



**NOTICE OF REGULAR MEETING  
OF THE GUADALUPE TOWN COUNCIL**

**THURSDAY, AUGUST 10, 2023  
6:00 P.M.**

**GUADALUPE TOWN HALL  
9241 SOUTH AVENIDA DEL YAQUI, COUNCIL CHAMBERS  
GUADALUPE, ARIZONA**

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Esteban F. V. Fuerte  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

Anita Cota Soto  
Councilmember

Agendas/Minutes:  
[www.guadalupeaz.org](http://www.guadalupeaz.org)

Town Council Chambers  
9241 S. Avenida del Yaqui  
Guadalupe, AZ 85283  
Phone: (480) 730-3080  
Fax: (480)-505-5368

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, August 10, 2023, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona. Meetings are streamed live on the Town of Guadalupe Facebook page. <https://www.facebook.com/guadalupeaz.org>

**AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
  - 1. Approval of the July 27, 2023, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATION:
  - Child Support Awareness Month Proclamation
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
  - 1. **MARICOPA COUNTY SHERIFF'S OFFICE UPDATE:** Council will receive an update from representatives from the Maricopa County Sheriff's Office regarding public safety in the Town of Guadalupe. Council may provide direction to the Town Manager / Clerk. (There is no material for this item)
  - 2. **REAL PROPERTY PURCHASE FOR PUBLIC RIGHT-OF- WAY (RESOLUTION R2023.12):** Council will consider and may take action to adopt Resolution R2023.12 authorizing the Mayor, or designee, to execute an agreement to purchase Real Property for public Right-Of-Way located at 9645 S Calle Vaou Nawi, Guadalupe, AZ, APN 301-44-010M from Pedro Parra Quintero and Eva H. Quintero, property owners. Council may provide direction to the Town Manager / Clerk.



Valerie Molina  
Mayor

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3. **REAL ESTATE PROPERTY PURCHASE AGREEMENT FOR PUBLIC RIGHT-OF- WAY:** Council will consider and may take action to approve an Agreement (C2023-22) authorizing the Mayor, or designee, to sign any and all documents necessary for transmittal of \$10,100.00 from the Town of Guadalupe to Pedro Parra Quintero and Eva H. Quintero, property owners, for the purchase Real Property for Public Right-of-way located at 9645 S Calle Vauo Nawi, Guadalupe, AZ, APN 301-44-010M. Council may provide direction to the Town Manager / Clerk.

4. **THE RICHMAN GROUP AGREEMENT:** Council will receive an update from The Richman Group representatives regarding their development proposal for Town-owned properties locate at located at the northwest, northeast and southeast corners of Avenida del Yaqui and Guadalupe Road. The proposal includes 3,000 square feet of retail, 5,000 square feet of community space, and 230 affordable homes. Council may provide direction to the Town Manager / Clerk.

5. **CONTRACT – PLANNING AND DEVELOPMENT CONSULTING SERVICES AGREEMENT:** Council will consider and may take action to authorize the Mayor, or designee, to enter into a Consulting Services Agreement (C2023-23) for Planning and Development Services between the Town of Guadalupe and Anaradian & Associates, LLC. The total contract shall not exceed \$42,000 annually with an hourly rate of \$125/hour, and not to exceed \$3,500 monthly. The initial contract term is July 1, 2023 – June 30, 2024, with an option for two additional consecutive one-year renewals. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



August 4, 2023

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **August 10, 2023, Town Council Regular Meeting Information Report**

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The purpose of this report is to provide brief information regarding each agenda item.

**Agenda Items:**

**D1. July 27, 2023, REGULAR COUNCIL MEETING MINUTES (PAGES 6 – 7)**

**F1. CHILD SUPPORT AWARENESS MONTH PROCLAMATION (PAGE 8)**

**G1. MARICOPA COUNTY SHERIFF'S OFFICE UPDATE (NO MATERIAL):** Council will receive an update from representatives from the Maricopa County Sheriff's Office regarding public safety in the Town of Guadalupe. Council may provide direction to the Town Manager / Clerk.

**G2. & G3. REAL PROPERTY PURCHASE FOR PUBLIC RIGHT-OF-WAY RESOLUTION AND PURCHASE AGREEMENT: (PAGES 9 – 24):** Council will consider and may take action to adopt Resolution R2023.12 (agenda item G2.) and purchase agreement C2023.22 (agenda item G3.) to purchase Real Property located at 9645 S Calle Vauro Nawi, Guadalupe, AZ, APN 301-44-010M for public Right-Of-Way.

Background: The property owners, the Quintero family, approached the Town seeking a lot split for property 301-44-010M. In reviewing this request, a unique situation was discovered where private property is being used for public access. As a result, the Quintero family and Town staff agreed to the proposed purchase agreement that includes four conditions:

1. Purchase price: \$10,100.00 for 5,050 square feet of property (10 feet by 505 feet) for use as public right-of-way for roadway access.
2. After recording of fully executed Warranty Deed, Town to initiate a name change from Calle Vauro Nawi to Calle Quintero for the subject right-of-way.
3. The existing fence will remain intact.
4. The Town Engineer will identify potential roadway improvements, to include sidewalk and fire hydrants, and include these in the Town's list of capital improvement projects for funding consideration between 2024-2034. Funding may be contingent on grant opportunities.

Funds for this proposed purchase are available in the adopted FY24 annual budget where \$75,000, in the Capital Improvement Program cost center, is allocated to property purchases. The proposed purchase agreement is attached for review. The included PowerPoint presentation provides an overview of the proposed real property purchase agreement.

Town staff recommends approval of Resolution R2023.12 and purchase agreement C2023.22.

**G4. THE RICHMAN GROUP AGREEMENT (PAGES 25 – 48):** Council will receive an update from The Richman Group representatives regarding their development proposal for Town-owned properties located at the northwest, northeast and southeast corners of Avenida del Yaqui and Guadalupe Road. The proposal includes 3,000 square feet of retail, 5,000 square feet of community space, and 230 affordable homes.

Background:

The Town Council, at the December 8, 2022, meeting, approved the solicitation of a Request for Proposals (RFP) for the lease and/or purchase and development of certain town owned property. These properties are:

Site	Address/Location	Zoning	Parcel No.	Lot Size Sq Ft	Building Y/N	Bldg Sq. Ft.
<b>A</b>	NEC Avenida del Yaqui and Guadalupe	C-1	301-06-373	121,968	N	NA
<b>B</b>	9050 S Avenida del Yaqui	C-1	301-12-121	14,810	N	N/A
<b>C</b>	NWC Avenida del Yaqui and Guadalupe	C-1	301-12-113	28,488	N	N/A
<b>D</b>	9241 S Avenida del Yaqui – Mercado	C-2	A portion of 301-44-022N	Approx. 120,000	Y	22,000



The Richman Group was selected by the evaluation panel to advance in the process. The Richman Group presented their proposal at the March 9, 2023, Town Council meeting, where the Town Council unanimously approved an Exclusivity Agreement with the Richman Group, attached. Presently, The Richman Group is refining the initial proposal in an effort to present a Development Agreement to the Town for Town Council approval, as directed at March 9, 2023 meeting.

The Richman Group presentation is attached.

**G5. CONSULTING SERVICES AGREEMENT – PLANNING AND DEVELOPMENT SERVICES (PAGES 49 – 56):** Council will consider and may take action to authorize the Mayor, or designee, to enter into a Consulting Services Agreement (C2023-23) for Planning and Development Services between the Town of Guadalupe and Anaradian & Associates, LLC. The total contract shall not exceed \$42,000 annually with an hourly rate of \$125/hour, and not to exceed \$3,500 monthly. This is the second contract with Anaradian & Associates, the original contract expired June 30, 2023. The initial term of this proposed agreement begins July 1, 2023, and terminates June 20, 2024 (FY24) and includes two one-year consecutive renewals (FY25 and FY26), if agreeable to both parties.

Scope of services include:

- “Development Plan Review services in support of the administration of the Town of Guadalupe, Arizona’s Code of Ordinances, Title XV: LAND USAGE.”
- “Proposed text amendments to Chapter 154: Zoning of Title XV: LAND USAGE of the Guadalupe, Arizona Code of Ordinances
- “Supporting Code Exhibits”
- “Town’s First General Plan”
- Town Council as directed by the Town’s Representative.
- “Development Agreements”
- “Training and Consultation for Land Use Staff”

Funds for this contract were adopted as part of the FY24 annual budget in the Community Development General Fund cost center. The contract is attached for review. Council may provide direction to the Town Manager / Clerk.



# Minutes Town Council Regular Meeting July 27, 2023

Minutes of the Guadalupe Town Council Regular Meeting held on July 27, 2023, at 6:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Esteban F. V. Fuerte  
Councilmember

Elvira Osuna  
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A. Vice Mayor Ricardo Vital called the meeting to order at 6:02 p.m.

## B. ROLL CALL

Councilmembers Present: Councilmember Elvira Osuna

Councilmembers Present via Zoom: Vice Mayor Ricardo Vital, Councilmember Anita Cota Soto, Councilmember Joe Sánchez, and Councilmember Mary Bravo

Staff Present: Jeff Kulaga – Town Manager / Clerk and Rocio Ruiz – Deputy Town Clerk

Staff Present via Zoom: Dave Ledyard – Town Attorney

## C. INVOCATION/PLEDGE OF ALLEGIANCE

Vice Mayor Vital stated that he would like to observe a moment of silence to honor all the tragic deaths and to acknowledge everyone who was mourning the loss of a loved one. Vice Mayor Vital then led the Pledge of Allegiance.

## D. APPROVAL OF MINUTES

1. Approval of the July 13, 2023, Town Council Regular Meeting Minutes.

**Motion by Councilmember Soto to approve agenda item D1; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.**

1. Councilmembers approved the July 13, 2023, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: No members of the public spoke.

F. MAYOR and COUNCIL PRESENTATION: None.

## G. DISCUSSION AND POSSIBLE ACTION ITEMS:

### 1. CLAIMS:

Vice Mayor Vital stated Council will consider and may take action to approve the checks registered for May 2023, totaling \$588,863.79.

**Motion by Councilmember Soto to approve agenda item G1; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.**

Councilmembers approved the check register for May 2023, totaling \$588,863.79.

## H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk – No Comment.



Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

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## I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- o Expressed her sadness and compassion for all the tragedy and the affected families.

Councilmember Sánchez

- o Thanked staff for well wishes during his recovery.

Councilmember Soto

- o Expressed condolences to all families mourning from this month's losses.
- o Asked community to continue to support each other.

Councilmember Osuna

- o Expressed her sadness for the suffering of the community due to the loss of loved ones and extended condolences.
- o Urged the community to check on elders due to extreme heat.
- o Urged the community to call the MCSO Tip Hotline to report crimes around the community.

Vice Mayor Vital

- o Wished peace to the community and asked that residents work together and report any information to the MCSO Tip Hotline.

## J. ADJOURNMENT

**Motion by Councilmember Soto to adjourn the Regular Council Meeting; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.**

The meeting was adjourned at 6:11 p.m.

\_\_\_\_\_  
Valerie Molina, Mayor

ATTEST:

\_\_\_\_\_  
Jeff Kulaga, Town Manager / Town Clerk

## CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the July 27, 2023, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

\_\_\_\_\_  
Jeff Kulaga, Town Manager / Town Clerk



# Child Support Awareness Month

**WHEREAS**, the Town of Guadalupe continues its unwavering support for the well-being and prosperity of its children and families, and recognizes the significance of August as Child Support Awareness Month; and

**WHEREAS**, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

**WHEREAS**, the Department of Economic Security Division of Child Support Services (DCSS), remains committed to advocating for shared parenting responsibilities, valuing the involvement of both parents in their child's life, regardless of marital status; and

**WHEREAS**, empowering individuals and families through financial responsibility strengthens the safety net for children, creating stability, and better opportunities for their future; and

**WHEREAS**, we proudly honor dedicated parents who actively engage with their children and consistently contribute to child support payments, safeguarding the future of the next generation.

**NOW THEREFORE**, be it resolved that on behalf of the Town Council of the Town of Guadalupe, Town of Guadalupe residents, and Town staff, I hereby declare

The month of *August 2023* as "*Child Support Awareness Month*" in the Town of Guadalupe.

Signed this 10<sup>th</sup> day of August, 2023

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Valerie Molina, Mayor

RESOLUTION NO. R2023.12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN PEDRO PARRA QUINTERO AND EVA H. QUINTERO (THE "OWNERS") AND THE TOWN OF GUADALUPE, A MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS MAYOR AND TOWN COUNCIL, (THE "TOWN"), TO PURCHASE REAL PROPERTY FOR PUBLIC RIGHT-OF-WAY LOCATED AT 9645 S CALLE VAUO NAWI, GUADALUPE AZ, APN 301-44-010M, (THE "PROPERTY").

WHEREAS, Maricopa County Arizona Assessor's records indicate the PROPERTY is located at 9645 S Calle Vaou Nawi within the TOWN corporate limits, identified as Assessor's Parcel 301- 44-010M. The general description and legal description of PROPERTY are attached hereto as Exhibit A and Exhibit B, respectively; and

WHEREAS, the purchase price for a portion of the PROPERTY is \$10,100.00 for 5,050 square feet of real property for use as public right-of-way for roadway access; and

WHEREAS, after recording of fully executed Warranty Deed, the TOWN will initiate a name change from Calle Vaou Nawi to Calle Quintero for the subject right-of-way; and

WHEREAS, the existing fence will remain intact; and

WHEREAS, the TOWN Engineer will identify potential roadway improvements, to include sidewalk and fire hydrants, and include these in the TOWN's list of capital improvement projects for funding consideration between 2024-2034 which may be contingent funding and grant opportunities.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

The Mayor, or designee, is authorized and directed to execute an agreement between the Pedro Parra Quintero and Eva H. Quintero (OWNERS) and the Town of Guadalupe (TOWN), to purchase of 5,050 square feet of real property for public right-of-way located at 9645 S Calle Vaou Nawi, Guadalupe AZ, APN 301-44-010M. Adoption of this resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, THIS 10<sup>th</sup> DAY OF AUGUST, 2023.

\_\_\_\_\_  
Valerie Molina, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Jeff Kulaga  
Town Manager/Clerk

\_\_\_\_\_  
David E. Ledyard, Esq.  
FAITH, LEDYARD & FAITH, PLC  
Town Attorneys



5. **TITLE INSURANCE:** At the Purchaser's discretion, Seller, at Seller's expense, shall furnish Purchaser Title Insurance in amount equal to the purchase price, insuring merchantable title to the real property in the Purchaser's name, without title reservations, free and clear of all liens and encumbrances except: zoning ordinances, building and use restrictions, reservations in federal patents, beneficial utility easements apparent or of record, easements of record, Special Improvement Districts (including rural SIDs) if any. In the event that Seller cannot provide merchantable title by the time of closing, at the election of Purchaser, this contract will terminate and the earnest money shall be returned to the Purchaser.
6. **CONTINGENCIES:** A "contingency" is any portion of this Agreement (or any addendum hereto which has been signed by both parties) that indicates that it is contingent on some condition or on the happening of some event. The transaction shall proceed to closing only after all contingencies are released, waived, or satisfied in writing. In the event that this Agreement is terminated due to a contingency listed herein, except for the Appraisal Contingency, that is not released, waived, or satisfied, then the earnest money will be returned to the Purchaser, this Agreement shall terminate, and the Seller shall have no remedy against the Purchaser. In the event that Purchaser terminates this agreement as a result of the Appraisal Contingency listed below, then Seller shall retain the earnest money, this agreement shall terminate, and Seller shall have no other remedy against the Purchaser. Nothing contained herein shall prevent the Seller and Purchaser from negotiating a resolution of a dispute with a written modification of this Agreement.

This Agreement is contingent upon the Purchaser's independent investigation of the following conditions relating to the property, including but not limited to; covenants; zoning; access; easements; well depths; septic and sanitation restrictions; surveys or other means of establishing the corners and boundaries; special improvement districts; restrictions affecting use (floodplains, Planning Board issues, etc.); special building requirements; future assessments; utility hook up and installation costs; environmental hazards; building inspection; protective covenants; access; unrecorded contract interest, including leases; legal advice; or anything else Purchaser deems appropriate.

**APPRAISAL CONTINGENCY:** This Agreement is also contingent upon the review and approval by Purchaser of an appraisal of the subject property. The property must appraise for at least the purchase price stated above. If the property does not appraise for at least the specified amount, then the transaction is terminated unless the Purchaser, in its sole discretion, elects to proceed with the transaction without regard to the appraised value. Written notice of Purchaser's election to proceed shall be given to Seller within ten (10) days of Purchaser receiving notice of the appraised value of the property.

**SURVEY and ENVIRONMENTAL CONTINGENCY:** Additionally, this agreement is contingent upon a review and approval by Purchaser's Survey Division of any survey conducted on or for the acquisition of the subject property. Additionally it is contingent upon review and approval of Purchaser's Environmental Division pertaining to hazardous materials on site, Historical and Culturally significant sites, and Wetlands.

Additional Contingencies: **None.**

7. **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property by any cause is assumed by SELLER through the time of closing.
8. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement and all clauses herein.
9. **FACSIMILE:** The parties agree that a facsimile copy of this Agreement, which contains the parties' signatures, may be used as the original.
10. **COUNTERPARTS:** A copy of this document may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full complete contract between the parties.
11. **EARNEST MONEY DISPUTES:** Purchaser and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by the closing agent, unless mutual written instructions are received by the holder of the earnest money and things of value, closing agent shall not be required to take any action, but may

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

await any proceedings, or at closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a court of competent jurisdiction.

12. **ALTERNATIVE DISPUTE RESOLUTION:** At any time, the parties may agree to submit a dispute arising out of this transaction to mediation or arbitration. The parties, by agreement, shall specify mediation OR binding arbitration. The cost of the alternative dispute resolution shall be paid equally by the parties.
13. **ADDITIONAL PROVISIONS:** 1) After recording of fully executed Warranty Deed, Purchaser will work with Town Manager to initiate a name change from Calle Vauo Nawi to Calle Quintero petition for the subject right-of-way. 2) The existing fence will remain intact. 3) The Town Engineer will identify potential roadway improvements, to include sidewalk and fire hydrants, and include these in the Town's list of capital improvement projects for funding consideration between 2024-2034. Funding may be contingent on grant opportunities.
14. **DEFAULT BY PURCHASER:** If Purchaser fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Purchaser as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.
15. **DEFAULT BY SELLER:** If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Purchaser, at the option of the Purchaser, shall be returned to the Purchaser on demand; or the Purchaser shall have only the right of specific performance.
16. **CONSENT TO DISCLOSE INFORMATION:** Purchaser and Seller hereby consent to the procurement and disclosure by the Purchaser, Seller and agents thereof to any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for the review of contracts, deeds, trust indentures, or similar documents concerning this property or underlying obligations pertaining thereto.
17. **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors, personal representatives, distributees, and assigns of each of the parties hereto: however, Purchaser's rights under this Agreement are not assignable without the Seller's express written consent.
18. **CLOSING DATE:** This contract shall be closed on or before **October 11, 2023**. If needed for the discharge and release of contingencies, the closing date shall be extended up to thirty days. Seller and Purchaser may agree in writing to additional extensions of the closing date. Seller and Purchaser will deposit with the closing agent all instruments and monies necessary to complete the purchase in accordance with this Agreement.
19. **CLOSING COSTS:** Each party shall pay the attorney's fees and costs incurred by that party. Each party shall pay the recording costs necessary for their interests. Seller shall pay the cost of title insurance as set forth in this document. Purchaser shall pay all costs of inspection, including the cost of the appraisal.
20. **POSSESSION:** Possession shall be delivered to Purchaser at closing.
21. **ADDENDUM ATTACHED:**       Yes       No
22. **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Purchaser and supersedes any other written or oral agreements between Seller and Purchaser. This Agreement can be modified only in writing, signed by the Seller and Purchaser.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

**SELLER:**

Seller’s Statement: We understand that we are required by law to provide our correct taxpayer identification number(s) to the Town of Guadalupe and that failing to comply may subject us to civil and criminal penalties. We agree to provide our **correct** taxpayer identification number(s) by submitting a completed and signed W-9 or W-8 form. We further agree and authorize the Town to process the payments outlined in this agreement by withholding a percentage of the payments as required by the IRS if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.

**PURCHASER: TOWN OF GUADALUPE:**

\_\_\_\_\_ Date: 8/10/2023  
Jeff Kullaga, Town Manager/Clerk

\_\_\_\_\_ Date: 8/10/2023  
David E. Ledyard, Town Attorney as to Form of Agreement

**SELLER: Pedro Parra Quintero and Eva H. Quintero**

\_\_\_\_\_ Date: \_\_\_\_\_  
Owner or Legally Authorized Representative

STATE OF ARIZONA – County of Maricopa

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_,  
Whose identity was proven to me on the basis of satisfactory evidence to be the person he/she claims to be, and  
acknowledged that he/she signed the above/attached document.

\_\_\_\_\_  
Notary Public, Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Seller’s Initials \_\_\_\_\_

Purchaser’s Initials \_\_\_\_\_

**Exhibit A: Highlighted Map:**

Property Address: 9645 S. Calle Vauo Nawi, Guadalupe, AZ

Assessor Parcel Number (APN): 301-44-010M

Property Owner: Pedro Parra Quintero And Eva H Quintero Revocable Living Trust

301-44-010M	
<b>Owner Information</b>	
Owner Name:	PEDRO PARRA QUINTERO AND EVA H QUINTERO REVOCABLE LIVING TRUST
Property Address:	9645 S CALLE VAUO NAWI GUADALUPE 85283
Mailing Address:	9645 S CALLE VAUO NAWI GUADALUPE AZ USA 85283
Deed Number:	20201099442
Sale Date:	
Sale Price:	\$
<b>Property Information</b>	
Lat/Long:	33.338105, -111.957353
S/T/R:	9 15 4E
Jurisdiction:	GUADALUPE
Zoning:	R1-9
PUC:	0111
Lot Size (sq ft):	16,741.00
MCR #:	31-37
Subdivision:	RANCHITOS PLACE
Lot #:	7
Floor #:	1
Construction Year:	1925
Living Space (sq ft):	759



 Property Purchase: approximately 5,050 s.f. (505' x 10')

 Remaining Private Property: approximately 16,741 s.f.

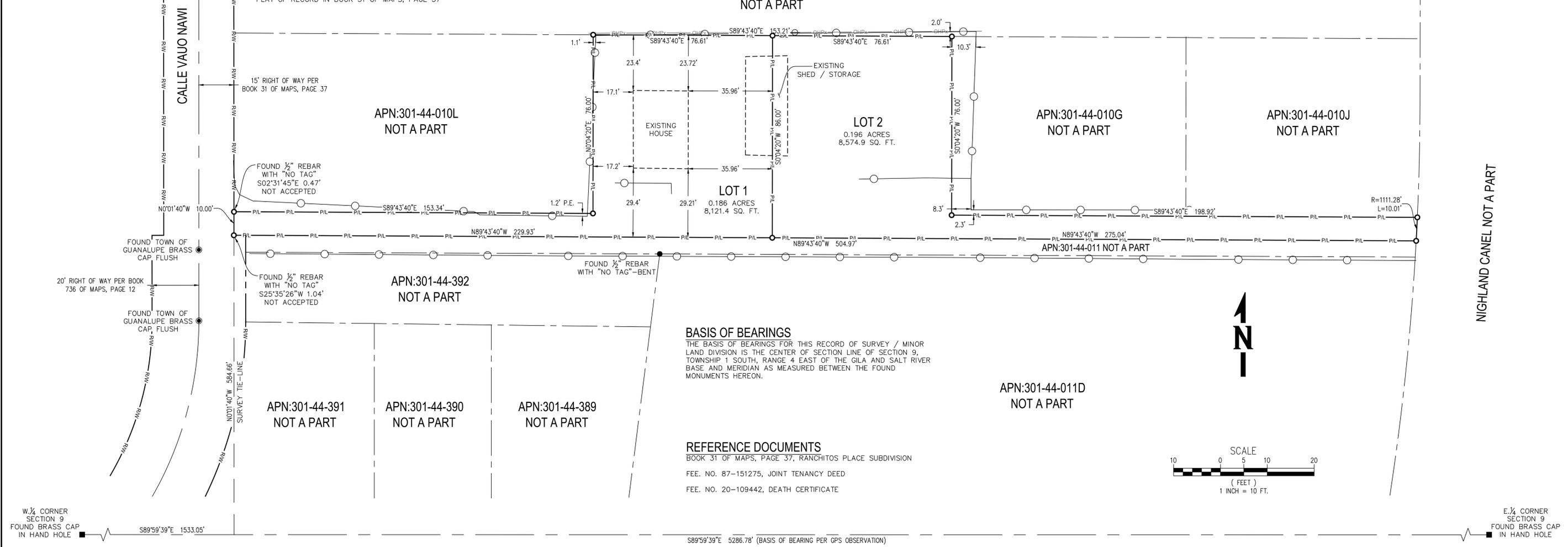
August 10, 2023

Exhibit B

RECORD OF SURVEY / MINOR LAND DIVISION
OF LOT 7 OF RANCHITOS PLACE AS RECORDED IN BOOK 31 OF MAPS, PAGE 37
LOCATED IN A PORTION S.E. 1/4 OF THE N.W. 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA
APN:301-44-010M

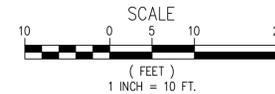
OWNERS OF RECORD:
THE OWNERS OF RECORD OF THE SUBJECT PARCEL
ARE PEDRO PARRA QUINTERO AND EVA H. QUINTERO
AS SHOWN ON DOCUMENT NO. 87-151275, RECORDS
OF MARICOPA COUNTY, ARIZONA.
PARENT PARCEL LEGAL DESCRIPTION
THE WEST 153.21 FEET OF THE EAST 353.21 FEET OF
THE SOUTH 86 FEET OF LOT 7, RANCHITOS PLACE, A
PLAT OF RECORD IN BOOK 31 OF MAPS, PAGE 37

APN:301-44-010K
NOT A PART



BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS RECORD OF SURVEY / MINOR
LAND DIVISION IS THE CENTER OF SECTION LINE OF SECTION 9,
TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN AS MEASURED BETWEEN THE FOUND
MONUMENTS HEREON.

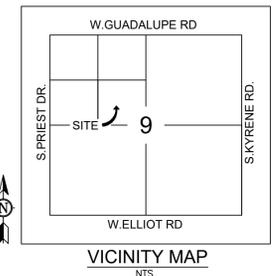
REFERENCE DOCUMENTS
BOOK 31 OF MAPS, PAGE 37, RANCHITOS PLACE SUBDIVISION
FEE. NO. 87-151275, JOINT TENANCY DEED
FEE. NO. 20-109442, DEATH CERTIFICATE



LOT 1
A PORTION OF LOT 7 OF THE RANCHITOS PLACE SUBDIVISION, AS RECORDED IN BOOK 31 OF MAPS, PAGE 37, RECORDS OF
MARICOPA COUNTY, ARIZONA LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9,
TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN.
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9, SAID POINT BEING A BRASS CAP IN HAND HOLE, FROM WHICH
THE EAST QUARTER CORNER OF SAID SECTION 9, BEING A BRASS CAP IN HAND HOLE BEARS SOUTH 89 DEGREES 59 MINUTES
39 SECONDS EAST, A DISTANCE OF 5286.78 FEET;
THENCE SOUTH 89 DEGREES 59 MINUTES 39 SECONDS EAST ALONG THE CENTER OF SECTION LINE OF SAID SECTION 9, A
DISTANCE OF 1533.05 FEET;
THENCE LEAVING SAID CENTER OF SECTION LINE NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 584.66
FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, ALSO BEING A POINT ON THE EASTERLY RIGHT-WAY-LINE OF CALLE
VAUO NAWI AND TRUE POINT OF BEGINNING, SAID POINT BEING A 1/2" REBAR WITH CAP "LS 34405";
THENCE NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 10.00 FEET;
THENCE LEAVING SAID WEST LINE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS EAST, A DISTANCE OF 153.34 FEET;
THENCE NORTH 00 DEGREES 04 MINUTES 20 SECONDS EAST, A DISTANCE OF 76.00 FEET;
THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS EAST, A DISTANCE OF 76.61 FEET;
THENCE SOUTH 00 DEGREES 04 MINUTES 20 SECONDS WEST, A DISTANCE OF 86.00 FEET TO A POINT ON THE SOUTH LINE OF
SAID LOT 7;
THENCE NORTH 89 DEGREES 43 MINUTES 40 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 229.93 FEET TO THE
TRUE POINT OF BEGINNING.

LOT 2
A PORTION OF LOT 7 OF THE RANCHITOS PLACE SUBDIVISION, AS RECORDED IN BOOK 31 OF MAPS, PAGE 37, RECORDS OF MARICOPA COUNTY,
ARIZONA LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 4
EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN.
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9, SAID POINT BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE EAST
QUARTER CORNER OF SAID SECTION 9, BEING A BRASS CAP IN HAND HOLE BEARS SOUTH 89 DEGREES 59 MINUTES 39 SECONDS EAST, A
DISTANCE OF 5286.78 FEET;
THENCE SOUTH 89 DEGREES 59 MINUTES 39 SECONDS EAST ALONG THE CENTER OF SECTION LINE OF SAID SECTION 9, A DISTANCE OF
1533.05 FEET;
THENCE LEAVING SAID CENTER OF SECTION LINE NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 584.66 FEET TO THE
SOUTHWEST CORNER OF SAID LOT 7, ALSO BEING A POINT ON THE EASTERLY RIGHT-WAY-LINE OF CALLE VAUO NAWI;
THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 7, A
DISTANCE OF 229.93 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT 1/2" REBAR WITH CAP "LS 34405";
THENCE LEAVING SAID SOUTH LINE NORTH 00 DEGREES 04 MINUTES 20 SECONDS EAST, A DISTANCE OF 86.00 FEET;
THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS EAST, A DISTANCE OF 76.61 FEET;
THENCE SOUTH 00 DEGREES 04 MINUTES 20 SECONDS WEST, A DISTANCE OF 76.00 FEET;
THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS EAST, A DISTANCE OF 198.92 FEET TO A POINT OF CURVATURE OF A NON-TANGENT
CURVE TO THE RIGHT HAVING A RADIUS OF 1111.28 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A DELTA ANGLE 00 DEGREES 30 MINUTES 58 SECONDS (CHORD BEARING SOUTH 02
DEGREES 51 MINUTES 13 SECONDS WEST) AN ARC DISTANCE OF 10.01 (CHORD DISTANCE OF 10.01 FEET) TO A POINT OF TANGENCY;
THENCE NORTH 89 DEGREES 43 MINUTES 40 SECONDS WEST, A DISTANCE OF 275.04 FEET TO THE TRUE POINT OF BEGINNING.

- LEGEND
● FOUND CITY MONUMENT AS NOTED
● FOUND PROPERTY CORNER MONUMENT AS NOTED
■ FOUND SECTION CORNER MONUMENT AS NOTED
○ SET 1/2" REBAR WITH PLASTIC CAP "LS 34405"
P.E. POTENTIAL ENCROACHMENT
⊕ POWER POLE
--- BUILDING LINE
--- CHAIN LINK FENCE
--- OHPx OVERHEAD POWER
--- PL PROPERTY LINE



LAND SURVEYOR CERTIFICATION
THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE
AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET
OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND
BELIEF.
John H. Ross Jr. P.L.S.# 34405 DATE 06/23/2022
jross@meridiangeomaticsllc.com



RECORD OF SURVEY / MINOR LAND DIVISION
FOR PEDRO QUINTERO
APN:301-44-010M
LOT 7, RANCHITOS PLACE SUBDIVISION, BOOK 31 OF MAPS, PAGE 37, A PORTION OF THE S.E. 1/4 OF THE N.W. 1/4 OF SEC. 9, T. 1S., R.4E., G.&S.R.B.&M
MARICOPA COUNTY, ARIZONA

Table with columns: SHEET INFO (SURVEYED, DRAWN, CHECKED, APPROVED, LAST EDIT, PLOT DATE, SUBMITTAL) and REVISIONS (NO., BY, DATE, REMARKS).





# 9645 S. Calle Vaou Nawi – APN 301-44-010M Real Property Purchase for Public Right Of Way

- **Property Address: 9645 S. Calle Vaou Nawi, Guadalupe, AZ**
- **Assessor Parcel Number (APN): 301-44-010M**
- **Property Owner: Pedro Parra Quintero And Eva H Quintero Revocable Living Trust**



# 9645 S. Calle Vaou Nawi – APN 301-44-010M Real Property Purchase for Public Right Of Way



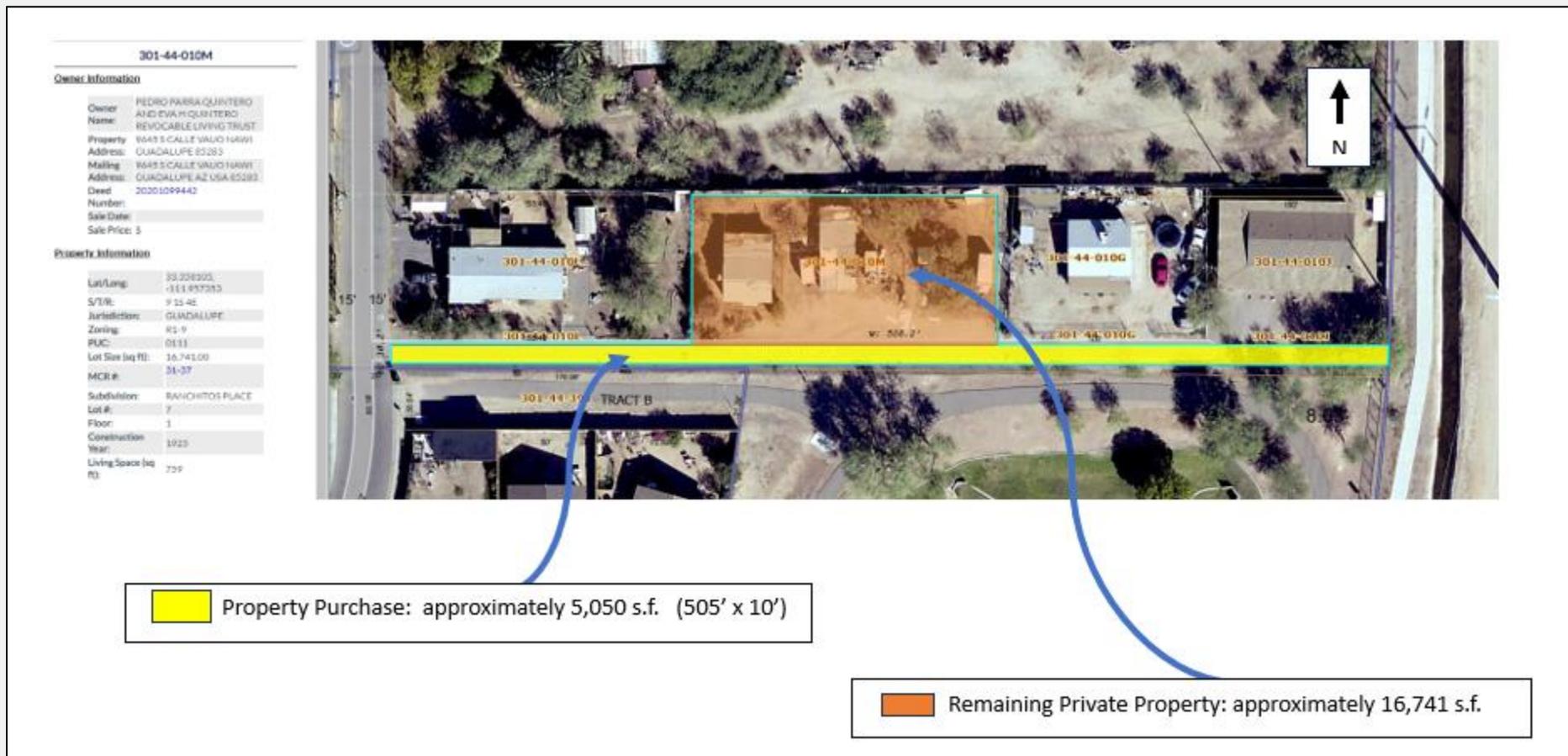
301-44-010M	
<b>Owner Information</b>	
Owner Name:	PEDRO PARRA QUINTERO AND EVA H QUINTERO REVOCABLE LIVING TRUST
Property Address:	9645 S CALLE VAUO NAWI GUADALUPE 85283
Mailing Address:	9645 S CALLE VAUO NAWI GUADALUPE AZ USA 85283
Deed Number:	20201099442
Sale Date:	
Sale Price:	\$
<b>Property Information</b>	
Lat/Long:	33.358105, -111.957353
S/T/R:	9 15 4E
Jurisdiction:	GUADALUPE
Zoning:	R1-9
PUC:	0111
Lot Size (sq ft):	16,741.00
MCR #:	31-37
Subdivision:	RANCHITOS PLACE
Lot #:	7
Floor:	1
Construction Year:	1925
Living Space (sq ft):	759





# 9645 S. Calle Vaou Nawi – APN 301-44-010M Real Property Purchase for Public Right Of Way

## Exhibit A:





# 9645 S. Calle Vaou Nawi – APN 301-44-010M Real Property Purchase for Public Right Of Way

Next Step:



# 9645 S. Calle Vaou Nawi – APN 301-44-010M

## Real Property Purchase for Public Right Of Way



### Terms:

1. Purchase price: \$10,100
2. After recording of fully executed Warranty Deed, Town to initiate a name change from Calle Vaou Nawi to Calle Quintero for the subject right-of-way.
3. The existing fence will remain intact.
4. The Town Engineer will identify potential roadway improvements, to include sidewalk and fire hydrants, and include these in the Town's list of capital improvement projects for funding consideration between 2024-2034. Funding may be contingent on grant opportunities.



# 9645 S. Calle Vaou Nawi – APN 301-44-010M Real Property Purchase for Public Right Of Way

- Street name change



# 9645 S. Calle Vaou Nawi – APN 301-44-010M Real Property Purchase for Public Right Of Way

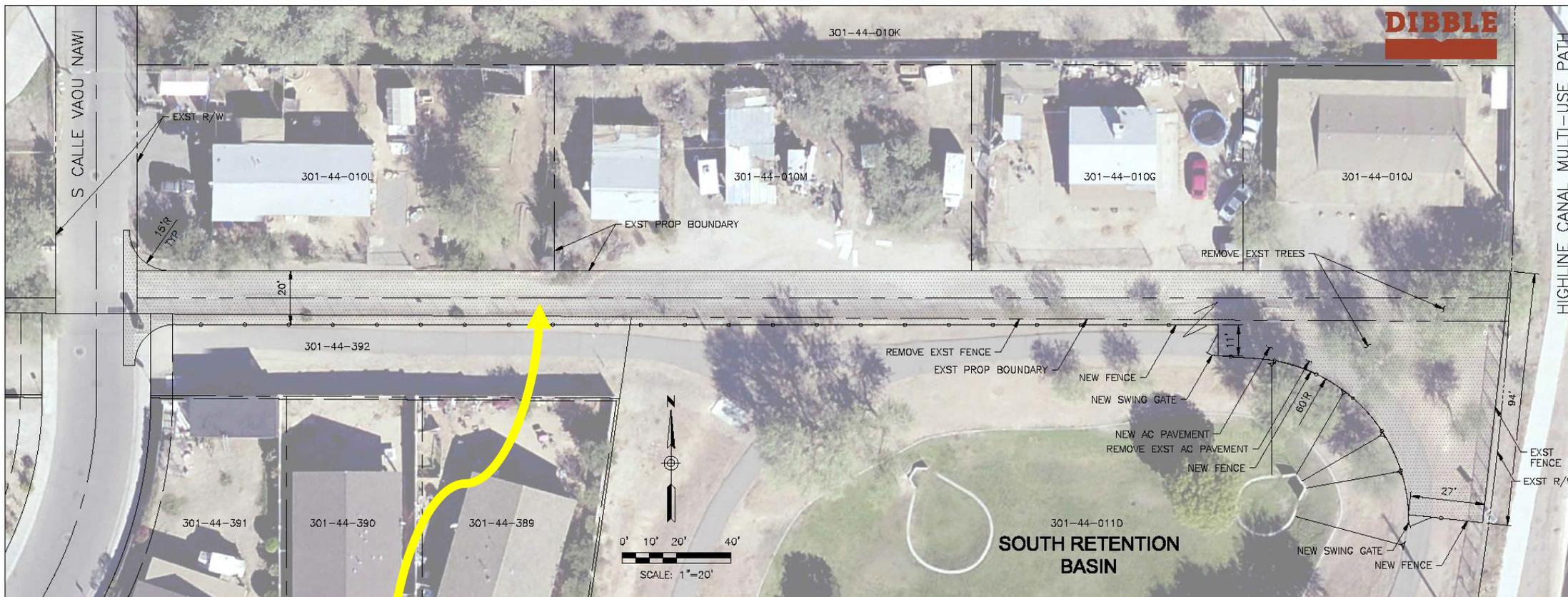


- Existing fence to remain





# 9645 S. Calle Vaou Nawi – APN 301-44-010M Real Property Purchase for Public Right Of Way



- Improve road to proper width and turnaround



# 9645 S. Calle Vaou Nawi – APN 301-44-010M Real Property Purchase for Public Right Of Way

- **Recommendation:**
- Purchase 5,050 s.f. of property for \$10,100
- Complete terms
- For Public Right of Way Use / Road
- Short term: Provides proper access to public road
- Mid term: Improve street and provide emergency access to canal bank

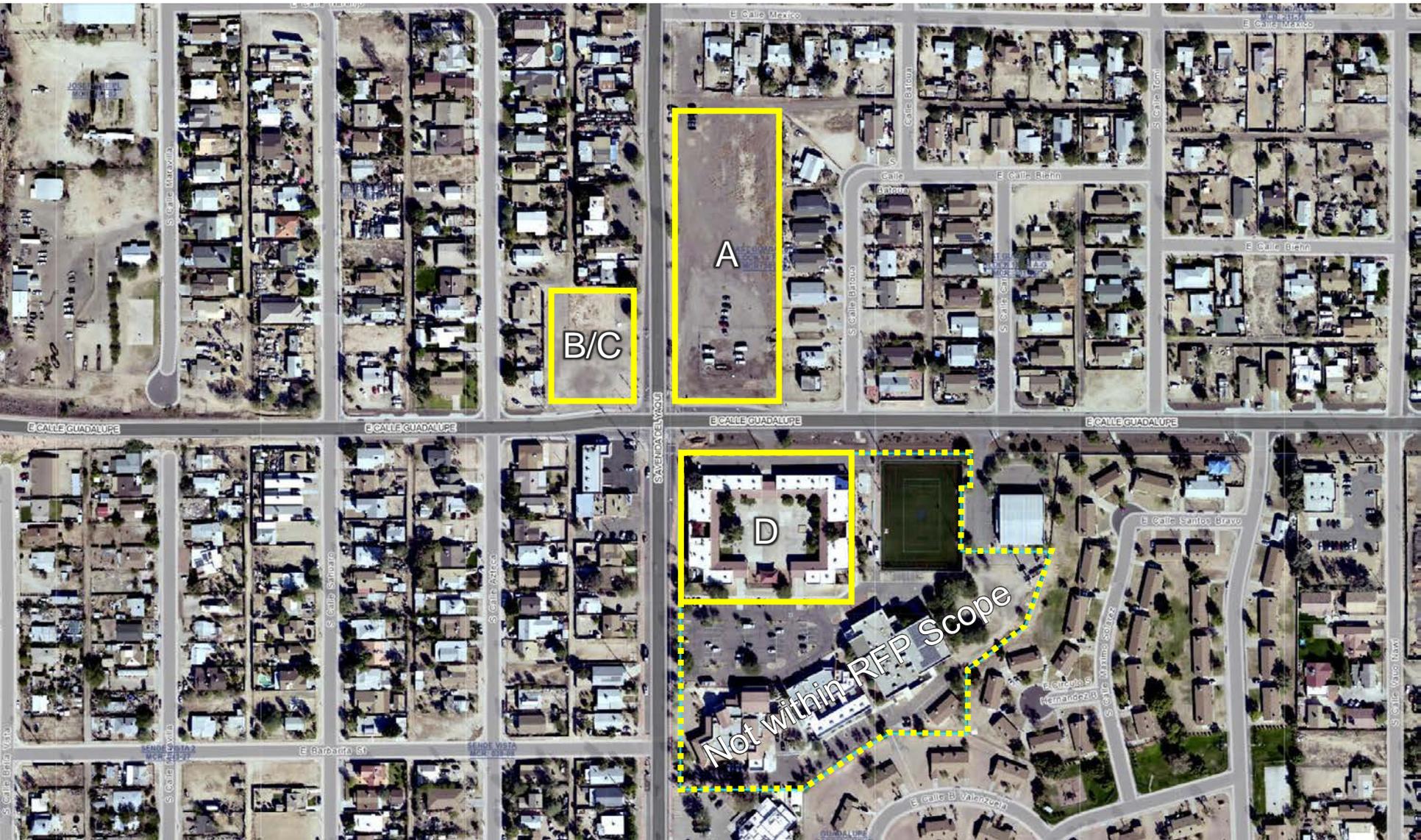


# Guadalupe Town Commons

## *Estimated Schedule of Performance Update*

Town Council  
August 10, 2023

# Site Aerial

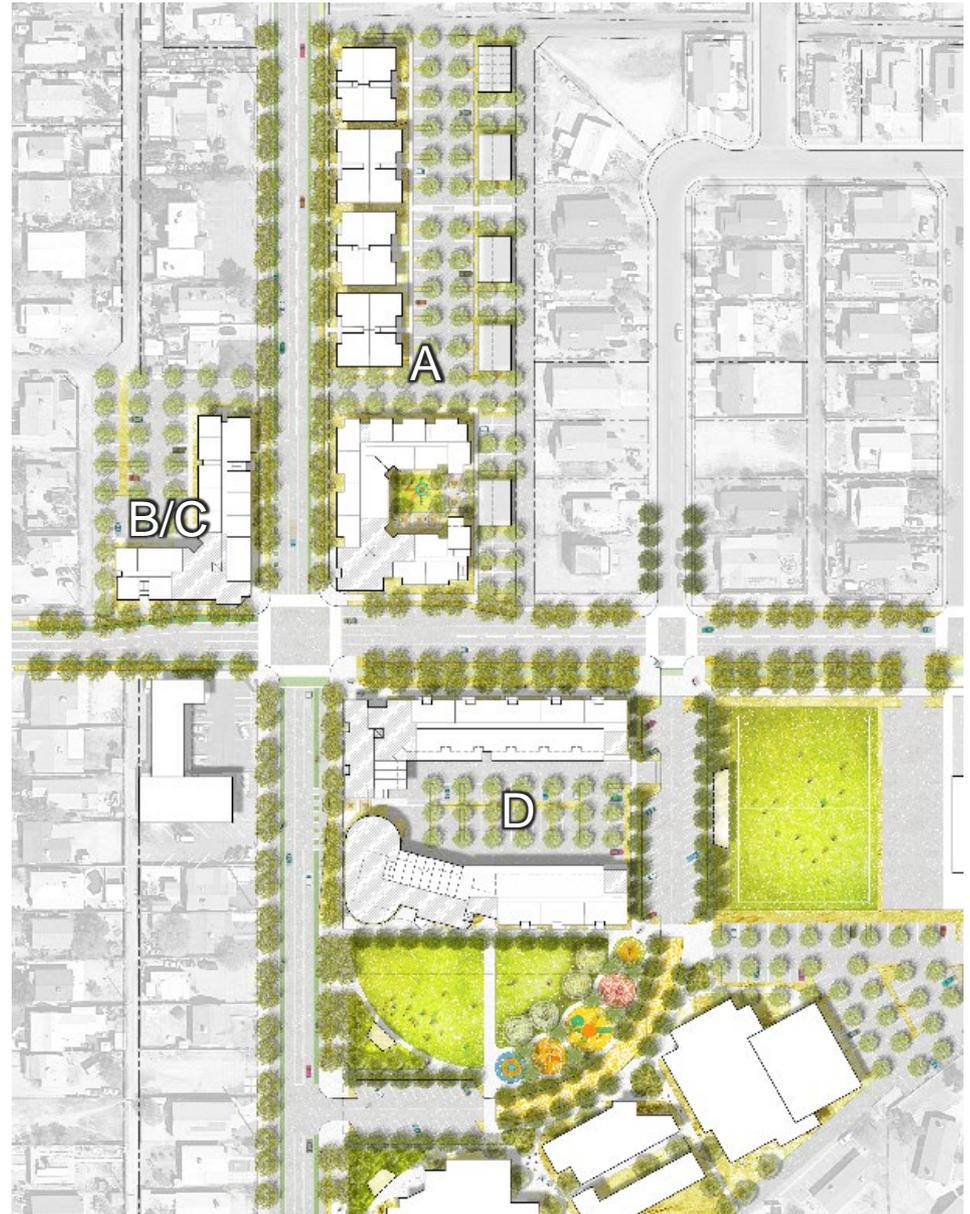


# Site Plan and Tabulation

Building	A	B/C	D
Type	Family	Senior	Family
1-Bedroom	7	59	21
2-Bedroom	55	1	34
3-Bedroom	26	N/A	27
Parking Spaces	160	40	138
Density (du/ac)	30.7	60.6	47.4

	Family	Senior	Total
<b>Total Units</b>	170	60	<b>230</b>

Project unit mix subject to change.



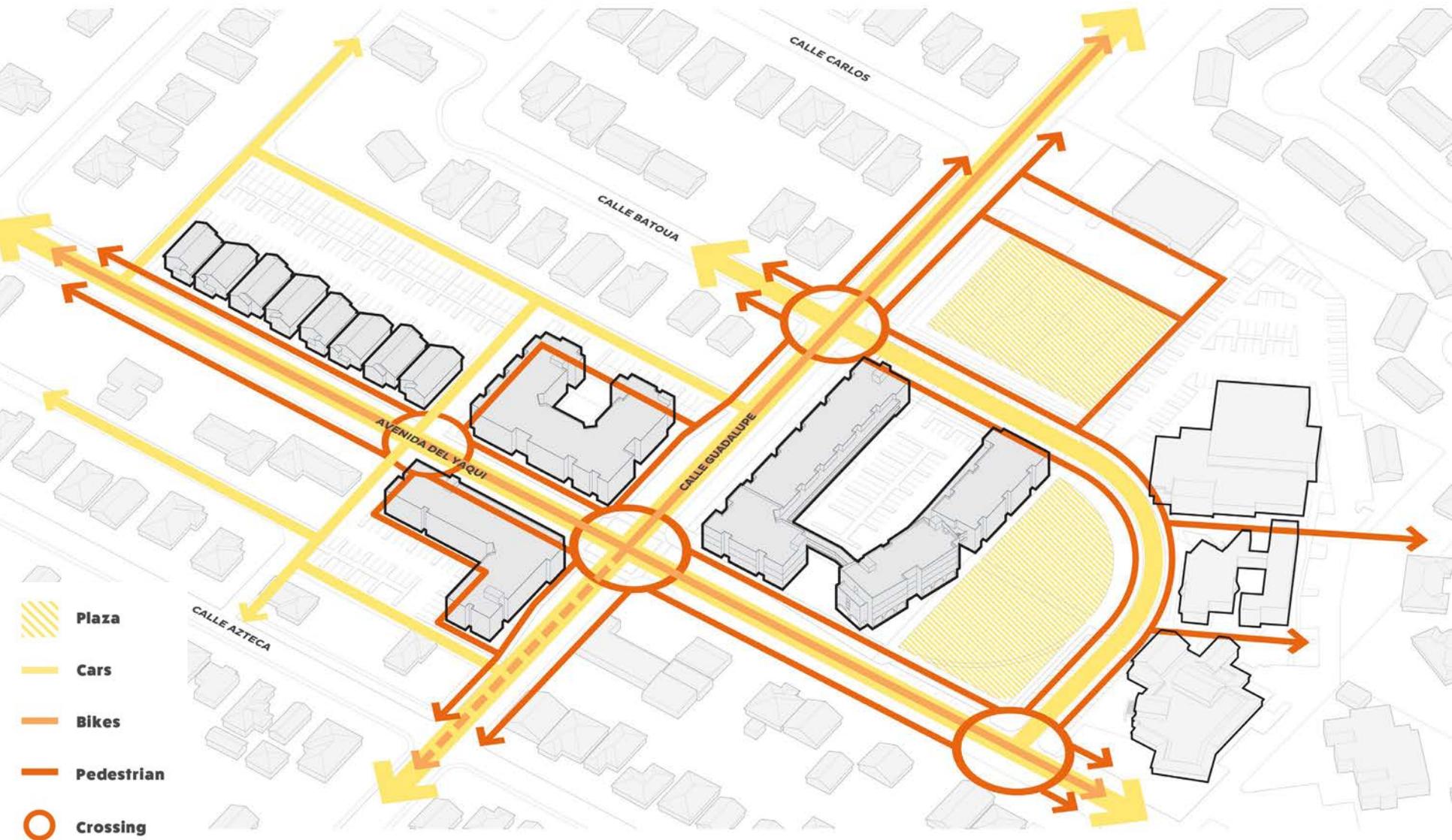
# Off Site Improvements



# Open Space and Landscaping



# Circulation Diagram



# Renderings



*View looking North from New Fields*

# Renderings



*View looking Southeast from Avenida Del Yaoui*

# Renderings



*View looking Northeast from Avenida Del Yaqui*

# Estimated Schedule of Performance

<b>TIMELINE: PHASE 1</b>	
<b>Milestone</b>	<b>Date</b>
Town Council Approves Solicitation of RFP	Completed December 2022
RFP Prepared and Submitted	Completed January 2023
RFP Awarded; Town Council Authorizes Exclusive Negotiation Phase	Completed March 2023
ENA Negotiated and Executed by TRG and Town	Completed June 2023
Negotiate and Execute Term Sheet for DDA	August 2023
DDA Approval and Execution	November 2023
Rezone Approval	February 2024
Financing: Maricopa County or other Funding Sources Submittal	February 2024
Financing: ADOH – 9% LIHTC – Application Due Date	April 2024*
Financing: ADOH – 9% LIHTC – Award Date	June 2024*
Financing: ADOH – 4% LIHTC & State Tax Credit – Application Due Date	TBD*
Financing: ADOH – 4% LIHTC & State Tax Credit – Award Date	TBD*
Submit for Site Plan/Permitting Approvals	September 2024
Building Permit Issuance	December 2024
Construction Start	December 2024

# Estimated Schedule of Performance Cont.

<b>TIMELINE: PHASE 2</b>	
<b>Milestone</b>	<b>Date</b>
Financing: ADOH – 9% LIHTC – Application Due Date	April 2025*
Financing: ADOH – 9% LIHTC – Award Date	June 2025*
Financing: ADOH – 4% LIHTC & State Tax Credit – Application Due Date	TBD*
Financing: ADOH – 4% LIHTC & State Tax Credit – Award Date	TBD*
Submit for Site Plan/Permitting Approvals	September 2025
Building Permit Issuance	December 2025
Construction Start	December 2025

# Estimated Schedule of Performance Cont.

TIMELINE: PHASE 3	
Milestone	Date
Financing: ADOH – 9% LIHTC – Application Due Date	April 2026*
Financing: ADOH – 9% LIHTC – Award Date	June 2026*
Financing: ADOH – 4% LIHTC & State Tax Credit – Application Due Date	TBD*
Financing: ADOH – 4% LIHTC & State Tax Credit – Award Date	TBD*
Submit for Site Plan/Permitting Approvals	September 2026
Building Permit Issuance	December 2026
Construction Start	December 2026

\*Tax credit application due dates and award dates are subject to the future 2024, 2025 and 2026 Qualified Allocation Plans to be announced by ADOH, which will set such dates.

\*\*This schedule of performance assumes the project is developed in three phases. The project may ultimately be developed in one or more phases, depending on the project financing ultimately obtained by TRG. Further, this schedule may be revised and refined as necessary to accommodate any factors, events or occurrences which may necessitate such refinement or revision.

# Guadalupe Town Commons

## *Estimated Schedule of Performance Update*

Town Council  
August 10, 2023

# Affordable Housing Rents

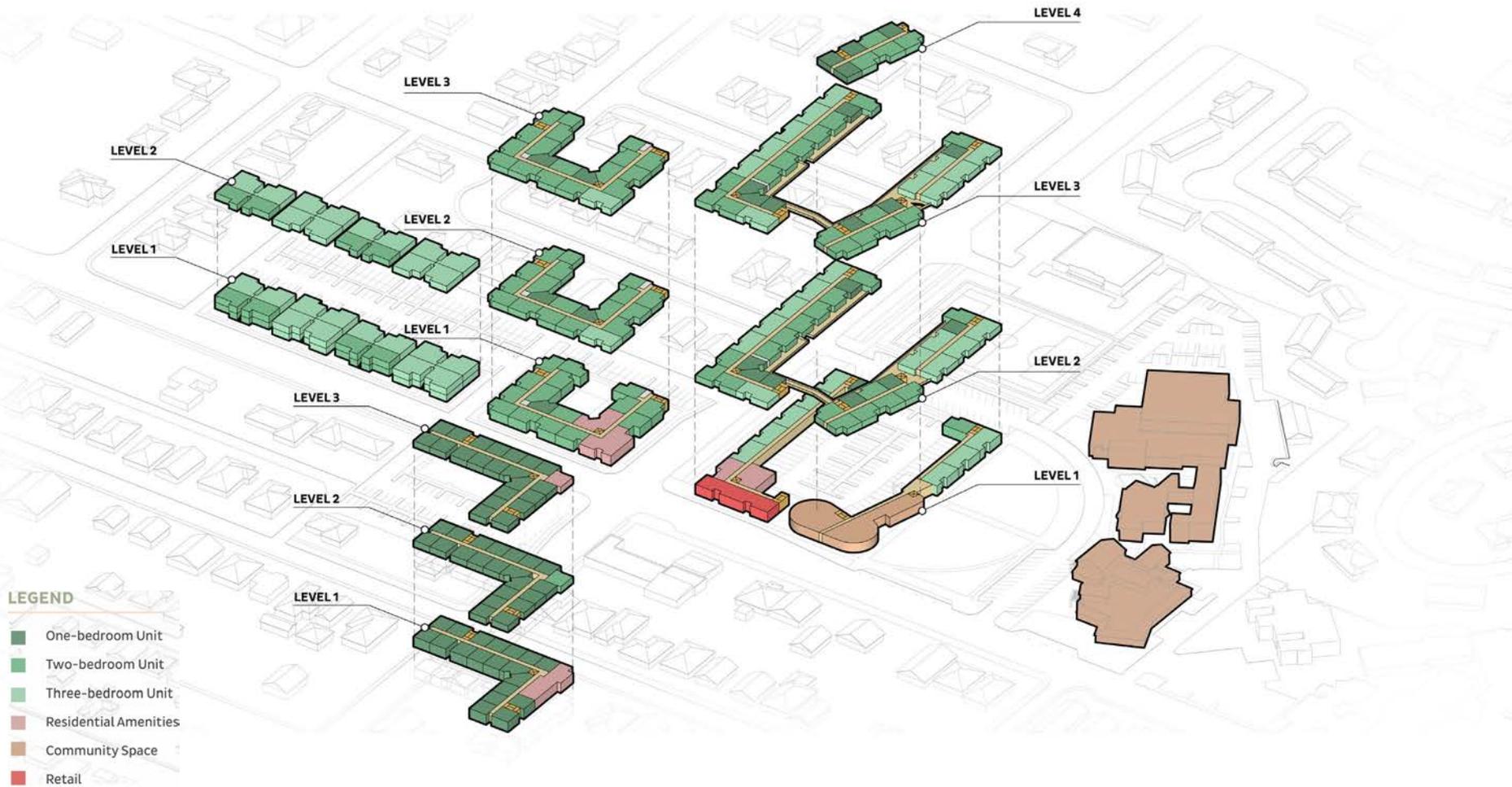


ARIZONA LOW INCOME HOUSING TAX CREDIT PROGRAM - IMPUTED INCOMES/ALLOWABLE RENTS  
 FOR RENTS BASED ON UNIT SIZE (Number of bedrooms: Post 1989 Projects)  
 (Figures derived from HUD Median Income Charts effective April 18, 2022)

MSA/County	%	(1 Person)	(2 Persons)	(3 Persons)	(4 Persons)	(5 Persons)	(6 Persons)	(7 Persons)	(8 Persons)	0 Bdrm Rent	1 Bdrm Rent	2 Bdrm Rent	3 Bdrm Rent	4 Bdrm Rent	5 Bdrm Rent
<b>Phoenix</b>	60	\$37,140	\$42,420	\$47,700	\$52,980	\$57,240	\$61,500	\$65,700	\$69,960	\$928	\$994	\$1,192	\$1,377	\$1,537	\$1,695
<b>(Maricopa/Pinal)</b>	50	\$30,950	\$35,350	\$39,750	\$44,150	\$47,700	\$51,250	\$54,750	\$58,300	\$773	\$828	\$993	\$1,148	\$1,281	\$1,413
	40	\$24,760	\$28,280	\$31,800	\$35,320	\$38,160	\$41,000	\$43,800	\$46,640	\$619	\$663	\$795	\$918	\$1,025	\$1,130
	30	\$18,570	\$21,210	\$23,850	\$26,490	\$28,620	\$30,750	\$32,850	\$34,980	\$464	\$497	\$596	\$688	\$768	\$847
	20	\$12,380	\$14,140	\$15,900	\$17,660	\$19,080	\$20,500	\$21,900	\$23,320	\$309	\$331	\$397	\$459	\$512	\$565

Source: <https://housing.az.gov/sites/default/files/documents/files/IB-32-22-2022-LIHTC-Income-Rent-Limits.pdf>

# Project Programming



# Experience: Relevant Low-income Projects

Developer	Project Name	Location	Status	Type
Affiliates of The Richman Group Development Corporation (collectively, “The Richman Group”)	Carson Terrace Senior	Carson, CA	Operating	Senior
The Richman Group + & City of Merced	Childs and B	Merced, CA	Operating	Family and Permanent Supportive Housing
The Richman Group + City of Los Angeles	Bryson II	Los Angeles, CA	In Construction	Special Needs and Permanent Supportive Housing
The Richman Group + City of Los Angeles	Avalon 1355	Los Angeles, CA	In Construction	Permanent Supportive Housing
The Richman Group + City of Santa Fe Springs	The Lakeland Collaborative	Los Angeles, CA	In Construction	Low- Income & Permanent Supportive Housing
The Richman Group	Douglass Park	New York, NY	Operating	Family and Mixed Use
The Richman Group	La Cima (Montopolis)	Austin, TX	Operating	Family
The Richman Group	Allenwood Terrace	Monmouth, NJ	Operating	Senior
The Richman Group	Meadow Green	Toms River, NJ	Operating	Senior Supportive

## EXCLUSIVE NEGOTIATION AGREEMENT

This Exclusive Negotiation Agreement (this “**ENA**”) is entered into as of June 14th, 2023 (the “**Effective Date**”), by and between the Town of Guadalupe (the “**Town**”), and TRG Arizona Development, LLC, a Delaware limited liability company (the “**Developer**”), with reference to the following facts:

### RECITALS

A. The Town is the owner of that certain real property and the improvements thereon located at or near the intersection of Avenida Del Yaqui and Calle Guadalupe, as more particularly described in the attached Exhibit A, attached hereto and made a part hereof (the “**Property**”).

B. The purpose of this ENA is to establish procedures and standards for the negotiation by the Town and the Developer of an agreement allowing for either (i) the potential acquisition by the Developer of the Property or (ii) the potential ground lease by the Developer from the Town of the Property, in each case for the Developer’s development of a project consisting of up to three development phases and containing, in the aggregate, approximately 230 intergenerational mixed-income housing rental units and other features to create an active mixed-use environment within the Town’s town center (the “**Project**”) thereon. As more fully set forth in Section 4.1, this ENA in and of itself does not obligate the Town to sell or lease the Property or any portion thereof to the Developer, nor does this ENA grant the Developer the right to purchase or lease the Property or develop the Project.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

#### ARTICLE 1

#### EXCLUSIVE NEGOTIATING RIGHT

Section 1.1 Good Faith Negotiations. The Town and the Developer shall negotiate, in good faith, during the Negotiating Period (as defined and described in Section 1.2), the terms of an agreement for the acquisition or lease of the Property by the Developer from the Town, and/or the development of the Project. Among the issues to be addressed in the negotiations are (i) land disposition or lease, (ii) purchase price or rent, as applicable for the Property, (iii) physical and title conditions of the Property, (iv) the overall site development plan for the Project, (v) the development schedule for the Project, (vi) financing of the Project’s development, (vii) marketing and management of the Project, (viii) design and aesthetic considerations of the Project, and (ix) the provision of public improvements related to the Project.

Section 1.2 Negotiating Period. The negotiating period under this ENA (the “**Negotiating Period**”) is intended to fully develop the scope of the Project and give all parties comfort to proceed. The Negotiating Period shall be the earlier of (a) one (1) year after the Effective Date of this ENA, or (b) the date that the Developer and the Town execute a mutually acceptable purchase and sale or disposition agreement for the Property or a ground lease for the Property (as applicable, the “**Final Agreement**”). Developer shall have the right (exercisable in its sole and absolute discretion) to extend the Negotiating Period for up to two (2) periods of six (6) months each upon written notice to the Town prior to the expiration of the Negotiating Period (as the same may be extended pursuant to this Section).

During the Negotiating Period, the Town will share all pertinent information regarding the Property in its possession (collectively, the “**Town’s Existing Information**”) including, without limitation, survey, title, environmental reports, structural reports, any studies commissioned or transferred as part of the sale, redevelopment cost estimates, and commercial market studies, for review and analysis by the Developer, and Developer may share certain proprietary or confidential information regarding the Developer (collectively, the “**Developer’s Existing Information**” and together with the Town’s Existing Information, the “**Existing Information**”) for review and analysis by the Town. The Town makes no representation or warranty as to the accuracy or completeness of any of the Town’s Existing Information or the Developer’s right to rely thereon and the Developer shall use same at its own risk. The Developer makes no representation or warranty as to the accuracy or completeness of any of the Developer’s Existing Information or the Town’s right to rely thereon and the Town shall use same at its own risk. The Developer and the Town shall keep all information and data received from the other party (including, without limitation, the Existing Information), or discovered in connection with its due diligence (collectively, the “**Confidential Information**”), strictly confidential. The provisions of the foregoing sentence shall not apply to (i) any information which is otherwise available to the public, (ii) any information which has been obtained from sources that are not known by the receiving party to be subject to a similar confidentiality restriction with regard to the Confidential Information, (iii) any disclosure to the Developer’s agents or consultants who have agreed to the same confidentiality restriction, or (iv) any information subject to disclosure as required by law. The Town shall not be deemed in breach of this ENA or have any liability with respect to any disclosure of information the Town determines in good faith is subject to disclosure under applicable law. Further, the Developer agrees not to use any Confidential Information for any purpose other than to determine whether to acquire or lease the Property and/or develop the Project. If the Developer does not acquire or lease the Property, the provisions of this Section 1.2 shall survive the termination of this ENA.

If a Final Agreement has not been executed, or this ENA is not extended by the parties prior to the expiration of the Negotiating Period, then this ENA shall terminate and neither party shall have any further rights or obligations under this ENA except to the extent such rights or obligations are expressly stated herein to survive termination. After termination of this ENA, the Developer shall retain all work produced, requisitioned, or otherwise acquired by the Developer during the Negotiating Period (collectively, the “**Due Diligence Materials**”). If a Final Agreement is executed by the Developer and the Town, then upon such execution, this

ENA shall terminate and all rights and obligations of the Town and the Developer with respect to the Property shall be as set forth in the Final Agreement.

Section 1.3 Exclusive Negotiations. The Town shall not negotiate with any entity, other than the Developer, regarding sale, lease or development of the Property or any portion thereof or solicit bids or proposals to do so. The foregoing shall not preclude the Town from receiving any unsolicited bids, offers or proposals so long as the Town does not engage in any negotiations but informs the party making the bid or proposal that the Town is a party to a binding exclusive negotiation contract with another party. The Town represents and warrants that any prior exclusive negotiating rights agreements with respect to the Property, or similar agreements, have been terminated prior to the Effective Date and that no such agreements, except for this ENA, are currently in effect.

## ARTICLE 2 THE DEVELOPER

Section 2.1 Identification of Developer Representatives. The Developer, its address, and its authorized representatives to negotiate the agreement with the Town are as follows:

TRG Arizona Development, LLC  
c/o JDF, LLC  
777 West Putnam Avenue  
Greenwich, CT 06830  
Representatives: Kristin M. Miller, Alex Popovic, Jason Rastegar

Section 2.2 Development Entity. The Developer shall make full disclosure to the Town of all information pertinent to the ownership, control, and financial capacity of the development entity that is proposed to serve as purchaser or lessee and/or developer under any agreement to be entered into with the Town.

## ARTICLE 3 NEGOTIATION

Section 3.1 Overview. During the Negotiating Period, the parties shall use good faith efforts to accomplish the tasks set forth in this Article 3.

Section 3.2 Existing Information. The Town shall promptly provide the Developer with copies of the Town's Existing Information in accordance with the terms of Section 1.2.

Section 3.3 Initial Pre-Development Investigation. The Developer acknowledges that any Project would require approvals and entitlements from the Town. During the Negotiating Period, the Developer shall endeavor, with the cooperation of the Town, to determine which approvals and/or entitlements may be necessary for the Project. The Developer shall also commence, with the cooperation of the Town, to obtain information regarding existing utility facilities in connection with the Project.

Section 3.4 Community Outreach. The Developer shall endeavor, with the cooperation of the Town, to engage in community outreach during the Negotiating Period, which may involve attending pre-development planning meeting and town hall meetings.

ARTICLE 4  
GENERAL PROVISIONS

Section 4.1 Limitation on Effect of Agreement. This ENA shall not obligate either the Town or the Developer to enter (i) a Final Agreement, (ii) an agreement for the development of any project, or (iii) or any other agreement. By execution of this ENA, the Town is not committing itself to or agreeing to undertake acquisition, disposition, lease, or exercise of control over any site or any portion of any site. Execution of this ENA by the Town is merely an agreement to enter a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent approval regarding the execution, if any, of Final Agreement or the development of any project and all proceedings and decisions in connection therewith. Any Final Agreement, or the development of any project, resulting from negotiations pursuant to this ENA shall become effective only if and after such agreement has been considered and approved by the Town Council and any other required third parties, following conduct of all legally required procedures.

Section 4.2 Notices. Formal notices, demands and communications between the Town and the Developer shall be sufficiently given if, and shall not be deemed given unless, (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service for next business day delivery, with signature required, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time, or (iii) sent by electronic mail to the email address of the party specified below or such other email address as the parties may designate from time to time:

Town: Town of Guadalupe  
9241 S. Avenida del Yaqui  
Guadalupe, AZ 85283  
Attention: Town Manager, Jeff Kulaga  
Email: [jkulaga@guadalupeaz.org](mailto:jkulaga@guadalupeaz.org)

Developer: TRG Arizona Development, LLC  
c/o JDF, LLC  
777 West Putnam Avenue  
Greenwich, CT 06830  
Attention: Joanne D. Flanagan, Esq.  
Email: [flanaganj@jdfllaw.com](mailto:flanaganj@jdfllaw.com)

With a Copy to: Nelson Mullins Riley & Scarborough, LLP  
390 N. Orange Avenue  
Orlando, Florida 32801  
Attention: Heather Toft, Esq.  
Email: heather.toft@nelsonmullins.com

Such written notices, demands and communications shall be effective (i) with respect to certified mail, express delivery, and overnight delivery, on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused, and (ii) with respect to email, when sent (provided such email is not returned as undeliverable). Each party agrees to add the other party to its safe sender list to ensure email messages are not quarantined or sent to a junk mail folder.

Section 4.3 Waiver of Lis Pendens. It is expressly understood and agreed by the parties that no lis pendens shall be filed against the Property, or any portion of the Property, with respect to this ENA or any dispute or act arising from it.

Section 4.4 Costs and Expenses. Except as otherwise specified herein, each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this ENA, and the performance of each party's obligations under this ENA.

Section 4.5 No Commissions. The Town shall not be liable for any real estate commissions or brokerage fees that may arise from this ENA or any agreement for the purchase and sale or lease of the Property or the development of any project that may result from this ENA. The Town represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer shall indemnify, defend, and hold the Town harmless from any claims by any broker, agent or finder retained by the Developer. The provisions of this Section 4.5 shall survive the expiration or earlier termination of this ENA.

Section 4.6 Default and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this ENA shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the event of default and the required action to cure the event of default . If an event of default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b) below.

(b) Remedies. In the event of an uncured event of default by either party hereunder, the other party's sole remedy shall be to terminate this ENA. Following such termination, neither party shall have any right, remedy or obligation under this ENA except to the extent otherwise provided herein. Except as expressly provided herein, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party

have any other claims with respect to performance under this ENA. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity. In the event of termination of this ENA, the sole remedy for breach of any provision which survives termination hereunder, in-lieu of all other remedies, shall be to obtain injunctive relief.

Section 4.7 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder except with the prior written consent of the Town, which consent will not be unreasonably conditioned, delayed, or withheld, and any such attempted transfer or assignment without the prior written consent of Town shall be void.

Section 4.8 No Third-Party Beneficiaries. This ENA is made and entered into solely for the benefit of the Town and the Developer and no other person shall have any right of action under or by reason of this ENA.

Section 4.9 Governing Law; Venue. This ENA shall be governed by and construed in accordance with the laws of the State of Arizona.

Section 4.10 Attorney's Fees. The prevailing party in any litigation relating to this ENA shall be entitled to recover reasonable attorney's fees for from the losing party.

Section 4.11 Entire Agreement. This ENA constitutes the entire agreement of the parties regarding the subject matters of this ENA.

Section 4.12 Counterparts. This ENA may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 4.13 Authority to Execute. The undersigned represent and warrant they are each duly authorized to execute this ENA on behalf of the respective party and to take the actions necessary to perform hereunder without the need to seek further authorization from the entity each represents.

*[Signatures follow]*

WHEREFORE, the parties have executed this ENA on or as of the date first above written.

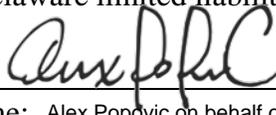
TOWN:

THE TOWN OF GUADALUPE

By:   
Name: Jeff Kulaga  
Title: Town Manager / Clerk, Town of Guadalupe, AZ

DEVELOPER:

TRG ARIZONA DEVELOPMENT, LLC,  
a Delaware limited liability company

By:   
Name: Alex Popovic on behalf of TRG Arizona Development LLC  
Title: VP of Development Arizona

## EXHIBIT A

### Description of the Property



Site	Address/Location	Zoning	Parcel No.	Lot Size Sq Ft	Building Y/N	Bldg Sq. Ft.
A	NEC Avenida del Yaqui and Guadalupe	C-1	301-06-373	121,968	N	NA
B	9050 S Avenida del Yaqui	C-1	301-12-121	14,810	N	N/A
C	NWC Avenida del Yaqui and Guadalupe	C-1	301-12-113	28,488	N	N/A
D	9241 S Avenida del Yaqui	C-2	A portion of 301-44-022N	Approx. 120,000	Y	22,000

C2023-23

Anaradian & Associates

A PROFESSIONAL LIMITED LIABILITY COMPANY

1260 North Granada Drive  
CHANDLER, ARIZONA 85226

TELEPHONE (480) 532-8982

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chris@anaradian.com

July 16, 2023

VIA: E-MAIL

Jeff Kulaga, Town Manager  
Town of Guadalupe  
9241 S Avenida del Yaqui  
Guadalupe, AZ 85283

Re: The Project: Planning and Development Services for the Town of Guadalupe, Arizona (the "Project").

Dear Jeff:

In connection with the above referenced Project, Anaradian & Associates, LLC, ("A&A") submits for your review and consideration this Proposal Letter describing certain consulting services more specifically described herein (the attached "Consulting Services Agreement"). This letter will confirm that the Town of Guadalupe (the "Town") wishes to employ A&A to advise with respect to the Project, and I will perform consulting services at the direction of and use by the Town's Representative, Town Manger Jeff Kulaga or his designee.

Scope of Consulting Services. The scope of consulting services includes:

"Development Plan Review services in support of the administration of the Town of Guadalupe, Arizona's Code of Ordinances, Title XV: LAND USAGE."

Review of certain development project proposals received by the Town's Representative. Research, correspondence and collection of additional information on behalf of the Town as may be required to complete A&A's 3<sup>rd</sup> party written evaluations of development proposals received. These 3<sup>rd</sup> party written evaluations may be for internal use by the Town, and/or accompany the Town's consideration of land entitlement application review and permitting activities within to its Code of Ordinances, Title XV: LAND USAGE. This scope of consulting services includes engagement of and presentation to: citizen groups, boards, commissions, and the Town Council as specifically directed by the Town's Representative.

"Proposed text amendments to Chapter 154: Zoning of Title XV: LAND USAGE of the Guadalupe, Arizona Code of Ordinances"

Background research and final coordination of available information pertaining to the update of Chapter 154 and the Town's land use program. Chapter 154 text amendments and supporting exhibits will be finalized for Council consideration in number and content in accordance with the direction of the Town's Representative. Engagement of and presentation to: internal team members, citizen groups, boards, commissions, and the Town Council as directed by the Town's Representative.

"Supporting Code Exhibits"

This work will also include production of exhibits for code modernization that can be incorporated in print, online and for use at public hearings and presentations.

"Town's First General Plan"

Facilitate finalization of the draft General Plan document to bring the Town into Compliance with applicable State requirements (A.R.S. 9-461.05. General plans; authority; scope). Finalizing the General Plan and supporting exhibits may include engagement of and presentation to: citizen groups, boards, commissions, and the Town Council as directed by the Town's Representative.

"Development Agreements"

Facilitate drafting of Development Agreements on behalf of the Town, under the direction of the Town Manager. Review and advise on contract terms.

"Training and Consultation for Land Use Staff"

Provide advice and direction as needed to help build capacity of the Town's land use staff.

*It is acknowledged that my services are not that of a certified planner, engineer, architect, paralegal or building contractor and do not carry a standard of care and practice that would be expected of such professionals, licensed or otherwise.*

A&A will work to complete this scope of work expeditiously, with nominal regular daytime hours and availability to be maintained at least each weekday from 9AM-5PM. Electronic correspondence and reduced availability will continue throughout evenings and weekends.

My services will be contracted with an hourly rate upon execution of this Engagement Letter and Consulting Services Agreement, with hourly charges capped at a "not to exceed" limit of \$3,500 per month during the contract term of 12 months, beginning July 1, 2022. The hourly rate is \$125 per hour.

For this Scope of Work, additional charges for reimbursable expenses may include: document production and processing costs; and only other expenses pre-approved by the Town Manager incurred in connection with our services. Vehicle travel expenses will not be billed to the Town. Other typical "overhead" costs such as office supplies, and electronic correspondence costs will also not be billed to the Town.

The Town will be provided descriptions of work performed in the preceding month with each invoice. Invoices may also forecast remaining work to be completed on certain tasks as appropriate.

Provided this Proposal letter is acceptable, please also review and sign the attached Consulting Services Agreement to formalize a contract between the Town and A&A for these consulting services.

Again, thank you for this opportunity to be of services, and I look forward to advancing this Project. If you have any questions, comments or concerns, please do not hesitate to contact me.

Sincerely,

ANARADIAN & ASSOC., L.L.C.

By

*Christopher J. Anaradian*

ACCEPTED and AGREED:

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Jeff Kulaga, Town Manager/Clerk

DATE: August 10, 2023

# Anaradian & Associates

A PROFESSIONAL LIMITED LIABILITY COMPANY

1260 North Granada Drive  
CHANDLER, ARIZONA 85226

TELEPHONE (480) 532-8982

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chris@anaradian.com

July 16, 2023

VIA: E-MAIL

Jeff Kulaga, Town Manager  
Town of Guadalupe  
9241 S Avenida del Yaqui  
Guadalupe, AZ 85283

Re: The Project: Planning and Development Services for the Town of Guadalupe, Arizona.

## CONSULTING SERVICES AGREEMENT

In connection with the above referenced Project, Anaradian & Associates, LLC, ("A&A") submits for your review and consideration this "Consulting Services Agreement"). This will confirm that Town of Guadalupe (the "Town") wishes to employ A&A to perform consulting services at the direction of and for exclusive use by the Town, and I will perform consulting services at the direction of and use by the Town's Representative, Town Manger Jeff Kulaga or his designee.

### 1. Term of Agreement

This Agreement shall be effective when it has been signed by the Town's Representative and shall continue through a term beginning July 1, 2023 through June 20, 2024 with two one-year consecutive renewals. Either party may terminate this agreement at any time, for any reason, by written notice. In the event of termination, the Town shall pay A&A for Services rendered and reasonable expenses incurred to the date of termination. Termination shall not relieve the Town or A&A of any of their respective obligations concerning services previously performed hereunder.

### 2. Scope of consulting services

The scope of consulting services includes:

"Development Plan Review services in support of the administration of the Town of Guadalupe, Arizona's Code of Ordinances, Title XV: LAND USAGE."

Review of certain development project proposals received by the Town's Representative. Research, correspondence and collection of additional information on behalf of the Town as may be required to complete A&A's 3<sup>rd</sup> party written evaluations of development proposals received. These 3<sup>rd</sup> party written evaluations may be for internal use by the Town, and/or accompany the Town's consideration of land entitlement application review and permitting activities within to its Code of Ordinances, Title XV: LAND USAGE. This scope of consulting services includes engagement of and presentation to: citizen groups, boards, commissions, and the Town Council as specifically directed by the Town's Representative.

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Facilitate drafting of Development Agreements on behalf of the Town, under the direction of the Town Manager. Review and advise on contract terms.

"Training and Consultation for Land Use Staff"

Provide advice and direction as needed to help build capacity of the Town's land use staff.

*It is acknowledged that my services are not that of a certified planner, engineer, architect, paralegal or building contractor and do not carry a standard of care and practice that would be expected of such professionals, licensed or otherwise.*

3. Timely Performance

Time is of the essence, and timely performance shall be considered a material obligation of this Agreement.

#### 4. Fee for Services

Services are contracted with an hourly rate upon execution of this Engagement Letter and Consulting Services Agreement. Hourly charges are capped at a “not to exceed” limit of \$3,500 per month during the initial contract term and the two, one-year extensions. The hourly rate is \$125 per hour. Notification will be provided to the Town’s Representative when a level of work effort is projected to exceed 28 billable hours occurs in any month during the Project.

#### 5. Monthly Invoices

Invoices will be sent electronically to the Town’s Representative or any other designated representative by A&A on a monthly basis, and each invoice will contain a summary of the work performed in the previous month. Invoices will also include charges incurred on behalf of the Town for other costs related to: printing and copying and courier charges. Vehicle travel expenses will not be billed to the Town. Other typical “overhead” costs such as office supplies, and electronic correspondence costs will also not be billed to the Town.

#### 6. Terms of Payment

All payments pursuant to this agreement are due and payable upon receipt or as otherwise noted on the invoice, and the Town agrees to process invoices as expeditiously as possible. All invoices shall be considered past due if not paid within 60 days following the date of receipt. No service charges will be applied to delayed payments, however, past due invoices shall be considered to be a default hereunder. In the event of such default, A&A may immediately stop work on the Project and may retain all materials, files and exhibits relating to the project until paid, without incurring any liability to the Town for the consequence of such work cessation.

#### 7. Cooperation by Client

The Town agrees to cooperate with A&A complying in a timely manner with all reasonable requests for information and assistance in conjunction with this Project. In addition to the right to work cessation stated above, A&A shall also reserve the right to withdraw from services to the Town in this matter if the Town misrepresents or fails to disclose material facts relating to this Project, or fail to take actions that may be required of the Town as it relates to the Project, without recourse from or liability to the Town.

#### 8. Disposition of Documents

Any documents, materials or other items provided to A&A by the Town shall become the property of A&A unless a written request from the Town requesting return of specific documents is received, and subject to the payment rules and retaining lien mentioned above. A&A shall use all reasonable efforts to preserve any documents provided by the Town. A&A shall have no obligation to retain any documents or files pertaining to the Town’s affairs for more than five (5) years following the completion of the work on the referenced matter. Upon completion of the Project or termination of A&A’s representation regarding the referenced matter, original documents may be provided to the Town upon receipt of a written request for such documents unless fees remain due, wherein A&A shall retain the right to such documents until the fees are paid in full.

#### 9. Conflict of Interest

The Town is aware that A&A represents other clients. It is possible that, during the course of our representation of the Town, some of our present or future clients will have disputes and/or transactions with the Town. The Town agrees that A&A may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to A&A's work for the Town, or directly adverse to the Town. In that event, A&A will notify the Town in writing and request consent to begin the representation if A&A anticipates the Town's position could possibly be affected. A&A agrees, however, that the Town's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of A&A's representation of the Town, A&A has obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any other such matter by such client to the Town's material disadvantage. In the event that A&A becomes aware that any conflict of interest has arisen, A&A will promptly notify the Town of same, whereupon the Town may determine an appropriate course of action.

#### 10. Entire Agreement / Amendment

This agreement contains the entire understanding of the parties as to the basic representation of Anaradian & Associates, and supersedes any oral representation or prior presentation, and may not be altered or amended, except in writing, signed by the parties hereto.

#### 11. Governing Law / Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona, now or hereafter in effect, and venue for any proceeding hereunder shall be in Maricopa County, Arizona.

#### 12. Attorneys Fees

The prevailing party in any action hereunder shall, in addition to its other rights and remedies, be entitled to recover its attorneys' fees, costs, and interest thereon.

#### 13. Waiver

Failure of either party at any time to require performance of any provision shall not limit the party's right thereafter to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or any other provision.

#### 14. Miscellaneous

Nothing contained herein shall confer upon any third party beneficiary, not specifically named herein, a fiduciary or other relationship, (including, but not limited to, a joint venture, partnership, or employer-employee relationship.)

#### 15. Good Faith

All parties hereby agree to use good faith, complete cooperation and honesty in fact in the performance of all obligations of the parties.

Provided this Consulting Agreement is acceptable, please execute in the space indicated below and return to acknowledge approval and authorize me to proceed with consulting services.

Again, thank for this opportunity and I look forward to advancing this part of the Project. If you have any questions, comments or concerns, please do not hesitate to contact me.

Sincerely,

ANARADIAN & ASSOC., L.L.C.

By

*Christopher J. Anaradian*

ACCEPTED and AGREED:

---

Jeff Kulaga, Town Manager/Clerk

DATE: August 10, 2023