED:

**Development Agreement by and Between
City of Glendale and Jacob F. Long, Trustee of the
John F. Long Revocable Living Trust,
Under Agreement dated February 26, 2008**

(Agreement C-10814)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

**CITY CLERK
ORIGINAL**

**C-10814
04/26/2016**

When Recorded, Return To:

City Clerk
City of Glendale
5850 West Glendale Avenue, Suite 455
Glendale, Arizona 85301

DEVELOPMENT AGREEMENT

by and between

**CITY OF GLENDALE,
an Arizona municipal corporation**

and

**Jacob F. Long, Trustee of the
JOHN F. LONG FAMILY REVOCABLE LIVING TRUST
under Agreement dated February 26, 2008**

April 26, 2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this 26 day of April, 2016 (the "Execution Date"), by and between the following parties: (1) City of Glendale, an Arizona municipal corporation (the "City") and (2) Jacob F. Long, Trustee of the JOHN F. LONG FAMILY REVOCABLE LIVING TRUST under Agreement dated February 26, 2008 ("JFLT"), for the purposes and on the terms set forth herein.

RECITALS

- A. JFLT owns approximately 395 acres of unimproved real property located at the northeast corner of Camelback Road and 91st Avenue, Glendale, Arizona, as legally described in **Exhibit A, Legal Description of PAD Parcel** (the "PAD Parcel").
- B. JFLT has filed with the City a General Plan Amendment application in case GPA-13-06 and a companion PAD Zoning application in case ZON-13-09 ("Entitlements"), in connection with the proposed development of mixed-use project ("StoneHaven") upon the PAD Parcel. Numbers used in this Agreement to identify individual parcels within StoneHaven are the same parcel numbers that appear in the Entitlements.
- C. JFLT intends to convey to a qualified developer approximately 363 acres within StoneHaven, as legally described in **Exhibit B, Legal Description of Residential Development Parcel** (the "Residential Development Parcel"), for phased construction of residential communities that will be subject to the PAD Zoning, as well as additional terms and conditions to be negotiated with the City before they are developed.
- D. As part of the development of the Residential Development Parcel, the City will require that the qualified developer complete an arterial roadway segment that is depicted in the Glendale Transportation Plan and the Glendale Infrastructure Improvement Plan as the Bethany Home Road alignment between 83rd Avenue and 91st Avenue (including the frontage of the commercial property located at the southeast corner of Bethany Home Road and 91st Avenue, and together with related improvements specified in this Agreement, the "Bethany Home Extension"), which crosses the north part of StoneHaven. The completion of the Bethany Home Road Extension in a prompt, efficient and cost-effective manner is deemed a matter of public importance.
- E. In connection with the approval of the Entitlements, the parties agree that their mutual interests would best be served by a public-private development agreement that sets forth rights and obligations with respect to the design and construction of the Bethany Home Extension.
- F. The City and JFLT (each, a "Party"; collectively, the "Parties") are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05 in order to memorialize the specific terms and conditions for completing the Bethany Home Road Extension and allocating the attendant costs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

1. Scope of Work.

- 1.1 This Agreement is intended to cover the Bethany Home Road Extension.
- 1.2 The Parties acknowledge that the Bethany Home Road Extension will be completed and accepted on or before January 1, 2022 (subject to Force Majeure Events and any mutually-agreed extensions) (the "Outside Completion Deadline"), and the City reserves all rights and remedies under this Agreement in the event that JFLT fails to complete the Bethany Home Road Extension by the Outside Completion Deadline. Notwithstanding the foregoing, in the event that JFLT fails to deliver final plans and specifications for the Bethany Home Road Extension by the deadline specified in Section 3.4 ("Design Deadline") or abandons the Bethany Home Road Extension at any time before the Design Deadline, then as the City's sole remedy, this Agreement will automatically expire and have no further effect, and the City will have no further financial obligations to JFLT, although the City may elect in its sole discretion to purchase the North ROW and the Remnant Parcel at the Purchase Price, as defined below, within thirty (30) days after the Design Deadline. As used in this Agreement, "Force Majeure Event" means any delay in the design, plan approval, permitting and/or construction of the Bethany Home Road Extension due to any strike, walk out, actions of labor unions, riot, mob violence, act of war, insurrection, sabotage, act of terrorism, act of violence, explosion, fire, earthquake, flood, unseasonable or intemperate weather, material and/or labor shortage/inability to procure labor, equipment, facilities material or supplies, /delay in the delivery of supplies (caused by one of the previously-mentioned reasons), act of God, delay by the City and any other governmental authority to grant necessary approvals or issue necessary permits (provided, however, that reasonable rejections of applications due to incomplete or insufficient information shall not be deemed Force Majeure Events), any moratorium or other extraordinary or unusual delay, condition or requirement imposed by any utility or public agency, any similar act, occurrence or non-occurrence beyond JFLT's reasonable control.

2. Land Transfers.

- 2.1 Upon the date that the Bethany Home Road Extension is completed and accepted by the City (the "Transfer Date"), JFLT will convey to the City the land south of the centerline of the Bethany Home Road alignment, comprising the south portion of the right-of-way for the Bethany Home Road Extension, as legally described in **Exhibit C, Legal Description of South ROW** (the "South ROW").
- 2.2 On the Transfer Date, JFLT will also convey to the City the following land: (a) the land north of the centerline of the Bethany Home Road alignment, comprising the north portion of the right-of-way for the Bethany Home Road Extension (the "North ROW"), and (b) certain undevelopable remnant parcels lying north of the North ROW that will be created by the final roadway configuration described in Section 3.1 (collectively, the "Remnant Parcel"). The North ROW and the Remnant Parcel, which total approximately 11.85 acres, are legally described in **Exhibit D, Legal Description of North ROW and Remnant Parcel**. As the fair market consideration for the North ROW and the Remnant Parcel, the City will pay JFLT a purchase price ("Purchase Price") of \$One Million, Two Hundred Ninety-One Thousand Six Hundred Fifty Dollars (\$1,291,650) (based upon the appraisal dated March 4, 2016) in the manner provided in Section 5.1 below.

3. Design.

- 3.1 The Bethany Home Road Extension will be designed as a modified minor arterial street, with 100-foot total right-of-way width, two lanes in each direction, a two-way left-turn lane between 83rd and 87th Avenues, turn lanes at 83rd Avenue, 87th Avenue and 91st Avenue, and a sidewalk on the south side of Bethany Home Road. The street's horizontal curvature is as shown in the preliminary plat for StoneHaven, which is based on a 35 miles per hour posted speed limit. The design of the Bethany Home Road Extension includes the following principal elements (collectively, "Principal Elements"):
- (a) all paving improvements to streets, curbs and gutters within the North ROW and South ROW; and
 - (b) all bus bays, bus bay structures and similar facilities within the North ROW and South ROW (or any other dedicated areas) mandated by the City; and
 - (c) all street lights within the North ROW and South ROW.
- 3.2 JFLT will enter into a professional services agreement for the design of the Principal Elements with a civil engineer approved by the City, such approval not to be unreasonably withheld. In selecting the civil engineer, JFLT will follow the same procurement standards and practices applicable to similar City projects. In designing the Principal Elements, the civil engineer will coordinate with the SRP engineer who is assigned to design any required relocation and undergrounding of the SRP sublateral irrigation facilities at the intersection of Bethany Home Road/87th Avenue ("SRP Relocation") and with any other engineers separately retained by the Parties with respect to any Incidental Elements, as defined in Section 3.3. The design fees for the Principal Elements will be allocated so that the City will bear all costs associated with the design of work north of the Bethany Home Road centerline, and JFLT will bear all costs associated with the design of work south of the Bethany Home Road centerline.
- 3.3 The Parties may either make arrangements with the civil engineer of the Principal Elements or retain another design professional to design certain incidental elements of the Bethany Home Road Extension ("Incidental Elements"), and the design fees for the Incidental Elements will be specially allocated as follows:
- (a) the design fees for the modifications to existing traffic signals at the intersections of Bethany Home Road/83rd Avenue and Bethany Home Road/91st Avenue (adding mast arm and signal heads, plus any required pole relocation based on final roadway design) will be allocated 100% to JFLT, and the design fees for the traffic signal at the intersection of Bethany Home Road/87th Avenue will be allocated 50% to JFLT and 50% to the City;
 - (b) the design fees for the sidewalks within the South ROW only will be allocated 100% to JFLT;
 - (c) the design fees for the two 4" ITS conduits within the South ROW will be allocated 100% to JFLT;
 - (d) the design fees for the landscape improvements to the South ROW, which will conform to the City's minimum requirements and any applicable provisions of the PAD (provided that JFLT will have complete discretion over all matters of aesthetics), will be allocated 100% to JFLT;
 - (e) the design fees for the landscape improvements to the North ROW, which will conform to the City's minimum requirements (and any upgrades that may be specified by JFLT, provided that any excess construction and

maintenance cost for such upgrades will be specially allocated 100% to JFLT), will be allocated 100% to the City (except for the previously-mentioned special allocation of any excess to JFLT);

- (f) the design fees for all water mains and fire hydrants within the North ROW and South ROW will be allocated 50% to JFLT and 50% to the City;
- (g) the design fees for all storm water drainage facilities within the North ROW and South ROW will be allocated so that the City will bear all costs for all work north of the Bethany Home Road centerline, and JFLT will bear all costs for all work south of the Bethany Home Road centerline;
- (h) the design fees for the street lights within the North ROW and South ROW will be allocated so that the City will bear all costs for all work north of the Bethany Home Road centerline, and JFLT will bear all costs for all work south of the Bethany Home Road centerline;
- (i) the design fees for the SRP Relocation will be allocated 50% to JFLT and 50% to the City;
and
- (j) the design fees for any items that do not reasonably fall within one of the categories itemized in Sections 3.1 or 3.3(a)-(i), including any change orders involving additions outside the specified scope of work, will be allocated in the manner determined by mutual agreement of the City and JFLT consistent with the general intent of this Section 3, and any Dispute (as defined below) will be resolved in the manner provided in Section 14.11.

- 3.4 JFLT will have final plans and specifications for the Bethany Home Road Extension completed by the civil engineer and approved by the Parties prior to the City's issuance of the 275th home building permit for the Residential Development Parcel (subject to Force Majeure Events and any mutually-agreed extensions).

4. Construction.

- 4.1 Upon completion and approval of the final plans and specifications for the Bethany Home Road Extension, JFLT is responsible for soliciting bids for the Bethany Home Road Extension in accordance with the procedures set forth in Title 34 of the Arizona Revised Statutes. Bids will be opened publicly at a time and place specified in the bid documents. JFLT or its professional consultants will prepare a bid tabulation, which will include a breakdown and summary of the construction costs for each bid submitted, including a proposed budget and allocation of each Party's share of the cost of the Principal Elements and Incidental Elements, consistent with the provisions of Section 4.3. After the Parties approve the final construction budget and cost allocation for the project, they will jointly select the lowest responsible bidder who will enter into a general contract with JFLT for the entire Bethany Home Road Extension. Any adjustments in the contract price resulting in any change in the net costs, time, or scope allocated to the City in excess of Ten Thousand Dollars (\$10,000) in the aggregate will only be made by change order pre-approved by the City, which pre-approval will not be unreasonably withheld, conditioned or delayed; provided, however, that no such pre-approval will be required for any field modifications ordered by the City's inspectors and further provided that if the City does not provide JFLT with a written notice specifying the grounds for any objections within five (5) days after receipt of a change order request, the change order is deemed approved.
- 4.2 JFLT will cause the general contractor to commence construction of the Bethany Home Road Extension prior to the City's issuance of the 400th home building permit

for the Residential Development Parcel and to achieve completion and acceptance within one (1) year thereafter (subject to Force Majeure Events and any mutually-agreed extensions), but in no event later than the Outside Completion Deadline.

4.3 The construction costs for the Bethany Home Road Extension will be allocated as follows:

- (a) the construction costs for the Principal Elements will be allocated so that the City will bear all construction costs for all work north of the Bethany Home Road centerline, and JFLT will bear all construction costs for all work south of the Bethany Home Road centerline;
- (b) the construction costs for the Incidental Elements (except for the SRP Relocation) will be allocated in the same manner as the design fees, as set forth in Section 3.3(a)-(h); and
- (c) the construction costs for the SRP Relocation will be allocated so that the City will bear all construction costs for all work north of the Bethany Home Road centerline, and JFLT will bear all construction costs for all work south of the Bethany Home Road centerline.

5. City Payments.

5.1 The Purchase Price for the North ROW and the Remnant Parcel will be paid as follows:

- (a) on the Transfer Date, the City will pay to JFLT the sum of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) (the "Transfer Date Payment"); and
- (b) if the Transfer Date Payment is less than the total Purchase Price, the City will pay the balance of the total Purchase Price to JFLT after the City's obligations for the design costs (as provided in Section 5.2) and construction costs (as provided in Section 5.3) for the Bethany Home Road Extension are paid or otherwise satisfied in full ("Final City Costs Payment"). After deducting all amounts paid by the City in satisfaction of those obligations, including the Final City Costs Payment, the City will pay to JFLT the remainder of the Transportation Development Impact Fees applicable to Residential Development Parcel collected by the City, but in no event more than the balance of the total Purchase Price ("Second Installment"). The Second Installment is due and payable on the same day as the Final City Costs Payment;
- (c) If the sum of the Transfer Date Payment and the Second Installment is still less than the total Purchase Price, the City will pay the balance to JFLT, in monthly installments on account, the total amount collected from the payment of the Transportation Development Impact Fees applicable to Residential Development Parcel, as they accrue, until the sum of the Transfer Date Payment, the Second Installment and the monthly installment payments equal the total Purchase Price; and
- (d) if not paid sooner as provided above, the City will pay to JFLT any outstanding balance of the Purchase Price on January 1, 2022.

5.2 The City will pay or reimburse JFLT for design costs incurred for the Bethany Home Road Extension that are allocated to the City pursuant to Section 3 in monthly installments on account, based on the design professionals statements up to the total amount collected from the payment of the Transportation Development Impact Fees applicable to the Residential Development Parcel, as they accrue, until the monthly

installment payments equal the total design costs incurred for the Bethany Home Road Extension that are allocated to the City pursuant to Section 3.

- 5.3 The City will pay or reimburse JFLT for construction costs incurred for the Bethany Home Road Extension that are allocated to the City pursuant to Section 4 in monthly installments on account, based on the contractor's payment applications up to the total amount collected from the payment of the Transportation Development Impact Fees applicable to the Residential Development Parcel, as they accrue, until the monthly installment payments equal the total construction costs incurred for the Bethany Home Road Extension that are allocated to the City pursuant to Section 4, and the City will pay to JFLT any outstanding balance of such construction costs on January 1, 2022.

6. Vested Development Rights. The rights and obligations of JFLT to undertake and complete the development and use of the PAD Parcel in accordance with the Entitlements and this Agreement are fully vested as of the effective date of all ordinances related to this Agreement.

7. Notices.

- 7.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder must be in writing and will be deemed to have been duly delivered upon personal delivery, or as of the third business day after mailing by United States mail, postage prepaid, return receipt requested, or upon the next business day if delivered by Federal Express or similar overnight delivery system at the following addresses:

CITY: City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

WITH A COPY TO: City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

JFLT: John F. Long Family Revocable Living Trust
c/o John F. Long Properties LLLP
1118 East Missouri Avenue, Suite A
Phoenix, Arizona 85014
Attn: Jacob F. Long and James J. Miller

- 7.2 The address to which any notice, demand or other writing may be given, made or sent to any party may be changed by written notice as above provided.

8. Defaults and Remedies.

- 8.1 In the event of default, the affected non-defaulting Party will be entitled to exercise such rights or remedies as may be available pursuant to the terms of this Agreement, at law or in equity, including without limitation specific performance, except as this Agreement may specifically limit such remedies.

- 8.2 The rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies, will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting Party.
- 8.3 Notwithstanding the foregoing, each Party waives any claim such Party may have for incidental or consequential damages arising out of a failure of performance of the other Party under this Agreement.
- 8.4 In the event either Party commences litigation for the judicial interpretation, enforcement, termination, cancellation or rescission hereof, or for damages (including liquidated damages) for the breach hereof, then, in addition to any or all other relief awarded in such litigation, the prevailing Party therein is entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred, as determined by the judge.

9. Assignment.

- 9.1 JFLT reserves the right to assign the applicable rights and delegate the applicable obligations under this Agreement to any party to whom JFLT conveys all or any portion of the Residential Development Parcel for purposes of developing the residential communities at StoneHaven, whereupon JFLT will be relieved of any further liabilities with respect to such matters. JFLT will give the City notice of such assignment no fewer than sixty (60) days prior to the assignment, and JFLT will use its best efforts to cause the prospective assignee to meet in person with City representatives (and JFLT representatives, at their option) no fewer than twenty-one (21) days prior to the assignment so the City can confirm that the assignee understands the rights and obligations it will inherit under this Agreement.
- 9.2 The terms of this Agreement are binding upon, inure to the benefit of, and enforceable by the Parties hereto and their respective legal representatives, successors and assigns.

10. JFLT's Warranties and Representations. JFLT warrants and represents that: (i) it is a duly formed and existing trust and that Jacob F. Long is its sole trustee; (ii) the entry by JFLT into the transaction contemplated by this Agreement and the performance by JFLT of all of its obligations in connection with this Agreement have been duly and validly authorized by all necessary action(s), are in accordance with applicable law and are not in violation of JFLT's trust documents; and (iii) this Agreement and all additional documents delivered in connection with this Agreement have been duly and validly executed and delivered by JFLT and constitute the legal, valid and binding obligations of JFLT.

11. Indemnification. Each of the Parties must indemnify, protect, defend, and hold harmless the other from and against any and all claims, costs, damages and liabilities (including attorneys' fees and costs) of a third party that is related to or arises from the indemnifying Party's breach of this Agreement, provided, however, that if the City's remedy against JFLT in the event of a breach by JFLT is limited to terminating the Agreement as described in **Section 1.2** of this Agreement, then in that circumstance JFLT is not obligated to indemnify, protect, defend and hold harmless the City for any consequences of the breach of this Agreement.

12. Joint and Several Liability. If any Party consists of more than one person or entity, the liability of each such person or entity signing this Agreement is joint and several.

13. Recordation. This Agreement will be recorded in its entirety by the City in the Official Records of Maricopa County, Arizona not later than ten days after this Agreement is executed by the Parties and will

be reflected upon the title to and run with the Residential Development Parcel, provided that this Agreement will automatically terminate without the execution or recordation of any further document or instrument as to any tract or parcel of land that is dedicated or conveyed to any governmental authority, utility provider, irrigation district or property owners association, or conveyed individually (and not in "bulk") to a retail homebuyer (collectively, a "Public Lot"), and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement. Notwithstanding the foregoing, upon the written request of the owner of any Public Lot, the Parties will cause an instrument in recordable form to be executed, acknowledged and delivered to the owner of the Public Lot acknowledging the termination of this Agreement as to such Public Lot. Upon full satisfaction of the Parties' obligations hereunder or earlier expiration or termination of this Agreement, the Parties will cooperate in executing and recording a Memorandum of Termination of this Agreement. This paragraph in no way limits or alters the provisions of **Section 9** of this Agreement (pertaining to assignment of the Agreement).

14. General Provisions.

- 14.1 Choice of Law. The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement and any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona.
- 14.2 Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 14.3 No Third Party Claims. Each Party warrants that it has not paid or given, and will not pay or give, any third person money or other consideration in exchange for obtaining this Agreement or for any transaction set forth in this Agreement, including any land transactions, and JFLT will fully indemnify, protect, defend and hold harmless the City from and against any and all claims, costs, damages and liabilities (including attorneys' fees and costs) of a third party claim to any type of right of payment related to JFLT's involvement in this Agreement or any transaction set forth in this Agreement.
- 14.4 No Public Official Liability. No member, elected official, employee, contractor, or agent of the City will be personally liable to JFLT in the event of any default or breach by the City, or for any amount which may become due from JFLT, or on any obligation under the terms of this Agreement.
- 14.5 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 14.6 Police Powers. Nothing in this Agreement constitutes a waiver of the City's police powers or amounts to an unlawful delegation of governmental authority by the City.
- 14.7 Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected by such court decision and the Agreement will be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- 14.8 Integration. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

14.9 Relationship. Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and JFLT.

14.10 Requirement of Writing. No modification, waiver, amendment, discharge or change of this Agreement is valid unless it is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

14.11 Dispute Resolution; Mediation; Litigation. The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute"):

Negotiation. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including (a) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter, and (b) direct communication between the executives. If the Dispute has not been resolved within fourteen (14) days from the Notice of Dispute, the Parties will proceed to mediation.

Mediation. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). The Party that issues the Notice of Mediation will file the American Arbitration Association's ("AAA") Request for Mediation form at the same time the Party sends the Notice of Mediation to the other Party, and the Parties agree that AAA will mediate the Dispute. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will schedule and participate in the mediation in good faith and will have an executive with authority to settle the Dispute at the mediation.

Litigation. If a Dispute remains unresolved for ninety (90) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction.

14.12 Good Standing; Authority. Each of the Parties represents and warrants to the other (a) that it is duly formed and validly existing under the laws of Arizona; and (b) that the individuals 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.

14.14 Future Effect. The provisions of this Agreement are binding upon and inure to the benefit of the Parties, and all of their successors in interest and assigns, subject to the provisions of Sections 9 and 13.

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

14.15 Attorneys' Fees. In the event of a breach by any Party and commencement of a subsequent legal action in a court of law, the prevailing Party in any such dispute is be entitled to reimbursement of reasonable attorneys' fees and court costs, including, but

not limited to, the costs of expert witnesses and costs of transcript preparation. Each Party bears its own costs in the event the Parties mediate any Dispute.

15. City Council Action Requirement. JFLT acknowledges that, notwithstanding any language of this Agreement or any subsequent additional document, no act, requirement, payment or other agreed-upon action to be done or performed by the City which would under law require the formal action of the City Council, will be required to be done or performed by the City until formal City Council action has been taken and is no longer subject to referendum.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

[signatures appear on the following page]

JFLT:

JOHN F. LONG FAMILY REVOCABLE LIVING TRUST
under Agreement dated February 26, 2008

By: Jacob F. Long
Jacob F. Long, Trustee

CITY:

CITY OF GLENDALE, an Arizona municipal corporation

By: T
Name: Thomas F. Nucuring
Title: Assistant City Manager

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

Exhibit A
Legal Description of PAD Parcel

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southwest corner of Section 15, thence North 00 degrees 00 minutes 41 seconds West, along the West line of the Southwest quarter of Section 15 a distance of 885.01 feet to the **Point of Beginning**;

Thence continuing North 00 degrees 00 minutes 41 seconds West, along said West line of the Southwest quarter of Section 15, a distance of 1503.34 feet;

Thence North 89 degrees 47 minutes 02 seconds East, 241.88 feet;

Thence North 00 degrees 00 minutes 26 seconds West, 208.70 feet;

Thence South 89 degrees 47 minutes 02 seconds West, 241.89 feet to a point on the West line of said Southwest quarter of Section 15;

Thence North 00 degrees 00 minutes 41 seconds West, along said West line of the Southwest quarter of Section 15, a distance of 45.00 feet to the Northwest corner of said Southwest quarter (West quarter corner of Section 15);

Thence North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter, a distance of 1420.82 feet;

Thence North 89 degrees 59 minutes 54 seconds East a distance of 70.00 feet;

Thence South 45 degrees 00 minutes 06 seconds East a distance of 28.28 feet;

Thence North 89 degrees 59 minutes 54 seconds East a distance of 300.00 feet;

Thence North 00 degrees 00 minutes 06 seconds West a distance of 1114.33 feet;

Thence South 89 degrees 47 minutes 39 seconds West a distance of 173.25 feet to the beginning of a tangent curve whose center bears North 02 degrees 36 minutes 07 seconds West a distance of 550.00 feet;

Thence Westerly along the arc of said curve through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 23.00 feet;

Thence South 89 degrees 47 minutes 39 seconds West a distance of 83.94 feet;

Thence South 44 degrees 53 minutes 40 seconds West a distance of 56.67 feet;

Thence South 89 degrees 59 minutes 54 seconds West a distance of 70.00 feet;

Thence North 00 degrees 00 minutes 06 seconds West a distance of 174.92 feet to the Northwest corner of said Section 15;

Thence North 89 degrees 47 minutes 25 seconds East, along the North line of said Northwest quarter, 2023.32 feet to a point, from which the North quarter corner of Section 15 bears North 89 degrees 47 minutes 25 seconds East a distance of 625.70 feet;

Thence South 00 degrees 12 minutes 35 seconds East, perpendicular to said North line of the Northwest quarter of Section 15 a distance of 34.03 feet;

Thence South 34 degrees 19 minutes 12 seconds East a distance of 585.60 feet;

Thence North 89 degrees 44 minutes 46 seconds East a distance of 296.12 feet to a point on the North-South mid-section line, from which the center of Section 15 bears South 00 degrees 04 minutes 45 seconds East a distance of 2122.09 feet;

Thence continuing North 89 degrees 44 minutes 46 seconds East a distance of 513.89 feet;

Thence North 51 degrees 50 minutes 10 seconds East a distance of 406.89 feet;

Thence North 89 degrees 44 minutes 46 seconds East a distance of 1814.65 feet to a point on the East line of the Northeast quarter of Section 15, from which the Northeast corner of Section 15, bears North 00 degrees 02 minutes 00 seconds West a distance of 266.60 feet;

Thence South 00 degrees 02 minutes 00 seconds East, along said East line of the Northeast quarter a distance of 1053.68 feet to the Northeast corner of Missouri Ranch, a subdivision, recorded in Book 582 of Maps, Page 33 of Official Records;

Thence South 89 degrees 47 minutes 18 seconds West, along the North line of said subdivision, a distance of 1324.07 feet to the Northwest corner thereof;

Thence South 00 degrees 03 minutes 10 seconds East, along the West line of said subdivision, a distance of 710.25 feet to the Northeast corner of that certain parcel described in Special Warranty Deed recorded as Document No. 02-0992583;

Thence South 89 degrees 47 minutes 12 seconds West a distance of 1407.41 feet to a point on the arc of a non-tangent curve concave Easterly, whose radius point bears South 82 degrees 32 minutes 31 seconds East, 500.00 feet;

Thence Southerly along the arc of said curve, through a central angle of 07 degrees 32 minutes 14 seconds and an arc length of 65.77 feet;

Thence South 00 degrees 04 minutes 45 seconds East, parallel to said North-South mid-section line, a distance of 420.71 feet to the beginning of a curve to the left, having a radius of 500.00 feet;

Thence Southerly along the arc of said curve to the left, through a central angle of 11 degrees 49 minutes 05 seconds and an arc length of 103.13 feet;

Thence South 11 degrees 53 minutes 50 seconds East a distance of 378.62 feet to a point on the North-South mid-section line and a point on the periphery of Camelback Park, a subdivision, recorded in Book 313 of Maps, Page 41 of Official Records;

Thence continuing along the periphery of said subdivision the following seven courses,

South 11 degrees 53 minutes 50 seconds East, 371.59 feet to the beginning of a curve to the right having a radius of 802.49 feet;

Thence Southerly along the arc of last said curve through a central angle of 29 degrees 45 minutes 33 seconds and an arc length of 416.81 feet;

Thence South 17 degrees 51 minutes 43 seconds West a distance of 355.71 feet to the beginning of a curve to the left having a radius of 768.15 feet;

Thence Southerly along the arc of last said curve through a central angle of 29 degrees 11 minutes 16 seconds and an arc length of 391.31 feet;

Thence South 11 degrees 19 minutes 33 seconds East a distance of 300.00 feet to the beginning of a curve to the right, having a radius of 1015.43 feet;

Thence Southerly along the arc of last said curve through a central angle of 11 degrees 14 minutes 56 seconds and an arc length of 199.36 feet to a point on the North-South mid-section line;

Thence South 00 degrees 04 minutes 37 seconds East, along said North-South mid-section line, a distance of 300.00 feet (Record), 299.76 feet (measured) to the South quarter corner of Section 15;

Thence South 89 degrees 46 minutes 18 seconds West, along the South line of said Southwest quarter, a distance of 1575.62 feet;

Thence North 00 degrees 00 minutes 41 seconds West a distance of 885.01 feet;

Thence South 89 degrees 46 minutes 18 seconds West, 1080.01 feet to the **Point of Beginning**.

Together with GPA Parcel 1, more particularly described as follows:

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 15;

Thence North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter of Section 15, a distance of 1420.82 feet to the **Point of Beginning**;

Thence continuing North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter of Section 15, a distance of 1045.47 feet;

Thence North 89 degrees 59 minutes 54 seconds East a distance of 70.00 feet;

Thence North 44 degrees 53 minutes 40 seconds East a distance of 56.67 feet;

Thence North 89 degrees 47 minutes 25 seconds East a distance of 83.94 feet to the beginning of a tangent curve whose center bears North 00 degrees 12 minutes 21 seconds West a distance of 550.00 feet;

Thence Easterly along the arc of said curve through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 23.00 feet;

Thence North 87 degrees 23 minutes 53 seconds East a distance of 173.25 feet;

Thence South 00 degrees 00 minutes 06 seconds East, a distance of 1114.33 feet;

Thence South 89 degrees 59 minutes 54 seconds West a distance of 300.00 feet;

Thence North 45 degrees 00 minutes 06 seconds West a distance of 28.28 feet;

Thence South 89 degrees 59 minutes 54 seconds West a distance of 70.00 feet to the **Point of Beginning**.

Together with GPA Parcel 12, more particularly described as follows:

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Southwest corner of said Section 15;

Thence North 00 degrees 00 minutes 41 seconds West, along the West line of the Southwest quarter of Section 15, a distance of 885.01 feet;

Thence North 89 degrees 46 minutes 18 seconds East a distance of 1080.01 feet;

Thence South 00 degrees 00 minutes 41 seconds East a distance of 885.01 feet to a point on the South line of said Southwest quarter of Section 15;

Thence South 89 degrees 46 minutes 18 seconds West, along said South line of the Southwest quarter, a distance of 1080.01 feet to the **Point of Beginning**.

Note: The above described parcels contain 17,211,030 square feet or 395.1108 acres, more or less.

Exhibit B
Legal Description of Residential Development Parcel

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southwest corner of Section 15, thence North 00 degrees 00 minutes 41 seconds West, along the West line of the Southwest quarter of Section 15 a distance of 885.01 feet to the **Point of Beginning**;

Thence continuing North 00 degrees 00 minutes 41 seconds West, along said West line of the Southwest quarter of Section 15, a distance of 1503.34 feet;

Thence North 89 degrees 47 minutes 02 seconds East, 241.88 feet;

Thence North 00 degrees 00 minutes 26 seconds West, 208.70 feet;

Thence South 89 degrees 47 minutes 02 seconds West, 241.89 feet to a point on the West line of said Southwest quarter of Section 15;

Thence North 00 degrees 00 minutes 41 seconds West, along said West line of the Southwest quarter of Section 15, a distance of 45.00 feet to the Northwest corner of said Southwest quarter (West quarter corner of Section 15);

Thence North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter, a distance of 1420.82 feet;

Thence North 89 degrees 59 minutes 54 seconds East a distance of 70.00 feet;

Thence South 45 degrees 00 minutes 06 seconds East a distance of 28.28 feet;

Thence North 89 degrees 59 minutes 54 seconds East a distance of 300.00 feet;

Thence North 00 degrees 00 minutes 06 seconds West a distance of 1114.33 feet;

Thence South 89 degrees 47 minutes 39 seconds West a distance of 173.25 feet to the beginning of a tangent curve whose center bears North 02 degrees 36 minutes 07 seconds West a distance of 550.00 feet;

Thence Westerly along the arc of said curve through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 23.00 feet;

Thence South 89 degrees 47 minutes 39 seconds West a distance of 83.94 feet;

Thence South 44 degrees 53 minutes 40 seconds West a distance of 56.67 feet;

Thence South 89 degrees 59 minutes 54 seconds West a distance of 70.00 feet;

Thence North 00 degrees 00 minutes 06 seconds West a distance of 174.92 feet to the Northwest corner of said Section 15;

Thence North 89 degrees 47 minutes 25 seconds East, along the North line of said Northwest quarter, 2023.32 feet to a point, from which the North quarter corner of Section 15 bears North 89 degrees 47 minutes 25 seconds East a distance of 625.70 feet;

Thence South 00 degrees 12 minutes 35 seconds East, perpendicular to said North line of the Northwest quarter of Section 15 a distance of 34.03 feet;

Thence South 34 degrees 19 minutes 12 seconds East a distance of 585.60 feet;

Thence North 89 degrees 44 minutes 46 seconds East a distance of 296.12 feet to a point on the North-South mid-section line, from which the center of Section 15 bears South 00 degrees 04 minutes 45 seconds East a distance of 2122.09 feet;

Thence continuing North 89 degrees 44 minutes 46 seconds East a distance of 513.89 feet;

Thence North 51 degrees 50 minutes 10 seconds East a distance of 406.89 feet;

Thence North 89 degrees 44 minutes 46 seconds East a distance of 1814.65 feet to a point on the East line of the Northeast quarter of Section 15, from which the Northeast corner of Section 15, bears North 00 degrees 02 minutes 00 seconds West a distance of 266.60 feet;

Thence South 00 degrees 02 minutes 00 seconds East, along said East line of the Northeast quarter a distance of 1053.68 feet to the Northeast corner of Missouri Ranch, a subdivision, recorded in Book 582 of Maps, Page 33 of Official Records;

Thence South 89 degrees 47 minutes 18 seconds West, along the North line of said subdivision, a distance of 1324.07 feet to the Northwest corner thereof;

Thence South 00 degrees 03 minutes 10 seconds East, along the West line of said subdivision, a distance of 710.25 feet to the Northeast corner of that certain parcel described in Special Warranty Deed recorded as Document No. 02-0992583;

Thence South 89 degrees 47 minutes 12 seconds West a distance of 1407.41 feet to a point on the arc of a non-tangent curve concave Easterly, whose radius point bears South 82 degrees 32 minutes 31 seconds East, 500.00 feet;

Thence Southerly along the arc of said curve, through a central angle of 07 degrees 32 minutes 14 seconds and an arc length of 65.77 feet;

Thence South 00 degrees 04 minutes 45 seconds East, parallel to said North-South mid-section line, a distance of 420.71 feet to the beginning of a curve to the left, having a radius of 500.00 feet;

Thence Southerly along the arc of said curve to the left, through a central angle of 11 degrees 49 minutes 05 seconds and an arc length of 103.13 feet;

Thence South 11 degrees 53 minutes 50 seconds East a distance of 378.62 feet to a point on the North-South mid-section line and a point on the periphery of Camelback Park, a subdivision, recorded in Book 313 of Maps, Page 41 of Official Records;

Thence continuing along the periphery of said subdivision the following seven courses,

South 11 degrees 53 minutes 50 seconds East, 371.59 feet to the beginning of a curve to the right having a radius of 802.49 feet;

Thence Southerly along the arc of last said curve through a central angle of 29 degrees 45 minutes 33 seconds and an arc length of 416.81 feet;

Thence South 17 degrees 51 minutes 43 seconds West a distance of 355.71 feet to the beginning of a curve to the left having a radius of 768.15 feet;

Thence Southerly along the arc of last said curve through a central angle of 29 degrees 11 minutes 16 seconds and an arc length of 391.31 feet;

Thence South 11 degrees 19 minutes 33 seconds East a distance of 300.00 feet to the beginning of a curve to the right, having a radius of 1015.43 feet;

Thence Southerly along the arc of last said curve through a central angle of 11 degrees 14 minutes 56 seconds and an arc length of 199.36 feet to a point on the North-South mid-section line;

Thence South 00 degrees 04 minutes 37 seconds East, along said North-South mid-section line, a distance of 300.00 feet (Record), 299.76 feet (measured) to the South quarter corner of Section 15;

Thence South 89 degrees 46 minutes 18 seconds West, along the South line of said Southwest quarter, a distance of 1575.62 feet

Thence North 00 degrees 00 minutes 41 seconds West a distance of 885.01 feet;

Thence South 89 degrees 46 minutes 18 seconds West, 1080.01 feet to the **Point of Beginning**.

Note: The above described parcel contains 15,828,344 square feet or 363.3688 acres, more or less.

Exhibit C
Legal Description of South ROW

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 15;

Thence North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter of Section 15, a distance of 2466.47 feet to the Point of Beginning;

Thence continuing North 00 degrees 00 minutes 06 seconds West, along said West line of the Northwest quarter of Section 15, a distance of 89.77 feet;

Thence North 89 degrees 47 minutes 39 seconds East, 193.76 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 00 degrees 12 minutes 21 seconds West, 500.00 feet;

Thence Easterly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 20.91 feet;

Thence North 87 degrees 23 minutes 53 seconds East, 175.02 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 02 degrees 36 minutes 07 seconds East, 500.00 feet;

Thence Easterly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 20.91 feet;

Thence North 89 degrees 47 minutes 39 seconds East, 1106.84 feet to the beginning of a tangent curve concave Southwesterly, whose radius point bears South 00 degrees 12 minutes 21 seconds East, 505.00 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 48 degrees 50 minutes 35 seconds and an arc length of 430.50 feet;

Thence South 41 degrees 21 minutes 42 seconds East, 171.53 feet to the beginning of a tangent curve concave Northeasterly, whose radius point bears North 48 degrees 38 minutes 18 seconds East, 645.00 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 48 degrees 53 minutes 28 seconds and an arc length of 550.39 feet;

Thence North 89 degrees 44 minutes 46 seconds East, 504.93 feet to the beginning of a tangent curve concave Northwesterly, whose radius point bears North 00 degrees 15 minutes 14 seconds West, 595.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 337.89 feet;

Thence North 57 degrees 12 minutes 36 seconds East, 185.88 feet to the beginning of a tangent curve concave Southeasterly, whose radius point bears South 32 degrees 47 minutes 28 seconds East, 505.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 286.78 feet;

Thence North 89 degrees 44 minutes 46 seconds East, 853.78 feet to the beginning of a tangent curve concave Southwesterly, whose radius point bears South 00 degrees 15 minutes 14 seconds West, 500.00 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length of 75.54 feet;

Thence South 81 degrees 35 minutes 53 seconds East, 181.62 feet to the beginning of a tangent curve concave Northeasterly, whose radius point bears North 18 degrees 24 minutes 07 seconds East, 500.00 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length of 75.54 feet;

Thence North 89 degrees 44 minutes 46 seconds East, 364.31 feet to a point on the East line of the Northeast quarter of Section 15, from which the Northeast corner of Section 15, bears North 00 degrees 01 minutes 56 seconds West, 363.42 feet;

Thence along said East line, South 00 degrees 02 minutes 00 seconds East, 90.21 feet;

Thence South 89 degrees 58 minutes 04 seconds West, 55.00 feet;

Thence North 45 degrees 08 minutes 30 seconds West, 56.45 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 269.12 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 00 degrees 15 minutes 14 seconds West, 550.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length of 83.09 feet;

Thence North 81 degrees 35 minutes 53 seconds West, 181.62 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 08 degrees 24 minutes 07 seconds West, 450.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length 67.98 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 853.78 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 00 degrees 15 minutes 14 seconds East, 455.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 258.39 feet;

Thence South 57 degrees 12 minutes 36 seconds West, 185.88 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 32 degrees 47 minutes 28 seconds West, 645.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 366.29 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 148.05 feet;

Thence South 44 degrees 44 minutes 46 seconds West, 56.57 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 70.00 feet;

Thence North 45 degrees 15 minutes 14 seconds West, 56.57 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 206.89 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 00 degrees 15 minutes 14 seconds West, 695.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 48 degrees 53 minutes 28 seconds and an arc length of 593.05 feet;

Thence North 41 degrees 21 minutes 42 seconds West, 171.53 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 48 degrees 38 minutes 18 seconds West, 455.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 48 degrees 50 minutes 35 seconds and an arc length of 387.87 feet;

Thence South 89 degrees 47 minutes 39 seconds West, 1106.84 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 00 degrees 12 minutes 21 seconds East, 450.00 feet;

Thence Westerly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 18.82 feet;

Thence South 87 degrees 23 minutes 57 seconds West, 175.02 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 02 degrees 36 minutes 03 seconds East, 550.00 feet;

Thence Westerly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 23.00 feet;

Thence South 89 degrees 47 minutes 39 seconds West, 83.94 feet

Thence South 44 degrees 53 minutes 47 seconds West, 56.67 feet;

Thence South 89 degrees 59 minutes 54 seconds West, 70.00 feet to the **Point of Beginning**.

Note: The above described parcel contains 287,798 square feet or 6.6069 acres, more or less.

Exhibit D
Legal Description of North ROW and Remnant Parcel

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 15;

Thence North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter of Section 15, a distance of 2556.24 feet to the **Point of Beginning**;

Thence North 00 degrees 00 minutes 06 seconds West along the West line of the Northwest quarter, 85.16 feet to the Northwest corner of said Section 15;

Thence North 89 degrees 47 minutes 25 seconds East, along the North line of said Northwest quarter, 2023.32 feet to a point, from which the North quarter corner of Section 15, bears North 89 degrees 47 minutes 29 seconds East, 625.91 feet;

Thence South 00 degrees 12 minutes 31 seconds East, perpendicular to said North line of the Northwest quarter of Section 15, 34.03 feet;

Thence South 34 degrees 19 minutes 12 seconds East, 585.60 feet;

Thence North 89 degrees 44 minutes 46 seconds East, 296.32 feet to a point on the North-South mid-section line, from which the center of Section 15 bears South 00 degrees 04 minutes 33 seconds East, 2122.39 feet;

Thence continuing North 89 degrees 44 minutes 46 seconds East, 513.69 feet;

Thence North 51 degrees 50 minutes 10 seconds East, 406.89 feet;

Thence North 89 degrees 44 minutes 46 seconds East, 1815.08 feet to a point on the East line of the Northeast quarter of Section 15, from which the Northeast corner of Section 15, bears North 00 degrees 02 minutes 00 seconds West, 266.60 feet;

Thence South 00 degrees 02 minutes 00 seconds East, along said East line of the Northeast quarter, 96.82 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 364.31 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 00 degrees 15 minutes 14 seconds West, 500.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length of 75.54 feet;

Thence North 81 degrees 35 minutes 53 seconds West, 181.62 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 08 degrees 24 minutes 07 seconds West, 500.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length of 75.54 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 853.78 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 00 degrees 15 minutes 14 seconds East, 505.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 286.78 feet;

Thence South 57 degrees 12 minutes 32 seconds West, 185.77 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 32 degrees 47 minutes 28 seconds West, 595.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 337.89 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 504.93 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 00 degrees 15 minutes 14 seconds West, 645.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 48 degrees 53 minutes 28 seconds and an arc length of 550.39 feet;

Thence North 41 degrees 21 minutes 46 seconds West, 171.53 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 48 degrees 38 minutes 14 seconds West, 505.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 48 degrees 50 minutes 35 seconds and an arc length of 430.50 feet;

Thence South 89 degrees 47 minutes 39 seconds West, 1106.84 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 00 degrees 12 minutes 21 seconds East, 500.00 feet;

Thence Westerly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 20.91 feet;

Thence South 87 degrees 23 minutes 53 seconds West, 175.02 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 02 degrees 36 minutes 07 seconds West, 500.00 feet;

Thence Westerly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 20.91 feet;

Thence South 89 degrees 47 minutes 39 seconds West, 193.76 feet to the **Point of Beginning**.

Note: The above described parcel contains 516,198 square feet or 11.8503 acres, more or less.

JOHN F. LONG FAMILY REVOCABLE LIVING TRUST

1118 E. Missouri Avenue · Suite A · Phoenix, AZ 85014
602.272.0421

LETTER OF TRANSMITTAL

DATE: April 18, 2016

TO:

Jennifer Campbell

Assistant City Manager

City of Glendale

5850 West Glendale Avenue, Suite 431

Glendale, Arizona 85301

IN CONNECTION WITH THE DEVELOPMENT OF BETHANY HOME ROAD,
WE ARE SENDING YOU:

DESCRIPTION:

- 1.) Three *originals* of the Bethany Home Road Development Agreement, signed by Jacob F. Long.

DELIVERY:

via hand delivery

COMMENT:

Once the Agreement has been signed by all parties and dates as of Council approval, please return one original for our files. Once recorded, please return a copy in pdf format to: valerie@jflong.com for our files.

FROM:



Valerie Riedler