

WHEN RECORDED RETURN TO:

City of Glendale
Attn: City Manager
5850 W. Glendale Ave
Glendale, AZ 85301

DEVELOPMENT AGREEMENT

CITY OF GLENDALE, ARIZONA,

an Arizona municipal corporation

AND

GV ECHO OWNER, LLC,

a Delaware limited liability company

_____, 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made as of the ___ day of _____, 2022, by and between the **CITY OF GLENDALE, ARIZONA**, an Arizona municipal corporation (the “City”), and **GV ECHO OWNER LLC**, a Delaware limited liability company (“Developer”). The City and Developer are sometimes referred to herein collectively as the “Parties,” or individually as a “Party”.

RECITALS

A. Developer owns that certain unimproved real property located at the northeast corner of Hatcher Road and 151st Avenue within the Woolf Logistic Center in the City, such real property consisting of 38.642 gross acres, the legal description of which is attached as **Exhibit A** hereto and made a part hereof (the “Property”). It is the intention of Developer to develop the Property for an industrial use.

B. The Property is currently zoned PAD (“Zoning”) pursuant to Zoning Case No. ZON17-12. The Parties intend that the uses contemplated by this Agreement are consistent with the City’s current General Plan (the “General Plan”)

C. The City also acknowledges the Developer’s rights to develop the Property in accordance with the approved Planned Area Development (Case No. ZON17-12), which has been approved by the City (the “P.A.D.”), principally as an industrial park.

D. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05.

E. The Parties also understand and acknowledge that this Agreement is authorized by and entered into accordance with the terms of A.R.S. § 9-500.11. The actions taken by the City pursuant to this Agreement are for economic development activities as that term is used in A.R.S. § 9-500.11, will assist in the creation and retention of jobs, and will in numerous other ways improve and enhance the economic welfare of the residents of the City.

AGREEMENTS

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

1. **Definitions.** Unless defined elsewhere in this Agreement the following terms should have the following meanings:

(a) “Affiliate”, as applied to any person, means any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition, (i) “control” (including with correlative meaning, the terms “controlling,” “controlled by” and “under common control”), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction

of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise, and (ii) “person” means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

(b) “**Agreement**” means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth in Paragraphs A through D inclusive, are incorporated herein by reference and form a part of this Agreement, but are not intended to expand the scope, number or nature of Developer’s obligations beyond those expressly set forth in the numbered sections of this Agreement.

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

(d) “**City Code**” means the Municipal Code of the City of Glendale, Arizona, as amended from time to time.

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

(f) “**Default**” or “**Event of Default**” means one or more of the events described in Sections 8.1 and 8.2; provided, however, that such events shall not give rise to any remedy until effect has been given to all grace periods, cure periods, and/or periods of Enforced Delay provided for in this Agreement.

(g) “**Developer**” means the Party designated as Developer on the first page of this Agreement, and its successors and assigns that conform with the requirements of this Agreement.

(h) “**Effective Date**” means the date on which all of the following has occurred: this Agreement has been adopted and approved by the City Council, executed by duly authorized representatives of the City and Developer, and recorded in the office of the Recorder of Maricopa County, Arizona.

(i) “**Site Plan**” means the site plan submitted by Developer for development of the Property a copy of which is attached hereto and made a part hereof as **Exhibit B**.

(j) “**Term**” means the period commencing on the Effective Date and terminating on the date on which the Parties have performed all of their obligations hereunder.

(k) “**Third Party**” means any person other than a Party, or an Affiliate of any Party.

2. **Scope and Regulation of Development.**

2.1 Design Review Package. Developer has submitted, and City has provided Conditional Approval of its Design Review Package in the form attached hereto as **Exhibit C** and made a part hereof (“**Design Review Package**”). The City and Developer acknowledge that amendments to the Design Review Package may be necessary from time to time to reflect changes in market conditions and/or to satisfy new requirements of one or more users of any part of the Property, and the Parties shall cooperate in good faith to agree upon any such amendments to the Design Review Package. Any disputes between the City and Developer concerning the implementation of the Design Review Package or amendments thereto shall be resolved pursuant to Section 8.

2.2 Submission of Plans by Developer. Development of the Property shall be in accordance with the Design Review Package, the construction documents (“**Construction Documents**”) and plans prepared and submitted to the City by Developer (as the same may be amended from time-to-time) including the Site Plan (collectively, the “**Plans**”), which Plans shall comply with the General Plan and the Zoning, and shall set forth the basic land uses, densities and intensities for development of the Property as such may be amended from time to time in accordance with Section 2.5 below.

2.3 Approval Process. Subject to Section 2.2 and to Applicable Laws, the Parties will cooperate reasonably and use reasonable best efforts to process the Design Review Package, the Construction Documents, plans, specifications, plats or other development approvals and permits requested by Developer or City in connection with development of the Property including, but not limited to, Site Plan (collectively the “**Approved Plans**”) and grant variances, if necessary. Developer shall pay all City fees related to the design and construction of or the issuance of a certificate of occupancy for the Project, including, permits, reviews, inspections, code modifications/formal interpretations, record retention, planning, barricade, and other fees listed in the City of Glendale Community Development Fee Schedule, including development impact fees, including the streets in-lieu fee (collectively, “**Fees**”). Notwithstanding the foregoing, the City expressly agrees to waive and not to charge Developer any “expedited” (for those items listed with expedited review Building Safety Planning Review Schedule) plan review fees currently in effect, or which may be adopted from time to time for processing any Submission Review. The City further agrees to allow the proposed parking count requirement as set forth on the Site Plan and in the Design Review Package, in lieu of City’s parking requirement.

2.4 Cooperation in the Implementation of the Approved Plans. The Parties shall use reasonable best efforts to resolve any City comments regarding the approval and implementation of the Approved Plans. If the Parties reach an impasse regarding development approval, the dispute shall be resolved as provided in Section 8.

2.5 Amendments. The Parties acknowledge that amendments to the Approved Plans may be necessary from time to time to reflect changes in market conditions and/or to meet the new requirements of one or more of the potential users of any part of the Property. If and when the Parties find that changes or adjustments are necessary or appropriate, they shall, effectuate minor changes or adjustments through administrative amendments approved by the City and Developer, unless otherwise required by Applicable Laws as described in Section 2.6 of this Agreement, and thereafter attach same to the Approved Plans as an addendum and such addendum shall become part thereof, and which may be further changed and amended from time

to time as necessary, with the approval of the City and Developer. Unless otherwise required by law, no such minor amendment shall require notice or hearing. All major changes or amendments, as defined in the City Code (including the P.A.D.), shall be subject to review and approval by the City Council.

2.6 Development Regulation.

(a) Applicable Laws. For the purposes of this Agreement, the term “**Applicable Laws**” means the federal, state, county, published administrative policies, and local laws (statutory and common law) ordinances, rules, regulations, permit requirements, and other requirements and official policies of the City which apply to the development of the Property. The Parties acknowledge and agree that the anticipated development of the Property, if any, will likely occur over a period of years. Until the fifth (5th) anniversary of the effective date of this Agreement (“**Restricted Period**”), no City moratorium (as the term is defined in A.R.S. § 9-463.06), or future ordinance, resolution or other land use rule or regulation imposing a limitation to the rate, timing or sequencing of the development of the Property and affecting the Property or any portion thereof shall apply to or govern the development of the Property, whether such ordinance, rule or regulation affects subdivision plats, building permits, occupancy permits, or other entitlements to use the Property issued or granted by the City, it being further agreed that during the Restricted Period:

(1) The development of the Property will be subject to the 2018 International Building Code as adopted by the City at the time of construction plan submittal, with such modifications, amendments and updates as may be adopted by the City., and

(2) The building permit fees paid at the time of permit issuance for the development of the Property shall be according to the same schedule as those charged at the time of permit issuance.

(b) Permissible Exceptions. Notwithstanding the provisions of this Section 2, the City may, at any time, and from time-to-time, enact the following Applicable Laws, and take the following actions, which shall be applicable to and binding on the development of the Property:

(1) Future land use ordinances, rules, regulations, permit requirements, and other requirements and official policies of the City which are consistent with the express provisions of this Agreement, and not contrary to any existing land use regulations in effect at the date hereof; provided that such future land use ordinances, rules, regulations, permit requirements and other requirements and official policies shall not impair Developer’s ability to develop the Property as contemplated in this Agreement;

(2) Other future land use ordinances, rules, regulations, permit requirements, and other requirements and official policies of the City to which Developer agrees to in writing as applicable to the development of the Property;

(3) Future land use, safety and construction ordinances, rules, regulations, permit requirements and other requirements, and official policies of the City enacted as necessary to comply with mandatory requirements imposed on the City by county, state or federal laws and regulations, court decisions, and other similar superior external authorities beyond the control of the City;

(4) Future updates of, and future amendments to, existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, and similar construction and safety related codes, such as the 2018 International Building Code, which updates and amendments are generated by a nationally recognized construction/safety organization, such as the International Code Council, or by the county, state or federal governments; and

(5) Amendments to such construction and safety codes generated by the City for the purposes of conforming such codes to the conditions generally existing in the City.

(c) Exceptions to Setback Requirements. Notwithstanding the provisions of any of the other Sections contained herein, the City shall allow a reduction of its set back requirements along the north end of the Property, as identified in the Conditionally Approved Design Review in order to allow the Developer to develop the Property in accordance with the Plans.

(d) “At-Risk” Permits. The City acknowledges that Developer may request, and City shall grant, “At Risk” excavation and grading permits within ten (10) days of submission to the City of the following: (i) the excavation and grading permit application, (ii) excavation and grading application fees, (iii) grading plans, drainage plans, stormwater pollution plans and all documents related to the excavation and grading that satisfy Applicable Laws, and (iv) the Site Plan has been approved by the City.

3. Public Improvements.

3.1 Hatcher Road Dedication. The Developer will dedicate and grant approximately forty three thousand fifty eight square feet (43,058/sq.ft) of the Property to the City solely and singularly for the construction, maintenance, replacement, repair and operation of the right-of-way of Hatcher Road, east of the 151st Avenue intersection as set forth in **Exhibit D** (the “**Hatcher Road Dedication**”). The City shall provide Developer with certified survey of the Hatcher Road Dedication. Developer shall make the Hatcher Road Dedication without the payment or receipt of any additional monetary consideration by or to the City. The Developer shall make the Hatcher Road Dedication to the City via special warranty deed upon City’s approval of the Approved Plans.

In order to insure the City that the Developer will make the Hatcher Road Dedication at such time as the above referenced conditions have been satisfied, the Developer will deposit an executed and notarized special warranty deed in escrow (with an escrow agent satisfactory to the

Parties) within fourteen (14) days of the Effective Date, to be released and delivered to the City at such time as the above referenced conditions have been satisfied.

3.2 Construction of the Hatcher Road Extension.

(a) The City, at no cost and expense to Developer, shall be responsible for all design, construction, maintenance, replacement, repair and operation of the public infrastructure improvements to the Hatcher Road Extension, and shall provide Developer with two (2) full access points to and from the Property along the Hatcher Road Extension as shown on **Exhibit B** hereto for ingress and egress to and from the Property for vehicular traffic.

(b) Prior to the commencement of construction of the Hatcher Road Extension, the City shall provide Developer with the City approved plans, specifications and timeline for construction of the Hatcher Road Extension (the “**Hatcher Road Extension Plans**”), for Developer’s review and comment and shall be done within fifteen (15) Business Days of Developer’s receipt of the proposed Hatcher Road Extension Plans. Developer’s failure to timely respond shall be deemed an acceptance with no comments of the Hatcher Road Extension Plans.

(c) Subject to Section 7.6 of this Agreement, the City shall use commercially reasonable efforts to cause the start of construction of the Hatcher Road Extension to be no later than twelve months (12) months after the Effective Date (the “**Commencement Date**”). If the City has not started construction of the Hatcher Road Extension within twelve (12) months of the Effective Date or has not completed the Hatcher Road Extension by twelve (12) months of the start of construction, then within thirty (30) days after a written request is made by the Developer to the City to commence or complete the Hatcher Road Extension, as applicable, and to the extent that Developer is able to complete the construction of the entire extension of Hatcher Road Extension (both on and off of the Property, the Developer shall have the right and option, but not the obligation, to undertake and/or complete the work necessary to commence or complete, as applicable, the entire extension of Hatcher Road, including the Hatcher Road Extension, in accordance with the Approved Plans and Applicable Laws. In the event the Developer performs or undertakes the commencement and/or completion of the Hatcher Road Extension the City shall reimburse the Developer for the costs after completion of the Hatcher Road Extension and acceptance by the City (which shall include a warranty for workmanship for a period no less than two (2) Years). Invoices not paid within thirty (30) days of the City’s acceptance of the roadway improvement shall bear interest from the due date at a rate equal to five percent (5%) in excess of the corporate base rate announced from time to time by the Wall Street Journal - changing as and when such rate changes. The Developer may bring an action at law against the City to collect any such unpaid invoices. All interest, costs, and reasonable attorneys’ fees and disbursements pertaining to collection of unpaid invoices shall be added to the amount due to the Developer.

3.3 Access. Once Developer has commenced physical construction at the Property (which is defined as the commencement of excavation and grading at the Property) “Access” shall not include any entrance on to the Property for the construction of the Hatcher Road Extension unless expressly authorized by Developer via a temporary construction easement, which shall not be unreasonably withheld.

3.4 Public Access. Developer will grant to the City emergency vehicle access and use easements over and through the main entrance (the South access point along 151st Avenue) to the Property and other private roadways as may exist from time to time within the Property.

3.5 151st Avenue. The City hereby requires the construction of only one right turn deceleration lane of a minimum of 150' feet in length plus 100' feet taper for a total of 250 feet on 151st Avenue in advance of the truck access point shown on **Exhibit B**. Developer shall also be entitled to a right-in, right-out access point to and from the Property on to and from 151st Avenue adjacent to the north property line.

3.6 No Additional Dedications or Conditions. Except as contemplated in this Section 3.6, the City shall not require the Developer to dedicate any other portion of the Property to the City for any other purpose, including, without limitation, Bullard Avenue and Mountain View Road for use as a right-of-way, as a condition of approval of the Design Review Package or Construction Documents. The City shall not impose any additional or different conditions or make any additional changes to the existing P.A.D., as to pertains to the Property, without the express written consent of the Developer. However, in the event that Developer seeks any amendment to the Design Review Package, Construction Documents or Approved Plans that may cause any significant impact to the city's transportation network and are not otherwise agreed to in this Agreement, the Parties will work in good faith to address the significant impacts which may include dedications and conditions to minimize the impacts of the Developer's proposed amendments.

3.7 Traffic Signals and Streetlights. All of the streetlights and traffic signals required to be installed on the Hatcher Road Extension shall be installed by the City and/or a third party at its own cost and expense.

3.8 151st Street Access. Notwithstanding any provisions of this Agreement to the contrary, any time after the special warranty deed to the Hatcher Road Extension has been deposited in escrow as set forth in Section 3.1 above, the City will not delay or deny the review and processing of Construction Documents and/or Plans, or the issuance of a building or occupancy permit as a result of the construction of the Hatcher Road Extension not being completed.

3.9 Temporary Construction Easement. Developer will provide to the City or any third-party contractor a Temporary Construction Easement for the construction of the Hatcher Road Extension in substantially the form attached hereto as **Exhibit E**.

4. **Indemnity; Risk of Loss**

4.1 Indemnity by Developer. Developer shall pay, defend, indemnify and hold harmless the City, and its City Council members, officers and employees from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorneys' fees, experts' fees and court costs associated) which arise from or relate in any way to any act or omission by Developer, or its employees, contractors, subcontractors, agents or representatives, undertaken in fulfillment of Developer's obligations under this Agreement. The provisions of this Section 4.1, however, shall not apply to

loss or damage or claims therefore which are attributable to acts or omissions of the City, its agents, employees, contractors, subcontractors or representatives. Developer shall have no defense obligation in any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of the City, its employees, contractors, subcontractors, agents or representatives. The foregoing indemnity obligations of Developer shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

4.2 Indemnity by the City. The City shall pay, defend, indemnify and hold harmless Developer and its Affiliates and their respective partners, shareholders, officers, managers, members, agents and representatives (and their respective partners, shareholders, officers, managers, members, agents or representatives) from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities and suits (including attorneys' and experts' fees and court costs associated) which arise from or which relate in any way to any act or omission on the part of the City, its employees, contractors, subcontractors, agents or representatives, undertaken in fulfillment of the City's obligations under this Agreement. The provisions of this Section 4.2, however, shall not apply to loss or damage or claims therefore which are attributable to acts or omissions of Developer and/or its Affiliates, or the respective agents, employees, contractors, subcontractors or representatives. The City shall have no defense obligation in any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of Developer, its employees, contractors, subcontractors, agents or representatives. The foregoing indemnity obligations of the City shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

5. **City Representations.**

The City represents and warrants to Developer that:

(a) The City has the full right, power and authorization to enter into and perform this Agreement and each of 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 the City Code. 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. The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

(b) The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed in writing to Developer.

(c) This Agreement (and each undertaking of the City contained herein), constitutes a valid, binding and enforceable obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The City will defend the validity and enforceability of this

Agreement in the event of any proceeding or litigation arising from its terms that names the City as a party or which challenges the authority of the City to enter into or perform any of its obligations hereunder and will cooperate with Developer in connection with any other action by a Third Party in which Developer is a party and the benefits of this Agreement to Developer are challenged. The severability and reformation provisions of Section 10.3 shall apply in the event of any successful challenge to this Agreement.

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

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

6. **Developer Representations.**

Developer represents and warrants to the City that:

(a) Developer has the full right, power and authorization to enter into and perform this Agreement and of the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement by Developer has been duly authorized and agreed to in compliance with the organizational documents of Developer.

(b) 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.

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

(d) As of the date of this Agreement, Developer knows of no litigation, proceeding or investigation pending or threatened against or affecting Developer, which could have a material adverse effect on Developer's performance under this Agreement that has not been disclosed in writing to the City.

(e) This Agreement (and each undertaking of Developer contained herein) constitutes a valid, binding and enforceable obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Developer will defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names Developer as a party or which challenges the authority of Developer to enter into or perform any of its obligations hereunder and will cooperate with the City in connection with any other action by a Third Party in which the City is a party and the benefits of this Agreement to the City are challenged. The severability and reformation provisions of Section 10.3 shall apply in the event of any successful challenge to this Agreement.

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

(g) Developer has not paid or given, and will not pay or give, any Third Party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

(h) Developer has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

7. **Events of Default; Remedies.**

7.1 Events of Default by Developer. Default or an Event of Default by Developer under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by Developer was materially inaccurate when made or shall prove to be materially inaccurate during the Term;

(b) Developer transfers or attempts to transfer or assign this Agreement in violation of Section 9.2; or

(c) Developer fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement.

7.2 Events of Default by the City. Default or an Event of Default by the City under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by the City was materially inaccurate when made or shall prove to be materially inaccurate during the Term.

(b) The City fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement.

7.3 Grace Periods; Notice and Cure. Upon the occurrence of an Event of Default by any Party, such Party shall, upon written notice from a non-defaulting Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days after receipt of such notice, or, if such Default is of a nature that is not capable of being cured within thirty (30) days shall be commenced within such period and diligently pursued to completion.

7.4 Remedies on Default. Whenever any Event of Default occurs and is not cured (or cure undertaken) in accordance with Section 7.3 of this Agreement, the non-defaulting Party may take any of one or more of the following actions:

(a) Remedies of the City. The City’s exclusive remedies for an Event of Default by Developer shall consist of, and shall be limited to the following:

(1) The City may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring Developer to undertake and to fully and timely perform its obligations under this Agreement.

(2) At any time, the City may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring Developer to undertake and to fully and timely address a public safety concern or to enjoin any construction or activity undertaken by Developer which is not in accordance with the terms of this Agreement.

(b) Remedies of Developer. Developer’s exclusive remedies for an Event of Default by the City shall consist of and shall be limited to the following:

(1) Developer may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring the City to undertake and to fully and timely perform its obligations under this Agreement.

(2) Developer may pursue its rights and remedies set forth in Section 3.2 and the indemnification provisions set forth in Section 4.2 of this Agreement, each to the extent applicable,.

7.5 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.

7.6 Enforced Delay in Performance for Causes Beyond Control of Party. Whether stated or not, all periods of time in this Agreement are subject to this Section and the grace and cure periods in Sections 7.3. Neither Party shall be considered in Default of its obligations under this Agreement in the event of enforced delay (an “**Enforced Delay**”) due to (1) causes beyond its control and without its fault, negligence or failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the Federal, state or local government, acts of the other Party, acts of a Third Party, litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, pandemics, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, declaration of national emergency or national alert, Office of Homeland Security (or equivalent) Advisory alert higher than grade “yellow,” blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public,

quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Property (whether permanent or temporary) by any public, quasi-public or private entity; (2) the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body other than the City or the Council or one of its departments, divisions, agencies, commissions or boards (collectively, an “**Order**”) which delays the completion of the work or other obligation of the Party claiming the delay; or the suspension, termination, interruption, denial, or failure of renewal (collectively, a “**Failure**”) of issuance of any permit, license, consent, authorization, or approval necessary to Developer’s undertakings pursuant to this Agreement, unless it is shown that such Order or Failure is the result of the fault, negligence or failure to comply with Applicable Laws by the Party claiming the delay; provided, however, that the contesting in good faith of any such Order or Failure shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay; (3) the denial of an application, failure to issue, or suspension, termination, delay or interruption other than by or from the City or the Council or one of its departments, divisions, agencies, commissions or boards (collectively, a “**Denial**”) in the issuance or renewal of any permit, approval or consent required or necessary in connection with Developer’s undertakings pursuant to this Agreement, if such Denial is not also the result of fault, negligence or failure to comply with Applicable Laws by the Party claiming the delay; provided that the contesting in good faith or the failure in good faith to contest any such Denial shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay; and (4) the failure of any contractor, subcontractor or supplier to furnish services, materials or equipment in connection with Developer’s undertakings pursuant to this Agreement, if such failure is caused by Enforced Delay as defined herein, if and to the extent, and only so long as the Party claiming the delay is not reasonably able, after using its best efforts, to obtain substitute services, materials or equipment of comparable quality and cost. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided that the Party seeking the benefit of the provisions of this Section 7.6 shall, within thirty (30) days after such Party knows of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either Party’s failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such Party.

7.7 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of anyone 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.

8. Cooperation and Alternative Dispute Resolution.

8.1 Representatives. To further the cooperation of the Parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City shall be Jamsheed Mehta, as designated by the City Manager from time to time (the “**City Representative**”) and the initial representative for Developer shall be Chad Firsell, as identified by Developer from time to time (the “**Developer Representative**”). The City’s and

Developer's Representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property.

8.2

Impasse. The Parties acknowledge and agree that it is desirable for the Parties to proceed rapidly with the implementation of this Agreement and the development of the Property. Accordingly, the Parties agree that if at any time either Party believes an impasse has been reached on any issue affecting the Property, including, without limitation, the construction of the Hatcher Road Extension, the requesting party shall have the right to immediately appeal to the other party for an expedited decision pursuant to this Section. If the issue on which an impasse is reached is an issue where a final decision can be reached by the City staff, the City Representative shall give Developer a final administrative decision within seven (7) days after Developer's request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires action by the City Council, the City Representative shall request a City Council hearing on the issue to take place at the next available council meeting (not to exceed three (3) weeks), after Developer's request for an expedited decision; provided, however, that if the issue is appropriate for review by the City's Planning and Zoning Commission, the matter shall be submitted to the Planning and Zoning Commission at the next available Planning and Zoning Commission Meeting (not to exceed three (3) weeks) and then to the City Council at its first meeting following the Planning and Zoning Commission hearing and the applicable public notice period. Both the City and Developer agree to continue to use reasonable good faith efforts to resolve any impasse pending such expedited decision.

8.3 Mediation. If there is a dispute hereunder which is not an Event of Default and which the Parties cannot resolve between themselves in the time frame set forth in Section 8.1, the Parties agree that there shall be a sixty (60) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association but shall not be under the administration of the AAA unless agreed to by the Parties in writing, in which case all administrative fees shall be divided evenly between the City and Developer. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. If the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the City and Developer shall request that the Presiding Judge of the Superior Court in and for the County of Maricopa, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years' experience in mediating or arbitrating disputes relating to commercial property. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding with any Party free to initiate litigation upon the conclusion of the latter of the mediation or of the ninety (90) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238.

9. Miscellaneous Provisions.

9.1 Governing Law; Choice of Forum. This Agreement shall be made under, construed in accordance with, and governed by the internal, substantive laws of the State of

Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona, Maricopa County.. The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 9.1.

9.2 Assignment. The Developer shall not assign all or any part of this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, that no consent shall be required for assignment to an entity under the common control with Developer, or an entity in which Developer (or any entity under common control with Developer) is a managing member or manager. In the event that no consent is required, Developer shall provide written notice to the City of any assignment evidencing the ownership or ownership structure of the assigned entity. It is intended that this Agreement shall be an encumbrance upon the title to the Property, that the terms and conditions of this Agreement are covenants running with the land, and that all permitted successors and assigns of Developer shall be bound by (and entitled to) the burdens and benefits of this Agreement. The City shall, at any time upon ten (10) days' notice by Developer, provide to a prospective purchaser of any portion of the Property an estoppel certificate or other document evidencing that (i) this Agreement is in full force and effect; (ii) that no default by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing default); and (iii) such other matters as such purchaser or developer may reasonably request.

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

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

9.5 Notices.

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

If to the City: City of Glendale
 Attn: City Manager
 5850 W. Glendale Ave.
 Glendale, AZ 85301
 Telephone: (623) 930-2870

With copies to: City of Glendale
 Attn: Michael Bailey, Esq.
 5850 W. Glendale Ave.
 Glendale, AZ 85301
 Telephone: (623) 930-2930

If to Developer: GV Echo Owner, LLC
 Attn: Chad Firsel
 Echo Real Estate Capital Inc.
 200 W. Monroe St., Suite 2050
 Chicago, IL 60606
 Telephone: (312) 269-0220

With a copy to: Beus Gilbert McGroder PLLC
 Attn: Paul E. Gilbert, Esq.
 701 N. 44th St.
 Phoenix, AZ 85008
 Telephone: (480) 429-3000

and

Firsel Ross
Attn: Michael D. Firsel, Esq.
10 Parkway North Blvd., Suite 110
Deerfield, IL 60015
Telephone: (847) 582-9910

(b) Effective Date of Notices. Any notice sent by United States Postal Service certified or registered mail shall be deemed to be effective the earlier of the actual delivery, or three (3) Business Days after deposit in a post office operated by the

United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) Business Day after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt or refusal to accept receipt by the addressee. Any notice sent electronically shall be deemed effective upon confirmation of the successful transmission by the sender's computer. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee. Any Party may designate a different person or entity or change the place to which any notice shall be given as herein provided.

(c) Payments. Payments shall be made and delivered in the same manner as Notices; provided, however, that payments shall be deemed made only upon actual receipt by the intended recipient.

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

9.7 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.

9.8 Attorneys' Fees and Costs. In the event of a dispute under this Agreement which results in litigation, the prevailing Party in any such dispute shall be entitled to reimbursement of its reasonable attorney's fees and court costs, including, but not limited to, its costs of expert witnesses, costs of transcript preparation and other reasonable and necessary direct costs of such dispute.

9.9 Waiver. The Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

9.10 Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement, except for permitted transferees, assignees, or lenders under Section 9.2 to the extent that they assume or succeed to the rights and/or obligations of Developer under this Agreement, and except that the indemnified Parties referred to in the indemnification provisions of Sections 4.1 and 4.2 (or elsewhere in this Agreement) shall be third-party beneficiaries of such indemnification provisions.

9.11 Exhibits. Without limiting the provisions of Section 1 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.

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

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

9.14 Business Days. “Business Day(s)” means Monday through Friday, except for State of Arizona, and federal holidays. 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, 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.

9.15 Inurement. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns. Wherever the term “Party” or the name of any particular Party is used in this Agreement such term shall include any such Party’s permitted successors and assigns.

9.16 Recordation. Within ten (10) days after this Agreement has been approved by the City and executed by the Parties, the City shall cause this Agreement to be recorded in the Official Records of Maricopa County, Arizona. At such time as all obligations of the City and the Developer under this Agreement have been satisfied, at the request of either Party, the Parties agree to execute and record a termination and satisfaction of this Agreement.

9.17 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, such amendment shall be recorded in the Official Records of Maricopa County, Arizona. Upon amendment of this Agreement as established herein, references to “**Agreement**” or “**Development Agreement**” shall mean the Agreement as amended by any subsequent, duly processed minor or major amendment, as described in Section 2.5. The effective date of any duly processed minor or major amendment shall be the date on which the last signatory for the Parties executes the Agreement. If, after the effective date of any amendment(s), the Parties find it necessary to refer to this Agreement in its original, unamended form, they shall refer to it as the “**Original Development Agreement.**” When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

9.18 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement, or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably,

arbitrarily or capriciously, and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

9.19 Survival. All indemnifications contained in Sections 4.1 and 4.2 of this Agreement shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Section.

9.20 Rights of Lenders' Collateral Assignments. The City is aware that Developer may obtain financing or refinancing including construction and permanent financing for acquisition, development operations and/or construction of the real property and/or improvements to be constructed on the Property, in whole or in part, from time to time, by one or more Third Parties (individually a “**Lender**”, and collectively the “**Lenders**”). Accordingly, the City acknowledges that Developer may collaterally assign this Agreement to a Lender as security for such loan without further consent on the part of the City. In the event of an Event of Default by Developer, the City shall provide notice to such Lenders of such Event of Default, at the same time notice is provided to Developer, as previously designated by Developer to receive such notice (the “**Designated Lenders**”) whose names and addresses were provided by written notice to the City in accordance with Section 9.5. The City shall give Developer copies of any such notice provided to such Designated Lenders and, unless Developer notifies the City that the Designated Lenders names or addresses are incorrect (and provides the City with the correct information) within three (3) Business Days after Developer receives its copies of such notice from the City, the City will be deemed to have given such notice to the Designated Lenders even if their names or addresses are incorrect. Developer may provide notices to other Lenders. If a Lender is permitted, under the terms of its subordination, nondisturbance and attornment agreement (“**SNDA**”) with the City to cure the Event of Default and/or to assume Developer’s position with respect to this Agreement, the City agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of Developer under this Agreement. Upon request by a Lender, the City will enter into a separate SNDA with such Lender as may reasonably be requested by Lender, consistent with the provisions of this Section 9.20.

9.21 Estoppel Certificate. At any time upon reasonable request by Developer, the City shall, provide to Developer and/or any Lender within ten (10) days after such request, an estoppel certificate or other document evidencing (i) that this Agreement is in full force and effect; (ii) that no default by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing default); and (iii) such other matters as Lender or Developer may reasonably request. Upon request by a Lender, the City will enter into a separate nondisturbance agreement with such Lender as may reasonably be requested by Lender, consistent with the provisions of this Section 9.21.

9.22 Non-Liability of City Officials, Etc., and of Employees, Managers, Members and Partners, Etc. of Developer. No City Council member, official, representative, agent, attorney or employee of the City shall be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any Default or breach by the City or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of the City under the terms of this Agreement. Notwithstanding

anything contained in this Agreement to the contrary, any obligation or liability of Developer under this Agreement shall be limited solely to the assets of the Developer and shall not extend to or be enforceable against any individuals or entities who are members, managers, constituent partners, officers, directors, representatives, agents or employees of the Developer or their assets.

9.23 Conflict of Interest Statute. This Agreement is subject to, and may be terminated by the City in accordance with, the provisions of A.R.S. § 38-511.

9.24 Warranty against Payment of Consideration for Agreement. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than the normal costs of conducting business and costs of professional services such as architects, consultants, engineers, and attorneys.

9.25 Termination of Claim. Upon the execution by the City of this Agreement Developer agrees to withdraw its (i) Notice of Claim dated November 1, 2021 against the City and (ii) Notice of Request for Administrative Appeal dated November 11, 2021 against the City.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT A

PROPERTY

A portion of land being situated within the Southeast Quarter of Section 29, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 2 inch aluminum cap stamped RLS 25393 accepted as the East Quarter corner of said Section 29, from which a found 3 inch Maricopa County brass cap in hand hole accepted as the Southeast corner thereof bears South 00°02'30" East, 2634.10 feet;

Thence South 00°02'30" East, 1276.97 feet along the east line of said Southeast Quarter;

Thence leaving said east line, South 89°57'30" West, 1304.53 feet;

Thence North 00°03'08" West, 1303.37 feet to the north line of said Southeast Quarter;

Thence South 88°52'58" East, 1305.04 feet along said north line to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,683,223 sq. ft. (38.6415 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGART WILSON, LLC

2141 E. Highland Avenue, Suite 250

Phoenix, AZ 85016

Project No. 1033

Date: September 2020

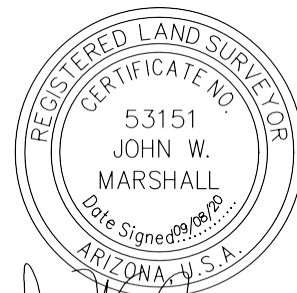


EXHIBIT B

SITE PLAN

EXHIBIT C
DESIGN REVIEW PACKAGE



March 22, 2022

SENT VIA E-MAIL ONLY

Chad Firsell
Echo Real Estate Capital, Inc.
200 W. Monroe Street
Chicago, IL 60606
cfirsell@echorecap.com

RE: Design Review Approval for Peoria and Reems (ECHO) (DR21-45): located at parcel # 501-42-002C, Glendale, Arizona

Dear Mr. Firsell:

The Project Team has reviewed your submittal for Peoria and Reems (Echo) design review. The project is **CONDITIONALLY APPROVED** subject to the following:

1. Substantial Conformance with:
 - a. Project Narrative approved March 21, 2022.
 - b. Preliminary Site Plan approved March 21, 2022.
 - c. Sheet A1.3.1, Wall Details, approved March 21, 2022.
 - d. Sheet A1.3.2, Parking and Trash Enclosure Details, approved March 21, 2022.
 - e. Sheet A1.3.3, Gate and Lighting Details, approved March 21, 2022.
 - f. Material Board approved March 21, 2022.
 - g. Sheet A2.1.1, Overall Floor Plan, approved March 21, 2022.
 - h. Sheets A4.1.1-A4.1.3, Black and White and Color Elevations (Building A), approved March 21, 2022.
 - i. Sheet A2.1.1, Overall floor Plan, approved March 21, 2022.
 - j. Sheets A4.1.1-A4.1.3, Black and White and Color Elevations (Building B), approved March 21, 2022.
 - k. Sheet CS1, Lighting Cutsheets, approved March 21, 2022.
2. A right turn lane (150' + Taper) will be required in advance of their truck access and that the north access will be a right in right out type of access.
3. Submittal of a revised final landscape plan (addressing the Hatcher Road extension).
4. Submittal of a revised drainage plan and report, if changes occur due to the Hatcher Road extension.

5. Submittal of a revised Photometric Plan.
6. Show COG Detail G934 on all site plans. If utilizing compactors and/or roll off, show COG Detail G936.

Advisory

7. All downspouts are to be internalized within the building.
8. All signs are subject to a separate sign permit.
9. All roof top mechanical equipment shall be screened from view.
10. All ground mounted equipment shall be screened by landscaping or a block wall.
11. Any generators will be screened with a block wall and landscaping.
12. All parking spaces must be a minimum of 10 x 20. A 1.5-foot overhang into landscaping is permitted. If you have an overhang on to a sidewalk, the sidewalk must be a minimum of 6 feet in width.
13. The required 25-foot landscaping buffer adjacent to the north residentially zoned properties is reduced to 0. An eight-foot CMU Block wall will be required at the property line to buffer residential and non- residential uses.
14. The on-site landscaping requirement is reduced from 5% to 3% through-out the site.
15. The landscape buffer along Hatcher (street yard) is reduced from 15 feet to 4 feet.
16. Onsite parking is calculated at 1 parking space per 2000 square feet of building area.
17. Please consider trees at access points. Provide a site visibility triangle on site plans.
18. Provide any hydrant locations on CD drawings.
19. Please note that any loading docks that are visible from the street must be screened by an 8-foot decorative CMU block wall.
20. Please note that pedestrian walkways must be provided.

All construction documents and plans will need to conform to the following codes: 2018 IBC, 2018 IMC, 2018 ICC, 2018 IPC, 2018 IFGC, 2018 IRC, 2018 IEBC, 2018 IECC, 2017 NEC, 2010 ADASAD, and 2018 IFC, 2015 Engineering standards and City of Glendale Amendments and Technical Bulletins.

The plans are approved as attached with this approval letter.

The Design Review approval expires in one year unless a building permit has been issued. Please be advised that any revisions to the City-approved design review submittal must be in writing and are subject to Project Team approval.

The next step is to submit construction documents to the Development Services Center (DSC) via email. The following [link](#) is to the web address where you will submit electronic plans: permits@glendaleaz.com.

Please submit a copy of this letter when you submit your plans.

March 22, 2022

Firsel

PAGE3

DSC is a one-stop shop and is responsible for construction plan routing. Stacy Laborin is your single point-of-contact during plan review. Stacy can be reached by email at slaborin@glendaleaz.com if you have any questions about the attached plan submittal requirements, fees, or schedule.

I look forward to the completion of the project. Please call me at (623) 930-2553 or email at clavelle@glendaleaz.com if you have any questions.

Sincerely,



Christina LaVelle
Planner
Planning

CL/lw

Encl: Approved Plans
Construction Plan Submittal Requirements

ec: Tabitha Perry, Interim Planning Manager
Djordje Pavlovic, Building Safety Official
Stacy Laborin, Development Services Supervisor
Jessica Eastman, GIS Technician
Michael Conlin, GIS Coordinator
Alexis Vasquez, Administrative Support
File

EXHIBIT D

LEGAL DESCRIPTION OF THE HATCHER ROAD EXTENSION

**ECHO PROPERTY
RIGHT OF WAY
LEGAL DESCRIPTION**

A portion of land being situated within the Southeast Quarter of Section 29, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch Maricopa County brass cap in hand hole accepted as the Southeast corner of said Section 29 from which a found 2 inch aluminum cap accepted as the East quarter corner thereof bears North 00°02'30" West, 2634.10 feet;

Thence North 00°02'30" West, 1357.13 feet, along the east line of said Southeast quarter to the **POINT OF BEGINNING**;

Thence leaving said east line, South 89°57'30" West, 1304.53 feet to the easterly Right of Way Line of 151st Avenue as described in Document No. 2021-0479481, Records of Maricopa County, Arizona;

Thence North 00°03'08" West, 100.17 feet, along said easterly Right of Way line;

Thence leaving said easterly Right of Way line, South 45°01'16" East, 42.49 feet;

Thence North 89°57'45" East, 109.94 feet;

Thence South 80°56'47" East, 304.30 feet;

Thence North 89°57'30" East, 864.10 feet to the east line of said Southeast quarter;

Thence South 00°02'30" East, 22.00 feet, along said east line, to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 43,112 sq. ft. (0.9897 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1033
Date: June 2022



EAST QUARTER CORNER
SECTION 29, T3N, R1W
FOUND 2" ALUMINUM CAP,
RLS 25393

70' R/W
DOCUMENT NO.
2021-0479481, M.C.R.

151ST AVENUE

L2
L3
L4

L5

L6

L7

1254.97'

N00°02'30"W 2634.10'

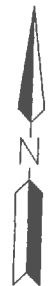
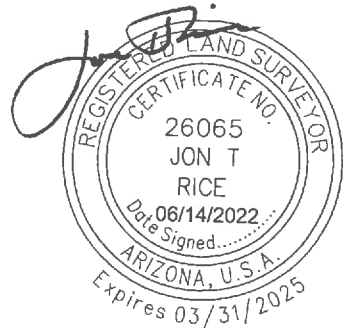
HATCHER ROAD

POINT OF BEGINNING

1357.13'

| LINE TABLE | | |
|------------|-------------|----------|
| LINE NO. | DIRECTION | LENGTH |
| L1 | S89°57'30"W | 1304.53' |
| L2 | N00°03'08"W | 100.17' |
| L3 | S45°01'16"E | 42.49' |
| L4 | N89°57'45"E | 109.94' |
| L5 | S80°56'47"E | 304.30' |
| L6 | N89°57'30"E | 864.10' |
| L7 | S00°02'30"E | 22.00' |

SOUTHEAST CORNER
SECTION 29, T3N, R1W
FOUND 3" MARICOPA CO.
BRASS CAP IN HAND HOLE,
RLS 36563, 2003
POINT OF COMMENCEMENT



| | |
|-------------|-----------|
| PROJ. NO.: | 1033 |
| DATE: | JUNE 2022 |
| SCALE: | N.T.S. |
| DRAWN BY: | LC |
| CHECKED BY: | JTR |

ECHO PROPERTY
RIGHT OF WAY
GLENDALE, ARIZONA

EXHIBIT

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

EXHIBIT E

C-

Do Not Record

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of TEN DOLLARS (\$10.00) DOLLARS, or other valuable consideration, GV ECHO OWNER LLC, an DELAWARE Corporation (Grantor) does hereby grant to the CITY OF GLENDALE (Grantee), a Temporary Construction Easement in connection with the construction and usage of drainage basins as described in Exhibit "A" (Legal Description) attached hereto and incorporated herein by this reference (the "Premises"). Specific improvements within the parcel described include SEE EXHIBIT. The purpose of this Temporary Construction Easement is to allow Grantee, its agents, contractors and assigns, to use the Premises, as described herein, for construction of improvements for the Hatcher Road Extension. This Temporary Construction Easement shall be on, over and across real property situated in Maricopa County, Arizona and more particularly described in Exhibit "A".

The term of this easement shall be 365 days, commencing on the Effective Date and ending 365 days later or at the completion of the Project, whichever occurs first.

Grantor covenants to and with the Grantee and its assigns that it is lawfully seized and possessed of the Premises, and that it has good and lawful right to grant said easement interest.

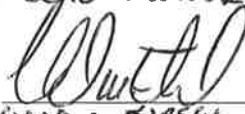
Grantee shall repair and restore the Premises to as close to like and equivalent condition as possible. Grantee will indemnify, defend and hold harmless Grantor and each of Grantor's members, officers, employees or agents (the "Indemnified Parties"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such of the Indemnified Parties may become subject, under any theory of liability whatsoever ("Claims"), unless caused by the negligence of any of the Indemnified Parties, insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the Project of the Grantee, its officers, employees, agents, or any tier of Grantee's subcontractor, and shall be responsible for any damages, claims or loss occurring on the Premises during the term of this easement caused by Grantee's negligent use of the Premises or by the negligent acts of its employees, agents, contractors or assigns.

Temporary Construction Easement
Page: 2

Executed this day 15th day of JUNE ("Effective Date").

GRANTOR:

GN ECHO OWNER, LLC

By: 
CHAD M FIRSAC

Its: MANAGER / MEMBER

GRANTEE:

By: _____

Its: _____

**EXHIBIT A
LEGAL DESCRIPTION**

[See attached]

**ECHO PROPERTY
TEMPORARY CONSTRUCTION ACCESS EASEMENT
LEGAL DESCRIPTION**

A portion of land being situated within the Southeast Quarter of Section 29, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch Maricopa County brass cap in hand hole accepted as the Southeast corner of said Section 29 from which a found 2 inch aluminum cap accepted as the East quarter corner thereof bears North 00°02'30" West, 2634.10 feet;

Thence North 00°02'30" West, 1379.13 feet, along the east line of said Southeast quarter, to the **POINT OF BEGINNING**;

Thence leaving said east line, South 89°57'30" West, 864.10 feet, along the northerly Right of Way line of Hatcher Road;

Thence continuing along said Right of Way line, North 80°56'47" West, 276.76 feet;

Thence leaving said Right of Way line, North 89°57'30" East, 1137.38 feet to said east line;

Thence South 00°02'30" East, 43.75 feet, along said east line, to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 43,782 sq. ft. (1.0050 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1033
Date: June 2022



151ST AVENUE

EAST QUARTER CORNER
SECTION 29, T3N, R1W
FOUND 2" ALUMINUM CAP,
RLS 25393

N89°57'30"E 1137.38'

121.22'
379.13'
N00°02'30"W 2634.10'

L2

L1

S89°57'30"W 864.10'


HATCHER ROAD

POINT OF BEGINNING

| LINE TABLE | | |
|------------|-------------|---------|
| LINE NO. | DIRECTION | LENGTH |
| L1 | S00°02'30"E | 43.75' |
| L2 | N80°56'47"W | 276.76' |

SOUTHEAST CORNER
SECTION 29, T3N, R1W
FOUND 3" MARICOPA CO.
BRASS CAP IN HAND HOLE,
RLS 36563, 2003
POINT OF COMMENCEMENT



| | | |
|-----------------|--|--|
| PROJ. NO.: 1033 | ECHO PROPERTY TEMPORARY CONSTRUCTION ACCESS EASEMENT GLENDALE, ARIZONA |  HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436 |
| DATE: JUNE 2022 | | |
| SCALE: N.T.S. | EXHIBIT | |
| DRAWN BY: LC | | |
| CHECKED BY: JTR | | |