

When Recorded Return to:

City of Peoria
City Clerk's Office
8401 W. Monroe Street
Peoria, Arizona 85345

TRAILHEAD DEVELOPMENT AGREEMENT

THIS TRAILHEAD DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of the ____ day of _____, 2022, by and between **Pederson Group, Inc.**, an Arizona corporation ("**Owner**"), and the **City of Peoria**, an Arizona municipal corporation ("**City**"). Owner and City are collectively referred to herein as the "Parties," or individually as the "Party."

RECITALS:

A. As of the date of this Agreement, Owner directly either: (i) owns, (ii) holds an option or other pecuniary or beneficial interest in, or (iii) has contractual rights to develop the real property located in the City, consisting of approximately 20.916 acres, the legal description of which is attached in Exhibit A (the "**Property**").

B. Development of the Property includes the construction of (i) on-site improvements, (ii) Placemaking Amenities (as defined below) and (iii) Public Improvements (as defined below), as generally depicted in the project site plan attached hereto as Exhibit B (the "**Project**"). The Project, known as "The Trailhead," consists of an assemblage of five separate parcels, including the Property, from four separate property owners to create a cohesive development. These parcels have remained undeveloped due to the difficulty of assembling them from the four separate property owners. It is the desire and current intention of the Owner to develop the parcels that constitute the Project as a mixed-use project, including but not limited to a regional grocery store, first-to-market restaurants, a variety of retail users, multi-family housing, a worship center, and on-site Placemaking Amenities. The City recognizes that the nature, use, size, location and configuration of the Project may change, at any time, and from time to time, due to economic and other factors.

C. Owner acknowledges that the Project is of such significance that the City requires assurances concerning the completion of certain drainage and roadway improvements, and that the design and development of the Project is done in a consistent manner with certain common architectural, aesthetic and thematic features, and such other assurances as are set forth in this Agreement. In furtherance of these goals, Owner has submitted, or will submit, one or more site plans for each phase of development of the Project (as needed).

D. An economic analysis conducted in April 2022 by Applied Economics titled

“Economic and Revenue Impacts of the Trailhead Peoria, Arizona” indicates the Project is designed to generate substantial tax and other revenues to the City of Peoria including: total tax revenue of more than \$17,000,000 over the next ten years. City also acknowledges that the development of the Project will generate other substantial benefits for the City including, (i) the creation of over 1400 construction jobs, and over 430 new retail, grocery and restaurant jobs which will generate over \$17,000,000 in annual labor income, and (ii) further establishing the City as a recreation, retail, and dining destination drawing customers from within Peoria as well as visitors from the Phoenix Metropolitan area and beyond.

E. The Parties acknowledge Owner will provide certain off-site improvements identified in Exhibit D (“**Public Improvements**”). The Public Improvements are regional in nature and/or are above and beyond what is typically required for such a project. City will reimburse Owner for certain Design and Construction Costs for the Public Improvements in an amount not to exceed \$2,000,000.

F. The Parties desire to enter this Agreement pursuant to A.R.S. § 9-500.05.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and mutual agreement on terms set forth in this Agreement, the Parties state, confirm and agree as follows:

1. **Definitions.** “Design and Construction Costs” shall mean the costs and fees associated with development of the Project including: labor, materials, supplies, architectural services, engineering services, design services, consultation services, blue printing services, construction staking, demolition, soil amendment, soil compaction, processing, plan check, permitting, insurance, corrections, changes or additions to work (whether required by City or necessitated by site conditions), state and county sales taxes (imposed in connection with construction), legal and engineering services (required to obtain permits), and any construction management fees.

2. **Placemaking Amenities.** Owner shall include within the Project upscale “Placemaking” amenities such as those listed in Exhibit C (“**Placemaking Amenities**”). Placemaking Amenities will be constructed and installed at the Owner’s sole cost and expense and Owner shall maintain, repair and replace the Placemaking Amenities at the same level of quality as initially installed. Owner agrees that the design and development of the Placemaking Amenities shall be consistent with certain common architectural, aesthetic, and thematic features approved by the City in the PAD Report.

3. **Project Tenants.** The Project, within pads P3-P9 and/or shops A-B, must include at least four (4) Quality Restaurants. At least two (2) of the four (4) must be full service restaurants that provide lunch and dinner, and no more than one (1) of the four (4) may generate a majority of its revenue through breakfast sales. Quality Restaurants offer a unique/boutique culinary destination experience contributing to the activation of the Placemaking Amenities and public spaces. The following are examples of “**Quality Restaurants**” that offer a culinary destination experience:

The Vig, OHSO Brewery, Chop Shop, Obon Sushi, Prep & Pastry, Snooze, Scramble, La Madeleine Café, Farm and Craft, Luci's, Lou Malnati's, Pomo Pizzeria, Zoe's Kitchen, Postino's, Sorso Wine Room, The Greene House, North, Becket's Table, Southern Rail, Grassroots, Twisted Grove, Tap House Kitchen, SumoMayo, Hop Social Tavern, Stock & Stable, McFate Brewing Company, Helton Brewing Company, Huss Brewing, Four Peaks Brewing Company, Yard House, Mora Italian, Otro Café, Hatter and Hare, The Main Ingredient, Tuck Shop, The Mission, AZ/88, Hula's, Culinary Dropout, The Living Room, Brio, Sip Coffee & Beerhouse, Ahi Poke, Barrio Café, Costa Vida, Short Leash, Sushiholic, The Mexicano, Sicilian Butcher, Chula Seafood.

The Parties understand that this list of examples is not exhaustive and that there are other restaurants that would qualify as Quality Restaurants that offer a culinary destination experience. The Parties agree to work in good faith to evaluate other restaurants proposed for the Project that are not included in the list of examples, yet believed by Owner to qualify as Quality Restaurants that offer a culinary destination experience. Proof that Owner has provided a Quality Restaurant as described in this Paragraph 3 shall be demonstrated by a certificate of occupancy issued by the City and a proof of lease with the Quality Restaurant as demonstrated by either a recorded memorandum of lease or other proof of an executed lease as approved by the City Attorney's office.

4. **Public Improvements.** Owner agrees to do the following:
 - a. Owner shall design, construct and install the Public Improvements within the City right-of-way or public easement.
 - b. Owner shall obtain City approval for the design plans for the Public Improvements prior to beginning the public bidding process for the construction contracts.
 - c. Publicly bid the construction and installation of the Public Improvements. All contractors and subcontractors must be selected in accordance with all federal, state and municipal requirements, including without limitation the requirements of Arizona Revised Statutes Title 34.
 - d. Manage the construction and installation of the Public Improvements.
 - e. Provide the City with monthly invoices for the Design and Construction Costs incurred by Owner for the Public Improvements. Each monthly invoice shall set forth the total amount to be paid, including an itemized summary of the fees and costs comprising such total amount.
 - f. Upon completion and official acceptance of the Public Improvements, transfer ownership of the Public Improvements to the City.

5. **Reimbursement for Public Improvements.** City agrees to do the following:

- a. Review and approve the design plans for the Public Improvements, such approval shall not to be unreasonably delayed, conditioned, or withheld.
- b. In consideration of and in exchange for Owner designing and constructing Public Improvements, City agrees to reimburse Owner the actual Design and Construction Costs for Public Improvements, not to exceed \$2,000,000 (“**Reimbursement Amount**”). The estimated Design and Construction Costs for the Public Improvements are identified in Exhibit E. The \$2,000,000 reimbursement amount cap does not include impact fee credits if any, which shall be considered separately. Reimbursement shall occur in the following manner:
 - i. Reimburse Owner for fifty percent (50%) of the Reimbursement Amount up to and not to exceed \$1,000,000. This reimbursement shall be made as costs are incurred by Owner on a monthly basis, which said costs shall be based on and evidenced by the monthly invoices submitted by Owner as set forth in Paragraph 4(e).
 - ii. Retain twenty five percent (25%) of the Reimbursement Amount, up to and not to exceed \$500,000 (“**Retained Amount**”). City agrees to release the Retained Amount to Owner upon City’s concurrence that the Placemaking Amenities have been substantially completed by Owner.
 - iii. Reimburse Owner the remaining \$500,000 of Reimbursement Amount for securing Quality Restaurants (up to four (4)) provided by Owner pursuant to Paragraph 3. The City will reimburse the Owner \$125,000 for each secured Quality Restaurant (\$500,000 total). This reimbursement payment shall be made following the issuance of each certificate of occupancy for a Quality Restaurant as described in Paragraph 3.
- c. Review submitted invoices and request additional information (if needed) within fourteen (14) days of invoice receipt.
- d. Make reimbursement payments to Owner within thirty (30) days following receipt of a City approved invoice, or within thirty (30) days following Owner’s satisfaction of the applicable requirements described within this Agreement.
- e. Upon completion and official acceptance of the Public Improvements, accept ownership of the Public Improvements and assume all operation and maintenance obligations.

6. **Transportation Impact Fee Credits.** The Parties acknowledge and agree that a portion of the 83rd Avenue half-street improvements are included in the City's transportation impact fee. Owner is entitled to credits against the City's transportation impact fee in an amount equal to the lesser of the transportation impact fees collected from the Project or the Design and Construction Costs for the portion of the 83rd Avenue half-street improvements included in the Infrastructure Improvement Plan.

6.1 **Reimbursing Transportation Impact Fee Credits.** The City and Owner shall enter into a Credit Allocation Agreement, pursuant to Peoria City Code Section 20-40. The City shall credit to Owner the transportation impact fees generated within the Project pursuant to the Credit Allocation Agreement, and shall be as either: (i) direct credits against the transportation impact fee applied at the time of building permit issuance, or (ii) collect/remit, where the City collects the transportation impact fee at the time of building permit issuance and remits the transportation impact fee collected to Owner. Owner shall provide the City with direction as to which portion of the Project will be utilizing the credit method and which portion of the Project will be utilizing the collect/remit method. Transportation impact fees that are collected by the City shall be remitted to Owner within thirty (30) days from the date the certificate of occupancy is issued for the building associated with the impact fees are received.

7. **General Provisions.**

7.1. **Term.** This Agreement shall become effective on the date first above written and shall automatically terminate upon the earlier of the following: (i) ten (10) years, or (ii) completion of the duties and obligations of the Parties as identified herein. The Parties may extend this Agreement by way of written amendment.

7.2. **Notices and Filings.** All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, emailed, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

City: City of Peoria
City Manager's Office
8401 West Monroe Street
Peoria, Arizona 85345
Email: city.manager@peoriaaz.gov

With a copy to: City of Peoria
City Attorney's Office
8401 West Monroe Street
Peoria, Arizona 85345
Email: city.attorney@peoriaaz.gov

Owner: Pederson Group, Inc.
2415 E. Camelback Rd., Suite 1070
Phoenix, AZ 85016

Attn: Jim Pederson
Email: JEP@pedersoninc.com

With Copy to: Beus Gilbert McGroder PLLC
701 N. 44th Street
Phoenix, AZ 85008
Attn: Jeffrey M. Blilie
Email: jblilie@beusgilbert.com

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party.

7.3. Default. Failure, or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision hereunder shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching 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 to comply with any term or provision hereunder, then the breaching Party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. 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 of default by either Party, the non-defaulting shall be entitled to exercise any remedy available to it under law or in equity, including the right to cancel this Agreement without further cost(s) or obligation(s).

7.4. Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbonding 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 the Parties. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days of agreeing that a mediator is required, then within three (3) days thereafter, the Parties shall request the presiding judge of the Superior Court in and for Maricopa County, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the moratorium.

7.5. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest. Owner shall not assign any right or obligation in this Agreement without the City's express written consent, which consent may be granted, conditioned or delayed in the City's sole and absolute discretion. Owner agrees

that it will require any successor, or assign to expressly assume and agree to perform the terms and conditions of this Agreement. Any failure of the Owner to obtain such agreement, and the City's consent thereof, prior to the effectiveness of any such succession or assignment shall be a material breach of this Agreement.

7.6. Choice of Law, Venue. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason.

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

7.8. Conflict of Interest. Pursuant to A.R.S. § 38-503 and 38-511, no member, official, or employee of the City will have personal interest, direct or indirect, in this Agreement, nor will 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 cancelation for conflicts of interest as provided by Arizona Revised Statutes Title 38, Article 8, Conflict of Interest of Officers and Employees.

7.9. Counterparts. 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.

7.10. Entire Agreement. This Agreement, together with the following Exhibits attached hereto and incorporated herein by this reference constitutes the entire agreement between the Parties.

- | | |
|-----------------------|---|
| (a) <u>Exhibit A:</u> | Legal Description of the Property |
| (b) <u>Exhibit B:</u> | Site Plan for the Project |
| (c) <u>Exhibit C:</u> | Placemaking Amenities |
| (d) <u>Exhibit D:</u> | Off-site Public Improvements |
| (e) <u>Exhibit E:</u> | Estimated Design and Construction Costs for the Public Improvements |

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

7.11. Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under Arizona laws and that the individuals executing this

Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

7.12. Headings. 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.

7.13. Recordation. This Agreement must be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution by the City.

7.14. 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 the Parties. 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.

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) written below.

CITY:

CITY OF PEORIA, an Arizona municipal corporation

By: _____
Cathy Carlat, Mayor

ATTEST:

Lori Dyckman, Acting City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2022, before me personally appeared, Cathy Carlat the Mayor of the City of Peoria, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

Owner:

PEDERSON GROUP, INC., an Arizona corporation

By: _____

Name: _____

Title: _____

STATE OF ARIZONA

County of Maricopa

On this _____ day of _____, 2022, before me personally appeared _____, _____ of Pederson Group, Inc., an Arizona corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

EXHIBIT A

Legal Description for the Property

**LEGAL DESCRIPTION
SHOPPING CENTER PARCEL
THE TRAILHEAD
PEORIA, ARIZONA**

DECEMBER 9, 2021
Job No. P5867
Page 1 of 2

LOCATED IN THE SOUTH HALF OF SECTION 2 AND THE NORTH HALF OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 2 BEARS NORTH 01 DEGREE 38 MINUTES 48 SECONDS WEST, A DISTANCE OF 2,598.59 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECOND EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 917.87 FEET TO THE CENTERLINE OF 83RD AVENUE PER CITY OF PEORIA RESOLUTION NO. 07-172, RECORDED IN DOCUMENT NO. 2007-1345578, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 38 DEGREES 21 MINUTES 36 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 25.59 FEET TO A POINT OF CURVATURE TO THE LEFT;

THENCE NORTHEASTERLY CONTINUING ALONG SAID CENTERLINE AND ALONG SAID CURVE, HAVING A RADIUS OF 2,900.00 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 59 MINUTES 11 SECONDS, A DISTANCE OF 404.22 FEET;

THENCE SOUTH 60 DEGREES 48 MINUTES 01 SECONDS EAST, DEPARTING SAID CENTERLINE, A DISTANCE OF 107.70 FEET TO A POINT OF CURVATURE TO THE LEFT;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 69.50 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 53 MINUTES 43 SECONDS, A DISTANCE OF 35.05 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 45 SECONDS EAST, A DISTANCE OF 38.14 FEET TO A POINT OF CURVATURE TO THE LEFT;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 69.50 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 40 MINUTES 38 SECONDS, A DISTANCE OF 34.79 FEET;

THENCE NORTH 61 DEGREES 37 MINUTES 37 SECONDS EAST, A DISTANCE OF 249.67 FEET TO A POINT OF CURVATURE TO THE RIGHT;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 150.50 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES 24 MINUTES 57 SECONDS, A DISTANCE OF 140.31 FEET;

THENCE SOUTH 64 DEGREES 57 MINUTES 26 SECONDS EAST, A DISTANCE OF 254.24 FEET;

THENCE SOUTH 05 DEGREES 07 MINUTES 32 SECONDS EAST, A DISTANCE OF 138.94 FEET;

THENCE SOUTH 61 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 30.86 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, WITH A CHORD BEARING OF SOUTH 28 DEGREES 01 MINUTE 48 SECONDS EAST, A CHORD DISTANCE OF 185.86 FEET;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 365.00 FEET, THROUGH A CENTRAL ANGLE OF 29 DEGREES 29 MINUTES 59 SECONDS, A DISTANCE OF 187.93 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, WITH A CHORD BEARING OF SOUTH 38 DEGREES 14 MINUTES 43 SECONDS EAST, A CHORD DISTANCE OF 84.37 FEET;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 365.00 FEET, THROUGH A CENTRAL ANGLE OF 13 DEGREES 16 MINUTES 24 SECONDS, A DISTANCE OF 84.56 FEET;

THENCE SOUTH 27 DEGREES 44 MINUTES 28 SECONDS EAST, A DISTANCE OF 134.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF HAPPY VALLEY ROAD;

THENCE SOUTH 61 DEGREES 51 MINUTES 40 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 408.65 FEET TO A POINT OF CURVATURE TO THE RIGHT;

THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY AND ALONG SAID CURVE, HAVING A RADIUS OF 1,420.00 FEET, THROUGH A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 46 SECONDS, A DISTANCE OF 1,087.49 FEET;

THENCE NORTH 74 DEGREES 15 MINUTES 34 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 92.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF 83RD AVENUE;

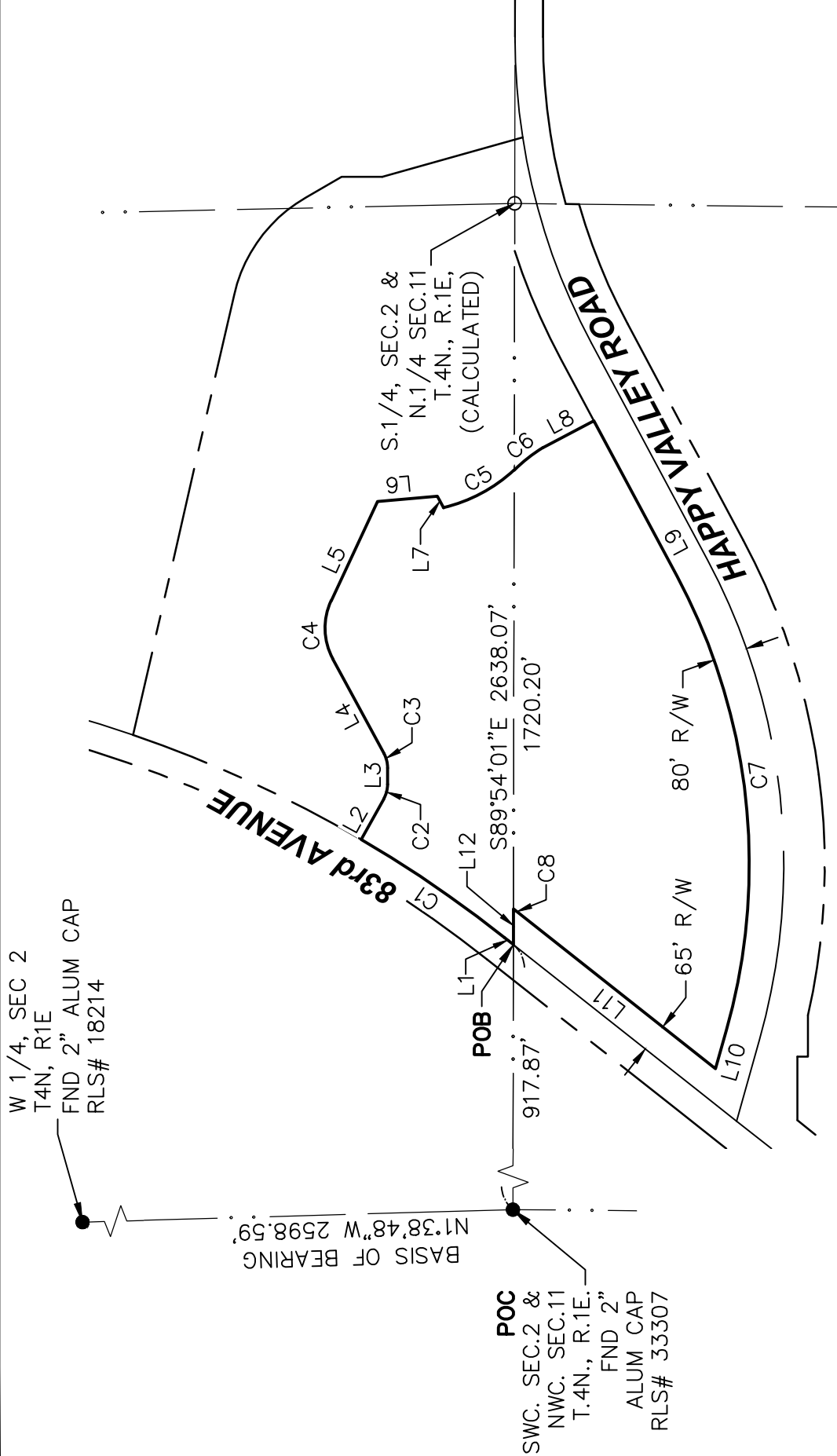
THENCE NORTH 38 DEGREES 21 MINUTES 36 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 572.59 FEET TO A POINT OF CURVATURE TO THE LEFT;

THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT OF WAY AND ALONG SAID CURVE, HAVING A RADIUS OF 2,965.00 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 40 SECONDS, A DISTANCE OF 25.58 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

THENCE NORTH 89 DEGREES 54 MINUTES 01 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 82.64 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 911,095 SQUARE FEET OR 20.916 ACRES, MORE OR LESS.





SHOPPING CENTER PARCEL

THE TRAILHEAD

PEORIA, ARIZONA

DRAWING: 5867 ShoppingCenter.DWG

JOB# P5867 SCALE: NTS SHT: 1 OF 2

DRAFTER: RMH CHK: ELS DATE: 12/09/21

22425 N 16TH STREET SUITE #1

PHOENIX, AZ 85024

480.922.0780

rickengineering.com



San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N38°21'36"E	25.59'
L2	S60°48'01"E	107.70'
L3	S89°41'45"E	38.14'
L4	N61°37'37"E	249.67'
L5	S64°57'26"E	254.24'
L6	S5°07'32"E	138.94'
L7	S61°37'36"W	30.86'
L8	S27°44'28"E	134.21'
L9	S61°51'40"W	408.65'
L10	N74°15'34"W	92.20'
L11	N38°21'36"E	572.59'
L12	N89°54'01"W	82.64'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	7°59'11"	2900.00'	404.22'	N34°22'01"E 403.90'
C2	28°53'43"	69.50'	35.05'	S75°14'53"E 34.68'
C3	28°40'38"	69.50'	34.79'	N75°57'56"E 34.42'
C4	53°24'57"	150.50'	140.31'	N88°20'06"E 135.28'
C5	29°29'59"	365.00'	187.93'	S28°01'48"E 185.86'
C6	13°16'24"	365.00'	84.56'	S38°14'43"E 84.37'
C7	43°52'46"	1420.00'	1087.49'	S83°48'03"W 1061.11'
C8	0°29'40"	2965.00'	25.58'	N38°06'46"E 25.58'



22425 N 16TH STREET SUITE #1
 PHOENIX, AZ 85024
 480.922.0780

rickengineering.com

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

SHOPPING CENTER PARCEL

THE TRAILHEAD
 PEORIA, ARIZONA

DRAWING:	5867 ShoppingCenter.DWG				
JOB#	P5867	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	TLH	CHK:	ELS	DATE:	12/02/21

EXHIBIT B

Site Plan for the Project

[due to font size this Exhibit was not recorded, for a copy please contact the City Clerk]

EXHIBIT C

Placemaking Amenities

The intent of The Trailhead shopping center is to provide an upscale community restaurant and retail development project highlighting Placemaking Amenities, community gathering areas, upscale design features and connectivity to the surrounding community. Owner agrees that the design and development of the Placemaking Amenities shall be in accordance with the approved PAD Report. The Placemaking Amenities will include, at a minimum, the following:

1. Approximately 25,000 sf of developable land available for programmed open space and community gathering locations, such as outdoor music events, farmer's markets, craft fairs, etc.
2. Community recreational features include, trail and hiking amenities, including additional water stations and bike racks.
3. Internal trail and pedestrian walkways to connect restaurants and the community gathering areas that foster a healthy lifestyle and facilitate community connections.
4. Enhanced landscape setbacks with expansive landscape and "berming" along Happy Valley Road.
5. Four-sided architecture and enhanced façade design.
6. Shop buildings and free-standing pad buildings will be allowed to develop individual identity in their façade and building signage treatments within and overreaching them, which allows for differentiation and character to the buildings. This look is intended to create a "Main Street" feel for the entire Project while maintaining high quality design elements with complementary forms and materials to the rest of the shopping center.

EXHIBIT D

Off-site Public Improvements

The following off-site public improvements have been referred to herein collectively as the **“Public Improvements.”**

1. Off-site improvements to City owned roadways; including:
 - a. Happy Valley Rd. improvements, including but not limited to: median improvements, right-turn deceleration lanes, 83rd Ave. intersection restriping.
 - b. 83rd Ave./Westwing Pkwy. Improvements not otherwise reimbursed through impact fee credits, including but not limited to: median improvements, right-turn deceleration lanes, and 83rd Ave. intersection restriping.
2. Traffic signal at 79th Avenue and Happy Valley Rd. and related street modifications, including, but not limited to: curbs, gutters, sidewalks, drainage, pavement, deceleration lanes, turn lanes, signalization (including modifications), lighting, signage, and striping.
3. Regional drainage improvements for the conveyance, storage, and detention of off-site water flows through and/or around the Project including but not limited to storm water pipes under 83rd Ave., and drainage channel extension from 83rd Ave. to Rock Springs Wash. These regional drainage improvements are designed and engineered to address both the on-site peak flows and the off-site drainage from properties north and west of the Project.
4. The Project is served by two separate water districts. Owner must install dual service lines, one set for each district. The Sunrise Water Company lines will not be considered Public Improvements, however, the City of Peoria water lines within the public right of way will be considered Public Improvements.

The Parties acknowledge and agree that installation of these improvements are above and beyond what required of similar projects.

EXHIBIT E

Estimated Design and Construction Costs for the Public Improvements

1. Off-site improvements to the City owned roadways	
a. Happy Valley Rd.	\$ 701,000
b. 83Ave / Westwing Pkwy. ¹	\$ 905,000
2. Traffic Signal at 79 th Avenue and Happy Valley Rd.	\$ 539,000
3. Regional drainage improvements	\$ 1,182,000
4. City of Peoria water lines in public right of way	\$ 284,000
5. Design Costs	<u>\$ 230,000</u>
Total Estimated Design and Construction Costs	\$ 3,841,000

1. 83rd Ave / Westwing Parkway shown are before any offset in credits for anticipated Street Transportation Impact Fees. Any such credits received by the Owner will be offset against the cost reimbursable for this line item.