ORDINANCE NO. 2432

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF GILBERT BY AMENDING ORDINANCES NO. 1649, 1710, 2361, 2404 AND 2405 PERTAINING TO THE BRIDGES PLANNED AREA DEVELOPMENT BY REZONING APPROXIMATELY 21.14 ACRES OF REAL PROPERTY GENERALLY LOCATED SOUTH OF THE SOUTHEAST CORNER OF HIGLEY AND QUEEN CREEK ROADS IN ZONING CASE Z13-06, FROM MULTI-FAMILY / LOW (MF/L) ZONING DISTRICT WITH A PLANNED AREA DEVELOPMENT OVERLAY ZONING DISTRICT TO SINGLE FAMILY DETACHED (SF-D) ZONING DISTRICT WITH A PLANNED AREA DEVELOPMENT (PAD) OVERLAY ZONING DISTRICT; AND BY AMENDING CONDITIONS OF DEVELOPMENT BY AMENDING THE DEVELOPMENT PLAN AND BY INCREASING THE MINIMUM LOT SIZE TO 7,000 SQUARE FEET; RESTATING AND INCORPORATING THE PROVISIONS OF ORDINANCE NOS. 1649, 1710, 2361, 2404 AND 2405 HEREIN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR NON-SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, by adoption of this Ordinance, the Town of Gilbert Town Council desires to rezone certain parcels and amend conditions of development relating to the development of certain parcels within the Bridges Planned Area Development (PAD) pursuant to the Town of Gilbert Zoning Code requirements for a Planned Area Development to modify base zoning district regulations to implement policies in the General Plan; and

WHEREAS, the Town Council has determined that this amendment to the Zoning Map and the Planned Area Development conditions of development conforms with the Town of Gilbert General Plan as amended, any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

WHEREAS, that certain document entitled Exhibit 3: Amended Development Plan of the Bridges at Gilbert 1-1 Planned Area Development, dated March 22, 2013 is attached hereto and incorporated by this reference.

NOW THEREFORE, BE IT ORDAINED by the Common Council of the Town of Gilbert, Arizona, as follows:

Section I. In General.

1. The Official Zoning Map of the Town of Gilbert, Arizona is hereby amended by amending Ordinances Nos. 1649, 1710, 2361, 2404 and 2405 relating to the Bridges PAD by changing the zoning classification of real property consisting of approximately 21.14 acres located south of the southeast corner of Higley and Queen Creek Roads (the "Property"), as described in the legal description, Exhibit 1 and shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated by reference herein, from Multi-Family Low (MF/L) zoning district with a Planned Area Development overlay zoning district to Single Family Detached (SF-D) zoning district with a Planned Area Development overlay zoning district.

2. Ordinances Nos. 1649, 1710, 2361, 2404 and 2405 relating to the Bridges PAD are amended by adding new Exhibit 3, attached hereto and incorporated herein, and making that Exhibit part of the Development Plan for the Bridges PAD, as set forth in or attached to Ordinances Nos. 1649, 1710, 2361, 2404 and 2405, to read as follows:

EXHIBIT 3: Amended Development Plan of the Bridges PAD, Parcel 1-1, dated March 22, 2013.

3. All dedications, development requirements and development conditions set forth in Ordinances Nos. 1649, 1710, 2361, 2404 and 2405 relating to the Bridges PAD are incorporated herein and shall remain in full force and effect, except as amended by revising development conditions and adding new conditions to read as follows (additions shown in ALL CAPS, deletions shown in strikeout):

a. Project shall be developed in conformance with the Town's zoning requirements for the Single Family - 7, Single Family – 6 and Single Family – Detached, ~~Multi-Family Low~~ and Public Facility Institutional zoning district, except as modified by these conditions. All single-family residential lots shall comply with the following standards:

*Zoning District**	*Minimum Width/Depth*	*Minimum Lot Size*	*Max. Height Feet/Stories*
SF-7	70' x 100'	7,000	30'/2
SF-6	55' x 100'	6,000	30'/2
SF-D (OTHER THAN PHASE 1, PARCEL 1	N/A	3,000	36/3

SF-D/Z-lot	38' x 100'	4,500	30'/2
SF-D/Villa	38.5' x 78'	3,003	30'/2
SF-D PHASE 1 PARCEL 1	PER LDC	7,000	PER LDC

b. The maximum number of dwelling units shall be limited to the maximum allowed under the Gilbert General Plan.

c. Developer shall create a new Homeowner's Association (HOA) for the ownership, maintenance, landscaping, improvements and preservation of all common areas and open space areas and landscaping within the rights-of-way.

d. In order for Developer to develop and use the Property as it intends, several off-site improvements are required. All engineering plans and specifications for the improvements shall be approved by the Town Engineer prior to commencement of construction by developer. All improvements shall comply with the Town's design and warranty requirements and other requirement. The Town shall construct the following improvement and Developer shall reimburse the Town its pro rata share of those improvements upon notice from the Town: Ocotillo Road Improvements, Higley Road Improvements, Higley Road Bridge over Queen Creek Was, the Ocotillo Road Twenty-inch Waterline Improvement and the Higley Road 16" Water Line Improvement..

1) Deleted.

2) Deleted.

3) Deleted.

4) Deleted.

5) Deleted.

6) Deleted.

7) Deleted.

8) Deleted.

9) Deleted.

10) Deleted.

11) Deleted.

12) Deleted.

13) The developer shall satisfy all financial obligations pertaining to the Property as set forth in all applicable water and sewer buy-in agreements, whereby the developer shall pay for its proportional share of water and sewer mains prior to final plat approval.

e. The terms and conditions of the development agreement, dated January 12, 2012, recorded in the Office of The Maricopa County Recorder, Record No. 2012-0035819, and which is attached to this ordinance as Exhibit 4, are incorporated into this ordinance by this reference as though set forth in full herein.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section IV. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 5.1205 and 5.1206 of the Gilbert Land Development Code. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Zoning Code or by the Town of Gilbert Municipal Court continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Common Council of the Town of Gilbert, Arizona, this 6TH day of JUNE, 2013 by the following vote:

AYES: COOK, COOPER, DANIELS, LEWIS, PETERSEN, RAY, TAYLOR

NAYES: NONE ABSENT: NONE

EXCUSED: NONE ABSTAINED: NONE

APPROVED this 6TH day of JUNE, 2013.

John W. Lewis, Mayor

ATTEST:

Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall, & Schwab, P.L.C.
Town Attorneys
By SUSAN D. GOODWIN

I, CATHERINE A. TEMPLETON, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 2432 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT ON THE 6TH DAY OF JUNE, 2013, WAS POSTED IN FOUR PLACES ON THE 13TH DAY OF JUNE, 2013

Catherine A. Templeton, Town Clerk

The following exhibits are attached hereto and incorporated herein:

Exhibit 1: Legal Description
Exhibit 2: Zoning Map
Exhibit 3: Amended Development Plan of the Bridges PAD Parcel 1-1, dated March 22, 2013
Exhibit 4: Development Agreement dated January 12, 2012, Maricopa County Record No. 2012-0035819

EXHIBIT A
THE BRIDGES AT GILBERT – PHASE 1 – PARCEL 1
LEGAL DESCRIPTION

A PARCEL OF LAND DESCRIBED AS PARCEL 1, A PORTION OF THE EAST HALF OF HIGLEY ROAD; A PORTION OF THE NORTH HALF OF EAST BRIDGES BOULEVARD; TRACT 1-A, TRACT 1-K AND A PORTION OF QUEEN CREEK WASH OF THAT CERTAIN MASTER PLAT OF THE BRIDGES AT GILBERT, PHASE 1, A SUBDIVISION SITUATED IN PORTIONS OF THE NORTHWEST, NORTHEAST AND SOUTHWEST QUARTERS OF SECTION 14 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS RECORDED ON SEPTEMBER 11, 2006 AS DOCUMENT NO 2006-1203233 IN BOOK 865 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HAND HOLE FOUND AND ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 14 FROM WHICH A BRASS CAP IN HAND HOLE FOUND AND ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 14, BEARS NORTH 01°00'18" EAST, 2,669.94 FEET;

THENCE NORTH 01°00'18" EAST, 812.87 ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 TO THE INTERSECTION OF SOUTH HIGLEY ROAD AND EAST BRIDGES BOULEVARD AS DEFINED BY SAID MASTER PLAT ALSO BEING THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID WEST LINE AND LEAVING SAID INTERSECTION, NORTH 01°00'18" EAST, 889.27 FEET TO THE NORTHWEST CORNER OF SAID MASTER PLAT;

THENCE LEAVING SAID WEST LINE AND NORTHWEST CORNER, NORTH 70°06'16" EAST, 909.17 ALONG THE NORTH LINE OF SAID MASTER PLAT, SAID LINE ALSO BEING THE NORTH LINE OF QUEEN CREEK WASH AS DEFINED BY SAID MASTER PLAT;

THENCE LEAVING SAID NORTH LINE, SOUTH 19°53'44" EAST, 99.92 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE LEAVING SAID NORTHEAST CORNER, SOUTH 01°00'18" WEST, 554.76 FEET ALONG THE EAST LINE OF SAID PARCEL;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 04°51'25" WEST, 56.27 FEET;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 04°45'00" WEST, 52.69 FEET;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 09°49'34" WEST, 445.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1-K;

THENCE CONTINUING SOUTH 09°49'34" WEST, 20.00 FEET ALONG THE EAST LINE OF SAID TRACT TO A POINT ON THE NORTH LINE OF SAID BRIDGES BOULEVARD AND THE SOUTHEAST CORNER OF SAID TRACT;

THENCE LEAVING SAID SOUTHEAST CORNER AND CONTINUING SOUTH 09°49'34" WEST, 39.00 FEET TO A POINT ON THE MONUMENT LINE OF SAID BRIDGES BOULEVARD;

THENCE NORTH 80°10'26" WEST, 105.48 FEET ALONG SAID MONUMENT LINE TO A POINT OF CURVE, CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,200.00 FEET, THE CENTER OF WHICH BEARS SOUTH 09°49'34" WEST;

THENCE WESTERLY ALONG SAID CURVE AND SAID MONUMENT LINE THROUGH A CENTRAL ANGLE OF 08°49'16", AN ARC LENGTH OF 338.71 FEET;

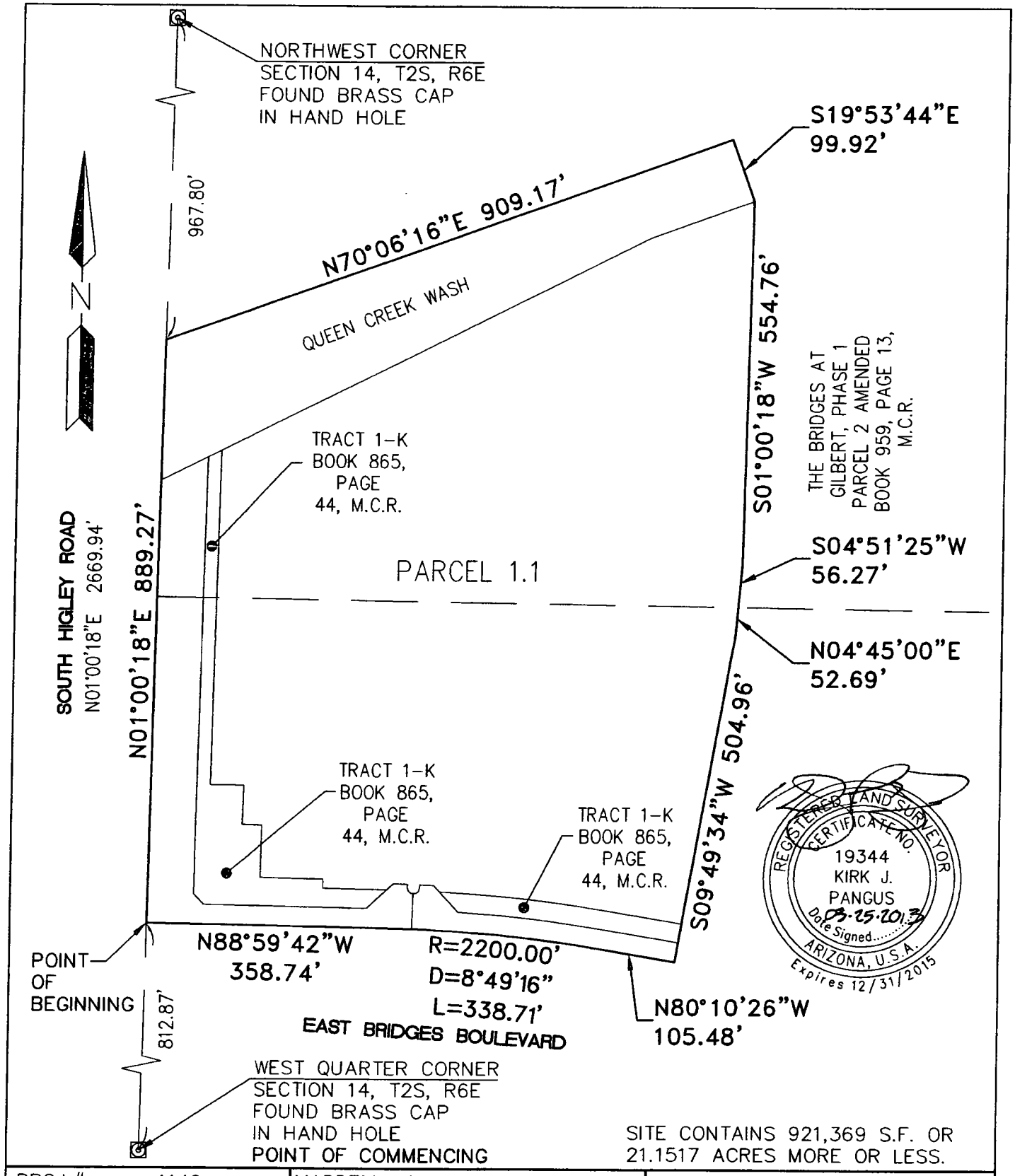
THENCE CONTINUING ALONG SAID MONUMENT LINE NORTH 88°59'42" WEST, 358.74 FEET TO THE INTERSECTION OF SOUTH HIGLEY ROAD AND EAST BRIDGES BOULEVARD AS DEFINED BY SAID MASTER PLAT, BEING THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 921,369 SQUARE FEET OR 21.15 ACRES AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS-OF-WAY OR RECORD OR OTHERWISE.

THIS LAND DESCRIPTION IS NOT INTENDED TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATED, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY: HILGARTWILSON
1661 EAST CAMELBACK ROAD
SUITE 275
PHOENIX, ARIZONA 85016
PROJECT NO. 1149
MARCH, 2013

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 03-25-2013
ARIZONA, U.S.A.
Expires 12/31/2015

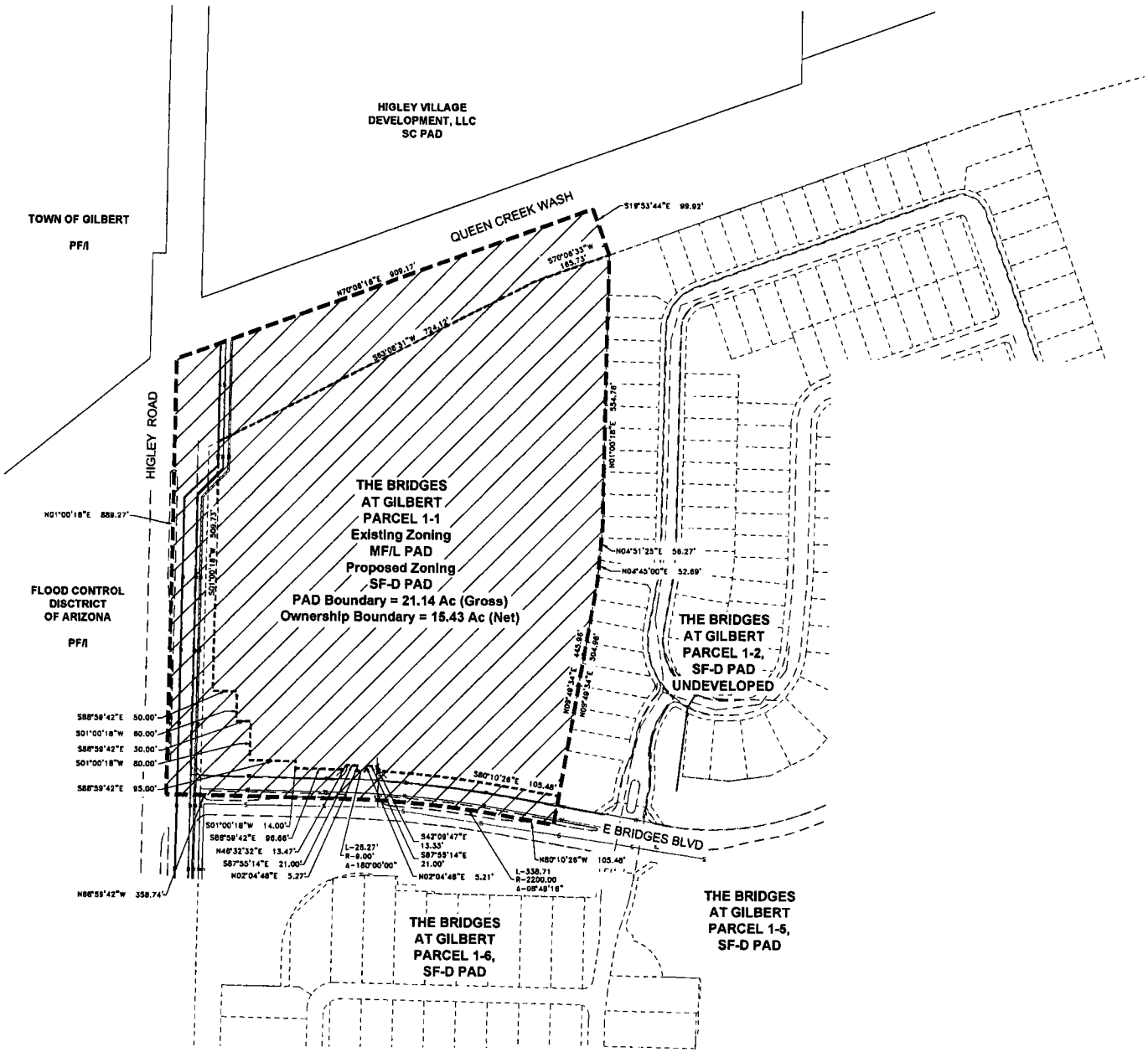


SITE CONTAINS 921,369 S.F. OR 21.1517 ACRES MORE OR LESS.

PROJ.#:	1149	MARBELLA VINYARDS PARCEL 1.1 BRIDGES BLVD & HIGLEY ROAD MARICOPA COUNTY, ARIZONA	hilgartwilson ENGINEERS·PLANNERS·SURVEYORS 1661 E. CAMELBACK RD., STE. 275 PHOENIX, AZ 85016 PH 602.490.0535 FAX 602.325.0161
DATE:	03-25-2013		
SCALE:	N.T.S.		
DRAWN BY:	DSP	EXHIBIT "A"	
CHECKED BY:	KJP		

U:\1100\1149\1149.10- K Hov\SURVEY\DOCS\1149.10 PARCEL 1.1 BNDY EXHIBIT.dwg 3/25/2013 4:19 PM

GP13-03 and Z13-06: Bridges Phase 1 Parcel 1
Attachment 4 - Zoning Ordinance
Exhibit 2 Zoning Map



Gilbert, Parcel 1-1

Gilbert, Arizona

Planned Area Development Amendment Zoning Exhibit

North Scale: 1" = 200'

Figure 2

Legend

- PAD Amendment Boundary - 21.14 Ac (Gross)
- Ownership Boundary - 15.43 Ac (Net)
- Area of Amendment - (21.14 Ac)

Notes

1. This exhibit is conceptual and subject to change through the design and development process.

hilgartwilson
1661 E. CAMELBACK RD., STE. 275
PHOENIX ARIZONA
PH 602-490-0535 FAX 602-325-0181

March 22, 2013
Project Number: 1149.30
Project Manager: N. Lam
Designed By: T. Bonar
Graphics By: N/A
Drawn By: C. Klock

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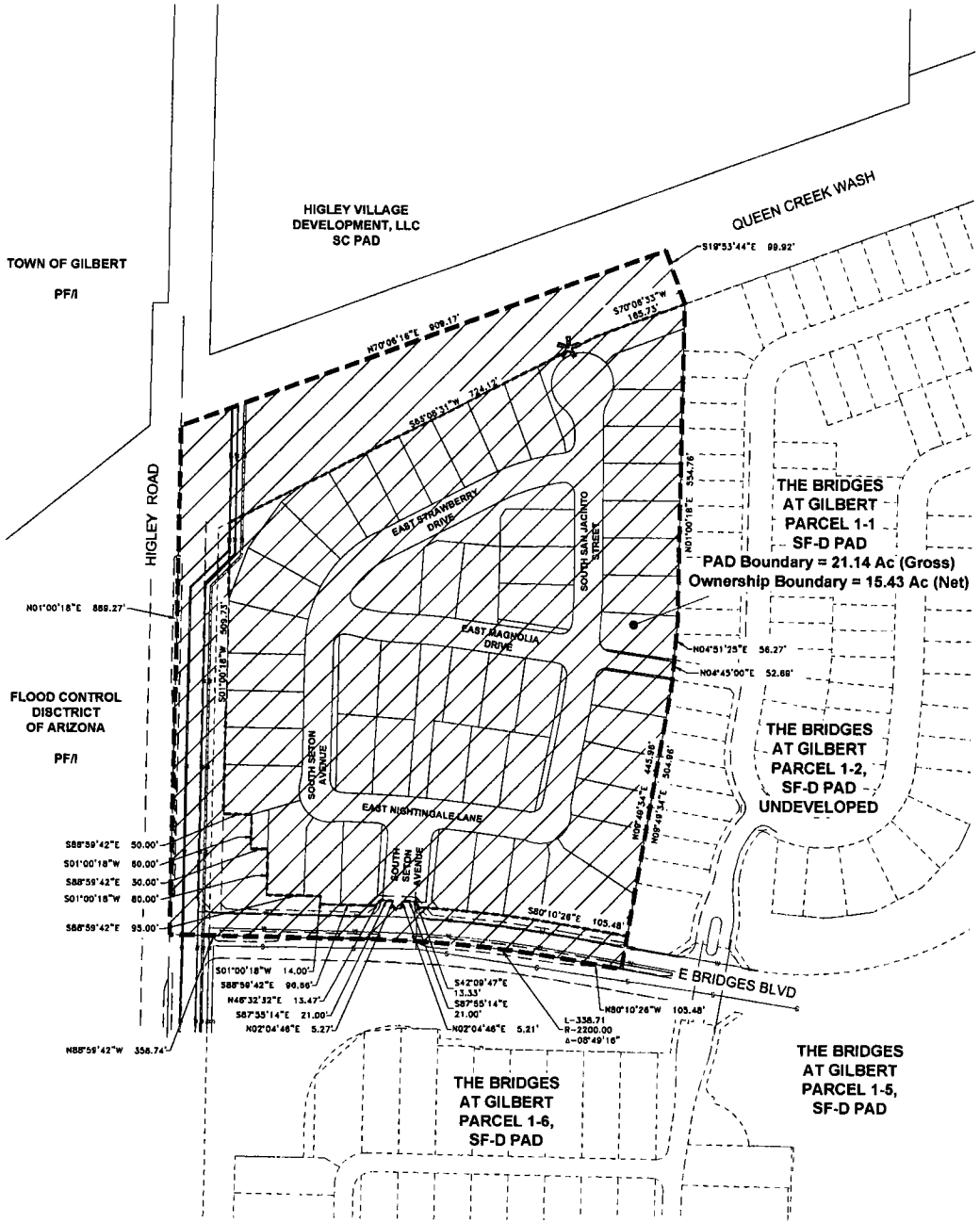
GP13-03 and Z13-06: Bridges Phase 1 Parcel 1
Attachment 4 - Zoning Ordinance
Exhibit 3 Development Plan

Gilbert, Arizona

Planned Area Development Amendment
Amended Development Plan Exhibit

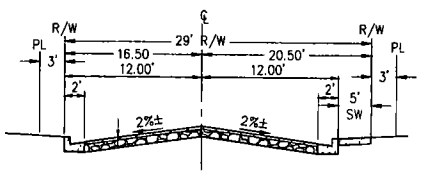
North — Scale: 1" = 200'

Figure 3



Development Standards per Town of Gilbert Land Development Code except for as modified below:

Minimum Lot Size 7,000 sq. ft.



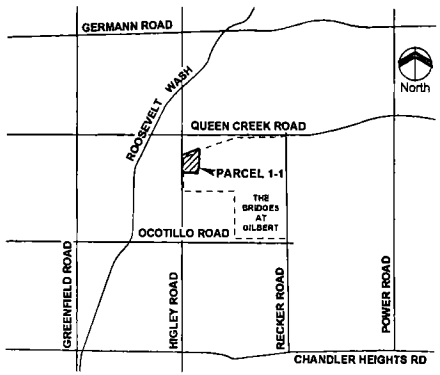
CROSS SECTION ACCESS ROAD
N.T.S.

Legend

- PAD Amendment Boundary - 21.14 Ac (Gross
- Ownership Boundary - 15.43 Ac (Net)
- Area of Amendment - (21.14 Ac)
- Trail Connection

Vicinity Map

Not to Scale



Notes

1. This exhibit is conceptual and subject to change through the design and development process.

hilgartwilson
1661 E. CAMELBACK RD., STE. 275
PHOENIX, ARIZONA
PH 602-490-0535 FAX 602-325-0181

March 22, 2013
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RESOLUTION NO. 3100

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, APPROVING A FOURTH AMENDMENT TO A DEVELOPMENT AGREEMENT DATED MAY 10, 2005, ORIGINALLY WITH MILLER HOLDINGS, INC., WITH BRIDGES NORTH LP, BRIDGES SOUTH LP, BRIDGES MULTI FAMILY LP, AG/RW-BRIDGES, LLC, AND REDUS ARIZONA, LLC, RELATED TO THE DEVELOPMENT AND REIMBURSEMENT OBLIGATIONS FOR THE PROJECT KNOWN AS "THE BRIDGES AT GILBERT"; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 authorizes the Town of Gilbert ("Gilbert") to enter into development agreements related to the development of property in Gilbert; and

WHEREAS, all the property subject to the Fourth Amendment to Development Agreement attached hereto as **Exhibit A** is located within Gilbert; and

WHEREAS, Gilbert, Bridges North LP, Bridges South LP, Brides Multi Family LP, AG/RW-Bridges, LLC, and Redus Arizona, LLC ("Owners") desire to amend the Development Agreement, The Bridges at Gilbert, recorded on August 15, 2005 in the official records of Maricopa County, Arizona as Instrument No. 2005-1163292 (the "Agreement") for the development requirements and for the reimbursement by Owners to Gilbert for the cost of construction of portions of certain capital improvement projects otherwise required to be constructed by Owners; and

WHEREAS, the Agreement was most recently amended on June 19, 2007, recorded on August 1, 2007 in the official records of Maricopa County, Arizona as Instrument No. 2007-0871704 (Third Amendment); and

WHEREAS, the Town Council of the Town of Gilbert finds that entering into this Fourth Amendment to Development Agreement is in the best interest of Gilbert.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, that the Fourth Amendment to Development Agreement between Gilbert and Owners, attached hereto as **Exhibit A**, be and is hereby approved and the Mayor is authorized and directed to execute said Fourth Amendment to Development Agreement; and

FURTHER RESOLVED, that the Town Clerk be and she is hereby authorized and directed to record a copy of the Fourth Amendment to Development Agreement with the Maricopa County Recorder.

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA THIS 12th DAY OF JANUARY 2012.

AYES: Cook, Cooper, Daniels, Lewis, Petersen, Ray, Sentz

NAYES: None ABSENT: None

EXCUSED: None ABSTAINED: None

APPROVED this 12th day of January 2012.

John W. Lewis, Mayor

ATTEST:

Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Town Attorneys
By: Susan D. Goodwin

EXHIBIT A

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

When recorded mail to:

Town of Gilbert

Town Clerk

50 East Civic Center Drive

Gilbert AZ 85296

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20120035819 01/17/2012 04:44 N
ELECTRONIC RECORDING
Gilbert682-19-1-1--

This area reserved for County Recorder

CAPTION HEADING
FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

DO NOT REMOVE

Exhibits 6 which was adopted with and is incorporated into Fourth Amendment to Development Agreement is available for viewing in the Office of the Town Clerk, Town of Gilbert, 50 East Civic Center Drive Gilbert AZ 85296.

Exhibit 6	Development Map

When recorded, return to:
Town Clerk
Town of Gilbert
50 East Civic Center Drive
Gilbert, Arizona 85296

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Fourth Amendment to Development Agreement (the "Fourth Amendment") is entered into as of the 12th day of January, 2012 (the "Effective Date"), to amend that certain Development Agreement – The Bridges at Gilbert, dated May 10, 2005 (the "Development Agreement"), recorded as instrument number 2005-1163292, Maricopa County Recorder, and is made by, between, and among, the Town of Gilbert, an Arizona municipal corporation (the "Town"), Bridges North LP, an Arizona limited partnership ("Bridges North"), Bridges South LP, an Arizona limited partnership ("Bridges South"), Bridges Multi Family LP, an Arizona limited partnership ("Bridges MF"), AG/RW-Bridges, LLC, a Delaware limited liability company ("AG/RW"), and Redus Arizona, LLC, a Delaware limited liability company ("Redus"). Bridges North, Bridges South, Bridges MF, AG/RW, and Redus may each individually be referred to as an "Owner" or collectively as "Owners." The Town and the Owners may each individually be referred to as a "Party" or collectively as the "Parties."

RECITALS

A. The Town and Miller Holdings, Inc. ("Miller") entered into the Development Agreement dated May 10, 2005, related to the development of property known as "The Bridges at Gilbert." The Development Agreement was recorded August 15, 2005 at 2005-1163292, with the Maricopa County Recorder.

B. The Development Agreement was amended by the Amendment to Development Agreement dated September 26, 2006 (the "First Amendment"), between the Town and First Bridge, L.L.C., Sawtooth Partners, LLC, and Bridger Land, LLC, as successors in interest to Miller with respect to The Bridges at Gilbert. The First Amendment was recorded November 3, 2006, at 2006-1456580, with the Maricopa County Recorder.

C. The Development Agreement was amended by the Second Amendment to Development Agreement dated March 6, 2007 (the "Second Amendment"), between the Town and Elite Bridges 2, 6, Inc., Elite Bridges 3,4,5, Inc., Sawtooth Partners, LLC, and Bridger Land, LLC, as successors in interest to

Miller with respect to The Bridges at Gilbert. The Second Amendment was recorded May 8, 2007, at 2007-0535243, with the Maricopa County Recorder.

D. The Development Agreement was amended by the Third Amendment to Development Agreement dated June 19, 2007 (the "Third Amendment"), between the Town and Elite Bridges 2, 6, Inc., Elite Bridges 3,4,5, Inc., Sawtooth Partners, LLC, and Bridger Land, LLC, as successors in interest to Miller with respect to The Bridges at Gilbert. The Third Amendment was recorded August 1, 2007, at 2007-0871704, with the Maricopa County Recorder.

E. Each of Bridges North, Bridges South, Bridges MF, AG/RW, and Redus own a portion (each an "Owner Property") of the Property described in the Development Agreement for which the legal descriptions are respectively set forth on the exhibits attached to this Fourth Amendment as follows:

Exhibit 1 – Bridges North Property
Exhibit 2 – Bridges South Property
Exhibit 3 – Bridges MF Property
Exhibit 4 – AG/RW Property
Exhibit 5 – Redus Property

A map (the "Development Map") depicting the location of each Owner Property is attached as Exhibit 6.

F. The Parties desire to amend the Development Agreement as set forth herein, including without limitation to reflect the substitution of the Owners as the successors in interest to Miller with respect to The Bridges at Gilbert.

AGREEMENTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Recitals. The Recitals above are incorporated herein as part of this Agreement.

II. Substitution of Owners. Each of the Owners is substituted for Miller, and Miller's above described successors in interest, with respect to their Owner Property at The Bridges at Gilbert.

III. Term of Development Agreement. The Parties agree that the Development Agreement has been extended pursuant to Section 8.6(b) of the Development Agreement and the termination date is May 10, 2015 (the "current termination date"). Notwithstanding the current second sentence of Section 8.6(b), the Parties further agree to amend and supplement Section 8.6(b) of the Development Agreement as follows: However, if any of the Property still is subject to the Development Agreement after the current termination date, then the Development Agreement, as amended, shall automatically extend without the necessity of notice, agreement, or recording by or between the parties an additional five (5) years; and if any of the Property still is subject to the Development Agreement five (5) years after the current termination date, then the Development Agreement, as amended, shall automatically extend without the necessity of notice, agreement, or recording by or between the parties an additional five (5) years, for a total of up to ten (10) years of additional extensions, at which time the Development Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the Parties.

IV. Separation of Obligations. Section 3 of the Second Amendment is amended to make such substitutions of the Owners as stated in this Section IV for Elite Bridges, Sawtooth, and Bridger as the successors in interest to Miller and to amend and update Sections 3.1, 3.2, and 3.3 of the Second Amendment with respect to the separation of the Obligations of the Owners.

The Parties agree that the improvements are completed, accepted by the Town, and operational with respect to the following sections of the Development Agreement: Section 2.4 (Ocotillo Road Improvements), Section 2.6 (Ocotillo Road 20-inch Waterline Improvements), 2.9 (Higley Road Improvements; provided however, landscaping only from Queen Creek Wash to Bridges Boulevard must be completed prior to issuance of the first certificate of occupancy within the AG/RW Property and/or the Redus Property), Section 2.10 (Higley Road Bridge over Queen Creek Wash), Section 2.11 (Higley Road 16-inch Waterline Improvements), and Section 2.12 (Higley Road 18-inch Reclaimed Water Distribution Line Improvement). The Parties agree that the provisions of Section 2.14 (Recker Road 16-inch Waterline Improvement) have been satisfied.

The Parties agree that the remaining obligations, and the substitutions as to the Party responsible and obligated as provided by Section 3 of the Second Amendment, are as follows: AG/RW and Redus are substituted for Elite Bridges with respect to the Obligations of Section 2.1 of the Development Agreement (Queen Creek Wash Improvements, as to which only the landscaping remains) and Section 2.13 (Higley Road Sewer Line Improvement); Bridges North is substituted for Sawtooth with respect to the Obligations of Section 2.2 of the Development Agreement (Queen Creek Road

Improvements, as to which only the streetscape landscaping and sidewalk construction remains), Section 2.7 (Recker Road Improvements, including completion of dedications), and 2.8 (Recker Road Low Flow Crossing); and Bridges South is substituted for Bridger with respect to the Obligations of Section 2.5 of the Development Agreement (Sonoqui Wash Improvements, as to which only the low flow crossing and wash landscaping remain).

The Parties acknowledge that Section 2.3 of the Development Agreement was deleted by the First Amendment. The Parties further acknowledge that Section 2.15 of the Development Agreement has not been modified and that it continues to require compliance with respect to Internal Subdivision Streets.

With respect to improvements caused to be constructed by the Town pursuant to the Development Agreement, the Parties agree that the aggregate amount which the Town is to be reimbursed is $1,376,620.55 (the "Reimbursement Amount"), that no Party or its successor may challenge either that aggregate amount or the below parcel-by-parcel allocation thereof, and that the Reimbursement Amount shall be paid in accordance with Section 3 of the Second Amendment and as set forth in this Section IV. The Reimbursement Amount shall be paid by the developers of the parcels of the AG/RW Property and the Redus Property, as those parcels are depicted on the Development Map attached as Exhibit 6, with the specifically allocated portion of the Reimbursement Amount due upon the first Certificate of Occupancy (including model homes) for each parcel in accordance with the following table:

Reimbursement to Town of Gilbert	
Parcel	Reimbursement Amount
AG/RW Parcels	
1	$191,350.26
2	$289,916.29
6	$218,469.68
AG/RW Parcels subtotal	$699,736.23
Redus Parcels	
3	$229,620.31
4	$222,737.20
5	$224,526.81
Redus Parcels Subtotal	$676,884.32
TOTAL	**$1,376,620.55**

Upon the Town's receipt of the above-listed payment in full for a parcel as identified in the table above, the reimbursement obligation of such parcel shall be deemed satisfied; whereupon such parcel and the owner(s)/developer(s) thereof shall be automatically released from the reimbursement obligation with respect to that parcel without the necessity of any notice, agreement, or recording by or between the Parties.

V. Notices. Section 6.1 of the Development Agreement is amended to provide and substitute as the addresses for each of the Owners the address set forth below with each of their signatures executing this Fourth Amendment.

VI. No Other Modification. Except for the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, the Development Agreement is not modified and is fully enforceable between and among these Parties.

VII. Recording. This Fourth Amendment shall be recorded with the Maricopa County Recorder within ten (10) days of its execution by the Town.

Executed as of the Effective Date set forth above:

TOWN

Town of Gilbert, an Arizona municipal corporation

By: _____
its Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 12th day of January, 2012, before me personally appeared John W. Lewis, Mayor on behalf of the Town of Gilbert, whom I know personally, and acknowledged that he executed this Fourth Amendment to Development Agreement.

My Commission Expires:
4/12/2015

_____
Notary Public

OFFICIAL SEAL
BRANDY HAYTON
Notary Public - State of Arizona
PINAL COUNTY
My Comm. Expires Apr. 12, 2015

BRIDGES NORTH

Address:

Bridges North LP
c/o TerraWest Communities LLC
Attn: Michael Jesberger
3820 W. Happy Valley Rd., Suite 141-246
Glendale, Arizona 85310

Bridges North LP, an Arizona limited partnership

By: Bridges 2011 GP LLC, a Delaware limited liability company, its General Partner

By: Jen Partners LLC, a Delaware limited liability company, its Manager

By: _____
its Managing Member

BRIDGES SOUTH

Address:

Bridges South LP
c/o TerraWest Communities LLC
Attn: Michael Jesberger
3820 W. Happy Valley Rd., Suite 141-246
Glendale, Arizona 85310

Bridges South LP, an Arizona limited partnership

By: Bridges 2011 GP LLC, a Delaware limited liability company, its General Partner

By: Jen Partners LLC, a Delaware limited liability company, its Manager

By: _____
its Managing Member

BRIDGES MF

Address:

Bridges Multi Family LP
c/o TerraWest Communities LLC
Attn: Michael Jesberger
3820 W. Happy Valley Rd., Suite 141-246
Glendale, Arizona 85310

Bridges Multi Family LP, an Arizona limited partnership

By: Bridges 2011 GP LLC, a Delaware limited liability company, its General Partner

By: Jen Partners LLC, a Delaware limited liability company, its Manager

By: _____
its Managing Member

STATE OF NEW YORK)
) ss.
County of NEW YORK)

On this 7TH day of DECEMBER, 2011, before me personally appeared Reuben Leibowitz, MANAGING MEMBER of JEN PARTNERS, LLC, on behalf of Bridges North LP, Bridges South LP, and Bridges Multi Family LP, whom I know personally, and acknowledged that he executed this Fourth Amendment to Development Agreement.

Stephanie Errico
Notary Public

My Commission Expires:

9-18-2015

STEPHANIE ERRICO
Notary Public State of New York
No. 01ER4753742
Qualified in New York County
Commission Expires 9-18-2015

AG/RW

Address:

AG/RW-Bridges, LLC
c/o Angelo, Gordon & Co., LP
9440 Santa Monica Blvd, Suite 708
Beverly Hills, CA 90210

AG/RW-Bridges, LLC, a Delaware limited liability company

By: AG/RW-Southwest Portfolio, LLC, a Delaware limited liability company, its Sole Member

By: AG Real Estate Manager, Inc., a Delaware corporation, its Manager

By: _____
its Officer

STATE OF CALIFORNIA)
) ss.
County of LOS ANGELES)

On this 7TH day of DEC, 2011, before me personally appeared LOUIS FRIEDEL, _____, on behalf of AG/RW-Bridges, LLC, whom I know personally, and acknowledged that he executed this Fourth Amendment to Development Agreement.

Randolph Edelman
Notary Public

My Commission Expires:

09/30/2013

RANDOLPH EDELMAN
Commission # 1863472
Notary Public - California
Los Angeles County
My Comm. Expires Sep 30, 2013

REDUS

Address:

REDUS ARIZONA, LLC
Attn: _____
301 South College Street
Charlotte, North Carolina
28288

REDUS ARIZONA, LLC, a Delaware limited Liability company

By: _____
its Director

STATE OF NORTH CAROLINA)
) ss.
County of Mecklenburg)

On this 11 day of January, 2012, before me personally appeared Marc Curtis, Director, on behalf of Redus Arizona LLC, whom I know personally, and acknowledged that he executed this Fourth Amendment to Development Agreement.

Carrie J. Foust
Notary Public Carrie J. Foust

My Commission Expires:

April 17, 2016

CARRIE J. FOUST NOTARY PUBLIC CABARRUS COUNTY, N.C.

BRIDGES NORTH PROPERTY

A PARCEL OF LAND SITUATED IN PORTIONS OF THE NORTHWEST, NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 14 TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14 BEING A MARICOPA COUNTY BRASS CAP IN HANDHOLE FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14, BEING A BRASS CAP IN HANDHOLE BEARS NORTH 01 DEGREES 00 MINUTES 18 SECONDS EAST, A DISTANCE OF 2670.03 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 1702.20 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 70 DEGREES 06 MINUTES 16 SECONDS EAST, A DISTANCE OF 1410.44 FEET;

THENCE NORTH 00 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 46.59 FEET;

THENCE NORTH 70 DEGREES 04 MINUTES 38 SECONDS EAST, A DISTANCE OF 1103.57 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 33.00 FEET OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 13 MINUTES 03 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 284.30 FEET TO A POINT IN THE NORTH/SOUTH MID-SECTION LINE OF SAID SECTION 14;

THENCE NORTH 75 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 145.18 FEET;

THENCE SOUTH 14 DEGREES 01 MINUTES 12 SECONDS EAST, A DISTANCE OF 109.72 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 102.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 14, AND THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 13 MINUTES 23 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1959.15 FEET;

THENCE NORTH 84 DEGREES 44 MINUTES 24 SECONDS EAST, A DISTANCE OF 505.76 FEET TO A POINT IN THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1311.24 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 300.00 FEET OF THE NORTH 1660.00 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89 DEGREES 13 MINUTES 23 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 365.01 FEET TO A POINT IN THE WEST LINE OF THE EAST 365.00 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 300.01 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1660.00 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89 DEGREES 13 MINUTES 23 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 365.01 FEET TO A POINT IN THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1009.35 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 304.23 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 88 DEGREES 59 MINUTES 42 SECONDS WEST, A DISTANCE OF 301.08 FEET;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS WEST, A DISTANCE OF 110.72 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 11 SECONDS WEST, A DISTANCE OF 59.14 FEET;

THENCE SOUTH 87 DEGREES 24 MINUTES 13 SECONDS WEST, A DISTANCE OF 59.14 FEET;

THENCE SOUTH 85 DEGREES 15 MINUTES 16 SECONDS WEST, A DISTANCE OF 59.14 FEET;

THENCE SOUTH 83 DEGREES 06 MINUTES 18 SECONDS WEST, A DISTANCE OF 59.14 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 33 SECONDS WEST, A DISTANCE OF 47.94 FEET;

THENCE SOUTH 80 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 65.41 FEET;

THENCE SOUTH 80 DEGREES 23 MINUTES 39 SECONDS WEST, A DISTANCE OF 110.00 FEET;

THENCE SOUTH 87 DEGREES 08 MINUTES 19 SECONDS WEST, A DISTANCE OF 110.00 FEET;

THENCE NORTH 82 DEGREES 41 MINUTES 47 SECONDS WEST, A DISTANCE OF 110.00 FEET;

THENCE NORTH 80 DEGREES 10 MINUTES 15 SECONDS WEST, A DISTANCE OF 220.00 FEET;

THENCE NORTH 58 DEGREES 11 MINUTES 22 SECONDS WEST, A DISTANCE OF 103.55 FEET;

THENCE SOUTH 31 DEGREES 48 MINUTES 38 SECONDS WEST, A DISTANCE OF 151.32 FEET;

THENCE NORTH 57 DEGREES 45 MINUTES 29 SECONDS WEST, A DISTANCE OF 367.49 FEET;

THENCE NORTH 78 DEGREES 38 MINUTES 15 SECONDS WEST, A DISTANCE OF 391.35 FEET;

THENCE NORTH 70 DEGREES 03 MINUTES 13 SECONDS WEST, A DISTANCE OF 46.27 FEET;

THENCE NORTH 52 DEGREES 56 MINUTES 05 SECONDS WEST, A DISTANCE OF 46.01 FEET;

THENCE NORTH 44 DEGREES 23 MINUTES 59 SECONDS WEST, A DISTANCE OF 243.01 FEET;

THENCE NORTH 58 DEGREES 01 MINUTES 14 SECONDS WEST, A DISTANCE OF 78.35 FEET;

THENCE NORTH 63 DEGREES 52 MINUTES 05 SECONDS WEST, A DISTANCE OF 45.20 FEET;

THENCE NORTH 69 DEGREES 41 MINUTES 27 SECONDS WEST, A DISTANCE OF 45.20 FEET;

THENCE NORTH 75 DEGREES 30 MINUTES 48 SECONDS WEST, A DISTANCE OF 45.20 FEET;

THENCE NORTH 81 DEGREES 20 MINUTES 10 SECONDS WEST, A DISTANCE OF 45.20 FEET;

THENCE NORTH 86 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 38.67 FEET;

THENCE NORTH 89 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 21.13 FEET;

THENCE NORTH 00 DEGREES 46 MINUTES 20 SECONDS EAST, A DISTANCE OF 100.50 FEET;

THENCE NORTH 87 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE OF 27.19 FEET;

THENCE NORTH 77 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 62.04 FEET;

THENCE NORTH 62 DEGREES 55 MINUTES 17 SECONDS EAST, A DISTANCE OF 59.70 FEET;

THENCE NORTH 48 DEGREES 57 MINUTES 13 SECONDS EAST, A DISTANCE OF 59.70 FEET;

THENCE NORTH 35 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 52.43 FEET;

THENCE NORTH 29 DEGREES 42 MINUTES 33 SECONDS EAST, A DISTANCE OF 259.06 FEET;

THENCE NORTH 31 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 60.16 FEET;

THENCE NORTH 36 DEGREES 05 MINUTES 28 SECONDS EAST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 38 DEGREES 54 MINUTES 39 SECONDS EAST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 41 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 70.14 FEET;

THENCE NORTH 45 DEGREES 37 MINUTES 08 SECONDS EAST, A DISTANCE OF 70.58 FEET;

THENCE NORTH 60 DEGREES 07 MINUTES 59 SECONDS EAST, A DISTANCE OF 75.42 FEET;

THENCE NORTH 39 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 59.67 FEET;

THENCE NORTH 20 DEGREES 39 MINUTES 44 SECONDS EAST, A DISTANCE OF 58.14 FEET;

THENCE NORTH 12 DEGREES 48 MINUTES 39 SECONDS WEST, A DISTANCE OF 476.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 02 DEGREES 59 MINUTES 45 SECONDS WEST;

THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 705.00 FEET, THROUGH A CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 52 SECONDS, AN ARC DISTANCE OF 137.99 FEET TO A NON-TANGENT POINT;

THENCE NORTH 08 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 89.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 08 DEGREES 13 MINUTES 07 SECONDS EAST;

THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 794.00 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 35 MINUTES 32 SECONDS, AN ARC DISTANCE OF 63.64 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 77 DEGREES 11 MINUTES 21 SECONDS WEST, A DISTANCE OF 186.01 FEET;

THENCE NORTH 12 DEGREES 26 MINUTES 09 SECONDS WEST, A DISTANCE OF 161.82 FEET;

THENCE NORTH 11 DEGREES 10 MINUTES 55 SECONDS EAST, A DISTANCE OF 37.07 FEET;

THENCE NORTH 04 DEGREES 49 MINUTES 05 SECONDS EAST, A DISTANCE OF 37.05 FEET;

THENCE NORTH 07 DEGREES 42 MINUTES 20 SECONDS EAST, A DISTANCE OF 54.37 FEET;

THENCE NORTH 13 DEGREES 57 MINUTES 05 SECONDS EAST, A DISTANCE OF 54.70 FEET;

THENCE NORTH 19 DEGREES 09 MINUTES 20 SECONDS EAST, A DISTANCE OF 54.98 FEET;

THENCE NORTH 19 DEGREES 41 MINUTES 56 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTH 20 DEGREES 16 MINUTES 50 SECONDS EAST, A DISTANCE OF 34.21 FEET;

THENCE NORTH 15 DEGREES 09 MINUTES 42 SECONDS EAST, A DISTANCE OF 29.64 FEET;

THENCE NORTH 12 DEGREES 09 MINUTES 47 SECONDS EAST, A DISTANCE OF 66.25 FEET;

THENCE NORTH 07 DEGREES 43 MINUTES 18 SECONDS EAST, A DISTANCE OF 32.16 FEET;

THENCE NORTH 04 DEGREES 49 MINUTES 12 SECONDS EAST, A DISTANCE OF 32.16 FEET;

THENCE NORTH 02 DEGREES 11 MINUTES 13 SECONDS EAST, A DISTANCE OF 26.20 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 18 SECONDS EAST, A DISTANCE OF 161.67 FEET;

THENCE NORTH 24 DEGREES 08 MINUTES 50 SECONDS EAST, A DISTANCE OF 18.28 FEET;

THENCE NORTH 07 DEGREES 15 MINUTES 24 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 18 SECONDS EAST, A DISTANCE OF 159.68 FEET TO THE

POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 33 MINUTES 18 SECONDS EAST, A DISTANCE OF 400.00 FEET ALONG THE EAST LINE OF SECTION 14;

THENCE SOUTH 89 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 93.00 FEET;

THENCE SOUTH 00 DEGREES 33 MINUTES 18 SECONDS EAST, A DISTANCE OF 75.00 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS EAST, A DISTANCE 93.00 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 18 SECONDS WEST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

BRIDGES SOUTH PROPERTY

PARCEL 3A OF THAT CERTAIN MINOR LAND DIVISION MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1080 OF MAPS, PAGE 38 AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED MARCH 29, 2011 AS 2011-0266952 OF OFFICIAL RECORDS

BRIDGES MF PROPERTY

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14 BEING A MARICOPA COUNTY BRASS CAP IN HANDHOLE FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14, BEING A BRASS CAP IN HANDHOLE BEARS NORTH 01 DEGREES 00 MINUTES 18 SECONDS EAST, A DISTANCE OF 2670.03 FEET;

THENCE SOUTH 01 DEGREES 00 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 117.00 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 13 MINUTES 40 SECONDS EAST, A DISTANCE OF 2649.69 FEET TO A POINT IN THE NORTH/SOUTH MID-SECTION LINE OF SAID SECTION 14;

THENCE SOUTH 00 DEGREES 38 MINUTES 57 SECONDS WEST ALONG SAID NORTH/SOUTH MIDSECTION LINE, A DISTANCE OF 1747.14 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH/SOUTH MID-SECTION LINE SOUTH 88 DEGREES 59 MINUTES 42 SECONDS EAST, A DISTANCE OF 550.43 FEET;

THENCE NORTH 84 DEGREES 09 MINUTES 29 SECONDS EAST, A DISTANCE OF 452.89 FEET;

THENCE NORTH 69 DEGREES 18 MINUTES 52 SECONDS EAST, A DISTANCE OF 183.44 FEET;

THENCE SOUTH 20 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 166.35 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1275.00 FEET, THROUGH A CENTRAL ANGLE OF 21 DEGREES 27 MINUTES 41 SECONDS, AN ARC DISTANCE OF 477.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00 DEGREES 46 MINUTES 33 SECONDS WEST, A DISTANCE OF 300.80 FEET TO A POINT IN THE SOUTH LINE OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 13 MINUTES 27 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1318.50 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 14;

THENCE NORTH 00 DEGREES 38 MINUTES 57 SECONDS EAST ALONG THE NORTH/SOUTH MIDSECTION LINE OF SAID SECTION 14, A DISTANCE OF 805.01 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 155.00 FEET THEREOF AS CONVEYED TO THE CITY OF GILBERT IN DOCUMENT NO. 2006-1602606.

AG/RW PROPERTY

A PARCEL OF LAND DESCRIBED AS PARCEL 1 OF THAT CERTAIN MASTER PLAT OF THE BRIDGES AT GILBERT, PHASE I, A SUBDIVISION SITUATED IN PORTION OF THE NORTHWEST, NORTHEAST AND SOUTHWEST QUARTERS OF SECTION 14 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS RECORDED ON SEPTEMBER 11, 2006 AS DOCUMENT NO. 2006-1203233 IN BOOK 865 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA.

AND

LOTS 1 THROUGH 206 INCLUSIVE, OF THE BRIDGES AT GILBERT, PHASE 1, PARCEL 2, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 867 OF MAPS, PAGE 10 AND THEREAFTER AMENDED AS BOOK 959 OF MAPS, PAGE 13.

AND

LOTS 1 THROUGH 133 INCLUSIVE, OF THE BRIDGES AT GILBERT, PHASE 1, PARCEL 6, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 867 OF MAPS, PAGE 15 AND THEREAFTER AMENDED AS BOOK 959 OF MAPS, PAGE 12.

REDUS PROPERTY

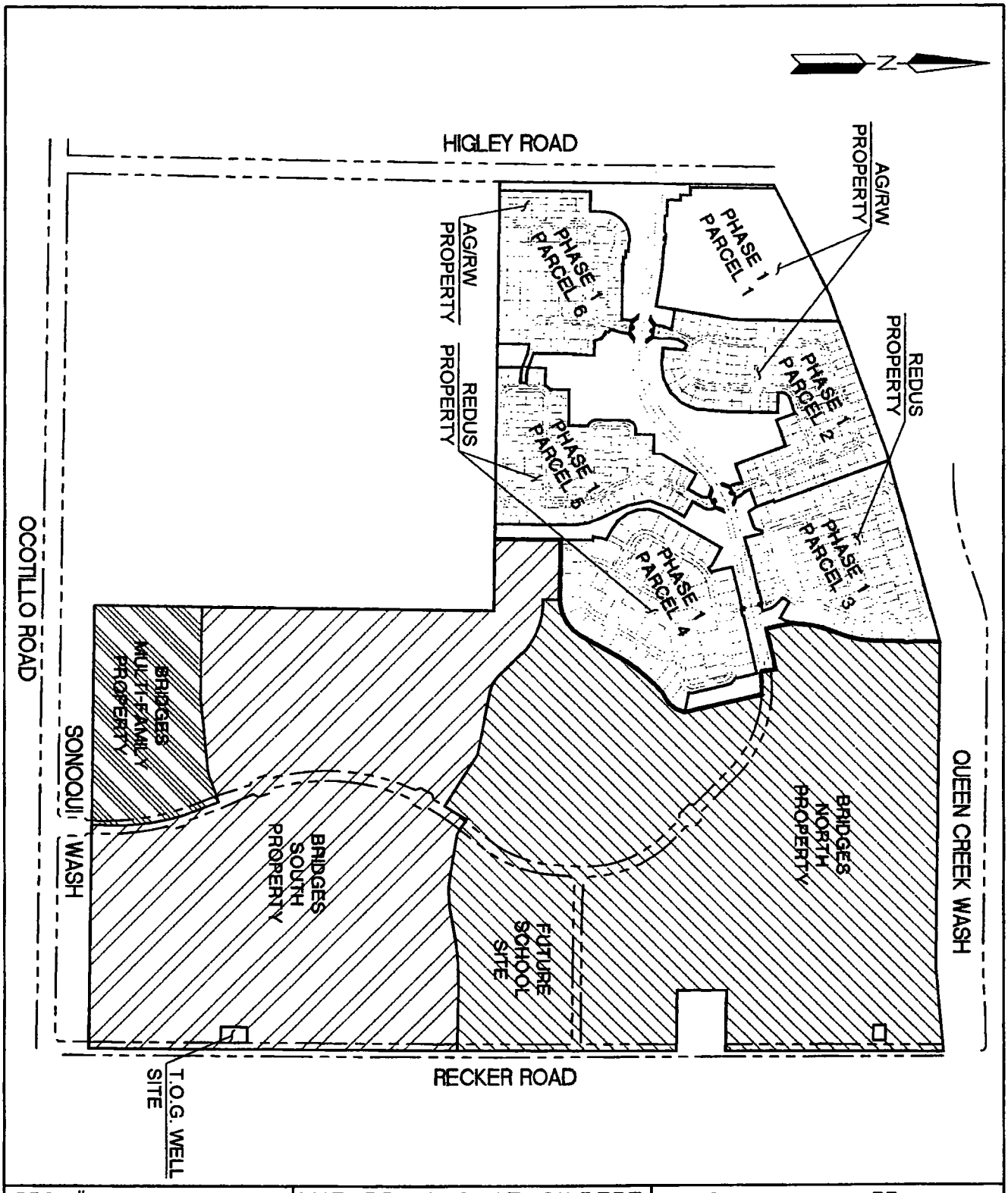
Lots 1 through 88 of Parcel 3, inclusive, of The Bridges at Gilbert Phase I according to the final Plat of The Bridges at Gilbert Phase I Parcel 3 Amended recorded in Book 867 of Maps, Page 11, thereof and at Instrument No. 2006-1226558, Official Records of Maricopa County, Arizona;

AND

Lots 1 through 72, inclusive of Parcel 4, The Bridges at Gilbert Phase I according to the final Plat of The Bridges at Gilbert Phase I Parcel 4 Amended recorded in Book 867 of Maps, Page 12, thereof and at Instrument No. 2006-1226579, Official Records of Maricopa County, Arizona;

AND

Lots 1 through 99, inclusive of Parcel 5, The Bridges at Gilbert Phase I according to the final Plat of The Bridges at Gilbert Phase I Parcel 5 recorded in Book 867 of Maps, Page 13, thereof and at Instrument No. 2006-1226625, Official Records of Maricopa County, Arizona.



PROJ.#:	1127	THE BRIDGES AT GILBERT	hilgartwilson
DATE:	DEC. 2011	GILBERT, ARIZONA	ENGINEERS·PLANNERS·SURVEYORS
SCALE:	N.T.S.	DEVELOPMENT MAP EXHIBIT 6	1661 E. CAMELBACK RD., STE. 275
DRAWN BY:	JDR		PHOENIX, AZ 85016
CHECKED BY:	NL		PH 602.490.0535 FAX 602.325.0161

FINDINGS OF FACT

Z13-06 – Bridges PAD PHASE 1 PARCEL 1

1. The proposed zoning amendment conforms to the General Plan as amended, by the Santan Character Area, or other plan and any overlay zoning district.
2. All required public notice has been conducted in accordance with applicable state and local laws.
3. All required public meetings and hearings have been held in accordance with applicable state and local laws.
4. The proposed rezoning supports the Town's strategic initiative for Community Livability. It supports the motto "Gilbert: Clean, Safe, Vibrant."

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20130530649 06/10/2013 04:35 N
ELECTRONIC RECORDING
Gilbert840-10-1-1--

When recorded mail to:

Town of Gilbert
Town Clerk
50 East Civic Center Drive
Gilbert AZ 85296

This area reserved for County Recorder

CAPTION HEADING
Ordinance 2432

DO NOT REMOVE

Exhibit 2, 3 and 4 were adopted with and are incorporated into Ordinance 2432 and is available for viewing in the Office of the Town Clerk, Town of Gilbert, 50 East Civic Center Drive Gilbert AZ 85296.

Exhibit 2	Zoning Map
Exhibit 3	Development Plan
Exhibit 4	Development Agreement