

WHEN RECORDED, RETURN TO:

City of Tolleson
City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

RESOLUTION NO. 2596

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, On or about December 21, 1999, the City of Tolleson ("City") entered into a development agreement with Grandilla (Arizona), Inc., an Arizona corporation, Foot Creek Corporation of Arizona, an Arizona corporation, John C. Lincoln Health Network, an Arizona non-profit corporation, The First Presbyterian Church of Phoenix, an Arizona nonprofit corporation, American Cancer Society/Southwest Division, Inc., an Arizona nonprofit corporation, and the Heard Museum, an Arizona nonprofit corporation (collectively the "Non City Parties"), which development agreement was recorded with the Maricopa County Recorder on January 21, 2000 at **2000-0050698** (the "Development Agreement"); and

WHEREAS, Village at Paseo de Lucas, LLC is the successor in interest to the Non City Parties to the Development Agreement; and

WHEREAS, all of the obligations under the Development Agreement have been fulfilled; and

WHEREAS, pursuant to A.R.S. §9-500.05(C), a development agreement may be terminated by the mutual agreement of the parties or their successors and assigns; and

WHEREAS, the City and Village at Paseo de Lucas, LLC now desire to terminate the Development Agreement and release the Property from the obligations thereunder; and

WHEREAS, the City Council of the City of Tolleson finds that terminating said Development Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby adopted and incorporated as if fully set forth herein.

Section 2. The Termination and Release of Development Agreement is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. The City Clerk is hereby authorized and directed to record a copy of the Termination and Release of Development Agreement with the Maricopa County Recorder not later than ten days from the date of this Resolution.

Section 5. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 25th day of March, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2596 was duly passed and adopted by the Mayor and Council of the City of Tolleson, Arizona, at the Regular City Council Meeting held on March 25, 2025, that the vote thereon was ____ ayes, ____ nays, and that the Mayor and ____ Council Members were present thereat.

Crystal Zamora, City Clerk
City of Tolleson, Arizona

EXHIBIT A

TO

RESOLUTION NO. 2596

[Termination and Release of Development Agreement]

See following pages.

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City of Tolleson
9055 W. Van Buren Street
Tolleson, Arizona 85353

TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

RECITALS

WHEREAS, On or about December 21, 1999, the City of Tolleson ("City") entered into a development agreement with Grandilla (Arizona), Inc., an Arizona corporation, Foot Creek Corporation of Arizona, an Arizona corporation, John C. Lincoln Health Network, an Arizona non-profit corporation, The First Presbyterian Church of Phoenix, an Arizona nonprofit corporation, American Cancer Society/Southwest Division, Inc., an Arizona nonprofit corporation, and the Heard Museum, an Arizona nonprofit corporation (collectively the "Non City Parties"), which development agreement was recorded with the Maricopa County Recorder on January 21, 2000 at **2000-0050698** (the "Development Agreement") regarding certain real property located in the City of Tolleson legally described on Exhibit A attached hereto and made a part hereof by this reference (the "Property") ; and

WHEREAS, Village at Paseo de Lucas, LLC is the successor in interest to the Non City Parties to the Development Agreement; and

WHEREAS, all of the obligations under the Development Agreement have been fulfilled; and

WHEREAS, pursuant to A.R.S. §9-500.05(C), a development agreement may be terminated by the mutual agreement of the parties; and

WHEREAS, the City and Village at Paseo de Lucas, LLC now desire to terminate the Development Agreement and release the Property from the obligations thereunder; and

NOW, THEREFORE, for good and valuable mutual consideration, the City and Village at Paseo de Lucas, LLC now agree to terminate the Development Agreement and release the Property from all covenants running with the land pursuant to Section 5.8 thereof.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES BEGIN ON THE NEXT PAGE]

VILLAGE AT PASEO DE LUCES, a Delaware Limited Liability Company

By: _____

Its: _____

STATE OF _____)
) ss.
County of _____)

This instrument was subscribed, sworn to, and acknowledged before me this ____ day of
_____ 2025, by _____, a _____ on behalf of
_____, an _____.

Notary Public

My Commission Expires:

EXHIBIT "A"LOT 18

A parcel of land lying within Section 8, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the northeast corner of Section 8;

Thence along the north line of said Section 8, South 89 degrees 18 minutes 52 seconds West 33.45 feet;

Thence South 00 degrees 41 minutes 08 seconds East 33.00 feet to the POINT OF BEGINNING;

Thence South 00 degrees 05 minutes 49 seconds West along a line parallel with and 33.00 feet west of the east line of said Section 8 a distance of 1190.94 feet;

Thence North 89 degrees 54 minutes 11 seconds West 1152.19 feet;

Thence North 00 degrees 05 minutes 49 seconds East 1175.20 feet;

Thence North 89 degrees 18 minutes 52 seconds East along a line parallel with and 33.00 feet south of the north line of said Section 8 a distance of 1152.30 feet to the POINT OF BEGINNING.

Encloses 1,363,119 square feet or 31.29 acres more or less.

LOT 19

A parcel of land lying within Section 4, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the southwest corner of Section 4;

Thence along the west line of said Section 4, North 00 degrees 03 minutes 48 seconds East 33.07 feet;

Thence South 89 degrees 56 minutes 12 seconds East 33.00 feet to the POINT OF BEGINNING;

Thence North 00 degrees 03 minutes 48 seconds East along a line parallel with and 33.00 feet east of the west line of said Section 4 a distance of 1286.94 feet;

Thence North 89 degrees 59 minutes 49 seconds East 1288.69 feet;

Thence South 00 degrees 05 minutes 53 seconds West 1285.63 feet;

Thence South 89 degrees 56 minutes 20 seconds West along a line parallel with and 33.00 feet north of the south line of said Section 4 a distance of 1287.91 feet to the POINT OF BEGINNING.

Encloses 1,657,115 square feet or 38.04 acres more or less.

LOT 20

A parcel of land lying within Section 9, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the northwest corner of Section 9;

Thence along the west line of said Section 9, South 00 degrees 05 minutes 49 seconds West 79.91 feet;

Thence South 89 degrees 54 minutes 11 seconds East 33.00 feet to the POINT OF BEGINNING;

Thence North 89 degrees 56 minutes 20 seconds East 37.00 feet;

Thence North 56 degrees 57 minutes 43 seconds East 23.88 feet;

Thence North 00 degrees 05 minutes 49 seconds East 34.00 feet;

Thence North 89 degrees 56 minutes 20 seconds East along a line parallel with and 33.00 feet south of the north line of said Section 9 a distance of 1077.27 feet;

Thence South 00 degrees 12 minutes 32 seconds West 1955.69 feet;

Thence South 89 degrees 41 minutes 29 seconds West 1130.47 feet;

Thence North 00 degrees 05 minutes 49 seconds East along a line parallel with and 33.00 feet east of the west line of said Section 9 a distance of 1913.55 feet to the POINT OF BEGINNING.

Enclosing 2,214,725 square feet or 50.84 acres more or less.