



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, January 21, 2020 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Any prayer or invocation that may be offered before the start of the Regular Council Meeting is a voluntary offering by a private resident of Surprise; has not been previously reviewed or approved by City Council or City staff; should not be considered an endorsement of any particular religion by the City or its officials, as the beliefs, viewpoint, and content are personal to the speaker; and no participation by any person in attendance is required. A list of volunteers is maintained by the office of the City Clerk and interested persons should contact the Clerk's Office for further information.

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. Canyon Ridge Student Council & Youth Council Members will be providing a report pertaining to current youth events and projects.

F. City Clerk Report

2. Consideration and action pertaining to selection of a Vice Mayor and directing the City Clerk to administer the Oath of Office. None
Sherry Aguilar
City Clerk

G. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.

[Download the Call to the Public form](#) (PDF download requires Adobe Acrobat Reader)

[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

The Call to the Public form is also available at the front counter.

Note: A.R.S. 38-431.01(H)- During this time members of the public may address City Council only on issues within the jurisdiction of the City Council which are not an item on the agenda. At the conclusion of the open call, City Council may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda. No discussion or action shall take place on any item raised.

Approval of items on the Consent Agenda – all items with an asterisk (*) are considered to be routine matters and will be enacted by one motion and one roll call vote to the City Council. There will be no separate discussion on these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

Please be aware that Council Members may not discuss or respond to matters raised during call to the public that are not specifically identified on the agenda. Council Members may however, in their discretion, discuss or respond to relevant matters raised during a noticed public hearing or agenda item.

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|---|--|
| 3. | District 6 | Consideration and action pertaining to the conditional acceptance of the streets and public utility improvements at Homestead at Marley Park Phase 4 & 5 Parcel 1A & 1B; Resolution # 2020-05. | None
Mike Gent
Public Works |
| 4. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, " La Sorpresa Estate" and dated December 5, 2019, an approximately 5 acre property located generally north of Dynamite Road and west of 166th Avenue. | None
Shirley Phan
Community
Development |
| 5. | District 6 | Consideration and action pertaining to approval of the Final Plat entitled, "Re-Plat of Desert Cove Commercial Park Lot 2 & 3 Amended" and dated December 20, 2019, an 11.24 acre property generally located on the northeastern corner of Litchfield and Desert Cove Roads within the Desert Cove PAD. | None
Hobart Wingard
Community
Development |
| 6. | District 2 | Consideration and action pertaining to approval of the Final Plat entitled, "Grand Village Center North" and dated December 9, 2019, an 8.56 acre property generally located on the southern corner of Grand Avenue and Reems Road within the Park Place Planned Area Development ("PAD"). | None
Hobart Wingard
Community
Development |

- | | | | |
|----|------------|--|---|
| 7. | District 3 | Consideration and action pertaining to approval of the Final Plat Amendment entitled, "Tractor Supply Company - Surprise" and dated January 2, 2020, a 20.74 acre property generally located south of Greenway Road and east of Cotton Lane. | None

Robert Kuhfuss
Community Development |
| 8. | District 5 | Consideration and action pertaining to approval of a Quit Claim Deed to CRP/Sparrow Surprise Center Owner, L.L.C., releasing deed restrictions on 6.66 acres of real property located near Civic Center Drive and Greenway Road. | None

Lloyd Abrams
Community Development |
| 9. | Internal | Consideration and action on the Regular City Council Meeting Minutes of January 7, 2020. | None

Sherry Aguilar
City Clerk |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|------------|---|---|
| 10. | District 3 | Consideration and action pertaining to approval of an Infrastructure Improvement Repayment Agreement between the City of Surprise and Surprise Development Group, LLC.; Resolution # 2020-06. | None

Lloyd Abrams
Community Development |
|-----|------------|---|---|

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

- | | | | |
|-----|----------|--|-----------------------------------|
| 11. | Internal | Consideration and action to recess into executive session for discussion and consultation with the City Attorney for legal advice pertaining to collection of sewer connection fees from Cortessa and White Tank Foothills development pursuant to A.R.S. 38-431.03(A)(3). | None

Robert Wingo
Legal |
|-----|----------|--|-----------------------------------|

For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, but for only the following purposes:

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));

- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

Confidentiality Requirements Pursuant to A.R.S. §38-431.03(C)(D): Any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney by agreement of the City Council, or as otherwise ordered by a court of competent jurisdiction.

The council may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: January 16, 2020 at 12:55 PM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 21, 2020
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 21, 2020

Contact Person: Michael Frazier, CITY
MANAGER

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations: None

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: Yes

Agenda Wording:

Canyon Ridge Student Council & Youth Council Members will be providing a report pertaining to current youth events and projects.

Motion:

None

Background:

Canyon Ridge Student Council and Youth Council Members will be providing a report pertaining to current youth events and projects.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 21, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

Consent: No	Regular: Yes	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to selection of a Vice Mayor and directing the City Clerk to administer the Oath of Office.

Motion:

The vote will be by written ballot per Section 2-41 of the Surprise Municipal Code.

Background:

.Sec. 2-41. - Vice-mayor; selection and role.

(a)

Eligibility. Any council member, other than the mayor, may serve as vice-mayor, whether or not the member has served as vice-mayor previously.

(b)

Selection.

(1)

Not later than January 30th of each year, the city council shall select one of its members, other than the mayor, to serve as vice-mayor. The member selected as vice-mayor will serve as such until the member resigns the office, vacates council, or is replaced by another member as vice-mayor.

(2)

Any council member may nominate any council member, including him/herself, to serve as the vice-mayor. All nominations must occur prior to voting. The council must vote by written ballot. The candidate receiving a majority of the votes cast will serve as vice-mayor. In the event that no candidate receives a majority of votes cast, the two candidates receiving the highest number of votes will be considered in a run-off vote. Voting must be repeated until a vice-mayor is selected. The meeting may not adjourn or recess until a vice-mayor is selected.

(c)

The vice-mayor will perform the duties of the mayor in the absence or inability of the mayor to perform his or her duties. In the absence or inability of the vice-mayor to perform the duties of the mayor, the most senior council member will perform the duties of mayor/vice-mayor. Seniority is determined by the then current number of consecutive years the member has served on the council.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 21, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 6

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance of the streets and public utility improvements at Homestead at Marley Park Phase 4 & 5 Parcel 1A & 1B; Resolution # 2020-05.

Motion:

I move to approve Resolution # 2020-05.

Background:

The Public Works Department conducted the final inspection of the public improvements for 16,657 SY (approximately 5,338 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drain, water and wastewater lines.

Objective Analysis:

The improvements for this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,485,047.00.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF, Water Operations, Wastewater Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items

will be incorporated in future year budgets

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2020-05 Marley Park Infrastructure Acceptance-final
 2. 02_FS18-181 - MARLEY PARK PH 4&5 PAR 1A NOC LETTER-signed
 3. 03_Inspector Sign Off Form_1A
 4. 04_FS18-182 - MARLEY PARK PH 4&5 PAR 1B NOC LETTER-signed
 5. 05_Inspector Sign Off form_1B
-

RESOLUTION # 2020-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER ONE YEAR WARRANTY AT HOMESTEAD AT MARLEY PARK PHASE 4 & 5 PARCELS 1A & 1B, GENERALLY LOCATED AT W. WADDELL ROAD AND N. BULLARD AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Homestead at Marley Park Phase 4 & 5 Parcels 1A & 1B" on, September 4th, 2018;

WHEREAS, HBT of Marley Park LLC, the developer of Homestead at Marley Park Phase 4 & 5 Parcels 1A & 1B, dedicated to the City the street and public utility improvements, generally located at W. Waddell Road and N. Bullard Avenue;

WHEREAS, on or about November 22, 2019, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the one-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the one-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

Homestead at Marley Park Phase 4 & 5 - Parcel 1A & 1B



INFRASTRUCTURE TO

BE ACCEPTED:

- SEWER
- WATER
- STORM DRAIN
- ROADWAY

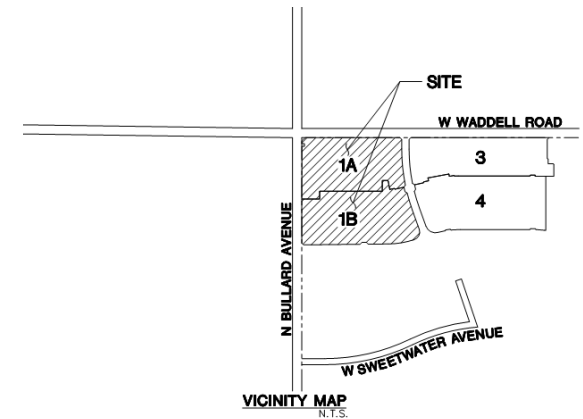


EXHIBIT B

List and Cost of Improvements



ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 12/19/2019
Re: Homestead at Marley Park Phase 4 and 5 Parcel 1A and 1B

The public improvements for the above project have been completed and are tentatively scheduled for the January 21, 2020 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

- City Paving - \$389,164.00
- City Concrete - \$449,338.00
- City Storm Drain - \$48,820.00
- City Water - \$321,775.00
- City Sewer - \$275,950.00
- **Total - \$1,485,047.00**

December 04, 2019

Meritage Homes
8800 E Raintree Dr 300
Scottsdale, AZ 85260

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR HOMESTEAD AT
MARLEY PARK PHASE 4 & 5 PARCEL 1A – FS18-181**

The City of Surprise Public Works Department has completed the inspection of the public utility improvements for the above referenced project. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

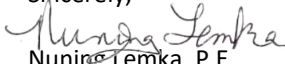
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, Field Engineering Supervisor
David Kohlbeck, Public Works Business Manager
Lee Lambert, Water Services
Warren Bert, GIS

Mike Gent, Public Works Director
John McFarland, Public Works Streets Manager
Jonathan Gake, Finance
Michael Boule, Assistant PW Director/ Operations
File



7-08-19 Date of Punch-List Walk 9-10-2019 Date Punch-List Completed

706 East Bell Rd suite 212,Phoenix AZ 85022

December 04, 2019

Meritage Homes
8800 E Raintree DR 300
Scottsdale, AZ 85260

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR MARLEY PARK
PHASE 4 & 5 PARCEL 1B – FS18-182**

The City of Surprise Public Works Department has completed the inspection of the public utility improvements for the above referenced project. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

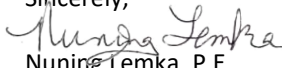
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, Field Engineering Supervisor
David Kohlbeck, Public Works Business Manager
Lee Lambert, Water Services
Warren Bert, GIS

Mike Gent, Public Works Director
John McFarland, Public Works Streets Manager
Jonathan Gake, Finance
Michael Boule, Assistant PW Director/Operations
File



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 11-20-2019 Commercial ☐ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

7-08-19 Date of Punch-List Walk 9-10-2019 Date Punch-List Completed

FS Number: FS18-181 Permit Number(s): E18P-0472,0473,0474,0475,0476,0477

Project Name: Marley Park Phase 4&5 Parcel 1B

Project Developer/Builder: (Name/Email, Address)

Homes By Town

706 East Bell Rd suite 212, Phoenix AZ 85022

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Eugene Ter	Local	146th In	145th Dr	2	1/2	
Alexandria Way	Local	146th In	145th Dr	2	1/2	
145th Dr	Local	Alexandria way	Future Tie In	2	1/2	
146th Ln	Local	Alexandria way	Future Tie in	2	1/2	
Willow ave	Local	145th dr	Future tie in	2	1/4	

MATERIALS:

Asphalt: Southwest Asphalt Supplier 2.5 Total Lane Miles 8,892 Total Square Yards

Water: 8" C900 Waterline Size/Type 2718 Total LF 8" DIP Class 350 Size/Type 135 Total LF

Sewer: 8" PVC SDR 35 Size/Type 2736 Total LF 18" RGRCP Class 2 Size/Type 411 Total LF

Storm: 18" RGRCP Class 2 Size/Type 411 Total LF

Fire Ln: 18" RGRCP Class 2 Size/Type 411 Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☒ Final Certification Letter from Engineer of Record

☒ Complete Geotechnical Testing Packet

☒ Sewer Pressure Testing Results

☒ Sewer Manhole Vacuum Testing Certification

☒ Sewer Manhole Insecticide Certification

☒ Sewer Videos with Operators Notes (inc. re-videos)

☒ Other _____ (Specify)

☒ AOC

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Streetlight Energize Letter

☒ As built Documents (PDF copy on CD)

☒ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: [Signature]

Date: 11-20-19

Civil Engineering Supervisor: [Signature]

Date: 11/22/2019



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 21, 2020 Contact Person: Shirley Phan
Submitting Department: Community Development District: District 1
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "La Sorpresa Estate" and dated December 5, 2019, an approximately 5 acre property located generally north of Dynamite Road and west of 166th Avenue.

Motion:

I move to approve the Final Plat entitled, "La Sorpresa Estate" and dated December 5, 2019.

Background:

On November 3rd, 1988 the Mayor and City Council approved Ordinance #88-24 approving the annexation of the subject property. Dejan Knezevic on behalf of Rebecca Palmer submitted a request for a Final Plat of a 5.00641 acre (approx.) parcel under Case FS19-650.

Objective Analysis:

This Final Plat will establish a 27.50-foot right-of-way dedication on 166th Avenue.

Policy Compliant:

This proposed Final Plat is consistent with the Surprise General Plan 2035 and the Surprise Municipal Code.

Financial Impact:

This item does not have a direct financial impact. However, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 00-FS19-650-La Sorpresa Estates-Final Plat Staff Report
2. 01-FS19-650-La Sorpresa Estates- Vicinity Map
3. 02-FS19-650-La Sorpresa Estates- Case Map

4. 03-FS19-650- La Sorpresa Estates- Final Plat
 5. FS19-650-CC presentation 012120
 6. RW value FS19-650 final Plat of La Sorpresa Estates
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

1 **Case:** FS19-650

2
3 **Project Name:** La Sorpresa Estates Final Plat

4
5 **Council District:** 1-Acacia

6
7 **City Council Date:** January 21, 2020

8
9
10 **Planner:** Shirley Phan

11
12
13 **Owner:** Rebecca Palmer

14
15 **Applicant:** Dejan Knezevic, Miller Land Surveying

16
17 **Request:** Final Plat to subdivide a 5.00641 acre (approx.) parcel into four (4)
18 parcels; Lot 1 (1.18845 acre), Lot 2 (1.18850 acre), Lot 3 (1.18852
19 acres), and Lot 4 (1.23274 acre) in the RR (Residential Ranch) zoning
20 district.

21
22 **Site Location:** Generally north of Dynamite Road and west of 166th Avenue

23
24 **Site Size:** 5.00641 acres (approx.)

25
26 **Density:** 0-1 DU/AC

27
28 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035

29
30 **Support/Opposition:** None known

31
32 **Findings:**

- 33 • The proposed Final Plat is consistent with the Surprise General
34 Plan 2035.
- 35 • The proposed Final Plat is consistent with the Surprise Municipal
36 Code.

37
38 **Alternative Actions:** **Approval** of the requested Final Plat will allow the 5.00641 acre
39 parcel to be subdivided into 4 lots as proposed.

40
41 **Denial** of the requested Final Plat will not allow the owner to
42 subdivide the property as proposed.
43

44

45 **PROJECT DESCRIPTION:**

46

47 On November 3rd, 1988 the Mayor and City Council approved Ordinance #88-24 approving the
48 annexation of the subject property.

49

50 The applicant is requesting a final plat approval that will subdivide a 5.00641 acre (approx.) parcel
51 into four (4) parcels; Lot 1 (1.18845 acre), Lot 2 (1.18850 acre), Lot 3 (1.18852 acres), and Lot 4
52 (1.23274 acre) in the RR (Residential Ranch) zoning district. The final plat will be dedicating 27.50 feet
53 of right-of-way on 166th Avenue. The applicant plans to begin development soon after this final plat
54 is approved.

55

56 **Attachments:**

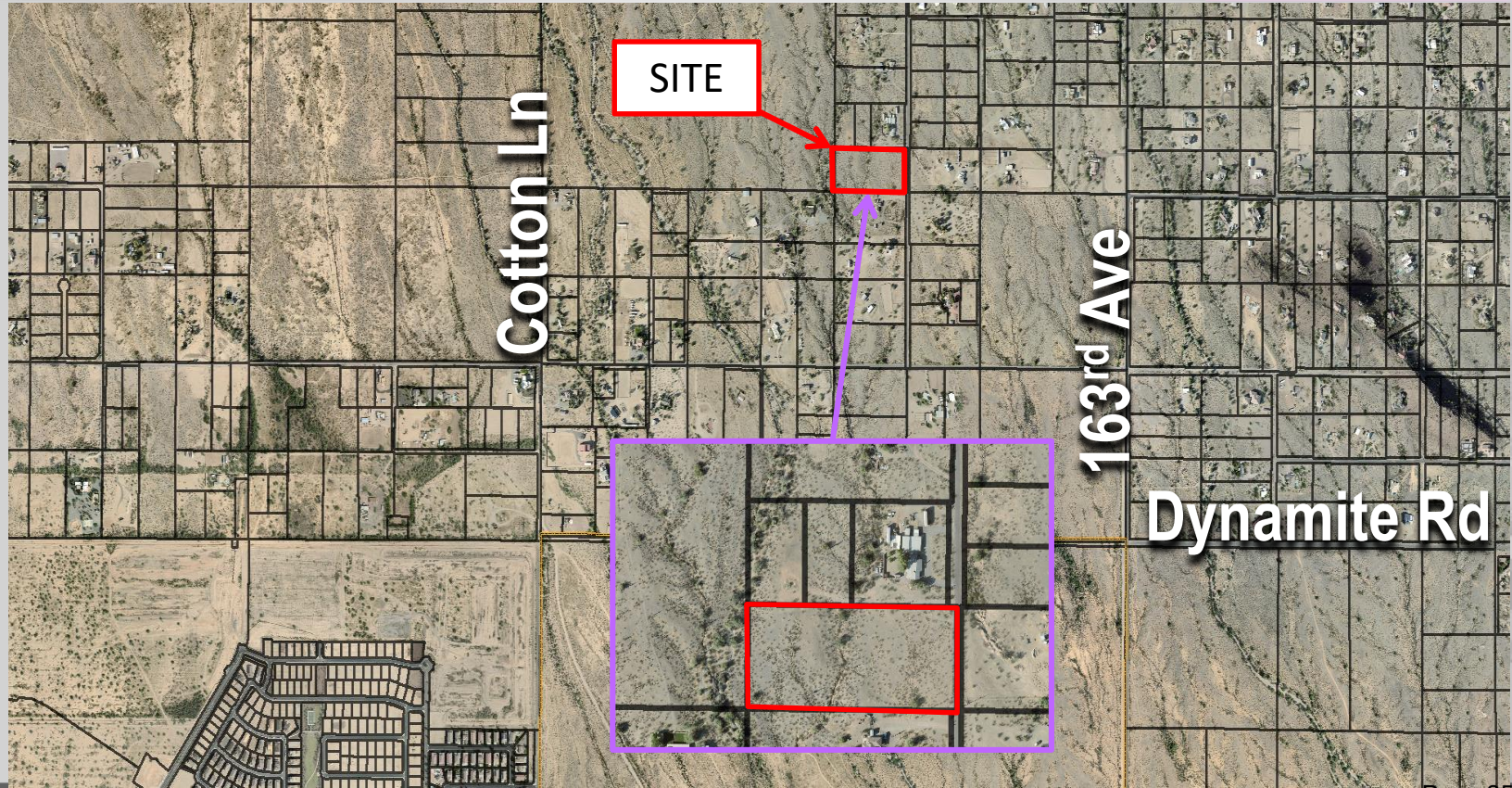
57

58 01 Vicinity Map

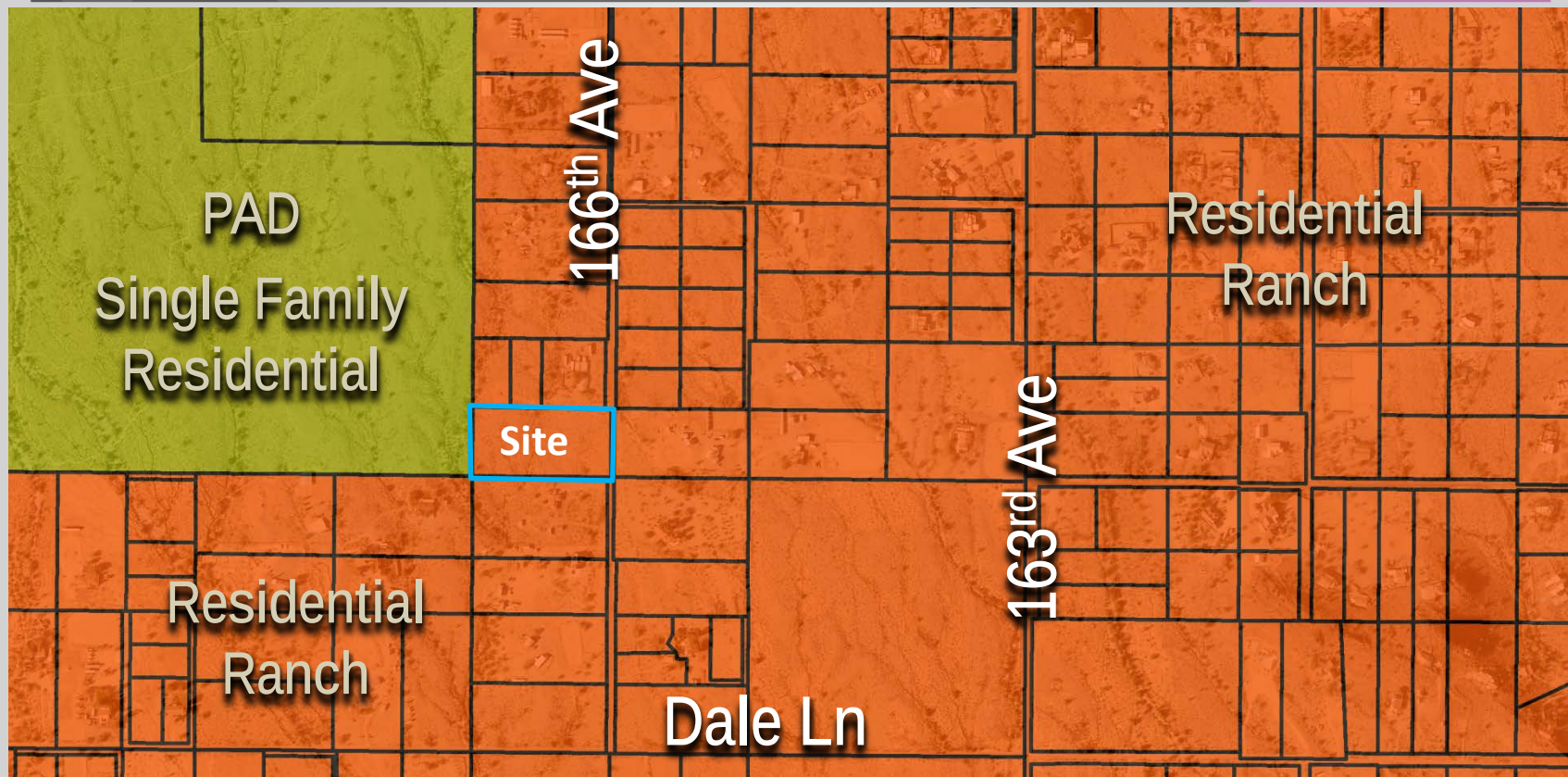
59 02 Case Map

60 03 Final Plat

Vicinity MAP



Case Map



DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT REBECCA R. PALMER, AS AGENT FOR PROPERTY PROS AZ, LLC, HAS SUBDIVIDED UNDER THE LA SORPRESA ESTATES, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF LA SORPRESA ESTATES AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BT THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT. THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THAT AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

REBECCA R. PALMER, AS AGENT FOR PROPERTY PROS AZ, LLC ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

REBECCA R. PALMER, AS AGENT FOR PROPERTY PROS AZ, LLC ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL, THE MAINTENANCE OF THE AREA WITHIN NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES, ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

IN WITNESS WHEREOF: OWNER HAS HEREUNTO CAUSED HER NAME TO BE SIGNED THIS ____ DAY OF _____, 2020.

BY: _____
REBECCA R. PALMER, AS AGENT FOR PROPERTY PROS AZ, LLC

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

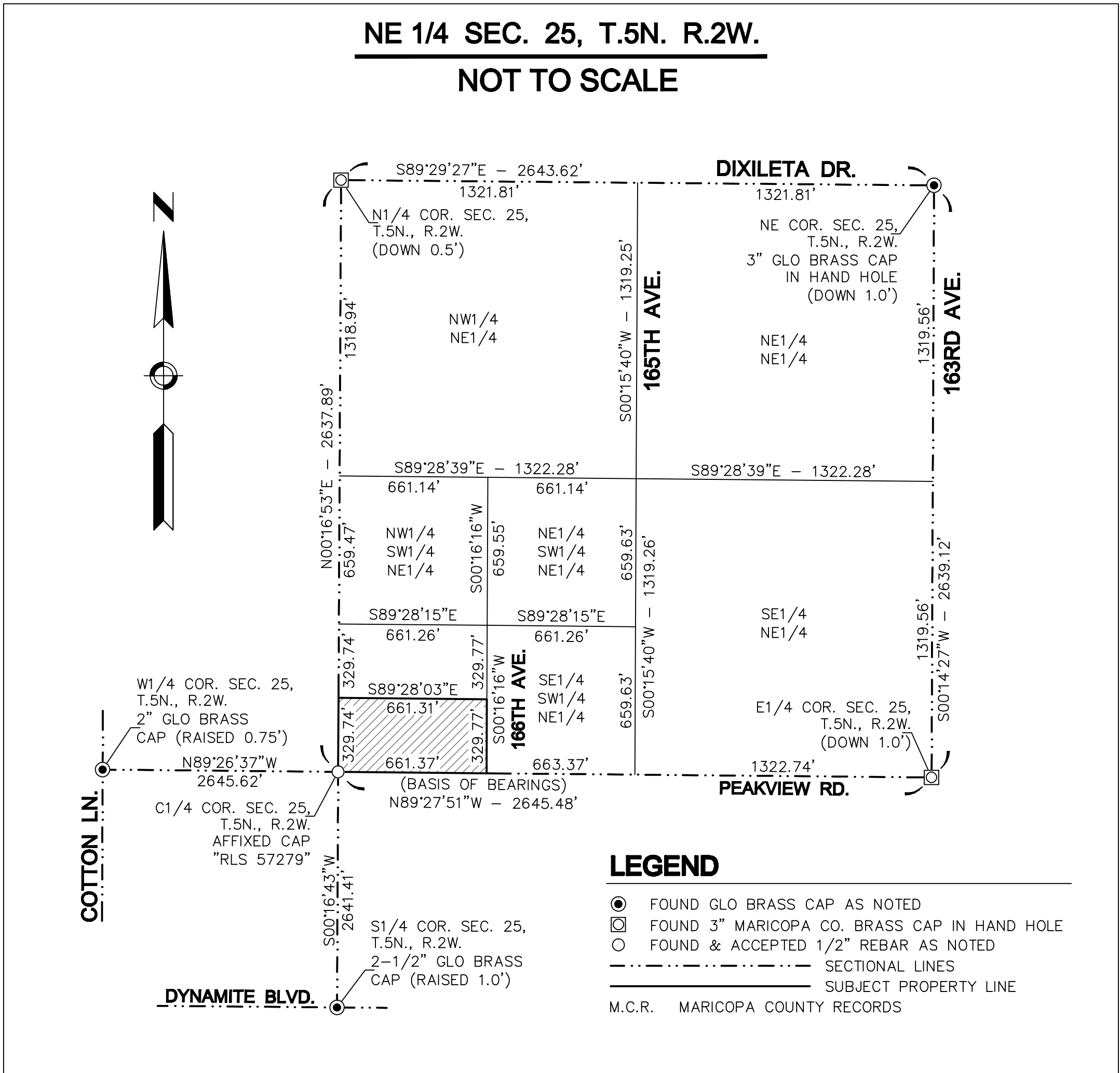
BEFORE ME THIS _____ DAY OF _____, 2020, REBECCA R. PALMER, AS AGENT FOR PROPERTY PROS, LLC PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE REBECCA R. PALMER, AS AGENT FOR PROPERTY PROS AZ, LLC, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT REBECCA R. PALMER EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC EXPIRES _____

FINAL PLAT
OF
LA SORPRESA ESTATES

OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA.



APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2020, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS ____ DAY OF _____, 2020.

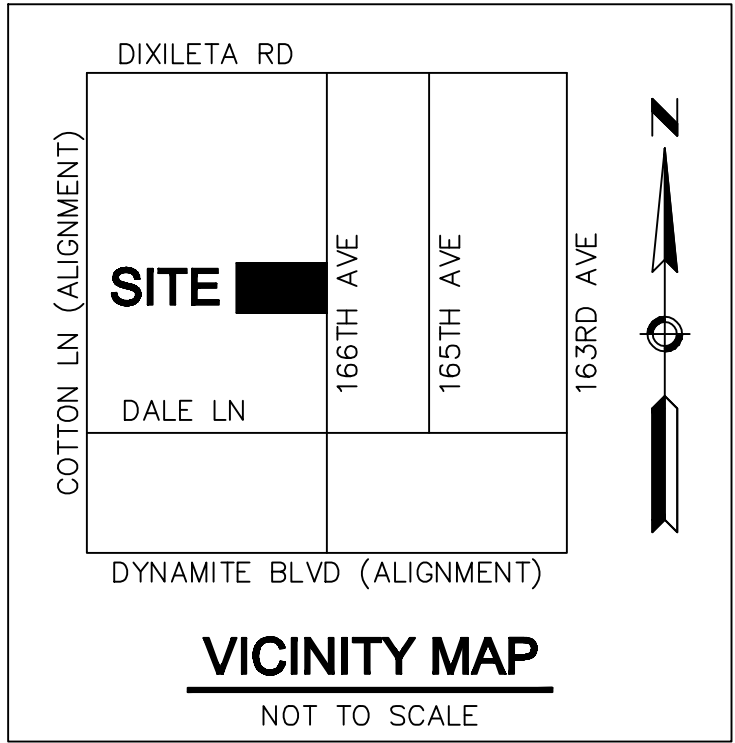
ATTEST:

MAYOR DATE

CITY CLERK DATE

SITE INFORMATION

APN: 503-51-140H
ADDRESS: N/A
AREA:
±218,079 SQ. FT. / ±5.00641 ACRES
ZONING: RESIDENTIAL RANCH



OWNER

PROPERTY PROS AZ, LLC
REBECCA R. PALMER
(602) 931-1839

515 E CAREFREE HWY.
SUITE 481
PHOENIX, AZ 85085

SURVEYOR

MILLER LAND SURVEYING
131 S. 20TH ST.
PHOENIX, AZ 85034
PHONE: 602.243.7193
EMAIL: INFO@MILLERLS.COM
CONTACT: DEJAN KNEZEVIC

BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST. SAID BEARING BEING NORTH 89°27'51\"/>

LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA:

TOGETHER WITH AN UNDIVIDED 5/660TH INTEREST IN AND TO THE WEST 200 FEET OF THE SOUTH 200 FEET OF SAID SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

NOTES

1. THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.
2. THE CITY DOES NOT HAVE SEWER SERVICE AVAILABLE TO THE PROPERTY, HOWEVER PER CITY OF SURPRISE MUNICIPAL CODE CHAPTER 58-314, ONCE SEWER SERVICE IS AVAILABLE WITHIN 500 FEET OF THESE THE OWNER(S) WILL BE REQUIRED TO CONNECT TO CITY SERVICES WITHIN 90 DAYS. IN ADDITION, ANY PRIVATE SEPTIC SYSTEM SHALL BE PROPERLY ABANDONED PER CITY AND COUNTY REQUIREMENTS.
3. NO ON-STE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
4. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE ADEQUATE WATER SUPPLY.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONES "X AND "AE." BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
6. THIS PROPERTY IS IN THE SAGUARO ACRES WATER SERVICE AREA.

REFERENCE DOCUMENTS

1. DEED AS RECORDED IN DOCUMENT NO. 2019-0145466, M.C.R.
2. MINOR LAND DIVISION AS RECORDED IN BOOK 735 OF MAPS, PAGE 45, M.C.R.
3. PLAT OF ALEXANDRA POINTE RURAL SUBDIVISION AS RECORDED IN BOOK 746 OF MAPS, PAGE 2, M.C.R.
4. FINAL PLAT OF CAROL ACRES AS RECORDED IN BOOK 1447 OF MAPS, PAGE 37, M.C.R.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR SIGNATURE
12/05/19
DATE

MILLER LAND SURVEYING

131 SOUTH 20TH STREET
PHOENIX, AZ 85034-2512
TEL 602.243.7193
FAX 602.712.1969



DATE | 08/15/2019
REVISION | 12/05/2019
DRAWN | DK
CHECKED | HC
PROJECT # | 19177MLD

SHEET NUMBER

1 OF 2

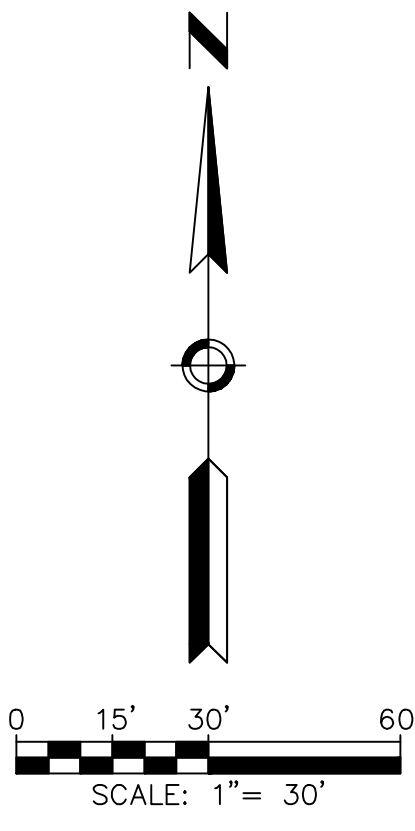
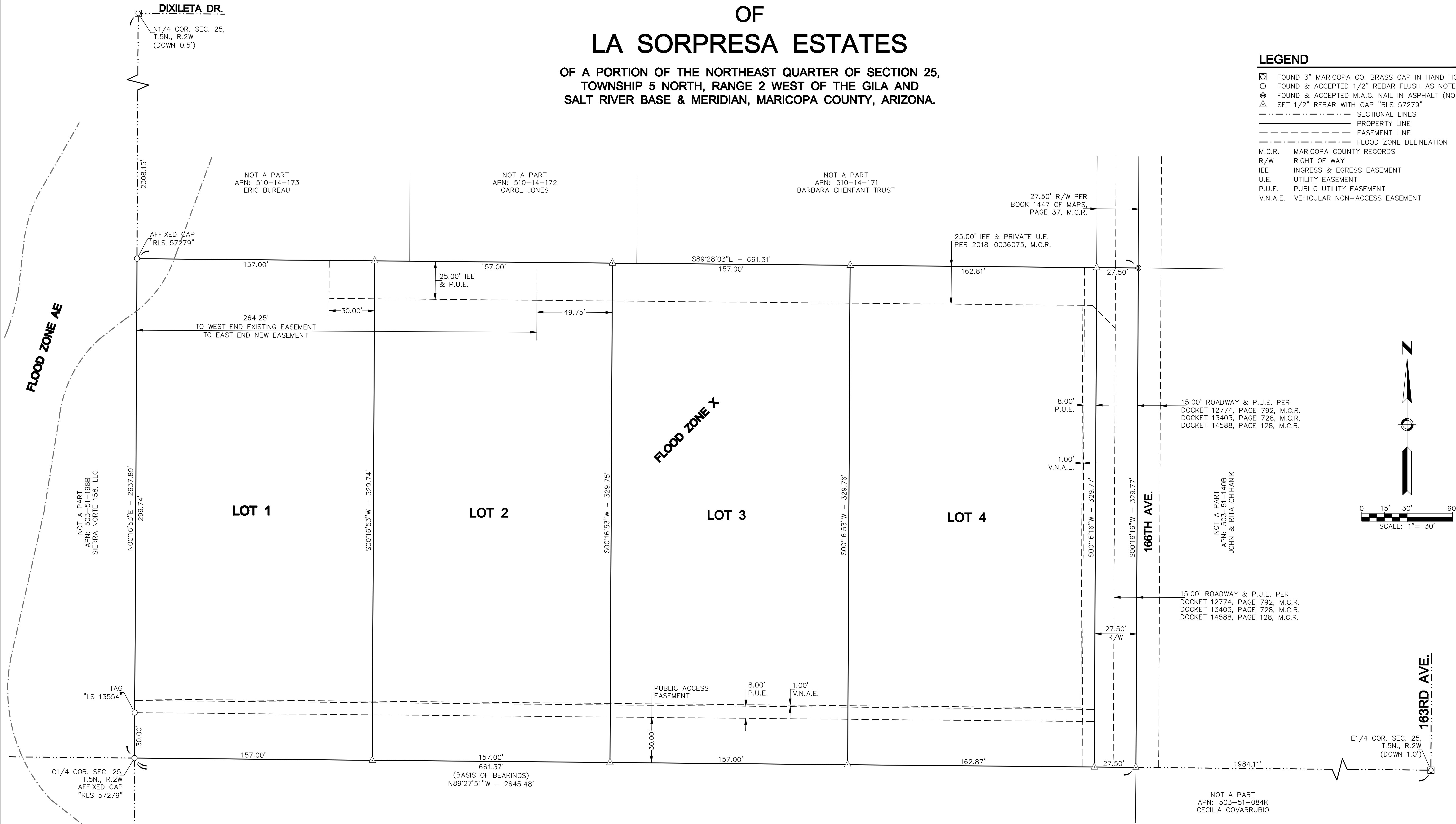
SHEET 1 OF 2
NO. LOTS = 4
GROSS AREA : 5.0064 AC.

FINAL PLAT
OF
LA SORPRESA ESTATES

OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGEND

- FOUND 3" MARICOPA CO. BRASS CAP IN HAND HOLE
- FOUND & ACCEPTED 1/2" REBAR FLUSH AS NOTED
- FOUND & ACCEPTED M.A.G. NAIL IN ASPHALT (NO ID)
- SET 1/2" REBAR WITH CAP "RLS 57279"
- SECTIONAL LINES
- PROPERTY LINE
- EASEMENT LINE
- FLOOD ZONE DELINEATION
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- IEE INGRESS & EGRESS EASEMENT
- U.E. UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT



AREAS		
LOT 1	51,769 SQ. FT.	1.18845 ACRES
LOT 2	51,771 SQ. FT.	1.18850 ACRES
LOT 3	51,772 SQ. FT.	1.18852 ACRES
LOT 4	53,698 SQ. FT.	1.23274 ACRES
R/W	9,069 SQ. FT.	0.20820 ACRES
TOTAL:	218,079 SQ. FT.	5.00641 ACRES

MILLER LAND SURVEYING

131 SOUTH 20TH STREET
PHOENIX, AZ 85034-2512
TEL 602.243.7193
FAX 602.712.1969

DATE	08/15/2019
REVISION	12/05/2019
DRAWN	DK
CHECKED	HC
PROJECT #	19177MLD
SHEET NUMBER	

2 OF 2

SHEET 2 OF 2
NO. LOTS = 4
GROSS AREA : 5.0064 AC.

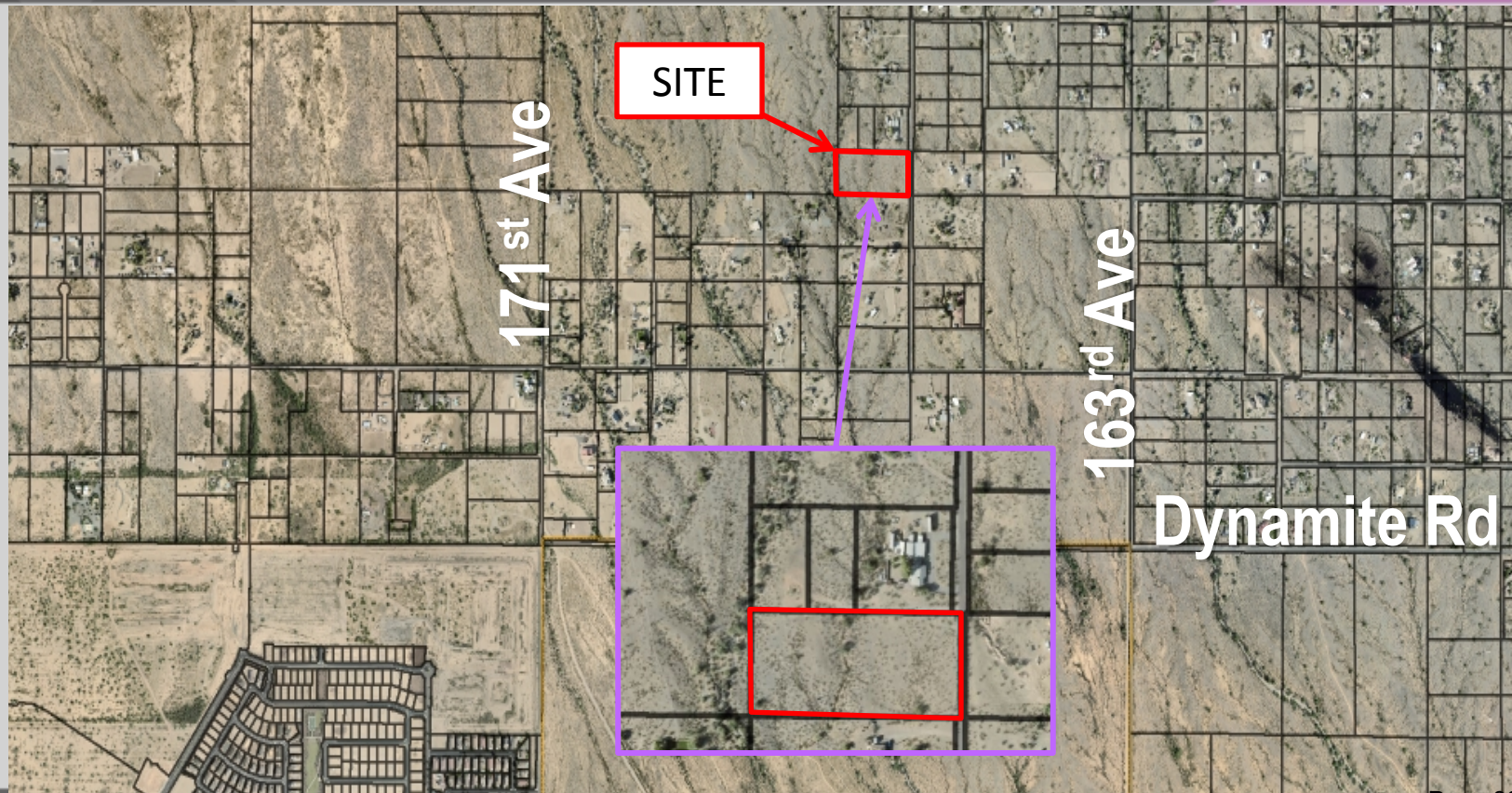


FS19-650

La Sorpresa Estates Final Plat

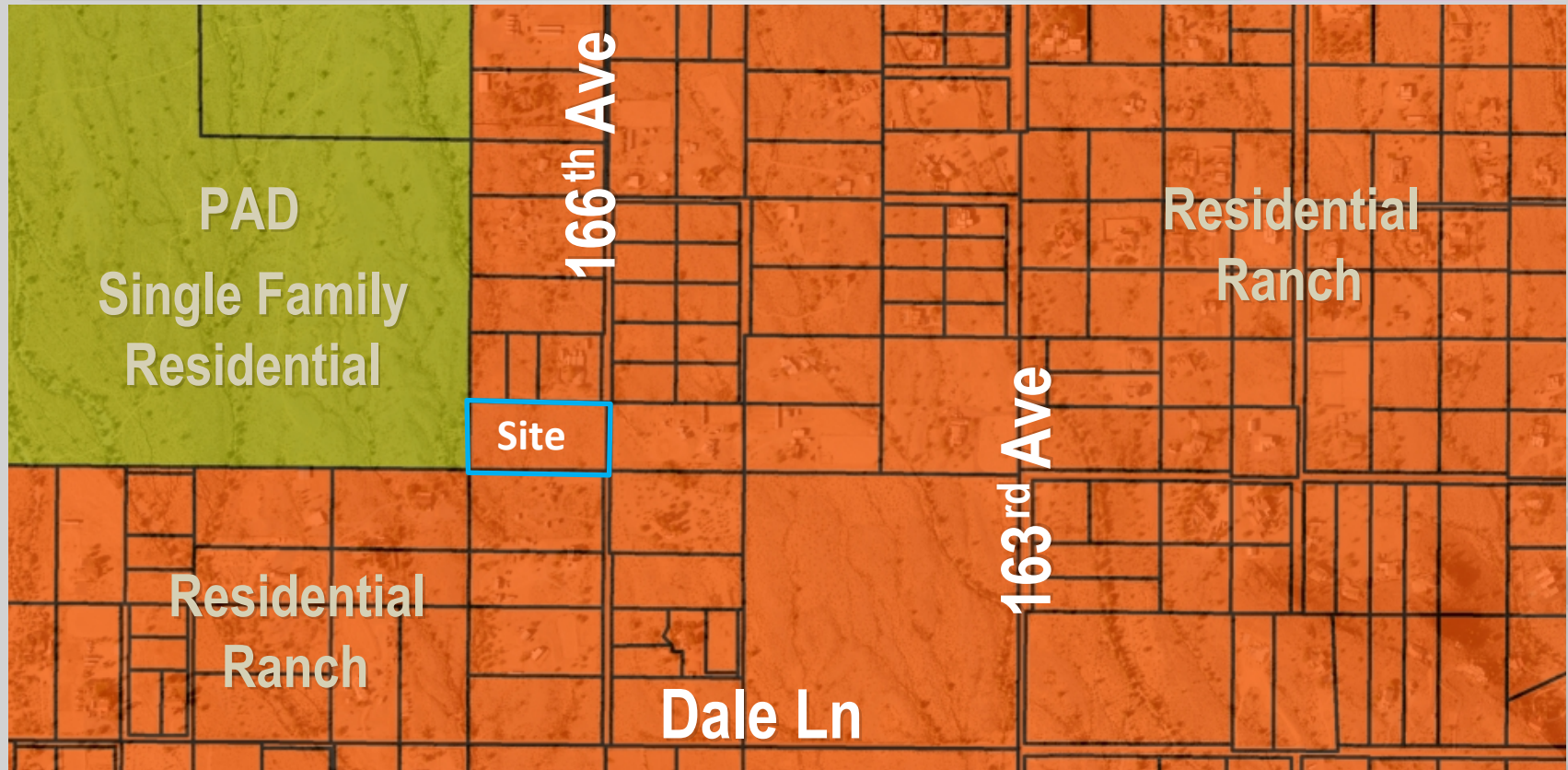
City Council
January 21, 2020

Vicinity MAP

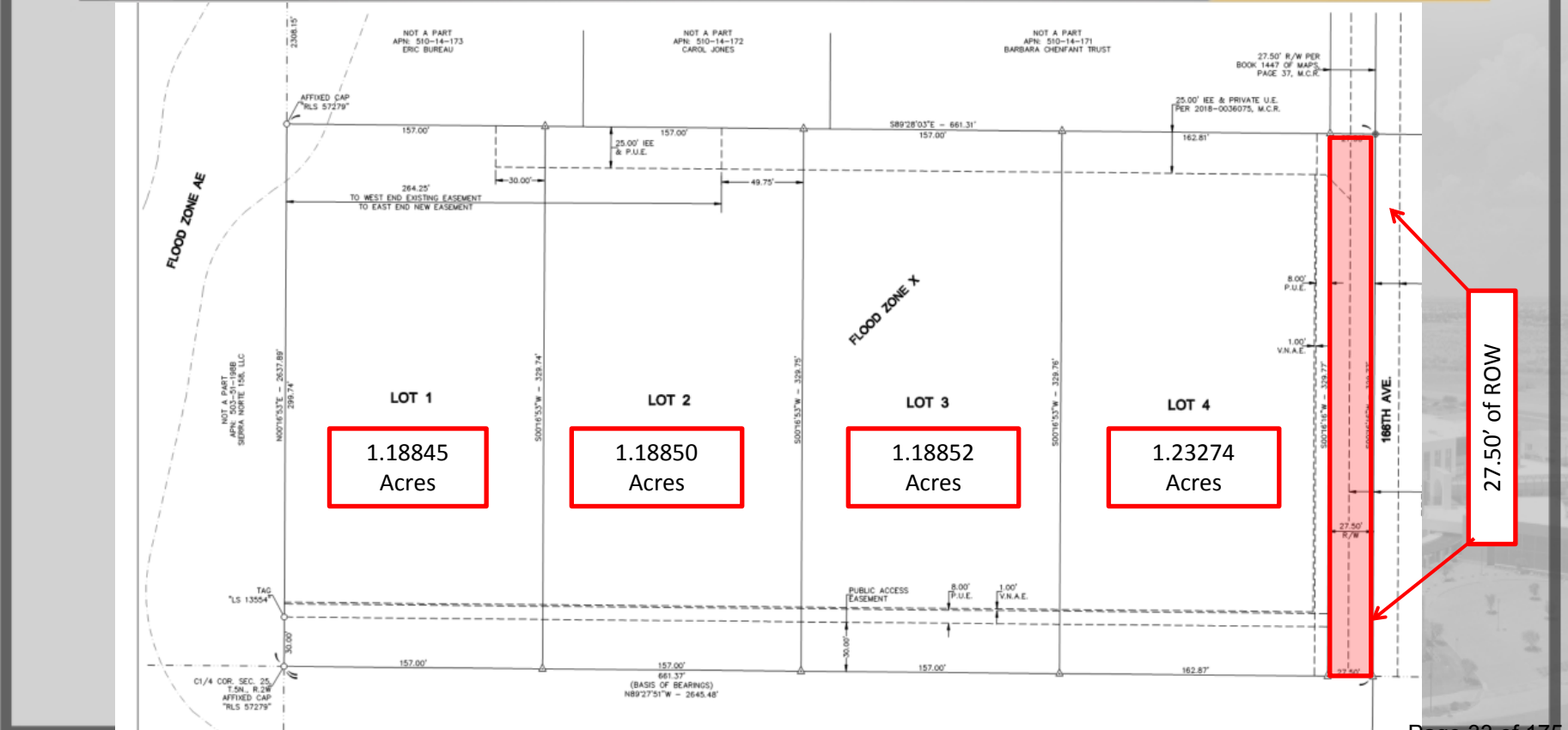




Case Map



Final Plat





QUESTIONS OR COMMENTS?

Thank You

Date: December 30, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: FS19-650 Final Plat of La Sorpresa Estates Right of Way Valuation

The Value of the Right of Way associated with the Final Plat of La Sorpresa Estates FS19-650 is \$45,345.00.

The area being dedicated as right-of-way is 9,069 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 21, 2020 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 6
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Re-Plat of Desert Cove Commercial Park Lot 2 & 3 Amended" and dated December 20, 2019, an 11.24 acre property generally located on the northeastern corner of Litchfield and Desert Cove Roads within the Desert Cove PAD.

Motion:

I move to approve the Final Plat entitled "Re-Plat of Desert Cove Commercial Park Lot 2 & 3 Amended" and dated December 20, 2019.

Background:

Deutsch Architecture Group, on behalf of United Construction Group, seeks approval of a Replat to reconfigure properties and provide property for the purpose of facilitating an anticipated construction facility within the Desert Cove PAD.

Objective Analysis:

The proposed Replat will provide 6.34 acres for the proposed construction facility (Lot 3A) and a 4.90 acre lot (Lot 2A) for future development.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Employment Character Area which supports commercial and industrial uses such as that proposed.

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. SR - FS19-771 - Replat of Desert Cove 2 and 3 - CC Staff Report - 012120

2. 01 - FS19-771 - Replat of Desert Cove 2 and 3 - CC Vicinity - 012120
 3. 02 - FS19-771 - Replat of Desert Cove 2 and 3 - CC Replat - 012120
 4. 03 - FS19-771 - Replat of Desert Cove 2 and 3 - CC PowerPoint - 012120
-

REPLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS19-771

Project Name: Replat of Desert Cove Commercial Park Lots 2 and 3

Council District: 6 – Palo Verde

Meeting Date: January 21, 2020

Planner: Hobart Wingard, Planner II

Owner: United Construction Group

Applicant: Deutsch Architecture Group

Request: Replat approval for Desert Cove Commercial Park Lots 2 and 3

Site Location: On the northeastern corner of Litchfield and Desert Cove Roads within the Desert Cove PAD

Site Size: Approximately 11.24 acres

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None received by staff

PROJECT DESCRIPTION:

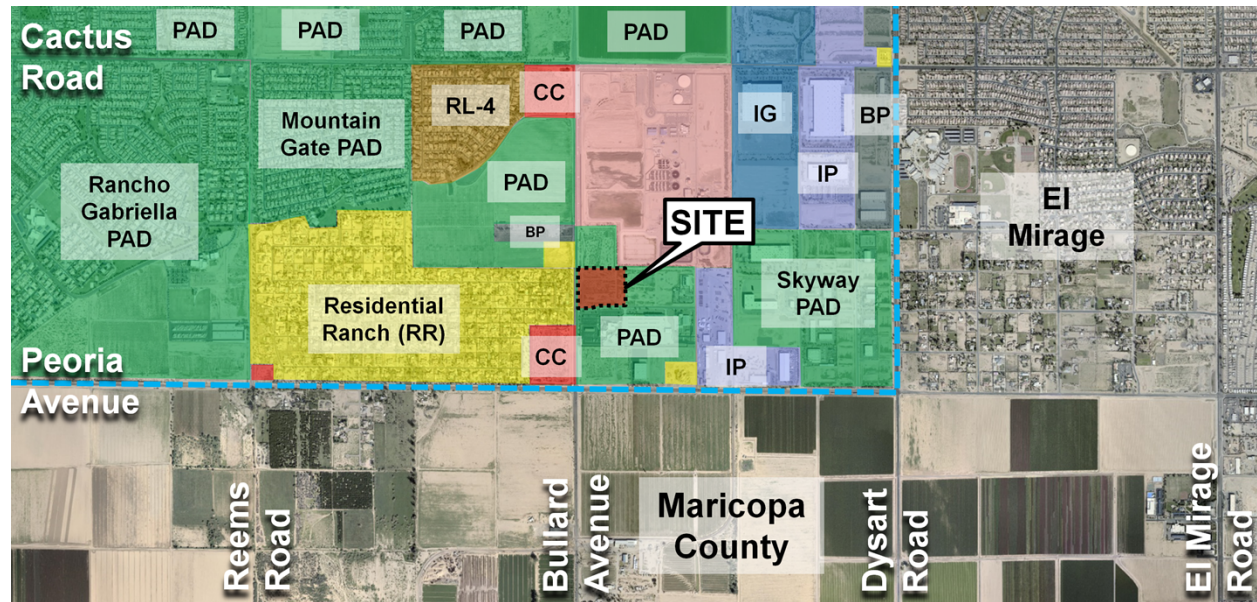
Deutsch Architecture Group, on behalf of United Construction Group, seeks approval of a Replat to reconfigure properties and provide property for the purpose of facilitating an anticipated construction facility within the Desert Cove PAD.

FINDINGS:

- The proposed Final Plat Amendment demonstrates compliance with the General Plan.
- The proposed Final Plat Amendment demonstrates compliance with the Desert Cove PAD.
- The reviewing agencies have indicated no objections to the request.

EXISTING ZONING:

The following map and chart depicts the existing zoning of the subject site and its surroundings:



Residential Ranch (RR)	Desert Cove PAD (C1-C2-C3-I1-PAD)	Public Facilities (PF)
Residential Ranch (RR)	Desert Cove PAD (C1-C2-C3-I1-PAD)	Desert Cove PAD (C1-C2-C3-I1-PAD)
Residential Ranch (RR)	Desert Cove PAD (C1-C2-C3-I1-PAD)	Desert Cove PAD (C1-C2-C3-I1-PAD)

BACKGROUND:

June 22, 1989: The Mayor and City Council approved an Annexation for the subject property under Ordinance 89-06.

December 31, 2001: The Mayor and City Council approved a PAD for Desert Cove under Case PAD01-096.

February 18, 2004: The Community Development Director approved a PAD Amendment for Desert Cove under Case PADA04-029 to allow additional uses.

September 14, 2006: The Mayor and City Council approved a Preliminary Plat for Desert Cove under Case PP05-336.

June 28, 2007: The Mayor and City Council approved a Final Plat for Desert Cove under Case FP07-055.

April 11, 2019: Staff met with the applicant for a regularly scheduled Concept Review for the subject project.

October 30, 2019: The applicant submitted for a Replat for Desert Cove Lots 2 and 3, under Case FS19-771, the subject case.

ANALYSIS AND DISCUSSION:

The subject Replat request involves reconfiguring Lots 2 and 3 of the Desert Cove PAD.

The proposed Replat will provide 6.34 acres for the proposed construction facility (Lot 3A) and a 4.90 acre lot (Lot2A) for future development.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Internet:	Cox/Century Link
Refuse:	Private Collector
Natural Gas:	SWG

CONFORMANCE WITH ADOPTED PLANS:

The Surprise General Plan 2035 shows the subject property as lying within the Employment Character Area which supports commercial and industrial uses such as that proposed.

REVIEWING AGENCIES:

All City reviewing departments have reviewed the request and expressed no objections. The subject Final Plat was also routed to the standard external reviewing agencies, which provided no other comments.

SUMMARY:

Staff believes the proposed Replat is consistent with the manner and intent of the Employment Character Area in which it occupies. Approval will allow the site to be subdivided in accordance with the requirements of the City of Surprise.

ATTACHMENTS:

- 01 - Vicinity Maps
- 02 - Final Plat
- 03 - PowerPoint

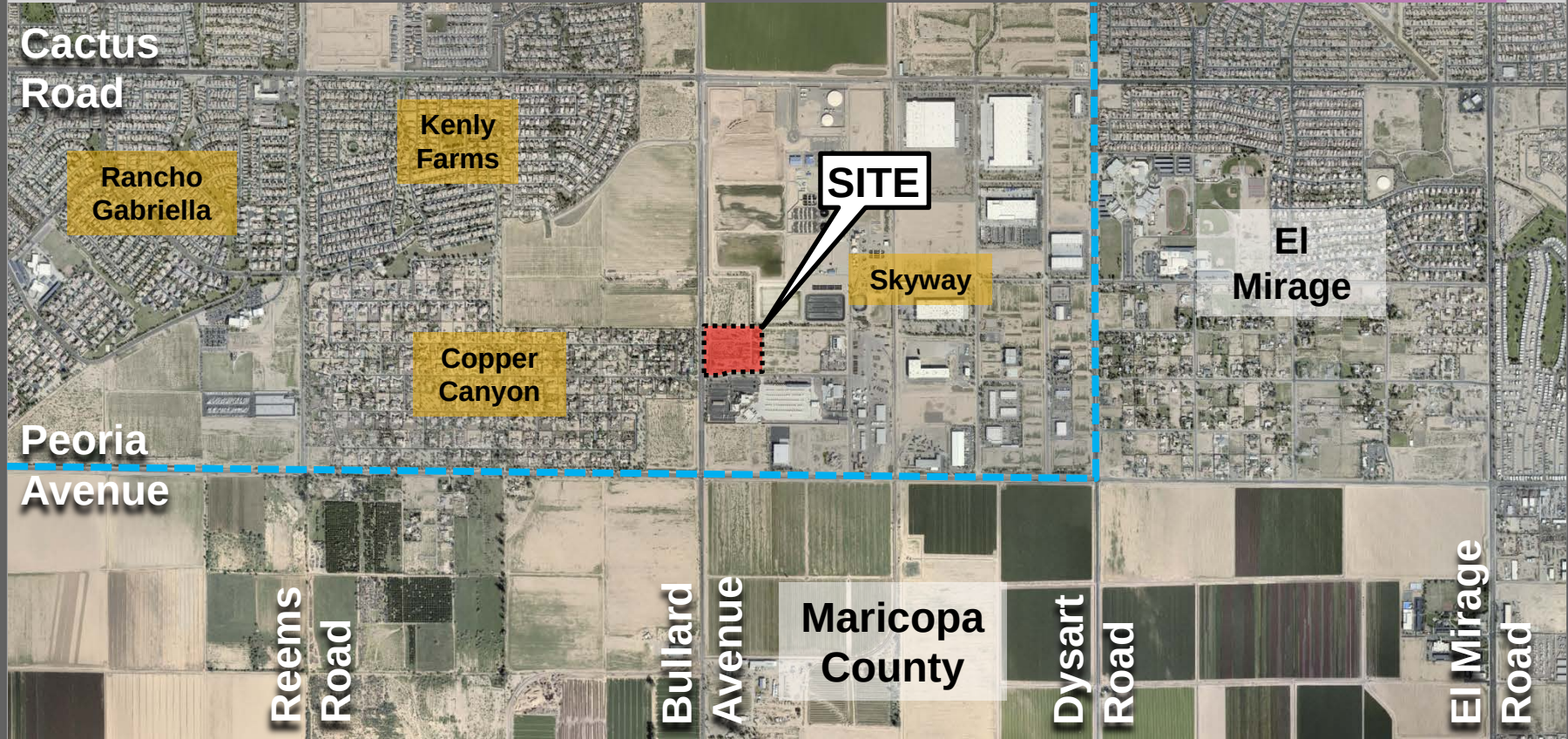
VICINITY MAP

FS19-771
Desert Cove



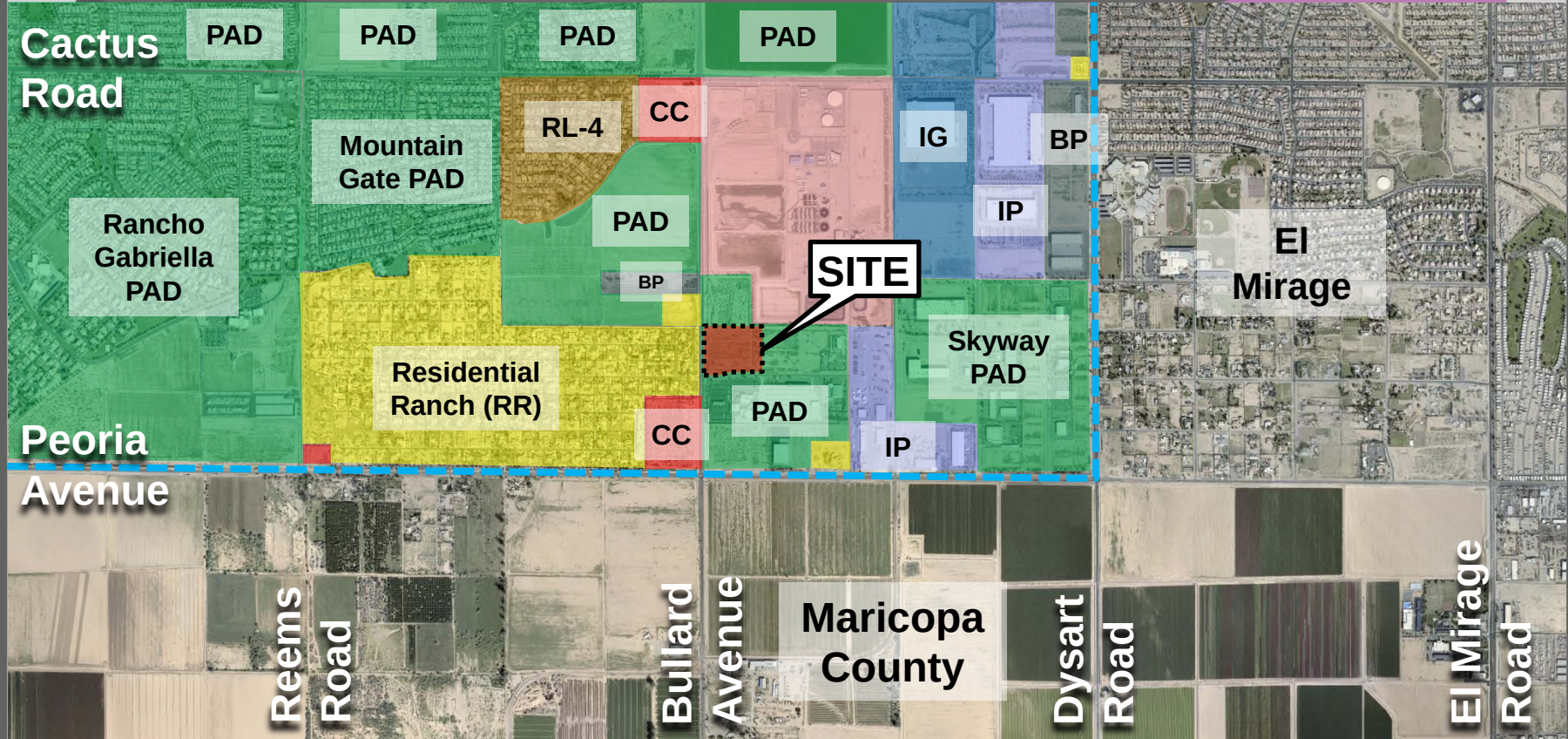
CONTEXT MAP

FS19-771
Desert Cove



ZONING MAP

FS19-771
Desert Cove



RE-PLAT OF DESERT COVE COMMERCIAL PARK LOT 2 & 3 AMENDED

DEDICATION:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT PAPAS INVESTMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND BHK–R, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS HAVE SUBDIVIDED UNDER THE NAME "A REPLAT OF DESERT COVE COMMERCIAL PARK LOT 2 & 3 AMENDED", LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "A REPLAT OF DESERT COVE COMMERCIAL PARK LOT 2 & 3 AMENDED" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNERS HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

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OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON–EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

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IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2019.

PAPAS INVESTMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____
RANDY SHIPP

ITS _____

IN WITNESS WHEREOF, OWNER(S) HAS/HAVE HEREUNTO CAUSED HIS/HER/THEIR NAME(S) TO BE SIGNED, THIS _____ DAY OF _____, 2020.

BHK–R, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____
WILLIAM F. BUTLER

ITS MANAGING MEMBER

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2020, RANDY SHIPP PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF PAPAS INVESTMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS RANDY SHIPP EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2020, WILLIAM F. BUTLER PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGING MEMBER OF BHK–R, LLC, AN ARIZONA LIMITED LIABILITY COMPANY THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS MANAGING MEMBER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

OWNER:

BHK-R, LLC
13550 W. PEORIA AVE.
SUITE #1
SURPRISE, AZ. 85379
PHONE: (623)584–2525
ATTN: GREG BROWN
EMAIL: gmbrownsr@yahoo.com

OWNER:

PAPAS INVESTMENT, LLC
9514 W. ELECTRA LANE
PEORIA, AZ. 85383
PHONE: (602)469–6650
ATTN: RANDY SHIPP
EMAIL: rshipp@ucgaz.com

SURVEYOR:

HUNTER ENGINEERING, INC.
10450 N. 74TH STREET
SCOTTSDALE, AZ 85258
PHONE: (480)994–3985
ATTN: JAMES A. BRUCCI
EMAIL: jbrucci@hunterengineeringpc.com

NOTES:

- A PROPERTY OWNERS ASSOCIATION SHALL MAINTAIN PRIVATE UTILITIES, PRIVATE FACILITIES, COMMON AREA LANDSCAPING AND LANDSCAPING IN THE RIGHT–OF–WAY ADJACENT TO THE PROJECT. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE FOR SUCH AREAS.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
- ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100 YEAR – 2 HOUR STORM EVENT. OWNER(S) OF ANY EXISTING BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
- ALL DRYWELLS SHOWN ON THIS PROJECT SHALL BE MAINTAINED BY THE OWNER(S) AND ARE TO BE REPLACED BY THE OWNER(S) WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A 36 HOUR PERIOD. REGULAR MAINTENANCE OF THE DRYWELL SILTING CHAMBER IS REQUIRED TO ACHIEVE THE BEST OPERATION OF THE DRYWELL.
- NO ON – SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- PURSUANT TO A.R. S. § 42–111 02, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- THE USE AND MAINTENANCE OF DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PRESENT OWNERS AND/OR OWNER'S ASSOCIATION.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY. "NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES" ARE PERMITTED BY C.O.S. STD. DTLS 4–01 & 4.02.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT–OF–WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

FEMA NOTES:

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 1680L (EFFECTIVE REVISED DATE OCTOBER 16, 2013), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X

ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

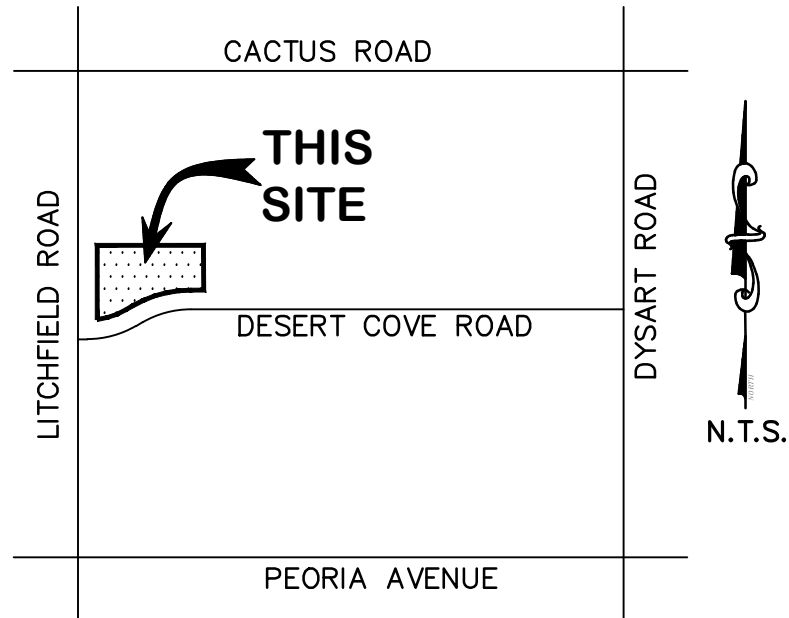
RELEASE OF LIABILITY:

PAPAS INVESTMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND BHK–R, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ["OWNERS"] DO HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT–OF–WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

PUBLIC NOTICE:

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.



VICINITY MAP:

SECTION 22
T.3N., R.1W.

LOT AREAS:

LOT 2A	4.902 AC.± (213,531 S.F.±)
LOT 3A	6.335 AC.± (275,983 S.F.±)
TOTAL NET	11.237 AC.± (489,514 S.F.±)

LEGAL DESCRIPTION:

LOTS 2 AND 3, RE–PLAT OF DESERT COVE COMMERCIAL PARK, ACCORDING TO THE PLAT RECORDED IN BOOK 957 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING:

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 00°47'18" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF REPLAT OF DESERT COVE COMMERCIAL PARK, RECORDED IN BOOK 957, PAGE 40, MARICOPA COUNTY RECORDS, ARIZONA.

RECORDED EASEMENTS SHOWN:

- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: COMMUNICATION AND OTHER FACILITIES
RECORDING DATE: SEPTEMBER 21, 1989
RECORDING NO: 89–438746
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: SEWER LINE
RECORDING DATE: FEBRUARY 25, 1994
RECORDING NO: 94–153737
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: SEWER LINE
RECORDING DATE: FEBRUARY 25, 1994
RECORDING NO: 94–153738
- EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE PLAT RECORDED IN BOOK 937 OF MAPS, PAGE 50; AND THEREAFTER REPLAT RECORDED IN BOOK 957 OF MAPS, PAGE 40.

APPROVAL:

CITY OF SURPRISE ENGINEERING APPROVAL

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS _____ DAY OF _____, 2020, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ CITY ENGINEER _____ DATE _____

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS _____

DAY OF _____, 2020.

ATTEST: _____ MAYOR _____ DATE _____

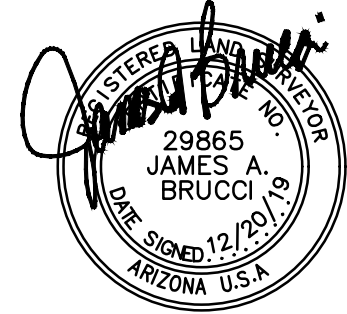
CITY CLERK _____ DATE _____

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.

James A. Brucci
JAMES A. BRUCCI AZ RLS #29865

DATE OF PREPARATION: OCTOBER 30, 2019
REVISION DATE: DECEMBER 20, 2019



HUNTER
ENGINEERING
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

RE-PLAT OF DESERT COVE COMMERCIAL PARK LOT 2 & 3 AMENDED

LOTS 2 & 3, OF A REPLAT OF DESERT COVE COMMERCIAL PARK, AS RECORDED IN BOOK 957 OF MAPS, PAGE 40 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

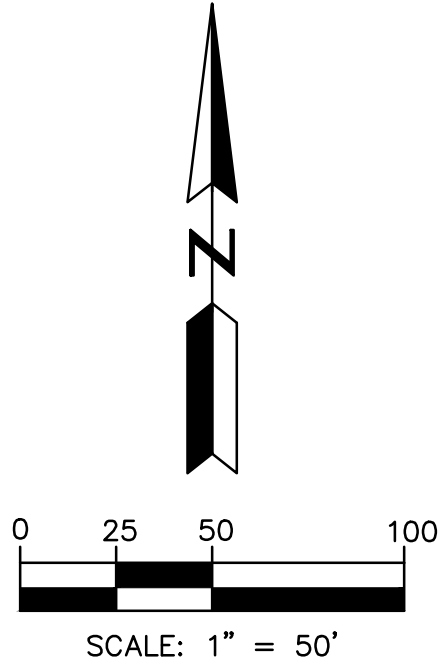
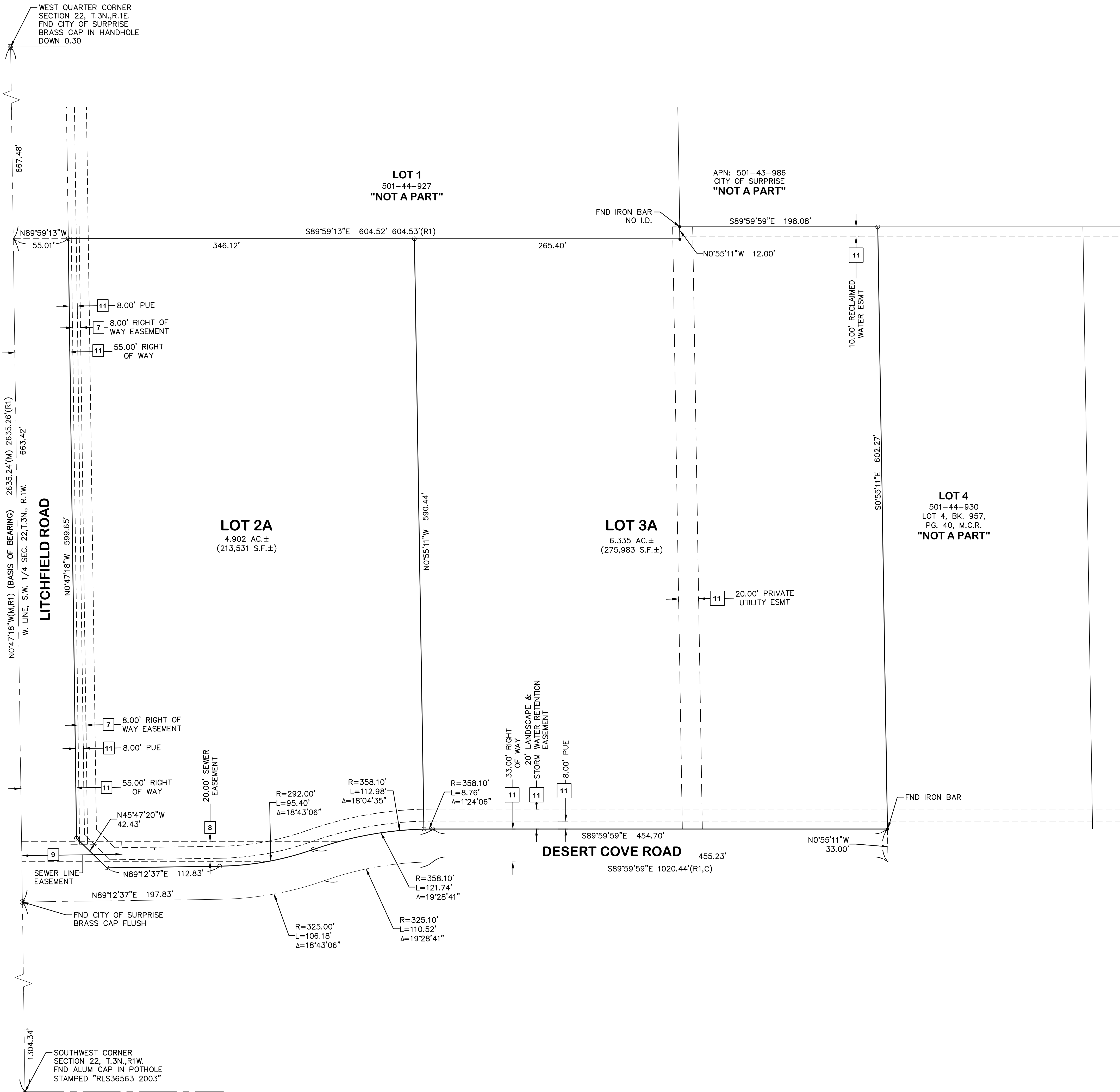
SECTION: 22
TWNHP: 3N
RANGE: 1W

JOB NO.:
DEUT042–S

SCALE
N.T.S.

SHEET
1 OF 2

FS19-771



LEGEND:

- | | |
|--|---|
| ○ IRON PIPE FOUND | — — — MONUMENT LINE |
| △ PK/WASHER | — — — PROPERTY LINE |
| ● COTTON PICKER SPINDLE | — — — EASEMENT LINE |
| ☒ ALUMINUM CAP IN HANDHOLE | — — — RIGHT-OF-WAY LINE |
| ▲ SUBDIVISION CORNER | (R1) RECORDED DATA ACCORDING FINAL PLAT OF THE RE-PLAT OF DESERT COVE COMMERCIAL PARK AS RECORDED IN BOOK 957 OF MAPS, PAGE 40 OF THE MARICOPA COUNTY RECORDS |
| ☒ BRASS CAP IN HANDHOLE | (M) MEASURED INFORMATION FROM FIELD DATA COLLECTION. |
| ● FOUND AS NOTED | # RECORDED DOCUMENT REFERENCE |
| ◎ BRASS CAP FLUSH | |
| ◎ ALUMINUM CAP FLUSH | |
| ○ SET 1/2" REBAR & CAP STAMPED "RLS 29865" | |

NO.	DATE	REVISION	BY

PURPOSE:
FINAL PLAT

DRAWN BY: PJE
CHECKED BY: JAB

HUNTER
ENGINEERING
CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



**RE-PLAT OF DESERT COVE
COMMERCIAL PARK LOT 2 & 3 AMENDED**

LOTS 2 & 3, OF A REPLAT OF DESERT COVE COMMERCIAL PARK, AS RECORDED IN BOOK 957 OF MAPS, PAGE 40 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE GILA SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 22
TWNSHIP: 3N
RANGE: 1W

JOB NO.:
DEUT042-S

SCALE
1"=50'

SHEET
2 OF **2**



FS19-771

Desert Cove Lots 2 and 3

Replat

Mayor and City Council – January 21, 2019

VICINITY MAP

FS19-771
Desert Cove



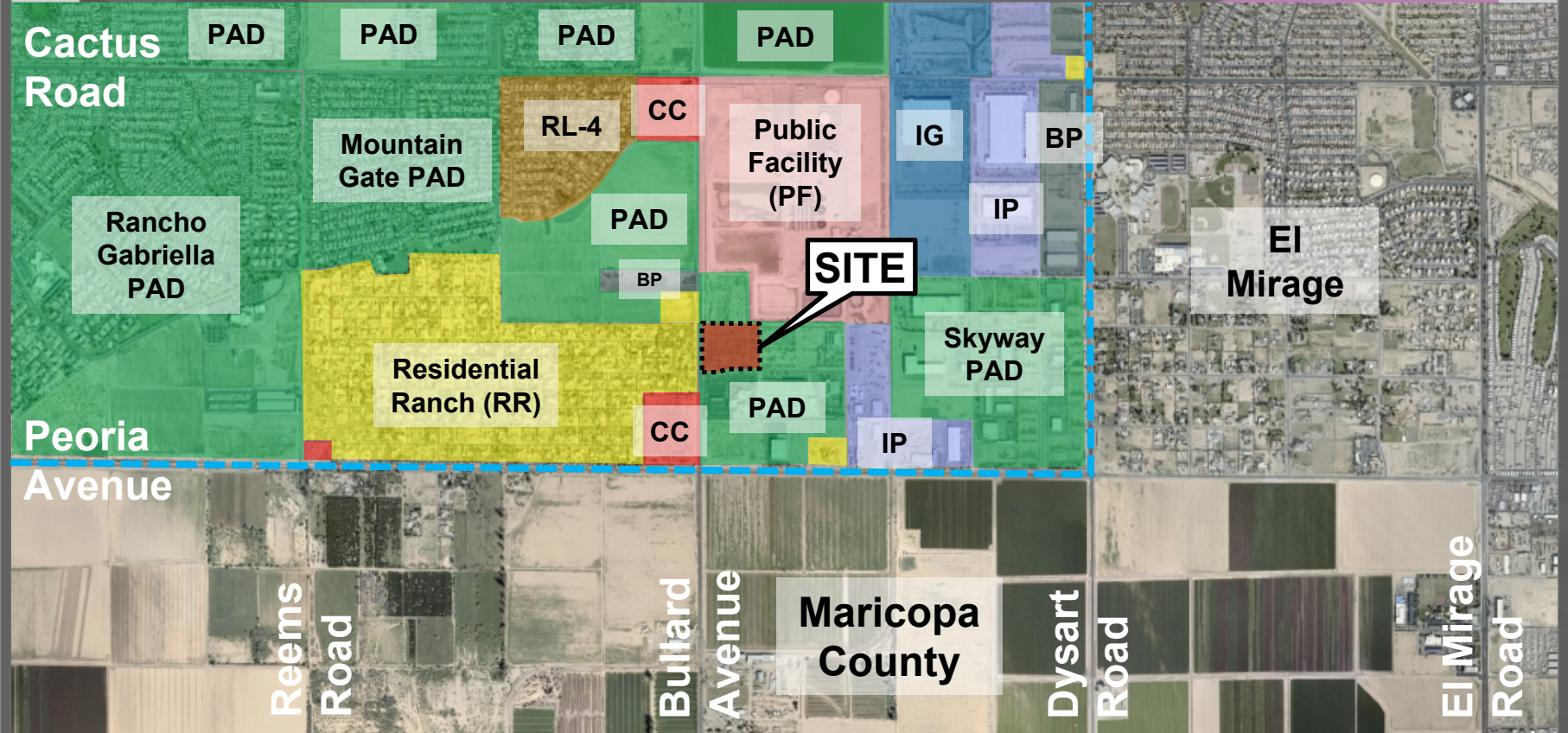
CONTEXT MAP

FS19-771
Desert Cove



ZONING MAP

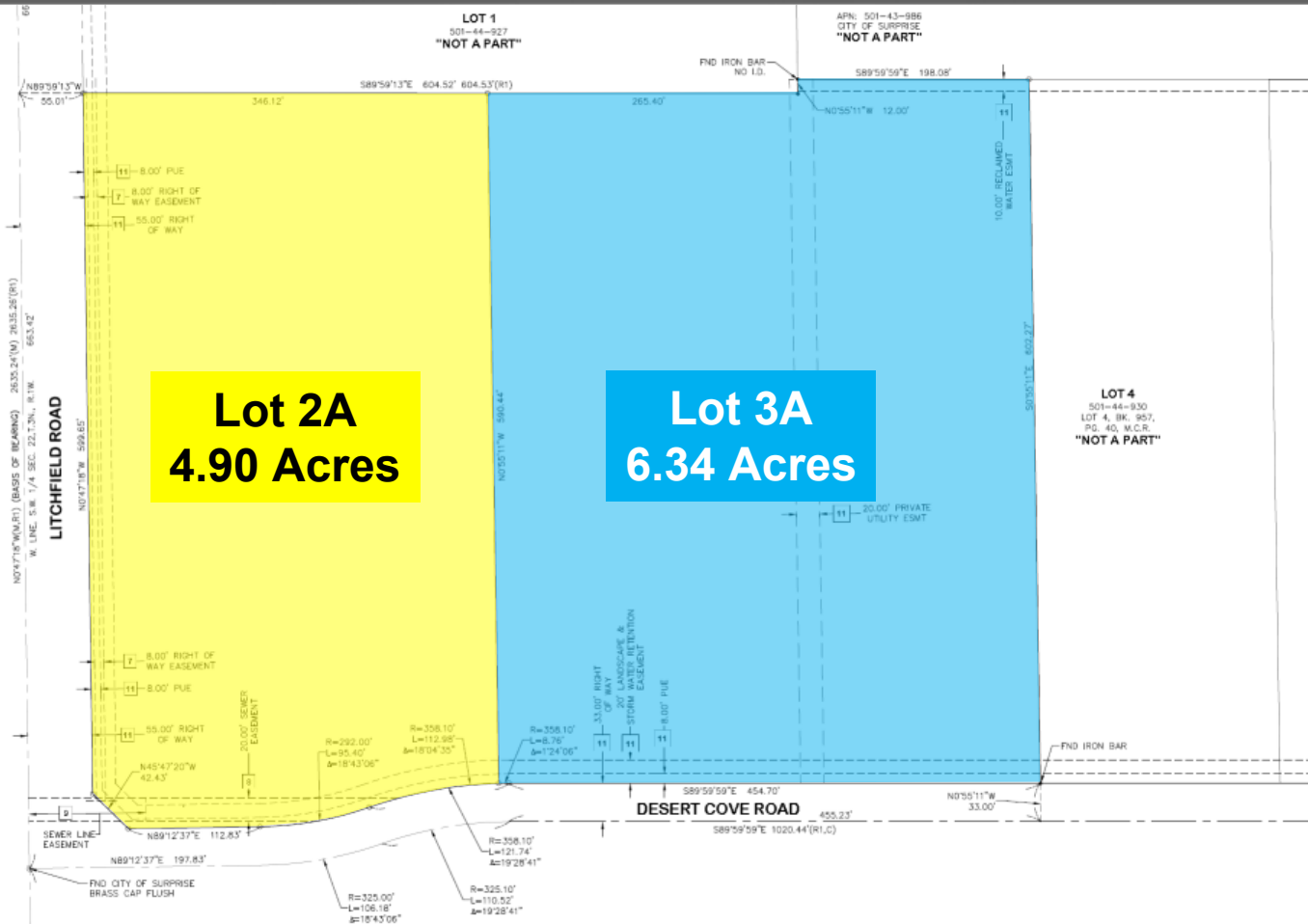
FS19-771
Desert Cove





FINAL





FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 21, 2020 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 2
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Grand Village Center North" and dated December 9, 2019, an 8.56 acre property generally located on the southern corner of Grand Avenue and Reems Road within the Park Place Planned Area Development ("PAD").

Motion:

I move to approve the Final Plat entitled "Grand Village Center North" and dated December 9, 2019.

Background:

Hunter Engineering, on behalf of Merrill Companies, LLC, seeks approval of a Final Plat Amendment to subdivide the original Grand Village Center North Parcel within the Park Place PAD.

Objective Analysis:

The proposed Final Plat will provide a 1.50 acre parcel for the Northern parcel and a 7.06 acre parcel for the Southern portion.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Commerce and Office Character Area within the Surprise Center District, which supports uses such as that existing.

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. SR - FS19-639 - Grand Village Center North FP - CC Staff Report - 012120
2. 01 - FS19-639 - Grand Village Center North FP - Vicinity Maps - 012120
3. 02 - FS19-639 - Grand Village Center North FP - Final Plat - 012120

FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS19-639

Project Name: Grand Village Center North at Park Place

Council District: 2 – Cottonwood

Meeting Date: January 21, 2020

Planner: Hobart Wingard, Planner II

Owner: Merrill Companies, LLC

Applicant: Hunter Engineering

Request: Final Plat approval for Grand Village Center North at Park Place PAD

Site Location: Generally, on the southern corner of Grand Avenue and Reems Road within the Park Place PAD

Site Size: Approximately 8.56 acres

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None received by staff

PROJECT DESCRIPTION:

Hunter Engineering, on behalf of Merrill Companies, LLC, seeks approval of a Final Plat Amendment to subdivide the original Grand Village Center North Parcel within the Park Place PAD.

FINDINGS:

- The proposed Final Plat Amendment demonstrates compliance with the General Plan.
- The proposed Final Plat Amendment demonstrates compliance with the Park Place PAD.
- The reviewing agencies have indicated no objections to the request.

EXISTING ZONING:

The following map and chart depicts the existing zoning of the subject site and its surroundings:



Sun City Grand PAD (C2-PAD)	Sun City Grand PAD (C2-PAD)	Residential Ranch (RR)
Sun City Grand PAD (C2-PAD)	Park Place PAD (C3-PAD)	Park Place PAD (C3-PAD)
Park Place PAD (C3-PAD)	Park Place PAD (R3-PAD)	Park Place PAD (C3-PAD)

BACKGROUND:

May 23, 1987: The Mayor and City Council approved an Annexation for the subject property under Ordinance 87-03.

August 8, 1996: The Mayor and City Council approved a PAD for Park Place under case PAD91-001.

October 9, 1997: The Mayor and City Council approved a PAD Amendment for Park Place under case PADA95-049.

April 22, 2004: The Mayor and City Council approved a final plat amendment for Grand Village Center under Case FPA04-049.

April 18, 2006: The Planning and Zoning Commission approved a Site Plan for Grand Village Center North under Case SP05-452

August 20, 2009: A Minor PAD Amendment for Park Place was approved by Senior Staff.

May 9, 2019: Staff met with the applicant for a regularly scheduled Concept Review for the subject project.

September 5, 2019: The applicant submitted for an Amended Final Plat for Grand Village Center North at Park Place, under Case FS19-639, the subject case.

ANALYSIS AND DISCUSSION:

The subject Final Plat Amendment request involves subdividing the existing Grand Village Center North to provide separate ownership of the northernmost building.

The proposed Final Plat Amendment will divide the 8.56 acre parcel to provide a 1.50 acre parcel (Lot 1A) for the northern building while providing a 7.06 acre parcel (Lot 2A) for the balance of the site.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	EPCOR
Wastewater:	City of Surprise
Internet:	Cox/Century Link
Refuse:	Private Collector
Natural Gas:	SWG

CONFORMANCE WITH ADOPTED PLANS:

The Surprise General Plan 2035 shows the subject property as lying within the Commerce and Office Character Area within the Surprise Center District, which supports commercial uses such as that existing.

REVIEWING AGENCIES:

All City reviewing departments have reviewed the request and expressed no objections. The subject Final Plat was also routed to the standard external reviewing agencies, which provided no other comments.

SUMMARY:

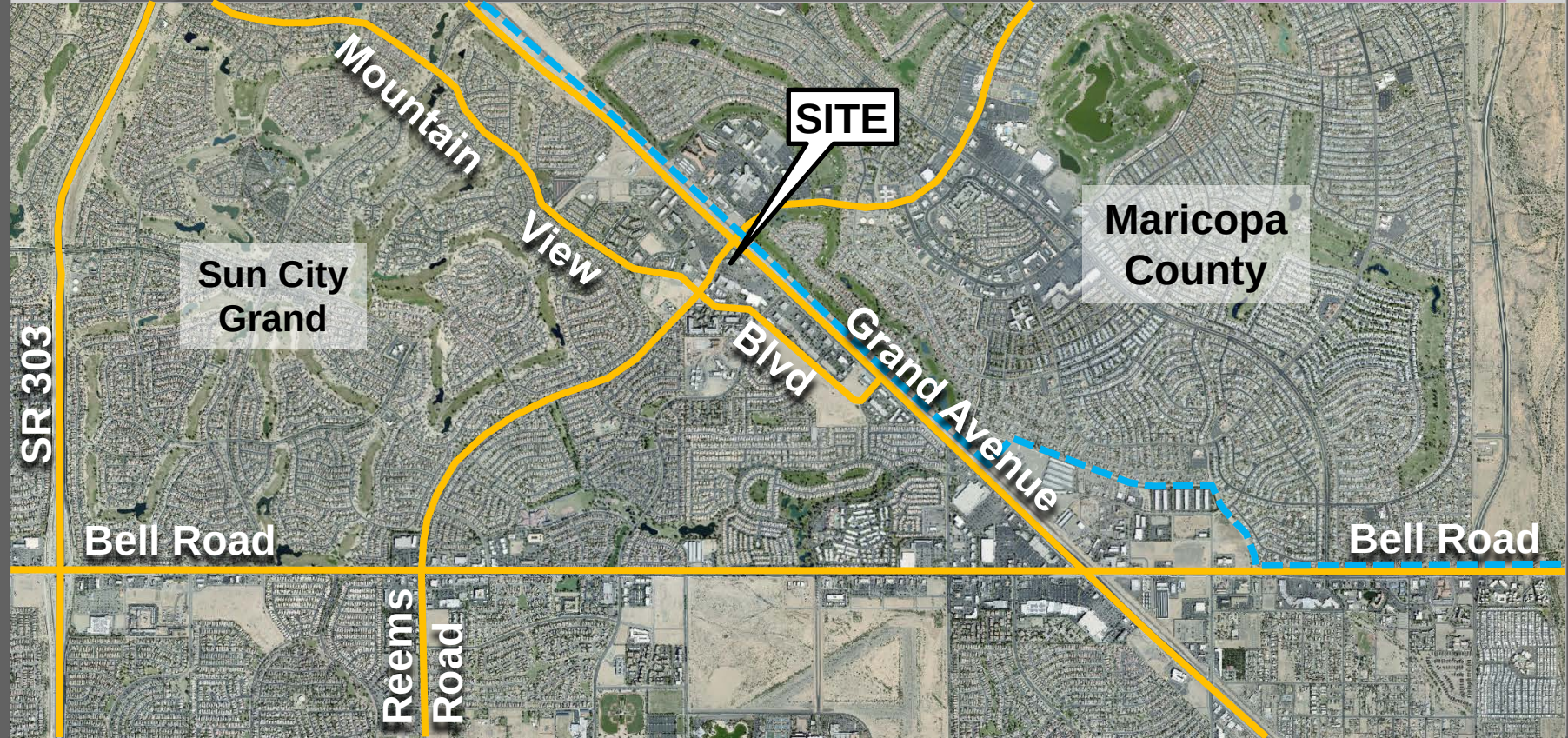
Staff believes the proposed Final Plat is consistent with the manner and intent of the Commerce and Office Character Area in which it occupies. Approval will allow the site to be subdivided in accordance with the requirements of the City of Surprise.

ATTACHMENTS:

- 01 - Vicinity Maps
- 02 - Final Plat
- 03 - PowerPoint

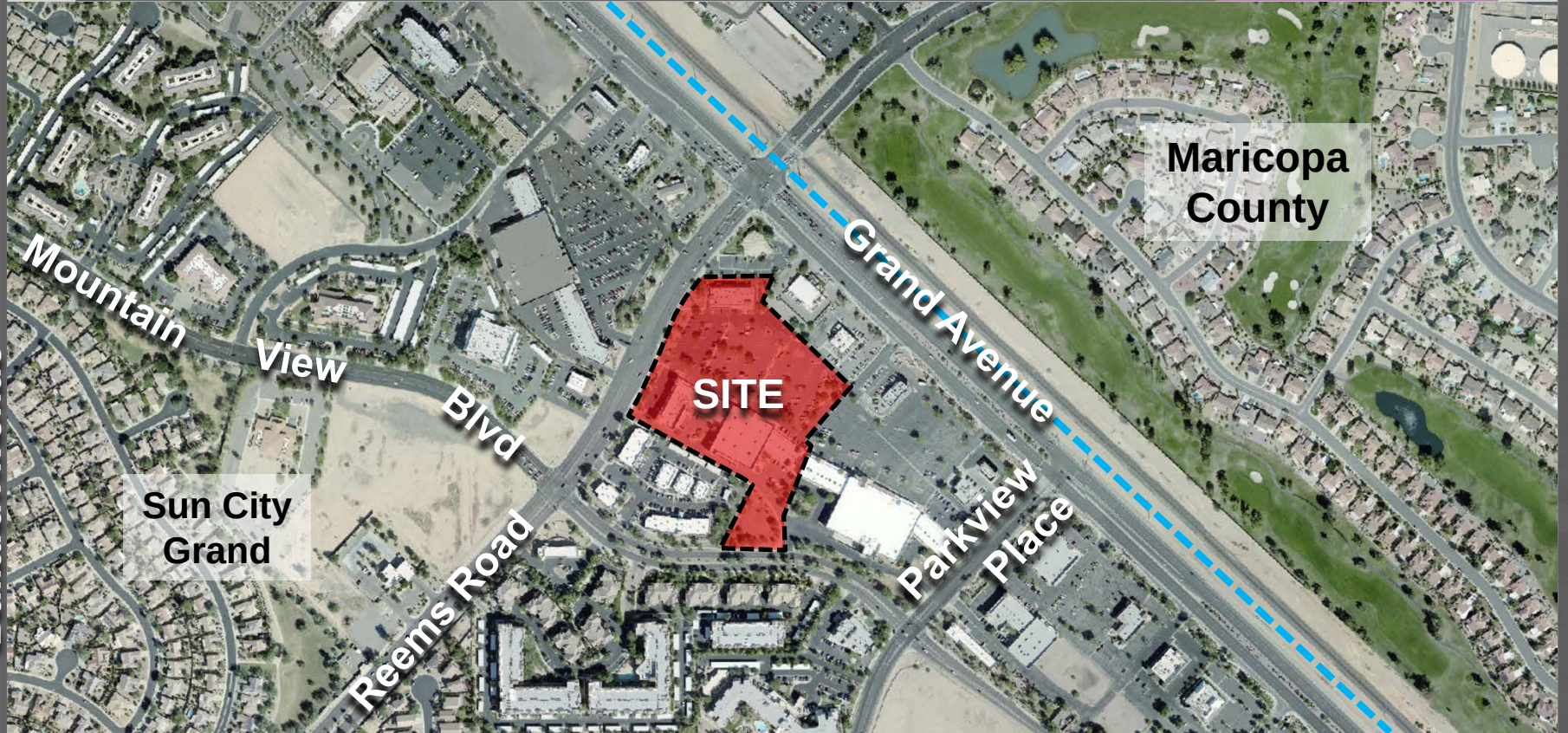
VICINITY MAP

FS19-639
Grand Village



VICINITY MAP

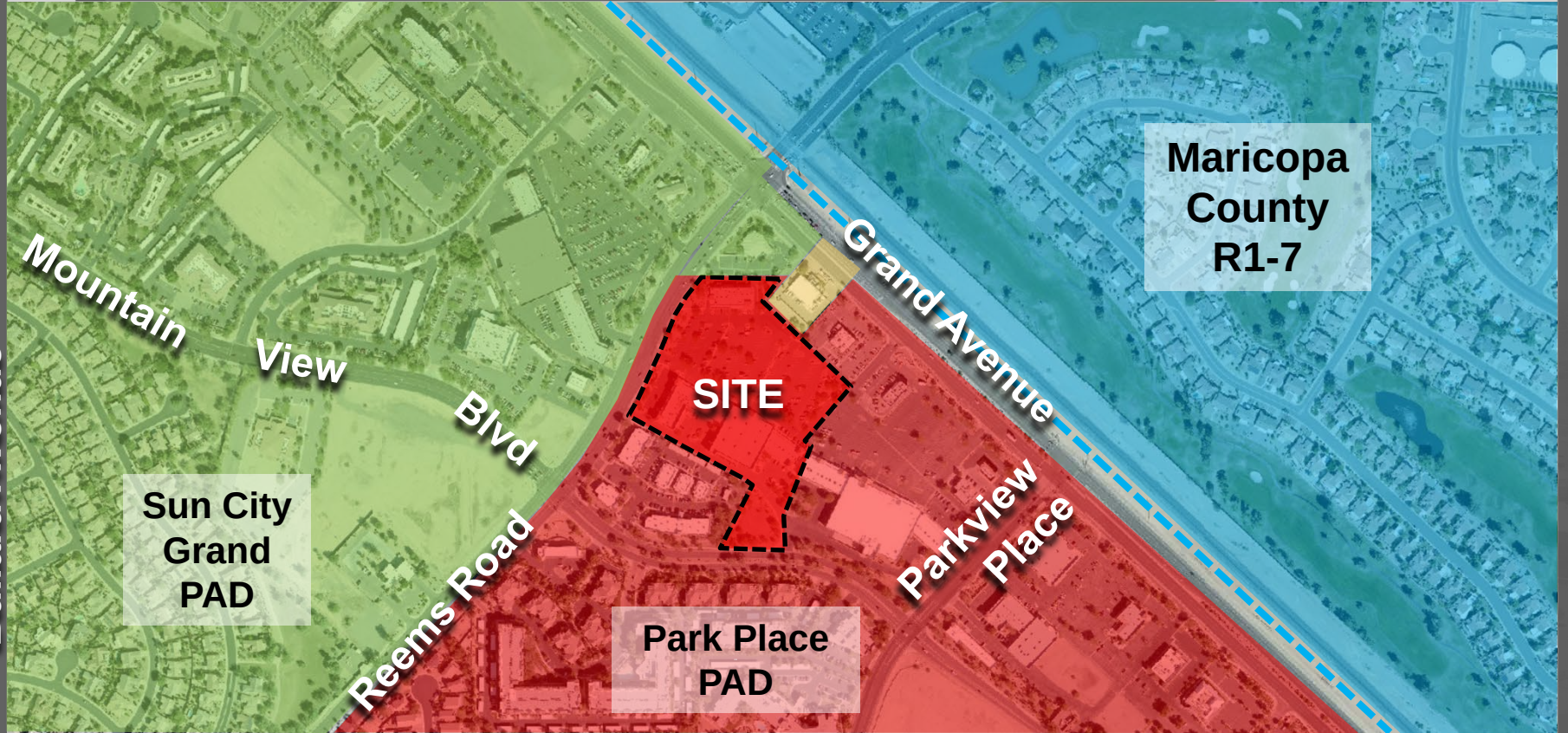
FS19-639
Grand Village



ZONING MAP

FS19-639
Grand Village

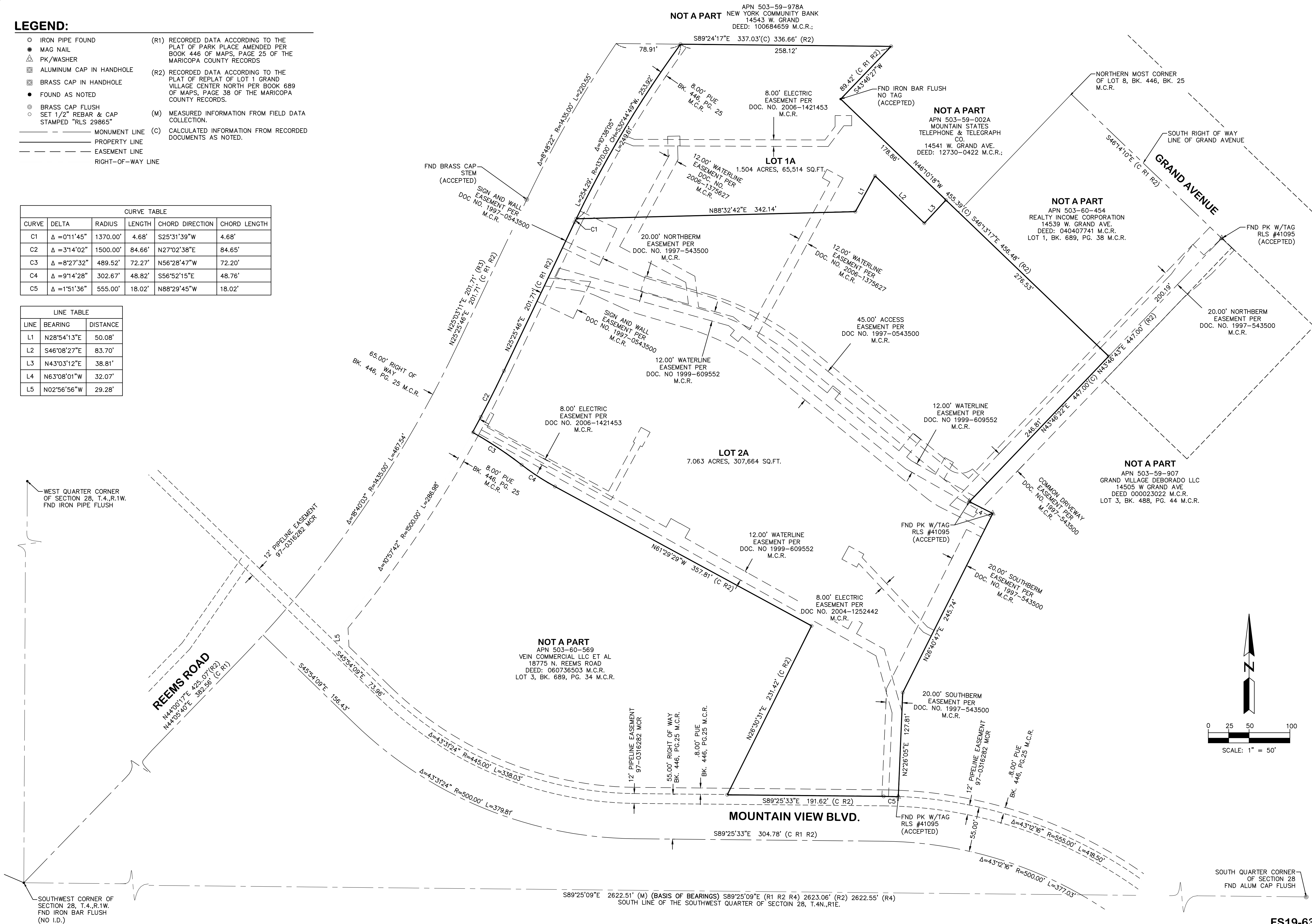
Bullard Avenue



○ IRON PIPE FOUND	(R1)	RECORDED DATA ACCORDING TO THE PLAT OF PARK PLACE AMENDED PER BOOK 446 OF MAPS, PAGE 25 OF THE MARICOPA COUNTY RECORDS
○ MAG NAIL		
△ PK/WASHER		
☒ ALUMINUM CAP IN HANDHOLE	(R2)	RECORDED DATA ACCORDING TO THE PLAT OF REPLAT OF LOT 1 GRAND VILLAGE CENTER NORTH PER BOOK 689 OF MAPS, PAGE 38 OF THE MARICOPA COUNTY RECORDS.
☒ BRASS CAP IN HANDHOLE		
● FOUND AS NOTED		
○ BRASS CAP FLUSH		
○ SET 1/2" REBAR & CAP STAMPED "RLS 29865"	(M)	MEASURED INFORMATION FROM FIELD DATA COLLECTION.
_____ — MONUMENT LINE	(C)	CALCULATED INFORMATION FROM RECORDED DOCUMENTS AS NOTED.
_____ — PROPERTY LINE		
— — — — — EASEMENT LINE		
_____ — RIGHT-OF-WAY LINE		

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	$\Delta = 0^{\circ}11'45''$	1370.00'	4.68'	S25°31'39"W	4.68'
C2	$\Delta = 3^{\circ}14'02''$	1500.00'	84.66'	N27°02'38"E	84.65'
C3	$\Delta = 8^{\circ}27'32''$	489.52'	72.27'	N56°28'47"W	72.20'
C4	$\Delta = 9^{\circ}14'28''$	302.67'	48.82'	S56°52'15"E	48.76'
C5	$\Delta = 1^{\circ}51'36''$	555.00'	18.02'	N88°29'45"W	18.02'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N28°54'13"E	50.08'
L2	S46°08'27"E	83.70'
L3	N43°03'12"E	38.81'
L4	N63°08'01"W	32.07'
L5	N02°56'56"W	29.28'



NO.	DATE	REVISION	BY

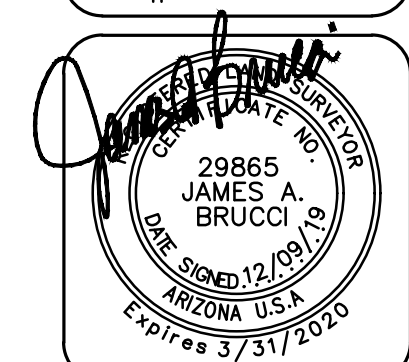
PURPOSE:
FINAL PLAT

DRAWN BY: JR
CHECKED BY: JAB

HUNTER
ENGINEERING

CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



FINAL PLAT FOR GRAND VILLAGE CENTER NORTH

A REPLAT OF LOT 2, OF "REPLAT OF LOT 1, GRAND VILLAGE CENTER NORTH," AS RECORDED IN BOOK 689 OF MAPS, PAGE 38 OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 28
TWNSHIP: 4N
RANGE: 1W

JOB NO.:
MERR001-FP

SCALE
1"=50'

SHEET
2 OF 2



FS19-639

Grand Village Center North

Final Plat

Mayor and City Council – January 21, 2019

VICINITY MAP

FS19-639
Grand Village



VICINITY MAP

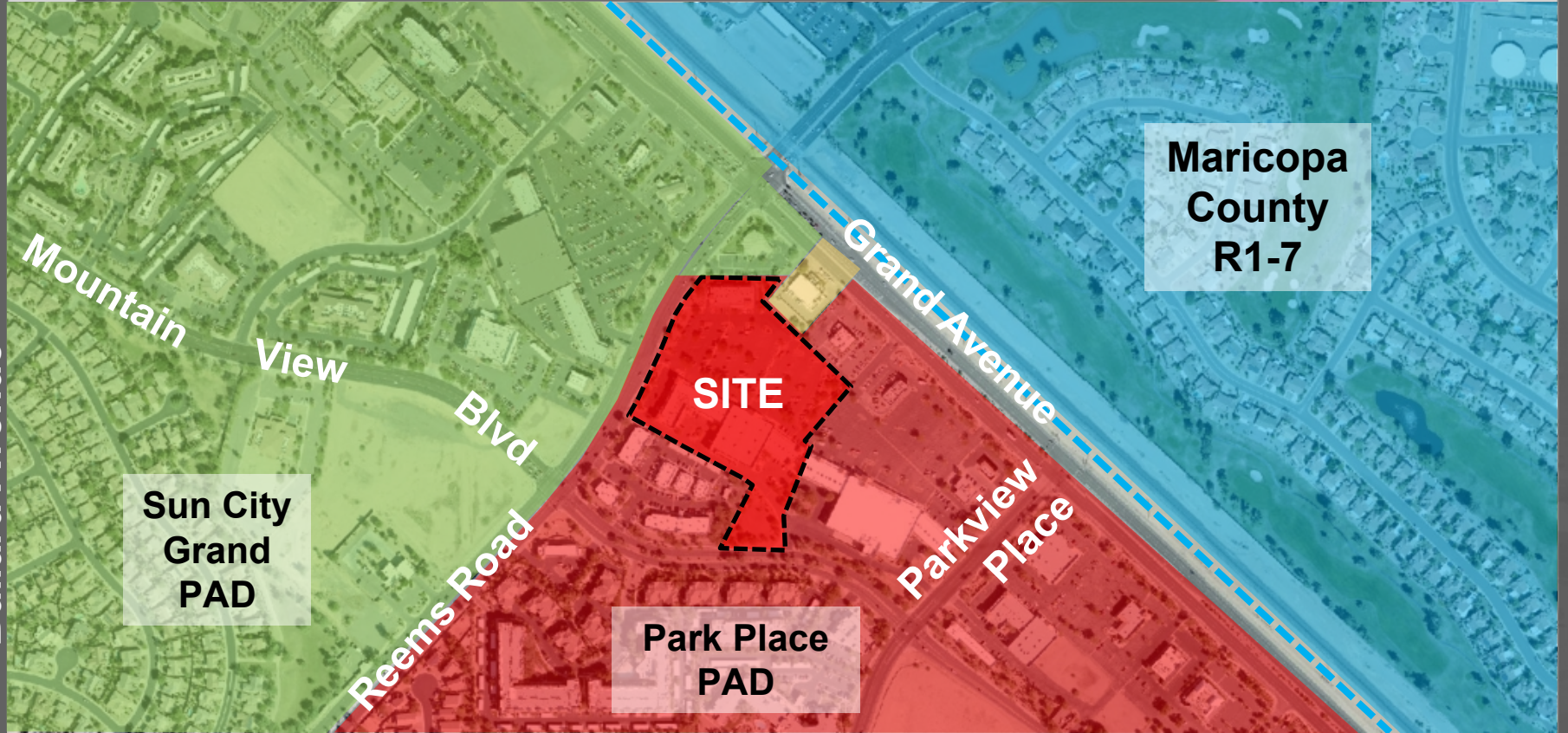
FS19-639
Grand Village



ZONING MAP

FS19-639
Grand Village

Bullard Avenue





FINA





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 21, 2020 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat Amendment entitled, “Tractor Supply Company - Surprise” and dated January 2, 2020, a 20.74 acre property generally located south of Greenway Road and east of Cotton Lane.

Motion:

I move to approve the Final Plat Amendment entitled, “Tractor Supply Company - Surprise” and dated January 2, 2020.

Background:

CEG Applied Sciences, on behalf of Suburban Land Reserve, requests approval of a Final Plat Amendment for Tractor Supply Company. The subject request involves the re-platting of Lot 2 of the previously recorded plat into two (2) separate lots.

Objective Analysis:

The proposed Amended Final Plat meets the requirements of the Prasada PAD and the Surprise Municipal Code (SMC).

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Commerce and Office Character Area, which supports commercial/retail development. The proposed retail establishment is consistent with the General Plan.

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 00 FS19-542 TSC Final Plat 01-21-20 CC Staff Report
 2. 01 FS19-542 TSC Final Plat Vicinity Map
 3. 02 FS19-542 TSC Final Plat Case Map
 4. 04 FS19-654 TSC Final Plat 01-21-20 CC Presentation
 5. TractorSupplyMylar
-

FINAL PLAT REPORT TO THE CITY COUNCIL

Case: FS19-542

Project Name: Tractor Supply Company Final Plat

Council District: 3 - Mesquite

Meeting Date: January 21, 2020

Planner: Robert H. Kuhfuss, AICP

Owner: Suburban Land Reserve

Applicant: CEG Applied Sciences

Request: Final Plat Amendment for Tractor Supply Company - Surprise

Site Location: Generally located south of Greenway Road and east of Cotton Lane

Area: 20.74 acres (approx.)

Density: N/A

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None known

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the SUDC.
- The reviewing agencies have indicated no objections to the request.

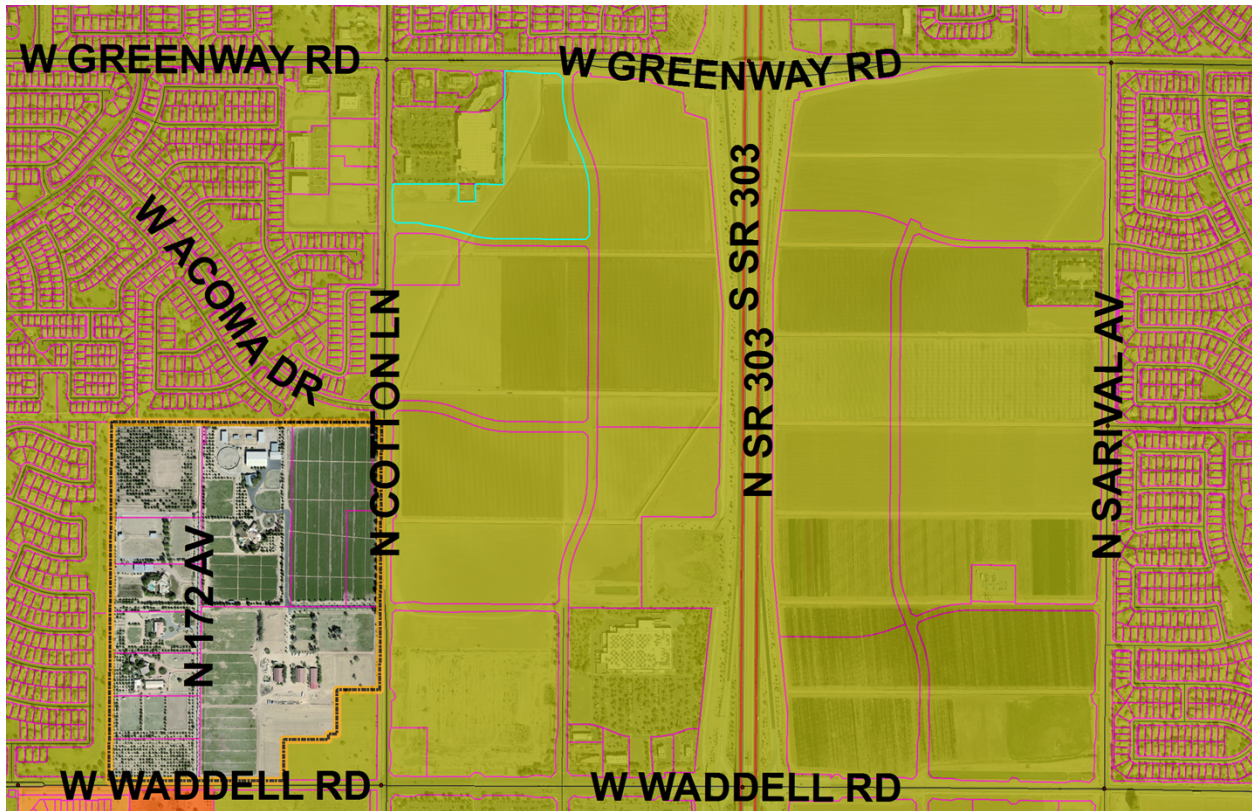
Alternative Actions: **Approval** of the requested Final Plat will allow the developer to legally subdivide the property.

Denial of the requested Final Plat will deny the applicant the opportunity to legally subdivide the property as depicted on the proposed Final Plat.

PROJECT DESCRIPTION:

CEG Applied Sciences, on behalf of Suburban Land Reserve, requests approval of a Final Plat Amendment for Tractor Supply Company. The subject request involves the re-platting of Lot 2 of the previously recorded plat into two (2) separate lots.

The following map depicts the PAD zoning of the subject site and its surroundings.



BACKGROUND:

June 22, 2006: The City Council approved the Prasada PAD under case number PAD05-465.

October 23, 2007: The City Council approved the Final Plat for Prasada-Phase 2A West, which was subsequently recorded under Book 960, Page 16, MCR.

November 13, 2008: The City Council approved the Final Plat Amendment of Lots 7, 8 and Custer Lane of Prasada-Phase 2A West, which was subsequently recorded under Book 1014, Page 26, MCR.

July 30, 2019: The applicant filed a request for an Amended Final Plat for Tractor Supply Company under FS19-542, the subject request.

July 30, 2019: The applicant filed a request for an Administrative Site Plan for Tractor Supply Company under FS19-542, which is under review.

CITIZEN OUTREACH:

N/A

UTILITY AND SERVICES TABLE:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Commerce and Office Character Area, which supports commercial/retail development. The proposed retail establishment is consistent with the General Plan.

REVIEWING AGENCIES:

The proposed Amended Final Plat was routed to the standard city reviewing agencies, who indicated no objections to the request. Luke Air Force Base, Maricopa Water District, and Arizona Department of Transportation were also included in the routing of the subject Final Plat, who have indicated no objections.

SUMMARY:

The proposed Amended Final Plat meets the requirements of the Prasada PAD and the Surprise Municipal Code (SMC).

FINDINGS:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the SUDC.
- The reviewing agencies have indicated no objections to the request.

100 **ALTERNATIVE ACTIONS:**

101

102 **Approval** of the requested Final Plat will allow the developer to legally subdivide the property.

103

104 **Denial** of the requested Final Plat will deny the applicant the opportunity to legally subdivide
105 the property as depicted on the proposed Final Plat.

106

107 **Attachments:**

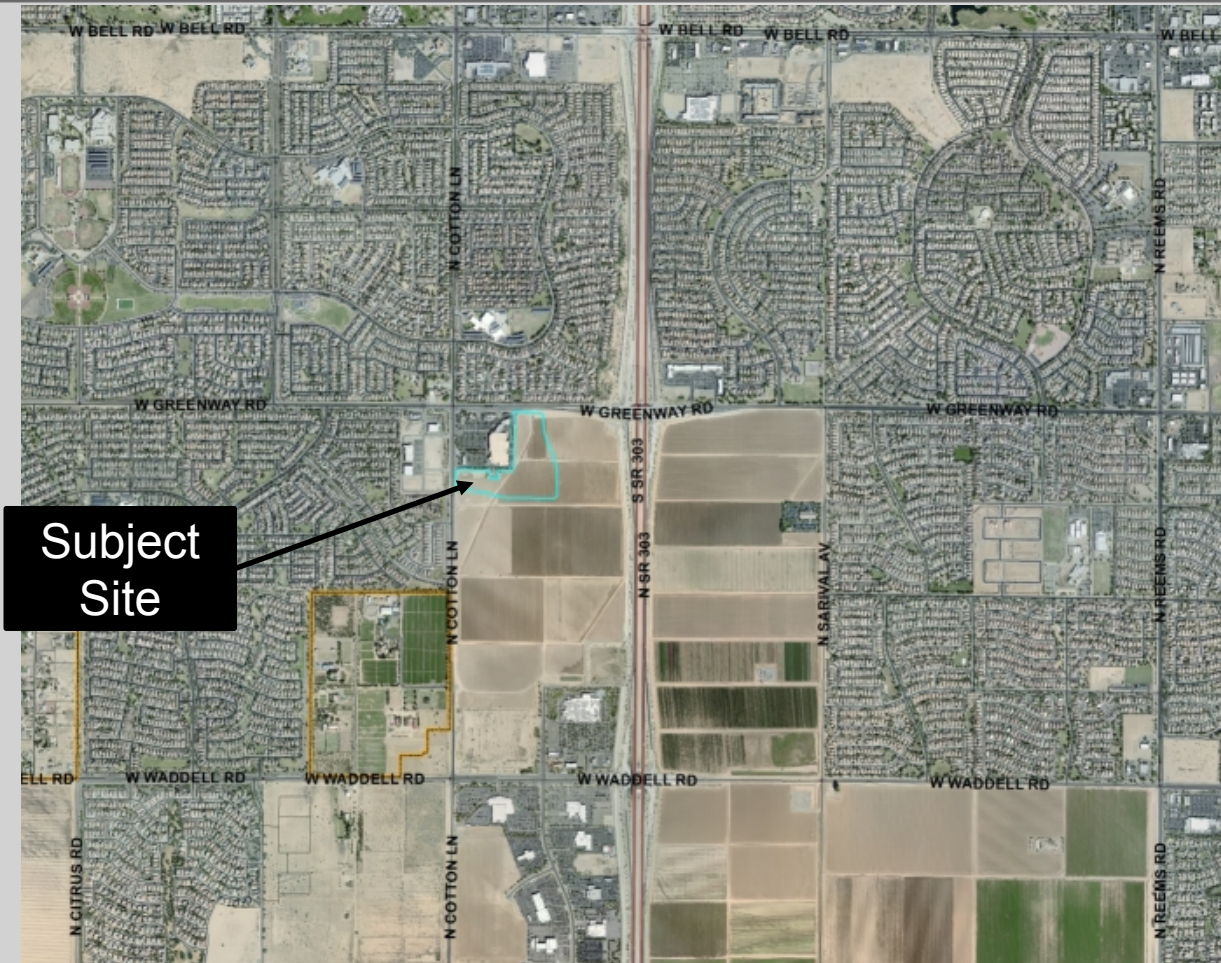
108

109 01 TSC Vicinity Map

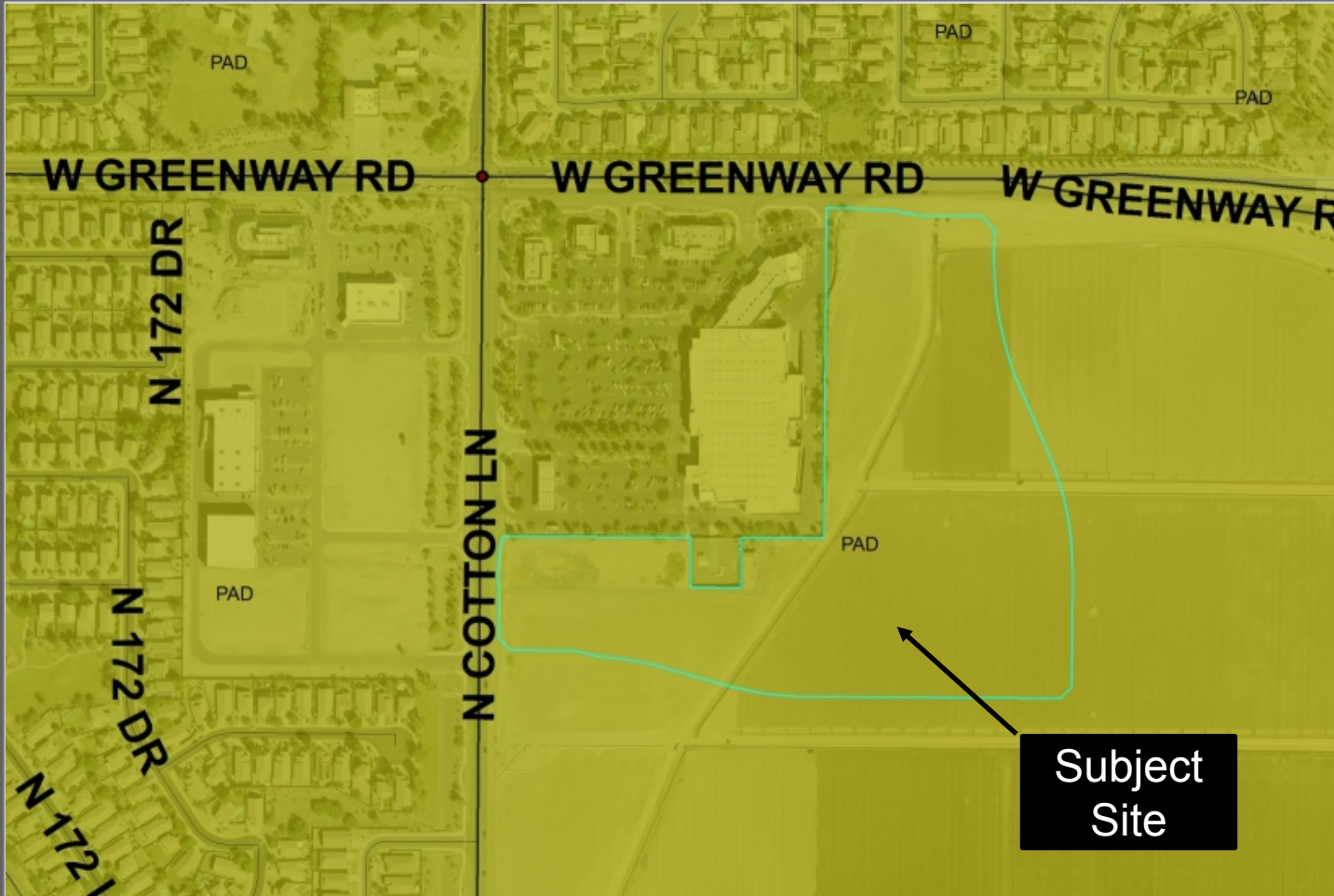
110 02 TSC Case Map

111 03 TSC Final Plat

Tractor Supply Company Final Plat Vicinity Map



Tractor Supply Company Final Plat Case Map

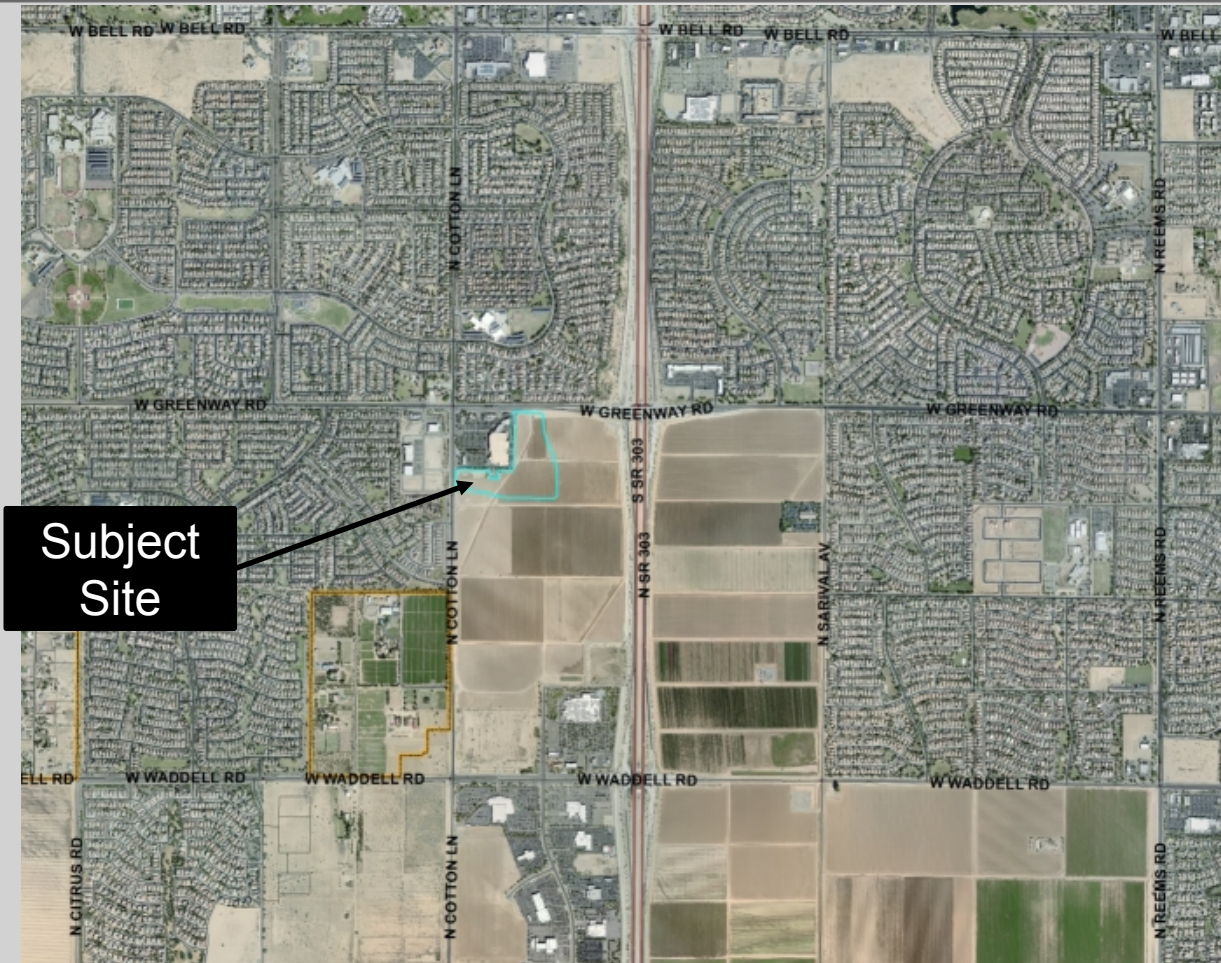




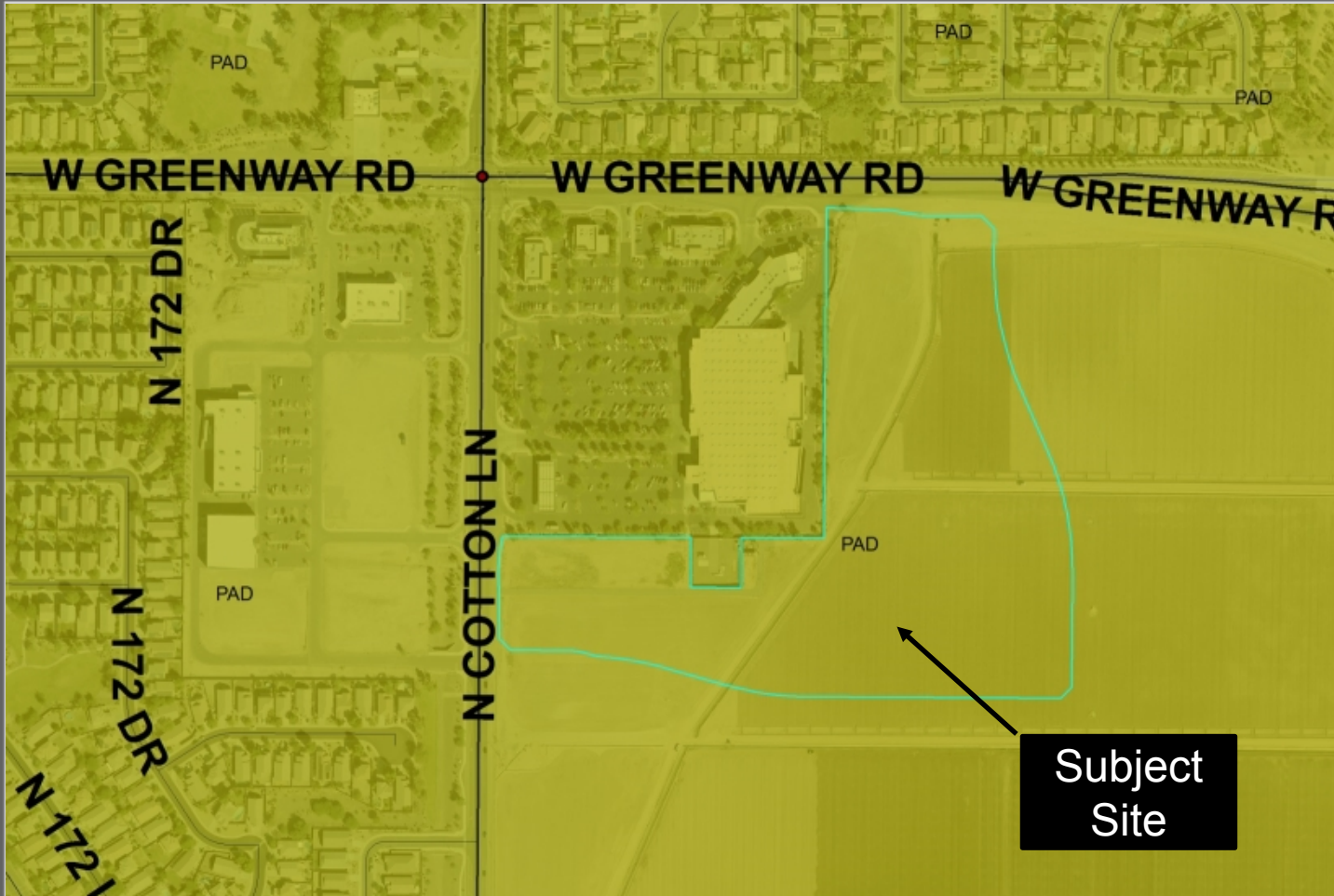
Tractor Supply Company Final Plat

January 21, 2020 City Council

Tractor Supply Company Final Plat Vicinity Map



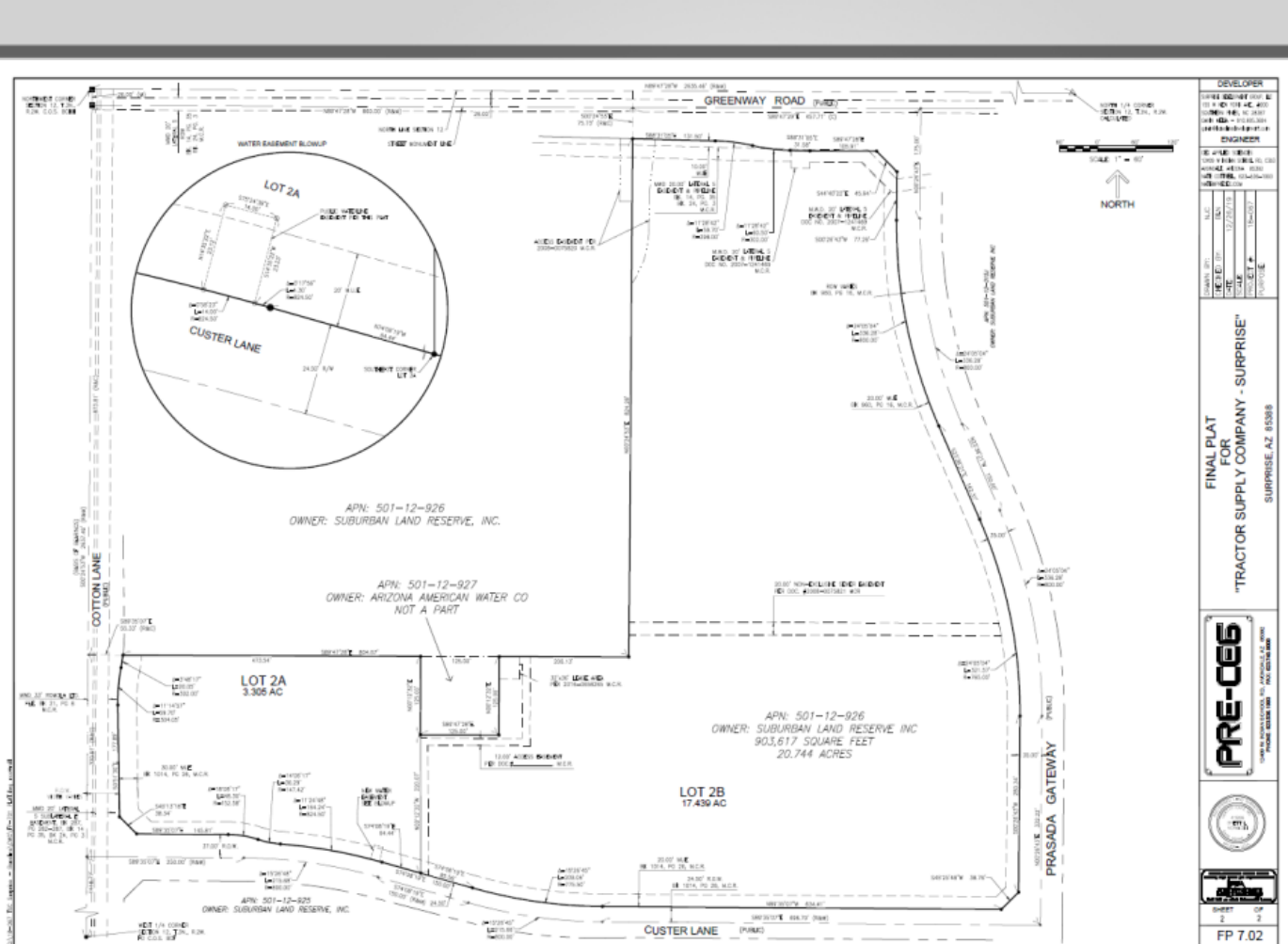
Tractor Supply Company Final Plat Case Map





Tractor Supply Company Final Plat

Page 82 of 175





QUESTIONS OR COMMENTS?

Thank You

Q:\18-067 TSC Surprise - Baseline\DWG\FP-701 PLAT.dwg rec0001

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT SUBURBAN LAND RESERVE INC., A UTAH CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT FOR "TRACTOR SUPPLY COMPANY - SURPRISE", LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 3 WEST, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH OF THE STREETS, LOTS, TRACTS AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER, OR LETTER GIVEN TO IT RESPECTIVELY.

SUBURBAN LAND RESERVE INC., A UTAH CORPORATION, AS OWNER HEREBY DEDICATES AND CONVEYS TO THE CITY OF SURPRISE, IN FEE, ALL REAL PROPERTY DESIGNATED ON THIS PLAT AS "RIGHT-OF-WAY" OR "R/W" FOR USE AS PUBLIC RIGHT-OF-WAY.

ALL IMPROVEMENTS FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY THE OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS, HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY THE OWNER TO THE CITY UPON THEIR COMPLETION. HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY FORMAL COUNCIL ACTION.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

IN WITNESS WHEREOF:

SUBURBAN LAND RESERVE INC., A UTAH CORPORATION, AS OWNER,

HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICERS THIS 30th DAY OF December, 2020 2019

BY: R. Steven Romney
NAME: R. Steven Romney
TITLE: PRESIDENT

BY: _____
NAME: _____
TITLE: _____

ACKNOWLEDGEMENT

STATE OF Utah }
COUNTY OF Salt Lake }SS

ON THIS 30 DAY OF December, 2020 2019, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID STATE, PERSONALLY APPEARED R. Steven Romney AND President TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE PRESIDENT AND RESPECTIVELY, OF SUBURBAN LAND RESERVE INC., A UTAH CORPORATION, AS OWNER, AND THAT THE AFORESAID INDIVIDUALS EACH ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT TO BE THE VOLUNTARILY ACT AND DEED OF SUBURBAN LAND RESERVE INC., A UTAH CORPORATION, BY IT AND BY THEM VOLUNTARILY EXECUTED.

Melissa J. Nielson
NOTARY PUBLIC IN AND FOR SAID STATE

A notary public commissioned in Utah
Commission # 696362

MY COMMISSION EXPIRES:

09/09/2021

GENERAL NOTES

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

RELEASE OF LIABILITY

SUBURBAN LAND RESERVE INC., A UTAH CORPORATION ("OWNER") DOES HEREBY RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

SUBURBAN LAND RESERVE INC., A UTAH CORPORATION ["OWNER"] DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

FINAL PLAT AMENDMENT

FOR

"TRACTOR SUPPLY COMPANY - SURPRISE"

A COMMERCIAL SUBDIVISION

A REPLAT OF LOT 2 OF:

"LOTS 7, 8 AND CUSTER LANE OF PRASADA - PHASE 2A WEST"
AS RECORDED IN BOOK 1014 AT PAGE 26, MARICOPA COUNTY RECORDER'S OFFICE, MARICOPA COUNTY, ARIZONA.

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12,
TOWNSHIP 3 NORTH, RANGE 2 WEST, GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

NOTICE ON INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS

THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WHERE APPLICABLE, INCLUDING AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THIS IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE IGA.

NOTICE OF PRASADA PHASE 2A DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A PRASADA PHASE 2A DEVELOPMENT AGREEMENT DATED NOVEMBER 19, 2007 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON NOVEMBER 21, 2007, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCKET #2007-1241466. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT, THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS. AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, THEY ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT 5 TRIAD CENTER, SUITE 325, SALT LAKE CITY, UT 84180, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS 2nd DAY OF January, 2020.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")

BY: Christine Cain DATE: 1/2/2020
CHRISTINE CAIN

ITS: PROPERTY & CONTRACTS MANAGER

ATTEST:

BY: Glen Vorthers DATE: 1/2/2020
GLEN VORTHERS

ITS: ASSISTANT SECRETARY

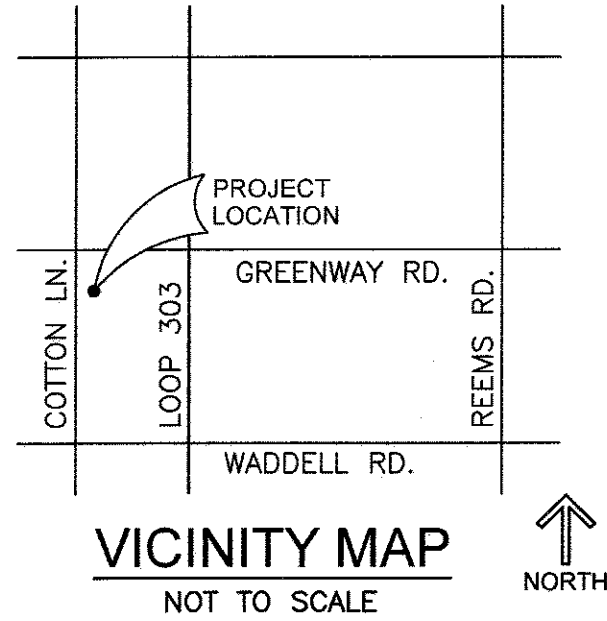
SUBURBAN LAND RESERVE

BY: R. Steven Romney DATE: 12/30/19
R. Steven Romney
PRINTED

ITS: PRESIDENT
TITLE

SHEET INDEX

FP 7.01 COVER SHEET
FP 7.02 FINAL PLAT



LEGAL DESCRIPTION

A REPLAT OF LOT 2, AS SHOWN ON THE FINAL PLAT FOR "LOTS 7, 8 AND CUSTER LANE OF PRASADA - PHASE 2A WEST", RECORDED UNDER BOOK 1014, PAGE 26, MCR.

FEMA FLOOD INFORMATION

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 04013C1660L DATED OCTOBER 16, 2013 THE SUBJECT PROPERTY IS LOCATED WITHIN SHADED ZONE 'X'. SHADED ZONE 'X' IS DESCRIBED AS "AREAS OF 500-YEAR CHANCE FLOOD; AREAS OF 100-YEAR CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQ. MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD".

BASIS OF BEARINGS

SOUTH 00 DEGREES 24 MINUTES 53 SECONDS WEST ALONG THE MONUMENT LINE OF COTTON LANE, BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST, AS SHOWN ON BOOK 1014 OF MAPS, PAGE 26 MCR.

LEGEND

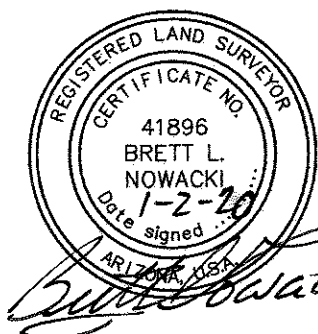
- SECTION LINE
- MONUMENT LINE
- PROPERTY LINE
- EASEMENT LINE
- ROW LINE
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- CALCULATED POINT
- PROPERTY CORNER, SET 1/2" REBAR WITH RLS 41896 TAG, U.N.O.
- SET BRASS CAP FLUSH
- MISC. POINT, NOTHING FOUND OR SET
- MCR MARICOPA COUNTY RECORDER
- ROW RIGHT OF WAY
- MUE MULTI USE EASEMENT
- MWD MARICOPA WATER DISTRICT
- PUE PUBLIC UTILITY EASEMENT
- BK BOOK
- PG PAGE
- FD FOUND
- C.O.S. CITY OF SURPRISE
- DOC DOCKET
- U.N.O. UNLESS NOTED OTHERWISE

RECORD DRAWING CERTIFICATION

I BRETT L. NOWACKI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF TWO SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF MARCH 2019; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT THE CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AT TIME OF CONSTRUCTION.

Brett L. Nowacki
REGISTERED LAND SURVEYOR

REGISTRATION #41896
INFINITY ENGINEERING SERVICES, LTD.
PO BOX 88034
PHOENIX, AZ 85080



APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ON THIS _____ DAY OF _____, 2020.

BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
CITY CLERK

DEVELOPER

SURPRISE DEVELOPMENT GROUP, LLC
155 W NEW YORK AVE., #200
SOUTHERN PINES, NC 28387
GAVIN MELIA - 910.695.3694
gavin@baselinedevelopment.com

ENGINEER

CEG APPLIED SCIENCES
12409 W INDIAN SCHOOL RD, C303
AVONDALE, ARIZONA 85392
NATE COTTRILL, 623-536-1993
NATE@PRECEG.COM

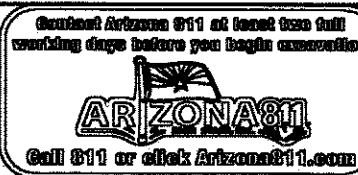
DRAWN BY: NUC
CHECKED BY: BLN
DATE: 12/26/19
SCALE: _____
PROJECT #: 18-067
PURPOSE: _____

FINAL PLAT
FOR
"TRACTOR SUPPLY COMPANY - SURPRISE"

SURPRISE, AZ 85388

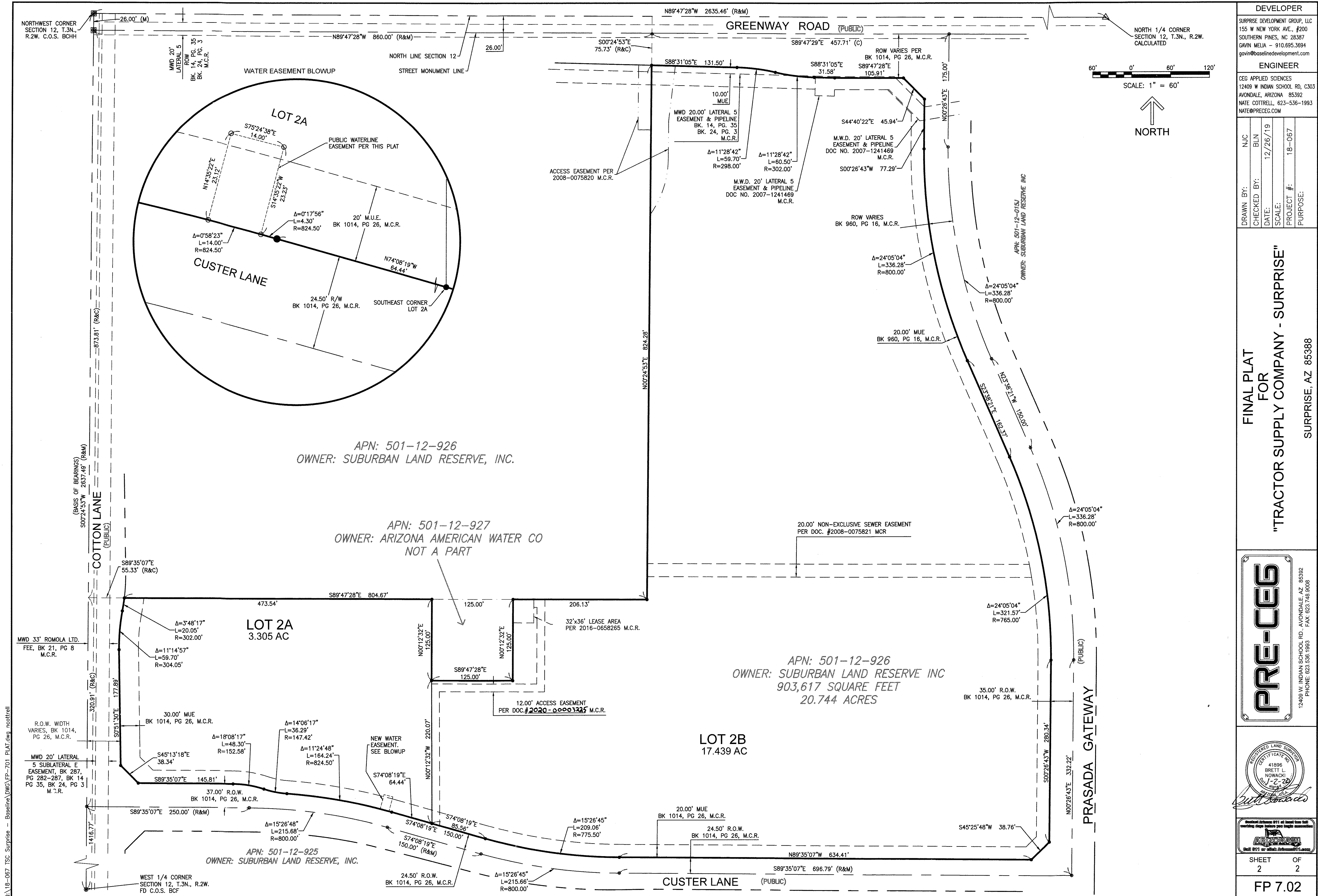
PRE-CEG

12409 W INDIAN SCHOOL RD, AVONDALE, AZ 85392
PHONE: 623.536.1993 FAX: 623.748.9008



SHEET OF
1 2

FP 7.01



DEVELOPER SURPRISE DEVELOPMENT GROUP, LLC 155 W NEW YORK AVE., #200 SOUTHERN PINES, NC 28387 GAVIN MELIA - 910.685.3694 gavin@baselinedevelopment.com	
ENGINEER CEG APPLIED SCIENCES 12409 W INDIAN SCHOOL RD, C303 AVONDALE, ARIZONA 85392 NATE COTTRELL, 623-536-1993 NATE@PRECEG.COM	
DRAWN BY: NUC	CHECKED BY: BLN
DATE: 12/26/19	SCALE: 1" = 60'
PROJECT #: 18-067	PURPOSE:

FINAL PLAT FOR "TRACTOR SUPPLY COMPANY - SURPRISE"

SURPRISE, AZ 85388

REGISTERED LAND SURVEYOR
41896
BRETT L. NOWACKI
001-2-28

Official Seal of the State of Arizona
Great Seal of the State of Arizona
1909

SHEET 2	OF 2
FP 7.02	



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 21, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 5
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Quit Claim Deed to CRP/Sparrow Surprise Center Owner, L.L.C., releasing deed restrictions on 6.66 acres of real property located near Civic Center Drive and Greenway Road.

Motion:

I move to approve granting a Quit Claim Deed to CRP/Sparrow Surprise Center Owner, L.L.C thereby releasing the applicable deed restrictions.

Background:

In 1999 the City of Surprise sought to acquire by condemnation the approximately 630 acres, now known as City Center, from the City of Phoenix who had acquired the property from the United States and was holding it for aviation purposes including the protection of Luke Air Force Base. In November of that year, the Cities of Surprise and Phoenix entered into a settlement agreement to resolve any and all issues in the condemnation. As part of the settlement agreement, the parties agreed that deed restrictions would be placed on the property to prohibit certain land uses, such as uses including residential dwelling units. These deed restrictions attach and run with the land until such time as Luke Air Force Base may cease operations.

However, in 2013, the Cities of Surprise and Phoenix entered into an Intergovernmental Agreement (IGA) for the Assignment and Assumption of Beneficial Interest under Recorded Deed Restrictions. The IGA allows for the removal of deed restrictions placed on the property in exchange for certain consideration, one being payment to Phoenix of \$30,000 per acre adjusted annually in accordance with the US Department of Labor Consumer Price Index.

On September 17, 2019 City Council approved a final plat for Mera at City Center Apartments within the Surprise Center Planned Area Development. On September 19, 2019 the Planning and Zoning Commission approved the site plan for Mera at City Center Apartments.

Because the Mera at City Center Apartments is comprised of residential dwelling units, it is necessary for the deed restrictions to be removed for the project to move forward. CRP/Sparrow Surprise Center Owner, L.L.C has tendered the requisite monetary payment to the City of Phoenix, in coordination with the City of Surprise, and all interested parties are ready to move forward to remove the restriction on residential dwelling units for the CRP/Sparrow Surprise Center Owner, L.L.C.

The Quit Claim Deed under consideration will lift the deed restrictions from only the 6.66 acres allowing the site to develop as an apartment complex.

Objective Analysis:

The City will be exercising the authority granted by the IGA to release of deed restrictions on the property being developed by the CRP/Sparrow Surprise Center Owner, L.L.C.. CRP/Sparrow Surprise Center Owner, L.L.C. has complied with the requirements to release the deed restrictions and this will be the final step in the process as outlined in the IGA and agreed to between the Cities of Surprise and Phoenix.

Policy Compliant:

Approval of this item is consistent with the IGA between the City of Phoenix and the City of Surprise, recordation # 20131082868.

Financial Impact:

The total cost to remove the deed restrictions for all of Surprise City Center is \$236,027.26, or \$33,718.18 per acre rounded up to the nearest whole acre. This consideration has been tendered directly to the City of Surprise by CRP/Sparrow Surprise Center Owner, L.L.C per the IGA. The City will then remit the payment amount to the City of Phoenix once the deed restrictions are lifted per the IGA.

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 20.01.06 EVR Surprise - QCD Restrictions Release
-

When recorded, return to:

Surprise City Clerk
1600 North Civic Center Plaza
Surprise, Arizona 85374

Exempt from Requirements for
Filing Affidavit of Property Value
Pursuant to A.R.S. §§11-1134(a)(3) and 11-1134(a)(4)

QUIT CLAIM DEED

Pursuant to that certain Intergovernmental Agreement recorded with the County Recorder for Maricopa County, Arizona on December 13, 2013, as Document No. 2013-1082868, between the City of Surprise, Arizona and the City of Phoenix, Arizona, the City of Surprise, an Arizona municipal corporation (the "City") hereby quit-claims to CRP/Sparrow Surprise Center Owner, L.L.C., a Delaware limited liability company, all of the City's right, title and interest in the real property situated in the County of Maricopa, State of Arizona, known as Assessor's Parcel No. 509-01-169, previously a portion of 509-01-168, and more particularly described in *Exhibit "A"* and depicted on *Exhibit "B"* attached hereto and incorporated herein by this reference, specifically including the benefit of the deed restrictions recorded in the Special Warranty Deed dated April 28, 2000, as Document No. 2000-0325404, in the office of the County Recorder for Maricopa County, Arizona.

DATED: _____

CITY OF SURPRISE, an Arizona municipal
corporation

By: _____
Name: _____
Title: _____

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me personally appeared _____, the _____ of the City of Surprise, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the foregoing Quit Claim Deed dated _____, _____, 20____, on behalf of the City of Surprise.

My Commission Expires:
(SEAL)

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 3A, OF MERA CITY CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE
OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1487
OF MAPS, PAGE 17.

EXHIBIT “B”



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 21, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action on the Regular City Council Meeting Minutes of January 7, 2020.

Motion:

I move to approve the Regular City Council Meeting Minutes of January 7, 2020.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Minutes 172020
-

CITY OF SURPRISE
Regular City Council Meeting Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, January 7, 2020 @ 6:00PM

Call To Order

Invocation

Invocation by Rick Ryan, Radiant Church

Roll Call

Mayor Hall called to order the Regular City Council Meeting of January 7, 2020 at 6:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Members; Duffy, Hayden, Judd and Sanders and Remley.

Staff Present: City Manager, Michael Frazier; City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Led by Countryside Elementary School students.

Proclamation and Community Acknowledgements

City Manager Report

Recognized City Clerk Aguilar for 30 years of service.

Reports

1. Countryside Elementary School and Youth Council Members will be providing a report pertaining to current Youth events and projects

Mike Cassidy introduced students from Countryside Elementary School.

City Clerk Report

Call To The Public

Scott Rowe spoke on the issue of Human Trafficking that is effecting our communities with artificial intelligence and the different behaviors that are being experienced.

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Remley made the motion to approve the consent agenda, excluding items 4 and 7. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

2. Consideration and action on the minutes of December 17, 2019 Regular City Council Meeting and Executive Session and December 19, 2019 Special City Council Meeting - APPROVED

3. Consideration and action to approve a request by Theresa June Morse, Agent/ for a Series 12 (Restaurant) liquor license for Amigos Authentic Mexican Grill and Bar located at 13621 N. Litchfield Road, Surprise, Arizona 85379 - APPROVED

4. Consideration and action to approve a request by Manuel Coronado Jimenez, Owner / for a Series 12 (Restaurant) liquor license for Under Review located at 13699 N. Litchfield Road, Surprise, Arizona 85379 - APPROVED

Council Member Remley made the motion to approve a request by Manuel Coronado Jimenez, Owner / for a Series 12 (Restaurant) liquor license for Under Review located at 13699 N. Litchfield Road, Surprise, Arizona 85379. Council Member Judd seconded the motion. Seven yes votes, motion carried.

5. Consideration and action pertaining to approval of the Final Master Plat entitled, "Rio Rancho Parcels 1B.1 & 1B.2" and dated August 2, 2019, a 36.88 acre property generally located on the southwest corner of Happy Valley Road and 183rd Avenue located in the Rio Rancho Estates Planned Unit Development ("PUD") - APPROVED

6. Consideration and action pertaining to approval of the Final Plat entitled, "Sierra Sky" and dated October 17, 2019, a 41.51 acre property generally located on the northeast corner of Cactus Road and 175th Avenue within the Gehan at 175th and Cotton Planned Unit Development ("PUD") - APPROVED

7. Consideration and action pertaining to approval of the Final Plat entitled, "Bell Pointe II - North and Tract LL of Bell Pointe I Plat" and dated November 11, 2019, and the related Alternative Assurance Agreement- Planning case FS19-665; Resolution # 2020-04 - APPROVED

Vice Mayor Winters made the motion to approve Resolution 2020-04. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - PUBLIC HEARING:

8. Consideration and action pertaining to approval of the Mesquite Mountain Ranch III Rezone with PUD Overlay to Rezone 201.9 acres generally located on the northeast corner of Beardsley Road and 227th Avenue from Mesquite Mountain Ranch PAD and Mesquite Mountain Ranch II PAD (RL-5-PAD) to Low Density Residential (RL-5-PUD), Medium Density Residential (RM-6-PUD), and Open Space (OS-PUD) with a PUD Overlay; Ordinance # 2020-05 - APPROVED

City planner, Hobart Wingard gave a powerpoint presentation regarding this item.

Vice Mayor Winters - Is the developer donating land for a school?

Yes, that is correct, it will be in the Nadaburg School District.

Council Member Sanders - Explain the landscaping and park area in more detail for each phase.

Developer Attorney Jeff Blilie gave an explanation on the landscaping and issue of a community pool.

Vice Mayor Winters made the motion to approve Ordinance 2020-05. Council Member Duffy seconded the motion. Six yes votes, one no vote (Hayden). Motion carried.

9. Consideration and action pertaining to the rezoning of 27.16 acres of property located in Sub-Parcels seven and eight of the Surprise Pointe Planned Area Development ("PAD") on the northwest corner of Dysart Road and Sweetwater Avenue from 'PAD-I1' and 'PAD-CC' to 'PAD-C2-C3-I1'; Ordinance # 2020-02 - APPROVED

City Planner, Hobart Wingard gave a powerpoint presentation on this item.

Council Member Judd made the motion to approve Ordinance 2020-02. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

10. Consideration and action pertaining to a Rezone of approximately 5.7 acres generally located north of Peoria Avenue and west of Litchfield Road from Residential Ranch (RR) to Planned Area Development (PAD) for Reformed Church; Ordinance #2020-04 - APPROVED

City Planner, Shirley Phan gave a powerpoint presentation on this item.

Council Member Sanders - Luke air space.

Council Member Sanders made the motion to approve Ordinance 2020-04. Council Member Judd seconded the motion. Seven yes votes, motion carried.

11. Consideration and action pertaining to approval of a Comprehensive Sign Program for Sterling Grove, also known as Toll at Prasada. Planning case FS19-648 - APPROVED

City Planner, Robert Kuhfuss gave a powerpoint presentation on this item.

Mayor Hall - questioned lighting at the entrance.

Council Member Duffy - questioned sign distance from the entry.

Council Member Duffy made the motion to approve FS19-648. Council Member Remley seconded the motion. Seven yes votes, motion carried.

12. Consideration and action pertaining to adoption of an Ordinance rezoning property located on the southwest corner of Cactus and Reems Roads from Greer Ranch Community Commercial (CC-PAD) to Greer Ranch Medium Density Residential (RM-12-PAD); Ordinance #2020-01 - APPROVED

City Planner, Hobart Wingard gave a powerpoint presentation on this item.

Developer, Adam Baugh, Whitney Morse gave an overview for this request by powerpoint presentation.

Vice Mayor Winters - Do the dwellings have a backyard?

Yes, they do.

Vice Mayor Winters - Are there commercial land in proximity?

Yes.

Council Member Duffy - 531 acres to the north that is zoned residential. The Developer has plans to develop, so why give up a corner, it doesn't make any sense.

Public Comments:

Connie Bowers - Resident of Greer Ranch - Spoke in opposition to this project, commented she has same concerns as Councilmember Duffy. Why give up a commercial corner? I am the most concerned about traffic, until the north side of Cactus is built, this will be an issue.

Patty Brandt - Resident of Greer Ranch clarified some comments that were brought up. Section 8 units were brought up at one of our community meetings. It is a federal program, there is no way this could be turned away by a developer. She also asked for clarification on the school, I don't understand what is going on here.

Shelly Stoddart - My main focus is expertise in real estate, 15 years this year and in

Surprise for 20 years. Read data on rental properties, and other rental units in the proximity of this development.

Kevin Parker - I am the property owner, we have owned this property since 2005. I am a retail developer, CVS properties, Sprouts, Fry's, etc.,

Connie Whitlock - I am here in support of the VITA Communities. I met with the developer and am very impressed with the amenities. A lot of people don't want to deal with mowing lawns, etc., so this will be very popular.

John Walland - Realtor and a Resident of Greer Ranch, I can tell you I am with buyers and sellers every day. This type of community will have a negative impact form buyers and sellers.

Nick Bacon - Resident of Greer Ranch, they are tired of hearing the developer and the residents have not been attending. Ever since the developer came to our community meetings he has skewed the data. It is all about the all mighty dollar for the developers and they could care less if we can't sell our homes.

Chad Beemer - Resident of Greer Ranch, I am very excited about the growth but we just gave up a parcel of land, we still have houses that are being built. I appreciate CM Duffy's comments.

Pamela Howard - We received letters through the mail from VITA properties on City of Surprise letterhead, made me feel that this fight is already over. I do not support this project.

Council Member Remley - As Councilmembers we have tough decisions to make and hopefully we do our research. I have heard tonight concerns about crime, Section 8, traffic, more retail, etc., The Christopher Todd project across from Litchfield Manor, residents had the same concerns and now that it is built, the opposite is happening. To myself, this is not in my District but I have to make a vote and to consider what is best for the City of Surprise and it's residents.

Council Member M Judd - Zoning, if we approve tonight, and the project falls apart, what happens next? Can we put some sort of stipulation that it reverts back to it's old zoning?

City Attorney Wingo commented that he is not prepared to answer the question tonight and will need to research.

Council Member Judd - Medium Density zoning, why this corner? Are we short on this zoning in the area?

Council Member Sanders - Looking at this project as a whole, I started with the general plan and the land use element, specifically amenities. I focused on retail and

commercial brokers as I was conducting research. I do like this project and I support it.

Council Member Remley made the motion to approve Ordinance 2020-01. Council Member Sanders seconded the motion. Five yes votes, two no votes (Duff and Judd), motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

13. Consideration and action pertaining to approval of the Final Plat entitled, “Vita Communities at Greer Ranch” and dated September 20, 2019, a 15.09 acre property generally located on the southwest corner of Reems Road and Cactus Road in the Greer Ranch Planned Area Development (“PAD”) - APPROVED

City Planner, Hobart Wingard reported on this item.

Vice Mayor Winters made the motion to approve the PAD. Council Member Remley seconded the motion. Six yes votes, one no vote (Duffy), motion carried.

14. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 34, Article IV, Section 34-74, relating to the permissible periods for the sale and use of fireworks; Ordinance #2020-07 - APPROVED

Harold Brady reported on Ordinance 2020-07.

Mayor Hall - Section 1 & 2, need clarification on the heading on the ordinance.

Council Member Sanders made the motion to approve Ordinance 2020-07. Council Member Hayden seconded the motion. Six yes votes, one no vote (Duffy), motion carried.

Other Business and Future Agenda Items

City Council Reports

Council attended and/or reported on the following:

Council Member Duffy - bigger picture and there are other matters to take care of. His brother Danny just started chemo therapy he wished him the best of luck and he spoke of a conversation between he and his brother.

Council Member Hayden - spent holidays in Florida with family. Hope you all had a Merry Christmas and New Year.

Council Member Judd - this is a great Council we can disagree end of day we all get along great group of people. The holidays were great! There is a meet and greet January 22 at 6PM at Freddy's.

Council Member Remley - Loves this town, the residents love living here.

Martin Luther King day is coming up.

Council Member Sanders - none

Vice Mayor Winters - hope you all had great holidays, great 2019 but 2020 will be better. New Library grand opening coming up.

Mayor Hall - thanked Seth and his team for a great job on Senior Christmas party. MLK schedule-Breakfast at 8:30 AM and program starts at 9 AM; January 11th Surprise PD hosting a shred-athon and drug take back event. Fire-Medical 307 open house January 11th and a softball game in Sun City Grand.

Executive Session

Adjournment

Council Member Remley made the motion to adjourn the Regular City Council Meeting of January 7, 2020. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, January 7, 2020.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 21, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 3
Staff Recommendations: None

Consent: No Regular: Yes Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an Infrastructure Improvement Repayment Agreement between the City of Surprise and Surprise Development Group, LLC.; Resolution # 2020-06.

Motion:

I move to approve Resolution # 2020-06.

Background:

Surprise Development Group, LLC will be responsible for designing and constructing some improvements required by the City and necessary to facilitate the development of the Tractor Supply project and surrounding property. These improvements include but are not limited to 1,123 linear feet of sewer line, 476 linear feet water line extension from Cotton Lane along Custer Lane, and roadway improvements to Cotton Lane and Custer Lane. Therefore, Surprise Development Group, LLC is seeking the City's assistance in obtaining repayments from the owners of other properties that would benefit from these improvements. The City will be responsible to notify Surprise Development Group, LLC each time an application is received by the City within the Benefited Area for zoning, platting, site planning or a building permit, as applicable. The City will include as a condition of approval for any application within the Benefited Area, a stipulation that requires the applicant to show evidence of payment of all applicable Improvements Buy-in Fees and require a Notice of Payment prior to approving such Benefited Owner's final plat, site plan or building permit.

Objective Analysis:

Potential Positive Impacts Include: Growth is paying for itself; the City is not fully administrating the fees; infrastructure is being built in an area of the City needing public infrastructure.

Potential Negative Impacts: The City will be required to operate and maintain more infrastructure.

Policy Compliant:

The action is compliant with Council policy relative to growth paying for itself.

Financial Impact:

Per the agreement, Surprise Development Group, LLC will be responsible for the design, construction, and installation of the various public improvements as listed in section 1 of the agreement. The City will

be responsible for the operating and maintenance costs of the public infrastructure upon acceptance. The acceptance of infrastructure increases the City's asset base and adds to future maintenance commitments.

Budget Impact:

None at this time; however, the anticipated incremental additional maintenance expense associated with the public infrastructure will be incorporated in future budgets.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Resolution 2020-06 TSC Repayment Agreement
 2. TSC Repayment Agreement
 3. 12 17 19 EVR TSC REIMBURSEMENT AGREEMENT REVISED CLEAN FINAL LS
 4. TSC Repayment Agreement Presentation
-

RESOLUTION # 2020-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT WITH SURPRISE DEVELOPMENT GROUP, LLC

WHEREAS, Surprise Development Group, LLC, a North Carolina limited liability company, will be constructing various public improvements (roadway, water, and sewer) to serve its property upon which will be developed a Tractor Supply store, generally located in the Prasada Planned Area Development bounded by State Route 303 on the East, Cotton Lane on the West, Greenway Road on the North, and Custer Lane ("Tractor Supply Property"), and;

WHEREAS, Surprise Development Group, LLC seeks reimbursement from the owners of those properties surrounding the Tractor Supply Property that will also benefit from construction of these public improvements, and;

WHEREAS, the City and Surprise Development Group, LLC desire to enter into the Infrastructure Improvement Repayment Agreement ("Agreement") attached hereto as Exhibit "A" for the purpose of providing a mechanism for proportionate reimbursement to Surprise Development Group, LLC, by the owners of those properties that will benefit in the future from the public improvements to be constructed pursuant to the Agreement;

WHEREAS, pursuant to the Agreement, the City will be required to notify Surprise Development Group, LLC each time a development application (zoning change, plat, site plan, building permit, or certificate of occupancy) is received by the City for property within the defined Benefited Area; and

WHEREAS, pursuant to the Agreement, the City will not approve a development application for property located within the defined Benefited Area until a Notice of Payment by the property owner is received from Surprise Development Group, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the Infrastructure Improvement Repayment Agreement between the City of Surprise and Surprise Development Group, LLC, attached hereto as Exhibit "A", is approved.

Section 2. That the Mayor is authorized to executed the Infrastructure Improvement Repayment Agreement and all other documents necessary to implementation thereof on behalf of the City of Surprise.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Attachment: Exhibit "A" –
Infrastructure Improvement
Repayment Agreement

After recording, return to:
City Clerk
City of Surprise, Arizona

16000 N. Civic Center Plaza
Surprise, AZ 85374-7470

With a copy to:
Linda Suydam
Surprise Development Group, LLC
155 W New York Ave #200
Southern Pines, NC 28387

INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT

THIS INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT ("**Agreement**") is entered into by and between the City of Surprise, an Arizona municipal corporation ("**City**") and Surprise Development Group, LLC, a North Carolina limited liability company ("**SDG**"), as of the date the last party signs and dates this Development Agreement.

RECITALS:

A. The City and SDG desire to enter into this Agreement to address, among other things, the design and construction of various public improvements required by the City and necessary to facilitate the development of the Tractor Supply project and surrounding property, as well as the reimbursement mechanisms for these public improvements.

B. Because SDG will be the party responsible for designing, constructing and installing the Public Improvements (as defined below), only the City and SDG are parties to this Agreement.

C. A depiction and description of the entire area benefited by some or all of the Public Improvements is attached hereto as Exhibit A ("**Benefited Area**").

D. The City and SDG desire to enter into this Agreement for the purpose of outlining and setting forth certain obligations and commitments relative to the Public Improvements (as defined below), intending this document to be a "Development Agreement" within the meaning of ARS § 9-500.05.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the City and SDG state, confirm and agree as follows:

1. Public Improvements. SDG shall be responsible for designing, constructing and installing the following public improvements (referred to herein individually as a "**Public Improvement**" and collectively as the "**Public Improvements**").

- a. Median and Decel Lane North of Custer Lane Improvements: A median and deceleration lane in Cotton Lane, north of Custer Lane, as depicted on Exhibit B-1 attached hereto.
- b. Decel Lane South of Custer Improvements: A deceleration lane south of Custer Lane, as depicted on Exhibit C-1 attached hereto.
- c. Sewer System Improvements: A 1200' sewer trunk line from manhole in field to and along Custer Lane, as depicted on Exhibit D-1 attached hereto.
- d. Water System Improvements: A water line from Cotton Lane to and along Custer Lane, as depicted on Exhibit E-1 attached hereto.

2. Design and Construction Costs. The term "Design and Construction Costs" shall mean the costs of labor, materials and supplies, architectural, engineering, surveying, design and consultant fees and costs, blue printing services, construction, inspections, quality assurance, drilling, construction staking, demolition, soil amendments or compaction, legal and engineering services required to obtain permits, costs of insurance and bonds, warranty costs, any corrections, changes or additions to work required by the City of Surprise or necessitated by site conditions, state, county and City of Surprise sales taxes imposed in connection with the construction, City of Surprise permit, plan review and inspection fees and a construction management fee of three and one half percent (3.5%). SDG may provide the construction management either through "in-house" construction management or by hiring a third party construction manager.

3. Median and Decel Lane North of Custer Lane Improvements

Budget. The estimated budget for the median and deceleration lane north of Custer Lane Improvements is attached hereto as Exhibit B-2 ("**Median and Decel Lane North of Custer Improvements Budget**"). The budget has been reviewed and approved by the City and includes a more comprehensive description of the median and decel lane north of Custer Lane Improvements. The budget may be amended from time to time by SDG, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Agreement.

3.1 Benefited Area. SDG and others benefit from the median and deceleration lane but no Buy-In Fee for the median and deceleration lane north of Custer is required from any other developers and/or property owners.

4. Decel Lane South of Custer Improvements.

5.1 Budget. The estimated budget for the Decel Lane South of Custer Improvements ("**Decel S Improvements Budget**") is attached hereto as Exhibit C-2. The budget has

been reviewed and approved by the City and includes a more comprehensive description of the Decel S Improvements. The budget may be amended from time to time by SDG, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Agreement.

5.2 Benefited Area. The benefitted area for the Decel S Improvements is attached hereto as Exhibit C-3 ("**Decel S Buy-In Area**"). Any person developing property in the Decel S Buy-In Area during the term of this Agreement shall be required by the City to utilize the Decel S Improvements.

5.3 Buy-In Fee. The person utilizing the Decel S Improvements shall be required to pay a buy-in fee ("**Decel S Buy-In Fee**"). The Decel S Buy-In Fee shall be calculated using the spreadsheet attached hereto as Exhibit C-4. The initial Decel S Buy-In Fee is based upon the estimated budget for the Decel S Improvements and is subject to change upon completion and acceptance of the deceleration lane and the determination of the actual Design and Construction Costs for the Decel S Improvements, provided these improvements are completed during the Term of this Agreement. If the Decel S Improvements are not completed during the Term, the Decel S Buy-In Fee will only be based on the estimated budget. If no portion of the construction of the Decel S Improvements has been approved by the City during the Term, no Buy-In Fee may be assessed against any property within the Decel S Buy-in Area.

5. Sewer System Improvements.

6.1 Budget. The estimated budget for the Sewer System Improvements is attached hereto as Exhibit D-2 ("**Sewer System Improvements Budget**"). The budget has been reviewed and approved by the City and includes a more comprehensive description of the Sewer System Improvements. The budget may be amended from time to time by SDG, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Development Agreement.

6.2 Benefited Area. The benefited area for the Sewer System Improvements is attached hereto as Exhibit D-3 ("**Sewer Buy-In Area**"). The Sewer Buy-in Area consists of a single service area.

6.3 General Buy-In Fee. Any persons developing property within the Sewer Buy-In Area during the Term of this Agreement shall be required to pay a buy-in fee for its proportionate share of the portion of the Sewer System Improvements being used or to be used by such person's development ("**Sewer Buy-In Fee**"). The Sewer Buy-In Fee shall be calculated using the spreadsheet attached hereto as Exhibit D-4. The initial Sewer Buy-In Fee is based upon the estimated budget for the Sewer System Improvements and is subject to change upon completion of the Sewer System Improvements and the determination of the actual Design and Construction Costs for the Sewer System Improvements, provided these improvements are completed during the Term of this Agreement. If the Sewer System Improvements are not completed during the Term, the Sewer System Buy-In Fee will only be based on the estimated budget. If no portion of the construction of the Sewer System Improvements has been approved by the City during the Term, no Buy-In Fee may be assessed against any property within the Sewer Buy-In Area.

6. Water System Improvements.

7.1 Budget. The estimated budget for the Water System Improvements is attached hereto as Exhibit E-2 ("**Water System Improvements Budget**"). The budget has been reviewed and approved by the City and includes a more comprehensive description of the Water System Improvements. The budget may be amended from time to time by SDG, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Agreement.

7.2 Benefited Area. The benefited area for the Water System Improvements is attached hereto as Exhibit E-3 ("**Water Buy-In Area**"). The Water Buy-In Area consists of a single service area.

7.3 General Buy-In Fee. Any persons developing property within the Water Buy-In Area during the Term of this Agreement shall be required to pay a buy-in fee for its proportionate share of the portion of the Water System Improvements being used or to be used by such person's development ("**Water Buy-In Fee**"). The Water Buy-In Fee shall be calculated using the spreadsheet attached hereto as Exhibit E-4. The initial Water Buy-In Fee is based upon the estimated budget for the Water System Improvements and is subject to change upon completion of the Water System Improvements and the determination of the actual Design and Construction Costs for the Water System Improvements, provided these improvements are completed during the Term of this Agreement. If the Water System Improvements are not completed during the Term, the Water System Buy-In Fee will only be based on the estimated budget. If no portion of the construction of the Water System Improvements has been approved by the City during the Term, no Buy-In Fee may be assessed against any property within the Water Buy-In Area.

7. City Duties and Obligations. The City shall be responsible for the following duties and obligations, to the extent permitted by law:

- a. Notifying SDG each time an application is received by the City, during the Term of this Agreement, from a property owner within the Benefited Area (to include without limitation the Decel S Buy-In Area, the Sewer Buy-In Area and the Water Buy-In Area) for zoning, platting, site planning , a building permit and/or Certificate of Occupancy. The notification shall include the name, address, phone number and email address of the applicant, as well as a general description of the project, including but not limited to its location and size.
- b. Including as a condition of approval for the earliest applicable of any zoning application, building permit or Certificate of Occupancy received during the Term of this Agreement for property within the Benefited Area, a stipulation that requires the applicant to show evidence of payment to SDG of all applicable Public Improvements Buy-in Fees. Prior to the City approving the earliest applicable of a final plat, site plan, building permit or Certificate of Occupancy for a property, applicant shall provide the City with a Notice of Payment from

SDG that all Public Improvement Buy-In Fees have been paid to SDG.

- c. During the Term of this Agreement, requiring a Notice of Payment (a sample of which is attached hereto as Exhibit F) of all applicable Public Improvements Buy-In Fees by any person developing property in the Benefited Area ("**Benefited Owner**") prior to approving such Benefited Owner's zoning application, final plat, site plan, building permit or Certificate of Occupancy.
- d. During the Term of this Agreement, reviewing and approving the Design and Construction Costs for each Public Improvement. The City shall have sixty (60) days to review and approve the Design and Construction Costs for each Public Improvement. Failure by the City to approve or provide SDG with any written feedback on the Design and Construction Costs for a Public Improvement within the sixty (60) day period shall be deemed the City's approval of such Design and Construction Costs. If the City has an issue or concern with the Design and Construction Costs, the City shall immediately notify SDG, and the City and SDG agree to work in good faith to resolve the issue or concern. If the issue or concern cannot in good faith be resolved by the City and SDG, then the unresolved issue or concern shall be submitted to a qualified engineer for a final determination. Any costs associated with employing a qualified engineer to make a final determination shall be borne equally by the City and SDG.

8. Public Improvements Buy-in Fees.

9.1 Interest. During the Term of this Agreement, the Decel S Buy-In Fee, the Sewer Buy-In Fee, and the Water Buy-In Fee (referred to herein individually as a "**Public Improvement Buy-In Fee**" and collectively as the "**Public Improvements Buy-In Fees**") shall all accrue interest at the prime rate (as reported by the Wall Street Journal) plus three percent (3%). Interest shall be compounded annually and shall begin accruing for each Public Improvement Buy-In Fee upon SDG's completion and the City's acceptance (as the case may be) of the associated Public Improvement. The applicable interest rate shall be calculated annually using the prime interest rate in effect on January 1 of each calendar year.

9.2 Calculating the Buy-in Fees. SDG shall calculate the Public Improvements Buy-In Fees using the spreadsheets attached hereto as Exhibits C-4, D-4, and E-4. These exhibits reflect a static picture of each spreadsheet, and each spreadsheet includes a series of formulas for accurately and equitably calculating each Public Improvement Buy-In Fee. Prior to executing this Agreement, the City has reviewed and approved the methodology and formulas used in each spreadsheet, and has confirmed that each spreadsheet accurately and equitably calculates the Public Improvements Buy-In Fees.

9.2.1 Review of Calculation Methodology. Upon written request from a Benefited Owner, SDG shall promptly provide such Benefited Owner with an Excel file copy of the requested Public Improvements Buy-In Fees spreadsheets (Exhibits C-4, D-4, and E-4. as applicable) with appropriate interest.

9.3 Collecting the Buy-In Fees. SDG shall provide each Benefited Owner with an invoice showing each of the Public Improvements Buy-In Fees such Benefited Owner is required to pay as a condition of

developing property in the Benefited Area during the Term of this Agreement. SDG shall direct each Benefited Owner to remit payment of its Public Improvements Buy-In Fees directly to SDG. Upon receipt of a Benefited Owner's Public Improvements Buy-In Fees, SDG shall provide such Benefited Owner with a Notice of Payment.

9.3.1 Timing of Collection. During the Term of this Agreement, the Public Improvements Buy-In Fees shall be collected from a Benefited Owner upon the first to occur of the following after recordation of this Agreement: (i) any approval of zoning application, building permit, sewer connection, water connection, final plat or issuance of a Certificate of Occupancy for a Benefited Owner's property, or (ii) at the time such Benefited Owner begins utilizing any of the Public Improvements. SDG shall collect the Public Improvements Buy-In Fees for all Public Improvements, even Public Improvements that have not yet been completed by SDG. The Public Improvement Buy-In Fee for a Public Improvement that has not yet been completed by SDG shall be the initial Public Improvement Buy-In Fee identified in this Agreement, which is based on the estimated budget for such Public Improvement.

9.3.1.1 Holding Buy-in Fees. Public Improvements Buy-In Fees collected by SDG during the Term of this Agreement for Public Improvements that have been completed and accepted by the City may be deposited into SDG's general account. Public Improvements Buy-in Fees collected by SDG for Public Improvements not yet completed or accepted by the City shall be held by SDG in an interest bearing escrow account to be opened by SDG with Lawyers Title of Arizona. Public Improvements Buy-In Fees deposited into an escrow account may be withdrawn by SDG with City of Surprise approval once construction has begun on the associated Public Improvement, so long as construction commences during the Term of this Agreement. Public Improvement Buy-In Fees collected during the Term for a Public Improvement, the construction of which has not commenced prior to expiration of the Term, shall be promptly refunded to the person who deposited the funds along with any earned interest.

9.3.2 Notification to City. During the Term of this Agreement, SDG shall notify the City and provide the City with a copy of the Notice of Payment each time a Benefited Owner pays its Public Improvements Buy-In Fees to SDG. The Notice of Payment for the applicable Buy-In Fee shall include a statement of whether or not all Public Improvements Buy-In Fees have been paid. The City shall promptly acknowledge receipt of each Notice of Payment and return a signed copy to SDG. SDG shall promptly forward an updated copy of the Notice of Payment with the City's signature to the applicable Benefited Owner.

9.4 Updating Costs. Upon completion of each Public Improvement during the Term of this Agreement, SDG shall promptly provide the City with written evidence of the Design and Construction Costs incurred by SDG to complete each Public Improvement. Following the City's approval of the Design and Construction Costs for a Public Improvement, SDG shall promptly update the associated Public Improvement Buy-in Fee spreadsheet to reflect the actual Design and Construction Costs.

9.4.1 Reconciling Buy-in Fees. Following the completion of a Public Improvement during the Term of this Agreement and the approval of its Design and Construction Costs, SDG shall "true-up" any Public Improvements Buy-In Fees paid prior to the completion of such Public

Improvement.

- a. Overpayment. In the event a Benefited Owner paid a Public Improvement Buy-in Fee greater than what the Public Improvement Buy-in Fee should have been when based on the actual Design and Construction Costs, then SDG shall calculate the amount of the overpayment and promptly refund such amount plus any earned interest to the Benefited Owner.
- b. Underpayment. In the event a Benefited Owner paid a Public Improvement Buy-in Fee less than what the Public Improvement Buy-in Fee should have been when based on the actual Design and Construction Costs, then SDG shall calculate the amount of the underpayment and promptly notify both the Benefited Owner and the City of the balance due. The City agrees to treat the balance due just as it would any unpaid Public Improvement Buy-in Fee and to require Notice of Payment by the Benefited Owner prior to approving such Benefited Owner's final plat, site plan, building permit or Certificate of Occupancy.

9. Term. This Agreement shall become effective upon signature by the City and SDG and recordation, and shall automatically terminate ten (10) years after the first assessment has been paid on behalf of any Benefited Owner, or when the Public Improvement Buy-In Fees have been fully paid, whichever is earlier, as required by Surprise Unified Development Code Section 42-7(C).

10. Public Bidding. SDG shall not be required to publicly bid or comply with the requirements of ARS, Title 34, in order to be reimbursed for Public Improvements if the reimbursement mechanism is solely through the collection of a Public Improvement Buy-In Fee. However, any Public Improvements that SDG will be seeking reimbursement through either crediting of on-site impact fees or remittance of off-site impact fees shall be publicly bid in accordance with ARS, Title 34.

11. Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution.

13. Notices and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or

served if in writing and delivered personally, emailed or sent by first-class United States Mail to:

City: City of Surprise
16000 N. Civic Center Plaza Surprise, AZ 85374
Attn: Community Development Director
Email: _____
Phone: 623.222.3020

With Copy to: City of Surprise
16000 N. Civic Center Plaza Surprise, AZ 85374
Attn: City Attorney
Email: robert.wingo@surpriseaz.gov
Phone: (623) 222-1120

SDG: Surprise Development Group, LLC
Attn: Linda Suydam
155 W New York Ave, Suite 200
Southern Pines, NC 28387
Email: linda@baselinedevelopment.com
Phone: 910 695 3694

With Copy to: Tom Runge
Lott & Searcy
3022 Millwood Ave
Columbia, SC 29205
Phone: 803-509-8566
Email: trunge@lottandsearcy.com

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either party shall become effective upon the earliest of the following: (a) actual receipt by that party; or (b) thirty- six (36) hours after deposit with the United States Postal Service, addressed to the party.

14. **Default.** Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Agreement.

15. **Dispute Resolution.** In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the parties. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the parties. The results of the mediation shall be nonbinding on the parties, and either party shall be free to initiate litigation subsequent to the moratorium.

16. **Choice of Law. Venue and Attorney's Fees.** Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each party waives the right to object to venue in Maricopa County for any reason. No party shall be entitled to recover any of its attorneys' fees nor other costs from any other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise. The only remedies that may be sought by either party by mediation, arbitration, litigation, or otherwise are specific performance and injunction. No money damages may be sought or awarded against either party.

17. **Good Standing and Authority.** The parties represent and warrant that each is duly formed and validly existing under applicable law and that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

18. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties, and all of their successors in interest and assigns. This Agreement may be assigned in whole or in part by SDG. In the event of a complete or partial assignment by SDG, all or a portion of SDG's rights and obligations hereunder shall terminate effective upon the assumption by SDG's assignee of such rights and obligations and service of written notice upon the City of the partial or whole assignment.

19. Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

20. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

21. Further Documentation. The parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

22. Fair Interpretation. The parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

23. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

25. Computation of Time. Any reference to a "day" in this Agreement shall mean a City business day unless otherwise noted. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

26. Conflict of Interest. This Agreement is subject to the terms of ARS § 38-511.

27. No Obligation to Develop. Nothing contained herein shall be deemed to obligate SDG to complete any part of the development of the Tractor Supply project, and the responsibility to design and construct the Public Improvements is contingent upon SDG moving forward with the

development of the Tractor Supply project.

28. Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire Agreement between the parties.

- a. Exhibit A: Benefitted Area
- b. Exhibit B-1: Median and Decel Lane North of Custer Lane Improvements
- c. Exhibit B-2: Median and Decel Lane North of Custer Lane Improvements Budget
- d. Exhibit C-1: Decel Lane South of Custer Improvements
- e. Exhibit C-2: Decel S Improvements Budget
- f. Exhibit C-3: Decel S Buy-In Area
- g. Exhibit C-4: Decel S Buy-In Fee
- h. Exhibit D-1: Sewer System Improvements
- i. Exhibit D-2: Sewer System Improvements Budget
- j. Exhibit D-3: Sewer Buy-In Area
- k. Exhibit D-4: Sewer Buy-In Fee
- l. Exhibit E-1: Water System Improvements
- m. Exhibit E-2: Water System Improvements Budget
- n. Exhibit E-3: Water Buy-In Area
- o. Exhibit E-4: Water Buy-In Fee
- p. Exhibit F: Sample Notice of Payment

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) written below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY:
CITY OF SURPRISE, an Arizona municipal
corporation

By: _____
Skip Hall, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

STATE OF ARIZONA

County of Maricopa

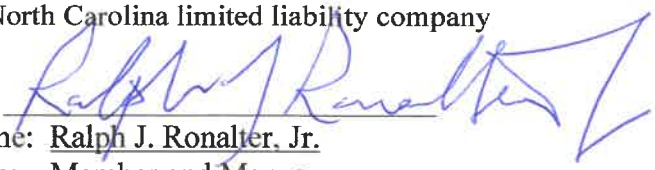
On this day of _____ 2019, before me personally appeared
_____ the Mayor of the City of Surprise, an Arizona municipal
corporation, for and on behalf thereof, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed
the above/attach document.

Notary Public

[Affix notary seal here]

IN WITNESS WHEREOF, SDG has executed this Agreement as of the date first above written.

Surprise Development Group, LLC,
a North Carolina limited liability company

By: 

Name: Ralph J. Ronalter, Jr.

Title: Member and Manager

STATE of North Carolina
County of Moore

The forgoing instrument was acknowledged before me this 27th day of December 2019 by Ralph J. Ronalter, Jr. as the Member and Manager of Surprise Development Group, LLC, a North Carolina limited liability company, on behalf of the company.



BY: 

Notary Public

Commission Expires: July 19, 2024

EXHIBIT 'A'

BENEFITTED AREA DEPICTION

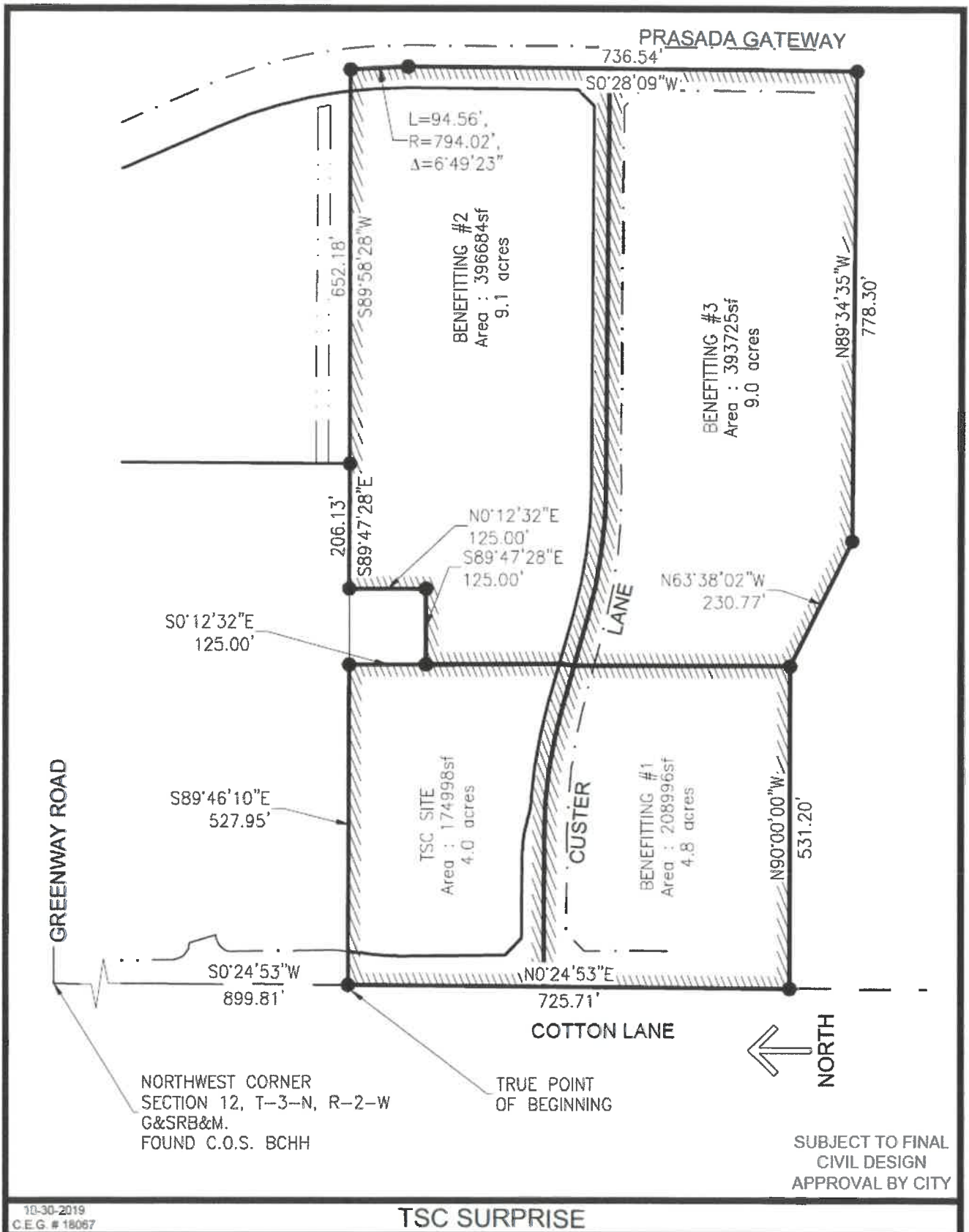
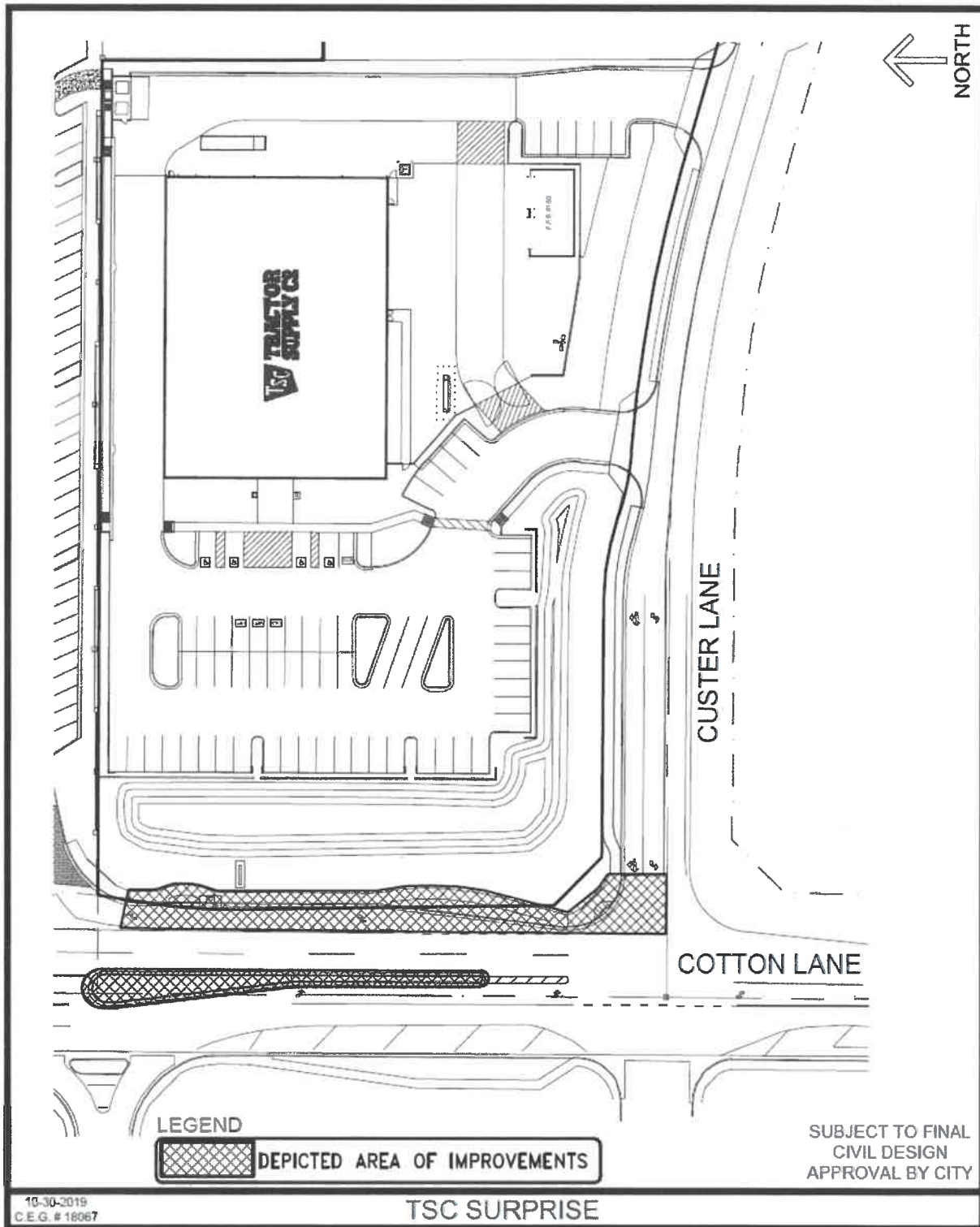


EXHIBIT 'B-1'

MEDIAN AND DECEL LANE NORTH OF CUSTER
LANE IMPROVEMENTS



Cost is 100% Surprise Development Group, no Buy-In

EXHIBIT B-2

Median and Decel Lane North of Custer Lane Improvements Budget

Cost is 100% Surprise Development Group, no buy-in requested since fronts our parcel

ITEM	QTY	UNIT	\$/UNIT	EXTENSION
Engineering	0.2	%	\$ 8,700	\$ 1,740
Traffic Impact Study	0.2	%	\$ 5,500	\$ 1,100
Civil Review Fees	0.2	%	\$ 4,180	\$ 836
Construction Permit	0.2	%	\$ 9,600	\$ 1,920
Maricopa Water District	0.2	%	\$ 1,350	\$ 270
Dust Control Permit estimate	0.2	%	\$ 350	\$ 70
Staking/Survey estimate	0.2	%	\$ 2,000	\$ 400
Bond/Letter of Credit	0.2	%	\$ 3,000	\$ 600
Traffic Control	0.2	%	\$ 10,000	\$ 2,000
Reproduction	0.2	%	\$ 300	\$ 60
Total Soft Costs				\$ 8,996
Asphalt 5" AC over 9" ABC	8391	SF	\$ 3.50	\$ 29,369
Curb and gutter	254	LF	\$ 25.00	\$ 6,350
Single curb (median)	450	LF	\$ 28.00	\$ 12,600
Sidewalk	1488	SF	\$ 5.50	\$ 8,184
Scupper/CB	1	EA	\$ 2,900.00	\$ 2,900
Median concrete	319	SF	\$ 6.50	\$ 2,074
Median DG	1063	SF	\$ 1.50	\$ 1,595
Striping	1	LS	\$ 6,000.00	\$ 6,000
Street Lights (include cond & misc)	1	EA	\$ 9,000.00	\$ 9,000
8" Building Fire Stubs	1	EA	\$ 3,200.00	\$ 3,200
12" DIP Public Waterline	547	LF	\$ 90.00	\$ 49,230
Total Hard Costs				\$ 130,502
Total Costs				\$ 139,498
Taxes	0.2	%	\$ 19,500	\$ 3,900
Contingency @ 15%	0.15	%	\$ 139,498	\$ 20,925
Project Management	0.035	%	\$ 139,498	\$ 4,882
TOTAL PROJECT COST				\$ 169,205

EXHIBIT 'C-1' DECEL LANE SOUTH OF CUSTER IMPROVEMENTS

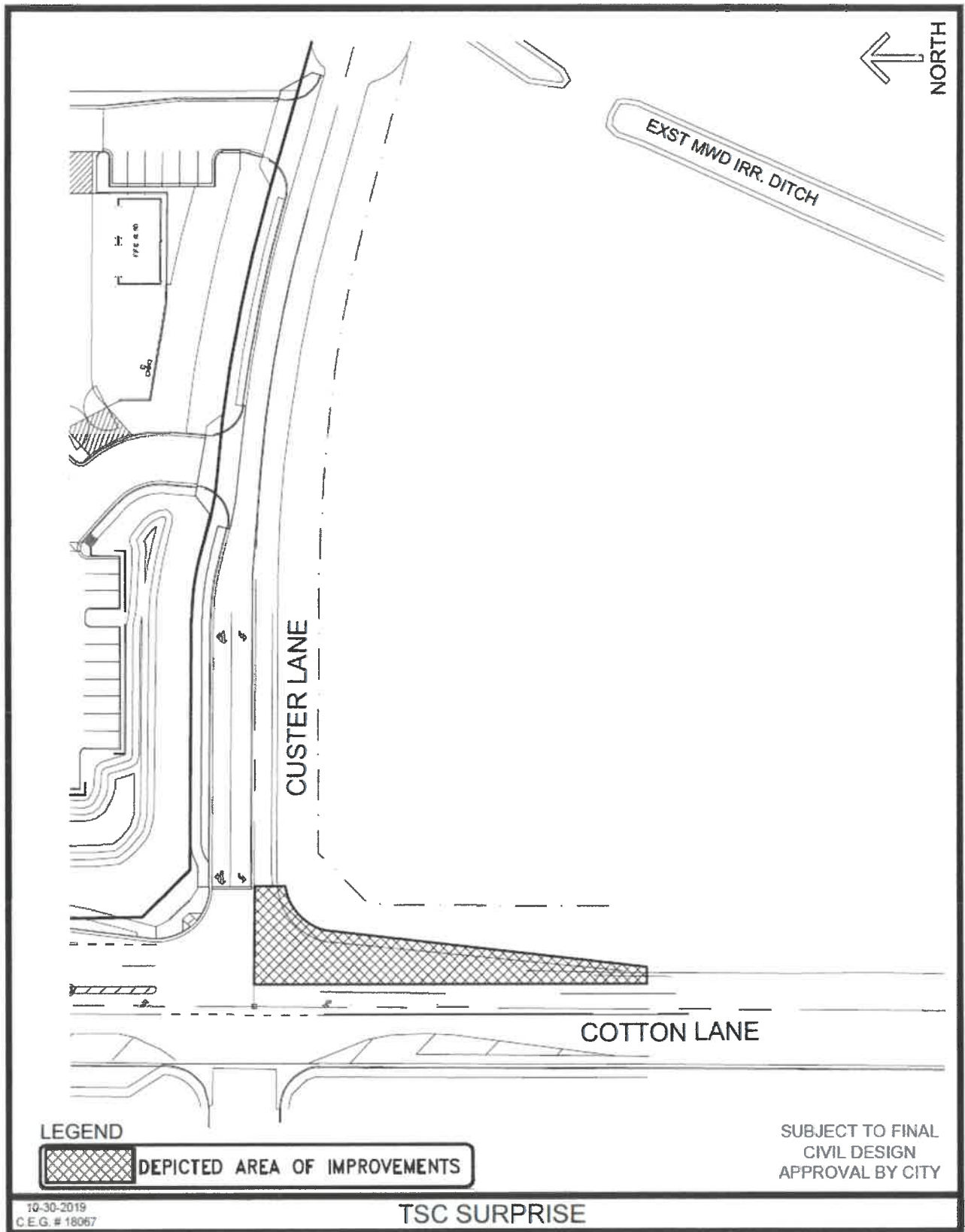


EXHIBIT C-2

Decel S Improvements Budget

ITEM	QTY	UNIT	\$/UNIT	EXTENSION
Engineering	0.1	%	\$ 8,700	\$ 870
Traffic Impact Study	0.1	%	\$ 5,500	\$ 550
Civil Review Fees	0.1	%	\$ 4,180	\$ 418
Construction Permit	0.1	%	\$ 9,600	\$ 960
Maricopa Water District	0.1	%	\$ 1,350	\$ 135
Dust Control Permit estimate	0.1	%	\$ 350	\$ 35
Staking/Survey estimate	0.1	%	\$ 2,000	\$ 200
Bond/Letter of Credit	0.1	%	\$ 3,000	\$ 300
Traffic Control	0.1	%	\$ 10,000	\$ 1,000
Reproduction	0.1	%	\$ 300	\$ 30
Total Soft Costs				\$ 4,498
Asphalt 5" AC over 9" ABC	2407	SF	\$ 3.50	\$ 8,425
Striping	1	LS	\$4,500.00	\$ 4,500
Total Hard Costs				\$ 12,925
Total Costs				\$ 17,423
Taxes	0.1	%	\$ 19,500	\$ 1,950
Contingency @ 15%	0.15	%	\$ 17,423	\$ 2,613
Project Management	0.035	%	\$ 17,423	\$ 610
TOTAL PROJECT COST				\$ 22,596

EXHIBIT 'C-3'

DECEL S BUY-IN AREA

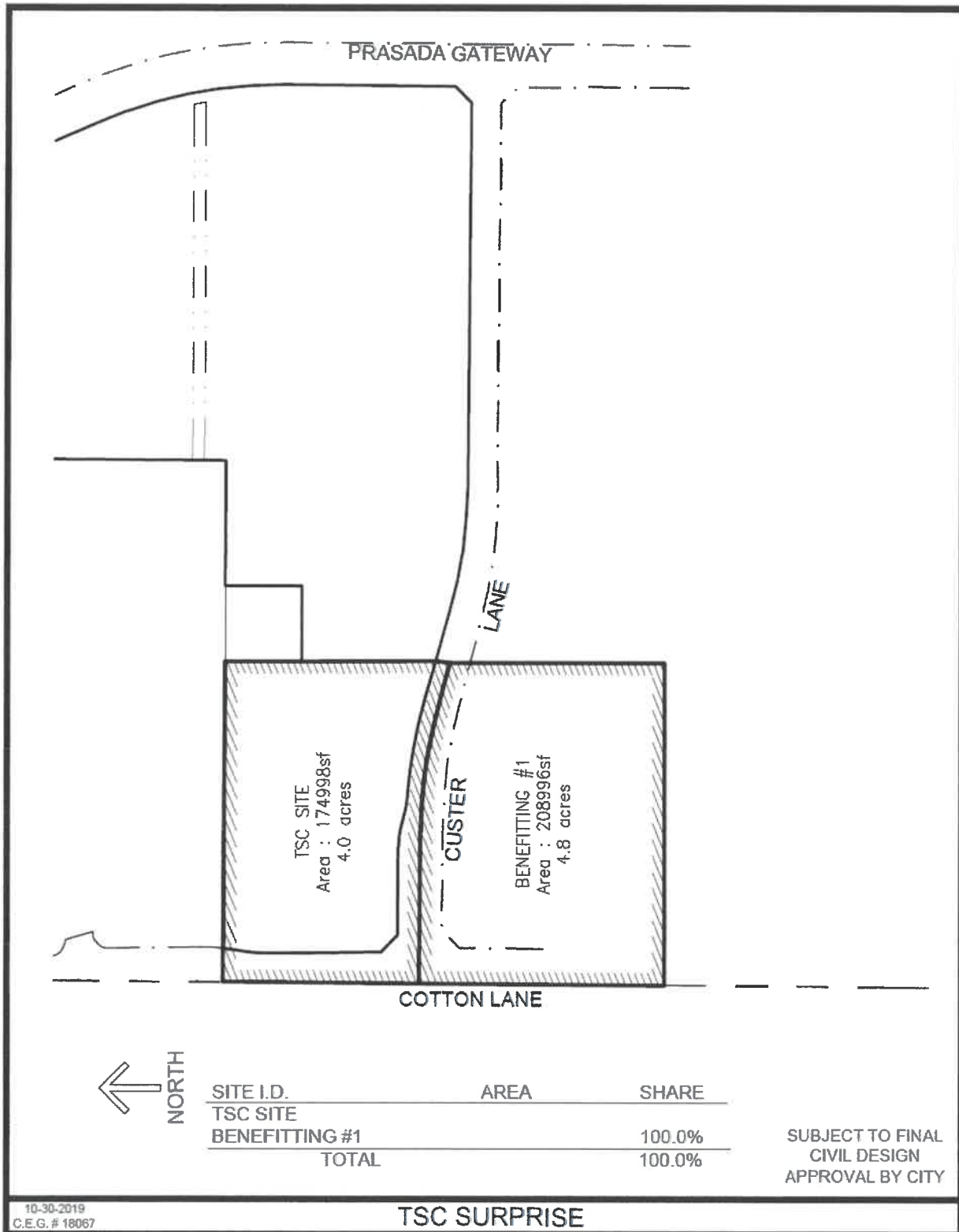


EXHIBIT C-4

**Decel S Improvements Buy-In Fee Spreadsheet
100% Benefitting #1 since it fronts their parcel**

Decel S Budget				\$ 22,596
Parcel APN	Owner/Developer	%Total	Buy-In Fee	
Part of 501-12-926	TSC	0%	\$ -	
Part of 501-12-926	Benefitting #1	100%	\$ 22,596	
Total		100%	\$ 22,596	

EXHIBIT 'D-1'

SEWER SYSTEM IMPROVEMENTS

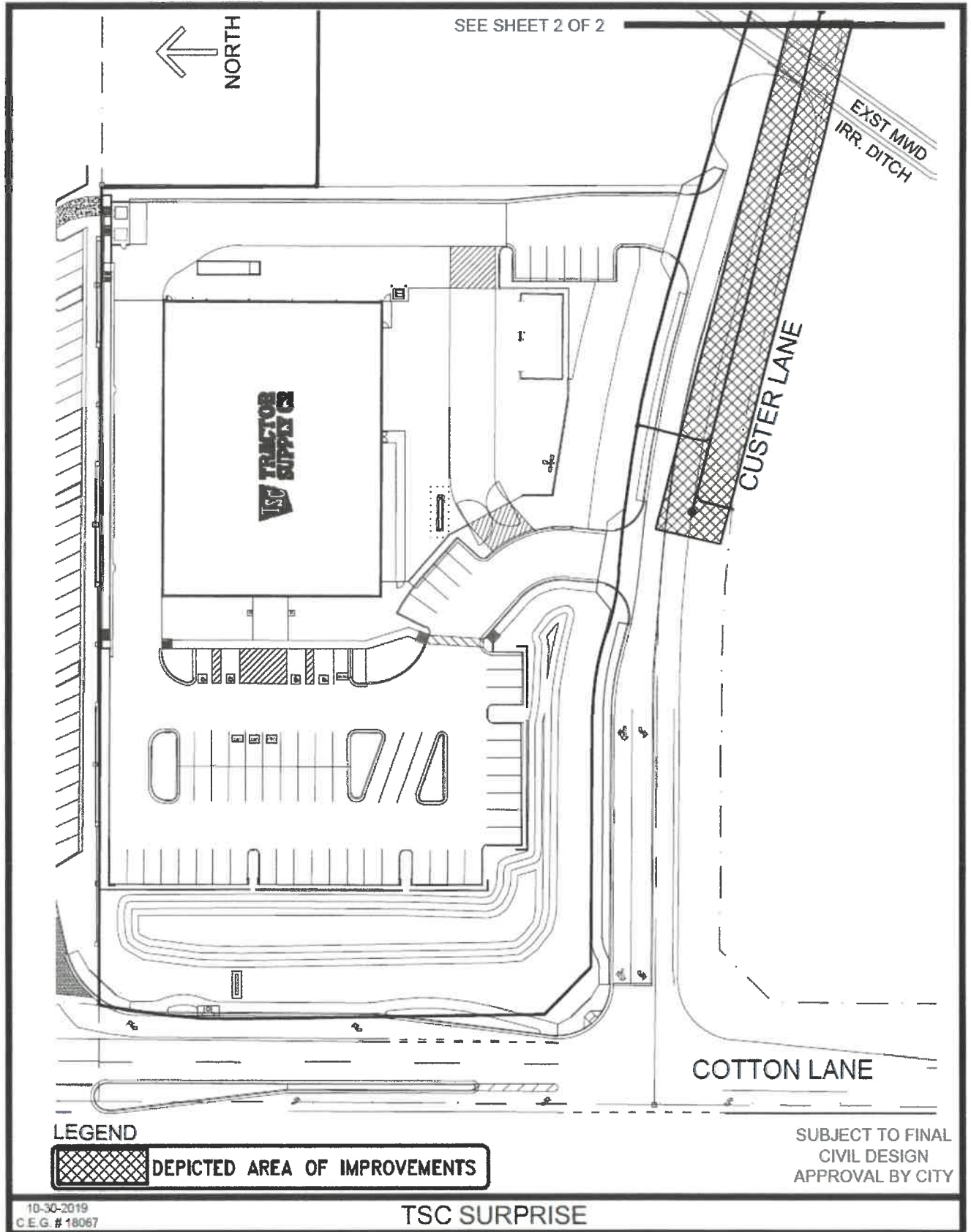


EXHIBIT 'D-1'

SEWER SYSTEM IMPROVEMENTS

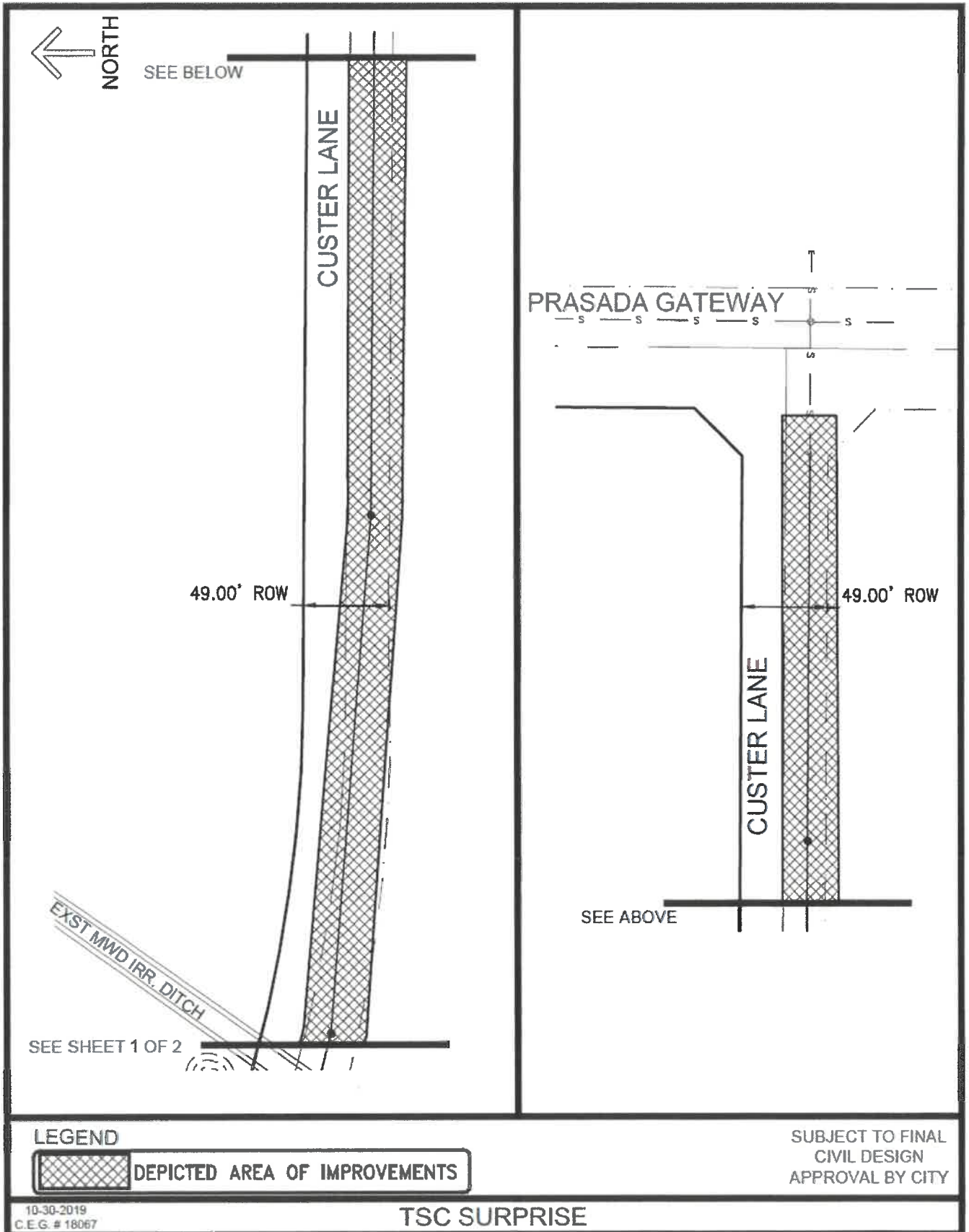


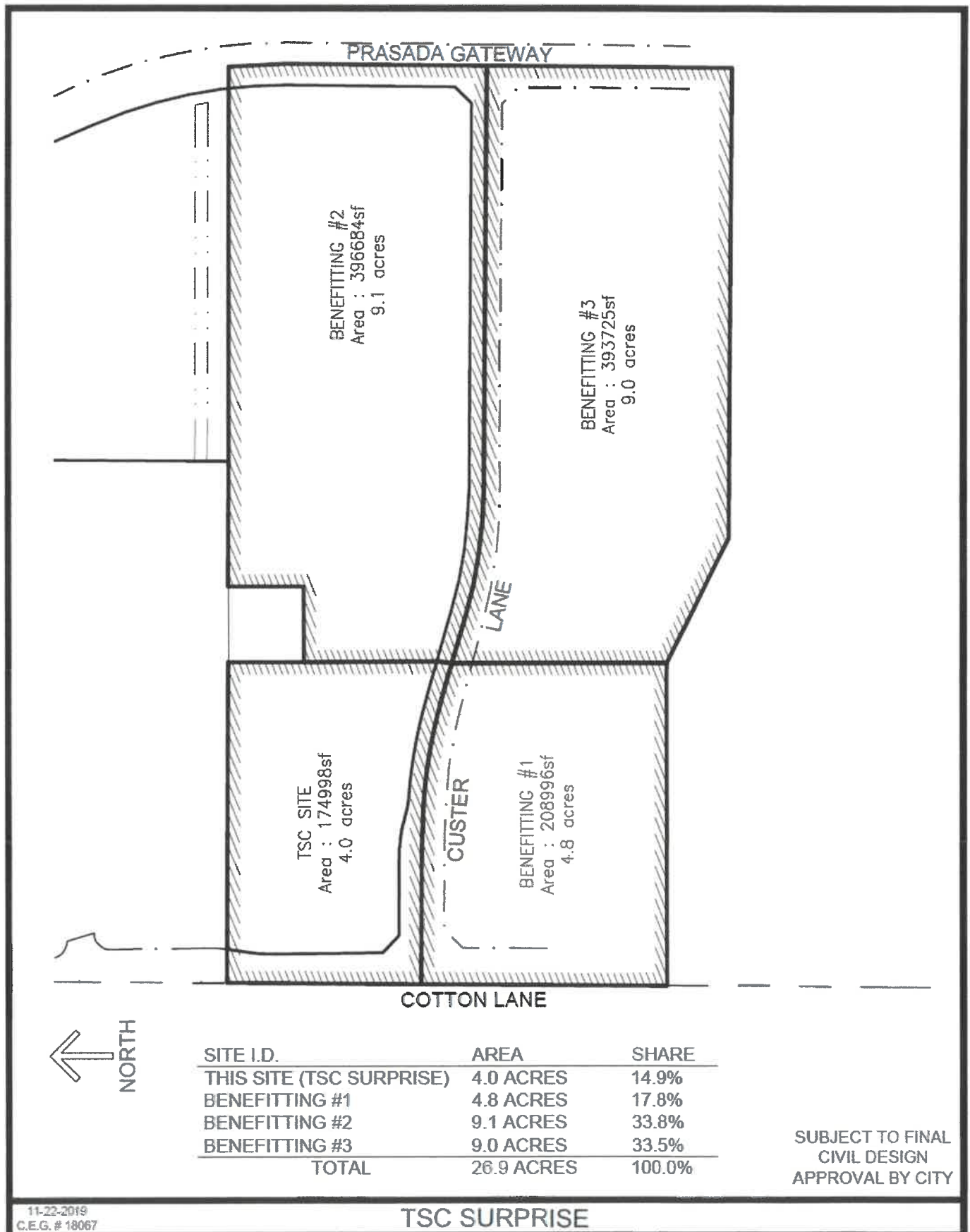
EXHIBIT D-2

Sewer System Improvements Budget

ITEM	QTY	UNIT	\$/UNIT	EXTENSION
Engineering	0.3	%	\$ 8,700	\$ 2,610
Traffic Impact Study	0.3	%	\$ 5,500	\$ 1,650
Civil Review Fees	0.3	%	\$ 4,180	\$ 1,254
Construction Permit	0.3	%	\$ 9,600	\$ 2,880
Maricopa Water District	0.3	%	\$ 1,350	\$ 405
Dust Control Permit estimate	0.3	%	\$ 350	\$ 105
Staking/Survey estimate	0.3	%	\$ 2,000	\$ 600
Bond/Letter of Credit	0.3	%	\$ 3,000	\$ 900
Traffic Control	0.3	%	\$ 10,000	\$ 3,000
Reproduction	0.3	%	\$ 300	\$ 90
Total Soft Costs				\$ 13,494
8" PVC Sewer main extension	1123	LF	\$ 65.00	\$ 72,995
5' DIA sewer manholes	4	EA	\$ 8,500.00	\$ 34,000
Total Hard Costs				\$ 106,995
Total Costs				\$ 120,489
Taxes	0.3	%	\$ 19,500	\$ 5,850
Contingency @ 15%	0.15	%	\$ 120,489	\$ 18,073
Project Management	0.035	%	\$ 120,489	\$ 4,217
TOTAL PROJECT COST				\$ 148,629

EXHIBIT 'D-3'

SEWER BUY-IN AREA



11-22-2019
C.E.G. # 18067

EXHIBIT D-4

Sewer Buy-In Fee

Sewer System Improvements Budget				\$ 148,629
Total Area Benefitted in Acres				26.92
Per Acre Buy-In				\$5,521.15
Parcel APN	Benefitting Site	Owner/Developer	Total	Buy-In Fee
Part of 501-12-926	TSC Site	SLR/TSC	4.02	\$ 22,195
Part of 501-12-926	#1	SLR/Omni	4.80	\$ 26,502
Part of 501-12-926	#2	SLR/NE Area	9.10	\$ 50,243
Part of 501-12-926	#3	SLR/SE Area	9.00	\$ 49,690
Total			26.92	\$ 148,629

EXHIBIT 'E-1'

WATER SYSTEM IMPROVEMENTS

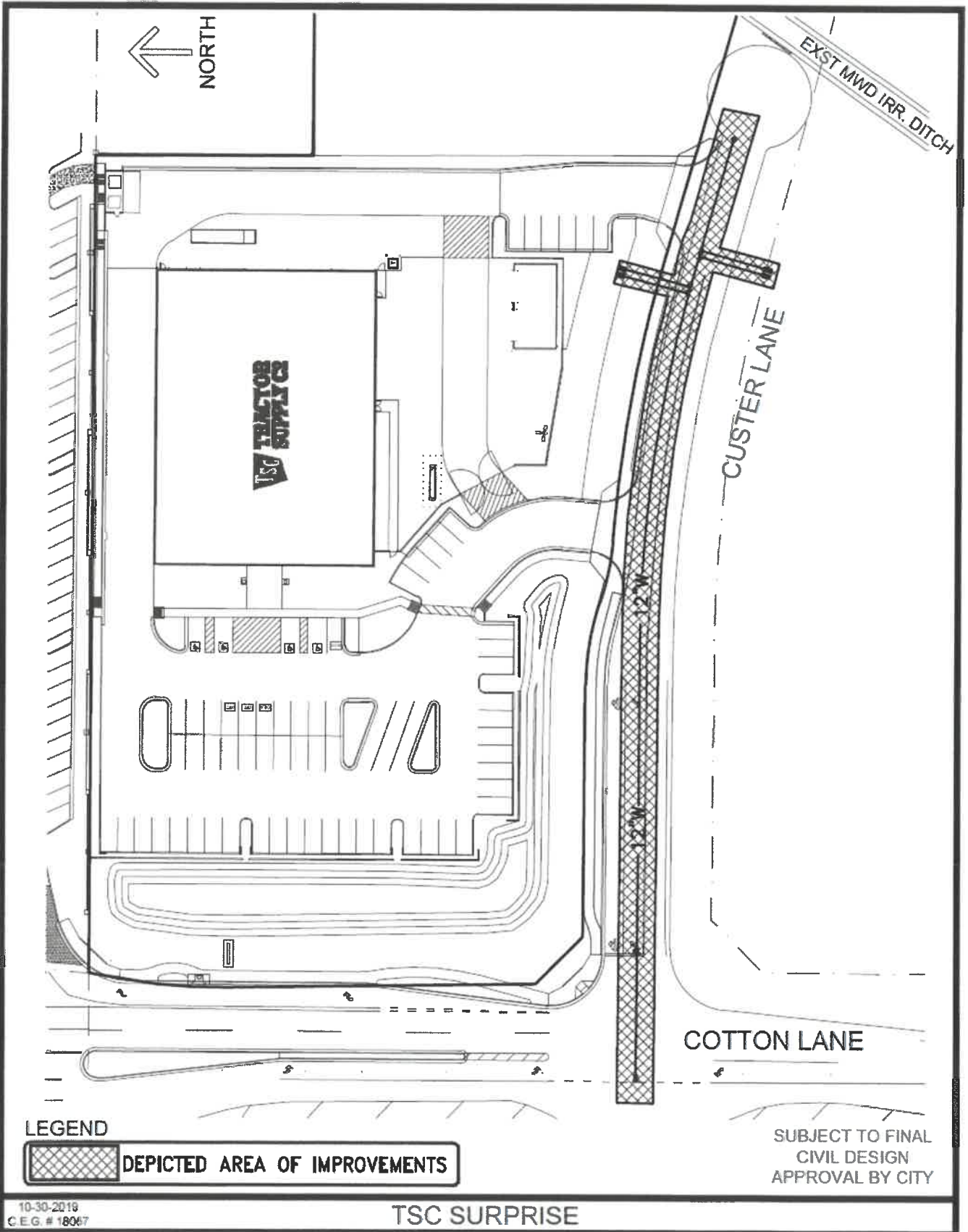


EXHIBIT E-2

Water Systems Improvements Budget

ITEM	QTY	UNIT	\$/UNIT	EXTENSION
Engineering	0.1	%	\$ 8,700	\$ 870
Traffic Impact Study	0.1	%	\$ 5,500	\$ 550
Civil Review Fees	0.1	%	\$ 4,180	\$ 418
Construction Permit	0.1	%	\$ 9,600	\$ 960
Maricopa Water District	0.1	%	\$ 1,350	\$ 135
Dust Control Permit estimate	0.1	%	\$ 350	\$ 35
Staking/Survey estimate	0.1	%	\$ 2,000	\$ 200
Bond/Letter of Credit	0.1	%	\$ 3,000	\$ 300
Traffic Control	0.1	%	\$ 10,000	\$ 1,000
Reproduction	0.1	%	\$ 300	\$ 30
Total Soft Costs				\$ 4,498
CUSTER LANE Water Improvements				
12" DIP public water line	476	LF	\$ 90.00	\$ 42,840
12"X8" TSVBC	2	EA	\$ 6,200.00	\$ 12,400
Fire hydrant	2	EA	\$ 6,400.00	\$ 12,800
8" Building fire stubs	2	EA	\$ 2,500.00	\$ 5,000
2" water service	2	EA	\$ 4,500.00	\$ 9,000
1" water service	2	EA	\$ 3,800.00	\$ 7,600
Total Hard Costs				\$ 89,640
Total Costs				\$ 94,138
Taxes	0.1	%	\$ 19,500	\$ 1,950
Contingency @ 15%	0.15	%	\$ 94,138	\$ 14,121
Project Management	0.035	%	\$ 94,138	\$ 3,295
TOTAL PROJECT COST				\$113,504

EXHIBIT 'E-3'

WATER BUY-IN AREA

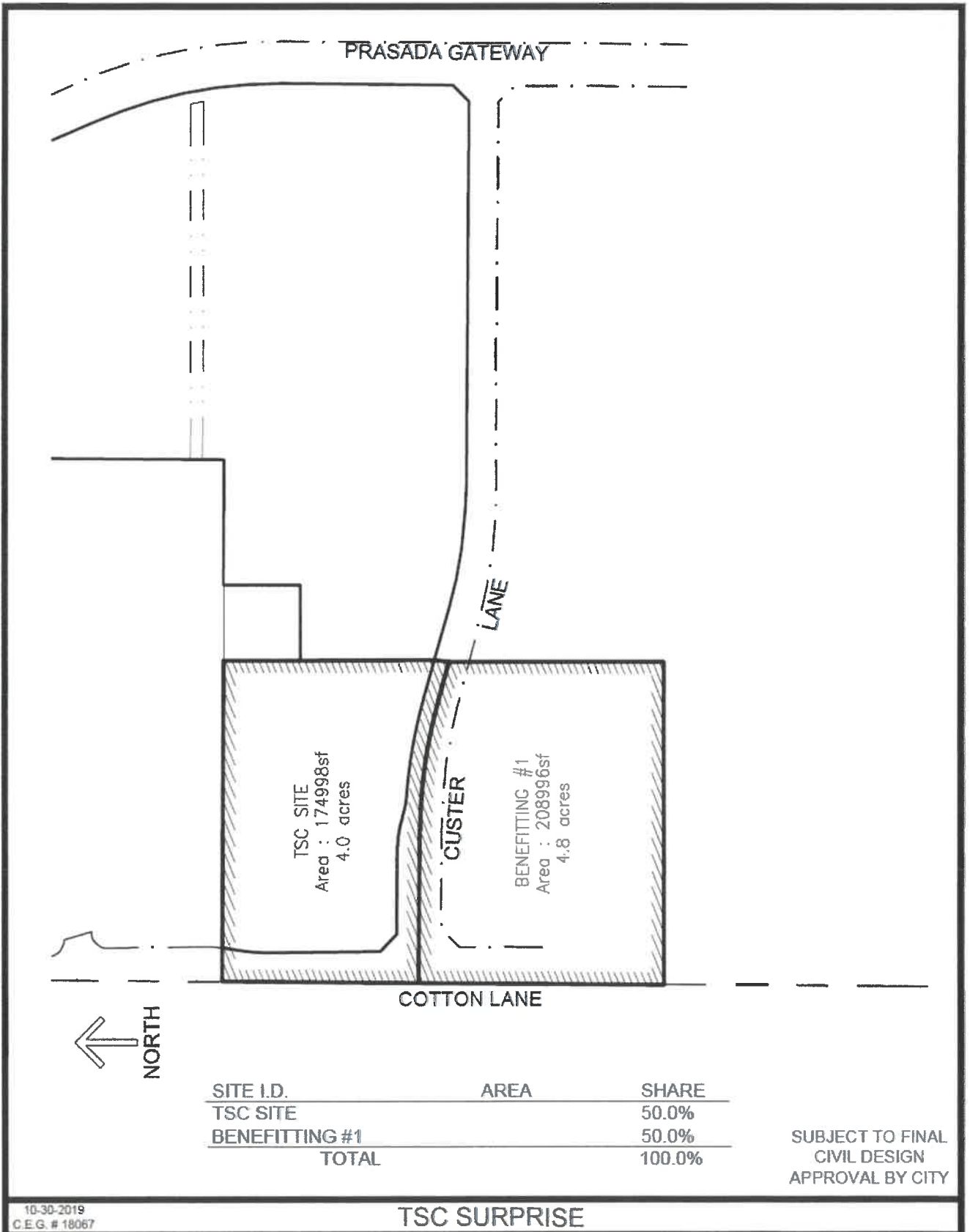


EXHIBIT E-4

Water Buy-In Fee

Water System Improvements Budget			\$	113,504
Split 50/50				
Parcel APN	Owner/Developer	Total	Buy-In Fee	
Part of 501-12-926	TSC	50%	\$	56,751.77
Part of 501-12-926	Benefitting #1	50%	\$	56,751.77
Total		1.00	\$	113,504

Exhibit F

Sample Notice of Payment

_____ (“Buyer”) has paid to Surprise Development Group, LLC
The following Public Improvements Buy-In Fees. If the buy-in fee is based on the estimated budget it shall be
subject to future “true-up” costs following the completion of the associated improvement.

Amount Paid	Public Improvement	Based on Estimate		
_____	Custer Lane Buy-In Fee	YES	____ NO	____
_____	Decel Lane South of Custer Buy-In Fee	YES	____ NO	____
_____	Sewer Buy-In Fee	YES	____ NO	____
_____	Water Buy-In Fee	YES	____ NO	____

_____ Buyer has paid all Public Improvements Buy-In Fees required by this Agreement
Confirm obligation is complete:

Signed by Member/Manager of Surprise Development Group, LLC

_____ **Buyer Still Owes the following Public Improvements Buy-In Fees:**

_____	Custer Lane Buy-In Fee	YES	____ NO	____
_____	Decel Lane South of Custer Buy-In Fee	YES	____ NO	____
_____	Sewer Buy-In Fee	YES	____ NO	____
_____	Water Buy-In Fee	YES	____ NO	____

Signed by Member/Manager of Surprise Development Group, LLC

Notary Acknowledgement:

By:
Date:
Commission Expires:

After recording, return to:
City Clerk
City of Surprise, Arizona

16000 N. Civic Center Plaza
Surprise, AZ 85374-7470

With a copy to:
Linda Suydam
Surprise Development Group, LLC
155 W New York Ave #200
Southern Pines, NC 28387

INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT

THIS INFRASTRUCTURE IMPROVEMENT REPAYMENT AGREEMENT ("**Agreement**") is entered into by and between the City of Surprise, an Arizona municipal corporation ("**City**") and Surprise Development Group, LLC, a North Carolina limited liability company ("**SDG**"), as of the date the last party signs and dates this Development Agreement.

RECITALS:

A. The City and SDG desire to enter into this Agreement to address, among other things, the design and construction of various public improvements required by the City and necessary to facilitate the development of the Tractor Supply project and surrounding property, as well as the reimbursement mechanisms for these public improvements.

B. Because SDG will be the party responsible for designing, constructing and installing the Public Improvements (as defined below), only the City and SDG are parties to this Agreement.

C. A depiction and description of the entire area benefited by some or all of the Public Improvements is attached hereto as Exhibit A ("**Benefited Area**").

D. The City and SDG desire to enter into this Agreement for the purpose of outlining and setting forth certain obligations and commitments relative to the Public Improvements (as defined below), intending this document to be a "Development Agreement" within the meaning of ARS § 9-500.05.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the City and SDG state, confirm and agree as follows:

1. Public Improvements. SDG shall be responsible for designing, constructing and installing the following public improvements (referred to herein individually as a "**Public Improvement**" and collectively as the "**Public Improvements**").

- a. Median and Decel Lane North of Custer Lane Improvements: A median and deceleration lane in Cotton Lane, north of Custer Lane, as depicted on Exhibit B-1 attached hereto.
- b. Decel Lane South of Custer Improvements: A deceleration lane south of Custer Lane, as depicted on Exhibit C-1 attached hereto.
- c. Sewer System Improvements: A 1200' sewer trunk line from manhole in field to and along Custer Lane, as depicted on Exhibit D-1 attached hereto.
- d. Water System Improvements: A water line from Cotton Lane to and along Custer Lane, as depicted on Exhibit E-1 attached hereto.

2. Design and Construction Costs. The term "Design and Construction Costs" shall mean the costs of labor, materials and supplies, architectural, engineering, surveying, design and consultant fees and costs, blue printing services, construction, inspections, quality assurance, drilling, construction staking, demolition, soil amendments or compaction, legal and engineering services required to obtain permits, costs of insurance and bonds, warranty costs, any corrections, changes or additions to work required by the City of Surprise or necessitated by site conditions, state, county and City of Surprise sales taxes imposed in connection with the construction, City of Surprise permit, plan review and inspection fees and a construction management fee of three and one half percent (3.5%). SDG may provide the construction management either through "in-house" construction management or by hiring a third party construction manager.

3. Median and Decel Lane North of Custer Lane Improvements

Budget. The estimated budget for the median and deceleration lane north of Custer Lane Improvements is attached hereto as Exhibit B-2 ("**Median and Decel Lane North of Custer Improvements Budget**"). The budget has been reviewed and approved by the City and includes a more comprehensive description of the median and decel lane north of Custer Lane Improvements. The budget may be amended from time to time by SDG, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Agreement.

3.1 Benefited Area. SDG and others benefit from the median and deceleration lane but no Buy-In Fee for the median and deceleration lane north of Custer is required from any other developers and/or property owners.

4. Decel Lane South of Custer Improvements.

5.1 Budget. The estimated budget for the Decel Lane South of Custer Improvements ("**Decel S Improvements Budget**") is attached hereto as Exhibit C-2. The budget has

been reviewed and approved by the City and includes a more comprehensive description of the Decel S Improvements. The budget may be amended from time to time by SDG, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Agreement.

5.2 Benefited Area. The benefitted area for the Decel S Improvements is attached hereto as Exhibit C-3 ("**Decel S Buy-In Area**"). Any person developing property in the Decel S Buy-In Area during the term of this Agreement shall be required by the City to utilize the Decel S Improvements.

5.3 Buy-In Fee. The person utilizing the Decel S Improvements shall be required to pay a buy-in fee ("**Decel S Buy-In Fee**"). The Decel S Buy-In Fee shall be calculated using the spreadsheet attached hereto as Exhibit C-4. The initial Decel S Buy-In Fee is based upon the estimated budget for the Decel S Improvements and is subject to change upon completion and acceptance of the deceleration lane and the determination of the actual Design and Construction Costs for the Decel S Improvements, provided these improvements are completed during the Term of this Agreement. If the Decel S Improvements are not completed during the Term, the Decel S Buy-In Fee will only be based on the estimated budget. If no portion of the construction of the Decel S Improvements has been approved by the City during the Term, no Buy-In Fee may be assessed against any property within the Decel S Buy-in Area.

5. Sewer System Improvements.

6.1 Budget. The estimated budget for the Sewer System Improvements is attached hereto as Exhibit D-2 ("**Sewer System Improvements Budget**"). The budget has been reviewed and approved by the City and includes a more comprehensive description of the Sewer System Improvements. The budget may be amended from time to time by SDG, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Development Agreement.

6.2 Benefited Area. The benefited area for the Sewer System Improvements is attached hereto as Exhibit D-3 ("**Sewer Buy-In Area**"). The Sewer Buy-in Area consists of a single service area.

6.3 General Buy-In Fee. Any persons developing property within the Sewer Buy-In Area during the Term of this Agreement shall be required to pay a buy-in fee for its proportionate share of the portion of the Sewer System Improvements being used or to be used by such person's development ("**Sewer Buy-In Fee**"). The Sewer Buy-In Fee shall be calculated using the spreadsheet attached hereto as Exhibit D-4. The initial Sewer Buy-In Fee is based upon the estimated budget for the Sewer System Improvements and is subject to change upon completion of the Sewer System Improvements and the determination of the actual Design and Construction Costs for the Sewer System Improvements, provided these improvements are completed during the Term of this Agreement. If the Sewer System Improvements are not completed during the Term, the Sewer System Buy-In Fee will only be based on the estimated budget. If no portion of the construction of the Sewer System Improvements has been approved by the City during the Term, no Buy-In Fee may be assessed against any property within the Sewer Buy-In Area.

6. Water System Improvements.

7.1 Budget. The estimated budget for the Water System Improvements is attached hereto as Exhibit E-2 (“Water System Improvements Budget”). The budget has been reviewed and approved by the City and includes a more comprehensive description of the Water System Improvements. The budget may be amended from time to time by SDG, subject to the review and approval of the City (such review and approval not to be unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Agreement.

7.2 Benefited Area. The benefited area for the Water System Improvements is attached hereto as Exhibit E-3 (“Water Buy-In Area”). The Water Buy-In Area consists of a single service area.

7.3 General Buy-In Fee. Any persons developing property within the Water Buy-In Area during the Term of this Agreement shall be required to pay a buy-in fee for its proportionate share of the portion of the Water System Improvements being used or to be used by such person's development (**“Water Buy-In Fee”**). The Water Buy-In Fee shall be calculated using the spreadsheet attached hereto as Exhibit E-4. The initial Water Buy-In Fee is based upon the estimated budget for the Water System Improvements and is subject to change upon completion of the Water System Improvements and the determination of the actual Design and Construction Costs for the Water System Improvements, provided these improvements are completed during the Term of this Agreement. If the Water System Improvements are not completed during the Term, the Water System Buy-In Fee will only be based on the estimated budget. If no portion of the construction of the Water System Improvements has been approved by the City during the Term, no Buy-In Fee may be assessed against any property within the Water Buy-In Area.

7. City Duties and Obligations. The City shall be responsible for the following duties and obligations, to the extent permitted by law:

- a. Notifying SDG each time an application is received by the City, during the Term of this Agreement, from a property owner within the Benefited Area (to include without limitation the Decel S Buy-In Area, the Sewer Buy-In Area and the Water Buy-In Area) for zoning, platting, site planning, a building permit and/or Certificate of Occupancy. The notification shall include the name, address, phone number and email address of the applicant, as well as a general description of the project, including but not limited to its location and size.
- b. Including as a condition of approval for the earliest applicable of any zoning application, building permit or Certificate of Occupancy received during the Term of this Agreement for property within the Benefited Area, a stipulation that requires the applicant to show evidence of payment to SDG of all applicable Public Improvements Buy-in Fees. Prior to the City approving the earliest applicable of a final plat, site plan, building permit or Certificate of Occupancy for a property, applicant shall provide the City with a Notice of Payment from

SDG that all Public Improvement Buy-In Fees have been paid to SDG.

- c. During the Term of this Agreement, requiring a Notice of Payment (a sample of which is attached hereto as Exhibit F) of all applicable Public Improvements Buy-In Fees by any person developing property in the Benefited Area ("**Benefited Owner**") prior to approving such Benefited Owner's zoning application, final plat, site plan, building permit or Certificate of Occupancy.
- d. During the Term of this Agreement, reviewing and approving the Design and Construction Costs for each Public Improvement. The City shall have sixty (60) days to review and approve the Design and Construction Costs for each Public Improvement. Failure by the City to approve or provide SDG with any written feedback on the Design and Construction Costs for a Public Improvement within the sixty (60) day period shall be deemed the City's approval of such Design and Construction Costs. If the City has an issue or concern with the Design and Construction Costs, the City shall immediately notify SDG, and the City and SDG agree to work in good faith to resolve the issue or concern. If the issue or concern cannot in good faith be resolved by the City and SDG, then the unresolved issue or concern shall be submitted to a qualified engineer for a final determination. Any costs associated with employing a qualified engineer to make a final determination shall be borne equally by the City and SDG.

8. Public Improvements Buy-in Fees.

9.1 Interest. During the Term of this Agreement, the Decel S Buy-In Fee, the Sewer Buy-In Fee, and the Water Buy-In Fee (referred to herein individually as a "**Public Improvement Buy-In Fee**" and collectively as the "**Public Improvements Buy-In Fees**") shall all accrue interest at the prime rate (as reported by the Wall Street Journal) plus three percent (3%). Interest shall be compounded annually and shall begin accruing for each Public Improvement Buy-In Fee upon SDG's completion and the City's acceptance (as the case may be) of the associated Public Improvement. The applicable interest rate shall be calculated annually using the prime interest rate in effect on January 1 of each calendar year.

9.2 Calculating the Buy-in Fees. SDG shall calculate the Public Improvements Buy-In Fees using the spreadsheets attached hereto as Exhibits C-4, D-4, and E-4. These exhibits reflect a static picture of each spreadsheet, and each spreadsheet includes a series of formulas for accurately and equitably calculating each Public Improvement Buy-In Fee. Prior to executing this Agreement, the City has reviewed and approved the methodology and formulas used in each spreadsheet, and has confirmed that each spreadsheet accurately and equitably calculates the Public Improvements Buy-In Fees.

9.2.1 Review of Calculation Methodology. Upon written request from a Benefited Owner, SDG shall promptly provide such Benefited Owner with an Excel file copy of the requested Public Improvements Buy-In Fees spreadsheets (Exhibits C-4, D-4, and E-4. as applicable) with appropriate interest.

9.3 Collecting the Buy-In Fees. SDG shall provide each Benefited Owner with an invoice showing each of the Public Improvements Buy-In Fees such Benefited Owner is required to pay as a

condition of developing property in the Benefited Area during the Term of this Agreement. SDG shall direct each Benefited Owner to remit payment of its Public Improvements Buy-In Fees directly to SDG. Upon receipt of a Benefited Owner's Public Improvements Buy-In Fees, SDG shall provide such Benefited Owner with a Notice of Payment.

9.3.1 Timing of Collection. During the Term of this Agreement, the Public Improvements Buy-In Fees shall be collected from a Benefited Owner upon the first to occur of the following after recordation of this Agreement: (i) any approval of zoning application, building permit, sewer connection, water connection, final plat or issuance of a Certificate of Occupancy for a Benefited Owner's property, or (ii) at the time such Benefited Owner begins utilizing any of the Public Improvements. SDG shall collect the Public Improvements Buy-In Fees for all Public Improvements, even Public Improvements that have not yet been completed by SDG. The Public Improvement Buy-In Fee for a Public Improvement that has not yet been completed by SDG shall be the initial Public Improvement Buy-In Fee identified in this Agreement, which is based on the estimated budget for such Public Improvement.

9.3.1.1 Holding Buy-in Fees. Public Improvements Buy-In Fees collected by SDG during the Term of this Agreement for Public Improvements that have been completed and accepted by the City may be deposited into SDG's general account. Public Improvements Buy-in Fees collected by SDG for Public Improvements not yet completed or accepted by the City shall be held by SDG in an interest bearing escrow account to be opened by SDG with Lawyers Title of Arizona. Public Improvements Buy-In Fees deposited into an escrow account may be withdrawn by SDG with City of Surprise approval once construction has begun on the associated Public Improvement, so long as construction commences during the Term of this Agreement. Public Improvement Buy-In Fees collected during the Term for a Public Improvement, the construction of which has not commenced prior to expiration of the Term, shall be promptly refunded to the person who deposited the funds along with any earned interest.

9.3.2 Notification to City. During the Term of this Agreement, SDG shall notify the City and provide the City with a copy of the Notice of Payment each time a Benefited Owner pays its Public Improvements Buy-In Fees to SDG. The Notice of Payment for the applicable Buy-In Fee shall include a statement of whether or not all Public Improvements Buy-In Fees have been paid. The City shall promptly acknowledge receipt of each Notice of Payment and return a signed copy to SDG. SDG shall promptly forward an updated copy of the Notice of Payment with the City's signature to the applicable Benefited Owner.

9.4 Updating Costs. Upon completion of each Public Improvement during the Term of this Agreement, SDG shall promptly provide the City with written evidence of the Design and Construction Costs incurred by SDG to complete each Public Improvement. Following the City's approval of the Design and Construction Costs for a Public Improvement, SDG shall promptly update the associated Public Improvement Buy-in Fee spreadsheet to reflect the actual Design and Construction Costs.

9.4.1 Reconciling Buy-in Fees. Following the completion of a Public Improvement during the Term of this Agreement and the approval of its Design and Construction Costs, SDG shall "true-up" any Public Improvements Buy-In Fees paid prior to the completion of such Public

Improvement.

- a. Overpayment. In the event a Benefited Owner paid a Public Improvement Buy-in Fee greater than what the Public Improvement Buy-in Fee should have been when based on the actual Design and Construction Costs, then SDG shall calculate the amount of the overpayment and promptly refund such amount plus any earned interest to the Benefited Owner.
- b. Underpayment. In the event a Benefited Owner paid a Public Improvement Buy-in Fee less than what the Public Improvement Buy-in Fee should have been when based on the actual Design and Construction Costs, then SDG shall calculate the amount of the underpayment and promptly notify both the Benefited Owner and the City of the balance due. The City agrees to treat the balance due just as it would any unpaid Public Improvement Buy-in Fee and to require Notice of Payment by the Benefited Owner prior to approving such Benefited Owner's final plat, site plan, building permit or Certificate of Occupancy.

9. Term. This Agreement shall become effective upon signature by the City and SDG and recordation, and shall automatically terminate ten (10) years after the first assessment has been paid on behalf of any Benefited Owner, or when the Public Improvement Buy-In Fees have been fully paid, whichever is earlier, as required by Surprise Unified Development Code Section 42-7(C).

10. Public Bidding. SDG shall not be required to publicly bid or comply with the requirements of ARS, Title 34, in order to be reimbursed for Public Improvements if the reimbursement mechanism is solely through the collection of a Public Improvement Buy-In Fee. However, any Public Improvements that SDG will be seeking reimbursement through either crediting of on-site impact fees or remittance of off-site impact fees shall be publicly bid in accordance with ARS, Title 34.

11. Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution.

13. Notices and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or

served if in writing and delivered personally, emailed or sent by first-class United States Mail to:

City: City of Surprise
16000 N. Civic Center Plaza Surprise, AZ 85374
Attn: Community Development Director
Email: _____
Phone: 623.222.3020

With Copy to: City of Surprise
16000 N. Civic Center Plaza Surprise, AZ 85374
Attn: City Attorney
Email: robert.wingo@surpriseaz.gov
Phone: (623) 222-1120

SDG: Surprise Development Group, LLC
Attn: Linda Suydam
155 W New York Ave, Suite 200
Southern Pines, NC 28387
Email: linda@baselinedevelopment.com
Phone: 910 695 3694

With Copy to: Tom Runge
Lott & Searcy
3022 Millwood Ave
Columbia, SC 29205
Phone: 803-509-8566
Email: trunge@lottandsearcy.com

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either party shall become effective upon the earliest of the following: (a) actual receipt by that party; or (b) thirty- six (36) hours after deposit with the United States Postal Service, addressed to the party.

14. **Default.** Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Agreement.

15. **Dispute Resolution.** In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the parties. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the parties. The results of the mediation shall be nonbinding on the parties, and either party shall be free to initiate litigation subsequent to the moratorium.

16. **Choice of Law, Venue and Attorney's Fees.** Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each party waives the right to object to venue in Maricopa County for any reason. No party shall be entitled to recover any of its attorneys' fees nor other costs from any other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise. The only remedies that may be sought by either party by mediation, arbitration, litigation, or otherwise are specific performance and injunction. No money damages may be sought or awarded against either party.

17. **Good Standing and Authority.** The parties represent and warrant that each is duly formed and validly existing under applicable law and that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

18. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties, and all of their successors in interest and assigns. This Agreement may be assigned in whole or in part by SDG. In the event of a complete or partial assignment by SDG, all or a portion of SDG's rights and obligations hereunder shall terminate effective upon the assumption by SDG's assignee of such rights and obligations and service of written notice upon the City of the partial or whole assignment.

19. Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

20. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

21. Further Documentation. The parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

22. Fair Interpretation. The parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

23. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

25. Computation of Time. Any reference to a "day" in this Agreement shall mean a City business day unless otherwise noted. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

26. Conflict of Interest. This Agreement is subject to the terms of ARS § 38-511.

27. No Obligation to Develop. Nothing contained herein shall be deemed to obligate SDG to complete any part of the development of the Tractor Supply project, and the responsibility to design and construct the Public Improvements is contingent upon SDG moving forward with the

development of the Tractor Supply project.

28. Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire Agreement between the parties.

- | | | |
|----|--------------|--|
| a. | Exhibit A: | Benefitted Area |
| b. | Exhibit B-1: | Median and Decel Lane North of Custer Lane Improvements |
| c. | Exhibit B-2: | Median and Decel Lane North of Custer Lane Improvements Budget |
| d. | Exhibit C-1: | Decel Lane South of Custer Improvements |
| e. | Exhibit C-2: | Decel S Improvements Budget |
| f. | Exhibit C-3: | Decel S Buy-In Area |
| g. | Exhibit C-4: | Decel S Buy-In Fee |
| h. | Exhibit D-1: | Sewer System Improvements |
| i. | Exhibit D-2: | Sewer System Improvements Budget |
| j. | Exhibit D-3: | Sewer Buy-In Area |
| k. | Exhibit D-4: | Sewer Buy-In Fee |
| l. | Exhibit E-1: | Water System Improvements |
| m. | Exhibit E-2: | Water System Improvements Budget |
| n. | Exhibit E-3: | Water Buy-In Area |
| o. | Exhibit E-4: | Water Buy-In Fee |
| p. | Exhibit F: | Sample Notice of Payment |

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) written below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY:
CITY OF SURPRISE, an Arizona municipal
corporation

By: _____
Skip Hall, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

STATE OF ARIZONA

County of Maricopa

On this day of _____ 2019, before me personally appeared
_____ the Mayor of the City of Surprise, an Arizona municipal
corporation, for and on behalf thereof, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed
the above/attach document.

Notary Public

[Affix notary seal here]

IN WITNESS WHEREOF, SDG has executed this Agreement as of the date first above written.

Surprise Development Group, LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

STATE of North Carolina
County of Moore

The forgoing instrument was acknowledged before me this ____ day of _____ 2019 by _____ as the Member and Manager of Surprise Development Group, LLC, a North Carolina limited liability company, on behalf of the company.

BY: _____
Notary Public
Commission Expires: _____

EXHIBIT 'A'

BENEFITTED AREA DEPICTION

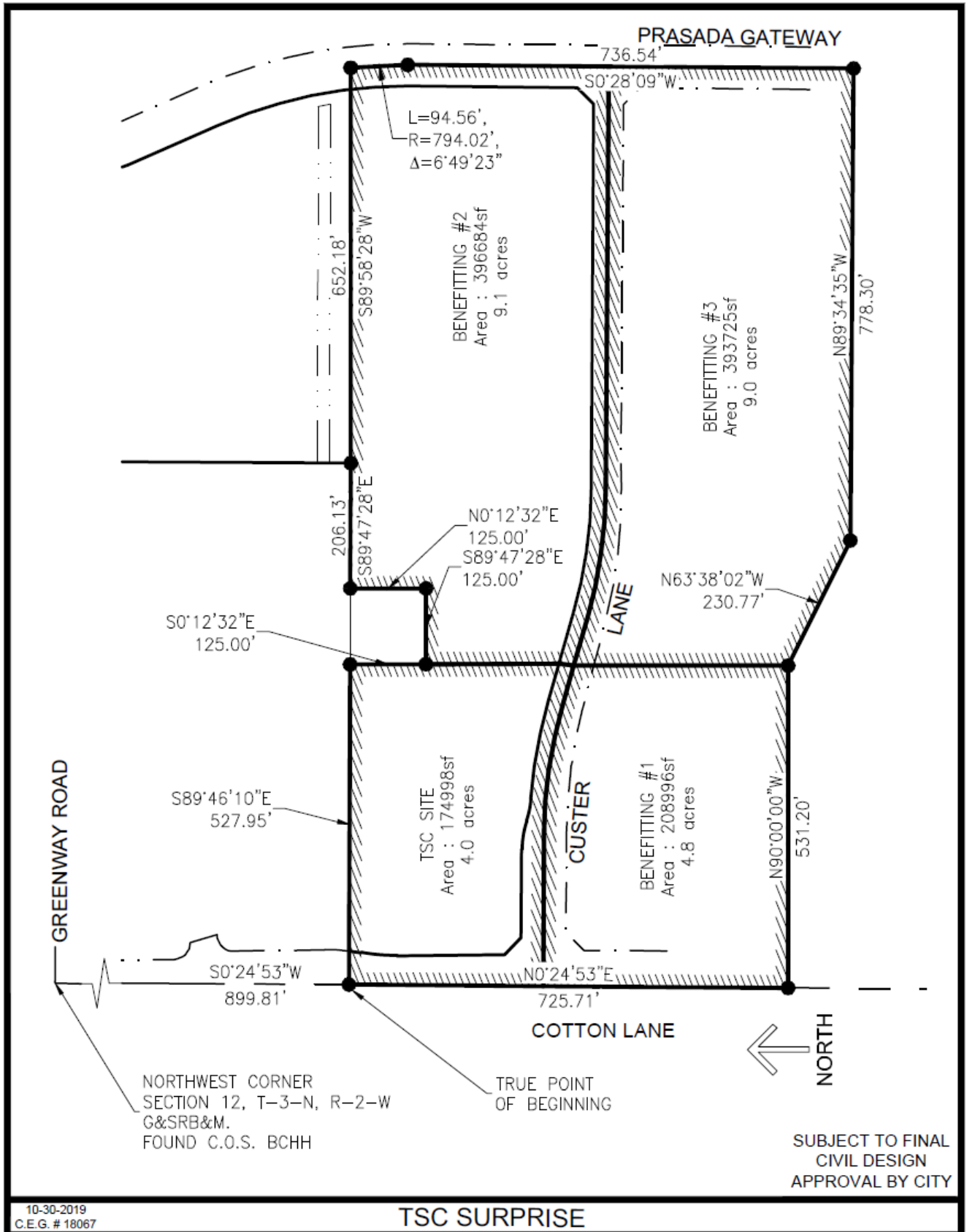
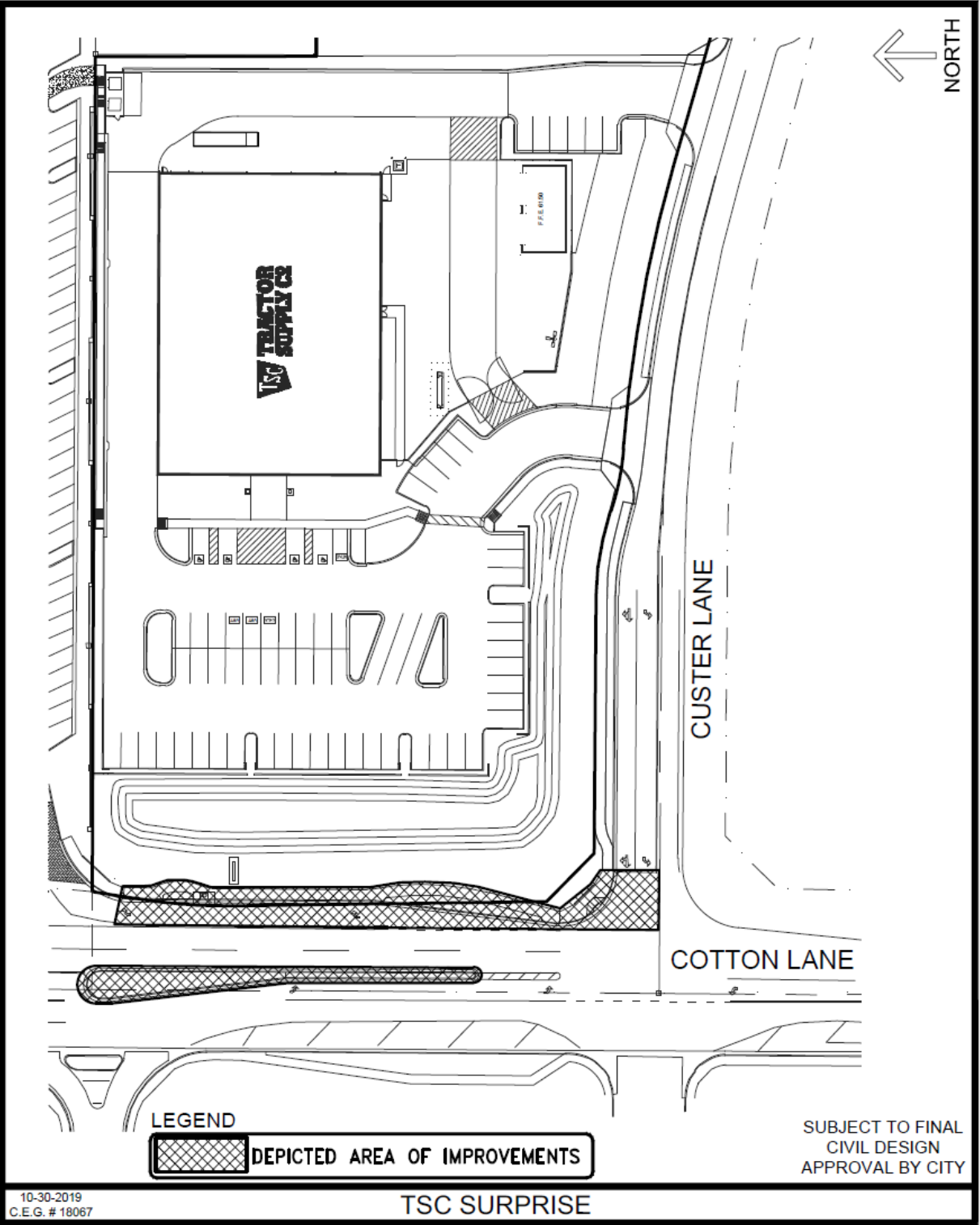


EXHIBIT 'B-1'

MEDIAN AND DECEL LANE NORTH OF CUSTER
LANE IMPROVEMENTS



Cost is 100% Surprise Development Group, no Buy-In

EXHIBIT B-2				
Median and Decel Lane North of Custer Lane Improvements Budget				
Cost is 100% Surprise Development Group, no buy-in requested since fronts our parcel				
ITEM	QTY	UNIT	\$/UNIT	EXTENSION
Engineering	0.2	%	\$ 8,700	\$ 1,740
Traffic Impact Study	0.2	%	\$ 5,500	\$ 1,100
Civil Review Fees	0.2	%	\$ 4,180	\$ 836
Construction Permit	0.2	%	\$ 9,600	\$ 1,920
Maricopa Water District	0.2	%	\$ 1,350	\$ 270
Dust Control Permit estimate	0.2	%	\$ 350	\$ 70
Staking/Survey estimate	0.2	%	\$ 2,000	\$ 400
Bond/Letter of Credit	0.2	%	\$ 3,000	\$ 600
Traffic Control	0.2	%	\$ 10,000	\$ 2,000
Reproduction	0.2	%	\$ 300	\$ 60
Total Soft Costs				\$ 8,996
Asphalt 5" AC over 9" ABC	8391	SF	\$ 3.50	\$ 29,369
Curb and gutter	254	LF	\$ 25.00	\$ 6,350
Single curb (median)	450	LF	\$ 28.00	\$ 12,600
Sidewalk	1488	SF	\$ 5.50	\$ 8,184
Scupper/CB	1	EA	\$ 2,900.00	\$ 2,900
Median concrete	319	SF	\$ 6.50	\$ 2,074
Median DG	1063	SF	\$ 1.50	\$ 1,595
Striping	1	LS	\$ 6,000.00	\$ 6,000
Street Lights (include cond & misc)	1	EA	\$ 9,000.00	\$ 9,000
8" Building Fire Stubs	1	EA	\$ 3,200.00	\$ 3,200
12" DIP Public Waterline	547	LF	\$ 90.00	\$ 49,230
Total Hard Costs				\$ 130,502
Total Costs				\$ 139,498
Taxes	0.2	%	\$ 19,500	\$ 3,900
Contingency @ 15%	0.15	%	\$ 139,498	\$ 20,925
Project Management	0.035	%	\$ 139,498	\$ 4,882
TOTAL PROJECT COST				\$ 169,205

EXHIBIT 'C-1' DECEL LANE SOUTH OF CUSTER IMPROVEMENTS

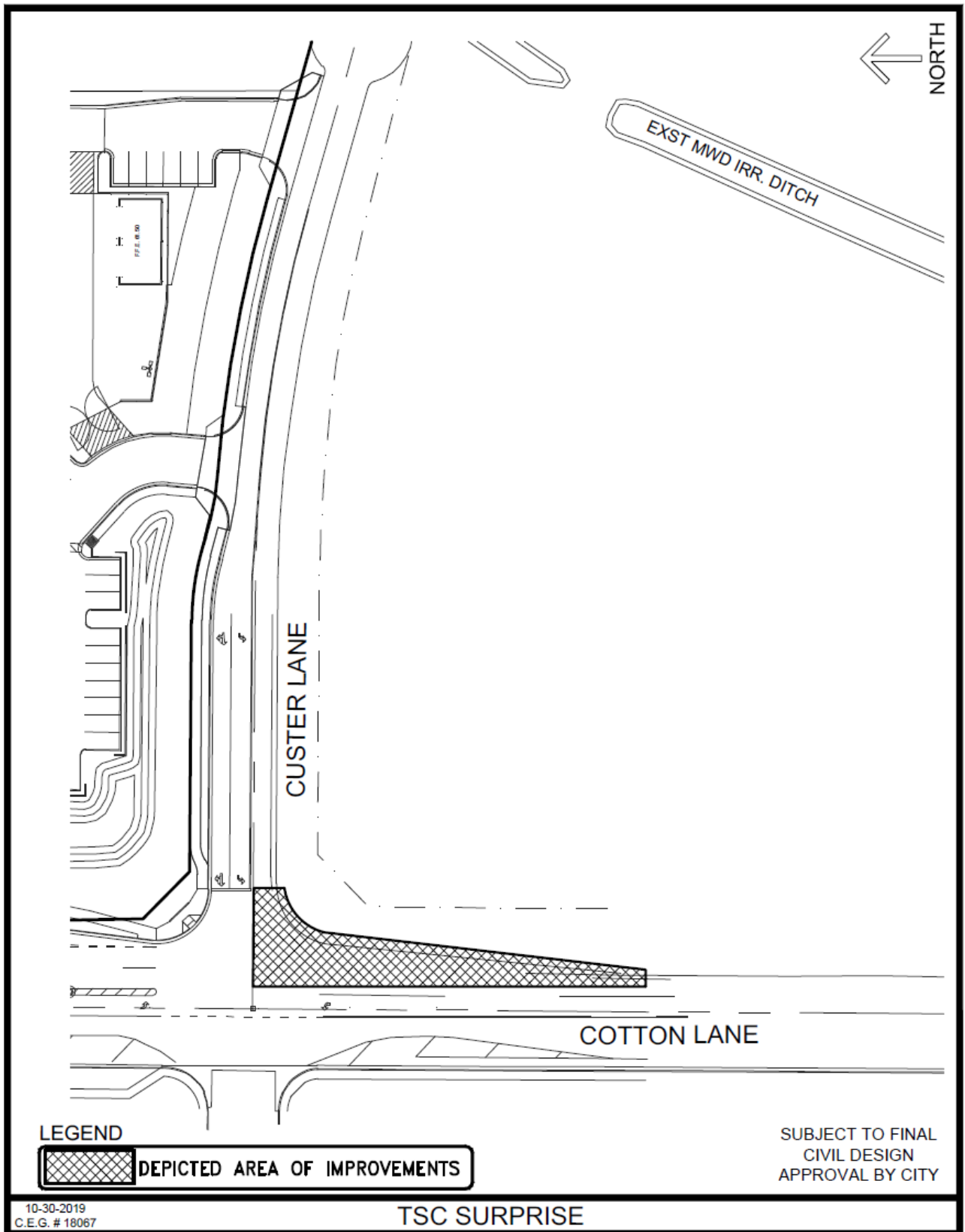


EXHIBIT C-2				
Decel S Improvements Budget				
ITEM	QTY	UNIT	\$/UNIT	EXTENSION
Engineering	0.1	%	\$ 8,700	\$ 870
Traffic Impact Study	0.1	%	\$ 5,500	\$ 550
Civil Review Fees	0.1	%	\$ 4,180	\$ 418
Construction Permit	0.1	%	\$ 9,600	\$ 960
Maricopa Water District	0.1	%	\$ 1,350	\$ 135
Dust Control Permit estimate	0.1	%	\$ 350	\$ 35
Staking/Survey estimate	0.1	%	\$ 2,000	\$ 200
Bond/Letter of Credit	0.1	%	\$ 3,000	\$ 300
Traffic Control	0.1	%	\$ 10,000	\$ 1,000
Reproduction	0.1	%	\$ 300	\$ 30
Total Soft Costs				\$ 4,498
Asphalt 5" AC over 9" ABC	2407	SF	\$ 3.50	\$ 8,425
Striping	1	LS	\$4,500.00	\$ 4,500
Total Hard Costs				\$ 12,925
Total Costs				\$ 17,423
Taxes	0.1	%	\$ 19,500	\$ 1,950
Contingency @ 15%	0.15	%	\$ 17,423	\$ 2,613
Project Management	0.035	%	\$ 17,423	\$ 610
TOTAL PROJECT COST				\$ 22,596

EXHIBIT 'C-3'

DECELS BUY-IN AREA

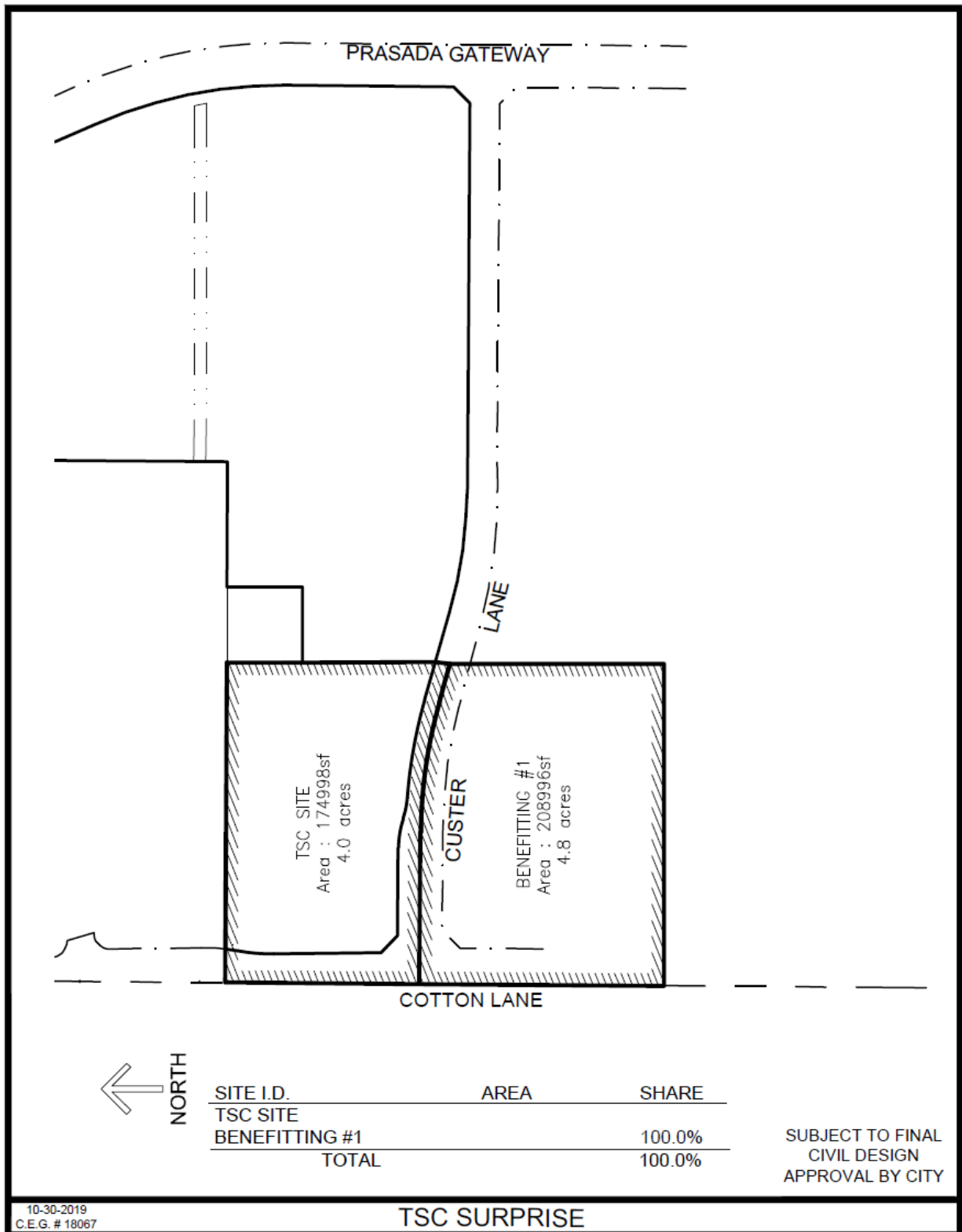


EXHIBIT C-4				
Decel S Improvements Buy-In Fee Spreadsheet				
100% Benefitting #1 since it fronts their parcel				
	Decel S Budget			\$ 22,596
	Parcel APN	Owner/Developer	%Total	Buy-In Fee
	Part of 501-12-926	TSC	0%	\$ -
	Part of 501-12-926	Benefitting #1	100%	\$ 22,596
Total			100%	\$ 22,596

EXHIBIT 'D-1'

SEWER SYSTEM IMPROVEMENTS

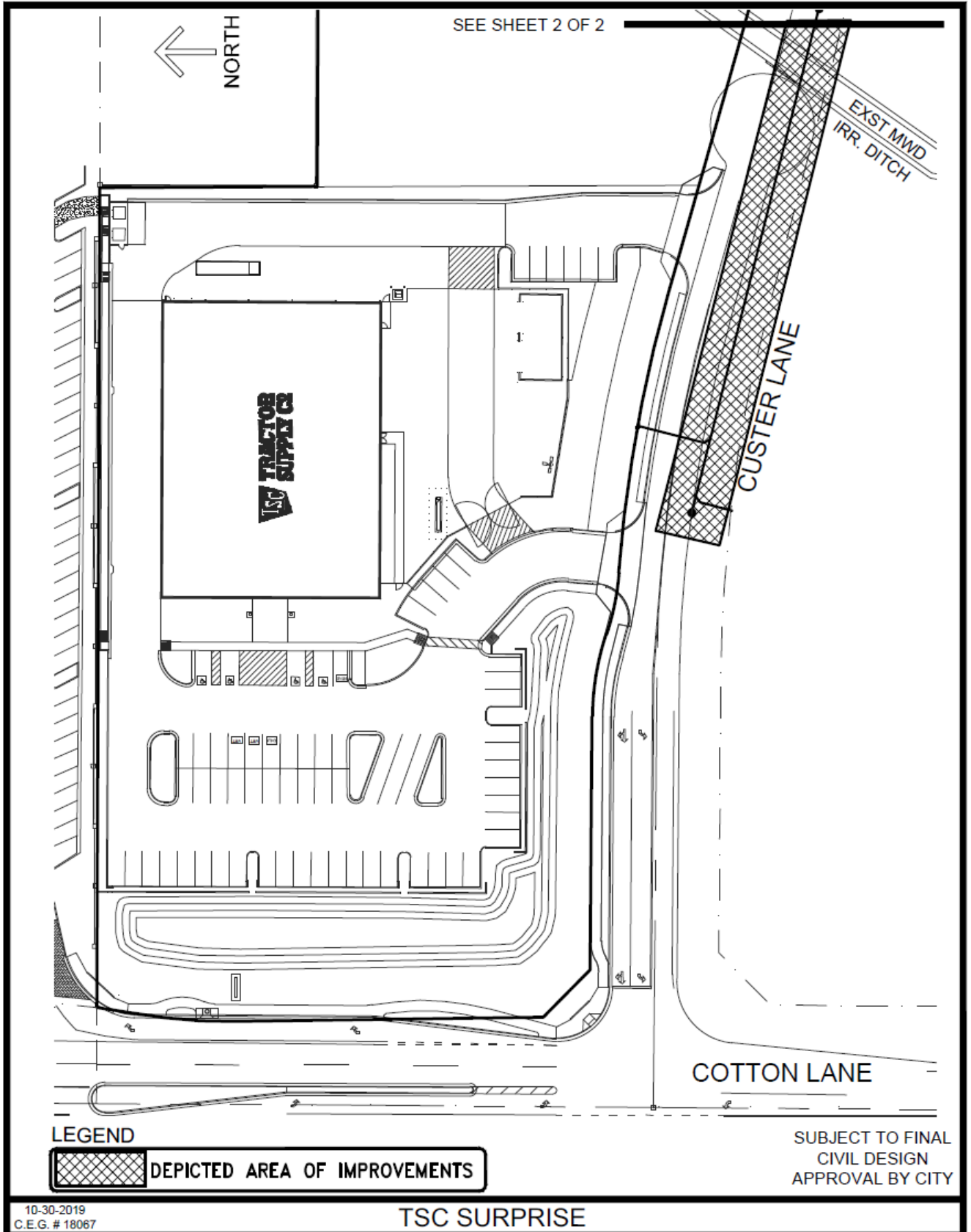


EXHIBIT 'D-1'

SEWER SYSTEM IMPROVEMENTS

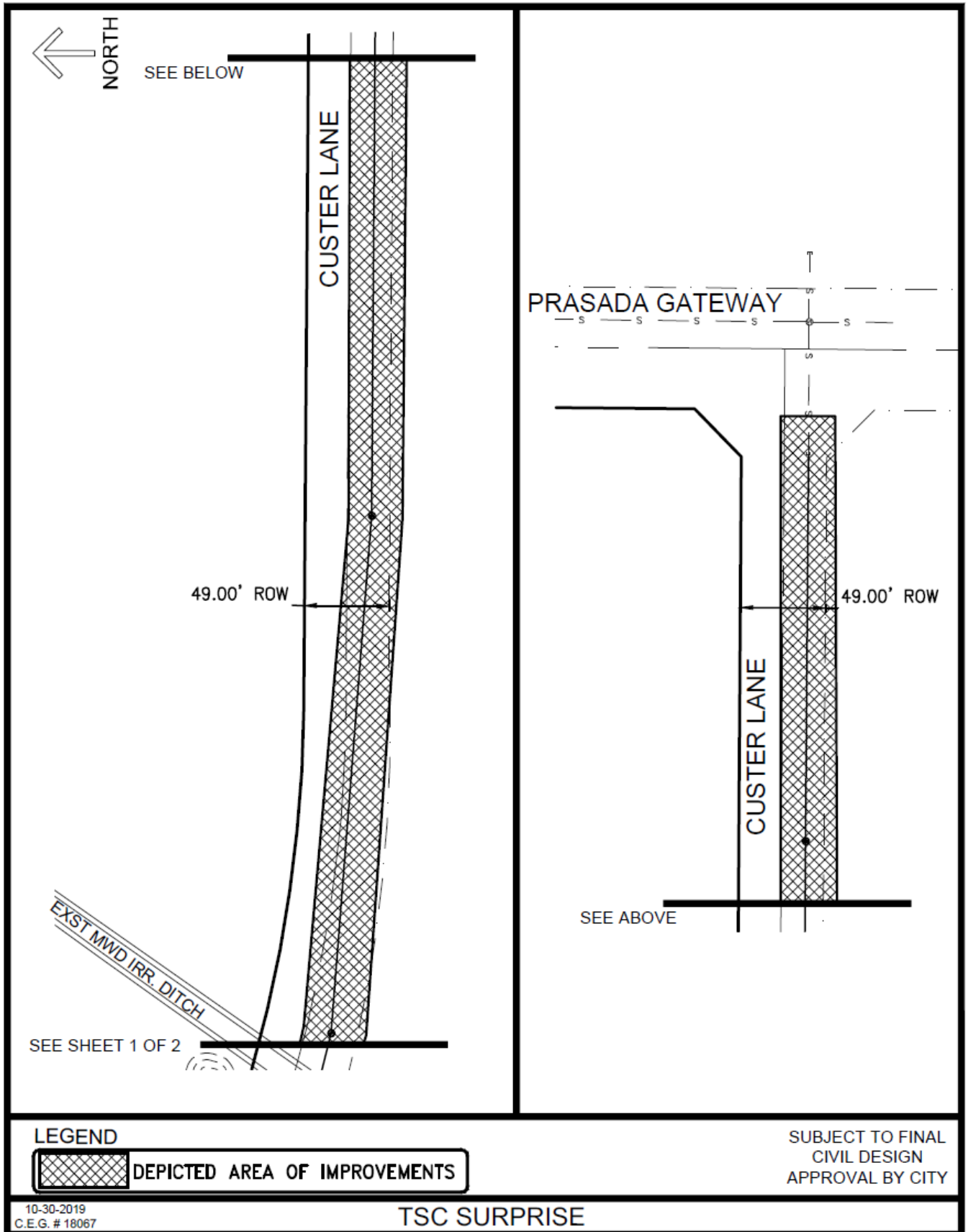


EXHIBIT D-2				
Sewer System Improvements Budget				
ITEM	QTY	UNIT	\$/UNIT	EXTENSION
Engineering	0.3	%	\$ 8,700	\$ 2,610
Traffic Impact Study	0.3	%	\$ 5,500	\$ 1,650
Civil Review Fees	0.3	%	\$ 4,180	\$ 1,254
Construction Permit	0.3	%	\$ 9,600	\$ 2,880
Maricopa Water District	0.3	%	\$ 1,350	\$ 405
Dust Control Permit estimate	0.3	%	\$ 350	\$ 105
Staking/Survey estimate	0.3	%	\$ 2,000	\$ 600
Bond/Letter of Credit	0.3	%	\$ 3,000	\$ 900
Traffic Control	0.3	%	\$ 10,000	\$ 3,000
Reproduction	0.3	%	\$ 300	\$ 90
Total Soft Costs				\$ 13,494
8" PVC Sewer main extension	1123	LF	\$ 65.00	\$ 72,995
5' DIA sewer manholes	4	EA	\$ 8,500.00	\$ 34,000
Total Hard Costs				\$ 106,995
Total Costs				\$ 120,489
Taxes	0.3	%	\$ 19,500	\$ 5,850
Contingency @ 15%	0.15	%	\$ 120,489	\$ 18,073
Project Management	0.035	%	\$ 120,489	\$ 4,217
TOTAL PROJECT COST				\$ 148,629

EXHIBIT 'D-3'

SEWER BUY-IN AREA

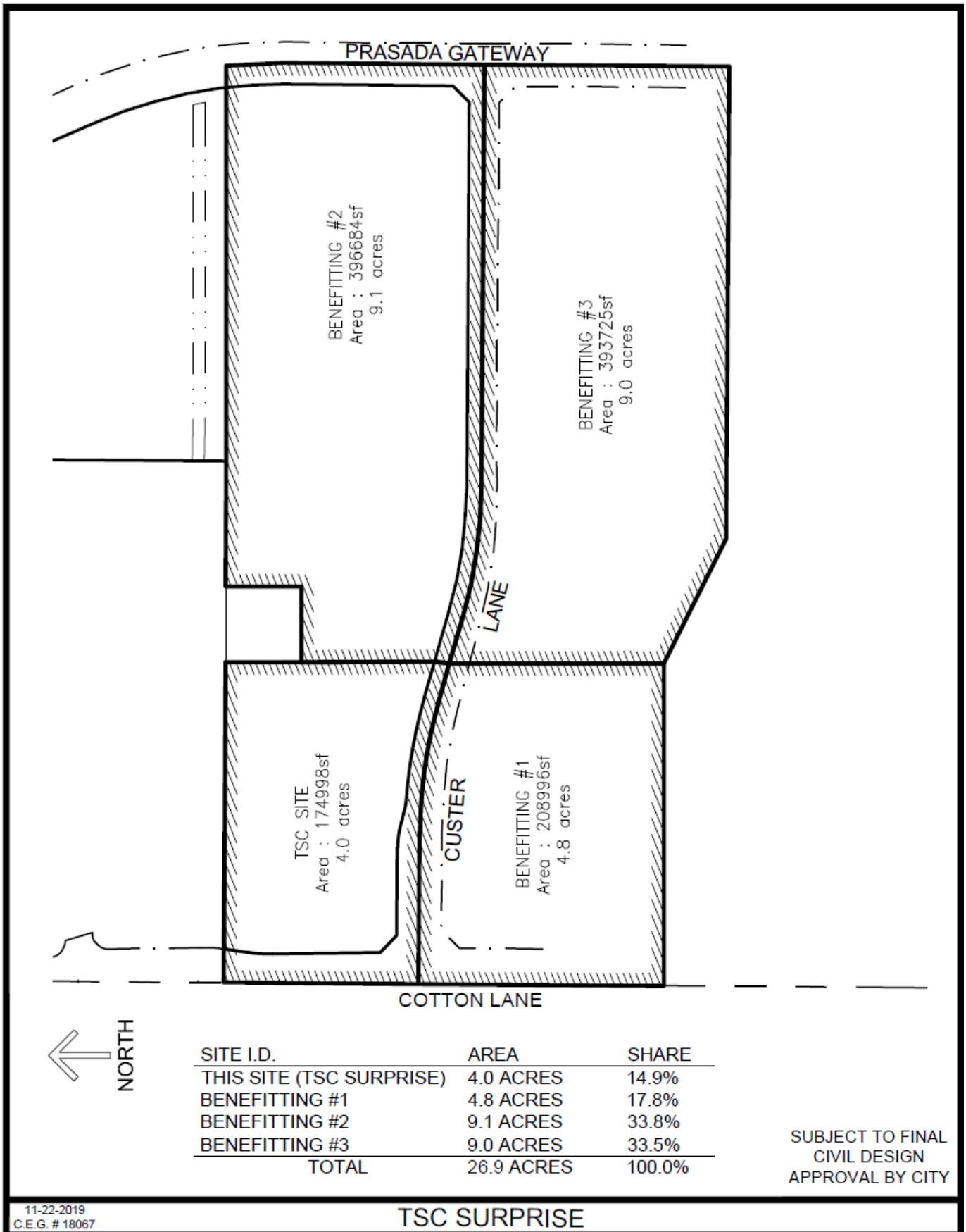


EXHIBIT D-4				
Sewer Buy-In Fee				
Sewer System Improvements Budget				\$ 148,629
Total Area Benefitted in Acres				26.92
Per Acre Buy-In				\$ 5,521.15
Parcel APN	Benefitting Site	Owner/Developer	Total	Buy-In Fee
Part of 501-12-926	TSC Site	SLR/TSC	4.02	\$ 22,195
Part of 501-12-926	#1	SLR/Omni	4.80	\$ 26,502
Part of 501-12-926	#2	SLR/NE Area	9.10	\$ 50,243
Part of 501-12-926	#3	SLR/SE Area	9.00	\$ 49,690
Total			26.92	\$ 148,629

EXHIBIT 'E-1'

WATER SYSTEM IMPROVEMENTS

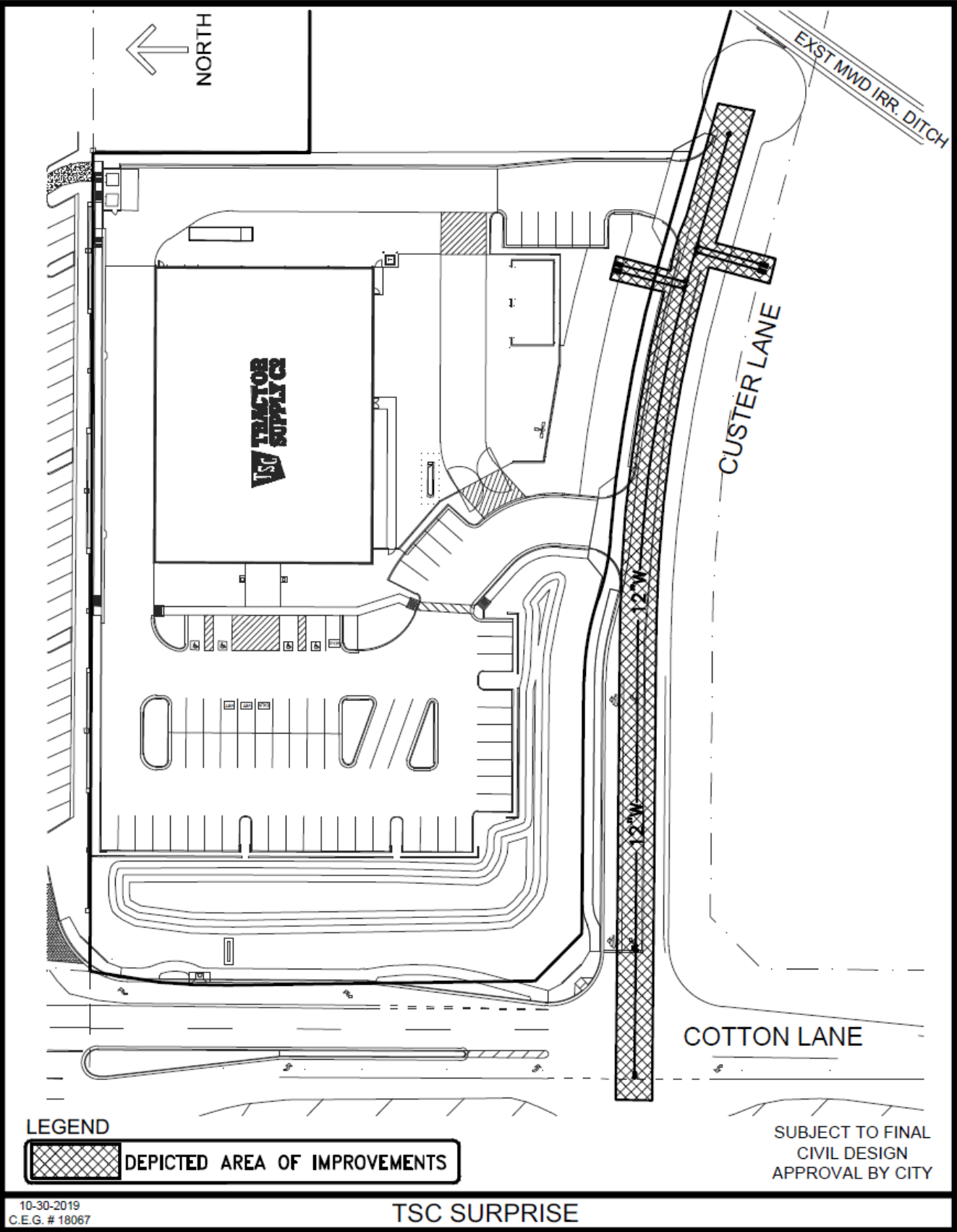


EXHIBIT E-2				
Water Systems Improvements Budget				
ITEM	QTY	UNIT	\$/UNIT	EXTENSION
Engineering	0.1	%	\$ 8,700	\$ 870
Traffic Impact Study	0.1	%	\$ 5,500	\$ 550
Civil Review Fees	0.1	%	\$ 4,180	\$ 418
Construction Permit	0.1	%	\$ 9,600	\$ 960
Maricopa Water District	0.1	%	\$ 1,350	\$ 135
Dust Control Permit estimate	0.1	%	\$ 350	\$ 35
Staking/Survey estimate	0.1	%	\$ 2,000	\$ 200
Bond/Letter of Credit	0.1	%	\$ 3,000	\$ 300
Traffic Control	0.1	%	\$ 10,000	\$ 1,000
Reproduction	0.1	%	\$ 300	\$ 30
Total Soft Costs				\$ 4,498
CUSTER LANE Water Improvements				
12" DIP public water line	476	LF	\$ 90.00	\$ 42,840
12"X8" TSVBC	2	EA	\$ 6,200.00	\$ 12,400
Fire hydrant	2	EA	\$ 6,400.00	\$ 12,800
8" Building fire stubs	2	EA	\$ 2,500.00	\$ 5,000
2" water service	2	EA	\$ 4,500.00	\$ 9,000
1" water service	2	EA	\$ 3,800.00	\$ 7,600
Total Hard Costs				\$ 89,640
Total Costs				\$ 94,138
Taxes	0.1	%	\$ 19,500	\$ 1,950
Contingency @ 15%	0.15	%	\$ 94,138	\$ 14,121
Project Management	0.035	%	\$ 94,138	\$ 3,295
TOTAL PROJECT COST				\$113,504

EXHIBIT 'E-3'

WATER BUY-IN AREA

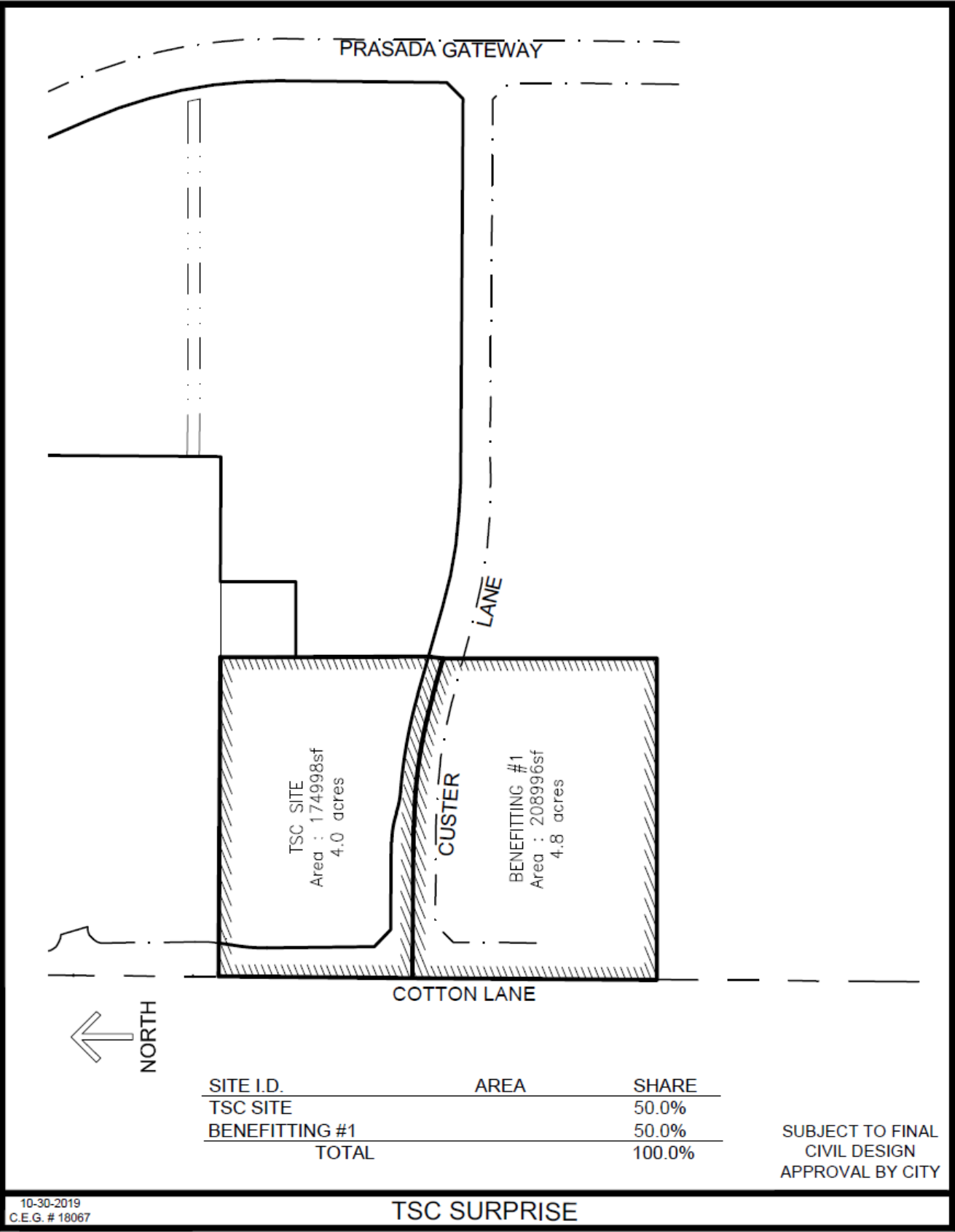


EXHIBIT E-4			
Water Buy-In Fee			
Water System Improvements Budget		\$	113,504
Split 50/50			
Parcel APN	Owner/Developer	Total	Buy-In Fee
Part of 501-12-926	TSC	50%	\$ 56,751.77
Part of 501-12-926	Benefitting #1	50%	\$ 56,751.77
Total		1.00	\$ 113,504

Exhibit F

Sample Notice of Payment

_____ (“Buyer”) has paid to Surprise Development Group, LLC
The following Public Improvements Buy-In Fees. If the buy-in fee is based on the estimated budget it shall be
subject to future “true-up” costs following the completion of the associated improvement.

Amount Paid	Public Improvement	Based on Estimate		
_____	Custer Lane Buy-In Fee	YES	___ NO	___
_____	Decel Lane South of Custer Buy-In Fee	YES	___ NO	___
_____	Sewer Buy-In Fee	YES	___ NO	___
_____	Water Buy-In Fee	YES	___ NO	___

_____ Buyer has paid all Public Improvements Buy-In Fees required by this Agreement

Confirm obligation is complete:

Signed by Member/Manager of Surprise Development Group, LLC

Buyer Still Owes the following Public Improvements Buy-In Fees:

_____	Custer Lane Buy-In Fee	YES	___ NO	___
_____	Decel Lane South of Custer Buy-In Fee	YES	___ NO	___
_____	Sewer Buy-In Fee	YES	___ NO	___
_____	Water Buy-In Fee	YES	___ NO	___

Signed by Member/Manager of Surprise Development Group, LLC

Notary Acknowledgement:

By:
Date:
Commission Expires:



Resolution 2020-06 Surprise Development Group, LLC Infrastructure Repayment Agreement FS19-589

City Council
January 21, 2020



The City Responsibility

- The City is required to do the following:
 - Notify Surprise Development Group, LLC each time an application is received by the City within the Benefited Area for zoning, platting, site planning or a building permit, as applicable.
 - Require a notice of payment prior to approving such Benefited Owner's final plat, site plan or building permit

Tractor Supply Area Map

Benefitting
Area

Tractor
Supply Site

Custer Lane

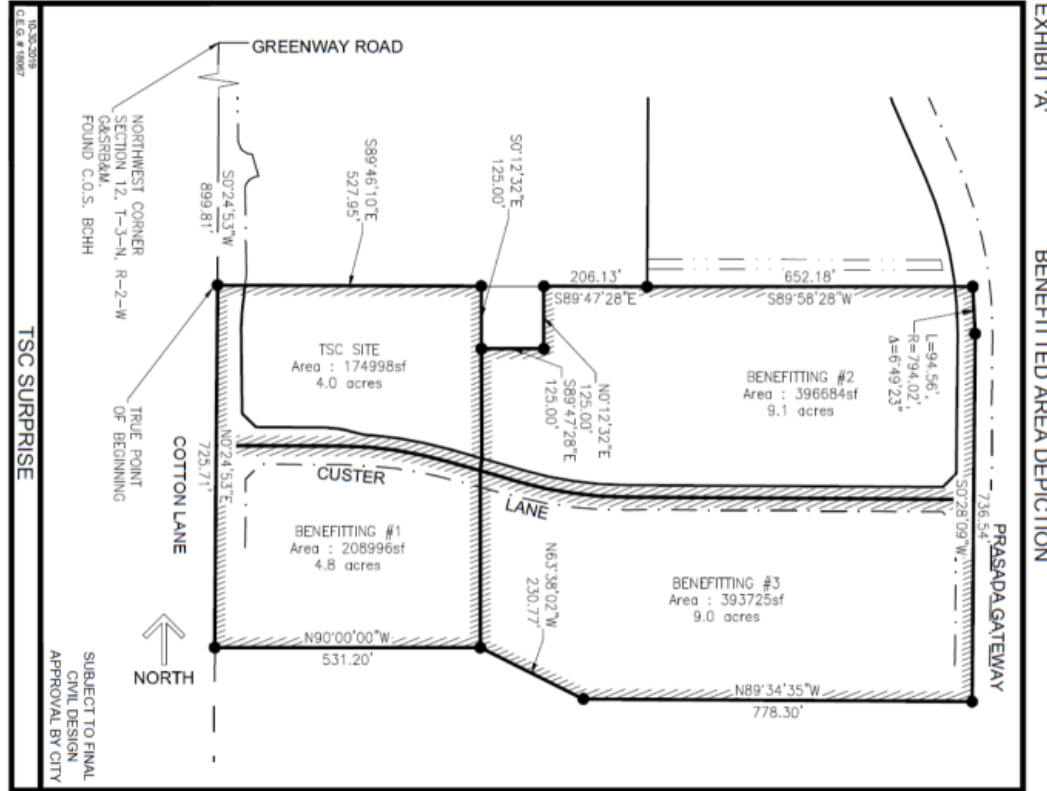
Greenway Road

Cotton Lane

Prasada Gateway

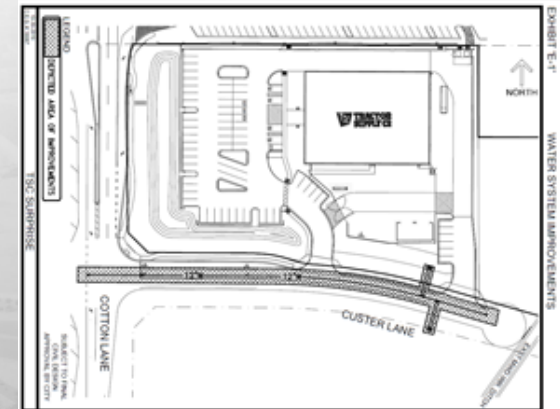
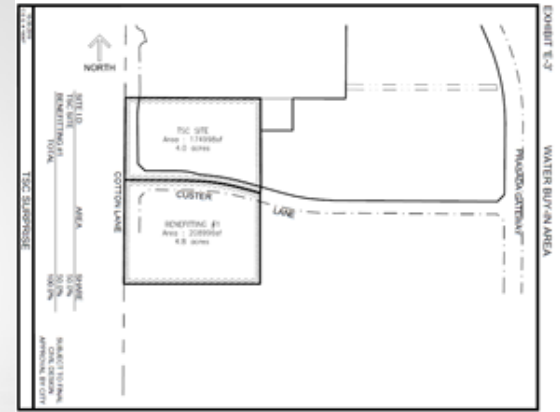
SR 303

Overall Benefited Area



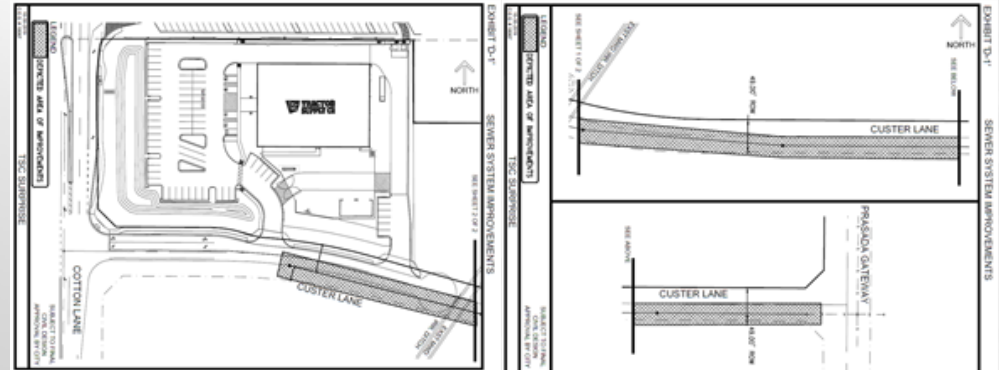
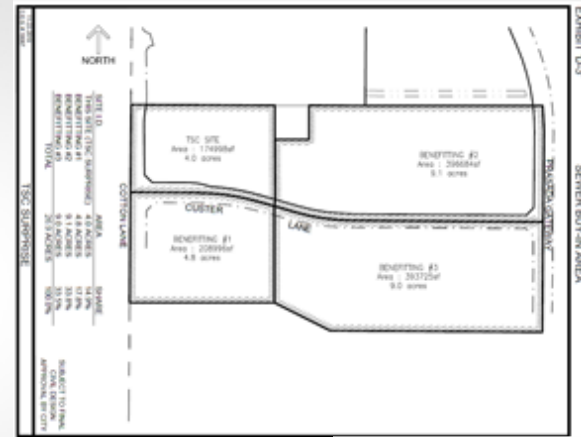
Water System Improvements

- Improvements include:
 - 476 linear feet of 12" Water Line
 - All other fittings associate with the water lines
- Fee would be assessed on 50/50 split benefiting both properties
- Estimated total cost of Water improvements \$113,504



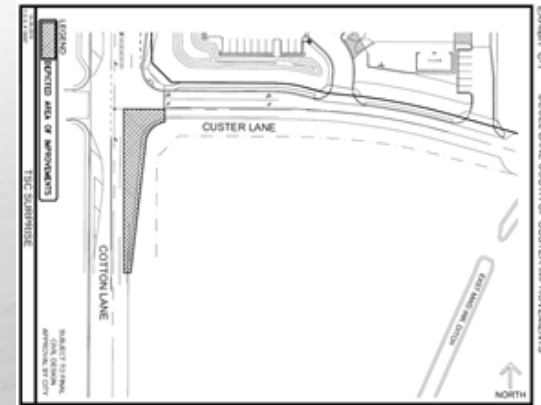
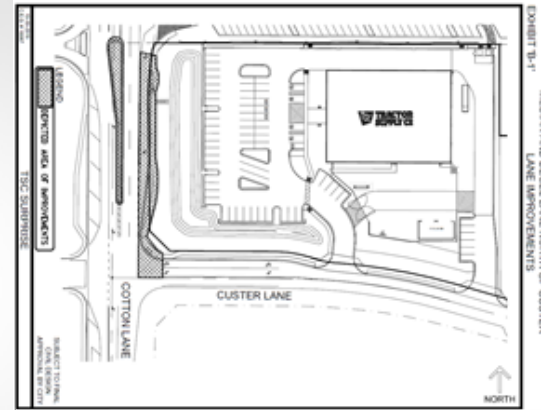
Sewer System Improvements

- Improvements include:
 - 1,123 linear feet of 8" Sewer Line
 - 1– 5' Diameter Manholes
 - All other fittings associate with the sewer lines
- Fee would be assessed on a per gross acre basis for each service area
- Estimated total cost of Sewer improvements \$148,629



Roadway Improvements

- Improvements include:
 - 10,798 square footage of pavement
 - And all other concrete work associate with curb, gutter and sidewalk
- Fee would be assessed on adjacent property owners responsibility
 - Median and Decel Lane North of Custer Lane Improvements – TSC
 - Decel Lane South of Custer Lane Improvements – Benefitting #1
- Estimated total cost of Roadway improvements - \$191,801





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 21, 2020

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: Legal
Staff Recommendations: None

District: Internal

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action to recess into executive session for discussion and consultation with the City Attorney for legal advice pertaining to collection of sewer connection fees from Cortessa and White Tank Foothills development pursuant to A.R.S. 38-431.03(A)(3).

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
