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MEMORANDUM **Planning Division – CC Memo 16-102**

DATE: AUGUST 11, 2016

TO: MAYOR AND COUNCIL

THRU: MARSHA REED, CITY MANAGER

FROM: JEFF KURTZ, PLANNING ADMINSTRATOR

SUBJECT: DEVELOPMENT AGREEMENT WITH DOUGALAS ALLRED COMPANIES (CAZ 5 LLC AND CAZ 7 LLC)

RECOMMENDATION

Staff recommends City Council adopt Resolution No. 4987 authorizing the execution of a Development Agreement with CAZ 5 LLC and CAZ 7 LLC, and authorize the Mayor to sign the Development Agreement.

BACKGROUND/DISCUSSION

Douglas Allred Companies is in the process of developing a multiple phase project on property located at Price and Willis Roads named Allred Park Place.

Concurrent with zoning case DVR15-0037 and Ordinance 4704 a Development Agreement is proposed to further the development requirements. The Development Agreement between the City and the Developer will serve to implement the stipulation requirements of the property's PAD Zoning and the Preliminary Development Plan. The Development Agreement restates the development's building height and phasing alternatives that can be determined to be in substantial conformance with the property's PAD Zoning together with the process to reach the determination. Additionally, provisions are included addressing the deed restricted hotel use, the public infrastructure construction phasing, and the building design minimums being consistent with the PAD Zoning Development Booklet representations.

FINANCIAL IMPLICATIONS

There are no financial implications affecting the City.

PROPOSED MOTION

Move City Council to adopt Resolution No. 4987 authorizing the execution of a Development Agreement with CAZ 5 LLC and CAZ 7 LLC, and authorize the Mayor to sign the Development.

Attachments

1. Resolution No. 4987
2. Development Agreement
3. Legal Description

RESOLUTION NO. 4987

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH CAZ 5 LLC and CAZ 7 LLC, RELATING TO REAL PROPERTY LOCATED AT THE SOUTHWEST AND SOUTHEAST CORNERS OF WILLIS ROAD AND PRICE ROAD IN CHANDLER, ARIZONA.

WHEREAS, CAZ 5 LLC, an Arizona limited liability company, and CAZ 7 LLC, an Arizona limited liability company (collectively, "Developer"), own approximately 68.5 gross acres of land at the southwest corner and southeast corner of Willis Road and Price Road, in Chandler, Arizona, which Developer desires to develop for office purposes; and

WHEREAS, the City of Chandler ("City") believes that encouragement of such development is beneficial to the citizens of Chandler, Arizona;

WHEREAS, City and Developer wish to enter into a development agreement, in accordance with A.R.S. §9-500.05, to address certain matters related to the development of the subject property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Maricopa County, Arizona, as follows:

Section 1. Council hereby approves the City of Chandler entering into a Development Agreement with Developer that will be in substantially the form and content attached hereto as Exhibit "A" to this Resolution No. 4987 and incorporated herein by this reference.

Section 2. The Mayor of the City of Chandler is authorized to execute the Development Agreement and any related documents for and on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 11th day of August, 2016.

ATTEST:

_____ _____

CITY CLERK MAYOR

APPROVED AS TO FORM:

_____

Chandler City Attorney GAB

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4987 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 11th day of August, 2016, and that a quorum was present thereat.

_____
CITY CLERK

When recorded, return to:
Chandler City Attorney's Office
City of Chandler
Post Office Box 4008, Mail Stop 602
Attn: Glenn Brockman

DEVELOPMENT AGREEMENT

CITY OF CHANDLER,
an Arizona municipal corporation

and

CAZ 5 LLC and CAZ 7 LLC

Approved by City Council
August 11, 2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the, or this, "**Agreement**") is made by and between the CITY OF CHANDLER, an Arizona municipal corporation (the "**City**") and CAZ 5 LLC, an Arizona limited liability company, and CAZ 7 LLC, an Arizona limited liability company (collectively hereinafter referred to "**Developer**"). The City and Developer shall be referred to in this Agreement, collectively as "**Parties**," and individually as a "**Party**."

SECTION 1. EFFECTIVE DATE & TERM.

1.1 Effective Date. This Agreement shall be effective as of the date that it is executed by the representative of the last Party to sign it and the recordation in the Official Records of Maricopa County, Arizona, in accordance with the requirement of A.R.S. § 9-500.05.

1.2 Term. The term of this Agreement ("**Term**") shall be the later of (i) twenty-five (25) years from the Effective Date or (iii) as otherwise set forth in this Agreement.

SECTION 2. RECITALS.

A. Developer owns approximately 68.5 gross acres at the southwest corner and southeast corner of Willis Road and Price Road.

B. In 2014, Developer zoned and planned the real property at the southwest corner of Willis Road and Price Road under City Planning Case number DVR-13-0032 under Ordinance 4541.

C. Under City Planning Case number DVR-15-0037, Developer has submitted a request for amendment to the Planned Area Development (PAD) and Preliminary Development Plan (PDP) for the real property on the southwest corner of Willis Road and Price Road in addition to rezoning and planning the real property on the southeast corner of Willis and Price roads.

D. DVR 15-0037 incorporates the zoning for both real property parcels on the southwest corner and southeast corner of Willis and Price Roads as as an integrated campus environment.

E. The City is willing to approve the requested PAD and PDP under the terms and conditions set forth herein, in Ordinance 4704 and in the ALLRED PARK PLACE Development Booklet dated July 20, 2016, (hereinafter **"ALLRED PARK PLACE Development Booklet"**).

F. This Agreement is intended to set forth certain obligations of the Parties with respect to the contemplated development of the Property, as permitted by Arizona law. The Parties intend for this Agreement to be a "**Development Agreement**" within the meaning of A.R.S. § 9-500.05.

G. The City has determined that the proposed development of the Property is in accordance with this Agreement is consistent with the City's General Plan (as adopted by, and attached to, City Resolution 4195).

AGREEMENT

IN CONSIDERATION of the foregoing recitals and representations and the mutual covenants and conditions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 3. DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

3.1 **"Agreement"** means this Agreement, as amended or supplemented in writing from time to time, and includes all exhibits and schedules attached hereto. References to Sections or Exhibits are to this Agreement unless otherwise qualified.

3.2 **"City"** means the City of Chandler, an Arizona municipal corporation (and any successor public body or officer hereafter designated by or pursuant to law).

3.3 **"City Code"** or "**Code"** means the Chandler City Code and regulations of the City.

3.4 **"Default"** means as defined in Section 5.1.

3.5 **"Developer"** means the CAZ 5 LLC, an Arizona limited liability company, and CAZ 7 LLC, an Arizona limited liability duly authorized to transact business in Arizona (and any successor or assignee who owns the Property).

3.6 **"Force Majeure Events"** means any one or more of the following which prohibits or materially interferes with, delays or alters the performance of the applicable duty under this Agreement: strikes or lockouts; shortages of material (excluding those caused by lack of funds) or labor; acts of the public enemy; confiscation or seizure by any government or public authority; injunction, restraining order or other court order or decree, blockades; insurrections; riots; civil disturbances; epidemics; acts of nature; fires; explosions; nuclear reaction or radiation; radioactive contamination; any other similar cause (excluding those caused by lack of funds); and any other event not within the reasonable control of the applicable Party.

3.7 **"Person"** means and includes natural persons and all other legal formed entities, including but not limited to, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations.

3.8 **"Planned Area Development"** or **"PAD"** means as described in City Code, Chapter 35, Article XVII and as referenced in Sections 2.C and 2.E of this Agreement.

3.9 **"Property"** shall mean the real property described in the legal descriptions set forth in Exhibit A-1 and depicted in Exhibit A-2.

SECTION 4. DEVELOPMENT OF THE PROPERTY.

4.1 In accordance with Chandler City Code Section 35-1705, this Agreement supplements approval of DVR 15-0037 for the Property, such that the Developer may submit directly to the City Council to determine the PDP conformity for a modification to a specific building request, in accordance with the process outlined in Subsection 4.1C, as enumerated under two PDP conditions:

A. to authorize a "build to suit" building(s) on the east side of Price Road before the Developer builds at least one building on the west side of Price Road; and

B. to authorize a building on the east side of Price Road shorter than the minimum height of 45 feet and three stories as detailed in the PDP conditions. As referenced in the PDP Stipulations, the building height requirement for a minimum 45 feet and 3 stories shall not preclude innovative interior designs for open lobby/building elements or back portions of a building less than 3-stories and 45 feet to accommodate specific tenant requirements (such as product assembly, research and development).

C. Process to review PDP conformity: The Developer's request shall be placed on the Council agenda with sufficient information to determine conformity with the PDP. The information will be submitted to staff for review and recommendation prior to review by Council. The request will be expeditiously reviewed and placed on the Council agenda for consideration within approximately 30-days of the applicant filing the aforementioned information for such request.

4.2 Developer shall record a valid deed restriction on that portion of the Property designated in Phase 1 of the PAD as a Conference Center Hotel restricting its use to a Conference Center Hotel as detailed in the PAD and PDP. Said deed restriction will be to the benefit of the City and created in a form agreed upon by the Chandler City Attorney for such purpose. Within nine months from the approval of the PAD and PDP, the Developer shall produce a legal description of the portion of Phase 1 for the Conference Center Hotel and the form for creating the deed restriction on its use.

4.3 Additionally, the Developer warrants certain building design minimums that will be in substantial conformance with the architectural and site plan exhibits contained in the approved ALLRED PARK PLACE Development Booklet.

SECTION 5. DEFAULTS.

5.1 Events of Default. It shall be a default hereunder if either Party fails to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days after written notice from the non-defaulting Party specifying in reasonable detail the nature of the failure; provided that if the nature of the default is such that it cannot reasonably be cured within a thirty-day period, no default shall be deemed to exist if the defaulting Party commences a cure within that thirty-day period and diligently and expeditiously pursues such cure to completion within forty-five (45) days after notification by the non-defaulting Party.

5.2 Remedy of Parties. In the event of a non-monetary default, the non-defaulting Party's sole and exclusive remedy shall be to terminate this Agreement or seek specific performance without the requirement of posting a bond.

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

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

5.5 Waiver of Claims for Damages. The Parties hereby waive any right to seek actual, consequential, punitive, multiple, exemplary or any other damages for a breach of this Agreement by the defaulting Party.

SECTION 6. REPRESENTATIONS.

6.1 City Representations. The City represents and warrants to Developer that:

A. The City is duly formed and validly existing under Arizona law and that the individual(s) executing this Agreement on behalf of the City is authorized and empowered to bind the City.

B. The City has the full right, power and authorization to enter into and perform this Agreement and each of the City's obligations and undertakings under this Agreement, and the City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of its Charter and Arizona law.

C. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance; provided, however, the Parties hereby acknowledge and agree that pursuant to City Charter, additional documents may require approval from Chandler City Council.

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

6.2 Developer Representations. Developer represents and warrants to the City that:

A. Developer is duly formed and validly existing under Arizona law and that the individual(s) executing this Agreement on behalf of the Developer is authorized and empowered to bind Developer.

B. Developer has the full right, power and authorization to enter into and perform this Agreement and the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement has been duly authorized and agreed to in compliance with Developer's organizational documents and Arizona law.

C. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

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

SECTION 7. GENERAL PROVISIONS.

7.1 Force Majeure. If either Party is delayed or prevented from the performance of any duty or obligation under this Agreement by reason of a Force Majeure Event, then the performance of such duty or obligation shall be excused for the period of the delay, and the period for the performance by such Party of any such duty or obligation shall be extended for a period equivalent to the period of such delay. The Party subject to any Force Majeure Event shall provide Notice to the other Party as soon as reasonably practicable.

7.2 Notices. Except as otherwise required by law, any notice, demand or other communication required to be given by this Agreement (each, a "**Notice**") shall be in writing and shall be given by (i) personal delivery; (ii) by certified or registered U.S. Mail, return receipt requested; or (iii) or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid and addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph:

To Developer:
CAZ 5 LLC and CAZ 7 LLC
Attention: Douglas Allred Company
11452 El Camino Real
Suite 200
San Diego, CA 92069
Phone: (1)-858-793-0202
Attention: David Allred

With a copy to:
Stephen C. Earl
Earl, Curley and Lagarde, P.C.
3101 N. Central Avenue, Suite 1000
Phoenix, AZ 85012

To the City:
City of Chandler
Office of the City Clerk
P. O. Box 4008, MS 606
Chandler, AZ85244-4008
Attention: Chandler City Clerk

With a copy to: City of Chandler
City Attorney's Office
P. O. Box 4008, MS 602
Chandler, AZ84244-4008
Attention: Chandler City Attorney

7.3 Effective Date of Notices. All such notices, demands or other communications will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee; and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer; and (iii) if sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee. The Parties hereby acknowledge and agree that any Notice transmitted solely by facsimile or by electronic mail shall be deemed ineffective.

7.4 Waiver of Right to Trial by Jury. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each Party waives any right to a trial by jury. In the event of litigation, the Parties agree to submit to a trial before the court.

7.5 Reimbursement of Costs to Enforce Agreement. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory, injunctive or other equitable relief, the prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

7.6 Recordation. The City will cause this Agreement to be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after execution of the Agreement by the Parties.

7.7 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Arizona, without reference to the principles of conflict of laws.

7.8 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the City from undertaking any contractual commitment to perform under any provision of this Agreement, the remaining portions of this Agreement shall remain in full force and effect, and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

7.9 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by the City and Developer. Within ten (10) days after any amendment to this Agreement, the City will cause such amendment to be recorded in the Official Records of Maricopa County, Arizona, and shall thereafter promptly provide a recorded copy of such amendment to Developer.

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

7.11 Calculation of Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

7.12 Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement. References to sections or exhibits are to Sections or Exhibits of this Agreement unless otherwise qualified.

7.13 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except for permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Developer under this Agreement.

7.14 Recitals, Exhibits. The Recitals set forth in Section 2 of this Agreement are incorporated herein by reference and form a part of this Agreement. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes. Parties acknowledge, however, that the Maricopa County Recorder refuses to record graphical exhibits; and accordingly some of the incorporated exhibits may not be contained in the recorded copy of this Agreement, but are deemed attached and incorporated herein nonetheless. Exhibits that are not included in the recorded copy of this Agreement are attached to the copy of this Agreement in the office of the City Clerk.

7.15 Entire Agreement. This Agreement and all exhibits thereto attached and incorporated constitute the entire agreement between the Parties pertaining to the subject matter hereof and compliance with all terms and conditions of the Agreement is important consideration for the Parties entry into the Agreement. All prior and contemporaneous agreements,

representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

7.16 Additional Provisions. Developer agrees to and does knowingly waive any and all rights to compensation for diminution in value pursuant to A.R.S. § 12-1134 that may now or in the future exist as a result of the approval or performance of, and all conditions, terms and agreements contained in this Agreement.

7.17 Conflict of Interest. This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

7.18 Time of Essence. Time is of the essence of this Agreement and each provision of this Agreement.

7.19 Agreement Runs with the Land. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. §9-500.05(D), provided, however, the Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof. Upon Developer's transfer of the Property or any portion thereof, the transferee(s) shall automatically become the Developer(s) hereunder and subject to the rights and obligations hereunder.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor, and Developer has signed the same, on or as of the day and year first above written.

CITY:

CITY OF CHANDLER,
an Arizona municipal corporation

By:_____
Mayor Jay Tibshraeny

Date:_____, 2016

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney GAB

STATE OF ARIZONA)
) ss.
County of Maricopa)

City of Chandler Acknowledgement

The foregoing Agreement was acknowledged before me this ____ day of _____, 2016, by Jay Tibshraeny, Mayor of City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

My Commission Expires:

DEVELOPER:

CAZ 5 LLC, an Arizona limited liability company

By: Douglas Allred Company, a California corporation,
Its Manager

By:_____
David Allred
President

CAZ 7 LLC, an Arizona limited liability company

By: Douglas Allred Company, a California corporation,
Its Manager

By: _____
David Allred
President

STATE OF _____)
) ss.
County of _____)

CAZ 5 LLC
ACKNOWLEDGEMENT

The foregoing Agreement was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of limited liability company, a _____limited liability company, on behalf of the limited liability company.

_____
Notary Public

My Commission Expires:

STATE OF _____)
) ss.
County of _____)

CAZ 7 LLC
ACKNOWLEDGEMENT

The foregoing Agreement was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of limited liability company, a _____limited liability company, on behalf of the limited liability company.

_____
Notary Public

My Commission Expires:

Ordinance No. 4704
Attachment 'A'

ALLRED PARK PLACE EAST
LEGAL DESCRIPTION

That portion of G.L.O. Lot 6, of the Northwest quarter of the Southwest quarter and the Northeast quarter of the Southwest quarter of Section 6, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Maricopa County Department of Transportation Brass Cap marking the West quarter corner of said Section 6 from which a nail in the pavement marking the center of said Section 6 bears North 89 degrees 05 minutes 35 seconds East 2650.87 feet;

THENCE North 89 degrees 05 minutes 35 seconds East 760.27 feet to the Easterly right of way line of Price Road as recorded in instrument no.
84-322813, records of Maricopa County, Arizona, and the POINT OF BEGINNING;
THENCE continuing North 89 degrees 05 minutes 35 seconds East 1480.58 feet;
THENCE South 00 degrees 11 minutes 59 seconds East 1160.00 feet;
THENCE North 89 degrees 05 minutes 41 seconds East 375.00 feet to the West line of the East 35.00 feet of the Southwest quarter of said Section 6;
THENCE North 00 degrees 11 minutes 59 seconds West 1160.00 feet along said West line to the North line of said Southwest quarter;
THENCE North 89 degrees 05 minutes 35 seconds East 35.02 feet to the Center of said Section 6;
THENCE South 00 degrees 11 minutes 59 seconds East 1333.35 feet along the East line of said Southwest quarter to the Southeast corner of the Northeast quarter of said Southwest quarter;
THENCE South 88 degrees 56 minutes 24 seconds West 1347.61 along the South line of the Northeast quarter of the Southwest quarter of said Section 6 and the South line of said G.L.O. Lot 6 to the Easterly right of way line of said Price Road and the beginning of a non-tangent curve the center of which bears South 87 degrees 05 minutes 52 seconds West 1049.55 feet;
THENCE Northerly along said right of way line and the arc of said curve through a central angle of 33 degrees 10 minutes 28 seconds an arc length of 607.69 feet;
THENCE North 36 degrees 04 minutes 36 seconds West 301.73 feet along said right of way line to the beginning of a tangent curve to the right having a radius of 886.43 feet;
THENCE Northerly along said right of way line and the arc of said curve through a central angle of 35 degrees 55 minutes 15 seconds an arc length of 555.74 feet to the POINT OF BEGINNING.

Comprising 39.690 acres or 1,728,915 square feet more or less, subject to all easements of record.

Ordinance No. 4704
Attachment 'A'

ALLRED PARK PLACE WEST
LEGAL DESCRIPTION

That portion of G.L.O. Lot 6, of the Northwest quarter of the Southwest quarter and the Northeast quarter of the Southwest quarter of Section 6, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Maricopa County Department of Transportation Brass Cap marking the West quarter corner of said Section 6 from which a nail in the pavement marking the center of said Section 6 bears North 89 degrees 05 minutes 35 seconds East 2650.87 feet;

THENCE North 89 degrees 05 minutes 35 seconds East 680.27 feet to the Westerly right of way line of Price Road as recorded in instrument no. 84-322813, records of Maricopa County, Arizona, and the beginning of a non-tangent curve the center of which bears North 89 degrees 46 minutes 55 seconds East 966.43 feet;
THENCE Southerly along said right of way line and the arc of said curve through a central angle of 35 degrees 53 minutes 19 seconds an arc length of 580.29 feet;
THENCE South 36 degrees 04 minutes 36 seconds East 301.73 feet along said right of way line to the beginning of a tangent curve to the right having a radius of 969.55 feet;
THENCE Southerly along said right of way line and the arc of said curve through a central angle of 33 degrees 01 minute 21 seconds an arc length of 558.80 feet to the South line of said G.L.O. Lot 6;
THENCE South 88 degrees 56 minutes 24 seconds West 1223.32 feet along said South line to the West line of said Section 6;
THENCE North 00 degrees 11 minutes 53 seconds West 1340.44 feet along said West line to the POINT OF BEGINNING.

Comprising 28.984 acres or 1,262,564 square feet more or less, subject to all easements of record.